



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

PRES -01
 BOT 7-18-2016

AGENDA MEMO

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

BOT Meeting Date: 7/18/2016

Item Type: Presentation

Sponsor's Name:	Christopher Steers, Village Manager
Sponsor's Name:	Eric Zamft, Director of Planning & Economic Development

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
			Waterfront Redevelopment & Revitalization		
	Yes	No			
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bulkhead Repair / Replacement / Revetment, & District		

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

Presentation by Boswell Engineering on Bulkhead Repair/Replacement/Reconstruction Project

Summary

In 2014, the Village received a grant through the New York State Department of State ("NYSDOS") Local Waterfront Revitalization Program ("LWRP") for design and construction documentation plus applicable permitting for the repair, replacement, or reconstruction of the collapsed bulkhead. The grant also includes design and documentation of other waterfront improvements, such as the re-creation of a walkway along the Byram River and the creation of an activity node.

The attached memorandum provides an update on the project, which reflects work and meetings completed to date, including the June 28, 2016 Public Information Meeting.

Boswell Engineering, the selected consultant for the project, will be at the July 18, 2016 Board meeting to present the work completed on the project to date, including the options that have been developed for the bulkhead reconstruction and public space activation, as well as the next steps in the project. Boswell will use the information received from the Board, along with the information received from the public and Bulkhead Steering Committee in their submittal of at least three options to NYSDOS for their review and consideration.

Attachments
<ul style="list-style-type: none">• Department of Planning & Economic Development Memorandum• January 21, 2013 Village Manager Memorandum on Bulkhead Questions



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & ECONOMIC
DEVELOPMENT

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Eric Zamft, AICP, Director
Andrea Sherman, Planner
Constance Phillips, Planning Commission Secretary

MEMORANDUM

To: Village Manager
From: Department of Planning & Economic Development
Date: July 13, 2016
Re: Update – Reconstruction of Collapsed Bulkhead and Cove Area

Process to Date

- January 20, 2016: First Bulkhead Committee meeting led by Boswell Engineering (“Boswell”) to establish project context and scope.
- January 2016-June 2016: Completed topographic and bathymetric surveys, geotechnical investigations, and archaeological evaluations.
- June 7, 2016: Second Bulkhead Committee meeting led by Boswell, including presentation of findings and concept development.
- June 28, 2016: Public open house led by Boswell, which included display of concept plans determined at June 7, 2016 meeting by Bulkhead Committee.
- June 28-July 12, 2016: Display of June 28, 2016 materials in the Senior Center for public comment.
- All materials to date have been posted on the Village’s website under “Bulkhead Reconstruction Project” at: http://www.portchesterny.com/Pages/PortChesterNY_Webdocs/projects

Engineering Proposals

At the second Bulkhead Committee meeting on June 7, 2016, Boswell presented their engineering proposals based on geotechnical findings and investigation of the existing bulkhead. Boswell presented four engineering alternatives that span multiple price points and account for potential obstacles to on-shore land access:

1. *Option 1:* The first option is a steel sheet pile with tie backs attached on shore to the Costco parking lot. This option is the least expensive and does not require drilling. However, this option also corrodes the fastest and requires the largest use of Costco’s lot.
2. *Option 2:* The second option is a steel sheet pile reinforced with concrete and attached on shore to the Costco parking lot. This option has a longer life span and does not require drilling. However, this option presents a risk of cracks in the concrete and also requires tie backs attachments on shore to the Costco parking lot. This alternative is more expensive than option one, listed above.
3. *Option 3:* The third option is a drilled steel shaft with concrete reinforcement. This option has a longer life span than the first option, presented above, and does not require tie backs (and therefore does not require an easement with Costco). However, this option is more expensive than the others proposed.
4. *Option 4:* The fourth option is a wharf alternative that includes an elevated platform and revetment south of the cove area. This configuration could include steel piles (Option 1) along the cove area.

Boswell also proposed several options for elevating the walkway that runs along the bulkhead. As it currently exists, there are several places where the walkway is greater than six feet below the grade of the Costco parking lot. This renders the walkway invisible from street level, limiting pedestrian awareness of the facility and reducing safety of the few people who do choose to use the area. In response to this underutilization and lack of safety, Boswell proposes raising the walkway from a current elevation of seven and a half feet to either an elevation of ten feet, twelve feet, or fourteen and a half feet.

Based on comments received at the June 28, 2016 Public Information Session, Boswell has investigated two additional scenarios for the wall and walkway and will be presenting the results of that investigation at the July 18, 2016 Board meeting:

- Option 1, with the elevation of the walkway to remain and the top of wall to be reduced to the walkway elevation. A key element of investigating this option is to determine the public safety and economic development implications of keeping the walkway well below the parking lot elevation.
- Option 4, with only the revetment (no cantilevered walkway) south of the cove area (with Option 1 remaining for the cover area). A key element of investigating this option is to determine if there would be any available space remaining for a walkway or path.

Amenities Proposals

In addition to the engineering options presented, Boswell also provided site improvement plans that will create a usable, welcoming public space that can serve as the center of downtown and a hub for outdoor and waterfront activity. The proposed plan will include landscaping along the walkway, a central activity node for Village-wide events, seating, and lighting. The proposal also includes a small-boat launch that will allow kayakers and users of other small vessels to access the Byram River. Other amenities could include new trash receptacles, bike racks and planters. Finally, the intent is to have all future engineering plans restore the existing docks along the southern end of the waterfront.

Costs

The proposed engineering options range in complexity and therefore cost. As of the date of this memorandum, the least expensive option proposed is the first bulkhead construction option (steel sheet pile with tie backs) and a walkway at a ten foot elevation. This combination costs approximately \$6.75 million. The most expensive option proposed is the fourth bulkhead construction option (wharf) and a walkway at a fourteen and a half foot elevation. This combination costs approximately \$13.5 million. *Boswell has estimated the two additional scenarios listed above, as well as the costs of amenities for each of the options and will be presenting the results at the July 18, 2016 Board meeting.*

Costs for the Bulkhead replacement have been discussed since prior to 2013. In his January 21, 2013 memo to Mayor Pilla, Village Manager Christopher Steers reiterated that since 2007 ‘the Village has been taking the steps necessary to ensure the data and analysis is done in order for the BOT to choose the best fix at the best price.’ Quality of construction at a reasonable price point is still a priority of Village Staff in selecting the method for repair. As Mr. Steers stated in his 2013 memo, replacement of the vinyl bulkhead with steel is a “significant decision that will likely affect the future longevity of the bulkhead but more importantly the economic viability of the Village waterfront.” A well designed bulkhead will last longer and provide more financial benefits to Port Chester than will a flimsy replacement.

Department of Planning & Economic Development Research and Comments

A prevailing body of planning research, Crime Prevention through Environmental Design (CPTED), draws on the principle that well-designed public spaces both increase feelings of safety and reduce opportunities for crimes to occur. These spatial elements facilitate visibility throughout the site, feelings

of connectedness to nearby places, and opportunities for increased activity. Design elements that achieve these goals include:

- Pedestrian walkways that are elevated and visible from nearby stores, streets, and houses
- Easy access on and off the site
- Sightlines throughout the space that minimize concealed and/or isolated areas
- Zero-grade separation between walkways and green spaces
- Adequate lighting to increase usage into the early evening

When users of a park or other public place can see throughout the area and feel seen by others, they are more likely to feel safe, perceive a lower risk of crime, and get more enjoyment out of the space. Feelings of security increase with greater levels visibility throughout a site, a principle that Port Chester should embrace when considering designs for the waterfront walkway.

Throughout many of its past strategic plans, Port Chester has prioritized creation of an active waterfront. This includes a waterfront walkway and visual access to the Byram River. Guiding plans include the 1992 Local Waterfront Revitalization Program which set forth policies to facilitate creation of “an appropriately scaled walkway along the entire waterfront perimeter.” This policy is reflected in the 1998 Downtown Transportation Linkage Study which proposed enhanced access to the Byram River and construction of pedestrian amenities. Most recently, the 2012 Comprehensive Plan set forth recommendations to “encourage the development of walkways and corridors to improve pedestrian access to and along the waterfront,” “explore opportunities to provide continuous public access to the waterfront,” and “establish and maintain a public waterfront with both active and passive recreational opportunities to serve as an attraction and a destination for residents and visitors.” These goals and priorities speak to the Village’s long-held desire to create not just a waterfront walkway, but a useable space that utilizes optimal design principles and encourages high levels of use.

Further, the economic development reward for a good design will far outweigh upfront costs. As an example, in Alexandria, Virginia, their “Old Town” terminates at a waterfront, which splits the line between Virginia and Washington, D.C. The waterfront was revitalized in the 90’s to add a boardwalk and pier, plenty of street furniture, and a linear park at the north end. The spillover economic development effects have been tremendous, spawning large-scale residential and commercial development right on the water.



When realizing these goals for a walkable waterfront, it is vital that any approved plans encompass design elements that encourage site safety and use principles of full site visibility. To that end, the Department of Planning & Economic Development would suggest an alternative that provides the ability to encourage pedestrian gathering and activity – an alternative that incorporates a larger walkway at an elevation near or close to the grade of the adjacent land uses. As presented to date, Option 1, with a raised walkway appears to most closely align with this suggestion, while keeping cost in mind.

Next Steps

- Boswell to attend July 18, 2016 Board of Trustees meeting to present their findings and receive input on alternatives to submit to NYSDOS.
- Boswell to submit alternatives to NYSDOS for their review and comment.
- Village to select preferred alternative based on public, Board, Committee, and NYSDOS comments.
- **After a final design is selected** and the potential environmental disturbances can be more accurately quantified, Boswell will prepare a Construction Requirement Analysis listing all permits, approvals, and requirements and detailing how each requirement will be met. This will be submitted to NYSDOS for their review.
- Work on final design will proceed once the NYSDOS has approved the Analysis. Boswell will then complete the necessary documents for a determination of significance by the State Environmental Quality Review Act (SEQRA).
- Boswell will then prepare draft final plans for submittal to the NYSDOS and the Village.
- Once comments are received and addressed, Boswell will then prepare all final construction documents including plans, specifications, and cost estimates for submittal to the NYSDOS and the Village.
- After these documents have been approved by the NYSDOS and the Village, Boswell will prepare the necessary application packages for the various State and federal permits. Prior to filing for permits, all applications shall be submitted to the NYSDOS for review and comment.
- **Subject to timely reviews by the NYSDOS (14 day calendar days assigned to each of the 4 review periods)**, Boswell anticipates that the preparation of the documents necessary for the permit applications can be completed by Spring 2017.



General View Collapsed Bulkhead- Looking South



Walkway South End- Looking South



Walkway Section 1 - Looking South



Walkway Section 2 - Looking North

EXISTING CONDITIONS



Walkway Section 3 - Looking North



Walkway Section 3 - Looking Northwest

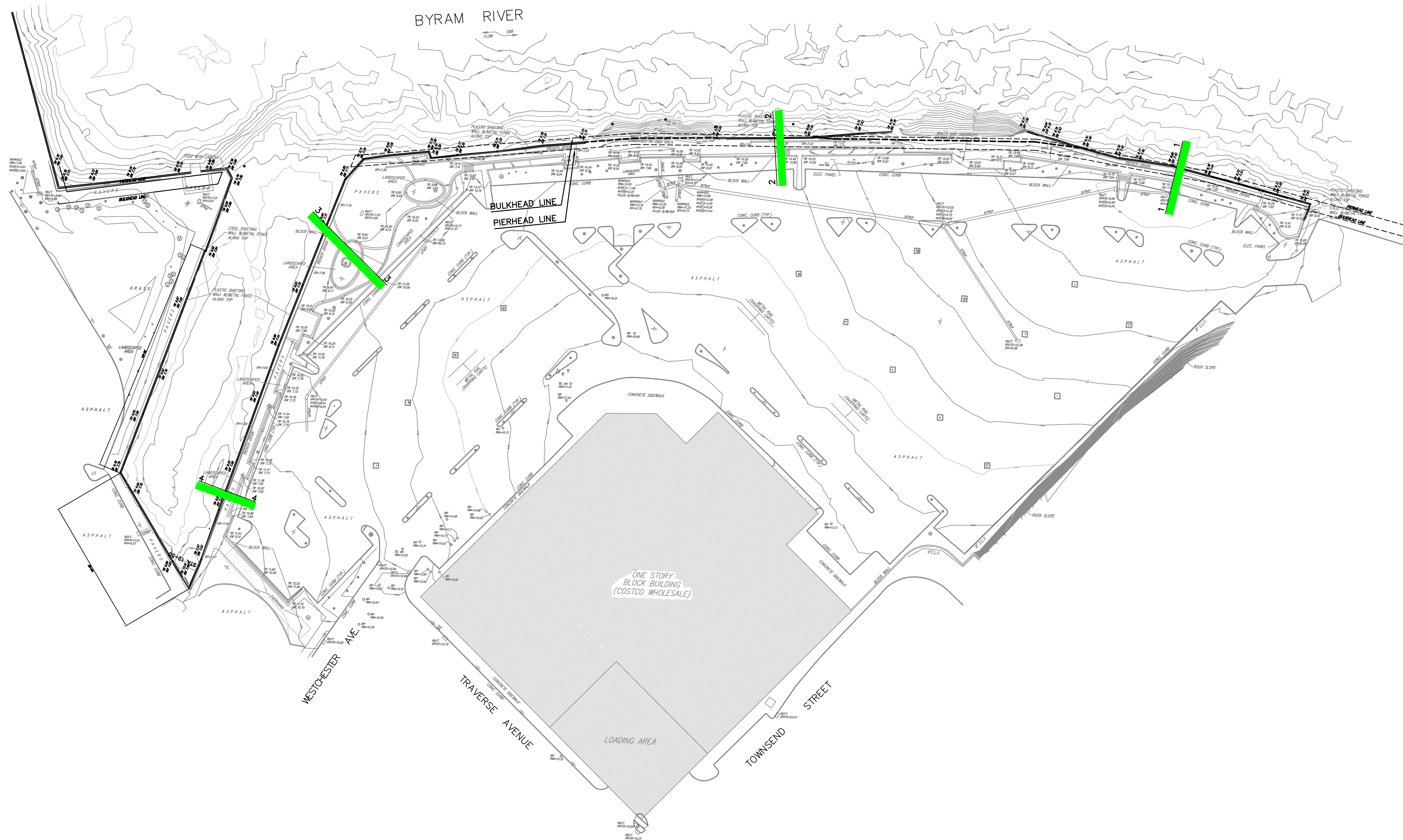
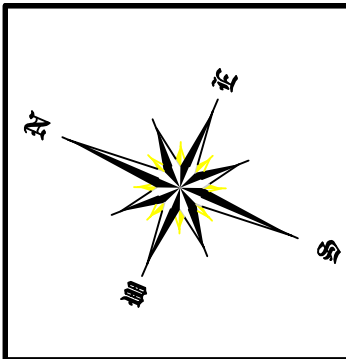


Walkway Along North Side of Cove - Looking East

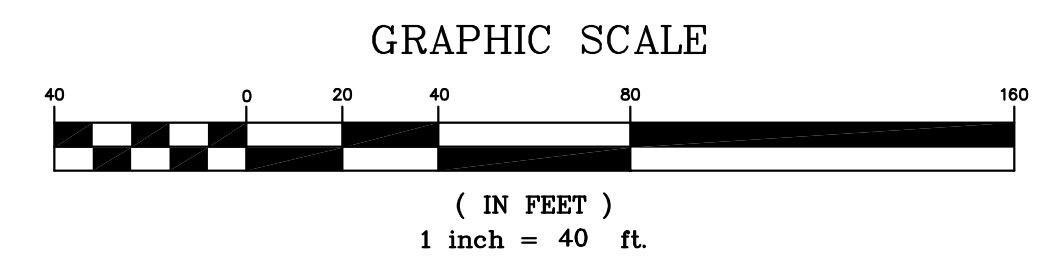


General View of Cove- Looking West

EXISTING CONDITIONS



PLAN



NO.	DATE	DESCRIPTION	SURVEYED BY	DRAWN BY	DESIGNED BY	CHECKED BY

NO. DATE DESCRIPTION SURVEYED BY DRAWN BY DESIGNED BY CHECKED BY

PLOT BY: gkukutanov PLOT DATE: 9/24/2009 2:06 PM

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STEPHEN T. BOSWELL

PROFESSIONAL ENGINEER N.J. LIC. 34680

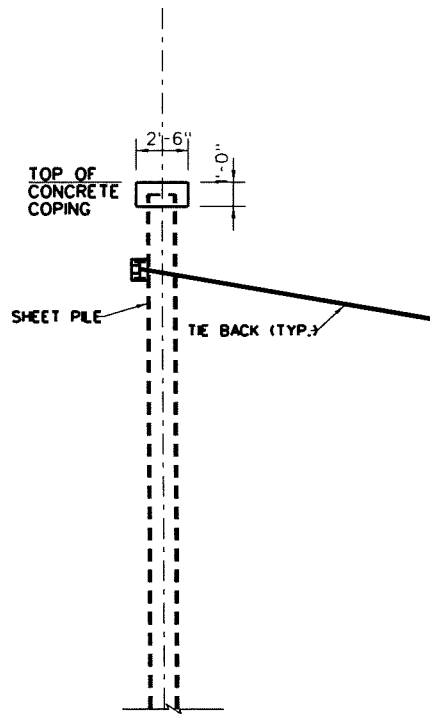
JOHN R. VALENTIN

PROFESSIONAL ENGINEER N.J. LIC. 37568

REPAIR OF COLLAPSED BULKHEAD SECTION
 ALONG BYRAM RIVER
 GENERAL PLAN
 VILLAGE OF PORT CHESTER
 WESTCHESTER COUNTY NEW YORK

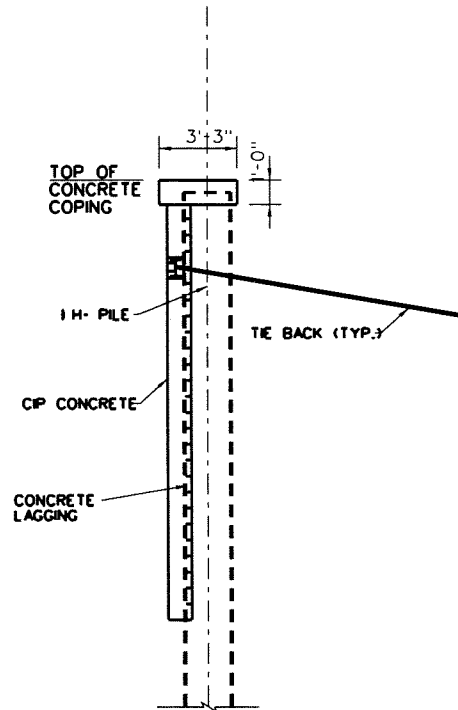
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CADD FILE: 15-192-Alternates SHEET 1 of 9



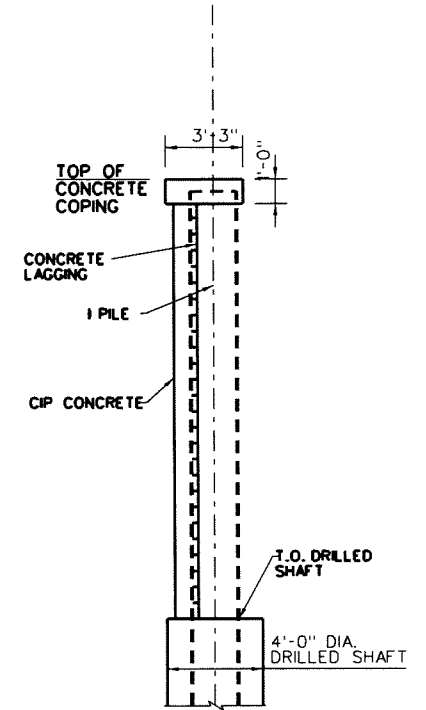
SHEET PILE WITH TIE BACK
AS RETAINING WALL
N.T.S.

ALTERNATIVE 1



H-PILE WITH TIE BACK
AS RETAINING WALL
N.T.S.

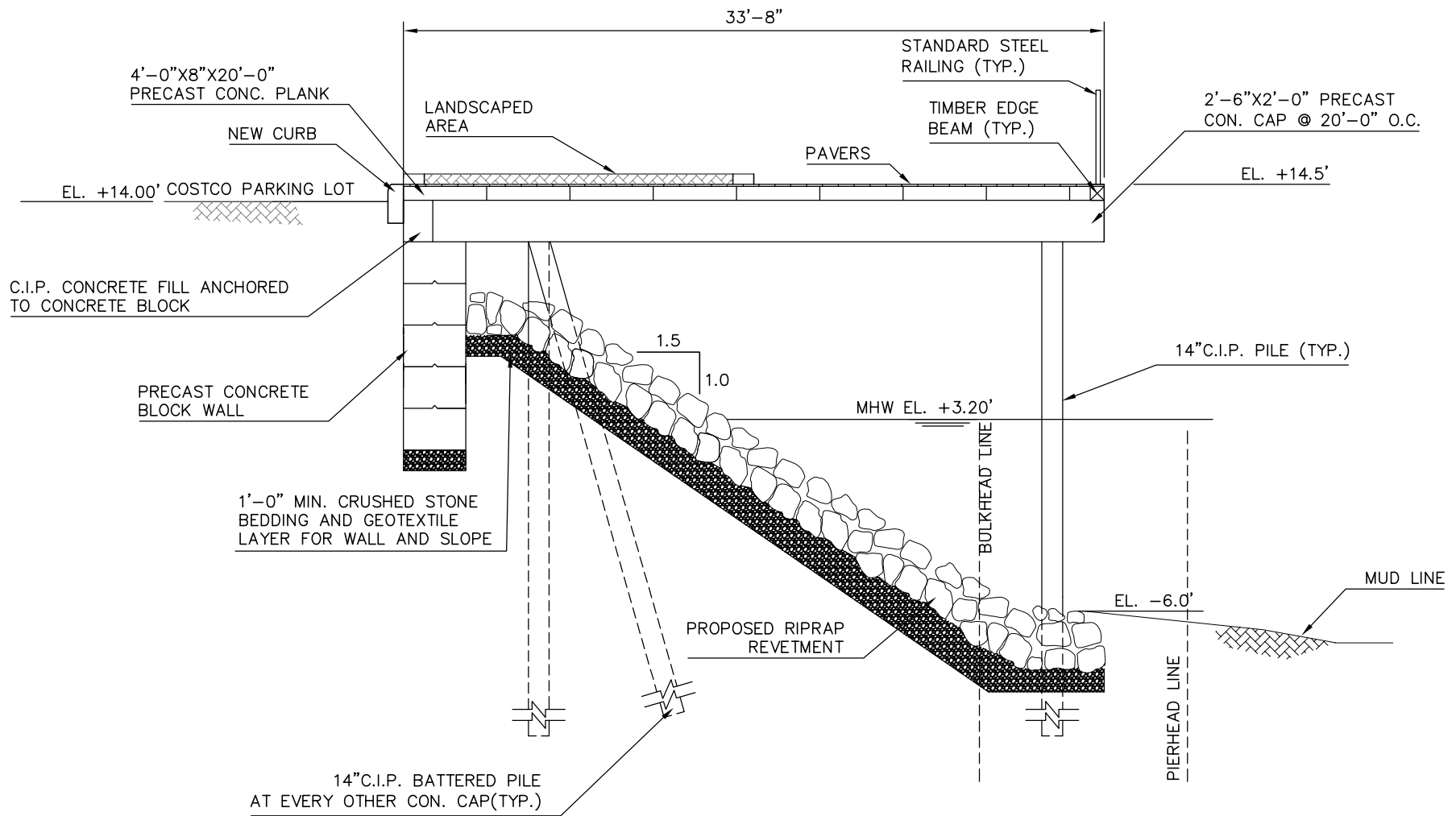
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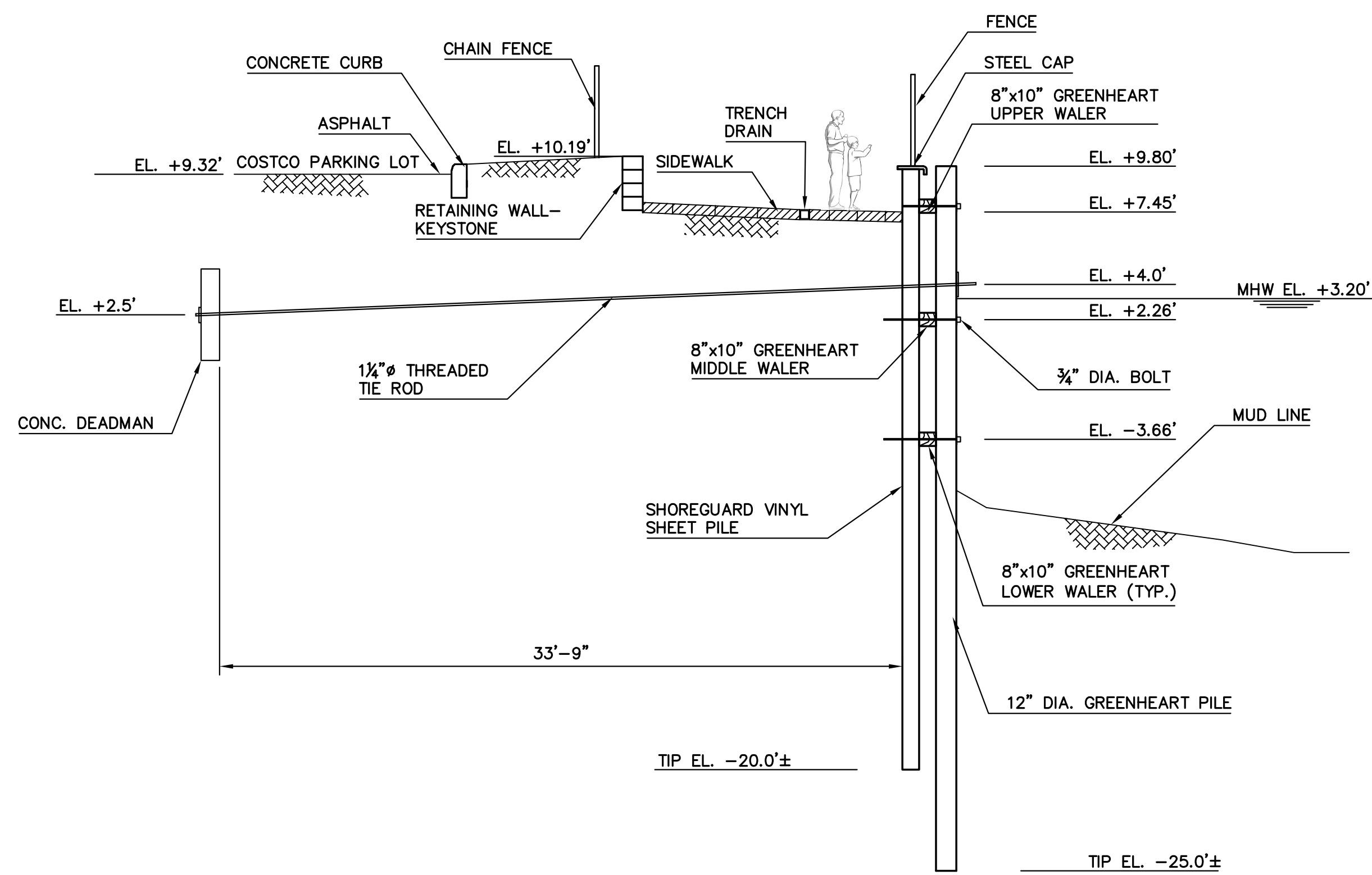
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ALTERNATIVE 3

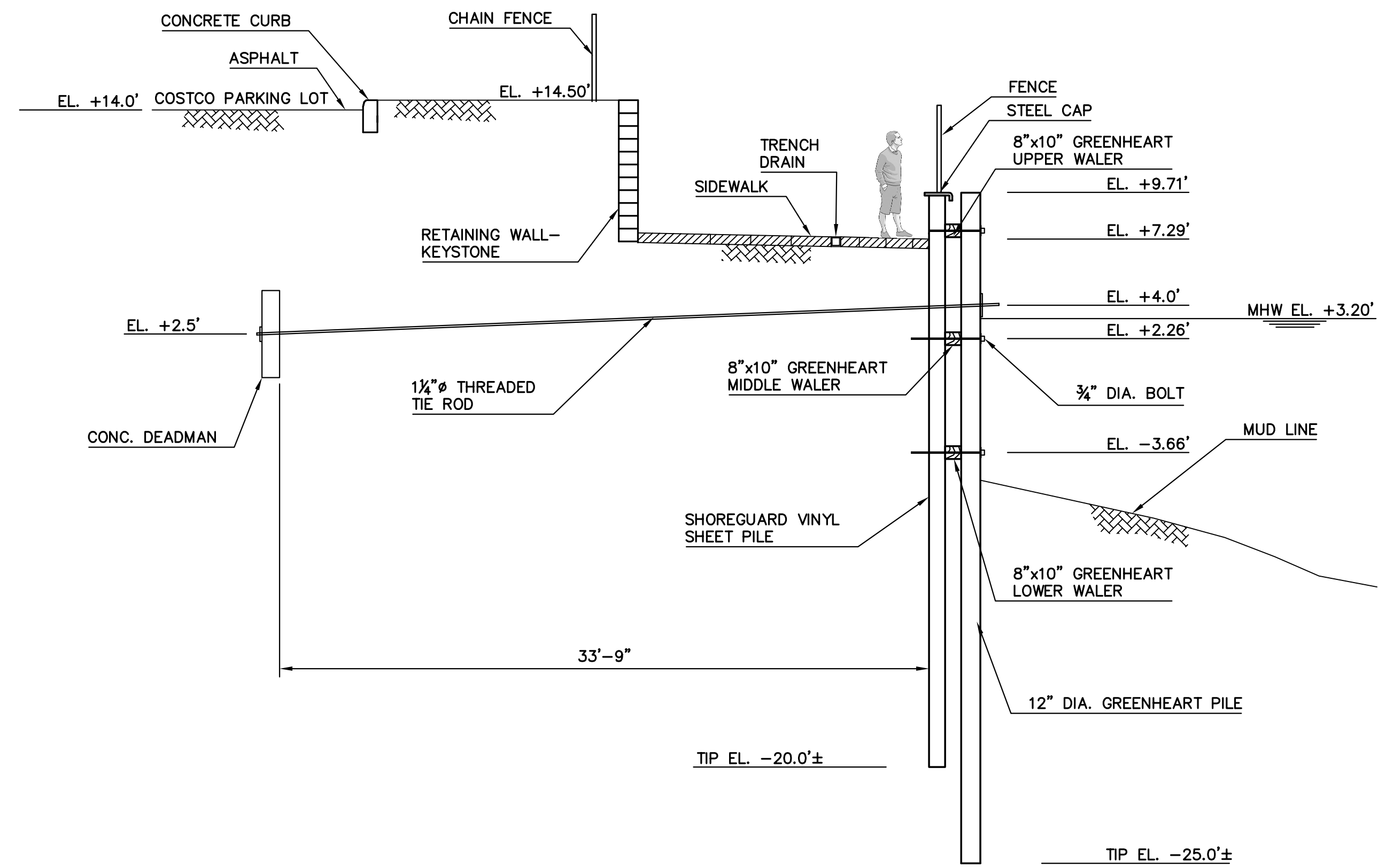
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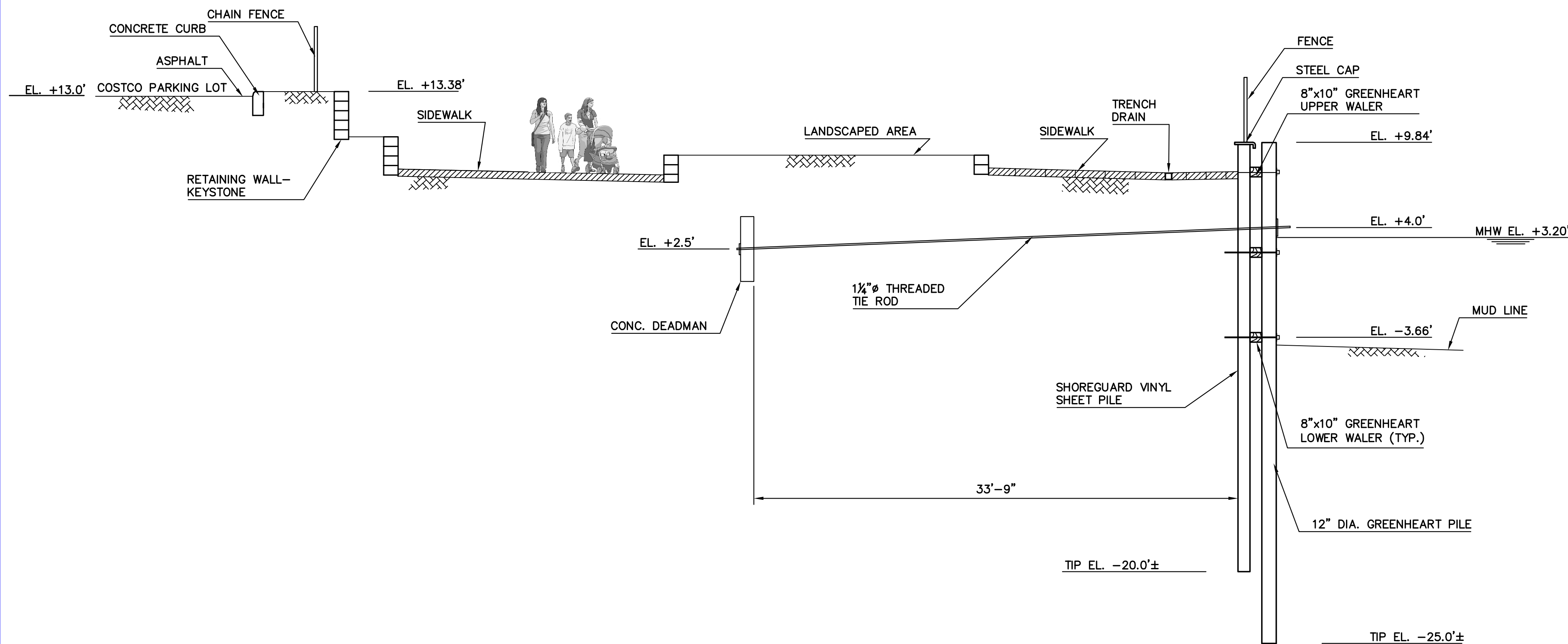
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 ALTERNATIVE 4



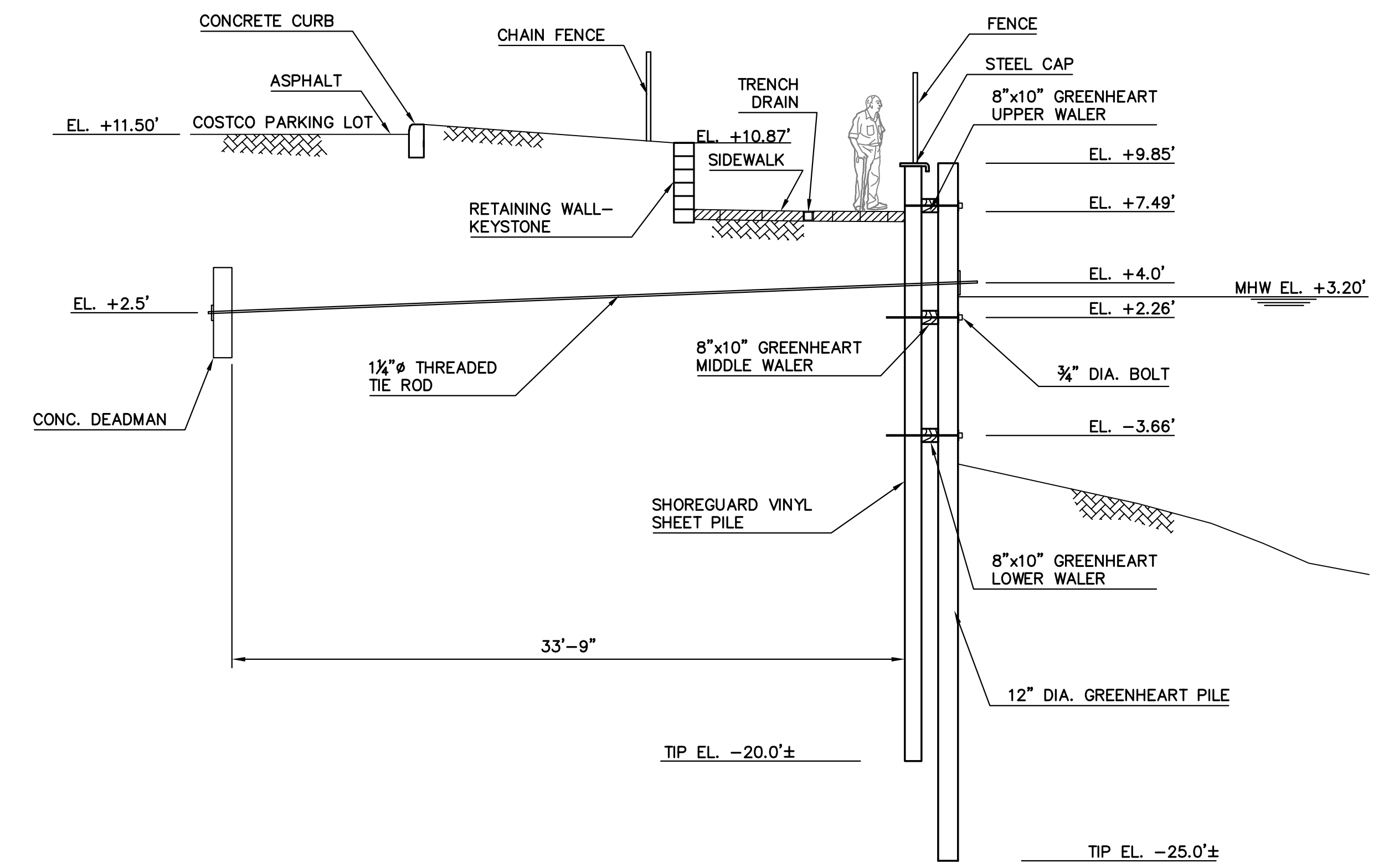
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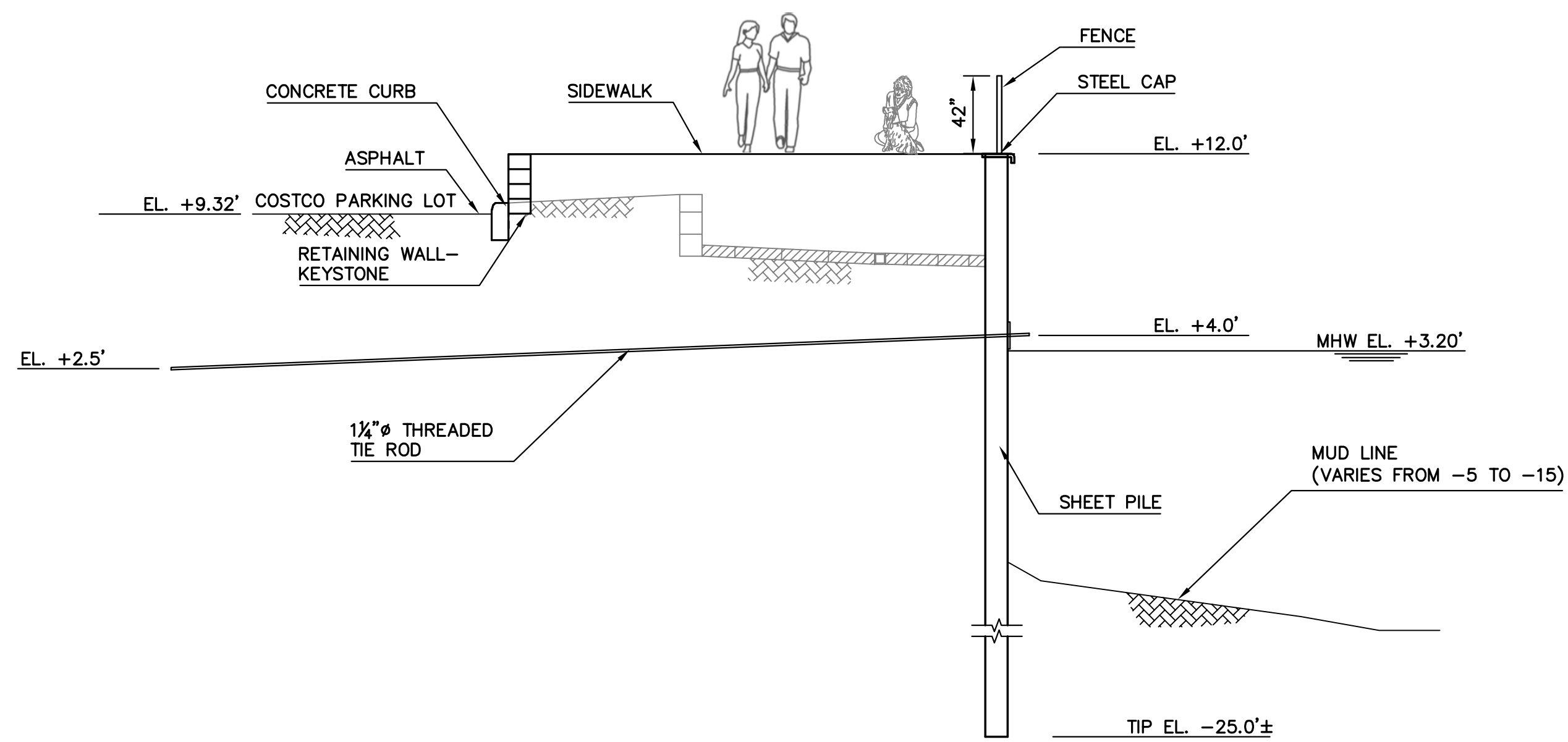


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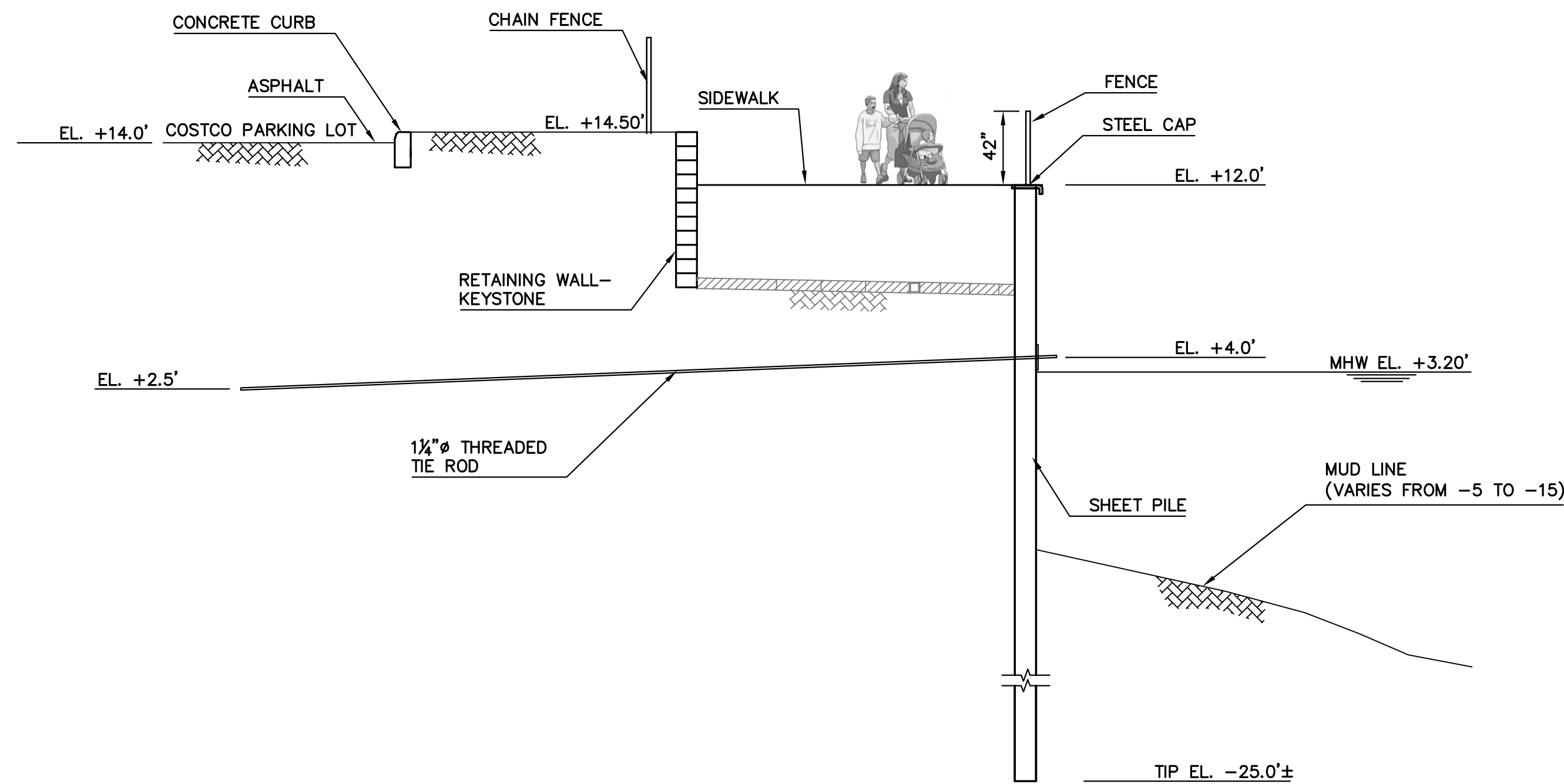


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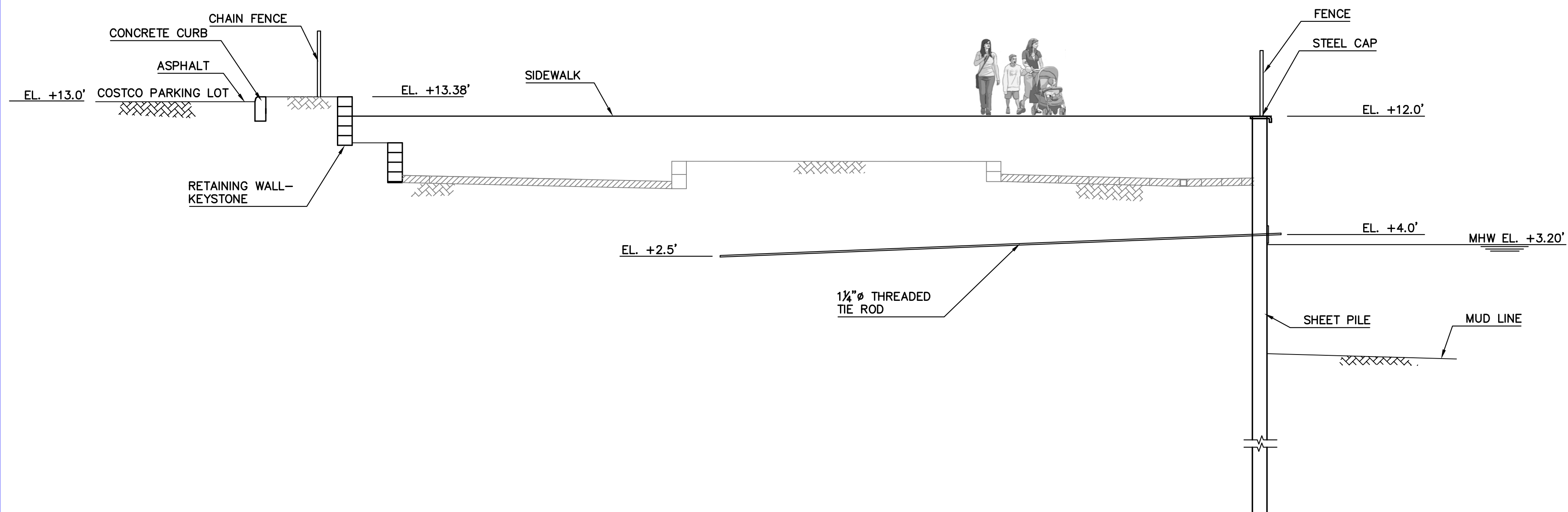
PORT CHESTER WATERFRONT WALKWAY SECTIONS - EXISTING



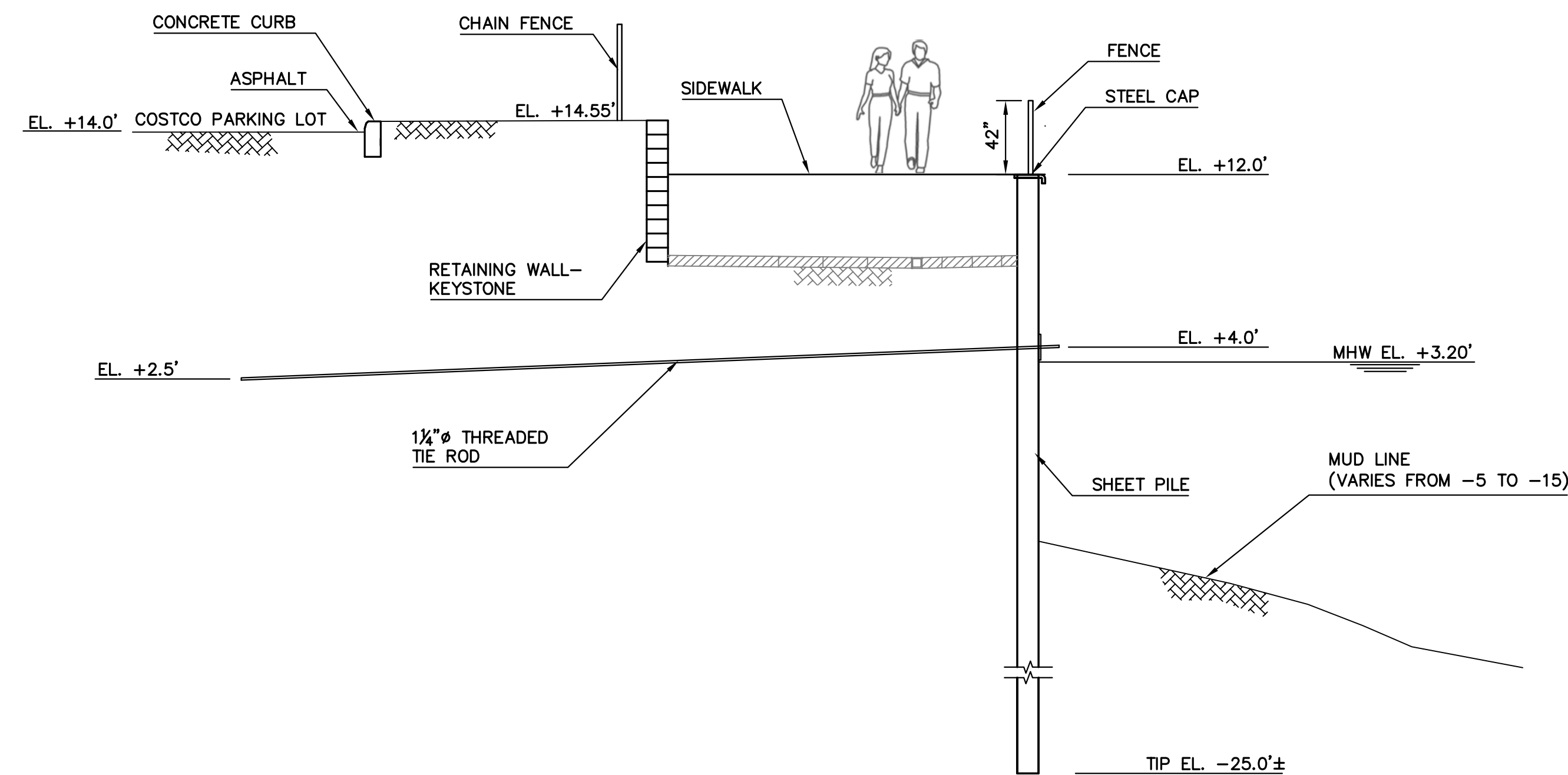
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SECTION 2-2
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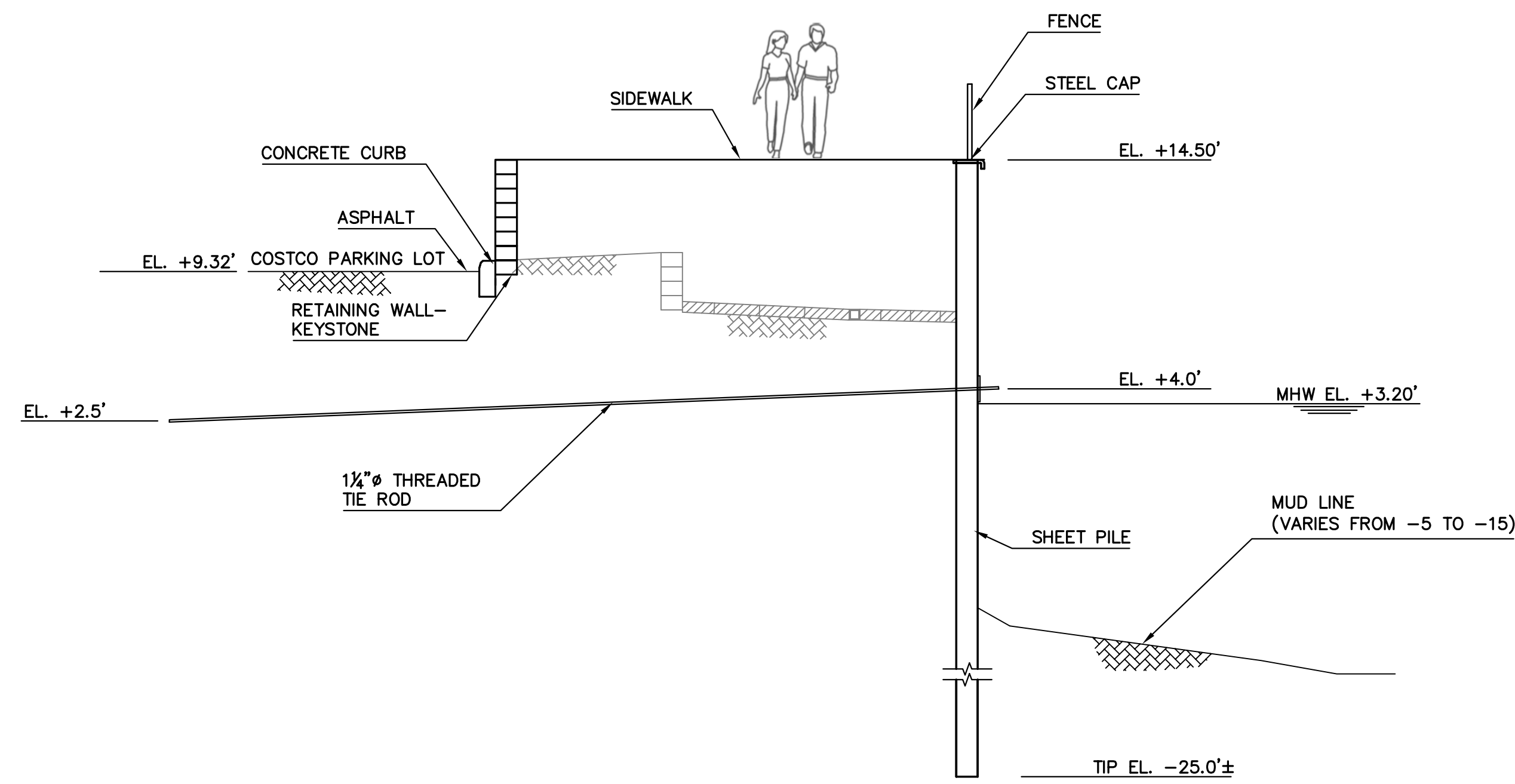
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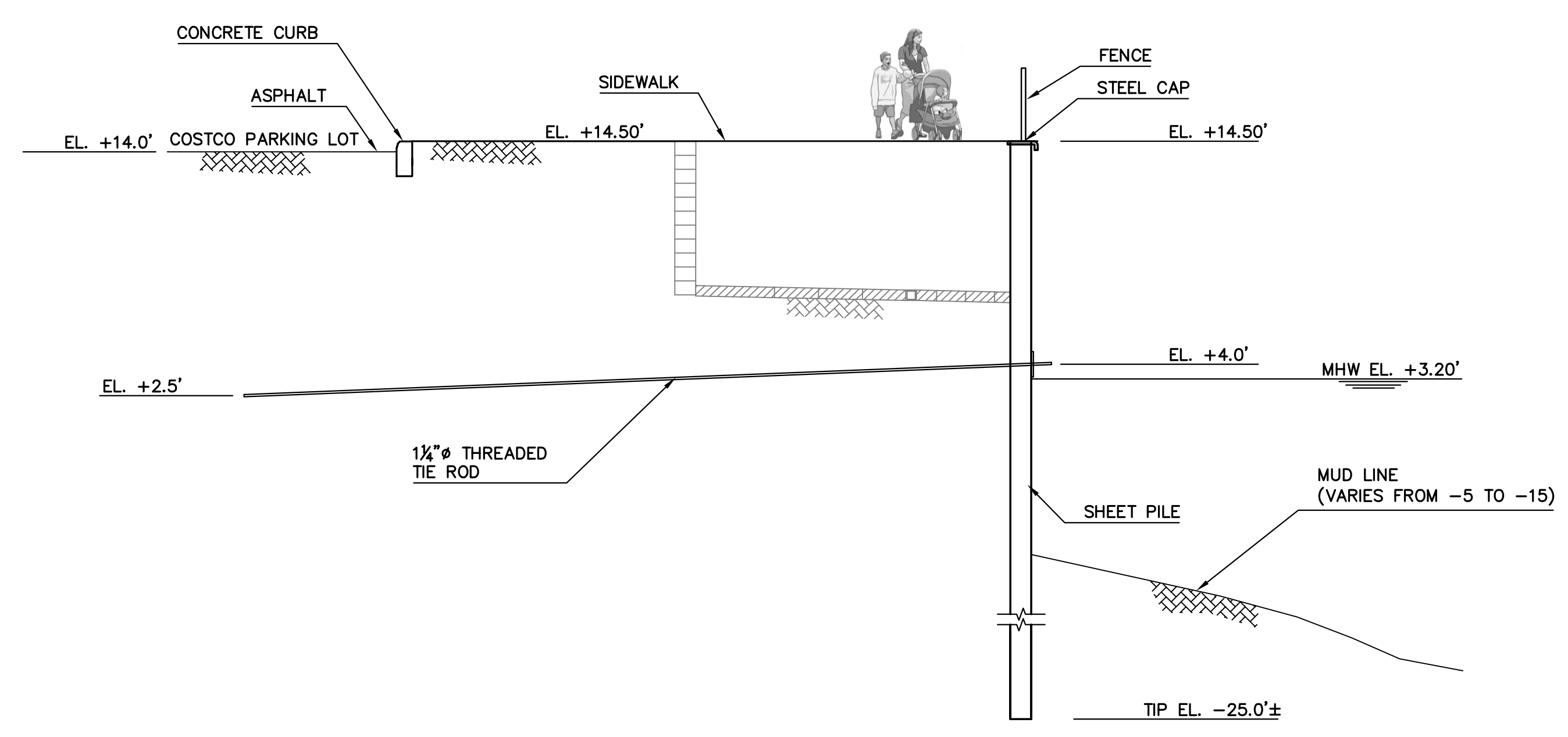
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PORT CHESTER WATERFRONT WALKWAY SECTIONS - OPTION 1

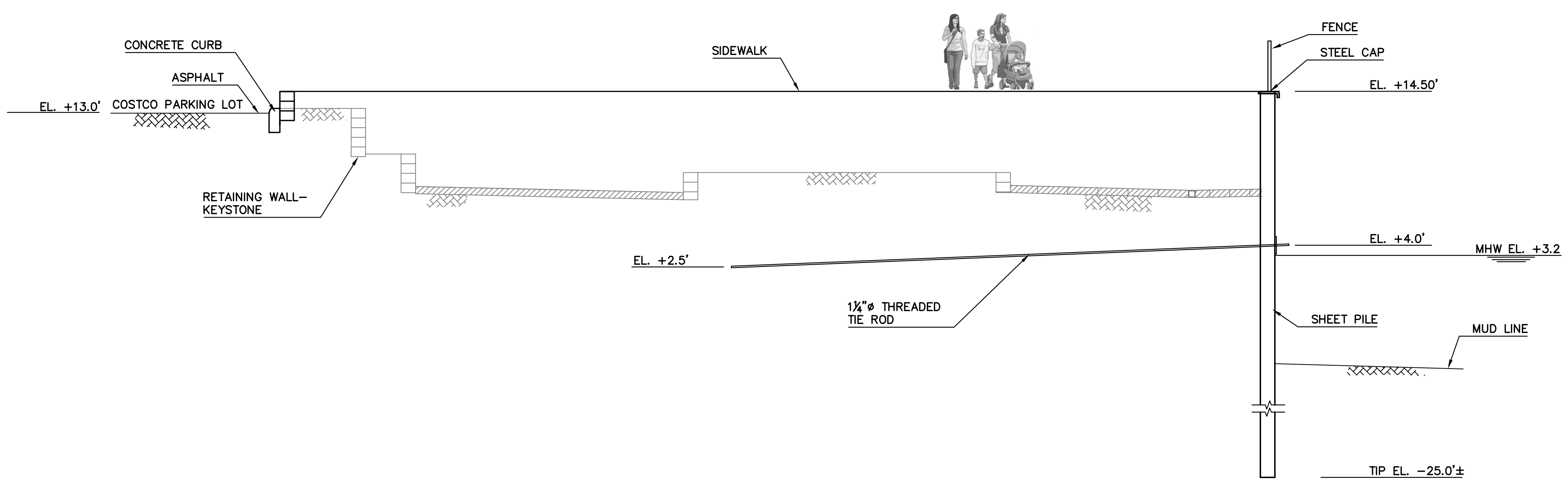
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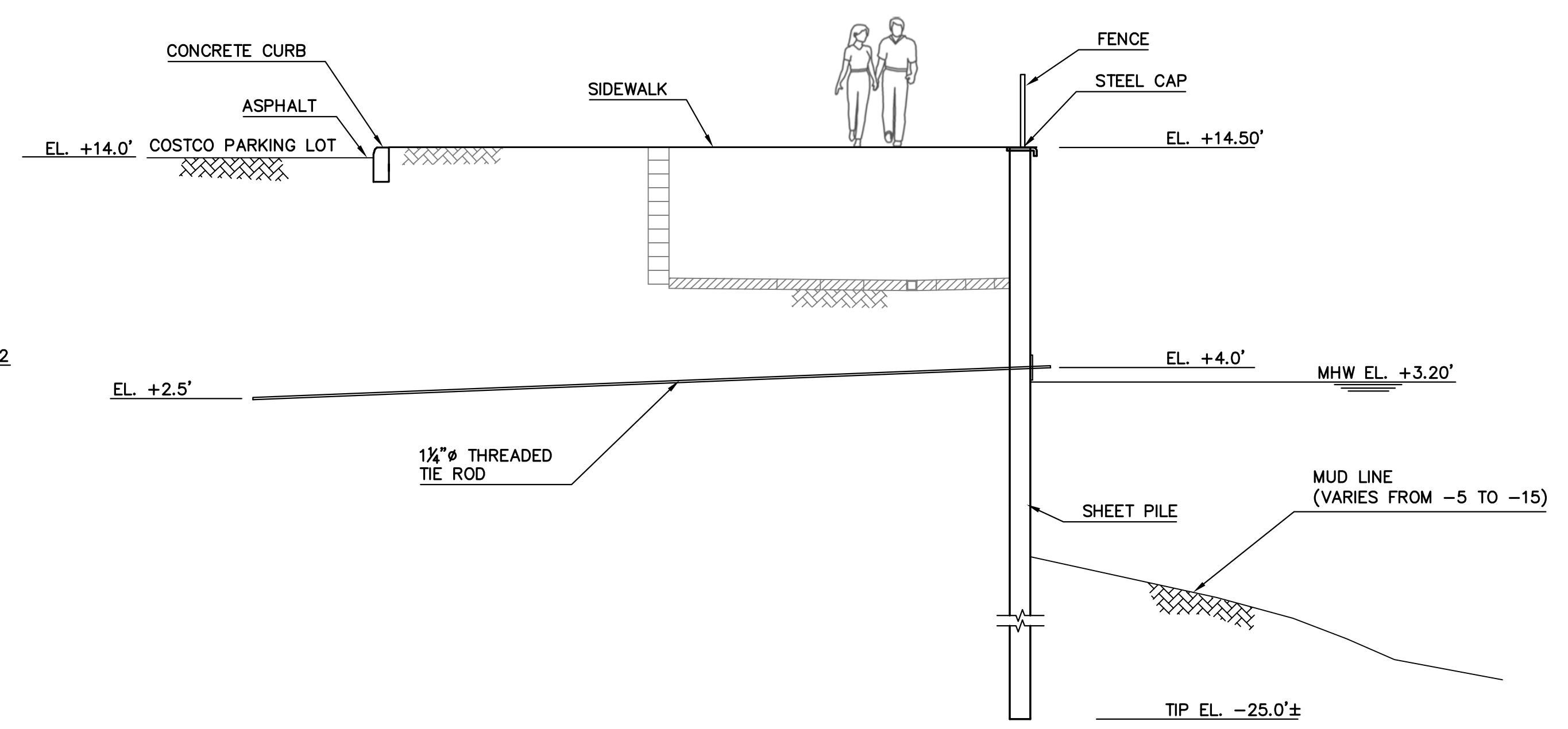
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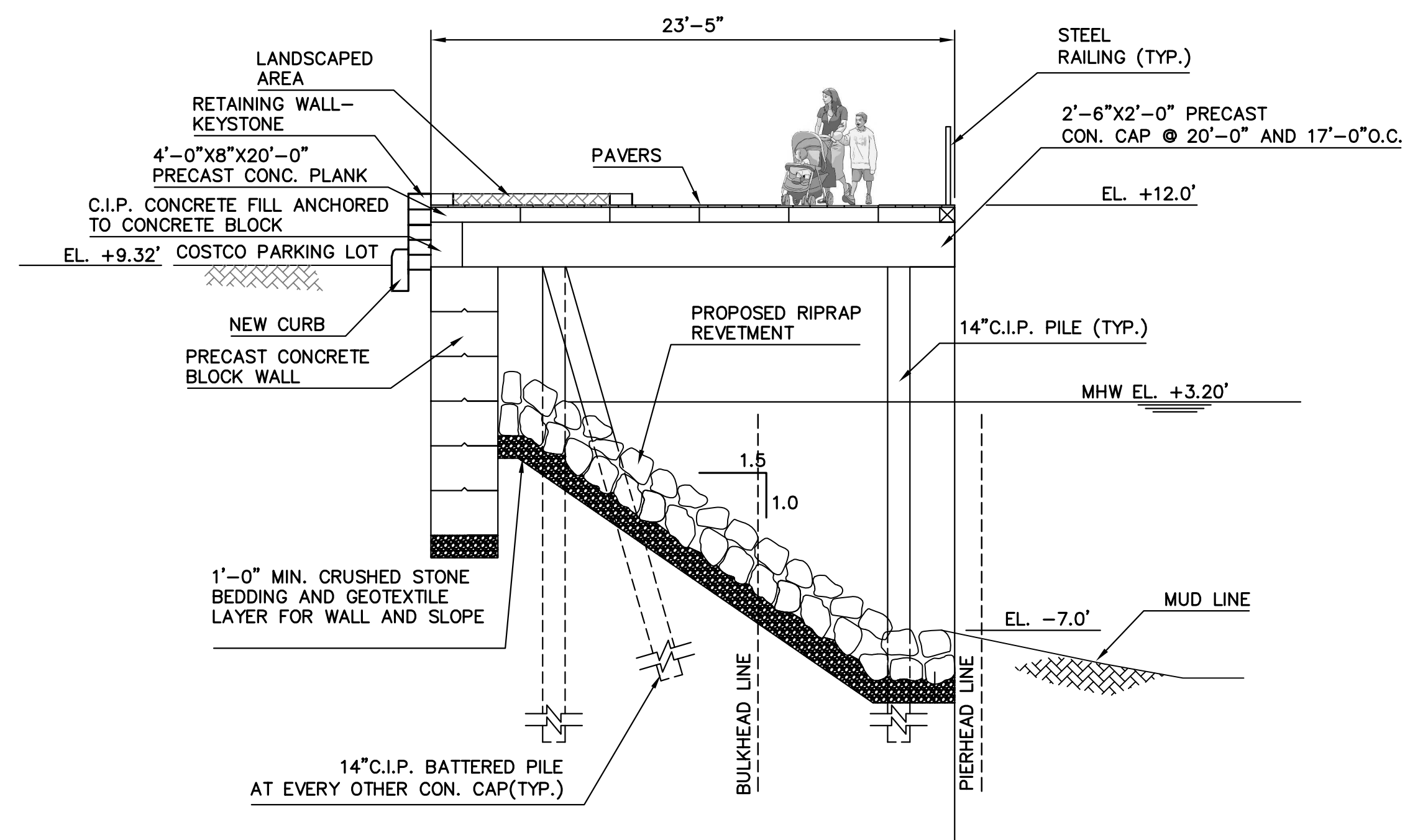
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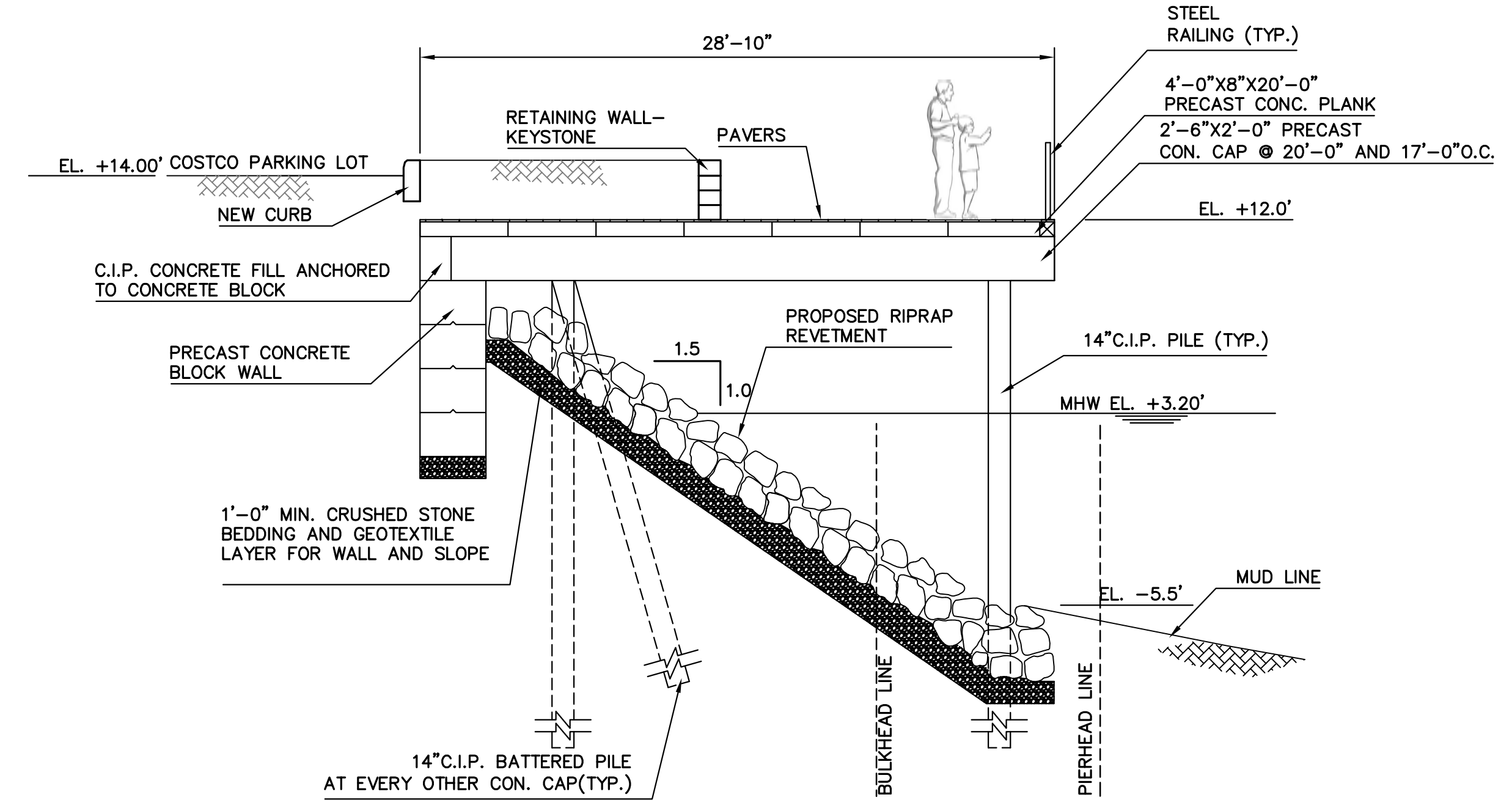
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PORT CHESTER WATERFRONT WALKWAY SECTIONS - OPTION 2

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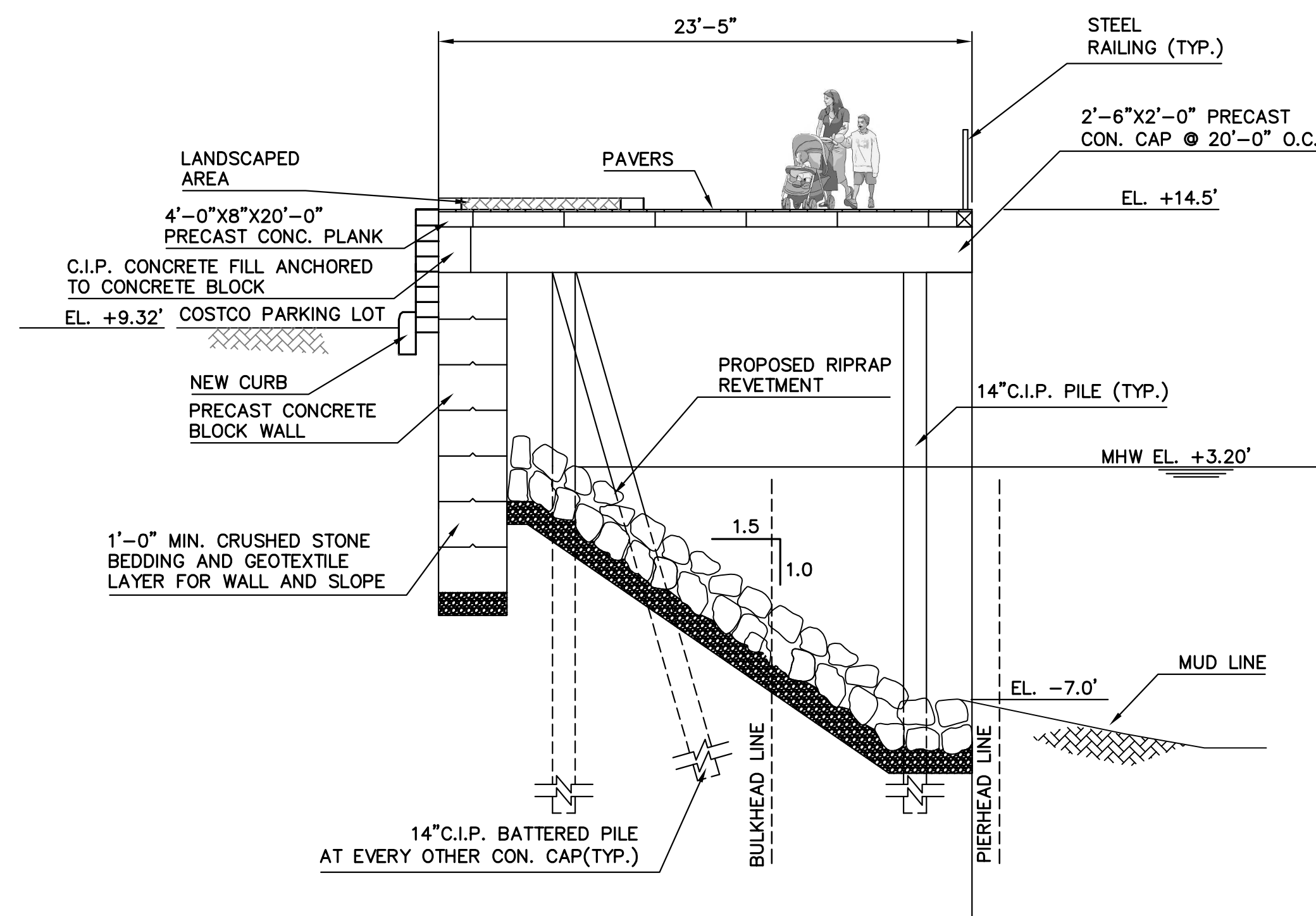


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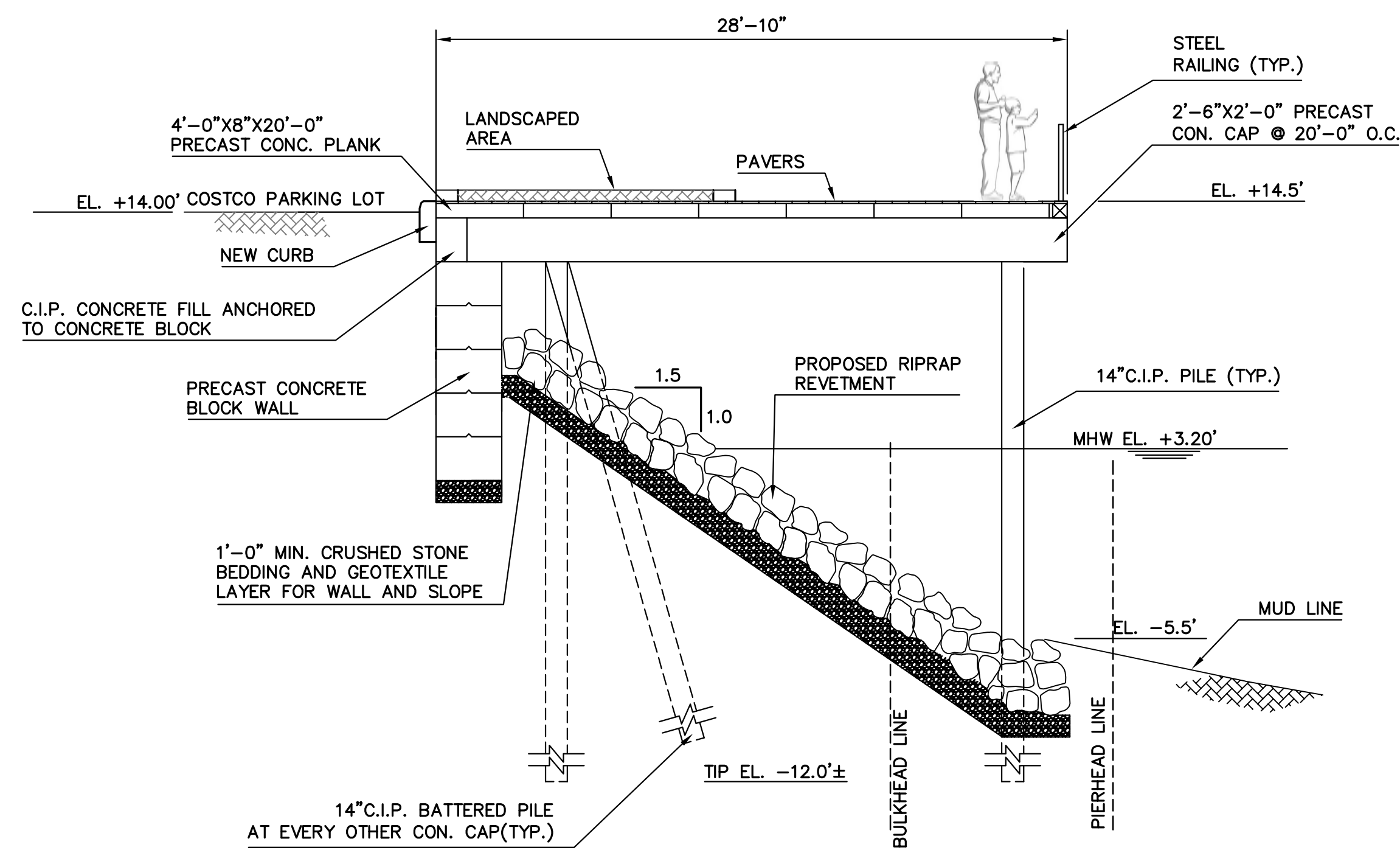


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OPTION 1



SECTION 1-1
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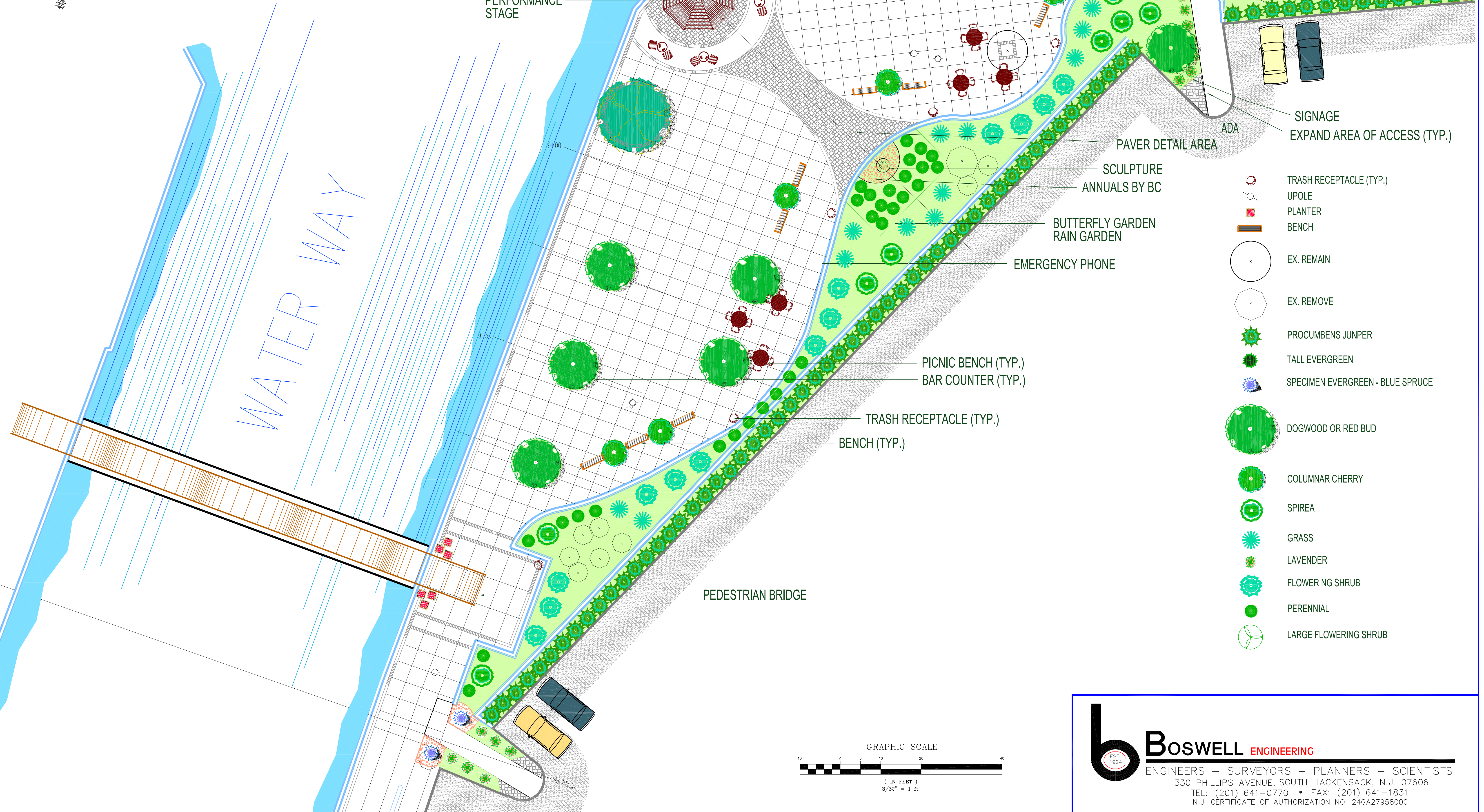
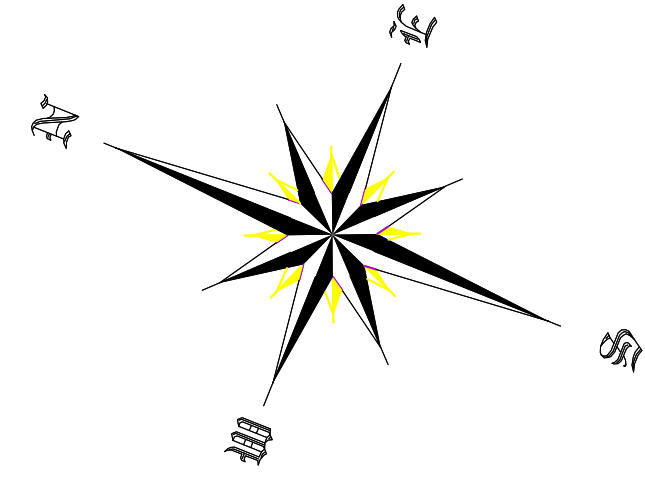


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OPTION 2

PORT CHESTER WATERFRONT WALKWAY SECTIONS - ALTERNATE 4

PORT CHESTER WATERFRONT WALKWAY ACTIVITY NODE



PERFORMANCE STAGE

RAMP DOWN

SIGNAGE
EXPAND AREA OF ACCESS (TYP.)

ADA

PAVER DETAIL AREA

SCULPTURE
ANNUALS BY BC

BUTTERFLY GARDEN
RAIN GARDEN

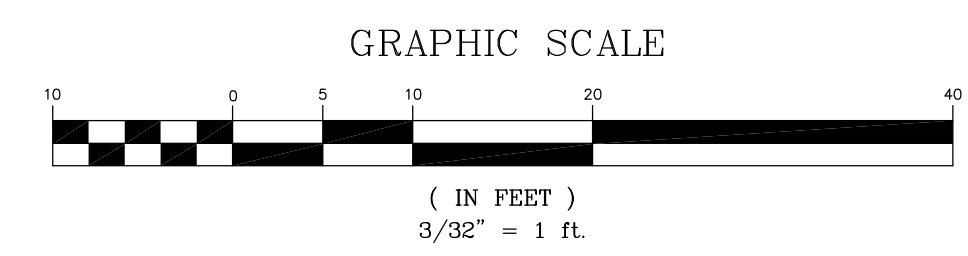
EMERGENCY PHONE

PICNIC BENCH (TYP.)
BAR COUNTER (TYP.)

TRASH RECEPTACLE (TYP.)
BENCH (TYP.)

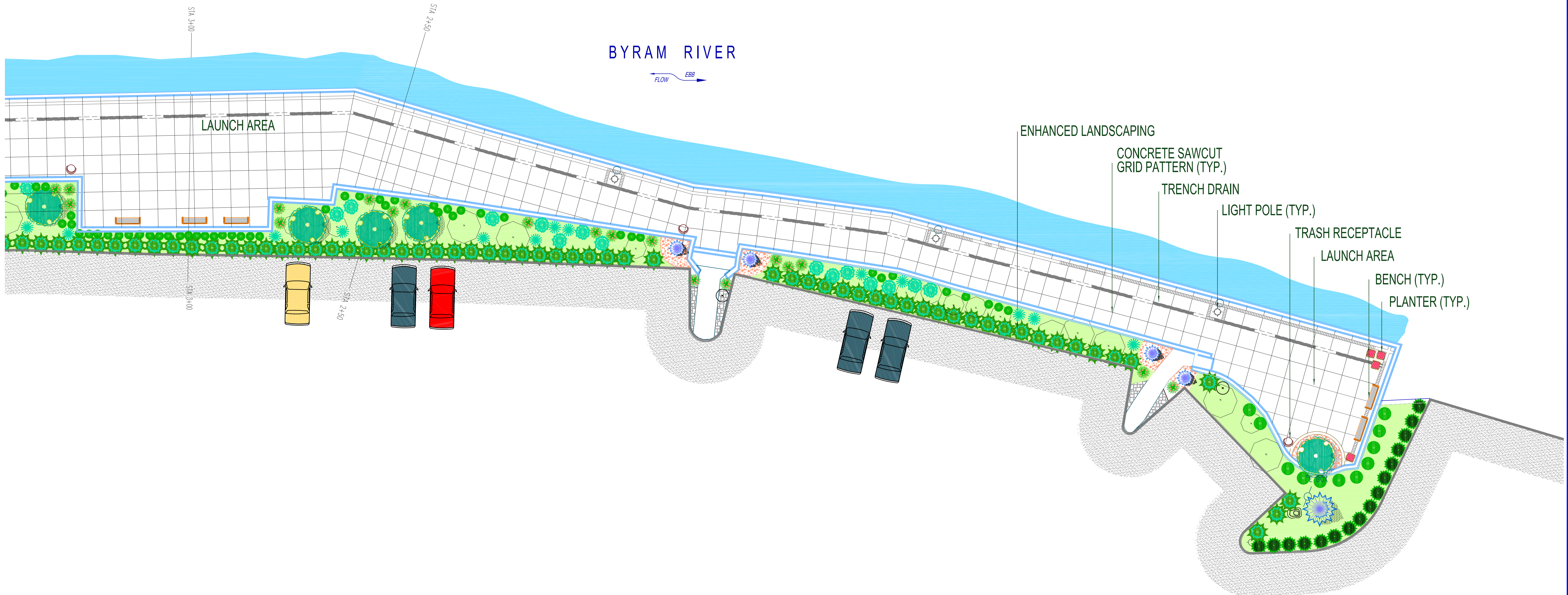
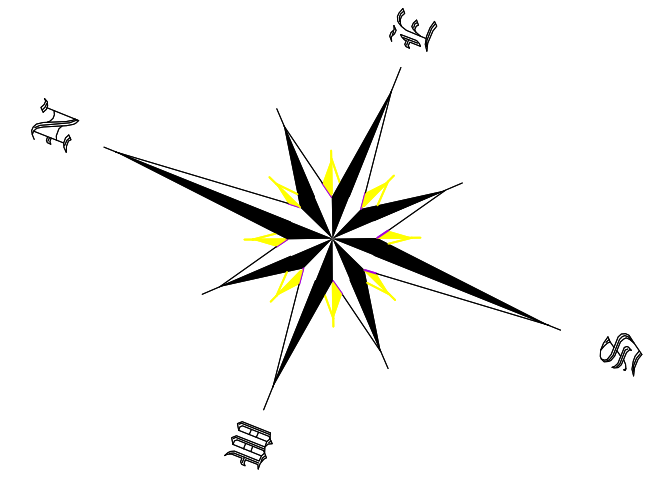
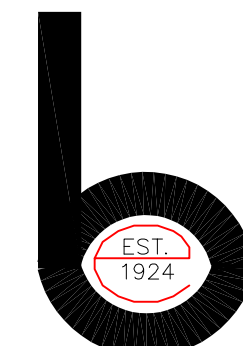
PEDESTRIAN BRIDGE

- TRASH RECEPTACLE (TYP.)
- UPOLE
- PLANTER
- BENCH
- EX. REMAIN
- EX. REMOVE
- PROCUMBENS JUNPER
- TALL EVERGREEN
- SPECIMEN EVERGREEN - BLUE SPRUCE
- DOGWOOD OR RED BUD
- COLUMNAR CHERRY
- SPIREA
- GRASS
- LAVENDER
- FLOWERING SHRUB
- PERENNIAL
- LARGE FLOWERING SHRUB



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PORT CHESTER WATERFRONT WALKWAY SOUTH END

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LIGHTING



BENCHES & TRASH RECEPTACLES



RAILING

PORT CHESTER WATERFRONT WALKWAY



Pedestrian Bridge



Kayak Launch




Happy Kayaker



VILLAGE OF PORT CHESTER
OFFICE OF THE VILLAGE MANAGER

MEMORANDUM

TO: Dennis Pilla, Mayor



FROM: Christopher D. Steers, Village Manager

DATE: January 21st, 2013

RE: Follow Up on Bulkhead Questions

Reference is made to your emails addressed to me received on December 21st and 28th, 2012; regarding your questions on the bulkhead (attached). You asked several detailed questions relating to the current status of the repair bid and other technical questions relating to design, build, timing, and legal risk. Your questions prompted me to spend some time researching recent history on the bulkhead including looking through the various resolutions, reports, and bids issued or otherwise performed to date. I found the process quite revealing and now present you with the following summary:

- Based on an engineering report from HPA dated September 2007 (attached), it is clear that the bulkhead has been failing or in imminent danger of failing since at least some time in 2007. The words used by HPA in 2007 were "...or at the brink of failure (page 5-1, ¶2)." Further, the HPA report was quite thorough and reached the following conclusions:

"... In general it is our opinion that the construction of this bulkhead was very poor (page 8-1, ¶ 1)": and;

"Poor construction of the bulkhead represents only a portion of the problems observed. It is our opinion that there are also issues with the design itself (page 8-1, ¶1)."

There is a great deal of detail in the report itself and it is good reading to refresh ones memory. The most pertinent point and the point that seems to be getting lost in our current discussions is the fact that the entire vinyl bulkhead is failing, not just the section that now resides at the bottom of the river.

- In April of 2010 Ocean and Coastal conducted a preliminary analysis of the then existing conditions of the bulkhead (attached). Their preliminary analysis spoke to the bulkhead being significantly over stressed due to obvious vertical movement, soil settlement, twisting and other movement along various sections of the entire vinyl bulkhead. Ocean and Coastal reached the following conclusions:

“...Several tie rods have failed allowing the bulkhead to move free and to overstress the remaining tie rods (page 5, ¶3)”; and;

“The timber piles and wales also show the effect of the overstress in the form of splits and spalls. These members are distributing the soil pressure on the bulkhead to the tie rods. When the tie rod breaks, the wales and piles take more loading as the span increases twofold. This increase in span also increases the load on the remaining tie rods, eventually causing them to fail (page 5, ¶4)”; and,

“The possibility of sudden, localized failure poses a risk to pedestrian and boat owners/operators on the adjacent docks. OCC recommends that the Village of Port Chester prevent any use of the promenade and discontinue the use of the adjacent docks until the bulkhead is repaired (page 6, ¶2)”; and finally,

“A standard repair for this type of wall involves the use of a new steel sheet pile wall driven in front of the existing bulkhead... (page 6, ¶3)”

- o In August of 2010 a portion of the bulkhead failed. All related parties were notified. Emergency repairs were bid and ultimately awarded to Concavage in January of 2011. The emergency repairs were completed on or about February 15th, 2011.
- o On February 7, 2011 the BOT awarded a contract to Halcrow Engineers, P.C. for the design, plans, and specifications and creation of bid documents for the complete replacement of the vinyl bulkhead with a steel sheet pile bulkhead (attached). Note; the contract is still pending full execution.
- o In March of 2011 a bid was awarded to Ocean and Coastal to perform a preliminary design and alternative analysis for the replacement of the existing vinyl bulkhead. OCC developed seven (7) initial replacement alternative concepts and evaluated same as follows (report attached):

1. <i>Anchored Vinyl Sheet Pile Wall:</i>	NON-VIABLE
2. <i>Anchored Composite Sheet Pile Wall:</i>	NON-VIABLE
3. <i>Riprap Revetment:</i>	NON-VIABLE
4. <i>Riprap Revetment with Cantilevered Sheet Pile Wall:</i>	NON-VIABLE
5. <i>Riprap Revetment with Concrete Retaining Wall:</i>	NON-VIABLE
6. <i>Steel Sheet Pile Bulkhead:</i>	VIABLE
7. <i>Wharf:</i>	VIABLE

Ultimately, OCC chose the **Steel Sheet Pile Bulkhead** and stated; “... it is OCC’s opinion that the current plan to replace the existing vinyl bulkhead with a steel sheet pile bulkhead is the most cost effective solution with the least impact to the operations at Costco. (page 1, ¶3)”. Their report recommended going forward with the plan contemplated in the afore mentioned February 7th, 2011 BOT action.

In sum, from 2007 on every Engineer or Coastal Engineering firm retained by the Village has recommended the replacement of the vinyl bulkhead with a steel bulkhead. It is clear that the Village has been taking the steps necessary to ensure the data and analysis is done in order for the BOT to choose the best fix at the best price. Hence the bid #4-12 that was issued on August 24th, 2012 as an exercise to determine whether the developer’s or our engineer’s repair numbers were more accurate.

As you are aware the bid came in with only one bidder and the bid itself seemed unreasonably low. Further review was undertaken by our engineers to assess a number of potential unknowns not specified in the bid specs that would result in extensive and costly change orders. Resultantly, on November 19th, 2012 a resolution to reject bid #4-12 was motioned, however it was tabled.

Mr. Waller will be providing me with a follow up memorandum on the other actions taken by the Village from 2011 when the BOT took action towards designing said steel bulkhead and what has transpired to date; in order to clarify efforts, potential hidden costs, and why the latest bid was not intended for construction purposes.

In regards to analyzing legal risks, that is beyond my purview. However, I have been advised by the Village Attorney that the legal risk has been present since the Village was first on notice of the condition of the vinyl bulkhead or at least since 2007. Further, the Village Attorney did opine on a possible course of action then which included establishing a district that would encumber and or otherwise provide for a mechanism and funding for the replacement of the vinyl bulkhead. On January of 15, 2011 a confidential memo to the board, issued by Harris Beach, laid out the steps and process for the formation of a district, the key step being the need for a plan (attached).

At this time and based on the apparent board consensus on moving forward with a district plan the rational next step is to fulfill the pending contract with Halcrow for the design and bid specs for the steel replacement. Ultimately however, this is a policy decision for the Board of Trustees. It is a significant decision that will likely affect the future longevity of the bulkhead but more importantly the economic viability of the Village waterfront.

CC: Board of Trustees
Tony Cerreto, Village Attorney
Christopher Ameigh, Administrative Aide
File

**BYRAM RIVER – COSTCO DEVELOPMENT
VINYL SHEET PILE BULKHEAD WALL
EVALUATION REPORT**

**VILLAGE OF PORT CHESTER,
WESTCHESTER COUNTY,
NEW YORK**

JANUARY 2007



HPA Engineers, P.C.
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New York, NY 10007
Tel (212) 608-3990 Fax (212) 566-5059
www.hpa.com



January 16, 2007
DIDRVP100

Dolph Rotfeld Engineering, PC
200 White Plains Road
Tarrytown, NY 10591

Attention: Mr. Dolph Rotfeld

Subject: Draft Byram River – Costco Development Vinyl Sheet Pile
Bulkhead Evaluation Report –
Village of Port Chester, Westchester County, New York

Dear Mr. Rotfeld:

HPA Engineers, PC (HPA) is pleased to submit two (2) copies of the referenced draft report, which presents the results of an independent evaluation of the newly constructed vinyl sheet pile bulkhead retaining wall at the general area of the intersection of Westchester and Townsend Avenues, in the Village of Port Chester, Westchester County, New York. The report addresses the independent evaluation analyses conducted and our professional opinion regarding both the design and construction of this anchored sheet pile bulkhead. This draft report is presented for your review and comments.

Once more, we would like to thank you for presenting us with the opportunity to provide this service. Please do not hesitate to contact us if you have any comments or questions.

Very truly yours,

HPA Engineers, PC

A handwritten signature in black ink, appearing to read 'Alan Waller', with a stylized flourish at the end.

Alan Waller, P.E.
Project Manager

P:\PROJECTS\UNINSPECTION\DIDRVP – Village of Port Chester Bulkhead Evaluation\Draft Report\letter
c: JG, AW, SN, File

Attachments: 2 copies of the Draft Vinyl Sheet Pile Bulkhead Evaluation Report

**BYRAM RIVER – COSTCO DEVELOPMENT
VINYL SHEET PILE BULKHEAD WALL EVALUATION REPORT
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK**

JANUARY 2007

Prepared for:

DOLPH ROTFELD ENGINEERING, PC

Prepared by:

HPA ENGINEERS, PC

22 Cortlandt Street

New York, NY 10007

**BYRAM RIVER – COSTCO DEVELOPMENT
VINYL SHEET PILE BULKHEAD EVALUATION
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK**

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	<u>Title</u>
Figure 4-1	Vicinity Map
Figure 4-2	Location Map
Figure 4-3	Typical Sheet Pile Cross Section

1. INTRODUCTION

HPA Engineers, PC (HPA) was retained by Dolph Rotfeld Engineering, PC, to perform an independent evaluation of a newly constructed vinyl sheet pile bulkhead wall on the Byram River, at the general area of the intersection of Westchester and Townsend Avenues, in the Village of Port Chester, Westchester County, New York. HPA conducted this independent evaluation of the vinyl sheet pile bulkhead wall on behalf of the Village of Port Chester, and it included review of the contract documents prepared for the project, consisting of the construction drawings and specifications, and a site visit to evaluate the visual condition of the as-constructed vinyl sheet pile bulkhead wall. HPA was requested to conduct this independent evaluation due to signs of distress that began to appear on the newly constructed vinyl sheet pile bulkhead wall, including upland settlement immediately adjacent to the wall; this report presents the results of our independent evaluation.

The newly constructed bulkhead was part of a rehabilitation project of the general site area, and it replaced a previous deteriorating stone bulkhead. The new vinyl sheet pile bulkhead wall was designed by Vachris Engineering, and was constructed by Chesterfield Construction.

2. SCOPE OF WORK

HPA's scope of work for the bulkhead evaluation at the Village of Port Chester included the following tasks:

- Review of the design documents that were prepared by Vachris Engineering, including the 100% contract drawings and specifications, and other background information for the project, including the 100% bid documents (Contract);
- Independent evaluations and assessments in order to determine if the Vachris Engineering developed design was adequate;
- Site visit in order to evaluate the visual condition of the as-constructed bulkhead; and
- Preparation of this bulkhead evaluation report, in which HPA's findings and the results are presented.

3. AVAILABLE INFORMATION

Information that was available for our review included the following:

- Plans titled, "Phase 3 – Bulkhead Rehabilitation Project, Port Chester, New York," Dwg. Nos. 99230-1(1), 99230-2(1), 99230-3(1), 99230-4(1), 99230-5(1), 99230-6(1), and 99230-7(1), dated October 26, 2000, prepared by Vachris Engineering.
- Document titled, "Specifications and Contract Documents for the Bulkhead Construction at the Byram River," prepared for G&S Investors and the Village of Port Chester, dated October 26, 2000, prepared by Vachris Engineering.
- Plans titled, "Bulkhead Rehabilitation Project, Phases 2A and 2B, Port Chester, New York," two drawings with final issue date of March 1, 2000, prepared by Vachris Engineering.

The scope of work of our review included the Phase 3 Bulkhead Rehabilitation Documents. The Phases 2A and 2B drawings were provided for general information only. During the course of the review, HPA requested additional information regarding the project; specifically, HPA requested As-Built Drawings showing the installed vinyl sheet piling and the achieved tip elevations, and also, a copy of the Vachris Engineering calculations for the project. HPA was informed by Mr. Dolph Rothfeld that the Village of Port Chester did not have the requested information in its possession, and was unable to obtain the requested documents.

4. PROJECT HISTORY

The project consists of a newly constructed vinyl sheet pile bulkhead wall located on the west shore of the Byram River, at the general area of the intersection of Westchester and Townsend Avenues, in the Village of Port Chester, Westchester County, New York. A Vicinity Map is provided on Fig 4-1, and a Site Location Map is provided on Fig 4-2. This project, which is identified as Phase 3 of the overall Bulkhead Rehabilitation Project, includes the waterfront extending from the south end of the Byram River Cove to approximately 858 linear feet south of the cove. In general, this project phase and earlier phases of the overall Bulkhead Rehabilitation Project were part of a larger development project, which included construction of a shopping center, including a Costco Store, and associated parking lots, upland from both the Phases 2A and 2B and the Phase 3 Bulkhead Rehabilitation Project. The Phase 2A and 2B Bulkhead Rehabilitation Project included the Byram River Cover area.

4.1 ORIGINAL SITE CONDITIONS

The Phase 3 Bulkhead Rehabilitation Project area originally included a stone bulkhead wall, which apparently was in a very poor condition and required replacement. Within the Phase 3 project limits, a portion of the original stone bulkhead had collapsed. As part of the Phase 3 Bulkhead Rehabilitation Project, a number of structures were demolished; they included a one story building, concrete slabs, a concrete structure, a shed, existing fencing, a davit, concrete and steel platforms, floating docks and timber piles. Additionally, in order to allow for reconstruction of the upland area after construction of the replacement bulkhead, the upper several feet of the existing stone bulkhead were required to be demolished. Specifically, the existing stone bulkhead was demolished from its top level to El +7 ft. The original upland ground surface generally varied between El +8.42 ft to El +13.96 ft, with the top of the original stone bulkhead varying from El +2.76 ft at the north end of the Phase 3 site, to El +14.17 ft at the south end. At the north end of the site, the original grade sloped down to the stone bulkhead. The mudline along the length of the Phase 3 Project varies from approximately El -6.06 ft to El -8.03 ft.

4.2 THE REPLACEMENT BULKHEAD

The Vachris Engineering replacement bulkhead was proposed immediately in front of the original stone bulkhead, where the distance from the face of the new sheet piling to the face of the original stone bulkhead is a maximum of 18 inches. This maximum distance is typically based on the New York State Department of Environmental Conservation (NYSDEC) permit requirements for waterfront replacement structures. The Contract Drawings indicate that the new replacement bulkhead consists of an anchored bulkhead, constructed with vertical Shoreguard Series 700 vinyl sheet piling face, supported with three sets of horizontal external 8" by 10" timber wales at El +8.17 ft, El +2.26 ft, and El -3.66 ft, and 12" diameter vertical timber piles attached to the wales on the offshore side. 1.25" diameter steel tie-rod anchors are through bolted with steel bearing plates and nuts to the timber piles, which typically were placed 8 ft on center, and were attached to a concrete deadman approximately 34 ft behind the new vinyl sheeting. The tie-rods attachment to the timber piles, located in front of the sheet piling, is at El +4 ft and slope downwards to the concrete deadman where they are attached at El +2.5 ft. Water level in the Byram River typically fluctuates from El +3.3 ft at MHW to El -3.99 ft at MLW. The minimum required vinyl sheet piling tip elevation is provided as El -20 ft, while the minimum required timber piling tip elevation is provided at El -25 ft. The cutoff elevation for both the vinyl sheet piling and the timber piles is El +10 ft. The anchored bulkhead design also included weep holes, located at El -2.5 ft, and placed 10 ft on center. Finished grade behind the new replacement bulkhead was proposed at El +8.5 ft. A typical cross-section of the replacement anchored bulkhead is shown on Fig 4-3.

Based on the provided bulkhead design cross-sections, the exposed portion of the bulkhead varies between 16 ft and 18 ft, and the portion embedded beneath the mudline varies between 12 ft and 14 ft. Similarly, the exposed portion of the timber piles varies between 16 ft and 18 ft, and the portion embedded beneath the mudline varies between 17 ft and 19 ft.

4.3 SUBSURFACE GEOTECHNICAL CONDITIONS

As part of the design effort, Vachris Engineering conducted a subsurface geotechnical investigation at the site. The investigation included advancing five on-land borings and five marine borings. The on-land borings were identified as LB-101 through

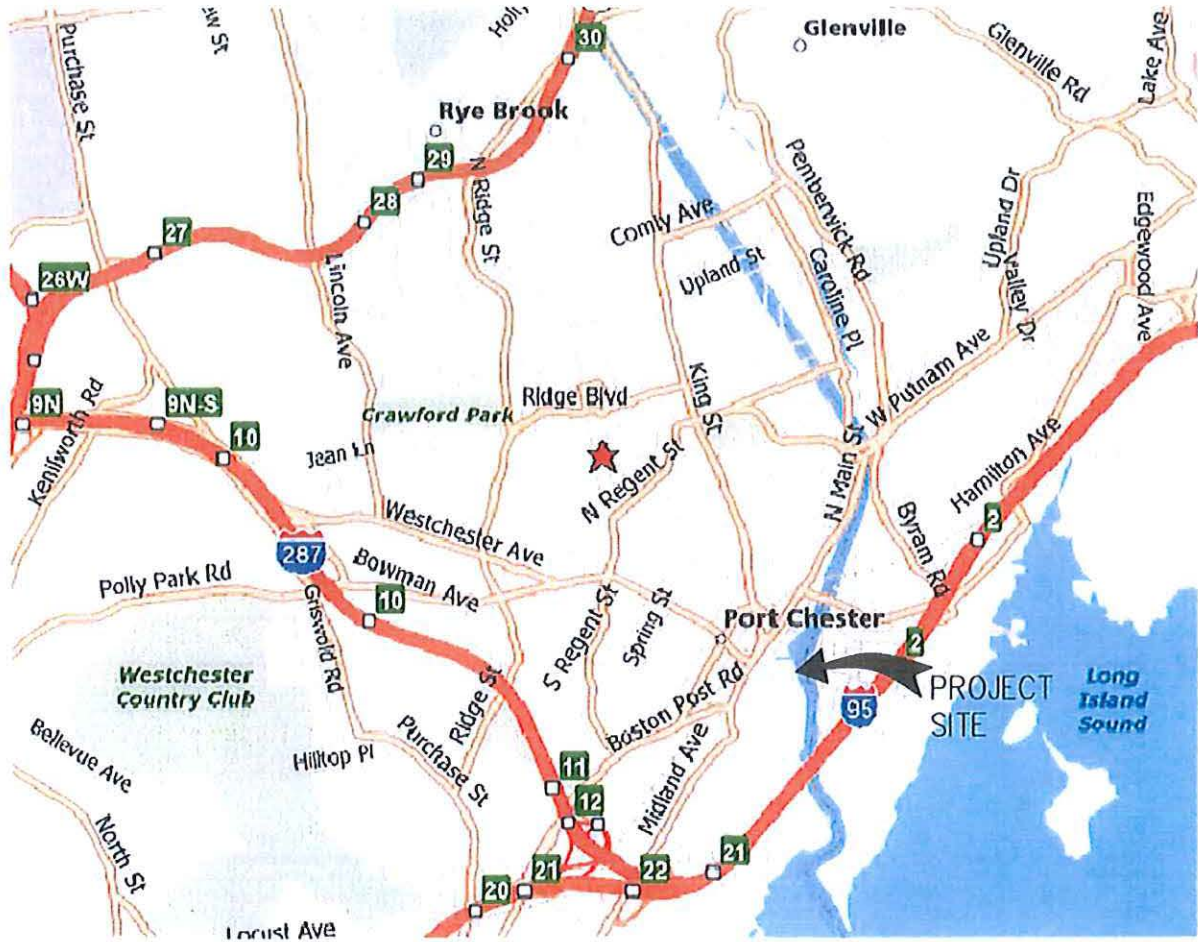
LB-105. In general, all the on-land borings with the exception of LB-104 indicated consistent subsurface conditions. LB-101, LB-102, LB-103, and LB105 indicated that the up-land subsurface conditions consist of medium dense to dense miscellaneous fill materials, underlain by dense decomposed bedrock, and then bedrock. Bedrock was encountered in the referenced four borings at depths ranging between 15 ft and 17 ft from the original grades. Conditions at LB-104 were similar to those at the other boring locations with the exception that bedrock was encountered at a greater depth. At LB-104, medium dense to dense miscellaneous fill was initially encountered, which was underlain by medium dense to dense natural granular soils, over decomposed bedrock, and then bedrock. Bedrock was encountered at a depth of 38 ft from original grades at this boring location.

The marine borings are identified as MB-101 through MB-105. In general, these borings indicated that the subsurface conditions on the water side of the bulkhead are variable, and fairly poor for bulkhead support, especially at shallow depths from the mudline. As indicated previously, the mudline along the length of the bulkhead varies from approximately El -6.06 ft to El -8.03 ft. In general, bedrock was encountered at very shallow depths at two of the on water boring locations. At Boring MB-102, five feet of very soft organic silts were initially encountered immediately beneath the mudline, which were underlain by sand to a depth of eight feet. Bedrock was encountered at this boring location at a depth of 8 ft, or approximately El -15 ft. At MB-105, bedrock was also encountered at a very shallow depth. At this boring location, four feet of very soft organic silt was encountered initially beneath the mudline; these soft materials were underlain by sands to a depth of 9 ft beneath the mudline. Bedrock was encountered at a depth of 9 ft from mudline, or at approximately El -17 ft. It should be noted however, that Boring MB-105 was advanced slightly south of the bulkhead project limits.

Although bedrock was encountered at greater depths in the remaining three water borings, the conditions encountered at these locations were still considered poor. At Boring MB-101, 8 ft of organic silts were encountered from mudline, which were underlain by loose sands to a depth of 20 ft from mudline, or approximately El -27 ft. Beneath these soils, medium dense sands were encountered to the termination depth of the boring at 27 ft, or approximately El -34 ft. At Boring MB-103, 4 ft of organic silt were initially encountered from mudline, and were underlain by very loose to loose sands, with occasional medium dense sand layers, to a depth of 28 ft beneath mudline.

Bedrock was encountered at a depth of 28 ft, or approximately EI -35 ft. At Boring MB-104, 4 ft of organic silts were encountered from mudline, which were underlain by mostly loose to medium dense sands. Bedrock was encountered at a depth of 25 ft beneath the mudline, or approximately EI -32 ft.

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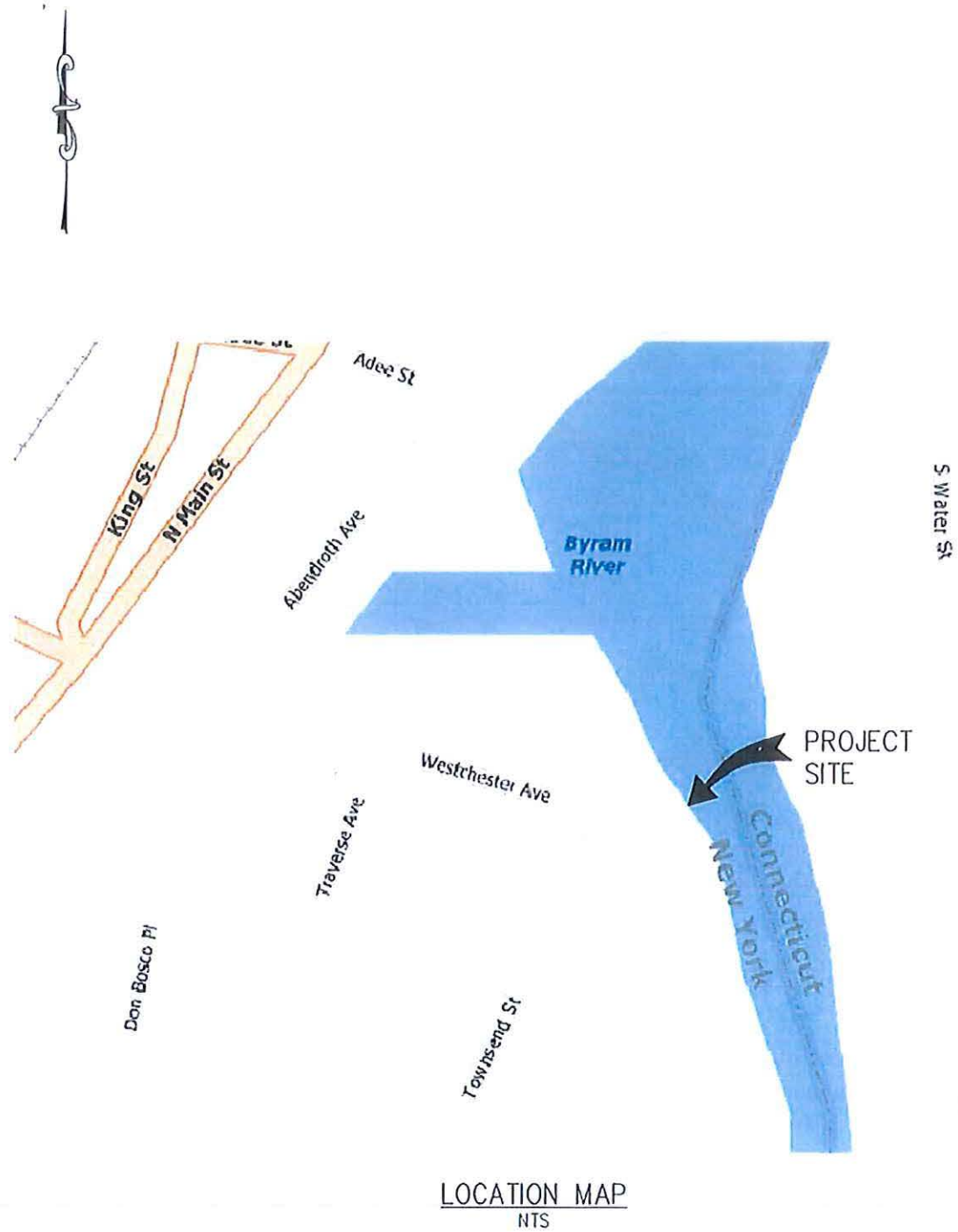
VICINITY MAP
NTS

DOLPH ROTFELD ENGINEERING, PC
SHEET PILE BULKHEAD EVALUATION
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

VICINITY MAP



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LOCATION MAP
NTS

DOLPH ROTFELD ENGINEERING, PC
SHEET PILE BULKHEAD EVALUATION
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
LOCATION MAP



FIG 4-2



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(S

EL.

SEE DETAIL-A, (

MHW EL.(+)

(SEE DET.

MLW EL.(-)3⁻⁵

EXIST. MUD LINE



12" DIA.

DOLPH ROTFELD ENGINEERING, PC
SHEET PILE BULKHEAD EVALUATION
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK



TYPICAL SHEET PILE CROSS SECTION

FIG 4-3

5. BULKHEAD DESIGN REVIEW

As part of the review conducted by HPA, independent anchored sheet pile bulkhead design analyses were conducted in order to verify the adequacy of the Vachris Engineering design for this project. These evaluations indicated that the required sheet piling tip elevation provided on the contract drawings has a marginal safety factor. Typically, anchored bulkheads gain their stability from the support provided by the deadmen anchors located close to the top of the wall, and the toe soils in front of the bulkhead, which provide the soil passive resistance required for the stability. Based on the available subsurface data, especially the data from the water side borings, the toe soils in front of the sheet piling consist mostly of very soft organic silts underlain by mostly loose sands. In our opinion these soils are not adequate to provide the required stability; the required sheet piling tip level should have been at a deeper elevation than the level proposed on the contract drawings.

The contract drawings indicate that the finished grade elevation behind the bulkhead is approximately El +8.5 ft. This elevation represents the level of the currently existing walkway at the top of the bulkhead. However, beyond the walkway, additional retaining walls were constructed in order to support the Costco parking lot above. It is not clear if the additional construction that was performed above El +8.5 ft was considered in the design. Based on HPA's evaluations, when these additional loads were added, the current bulkhead design was found to vary from a condition with very low safety factors to being inadequate or at the brink of failure.

As indicated previously, bedrock was encountered at very shallow depths at two of the five marine borings. At borings MB-102 and MB-105 locations, bedrock was encountered at shallower depths than the required sheet piling and timber piling tip elevations indicated on the drawings. No details were provided in the contract drawings to provide direction to the contractor should he be unable to achieve the required minimum tip elevation. It is not clear what the engineer expected of the contractor in areas where bedrock is expected to be encountered at shallow depths.

As discussed previously, a stone bulkhead existed at this location originally. Portions of the original stone bulkhead had collapsed prior to the construction of the replacement bulkhead. Therefore, it should have been expected that difficulty with driving the relatively flexible vinyl sheet pile would occur during construction. HPA is

critical of the decision to use vinyl sheet piling for a project such as this, where obstructions and possible difficult sheet pile driving were expected.

6. BULKHEAD CONSTRUCTION REVIEW

As part of our post construction review, an HPA representative visited the site on Monday, October 16, 2006, to visually inspect the condition of the as-constructed anchored vinyl sheet pile bulkhead. In general, our site visit indicated that very poor construction methods were utilized to construct the anchored bulkhead, and it appears that numerous construction deficiencies are present. The observed deficiencies are as follows:

- The vinyl sheet piling was driven very poorly. Inspection of the bulkhead indicated that the sheet piling is skewed in some locations, rather than being vertical. It is clear that the contractor stretched and pulled the sheeting laterally during installation, which imposed additional unnecessary stresses on the sheet piling. See Photograph Nos. 6, 7, 9, 13, 14, 15, 16, and 17 in Appendix A.
- According to the contract drawings the slope of the tie-rods should be 1.5 ft in approximately a length of 35 ft; the tie-rods are to be attached to the timber piles at the front of the bulkhead at El +4 ft and at the concrete deadman, approximately 35 ft behind the bulkhead at El +2.5 ft. Inspection of the bulkhead indicated that the slope of the tie-rods is substantially more steep than shown on the drawings. It appears that the tie-rods were not installed adequately, and also, the backfill behind the bulkhead was not compacted adequately either, which resulted in further settlement of the deadman, and placement of additional stresses on the tie-rods. In some instances, the deadman has pulled the tie-rods down to the point that the vinyl sheet piling has cracked or ripped at the tie-rod locations. See Photograph Nos. 2, 3, 4, 5, 10, 12, 18, 22, and 23 in Appendix A.
- The sheet piling appears to be sloping outward at the toe of the bulkhead, which typically indicates inadequate soil passive resistance or inadequate penetration depth of the sheet piling. Furthermore, as indicated previously, according to the contract drawings, the tie-rods are to be installed at El +4 ft at the face of the bulkhead, but it appears that in some portions of the bulkhead, an additional lower tie-rod was installed. It is not

clear if this additional tie-rod anchorage was properly designed, as this detail is not shown on the drawings. Furthermore, it is assumed that possibly this change occurred on-site due the sheet piling not reaching the required tip elevation. See Photograph Nos. 11, 12, 13, 14, and 17 in Appendix A.

- According to the contract drawings, the tie-rods were to be installed at specific spacing. It appears that the contractor installed the tie rods at any location that was considered convenient. This has resulted in poor appearance of the bulkhead face. See Photograph No. 8.
- It appears that there has been loss of soil at the bottom of the bulkhead at some locations along the length of the bulkhead. See Photograph No. 17.
- According to the contract drawings, the contractor was required to install geotextile fabric at the 12 in drain pipe penetration through the bulkhead. This fabric was required in order to eliminate any migration of the soils from behind the bulkhead. It appears that the fabric was not installed, or was installed improperly, as there appears to be substantial soil migration between the wall and the drain pipe at this location. See Photograph Nos. 19, 20, and 21.
- Weep holes were installed along the length of the bulkhead as required by the contract drawings. Typically, the weep holes drains should be sloping down at the face of the bulkhead, but in many instances these weep holes drains were sloping upwards. This indicated that there has been substantial settlement behind the wall. The settlement that has occurred is believed to be caused by poor backfilling operations, or inadequate compaction, and also, the migration of soils from behind the bulkhead wall. Additionally, there has been loss of soil from the weep holes, indicating again that geotextile fabric was not installed adequately. See Photograph Nos. 2, 3, 10, and 18.
- Substantial settlement has occurred at the top of the wall at El +8.5 ft. Again, this settlement is believed to be caused by poor backfilling operations, or inadequate compaction, and the migration of soils from

behind the bulkhead wall. This settlement has affected the masonry block pavement and storm drainage system at the walkway level behind the bulkhead wall, and also, as discussed previously, has affected the deadman system, tie-rods, and weep holes within the wall. See Photograph Nos. 24, 25, 26 and 27.

It is our opinion that very poor practices were utilized during construction of this bulkhead.

7. CONCLUSIONS

HPA is of the opinion that very poor practice was utilized by Chesterfield Construction during the construction of the bulkhead. Numerous construction deficiencies were observed, such as poor vinyl sheet piling installation, improper compaction of the backfill materials which has resulted in settlement at the top of the wall, and has affected the tie-rods and deadman system, and also, the storm drains and weep holes. Migration of soils from behind the wall was also observed at penetration locations, especially at the 12 inch drain pipe, which indicated that the pipe was not sealed adequately to the vinyl sheeting with geotextile fabric. Loss of soils was also encountered at the bottom of the bulkhead, which leads us to believe that the sheet piling was not driven to adequate depths. In general, it is our opinion that the construction of this bulkhead was very poor.

Poor construction of the bulkhead represents only a portion of the problems observed. It is our opinion that there are also issues with the design itself. Our independent evaluations indicate that the sheet piling should have been driven to a deeper elevation in order to maintain acceptable safety factors for the current geometry of the upland portion of the site. The subsurface investigation indicated that bedrock at some locations along the length of the bulkhead is at very shallow depths, which leads us to question the adequacy of the design.



APPENDIX A
SITE PHOTOGRAPHS



Photo No. 1 – The replacement vinyl sheet pile bulkhead.



Photo No. 2 – Note the excessive downward slope in the tie-rods and weep holes due to settlement behind the wall.



Photo No. 3 – The replacement sheet pile bulkhead. Note the steep slope in the weep hole due to settlement behind the wall.



Photo No. 4 – The replacement sheet pile bulkhead. Very poor construction techniques were utilized.



Photo No. 5 – The replacement sheet pile bulkhead. Note the steep slope in tie-rods due to settlement behind the wall.

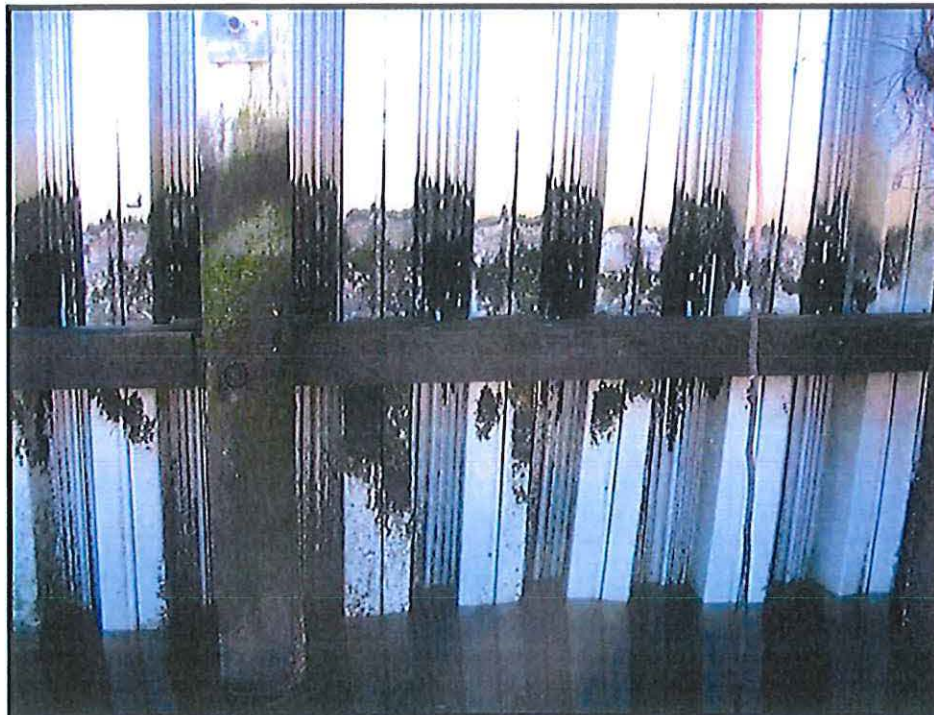


Photo No. 6 – Note skew or slope in the sheet piling.

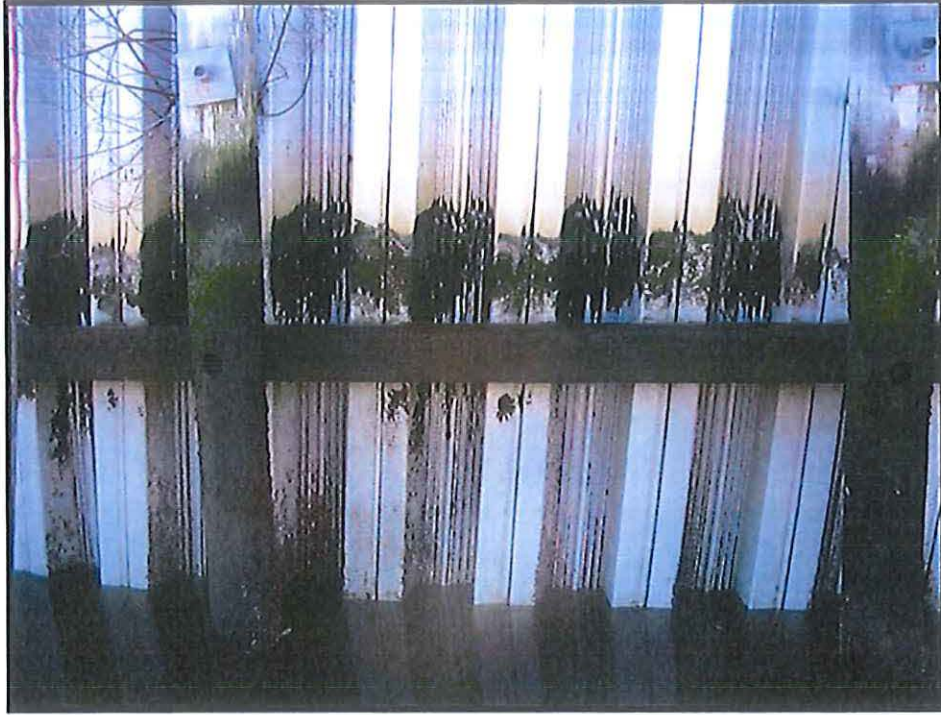


Photo No. 7 – Note skew or slope in the sheet piling.



Photo No. 8 – Tie-rods placed irregularly, and at any convenient location.

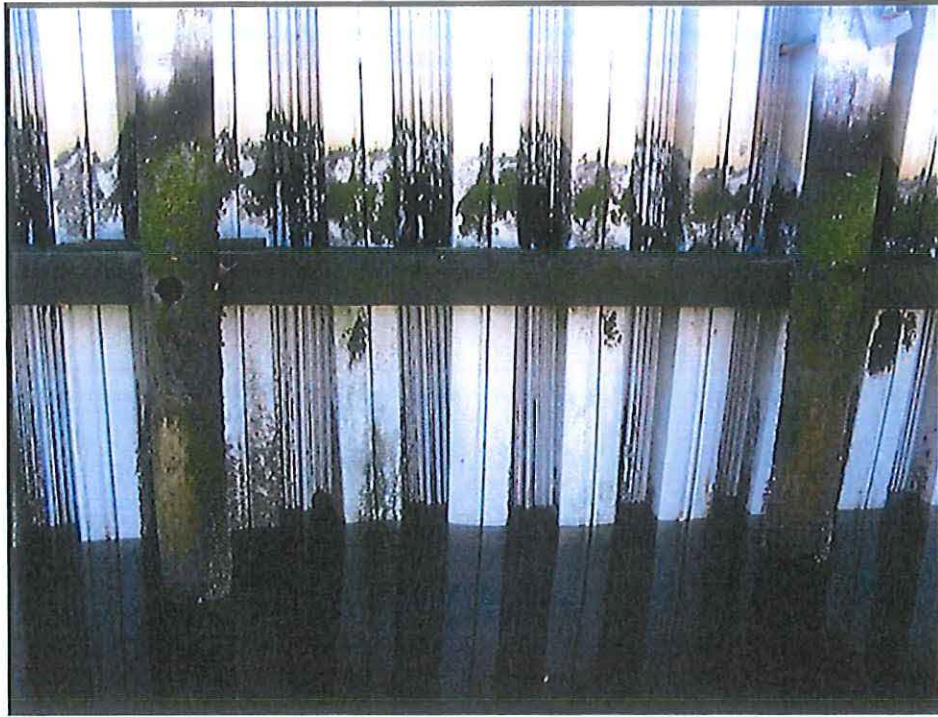


Photo No. 9 – Note skew or slope in the sheet piling.



Photo No. 10 – Not crack in the sheet piling at tie-rod location due to settlement.
Also, note slope of the weep hole.



Photo No. 11 – Note lower level of tie-rods; this detail was not provided on the Contract Drawings.



Photo No. 12 – Not crack in the sheet piling at tie-rod location due to settlement. This detail was not provided on the Contract Drawings.

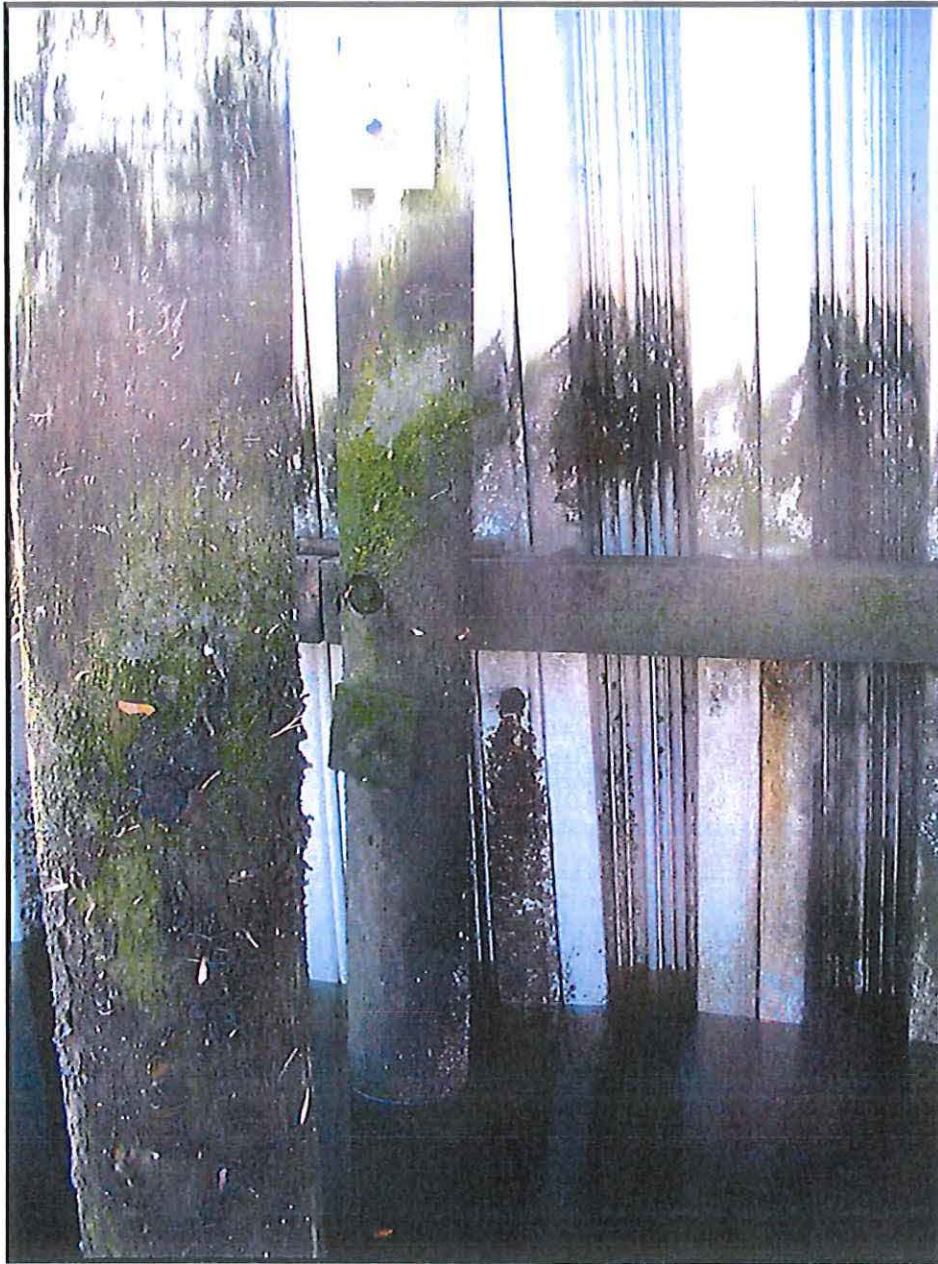


Photo No. 13 – Note lower level of tie-rods; this detail was not provided on the Contract Drawings. Note skew or slope in the sheet piling.



Photo No. 14 – Note lower level of tie-rods; this detail was not provided on the Contract Drawings. Note skew or slope in the sheet piling.



Photo No. 15 – Note skew or slope in the sheet piling. Sheet piling buckled and an additional timber block was placed.

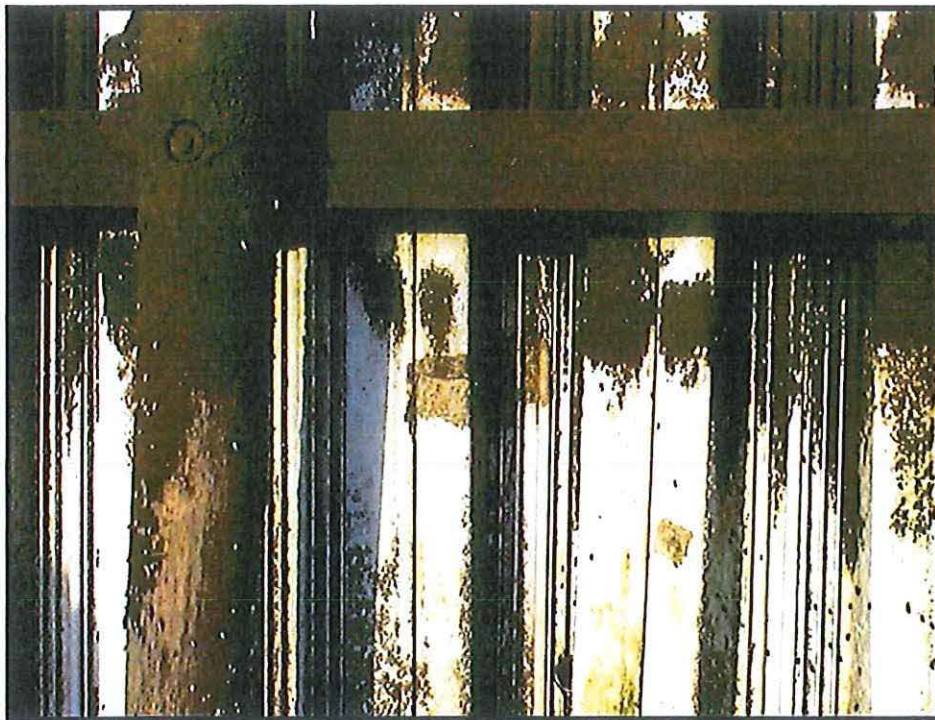


Photo No.16 – Note skew or slope in the sheet piling.



Photo No. 17 – Note loss of soil from beneath the sheet pile bulkhead.



Photo No. 18 – Note the steep slope in tie-rods and weep holes due to settlement behind the wall.

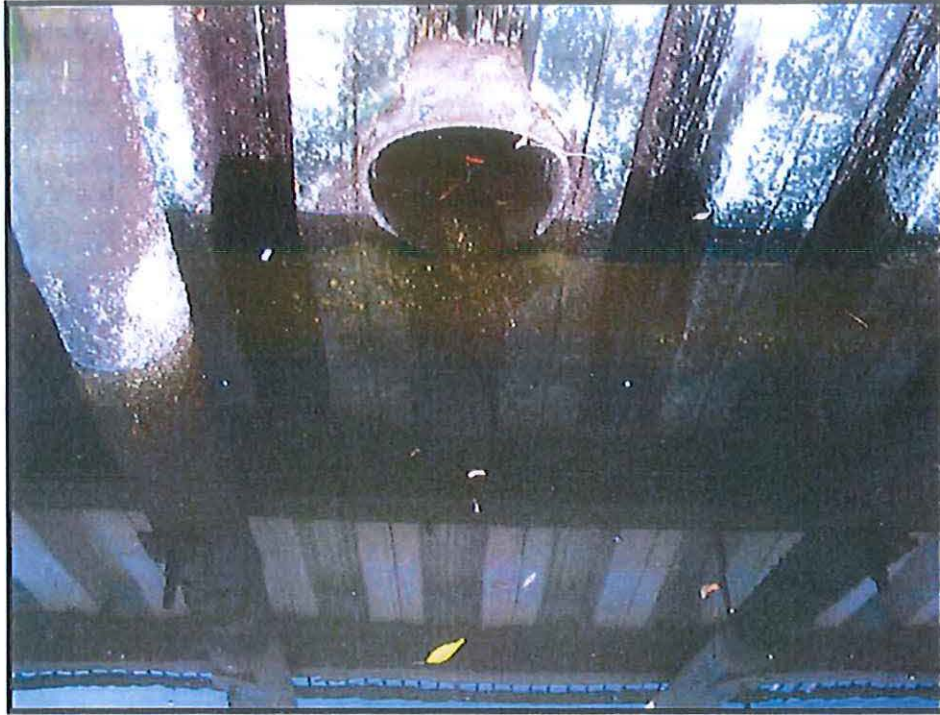


Photo No.19 – Note loss of soil from around the 12" drain pipe.



Photo No. 20 – Note loss of soil from around the 12" drain pipe.



Photo No. 21 – Note loss of soil from around the 12" drain pipe.



Photo No. 22 – Note slope of the tie-rods due to settlement behind the wall.



Photo No. 23 – Note slope of the tie-rods due to settlement behind the wall.



Photo No. 24 – Settlement at a storm drain at the top of the bulkhead.

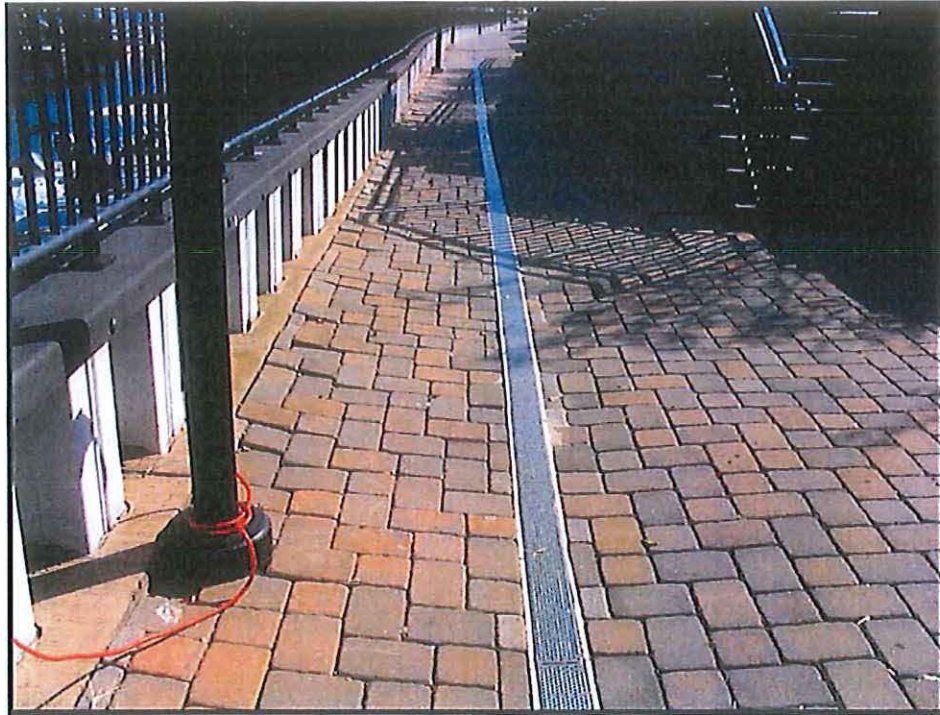


Photo No. 25 – Settlement along the storm drain at the top of the bulkhead.



Photo No. 26 – Settlement along the storm drain at the top of the bulkhead.



Photo No. 27 – Settlement at the walkway at the top of the bulkhead.

APPENDIX B
SUMMARY OF OBSERVATIONS

LEGEND:	
<i>Black italics</i>	Minor to Moderate deterioration resulting from insufficient compaction of upland fill
Black fill	Moderate to Severe deterioration resulting from moderate to severe construction defect
Blue Bold	Minor to Moderate construction defect
Red fill	Moderate to Severe Construction Defect
<i>Red italics</i>	Minor to moderate deterioration resulting from poor construction
Navy bold italics	Remedial measures taken to correct construction defect
Green	Deviation from design requirements

STATIONS	LOCATION	OBSERVATIONS
0+00 to 0+25	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. Station 0+21, Joint of two (2) adjacent sheets separated 2. <i>Uniform settlement of brick walkway and concrete apron</i>
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. 8 in. spacers installed between lower wale and vinyl sheets, no spacers at top wale 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 2 of 2 Tie rods installed above design elevation and with excessive downward slope 5. <i>Station 0+00 connections at upper and mid wale poor, with splitting in wale sections</i> 6. Deformation of interior flanges of eighteen (18) sheet pile sections 7. Station 0+00 to 0+25, vinyl sheet pile sections out of plumb laterally
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 12 in. to 24 in.
0+25 to 0+50	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. <i>Settlement of brick walkway and concrete apron</i> 2. <i>Poorly installed deck drain along walkway</i>
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Station 0+56, vinyl sheet pile section partially saw cut above the mid wale 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 12 in. to 24 in.
0+50 to 0+75	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. Station 0+50 to 0+60, sinkhole below brick walkway and concrete apron 2. <i>Stations 0+50 to 0+75, differential settlement of brick walkway and walkway drain</i> 3. <i>Stations 0+67 & 0+74, cracking in concrete apron</i>
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. 3 of 3 weep drains sloped upward and partially obstructed 2. 1 of 1 drain pipes sloped excessively upward 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 12 in. to 24 in. 2. Station 0+52, hole (7 in. by 23 in.) in vinyl sheet pile section near the mudline

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Red fill:	Moderate to Severe Construction Defect
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STATIONS	LOCATION	OBSERVATIONS
0+75 to 1+00	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. <i>Settlement in brick walkway</i> 2. <i>Station 0+82, fill loss at steel light pole foundation</i> 3. <i>Station 0+99, cracking and displacement of concrete apron</i>
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of ten (10) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. Station 0+80 to 1+00, vinyl sheet piles out of plumb laterally
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 12 in. to 24 in.
1+00 to 1+25	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. <i>Settlement of brick walkway</i> 2. <i>Cracking and displacement of concrete apron</i>
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of eight (8) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. Station 1+18; anchor pile partially split, vinyl sheet pile cracked at tie rod hole
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 12 in. to 24 in.
1+25 to 1+50	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. <i>Settlement of brick walkway</i> 2. <i>Cracking and displacement of concrete apron</i> 3. Station 1+50, light pole significantly out of plumb
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of sixteen (16) sheet pile sections 2. 2 of 2 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 5. Station 1+31, hole in vinyl sheet pile at tie rod with fill loss
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration 6 in. to 18 in.

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STATIONS	LOCATION	OBSERVATIONS
1+50 to 1+75	UPSTREAM FACE AND UPLAND	1. <i>Settlement of brick walkway</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of twenty-two (22) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. <i>Station 1+65, tie rod bending outshore of sheet pile and ripping vinyl sheet pile section at hole</i> 5. <i>Station 1+73, vegetation growth through hole in sheet pile at tie rod</i>
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 18 in.
1+75 to 2+00	UPSTREAM FACE AND UPLAND	1. <i>Isolated settlement of brick walkway</i> 2. Stations 1+85 & 1+87, electrical junction boxes improperly installed
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of sixteen (16) sheet pile sections 2. 1 of 1 drain pipe sloped excessively upward 3. 3 of 3 Tie rods installed above design elevation and with excessive slope 4. <i>3 of 3 Tie rods bending</i> 5. Station 1+82, vinyl sheet pile cracked at tie rod hole, existing repair inadequate 6. <i>Station 1+90, localized buckling of vinyl sheet pile at tie rod</i>
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 18 in.
2+00 to 2+25	UPSTREAM FACE AND UPLAND	1. <i>Settlement of brick walkway</i> 2. <i>Minor cracking in concrete apron</i> 3. <i>Station 2+25, light post out of plumb</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of fourteen (14) sheet pile sections 2. 1 of 3 weep drains sloped upward and partially obstructed 3. <i>Station 2+10, localized bulking of vinyl sheet pile at tie rod hole</i> 4. <i>Station 2+13, vegetation growth at tie rod hole</i> 5. Station 2+15, crack in sheet pile with poor existing repair between upper and mid wale 6. Station 2+24, existing poor fiberglass tape patch repair

HPA ENGINEERS, P.C.
 BYRAM RIVER - COSTCO DEVELOPMENT
 VINYL SHEET PILE BULKHEAD WALL
 EVALUATION SUMMARY



10-Aug-07

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STATIONS	LOCATION	OBSERVATIONS
2+00 to 2+25	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 18 in. 2. Station 2+23, existing repair to vinyl sheet piles below lower wale. Adjacent sheet piles are cracked above mud.
2+25 to 2+50	UPSTREAM FACE AND UPLAND	1. Settlement of walkway drain Stations 2+35 to 2+45 2. Station 2+45, steel pile cap displaced
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of six (6) sheet pile sections 2. 4 of 4 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 5. Secondary tie rods installed at 2 piles below the mid wale 6. Station 2+30, localized buckling of vinyl sheet pile at tie rod hole 7. Station 2+42, tie rod bending 8. Station 2+35 to 2+45, vinyl sheet piles out of plumb laterally
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 18 in. 2. Station 2+40 to 2+50, sandbags stacked 36 in. to 40 in. high along mudline at face of sheet piles
2+50 to 2+75	UPSTREAM FACE AND UPLAND	1. Settlement of walkway drain Stations 2+60 to 2+75 1. Deformation of interior flanges of twelve (12) sheet pile sections
	DOWNSTREAM ABOVE MLW	2. 3 of 3 weep drains sloped upward, installed below design elevation, and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. 3 of 3 Tie rods bending 5. Secondary tie rods installed at 3 piles below the mid wale 6. Station 2+65, localized buckling of vinyl sheet pile at lower rod 7. Station 2+73, seal at outfall pipe inadequate allowing active fill loss
	DOWNSTREAM BELOW MLW	1. Station 2+50 to 2+75, sandbags stacked 36 in. to 40 in. high along mudline at face of sheet piles

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STATIONS	LOCATION	OBSERVATIONS
2+75 to 3+00	UPSTREAM FACE AND UPLAND	1. Station 2+85, steel pile cap displaced
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of sixteen (16) sheet pile sections and offshore flange of two (2) sheet pile sections 2. 3 of 3 weep drains sloped upward, installed below design elevation, and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 2 of 4 tie rods installed above design elevation and with excessive downward slope 5. Secondary tie rods installed at 4 piles below the mid wale, one rod missing nut and washer at timber pile 6. Station 2+90, tie rod discontinuous, terminates at face of sheet piles 7. Station 2+97, tie rod bent, nut loose, no bearing at anchor pile. 8. Station 2+75, connection hardware at mid wale poorly installed 9. Station 2+98, localized buckling of vinyl sheet pile at tie rod
	DOWNSTREAM BELOW MLW	1. Station 2+75 to 3+00, sandbags stacked 36 in. to 40 in. high along mudline at face of sheet piles
3+00 to 3+25	UPSTREAM FACE AND UPLAND	n/a
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of eight (8) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. Secondary tie rods installed at 3 piles below the mid wale 5. Station 3+05, vinyl sheet pile cracked at tie rod hole 6. Station 3+12, existing patch repair 7. Station 3+22, connection hardware at mid wale poorly installed 8. Station 3+00 to 3+15, vinyl sheet piles out of plumb laterally
	DOWNSTREAM BELOW MLW	1. Station 3+00 to 3+25, sandbags stacked 36 in. to 40 in. high along mudline at face of sheet piles 2. Station 3+03, hole in offshore flange of vinyl sheet pile (5 in. by 7 in.)
3+25 to 3+50	UPSTREAM FACE AND UPLAND	1. Settlement of brick walkway between concrete apron and walkway drain 2. Cracking and displacement of concrete apron

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STATIONS	LOCATION	OBSERVATIONS
3+25 to 3+50	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1 of 3 weep drains sloped upward and partially obstructed 2 of 3 weep drains incomplete 1 of 1 drain pipes sloped excessively upward 3 of 3 Tie rods installed above design elevation and with excessive downward slope 2 of 3 tie rods bending Secondary tie rod installed at 1 pile below the mid wale Station 3+30, vegetation growth at tie rod hole
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Station 3+25 to 3+35, sandbags stacked 36 in. to 40 in. high along mudline at face of sheet piles
3+50 to 3+75	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. Settlement of brick walkway Stations 3+60 to 3+75 2. Stations 3+63 & 3+65, electrical junction boxes improperly installed
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of fourteen (14) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. 1 of 3 tie rods bending 5. Station 3+55, splintering on timber anchor pile
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 6 in. to 12 in.
3+75 to 4+00	UPSTREAM FACE AND UPLAND	n/a
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of sixteen (16) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 5. Station 3+75, partial separation of joint of adjacent vinyl sheet pile sections at interior flange 6. Station 3+80, localized damage on vinyl sheet pile at tie rod 7. Station 3+85, 6 in. timber spacers installed between lower wale and vinyl sheet piles
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 6 in. to 12 in.

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STATIONS	LOCATION	OBSERVATIONS
4+00 to 4+25	UPSTREAM FACE AND UPLAND	n/a
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of eight (8) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. <i>Station 4+07, upper wale partially split at splice</i> 5. Station 4+12, one (1) vinyl sheet pile section cracked across full width between mid and lower wale
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Station 4+15, one (1) sheet pile section incompletely installed; toe of sheet pile at bottom of lower wale (El. -3.75 +/-) 2. Mudline probe penetration typically 6 in. to 12 in.
4+25 to 4+50	UPSTREAM FACE AND UPLAND	n/a
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. 2 of 2 weep drains sloped upward and partially obstructed 2. 1 of 1 drain pipes sloped excessively upward 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 5. Station 4+30 to 4+50, vinyl sheet piles out of plumb laterally
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Station 4+26, one (1) sheet pile section incompletely installed; toe of sheet pile at top of lower wale (el. -3.0 +/-) 2. Mudline probe penetration typically 6 in. to 12 in.
4+50 to 4+75	UPSTREAM FACE AND UPLAND	n/a
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of six (6) sheet pile sections and offshore flange of four (4) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. Station 4+53, separation of knuckle of two adjacent sheets at interior flange 5. Stations 4+58 to 4+65, timber spacers installed between lower wale and vinyl sheet piles 6. Station 4+50 to 4+60, vinyl sheet piles out of plumb laterally
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 6 in. to 12 in.

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STATIONS	LOCATION	OBSERVATIONS
4+75 to 5+00	UPSTREAM FACE AND UPLAND	1. <i>Isolated settlement of brick walkway at drain Stations 4+75 to 4+85</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of two (2) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 5. Stations 4+75 & 4+85, timber anchor piles splintering/partially split 6. <i>Station 4+90, tie rod bending with localized buckling of the vinyl sheet pile at tie rod hole</i>
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 12 in.
5+00 to 5+25	UPSTREAM FACE AND UPLAND	1. Station 5+17, steel pile cap displaced
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of six (6) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 3 weep drains missing PVC piping 4. 4 of 4 tie rods installed above design elevation and with excessive downward slope 5. <i>Station 5+10, lower wale split at saw cut</i> 6. Station 5+15, poorly installed splice at the mid wale
	DOWNSTREAM BELOW MLW	1. Station 5+15, knuckle at interior flange cracked and broken at the mudline (1/2 in. by 3 in.) 2. Mudline probe penetration typically 6 in. to 12 in.
5+25 to 5+50	UPSTREAM FACE AND UPLAND	1. <i>Isolated settlement of brick walkway at drain</i> 2. Station 5+30, electrical junction box improperly installed 3. <i>Station 5+35, settlement of concrete apron</i>

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STATIONS	LOCATION	OBSERVATIONS
5+25 to 5+50	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Deformation of interior flanges of six (6) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. Station 5+30 & 5+40, two (2) adjacent tie rods missing nuts and washers 5. <i>Station 5+45, one (1) tie rod bending with localized buckling of the vinyl sheet pile at the tie rod hole</i> 6. <i>Station 5+30, mid wale partially split at splice</i> 7. Station 5+40 & 5+45, timber anchor piles partially split
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 6 in. to 12 in.
5+50 to 5+75	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. <i>Minor isolated settlement of bricks at drain</i> 2. <i>Cracking and displacement of concrete apron Stations 5+50 to 5+70</i>
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Minor deformation of interior flanges of sixteen (16) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Mudline probe penetration typically 6 in. to 12 in.
5+75 to 6+00	UPSTREAM FACE AND UPLAND	<ol style="list-style-type: none"> 1. <i>Minor settlement of brick walkway at drain</i> 2. <i>Cracking and displacement of concrete apron Stations 5+85 to 6+00</i>
	DOWNSTREAM ABOVE MLW	<ol style="list-style-type: none"> 1. Minor deformation of interior flanges of eight (8) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 5. Station 5+90 to 5+95, vinyl sheet pile sections out of plumb laterally
	DOWNSTREAM BELOW MLW	<ol style="list-style-type: none"> 1. Station 5+90, vinyl sheet pile cracked and knuckle at interior flange separated, lower wale down to mudline 2. Mudline probe penetration typically 6 in. to 12 in.

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STATIONS	LOCATION	OBSERVATIONS
6+00 to 6+25	UPSTREAM FACE AND UPLAND	1. <i>Minor settlement of brick walkway at drain</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges at six (6) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. <i>Station 6+15, localized damage to vinyl sheet pile at tie rod hole</i> 5. Station 6+15, timber anchor pile cracked
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 12 in.
6+25 to 6+50	UPSTREAM FACE AND UPLAND	1. <i>Moderate settlement at drain Stations 6+35 to 6+50</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges at fourteen (14) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 3 weep drains pipe broken 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 12 in.
6+50 to 6+75	UPSTREAM FACE AND UPLAND	1. <i>Moderate settlement at drain Stations 6+50 to 6+60</i> 2. <i>Minor settlement at drain Stations 6+60 to 6+75</i> 3. Station 6+65, electrical junction box improperly installed
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges at four (4) sheet pile sections 2. 2 of 2 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. <i>Isolated damage to vinyl sheet pile at 1 of 3 tie rods.</i> 5. Station 6+65, existing repair of cracked vinyl sheet pile inadequate
	DOWNSTREAM BELOW MLW	1. Stations 6+60 & 6+73, knuckle at offshore flanges cracked at mudline (6 in. high) 2. Mudline probe penetration typically 6 in. to 12 in.

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STATIONS	LOCATION	OBSERVATIONS
6+75 to 7+00	UPSTREAM FACE AND UPLAND	1. <i>Minor settlement of brick walkway at drain</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges at eight (8) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 4 of 4 tie rods installed above design elevation and with excessive downward slope
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 12 in.
7+00 to 7+25	UPSTREAM FACE AND UPLAND	1. <i>Minor settlement of brick walkway at drain</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of sixteen (16) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 4. Station 7+10, timber anchor pile partially split 5. Station 7+18, existing repair of cracked vinyl sheet pile inadequate 6. Station 7+00 to 7+15, vinyl sheet pile sections out of plumb laterally
	DOWNSTREAM BELOW MLW	1. Station 7+15, vinyl sheet pile cracked/torn from knuckle across the face of the flange; max opening at mud 3 in. 2. Mudline probe penetration typically 6 in. to 12 in.
7+25 to 7+50	UPSTREAM FACE AND UPLAND	1. <i>Minor settlement of brick walkway at drain</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of sixteen (16) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 3 of 3 Tie rods installed above design elevation and with excessive downward slope
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 12 in.

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STATIONS	LOCATION	OBSERVATIONS
7+50 to 7+75	UPSTREAM FACE AND UPLAND	1. <i>Minor settlement of brick walkway at drain</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of twelve (12) sheet pile sections 2. 3 of 3 weep drains sloped upward and partially obstructed 3. 4 of 4 tie rods installed above design elevation and with excessive downward slope 4. Station 7+68, knuckle at offshore flanges of adjacent sheet piles separating; filter fabric visible 5. Station 7+60 to 7+80, vinyl sheet pile sections out of plumb laterally
	DOWNSTREAM BELOW MLW	1. Station 7+75, knuckle separating above mudline with gap of 1/2 in. 2. Mudline probe penetration typically 6 in. to 12 in.
7+75 to 8+00	UPSTREAM FACE AND UPLAND	1. <i>Minor settlement of brick walkway at drain</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of eight (8) sheet pile sections 2. 1 of 1 weep drains sloped upward and partially obstructed 3. 1 of 1 drain pipes sloped excessively upward 4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope 5. Station 7+88, horizontal crack in vinyl sheet piles across offshore flanges of two (2) adjacent sections 6. Station 7+90, knuckle separating from midheight of the wall; inadequate repair across sheet pile webs 7. Station 7+60 to 7+80, vinyl sheet pile sections out of plumb laterally
	DOWNSTREAM BELOW MLW	1. Station 7+80, knuckle cracked at the mudline (14 in. high by 1/2 in. wide) 2. Mudline probe penetration typically 6 in. to 12 in.
8+00 to 8+25	UPSTREAM FACE AND UPLAND	1. <i>Minor settlement of brick walkway at drain Stations 8+20 to 8+25</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of six (6) sheet pile sections 2. 3 of 3 tie rods installed above design elevation and with excessive downward slope 3. Station 8+20 to 8+25, vinyl sheet pile sections out of plumb laterally
	DOWNSTREAM BELOW MLW	1. Mudline probe penetration typically 6 in. to 12 in.

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Black fill:	Moderate to Severe deterioration resulting from moderate to severe construction defect
Blue Bold	Minor to Moderate construction defect
Red fill:	Moderate to Severe Construction Defect
<i>Red italics:</i>	Minor to moderate deterioration resulting from poor construction
Navy bold italics:	Remedial measures taken to correct construction defect
Green:	Deviation from design requirements

STATIONS	LOCATION	OBSERVATIONS
8+25 to 8+50	UPSTREAM FACE AND UPLAND	1. <i>Minor fill loss and cracking of concrete apron Station 8+30</i>
	DOWNSTREAM ABOVE MLW	1. Deformation of interior flanges of six (6) sheet pile sections
		2. 3 of 3 weep drains partially obstructed
	DOWNSTREAM BELOW MLW	3. 1 of 1 drain pipes sloped excessively upward
4. 3 of 3 Tie rods installed above design elevation and with excessive downward slope		
8+50 to 8+75	DOWNSTREAM ABOVE MLW	5. Station 8+32, timber anchor pile split and banded with steel bands
		6. Station 8+25 to 8+40, toe of sheet pile wall deflected offshore; wall not vertical
	DOWNSTREAM BELOW MLW	1. Station 8+26, knuckle at outer flange split apart 25 in. high
		2. Station 8+32, one (1) vinyl sheet pile section incompletely installed; toe of sheet pile at lower wale (El. -3.75 +/-)
DOWNSTREAM ABOVE MLW	3. Station 8+34, one (1) vinyl sheet pile section incompletely installed; toe of sheet pile at lower wale (El. -3.75 +/-)	
	4. Station 8+47, knuckle cracked	
	UPSTREAM FACE AND UPLAND	n/a
DOWNSTREAM ABOVE MLW	DOWNSTREAM ABOVE MLW	1. 2 of 2 weep drains sloped upward and partially obstructed
		2. Station 8+62, corner closure incomplete above lower wale
	DOWNSTREAM BELOW MLW	3. Station 8+50 to 8+62, vinyl sheet pile sections out of plumb laterally
DOWNSTREAM BELOW MLW	DOWNSTREAM BELOW MLW	1. Station 8+64, knuckle cracked

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VICINITY MAP
NTS

DOLPH ROTFELD ENGINEERING, PC
SHEET PILE BULKHEAD EVALUATION
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
VICINITY MAP



FIG 4-1

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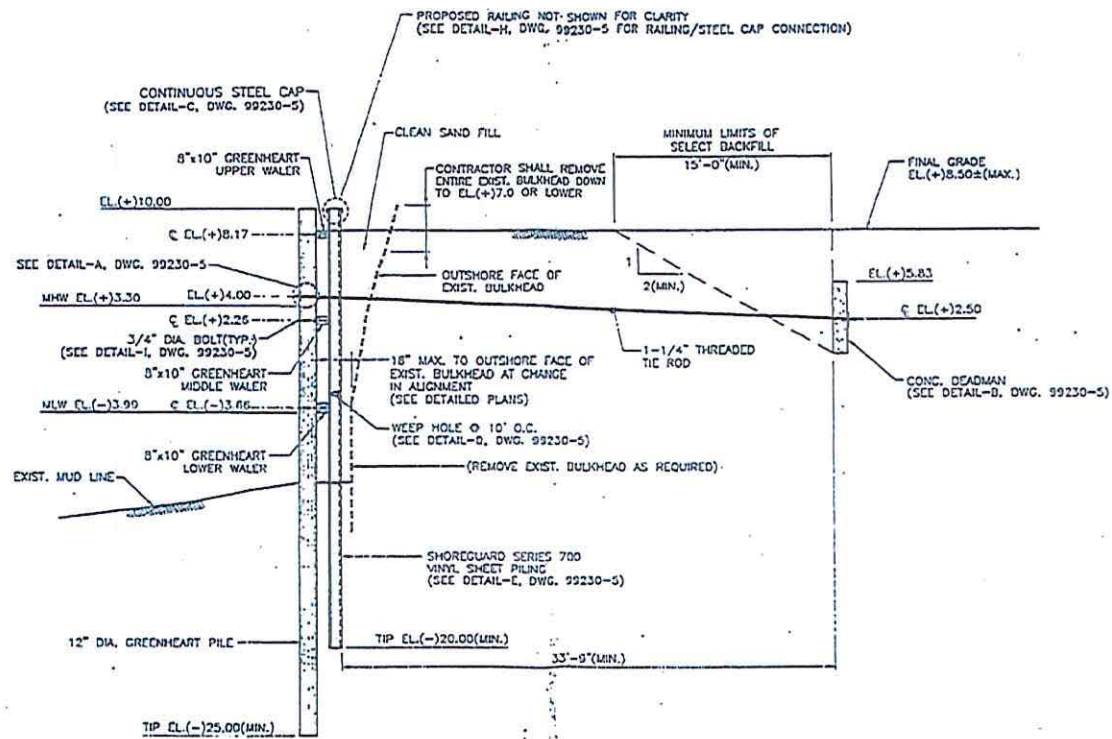


LOCATION MAP
NTS

DOLPH ROTFELD ENGINEERING, PC
SHEET PILE BULKHEAD EVALUATION
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
LOCATION MAP

FIG 4-2

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TYPICAL SHEET PILE CROSS SECTION

1/8" = 1'-0"

DOLPH ROTFELD ENGINEERING, PC
SHEET PILE BULKHEAD EVALUATION
VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

TYPICAL SHEET PILE CROSS SECTION

FIG 4-3

Steers, Christopher

From: Pilla, Dennis Mayor (Internal E-Mail)
Sent: Friday, December 21, 2012 3:53 PM
To: Steers, Christopher
Subject: Bulkhead

Chris,

Where are we with the bulkhead repair please?

We apparently have identified a low cost repair approach from the Cleary repair bid that our marine engineer said (on the record) was a good bid and that we should accept, and that we are apparently letting expire.

Also, it seems we haven't yet formally considered what has been separately described as the conceptually least cost feasible approach, a revetment. You may recall that we received an earlier independent report from Ocean & Coastal (around 2008-2009) that detailed there are 3 feasible approaches to consider (repair, replace, or revetment).

I fear that our continued delay to take action is putting undue stress on nearby bulkhead sections, which may cause additional failures (and expense).

While I realize that some people may not be anxious to spend any money here, and some may prefer a full steel replacement, I fear that our continued inaction will cost us more, and further increase our legal risk.

I look to you for direction on how the village should proceed please.

Thx
Dennis

Dennis G. Pilla, Mayor
Village of Port Chester
914-939-5201 (Office)

Steers, Christopher

From: Pilla, Dennis Mayor (Internal E-Mail)
Sent: Friday, December 28, 2012 7:46 PM
To: Steers, Christopher
Subject: Further bulkhead questions

Chris,

I have a few follow up questions related to the bulkhead situation please.

Can we (quickly) get in writing from a technical expert an explanation about the expected useful life of the repair versus replacement approach we have been considering. I have heard mixed signals from the experts we've spoken to, and I think it's important to understand what they are, and why one approach has a longer expected useful life than the other. I think it's important to close the loop on this since we've heard the present bulkhead "has a lot of life left in it", and considering that the current bulkhead is the village's technical design in the first place (and we don't seem to be equally worried about replacing all the plastic sections).

Also, I was recently speaking with a gentleman in the construction industry who also happens to do the type of marine drilling you were referring to in your follow up questions to JT Cleary and in your prior discussions with the Board. He expressed to me that there aren't many firms that do marine bulkhead work around here, in general. This may explain why we received only one bid response.

He seems to have experience doing this type of diamond/carbide drilling in marine and other construction settings in the NY Metro area, and he seemed interested in the potential work at hand.

Considering there was only one bid response to begin with, and considering the scope of work for the drilling doesn't seem to have been included in the bid spec (and seems expensive enough to require a bid), does it make sense to maybe (quickly) bid this part out separately?

Lastly, do we have rock borings on hand from the recent bid design, or from the original design/construction that are publicly available?

As I've stated, I fear our delay to fix the problem is putting us in greater legal jeopardy, and possibly weakening the rest of the structure.

Thanks for your continued hard work and support. I truly am sorry to burden you with so many legacy problems.

Best regards,
Dennis

Dennis G. Pilla, Mayor
Village of Port Chester
914-939-5201 (Office)

RESOLUTION

RETAINER AGREEMENT WITH OCEAN AND COASTAL CONSULTANTS,
REGARDING ALTERNATIVE ANALYSIS FOR THE MARINA BULKHEAD

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

RESOLVED, that the Village Manager be and hereby is authorized to enter into a retainer agreement with Ocean and Coastal Consultants Engineering, P.C., 35 Corporate Drive, Suite 1200, Trumbull, CT 06611 for a one day above the water site inspection to evaluate the existing conditions and collect limited survey data for the 850 linear bulkhead and adjacent areas that will be used in the preliminary design evaluation process with compensation not to exceed \$15,200 per their proposal dated March 3, 2011

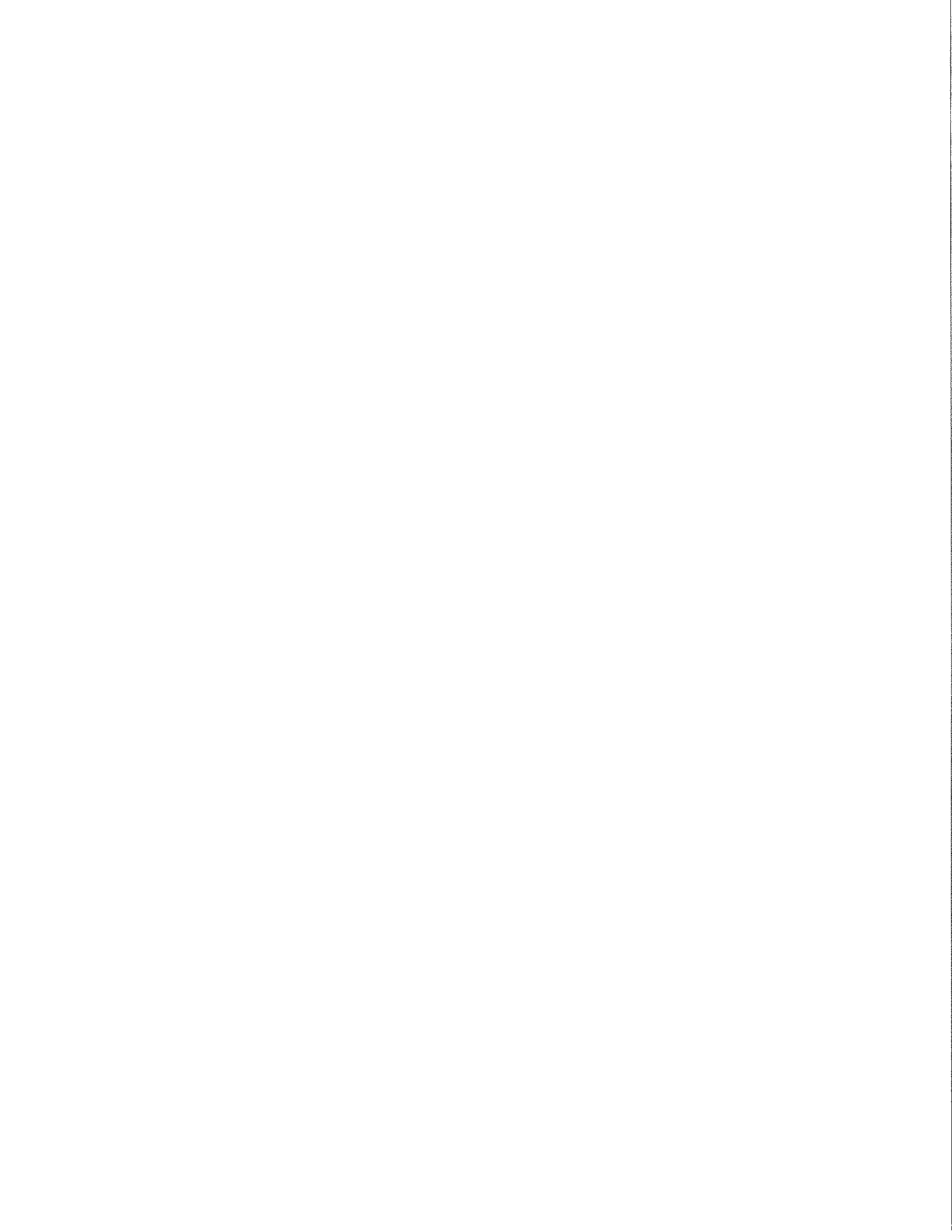
ROLL CALL

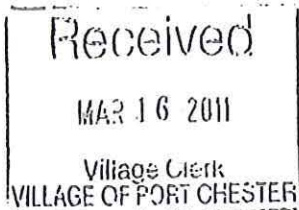
AYES: Trustees Kenner, Branca, Marino, Brakewood and Mayor Pilla

NOES: None

ABSENT: Trustee Terenzi

DATE: March 7, 2011





AGREEMENT

This Consulting Agreement, (hereinafter referred to as "Agreement") is made this the day of March, 2011 by and between The Village of Port Chester NY with its principal place of business at Village Hall, 222 Grace Church Street Port Chester, New York, State of New York (hereinafter referred to as "Client") and Ocean and Coastal Consultants Engineering, P.C., 35 Corporate Drive, with its principal place of business at 35 Corporate Drive, Suite 1200, Trumbull, Connecticut, 06611 hereinafter referred to as ("Ocean and Coastal").

Recitals

WHEREAS, a portion of the Village Marina bulkhead requires replacement; and

WHEREAS, the Client had engaged in a Request for Proposals ("RFP") process to solicit and obtain proposals from qualified marine engineering firms for a steel bulkhead; and

WHEREAS, the Client requires marine engineering services to undertake an analysis of design options and resultant upland impact to the promenade and parking areas as a prerequisite to engaging such design services; and

WHEREAS, By virtue of its background and experience Ocean and Coastal is qualified to assist the Village.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereto, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereby agree as follows:

Agreement

1. Retention and Description of Services. The Client hereby engages Ocean and Coastal to provide consulting services to provide the Client with a Waterfront Concept Study to evaluate shoreline stabilization alternatives to replace the failing vinyl sheet pile bulkhead, hereinafter known hereinafter as ("the Services") and more particularly described in Ocean and Coastal's proposal dated March 1, 2011 attached hereto as Exhibit "A" and incorporated herein by reference..
2. Term of Agreement. This Agreement shall be effective upon execution and shall continue until the completion and acceptance of the Services.
3. Fee. Client shall pay Ocean and Coastal a lump sum fee equal to \$15,000.00.

4. Payments. The Client shall be invoiced and Client shall pay such amount due, within thirty (30) calendar days of completion and acceptance of the Services.

5. Completion of Services. Ocean and Coastal shall complete the Services within 21 days of a written Notice to Proceed by the Client.

6. Copyright and Right to Work Product. It is the intention of the parties hereto that all rights, including without limitation copyright, in any written materials, software products, reports, memoranda or notes prepared by Ocean and Coastal pursuant to the terms of this Agreement, or otherwise for Client shall be the property of Client and all rights thereto shall vest in Client.

7. Confidentiality. Ocean and Coastal recognizes and acknowledges that in the conduct of its business with Client it may come into possession of confidential and/or privileged information or records with regard to the subject-matter pertaining to this Agreement. Ocean and Coastal recognizes and acknowledges that unauthorized disclosure of said information or records would irreparably damage Client. All such information is hereinafter collectively referred to as "Confidential Information." For purposes of this Agreement, "Confidential Information" shall mean any information relating to the business of Client that has not previously been publicly released by duly authorized representatives of Client. Ocean and Coastal agrees that, except as directed by Client or subject to law, it will not at any time use or disclose any Confidential Information or any other information designated as confidential or proprietary by Client to any person or, unless authorized in writing by Client, nor permit any person to examine and/or take copies of any reports or documents prepared by Ocean and Coastal or that come into Ocean and Coastal's possession or under Ocean and Coastal's control by reason of Ocean and Coastal's service hereunder.

8. Independent Contractor. This Agreement establishes between Client and Ocean and Coastal an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Ocean and Coastal will furnish the Services to Client using Ocean and Coastal's own means and methods. None of Ocean and Coastal's employees is to be considered an employee of the Client. Neither said employees nor Ocean and Coastal are entitled to any compensation, benefits or fee other than the payment to Ocean and Coastal as set forth hereunder.

9. Insurance. Ocean and Coastal shall procure and maintain, at all times, and at its own expense, until final completion of the Services covered by the Agreement, and during the time period following the final completion if Ocean and Coastal is required to return and perform additional Work for any reason whatsoever, Professional Liability insurance with a minimum of \$3,000,000 each occurrence and \$3,000,000 aggregate and Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Ocean and Coastal shall also provide workers compensation coverage as required within statutory limits. A certificate of insurance shall be issued to Client naming the Client and the following parties as additional named insured under the General Liability policy:

Village of Port Chester / Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Design Services

COSTCO

Port Chester Industrial Development Agency

G & S Port Chester LLC and G & S Investors LLC

County of Westchester

Dolph Rotfeld Engineering, P.C.:

10. Indemnity. To the fullest extent permitted by law, Ocean and Coastal shall indemnify, defend and hold harmless Client and Client and their respective officers, agents, employees, successors and assigns and all of the foregoing from and against any and all suites, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, expenses and losses arising from Ocean and Coastal's errors or negligent acts or omissions, as well as the errors or negligent acts or omissions of any officer, agent, employee or subcontractor of Ocean and Coastal (including their respective agents or employees) in connection with the engineering services provided pursuant to this Agreement, including claims for bodily injury and property damage, arising from the engineering services provided hereunder. Nothing herein shall be construed to require Ocean and Coastal to indemnify defend or hold harmless the Client for the sole negligence of the Client.

11. Termination of Agreement. This Agreement shall terminate upon the happening of any of the following events:

- a. By mutual agreement of the parties;
- b. Upon Client completion of the Project;

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

13. Choice of Law. This Agreement shall be deemed to be made under, be in accordance with, and governed by the laws of the State of New York.

14. Notices. Any notice, demand or other writing required to be given or served in this Agreement by either party to the other, shall be deemed to have been fully given or served when made in writing and deposited in the United States mail, postage prepaid, at the address set forth below, or such other address as the party may hereinafter designate to the other party in writing:

Attn: Stephen A. Famularo, P.E.
Ocean and Coastal Consultants Engineering, P.C.
35 Corporate Drive, Suite 1200
Trumbull, CT 06611

Village of Port Chester / Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Design Services

Attn: Christopher Russo - Village Manager
Village of Port Chester
Village Hall
222 Grace Church Street
Port Chester, NY 10573

15. Entire Agreement. This Agreement supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning consulting services provided by Ocean and Coastal, and this Agreement constitutes the entire agreement between these parties.

16. Modifications. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party.

17. Assignment. Ocean and Coastal shall not assign or transfer any rights under this Agreement without Client's prior written consent.

18. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement.

19. Limitation of Liability. In no event shall Ocean and Coastal be liable for any indirect, special or consequential loss or damage arising out of the performance of services hereunder including but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of Ocean and Coastal or otherwise.

20. Compliance with Law. Ocean and Coastal shall comply with any and all applicable laws and regulations which are now in effect or which may become applicable regarding any services provided hereunder.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Headings Not Controlling. Headings in this Agreement are used for ease of reference and are not controlling of the interpretation of this Agreement.

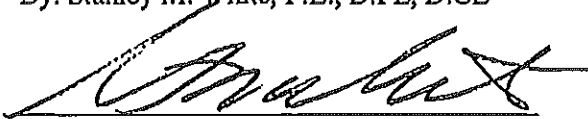
2

Village of Port Chester / Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Design Services

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the date first written above.

OCEAN AND COASTAL CONSULTANTS
ENGINEERING, P.C.

By: Stanley M. White, P.E., D.PE, D.CE



Title: President

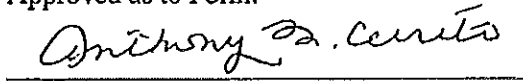
THE VILLAGE OF PORT CHESTER

By: Christopher J. Russo



Title: Village Manager

Approved as to Form:



Village Attorney



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
03/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C. NO.): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Ocean & Coastal Consultants, Inc. 35 Corporate Drive Suite 1200 Trumbull, CT 06611	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Travelers Indemnity of Connecticut	25682-001
	INSURER B: Travelers Indemnity Company of America	25666-003
	INSURER C: Commerce and Industry Insurance Company	19410-003
	INSURER D: National Union Fire Insurance Company	19445-004
	INSURER E: Zurich American Insurance Company	16535-005
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15623361 REVISION NUMBER: See Remarks

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR (N/A)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC	Y		6800960P555	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA0960P739	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			BE019902837	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In It) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC005867570	8/1/2010	8/1/2011	<input checked="" type="checkbox"/> WC STATUS LIMITS <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			IPR435904901	4/1/2010	4/1/2011	\$2,000,000 per claim \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/9/2011 WITH ID: 15616859

Costco, Village of Port Chester, Port Chester Industrial Development Agency, G & S Port Chester LLC and G & S Investors LLC, County of Westchester and Dolph Rotfeld Engineering, P.C. are Additional Insureds as required by written contract or agreement for General Liability and as it relates to the captioned project, but only with respect to liability caused in whole or in part by Ocean & Coastal Consultant's acts or omissions or those acts or omissions of those acting on their behalf. The limits of insurance afforded shall be the limits agreed upon in the written contract

CERTIFICATE HOLDER Village of Port Chester Attn: Christopher J. Russo 222 Grace Church Street Port Chester, NY 10573	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Andrew Paris</i>

Call: 3294852 Tpl: 1128014 Cert: 15623361 © 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED Ocean & Coastal Consultants, Inc. 35 Corporate Drive Suite 1200 Trumbull, CT 06611	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	HAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
 or agreement or the limits of the policy, whichever is less. Professional Services are excluded.

CONFIDENTIAL MEMORANDUM

January 15, 2011

TO: Christopher Russo, Village Manager
Anthony Cerreto, Esq., Village Attorney

FROM: Justin S. Miller, Esq.

RE: Modified Marina Redevelopment Project (the "Project")
Marina Bulkhead Matters and Proposed Waterfront Improvement Area
Matter Status Report

CONFIDENTIAL MEMORANDUM – ATTORNEY CLIENT MATERIAL
****FOIL EXEMPT****

Please accept this memorandum as a summary report for distribution to and review by appropriate members of the Village Board of Trustees. The underlying research and substance of this memorandum have been reviewed and commented upon by the Village Attorney and approved prior to circulation to the Board of Trustees.

To assist the Village Board of Trustees consider time sensitive issues relating to a portion of certain marina bulkhead improvements (the "Bulkhead") constructed by G&S in connection with the Project, we previously prepared a summary memorandum and status report, dated December 6, 2010, the substance of which was discussed at length at the Village Board meeting held on December 9, 2010, including the proposed establishment of a Waterfront Improvement Area within the Village pursuant to Village Law Section 22-2200. At that meeting, the Village Board adopted a resolution directing the Village Manager, Village Attorney and Harris Beach PLLC, as Special Counsel, to develop, no later than January 15, 2010, a proposed Map in furtherance of the establishment of a Waterfront Improvement Area and related Plan regarding the planning, design, engineering, construction, operation and maintenance of certain required capital improvements and repairs of waterfront improvements located therein, including an estimate of the total costs thereof (full resolution attached hereto as Exhibit A).

Please accept this memorandum as a summary of collective actions in furtherance of establishing the contemplated Waterfront Improvement Area and related Map and Plan. At the December 9, 2010 Village Board Meeting, members of the Board of Trustees indicated a desire to establish a Waterfront Improvement Area with as large a footprint as reasonably possible, with general parameters including properties located between Mill Street and Purdy Avenue. Since that time, we have worked closely with the Village Manager and Village Attorney to assess this potential footprint in furtherance of establishing a recommended Map, in addition to working with the Village Manager to consider both necessary and potential elements of repair, replacement and maintenance activities that would be incorporated into the related Plan.

Further, we also met with representatives of G&S on January 13, 2011 to discuss the condition of the Bulkhead, the Village's stabilization efforts to date, and the potential for G&S to contribute financial resources for repair and upgrade activities (through both direct contribution

MEMORANDUM

January 15, 2011

Page 2

to the Village and as beneficial owner of real estate located within a proposed Waterfront Improvement Area). In furtherance of establishing meaningful financial contribution by G&S without litigating fault (at least for now as we reserve all rights), we agreed to share engineering reports received by the Village and maintain an open dialogue regarding the Village's selection of a design engineer, consideration of selected remedies, and the ultimate scope of work. Notwithstanding the Village's stated goal of maintaining a meaningful level of cooperation with G&S as a means to secure financial participation without need for litigation, it must not be seen that the Village is ceding control over the elements of the process of replacement of the Bulkhead. In all events, discretion regarding these elements, including the establishment of a Waterfront Improvement Area and possible litigation against G&S and others to recover costs, are vested within the discretion of the Village, by and through the Board of Trustees.

I. Proposed Map

Based upon our review of tax maps of the general area around the Bulkhead, including the Modified Marina Redevelopment Project itself, we are recommending that a proposed Waterfront Improvement Area be initially established to include properties with a reasonable nexus to the waterfront property that the Village currently owns or controls. This would suggest establishment of an initial area adjacent to the Byram River from Willett Avenue to the Southern edge of the Costco property (G&S Unit 3).

There are both practical and legal reasons for this approach, including: (i) the limitation on the Village's ability to construct improvements beyond the promenades unless it secures an easement from riparian property owners for access, (ii) the diminished nexus of benefit to property owners if the Waterfront Improvement Area is too broadly established, (iii) the Village's ongoing efforts in adopting a comprehensive plan and update to the Village's Local Waterfront Revitalization Plan - both of which are expected to recommend enhanced waterfront public access and activity, and (iv) additional review and permitting implications associated with broader scope of improvement area, including SEQRA review, permitting from Army Corps of Engineers ("ACOE") and other regulatory triggers that would be otherwise required if the scope of work extended beyond this initial area. Therefore, we are recommending that an initial phase of Waterfront Improvement Area be established at this time to accommodate the exigent repair, upgrade and maintenance activities, with possible future phases broadening the Waterfront Improvement Area as future projects and initiatives, grant funding, and other resources are identified.

Therefore, , we have identified an initial recommended scope of Waterfront Improvement Area that coincides with the length of the established promenade area and inclusive of all G&S-controlled and developed parcels owned by PCIDA within the Project area. This immediate zone of benefited parcels we have identified includes those directly adjacent to Willett Avenue and on the East side of Abendroth Avenue. In addition, we are investigating whether the initial phase of improvement are should include properties bounded generally by Willett Avenue to the North and Main Street to the West to the intersection of Main Street and Westchester Avenue.

MEMORANDUM

January 15, 2011

Page 3

This broadened approach would have to be supported by demonstrated benefit and use of the waterfront area by all of the subject parcels – the parking overflow provided by the Project being a primary justification.

With the Village Board's guidance, the boundaries of the initial Waterfront Improvement Area can be established for initial consideration. Once this guidance is received, additional efforts would entail establishing the following:

- 1) Preliminary Map of Waterfront Improvement District;
- 2) Assembled list of all properties within Waterfront Improvement Area, including ownership and tax parcel data; and
- 3) Establishment of a spreadsheet of aggregate assessed valuation attributable to the proposed Waterfront Improvement Area (as same may be utilized as a basis for allocating improvement area assessments, as discussed below).

II. Proposed Plan

- a) Bulkhead Repair Elements

To the extent that the Village will seek to include the cost necessary Bulkhead repairs within the Plan developed in furtherance of the Waterfront Improvement Area, it will be necessary for the Village to authorize the engagement of design engineering services required to establish the scope and design of necessary repairs. The Village's prior solicitation for services (dated August 30, 2010) can be acted upon for this purpose. Once designs and recommendations are received, the selected service provider will also assist the Village with the construction bidding process, which will dictate the exact amount of cost necessary to correct the identified problem(s). Once the bids are received, the Village can finalize the Plan and initiate the public hearing process necessary to establish the Waterfront Improvement District.

We are recommending that the Village authorize the engagement of a consulting engineer and establish as short a turn-around on design and bid specifications as possible. This in turn would allow the Village to timely open bids and award the work.

- b) Identifying General Maintenance Needs and Method of Apportionment

During the interim period of time required to (i) finalize the proposed Map; and (ii) receive plans, specifications and bid parameters from Village's consulting engineer, additional efforts can be made on the following:

- 1) Establishment of general waterfront promenade maintenance and upkeep needs and estimated costs to include within the Plan; and
- 2) Establishment of the basis upon which apportionment of costs will be allocated by the Village within the Plan. Discussions thus far have entailed allocation based

MEMORANDUM

January 15, 2011

Page 4

upon assessed valuation of subject parcels to be included within the Waterfront Improvement Area, which is generally allowable as Village Law Section 22-2200 grants the Village Board of Trustees with broad discretion for apportionment as it may determine to be just and equitable. To this end, initial efforts can be made to develop proposed cost and apportionment modeling for internal review and discussion.

2010 by Halcrow and a set of drawings by Vaclris Engineering for the "Bulkhead Rehabilitation Project, Phases 2A and 2B, Port Chester, New York".

Description of the Structure

The vinyl sheet pile bulkhead on the west shore of the Byram River is an anchored bulkhead with one or two tie rods spaced at eight (8) feet on center. The tie rods are connected to a timber pile. Three continuous timber wales were installed in between the pile and the vinyl bulkhead. It is expected that the tie rods are connected to a continuous concrete deadman.

A promenade with concrete pavers and a parking lot is landward of the bulkhead. Linear trench drains were observed running parallel to the bulkhead.

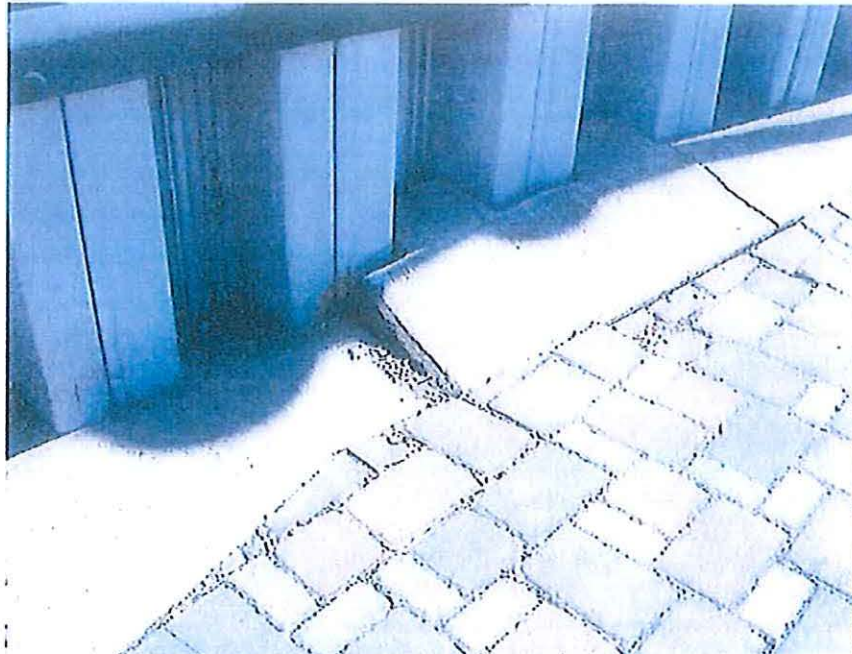
Several drainage pipe outfalls were noted at different elevations of the bulkhead wall.

Findings

During the walkthrough of the site, it was noted that the promenade area had moved vertically or settled significantly and the concrete edges and pavers were shifting down. The linear trench drain was affected by this soil settlement. It is estimated that the soil settlement is approximately 12 inches.



Photograph 2 - View of Promenade



Photograph 3 - Settlement of Soil; note lifting of concrete edge



Photograph 4 - Tie rods broken; note shearing of sheet pile flange

The bulkhead is also moving and twisting. Such movement is affecting the alignment of the bent plate cap and the handrails.

One location with a sinkhole was reported to OCC by Mr. Christopher Russo. The sinkhole was filled prior to our visit to the site.

The tie rods are galvanized with minor surface rust. OCC noted several of these tie rods broken at or near the pile. It seems that the deadman anchor had also moved vertically as the tie rods had sheared the flange of the sheet pile.



Photograph 5 - Splitting of timber wale

Timber piles have severe splitting at high stress (bending) locations. Wales also have signs of overstress (splitting).

The drainage pipe outfalls also show the effect of soil settlement as these pipes are now sloped upward, preventing any water from coming out from behind the bulkhead. The lower level outfalls are apparently not operational as no water is coming out from them. In addition, there is no visible seal around these outfall pipes allowing the soil fines to wash out at each tide cycle.

Other conditions of the vinyl sheets noted include: breaks, field splices, field repairs, sheets out of plumb, sand bags in front of sheets, and bulging of sheets.



Photograph 6 - Outfall pipe sloping up

Conclusions and Recommendations

It is apparent that the existing vinyl sheet pile bulkhead on the west shore of the Byram River in the Village of Port Chester, New York is in significant overstress. OCC has not performed an analysis to review the design of this bulkhead, therefore the conclusions and recommendations provided here are based on observation of the existing conditions and our experience and engineering knowledge.

Settlement of the pavers and concrete edges indicates that the soil was likely not properly compacted. The soil settled approximately 12 inches since construction (approximately 10 years ago), affecting the drainage system and probably the deadman as well. A linear trench drain parallel to the bulkhead collects water from the promenade; other site drainage also collects water from the landscaped areas and directs the water to outfall pipes that extend through the bulkhead. It is apparent that these drainage pipes are not operational as no water was observed coming out of them and the pipe outfalls are currently sloping up.

High hydrostatic pressures acting against the wall increase the loading on the tie rods. Once the load on the tie rod is exceeded, it yields and/or fails and breaks. Several tie rods have failed allowing the bulkhead to move free and to overstress the remaining tie rods.

The timber piles and wales also show the effect of the overstress in the form of splits and spalls. These members are distributing the soil pressure on the bulkhead to the tie rods. When the tie rod breaks, the wales and piles take more loading as the span increases twofold. This increase in span also increases the load on the remaining tie rods, eventually causing them to fail.

Due to the lack of construction logs, construction drawings, and design information, it is difficult to quantify the capacity of the existing bulkhead or what factors of safety were used in the original design. Based on the photographs taken in 2007 and again on April 9, 2010, it seems that the conditions observed have not changed significantly in three years. This of course does not imply that the bulkhead is structurally sound but that the bulkhead has built-in redundancy that is helping it to not fail. Failure of this type of bulkhead will probably be localized to those areas without more than one consecutive tie rod. This failure will be sudden as there will be no clear indication of when it can happen.

The possibility of sudden, localized failure poses a risk to pedestrians and boat owners/operators on the adjacent docks. OCC recommends that the Village of Port Chester prevent any use of the promenade and discontinue the use of the adjacent docks until the bulkhead is repaired.

A standard repair for this type of wall involves the use of a new steel sheet pile wall driven in front of the existing bulkhead (typically within 18 inches per the regulatory agencies) called "oversheeting". The oversheeting wall would be either cantilever or anchored. We understand that the rock at the site is high and may not allow for sufficient embedment of the sheets for the cantilever system to work therefore an anchored bulkhead is recommended.

The anchored bulkhead will require ground anchors to minimize the disturbance of the upland areas. Drainage shall be also upgraded to minimize the hydrostatic pressures due to runoff during a storm event.

You may call the undersigned at (203) 268-5007 if you have further questions about this report or contact Ms. Azure Dec Sleicher, Project Manager, to discuss next steps. OCC has the necessary experience to prepare the design, plans and specifications, as well as, prepare the necessary permit applications to the State and Federal regulatory agencies. OCC looks forward to working with the Village of Port Chester to repair the existing vinyl sheet pile bulkhead on the shore of the Byram River and restoring the pedestrian promenade and dock use at the site in a timely manner.

Very truly yours,

OCEAN AND COASTAL CONSULTANTS ENGINEERING, P.C.



Alex I. Mora, P.E.
Project Engineer

RESOLUTION

AGREEMENT WITH HALCROW ENGINEERS, P.C.
REGARDING DESIGN/BID DOCUMENTS FOR MARINA BULKHEAD

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

RESOLVED, that the Village Manager be and hereby is authorized to enter into an agreement with Halcrow Engineers, P.C., 22 Cortland Street, New York, New York for the design, plans and specifications and bid documents with regards to the replacement of a portion of the Marina Bulkhead, compensation in an amount not to exceed \$216,080.00, with funding to be from UDAG proceeds.

ROLL CALL

AYES: Trustees Terenzi, Kenner, Branca, Marino, Brakewood and Mayor Pilla

NOES: None

ABSENT: None

DATE: February 7, 2011

Bulkhead,

AGREEMENT

This Consulting Agreement, (hereinafter referred to as "Agreement") is made this the day of June 2011 by and between **The Village of Port Chester NY** with its principal place of business at Village Hall, 222 Grace Church Street Port Chester, New York, State of New York (hereinafter referred to as "Client") and **Halcrow Engineers, PC**, a New York Corporation, with its principal place of business at 22 Cortlandt Street, New York, State of New York, (hereinafter referred to as "Halcrow").

Recitals

WHEREAS, the Client requires marine engineering services to undertake the design of a replacement bulkhead at the Village Marina; and

WHEREAS, the Village has engaged in a Request for Proposals ("RFP") process to solicit and obtain proposals from qualified engineering firms; and

WHEREAS, by virtue of its background and experience Halcrow is qualified to assist the Village.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereto, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereby agree as follows:

Agreement

1. Retention and Description of Services. The Client hereby engages Halcrow to provide professional engineering services with regard to the design of the Phase III Steel Sheet Pile Replacement Bulkhead Project at the Village Marina, (known hereinafter as "the Services") and more particularly described in "Attachment A" Detailed Labor Man Hours and Cost Schedule, and Detailed Scope of Services for this work, attached hereto and incorporated herein by reference. Should the Client request additional services beyond the scope, said work shall be mutually agreed with written amendment to said Attachment A.
2. Term of Agreement. This Agreement shall be effective upon execution and shall continue until the completion and acceptance of the Services.
3. Fee. Client shall pay Halcrow a fee equal to \$216,080.00, together with allowable subcontracted work as set out in Attachment A.
4. Payments. The Client shall be invoiced on a monthly basis and Client shall pay such amounts due within thirty (30) calendar days of the receipt of each invoice.

5. Completion of Services . Within 30 days of execution of this Agreement, Halcrow shall provide a progress schedule to the Client and no later than 90 days with an estimated construction cost of the replacement bulkhead. Halcrow shall complete the Services within 180 days of a written Notice to Proceed by the Client. .

6. Copyright and Right to Work Product. It is the intention of the parties hereto that all rights, including without limitation copyright, in any written materials, software products, reports, memoranda or notes prepared by Halcrow ("Work Products") pursuant to the terms of this Agreement, or otherwise for Client shall be the property of Client. Client acknowledges Work Products are developed only with respect to the particular application.

7 Confidentiality. Halcrow recognizes and acknowledges that in the conduct of its business with Client it may come into possession of confidential and/or privileged information or records with regard to the subject-matter pertaining to this Agreement. Halcrow recognizes and acknowledges that unauthorized disclosure of said information or records may irreparably damage Client. All such information is hereinafter collectively referred to as "Confidential Information." For purposes of this Agreement, "Confidential Information" shall mean any information relating to the business of Client that has not previously been publicly released by duly authorized representatives of Client. Halcrow agrees that, except as directed by Client or subject to law, it will not at any time use or disclose any Confidential Information or any other information designated as confidential or proprietary by Client to any person or, unless authorized in writing by Client, nor permit any person to examine and/or take copies of any reports or documents prepared by Halcrow or that come into Halcrow's possession or under Halcrow's control by reason of Halcrow's service hereunder. This shall not prevent Halcrow from disclosing any information to the extent reasonably necessary to substantiate a claim or defense in an adjudicatory proceeding or to comply with applicable legal requirements.

8. Independent Contractor. This Agreement establishes between Client and Halcrow an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Halcrow will furnish the Services to Client using Halcrow's own means and methods. None of Halcrow's employees are to be considered an employee of the Client. Neither said employees nor Halcrow are entitled to any compensation, benefits or fee other than the payment to Halcrow as set forth hereunder.

9. Insurance. Halcrow shall procure and maintain, at all times, and at its own expense, until final completion of the Work covered by the Contract, and during the time period following the final completion if Halcrow is required to return and perform additional Work for any reason whatsoever, Professional Liability insurance with a minimum of \$3,000,000 each claim and \$3,000,000 aggregate and Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Halcrow shall also provide workers compensation coverage as required within statutory limits. A certificate of insurance shall be issued to Client naming the Client and the following parties as additional named insured under the General Liability policy:

Port Chester Industrial Development Agency

G & S Port Chester LLC, G & S Investors LLC and G & S Port Chester Unit III LLC

County of Westchester

Dolph Rotfeld Engineering, P.C.:

10. Indemnity. To the fullest extent permitted by law, Halcrow shall indemnify and hold harmless Client and Owner and their respective officers, employees, and successors and all of the foregoing from and against damages, liabilities, losses and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors or omissions of Halcrow, including anyone for whom Halcrow is responsible in connection with the performance of, or failure to perform, engineering services under this Agreement. Nothing herein shall be construed to require Halcrow to indemnify, defend or hold harmless the Client for the negligence of the Client.

11. Termination of Agreement. This Agreement shall terminate upon the happening of any of the following events:

- a. By mutual agreement of the parties;
- b. Upon Client completion of the Project;
- c. Upon written notice by Client to Halcrow. In the event that this Agreement is terminated by the Client for any reason, Halcrow shall cease all work immediately upon receipt of written notice or at such point as mutually agreed between the parties. Final payment shall be made to Halcrow for all work satisfactorily performed to the point of termination;
- d. Upon written notice by Halcrow to Client for failure to make payment after thirty (30) days after due. .

12. Dispute Resolution In the event of a dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute will be adjudicated in a court of competent jurisdiction. Prior to the institution of legal proceedings, the parties shall endeavor to resolve any disputes by nonbinding mediation.

13. Choice of Law. This Agreement shall be deemed to be made under, be in accordance with, and governed by the laws of the State of New York.

14. Notices. Any notice, demand or other writing required to be given or served in this Agreement by either party to the other, shall be deemed to have been fully given or served when made in writing and deposited in the United States mail, postage prepaid, at the address set forth below, or such other address as the party may hereinafter designate to the other party in writing:

Village of Port Chester / Halcrow Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Design Services

Attn: Alan K. Waller, PE, V.P.
Halcrow Engineers, PC
22 Cortlandt Street, floor 30
New York, New York 10007

Attn: Christopher Russo - Village Manager
Village of Port Chester
Village Hall
222 Grace Church Street
Port Chester, NY 10573

15. Entire Agreement. This Agreement supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning consulting services provided by Halcrow, and this Agreement constitutes the entire agreement between these parties.

16. Modifications. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party.

17. Assignment. Halcrow shall not assign or transfer any rights under this Agreement without Client's prior written consent.

18. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement.

19. Limitation of Liability. In no event shall Halcrow be liable for any indirect, special or consequential loss or damage arising out of the performance of services hereunder including but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of Halcrow or otherwise.

20. Compliance with Law. Halcrow shall comply with any and all applicable laws and regulations which are now in effect or which may become applicable regarding any services provided hereunder.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Headings Not Controlling. Headings in this Agreement are used for ease of reference and are not controlling of the interpretation of this Agreement.

23. Standard of Care Halcrow agrees to perform its Services in accordance with the degree of due care and competence exercised by reasonably skilled member of the profession within the community in which Halcrow practices. .

Village of Port Chester / Halcrow Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Design Services

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the date first written above.

HALCROW ENGINEERS, PC

By: Alan K. Waller



Signature:

Title: Vice-President

THE VILLAGE OF PORT CHESTER

By: Christopher Russo

Signature:

Title: Village Manager

Approved as to Form:

Village Attorney

Village of Port Chester / Halcrow Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Design Services

Attachment A

- Detailed Labor Man Hours and Cost Schedule
- Detailed Scope of Services
- Billing Rate Schedule

1) Rock Elevation Probing – Halcrow will provide field oversight of barge-mounted drill probing by contractor to verify the top of rock elevations at 44 locations (spaced at approximately 20 foot intervals) along the new sheeting alignment.

2) Test Pit Verification of Existing Tie Rods & Dead Men – Halcrow will provide field oversight of 6 test pit excavations (approximately 8 ft in depth and 6 foot square at bottom of excavation with 1:2 side slope), including asphalt pavement repair to match the existing) by contractor to verify the location and construction of tie rods and dead men to verify their suitability for reuse in the new wall design and construction.

Task 3 – Prepare Bulkhead Analysis, Design and Specifications

a. Design Submission 50% – Preliminary design calculations and layout of the new sheeting, wale, design drawing details and calculation and adequacy of the existing dead men and tie rods and design of additional tie rods for the revised bulkhead height to permit the new promenade to be or near the existing Costco parking lot height. Prepare demolition plan and sections. Prepare new plan and sections of new surface drainage cross section (new promenade area to drain back towards the existing Costco parking area). Prepare new bulkhead wall penetration plan elevation and details to accommodate existing Costco parking area storm drain outfalls. Prepare new promenade paver system plan, sections and details. Prepare outline specifications. Prepare ACOE/NYSDEC permit amendment for increased height of bulkhead wall to accommodate promenade pitch to Costco parking area and submit for ACOE/DEC approval. Any resubmittal or additional time to respond to ACOE/NYSDEC comments is not included;, such work can be performed at the labor rates included in the rate schedule.if required by the Village.

b. Review of preliminary design with the Village’s consulting engineer.

c. Finalize Design Drawing Submission 100%– Finalize calculations, construction drawings, and technical specifications.

d. Review of final design with the Village’s consulting engineer. Incorporate final comments, sign and seal.

Task 4 – Assist in the Bidding Process

a. Assist the Village in editing their standard bid documents to prepare this project specific bid package

b Attend mandatory pre-bid meeting with potential bidders

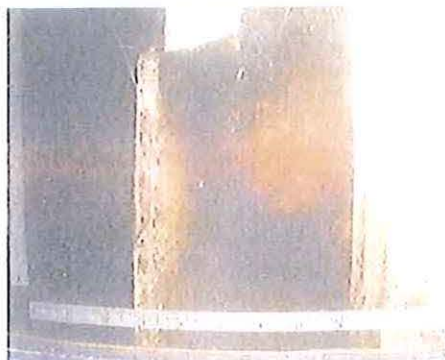
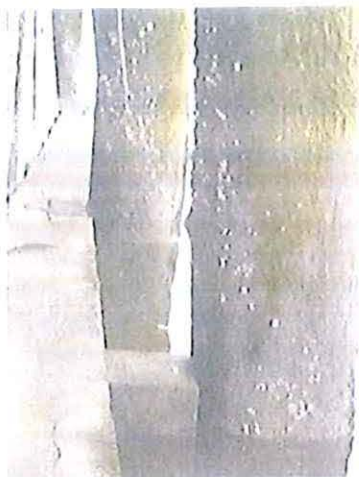
c. Respond to technical questions from potential bidders and prepare bid addendum as necessary

d. Review bids, prepare bid analysis, review qualifications and background of bidders, and make recommendation as to lowest responsible bidder for award.

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HALCROW, INC.
TECHNICAL PERSONNEL
BILLING RATE SCHEDULE
January 2011

<u>Classification</u>	<u>Hourly Billing Rate</u>
Senior Vice President	\$340
Vice President	\$285
Senior Principal Engineer	\$235
Principal Engineer	\$205
Senior Engineer	\$160
Engineer	\$125
Designer/Technician	\$165
CAD Operator	\$125
P.E. – Diver	\$175
Engineer – Diver	\$135
Dive Supervisor	\$140
Technician – Diver	\$115
Technical Assistant	\$115
Administrative Assistant	\$ 90



Proposal for the
**Design of a New Replacement
Bulkhead**
for the
Village of Port Chester, New York

submitted to
the Village of Port Chester

submitted by
Halcrow Engineers, PC

September 2010

Halcrow

Halcrow Engineers, PC
22 Cortlandt Street
New York, NY 10007
Tel (212) 608-3990
Fax (212) 566-5059
www.halcrow.com



DPXIRE569

September 16, 2010

Village Hall
Village of Port Chester
222 Grace Church St
Port Chester, NY 10573

Attention: Christopher Russo, Village Manager
Reference: Request for Proposal
Design of New Bulkhead for the Village of Port Chester

Dear Mr. Russo,

Halcrow Engineers, PC (Halcrow) is pleased to present this proposal for the design, preparation of contract documents, and construction administration and inspection of a new bulkhead along the Byram River. Halcrow is extremely well qualified for this assignment, as we have extensive experience in the planning, design, and construction supervision of waterfront projects around the region, country, and world. Specifically, Halcrow has vast experience in the design of shallow pinned steel sheetpile bulkheads as well as steel sheetpile bulkhead impressed current and sacrificial cathodic protection systems.

Since August of 2006 Halcrow has provided you with quality engineering, inspection and forensic services related to the ongoing problems encountered with your failing vinyl sheet pile bulkhead. Halcrow carried out an investigation of the existing vinyl bulkhead at the Byram River, assessed cathodic protection alternatives for a steel sheet pile bulkhead near the vinyl bulkhead, and have recently submitted the emergency joint permit application for the new bulkhead. This expertise and experience will allow Halcrow to start work on the design of the new bulkhead immediately and efficiently in order to achieve your project schedule and reopen the esplanade for public use.

In addition to our highly qualified staff, our unique advantage on this particular project relates to Halcrow's previous investigation into the failure of the existing vinyl sheetpile bulkhead. We truly understand the reason for the failure, and therefore can provide The Village with the most efficient and effective solution.

As in any project, the most critical factor for success is the people assigned to your project. We have therefore provided our most experienced staff for this important project, as evidenced by the enclosed resumes; all are experts in their respective disciplines.

We greatly appreciate the opportunity to provide The Village with a proposal for these services and are readily available to discuss any aspects of our proposal with you in greater detail.

Very truly yours,
Halcrow Engineers, PC

A handwritten signature in black ink, appearing to read "Alan K. Waller".

Alan K. Waller, PE
Vice President

DK/dk

Attachments: One (1) original and ten (10) copies of Halcrow's proposal

REQUIRED QUALIFICATIONS

- ✓ Firm Has a Minimum of 10 Years Experience in the Design and Construction Supervision of Shallow Pinned Steel Sheet Pile Bulkheads
- ✓ Firm Has a Minimum of 10 Years Experience in the Design of Steel Sheet pile Bulkhead Impressed Current and Sacrificial Cathodic Protection Systems
- ✓ Lead Designer is Currently a Registered Licensed Professional Engineer in the State of New York
- ✓ Lead Designer has a Minimum of 10 Years Experience in the Design and Construction Supervision of Shallow Pinned Steel Sheet Pile Bulkheads
- ✓ Firm Has In-House Geotechnical Engineering Expertise under Direction of New York State Licensed Professional Engineer
- ✓ Firm Has New York State Licensed Professional Engineer that will Provide Resident Engineering Inspection Services during Construction
- ✓ Firm has In-House Dive Team with at Least one Diver Being a New York State Licensed Professional Engineer
- Included List of Recent and Relevant Experience in Similar Type Services and Projects
- Included Resumes of Key Individuals that will be Assigned to the Project
- Included Certificate from the NYS Education Department Permitting Firm to Provide Professional Engineering Services
- Included Insurance Policies for Professional Liability and General Liability for \$5,000,000 Each
- Included Errors and Omission and Workmen's Compensation, NYS Unemployment and NYS Disability Insurance

SPECIALIZED EXPERIENCE OF FIRM

We believe Halcrow is the best suited company for the bulkhead replacement project in the Village of Port Chester. We have organized a world class team of professionals to oversee the specialized subsurface rock probing, custom design the new pinned steel sheet pile replacement bulkhead, and supervise the replacement bulkhead construction along the Byram River. We have thoroughly reviewed your RFP and understand exactly what you need, as we were retained by you to monitor the bulkhead condition over the last three years.

Introduction to Halcrow

Halcrow is a world leader in the planning, design, engineering, inspection, construction management, and program management of infrastructure projects worldwide. Halcrow's Maritime Business Group has more than 350 staff members dedicated exclusively to waterfront projects.

Halcrow is able to provide all waterfront investigations, underwater and above water inspections, the full range of engineering services, construction supervision, construction management, and permitting services required to bring projects to fruition. Issues frequently encountered include capping or otherwise remediating contaminated sites, incorporation of ferry landings, rehabilitation of existing structures, and the design of bulkheads and piers to support landscaping and recreational facilities. Halcrow also is able to provide forensic engineering pertaining to waterfront structures.

Halcrow is not merely a consulting engineering that has an interest in waterfront design or a firm that has undertaken some waterfront engineering projects in the course of its general practice. Halcrow has been providing unparalleled engineering services to our clients for more than 140 years.

Halcrow's prominence in waterfront engineering is based upon the capability of its staff who are regularly recognized by their peers. One measure of this is Halcrow's representation at the recent PORTS '01 and PORTS '04 conferences held under the auspices of the American Society of Civil Engineers (ASCE). Halcrow authors have included Jonathan Goldstick and Alan Waller. Jonathan has presented papers entitled The Design of the Pier 79 West Midtown Ferry Terminal and The Design of a Waterfront Park in Irvington, NY. Halcrow personnel are active members of internationally recognized waterfront rules-making committees including PIANC (the French acronym for the Navigational Congress) and ASCE. Halcrow engineers sit on committees developing guidelines for waterfront inspection, waterfront rehabilitation, underwater concrete, and marine fendering

To further illustrate Halcrow's recognized expertise in waterfront engineering, a brief discussion of expertise by discipline follows:

Structural/Geotechnical Engineering

This is Halcrow's largest department, containing all of Halcrow's waterfront structural and geotechnical expertise. The group regularly tackles difficult waterfront engineering issues, applying their knowledge of waterfront construction and the use of appropriate materials in the hostile waterfront environment. Halcrow's structural and geotechnical maritime engineers have worked on numerous projects similar to the new replacement bulkhead in the Village of Port Chester. For example, in 2009, Halcrow engineers designed a pinned sheet pile bulkhead structure for the US Navy, in Norfolk Virginia, and in 2007, Halcrow

engineers designed a new steel sheet pile bulkhead with tiebacks for a waterfront esplanade in Sheepshead Bay, Brooklyn, NY. Detailed descriptions of these projects, and other representative ones, can be found in the following pages.

Underwater Inspection

This group is responsible for gathering field data in support of Halcrow's waterfront designs. Under long term on-call contracts, this group provides inspection and assessment services to significant waterfront clients such as the Port Authority of NY&NJ, the New York City Economic Development Corporation, the US Navy, and ExxonMobil. Halcrow can field five three-person underwater inspection teams from the New York office. All divers are commercially certified, most are engineers, and many are Professional Engineers. This group also undertakes bathymetric surveys using Halcrow equipment on Halcrow vessels.

Electrical Engineering/Cathodic Protection

This group is dedicated to electrical engineering in the marine environment and has highly specialized expertise in areas such as grounding of marine structures, specifying waterfront fixtures such as power bollards and light fixtures, and designing cathodic protection systems. Patrick Daniell of the department is certified by the National Association of Corrosion Engineers (NACE) and has led the design of cathodic protection systems recently installed at Sheepshead Bay, Harbor Charlie, Irvington, Yonkers, and Riverside West. His expertise includes both sacrificial anode-based systems and impressed current systems. The department has the in-house capability of analyzing water samples to measure the resistivity of the site water, a crucial parameter for the design of cathodic protection systems.

Mechanical Engineering

Similar to the Electrical Department, the Mechanical Department has a specialized portfolio of waterfront expertise. In addition to items such as pier utilities, petrochemical piping, and drainage piping, this department takes the lead on items such as hydraulically-actuated gangways and flood gates.

Coastal Engineering

This is a highly specialized, highly analytical discipline dedicated to the study of offshore and coastal processes. Halcrow's Coastal Department is comprised of professional engineers, many of whom hold advanced degrees. Halcrow owns the most sophisticated modeling software available and uses it regularly in support of design projects. The software includes the Danish Hydraulics Institute's Mike 21 suite of coastal programs as well as Wallingford Laboratories AQWA program used to predict the motions of vessels in waves.

Project References

In the past 10 years, Halcrow has designed, inspected, and/or managed the construction of over 660 projects involving steel sheet pile bulkheads. Over 90 of these projects had cathodic protection systems. Several representative projects are summarized below, and detailed information such as scope of work, client contact information, and project value can be found on the following pages.

Project Name	Client	Submarine Inspection	Design/Design Review	Sheet Pile Wall	Shallow Pinned Bulkhead	Cathodic Protection Design	Construction Supervision/Administration
Failing Vinyl Sheet Pile Bulkhead Analysis and Monitoring	Village of Port Chester, NY	✓		✓			
Steel Sheet Pile Bulkhead Cathodic Protection Evaluation	Village of Port Chester, NY			✓		✓	
F & M Schaefer Brewery Waterfront Esplanade	NYCEDC	✓	✓	✓		✓	✓
Scenic Waterfront Park	Village of Irvington, NY	✓	✓	✓		✓	✓
Rehabilitation of Brooklyn Navy Yard Waterfront Structures	Brooklyn Navy Yard Development Corporation	✓	✓	✓			✓
Port Elizabeth Container Terminal Expansion/Upgrade	APM Terminals North America, Inc.	✓	✓	✓			✓
Sheepshead Bay Bulkhead Rehabilitation	NYCEDC	✓	✓	✓		✓	✓
Berth 3 & 4 Bulkhead Replacement	US Navy, Norfolk Naval Shipyard		✓	✓	✓		✓
Karachi Port Berth Deepening Design Review	Karachi Port Trust, Pakistan		✓		✓		✓

Client Contact

Village of Port Chester

Village Manager:

Christopher Russo

(914) 557-4749

Start/Completion Dates

2006 - On-going

Halcrow Team

Project Manager: Alan Waller,
PE

Geotechnical Lead: Sam
Nauss, PE

Engineer-Diver: Doug Friend,
PE

Permitting: Duncan Kopp

Other Firms Involved

None

Project Description

In September of 2006, the Village of Port Chester retained Halcrow to perform a visual inspection of the Phase III vinyl sheet pile bulkhead constructed in 2001 along the Byram River situated in the Village of Port Chester, NY. The Village was concerned with the ongoing settlement of the Esplanade paving supported by the bulkhead. Halcrow performed an in depth review of the original design calculations and discovered the design was flawed. Furthermore, a close visual inspection of the bulkhead revealed poor construction methods with multiple flaws.

Halcrow recommended that a base survey be made of the entire Phase III bulkhead, and monthly surveys be performed to allow continued use of the bulkhead until such time it would need to be closed to the public.

Unfortunately in mid July 2010 a portion of the bulkhead began to show further signs of distress and Halcrow notified the Village Manager that access to the public should immediately cease. Within a month of that notice a section of the bulkhead collapsed as shown in the photo below.

The Village has recently retained Halcrow to prepare an Emergency Army Corps of Engineers and NYSDEC Joint Permit Application to rebuild the bulkhead using steel sheeting.



Client Contact

Village of Port Chester

Village Manager:

Christopher Russo

(914) 557-4749

Start/Completion Dates

2006 - 2007

Halcrow Team

Project Manager: Alan Waller,
PE

Electrical Lead: Patrick
Daniel, PE

Other Firms Involved

None

Project Description

In October 2006, the Village of Port Chester retained Halcrow to perform an in-depth assessment of the condition of the existing steel sheet pile bulkhead along the Byram River situated in the Village of Port Chester, NY. Halcrow performed an above and underwater inspection of the structure, as well as salinity samples at winter and spring tidal flows. In July of 2007 Halcrow submitted an in depth inspection report which included recommendations for the installation of an Impressed Current Cathodic Protection System (ICCP) to protect the submerged portions of the existing steel sheet pile bulkhead structure from future corrosion, and therefore extend its useful service life. A conceptual construction cost estimate for the installation of the ICCP system was also provided.



Client Contact

New York City Economic
Development Corporation
110 William Street
New York, NY 10038

Mr. Len Greco
(212) 312-3743

Start/Completion Dates

2004 - 2007

Constructed Value

USD 5.4 million

Halcrow Team

Project Manager: Al Waller,
PE

Other Firms Involved

Abel Bainson Butz

Project Description

The site of the former F & M Schaefer Brewing Company production facility in Brooklyn will be occupied by two residential towers and a public esplanade. Halcrow was the prime consultant under contract to the New York City Economic Development Corporation to design the reconstruction of the waterfront and all public areas. Halcrow's subconsultants included a landscape architect and an environmental consulting firm.

The initial inspection by Halcrow engineer-divers found the structures along the 330-ft long waterfront to be in poor condition and in need of rehabilitation or replacement. Approximately 60 ft of the waterfront was retained by a steel sheet pile wall. The remainder consisted of a variety of low-level platforms of various constructions. The reconstruction included replacement of the steel sheeting and demolition and replacement of the 30-ft wide platforms. The new design incorporated a deadman-anchored earth-filled steel sheet pile bulkhead structure. Halcrow undertook an extensive site investigation program to delineate the highly complex subsurface conditions created by construction projects in support of the site's various industrial uses over the previous two centuries.

The new sheet pile bulkhead supports a 40-ft wide public esplanade along the East River. The esplanade surfaces include boardwalk-type timber decking, separated from grassy areas and other surface treatments by a curved wall that provides a grade separation and serves as informal seating. The platforms support 2 ft to 3 ft of fill for plantings. The waterfront esplanade is connected to the street by a 315-ft long promenade varying in width from 60 ft to 85 ft. The esplanade and promenade design includes trees and shrubs, an irrigation system, area lighting, public seating, various walkways, grading, and drainage to the City system. Halcrow provided construction management and engineering supervision services during construction of both the marine and upland park portions of this project.



*Transformation of
the Hudson River
waterfront into a
public access park
and recreation
space*

Client Contact

Village of Irvington
85 Main Street
Irvington, NY 10533

Mr. Larry Schopfer
(914) 591-8604

Start/Completion Dates

2003-2005

Halcrow Team

Project Manager: Jonathan
Goldstick, PE

Other Firms Involved

Signe Nielsen
Dewkett Engineering
Ecosystem Strategies

Project Description

In order to transform the Hudson River waterfront into a public access park and recreation space, the Village of Irvington retained a team of architects and environmental specialists to develop a design for the area. Halcrow was retained to provide the waterfront engineering expertise associated with the park development. The waterfront area consisted of 1,700 linear ft of various types of severely deteriorated construction. On the southern end, the bulkhead was a timber crib wall that abutted a steel sheet pile bulkhead section, which extended in front of a concrete platform that supported the reclaimed land on which the park was to be located.

Halcrow's work began with a detailed above and underwater inspection of the shoreline, which was performed by Halcrow's engineer-divers. Based upon the findings of that inspection, it was determined that it was not cost effective to rehabilitate any of the existing shoreline structures. Halcrow presented various design alternatives, which were evaluated based upon several criteria including cost, aesthetics, sacrifice of park areas, ease of obtaining permits, and maintenance requirements.

In order to maximize the benefits and minimize the costs of the new park area, the selected design alternative consists of a stone-armored slope and two vertical steel sheet pile bulkheads. The finished area includes active and passive recreation areas, including a sports field and landscaped areas with open spaces and pathways. Halcrow prepared the detailed design and contract documents, assisted in the bidding and construction contract award process, and provided periodic inspection and other construction period services.



Replacement of numerous structures, including a collapsed stone seawall with a new steel sheet pile bulkhead

Client Contact

Brooklyn Navy Yard
Development Corporation
63 Flushing Ave., Unit 300
Building 292
Brooklyn, NY 11205

Mr. James Corley, Jr.

Vice President, Construction
Management
(718) 907-5942

Start/Completion Dates

Design: 2008-Ongoing
Construction: 2010-Ongoing

Constructed Value

USD 22 million

Design Fee

USD 1.8 million

Halcrow Team

Project Director: Jonathan
Goldstick

Project Manager: Al Waller
Project Engineer: Duncan
Kopp

Lead Electrical Engineer:
Patrick Daniell

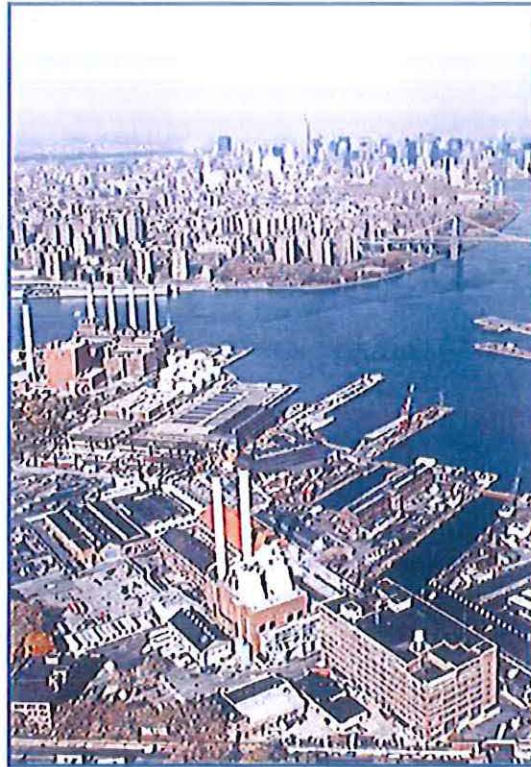
Diver: Maki Onodera

Lead Structural Engineer:
Leonid Pradkin

Lead Geotechnical Engineer:
Prem Kumar

Other Firms Involved

Angle of Attack Land
Surveying

Project Description

Halcrow was retained by the Brooklyn Navy Yard Development Corporation (BNYDC) to rehabilitate numerous waterfront structures. The Brooklyn Navy Yard was built in the late 1800s to mid 1900s, and much of the waterfront infrastructure is deteriorating and in need of urgent repair. Halcrow performed underwater condition assessments of timber pile-supported piers Berths 8, 8A, 8B, 9, 9A, 10, 10A, and the Small Boat Basin, evaluated at least three design alternatives and conceptual cost estimates per structure, and is currently working on detailed design drawings and cost estimates. Halcrow designed a new high-capacity structural concrete cover at the Dry Dock 3 Pump Well, as

well as performed an underwater inspection, geotechnical investigation, and conceptual design for a replacement Pier D. Halcrow also performed an underwater inspection and produced design alternatives, cost estimates, detailed design, and bid documents, for Berth 1A, a collapsed stone seawall. Halcrow is providing construction administration, support and oversight services to BNYDC for all locations.

Berth 1A consisted of a collapsed stone seawall. BNYDC required a new bulkhead capable of supporting infrastructure for a new upland building, and potential future vessel berthing. Halcrow provided conceptual, schematic, and detailed design drawings and cost estimates, and contract documents in 2010 for a new steel sheetpile wall. Additionally, Halcrow produced a Joint Permit application to obtain US Army Corps/ NYSDEC permits. Construction is currently underway, and Halcrow is providing construction administration, support and oversight services to BNYDC.

Based on Halcrow's performance, the contract has been amended several times to include inspection, design, and construction management of additional structures at the Brooklyn Navy Yard.

**Client Contact**

APM Terminals North
America, Inc.
6000 Carnegie Boulevard
Charlotte, NC 28209

Mr. Manuel Garmilla
(704) 571-2510

Start/Completion Dates

2003 - 2008

Constructed Value

USD 15.8 million

Halcrow Team

Dennis Padron, Principal-in-charge
Bill Papis, Project manager
and lead structural engineer
Jack Luo, Lead geotechnical
engineer
Patrick Daniell, Electrical
engineer
Fred Ortmann, Lead civil
engineer
Bohdan Yurynets, Structural
engineer
Matt Rees, Resident engineer
Sheikh Qayyum

Other Firms Involved

None

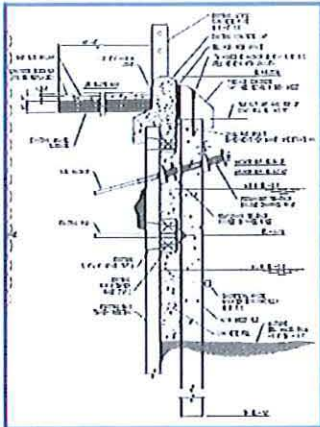
Project Description

As a result of the Maersk - SeaLand merger, the former Sea-Land container terminal at Port Elizabeth required a major rehabilitation, upgrading, and expansion to accommodate larger vessels and increased throughput, while incorporating new technologies.

The Port Elizabeth wharf structure was originally built for breakbulk vessels and then modified for second generation container vessels and cranes. The loads imposed by the larger vessels and new generation of cranes required major wharf modifications. This work is in conjunction with the deepening of the wharf and rehabilitation of the wharf structure. The wharf structure improvements include deepening the water from the present 40 ft to 52 ft, supporting a crane rail system with a capacity of 50 kips per lin ft, and mooring fittings and fenders to accommodate 8,000 TEU container vessels. Part of the wharf upgrading is the conversion of the existing 4,000-volt above ground crane collector system to a 13,000-volt cable reel system, including upgrading the incoming electrical transformers and switch gear capacity to meet increased power demand for cranes and reefers.

The channel deepening required reinforcing of the wharf, which included the installation of a combination king pile-sheet pile cut off wall to retain the existing riprap below the structure. In addition, new steel pipe piles were installed through the existing timber structure to support new high capacity crane rail beams.

Halcrow provided the underwater inspection, wharf evaluation, conceptual design, and cost estimating for selection of the ultimate design, and then prepared the detailed design for the wharf deepening and strengthening, including all structural, civil, geotechnical, electrical, and mechanical engineering services. The work will be completed in phases while working around on-going container terminal operations. On-going construction management is also being provided by Halcrow



Project Description

Sheepshead Bay is a marina in a residential area of Brooklyn, New York. The original bulkheads on the south side of the bay were constructed in the 1930's. The west and north bulkheads were constructed in the 1980's. In 2005, a section of south bulkhead, adjacent to a pedestrian footbridge, collapsed, and an emergency repair was carried out to stabilize the bulkhead and footbridge. Due to the concern regarding the condition of other sections of bulkhead and their potential for collapse, all the bulkheads were inspected and Halcrow was retained to design repairs/upgrade in order to mitigate the potential for future damage.

Halcrow's services included:

- » An above water and underwater evaluation of the existing bulkhead structures
- » A hydrographic survey of the bay
- » Specification and supervision of a geotechnical investigation
- » Detailed design of repairs/replacements of the bulkhead to ensure the continued functioning
- » Supervision of the construction

Client Contact

New York City Economic
Development Corporation
110 William Street
New York, NY 10038

Mr. Daniel Zarrilli
(212) 312-3774

Start/Completion Dates
2006 - 2009

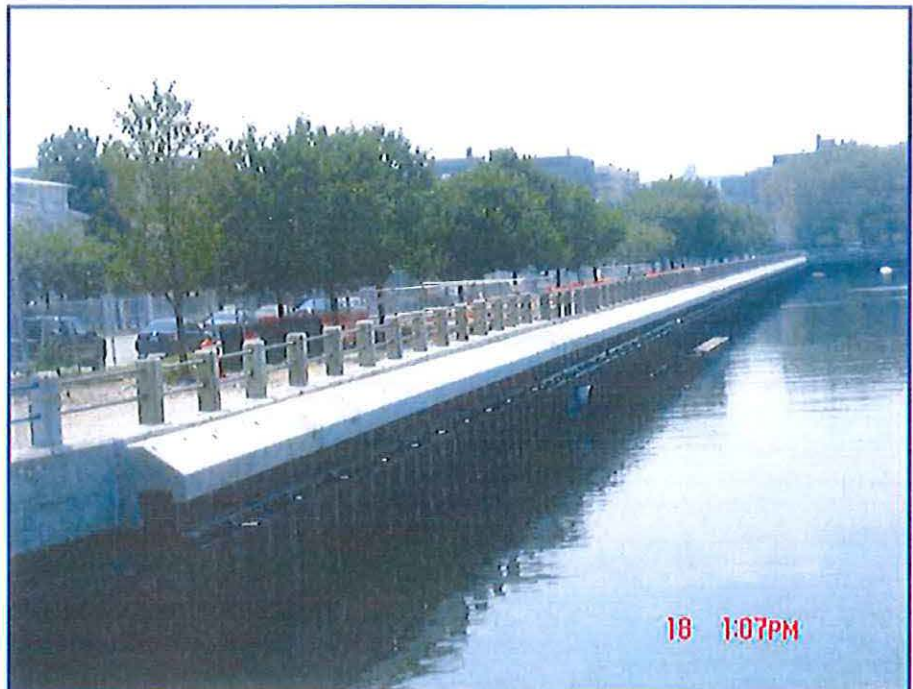
Constructed Value
USD 13 million

Halcrow Team

Project Manager: Al Waller,
PE
Latitude Protection: Patrick
Daniell, PE
Geotechnical Engineer: Matt
Rees
Resident Engineer: Louis
Kaminski

Other Firms Involved
None

The design consisted mostly of replacing most of the southern bulkhead with a new sheet pile wall driven immediately in front of the existing wall. In the area where the wall was in the worst state of repair, there was concern that driving the new wall could cause the existing bulkhead adjacent to it to collapse. This issue was overcome by installing temporary anchors and wales to stabilize the existing wall prior to installation of the new wall. Cantilever and anchored wall designs were evaluated and the most economical solution was developed for each zone.





Project Description

This project at the Norfolk Naval Shipyard is a design/build scheme, which was put out to bid in spring 2007. The scope of work is as follows:

- » Structural upgrade of over 1,000 ft of wharf constituting Berth 3 and part of Berth 4 at Wet Slip 1. The upgrade is to provide a continuous, low maintenance, solid-face berth. It is also to provide additional live load capacity on the areas behind the berths.
- » Replacement of the mooring fittings so that they are compatible with the required service.
- » Replacement and/or upgrade of the berth utilities where they require upgrading to current standards, or where the structural work necessitates relocation of the existing utilities.
- » Improvement of the pavement and parking facilities along the berths

Client Contact

US Navy
 Naval Facilities Engineering
 Command, Atlantic Division

Mr. Douglas Taylor
 (757) 396-8182

Start/Completion Dates

2007 - On-going

Constructed Value

USD 22 million

Halcrow Team

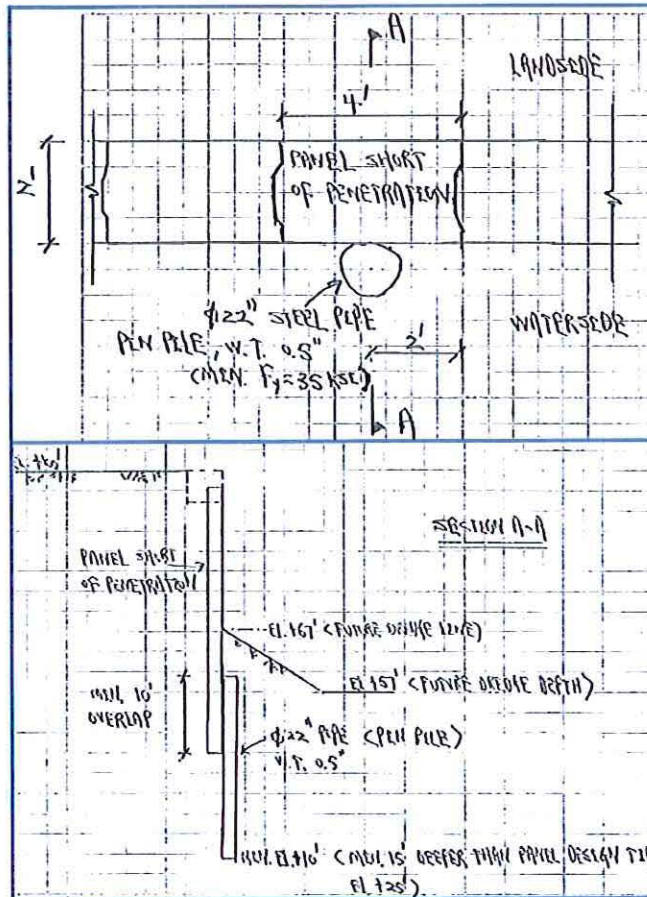
Project Director: Al Waller,
 PE
 Project Manager: Beth
 Robertson
 Geotechnical Engineer: Sam
 Nauss, PE
 Structural Engineer:
 Domenica Stasiak
 Electrical Engineer: Patrick
 Daniell, PE

Other Firms Involved

Prime: Skanska

Halcrow was asked by Skanska to provide a tender design for their bid to the US Navy for this work. Skanska's bid, based on Halcrow's design, was subsequently accepted. Halcrow was then retained as part of Skanska's design/build team to produce the detailed design and provide construction support.

During installation of a sheet pile bulkhead, obstructions were encountered and the sheeting could not achieve the required penetration. A pin pile support system was designed and installed to provide sufficient lateral stability at the toe of the sheeting.





*a technically
challenging project
with complex
ground conditions
and many changes*

Client Contact

Karachi International
Container Terminal

Start/Completion Dates

2006 - 2009

Constructed Value

USD 17 million

Project Fee

USD 0.5 million

Halcrow Team

Bill Paparis, Project Director

Quentin Holland, Project
Manager

Songtao Yang, Project
Engineer

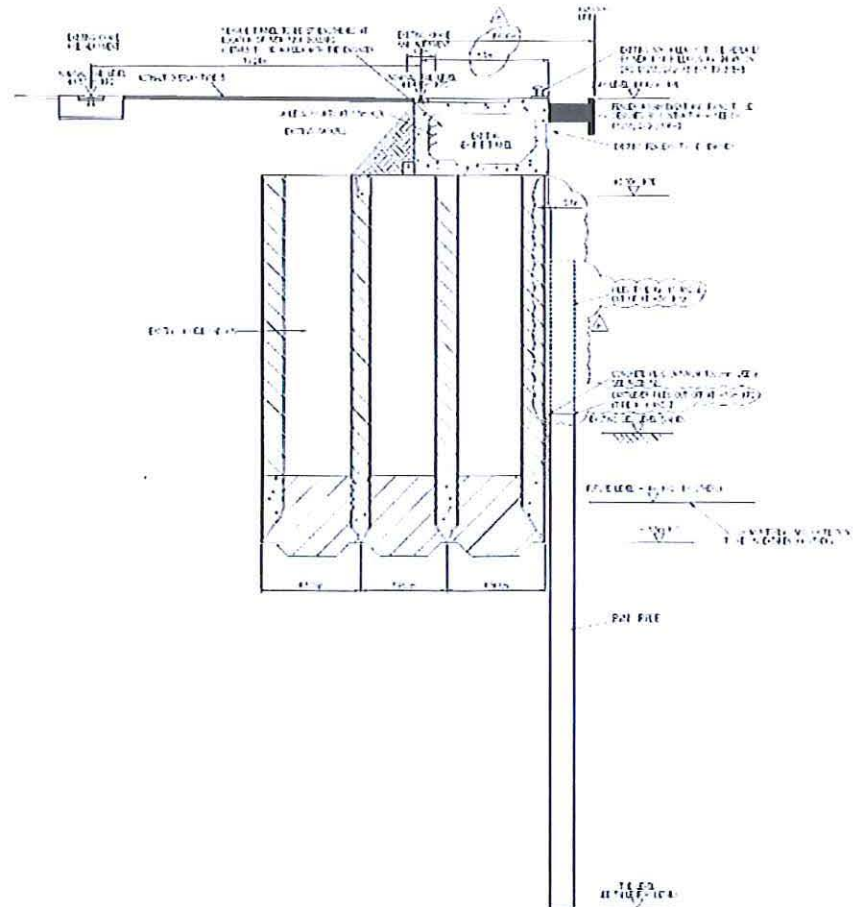
Other Firms Involved

None

Project Description

Halcrow was retained by Karachi International Container Terminal (KICT), part of the Hutchison Port Holdings Group to review and check the design of a pin-pile-supported caisson throughout the design and construction of the deepening of Berths 26-30. Halcrow provided invaluable engineering support throughout a technically challenging project with complex ground conditions and many changes outside our control.

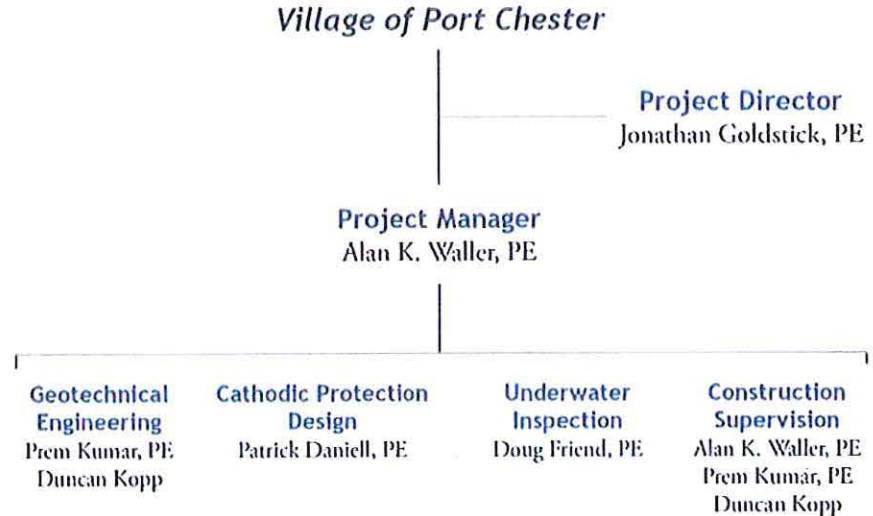
The works included the refurbishment of 963m of quay wall to a new depth of 14m below Karachi Port Datum (KPD), construction of front and rear crane rail beams for new post-Panamax quay cranes, heavy duty pavement and associated quay furniture and utilities. Halcrow also prepared a detailed as-built computer model of the quay structure following difficulties during construction in driving the piles to tip elevation to check for stability during static and earthquake loading. During construction, the Contractor failed to drive some of the pin piles to their designed tip elevations. Halcrow was requested to evaluate the caisson stability based on the tip elevations of the as-driven pin piles. The newly deepened berths are now operational and functioning well.



PROJECT PERSONNEL

Halcrow has assembled a highly qualified team to carry out the tasks within the project working out of our New York office for all tasks assigned. Our team of engineers, engineer-divers, and construction managers offers broad infrastructure inspection, assessment, rehabilitation, design, permitting and construction administration and oversight experience, plus knowledge and familiarity with local conditions. The team was assembled to provide the Village with the services as outlined in the RFP, and also to respond in a timely manner for unforeseen emergencies.

Halcrow has assembled a team of experts in the fields of inspection, repair and rehabilitation of marine structures, cathodic protection, and construction administration/ inspection. An organization chart of the Halcrow team listing their responsibilities is provided below, and full resumes can be found on the following pages.



Specialization
Ocean engineering

Registration
PE: NY, #062097 (1985)

Year Joined
1995

Years with other Firms
15

Education
BSc, 1980, Ocean
Engineering, Massachusetts
Institute of Technology
1976-1978, Ocean
Engineering studies, U.S.
Coast Guard Academy (No
Degree)

Professional Affiliations
American Society of Civil
Engineers
Society of Military Engineers
Society of Naval Architects
and Marine Engineers

Publications
*"Developing the Mina Raysut
Container Terminal"* Society of
Naval Architects and Marine
Engineers (SNAME) 1997
Transportation Operations,
Management and Economics
Symposium, Secaucus, NJ,
May 1997
*"69th Street Pier Composite Pier
Design in Brooklyn, NY"*.
American Society of Civil
Engineers (ASCE) Ports '98,
Long Beach, CA, March 1998
*"Pier 79 West Midtown Ferry
Terminal Development, NY,
NY"*. American Society of
Civil Engineers (ASCE) Ports
'01, Norfolk, VA, May 2001

Key Qualifications

Mr. Goldstick has 30 years of domestic and international experience in waterfront engineering and project management. He has been involved in the design, analysis, construction, rehabilitation, and installation of a wide variety of waterfront structures worldwide. His experience with NAVFAC began in 1989 when he was Deputy Project Manager for the modernization of Drydock No. 2 at Portsmouth Naval Shipyard in Kittery Maine. He has since been Project Manager for IQCs with NFESC ECDET for waterfront projects nationwide including Mayport; PAX River; NASNI and Point Loma, San Diego; and Pearl Harbor.

Relevant Experience

Roberto Clemente State Park Bulkhead/Shoreline Evaluation and Design, The RBA Group, Bronx, NY

Principal-in-charge responsible for the evaluation and rehabilitation design of the existing bulkhead and shoreline. The scope of the waterfront work included an above and underwater inspection of 2,095 lin ft of steel bulkhead, approximately 275 lin ft south of the bulkhead, and approximately 2,000 lin ft to the north of the bulkhead. The inspection included all structural elements of the bulkhead from the deck level to the mud line, a hydrographic survey of the Harlem River along the park, and a "swim by" inspection of the waterfront. Halcrow is currently being awarded a follow-on contract to design the upgrade of the waterfront. \$11 M, On-going

North Shore Esplanade, New York City Economic Development Corporation (NYCEDC) Staten Island, NY

Principal-in-charge for the entire scope of work including, site investigations, development and supervision of a geotechnical boring program to establish design parameters for new waterfront structures for a shoreline bicycle plan for the NYCEDC. He also oversaw preparation of concept design alternatives for stabilizing or reconstructing the shoreline using various solutions such as steel sheet pile bulkheads and engineered stone revetments. \$2.6 M 2007

On-Call Waterfront Condition Surveys, Port Authority of New York & New Jersey (PANYNJ), NY & NJ

Principal-in-charge for provision of "on-call" engineering services for condition surveys of waterfront facilities for the PANYNJ. Mr. Goldstick has overseen the regular maintenance work and emergency response inspections for waterfront facilities of various types and constructions. Typically, these projects entail 100 percent visual inspection of all structural elements and 10 percent detailed inspection of select elements. Detailed inspections include cleaning of the structural elements, ultrasonic thickness measurement of steel, sounding of concrete, and evaluation of timber elements with regard to the presence of marine borers. \$1 M/year (fcc), 2007

Long Dock Mixed-Use Waterfront Development, Beacon, NY

Principal-in-charge, responsible for overseeing the creation of the waterfront conceptual design and permitting for a 25-acre former industrial property along the Beacon waterfront. The project will contain 16 acres of riverfront parkland. Construction was scheduled in two phases, and started in summer 2006. Waterfront elements include a public plaza, replacement bulkheads, and new beach and riprap shoreline. \$4 M, 2006

Publications (cont'd)

"Irvington, NY Bronxfield Waterfront Remediation".

American Society of Civil Engineers (ASCE) Ports '01, Norfolk, VA, May 2001

"Fixed Wave Screen Design".

American Society of Civil Engineers (ASCE) Ports '04, Houston, TX, May 2004

Glen Cove Ferry Terminal, Hempstead Harbor, Long Island Sound, NY

Principal-in-charge for the project including a ferry terminal building, new marine waterfront structures and esplanade, a parking area, associated infrastructure appurtenances, and access improvements along local roads. The project was developed by the City of Glen Cove in cooperation with the New York State Department of State. Mr. Goldstick oversaw the preparation of construction documents and construction phase services for all of the waterfront aspects of the terminal. Halcrow provided all waterfront services as part of a multidisciplinary team. Project fee \$8 M, 2005

Schaefer Brewery Waterfront Esplanade, New York City Economic Development Corporation (NYCEDC), Brooklyn, NY

Principal-in-charge of design services for the reconstruction of the waterfront and all public areas at the site of the former F & M Schaefer Brewing Company for the NYCEDC. When completed, the site will comprise of two residential towers and a public esplanade connected to the street by a 315-ft long promenade, as well as trees and shrubs, an irrigation system, area lighting, public seating, various walkways, grading, and drainage to the City system. Mr. Goldstick supervised the inspection of the 330-ft long waterfront, an extensive site investigation program, replacement of the steel sheeting and demolition and replacement of the 30 ft wide platforms for Halcrow. \$5.4 M, 2005

Scenic Waterfront Park, Village of Irvington, Irvington, NY

Project manager for waterfront engineering services associated with the park development along the Hudson River. The waterfront area consisted of 1,700 lin ft of various types of severely deteriorated construction. On the southern end, the bulkhead was a timber crib wall that abutted a steel sheet pile bulkhead section, which extended in front of a concrete platform that supported the reclaimed land on which the park was to be located. Halcrow's work include a detailed above and underwater inspection of the shoreline and presentation of various design alternatives. Subsequently Halcrow prepared the detailed design and contract documents, assisted in the bidding and construction contract award process, and provided periodic inspection and other construction period services. 2003 - 2005

Boat Basin, US Coast Guard, Atlantic City, NJ

As project director, Mr. Goldstick directed the replacement of north and east bulkheads and groin at the boat basin for the US Coast Guard Station. Mr. Goldstick supervised the design of soil anchored bulkheads, a breakwater groin, and dredging of the boat basin. \$1.5 M, 2004

Waterfront Rehabilitation of Fire Department Berths, Brooklyn Navy Yard Development Corporation, Brooklyn, NY

Project manager who supervised the provision of services for the rehabilitation of the New York City Fire Department Berths at the Brooklyn Navy Yard. The project consisted of underwater condition assessments, development of rehabilitation alternatives, and detailed design drawings. The work included two major repair types. The first was the repair and protection of 235 lin. ft of timber relieving platform using timber pile wraps and concrete encasements of the timber underdeck and exterior piles. The second repair consisted of demolishing 800 lin. ft of timber relieving platform and replacing it with a steel sheet pile bulkhead. Topside mooring fittings, mechanical and electrical services, were demolished and reconstructed. A floating dock and a fueling station were relocated and reinstalled as part of the phased construction. \$4.5 M, 2003

Specialization

Structural engineering, project management

Registration/Certifications

PE: NY #064985-1 (1988); CT # 67188 (1988)

Year Joined Halcrow

1997

Years with other Firms

18

Education

BS, 1979, Civil Engineering, Manhattan College

Professional Affiliations

American Society of Civil Engineers, Member

Publications

None

Awards

American Council of Engineering Companies, NY, Project Excellence Awards

Diamond, Intrepid Pier 86

Diamond, Pier 79 Midtown Ferry Terminal

Gold, Hudson River Park Piers & Esplanade

Gold, Staten Island Yankees Ballpark Esplanade

Key Qualifications

Alan Waller is an expert professional engineer with more than 31 years domestic and international experience in the areas of project and construction management, engineering design, and field supervision specializing in waterfront and land based projects. His experience includes new and retrofit construction of piers, bulkheads, petrochemical plants, fossil and nuclear power plants. Specific areas of expertise include the analysis and design of marine structures, value engineering, design project supervision, construction planning, and construction management.

Alan is the recipient of numerous awards from the American Council of Engineering Companies, New York including the Diamond award for design of the ferry landing and enclosed pedestrian ramps for the Pier 79 West Midtown Ferry on the Hudson River; Diamond award for the Reconstruction of Pier 86 on the Hudson River which required the replacement of the entire pier where the Sea Air and Space Museum's Aircraft Carrier "Intrepid" is berthed. He has also been awarded the Gold award for the Hudson River Park Piers & Esplanade and the Staten Island Yankees Esplanade projects.

Currently, Alan is project manager for the Glen Cove Ferry Terminal Design, project director for the Norfolk Shipyard Berth Rehabilitation, as well as project manager for On-Call Services contract providing waterfront engineering services to the New York City Economic Development Corporation.

Relevant Experience**Failing Vinyl Sheet Pile Bulkhead Analysis and Monitoring, Village of Port Chester, NY**

Project manager for inspection, analysis and monitoring of a Phase III vinyl sheet pile bulkhead. Halcrow performed an in depth review of the original design calculations and discovered the design was flawed. Furthermore, a close visual inspection of the bulkhead revealed poor construction methods with multiple flaws. Halcrow recommended that a base survey be made of the entire Phase II bulkhead, and monthly surveys be performed to allow continued use of the bulkhead until such time it would need to be closed to the public. 2006 - On-going

Intermodal Ferry Terminal Design, Hempstead Harbor, City of Glen Cove & State of New York, Long Island, NY

Project manager for the construction of a new terminal, accommodating two ferries and many recreational boats, and is designed to act as a transportation center. Responsibilities include building a ferry terminal building, new marine waterfront structures and esplanade, a parking area, associated infrastructure appurtenances, as well as access improvements along local roads. The project is being developed by the City of Glen Cove in cooperation with the New York State Department of State. Construction documents are being prepared and all construction phase services and waterfront aspects of the terminal will be provided. \$16M, Anticipated completion 2012

Berth Rehabilitation, Norfolk Shipyard, Portsmouth, VA

Project director for the design build rehabilitation of Berths 3 & 4 at the Norfolk Naval Shipyard, Portsmouth, VA for the US Navy. Responsibilities include the rebuilding of approximately 1 K lf of wet slip 1, and associated shore-tie utilities. The structural design consists of a new bulkhead constructed outboard of the existing berths. The format of the bulkhead is slightly unconventional. The

majority of the structure consists of a 12 ft thick concrete gravity wall founded on alternate plumb and batter steel pipe piles as well as a concrete sheet pile wall with light weight backfill. Close design coordination with the marine contractor, Skanska, during design and construction is an essential part of this project. \$22 M, 2010

Brooklyn Navy Yard Waterfront Rehabilitation of Berths 1A, 8, 8A, 8B, 9, 9A, 10, 10A, Pier D, Dry Dock 3 Pump Well and Small Boat Basin, Brooklyn, NY

Project manager for the design of a comprehensive rehabilitation plan for the installation of a new steel sheet pile bulkhead at Berth 1A, and the replacement of the existing cover at the Dry Dock 3 Pump Well with a new high-capacity structural concrete cover, at the Brooklyn Navy Yard. An underwater condition assessment of the facility was performed, several geotechnical subsurface investigations were conducted, and rehabilitation alternatives were developed in 2008 and 2009. Contract drawings, technical specifications, and construction cost estimates are being prepared for all the rehabilitation work. During construction, field oversight and construction management services will be provided. Design fee \$1,734,000, Construction cost \$22 million. 2008 - On-going

Stage 2, Queens West Waterfront Development, New York, NY

Project manager for the bulkhead preparation of the engineering design for replacement of approximately 1,900 lf of the East River bulkhead. The project extends from 47th Road to 5th Street and the Anable Basin. The previous shoreline consists of various structures including relieving platforms, timber cribs, and riprap slopes. The new waterfront included a wetlands area, high level platforms, and new tied back steel sheeting outboard of the timber crib structures. Responsibilities included performing condition surveys, bathymetry, permitting, and detail design. \$12 M, 2008

Long Dock Conceptual Design & Permitting, Beacon Waterfront, New York, NY

Project manager for design and permitting for a mixed-use waterfront development on 25 acres of former industrial property along the Beacon waterfront containing 16 acres of riverfront parkland. Waterfront elements included a public plaza, replacement bulkheads, and new beach and riprap shoreline. Project valued at \$4M, Project placed on hold in 2008.

F & M Schaefer Brewing Waterfront & Public Area Reconstruction, New York City Economic Development Corporation (NYCEDC), Brooklyn, NY

Construction manager and project manager design services for the reconstruction of the waterfront and all public areas at the site of the former F & M Schaefer Brewing Company. The site is composed of two residential towers and a public esplanade connected to the street by a 315 ft long promenade, as well as trees and shrubs, an irrigation system, area lighting, public seating, various walkways, grading, and drainage to the City system. Work includes inspection of the 330 ft long waterfront, an extensive site investigation program, and replacing the steel sheeting as well as demolition and replacement of the 30 ft wide platforms. Additional responsibilities included filing of all waterfront permits, including the layout and details for a water taxi landing float and gangway system. \$5M, 2005

Specialization
Geotechnical engineering

Registration/Certifications
PE: NY # 073590 (1996)

Year Joined Halcrow
2008

Years with other Firms
20

Education
MS, Civil Engineering,
University of New Hampshire,
Durham, New Hampshire
B.Tech, Civil Engineering,
Indian Institute of Technology,
Madras, India

Professional Affiliations
None

Publications
None

Key Qualifications

Prem Kumar has more than twenty-two years of experience geotechnical engineering.

As a geotechnical design engineer, his experience includes preparing subsurface investigation plans, selecting lab test specimens and preparing design soil parameters. Prem also has experience with geotechnical analysis for slope stability, settlement, seepage and liquefaction; selection of suitable foundation systems; design of shallow and deep foundations (onshore and offshore); wave equation analysis of piles, review of load test results and issuing installation criteria for driven piles and drilled shafts; design of retaining walls and sheet-pile bulkhead systems; preparing contract specifications and drawings; preparing comprehensive geotechnical and foundation design reports and reviews; and review of shop drawings.

As a geotechnical field engineer/resident engineer, Prem has experience with coordinating and supervising subsurface investigations and monitoring of excavations and shoring systems, earthwork backfill and compaction, vibration and settlement, dewatering, pile installation, and selection of piles for load testing. He also is experienced with engineering supervision of drilled shaft installations/O-cell load testing/CSL testing, Construction oversight, managing inspection staff particularly in foundation construction and earthwork.

Prem's other specific experience includes forensic geotechnical investigations and analysis, investigating differing-site-condition claims, cost estimation, inspection of bridges and retaining walls; reviewing submittals, processing RFI's, managing budget and schedule, conducting site meetings, processing contract payments and change order requests, writing meeting minutes and progress reports.

Relevant Experience

Haifa New Marine Container Terminal, Israel Ports Authority, Israel
Senior geotechnical engineer responsible for the evaluating several wharf options such as pile supported high-level platform, relieving platform, caisson, anchored bulkhead etc. Also was the lead in carrying out slope stability analyses of breakwaters for static and seismic loadings and, settlement analysis of breakwater structures and reclamation fills. Construction value \$165 M, Project fee \$11 M, 2009 - On-going.

Brooklyn Navy Yard, Brooklyn, NY
Responsible for the planning and supervision of the subsurface investigations, geotechnical lab testing, and design of the sheet pile bulkhead and piles for Berth 8 reconstruction whereby the existing relieving platform pier will be replaced. Construction value \$15 M, Project fee \$1.2 M, 2010 - On-going.

Ras Laffan Port Expansion Project, Qatar Petroleum, Qatar
Part of the design team responsible for the geotechnical aspects of marine works for the project. Lead the team effort in the preparation of project specifications for marine borehole investigations, reclamation works, surcharging of fills and quay walls, geotextile fabric etc. Carried out slope stability analyses, liquefaction analyses, and settlement calculations. Designed rock socketed bored-in piles to support structures at liquid products berthing facilities. Reviewed computations on quay wall design for various load combinations. Prepared and reviewed drawings

pertaining to the above work. Construction value \$300 M, Project fee \$15 M, 2008 - 2010.

Puerto Cortes Container Terminal, Honduras

As part of Halcrow's proposal, carried out the preliminary design of pile supported wharf deck for static and seismic conditions and cut-off wall design. Reviewed liquefaction potential of soils at the project location and identified ground improvement options. Slope stability analyses were performed for static and seismic loading conditions. Construction value N/A, Proposal fee \$60 K, 2009.

Lazaro Cardenas Container Terminal, Mexico

As part of Halcrow's proposal, carried out the preliminary design of anchored bulkhead for static and seismic conditions and cut-off wall design. Evaluated liquefaction potential of soils at the project location and identified ground improvement options. Construction value N/A, Proposal fee 180 K, 2009.

Freeport Container Terminal (Phase V), Bahamas

Reviewed geophysical and geotechnical reports available for the project which involves the construction of an automated container handling terminal; carried out the design of shallow and deep foundations (bored-in piles) to support the crane structures taking into account the challenges presented by numerous cavities in the limestone formation at the project site. Construction value \$250 M, 2009.

Prior to joining Halcrow, Prem's experience includes:

K366, New York School Construction Authority, Brooklyn, NY

Design engineer responsible for evaluating subsurface conditions and the design of pile foundations for the new school building. Resident engineer responsible for the planning and field monitoring of indicator pile load test program, PDA testing and the subsequent overall supervision of pile installation work for approval. 2007 - 2008

C-9 Impoundment Levees and Canals, South Florida Water Management District, FL

Geotechnical engineer responsible for analyzing the geotechnical aspects of levees, canals and water control structures; cost engineering; FEM based analyses of slope stability and seepage calculations. 2006 - 2007

Preparation of Geotechnical & Foundation Design Report, NY Parks & Recreations Department Reconstruction of East River Park Relieving Platform and Bulkheads, New York, NY

Design of foundations and bulkhead structures; construction support services.

Replacement Bulkhead for Varick II Phase 2a, Brooklyn Bulkhead Design, Waste Management Inc., New York, NY

Performed design of a cantilever sheet pile bulkhead.

Specialization

Marine electrical/corrosion engineering

Registration/Certifications

PE: CA #E 15085 (2000); CT #PEN 18050 (1996); FL #52960 (1998)

Year Joined Halcrow

1995

Years with other Firms

9

Education

BS, 1991, Electrical Engineering, University of New Haven

Professional Affiliations

National Association of Corrosion Engineers

Publications

None

Key Qualifications

Patrick Daniell is a licensed professional engineer with more than 20 years of diversified electrical engineering experience in power and lighting distribution design for industrial facilities including marine, industrial, commercial, and residential projects. He is extensively involved in the design and testing of cathodic protection and grounding systems. Patrick is proficient with engineering design software including programs for data calculation and analysis, lighting systems, power distribution, and drawing design.

Relevant Experience

Ferry Terminal Renovation, Jersey City, NJ

Chief electrical engineer for the design of sacrificial anode cathodic protection system for the steel pipe piles used for the slips at the Liberty State Park Ferry Terminal for New Jersey Department of Treasury. Liberty State Park is listed on the State and National Register of Historic Sites, a design sensitive to the historical nature of the site and that met the requirements for the rehabilitation of historic sites was required. 2009

Roatan Cruise Terminal, Carnival Cruise Lines, Roatan, Honduras

Lead electrical engineer, for the design of power distribution, lighting and a sacrificial anode cathodic protection system for the new Carnival Cruise Lines cruise facility in Roatan, Honduras. The marine berth includes two off-shore pier structures 145m and 165m long, connected by two approach bridges 69m and 44m long. The piers are supported by steel pipe piles. The two berth port-of-call facility has the capacity to handle some of the largest cruise ships afloat and is designed to be Carnival's most important terminal in the Caribbean. \$25 M, On-going

Steel Sheet Pile Bulkhead Cathodic Protection Evaluation, Village of Port Chester, NY

Lead electrical engineer for an in-depth assessment of the condition of the existing steel sheet pile bulkhead along the Byram River situated in the Village of Port Chester, NY. Halcrow performed an above and underwater inspection of the structure, as well as salinity samples at winter and spring tidal flows. Halcrow submitted an in depth inspection report which included recommendations for the installation of an Impressed Current Cathodic Protection System (ICCP) to protect the submerged portions of the existing steel sheet pile bulkhead structure from future corrosion, and therefore extend its useful service life. A conceptual construction cost estimate for the installation of the ICCP system was also provided. 2006 - 2007

ExxonMobil Golden Pass LNG Import Terminal, Houston, TX

Lead electrical engineer for the design of sacrificial anode cathodic protection system for the marine structures including two jetties (unloading platform, breasting and mooring dolphins, road and pipeway trestles to shore) for the new generation of QMax gas carriers, tug berths and associated facilities. \$50 M, 2007

Global Container Terminal Extension, Bayonne/Jersey City, NJ

Lead electrical engineer for the 900-ft extension to Global's Container Terminal. Design included sacrificial anode cathodic protection system for an intricate 190 ft long by 30 ft deep steel truss that was designed to span over an existing storm water sewer outfall pipe and support the waterside crane rail. High mast lighting and provisions for crane power were also included in the design. 2007

Sheepshead Bay Bulkhead Rehabilitation, New York, NY

Lead electrical engineer for the design which involved the replacement of most of the southern bulkhead with a new sheet pile wall driven immediately in front of the existing wall, and included design drawings, specifications and cost estimate of a cathodic protection system using sacrificial anodes. \$60 M, 2007

Dames Point Container Terminal, JAXPORT, Jacksonville, FL

Lead electrical engineer responsible for the design of sacrificial anode cathodic protection system for the bulkhead sheet piles of a new \$220 million container terminal for Jacksonville Port Authority (Jaxport), one of the largest container facilities on the U.S. east coast. The Jacksonville Port Authority (Jaxport) appointed Halcrow to develop the new Dames Point container terminal that will make Jaxport one of the largest container facilities on the U.S. east coast. Halcrow has been the lead consultant on this major project from conception, and has worked with Jaxport to plan, permit and design the terminal. The original concept was to dredge the material to inaccessible spoil sites, but Halcrow pioneered a concept to use the dredge material to raise the container terminal site, saving the port about \$15,000,000 in the cost of imported fill, as well as also providing them with excess quality fill material which has been sold to further reduce the cost of the project. Halcrow was able to permit the entire facility within 12 months of conception. \$180 M, 2005

Port Elizabeth Container Terminal Upgrade, Elizabeth, NJ

Electrical engineer for the planning, design and assistance during construction of electrical systems for marine facilities to upgrade a very large seven berth container terminal for Maersk-Sealand at Port Elizabeth. The existing electrical system was upgraded and expanded to twice its former size to accommodate a total of 18 modern container cranes which are amongst the largest manufactured. The final build out and crane installation will take place over a period of many years but the expansion of the electrical facilities was planned and designed during the this project's work. The substation design is to accommodate a total of 40 MVA of power with 30 MVA installed as of this date and a new underground power distribution system installed for the full final build out. The work also includes cathodic protection systems for approximately 6000 feet of new wharfage. 2004

Sludge Container Terminal, Brooklyn, NY

Electrical engineer for the design of a sacrificial anode cathodic protection system for a major sewage treatment plant in Red Hook. 2003

Public Access Waterfront Development, Yonkers, NY

Electrical engineer for the design of an impressed current cathodic protection system for seaside park structures that include a sheet pile bulkhead for a boardwalk and steel pipe piles that support a music stage platform. 2002

Piers 1 & 2 Replacement, New York Department of Environmental Protection Bureau of Wastewater Treatment, Tallman Island, NY

Lead electrical engineer for the replacement of Piers 1 and 2 for the Department of Environmental Protection Bureau of Wastewater Treatment. This project consisted of demolition and replacement of two interconnected piers. The utilities on the piers had to be maintained by re-routing the utilities on a temporary pipe bridge during construction. The work included drawings, specifications for power, lighting, and cathodic protection. 2001

Specialization

Engineer-diver

Registration/Certifications

PE: MA #43334 (2002)

Santa Barbara City College,
Commercial Diving Instruction
(2000)Professional Association of
Diving Instructors, Open Water
Diver (1998)Scuba Schools International,
Stress and Rescue Diver (2004)Eastern Mountain Sports,
Specialized Climbing and
Rappelling Training (1999)**Year Joined Halcrow**

1997

Years with other Firms

1

EducationMS, 2005, Civil Engineering,
Columbia UniversityBS, 1994, Civil Engineering,
Manhattan College**Professional Affiliations**American Society of Civil
Engineers**Publications**

None

Key Qualifications

Douglas Friend has more than 13 years of experience in inspection, evaluation, analysis and construction supervision of marine and waterfront facilities. His project experience includes piers, offshore platforms, bulkheads, wharves, bridges, dams, and marine terminals. Doug's specific areas of competence are condition structural evaluation, construction supervision and inspection, rehabilitation design, and analysis of marine structures.

Doug served as resident engineer on major marine construction projects and is currently serving as project manager for various underwater inspection projects and for the US Army Corps of Engineers "on-call" contract.

Relevant Experience**Bulkhead Replacement, South Brooklyn Marine Terminal, New York City Economic Development Corporation (NYCEDC), Brooklyn, NY**

Project manager for the resident engineer site supervision services for the bulkhead replacement at the 39th Street Pier at the South Brooklyn Marine Terminal on the Gowanus Bay. Halcrow's services include review and approval of all contractor submittals, administration of all contract related matters including change order review and evaluation and payment applications, and inspection of work performed on-site. The project includes replacement of approximately 2000 LF and concrete apron. Total Contract Value for the project is \$15M. 2009-2010

Waterfront Structures Evaluation, 13 Assets, New York City Office of Management and Budget's (NYCOMB) Asset Management System, New York, NY

Project manager and team leader for the evaluation of waterfront structures throughout the five boroughs of the City of New York, New York as part of the NYCOMB Asset Management System. To date Halcrow has performed work under 13 project task orders. The projects have involved the evaluation of more than 300 assets along the shorelines of Manhattan, Brooklyn, Queens, Staten Island and the Bronx. Work involved rapid above water inspection, capture of date in NYCOMB database, and approval of developed cost reports. The work was performed for Gannett Fleming on behalf of the NYCOMB. 2006-2010

Pier & Bulkhead Inspection, South Brooklyn Marine Terminal, New York City Economic Development Corporation (NYCEDC), Brooklyn, NY

Project engineer for the underwater and above water inspection of the 39th Street Pier and Bulkhead at 31st to 33rd Streets at the South Brooklyn Marine Terminal on the Gowanus Bay. The inspection included approximately 3100 LF of steel sheet pile bulkhead, 324 LF of timber pile supported relieving platform, 215 LF of concrete and granite block seawall, and approximately 820,000 SF of concrete floor and apron slabs. A comprehensive report on the above water and underwater inspections was provided, this included observed conditions, structural condition assessments, recommendations for priority and maintenance repair programs, and cost estimates for repairs for the structures. 2006

Waterfront Rehabilitation, Battery Waterfront, US Coast Guard (USCG), New York, NY

Project manager for the evaluation and conceptual design for waterfront improvements at the USCG Battery Building. The project involved the development of conceptual designs and cost estimates for seven alternatives for

expansion of operations at the facility. Proposed structures include a new steel sheet pile bulkhead, a steel and timber wave screen, new aluminum and concrete floating docks to service USCG Utility Boats, and berthing facilities for USCG Patrol Boats and Medium Endurance Cutters. Additionally, a review of potential permitting issues and a preliminary wave climate study were performed. 2005

Inspection of ANT Saugerties Facility, US Coast Guard (USCG), Saugerties, NY

Project manager for the underwater and above water inspection of the USCG ANT Saugerties facility, including inspection of approximately 200 LF of rip-rap revetment, 140 LF of timber and concrete crib retaining structure, 200 LF of timber pile retaining wall, and two steel pipe pile supported concrete wharves. 2005

Inspections US Coast Guard Station New York Facility, US Coast Guard-Civil Engineering Unit (USCG CEU), New York, NY

Project engineer for the underwater and above water inspection of the USCG Station New York facility. The inspection included approximately 500 LF of granite block seawall, 600 LF of steel pipe pile supported timber wave screen, and an existing concrete pile supported pier. A comprehensive report on the above water and underwater inspections was provided, this included observed conditions, structural condition assessments, repair recommendations, and cost estimates for repairs for each structure inspected. 2005

New Bulkhead Marine Structure, Expeditors - JFK, Jamaica Bay, New York, NY

Project manager for the construction inspection and support services for the installation of a new bulkhead structure in Inwood, New York on Jamaica Bay. The work is being performed for Expeditors – JFK. 2005

Inspection of Battery Building Waterfront Facility, US Coast Guard-Civil Engineering Unit (USCG CEU), Providence, RI

Project engineer for the underwater and above water inspection of the USCG Battery Building Waterfront Facilities. The inspection included approximately 600 LF of steel and granite bulkhead structures and three existing piers at the facility. A comprehensive report on the above water and underwater inspections was provided, this included observed conditions, structural condition assessments, repair recommendations, and cost estimates for repairs for each structure inspected. 2004

Berth 14 Upgrade for Gantry Cranes, Construction Management Services, Port of Balboa, Balboa, Panama

Resident engineer for the on-site, fulltime construction management services for the Berth 14 Upgrade for Gantry Cranes. The ports strategic location at the Pacific entrance of the Panama Canal makes it an ideal transshipment terminal for container operations. The project was part of the Phase 3 expansion of the port and involved the rehabilitation and upgrade of an existing concrete caisson supported wharf to allow for the operation of new gantry cranes. The work included extensive demolition of the existing reinforced concrete structure, the installation of new prestressed concrete elements, a new steel sheet pile retaining wall, and dredging works to allow for large feeder vessels to be serviced at the pier. Regular underwater construction inspection services were also performed. In addition, the construction of a new concrete pile supported electrical substation was included in the project. 2004

Specialization

Geotechnical engineering;
Waterfront structures

Registration/Certifications

Engineer-In-Training:
MA #21952

OSHA 10 Hour Certification
Certified SCUBA Diver, Scuba
Schools International (SSI)

Year Joined Halcrow

2008

Years with other Firms

1

Education

M.Eng., 2010, Civil
Engineering, focus in
Geotechnical Engineering and
Offshore Structures,
Massachusetts Institute of
Technology, Cambridge MA
B.S., February 2008, Cum
Laude, Civil Engineering,
minor in Engineering
Management, Tufts University,
Medford, MA

Professional Affiliations

American Society of Civil
Engineers

Publications

*Foundations for an Offshore Wind
Turbine* Massachusetts Institute
of Technology, Cambridge, MA
May 2010

Key Qualifications

Duncan Kopp has more than three years of experience in marine related projects involving geotechnical design, geotechnical investigations, structural design, structural inspection and rehabilitation, and construction inspection/management. He also has experience in the structural and geotechnical design and construction management of bridges.

Relevant Experience

Emergency Bulkhead Rehabilitation Permit, Village of Port Chester, NY

Project engineer responsible for creating permitting documents for the replacement of a collapsed bulkhead. Scope of work includes preparation of documents to support the emergency permit applications to US Army Corps of Engineers and NY State Department of Environmental Conservation. 2010 - On-going

Brooklyn Navy Yard Waterfront Rehabilitation of New York City Fire Department Berths, Brooklyn, NY

Project engineer, resident engineer, structural/geotechnical engineer for the rehabilitation of and upgrades to the NYC Fire Department Berths at the Brooklyn Navy Yard to accommodate a new fleet of fire boats. The rehabilitation work included the design of a new timber fender system, upgrades to the existing electric and water shore ties, demolition and reconstruction of topside mooring fittings, the full replacement of an existing timber floating dock and associated access platform with concrete floats and a steel pile-supported access platform, installation of a new travel lift pier, the refurbishment of and upgrade to various electrical and mechanical systems, and installation of new security systems. Design alternatives, contract drawings, technical specifications, and a construction cost estimate were developed. Halcrow is providing construction management, including submittal and RFI review, and part-time resident engineering services. The project required phased construction that would allow the Fire Department to continue its operations uninterrupted, and to meet stringent environmental pile driving criteria. Construction value \$3.5 M, Design fee \$318 K. 2008 - Anticipated completion November, 2010

Brooklyn Navy Yard Waterfront Rehabilitation of Berths 1A, 8, 8A, 8B, 9, 9A, 10, 10A, Pier D, Dry Dock 3 Pump Well and Boat Basin, Brooklyn, NY

Project engineer and geotechnical/structural engineer for the design of a comprehensive rehabilitation plan for the existing timber pile-supported piers comprising Berths 8, 8A, 8B, 9, 9A, 10, 10A, and the Small Boat Basin, the installation of a new steel sheet pile bulkhead at Berth 1A, and the replacement of the existing cover at the Dry Dock 3 Pump Well with a new high-capacity structural concrete cover, at the Brooklyn Navy Yard. An underwater condition assessment of the facility was performed, several geotechnical subsurface investigations were conducted, and rehabilitation alternatives were developed in 2008 and 2009. Contract drawings, technical specifications, and construction cost estimates are being prepared for all the rehabilitation work. During construction, field oversight and construction management services will be provided. Construction value \$22 M, Design fee \$1,734,000, 2008 - On-going

Global Container Terminal Extension Design Build, East Berth Extension, Weeks Marine, Inc., Bayonne/Jersey City, NJ

Geotechnical and resident engineer for the 871-ft-long extension of the east berth at Global Terminal, which overlies an existing sewage tunnel. Geotechnical work

included soil borings, subsurface vibration monitoring equipment installation, laboratory testing programs, drilled shaft design, sheet pile wall design, slope stability analyses, pile capacity analyses, field inspection of PDA test program, drawing development and construction support. Resident engineering duties included reviewing submittals, RFP's, and contract drawings, field inspections, and preparing daily reports. 2008 - 2009

Jebel Ali New Container Terminal, Dubai, UAE

Geotechnical engineer for a project that included development of both onshore and offshore geotechnical investigation programs, and design that included dredging and reclamation, a ground modification program, new quaywalls, and breakwaters for the new container terminal. 2008 - 2009

Khalifa Port Stage 1A, Abu Dhabi Ports Company (ADPC), Abu Dhabi, UAE

Geotechnical engineer who assisted in the preparation of the final design and delivery of construction support services for the construction of marine structures, dredging and reclamation for Stage 1A of the Khalifa Port and Industrial Zone at Al Taweelah for the ADPC. The port consists of an artificial island complex located 4km offshore and connected to shore by a bridge and causeway. The project features over 17km of revetments, over 24km of quaywall, and 1,200km² of reclaimed land for container, dry bulk, and liquid bulk terminals. Responsibilities included foundation design, dredging, and reclamation design; slope stability analysis; settlement and deflection analysis; and construction support services for bridge piers, causeways, breakwaters, revetments, quaywalls, dredged channels, and reclaimed land. 2008 - 2009

Preliminary Design of Ocean Reef Islands, Panama City, Panama

Geotechnical engineer and coordinator for the preparation of geotechnical calculations for design of two new islands, totaling 19ha, for the purpose of constructing luxury homes. The scope of work included detailed design for dredging, rockworks (bund and revetment), and reclamation works. Geotechnical work included interpreting borings, recommending compaction methods, creation of a memo detailing geotechnical recommendations to the client, and slope stability, bearing capacity, and settlement calculations. 2008

Owens-Corning Anchored Bulkhead, Kearny, NJ

Assistant resident engineer for construction including installation of sheet piles, king pile system, and soil anchors on environmentally sensitive site. Certain were components redesigned in the field to minimize high-cost construction methods. Duties included onsite construction supervision and inspection, review of submittals and RFP's, and contractor coordination. 2008

Norfolk Naval Shipyard Berth 3 & 4 Rebuild, Naval Facilities Engineering Command, Atlantic Division, Portsmouth, VA

Geotechnical and structural engineer for repairs to Berths 3 and 4 at the Norfolk Naval Shipyard for the Naval Facilities Engineering Command, Atlantic Division. Structural upgrade of over 1,000 ft of wharf constituting Berth 3 and part of Berth 4 at Wet Slip 1. Replacement of the berth fender system with a modern, high capacity fender system, and replacement of the mooring fittings so that they are compatible with the required service. Replacement and/or upgrade of the berth utilities where they require upgrading to current standards, or where the structural work necessitates relocation of the existing utilities. Improvement of the pavement and parking facilities along the berths. Project cost \$24 Million. 2008

APPROACH TO THE WORK

Understanding of the Current Bulkhead Failure

Since August of 2006 Halcrow has provided the Village of Port Chester with engineering, inspection and forensic services related to the ongoing problems encountered with the failing vinyl sheet pile bulkhead at the Byram River. Halcrow has an unparalleled understanding of the failure of the existing vinyl bulkhead, as we performed an independent engineering analysis of the structure in 2007, have been monitoring the structure since 2006, and recently submitted an emergency joint permit application for the reconstruction of the bulkhead to the US Army Corps of engineers. Halcrow's understanding of the problem is as follows:

The existing bulkhead at the Byram River, in Port Chester, NY was constructed in 2001 as part of a rehabilitation of the general Costco site area. The bulkhead consists of vinyl sheet piles driven in front of an old stone bulkhead, constructed of various types of materials, including stone and timber. The bulkhead is approximately 860 feet long. The existing vinyl sheet piles are supported by a treated timber wale system which bears on timber piles, and anchored with tie rods to concrete deadmen some 30 feet behind the bulkhead. The tie rods are bolted through timber piles on the water front side of the bulkhead.

Halcrow is of the opinion that very poor practice was utilized by Chesterfield Construction during the construction of the vinyl bulkhead. Numerous construction deficiencies were observed by Halcrow engineers during inspections in 2007, such as poor vinyl sheet piling installation/ alignment. There are a number of items of concern that may have caused the problems associated with the failure of the bulkhead, however, the poor design of the drainage system is one of the biggest causes, since the pavers are porous and the slot drains were installed flush with the top of the pavers. Because of how the pavers were installed, the storm water entered the spaces between the pavers and never made it into the slot drains; it merely soaked into the fill behind the wall. This resulted in settlement of the pavers and fill. The settlement has affected the tie-rods and deadman system, as well as the storm drains and weep holes. Migration of soils from behind the wall was also observed at penetration locations, especially at the 12 inch drain pipe, which indicated that the pipe was not sealed adequately to the vinyl sheeting with geotextile fabric. Loss of soils was also encountered at the bottom of the bulkhead, which leads us to believe that the sheet piling was not driven to adequate depths due to the shallow bedrock. In general, it is our opinion that the construction of this bulkhead was very poor.

Poor construction of the bulkhead represents only a portion of the problems observed. It is Halcrow's opinion that there are also issues with the original design itself. Our independent evaluations indicate that the sheet piling should have been driven to a deeper elevation in order to maintain acceptable safety factors for the current geometry of the upland portion of the site. The subsurface investigation indicated that at some locations along the length of the bulkhead bedrock is at very shallow depths. This should have been addressed by the original design engineer, but was not.

In the years following its construction, the upland area behind the bulkhead began to settle. This settlement has caused the esplanade drainage system to no longer function. Therefore, the esplanade storm water, which originally drained into the river, is now trapped in the fill behind the bulkhead, placing excessive stress on the

tie rod anchors, which has caused several to fail. The failure of the anchors has caused the bulkhead to deflect towards the Byram River, which in turn has caused the further settlement of fill behind the bulkhead. Over the past several months, the problem has increased drastically to the point where a portion of the upland esplanade has collapsed. The waterfront has been closed to the public due to safety concerns. Without immediate action, the fill behind the bulkhead is likely to be lost into the Byram River, especially with the anticipated Spring Rains. Additionally, the existing bulkhead structure is at risk of total collapse due to the overstressing of the tie rods.

Proposed Solution

Halcrow proposes installing a new shallow pinned steel sheet pile bulkhead that will be precisely engineered and detailed to accommodate the shallow rock problem locations identified in Halcrow's detailed January 2007 inspection report. It would be most beneficial if the detailed driving records of the vinyl sheet piling were provided, as they would directly indicate where the bedrock is shallow, thus specifically indicating where the toe of the new sheets will need to be pinned using rock socketed pin piles. However, since it does not appear this information was ever recorded by the contractor who installed the existing vinyl bulkhead, Halcrow will need to develop a detailed mapping of the top of rock elevation along the length of the sheeting alignment, as the shallow rock conditions are one of the main problems causing the existing wall failure. There are 5 existing soil boring logs (MB101-MB105) which provide limited information of the rock elevation beneath the existing sheeting as they are very widely spaced. Therefore Halcrow proposes to have the village subcontract a drilling contractor to probe the mudline at 20 foot intervals along the length of the wall to determine the top of rock elevation along the length of the wall. This is much quicker and cheaper than drilling and can be accomplished with a barge mounted drilling rig.

Since no as-built information exists on the existing wall construction, Halcrow will need to verify the location and construction of a minimum number of the existing dead men anchorages and tie rod assemblies, as we will attempt to reuse the existing deadmen and tie rods as much as possible in an attempt to reduce the cost of the new bulkhead construction. It is assumed in this proposal that the Village will pay for whatever inspection test pits need to be excavated directly and those costs are not included in this proposal. It may also be very beneficial to M-Scope the location and extent of the tie rods as this will be a good indicator of the deadmen location. The engineering inspection time for an assumed number of test pits is included in our detailed fee proposal.

The village management has learned much from this unfortunate experience. One of the key issues was the lack of any engineering construction supervision on the previous project. We therefore propose an in-depth but cost efficient presence throughout the construction process from bidding assistance through final project punch list and closeout.

Halcrow proposes the following Scope of Services:

Task 1 - Meetings

Halcrow has included a total of (3) 4 hour meetings to guide the village through the design process. In the unlikely event that additional meetings are required, they can be accommodated at additional cost at the rates included in the detailed fee proposal for design and bid documents, which has been submitted separately.

Task 2 - Information Gathering

- a. Prepare river bottom rock probing and deadmen test pit bid package, including proposed boring and test pit location plan, specification and bid sheet. Halcrow will solicit a minimum of three bids from qualified contractors for this work, evaluate the bids received and recommend a contractor to the Village for the work.
- b. Rock Elevation Probing – Field oversight of barge mounted drill probing by Contractor to verify the top of rock elevations at 20 foot intervals along the new sheeting alignment. The Cost of Drill Probing is not included in this fee proposal and is assumed to be paid directly by the Village to the Contractor.
- c. Test Pit Verification of Existing Tie Rods & Dead Men – Field oversight of test pit excavations by Contractor to verify the location and construction of the tie rods and dead men to verify their suitability for reuse in the new wall design and construction. The Cost of Excavation and Backfill of the test pits is not included in this fee proposal and is assumed to be paid directly by the Village to the Contractor.

Task 3 - Prepare Bulkhead Analysis, Design, Drawings and Specifications

- a. 50% Design Submission - Preliminary design calculations and layout of the new sheeting, wale, design drawing details and calculation of adequacy of the existing deadmen and tie rods. Prepare demolition plan of pavers and excavation for new surface drainage system through wall, as well as main outfall drain pipe replacement details. Prepare new esplanade paver and drainage system plan, sections, and details. Prepare outline specifications.
- b. Review of preliminary design with the village engineer
- c. Finalize Design Submission – Finalize calculations, design drawings, and technical specifications. Assumes the village will supply the necessary division 1 specification section and standard bid boilerplate contractual documents.
- d. Review of final design with the village engineer. Incorporate final comments, sign, seal and issue the bid documents for construction.

Task 4 - Assist in the Bidding Process

- a. Attend the pre bid meeting
- b. Prepare bid document addendums
- c. Prepare Bid Analysis to assist village in choosing a suitable Contractor

Task 5 - Services During Construction

- a. Shop drawing and submittal reviews
- b. Field supervision during construction – we assume the construction will take approximately 6 months to complete and have included a senior engineer 2 days per week 6 hours per day for 26 weeks = 316 hours field supervision
- c. Punch list review and close out

d. Final as-built AutoCAD design drawing update

Schedule

Halcrow is ready to commence work immediately upon signing of a contract.

FEE SCHEDULES

Halcrow's not-to-exceed fee proposals have been submitted in two separate sealed envelopes, as required; one for the design and bid documents and a second for construction administration and inspection.

INDEMNITY CLAUSE

The Request for Proposal requires the following statement:

"Halcrow agrees to hold the Village of Port Chester harmless from professional liability for negligent acts, errors and omissions, and any other insurance coverage."

Should the Village of Port Chester accept Halcrow's proposal, both parties will enter into a formal contract holding the Village harmless from the above acts.

APPENDICES

As required in the Request for Proposals, Halcrow's Unemployment and NYS Disability insurance policy numbers are:

- NYS DOL Unemployment Division Reg No. 47-126734
- Disability Policy is with UNUM; No. 523266-001

Also as required, the following documents are included on the next two pages:

- Certificate from NYS Education Department Permitting Halcrow to Provide Professional Engineering Services
- Halcrow's Insurance Policies

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

HALCROW ENGINEERS PC
22 CORTLANDT STREET
31ST FLOOR
NEW YORK, NY 10007-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 08/01/2008 TO 07/31/2011.



FRANK MUNOZ
ASSOCIATE COMMISSIONER
OFFICE OF THE PROFESSIONS

CERTIFICATE NUMBER
0005750



RICHARD P. MILLS
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/10

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INSURED Halcrow Inc 22 Cortlandt Street New York, NY 10007	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL UNION FIRE INS CO OF PITTS</td> <td>19445</td> </tr> <tr> <td>INSURER B: HARTFORD FIRE IN CO</td> <td>19682</td> </tr> <tr> <td>INSURER C: COMMERCE & INDUSTRY INS CO</td> <td>19410</td> </tr> <tr> <td>INSURER D: NEW HAMPSHIRE INS CO</td> <td>23841</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER B: HARTFORD FIRE IN CO	19682	INSURER C: COMMERCE & INDUSTRY INS CO	19410	INSURER D: NEW HAMPSHIRE INS CO	23841	INSURER E:	
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INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	226-4654	04/30/10	04/30/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	100UNKO6485	10/20/09	10/20/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	31163393	10/20/09	10/20/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WC 586-53-20 (A08)	12/30/09	12/30/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Professional Liability	5472726	10/09/09	10/09/10	Per Claim/Agg. 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Ronald Spitzer</i></div>
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Village Hall
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

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MAY 10 2011
VILLAGE OF PORT CHESTER



a COWI company

Ocean and Coastal Consultant
Engineering, P.C.
35 Corporate Drive, Ste 1200
Trumbull, CT 06611
Tel 203 268 5007
Fax 203 268 8821
www.ocean-coastal.com

Attn: Mr. Christopher J. Russo
Village Manager

Reference: Waterfront Concept Study
Byram River Bulkhead Project

Date
May 2, 2011

Our ref.
211018.0

Dear Mr. Russo:

In March of 2011, OCC was contracted by the Village of Port Chester to perform a preliminary design and alternative analysis for the replacement of the existing vinyl sheet pile wall along the Byram River adjacent to the Costco parking lot that has either failed or is at risk for further failure. The original construction of the wall consists of a vinyl sheet pile bulkhead with a single/double wale anchor system tied back to a concrete deadman anchor. The main objective of the alternatives analysis is to propose and evaluate feasible options for the repair of the approximately 860 linear feet of waterfront bulkhead.

Executive Summary

OCC explored seven (7) alternatives to replace the existing failed vinyl sheet pile wall. All of the alternatives considered were based on existing site geometry, available geotechnical data, current design codes and standards, and future usage requirements as a result of the Village's contractual obligations. Ultimately the two (2) most viable options were selected for a more thorough review. These final options consist of an anchored steel sheet pile wall and a pile supported wharf. Both offer a structurally adequate solution with a long service life (30+ years), and will at least provide the same plan area for the waterfront promenade and the same number of parking spots for the adjacent Costco store. The remaining options were dismissed for reasons which are outlined in this letter and the attached alternatives comparison matrix.

As a result of our further review of the viable options, it is OCC's opinion that the current plan to replace the existing vinyl bulkhead with a steel sheet pile bulkhead is the most cost effective solution with the least impact to the operations at Costco. OCC's Opinion of Probable Cost (OPC) for this alternative is \$7,264,000, which includes a 20% contingency. The wharf concept was not selected because it was slightly more expensive (\$7,888,000) but, more importantly, required significant demolition and upland site disturbance to construct.

Design Criteria

In order to create preliminary alternatives, OCC performed a cursory site survey to obtain key elevations and reviewed reference documents such as as-built drawings, inspection reports, and existing permits. In addition, OCC established a set of key criteria based upon consultation with the Village. These criteria are presented as follows:

- The existing anchor system will not be reused. It is our opinion that this system is inadequate and should be abandoned. This is evidenced from the Halcrow 2007 Bulkhead Evaluation Report, which indicates numerous deficiencies and poor quality control in the construction of the existing system, which may have contributed to the bulkhead failure. OCC confirmed this observation during our April 2010 cursory investigation.
- The finish elevation of all concepts will be taken as the existing parking lot elevation (varies from Elevation +14 ft to +19 ft above Mean Low Water). While the final design could be lower, this is a conservative approach from a costing perspective and represents the desire of the Village to eliminate safety and security problems that the current elevation presents.
- The existing emergency permit from the New York State Department of Environmental Conservation (Fall 2010) will be considered, but not strictly adhered to.
- The waterfront access promenade will be re-constructed. While matching the existing plan area is the goal, the minimum was set at 20 ft.
- No parking spaces will be eliminated in the final configuration.
- Portions of the parking lot and travel lane will be temporarily shut down during construction.

Initial Concept Evaluation

OCC developed seven (7) initial concepts based upon the above design criteria. They are presented as follows:

1. *Anchored Vinyl Sheet Pile Wall* - This alternative was determined to be non-viable given the failure of the previous bulkhead, the high bedrock elevation, large height of soil to be retained by a low-strength material, and the poor driving history of vinyl in stiff and rocky soils. As a result of these engineering challenges, this alternative was quickly removed from consideration.
2. *Anchored Composite Sheet Pile Wall* - The practicality and characteristics of this alternative is very similar to that of the Vinyl Sheet Pile Wall. While composite has greater strength and may be better suited for high exposed wall heights, there is still a great potential for damage during installation of the sheets into rocky, stiff soils which exist at the site. These disadvantages heavily outweigh advantages such as reduced maintenance cost and long design life.

3. *Riprap Revetment* - This alternative would involve demolition of the existing bulkhead and installation of a stone riprap revetment. Permitting compliance would likely result in the location of the revetment toe beginning at the existing bulkhead (or marginally in front). Given a stable slope of 1.5H : 1V, this would eliminate the promenade and potentially encroach on the parking lot and travel lane. While the revetment would be an inexpensive and quick stabilization alternative, the promenade and waterfront access would not be restored. Therefore, this option was not considered further.
4. *Riprap Revetment with Cantilevered Sheet Pile Wall* - This alternative combined the use of a cantilever sheet pile wall (i.e. no anchor system) with a riprap revetment located on the seaward face of the structure. With the cantilevered wall, the cost and complexity of the construction is reduced and additional area (in comparison to the riprap revetment) becomes available for the waterfront promenade and parking. However, the preliminary design resulted in a small exposed wall height which did not provide enough additional area for the full requirements of the promenade and parking.
5. *Riprap Revetment with Concrete Retaining Wall* - This alternative combined use of a precast concrete retaining wall with a riprap revetment located seaward of the structure. Similar to the cantilever sheet pile wall with riprap, only a narrow promenade would be provided. In addition, access to the waterfront similar to what currently exists would still not be provided. That is, the offshore edge of the promenade would still be significantly set back from the water.
6. *Steel Sheet Pile Bulkhead* - With the use of steel for the wall, difficult driving conditions and higher exposed wall heights is feasible. Utilizing a rock anchor and steel wale system significantly reduces site disturbance both during and following construction. This option was selected for further evaluation.
7. *Wharf* - This alternative consists of a steel pile supported pre-cast concrete wharf, with a stone revetment below and a concrete block retaining wall at the inshore edge of the structure. The revetment and seawall will stabilize the shoreline, while the pile supported wharf will re-establish the existing waterfront access and promenade and maintain the same parking volume. This option was also selected for further evaluation.

Final Concept Evaluation

OCC performed a more thorough analysis of the final two (2) design alternatives considering factors such as site disturbance, constructability, permitting, maintenance, service life, and cost. Ultimately, both alternatives fulfill the design criteria and site conditions and are capable of producing equivalent results. That is, the parking lot area will be maintained in its entirety, public access to the waterway will be restored, and, most importantly, the failed vinyl sheet pile wall will be replaced with a structure or structures capable of safely stabilizing the embankment and supporting the required loading conditions.

Steel Sheet Pile Bulkhead

The steel sheet pile bulkhead would consist of coated steel sheets driven in front of the existing bulkhead. The bulkhead will be restrained above the mean high water line with a steel wale and anchors drilled into rock. Traditional tie-backs (i.e. tie rods to a concrete deadman or anchor wall) were not considered because of the significant upland site disturbance required during construction. Because of the varied and relatively high elevation of rock at the site, the toe of the steel sheets will be restrained with a pin system drilled into sound bedrock at each pair of sheets. Our opinion of probable cost (OPC) for this alternative is \$7,264,000, which includes a 20% contingency.

The main advantage to the steel sheet pile bulkhead over the wharf option is that the bulkhead will cause a significantly smaller amount of disturbance to the upland site during construction. The new sheet pile will be driven seaward of the existing vinyl sheet pile structure such that the existing structure can remain in place. Assuming that waterborne construction techniques and equipment will be utilized, the rock anchor installation will be performed from the seaward side of the new bulkhead. This will eliminate the need for the widespread excavation required to install a traditional deadman system which could require upland disturbance well into the parking lot.

While our bulkhead replacement concept varies from the permitted design, we do not anticipate permit resubmission is necessary as our changes (i.e. new anchor system and higher top elevation) will not change the environmental impact.

Pile Supported Wharf

The wharf would consist of steel pipe piles supporting precast concrete caps and planks. Above the planks, could consist of either a timber deck or a block paver system. Below the deck of the wharf, a stone revetment would protect the slope below from scour and a concrete block wall at the inshore end would retain a small height of soil. OCC's OPC for this alternative is \$7,888,000, which also includes a 20% contingency.

The wharf alternative will require substantial temporary site disturbance during construction. The existing bulkhead will have to be completely demolished and the construction of the new concrete seawall requires preparation of a sound foundation as well as excavation upland. As a result, we anticipate that this option would likely prohibit use of the perimeter travel lane around the parking lot for most of the construction duration.

From a regulatory perspective, the wharf alternative will require a permit modification. However, given that the alternative provides new habitat, it is OCC's opinion that obtaining a new permit or permit modification for the design change would not be difficult.

Additional Considerations

The Steel Bulkhead and Wharf have a similar design life and potential for phasing. However, the final elevation selection for each option will have significantly different impacts. The following is a brief discussion on these issues:

1. *Design Life* - Both options presented are estimated to have a service life of 30 or more years. While very little maintenance is anticipated, above water and underwater inspection of either selection should be performed on a regular basis.
2. *Phasing* - We understand that costs and funding for this project may be an issue, and the Village may be considering phasing the project. It is our opinion that either option can be performed as a phased solution to the rehabilitation of the waterfront. However, there are two (2) primary concerns which make phasing an unsuitable alternative. The first is the general cost of postponement as each phase requires a separate mobilization and the rate of labor and material increase for construction will likely exceed the real interest rate, resulting in a significantly more expensive final project. The second concern is the fact that a phased solution requires confidence that the non-repaired areas of the bulkhead are safe and remain serviceable. Based upon current knowledge of the site conditions, it is our opinion that the bulkhead is not safe and significant field testing would be required to change that opinion. This field testing would include anchor pull testing, test pits behind the bulkhead, additional soil borings with soil property evaluation, and confirmation of existing sheet pile tip elevation. The quantity of these tests would be determined by the engineer-of-record who is responsible for certifying the safety and continued use of the promenade in the non-repaired areas.
3. *Elevation* - While the steel sheet pile bulkhead can be constructed to match the existing promenade elevation with minimal disturbance to the upland and landscaping, the wharf option requires extensive site disturbance. Therefore, while we feel that constructing the steel sheet pile bulkhead to the existing elevation can result in a cost savings (approximately 5 to 10 percent); we do not anticipate a change in construction cost for the wharf option if the promenade elevation is maintained at the current level. The cost for the wharf option may even increase as a new retaining wall (similar to the existing) must be constructed at the inshore end of the wharf to retain the parking lot.

Conclusion

It is OCC's opinion that the current plan to replace the existing vinyl bulkhead with a steel sheet pile bulkhead is the most cost effective solution with the least impact to the operations at Costco.

We appreciate the opportunity to provide our services and are looking forward to further discussion on the results of our study. If you have any questions, please do not hesitate to contact me or Michael Ajemian at our office.

Very truly yours,

OCEAN AND COASTAL CONSULTANTS ENGINEERING, P.C.



Stephen A. Famularo, P.E.
Chief Project Manager-Diver

Attachment 1

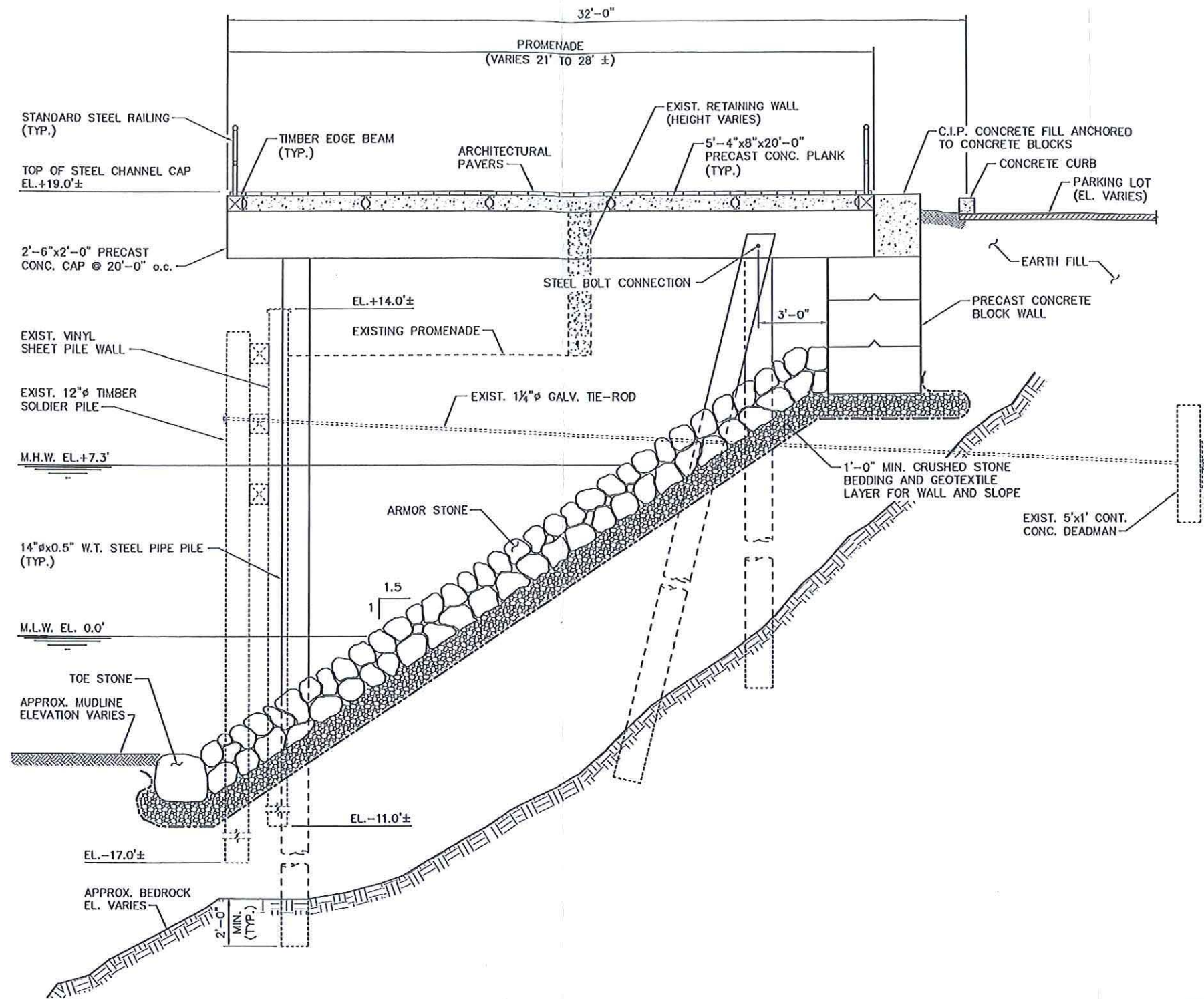
Concept Sketches

Attachment 2

Alternatives Comparison Matrix

Attachment 1
Concept Sketches

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0 5 10 FT.
SCALE 1/16" = 1'-0"

	DESIGNED BY: RMS	PORT CHESTER WATERFRONT CONCEPT STUDY CONCEPT 2 CONCRETE BLOCK SEAWALL/RIPRAP/WHARF	SCALE 1"=60'-0"	REVISION 0
	DRAWN BY: HRA		CHECKED BY: SAFA	DATE 4/11/11

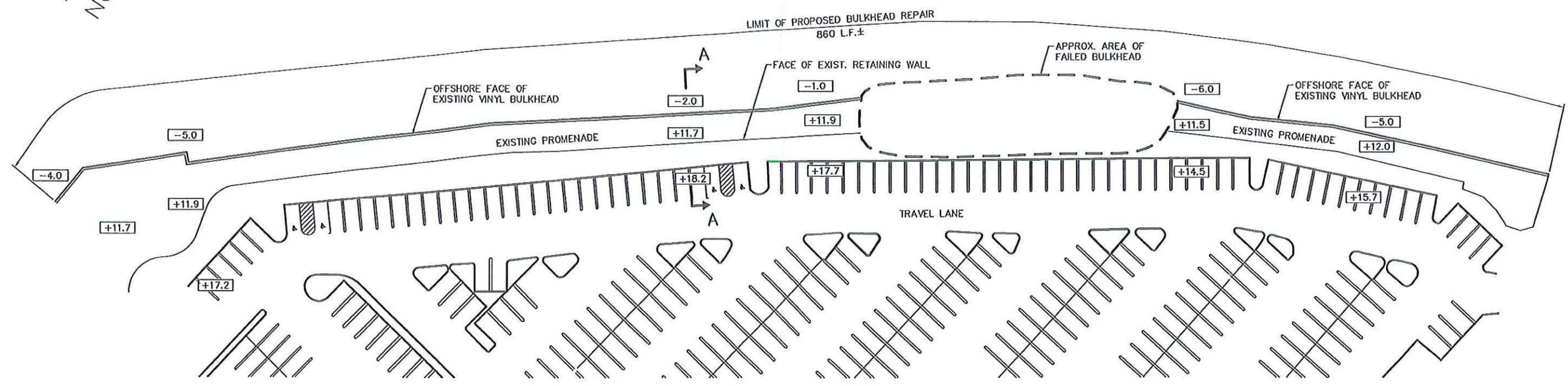


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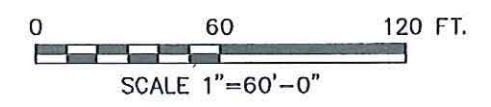
BYRAM RIVER

FLOOD
EBB



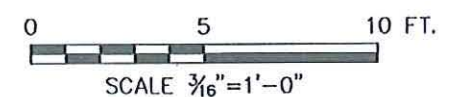
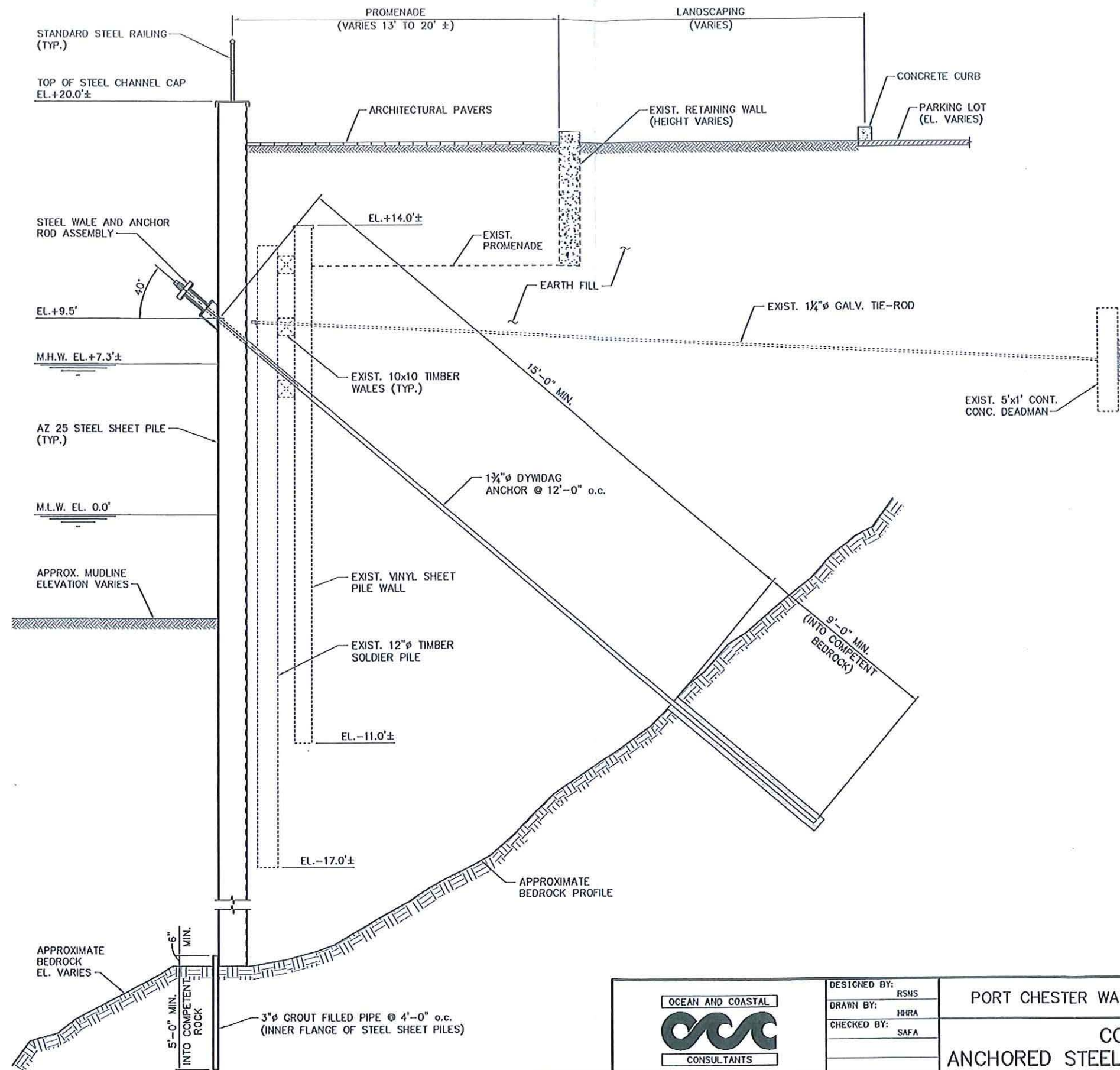
LEGEND


-6.0 ELEVATIONS REFERENCED TO MEAN LOW WATER



	DESIGNED BY: THDU	PORT CHESTER WATERFRONT CONCEPT STUDY SITE PLAN	SCALE 1"=60'-0"	REVISION
	DRAWN BY: HBRA		DATE 4/11/11	0
	CHECKED BY: MAPJ		SKETCH NO. SK-1	

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	DESIGNED BY: RSHS	PORT CHESTER WATERFRONT CONCEPT STUDY CONCEPT 1 ANCHORED STEEL SHEET PILE BULKHEAD	SCALE 1"=60'-0"	REVISION 0
	DRAWN BY: HARA		DATE 4/11/11	
	CHECKED BY: SAFA		SKETCH NO. SK-2	

Attachment 2

Alternatives Comparison Matrix

COMPARISON FACTORS	TYPICAL APPLICATION	SITE DISTURBANCE		FOOTPRINT / CONSTRUCTABILITY		PERMITTING		MAINTENANCE		SERVICE LIFE		COST	
		ADVANTAGE	DISADVANTAGE	ADVANTAGE	DISADVANTAGE	ADVANTAGE	DISADVANTAGE	ADVANTAGE	DISADVANTAGE	ADVANTAGE	DISADVANTAGE	ADVANTAGE	DISADVANTAGE
1/2	ANCHORED VINYL OR COMPOSITE SHEET PILE WALL	<ul style="list-style-type: none"> Used for shoreline stabilization projects. Vinyl has low strength and low modulus of elasticity making it applicable only for light loading conditions and small exposed heights. Deflection and on going creep can often be significant and should be evaluated during design. 	<ul style="list-style-type: none"> Site disturbance is temporary and limited to construction duration only. Site can be restored back to original condition after construction is complete. 	<ul style="list-style-type: none"> If condition of existing anchor system is inadequate, could result in emergency shut down and alteration of traffic within the parking lot. 	<ul style="list-style-type: none"> New structures can be installed at an offset distance such that the changes to the original footprint and fill area added to the waterway are minimized. Deadman and anchor systems are completely backfilled after construction. 	<ul style="list-style-type: none"> Drivability can be an issue in stiff and rocky materials due to driving stresses. Obstructions encountered during driving can also cause severe damage. Anchored sheet pile walls driven seaward of existing structures may be subject to interferences with fender piles, external waves and other obstructions, which may cause a significant increase to the original structure footprint. Must be mindful of stability of existing structures. 	<ul style="list-style-type: none"> Permits are typically easily obtained when agency structure offset restrictions are met and when wildlife and fish habitats can be protected. 	<ul style="list-style-type: none"> Fill will be added to the existing waterway along with excessive site disturbance during construction may impact wildlife and fish habitats. Existing site conditions may necessitate exceeding agency offset restrictions between existing and proposed structures. 	<ul style="list-style-type: none"> Maintenance is minimal as vinyl does not require a coating. 	<ul style="list-style-type: none"> Any exposed steel associated with the anchorage system is subject to corrosion effects. Vinyl is not impacted by corrosion and is also resistant to other environmental conditions. Typically service life is longer than steel, timber and concrete. Steel components can have a service life up to 50 years if well maintained 	<ul style="list-style-type: none"> Exposure to UV rays may cause material degradation over the course of the structures service life. Time dependent deformation, also known as creep, can lead to significant deflections and possibly failure of the structure. If steel components are not maintained, structural rehabilitation can be difficult and costly. 	<ul style="list-style-type: none"> Relatively low construction costs and relatively low maintenance costs. 	<ul style="list-style-type: none"> Limited applicability due to load limitations. If hard driving is encountered, damage to sheets is probable which increases cost due to time and replacement material.
3	RIPRAP REVETMENT	<ul style="list-style-type: none"> Revetment used for slope stabilization and erosion protection. 	<ul style="list-style-type: none"> Site disturbance is minimal as excavation required is limited to the area directly influenced by the proposed revetment. 	<ul style="list-style-type: none"> Excavation required to install a safe slope for the revetment is permanent. The excavation area will not be backfilled. Site is unable to be restored to pre-construction condition which may impact original site utilization. 	<ul style="list-style-type: none"> Toe of the revetment will begin at the existing shoreline and slope upward and landward from that location. This configuration eliminates the addition of any fill to the waterway area. 	<ul style="list-style-type: none"> Large footprint encroaches into the existing parking lot, potentially causing site utilization issues. Revetment may provide a new habitat for native species and fish. Minimal excavation and no pile driving means that existing wildlife and fish habitats remain undisturbed 	<ul style="list-style-type: none"> No fill will be added to the existing waterway. Permit modification would be required given that the alternative varies from the existing permit. Agencies do not approve of rehabilitation which limits waterfront access. 	<ul style="list-style-type: none"> Revetments are typically cheaper to maintain and do not require specialized equipment to perform maintenance. Maintenance can be achieved using typical construction equipment. 	<ul style="list-style-type: none"> Inspections and maintenance may be required more frequently, such as after major storm events, to ensure stones remain in place and slope remains protected. Maintenance may require use of heavy equipment to replace stones or restore slope. 	<ul style="list-style-type: none"> Revetment will continue to protect the slope as long as the structure is adequately is monitored and maintained. 	<ul style="list-style-type: none"> Adequate monitoring, inspection and maintenance are critical to ensuring the continued adequacy of the structure. 	<ul style="list-style-type: none"> Lower overall initial construction costs and maintenance costs. 	<ul style="list-style-type: none"> Demolition and site work required for installation of revetment. Changes to original site utilization may have cost implications.
4	CONCRETE RETAINING WALL W/ RIPRAP REVETMENT	<ul style="list-style-type: none"> Retaining wall used for soil stabilization. Revetment used for slope stabilization and erosion protection. 	<ul style="list-style-type: none"> Retaining wall does not require anchor system therefore minimal parking lot encroachment during construction. 	<ul style="list-style-type: none"> Retaining walls cannot withstand large exposed wall heights; potentially loose waterfront access. This alternative will not provide the same access into the waterway. 	<ul style="list-style-type: none"> The new wall and revetment will have no impact on the waterway. Inshore of retaining wall will be backfilled and compacted for continued use of parking lot, travel lane and reconstruction of promenade. 	<ul style="list-style-type: none"> Temporary parking lot and travel lane shut down would be required during construction. The promenade would require shut-down during construction. 	<ul style="list-style-type: none"> Permits should be easily obtained given that the revetment will add habitat to the marine environment. Permit modification would be required given that the alternative varies from the existing permit. Agencies do not approve of rehabilitation which limits waterfront access. 	<ul style="list-style-type: none"> Relatively low maintenance costs associated with concrete. Minor patching and crack repair. Revetment requires minimal maintenance and has nearly infinite service life. 	<ul style="list-style-type: none"> If routine inspection and maintenance not performed, structural repairs can be difficult and costly for precast wall elements. 	<ul style="list-style-type: none"> Service life for precast concrete is estimated to be approximately 30 years or longer with proper inspection and maintenance. Riprap has nearly infinite service life. 	<ul style="list-style-type: none"> Maintenance may be required throughout the life of the structure. Concrete must be monitored frequently (3-5 years) to prevent the need for costly structural repairs. 	<ul style="list-style-type: none"> Lower overall initial construction costs and maintenance costs. Relatively easy and quick construction. Landborne construction equipment keeps costs down. 	<ul style="list-style-type: none"> Demolition and site work required for installation of revetment. Changes to original site utilization may have cost implications.
5	CANTILEVER STEEL SHEET PILE WALL WITH RIPRAP REVETMENT	<ul style="list-style-type: none"> Used for shoreline stabilization projects with minimal exposed wall heights. Revetment used for slope stabilization and erosion protection. 	<ul style="list-style-type: none"> Cantilever bulkhead does not require anchor system therefore minimal parking lot encroachment during construction. 	<ul style="list-style-type: none"> Cantilever bulkheads cannot withstand large exposed wall heights; potentially loose promenade and waterfront access. 	<ul style="list-style-type: none"> The new revetment and bulkhead will have no impact on the waterway. Inshore of bulkhead will be backfilled and compacted for continued use of parking lot and travel lane. 	<ul style="list-style-type: none"> Temporary parking lot and travel lane shut down would be required during construction. 	<ul style="list-style-type: none"> Permits should be easily obtained given that the revetment will add habitat to the marine environment. Permit modification would be required given that the alternative varies from the existing permit. Agencies do not approve of rehabilitation which limits waterfront access. 	<ul style="list-style-type: none"> Corrosion typically does not impact coated steel for first 15 years. Revetment requires minimal maintenance and has nearly infinite service life. 	<ul style="list-style-type: none"> If routine inspection and maintenance not performed, structural repairs can be difficult and costly for steel sheet pile. 	<ul style="list-style-type: none"> Service life for coated steel is estimated to be approximately 30 years or longer with proper inspection and maintenance. Riprap has nearly infinite service life. 	<ul style="list-style-type: none"> Maintenance may be required throughout the life of the structure. Steel must be monitored frequently (3-5 years) to prevent the need for costly structural repairs. 	<ul style="list-style-type: none"> Ease of construction without the use of tie-back system keeps cost low. Revetments are quick and easy to install. 	<ul style="list-style-type: none"> Demolition and site work required for installation of revetment. Routine inspections and maintenance are required frequently for steel sheet pile. Structural repairs can be difficult and costly if required.
6	STEEL SHEET PILE WALL WITH ROCK ANCHORS	<ul style="list-style-type: none"> Used for shoreline stabilization projects. Use of steel material combined with anchorage system allows structure to withstand high loading conditions. 	<ul style="list-style-type: none"> Anchored bulkheads which utilize rock anchors require much less site disturbance. It is anticipated that no parking lot or travel lane shut-down will be required. Full site functionality will be restored. 	<ul style="list-style-type: none"> Temporary disturbance to the promenade may be required during construction. 	<ul style="list-style-type: none"> Construction can be performed seaward of the existing bulkhead which will prevent temporary shut-down during construction. 	<ul style="list-style-type: none"> May need to phase construction to avoid conflict with floating marina. 	<ul style="list-style-type: none"> Permits are typically easily obtained when agency structure offset restrictions are met and when wildlife and fish habitats can be protected. 	<ul style="list-style-type: none"> Fill will be added to the existing waterway along with excessive site disturbance during construction may impact wildlife and fish habitats. Typical maintenance does not require use of heavy equipment and can be performed from the water-side. 	<ul style="list-style-type: none"> If routine inspection and maintenance not performed, structural repairs can be difficult and costly. 	<ul style="list-style-type: none"> Structure will be capable of sustaining high loads. Service life for coated steel is estimated to be approximately 30 years or longer with proper inspection and maintenance. 	<ul style="list-style-type: none"> Maintenance may be required throughout the life of the structure. Steel must be monitored frequently (3-5 years) to prevent the need for costly structural repairs. 	<ul style="list-style-type: none"> Higher initial construction costs may be offset by maintained site utilization. 	<ul style="list-style-type: none"> Specialty items such as rock anchors and toe pins are costly. Routine inspections and maintenance are required frequently. Structural repairs can be difficult and costly if required.
7	STEEL PILE SUPPORTED, CONCRETE WHARF W/ RIPRAP SLOPE	<ul style="list-style-type: none"> Revetment used for slope stabilization and erosion protection Seawall used in conjunction with revetment to minimize encroachment into existing site Wharf used to maintain waterfront access from promenade 	<ul style="list-style-type: none"> Site disturbance is temporary and limited to construction duration only. Site can be restored back to original condition and functionality after construction is complete. 	<ul style="list-style-type: none"> Temporary shut-down of parking lot and travel lane will be required during construction. 	<ul style="list-style-type: none"> Piles for the wharf can be driven prior to installation of stone for revetment Toe of the revetment will begin at the face of the existing bulkhead and slope upward and landward from that location. Seawall will be located at the head of the revetment to minimize footprint and maintain existing site layout Wharf is comprised of precast structural elements for timely constructability 	<ul style="list-style-type: none"> Demolition and site work required for installation of revetment and seawall. 	<ul style="list-style-type: none"> Permits are typically easily obtained when agency structure offset restrictions are met and when wildlife and fish habitats can be protected. Agencies are in favor of creating new habitat in the marine environment. 	<ul style="list-style-type: none"> Permit modification would be required given that the alternative varies from the existing permit. Corrosion typically does not impact coated steel for first 15 years. Typical maintenance for steel does not use or require heavy equipment Revetments are typically cheaper to maintain and do not require specialized equipment to perform maintenance. Maintenance can be achieved using typical construction equipment. Precast Concrete members typically have better quality control of material and manufacturing processes, and will typically perform better than cast-in-place concrete members. 	<ul style="list-style-type: none"> Inspections and maintenance required at regular intervals. Multiple structure types makes inspection and maintenance more complex. 	<ul style="list-style-type: none"> Service life for coated steel and concrete is estimated to be approximately 30 years with proper maintenance. Revetment will continue to protect the slope as long as the structure is adequately is monitored and maintained. Higher levels of quality control during manufacturing typically directly corresponds to a longer service life of precast structures. 	<ul style="list-style-type: none"> Maintenance may be required throughout the life of the structure and costs associated with the maintenance may be significant depending on level of corrosion observed. Adequate monitoring, inspection and maintenance are critical to ensuring the continued adequacy of the structure. 	<ul style="list-style-type: none"> Construction with high strength, high quality material has more return on investment. The use of precast elements makes for ease of construction keeping schedule short resulting in lower cost. 	<ul style="list-style-type: none"> Material and labor cost for construction tend to be high. Any required maintenance costs also have the potential to be costly.

Attachment 3

Opinions of Probable Cost



OPINION OF PROBABLE COSTS

OCC PROJECT NO: 211018
OCC PROJECT NAME: PORT CHESTER WATERFRONT CONCEPT STUDY

CLIENT: VILLAGE OF PORT CHESTER
SITE LOCATION: PORT CHESTER, NEW YORK

PREPARED BY: THDU
DATE: 11-Apr-11
CHECKED BY: JOBA

ITEM NO.	WORK ITEM DESCRIPTION	OPC PRICE (LUMP SUM)
1	ANCHORED STEEL SHEET PILE BULKHEAD	\$7,264,000.00
2	CONCRETE BLOCK SEAWALL/RIPRAP/WHARF	\$7,888,000.00

OPINIONS OF PROBABLE COST INCLUDE THE FOLLOWING MARK-UPS:

GENERAL CONDITIONS:	5%
OVERHEAD:	10%
PROFIT:	10%
SALES TAX:	0%
INFLATION:	0%
CONTINGENCY:	20%

PROJECT NO.: 211018
DATE: 11-Apr-11

REFERENCES:

THIS OPINION OF PROBABLE COST IS BASED UPON THE FOLLOWING DRAWINGS

PREPARED BY	DRAWING NAME	DRAWING NO.	REV.	DATE
OCC	CONCEPT 1 - ANCHORED STEEL SHEET PILE BULKHEAD	SK -01		
OCC	CONCEPT 2 - CONCRETE BLOCK SEAWALL/RIP-RAP/WHARF	SK -02		

PROJECT NO.: 211018
DATE: 11-Apr-11

ASSUMPTIONS:

1. COSTS ARE BASED ON FY 2011\$
2. OPC IS BASED ON MATERIAL PRICING AND AVAILABILITY AS OF THE DATE OF THE OPC. MATERIAL PRICING AND AVAILABILITY AT TIME OF CONSTRUCTION MAY VARY.
3. RESOURCES USED FOR PRICING:
 - a. DAVIS-BACON WAGE RATES FOR WESTCHESTER COUNTY, NY
 - b. THE AED GREEN BOOK , 61st EDITION, 2010 RENTAL RATES & SPECIFICATIONS FOR CONSTRUCTION EQUIPMENT.
 - c. R.S.MEANS 2011 BUILDING CONSTRUCTION COST DATA, 69th ANNUAL EDITION
 - d. R.S.MEANS 2011 HEAVY CONSTRUCTION COST DATA, 25th ANNUAL EDITION
4. EXCLUDED ITEMS:
 - a. DREDGING
 - b. CONTAMINATED MATERIALS HANDLING AND DISPOSAL
 - c. ITEMS NOT SPECIFICALLY LISTED IN "REFERENCES" SECTION OF THIS OPC.
 - d. ENGINEERING AND CONSTRUCTION OVERSIGHT
 - e. PERMIT ACQUISITION AND PERMIT FEES
 - f. ARCHITECTURAL FINISHES
 - g. MECHANICAL AND ELECTRICAL WORK
5. ACCESS FOR WORK IS FROM WATERBORNE AND UPLAND-BASED EQUIPMENT WITH UPLAND STAGING ADJACENT TO THE WORK AREA
6. IT IS ASSUMED THAT THERE WILL BE UNRESTRICTED ACCESS FOR THE WORK WITH NO DISRUPTIONS.

PROJECT NO.: 211018
DATE: 11-Apr-11

DEMOLITION DEBRIS QUANTITIES

ITEM	X [IN]	Y [IN]	Z [LF]	UNIT VOLUME	QTY	TOTAL VOLUME	UNIT WEIGHT	TOTAL WEIGHT
CONC. SLAB				0.00		0.00	150	0
CONC. SEAWALL				0.00		0.00	150	0
TIMBER PILES				0.00		0.00	45	0
TIMBER PILES - BATTER				0.00		0.00	45	0
TIMBER PILE CAP				0.00		0.00	45	0
EXCAVATED SOIL				0.00		297000.00	115	34155000
ASPHALT PAVEMENT	10	240	1	16.67	680.00	14666.67	140	2053333
				0.00				0
							TOTAL WEIGHT [LB]	36208333
							TOTAL WEIGHT [TON]	18104
							TOTAL VOLUME [CY]	11543

ASSUME 20' OF EXISTING PARKING LOT IS TO BE DEMOLISHED FOR EXCAVATION AND PLACEMENT OF THE PRECAST CONCRETE BLOCK WALL

PROJECT NO.: 211018
DATE: 11-Apr-11

ANCHORED STEEL SHEET PILE BULKHEAD

OPINION OF PROBABLE COSTS

MATERIALS	QUANTITY	UNITS	UNIT \$	EXTENDED \$	COMMENTS
STEEL SHEET PILES (AZ 25)	1090000.00	LB	1.00	1090000.00	
SSP COATING	62040.00	SF	3.60	223344.00	
FALSEWORK	1.00	LS	50000.00	50000.00	
BENT PLATE	37000.00	LB	2.00	74000.00	
DYWIDAG ANCHORS	77.00	EA	7500.00	577500.00	
TOE PINS	220.00	EA	1500.00	330000.00	4' O.C.
WALE ASSEMBLY	880.00	LF	300.00	264000.00	
STEEL RAILING	1760.00	LF	63.45	111672.00	INSTALLED
BACKFILL	4230.00	TON	20.00	84600.00	
SUBTOTAL				2795116.00	
LABOR & EQUIPMENT	QUANTITY	UNITS	UNIT \$	EXTENDED \$	COMMENTS
MOB/DE-MOB	1.00	LS	350000	350000.00	
SET FALSEWORK, SET & DRIVE SSP	30.00	SHIFT	11913.77	357413.23	CREW 2 - 30 LF/DAY
INSTALL WALES	40.00	SHIFT	11913.77	476550.97	CREW 2 - ASSUME 25 LF/DAY
INSTALL ANCHORS	77.00	SHIFT	3204.05	246711.69	CREW 4 - ASSUME 1 ANCHOR/DAY AVG
INSTALL TOE PINS	44.00	SHIFT	3204.05	140978.11	CREW 4 - ASSUME 5 TOE PINS / DAY AVG
INSTALL BENT PLATE	5.00	SHIFT	11913.77	59568.87	CREW 2 - 200 LF/DAY
BACKFILL BEHIND BULKHEAD	20.00	SHIFT	8807.49	176149.84	CREW 1 - 200 CY/DAY
SUPERINTENDENT	1728.0	HOUR	75.00	129600.00	
PROJECT MANAGER	432.0	HOUR	75.00	32400.00	25% OF CONST. TIME
SUBTOTAL				1969372.70	
SUBTOTAL PROJECT				4764488.70	
GENERAL CONDITIONS		5.00%	PERCENT	238224.43	
OVERHEAD		10.00%	PERCENT	500271.31	
PROFIT		10.00%	PERCENT	550298.44	
SALES TAX		0.00%	PERCENT	0.00	
INFLATION		0.00%	PERCENT	0.00	
CONTINGENCY		20.00%	PERCENT	1210658.59	
TOTAL OPC				\$7,263,939.47	

PROJECT NO.: 211018
DATE: 11-Apr-11

CONCRETE BLOCK SEAWALL/RIPRAP/WHARF

OPINION OF PROBABLE COSTS

MATERIALS	QUANTITY	UNITS	UNIT \$	EXTENDED \$	COMMENTS
STEEL PIPE PILES	414199.00	LB	1.00	414199.00	ASSUME \$1.00/LB
PRECAST CONC. PILE CAP	167.00	CY	750.00	125250.00	QUOTE FROM VENDOR
PRECAST CONC. PLANKS	17600.00	SF	20.00	352000.00	QUOTE FROM VENDOR
PRECAST CONC. WALL	5280.00	SF	200.00	1056000.00	INSTALLED
REVTMENT	3851.00	CY	160.00	584160.00	INSTALLED
COMPOSITE DECKING	52800.00	LF	3.40	179537.95	INSTALLED
STEEL RAILING	1760.00	LF	63.45	111672.00	INSTALLED
GROUT	466.00	CF	100.00	46600.00	

SUBTOTAL 2869418.95

LABOR & EQUIPMENT	QUANTITY	UNITS	UNIT \$	EXTENDED \$	COMMENTS
MOB/DE-MOB	1.00	LS	350000.00	350000.00	
EXCAVATE	21.00	SHIFT	8507.49	184957.33	CREW 1 - ASSUME 500 CY/DAY
SET FALSEWORK FOR PILES	23.00	SHIFT	11913.77	274016.81	CREW 2 - ASSUME 1/2 DAY PER BENT
DRIVE PILES	18.00	SHIFT	11913.77	214447.94	CREW 2 - ASSUME 8 PILES/DAY
SET PRECAST PILE CAPS	5.00	SHIFT	10673.77	53368.87	CREW 5 - ASSUME 10 PER SHIFT
FORM/GROUT PILE CAPS	12.00	SHIFT	10673.77	128085.29	CREW 5 - ASSUME 4 PER SHIFT
INSTALL PRECAST PLANKS	11.00	SHIFT	10673.77	117411.52	CREW 5 - ASSUME 4 BAYS/DAY
FORM/GROUT PLANKS	11.00	SHIFT	10673.77	117411.52	CREW 5 - ASSUME 4 BAYS/DAY

SUPERINTENDENT 608.0 HOUR 75.00 60600.00
PROJECT MANAGER 202.0 HOUR 75.00 15150.00 25% OF CONST. TIME

SUBTOTAL 1515449.27

SUBCONTRACTORS	QUANTITY	UNITS	UNIT \$	EXTENDED \$	COMMENTS
DEBRIS TRANSPORTATION & DISPOSAL	18105.00	TON	40.00	724200.00	
RE-GRADE PARKING LOT	1956.00	SY	3.57	6981.94	
RE-PAVE PARKING LOT	17600.00	SF	3.25	57286.24	

SUBTOTAL 788468.18

SUBTOTAL PROJECT				5173336.40	
GENERAL CONDITIONS		5.00% PERCENT		258666.82	
OVERHEAD		10.00% PERCENT		543200.32	
PROFIT		10.00% PERCENT		597520.35	
SALES TAX		0.00% PERCENT		0.00	
INFLATION		0.00% PERCENT		0.00	
CONTINGENCY		20.00% PERCENT		1314544.78	

TOTAL OPC \$7,887,268.68

PROJECT NO.: 211018
DATE: 11-Apr-11

LABOR AND EQUIPMENT RATE BREAKDOWN

CREW 1 - SITE WORK

		FULL COST W/ BURDEN	A DIRECT WAGES*	B FRINGES	A+B
LABOR					
	DOCKBUILDER FOREMAN	135.80	52.33	38.06	90.39
	LABORER	104.87	35.77	38.06	73.83
	LABORER	104.87	35.77	38.06	73.83
	OPERATOR - LOADER	119.51	43.61	38.06	81.67
	OPERATOR - EXCAVATOR	119.51	43.61	38.06	81.67
	OILER	81.36	30.54	24.32	54.86
EQUIPMENT					
	FRONT END LOADER	250.00			
	EXCAVATOR	125.00			
	UTILITY TRUCK	30.00			
	MISC	30.00			
TOTAL HOURLY RATE		1100.94			
TOTAL SHIFT RATE		8807.49 BASED ON EIGHT (8) HOUR SHIFT			

PROJECT NO.: 211018
DATE: 11-Apr-11

LABOR AND EQUIPMENT RATE BREAKDOWN

CREW 2 - WATERBOURNE MARINE CONSTRUCTION W/ PILE DRIVING

	FULL COST W/ BURDEN	A DIRECT WAGES*	B FRINGES	A+B
LABOR				
DOCKBUILDER FOREMAN	135.81	52.33	38.06	90.39
DOCKBUILDER	119.51	43.61	38.06	81.67
DOCKBUILDER	119.51	43.61	38.06	81.67
DOCKBUILDER	119.51	43.61	38.06	81.67
DOCKBUILDER	119.51	43.61	38.06	81.67
OPERATOR	124.99	53.90	24.32	78.22
OILER	81.36	30.54	24.32	54.86
EQUIPMENT				
MATERIAL/CRANE BARGE	250.00			
VIBRATORY HAMMER	125.00			
COMPRESSOR	30.00			
COMPRESSOR	30.00			
FLOAT STAGE(S)	10.00			
UTILITY TRUCK	12.00			
UTILITY TRUCK	12.00			
MISC	100.00			
SMALL TUG	100.00			
TOTAL HOURLY RATE	1489.22			
TOTAL SHIFT RATE	11913.77	BASED ON EIGHT (8) HOUR SHIFT		

PROJECT NO.: 211018
DATE: 11-Apr-11

LABOR AND EQUIPMENT RATE BREAKDOWN

CREW 3 - U/W

		FULL COST	A	B	A+B
		W/ BURDEN	DIRECT WAGES*	FRINGES	
LABOR					
	DOCKBUILDER FOREMAN	135.81	52.33	38.06	90.39
	DOCKBUILDER	119.51	43.61	38.06	81.67
	DIVER	140.10	54.63	38.06	92.69
	DIVER	140.10	54.63	38.06	92.69
	TENDER	111.24	39.18	38.06	77.24
	TENDER	111.24	39.18	38.06	77.24
EQUIPMENT					
	COMPRESSOR (2)	60.00			
	SSA DIVE STATION	31.25			
	FLOAT STAGE(S)	10.00			
	PRESSURE WASHER	8.53			
	UTILITY TRUCK	12.00			
	UTILITY TRUCK	12.00			
	MISC	200.00			
TOTAL HOURLY RATE		1091.78			
TOTAL SHIFT RATE		8734.23	BASED ON EIGHT (8) HOUR SHIFT		

PROJECT NO.: 211018
DATE: 11-Apr-11

LABOR AND EQUIPMENT RATE BREAKDOWN

CREW 4 - ANCHOR AND TOE PIN SUPPORT

		FULL COST W/ BURDEN	A DIRECT WAGES*	B FRINGES	A+B
LABOR					
	DOCKBUILDER 25% OF TIME	29.88	43.61	38.06	81.67
	DOCKBUILDER 25% OF TIME	29.88	43.61	38.06	81.67
	OPERATOR 25% OF TIME	31.25	53.90	24.32	78.22
EQUIPMENT					
	MATERIAL/CRANE BARGE	62.50	25% OF TIME		
	MATERIAL BARGE	100.00			
	FLOAT STAGE(S)	10.00			
	UTILITY TRUCK	12.00			
	MISC	100.00			
	SMALL TUG	25.00	25% OF TIME		
TOTAL HOURLY RATE		400.51			
TOTAL SHIFT RATE		3204.05 BASED ON EIGHT (8) HOUR SHIFT			

PROJECT NO.: 211018
DATE: 11-Apr-11

LABOR AND EQUIPMENT RATE BREAKDOWN

CREW 5 - WATERBOURNE MARINE CONSTRUCTION

		FULL COST	A	B	A+B
		W / BURDEN	DIRECT WAGES*	FRINGES	
LABOR					
	DOCKBUILDER FOREMAN	135.81	52.33	38.06	90.39
	DOCKBUILDER	119.51	43.61	38.06	81.67
	DOCKBUILDER	119.51	43.61	38.06	81.67
	DOCKBUILDER	119.51	43.61	38.06	81.67
	DOCKBUILDER	119.51	43.61	38.06	81.67
	OPERATOR	124.99	53.90	24.32	78.22
	OILER	81.36	30.54	24.32	54.86
EQUIPMENT					
	MATERIAL/CRANE BARGE	250.00			
	COMPRESSOR	30.00			
	FLOAT STAGE(S)	10.00			
	UTILITY TRUCK	12.00			
	UTILITY TRUCK	12.00			
	MISC	100.00			
	SMALL TUG	100.00			
TOTAL HOURLY RATE		1334.22			
TOTAL SHIFT RATE		10673.77	BASED ON EIGHT (8) HOUR SHIFT		

Attachment 3A

OPC - Wage Rates

GENERAL DECISION: NY20100018 12/03/2010 NY18

Date: December 3, 2010

General Decision Number: NY20100018 12/03/2010

Superseded General Decision Number: NY20080018

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), AND HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/09/2010
3	04/23/2010
4	05/28/2010
5	07/23/2010
6	08/06/2010
7	09/24/2010
8	10/08/2010
9	11/05/2010
10	11/12/2010
11	11/19/2010
12	12/03/2010

ASBE0091-003 05/31/2010

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Duties limited to preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials whether they contain asbestos or not from mechanical systems).....\$ 25.55		9.95
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 36.24		34.13

BOIL0005-001 01/01/2007

	Rates	Fringes
BOILERMAKER.....\$ 44.98		28.95+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

* BRNY0001-002 07/01/2010

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 43.20	20.62

BRNY0003-001 07/01/2006

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.75	21.75
TERRAZZO WORKER/SETTER.....	\$ 40.09	21.75

BRNY0004-001 07/01/2009

	Rates	Fringes
MARBLE SETTER.....	\$ 50.53	24.00

BRNY0005-006 06/01/2009

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
BRICKLAYER Bricklayers, Stone Masons, Cement Masons, Plasterers, Pointers, Caulkers and Cleaner.....	\$ 37.84	24.04+a

FOOTNOTE: a. One hour voting time with pay on Election Day.

BRNY0005-007 06/01/2009

BUILDING/RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 37.34	24.04+a

FOOTNOTE:

a. One hour voting time with pay on Election Day

BRNY0020-001 07/01/2009

	Rates	Fringes
MARBLE FINISHER.....	\$ 41.30	23.83

BRNY0024-001 01/01/2010

	Rates	Fringes
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BRICKLAYER
MARBLE POLISHERS.....\$ 36.26 19.55

* BRNY0052-001 06/07/2010

	Rates	Fringes
Tile Layer.....	\$ 47.10	25.31

* BRNY0088-001 06/07/2010

	Rates	Fringes
TILE FINISHER.....	\$ 38.20	21.56

CARP0011-003 07/01/2009

	Rates	Fringes
Carpenters:		
Building.....	\$ 32.63	28.30
Heavy & Highway.....	\$ 32.63	28.30
Residential.....	\$ 25.00	16.40

CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.....	\$ 46.19	44.93

CARP1456-005 07/01/2008

	Rates	Fringes
Diver Tender.....	\$ 39.18	38.06
Diver.....	\$ 54.63	38.06

CARP1456-010 07/01/2008

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 43.61	38.06

CARP1536-001 07/01/2003

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 34.47	26.05

ELEC0003-003 05/06/2010

	Rates	Fringes
ELECTRICIAN (Teledata Technician).....	\$ 47.75	34.18

a. \$2.00 per hour not to exceed \$14.00 per day.

	Rates	Fringes
LINE CONSTRUCTION: Lineman (LIGHTING AND TRAFFIC SIGNAL WORK Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic monitoring systems and Road Weather Information systems)		
Flagman.....	\$ 25.88	13.50+6.5%+a
Ground Digging Machine Operator.....	\$ 38.82	13.50+6.5%+a
Ground Truck Driver.....	\$ 34.50	13.50+6.5%+a
Tractor, Trailer Unit.....	\$ 36.66	13.50+6.5%+a
Lineman & Technician.....	\$ 43.13	13.50+6.5%+a
Mechanic.....	\$ 34.50	13.50+6.5%+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York provided the employee works two days before and two days after the holiday

	Rates	Fringes
Line Construction:		
Substation and switching structures pipetype cable, underground fuild and gas filled transmission conduit and cable installation, fiber optic ground wire, fiber optic shield wire or any other like product having ground protection or fiber optic capabilities, maintenance jobs or projects; rail- road catenary installation and maintenance bonding of rails; Overhead & underground distribution work & Maintenance; Overhead and under- ground transmission line work:		
Cable Splicer.....	\$ 47.44	13.50+7%+a
Flagman.....	\$ 25.88	13.50+7%+a
Groundman digging machine operator.....	\$ 38.82	13.50+7%+a
Groundman truck driver (tractor trailer unit).....	\$ 36.66	13.50+7%+a
Groundman truck driver;....	\$ 34.50	13.50+7%+a

Lineman & Technician.....	\$ 43.13	13.50+7%+a
Mechanic.....	\$ 34.50	13.50+7%+a
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable Splicer/Central Office Person.....	\$ 23.07	13.50+7%+a
Groundman.....	\$ 11.61	13.50+7%+a
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....		
	\$ 21.91	13.50+7%+a
TREE TRIMMER.....	\$ 18.92	13.50+7%+a

PAID HOLIDAYS:

a. New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day

ELEV0001-002 03/17/2010

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 51.47	23.605+a+b
Modernization and Repair....	\$ 40.93	23.455+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ELEV0138-003 01/01/2010

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.71	20.035+a+b

FOOTNOTES:

a. 8 PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. Employer contributes 8% of basic hourly rate for 5 year or more of sevice or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0137-005 03/01/2010

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 50.15	24.16+a
GROUP 1-A.....	\$ 43.81	24.16+a
GROUP 1-B.....	\$ 40.34	24.16+a
GROUP 1-C.....	\$ 56.72	24.16+a
GROUP 2-A.....	\$ 42.25	24.16+a
GROUP 3-A.....	\$ 40.68	24.16+a
GROUP 3-B.....	\$ 38.70	24.16+a
GROUP 4-A.....	\$ 40.27	24.16+a
GROUP 4-B.....	\$ 33.94	24.16+a
GROUP 5-A.....	\$ 38.70	24.16+a
GROUP 5-B.....	\$ 36.64	24.16+a
GROUP 6-A-1.....	\$ 46.02	24.16+a
GROUP 6-A-2.....	\$ 39.24	24.16+a
GROUP 6-A-3.....	\$ 44.58	24.16+a
GROUP 6-A-4.....	\$ 50.88	24.16+a
GROUP 6-A-5.....	\$ 39.86	24.16+a
GROUP 6-A-6.....	\$ 43.01	24.16+a
GROUP 6-B-1.....	\$ 34.73	24.16+a
GROUP 6-B-2.....	\$ 36.44	24.16+a
GROUP 6-B-3.....	\$ 36.51	24.16+a
GROUP 6-B-4.....	\$ 40.00	24.16+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day; Independence Day, Labor Day; Veteran's Day, Columbus Day, November Election Day, Thanksgiving Day, and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BUILDING):

GROUP 1: Cranes (All Types), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone-Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull & similar) with crane attachment and winch used for hoisting or lifting, Hydraulic cranes, Pile Drivers (all types) .

GROUP 1-A: Carrier-trailer horse, concrete-portable hoist, crane & hoist engineer-steel (concrete, material, super structure sub- structure), derrick (stone-steel), elevator & cage, host-single- double-or triple drum), hoist-portable

mobile unit, hoist engineer - concrete (crane-derrick-mine hoist), hoist engineer material, overhead crane, power house plant, telephies (cable way), whirly, maintenance engineer, lull highlift or similar, hydraulic crane 25 ton and over, cherry picker 25 ton and over; backhoe: Oliver 88, Fordson, Dynahoe, Dual purpose and similar machines, Barber Green Loader, Euclid loader or similar type machine, conway or similar mucking machines; dragline, gradall, shovel, backhoe etc. (crawler or truck); front end loaders, hydraulic boom, Jersey spreader, lift slab console (etc), Letouneau or Tournapull (scrapers over 20 yds struck), mucking machines, pavement breaker (air ram), paver (concrete), road boring machine, road mix machines, Ross carrier and similar machines, post hole digger, shovels (tunnels), side boom, spreader (asphalt), scoopmobile-tractor-shovel over 1 1/2 yds., trenching machines-Vermeer concrete saw trencher and similar, tractor type demolition equipment, winch truck ("a" frame), hydraulic crane over 10 tons up to 25 ton, cherry picker over 10 tons up to 25 ton.

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator, mechanic (out-side) all types, welder, scraper-20 yds struck and under, shop foreman, machine pulling sheep's foot roller, vibratory rollers (etc), roller 4 ton and over.

GROUP 1-C: All Tower Cranes, all climbing cranes and all cranes of 100 ton capacity or greater irrespective of manufacturer and regardless of how the same is rigged.

GROUP 2-A: Compactor self-propelled; grader; bulldozer D6 and under, machine pulling sheep's foot roller, vibratory rollers (etc).

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons, concrete buggy one yard and up ride on dumpster, Benford or similar.

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant, stud machine, ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machines; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepa vac clean air machine all similar types of removal of asbestos; material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout fireproofing, roller under 4 ton, shop mechanic (not employed on job site),

spreading & fine grading machine, steel cutting machine, syphon pump - air steam, tar joint machine, television cameras-water-sewer-gas-etc, Turbo jet burner or similar equipment, vibrator (1 to 5), fine grading machine, roof hoist (tugger hoist).

GROUP 4-B: Compressor to 125 feet; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5-A: Concrete saw; oiler fuel truck and oiler grease truck.

GROUP 5-B: Oiler; stockroom attendant; paint compressor; motorized roller (walk behind).

GROUP 6-A-1: Master mechanic

GROUP 6-A-2: Helicopter host operator

GROUP 6-A-3: Welder certified

GROUP 6-A-4: Helicopter pilot

GROUP 6-A-5: Helicopter signalman

GROUP 6-A-6: Engineer-all tower cranes-all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 6-B-1: Utility man

GROUP 6-B-2: Warehouse man

GROUP 6-B-3: Second engineer

GROUP 6-B-4: Cable splicer.

NOTES:

Hazmat premium	20%
Pumping Operation Premium	.50
Loader Operator (over 5 cu yd)	.50
Crane Operator (100-149 ft.)	2.00
Crane Operator (149 ft.+)	3.00
Shovel Operator (over 4 cu. yd)	1.00

 ENGI0137-006 03/01/2010

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 49.99	24.32+a
GROUP 1-A.....	\$ 44.14	24.32+a
GROUP 1-B.....	\$ 45.70	24.32+a
GROUP 2-A.....	\$ 42.29	24.32+a
GROUP 2-B.....	\$ 43.60	24.32+a

GROUP 3.....	\$ 41.56	24.32+a
GROUP 4-A.....	\$ 37.83	24.32+a
GROUP 4-B.....	\$ 32.56	24.32+a
GROUP 5-A-1.....	\$ 46.70	24.32+a
GROUP 5-A-2.....	\$ 45.26	24.32+a
GROUP 5-A-3.....	\$ 56.55	24.32+a
GROUP 5-A-4.....	\$ 53.90	24.32+a
GROUP 5-A-5.....	\$ 50.52	24.32+a
GROUP 5-A-6.....	\$ 42.09	24.32+a
GROUP 5-A-7.....	\$ 42.47	24.32+a
GROUP 5-B-1.....	\$ 31.02	24.32+a
GROUP 5-B-2.....	\$ 35.40	24.32+a
GROUP 5-B-3.....	\$ 30.54	24.32+a

Loader Operator (over 5 cu yd.) .50
Shovel Operator (over 4 cu yd.) 1.00
Hazmat Premium Over Regular Rate 20%

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Columbus Day; November Election Day and -Veterans Day, provided the employee works two or more days in the calendar week in which the holiday occurs.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; auto grader; dynahoe; dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer- all sizes; Central Mix Plant Operator; Chipper-all types; Close Circuit T.V.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovell Backhoe, etc. Grader; Derrick (Stone-Steel); Elevator & cage, materials or passengers; Front End Loaders over 1 1/2 yds; Hoist Single, Double, Triple Drum; Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material; Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; Mucking Machines; Overhead Crane; Paver (concrete); Pulsemeter; Push Button (Buzz Box) Elevator; Road Mix Machines; Robot Hammer (Brock or Similar); Robotic Equipment (scope of Engineer schedule); Ross Carrier and similar machines; Shovels (Tunnels); Side Boom; Slip Form Machine; Spreader (Asphalt); Scoopmobile-Tractor-Shovel over 1 1/2 yds; Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar; Tractor type demolition equipment; Whirly

GROUP 1-B: Road Paver: Asphalt

GROUP 2-A: Balast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers--20 yd struck and under; Swich Tampers;

Vibratory Roller, etc.; Welder

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); John Henry Drill or similar; joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbo jet burner or similar ; well drilling machine (except water well drilling); winch truck "A" frame;

GROUP 4-A: Service man (fuel or grease truck).

GROUP 4-B: Compressor-Compressor Plant-Paint; Compressor-Steel Erection; Conveyor Belt machine; Lighting Unit (Portable & Generator); Pilot/Assistant Engineer/2 seated; Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc.; Pump Truck (Sewer Jet or Similar); Roller-Motorized (Walk behind); Welding Machine (Steel Erection); Bending Machine; Dust Collector; Mixer Concrete under 21-E; Heater-all types; Steam Jenny; Syphon Pump-Air- Steam; Tar Joint Machine; Vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Helicopter hoist operator.

GROUP 5-A-3: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-4: Engineer-- Pile Driver

GROUP 5-A-5: Hoist Engineer-Steel-Substructure; Helicopter - pilot.

GROUP 5-A-6: Helicopter - signalman.

GROUP 5-A-7: Jersey-spreader, pavement breaker (air ram); post hole digger;

GROUP 5-B-1: Utility Man

GROUP 5-B-2: Concrete Saw

GROUP 5-B-3: Oiler

IRON0040-001 07/01/2009

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 41.05	43.91

 IRON0046-003 07/01/2009

	Rates	Fringes
IRONWORKER METALLIC LATHERS.....	\$ 39.00	41.37

 IRON0197-001 07/01/2009

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 40.50	38.32

 IRON0580-001 01/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 39.85	39.67

 LABO0060-002 04/01/2009

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 33.35	17.20+a
GROUP 2.....	\$ 32.00	17.20+a
GROUP 3.....	\$ 31.60	17.20+a
GROUP 4.....	\$ 31.25	17.20+a
GROUP 5.....	\$ 30.90	17.20+a
GROUP 6.....	\$ 24.55	17.20+a
GROUP 7.....	\$ 32.90	17.20+a
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 38.02	17.20+a
GROUP 2.....	\$ 36.77	17.20+a
GROUP 3.....	\$ 36.27	17.20+a
GROUP 4.....	\$ 35.77	17.20+a
GROUP 5.....	\$ 35.52	17.20+a
GROUP 6.....	\$ 35.12	17.20+a
GROUP 7.....	\$ 34.92	17.20+a
GROUP 8.....	\$ 34.77	17.20+a
GROUP 9.....	\$ 34.62	17.20+a

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Blasters.

GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller,
 Air Track Driller, Hydraulic Driller, Concrete Form
 Aligner, Concrete Form and Curb Form Highway (Steel),
 Asphalt Screedman, Asphalt Raker.

GROUP 3: Asphalt Curb Machine Operator, Jeoper Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pneumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.

GROUP 4: General concrete laborers-anything pertaining to concrete, aggregate or concrete material handling, puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Blaster

GROUP 2: Concrete and form setters

GROUP 3: Miners, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators

GROUP 4: Puddlers

GROUP 5: Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring

GROUP 6: Laborers

GROUP 7: Powder carriers, signalmen

GROUP 8: Brakemen

GROUP 9: Outside laborers

FOOTNOTE: a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

LABO0235-001 05/01/2002

BUILDING

Rates

Fringes

LABORER.....\$ 23.50 13.85

LABO0235-002 05/01/2002

RESIDENTIAL

Rates Fringes

LABORER.....\$ 20.50 11.80

* PAIN0009-003 05/01/2010

Rates Fringes

Painters:

GLAZIERS.....\$ 39.00 32.24

Painters, Paperhanger,
Drywall Finishers & Lead

Abatement Worker.....\$ 34.50 19.84

Spray, Scaffold,
Sandblasting.....\$ 37.50 19.84

PAIN0806-001 10/01/2010

Rates Fringes

Painters:

Structural Steel and Bridge.\$ 46.25 31.03

PLUM0021-003 05/01/2010

Rates Fringes

Plumber and Steamfitter

Zone 1.....\$ 46.28 24.6

ROOF0008-003 06/01/2010

Rates Fringes

ROOFER, Including Built Up,
Composition and Single Ply

Roofs.....\$ 37.75 28.86

SFNY0669-002 04/01/2008

Rates Fringes

SPRINKLER FITTER.....\$ 39.15 16.30

SHEE0038-001 07/01/2010

Rates Fringes

Sheet metal worker.....\$ 40.42 29.64

TEAM0456-001 07/01/2010

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 39.33	20.45+a
GROUP 2.....	\$ 36.58	20.45+a
GROUP 3.....	\$ 37.03	20.45+a
GROUP 4.....	\$ 37.20	20.45+a
GROUP 5.....	\$ 36.70	20.45+a
GROUP 6.....	\$ 37.33	20.45+a
GROUP 7.....	\$ 37.58	20.45+a
GROUP 8.....	\$ 38.08	20.45+a
GROUP 9.....	\$ 38.45	20.45+a
GROUP 10.....	\$ 37.95	20.45+a
GROUP 11.....	\$ 38.58	20.45+a
GROUP 12.....	\$ 38.33	20.45+a

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

- GROUP 1: Lowboy (carrying equipment)
- GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
- GROUP 3: Fuel and tire trucks.
- GROUP 4: Tractor trailers (all types)
- GROUP 5: 14 Wheeler
- GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
- GROUP 7: Athey Wagon, Belly Dumps, Articulated Dumps, Trailer Wagons.
- GROUP 8: Darts.
- GROUP 9: RXS
- GROUP 10: Off Road Equipment (Under 40 Tons): Euclid
- GROUP 11: Off Road Equipment (Over 40 Tons) Euclid, DJB
- GROUP 12: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, November Election Day, Thanksgiving Day, and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after 10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3 weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calander year; 1

week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calendar year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute \$.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional \$.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

 TEAM0813-002 12/01/1998

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 19.19	3.61+a
GROUP 2.....	\$ 19.47	3.61+a
GROUP 3.....	\$ 19.62	3.61+a
GROUP 4.....	\$ 19.95	3.61+a
GROUP 5.....	\$ 20.11	3.61+a
GROUP 6.....	\$ 21.00	3.61+a
GROUP 7.....	\$ 21.98	3.61+a
GROUP 8.....	\$ 19.62	3.61+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Two (2) Personal Days and any holiday or day of mourning proclaimed as such by the State or Federal Government.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Closed body trucks with self-contained loading unit up to and including 22 yard capacity.

GROUP 2: Open trucks, rack body, or trucks which have no self contained mechanical loading device, up to 22 yard capacity. One-container tractor hoist.

GROUP 3: 10 wheel, open trucks, container loaders, dino-master, over-cab loaders, rack body trucks, or trucks 22 yards to and including 25 yards capacity.

GROUP 4: Rubbish and garbage trucks 26 yards to and including 31 yards capacity.

GROUP 5: Single axle working non-compact containers up to 15 yards capacity on rubbish and garbage removal only.

GROUP 6: Roll-off trucks up to and including 42 yards capacity.

GROUP 7: Roll-off truck with more than 42 yards capacity or any tractor-trailer trucks.

GROUP 8: One-container tractor hoist on construction and alteration debris removal.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

Attachment 3B

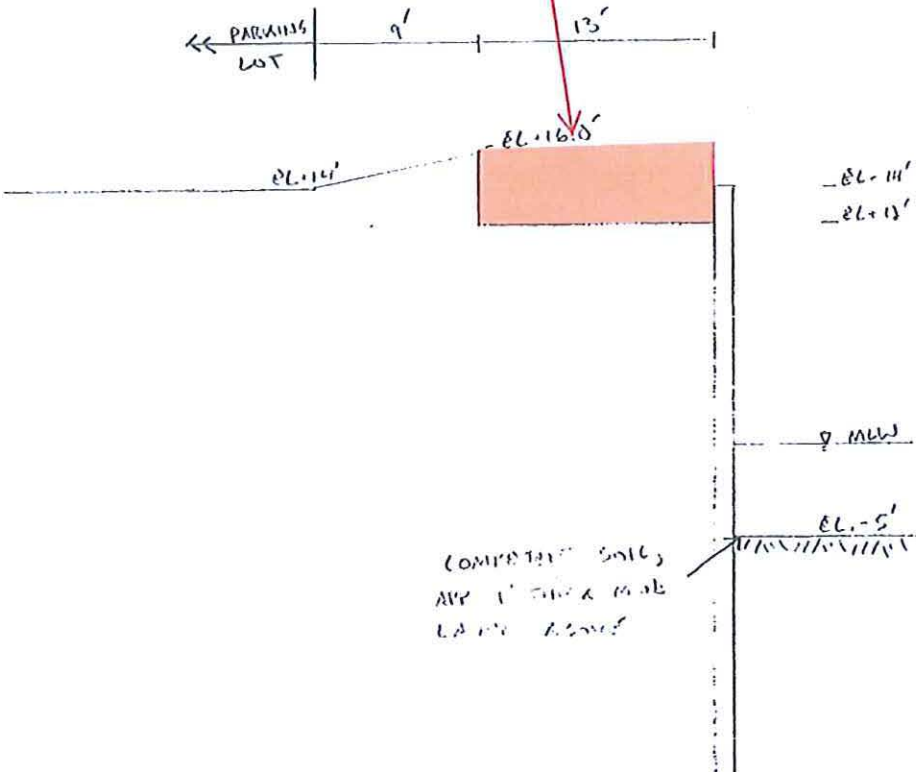
OPC - Material Take-Offs



PROJECT PORT CONSTRUCTION AND DREDGING CONTRACT NO. 1
SUBJECT TRANSECT 1

SHEET NO. 1 OF 2
JOB NO. 211012
MADE BY T.H.P. DATE 2/15/2011
CHKD BY DATE

54 SF/LF * 440LF
= 880 CY



TRANSECT 1



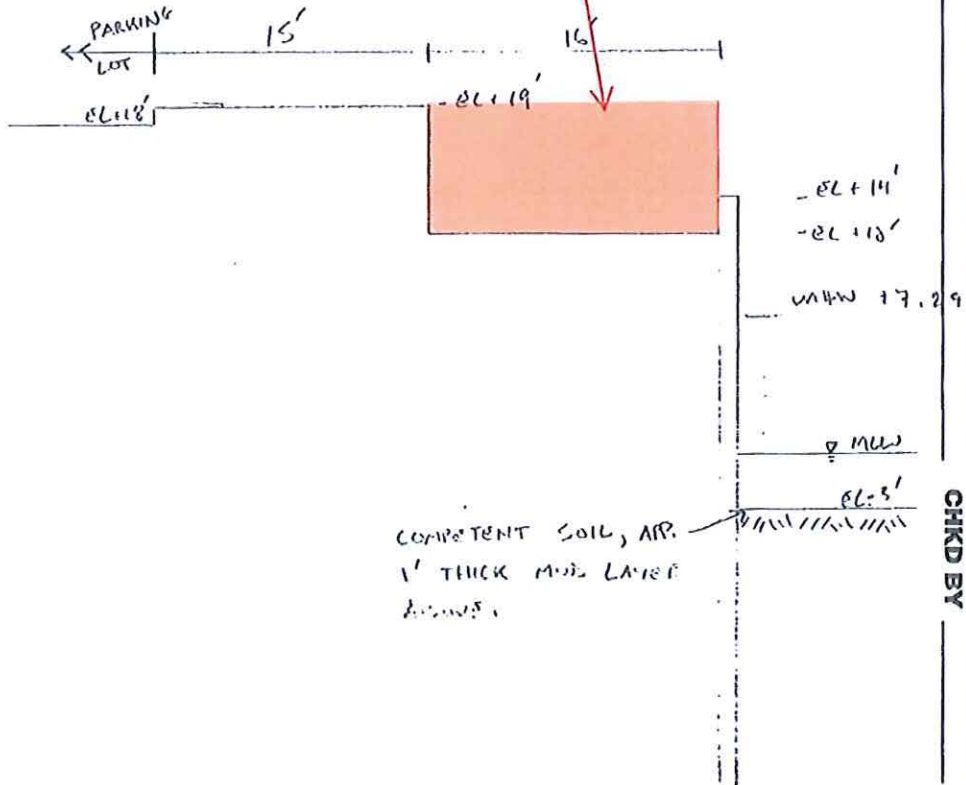
PROJECT
SUBJECT

7.27

SHEET NO. 5
JOB NO. 211115
MADE BY T. J. J. J.
CHKD BY

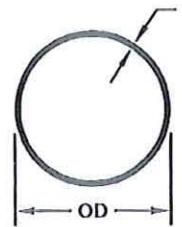
OF 1
TASK NO.
DATE 2/27/2011
DATE

113 SF/LF * 440LF
= 1840 CY



TRANSVERSE 4

Spiralweld Pipe



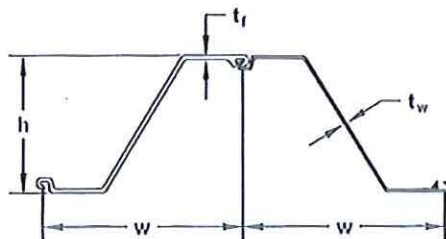
Outside Diameter (OD) in (mm)	Pipe Weight lbs/ft (kg/m)										
	WALL THICKNESS (t) in (mm)										
	0.179 4.55	0.188 4.78	0.203 5.16	0.219 5.56	0.250 6.35	0.312 7.92	0.375 9.53	0.500 12.70	0.625 15.88	0.750 19.05	1.000 25.40
8.625 219.1	16.16 24.05	16.96 25.23	18.28 27.20	19.68 29.29	22.38 34.31						
10 254.0	18.79 27.97	19.72 29.35	21.26 31.64	22.90 34.08	26.06 39.78						
10.75 273.1	20.23 30.10	21.23 31.59	22.89 34.06	24.65 36.69	28.06 41.76	34.81 51.81	40.52 (0.365) 60.30				
12 304.8	22.62 34.66	23.74 35.33	25.60 38.10	27.58 41.04	31.40 46.73	38.98 58.01	46.60 69.35				
12.75 323.9	24.05 35.80	25.25 37.57	27.23 40.52	29.34 43.66	33.41 49.71	41.48 61.74	49.61 73.83				
14 355.6	26.45 39.36	27.76 41.31	29.94 44.56	32.26 48.01	36.75 54.69	45.65 67.94	54.62 81.28	72.16 107.38			
16 406.4	30.27 45.65	31.78 47.29	34.28 51.07	36.95 54.98	42.09 62.64	52.32 77.87	62.64 93.21	82.85 123.29			
18 457.2	34.10 50.75	35.80 53.77	38.62 57.47	41.63 61.95	47.44 70.59	58.99 87.79	70.65 105.15	93.54 139.20			
20 508.0	37.93 56.44	39.82 59.25	42.96 63.93	46.31 68.92	52.78 78.55	65.66 97.72	78.67 117.09	104.23 155.11	129.45 192.61		
24 609.6	45.58 67.93	47.86 71.22	51.64 76.85	55.67 82.85	63.47 94.46	79.01 117.57	94.71 140.94	125.61 186.92	156.17 232.41	186.41 277.49	
30 762.0					79.51 118.37	99.02 147.36	118.76 176.73	157.68 234.65	196.26 292.07	234.51 349.99	310.01 461.35
36 914.4					95.54 142.18	119.03 177.14	142.81 212.53	189.75 282.33	236.35 351.74	282.62 420.58	374.15 556.89
42 1067					111.58 166.05	139.04 205.92	166.86 248.42	221.82 330.10	276.44 411.38	330.72 492.17	438.29 652.25
48 1219					127.61 189.91	159.05 236.70	190.92 281.12	253.89 377.83	316.52 471.01	378.83 561.76	502.43 747.70
54 1372							214.97 319.91	285.96 425.55	356.61 530.79	426.93 635.35	566.57 843.15
60 1524							239.02 355.70	318.03 473.28	396.70 590.35	475.04 706.93	630.71 938.60
72 1829							287.13 427.29	382.17 563.73	476.87 709.67	571.25 850.11	758.99 1129.50
84 2134							335.23 498.88	446.31 664.18	557.05 828.98	667.46 993.29	887.27 1320.41
96 2438								510.45 759.64	637.22 943.30	763.67 1136.46	1015.55 1511.31
108 2743								574.59 855.03	717.40 1067.61	859.88 1279.64	1143.83 1702.21
120 3048								638.73 950.53	797.57 1186.92	958.09 1422.82	1272.11 1893.11

Please Inquire about other diameters and thicknesses.

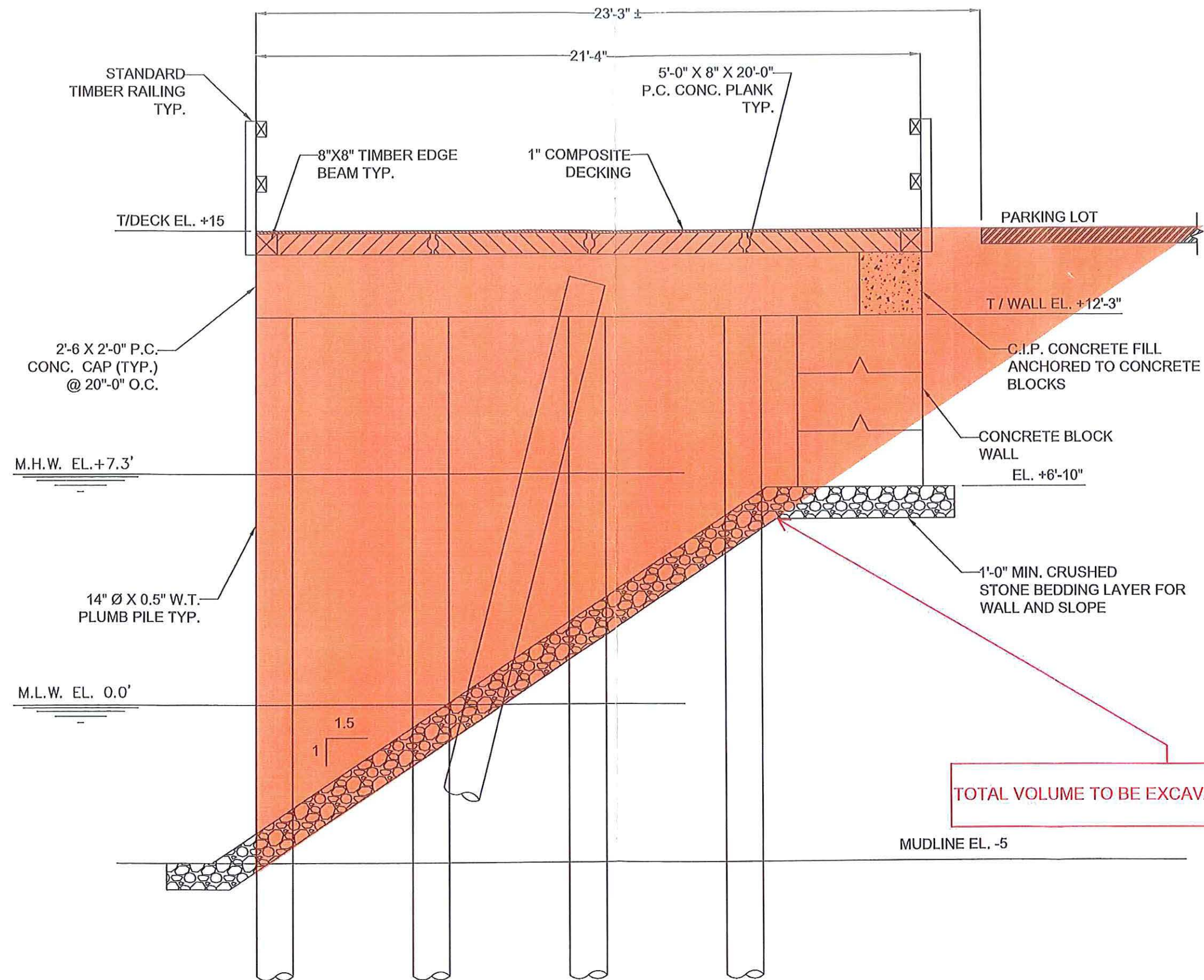
APPROXIMATE VALUES

Pipe Weight (lbs/ft) = 10.69*t*(d-t)
d (in) - outside diameter
t (in) - thickness of pipe

Pipe Weight (kg/m) = 0.0247*t*(d-t)
d (mm) - outside diameter
t (mm) - thickness of pipe



SECTION	Width (w) in (mm)	Height (h) in (mm)	THICKNESS		Cross Sectional Area in ² /ft (cm ² /m)	WEIGHT		SECTION MODULUS		Moment of Inertia in ⁴ /ft (cm ⁴ /m)	COATING AREA	
			Flange (t _f) in (mm)	Web (t _w) in (mm)		Pile lb/ft (kg/m)	Wall lb/ft ² (kg/m ²)	Elastic in ³ /ft (cm ³ /m)	Plastic in ³ /ft (cm ³ /m)		Both Sides ft ² /ft of single (m ² /m)	Wall Surface ft ² /ft ² (m ² /m ²)
AZ 12	26.38 670	11.89 302.0	0.335 8.50	0.335 8.50	5.94 125.7	44.42 66.10	20.22 93.70	22.3 1200	26.2 1409	132.8 18140	5.45 1.66	1.23 1.23
AZ 13	26.38 670	11.93 303.0	0.375 9.50	0.375 9.50	6.47 136.9	48.38 72.00	22.02 107.50	24.2 1300	28.4 1528	144.3 19700	5.45 1.66	1.23 1.23
AZ 14	26.38 670	11.97 304.0	0.413 10.50	0.413 10.50	7.03 148.9	52.62 78.30	23.94 116.90	26.0 1400	30.7 1651	156.0 21300	5.45 1.66	1.23 1.23
AZ 12-770	30.31 770	13.52 343.5	0.335 8.50	0.335 8.50	5.67 120.1	48.78 72.00	19.31 94.30	23.2 1235	27.5 1480	156.9 21410	6.10 1.86	1.20 1.20
AZ 13-770	30.31 770	13.54 344.0	0.354 9.00	0.354 9.00	5.94 125.8	51.14 76.10	20.24 98.90	24.2 1300	28.8 1546	163.7 22360	6.10 1.86	1.20 1.20
AZ 14-770	30.31 770	13.56 344.5	0.375 9.50	0.375 9.50	6.21 131.5	53.42 79.50	21.14 103.20	25.2 1355	30.0 1611	170.6 23100	6.10 1.86	1.20 1.20
AZ 17	24.80 630	14.92 379.0	0.335 8.50	0.335 8.50	6.53 143.3	45.96 68.40	22.24 108.60	31.0 1665	36.2 1944	231.3 32700	5.64 1.72	1.35 1.35
AZ 18	24.80 630	14.96 380.0	0.375 9.50	0.375 9.50	7.11 150.1	49.99 74.40	24.19 118.10	33.5 1800	39.1 2104	250.4 34200	5.64 1.72	1.35 1.35
AZ 19	24.80 630	15.00 381.0	0.413 10.50	0.413 10.50	7.74 163.8	54.43 81.00	26.34 128.60	36.1 1940	42.3 2275	270.8 36980	5.64 1.72	1.35 1.35
AZ 17-700	27.56 700	16.52 419.5	0.335 8.50	0.335 8.50	6.28 133.0	49.12 73.10	21.38 104.40	32.2 1730	37.7 2027	265.3 36230	6.10 1.86	1.33 1.33
AZ 18-700	27.56 700	16.54 420.0	0.354 9.00	0.354 9.00	6.58 133.2	51.41 76.50	22.39 109.10	33.5 1800	39.4 2116	276.8 37900	6.10 1.86	1.33 1.33
AZ 19-700	27.56 700	16.56 420.5	0.375 9.50	0.375 9.50	6.88 145.6	53.76 80.00	23.41 114.30	34.8 1870	41.0 2206	288.4 39380	6.10 1.86	1.33 1.33
AZ 25	24.80 630	16.77 426.0	0.472 12.00	0.441 11.20	8.74 185.0	61.49 91.50	29.74 145.20	45.7 2455	53.4 2873	382.6 52250	5.91 1.80	1.41 1.41
AZ 26	24.80 630	16.81 427.0	0.512 13.00	0.480 12.20	9.35 198.0	65.72 97.80	31.79 155.20	48.4 2600	56.9 3059	406.5 55510	5.91 1.80	1.41 1.41
AZ 28	24.80 630	16.85 428.0	0.551 14.00	0.520 13.20	9.97 211.1	70.15 104.10	33.94 165.70	51.2 2755	60.5 3252	431.6 58940	5.91 1.80	1.41 1.41
AZ 24-700	27.56 700	18.07 459.0	0.441 11.20	0.441 11.20	8.23 174.1	64.30 95.70	28.00 136.70	45.2 2430	53.5 2867	408.8 55820	6.33 1.93	1.38 1.38
AZ 26-700	27.56 700	18.11 460.0	0.480 12.20	0.480 12.20	8.84 187.2	69.12 102.90	30.10 146.90	48.4 2600	57.1 3070	437.3 59720	6.33 1.93	1.38 1.38
AZ 28-700	27.56 700	18.15 461.0	0.520 13.20	0.520 13.20	9.46 200.2	73.93 110.00	32.19 157.20	51.3 2760	60.9 3273	465.9 63620	6.33 1.93	1.38 1.38
AZ 37-700	27.56 700	19.65 499.0	0.669 17.00	0.480 12.20	10.68 226.0	83.46 124.20	36.33 177.40	68.9 3700	79.2 4260	676.6 92400	6.76 2.06	1.46 1.46
AZ 39-700	27.56 700	19.69 500.0	0.709 18.00	0.520 13.20	11.34 240.0	88.63 131.90	38.59 188.40	72.5 3900	83.7 4500	714.0 97500	6.76 2.06	1.46 1.46
AZ 41-700	27.56 700	19.72 501.0	0.748 19.00	0.559 14.20	12.00 254.0	93.74 139.50	40.84 199.40	76.2 4030	88.3 4745	751.4 102610	6.76 2.06	1.46 1.46
AZ 46	22.83 580	18.94 481.0	0.709 18.00	0.551 14.00	13.76 146.0	89.10 132.60	46.82 226.00	85.5 4590	98.5 5295	808.8 110450	6.23 1.90	1.63 1.63
AZ 48	22.83 580	18.98 482.0	0.748 19.00	0.591 15.00	14.48 160.5	93.81 139.60	49.28 240.60	89.3 4800	103.3 5553	847.1 115670	6.23 1.90	1.63 1.63
AZ 50	22.83 580	19.02 483.0	0.787 20.00	0.630 16.00	15.22 172.2	98.58 146.70	51.80 252.9	93.3 5010	108.2 5816	886.5 121060	6.23 1.90	1.63 1.63



STANDARD
TIMBER RAILING
TYP.

23'-3" ±

21'-4"

5'-0" X 8" X 20'-0"
P.C. CONC. PLANK
TYP.

8"X8" TIMBER EDGE
BEAM TYP.

1" COMPOSITE
DECKING

T/DECK EL. +15

PARKING LOT

T / WALL EL. +12'-3"

2'-6 X 2'-0" P.C.
CONC. CAP (TYP.)
@ 20'-0" O.C.

C.I.P. CONCRETE FILL
ANCHORED TO CONCRETE
BLOCKS

M.H.W. EL. +7.3'

CONCRETE BLOCK
WALL
EL. +6'-10"

14" Ø X 0.5" W.T.
PLUMB PILE TYP.

1'-0" MIN. CRUSHED
STONE BEDDING LAYER FOR
WALL AND SLOPE

M.L.W. EL. 0.0'

1.5

1

TOTAL VOLUME TO BE EXCAVATED = 10200 CY

MUDLINE EL. -5



RESOLUTION

REJECTING BID FOR MARINA BULKHEAD REPAIRS

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 solicited competitive bids for the Village Marina Vinyl Bulkhead Repair Project (Bid # 4-12); and

WHEREAS, such bids were returnable on September 28, 2012; and

WHEREAS, J.T. Cleary, Inc. was the single bidder in the amount of \$1,997,700.00; and

WHEREAS, at the request of the Village, the bidder has agreed to hold the bid through November 31, 2012 for the Board to consider the bid; and

WHEREAS, the Village's consulting marina engineer has presented to the Board with respect to the matter. Now, therefore be it

RESOLVED, that the Board of Trustees hereby rejects the bid of J.T. Cleary, Inc., 100 Red Schoolhouse Road, #A-12, Chestnut Ridge, New York 10977; and be it further

RESOLVED, that such action should not be understood as any reflection on the bidder but rather the intention of the Board to advance this matter in a different direction.

APPROVED AS TO FORM:

Village Attorney

VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
 Meeting, MONDAY, November 19, 2012
 Special Meeting: 6:00-6:30 P.M.
 PROPOSED EXECUTIVE SESSION 6:30-7:00PM
Regular Meeting: 7:00 P.M.
VILLAGE JUSTICE COURTROOM
 350 North Main Street
 Port Chester, New York
AGENDA

TIME: 6:00 P.M. to 6:30 P.M.

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

TIME: 6:30 P.M.

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Resident Complaint	
2	CSEA Agreement	

TIME: 7:00 P.M.

II	PUBLIC COMMENTS	ACTION
III	RESOLUTIONS	ACTION
	Legal	
1	Authorizing the Village Attorney to select and substitute Attorney-of-record in US v. Port Chester voting rights legal matter.	
2	Authorize the execution of the Second Addendum to the Consent Decree with Mayoral seat to be included with Early Voting in the 2013 Village Election.	
3	Authorize the execution of the Second Addendum to the Consent Decree.	

	Planning	
4	Accepting Petition of Starwood for the zoning amendment and Noticing Intention to Declare Lead Agency with regard to former United Hospital site. Vote on action/resolution to:	
5	Rejecting bid for marina bulkhead repair.	

I	PRESENTATION	ACTION
1	Audit and introduction to 5 year operating budget.	

III	RESOLUTIONS (Continued)	ACTION
	Parks / Recreation	
6	Acquiring real property at 201 Grace Church St. to enhance Edgewood Park. • Negative Declaration	
	Administration	
7	Ratification of CSEA Agreement	
8	Authorize the Village Manager to sign an agreement with Complus Data Innovations, Inc. to provide parking ticket management services to the Village of Port Chester.	
	Department of Public Works	
9	Purchase Hot Box	
IV	DISCUSSIONS	ACTION
1	Housing Rehabilitation	
2	Sewer Rent Project	
3	The attorney / client privilege for opinions sent to the BOT by the Village Attorney	

V	CORRESPONDENCE	
1	From Fire Department Village of Port Chester	
2	Request from Rosa Castillo to purchase a small piece of village-owned land.	
3	From Port Chester Rye Brook Rye Town Chamber of Commerce	
VI	MINUTES	ACTION
1	Minutes from July 16, 2012	
2	Minutes from August 6, 2012	
3	Minutes from August 20, 2012 (To be provided)	
VI	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

TIME: _____



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Department of Public Works

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name: BOT Member

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

Review of Strategic Plan

AUTHORIZING VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH
 LUMEN LIGHT SOLUTIONS, LLC FOR LED LIGHTS

Summary

Background:

The Village of Port Chester has been considering converting its street lights to LED lights. Such a conversion would improve energy efficiency, accomplish cost-savings over time and reduce the Village's carbon footprint.

After a competitive bid process, the City of New Rochelle entered into an agreement with Lumen Light Solutions for such a conversion.

Pursuant to General Municipal Law, Section 103(16), the Village may "piggyback" onto this contract and bid. Several Westchester municipalities have contracted with Lumen in such cooperative manner. In exercising due diligence, the Village Attorney's office spoke with

representatives from managers and attorneys from these municipalities to confirm the procurement process and the satisfactory performance of the contractor.

In making the bid award, the resolution advances the Board's desire to move forward.

Proposed Action

Adopt the Resolution

Attachments

Resolution New Rochelle- Lumen Light Solutions Contract Irvington- Resolution to Piggyback on Lumen Light Solutions Contract Proposal- July 15, 2016 Draft Agreement for Port Chester E-Mail to Christopher Steers from Lumen
--

RESOLUTION

AUTHORIZING VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH
LUMEN LIGHT SOLUTIONS, LLC FOR LED LIGHTS

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 wishes to convert its streetlights to LED lights;
and,

WHEREAS, such a conversion to LED lights would improve the overall energy
efficiency of the Village, and save the Village money while reducing its carbon footprint; and,

WHEREAS, the City of New Rochelle publicly bid and let a contract for the “Furnishing,
Installation and Financing of Energy Efficient Street Lighting” in 2014 (Project 15-597-P2) to
the lowest responsible bidder, Lumen Light Solutions, LLC; and

WHEREAS, the contract specifically allowed for the use of the contract by other
municipalities, in accordance with the so-called “Piggybacking” provisions of General Municipal
Law section 103(16); and

WHEREAS, other municipalities in Westchester County such as the Village of Irvington,
have “piggybacked” on and used this contract without the financing option; and

WHEREAS, the Village of Port Chester wishes to enter into a purchase contract with
Lumen Light Solutions, under the same terms and conditions as the New Rochelle contract,
except for the financing option, to furnish and install energy efficient street lighting throughout
the Village. Now, therefore be it,

RESOLVED, to authorize the Village Manager to execute an agreement with Lumen
Light Solutions, LLC, with offices located at 969 Midland Avenue Yonkers, New York 10704,
to furnish and install energy efficient street lighting throughout the Village under the same terms
and conditions as the New Rochelle contract, known as Project 15-597-P2.

FURTHER RESOLVED, that funding for said project be appropriated from Street Light
Conversion-LED project 5.5180.200.2016.182.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

CITY OF NEW ROCHELLE

CONTRACT AGREEMENT --ENERGY PERFORMANCE CONTRACT--

CONTRACT NUMBER: 15-597-P2

1. THE CITY OF NEW ROCHELLE HEREBY NOTIFIES

Contractor: Lumen Light Solutions, LLC (“Lumen”, or “Contractor”)
Address: 969 Midland Avenue
Yonkers, New York 10704
Contact: Heather Cuffel
E-Mail: hcuffel@yonkerscontractingco.com
Phone: 914 378 8831 **Cell:** 914 804 5103

-
2. That Lumen’s **BID/PROPOSAL DATED August 13, 2014 in response to Project #15-597-P2 TO PROVIDE:** All labor, materials, equipment, and services for the design, implementation, and installation of an LED street lighting system to replace *City of New Rochelle’s* current high intensity discharge (HID) fixtures **HAS BEEN ACCEPTED AND LUMEN IS HEREBY DIRECTED TO FURNISH SAME IN ACCORDANCE WITH THE TERMS DESCRIBED HEREIN.**

3. TERM

Contractor shall perform the following Work and Services as mutually agreed and set forth herein, in this Agreement and detailed in the Schedule B “Scope of Work”:

- 3.A. Contractor shall Review the Streetlight Inventory/Audit performed by the City, as described in the Schedule B Section 1, for the purposes of determining the anticipated energy savings and location of replacement fixtures and development of an installation plan. Such phase shall be referred herein as the **“Inventory/Audit Review Period”** which shall commence within ten (10) business days of Contractor’s receipt of the “Notice to Proceed” and complete within a three month period.
- 3.B. Contractor shall commence installation of LED streetlights upon completion and acceptance of the Inventory Audit Review and development of an Installation Plan. This phase shall be referred to as the **“Installation Period”**. The City of New Rochelle shall provide any comments on the Installation Plan within ten (10) business days upon submission to the City. Installation shall be considered substantially complete when all streetlights listed in the Streetlight Inventory and included in the Installation Plan have been attempted to be replaced with LED luminaires and the status identified in the “Weekly Status Reports” provided by the Contractor to the CITY as further described in Schedule B Section 2. The Installation Period shall be Substantially Completed within nine months from commencement of Installation.

- 3.C. Upon Substantial Completion of the Installation Period, the **“Lease Period”** shall commence and shall extend for a seven-year period. The Contractor’s shall submit a Final Weekly Report which shall be followed by an Installation Report documenting the conversion status of all streetlights included in the Inventory Report.

All Work and Services under this Agreement shall be completed in accordance with the above timeframes unless otherwise terminated or extended in accordance with the provisions of this Agreement.

4. Any questions related to this Agreement may be referred to:

**City of New Rochelle
Department of Public Works
Alexander Tergis, Commissioner
515 North Avenue
New Rochelle, NY 10801
914-654-2126, fax 914-654-2195**

-
5. LUMEN SHALL **SIGN PAGE 3 AND RETURN THREE SIGNED ORIGINALS** of this Agreement to the CITY OF NEW ROCHELLE, 515 North Avenue, New Rochelle NY 10801. The CITY OF NEW ROCHELLE shall provide CONTRACTOR with a fully executed Agreement.
6. USE OF THE TERM “CITY” or “THE CITY” or “CUSTOMER” means THE CITY OF NEW ROCHELLE. The Term “Agreement” or “Contract” means and includes any and all of the following: 1) Contractor’s Bid/Proposal dated August 13, 2014; 2) Schedule “A” Standard Rider to Contracts, 3) Schedule “B” Scope-of-Work, and any additional documents defined herein or therein as comprising the Agreement or Contract. The term “Work” means the work, equipment, materials, and services specified and the obligations imposed upon Lumen under this Agreement. The term “Lumen” or “Contractor” means the person, vendor, firm, or corporation to whom the Agreement is awarded.
7. The CITY agrees to lease and at the conclusion of said lease period purchase, and the Contractor agrees to provide the LED street lighting system (**“Equipment”**), together with installation, and other services as provided herein, on the terms and conditions of this Agreement.

Once Substantial Completion of the LED street light installation has been achieved and documented with a Final Weekly Report as provided above, the City shall pay \$476,430 to the Contractor for each year during the Lease Period, as provided in Schedule B Section 3 of the Scope of Work, with payments totaling the amount of \$3,335,010.

Any payments made to Contractor shall be derived from the savings in energy costs as set forth in Schedule B hereto.

Payments may be withheld on account of any material breach of this Agreement by the Contractor, but only to the extent that written notice has been provided to the Contractor and the

Contractor has failed, within thirty (30) days after the date of receipt of such notice, to commence to cure such breach.

During the Installation Period, Contractor will perform the Work identified on **Schedule “B” Scope of Work (“Work”)**, supervise, direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. The Contractor shall pay for all labor, materials, Equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the execution and completion of the Work during the Installation Period, as set forth in this Agreement.

8. This Agreement includes the following Sections:

■ **Energy Performance Contract**

■ **Schedule A – “Standard Rider”**

1. Change Orders/Amendments
2. Order to Proceed
3. Progress & Completion
4. Termination & Default
5. Records & Accounts
6. Ownership of Materials
7. Assignment
8. Conflicts of Interest
9. Liens
10. EEO Policy Statement
11. Civil Rights
12. Non-Discrimination Clause
13. Labor Law
14. Materials and Workmanship
15. Waste Removal/Clean-up
16. Safety
17. Contractor’s Status
18. Entire Agreement
19. Governing Law
20. Counterparts
21. Dissemination of Information
22. Notices
23. Indemnification
24. Insurance
25. Force Majeure
26. Authority to do Business in New York
27. Representations and Warranties

■ **Schedule B – “Scope of Work”**

1. Inventory/Audit Review Period: Performance of the Comprehensive Energy Audit
2. Installation Period: Installation of LED Roadway Luminaires to Replace Existing
3. Lease Period & Payment
4. Energy Savings, Annual Review and Reimbursement/Reconciliation
5. Public Education Campaign
6. Effective Date of Payment Obligation: Certificate of Substantial Completion

7. Performance Security
8. Purchase of Equipment
9. Non-Appropriation of Funds
10. Energy Usage Records and Data
11. Permits and Approvals
12. Coordination During Installation
13. Systems Start-up and Equipment Commissioning

■ **Exhibits**

1. Bid Proposal Sheets
2. Warranties

(To be entered by City)

AGREED TO AND ACCEPTED THIS DAY OF _____

Month / Day / Year

The three lines below to be completed by /Contractor

im C.B. Strome

Charles B. Strome, III, City Manager

BY: _____
Print name of Authorized Representative of
Lumen Light Solutions, LLC (Lumen)

Title of Authorized Representative of
Lumen Light Solutions, LLC (Lumen)

Signature of Authorized Representative of
Lumen Light Solutions, LLC (Lumen)

APPROVED AS TO FORM

John W. Blawie

NEW ROCHELLE CORPORATION COUNSEL

DATE OF CITY COUNCIL APPROVAL: OCTOBER 7, 2014

- 7. Performance Security
- 8. Purchase of Equipment
- 9. Non-Appropriation of Funds
- 10. Energy Usage Records and Data
- 11. Permits and Approvals
- 12. Coordination During Installation
- 13. Systems Start-up and Equipment Commissioning

■ Exhibits


(To be entered by City)

AGREED TO AND ACCEPTED THIS DAY OF _____
 Month / Day / Year

The three lines below to be completed by /Contractor

 Charles B. Strome, III, City Manager

BY: _____
 Print name of Authorized Representative of
 Lumen Light Solutions, LLC (Lumen)

 Title of Authorized Representative of
 Lumen Light Solutions, LLC (Lumen)


 Signature of Authorized Representative of
 Lumen Light Solutions, LLC (Lumen)

APPROVED AS TO FORM

 NEW ROCHELLE CORPORATION COUNSEL

DATE OF CITY COUNCIL APPROVAL: <u>OCTOBER 7, 2014</u>

CITY OF NEW ROCHELLE



ENERGY PERFORMANCE CONTRACT

This Agreement for Energy Conservation Equipment (the “**Agreement**” or “**Contract**”) is made and entered into as this _____ day of _____, _____ by and between:

THE CITY OF NEW ROCHELLE (herein the “**CITY**”) and

LUMEN LIGHT SOLUTIONS, LLC (herein “**Contractor**”), 969 Midland Avenue, Yonkers NY 10704, a company doing business in New York, for the purpose of: the design and installation of certain energy saving equipment (“**Equipment**”) in order to save energy and reduce related costs for certain property owned by the CITY, and provision of other services described herein. The CITY and Contractor are also each referred to individually as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH

Whereas, the CITY owns and operates a street light system and desires to have energy saving equipment designed to reduce energy consumption and costs of the street light system associated with energy consumption; and

Whereas, the Contractor shall perform an **Inventory Audit Review** for the purpose of proposing energy efficient replacement lamps, photocells and other equipment and verifying that the proposed luminaires have the potential to generate energy savings; and

Whereas, the Contractor shall provide the CITY with a written report of the results of the Inventory Audit Review with the estimated energy savings aimed toward maximizing energy efficiency thereby resulting in cost savings; and

Whereas, the CITY desires to retain the Contractor to provide, install, lease and/or sell to it, certain energy efficiency equipment of the type or class described in the **Inventory Audit Review Report** and to provide the Services for the purpose of achieving energy cost reductions, as more fully set forth in Schedule B (“**Scope of Work**”); and

Whereas, the Contractor and the CITY have selected the Equipment on the basis of competitive quality, compliance with the CITY’s specifications, and Contractor’s price; and

Whereas, the CITY is authorized under Article 9 of the New York State Energy Law to enter into energy performance contracts; and

Whereas, required approval, clearance, and coordination has been obtained by the CITY from all applicable agencies and authorities;

Now, therefore, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the CITY and the Contractor hereto covenant and agree as follows:

DEFINITIONS. As used in this Agreement, the following words and terms shall have the respective meanings provided below.

- A. **BASELINE ENERGY USE:** A calculation of energy use of the street light system for a specified period that is used to project energy use had the Project not been implemented. It is calculated by taking the energy consumption for a similar period prior to Project implementation (as recorded in the Energy Use History) and adjusting it to reflect changes for agreed upon variables, in accordance with a methodology set forth in the accepted Comprehensive Energy Audit. (Energy use savings (“**Energy Savings**”) attributable to the Project are determined by subtracting actual energy use, calculated on a rated, not a metered, basis, from the Baseline Energy Use for comparable time periods.)
- B. **INVENTORY AUDIT REVIEW & ENERGY AUDIT:** An Inventory Audit consisting of a survey of all streetlights owned, operated, and maintained by the CITY was performed by the CITY and will be provided to the Contractor for the purpose of proposing Energy Conservation Measures and performing an ENERGY AUDIT that verifies that the proposed measures have the potential to generate Energy Savings. The results of the Inventory Audit Review & Energy Audit will be presented in a written report that includes a methodology for the calculation of the Baseline Energy Use and equipment counts, nameplate data, and control strategies.
- C. **ENERGY CONSERVATION MEASURE (ECM):** A measure to reduce energy use or costs, such as the installation of equipment or systems, or modification of equipment or systems, or revised operation procedures.
- D. **ENERGY PERFORMANCE CONTRACT (EPC):** A contract for an energy cost reduction project where the cost of implementing Energy Conservation Measures and any proposed ongoing energy services, including Energy Savings guarantees, and Measurement and Verification activities, is recovered through energy and energy-related cost savings. Financing may be provided directly by the CONTRACTOR or through Third-Party Financing, or a combination of both.
- E. **ENERGY LAW:** As defined in the New York State Energy Law.
- F. **ENERGY USE HISTORY:** A detailed summary of the annual energy consumption of a particular facility prior to project implementation. The history shall include energy use, demand, and cost data. Energy Use History is used to prepare the Baseline Energy Use.

- G. **MEASUREMENT AND VERIFICATION:** The process of monitoring and measuring the energy consumption of a facility or specific equipment or systems, both before and after Project implementation, to determine if guaranteed or Energy Savings are being and have been realized.
- H. **PROJECT:** An energy and energy-related cost reduction program that may include design, engineering, procurement, installation of Equipment, Measurement and Verification, and other services, as set forth in the Scope of Work (Schedule B).
- I. **THIRD-PARTY FINANCING:** Project financing provided to the municipality by an independent financial institution, rather than by the energy services company.
- J. **TOTAL PROJECT COST:** All costs associated with the development and implementation of an Energy Performance Contract, including, but not limited to: the Comprehensive Energy Audit; Energy Conservation Measure design, procurement and installation; financing fees; construction performance and payment bonds; interest charges; training of City staff; Measurement and Verification; project management; the Energy Savings guarantee; and Contractor overhead and profit.
- K. **ADDENDA and ADDENDUM** shall mean any additional or modified contract provisions issued in writing by CITY prior to the Notice of Acceptance of Proposal/Contract Award.
- L. **CITY,** shall mean the CITY OF NEW ROCHELLE
- M. **CONTRACT, CONTRACT DOCUMENTS, AGREEMENT, INVITATION TO BIDDERS** and the abbreviation ITB shall mean the Information for Bidders, Invitation to Bidders, Contractor's Bid/Proposal in response to ITB, Scope of Work, Performance and Payment Bond Forms (if applicable), Standard Terms and Conditions, the Energy Performance Contract, and all Schedules and Exhibits to such documents, each as attached hereto. In the event that there are any conflicts between the terms of any of the aforementioned documents, the terms of the Energy Performance Contract shall control.
- N. **CONTRACTOR, CONSULTANT, VENDOR, and PROPOSER** are synonymous and shall mean the Corporation, Firm, Partnership, Individual, or any combination thereof, who has submitted a Bid/Proposal accepted by CITY and which is a party to this Contract.
- O. **NOTICE** shall mean a written notice, demand, consent, approval or request.
- P. **NOTICE TO PROCEED** is the document issued by the CITY Project Manager informing the Vendor that they may begin the work. It is issued after: (a) the Vendor has submitted, and the CITY has accepted, the required bonds and insurance, if necessary; (b) the CITY has secured all required approvals; and (c) the Contract has been executed by all parties. The Notice to Proceed form is attached hereto as Exhibit _____.
- Q. **PROJECT, WORK, and SERVICES** are synonymous and shall mean all the required obligations of the Contractor hereunder, including but not limited to the performance of any labor or services, the supplying of any goods or materials, the furnishing of any other

resources or requirements or deliverables necessary to perform, accomplish, and complete this Contract's objectives as stated in the Scope of Work.

- R. PROJECT MANAGER shall mean the individual and/or his/her duly authorized representative who is designated by CITY to administer this contract.
- S. SUBCONTRACTOR shall mean an individual or organization that enters into a contract to furnish services or labor and materials or apparatus in connection with the Work directly or indirectly for or on behalf of the Contractor.
- T. SUBSTANTIAL COMPLETION shall mean that all streetlights listed in Inventory Audit Review Report have been attempted to be replaced with LED streetlight luminaires and the status identified in the "Weekly Status Reports" provided by the Contractor to the CITY.
- U. WORK: Collectively, the Equipment, professional services, procurement and project installation and construction related to the project.

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SCHEDULE "A" RIDER

SECTION 1 - CHANGE ORDERS/ AMENDMENTS

Changes or extra work, beyond Work specified under the Contract, may be authorized only by a written change order or by amendment issued by CITY and approved by the City Manager or his/her designee, if required, and accepted by Contractor. The CITY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement, or request Lumen to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of Lumen's compensation, which must be mutually agreed upon by and between the CITY and Lumen and shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate, the procurement process or this Agreement nor relieve or release Lumen or the CITY of any of its obligations under this Agreement unless expressly stated therein.

SECTION 2 - NOTICE TO PROCEED

The City shall issue a Notice to Proceed concurrent with delivery of a fully executed copy of this Contract to the Contractor. Contractor shall commence work within 10 business-days of acknowledging receipt. The Notice to Proceed form is attached hereto as Exhibit _____.

SECTION 3 - PROGRESS AND COMPLETION

The time limits provided in this Contract are of the essence. By executing the Contract, the Contractor confirms that the time limits set forth herein are reasonable for performing the Work. The Contractor shall proceed expeditiously with adequate work force and shall complete the Work within the period specified under the Contract in a satisfactory and proper manner, as reasonably determined by the CITY, according to professional industry standards.

Upon Substantial Completion, Contractor will have fully earned the Total Contract Price (\$3,335,010) which shall be payable in seven (7) equal annual installments. Payments shall be made in accordance with Schedule B, Section 3 ("Lease Period and Payments").

SECTION 4 – TERMINATION and DEFAULT

(a) Either Party may terminate this Contract on thirty (30) days written Notice (or a shorter period if 30 days is impracticable) for the CITY's failure to obtain any required approvals, clearances, and/or coordination with governmental or commercial entities as may be mandated by the subject matter of this Contract, the Services to be rendered, and/or the proposed financing thereof.

(b) Termination by CITY:

CITY may terminate the Contract during the Installation Period for the following reasons:

- i. Subject to the CITY's payment obligations set forth in this Section, the CITY may, upon thirty (30) days written notice, terminate this Agreement, but only to the extent that the CITY has provided written Notice to Contractor, and Contractor has failed, within thirty days of the receipt of such notice, to commence to cure the following:
 - a. Contractor's failure to make payment to laborers, material suppliers or Subcontractors;
 - b. Contractor's failure to use skilled workers in performing the Work; or
 - c. Contractor's failure to abide by applicable Federal, State, and/or Local laws and regulations, and/ or
- ii. The CITY may order Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the CITY may determine to be appropriate for its convenience. Any adjustments to the terms of the Contract caused by such suspension, delay or interruption may require increases to the Contract price, compensation, Contractor's fee, extension of the date of Substantial Completion and/or reimbursement of any increased costs directly attributable to such delay. Notwithstanding the foregoing, no such adjustments shall be made where the Parties agree that Contractor is responsible for the suspension, delay, or interruption of Work.

(c) Termination by Contractor during Installation Period:

- i. Contractor may terminate this Agreement if Contractor's performance becomes impracticable through no fault of Contractor, including where such impracticability arises from activities by the CITY, its employees or agents, where such impracticability relates to Contractor's inability to perform its obligations and not to Contractor's judgment as to convenience or the desirability of continued performance. Termination shall be effected by the Contractor delivering to the CITY at least thirty (30) days prior to the termination date, a Notice stating (i) that the Contractor is terminating this Agreement, (ii) the date as of which this Agreement will terminate, and (iii) all facts giving rise to the Contractor's right to terminate under this subsection and if City fails to cure the default within ____ days of written notice. A copy of the Notice shall be given to the Commissioner

(d) Termination for Default following Installation Period:

- i. Either Party may terminate this Agreement for breach of any material term herein to the extent that the terminating Party has provided written Notice to the other Party, and the other Party has failed, within thirty (30) days of the receipt of such notice, to commence

cure such breach. For clarity, material terms are those relating to Contractor's failure to perform Work during the Installation Period, as set forth herein and in the Scope of Work, and the CITY's obligations to pay the Contract price to Contractor.

(e) Obligations Upon Termination.

- i. Upon termination of this Agreement by either Party under Sections 4(a)-(c) above, the CITY shall, within 30 days of termination, pay Contractor for all Work executed up to the date of termination and for all verifiable losses, costs or expenses incurred by Contractor in connection with the executed Work.
- ii. In addition, if this Agreement is terminated during the Installation Period as a result of the fault of the CITY, Contractor shall have the right to repossess all Equipment provided to the CITY. If Contractor opts not to repossess such Equipment, the CITY shall pay the Contractor based on Contractor's costs as follows:
 - (a) the number of new lamps installed prior to termination based on the prices as set forth in the Bid document schedule
 - (b) the number new lamps contractor has ordered from the manufacturer for delivery and is committed to purchase; and
 - (c) any financing costs incurred to date and any additional financing costs incurred by Contractor as a direct result of early termination.
 - (d) an amount equal to the energy savings that will be realized from the fixtures installed by Contractor to compensate the Contractor for the loss of profit

Contractor shall prepare an analysis setting forth such sum for the CITY's acceptance.

Payment, if any, under this provision shall be made in full within 30-days of termination.

- iii. If this Agreement is terminated at any point after the Installation Period, the CITY shall pay to Contractor the balance of the full amount of the Contract Price (3,335,010 USD) paid as follows: the full amount of the energy savings realized by the CITY calculated on an annual basis shall be paid to Contractor by August 15 of each year until the amounts due under this provision are paid in full..

All Notices of termination/suspension shall be sent to the appropriate party at the addresses set forth in Section 22 (Notices) below.

SECTION 5 - RECORDS AND ACCOUNTS

Contractor shall maintain accurate records and accounts of Work under this Contract and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to CITY for payment. The CITY may make reasonable copies of Contractor Work for back-up and archival purposes. The CITY shall reproduce any such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies.

All CITY data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval for the CITY's computer systems) shall remain the property of the

CITY. Contractor shall not use the CITY data other than in connection with providing the Work/Services pursuant to this Agreement.

The Contractor shall maintain and retain, for a period of seven years following the date that is the later of (i) termination; or (ii) final payment, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually, pertinent to performance under this Agreement.

The Contractor acknowledges that Contractor Information in the CITY's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the CITY shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

SECTION 6 - OWNERSHIP OF MATERIALS

Upon the execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other materials produced pursuant to this Agreement, and any and all drafts and/or preliminary materials, in any format, to such items, shall become the exclusive property of the CITY.

Notwithstanding the foregoing, Contractor may use, reveal and disclose all reports, plans, studies and other documents and materials, "Work Product", the Deliverables (Comprehensive Energy Audit, Weekly and Annual Reports), the fact that it performed the Project on behalf of the CITY and the scope and results of the Project, including energy savings, without restriction.

Unless stated otherwise in this Agreement, Contractor retains all rights, title and interest including all intellectual property interests such as copyrights, patent rights, trademark rights and trade secret rights, in any pre-existing Contractor property intellectual property interests, which includes Contractor's Bid and all enclosures thereto. Contractor shall grant the CITY a non-exclusive, nontransferable, royalty-free, perpetual internal use license to use Contractor works that are incorporated into Deliverables.

SECTION 7 – ASSIGNMENT

Contractor shall not assign, transfer or otherwise dispose of its rights, privileges or responsibilities under the terms of this Contract, without CITY's prior written consent, such consent not to be unreasonably withheld. In the event there is no prior written consent from CITY such transfer, assignment, or other disposition shall be void. Notwithstanding the foregoing, Contractor may collaterally assign or grant a security interest as to rights to proceeds under this Agreement to the financial institution.

SECTION 8 - CONFLICTS OF INTEREST

The Contractor represents that:

- (a) The Contractor has not now, and will not acquire, any interest, direct or indirect, present or prospective, in the Project to which the Contractor's work relates or the real estate which is the subject of the Project, or in the immediate vicinity thereof, and Contractor has not employed nor will knowingly employ in connection with work to be performed hereunder any person or entity

having any such interest during the term of this Contract.

- (b) No officer, employee, agent or director of the CITY shall participate in any decision relating to this Contract which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any officer, agent, director or employee of the CITY have any personal interest, direct or indirect, in this Contract.
- (c) The Contractor shall cause, for the benefit of the CITY, every contract with any Subcontractor to include the representations contained in subsections (a) and (b) of this Section. The Contractor will take such action in enforcing such provisions as CITY may direct, or, at its option, assign such rights as it may have to the CITY for enforcement by CITY.

SECTION 9 LIENS

If any mechanic's or materialman's lien is filed against the materials and equipment installed by Contractor by reason of the work, service, or materials performed or furnished to Contractor, Contractor may contest such lien in good faith, but notwithstanding such contest, Contractor shall, within thirty (30) days after filing of the lien, cause such lien to be released of record by payment, bond or order of the court of competent jurisdiction. In the event of Contractor's failure to release of record any such lien within the aforesaid period, the City may remove said lien by paying the full amount thereof or by bonding or in any other manner City may deem appropriate, without investigating the validity thereof, and irrespective of the fact that Tenant may contest the propriety or the amount thereof, and Contractor, upon demand, shall pay the City the amount so paid out by the City in connection with the discharge of said lien, reasonable expenses incurred in connection therewith, including reasonable attorney's fees.

SECTION 10 - EEO POLICY STATEMENT

The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

1. Minority and Women-Owned Business Enterprises

The Contractor shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performances of this contract. As used in this Contract, the term "minority and woman-owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

SECTION 11- CIVIL RIGHTS

The Contractor agrees to comply with the CITY and the State of New York's civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section

504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

SECTION 12 - NON-DISCRIMINATION CLAUSE

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all of its employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 agency setting forth the provisions of this non-discrimination clause.

SECTION 13 - LABOR LAW

If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

SECTION 14 – MATERIALS AND WORKMANSHIP

The Contractor hereby agrees and guarantees that all Work furnished under the Contract will conform to the terms of this Contract, as to kind, quality, function, design and characteristics of materials and workmanship, and such conformance shall continue for one year from the date of Substantial Completion or the Contractor shall replace any defective material or workmanship without cost to CITY. In accordance with the provisions of Schedule B, in the event that Equipment provided under this Agreement fails to work during the Installation Period due to any reason other than failure of Equipment or defects in Contractor's workmanship, Contractor will promptly notify CITY of such damage so that the damage can be repaired by the CITY or ConEd.

SECTION 15 – WASTE REMOVAL/CLEAN-UP

The Contractor shall remove all waste material generated in connection with the Work from the property of the CITY. All waste material generated in connection with the Work shall become the property of the Contractor and shall be disposed of in compliance with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other outdoor areas of any waste material generated in connection with the Work.

SECTION 16 – SAFETY

The Contractor shall provide at its own cost and expense such safety devices for the protection of its employees, and those of any Subcontractor(s), the CITY, the public, and any other persons as may

be necessary and as may be reasonably required by the Project Manager, consistent with the Bid. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

SECTION 17 – CONTRACTOR’S STATUS

Contractor is an independent contractor, is not an employee of the CITY, and does not assume any right, privilege, or duties of any employee.

SECTION 18– ENTIRE AGREEMENT

This Contract, with its schedules and exhibits, integrates all agreements, representations and warranties prior to the date hereof, whether oral or written, between the parties, and constitutes the entire Contract between the parties hereto.

SECTION 19– GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions, and Article 9 of the New York State Energy Law. Moreover, Contractor shall comply with all applicable Local, State, and Federal laws and regulations in performing its obligations under this Contract. Unless otherwise specified in this Agreement, exclusive original jurisdiction for all claims or action with respect to this Agreement shall be in the Supreme Court of Westchester County and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens.

SECTION 20 – COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 21 - DISSEMINATION OF INFORMATION

No information concerning Contractor's work and services performed under this contract shall be disseminated to the general public, the news media, or any other person or organization, including public officials, prior to express approval by Contractor and/or the CITY.

SECTION 22 – NOTICES

Any Notice which may be or is required to be given under this Contract or by law must be in writing and signed and shall be either (i) delivered by hand (with a signed receipt), (ii) delivered by nationally recognized overnight courier, or (iii) sent by certified mail or registered mail, postage prepaid, return receipt requested to the parties at the following addresses:

(a) if to the CITY, to the City Manager and Corporation Counsel at 515 North Avenue, New Rochelle, NY 10801.

(b) if to Contractor, at Contractor’s address set forth above, or at such other address as Contractor

may designate in writing, and to James J. Veneruso, Veneruso, Curto, Schwartz & Curto, 35 Grassy Sprain Road, Suite 400, Yonkers, New York 10710.

Unless otherwise specified herein, all such Notices, properly addressed, will be deemed given and received on the date of delivery or refusal thereof.

SECTION 23 – INDEMNIFICATION

The Contractor shall be solely responsible for and shall indemnify and hold harmless the CITY, its officers and employees, (“Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions that result from the negligence or willful misconduct of the Contractor or a Contractor’s Agent, including, but not limited to, violations of the maintenance procedures and manufacturer recommendations for operation of equipment and Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or willful misconduct of the CITY.

The Contractor shall, upon the CITY’s demand and at the CITY’s direction, promptly and diligently defend, at the Contractor’s own risk and expense, any and all suits, actions, or proceedings which may be brought out of or in connection with any acts or omissions that result from the negligence or willful misconduct of the Contractor or a Contractor’s Agent or which are instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor’s indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

The Contractor shall, and shall cause Contractor Agents to, cooperate with the CITY in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

SECTION 24 – INSURANCE

Neither the Contractor nor any of its Subcontractors shall commence Work under this Contract until the Contractor has delivered certificates of insurance evidencing the insurance required by this Section and bearing notations evidencing the payment of premiums and coverage and amounts approved by CITY.

Required coverage for Services are indicated by a :

- a. The Contractor shall provide Worker's Compensation Insurance and Employer's Liability Insurance as required under the Worker's Compensation Law.
- b. Without limiting or restricting the provisions of Section 7, the Contractor shall maintain Commercial General Liability Insurance, listing CITY as an additional insured, in the minimum amount of \$ _____ in the aggregate, \$ _____ each incident, with a company or

companies licensed in New York State with an A or better Best Rating.

The Certificate of Insurance for the above coverage **must include the CITY Contract number**, bear a notation evidencing a **minimum of 10-day cancellation notice** to CITY, and **list the CITY of New Rochelle as an additional insured**.

- c. Where professional services are to be performed under this Contract, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 in the aggregate, \$1,000,000 per claim, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to CITY.

The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Contract and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the CITY reserves the right to consider this Agreement terminated as of the date of such failure.

In the event you receive notice from any third party that a cause of action or claim may be initiated against the CITY in connection with this agreement, Contractor agrees to give immediate written notice of same by certified mail, return receipt requested, to:

- (i) the City of New Rochelle _____
(ii) the Corporation Counsel's Office, _____

SECTION – 25 - FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, blackouts, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by the Contractor. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

SECTION 26 - AUTHORITY TO DO BUSINESS IN NEW YORK

Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. You may get additional information at: Department of State, Division of Corporations, 41 State Street, Albany, NY 12231 (518-473-2492).

SECTION 27 - REPRESENTATIONS AND WARRANTIES

A. Each Party warrants and represents to the other that:

- i. it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- ii. its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, applicable articles, authorities and instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized and it constitutes its legal, valid, and binding obligation;
- iii. its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under any other agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- iv. it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders or breach of any other agreement to which it is a party, which would materially and adversely affect its ability to perform hereunder.

B. Contractor Warranties:

- i. The Contractor warrants that all Equipment sold and installed during the Installation Period is new, will be free from defects in materials or workmanship, will be installed properly in a good and workmanlike manner, and in accordance with manufacturer's instructions.
- ii. The Contractor warrants that it has obtained a manufacturer's warranty for Equipment provided to the CITY under this Agreement in accordance with the Bid Documents as follows:

LED Roadway Luminaires (finish, driver and LEDs) - 10 years

LED Post Top Retrofits (driver and LED Bulb) – 5 years

Colonial Post Top Fixture (driver, LED bulb and finish) – 5 years

- Such warranties shall be in effect from the date of manufacturer's delivery to Contractor, which such delivery to occur after the Parties enter into this Agreement. During the Term of this Agreement, the Contractor will pursue rights and remedies against manufacturers of the Equipment under and subject to the terms of the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance. After completion of the Lease Period, the CITY will pursue rights and remedies against manufacturers of the Equipment under and subject to the terms of the warranties.
- iii. Notwithstanding the provisions of this Section 27(B)(ii) above, nothing in this Section shall be construed to alleviate/relieve the Contractor from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

C. CITY Warranties:

- i. The CITY represents, warrants and covenants that it will set aside all savings into an account

These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose.

SCHEDULE B
SCOPE OF WORK

- A. The Scope of Work shall be referenced by three Project periods/phases identified herein as follows and whose Terms are identified in this Schedule B and in Paragraph 3 of the Contract Agreement cover on page 2:
1. Inventory/Audit Review & Energy Audit Period (Section 1 below)
 2. Installation Period (Section 2 below)
 3. Lease Period (Section 3 below)

The Total Project Cost shall be fully covered by the energy savings generated by the proposed improvements, which shall consist of replacing the existing HID streetlights with LED luminaires as described herein.

- B. The CITY is assessed charges based on lamp information contained in the **CITY's Con Edison Street Light Database ("ConEd Database")** that was included with the ITB. This ConEd Database, was used as the basis of the Contractor's initial assessment of potential energy savings and which resulted in the anticipated energy savings identified in the Contractor's Bid/Proposal.
- C. Upon execution of this Agreement, CITY shall:
1. provide the most recent ConEd Database to the Contractor in excel format along with a summary of any changes made since issuing a copy of the ConEd Database with the ITB and if none have been made then a letter to that effect.
 2. provide Contractor access to the ConEd Database.
 3. not make any changes to the streetlights portion of the ConEd database for the term of this Agreement.
- D. Throughout the duration of this Agreement, the CITY shall provide its Con Edison and/or NYPA (or any successor energy provider) bill (hereinafter "**streetlight energy bill**") to Contractor on a monthly basis (within twenty (20) business days following receipt of the streetlight energy bill) for verification of energy costs and savings.

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DETAILED SCOPE OF WORK:

SCHEDULE B-

INVENTORY REVIEW/ENERGY AUDIT PERIOD

1. INVENTORY REVIEW/ ENERGY AUDIT PERIOD

Review of City-Performed Inventory & Baseline Energy Audit

1.A. **Inventory/Audit Review Period Commencement**

The Inventory/Audit Review Period will commence within ten (10) business days of Contractor's receipt of Notice to Proceed ("NTP") and shall be submitted to the CITY for review within three (3) months.

1.B. **Inventory/Audit Review Period**

The Contractor shall review the Inventory/Audit the CITY performed of streetlights owned, operated, and maintained by the CITY for the purpose of proposing Energy Conservation Measures and verifying that the proposed measures have the potential to generate energy savings. Contractor will present a written report that provides a *Baseline Energy Audit* hereinafter called the "**Inventory/Audit Report**".

1.C. **Inventory/Audit Report**

The *Inventory/Audit Report* shall include the methodology for the calculation of the Baseline Energy Use; a summary table that summarizes the existing equipment, equipment counts, new equipment and projected energy savings; and a detailed inventory of the existing streetlights that shows the existing lamp type, model, wattage, burn hours (as stated in the ConEd Database), ConEd identification information (ID number and/or lamp number), and location information. For each replacement lamp recommended, the Report shall provide the new lamp's model, wattage and performance characteristics of the equipment comprising the proposed measure. The new equipment shall provide consistent or better illumination as current equipment. This information shall constitute the "**Baseline Energy Audit**" ("**Audit**").

1.D. **ConEd Approval of Fixture Wattage**

As part of the Baseline Energy Audit, the Contractor shall provide cut sheets and other documentation required by Con Edison ("**ConEd**") to verify the wattage and quantity changes to ensure ConEd's acceptance of the replacement fixtures and facilitate changes in the ConEd database. The Contractor shall work with Con Edison to ensure Con Edison will approve each lamp type and its kilowatt hour usage based on product cut sheets submitted by the Contractor.

1.E. **City Electrical Bills to be Provided to Contractor**

For purposes of performing the Baseline Energy Audit, the CITY will provide its historical streetlight electric bills and any summary tables generated to show the electrical charges incurred and historic rate changes.

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1.F. Installation Plan

As part of the Baseline Energy Audit, an *Installation Plan* will be developed by Lumen and presented to the City along with the Baseline Energy Audit.

1.G. Inventory/Audit Report & Installation Plan Review by City

The CITY shall review the *Baseline Energy Audit* and *Installation Plan* progress submissions and provide comments to contractor within 30 calendar days of receipt.

1.H. Inventory/Audit Progress Meeting

Four months after NTP, the CITY and Contractor shall have an **Inventory/Audit Progress Meeting** to review Baseline Energy Audit and Installation Plan.

The CITY may, at its option, approve the completed portions of the Audit for installation to proceed for the completed and approved portion(s) of the Audit.

1.I. City Directed Lighting / Fixture Changes

During review of submitted portions of the *Baseline Energy Audit*, should the CITY identify any locations where it believes the lighting may not be sufficient, or where the CITY desires to increase or decrease the lighting, the CITY shall provide such notice to the Contractor in writing. All such modifications by the CITY should be identified during the Inventory Review/Audit Period and will result in modification of the Contract Price, Payment Terms and Energy Savings as described herein below.

SCHEDULE B–

INSTALLATION PERIOD

2. INSTALLATION PERIOD

Installation of LED Roadway Luminaires to Replace Existing Fixtures

2.A. Installation Period Commences

Once the Baseline Energy Audit and Installation Plan are accepted, the Installation Period shall begin. The CITY may, at its option, approve the completed portions of the Audit for installation to proceed for the completed and approved portion(s) of the Audit.

2.B. Installation Period Timeframe & Substantial Completion

The Installation Period shall be Substantially Completed within nine (9) months of approval of the Installation Plan. In the event the CITY approves completed portions of the Baseline Energy Audit and Installation Plan, during the Inventory/Audit Review Period, installation may have commenced concurrently with completing the Review/Audit.

2.C. Issues During Installation

During the Installation Period, if the Contractor encounters a non-functioning or damaged streetlight, the Contractor will report such damage to the CITY so that the damage can be repaired. Such damage will be included in the Weekly Report provided to the CITY, and

these items discussed in the Monthly Progress Meetings. If the LED luminaire can safely be installed, the Contractor will install the luminaire and report the issue; otherwise, the Contractor will return to install the LED luminaire once the damage is repaired. Repairs not effectuated prior to the Contractor reaching Substantial Completion shall be handled pursuant to Paragraph 2.L. below.

2.D. MPT

Contractor shall maintain and traffic and protect the public from damage to person and property within the limits of and for the duration of the contract. Traffic shall be maintained per specifications set forth in the New York State Manual of Uniform Traffic Control Devices (NYMUTCD) over a reasonably smooth traveled way which shall be so marked by signs, delineation, guiding devices and/or other methods. All signs, delineation and guiding devices used to maintain, protect and control traffic shall comply with MUTCD.

2.E. City Staff Training

During the Installation Period, the Contractor shall provide training for CITY staff in the operation and maintenance of the new streetlights. After Substantial Completion, the CITY, its employees, and subcontractors if any, shall be responsible for operation and maintenance of the new streetlights; however, any adjustments to the model of LED installed at any location will be provided to Lumen for entry in the Con Edison database.

2.F. ConEd Streetlight Database to Effectuate Savings

The Contractor will be provided access to the Con Edison data website that includes the CITY's street light database. Once a new streetlight lamp is installed in the field as approved by the CITY in the Audit, the Contractor will locate that record in the database and submit a change to the lamp type (LED), model number and rated wattage. This change will effect the required changes to generate the change in electric charges. It is understood that ConEd review, approval and effecting the change may require up to a 2-3 month processing time. Contractor will work with ConEd and the CITY to accomplish as expeditious a process as possible. Once Con Edison approves the change, the electric charges for that lamp will be adjusted. The CITY shall provide such assistance/support as may be necessary to obtain ConEdison and/or NYPA approvals as may be required.

2.G. Weekly Installation Report

Contractor is responsible for submitting to the CITY, on a weekly basis, a detailed itemized accounting of all work completed including changes to the database, hereinafter called the "Weekly Report".

2.H. Monthly Meetings

During the Installation Period, Monthly Meetings (“**Monthly Meetings**”) will be held to discuss progress, review Weekly Reports and discuss any issues which should include but not be limited to the status of any non-functioning existing streetlights requiring repairs by the CITY or Con Ed. Minutes of the meetings will be generated by the Contractor to document items discussed, status and any issues.

2.I. LED Streetlight Database – City Streetlight Database

The Audit will form the basis of a new streetlight database. During the Installation Period, Contractor shall record installation of each new light indicated in the database noting each light’s status as “installed” on a weekly basis. This new “**CITY Streetlight Database**” shall provide the new lamp model, wattage, burn hours (as provided by Con Edison as of the date hereof), GPS (XY Coordinate) locations for every street light, new installed lamp type, condition, pole number of location, cross street and ID number of lamp heads; and be formulated by using the CEA Inventory adding a field for confirmation of installation, installation date and date entered in the ConEd Database. Once all of the existing streetlights have been converted to LED luminaires, the CITY shall be provided a hardcopy of the complete new CITY Streetlight Database. A database file shall be provided in a graphical electronic format compatible with Arcview to the City which identifies location, ConEd ID number, City ID number and new fixture/bulb type.

2.J. Replacement Fixtures

Equipment provided under this Agreement shall provide consistent or better illumination as current equipment. The Installation Plan and Baseline Energy Audit will identify methodology for determination of the replacement fixture for review/concurrence by the CITY, and adjustment should the CITY desire. CITY understands that at any time after the Baseline Energy Audit is completed, any modifications to the models installed will impact the anticipated energy savings.

2.K. Final Weekly Report & Substantial Completion

At such a time as the Contractors’ Weekly Installation Reports show that all streetlights listed in Audit/Inventory have been attempted to be replaced with LED streetlight luminaires, the Report will indicate that Substantial Completion has been achieved and this shall be the Contractor’s “**Final Weekly Report**”. The CITY shall accept and acknowledge Substantial Completion within fifteen (15) business days of the final Monthly Meeting.

In the event that there remain lights on the “City Issues List” in accordance with Section 2.C above, such CITY-required repair or ConEd required repair remaining outstanding after notice of a non-functioning streetlight was provided in the Contractor’s Weekly Report shall not delay declaration of Substantial Completion.

For example, if there are one or more streetlights where the wiring or poles are damaged and require repair by the CITY or ConEd, but the Contractor has gone to the streetlight to replace the streetlight fixture and been unable to accomplish replacement, the non-

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functioning streetlight shall be noted such in the Weekly Report submission. If the CITY or ConEd fails to repair the streetlight such that the Contractor cannot return to accomplish the replacement before all remaining streetlights have been replaced, or attempted to be replaced, then the CITY shall acknowledge Substantial Completion without delay by Issuing the Certificate of Substantial Completion attached as Exhibit

During the Installation Period, if certain streetlight(s) require(s) immediate conversion from existing to LED streetlight luminaire, the CITY will notify Contractor, and Contractor will make reasonable efforts to complete within fifteen (15) business days.

2.L. Final Monthly Meeting & Punch List

Upon Substantial Completion, any remaining issues shall be assembled into a list and included with the Contractor's Final Weekly Report and a final Monthly Meeting held within ten (10) business days. These outstanding items ("punch list") shall not delay the CITY's issuance of Substantial Completion, but shall continue to be followed by Contractor and CITY during the first year of the Lease Period. At such time as all "punch list" items are resolved, Installation shall be 100% complete which shall constitute Final Completion of Installation.

2.M. The CITY and Contractor shall work together in good faith to facilitate progress of the Installation Period in accordance with Schedule A Section 3 and the "Term" identified herein and on pages 1-2 of this Agreement.

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SCHEDULE B-

LEASE PERIOD & PAYMENT

3. LEASE PERIOD AND PAYMENT

LED Streetlight System Leased to City

- 3.A. After acceptance of Work performed during the Installation Period by the CITY, as evidenced by the CITY's issuance of the Certificate of Substantial Completion, the seven (7) year Lease Period shall commence.
- 3.B. The new City Streetlight Database shall, as described above in Section 2, Paragraph J above, provide a complete listing of all streetlights provided to the CITY. Contractor shall confirm that the new City Streetlight Database and ConEd Streetlight database match upon Substantial Completion and upon 100% completion (after all existing streetlight streetlights have been replaced with LED streetlights) as noted in Section 2.L above.
- 3.C. The **Total Contract Price** in Contractor's Bid and Financing Proposal was based on the Quantities provided in the CITY's Bid Documents, and a copy of the "Bid Proposal (BP)" sheets is attached hereto as Exhibit ____.
- a. During the Inventory/Audit Review Period, Contractor will review the CITY's INVENTORY/AUDIT of the existing streetlights and compare the inventory to the ConEd Streetlight Database to generate a **Baseline Energy Audit** (Audit) as described in Section 1 above.
- b. During the Installation Period, the LED streetlights' installation date and confirmation of data entry into the ConEd Database will be recorded and GPS location information collected and added to the Baseline Energy Audit which will then constitute the New City Streetlights Database in accordance with Section 2 above.
- c. Should the quantity of streetlights installed exceed the Quantities included in the Bid Proposal sheet then Contract Price and payment to the Contractor will be adjusted accordingly based on Unit Prices as set forth in *Exhibit* ____.
- d. Should the CITY direct a replacement fixture other than the recommended fixture, the Total Contract Price will be adjusted based on the Unit Prices as set forth in *Exhibit* ____.

3.D. Subject to item 3.C above, the City shall pay Four Hundred Seventy-six Thousand Four Hundred Thirty (\$476,430.00) Dollars per year for each of the seven (7) years of the Lease Period to Contractor.

(1) The first annual payment shall be due sixty (60) days after Substantial Completion with an invoice submitted by the Contractor in the form as shown in Exhibit ___ (“First Payment Date”).

The first payment shall be in the amount of Four Hundred Seventy-six Thousand Four Hundred Thirty and 00/100 (\$476,430.00) Dollars; but, if the amount of the energy savings accrued as of the First Payment Date is less than said amount, payment shall be in the amount of the accrued energy savings to date. The City shall make monthly payments to the Contractor in the amount equaling the monthly energy savings until the total payment made to the Contractor equals Four Hundred Seventy-six Thousand Four Hundred Thirty and 00/100 (\$476,430.00) Dollars.

For example:

If substantial completion is reached January 31, then payment would be due March 31. If the amount of the energy savings realized as of March is greater than \$476,430.00, then the full payment should be made to the Contractor. However, if the amount of the energy savings realized is less, for the purposes of this example, if the savings were say \$400,000.00, then the full amount of the energy savings or \$400,000.00 would be paid to the Contractor on March 31; and, each subsequent month, the amount of the energy savings realized each month would be paid to the Contractor each month until the total payment equals \$476,430.00. The energy savings will be documented using the current monthly billing compared to the billing for the same period in the prior year. For example, if the March 2016 billing were \$32,000.00 and the March 2015 billing were \$82,000.00, then \$50,000.00 would be paid to the Contractor in April, with these monthly payments continuing until the full sum of \$476,430.00 is paid to the Contractor.

(2) Thereafter, the Contractor’s Invoice shall be submitted annually on the anniversary date of the first invoice. Payment shall be made promptly and in no event later than thirty (30) days after receipt of the Contractor’s Invoice.

Should the Total Contract price be adjusted as the result of Section 3.C above, then payments to the Contractor shall be adjusted accordingly. The Contractor shall be paid such that the payments spread the Total Contract Price into seven (7) equal payments made annually on the anniversary of Substantial Completion.

3.E. Any such payment that is more than 30 days overdue will accrue interest at a rate of the

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lesser of one and three quarters of one percent (1.75%) per month or the highest rate allowed by law.

- 3.F. Contractor shall provide and replenish an inventory of spare streetlights (“**spare inventory**”) as follows. At the conclusion of the Installation Period, upon acknowledgement of Substantial Completion, Contractor shall provide the CITY with a stock of _____ replacement cobraheads streetlights of various wattages in quantities proportional to those installed in the field, *which are included in the Contract Price.*
- 3.G. During the Lease Period, CITY shall be responsible for operation and maintenance of the streetlight system. This shall be handled as follows:
- (1) Luminaire Damaged – Should a luminaire/streetlight become damaged (ie through vandalism, traffic accident knocks down pole/arm). CITY shall, at its own cost, repair whatever necessary to replace the streetlight. CITY shall use a unit of the exact same model from the “spare inventory” and shall provide notice to Contractor that a unit of the spare inventory was used. Spare inventory used to replace damaged luminaires/streetlights will be replaced at the CITY’s cost based on the Unit Prices as set forth in _____.
 - (2) Luminaire Fails – Should a luminaire/streetlight fail for any reason, CITY shall first test that electrical power is provided to the pole and streetlight luminaire. So long as power is present, the photoelectric control (photocell) shall be tested to assure the photocell is functioning properly. If the photocell is not functioning then the luminaire will be on continuously in which case the photocell shall be replaced with the same model as originally installed. If the photocell is functioning, then the streetlight and photocell shall be removed and replaced with the exact same model of luminaire along with a new photocell of the same model as originally installed. CITY shall save the luminaire/streetlight and photocell in the condition as removed and provide the full unit and photocell to the Contractor along with a “Change/Return of Fixture” form. Contractor shall replace the unit via the manufacturer’s warranty as provided for in Schedule A Section 28 (Warranties).
- Contractor may investigate the malfunction with the manufacturer for the non-functioning luminaire and have it tested to determine the cause of the outage. If such tests determine the cause of the outage is not manufacturer’s defect, such as the outage was caused by excessive line voltage (ie electrical surge or lightning strike), then replacement shall fall under the “force majeure” provisions of Schedule A.
- 3.H. Modifications to City Streetlight System During Lease Period – After the Lease Period begins, should the CITY desire to make further changes to the installed LED streetlight luminaires, all such modifications / changes shall be discussed and coordinated with the Contractor in accordance with Schedule A Section 1 (Change Orders/Amendments). Contractor and CITY agree to work together in good faith to accommodate CITY’s desired modifications to the installed LED streetlight luminaires and that these changes

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will be accommodated at the CITY's expense based on the Unit Prices as reflected in Exhibit _____. Any such changes may affect the Energy Savings Generated and the CITY agrees that should CITY-requested changes affect the energy savings generated appropriate adjustments will be made to the Contractor's guarantee.

- 3.I. Additions to City Streetlight System During Lease Period – It is the CITY's intent to establish a standard for the CITY streetlight system that reflects an energy efficient system while minimizing maintenance and inventory requirements. During the term of this Agreement should additions to the CITY Streetlight System be made, the additions will be consistent with the LED roadway luminaires installed under this Agreement. CITY, or any developer or other entity adding CITY streets, shall purchase additional LED streetlight luminaires from Contractor at the unit prices indicated in Exhibit _____ or the then-current unit price for each of the models installed under this Agreement – or the then-equivalent model that provides equal or better energy efficiency and illumination. Any installation by Contractor shall be in accordance with Schedule A, Section 1 (Change Orders/Amendments).
- 3.J. In no event shall the CITY be liable to the Contractor for any other costs associated with the Project, except as set forth in this Schedule B (Scope of Work) and in Schedule A (including Sections 4 (Termination and Default) and 23 (Indemnification)) of the EPC. Payments made to Contractor shall be derived solely from the savings in energy costs guaranteed by the Contractor.

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SCHEDULE B-
ENERGY SAVINGS MONITORING

4. ENERGY SAVINGS, ANNUAL REVIEW, AND RECONCILIATION

Monitoring the City's Energy Savings

- 4.A. Lumen's Financing Proposal anticipated an energy savings of \$638,000 per annum for each year, which is subject to confirmation by the Baseline Energy Audit to be performed in accordance with Schedule B Section 1 above.
- 4.B. The Energy Savings will be calculated through the performance of the Baseline Energy Audit and based on actual streetlight electric usage billing information. The anticipated energy savings will be adjusted based on the actual streetlights owned and maintained by the CITY as confirmed during the Audit (described in Section 1 of this Schedule B). Should the CITY direct a different replacement than that recommended by the Contractor then the Energy Savings Guarantee will be adjusted if the CITY's directed replacement lamp changes the Energy Savings.
- 4.C. The Energy Savings stated in the Baseline Energy Audit shall be derived with no modifications to burn hours or lamp quantities after the Audit is completed. Adjustments to burn hours or lamp quantities shall not be made for the sole purpose of achieving the Energy Savings Guarantee.
- 4.D. Contractor shall monitor the Energy Savings achieved commencing with the Installation Period. The CITY understands that energy savings will be achieved during the Installation Period as the ConEd database is updated and changes effectuated; however, no specific amount of savings is guaranteed during the Installation Period.
- 4.E. Commencing on the date of Substantial Completion, which begins the Lease Period, an Annual Report shall be provided within ninety (90) days of the end of the year for the previous year for each anniversary of the Substantial Completion. The CITY acknowledges and agrees that the Annual Report is contingent on the CITY's provision of its monthly streetlight energy bills as set forth in this Scope of Work. The CITY acknowledges that changes to the LED models installed after completion of installation will modify the energy savings. Any such changes in fixture models shall be reported to the Contractor during the Lease Period using the "Fixture Change" Form.
- 4.F. Contractor will not be responsible for increases or decreases in the price of energy or delivery charges via ConEd or any other electrical provider.

5. Effective Date of Payment Obligation; Substantial Completion

Notwithstanding the above provisions, CITY shall not be required to begin any payments to Contractor under this Contract unless and until all equipment installation is completed by Contractor and accepted by CITY *as evidenced by the signed Certificate of Substantial Completion*. Substantial Completion shall be reached when the Equipment provided hereunder

is fully and properly functioning as defined by the term "Substantial Completion". The CITY acknowledges and agrees that minor or isolated degradations in functionality due to acts of God, accidents (including traffic accidents), and/or circumstances for which Contractor is not responsible (e.g., circumstances beyond Contractor's control such as: power failures, faulty wiring, etc.) shall not delay the issuance of the Certificate of Substantial Completion, notwithstanding accidents solely attributable to Contractor's negligence. Issuance of the first annual payment shall be deemed evidence of Substantial Completion in the event the CITY issues no other written concurrence.

6. Performance Security

6.A. The Contractor shall provide performance security (in a form acceptable to the Corporation Counsel) in the amount of \$2,900,000, which shall be released upon reaching Substantial Completion and/or payment of the first annual lump sum. The Contractor must promptly repair, replace, restore or rebuild, as the CITY may determine, any finished work in which defects of workmanship may appear, or to which damage may occur because of such defects, during the one-year period after Substantial Completion, except for the parts guarantee in 6.B below.

6.B. With the exception of damage due to force majeure, the Contractor shall provide a parts guarantee that includes providing all replacement streetlight luminaires, and any of its components, including but not limited to the lamp, casing or photocell as required and necessary to ensure that all lights are functional in accordance with the warranties specified in the bid documents and as set forth in Schedule A Section 27 (Representations and Warranties). Contractor shall provide a manufacturer's warranty as set forth in Schedule A, Section 28 that shall warranty the fixtures in accordance with the Bid documents as follows:

1. LED Roadway Fixtures (finish, driver and LEDs) - 10 years
2. LED Post Top Retrofits (driver and LED Bulb) – 5 years
3. Colonial Post Top Fixture (driver, LED bulb and finish) – 5 years

6.C. During the Installation Period, and as set forth in the EPC, the Contractor may investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the street light head and any of its components including but not limited to the LED array, LED driver, casing or photocell.

7. Purchase of Equipment

At the end of the Lease Period in accordance with this Agreement and Section 3 of this Scope of Work, upon full payment of the Total Contract Price, the Contractor shall surrender its interest in the Equipment to the CITY for One Dollar (\$1.00). The Contractor shall exercise its obligation to surrender its interest by giving Notice to the CITY and CITY shall pay said amount. By surrendering the Contractor's interest in the Equipment to the CITY in accordance with this Section 8, Contractor shall have no further duties or obligations pursuant to this Agreement.

8. Non-appropriation of Funds

8.A. The CITY anticipates that sufficient funds will be appropriated to cover the CITY's payment obligations under this Agreement. In the event no CITY or other funds are appropriated and budgeted, and funds are otherwise unavailable prior to commencement of Work or issuance of the Notice to Proceed, then the CITY will, in writing, immediately notify the Contractor of such occurrence and this Contract shall immediately terminate without penalty or expense to the CITY of any kind whatsoever, except as to the obligations set forth in Schedule A Section 4(e) of the EPC.

9. Energy Usage Records And Data

As part of this Agreement, including as required within this Schedule B "Scope of Work", the CITY has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the Term of this Contract to Contractor or its designee, upon its request, all of its records and complete data concerning energy usage.

10. Permits and Approvals

CITY shall use its best efforts to assist Contractor in obtaining all necessary permits and approvals for installation of the Equipment. In no event shall CITY, however, be responsible for payment of any permit fees. The Equipment and the operation of the Equipment by Contractor shall at all times conform to all applicable federal, state and local code requirements. Contractor shall furnish copies of each permit or license which is required to perform the work to the CITY before the Contractor commences the portion of the work requiring such permit or license. All CITY permits will be issued at no fee to the Contractor.

11. Coordination During Installation

The CITY and Contractor shall coordinate the activities of Contractor's equipment installers with those of the CITY, its employees, and agents. Contractor shall not commit or permit any act which will interfere with the performance of business activities conducted by the CITY or its employees without prior written approval of the CITY.

12. Systems Startup and Equipment Commissioning

The Contractor shall test the installed Equipment upon installation, and verify that the Equipment is fully and properly functioning as follows:

- (a) During installation, the Contractor shall remove existing streetlight and test wiring to assure that there is power to the street light head. If there is no power, Contractor will perform minor troubleshooting and, if not resolved, will cap any exposed wires that would otherwise attach to the streetlight and will notify the CITY of the malfunction. If there is power, Contractor will install the Equipment.

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- (b) Contractor shall cover the photocell, which should result in illumination of the luminaire. Contractor shall then remove the photocell cover, which should result in extinguishment of the luminaire. Upon confirmation of illumination and extinguishment, testing is complete and the luminaire and photocell shall be considered fully functional.
- (c) If the Equipment does not properly function, Contractor will troubleshoot by testing the Equipment with different photocells and luminaires. If the Equipment continues to malfunction, Contractor will install different, functioning, Equipment and return the malfunctioning Equipment to the manufacturer for a warranty replacement.
- (d) If malfunction results due to any reason other than failure of Equipment or defects in Contractor's workmanship, Contractor will promptly notify CITY of such defect and CITY will perform maintenance work to restore or, as applicable, to enable Contractor to restore, functionality.
- (e) Contractor will make appropriate records during installation, confirming pole numbers, light numbers, GPS coordinates, luminaire installed, and the condition of such installed luminaire as functioning/new. In the event that Equipment does not properly function after minor troubleshooting, such malfunction will be recorded instead of noting that the luminaire was installed, and the Contractor will note that CITY action is required.
- (f) At the end of each week, Contractor shall provide CITY with reasonably satisfactory documentary evidence that the Equipment installed is the Equipment specified in its original proposal by updating the Con Edison and New CITY Streetlight Databases.

EXHIBIT A

NOTICE TO PROCEED

CONTRACT #15-597-P2

Streetlight Conversion Project

The City of New Rochelle is pleased to be working with Lumen Light Solutions on this exiting project. Your contract in the amount of \$195,000 to furnish all labor, materials, equipment and services for the design, implementation and installation of an LED street lighting system was agreed to and accepted. In accordance with the Contract, work and services to be performed under this contract consist of three separate phases:

- 1) Inventory/Audit Period
- 2) Installation Period
- 3) Lease Period

These phases are detailed in Schedule B of the Contract.

This shall serve as your Notice to Proceed (NTP) with work in accordance with the Contract, commencing with the Inventory/Audit period.

The date for the commencement of the Inventory/Audit Phase is _____. In accordance with Schedule B, Section 1, this work is expected to be completed within two months.

A project kick-off meeting will be scheduled within the next two weeks. To assist with the Inventory/Audit Phase, in accordance with Schedule B Paragraph C, the Village will provide copies of the NYPA streetlight power billings for a period going back at least one full calendar year and the current year's billings to date and will request that Lumen be granted access by ConEd to the Villages ConEd streetlight database. The Village will provide copies of the NYPA billings during the term of the

On or about _____ (two months from this NTP), a meeting will be scheduled for Lumen to present the Inventory/Audit findings to the Village along with the Installation Plan.

Upon approval of the Inventory Audit Report and Installation Plan, Lumen shall commence the Installation Phase without delay.

If you have any questions or require additional information, please do not hesitate to contact _____ at _____. Thank you working with the Village on this important project.

SIGNED _____
Name

DATED: _____

EXHIBIT B

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT #15-597-P2

Streetlight Conversion Project

The Village of Elmsford is pleased to acknowledge Lumen's Substantial Completion of Work. Under the terms of this Contract, Lumen has completed conversion of the Village's streetlight system.

The Final Monthly (Project Progress) Meeting was held on _____.

This Certificate of Substantial Completion accepts all Work performed by Lumen under the terms of this Contract and acknowledges all work required during the Inventory/Audit and Installation Phases is completed.

Accordingly, the final contract phase – Lease Phase – has commenced and will proceed in accordance with Schedule B, Section 3.

During this Lease Period, the Village will provide copies of the NYPA streetlight power billings as received each month. The Village will coordinate any changes or modifications to the streetlight system through Lumen Light Solutions.

Thank you working with the Village on this important project.

SIGNED _____
Name

DATED: _____



INVOICE

Date

City of New Rochelle

RE: City of New Rochelle - Streetlight Conversion Project, Contract No. 15-597-P2
LEASE PERIOD INVOICE – YEAR 1

INVOICE NUMBER: _____

In accordance with Contract No. 15-597-P2, Lumen Light Solutions is substantially complete with the streetlight conversions, therefore, the "Lease Period" is now commencing. Accordingly, the Lease Payments are due and payable in the amount shown below per the Contract terms.

Total Contract Price \$3,335,010

Annual Lease Payment for 5 years: **\$476,430.00**

Payment is due and payable promptly by _____

Signed:

Heather Cuffel – Authorized Representative

Robert Craig – Authorized Representative

SECTION B
BID PROPOSAL

Westchester NY
Place 46-1368414
Fed. ID# (or SS#) 46-1368414

Proposal of Lumen Light Solutions
(hereinafter-called "Bidder") (a limited liability company corporation) a
partnership/ an individual doing business as 969 Midland Ave, Yonkers NY 10704

To the City of New Rochelle (hereinafter called Owner)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of
Furnish, Installation and Financing of Energy Efficient
Street Lighting, in the City of New Rochelle, Project # 15-597-P2

having examined the Bid Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Bid Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Bid Documents, of which this proposal becomes a part thereof.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within consecutive calendar days thereafter as stipulated in the Bid Documents. Bidder further agrees to pay as liquidated damages, the sum of \$ 100 for each consecutive calendar day there after that the work is not completed as hereinafter provided in the General and Special Conditions of the Contract Documents.

BIDDER :

PHONE # 914 378 8831

FAX # 914 378 8882

MOBILE # 914 804 5103

E-mail : hcuffel@yonkerscontractingco.com
rcraig@verdeclean.com

B-1

Ex C

Bidder acknowledges receipt of the following addendum (LIST ALL):

ADDENDUM	DATE	SIGNATURE OF PERSON SIGNING PROPOSAL
1. <u>none</u>		
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

TOTAL BID PRICE:

Bidder agrees to perform all of the furnish, installation

and financing of energy efficient street lighting in New Rochelle Elm Street work

described in the Bid Documents for the sum of \$ 3,120,000 - three million, one hundred twenty thousand dollars and no cents) (Amount shall be shown in both

words and figures. In case of discrepancy, the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute a formal contract with the Owner and deliver the required Insurance Coverage and Surety Bonds within ten (10) days thereafter.

The bid security attached in the sum of 5% of amount of bid \$ _____

is to become the property of the Owner in the event the required Bonds and Insurance are not provided and the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

BY: [Signature]
(Signature)

(SEAL - if Bid is by a corporation)

Authorized Representative
(Title)

CONTRACTOR'S QUALIFICATION STATEMENT

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

SUBMITTED TO: Commissioner of Public Works
 City of New Rochelle

SUBMITTED BY: Lumen Light Solutions LLC A Corporation
 A Co-Partnership
 An Individual

PRINCIPAL OFFICE: 969 Midland Ave Yonkers NY

914 378 8831 Tel: _____

PRINCIPAL OFFICERS

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Background Profession of Trade</u>
	Carl E Perrillo - Executive officer / President		general contracting
	Ciriaco C Manaco Jr - Vice President		electrical contracting

Persons or firms submitting bids must be engaged in the lines of work required in these specifications, or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability and financial standing, and also a statement as to their plant and machinery.

- How many years has your organization been in business as a general contractor under its present name? 2
- We normally perform _____% of the work with our own forces. List trades below:
- Have you ever failed to complete any work awarded to you? no if so, note where and why.
- List the major construction projects your organization has under way on this date.

5. DESIGNATION OF ASPHALTIC CONCRETE MIXING PLANT

Not applicable

Whenever asphaltic concrete paving is included in the scope of the contract, this form shall be completed in full and made a binding part of the Bidder's Proposal. In the event that the plant designated is not owned by the Contractor, before the award is made he shall be required to furnish a statement from the Plant Owner that the asphaltic concrete material required under the Contract will be furnished in accordance with the specifications, and at a rate sufficient to progress the work properly to the satisfaction of the Commissioner of Public Works.

All plant asphaltic concrete required under this contract will be manufactured at the plant of _____ located at _____ except that, in the event of an emergency, to be determined by the Commissioner of Public Works, the same may be manufactured elsewhere.

Bidder _____
 By _____
 Title _____

<u>Project</u>	<u>Owner</u>	<u>Architect</u>	<u>Contract Amount</u>	<u>Per Cent Complete</u>	<u>Scheduled Completion</u>
----------------	--------------	------------------	------------------------	--------------------------	-----------------------------

5. List five major projects your organization has completed in the past five years:

See qualifications statement / company information attached

6. List the construction experience of the principal individuals of your organization (particularly the Anticipated Project Supervisors):

<u>Individual's Name</u>	<u>Present Position or office</u>	<u>Years of Experience</u>	<u>Types of work for which responsible</u>	<u>In What Capacity</u>
--------------------------	-----------------------------------	----------------------------	--	-------------------------

See attached statement

7. Itemized list of Bidder's major plant and equipment:

see enclosed proposal

8. Bank References: *see enclosed*

9. Trade Association Membership: *N/A*

10. Attach State of Financial Conditions, including contractor's latest regular dated financial statement or balance sheet. *see enclosed*

Date of current statement or balance sheet: _____

Name of Firm preparing statement: _____

Dated at _____ this _____ day of _____ 19 _____

Name of Organization: _____

By: _____

Title: _____

STATE OF New York
COUNTY OF Westchester SS:

M^s Heather Cuffel being duly sworn

deposes and says that he is the Authorized Representative of

Lumen Light Solutions LLC contractor and

that answers to the foregoing questions and all statements therein contained are true and correct.

Heather Cuffel

SWORN TO BEFORE ME THIS 13th DAY OF August 18 2014

NOTARY PUBLIC Anna Spathos

Anna Spathos
Notary Public, State of New York
No. 01SP4728188
Qualified in Westchester County
Commission Expires Dec. 31, 2014

My Commission Expires: 12/31/14

CERTIFICATE OF CONTRACTOR'S
QUALIFICATION STATEMENT

CURRENT

I certify that (our) (my) Qualification Statement dated enclosed with submission
as on file with the Department of Public Works, City of New Rochelle, New York, is current
and that it reflects (our) (my) organization, operations, and financial status as of this
_____ day of _____ 19_____;

with the following exceptions:

STATE OF)
) SS:
COUNTY OF)

M _____ being duly sworn
deposes and says that he is the _____ of
_____ contractor and
that answers to the foregoing questions and all statements therein contained are true and
correct.

SWORN TO BEFORE ME THIS _____ DAY OF _____ 19_____

NOTARY PUBLIC

My Commission Expires:

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; non-collusive bidding certification.

- 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, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 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. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that Lumen Light Solutions LLC be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project

Project #15-597-P2 Furnishing, Installation and Financing
of Energy Efficient Street Lighting
(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section on-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

Deborah Giffel

The foregoing is a true and correct copy of the resolution adopted by _____
_____ corporation at a meeting of the
Board of Directors held on the _____ day of _____,
19____.

(SEAL OF THE CORPORATION)

Secretary

Laws of New York, 1965
Ch. 751, Sec. 103-d, as amended
effective September 1, 1965

NEW YORK STATE AFFIRMATIVE ACTION CERTIFICATION
(TO BE COMPLETED BY EACH BIDDER)

Bidder's Certifications: (See Section I, Part III)

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS CERTIFICATION

Lumen Light Solutions LLC
(Bidder)

certifies that:

1. it intends to use the following listed construction trades in the work under the contract

electrical union
_____ ; and,

2. a. as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the "Westchester County Plan" it will comply with the said County area within the scope of coverage of that Plan, those trades being:

electrical/lineman
_____ ; and/or,

b. as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both state and non-state) in the afore-mentioned area subject to these Bid Conditions, those trades being:

electrical/lineman
_____ ; and,

3. it will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontractor under this contract the subcontractor certification required by these Bid Conditions.

Matthew Pappalardo
(Signature of Authorized Representative of Bidder)

BIDS FOR:
 THE FURNISHING, INSTALLATION AND FINANCING OF ENERGY EFFICIENT STREET LIGHTING
 CITY OF NEW ROCHELLE, NEW YORK

ITEM NO	EXISTING FIXTURE ITEM TYPE	ESTIMATE OF QUANTITIES	EQUIVALENT LED FIXTURE: (MANUFACTURER & MODEL)	UNIT BID PRICE		AMOUNT BID (QUANTITY TIMES UNIT PRICE)	
				DOLLARS	CTS	DOLLARS	CTS
NR1	70 W HPS COBRA HEAD FIXTURE	4720.00	Phillips Hadco RX1 32 C11889A	331	95	1,566,332	00
NR2	150 W HPS COBRA HEAD FIXTURE	1080.00	Phillips Hadco RX1 48 C11889A	362	35	391,338	00
NR3	250 W HPS COBRA HEAD FIXTURE	315.00	Phillips Hadco RX1 64 C11889B	405	05	127,590	75
NR4	400 W HPS COBRA HEAD FIXTURE	60.00	Phillips Hadco RX2 128 C11889D	575	85	34,551	00
NR5	N/A	6175.00	RIPLY 6390LL-BK PHOTOCELLS	24	11	148,879	25
NR6	70 W HPS TOWN AND COUNTRY FIXTURE HEAD	270.00	Phillips Hadco Lumilox Post Top C11889E-A	1025	50	274,885	00
NR7	175 W MH RETRO FIT LAMP KIT FOR POST TOP FIXTURE HEAD	570.00	Phillips Hadco Lumilox Retrofit Kit CA5302F	665	60	379,392	00
NR8	NEW ROCHELLE MPT	LUMP SUM	MAINTENANCE AND PROTECTION OF TRAFFIC			25,032	00
				FORWARD		2,950,000	00

NOTE: HPS = HIGH PRESSURE SODIUM, MH = METAL HALIDE, MPT = MAINTENANCE AND PROTECTION OF TRAFFIC

**BIDDER'S PROPOSAL FOR:
THE FURNISHING, INSTALLATION AND FINANCING OF ENERGY EFFICIENT STREET LIGHTING
CITY OF NEW ROCHELLE, NEW YORK**

Note: The estimated quantities given below are approximate and are for the comparison of bids only. The City reserves the right to increase or decrease actual quantities by 30 percent whenever unit price in figures differs from the unit price for the same item as stated in words. The price in words will be considered to be the bid. Please make extensions, to show amount bid for each item and also page totals and contract total.

TOTAL NUMERICAL AMOUNT BID WITH FINANCING 5 YEARS PAYBACK:

TOTAL AMOUNT BID IN WORDS: three million two hundred twenty-five thousand dollars and no cents \$ 3,225,000.00

TOTAL NUMERICAL AMOUNT BID WITH FINANCING 7 YEARS PAYBACK:

TOTAL AMOUNT BID IN WORDS: three million three hundred sixty thousand dollars and no cents \$ 3,360,000.00

TOTAL NUMERICAL AMOUNT BID WITH FINANCING 10 YEARS PAYBACK:

TOTAL AMOUNT BID IN WORDS: three million seven hundred thousand dollars and no cents \$ 3,700,000.00

SIGNED BY: Heather Cuffed

TITLE: Authorized Representative

COMPANY NAME: Bumen Light Solutions LLC

DATE: August 13 2014

PHONE: 914 378 8831

FAX: 914 378 8882

BROUGHT FORWARD

DOLLARS

2,950,000

CTS

00

BIDS FOR:
 THE FURNISHING, INSTALLATION AND FINANCING OF ENERGY EFFICIENT STREET LIGHTING
 VILLAGE OF ELMFORD, NEW YORK

ITEM NO	EXISTING FIXTURE ITEM TYPE	ESTIMATE OF QUANTITIES	EQUIVALENT LED FIXTURE: (MANUFACTURER & MODEL)	UNIT BID PRICE		AMOUNT BID (QUANTITY TIMES UNIT PRICE)	
				DOLLARS	CTS	DOLLARS	CTS
E1	125 W MV COBRA HEAD FIXTURE	15.00	Phillips Hadco Rx1 32 C11889	357	05	5,367	75
E2	175 W MV COBRA HEAD FIXTURE	3.00	Phillips Hadco Rx 148 C11889A	388	35	1,165	05
E3	200 W MV COBRA HEAD FIXTURE	245.00	Phillips Hadco Rx 148 C11889A	388	35	95,145	75
E4	450 W MV COBRA HEAD FIXTURE	17.00	Phillips Hadco Rx2 128 C11889D	601	85	10,231	45
E5	58 W HPS COBRA HEAD FIXTURE	2.00	Phillips Hadco Rx1 32 C11889	357	05	715	70
E6	141 W HPS COBRA HEAD FIXTURE	2.00	Phillips Hadco Rx1 32 C11889	357	05	715	70
E7	146 W HPS COBRA HEAD FIXTURE	1.00	Phillips Hadco Rx1 32 C11889	357	05	357	85
E8	203 W HPS COBRA HEAD FIXTURE	2.00	Phillips Hadco Rx1 48 C11889A	388	35	776	70

NOTE: MV = MERCURY VAPOR, HPS = HIGH PRESSURE SODIUM

BIDS FOR:
 THE FURNISHING, INSTALLATION AND FINANCING OF ENERGY EFFICIENT STREET LIGHTING
 VILLAGE OF ELMSFORD, NEW YORK

ITEM NO	EXISTING FIXTURE ITEM TYPE	ESTIMATE OF QUANTITIES	EQUIVALENT LED FIXTURE: (MANUFACTURER & MODEL)	UNIT BID PRICE		AMOUNT BID (QUANTITY TIMES UNIT PRICE)	
				DOLLARS	CTS	DOLLARS	CTS
E9	313 W HPS COBRA HEAD FIXTURE	72.00	Philips Hadco RX1 64 C11889A B	431	05	31,035	60
E10	465 W HPS COBRA HEAD FIXTURE	4.00	Philips Hadco RX2 126 C11889D	601	85	2,407	40
E11	471 W HPS COBRA HEAD FIXTURE	2.00	Philips Hadco RX2 126 C11889D	601	85	1,203	70
E12	485 W HPS COBRA HEAD FIXTURE	9.00	Philips Hadco RX2 126 C11889D	601	85	5,416	65
E13	N/A	378.00	RIPLEY 6390LL-BK PHOTOCELLS	24	11	9,113	50
E14	ELMSFORD MPT	LUMP SUM	MAINTENANCE AND PROTECTION OF TRAFFIC			61,347	12
				FORWARD		170,000	00

NOTE: HPS = HIGH PRESSURE SODIUM, MPT = MAINTENANCE AND PROTECTION OF TRAFFIC

**BIDDER'S PROPOSAL FOR:
THE FURNISHING, INSTALLATION AND FINANCING OF ENERGY EFFICIENT STREET LIGHTING
VILLAGE OF ELMSFORD, NEW YORK**

Note: The estimated quantities given below are approximate and are for the comparison of bids only. The City reserves the right to increase or decrease actual quantities by 30 percent whenever unit price in figures differs from the unit price for the same item as stated in words. The price in words will be considered to be the bid. Please make extensions, to show amount bid for each item and also page totals and contract total.

BROUGHT FORWARD		DOLLARS	CTS
TOTAL NUMERICAL AMOUNT BID WITH FINANCING 5 YEARS PAYBACK:		170,000	00
TOTAL AMOUNT BID IN WORDS: two hundred thousand dollars and no cents	\$ 200,000.00		
TOTAL NUMERICAL AMOUNT BID WITH FINANCING 7 YEARS PAYBACK:			
TOTAL AMOUNT BID IN WORDS: two hundred and ten thousand dollars and no cents	\$ 210,000.00		
TOTAL NUMERICAL AMOUNT BID WITH FINANCING 10 YEARS PAYBACK:			
TOTAL AMOUNT BID IN WORDS: two hundred and fifty thousand	\$ 250,000.00		

SIGNED BY: Heather Cuffel

TITLE: Authorized Representative

COMPANY NAME: Lumen Light Solutions LLC

DATE: August 13, 2014

PHONE: 914 378 8831

FAX: 914 378 8882

RESOLUTION 2015-014

AUTHORIZATION TO PIGGYBACK ON A CONTRACT FOR ENERGY EFFICIENT STREET LIGHTING LET BY THE CITY OF NEW ROCHELLE

Trustee Gilliland offered the following resolution, which was seconded by Trustee Kehoe and adopted:

WHEREAS, the City of New Rochelle publicly bid and let a contract for the “Furnishing, Installation and Financing of Energy Efficient Street Lighting” in 2014 (Project 15-597-P2) to the lowest responsible bidder, Lumen Light Solutions; and

WHEREAS, the contract specifically allowed for the use of the contract by other municipalities in accordance with the so-called “Piggybacking” provisions of General Municipal Law section 103; and

WHEREAS, the Village of Irvington wishes to enter into a purchase contract with Lumen Light Solutions, under the same terms and conditions as the New Rochelle contract, to furnish and install energy efficient street lighting throughout the Village; now therefore be it

RESOLVED, to authorize the Clerk/Treasurer to issue a purchase order to Lumen Light Solutions in an amount not to exceed \$250,000 to furnish and install energy efficient street lighting throughout the Village under the same terms and conditions as the New Rochelle contract, known as Project 15-597-P2.

July 15, 2016

Village of Port Chester– Proposal to Piggyback

Energy Savings Estimate & Project Cost

Lumen Light Solutions is pleased to offer an extension of the terms included in the City of New Rochelle / Village of Elmsford Bid dated August 13, 2014 under the terms of the General Municipal Law Section 103. By virtue of including the Village of Elmsford as well as the appropriate “piggyback” language in the bid document, Lumen is pleased to be able to extend the same unit pricing and terms.

ENERGY SAVINGS CALCULATION

Based on the ConEd Westchester Streetlight Database provided, Lumen Light Solutions has performed an analysis for converting the entire streetlight system to Philips LED Roadway Luminaires. These fixtures were selected by the City of New Rochelle after arduous research and testing.

Municipalities are billed by NYPA based on a production and delivery charge for Westchester Street Lighting under Service Classification 66. A rate of 23-cents per watt was specified to be used, and is reflective of the current 2014 and 2015 base rates for combined ConEd Delivery and NYPA Production.

CURRENT SYSTEM						
	Count	ABH	KWH	Energy Rate	Annual Cost	
Various HID Fixtures per WSLDB	1856	4270	1,333,831.00	\$ 0.23	\$ 306,781	
NEW						
Fixture	LED Watts	Quantity	ABH	KWH	Energy Rate	Annual Cost
RFS 35W	38	1060	4270	171,995.60		
RFS 54W	54	209	4270	48,191.22		
RFM 72W	73	41	4270	12,780.11		
RFM 108W	106	465	4270	210,468.30		
RFL 180W	174	81	4270	60,181.38		
				503,616.61	\$ 0.23	\$ 115,832
SAVINGS (annually)			830,214.39	kwh	=	\$ 190,949
			62%			62%

As the energy rate increases going forward so will the energy savings; however this proposal does not attempt to forecast the future price of energy nor the rate charged to municipalities by ConEd for delivery or NYPA for provision of energy. Therefore, the proposal is based on today’s known rate.

Likewise, savings does not include any maintenance savings realized nor refunds due to database corrections.

COST OF PROJECT CALCULATION

The project cost for auditing the system and reviewing the developed replacement program with the Village, furnishing and installing the fixtures is based on the piggy-backing provision of the New Rochelle bid, and is shown in the table below:

	Philips LED Equivalent	Quantity	Unit Price *	Total
HPS 70W equivalent	RFS 35W 1LED 4K	1060	336.15	\$ 356,319.00
HPS 100W equivalent	RFS 54W 16LED 4K	209	341.25	\$ 71,321.25
HPS 150W equivalent	RFM 72W 32LED 4K	41	377.35	\$ 15,471.35
HPS 250W equivalent	RFM 108W 48LED 4K	465	420.15	\$ 195,369.75
HPS 400W equivalent	RFL 180W 80LED 4K	81	564.5	\$ 45,724.50
Photocells (extra life)		1856	24.11	\$ 44,748.16
<i>Decorative Acorns</i>	<i>Replacement (Q est)</i>	100	2000	\$ 200,000.00
MPT		1956	16.79	\$ 32,841.24
			TOTAL PROJECT COST	\$ 961,795.25

The Unit Price is being extended from the New Rochelle contract pricing.

Scope of Services – included in Project Cost

“Furnishing, Installation and Financing of Energy Efficient Street Lighting” – a full-service, turn-key approach:

- 1. Perform Audit & Develop Audit Report with Replacement Plan**
 – key to effective conversion and matching existing lighting levels is knowing what is really in the field. The Audit Report will: detail field conditions compared to the inventory; assist development of a detailed replacement plan; facilitate the system mapping to expedite installation; and confirm the energy savings.

 Actual lighting levels will be mapped providing the opportunity to see what actually exists in the field and make adjustments based on the desired lighting plan.
- 2. Furnish of LED Cobraheads** (and decorative fixtures, quantity to be confirmed on Audit)
 – order the fixtures in a manner consistent with the inventory required to accomplish the installation plan, receive delivery and store fixtures until installed.
- 3. Install fixtures** – in a one-for-one replacement in accordance with the Conversion/Replacement Plan.
- 4. Effectuate Savings / Update ConEd Database** – To develop the Audit Report and Replacement Plan, Lumen painstakingly matches the records in the ConEd database to the lights in the field, converts each fixture and then modifies the appropriate record to realize energy savings.
- 5. Provide a Streetlight Database** that provides a mapping and tracking tool for the LED inventory in both a GIS format compatible with ArcView, if desired, and in a GoogleEarth mapping for ease of use by DPW crews.

VILLAGE OF PORT CHESTER CONTRACT AGREEMENT

CONTRACT NUMBER:2015-02

1. THE TOWN OF PORT CHESTER HEREBY NOTIFIES

Contractor: Lumen Light Solutions, LLC (“Lumen”, or “Contractor”)
Address: 969 Midland Avenue
Yonkers, New York 10704
Contact: Heather Cuffel
E-Mail: hcuffel@yonkerscontractingco.com
Phone: 914 378 8831 **Cell:** 914 804 5103

-
2. That the VILLAGE OF PORT CHESTER accepts Lumen’s offer submitted January 15, 2015, to extend the terms, under NYS General Municipal Law Section 103, of Lumen’s **BID/PROPOSAL DATED August 13, 2014 in response to City of New Rochelle Project #15-597-P2 to provide:** All labor, materials, equipment, and services for the design, implementation, and installation of an LED street lighting system to replace current high intensity discharge (HID) fixtures. LUMEN IS HEREBY DIRECTED TO FURNISH SAME IN ACCORDANCE WITH THE TERMS DESCRIBED HEREIN.

The VILLAGE agrees to purchase, and the Contractor agrees to provide the LED street lighting system (“**Equipment**”), together with installation, and other services as provided herein, on the terms and conditions of this Agreement for the sum of **\$961,795.25**, with payments made under the provisions of Schedule B, Section 3, Paragraph B.

During the Installation Period, Contractor will perform the Work identified on **Schedule “B” Scope of Work (“Work”)**, supervise, direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. The Contractor shall pay for all labor, materials, Equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the execution and completion of the Work during the Installation Period, as set forth in this Agreement.

3. TERM

Contractor shall perform the following Work and Services as mutually agreed and set forth herein, in this Agreement and detailed in the Schedule B “Scope of Work”:

- 3.A. Contractor shall perform a Streetlight Inventory/Audit, as described in the Schedule B Section 1, for the purposes of determining the anticipated energy savings and location of replacement fixtures and development of an installation plan. Such phase shall be referred herein as the “**Inventory/Audit Period**” which shall commence upon receipt of the “Notice to Proceed” and complete within a two (2) month period.

7/15/16

- 3.B. Contractor shall commence installation of LED streetlights upon completion of the Inventory Audit Period and development of an Installation Plan. This phase shall be referred to as the **“Installation Period”**. The VILLAGE OF PORT CHESTER shall provide any comments on the Installation Plan within thirty (30) business days upon submission to the VILLAGE. Installation shall be considered substantially complete when all streetlights listed in the Streetlight Inventory and included in the Installation Plan have been attempted to be replaced with LED luminaires and the status identified in the “Weekly Status Reports” provided by the Contractor to the VILLAGE as further described in Schedule B Section 2. The Installation Period shall be Substantially Completed within two (2) months from commencement of Installation.

Upon Substantial Completion of the Installation Period, the Contractor shall submit a Final Weekly Report which shall be followed by an Installation Report documenting the conversion status of all streetlights included in the Inventory Report.

All Work and Services under this Agreement shall be completed in accordance with the above timeframes unless otherwise terminated or extended in accordance with the provisions of this Agreement.

4. Any questions related to this Agreement may be referred to:

VILLAGE OF PORT CHESTER
Village Manager
Christopher D. Steers
222 Grace Church Port Chester
NY 10573
914-939-2200, fax 914-937-3169

5. The VILLAGE OF PORT CHESTER shall provide CONTRACTOR with a fully executed Agreement.
6. USE OF THE TERM “VILLAGE” or “THE VILLAGE” or “CUSTOMER” means THE VILLAGE OF PORT CHESTER. The Term “Agreement” or “Contract” includes any and all of the following:
1) Contractor's Bid/Proposal to the City of New Rochelle and Village of Elmsford dated August 13, 2014;
2) Schedule “A” Standard Rider to Contracts, 3) Schedule “B” Scope-of-Work, and any additional documents defined herein or therein as comprising the Agreement or Contract. The term “Work” means the work, equipment, materials, and services specified and the obligations imposed upon Lumen under this Agreement. The term “Lumen” or “Contractor” means the person, vendor, firm, or corporation to whom the Agreement is awarded.
7. Payments may be withheld on account of any material breach of this Agreement by the Contractor, but only to the extent that written notice has been provided to the Contractor and the Contractor has failed, within thirty (30) days after the date of receipt of such notice, to commence to cure such breach.

7/15/16

8. This Agreement includes the following Sections:

■ **Definitions**

■ **Schedule A – “Standard Rider”**

1. Change Orders/Amendments
2. Notice to Proceed
3. Progress & Completion
4. Termination & Default
5. Records & Accounts
6. Ownership of Materials
7. Assignment
8. Conflicts of Interest
9. Liens
10. EEO Policy Statement
11. Civil Rights
12. Non-Discrimination Clause
13. Labor Law
14. Materials and Workmanship
15. Waste Removal/Clean-up
16. Safety
17. Contractor’s Status
18. Entire Agreement
19. Governing Law
20. Counterparts
21. Dissemination of Information
22. Notices
23. Indemnification
24. Insurance
25. Force Majeure
26. Authority to do Business in New York
27. Representations and Warranties

■ **Schedule B – “Scope of Work”**

1. Inventory/Energy Audit Period
2. Installation Period: Installation of LED Roadway Luminaires to Replace Existing
3. Payment
4. Performance Security
5. Non-Appropriation of Funds
6. Energy Usage Records and Data
7. Permits and Approvals
8. Coordination During Installation
9. Systems Start-up and Equipment Commissioning

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■ **Exhibits**

- A. Notice to Proceed
- B. Certificate of Substantial Completion
- C. Release & Waiver for Stored Materials”, Copy of the Order Release and an Invoice for Partial Payment
- D. Invoice
- E. Proposal to Village of Port Chester & Attached BP Sheets 3&4 from City of New Rochelle Bid.

(To be entered by VILLAGE)

AGREED TO AND ACCEPTED THIS DAY OF _____

Month / Day / Year

The three lines below to be completed by /Contractor

On behalf of the Village of Port Chester

BY: Print name of Authorized Representative of
Lumen Light Solutions, LLC (Lumen)

Title of Authorized Representative of
Lumen Light Solutions, LLC (Lumen)

Signature of Authorized Representative of
Lumen Light Solutions, LLC (Lumen)

APPROVED AS TO FORM

PORT CHESTER VILLAGE COUNSEL

DATE OF VILLAGE BOARD OF TRUSTEES APPROVAL February 5, 2015

VILLAGE OF PORT CHESTER



DEFINITIONS

DEFINITIONS. As used in this Agreement, the following words and terms shall have the respective meanings provided below.

- A. **BASELINE ENERGY USE:** A calculation of energy use of the street light system for a specified period that is used to project energy use had the Project not been implemented. It is calculated by taking the energy consumption for a similar period prior to Project implementation (as recorded in the Energy Use History) and adjusting it to reflect changes for agreed upon variables, in accordance with a methodology set forth in the accepted Comprehensive Energy Audit. (Energy use savings (“**Energy Savings**”) attributable to the Project are determined by subtracting actual energy use, calculated on a rated, not a metered, basis, from the Baseline Energy Use for comparable time periods.)
- B. **INVENTORY & ENERGY AUDIT:** An Inventory Audit consisting of a survey of all streetlights owned, operated, and maintained by the VILLAGE will be performed by the Contractor for the purpose of proposing Energy Conservation Measures and performing an ENERGY AUDIT that verifies that the proposed measures have the potential to generate Energy Savings. The results of the Inventory/Energy Audit will be presented in a written report that includes a methodology for the calculation of the Baseline Energy Use and equipment counts, nameplate data, and control strategies.
- C. **ENERGY CONSERVATION MEASURE (ECM):** A measure to reduce energy use or costs, such as the installation of equipment or systems, or modification of equipment or systems, or revised operation procedures.
- D. **ENERGY PERFORMANCE CONTRACT (EPC):** A contract for an energy cost reduction project where the cost of implementing Energy Conservation Measures and any proposed ongoing energy services, and Measurement and Verification activities, is recovered through energy and energy-related cost savings. Financing may be provided directly by the CONTRACTOR or through Third-Party Financing, or a combination of both.
- E. **ENERGY LAW:** As defined in the New York State Energy Law.
- F. **ENERGY USE HISTORY:** A detailed summary of the annual energy consumption of a particular facility prior to project implementation. The history shall include energy use, demand, and cost data. Energy Use History is used to prepare the Baseline Energy Use.

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- G. **MEASUREMENT AND VERIFICATION:** The process of monitoring and measuring the energy consumption of a facility or specific equipment or systems, both before and after Project implementation, to determine if guaranteed or Energy Savings are being and have been realized.
- H. **PROJECT:** An energy and energy-related cost reduction program that may include design, engineering, procurement, installation of Equipment, Measurement and Verification, and other services, as set forth in the Scope of Work (Schedule B).
- I. **TOTAL PROJECT COST:** All costs associated with the development and implementation of an Energy Performance Contract, including, but not limited to: the Comprehensive Energy Audit; Energy Conservation Measure design, procurement and installation; financing fees; construction performance and payment bonds; interest charges; training of VILLAGE staff; Measurement and Verification; project management; the Energy Savings guarantee; and Contractor overhead and profit.
- J. **ADDENDA and ADDENDUM** shall mean any additional or modified contract provisions issued in writing by VILLAGE prior to the Notice of Acceptance of Proposal/Contract Award.
- K. **VILLAGE**, shall mean the VILLAGE OF PORT CHESTER
- L. **CONTRACT, CONTRACT DOCUMENTS, AGREEMENT, INVITATION TO BIDDERS** and the abbreviation ITB shall mean the Information for Bidders, Invitation to Bidders, Contractor's Bid/Proposal in response to ITB, Scope of Work, Performance and Payment Bond Forms (if applicable), Standard Terms and Conditions, the Energy Performance Contract, and all Schedules and Exhibits to such documents, each as attached hereto. In the event that there are any conflicts between the terms of any of the aforementioned documents, the terms of the Energy Performance Contract shall control.
- M. **CONTRACTOR, CONSULTANT, VENDOR, and PROPOSER** are synonymous and shall mean the Corporation, Firm, Partnership, Individual, or any combination thereof, who has submitted a Bid/Proposal accepted by VILLAGE and which is a party to this Contract.
- N. **NOTICE** shall mean a written notice, demand, consent, approval or request.
- O. **NOTICE TO PROCEED** is the document issued by the VILLAGE Project Manager informing the Vendor that they may begin the work. It is issued after: (a) the Vendor has submitted, and the VILLAGE has accepted, the required bonds and insurance, if necessary; (b) the VILLAGE has secured all required approvals; and (c) the Contract has been executed by all parties.
- P. **PROJECT, WORK, and SERVICES** are synonymous and shall mean all the required obligations of the Contractor hereunder, including but not limited to the performance of any labor or services, the supplying of any goods or materials, the furnishing of any other resources or requirements or deliverables necessary to perform, accomplish, and complete this Contract's objectives as stated in the Scope of Work.

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- Q. PROJECT MANAGER shall mean the individual and/or his/her duly authorized representative who is designated by VILLAGE to administer this contract.
- R. SUBCONTRACTOR shall mean an individual or organization that enters into a contract to furnish services or labor and materials or apparatus in connection with the Work directly or indirectly for or on behalf of the Contractor.
- S. SUBSTANTIAL COMPLETION shall mean that all streetlights listed in Inventory/Energy Audit Report have been attempted to be replaced with LED streetlight luminaires and the status identified in the “Weekly Status Reports” provided by the Contractor to the VILLAGE.

(Note — “attempted to be replaced” is used in the context of all streetlights inventoried and identified for replacement will be replaced; however, in the event that a light is unable to be replaced due to outstanding issues/repairs pursuant to Schedule B, paragraph 2.K, then this shall not delay the declaration of Substantial Completion.)

- T. WORK: Collectively, the Equipment, professional services, procurement and project installation and construction related to the project.

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SCHEDULE "A"
RIDER

SECTION 1 - CHANGE ORDERS/ AMENDMENTS

Changes or extra work, beyond Work specified under the Contract, may be authorized only by a written change order or by amendment issued by VILLAGE and approved by the VILLAGE Project Manager or his/her designee, if required, and accepted by Contractor. The VILLAGE may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement, or request Lumen to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of Lumen's compensation, must be mutually agreed upon by and between the VILLAGE and Lumen and shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate, the procurement process or this Agreement nor relieve or release Lumen or the VILLAGE of any of its obligations under this Agreement unless expressly stated therein.

SECTION 2 - NOTICE TO PROCEED

The VILLAGE shall issue a Notice to Proceed concurrent with delivery of a fully executed copy of this Contract to the Contractor. Contractor shall commence work within ten (10) days of acknowledging receipt. The Notice to Proceed form is attached hereto as Exhibit A.

SECTION 3 - PROGRESS AND COMPLETION

The time limits provided in this Contract are of the essence. By executing the Contract, the Contractor confirms that the time limits set forth herein are reasonable for performing the Work. The Contractor shall proceed expeditiously with adequate work force and shall complete the Work within the period specified under the Contract in a satisfactory and proper manner, as reasonably determined by the VILLAGE, according to professional industry standards.

Payments shall be made in accordance with Schedule B, Section 3.

SECTION 4 – TERMINATION and DEFAULT

(a) Termination by VILLAGE:

VILLAGE may terminate the Contract during the Installation Period for the following reasons:

- i. Subject to the VILLAGE’s payment obligations set forth in this Section, the VILLAGE may terminate this Agreement, except that in the following circumstances, termination is effective only if the VILLAGE has provided written Notice to Contractor, and Contractor has failed, within thirty days of the receipt of such notice, to commence to cure the following:
 - a. Contractor’s failure to make payment to laborers, material suppliers or Subcontractors;
 - b. Contractor’s failure to use skilled workers in performing the Work, and/or
 - c. Contractor’s failure to abide by applicable Federal, State, and/or Local laws and regulations.
- ii. The VILLAGE may order Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the VILLAGE may determine to be appropriate for its convenience for a period of up to 6 months. Any adjustments to the terms of the Contract caused by such suspension, delay or interruption may require increases to the Contract price, compensation, Contractor’s fee, extension of the date of Substantial Completion and/or reimbursement of any increased costs directly attributable to such delay. Notwithstanding the foregoing, no such adjustments shall be made where the Parties agree that Contractor is responsible for the suspension, delay, or interruption of Work.

(b) Termination by Contractor during Installation Period:

- i. Contractor may terminate this Agreement if Contractor’s performance becomes impracticable through no fault of Contractor, including where such impracticability arises from activities by the VILLAGE, its employees or agents, where such impracticability relates to Contractor’s inability to perform its obligations and not to Contractor’s judgment as to convenience or the desirability of continued performance. Termination shall be effected by the Contractor delivering to the VILLAGE at least thirty (30) days prior to the termination date, a Notice stating (i) that the Contractor is terminating this Agreement, (ii) the date as of which this Agreement will terminate, and (iii) all facts giving rise to the Contractor’s right to terminate under this subsection and if VILLAGE fails to cure the default within thirty (30) days of written notice. A copy of the Notice shall be given to the Commissioner

(c) Obligations Upon Termination.

- i. Upon termination of this Agreement by either Party under Sections 4(a)-(b) above, the VILLAGE shall, within thirty (30) days of termination, pay Contractor for all Work executed up to the date of termination and for all fixtures purchased or committed to be purchased and all fixtures will be provided to the Village upon payment for said fixtures.

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Contractor shall prepare an analysis setting forth such sum for the VILLAGE's acceptance.

Payment, if any, under this provision shall be made in full within thirty (30) days of termination.

- ii. If this Agreement is terminated by the Village at any point after the Installation Period, the VILLAGE shall pay to Contractor for work done and equipment furnished.

All Notices of termination/suspension shall be to the appropriate party at the addresses set forth in Section 22 (Notices) below.

SECTION 5 - RECORDS AND ACCOUNTS

Contractor shall maintain accurate records and accounts of Work under this Contract and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to VILLAGE for payment. The VILLAGE may make reasonable copies of Contractor Work for back-up and archival purposes. The VILLAGE shall reproduce any such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies.

All VILLAGE data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval for the VILLAGE's computer systems) shall remain the property of the VILLAGE. Contractor shall not use the VILLAGE data other than in connection with providing the Work/Services pursuant to this Agreement.

The Contractor shall maintain and retain, for a period of seven years (7) following the date that is the later of (i) termination; or (ii) final payment, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually, pertinent to performance under this Agreement.

The Contractor acknowledges that Contractor Information in the VILLAGE's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the VILLAGE shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

SECTION 6 - OWNERSHIP OF MATERIALS

Upon the execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other materials produced pursuant to this Agreement, and any and all drafts and/or preliminary materials, in any format, to such items, shall become the exclusive property of the VILLAGE.

Notwithstanding the foregoing, Contractor may use, reveal and disclose all reports, plans, studies and other documents and materials, "Work Product", the Deliverables (Comprehensive Energy Audit, Weekly and Annual Reports), the fact that it performed the Project on behalf of the VILLAGE and the scope and results of the Project, including energy savings, without restriction.

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Unless stated otherwise in this Agreement, Contractor retains all rights, title and interest including all intellectual property interests such as copyrights, patent rights, trademark rights and trade secret rights, in any pre-existing Contractor property intellectual property interests, which includes Contractor's Bid and all enclosures thereto. Contractor hereby grants the VILLAGE a non-exclusive, nontransferable, royalty-free, perpetual internal use license to use Contractor work product that are incorporated into Deliverables.

SECTION 7 – ASSIGNMENT

Contractor shall not assign, transfer or otherwise dispose of its rights, privileges or responsibilities under the terms of this Contract, without VILLAGE's prior written consent, such consent not to be unreasonably withheld. In the event there is no prior written consent from VILLAGE such transfer, assignment, or other disposition shall be void. Notwithstanding the foregoing, Contractor may collaterally assign or grant a security interest as to rights to proceeds under this Agreement to the financial institution.

SECTION 8 - CONFLICTS OF INTEREST

The Contractor represents that:

- (a) The Contractor has not now, and will not acquire, any interest, direct or indirect, present or prospective, in the Project to which the Contractor's work relates or the real estate which is the subject of the Project, or in the immediate vicinity thereof, and Contractor has not employed nor will knowingly employ in connection with work to be performed hereunder any person or entity having any such interest during the term of this Contract.
- (b) No officer, employee, agent or director of the VILLAGE shall participate in any decision relating to this Contract which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any officer, agent, director or employee of the VILLAGE have any personal interest, direct or indirect, in this Contract.
- (c) The Contractor shall cause, for the benefit of the VILLAGE, every contract with any Subcontractor to include the representations contained in subsections (a) and (b) of this Section. The Contractor will take such action in enforcing such provisions as the VILLAGE may direct, or, at its option, assign such rights as it may have to the VILLAGE for enforcement by the VILLAGE.

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SECTION 9 - LIENS

If any mechanic's or materialman's lien is filed against the materials and equipment installed by Contractor by reason of the work, service, or materials performed or furnished to Contractor, Contractor may contest such lien in good faith, but notwithstanding such contest, Contractor shall, within thirty (30) days after filing of the lien, cause such lien to be released of record by payment, bond or order of the court of competent jurisdiction. In the event of Contractor's failure to release of record any such lien within the aforesaid period and without waiving any other rights or remedies that the Village may have under this Contract or at law, the VILLAGE may remove said lien by paying the full amount thereof or by bonding or in any other manner VILLAGE may deem appropriate, without investigating the validity thereof, and irrespective of the fact that Contractor may contest the propriety or the amount thereof, and Contractor, upon demand, shall pay the VILLAGE the amount so paid out by the VILLAGE in connection with the discharge of said lien, reasonable expenses incurred in connection therewith, including reasonable attorney's fees.

SECTION 10 - EEO POLICY STATEMENT

The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

1. Minority and Women-Owned Business Enterprises - The Contractor shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performances of this contract. As used in this Contract, the term "minority and woman-owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

SECTION 11- CIVIL RIGHTS

The Contractor agrees to comply with the VILLAGE and the State of New York's civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

SECTION 12 - NON-DISCRIMINATION CLAUSE

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all of its employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 agency setting forth the provisions of this non-discrimination clause.

SECTION 13 - LABOR LAW

If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

SECTION 14 –WORKMANSHIP

In addition to all warranties referred to in Section 27 of this Agreement, the Contractor hereby agrees and guarantees that all Work furnished under the Contract will conform to the terms of this Contract, as to kind, quality, function, design and characteristics of materials and workmanship, and such conformance shall continue for one year from the date of Substantial Completion or the Contractor shall replace any defective material or workmanship without cost to VILLAGE. In accordance with the provisions of Schedule B, in the event that Equipment provided under this Agreement fails to work during the Installation Period due to any reason other than failure of Equipment or defects in Contractor's workmanship, Contractor will promptly notify VILLAGE of such damage so that the damage can be repaired by the VILLAGE or ConEd.

SECTION 15 – WASTE REMOVAL/CLEAN-UP

The Contractor shall remove all waste material generated in connection with the Work from the property of the VILLAGE. All waste material generated in connection with the Work shall become the property of the Contractor and shall be disposed of in compliance with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other outdoor areas of any waste material generated in connection with the Work.

SECTION 16 – SAFETY

The Contractor shall provide at its own cost and expense such safety devices for the protection of its employees, and those of any Subcontractor(s), the VILLAGE, the public, and any other persons as

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may be necessary and as may be reasonably required by the Project Manager, consistent with the Bid. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

SECTION 17 – CONTRACTOR’S STATUS

Contractor is an independent contractor, is not an employee of the VILLAGE, and does not assume any right, privilege, or duties of any employee.

SECTION 18– ENTIRE AGREEMENT

This Contract, with its schedules and exhibits, integrates all agreements, representations and warranties prior to the date hereof, whether oral or written, between the parties, and constitutes the entire Contract between the parties hereto.

SECTION 19– GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions, and Article 9 of the New York State Energy Law. Moreover, Contractor shall comply with all applicable Local, State, and Federal laws and regulations in performing its obligations under this Contract. Unless otherwise specified in this Agreement, exclusive original jurisdiction for all claims or action with respect to this Agreement shall be in the Supreme Court of Westchester County and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens.

SECTION 20 – COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 21 - DISSEMINATION OF INFORMATION

No information concerning Contractor's work and services performed under this contract shall be disseminated to the general public, the news media, or any other person or organization, including public officials, prior to express approval by Contractor and/or the VILLAGE, subject to disclosure under FOIL in accordance with Section 5 hereof.

SECTION 22 – NOTICES

Any Notice which may be or is required to be given under this Contract or by law must be in writing and signed and shall be either (i) delivered by hand (with a signed receipt), (ii) delivered by nationally recognized overnight courier, or (iii) sent by certified mail or registered mail, postage prepaid, return receipt requested to the parties at the following addresses:

(a) if to the VILLAGE, to the 222 Grace Church Street, Port Chester, NY 10573

(b) if to Contractor, at Contractor’s address set forth above, or at such other address as Contractor

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may designate in writing, and to James J. Veneruso, Veneruso, Curto, Schwartz & Curto, 35 Grassy Sprain Road, Suite 400, Yonkers, New York 10710.

Unless otherwise specified herein, all such Notices, properly addressed, will be deemed given and received on the date of delivery or refusal thereof.

SECTION 23 – INDEMNIFICATION

The Contractor shall be solely responsible for and shall indemnify and hold harmless the VILLAGE, its officers and employees, (“Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions that result from the negligence or willful misconduct of the Contractor or a Contractor’s Agent, including, but not limited to, violations of the maintenance procedures and manufacturer recommendations for operation of equipment and Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or willful misconduct of the VILLAGE.

The Contractor shall, upon the VILLAGE’s demand and at the VILLAGE’s direction, promptly and diligently defend, at the Contractor’s own risk and expense, any and all suits, actions, or proceedings which may be brought out of or in connection with any acts or omissions that result from the negligence or willful misconduct of the Contractor or a Contractor’s Agent or which are instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor’s indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

The Contractor shall, and shall cause Contractor Agents to, cooperate with the VILLAGE in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

SECTION 24 – INSURANCE

Neither the Contractor nor any of its Subcontractors shall commence Work under this Contract until the Contractor has delivered certificates of insurance evidencing the insurance required by this Section and bearing notations evidencing the payment of premiums and coverage and amounts approved by VILLAGE.

Required coverage for Services are indicated by a :

- a. The Contractor shall provide Worker's Compensation Insurance and Employer's Liability Insurance as required under the Worker's Compensation Law.
- b. The Contractor shall maintain Commercial General Liability Insurance, listing VILLAGE as an additional insured, in the minimum amount of \$2,000,000 in the aggregate, \$1,000,000 each incident, with a company or companies licensed in New York State with an A or better Best

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Rating.

The Certificate of Insurance for the above coverage **must include the VILLAGE Contract number**, bear a notation evidencing a **minimum of 10-day cancellation notice** to the VILLAGE, and **list the VILLAGE OF PORT CHESTER as an additional insured**.

- c. Where professional services are to be performed under this Contract, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 in the aggregate, \$1,000,000 per claim, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to VILLAGE.

The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Contract and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the VILLAGE reserves the right to consider this Agreement terminated as of the date of such failure.

In the event you receive notice from any third party that a cause of action or claim may be initiated against the VILLAGE in connection with this agreement, Contractor agrees to give immediate written notice of same by certified mail, return receipt requested, to:

- (i) the VILLAGE OF PORT CHESTER, 222 Grace Church Street, Port Chester, NY 10573
- (ii) the Corporation Counsel's Office, Same

SECTION – 25 - FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, blackouts, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by the Contractor. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

SECTION 26 - AUTHORITY TO DO BUSINESS IN NEW YORK

Any corporation not incorporated under the Laws of New York State must furnish a copy of its Certificate of Authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. You may get additional information at: Department of State, Division of Corporations, 41 State Street, Albany, NY 12231 (518-473-2492).

SECTION 27 - REPRESENTATIONS AND WARRANTIES

A. Each Party warrants and represents to the other that:

- i. it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- ii. its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, applicable articles, authorities and instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized and it constitutes its legal, valid, and binding obligation;
- iii. its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under any other agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- iv. it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders or breach of any other agreement to which it is a party, which would materially and adversely affect its ability to perform hereunder.

B. Contractor Warranties:

- i. The Contractor warrants that all Equipment sold and installed during the Installation Period is new and fit for purpose, will be free from defects in materials or workmanship, will be installed properly in a good and workmanlike manner, and in accordance with manufacturer's instructions.
- ii. The Contractor warrants that it has obtained a manufacturer's warranty for Equipment provided to the VILLAGE transferable to and enforceable by the Village under this Agreement in accordance with the Bid Documents as follows:

LED Roadway Luminaires (finish, driver and LEDs) – ten (10) years

Such warranties shall be in effect from the date of manufacturer's delivery to Contractor, which such delivery to occur after the Parties enter into this Agreement. During the Term of this Agreement, the Contractor will pursue rights and remedies against manufacturers of the Equipment under and subject to the terms of the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance. After completion of the Lease Period, the VILLAGE will pursue rights and remedies against manufacturers of the Equipment under and subject to the terms of the warranties.

- iii. Notwithstanding the provisions of this Section 27(B)(ii) above, nothing in this Section shall be construed to alleviate/relieve the Contractor from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose.

SCHEDULE B
SCOPE OF WORK

- A. The Scope of Work shall be referenced by two Project periods/phases identified herein as follows and whose Terms are identified in this Schedule B and in Paragraph 3 of the Contract Agreement cover on page 2:
1. Inventory & Energy Audit Period (Section 1 below)
 2. Installation Period (Section 2 below)
- B. It is understood that the VILLAGE is assessed charges based on lamp information contained in the **VILLAGE's Con Edison Street Light Database** ("**ConEd Database**") that was used as the basis of the Contractor's initial assessment of potential energy savings and which resulted in the anticipated energy savings identified in the Contractor's Proposal which is attached hereto as **Exhibit E**.
- C. Upon execution of this Agreement, VILLAGE shall:
1. provide the most recent ConEd Database to the Contractor in excel format along with a summary of any changes made since issuing a copy of the ConEd Database with the ITB and if none have been made then a letter to that effect.
 2. provide Contractor access to the ConEd Database.
 3. not make any changes to the streetlights portion of the ConEd database for the term of this Agreement.
- D. Throughout the duration of this Agreement, the VILLAGE shall provide its Con Edison and/or NYPA (or any successor energy provider) bill (hereinafter "**streetlight energy bill**") to Contractor on a monthly basis (within ten (10) business days following receipt of the streetlight energy bill) for verification of energy costs and savings.

DETAILED SCOPE OF WORK:

SCHEDULE B–

INVENTORY /ENERGY AUDIT PERIOD

1. INVENTORY / ENERGY AUDIT PERIOD

Performance of Field Verification & Energy Audit

1.A. **Inventory/Audit Period Commencement**

The Inventory/Audit Period will commence within ten (10) business days of Contractor’s receipt of Notice to Proceed (“NTP”) and shall be submitted to the VILLAGE for review within two (2) months.

1.B. **Inventory/Audit Period**

The Contractor shall review the Inventory/Audit the VILLAGE performed of streetlights owned, operated, and maintained by the VILLAGE for the purpose of proposing Energy Conservation Measures and verifying that the proposed measures have the potential to generate energy savings. Contractor will present a written report that provides a **Baseline Energy Audit** hereinafter called the “**Inventory/Audit Report**”.

1.C. **Inventory/Audit Report**

The **Inventory/Audit Report** shall include the methodology for the calculation of the Baseline Energy Use; a summary table that summarizes the existing equipment, equipment counts, new equipment and projected energy savings; and a detailed inventory of the existing streetlights that shows the existing lamp type, model, wattage, burn hours (as stated in the ConEd Database), ConEd identification information (ID number and/or lamp number), and location information. For each replacement lamp recommended, the Report shall provide the new lamp’s model, wattage and performance characteristics of the equipment comprising the proposed measure. The new equipment shall provide consistent or better illumination as current equipment. This information shall constitute the “**Baseline Energy Audit**” (“**Audit**”).

1.D. **ConEd Approval of Fixture Wattage**

As part of the Baseline Energy Audit, the Contractor shall provide cut sheets and other documentation required by Con Edison (“**ConEd**”) to verify the wattage and quantity changes to ensure ConEd’s acceptance of the replacement fixtures and facilitate changes in the ConEd database. The Contractor shall work with Con Edison to ensure Con Edison will approve each lamp type and its kilowatt hour usage based on product cut sheets submitted by the Contractor.

1.E. **VILLAGE Electrical Bills to be Provided to Contractor**

For purposes of performing the Baseline Energy Audit, the VILLAGE will provide its historical streetlight electric bills and any summary tables generated to show the electrical charges incurred and historic rate changes.

1.F. Installation Plan

As part of the Baseline Energy Audit, an *Installation Plan* will be developed by Lumen and presented to the VILLAGE along with the Baseline Energy Audit.

1.G. Inventory/Audit Report & Installation Plan Review by VILLAGE

The VILLAGE shall review the *Baseline Energy Audit* and *Installation Plan* progress submissions and provide comments to contractor within 30 calendar days of receipt.

1.H. Inventory/Audit Progress Meeting

Four months after NTP, the VILLAGE and Contractor shall have an **Inventory/Audit Progress Meeting** to review Baseline Energy Audit and Installation Plan.

The VILLAGE may, at its option, approve the completed portions of the Audit for installation to proceed for the completed and approved portion(s) of the Audit.

1.I. VILLAGE Directed Lighting / Fixture Changes

During review of submitted portions of the *Baseline Energy Audit*, should the VILLAGE identify any locations where it believes the lighting may not be sufficient, or where the VILLAGE desires to increase or decrease the lighting, the VILLAGE shall provide such notice to the Contractor in writing. All such modifications by the VILLAGE should be identified during the Inventory Review/Audit Period and will result in modification of the Contract Price, Payment Terms and Energy Savings as described herein below.

SCHEDULE B–

INSTALLATION PERIOD

2. INSTALLATION PERIOD

Installation of LED Roadway Luminaires to Replace Existing Fixtures

2.A. Installation Period Commences

Once the Baseline Energy Audit and Installation Plan are accepted, the Installation Period shall begin. The VILLAGE may, at its option, approve the completed portions of the Audit for installation to proceed for the completed and approved portion(s) of the Audit.

2.B. Installation Period Timeframe & Substantial Completion

The Installation Period shall be Substantially Completed within two (2) months of approval of the Installation Plan. In the event the VILLAGE approves completed portions of the Baseline Energy Audit and Installation Plan, during the Inventory/Audit Review Period, installation may have commenced concurrently with completing the Review/Audit.

2.C. Issues During Installation

During the Installation Period, if the Contractor encounters a non-functioning or damaged streetlight, the Contractor will report such damage to the VILLAGE so that the damage can be repaired. Such damage will be included in the Weekly Report provided to the VILLAGE, and these items discussed in the Monthly Progress Meetings. If the LED luminaire can safely be installed, the Contractor will install the luminaire and report the

issue; otherwise, the Contractor will return to install the LED luminaire once the damage is repaired. Repairs not effectuated prior to the Contractor reaching Substantial Completion shall be handled pursuant to Paragraph 2.M. below.

2.D. MPT – Maintenance & Protection of Traffic

Contractor shall maintain and protect traffic and protect the public from damage to person and property within the limits of and for the duration of the contract. Traffic shall be maintained per specifications set forth in the New York State Manual of Uniform Traffic Control Devices (NYMUTCD) over a reasonably smooth traveled way which shall be so marked by signs, delineation, guiding devices and/or other methods. All signs, delineation and guiding devices used to maintain, protect and control traffic shall comply with MUTCD.

2.E. VILLAGE Staff Training

During the Installation Period, the Contractor shall provide training for VILLAGE staff in the operation and maintenance of the new streetlights. After Substantial Completion, the VILLAGE, its employees, and subcontractors if any, shall be responsible for operation and maintenance of the new streetlights; however, any adjustments to the model of LED installed at any location will be provided to Lumen for entry in the Con Edison database.

2.F. ConEd Streetlight Database to Effectuate Savings

The Contractor will be provided access to the Con Edison data website that includes the VILLAGE's street light database. Once a new streetlight lamp is installed in the field as approved by the VILLAGE in the Audit, the Contractor will locate that record in the database and submit a change to the lamp type (LED), model number and rated wattage. This change will effect the required changes to generate the change in electric charges. It is understood that ConEd review, approval and effecting the change may require up to a 2-3 month processing time. Contractor will work with ConEd and the VILLAGE to accomplish as expeditious a process as possible. Once Con Edison approves the change, the electric charges for that lamp will be adjusted. The VILLAGE shall provide such assistance/support as may be necessary to obtain ConEdison and/or NYPA approvals as may be required.

2.G. Weekly Installation Report

Contractor is responsible for submitting to the VILLAGE, on a weekly basis, a detailed itemized accounting of all work completed including changes to the database, hereinafter called the "Weekly Report".

2.H. Monthly Meetings

During the Installation Period, Monthly Meetings ("Monthly Meetings") will be held to discuss progress, review Weekly Reports and discuss any issues which should include but not be limited to the status of any non-functioning existing streetlights requiring repairs by the VILLAGE or Con Ed. Minutes of the meetings will be generated by the Contractor to document items discussed, status and any issues.

2.I. LED Streetlight Database – VILLAGE Streetlight Database

The Audit will form the basis of a new streetlight database. During the Installation Period, Contractor shall record installation of each new light indicated in the database noting each light's status as "installed" on a weekly basis. This new "**VILLAGE Streetlight Database**" shall provide the new lamp model, wattage, burn hours (as provided by Con Edison as of the date hereof), GPS (XY Coordinate) locations for every street light, new installed lamp type, condition, pole number of location, cross street and ID number of lamp heads; and be formulated by using the CEA Inventory adding a field for confirmation of installation, installation date and date entered in the ConEd Database. Once all of the existing streetlights have been converted to LED luminaires, the VILLAGE shall be provided a hardcopy of the complete new VILLAGE Streetlight Database. A database file shall be provided in a graphical electronic format compatible with Arcview to the VILLAGE which identifies location, ConEd ID number, VILLAGE ID number and new fixture/bulb type.

2.J. Replacement Fixtures

Equipment provided under this Agreement shall provide consistent or better illumination as current equipment. The Installation Plan and Baseline Energy Audit will identify methodology for determination of the replacement fixture for review/concurrence by the VILLAGE, and adjustment should the VILLAGE desire. VILLAGE understands that at any time after the Baseline Energy Audit is completed, any modifications to the models installed will impact the anticipated energy savings.

2.K. Final Weekly Report & Substantial Completion

At such a time as the Contractors' Weekly Installation Reports show that all streetlights listed in Audit/Inventory have been attempted to be replaced with LED streetlight luminaires, the Report will indicate that Substantial Completion has been achieved and this shall be the Contractor's "**Final Weekly Report**". The VILLAGE shall acknowledge Substantial Completion within fifteen (15) business days of the Contractor's final Weekly Report.

In the event that there remain lights on the "VILLAGE Issues List" in accordance with Section 2.C above, such VILLAGE-required repair or ConEd required repair remaining outstanding after notice of a non-functioning streetlight was provided in the Contractor's Weekly Report shall not delay declaration of Substantial Completion.

For example, if there are one or more streetlights where the wiring or poles are damaged and require repair by the VILLAGE or ConEd, but the Contractor has gone to the streetlight to replace the streetlight fixture and been unable to accomplish replacement, the non-functioning streetlight shall be noted such in the Weekly Report submission. If the VILLAGE or ConEd fails to repair the streetlight such that the Contractor can return to accomplish the replacement before all remaining streetlights have been replaced, or attempted to be replaced, then the VILLAGE shall acknowledge Substantial Completion without delay by Issuing the Certificate of Substantial Completion attached as Exhibit B.

During the Installation Period, if certain streetlight(s) require(s) immediate conversion from existing to LED streetlight luminaire, the VILLAGE will notify Contractor, and Contractor will make reasonable efforts to complete within fifteen (15) business days.

2.L. Final Monthly Meeting & Punch List

Upon Substantial Completion, any remaining issues shall be assembled into a list and included with the Contractor's Final Weekly Report and a final Monthly Meeting held within ten (10) business days. These outstanding items ("punch list") shall not delay the VILLAGE's issuance of Substantial Completion, but shall continue to be followed by Contractor and VILLAGE during the first year of the Lease Period. At such time as all "punch list" items are resolved, Installation shall be 100% complete which shall constitute Final Completion of Installation.

2.M. The VILLAGE and Contractor shall work together in good faith to facilitate progress of the Installation Period in accordance with Schedule A Section 3 and the "Term" identified herein and on pages 1-2 of this Agreement.

SCHEDULE B–
PAYMENT

3. PAYMENT

LED Streetlight System Owned by VILLAGE

3.A. Not used.

3.B. Payments for the streetlight system will be made as work is performed and/or materials received and stored by Contractor. The unit prices upon which the Project Cost is based include all services to be provided (Audit/Field Verification, Installation, ConEd Database Reconciliation) and materials (LED cobrahead fixtures and photoelectric controls), thus, in order to compensate Contractor for work performed and have fixtures on hand as necessary to perform work, payments will be made as follows:

- a. Upon Submission of the Audit Report, \$30,000 for the work involved in preparation of the Audit Report and accompanying Installation Plan. Contractor will submit an invoice with the Audit Report and the Village will pay the invoice within a period of two-weeks.
- b. Ordering and receipt of fixtures to have on hand is required to begin installation. Contractor will submit a "Request for Advance/Partial Payment, Certificate of Title and Release & Waiver for Stored Materials", Copy of the Order Release and an Invoice for Partial Payment, in the form shown in Exhibit C, upon ordering the materials. Village will commence processing of payment upon receipt. Upon receipt of the material delivery, Contractor will furnish documentation of material delivery to the Village and title in the Village's name and Village will release payment for the fixtures within a period not to exceed two weeks.
- c. During installation, Weekly Reports will be accompanied by Invoices for the fixtures installed, with proportional credits given for payments received for the Audit Report work and Advance delivery/Partial Payment for Ordered and Stored Materials as required under paragraphs (a) and (b) of this Section. A sample invoice is attached as Exhibit 4. Upon receipt of the Invoices, Village shall pay each invoice within two-weeks.

- 3.C. The new **VILLAGE Streetlight Database** shall, provide a complete listing of all streetlights provided to the VILLAGE. Contractor shall confirm that the new VILLAGE Streetlight Database and ConEd Streetlight database match upon Substantial Completion and upon 100% completion (after all existing streetlight streetlights have been replaced with LED streetlights) as noted in Section 2.I above.
- 3.D. The **Total Contract Price** in Contractor's Proposal was based on the Quantities provided in the VILLAGE's as summarized in the Proposal to the Village, which is attached hereto as Exhibit E.
- a. During the Inventory/Audit Review Period, Contractor will perform an INVENTORY/AUDIT of the existing streetlights and compare the inventory to the ConEd Streetlight Database to generate a **Baseline Energy Audit** (Audit) as described in Section 1 above.
 - b. During the Installation Period, the LED streetlights' installation date and confirmation of data entry into the ConEd Database will be recorded and GPS location information collected and added to the Baseline Energy Audit which will then constitute the New VILLAGE Streetlights Database in accordance with Section 2 above.
 - c. Should the quantity of streetlights installed exceed the Quantities included in the Bid Proposal sheet then Contract Price and payment to the Contractor will be adjusted accordingly based on Unit Prices noted in the BP Sheets 3 and 4 and proposal to the Village.
 - d. Should the VILLAGE direct a replacement fixture other than the recommended fixture, the Total Contract Price will be adjusted based on the Unit Prices in the BP Sheets 3 and 4 and proposal to the Village.
- 3.E. Should the Total Contract Price be adjusted as the result of Section 3.D. above, then payments to the Contractor shall be adjusted accordingly and any additional amount owed will be paid upon Substantial Completion.
- 3.F. Any payment that is more than thirty (30) days overdue will accrue interest at a rate of the lesser of one and three quarters of one percent (1.75%) per month or the highest rate allowed by law.

In addition to all of its other rights, in the event the Village defaults in its payment obligations, Contractor reserves the right to suspend its services until the Village pays Contractor for all sums due under this Contract as well as all costs incurred by Contractor resulting from such default, including, but not limited to Contractor's financings costs and additional costs incurred to mobilize Contractor's workforce.

4. **Performance Security**

- 4.A. The Contractor shall provide performance security (in a form acceptable to the Village Attorney) in the amount of the Contract Price which shall be released upon reaching Substantial Completion. The Contractor must promptly repair, replace, restore or rebuild, as the VILLAGE may determine, any finished work in which defects of workmanship may appear, or to which damage may occur because of such defects, during the one-year period after Substantial Completion, except for the parts guarantee in 4.B below.
- 4.B. With the exception of damage due to force majeure, the Contractor shall provide a parts guarantee that includes providing all replacement streetlight luminaires, and any of its components, including but not limited to the lamp, casing or photocell as required and necessary to ensure that all lights are functional in accordance with the warranties specified in the bid documents and as set forth in Schedule A Section 27 (Representations and Warranties). Contractor shall provide a manufacturer's warranty as set forth in Schedule A, Section 28 that shall warranty the fixtures in accordance with the Bid documents as follows:
1. LED Roadway Fixtures (finish, driver and LEDs) - 10 years
- 4.C. During the Installation Period, and as set forth in the EPC, the Contractor may investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the street light head and any of its components including but not limited to the LED array, LED driver, casing or photocell.

5. **Non-appropriation of Funds**

The VILLAGE anticipates that sufficient funds will be appropriated to cover the VILLAGE's payment obligations under this Agreement. In the event no VILLAGE or other funds are appropriated and budgeted, and funds are otherwise unavailable prior to commencement of Work or issuance of the Notice to Proceed, then the VILLAGE will, in writing, immediately notify the Contractor of such occurrence and this Contract shall immediately terminate without penalty or expense to the VILLAGE of any kind whatsoever.

6. **Energy Usage Records And Data**

As part of this Agreement, including as required within this Schedule B "Scope of Work", the VILLAGE has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the Term of this Contract to Contractor or its designee, upon its request, all of its records and complete data concerning energy usage.

7. **Permits and Approvals**

VILLAGE shall use its best efforts to assist Contractor in obtaining all necessary permits and approvals for installation of the Equipment. In no event shall VILLAGE, however, be responsible for payment of any permit fees. The Equipment and the operation of the Equipment by Contractor shall at all times conform to all applicable federal, state and local code requirements. Contractor shall furnish copies of each permit or license which is required to

perform the work to the VILLAGE before the Contractor commences the portion of the work requiring such permit or license. All VILLAGE permits will be issued at no fee to the Contractor.

8. **Coordination During Installation**

The VILLAGE and Contractor shall coordinate the activities of Contractor's equipment installers with those of the VILLAGE, its employees, and agents. Contractor shall not commit or permit any act which will interfere with the performance of business activities conducted by the VILLAGE or its employees without prior written approval of the VILLAGE.

9. **Systems Startup and Equipment Commissioning**

The Contractor shall test the installed Equipment upon installation, and verify that the Equipment is fully and properly functioning as follows:

- (a) During installation, the Contractor shall remove existing streetlight and test wiring to assure that there is power to the street light head. If there is no power, Contractor will perform minor troubleshooting and, if not resolved, will cap any exposed wires that would otherwise attach to the streetlight and will notify the VILLAGE of the malfunction. If there is power, Contractor will install the Equipment.
- (b) Contractor shall cover the photocell, which should result in illumination of the luminaire. Contractor shall then remove the photocell cover, which should result in extinguishment of the luminaire. Upon confirmation of illumination and extinguishment, testing is complete and the luminaire and photocell shall be considered fully functional.
- (c) If the Equipment does not properly function, Contractor will troubleshoot by testing the Equipment with different photocells and luminaires. If the Equipment continues to malfunction, Contractor will install different, functioning, Equipment and return the malfunctioning Equipment to the manufacturer for a warranty replacement.
- (d) If malfunction results due to any reason other than failure of Equipment or defects in Contractor's workmanship, Contractor will promptly notify VILLAGE of such defect and VILLAGE will perform maintenance work to restore or, as applicable, to enable Contractor to restore, functionality.
- (e) Contractor will make appropriate records during installation, confirming pole numbers, light numbers, GPS coordinates, luminaire installed, and the condition of such installed luminaire as functioning/new. In the event that Equipment does not properly function after minor troubleshooting, such malfunction will be recorded instead of noting that the luminaire was installed, and the Contractor will note that VILLAGE action is required.
- (f) At the end of each week, Contractor shall provide VILLAGE with reasonably satisfactory documentary evidence that the Equipment installed is the Equipment specified in its original proposal by updating the Con Edison and New VILLAGE Streetlight Databases.

From: [Heather Cuffel](#)
To: [Steers, Christopher](#)
Cc: [Rob Craig](#); [Cerreto, Tony](#)
Subject: Installed Municipalities
Date: Friday, July 15, 2016 2:09:54 PM

Chris,

In response to your request for municipalities where the LED fixtures are already installed and sample streets for providing to the Trustees, please see the following information.

-

EXAMPLES

If one drives down Central Avenue from White Plains to Yonkers, the difference between the LEDs and non-LEDs is quite impressive – LEDs are in the areas of Central Ave through Greenburgh and Yonkers, all others are still HPS (high pressure sodium with the ‘orange glow’). On the Sound-side of the County, there’s New Rochelle and Village of Mamaroneck.

Following are examples of the web-map links provided to municipalities to track project progress. When working on Port Chester, there will be a Port Chester equivalent. The white dots are all installed.

<http://54.68.86.64/MamaroneckReadOnly/>

<http://54.68.86.64/NewRochelleReadOnly/>

<http://54.68.86.64/ElmsfordReadOnly/>

<http://54.68.86.64/GreenburghReadOnly/>

Cobraheads Completed –

Villages of - Elmsford, Ardsley, Hastings on Hudson, Tarrytown, Dobbs Ferry,

Village of Mamaroneck

Town of Greenburgh

Farther away – Village & Town of Ossining, Village of Buchanan are completed

The City of Yonkers was completed under a prior contract but is another good example.

We will be commencing installations in the City of Peekskill in August, and Mt. Pleasant is currently completing review of the Audit/Field Verification.

We are ready and staffed with resources to perform work for the Village of Port Chester.

Heather

Heather Cuffel
Project Manager-Administration

Lumen Light Solutions
969 Midland Ave

Yonkers NY 10704

T 914 378 8831 Cell 914 804 5103



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

RES - 02
BOT 7-18-2016

AGENDA MEMO

Department: Village Engineer
Department: Office of the Village Attorney

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name:	Anthony Cerreto, Village Attorney
Sponsor's Name:	Vincent Masucci, Village Engineer

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:			BID #	x	
Account #:			Strategic Plan Priority Area		
			N/A		
	Yes	No			
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

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

Setting a Public Hearing to Consider the Establishment of a Local Improvement Area Continuing the Village's Sidewalk Betterment Program

Summary

Background

Pursuant to State Village Law, the Village established a sidewalk improvement program ("Sidewalk Betterment Program") that incentivizes residential property owners to have the public sidewalks in front of their properties replaced or reconstructed. The Village Engineer determines the locations of the sidewalks which need to be done. In this case, as a further phase of the program, the Village's consulting engineer has identified locations within a radius of the Edison School.

Property owners have the ability to partner with the Village with each paying for the expense on a 50/50 basis. Under the Village Code, property owners are charged with maintaining the sidewalk.

The Village issues a bond to borrow for the total expense. The work is performed by a qualified contractor who would be selected after a competitively bid process. The property owner has the option to pay his/her share by making annual installments spread out over ten years. The Board has directed that staff return with a plan to continue this successful program.

State Village Law, Section 22-2200, sets forth the statutory process. The Board must first establish a local improvement area with the new locations where work will be done. This requires a public hearing before talking such action with notice by publication in the official newspaper and by mail on the owners of the benefitted properties. The Village would then go out to bid to select a qualified contractor. After all the work is done when the actual total expense has been determined, the Board would next confirm the amount to be apportioned and assessed against each benefitted property. This also requires a public hearing with the same notice requirements before the process is completed.

Next Steps

The Board is required to set a public hearing to advance the process.

Proposed Action
<ul style="list-style-type: none">• Adopt the Resolution

Attachments
<ul style="list-style-type: none">• Resolution• Schedule A identifying benefitted properties

RESOLUTION

SETTING A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF
A LOCAL IMPROVEMENT AREA TO CONTINUE THE VILLAGE'S SIDEWALK
BETTERMENT PROGRAM

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

WHEREAS, the Board of Trustees ("Board") desires to continue the Village's Sidewalk Betterment Program whereby benefitted residential property owners have the ability to split the cost of improving the public sidewalk abutting their property on a 50/50 basis and have the option of paying for the expense in installments over a ten year period; and

WHEREAS, the Board directed that a map or plan be prepared to identify a further area for the construction, improvement and financing for the replacement and reconstruction of the public sidewalks, including all necessary labor, personnel, materials, equipment, machinery and apparatus, but excluding curbs, driveways, storm sewer drains and improvements, (the "Project"); and

WHEREAS, the Village's consulting engineer, Dolph Rotfeld Engineering, P.C. has completed and filed with the office of the Village Clerk such map or plan (revision date June 24, 2016) describing the nature of the Project, estimated total cost, benefitted properties, and the estimated cost to be apportioned and assessed to the properties benefitted on a front-footage basis, and that to be borne by the Village at large, as annexed hereto as "Schedule A"; and

WHEREAS, the Board wishes to declare its intent to finance the Project on a tax- exempt basis for federal income tax purposes, and

WHEREAS, the Board seeks the view of all interested persons and property owners benefitted from the Project. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby sets a public hearing to be held on August __, 2016 at 7:00 p.m., or as soon thereafter, to consider the construction, acquisition, improvement and financing of the Project as a Local Improvement Area pursuant to Village Law, Section 22-2200, and be it further

RESOLVED, that the Village Clerk shall publish at least once in the Westmore News with the first publication no less than ten days prior to the public hearing; and be it further.

RESOLVED that the Village Clerk shall mail by first class United States mail, a copy of this resolution to the benefitted owner(s) of record appearing on the latest tax roll; and be it further

RESOLVED, that following the aforementioned meeting and public hearing, the Board shall (i) make a determination as to the approval of the map or plan prepared by the Engineer establishing a local improvement area in and for the Village of Port Chester; and, if so approved, after the work has been completed and the final costs of the work have been ascertained, (ii) apportion and assess that part of the expense of the Project to be raised by assessment upon the benefitted properties and file a copy of such apportionment and assessment with the Village Clerk subject to a further public hearing to hear any objections and complete the same. Said map or plan and apportionment can be examined by any interested person at the office of the Village Clerk during regular business hours of the Clerk.

ROLL CALL

AYES:

NOES:

ABSTAIN:

ABSENT:

DATE:

SCHEDULE A

DESCRIPTION

**SIDEWALK IMPROVEMENT AREA (50/50 PROGRAM)
VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK
ESTIMATED TOTAL COST OF PROJECT \$500,000.00**

RESIDENTIAL LANDS

<u>STREET ADDRESS</u>	<u>SECTION/BLOCK/LOT</u>
6 Rollhaus Pl	136.079 2 21
12 Rollhaus Pl	136.079 2 22
15 Rollhaus Pl	136.079 2 23
16 Rollhaus Pl	136.079 2 24
14 Rollhaus Pl	136.079 2 25
235 Locust Ave	136.079 2 7
256 Locust Ave	136.071 1 67
270-272 Locust Ave	136.071 1 71
276 Locust Ave	136.071 1 72
304 Locust Ave	136.071 1 76
310 Locust Ave	136.071 1 77
316 Locust Ave	136.071 1 78
320 Locust Ave	136.071 1 79
324 Locust Ave	136.071 1 80
332 Locust Ave	136.071 1 82
237 Locust Ave	136.071 2 76
241 Locust Ave	136.071 1 82
245 Locust Ave	136.071 2 74
257 Locust Ave	136.071 2 73
259 Locust Ave	136.071 2 72
260 Locust Ave	136.071 1 68
268 Locust Ave	136.071 1 70
278 Locust Ave	136.071 1 73
280 Locust Ave	136.071 1 74
345 Locust Ave.	136.063 2 71
141 Rectory St	136.071 2 12
135-137 Rectory St	136.071 2 11
317 Locust Ave	136.071 2 9

SCHEDULE A

DESCRIPTION

**SIDEWALK IMPROVEMENT AREA (50/50 PROGRAM)
VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK
ESTIMATED TOTAL COST OF PROJECT \$500,000.00**

RESIDENTIAL LANDS

<u>STREET ADDRESS</u>	<u>SECTION/BLOCK/LOT</u>
321 Locust Ave	136.071 2 8
327 Locust Ave	136.071 2 7
329 Locust Ave	136.071 2 6
331 Locust Ave	136.071 2 5
339 Locust Ave	136.071 2 1
338 Locust Ave	136.063 2 43
340 Locust Ave	136.063 2 44
344-346 Locust Ave	136.063 2 37
410 Orchard St	136.071 2 14
412 Orchard St	136.071 2 15
416-418 Orchard St	136.071 2 16
424 Orchard St	136.071 2 17
426 Orchard St	136.071 2 18
419 Orchard St	136.071 2 38
423-425 Orchard St	136.071 2 37
427 Orchard St	136.071 2 36
429 Orchard St	136.071 2 35
430 Orchard St	136.071 2 20
432 Orchard St	136.071 2 21
446 Orchard St	136.071 2 26
448-450 Orchard St	136.071 2 27
456 Orchard St.	136.063 2 66
439 Orchard St	136.071 2 33
445 Orchard St	136.071 2 31
447 Orchard St	136.071 2 30
449 Orchard St	136.071 2 29
451 Orchard St	136.071 2 28
453 Orchard St	136.064 1 1

SCHEDULE A

DESCRIPTION

SIDEWALK IMPROVEMENT AREA (50/50 PROGRAM)

VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK

ESTIMATED TOTAL COST OF PROJECT \$500,000.00

RESIDENTIAL LANDS

<u>STREET ADDRESS</u>	<u>SECTION/BLOCK/LOT</u>
18 Rollhaus Pl	136.071 2 55
20 Rollhaus Pl	136.071 2 56
24 Rollhaus Pl	136.071 2 57
28 Rollhaus Pl	136.071 2 58
130 Rectory St	136.071 2 61
128 Rectory St	136.071 2 60
124 Rectory St	136.071 2 59
143 Rectory St	136.071 2 43
145 Rectory St	136.071 2 13
1-3 Ridgeview Pl	136.071 2 42
140 Terrace Ave.	136.063 2 67
150 Terrace Ave.	136.063 2 70



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

RES - 03
BOT 7-18-2016

AGENDA MEMO

Department: Village Engineer

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name: Select Sponsor's Name.

	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 # 2016-03		
Account #:			Strategic Plan Priority Area		
	Yes	No	Quality of Life & Village Image		
Agreement	<input checked="" type="checkbox"/>	<input 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)

Resolution Awarding Bid for Bid No. 2016-03 Edgewood Park Parking Lot Improvements to Peter J. Landi, Inc.

Summary

Background:

The Village of Port Chester acquired the property located at 201 Grace Church Street, in order to make improvements to Edgewood Park. After a competitive bidding process, Peter J. Landi, Inc. at \$106,835.00 was the lowest bid out of the six bids received.

Peter J. Landi Inc. has satisfactorily completed similar work for the Village and the Offices of Dolph Rotfeld Engineering, P.C. have recommended that the contract be awarded to them as soon as possible.

Proposed Action

Adopt the Resolution

Attachments

Resolution
Bid Analysis Sheet
Rotfeld Engineering Recommendation to Award
Specifications and Contract Documents

AWARDING BID FOR BID NO. 2016-03 EDGEWOOD PARK PARKING LOT
IMPROVEMENTS TO PETER J. LANDI, 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, the Village of Port Chester has advertised for bids for the Edgewood Park Parking Lot Improvements (Bid No. 2016-03); and

WHEREAS, the Village received six bids for this work; and

WHEREAS, the Village's consulting engineer, Dolph Rotfeld Engineering, P.C., recommends that the Board accept the low bid from Peter Landi Inc., of 15 Bradhurst Avenue, Hawthorne, New York in the amount of \$106,835.00 which meets all the specifications as set forth in the bid documents. Now, therefore be it,

RESOLVED, that the Board of Trustees hereby awards the bid for the 2016 Edgewood Park Parking Lot Bid (Bid# 2016-03) to Peter Landi Inc., of 15 Bradhurst Avenue, Hawthorne, New York; and be it further

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

RESOLVED, that the Board authorizes the Village Treasurer to make payment from the Parkland -201 Grace Church Street Capital Project a/c 5.7110.2012.122.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #16-03

BID FOR:	PORT CHESTER EDGEWOOD PARK PARKING LOT		
BID OPENING DATE:	April 26,2016	TIME:	11:00 a.m.
BID PUBLICATION DATE:	April 8, 2016		
SPECIFICATIONS AVAILABLE:	April 13, 2016		

Please Print Name and Address

BIDDER:	<i>Peter Landi</i>				
ADDRESS:	<i>15 Bradhurst Ave.</i>				
ADDRESS:					
CITY:	<i>Hawthorne</i>	STATE:	<i>NY</i>	ZIP CODE:	<i>10532</i>
E-MAIL:	peter@landiinc.com				
PHONE #:	<i>C: 914-447-1033 / P: 914-909-5210 or 914-909 2639</i>		FAX #:	<i>914909-5211 / 914-961-0756</i>	
AMOUNT:	<i>\$106,835.00</i>				

Please Print Name and Address

BIDDER:	<i>PCI Industries Corp.</i>				
ADDRESS:	<i>550 Franklin Avenue</i>				
ADDRESS:					
CITY:	<i>Mt. Vernon</i>	STATE:	<i>NY</i>	ZIP CODE:	<i>10550</i>
E-MAIL:	sherdingt@pctilc.net				
PHONE #:	<i>914-662-2700 x114</i>		FAX #:	<i>914-664-0507</i>	
AMOUNT:	<i>\$138,833.00</i>				

Please Print Name and Address

BIDDER:	<i>Acocella Contracting</i>				
ADDRESS:	<i>68 Gaylor Road</i>				
ADDRESS:					
CITY:	<i>Scarsdale</i>	STATE:	<i>NY</i>	ZIP CODE:	<i>10583</i>
E-MAIL:	acocella@verizon.net				
PHONE #:	<i>914-723-2700</i>		FAX #:	<i>914-723-0927</i>	
AMOUNT:	<i>\$119,286.00</i>				

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address	
BIDDER: CON-TECH CONSTRUCTION TECHNOLOGY, INC.	
ADDRESS: 28 LAKEVIEW DRIVE	
ADDRESS:	
CITY: YORKTOWN HEIGHTS	STATE: NY ZIP CODE: 10598
E-MAIL: CONTECH03@GMAIL.COM	
PHONE #: 914-455-3100	FAX #: 914-962-4500
AMOUNT: \$167,000.00	

Please Print Name and Address	
BIDDER: PALADINO CONCRETE CREATIONS CORP	
ADDRESS: 315 N. MACQUESTEN PKWY	
ADDRESS:	
CITY: MT VERNON	STATE: NY ZIP CODE: 10550
E-MAIL: ose@aconcretcreations.com	
PHONE #: 914-699-0907	FAX #: 914-699-0470
AMOUNT: \$156,183.00	

Please Print Name and Address	
BIDDER: ELQ Industries, Inc.	
ADDRESS: 567 FIFTH AVENUE	
ADDRESS:	
CITY: NEW ROCHELLE	STATE: NY ZIP CODE: 10801
E-MAIL: smgrditchian@elqindustries.com	
PHONE #: 914-462-6839	FAX #: 914-654-1307
AMOUNT: \$179,323.00	

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

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

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

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

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

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

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

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

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

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

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

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

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

Dolph Rotfeld Engineering, P.C.

CONSULTANTS & DESIGNERS

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

May 26, 2016

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

RE: Port Chester Edgewood Park Parking Lot
Bid No. 16-03
Port Chester, New York

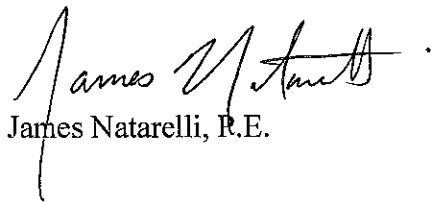
Dear Mr. Steers:

On April 26, 2016, six bids were received for the above referenced project. The bidder with the apparent lowest bid was Peter J. Landi, Inc. of Hawthorne, NY with a bid price of \$106,835.00.

Having completed similar work satisfactorily in the Village of Port Chester, Peter J. Landi, Inc. is familiar with the work that is required in this contract. This office has worked with Peter J. Landi, Inc. on previous projects and has found that their work is satisfactory.

This office hereby recommends immediate award of the above referenced contract to Peter J. Landi, Inc. so that the work can commence as soon as possible.

Sincerely,



James Natorelli, R.E.

C: A. Cerreto, Village Attorney
D. Thomas, Village Clerk
L. Douglas, Village Treasurer
R. Morabito, Village DPW General Foreman

**SPECIFICATIONS
AND CONTRACT DOCUMENTS
FOR THE
PORT CHESTER EDGEWOOD PARK PARKING LOT
AT 201 GRACE CHURCH STREET**

CONTRACT No. 2016-03



**VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY
NEW YORK
April, 2016**

**DOLPH ROTFELD ENGINEERING, P.C.
200 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591**

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SECTION A

NOTICE TO BIDDERS

PUBLIC NOTICE
NOTICE TO BIDDERS

PORT CHESTER EDGEWOOD PARK PARKING LOT
AT 201 GRACE CHURCH STREET
BID NO. 2016-03

VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village of Port Chester until **11:00 a.m. local time on Tuesday, April 26, 2016**, 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:

Clearing of site, rough and fine grading of terrain to install an asphalt parking lot with concrete curbs, a drainage structure, drywell, final pavement striping and appurtenant work in accordance with the plans and specifications.

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

Specifications and Bid Proposal Forms may be procured at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York on **Wednesday, April 13th, 2016 at 11:00 a.m. local time**, upon payment of a cash fee, certified check or money order of \$30.00 for each set refundable to bidders only.

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

All bids must be submitted in a sealed envelope bearing the name and address of the bidder and clearly marked "**BID NO. 2016-03 FOR THE PORT CHESTER EDGEWOOD PARK PARKING LOT AT 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 informality 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 Steers
Village Manager
Village of Port Chester

Dated: **Friday, April 8, 2016**

SECTION B

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

PROPOSALS are requested for the PORT CHESTER EDGEWOOD PARK PARKING LOT AT 201 GRACE CHURCH STREET, CONTRACT No. 2016-03 and related work for the Village of Port Chester, New York, in accordance with specifications and other Contract Documents prepared by Dolph Rotfeld Engineering, P.C.

Each Proposal shall be made on the Bid Sheets included herein 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 this bound Bid Specifications and Contract Documents book including all original forms. Any deviation shall be grounds for disqualification of his / her 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 unless requested by the Engineer. Oral proposals or modifications will not be considered.

Before submitting a Proposal, Bidders shall read the Specifications and other contract Documents, visit the site, and fully inform themselves as to all existing conditions and limitations.

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 his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be deemed unacceptable and returned to the Bidder unopened.

Any Bidder may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled closing 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, most qualified, responsible Bidder who complies with these instructions and with the Legal Notice. 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.

Any person submitting a Proposal that is in doubt as to the interpretation of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies or omissions in the Drawings or Specifications, may submit a written request to the Engineer for an interpretation or correction thereof. Any interpretation or correction of the documents will be made by Addendum. The Engineer shall issue the Addendum and a copy will be mailed or delivered to each person purchasing a set of the Bid Documents. Neither the Village nor the Engineer will be responsible

for any other explanations or interpretations of the Contract Documents.

Addenda issued during the time of the bidding, shall be made a part of the Contract Documents. The Bidder, in the preparation of a Bid, shall include the Addenda in the Proposal, which will be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal, by the Bidder.

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 **sixty (60) calendar days** after signing of the contract, unless the Village waives adherence to this date in writing. The Contractor will be required to pay as liquidated damages, the sum of nine hundred dollars (\$900.00) for each calendar day beyond said time that is required to satisfactorily complete the work of this project.

Subsequent to submittal and opening of the bids, 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 his bid. Permission will not be given to withdraw, modify or explain any proposal or bid after the bid opening.

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 45 days of the bid award.

Within **ten (10) days** of notification of acceptance and approval of the proposal, the successful bidder shall furnish a Performance Bond and a Labor and Material Bond as described herein, at which time the 5% check will be returned. Should the bidder neglect to or refuse to furnish the aforesaid bonds, 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 licensed and admitted to do business in the State of New York with at least an A.M. Best rating of A-, 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** issued by a solvent insurance company licensed and admitted to do business in the State of New York with at least an A.M. Best rating of A-, which will guarantee 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, at the time of requesting final payment, submit a two-year **Maintenance Bond from the date of final acceptance**, issued by a solvent insurance company licensed and admitted to do business in the State of New York with a minimum A. M. Best rating of A-, which will guarantee against defective materials and workmanship. The Bond amount shall equal one hundred percent (100%) of the contract amount. 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 the unit prices bid for this contract and therefore no separate payment item will be made to the Contractor for these items.

Regarding Subcontractors, any material purchased by the Contractor and not used by him in his work shall be considered a Subcontract. See Section H (General Conditions) for more information.

Contractor must be in contact and must coordinate with all relevant utility companies. Contractor to who the contract is awarded shall contact and coordinate with the following agencies:

- | | | |
|------------------------|------------|----------------|
| 1. United Water | 3. AT&T | 5. Cablevision |
| 2. Consolidated Edison | 4. Verizon | |

Please note that only calling in a "Code 753 – Call Before You Dig" will not be sufficient as part of this contact and coordination requirement.

Any questions regarding the plans or specifications shall be directed to Dolph Rotfeld Engineering, P.C. no later than April 19, 2016.

SECTION C

BID FORMS

VILLAGE OF PORT CHESTER
PORT CHESTER EDGEWOOD PARK PARKING LOT
AT 201 GRACE CHURCH STREET
CONTRACT 2016-03
BID PROPOSAL FORM

To: Village Clerk – Village Hall
Port Chester, New York

Bid Submitted by:

(Name)

(Address)

(Telephone No.)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Plans, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
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 Plans, Drawings, 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 Plans 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 commence the 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 employec 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 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:

(written in numbers)

(written in words)

*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 regardless of the estimated quantities contained herein.

(Legal Name of Bidder) Date: _____

Address of Individual, Firm or Corporation

Telephone Number of Individual, Firm or Corporation

By: _____
(Authorized Signatory)

Corporate Seal
(If incorporated)

Bidder acknowledges receipt of Addenda as follows:

Signature

Signature

Signature

VILLAGE OF PORT CHESTER
 PORT CHESTER EDGEWOOD PARK PARKING LOT AT 201 GRACE CHURCH STREET
 BID 2016-03
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.

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
1M	1	LS	Miscellaneous Additional Work		
			<u>Ten Thousand Dollars</u>	\$10,000.00	\$10,000.00
			<u>LS</u>		
2	100	CY	Grading Outside of Parking Lot Footprint		
			<u>CY</u>		
2M	5	CY	Miscellaneous Earth Excavation		
			<u>CY</u>		
5R	1	CY	Rock Excavation (NO BLASTING)		
			<u>CY</u>		
10	25	LF	Furnish & Install 12" Diameter HDPE Storm Drain Piping		
			<u>LF</u>		

VILLAGE OF PORT CHESTER
 PORT CHESTER EDGEWOOD PARK PARKING LOT AT 201 GRACE CHURCH STREET
 BID 2016-03
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.

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
20SW	75	SF	Remove Existing and Furnish & Install New Concrete Sidewalk with ADA Handicap Ramps		
		SF			
25CC	180	LF	Furnish & Install New Concrete Curbing		
		LF			
39	5	CY	Furnish & Install Crushed Stone or Gravel		
		CY			
44HMA- Sub-Base	145	CY	Furnish & Install Sub-Base Course		
		CY			
44HMA- Binder	230	Tons	Furnish & Install Asphaltic Binder Course		
		Tons			

VILLAGE OF PORT CHESTER
 PORT CHESTER EDGEWOOD PARK PARKING LOT AT 201 GRACE CHURCH STREET
 BID 2016-03

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.

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
51AWMA	115	Tons	Furnish & Install Asphaltic Top Course		
			Tons		
102IC	1	LS	Furnish & Install Stormwater Infiltration System		
			LS		
102TD	21	LF	Furnish & Install Precast Concrete Trench Drain		
			LF		
150A	720	LF	Furnish & Install 4" Wide White Pavement Striping		
			LF		
150C	12	LF	Furnish & Install 18" Wide White Pavement Striping		
			LF		

VILLAGE OF PORT CHESTER
 PORT CHESTER EDGEWOOD PARK PARKING LOT AT 201 GRACE CHURCH STREET
 BID 2016-03
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.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
150K	90	LF	Furnish & Install 4" Wide Blue Pavement Striping		
			LF		
150L	1	Ea	Furnish & Install Blue Handicap Pavement Marking Symbol		
			Ea		
500	2	Ea	Furnish & Install Signs and Posts		
			Ea		
701	250	SY	Furnish & Install Topsoil and Seed		
			SY		
2220	1	LS	Demolition		
			LS		
TOTAL BID					

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: _____

(Seal of Corporation)

Legal Name of Person, Firm or Corporation

Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: _____

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 surcty 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 FOR PRIME CONTRACTOR

The following is a list of places where we have performed work of similar character and magnitude, and other major work with references:

Location	Name and Phone of Owner	Description of Work	Check Box:	Approximate Cost
			A: Date Completed B: Date to be Completed	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	

The full names of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Full name:	Position:	Phone and email:

STATEMENT OF QUALIFICATIONS FOR SUB CONTRACTOR 1

The following is a list of places where we have performed work of similar character and magnitude, and other major work with references:

Location	Name and Phone of Owner	Description of Work	Check Box:	Approximate Cost
			A: Date Completed B: Date to be Completed	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	

The full names of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Full name:	Position:	Phone and email:

STATEMENT OF QUALIFICATIONS FOR SUB CONTRACTOR 2

The following is a list of places where we have performed work of similar character and magnitude, and other major work with references:

Location	Name and Phone of Owner	Description of Work	Check Box:	Approximate Cost
			A: Date Completed B: Date to be Completed	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	
			A <input type="checkbox"/> B <input type="checkbox"/>	

The full names of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Full name:	Position:	Phone and email:

CERTIFICATE OF EQUIPMENT

_____ hereby certify that (he is, they are) 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:

Name of Bidder (typed)

By _____

Signature

Witness

LIST OF CURRENT PROJECTS

Municipality	Description of Work	Contract Amount	Percentage Complete	Completion Date

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.

(NAME AND TITLE OF SIGNER - PLEASE PRINT)

(SIGNATURE)

(DATE)

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 is punishable by law and disqualification of bid. (U.S. Code, Title 18, Section 1001).

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

(SIGNATURE)

(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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned bidder hereby designates the address stated below as the place to which all notices and letters may be delivered or mailed.

Contractor

Witness

By _____
(signature)

Title _____

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 _____.

DATE: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

_____, Secretary of the Corporation named as Principal in the within
bond; that _____
_____, who
signed the said bond on behalf of the Principal was then _____

_____ 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)

Title

CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY

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: _____

Address: _____

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).

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

(SIGNATURE)

(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 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.

Signature

Date

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 ____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____ and that he is _____ 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.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

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, _____ certify that
(officer other than officer executing proposal documents) I am the

_____ of _____
(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 _____ (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of execution _____ (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: _____

(Signature)

(Corporate seal)

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 _____ of _____ the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he resides at _____, and that he is _____ 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

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 D

INDEMNIFICATION AGREEMENT,
AGREEMENT, PERFORMANCE, AND
LABOR & MATERIAL PAYMENT BOND

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify and hold the Village of Port Chester, Dolph Rotfeld Engineering, P.C. 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

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between _____, (a corporation organized and existing under the state of

_____) * (a partnership consisting of
_____) * (an individual trading as
_____) * (hereinafter called the "Contractor"
and _____ Village of Port Chester, New York hereinafter called the "Owner"

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 Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed subject to additions and deduction as provided in the Section-Changes in the work 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. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid, With all attachments required for the Bidding
- f. Special Conditions
- g. General Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)
- j. Payment & Performance Bonds
- k. Certificates of Insurance
- l. Maintenance Bond

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: _____
(Contractor)

By: _____
(Name of Contractor)

Title: _____

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 _____

20____ 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 herein below 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 E

SHOP DRAWING SUBMITTAL FORM,
PAYMENT SUBMISSION FORM
& GENERAL RELEASE

SUBMITTAL FORM

SUBMITTALS:

All submittals prepared by or for the Contractor, shall be thoroughly checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's signature certifying that they have been so checked. Before submitting them to the Engineer, all submittals shall be properly labeled and consecutively numbered. **Contractor shall attach this completed sheet to all submittals.** The Contractor shall note, in writing, if there are any deviations from the Contract drawings and specifications.

CONTRACT NO.:	<u>PORT CHESTER #2016-03</u>	DATE:	_____
NAME OF PROJECT:	<u>PORT CHESTER EDGEWOOD PARK PARKING LOT</u>		
SPECIFICATION SECTION:	_____		
MANUFACTURER:	_____		
ITEM/MODEL NO.:	_____		
This document has been reviewed, coordinated and checked for accuracy of content and for compliance with the Contract Documents. The information contained herein has been coordinated with all other Contract Work.			
CONTRACTOR:	_____		
SIGNATURE:	_____		
DO NOT WRITE BELOW THIS LINE			

- | | |
|---|---|
| <input type="checkbox"/> NO EXCEPTION TAKEN | <input type="checkbox"/> MAKE CORRECTIONS NOTED |
| <input type="checkbox"/> REJECTED | <input type="checkbox"/> REVISE AND RESUBMIT |

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for; dimensions which shall be confirmed and correlated at the job site; Fabrication processes and techniques of construction; Coordination of his work with that of all other trades; and the satisfactory performance of his work.

DOLPH ROTFELD ENGINEERING, P.C.

DATE _____ BY _____

VILLAGE OF PORT CHESTER
PAYMENT SUBMISSION FORM

PROJECT: PORT CHESTER EDGEWOOD PARK PARKING LOT, CONTRACT NO. 2016-03

PAYMENT ESTIMATE NO. _____

DATE _____

Work Credited Under Unit Prices	
Change Orders	
Total Work Credited To Date	
5% Retained	
Sub-Total	
PREVIOUS PAYMENTS	
TOTAL DUE THIS PAYMENT	

I have reviewed the estimate and certify that the quantities are correct and that I know that there are no claims for additional work.

(CONTRACTOR)

DATE: _____

I hereby certify that the above is the total amount of work completed, and the foregoing payment is due under the contract.

(RESIDENT ENGINEER)

PROJECT: PORT CHESTER EDGEWOOD PARK PARKING LOT, CONTRACT NO. 2016-03

PAYMENT ESTIMATE NO. _____

DATE OF ESTIMATE _____

FROM _____

PAGE _____ of _____

TO _____

1

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY FROM BID	UNIT PRICE	TOTAL	QUANTITY PRIOR TO THIS ESTIMATE	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL VALUE OF WORK IN PLACE

GENERAL RELEASE

(TO-BE SUBMITTED WITH REQUISITION FOR FINAL PAYMENT)

KNOW ALL MEN BY THESE PRESENTS, that _____
Contractor

for and in consideration of the sum of _____

lawful money of the United States of America, to it in hand paid by

(Owner/Contracting Agency)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said

(Owner/Contracting Agency)

and its successors and assigns and administrators, of and from and all manner of action and actions, caused and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgements, patents, extents, executions, claims and demands whatsoever in law and unity which against the said

(Owner/Contracting Agency)

now have or which heirs, executors, or administrator hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto, dated _____, any admittance or supplements thereto.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its _____ this _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

SECTION F

MAINTENANCE BOND

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____
_____ (hereinafter called the Principal)
as Principal and the _____, a _____ Corporation with an
office and place of business for the State of New York at _____, New York,
(hereinafter called the Surety) as Surety, are held and firmly bound unto the _____

_____ (hereinafter called the Obligee) as Obligee in the sum of _____
_____ (\$ _____) DOLLARS,
lawful money of the United States of America, for the payment whereof the Principal and
Surety bind themselves, their successors and assigns, jointly and severally, firmly by
these presents.

Signed, sealed and dated this _____ day of _____, 20 ____.

WHEREAS, the Principal heretofore entered into a written contract with the
Obligee for _____

WHEREAS, said Contract provides that the Principal shall guarantee _____

NOW, THEREFORE, the condition of this obligation is such, that if the above
Principal shall indemnify the Obligee against loss by reason of his failure to make good
at his own expense any defects or deficiencies in materials or workmanship which may
appear in the work under said contract with the period of two (2) years from the date of
acceptance of the work, then this obligation shall be void; otherwise to remain in full
force and effect.

Principal

By: _____

By: _____

MAINTENANCE BOND

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____ 20 _____ before me
personally appeared the within named _____
to me known, and known to me to be _____,
the individual described in and who executed the within bond, and _____
_____ acknowledged to me that he _____
executed the same.

NOTARY PUBLIC

SECTION G

WAGE RATES



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Village of Port Chester
James Natarelli, Project Manager
Dolph Rotfeld Engineering, PC
200 White Plains Road
Tarrytown NY 10591

Schedule Year 2015 through 2016
Date Requested 04/08/2016
PRC# 2016003456

Location Port Chester
Project ID# 2016-03
Project Type Clearing of site, rough and fine grading of terrain to install an asphalt parking lot with concrete curbs, a drainage structure, drywell, final pavement striping and appurtenant work in accordance

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule must be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a notice of award in a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS DOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Village of Port Chester
James Natarelli, Project Manager
Dolph Rotfeld Engineering, PC
200 White Plains Road
Tarrytown NY 10591

Schedule Year 2015 through 2016
Date Requested 04/08/2016
PRC# 2016003456

Location Port Chester
Project ID# 2016-03
Project Type Clearing of site, rough and fine grading of terrain to install an asphalt parking lot with concrete curbs, a drainage structure, drywell, final pavement striping and appurtenant work in accordance

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** First Offense: up to \$2,500 per employee.
 Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
 Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub* *. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osa.cfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD -- Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

Do not write in any additional Classifications or Counties.

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
 Bureau of Public Work
 W. Averell Harriman State Office Campus
 Building 12 - Room 130
 Albany, New York 12240
 Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
 There is a Dispensation of Hours in place on the project.
 The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
 The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
 Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
 -or-
 Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number _____ Fax Number: _____ Email Address: _____
 Contact Person: _____
 Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____
 Exact Location of Project: _____ County: _____
 (If you are Subcontractor)
 Prime Contractor Name: _____
 Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
 *** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____
 Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

- | | | | |
|-----|-----------------------------|-----|---------------------------------|
| 1. | Albany County | 33. | Oneida County |
| 2. | Allegany County | 34. | Onondaga County |
| 3. | Bronx County | 35. | Ontario County |
| 4. | Broome County | 36. | Orange County |
| 5. | Cattaraugus County | 37. | Orleans County |
| 6. | Cayuga County | 38. | Oswego County |
| 7. | Chautauqua County | 39. | Otsego County |
| 8. | Chemung County | 40. | Putnam County |
| 9. | Chenango County | 41. | Queens County |
| 10. | Clinton County | 42. | Rensselaer County |
| 11. | Columbia County | 43. | Richmond County (Staten Island) |
| 12. | Cortland County | 44. | Rockland County |
| 13. | Delaware County | 45. | Saint Lawrence County |
| 14. | Dutchess County | 46. | Saratoga County |
| 15. | Erie County | 47. | Schenectady County |
| 16. | Essex County | 48. | Schoharie County |
| 17. | Franklin County | 49. | Schuyler County |
| 18. | Fulton county | 50. | Seneca County |
| 19. | Genesee County | 51. | Steuben County |
| 20. | Greene County | 52. | Suffolk County |
| 21. | Hamilton County | 53. | Sullivan County |
| 22. | Herkimer County | 54. | Tioga County |
| 23. | Jefferson County | 55. | Tompkins County |
| 24. | Kings County (Brooklyn) | 56. | Ulster County |
| 25. | Lewis County | 57. | Warren county |
| 26. | Livingston County | 58. | Washington County |
| 27. | Madison County | 59. | Wayne County |
| 28. | Monroe County | 60. | Westchester County |
| 29. | Montgomery County | 61. | Wyoming County |
| 30. | Nassau County | 62. | Yates County |
| 31. | New York County (Manhattan) | | |
| 32. | Niagara County | | |

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<i>Job Classification</i>	<i>Tag #</i>	<i>Entire Counties</i>	<i>Partial Counties</i>	<i>Check Box</i>
Carpenter-Building	276B-All	7	2,5	<input type="checkbox"/>
Carpenter-Building	276B-Cat	15	5	<input type="checkbox"/>
Carpenter - Building	276 B -LIV	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Building	276B-Gen	19, 32, 37	61	<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Erie	15		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		<input type="checkbox"/>
Carpenter-Residential	276R-All	7	2,5	<input type="checkbox"/>
Carpenter - Building	277B-Bro	4, 54		<input type="checkbox"/>
Carpenter - Building	277B-CAY	6, 50, 62		<input type="checkbox"/>
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	<input type="checkbox"/>
Carpenter - Building	277 JLS	23, 25, 45		<input type="checkbox"/>
Carpenter - Building	277 omh	22, 27, 33		<input type="checkbox"/>
Carpenter - Building	277 On	34		<input type="checkbox"/>
Carpenter - Building	277 Os	38		<input type="checkbox"/>
Carpenter - Building	277CDO Bldg	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62, 22, 23, 25, 27, 33, 34, 38, 45		<input type="checkbox"/>
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		<input type="checkbox"/>
Carpenter - Building	291B-Cli	10, 16, 17		<input type="checkbox"/>
Carpenter - Building	291B-Ham	21, 57, 58		<input type="checkbox"/>
Carpenter - Building	291B-Sar	46		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Electrician	25m	30, 52		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers - Building	322-2H	17, 23, 25, 45		<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<i>Job Classification</i>	<i>Tag #</i>	<i>Entire Counties</i>	<i>Partial Counties</i>	<i>Check Box</i>
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>
Mason-Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	<input type="checkbox"/>
Mason-Building	2TS.3	6, 34, 38	27	<input type="checkbox"/>
Mason-Building	2b-on	34		<input type="checkbox"/>
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Mason-Building	2b.2	22, 33	25	<input type="checkbox"/>
Mason-Building	2b.3	6, 34	27	<input type="checkbox"/>
Mason-Building	2b.4	38		<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	12, 55		<input type="checkbox"/>
Mason-Building	3B-Jam-Z2	7	2, 5	<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Building	3B-Z3	15, 32	5	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	3B-Z3.Orleans	37		<input type="checkbox"/>
Mason-Residential	3B-Z3R	15, 32	5	<input type="checkbox"/>
Mason-Residential	3B-Z3R.Orleans	37		<input type="checkbox"/>
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	<input type="checkbox"/>
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		<input type="checkbox"/>
Painter	150	28, 59, 62	26, 35	<input type="checkbox"/>
Painter	178 B	4, 9, 54		<input type="checkbox"/>
Painter	178 E	8, 49	51	<input type="checkbox"/>
Painter	178 I	12, 55		<input type="checkbox"/>
Painter	178 O	13, 39		<input type="checkbox"/>
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<i>Job Classification</i>	<i>Tag #</i>	<i>Entire Counties</i>	<i>Partial Counties</i>	<i>Check Box</i>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	40, 60		<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Westchester County General Construction

Boilermaker

04/01/2016

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2015

Boilermaker \$ 51.56
Repairs & Renovations \$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015

Boilermaker 32% of hourly
Repairs & Renovations Wage Paid
+ \$25.19

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s) 07/01/2015
32% of Hourly
Wage Paid Plus
Amount Below

1st Term	\$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

04/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, State Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.
 Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2015	10/17/2015
Core Drilling:		
Driller	\$ 36.82	+ Additional \$ 2.21
Driller Helper	\$ 29.44	+ Additional \$ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year	\$ 20.61
Helper 2nd year	23.55
Helper 3rd year	26.50
Helper 4th year	29.44

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	10/17/2015
Driller and All Helpers	\$ 22.79	\$ 22.79

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter

04/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2015

Timberman \$ 45.60

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015
\$ 47.05

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1) year terms:

1st	2nd	3rd	4th
\$18.24	\$22.80	\$29.64	\$36.48

Supplemental benefits per hour:
\$ 31.92

8-1556 Tm

Carpenter

04/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015

Building

Millwright

\$ 48.44

+ Additional

\$ 2.40

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright

\$ 50.49

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19)* on HOLIDAY PAGE.

Overtime

See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

* must show up to work

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$26.64	\$31.49	\$36.33	\$46.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$32.81	\$36.15	\$40.63	\$46.21

8-740.1

Carpenter

04/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2015

Marine Construction:

Marine Diver

\$ 61.30

Marine Tender

43.45

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyman

\$ 46.09

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

8-1456MC

Carpenter

04/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

PARTIAL COUNTIES

Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Per hour: 07/01/2015

Carpet/Resilient

Floor Coverer \$ 49.88

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 44.07

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
\$19.95	\$24.94	\$32.42	\$39.90

Supplemental benefits per hour:

\$ 30.22

8-2287

Carpenter

04/01/2016

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015

Piledriver \$ 50.50

Dockbuilder \$ 50.50

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 47.03

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour
(1)year terms:

	1st	2nd	3rd	4th
	\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour:

Apprentices \$ 31.90

8-1556 Db

Carpenter - Building / Heavy&Highway

04/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES
Putnam, Rockland, Westchester

WAGES
WAGES:(per hour)

07/01/2015

BUILDING:
Carpenter \$ 44.47

HEAVY/HIGHWAY:
Carpenter \$ 44.47
Carpenter Concrete Forms \$ 44.47

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen(15) percent of wage plus applicable benefits.

NOTE:Carpenters employed in the abatement or removal of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS

Per hour paid:
BUILDING AND HEAVY/HIGHWAY:
Journeyworker \$ 29.73

OVERTIME PAY

BUILDING:
See (B, E, E2, Q,) on OVERTIME PAGE.

HEAVY/HIGHWAY:
See (B, E, E2, Q*, T**) on OVERTIME PAGE.

HOLIDAY

BUILDING:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

HEAVY/HIGHWAY:
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE including benefits.
Overtime: See (5*, 6*, 16**, 25**) on HOLIDAY PAGE.

*NOTE: For Holidays 5 and 6 code T applies, with benefits at straight time rate.

**NOTE: For Holidays 16 and 25 code Q applies, with benefits at straight time rate.

REGISTERED APPRENTICES

(1) year terms at the following wage rates.

BUILDING-HEAVY/HIGHWAY:

1st	2nd	3rd	4th
\$21.83	\$25.49	\$29.14	\$32.80

Supplemental Benefits per hour paid:

Apprentices

All terms \$ 15.35

11-279.1B/HH

Electrician

04/01/2016

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour:

	07/01/2015	04/28/2016
Electrician/A-Technician	\$ 50.75	\$ 50.75
Teledata	\$ 50.75	\$ 50.75

* Note: All maintenance (TEMPORARY WORK ONLY) of feeders, sub-feeders and wiring of electrical equipment for HEATING OF BUILDINGS shall be paid for at 80% of the regular hourly rate for the first 40 hours. After 40 hours they shall be paid time and one-half.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2015	04/28/2016
Journeyworker	\$ 42.43	\$ 43.70

OVERTIME PAY

See (A, G, *J, P) on OVERTIME PAGE

*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Entering Program PRIOR to April 23, 2014

(1) year terms at the following wage rates:

	07/01/2015	04/28/2016
1st term	\$ 13.75	\$ 13.75
2nd term	16.55	16.55
3rd term	18.65	18.65
4th term	20.60	20.60
MIJ	26.00	26.00

Supplemental Benefits per hour worked:

	07/01/2015	04/28/2016
1st term	\$ 9.74	\$ 9.74
2nd term	13.18	13.18
3rd term	14.58	14.58
4th term	15.88	15.88
MIJ	13.26	13.26

Entering Program AFTER April 23, 2014
 (1) year terms at the following wage rates:

	07/01/2015	04/28/2016
1st term	\$ 12.50	\$ 12.50
2nd term	14.50	14.50
3rd term	16.50	16.50
4th term	18.50	18.50
MIJ 1-12 months	22.50	22.50
MIJ 13-18 months	26.00	26.00

Supplemental Benefits per hour worked:

	07/01/2015	04/28/2016
1st term	\$ 8.88	\$ 8.88
2nd term	11.77	11.77
3rd term	13.10	13.10
4th term	14.43	14.43
MIJ 1-12 months	11.95	11.95
MIJ 13-18 months	13.26	13.26

8-3/W

Electrician **04/01/2016**

JOB DESCRIPTION Electrician **DISTRICT 9**
ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour Paid:	07/01/2015	03/09/2016
Service Technician	\$ 31.40	\$ 32.00

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2015	04/28/2016
Journeyworker:	\$ 14.76	\$ 15.47

OVERTIME PAY
 See (B, E, Q) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3H

Electrician **04/01/2016**

JOB DESCRIPTION Electrician **DISTRICT 8**
ENTIRE COUNTIES
 Westchester

WAGES
 Entering Program PRIOR to April 23, 2014

	07/01/2015	04/28/2016
Electrician	\$ 26.00	\$ 26.00
H - Telephone	\$ 26.00	\$ 26.00

Entering Program AFTER April 23, 2014

	07/01/2015	04/28/2016
Electrician	\$ 22.50	\$ 22.50
H - Telephone	\$ 22.50	\$ 22.50

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of electrical and teledata equipment.
- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.
See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

SUPPLEMENTAL BENEFITS

Entering Program PRIOR to April 23, 2014

	07/01/2015	04/28/2016
Electrician & H - Telephone	\$ 13.26	\$ 13.26

Entering Program AFTER April 23, 2014

	07/01/2015	04/28/2016
Electrician & H - Telephone	\$ 11.95	\$ 11.95

OVERTIME PAY

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is
at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

Elevator Constructor

04/01/2016

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Herndon, Kortright, Meredith, Middletown, Roxbury,
Hancock & Stamford
Rockland: Only the Township of Stony Point.
Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2015	01/01/2016
		Additional
Mechanic	\$ 52.51	\$2.80
Helper	70% of Mechanic Wage Rate	

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

	07/01/2015
Journeyman/Helper	\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Elevator Constructor

04/01/2016

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

	07/01/2015	03/17/2016
Elevator Constructor	\$ 59.55	\$ 60.96
Modernization & Service/Repair	46.92	47.91

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 35.17	\$ 36.86
Modernization & Service/Repair	34.21	35.87

OVERTIME PAY

Constructor. See (D, M, T) on OVERTIME PAGE.

Modern./Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st Term is based on Average wage of Constructor & Modernization.

Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	\$ 28.93	\$ 30.44
2nd Term	29.73	31.27
3rd Term	30.94	32.51
4th Term	32.15	33.75

Modernization & Service/Repair

1st Term	\$ 28.85	\$ 30.37
2nd Term	29.21	30.73

3rd Term	30.32	31.87
4th Term	31.43	33.02

4-1

Glazier

04/01/2016

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2015	11/01/2015	05/01/2016
Glazier	\$ 52.20*	\$ 52.80*	+Additional \$ 1.50
Scaffolding	\$ 53.20*	\$ 53.80*	+Additional \$ 1.50

Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance \$ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

*Additional \$.05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	11/01/2015
Journeyworker	\$ 28.04	\$ 28.29
Repair & Maintenance	16.14	16.14

OVERTIME PAY

OVERTIME: Premium is applied to the respective base wage only.
 See (C*,D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For Repair & Maintenance see (B,B2, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
 Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage rates:

	07/01/2015	11/01/2015
1st term	\$ 17.70	\$ 17.95
2nd term	25.85	26.20
3rd term	31.19	31.54
4th term	41.71	42.14

Supplemental Benefits:

(Per hour worked)

1st term	\$ 13.84	\$ 13.99
2nd term	19.10	19.26
3rd term	20.97	21.13
4th term	24.32	24.57

Insulator - Heat & Frost

04/01/2016

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2015

Insulator \$ 48.45

Discomfort & Additional Training** \$ 49.63

Fire Stop Work* \$ 25.44

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyworker \$ 31.40

Discomfort & Additional Training \$ 32.20

Fire Stop Work: Journeyworker \$ 16.06

OVERTIME PAY

See (B, E, E2, Q, *T) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms.

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 20.84	\$ 25.44	\$ 34.64	\$ 39.25

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 21.28	\$ 26.00	\$ 35.44	\$ 40.17

Supplemental Benefits paid per hour paid:

Insulator Apprentices:

1st term	\$ 12.98
2nd term	16.06
3rd term	22.20
4th term	25.27

Discomfort & Additional Training Apprentices:

1st term	\$ 13.29
2nd term	16.44
3rd term	22.75
4th term	- 25.90

Ironworker

04/01/2016

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2015

Reinforcing & Metal Lathing \$ 53.63

SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing & Metal Lathing \$ 31.95

OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term
\$ 23.01	\$ 28.11	\$ 33.21

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term
\$ 18.18	\$ 18.18	\$ 18.18

4-46Reinf

Ironworker

04/01/2016

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2015 01/01/2016

Ornamental	\$43.20	\$43.45
Chain Link Fence	43.20	43.45
Guide Rail Installation	43.20	43.45

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker: \$48.16 \$49.16

OVERTIME PAY

OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

1st Term	\$36.97	\$37.74
2nd Term	38.10	38.88
3rd Term	39.22	40.02
4th Term	41.46	42.31
5th Term	43.69	44.59

4-580-Or

Ironworker

04/01/2016

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2015 01/01/2016

IRONWORKER:

Ironworker Rigger \$ 56.09 An Additional \$ 1.36

Ironworker Stone Derrickman \$ 56.09 \$ 1.36

SUPPLEMENTAL BENEFITS

Ironworker: \$ 38.37

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2015	\$28.05	\$28.05	\$39.26	\$44.87	\$50.48	\$50.48

Supplemental benefits:

Per hour paid:	\$19.19	\$19.19	\$28.78	\$28.78	\$28.78	\$28.78
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9-197D/R

Ironworker

04/01/2016

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR: 07/01/2015

Ironworker: Structural \$ 48.75

Bridges
 Machinery

SUPPLEMENTAL BENEFITS

PER HOUR:

Journeyman \$ 67.83

OVERTIME PAY

See (B*,E**,Q,V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 25.48
2nd	26.08
3rd - 6th	26.68

Supplemental Benefits

PER HOUR:	
All Terms	47.32

4-40/361-Str

04/01/2016

Laborer - Building

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

	07/01/2015	05/01/2016
Laborer	\$ 36.55	+ Additional \$ 1.65
Laborer-Asbestos & Hazardous Materials Removal	\$ 38.20*	+ Additional \$ 1.65

* Abatement/Removal of:

Lead based or lead containing paint on materials to be repainted is classified as Painter.
 Asbestos containing roofs and roofing material is classified as Roofer.

Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

(per hour worked)
 Journeyworker \$ 23.75

OVERTIME PAY

OVERTIME:..... See (B, E, E2, Q, V*) on OVERTIME PAGE.

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Laborer Only)

(Hourly) terms at the following wage.

Level A	Level B	Level C	Level D	Level E
0-1000	1001-2000	2001-3000	3001-4000	4001+

\$ 21.35 \$ 25.12 \$ 28.40 \$ 33.80 \$ 36.55

Supplemental Benefits per hour worked:

Apprentices	
Level A	\$ 11.65
Level B	13.90
Level C	16.65
Level D	16.80
Level E	23.75

8-235/B

Laborer - Heavy&Highway

04/01/2016

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/ Asphalt Screedman/Raker, Bar Person.

GROUP III: Pavement Breakers, Jeeper Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammmer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

WAGES: (per hour)	07/01/2015	04/01/2016 + Additional \$ 1.50
GROUP I	\$ 39.20	
GROUP II	37.85	
GROUP III	37.45	
GROUP IV	37.10	
GROUP V	36.75	
GROUP VIA	38.75	
Gas Mechanic	44.20	
Flagperson	30.40	

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour Paid	\$ 20.00
Over 40 Hours	
Per Hour Worked	15.20

OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

NOTE: For 'Holiday Paid: 5,6,8,9,15,25
 For 'Holiday Overtime: 5,6 Code 'S' applies
 For 'Holiday Overtime: 8,9,15,25' Code 'R' applies

REGISTERED APPRENTICES

ENROLLED ON OR BEFORE MARCH 31, 2014

1st term 1-499hrs \$ 20.21	1st term 500-1000hrs \$ 20.21	2nd term 1001-2000hrs \$ 24.44	3rd term 2001-3000hrs \$ 28.21	4th term 3001-4000hrs \$ 31.89
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Supplemental Benefits per hour worked:

1st term	None
1st term(500-1000hrs)	\$ 2.85
2nd term	3.85
3rd term	4.85
4th term	5.60

ENROLLED ON OR AFTER APRIL 1, 2014

1st term 1-1000hrs \$ 21.01	2nd term 1001-2000hrs \$ 24.79	3rd term 2001-3000hrs \$ 28.56	4th term 3001-4000hrs \$ 32.24
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Supplemental Benefits per hour worked:

1st term	\$ 3.85
2nd term	3.95
3rd term	4.45
4th term	5.00

8-60H/H

Laborer - Tunnel

04/01/2016

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Class 1: All support laborers/ sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety miners

WAGES:(per hour) 07/01/2015

Class 1 \$ 44.15

Class 2 \$ 46.15

Class 4 \$ 52.15

SHIFT WORK:When mandated by the contracting agency, 2nd and 3rd shifts, and irregular shift work shall be paid at time and one half the regular rate, Monday through Friday. Saturday shall be 1.65 times the regular rate.Sunday shall be paid at 2.15 times the regular rate. Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

Straight time: \$ 25.75

Premium time: \$ 38.63

Shift work

Irregular shifts

Saturday, Sunday

Holidays

OVERTIME PAY

See (B, E, Q, *S, V) on OVERTIME PAGE
 *Work on a holiday which falls on a Saturday

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 15, *16, 25) on HOLIDAY PAGE
 * Double rate and benefits if worked

REGISTERED APPRENTICES

SEE HEAVY/HIGHWAY CLASSIFICATION FOR APPRENTICE RATES

8-60Tun

Lineman Electrician

04/01/2016

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2015	05/02/2016 Additional
Lineman, Tech, Welder	\$ 49.41	\$ 2.50
Crane, Crawler Backhoe	49.41	2.50
Cable Splicer-Pipe Type	54.35	2.50
Digging Mach Operator	44.47	2.50
Cert. Welder-Pipe Type	51.88	2.50
Tractor Trailer Driver	42.00	2.50
Groundman, Truck Driver	39.53	2.50
Mechanic 1st Class	39.53	2.50
Flagman	29.65	2.50

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 20.50
	*plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept of Jurisdiction.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 29.65	\$ 32.12	\$ 34.59	\$ 37.06	\$ 39.53	\$ 42.00	\$ 44.47

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWest

Lineman Electrician - Teledata

04/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

FOR OUTSIDE WORK.

	07/01/2015	01/01/2016	01/01/2017
Cable Splicer	\$ 29.70	\$ 30.29	\$ 30.90
Installer, Repairman	28.19	28.75	29.33
Teledata Lineman	28.19	28.75	29.33
Technician, Equipment Operator	28.19	28.75	29.33
Groundman	14.95	15.25	15.56

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 4.43	\$ 4.43	\$ 4.43
	*plus 3% of wage paid	*plus 3% of wage paid	*plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

04/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chain saws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a ground man/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.03)

Per hour:	07/01/2015	05/02/2016
		Additional
Lineman, Technician	\$ 45.97	\$ 2.00
Crane, Crawler Backhoe	45.97	2.00
Certified Welder	48.27	2.00
Digging Machine	41.37	2.00
Tractor Trailer Driver	39.07	2.00
Groundman Truck Driver	36.78	2.00
Mechanic 1st Class	36.78	2.00
Flagman	27.58	2.00

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems, and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 20.50 *plus 7% of hourly wage
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*The 7% is based on the hourly wage paid, straight time rate or premium rate.
 Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.
 Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 27.58	\$ 29.88	\$ 32.18	\$ 34.48	\$ 36.78	\$ 39.07	\$ 41.37

SUPPLEMENTAL BENEFITS: Same as Journeyman

Mason - Building

04/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015 12/07/2015
 Additional

Building: Tile Setters \$ 54.31 \$ 1.13

SUPPLEMENTAL BENEFITS

Per Hour:

Journey Worker \$23.68* plus \$2.90

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

* This portion of benefits subject to same premium rate as shown for overtime wages.
 Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6750-7500
	\$27.45	\$30.71	\$34.96	\$39.98	\$41.99	\$44.96	\$46.70	\$50.45	\$52.61	\$53.58

Supplemental Benefits per hour:

1st term	\$14.70* plus \$0.72	6th term	\$17.85* plus \$1.51
2nd term	\$15.70* plus \$0.76	7th term	\$16.10* plus \$5.81
3rd term	\$15.70* plus \$0.80	8th term	\$16.60* plus \$5.85
4th term	\$16.60* plus \$1.17	9th term	\$18.35* plus \$6.22
5th term	\$16.85* plus \$1.19	10th term	\$21.62* plus \$6.27

9-7/52A

Mason - Building

04/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages: 07/01/2015 01/01/2016

Marble Cutters & Setters \$ 56.53 \$ 56.89

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 31.17 \$ 32.06

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2015	\$22.61	\$25.44	\$28.27	\$31.09	\$33.92	\$36.74	\$39.57	\$42.40	\$48.05	\$53.70
01/01/2016	\$22.76	\$25.60	\$28.45	\$31.29	\$34.13	\$36.98	\$39.82	\$42.67	\$48.36	\$54.05

Supplemental Benefits per hour paid at the following term:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2015	\$22.87	\$23.55	\$24.26	\$24.95	\$25.63	\$26.32	\$27.03	\$27.72	\$29.09	\$30.48
01/01/2016	\$23.03	\$23.72	\$24.74	\$25.48	\$26.20	\$26.94	\$27.67	\$28.41	\$29.87	\$31.34

9-7/4

Mason - Building

04/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2015 01/01/2016

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc \$ 39.50 \$ 39.73

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 23.88 \$ 24.41

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

(900 hour)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2015	\$ 27.48	\$ 31.40	\$35.33	\$ 39.25
01/01/2016	27.81	31.78	35.76	39.73

Supplemental Benefits Per Hour:

07/01/2015

	\$ 21.49	\$ 22.12	\$ 22.75	\$ 23.38
01/01/2016	22.32	23.02	23.71	24.41

9-7/24-MP

Mason - Building

04/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building:

07/01/2015 01/01/2016

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 50.71 \$ 51.08

Mosaic & Terrazzo Finisher 49.10 49.47

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour:

Mosaic & Terrazzo Mechanic \$ 32.36 \$ 33.14

Mosaic & Terrazzo Finisher 32.35 33.13

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE

Double the rate after 10 hours on Saturday

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2015	\$ 25.35	\$ 27.87	\$ 30.42	\$ 32.94	\$ 35.49	\$ 38.02	\$ 43.08	\$ 48.16
01/01/2016	25.54	28.09	30.65	33.20	35.76	38.31	43.42	48.53

Supplemental benefits per hour:

07/01/2015	\$ 16.19	\$ 17.81	\$ 19.42	\$ 21.05	\$ 22.66	\$ 24.28	\$ 27.52	\$ 30.75
01/01/2016	16.58	18.23	19.89	21.56	23.21	24.86	28.19	31.49

9-7/3

Mason - Building

04/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2015 06/01/2016

Bricklayer \$ 39.93 \$ 40.68

Cement Mason Bldg* 39.93 \$ 40.68

Plasterer/Stone Mason 39.93 \$ 40.68

Pointer/Caulker 39.93 \$ 40.68

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Second shift an additional 15% of wage plus benefits to be paid
 Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half wage and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 30.91 \$ 32.11

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E2, H, V) on OVERTIME PAGE.

All Others See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before September 1 2009 receive full journeyman benefits

11-5wp-b

Mason - Building

04/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015 12/07/2015 06/06/2016

Building: An Additional
 Tile Finisher \$ 41.98 \$ 42.42 \$ 0.82

SUPPLEMENTAL BENEFITS

Per Hour:

Journey worker \$ 21.02* \$ 20.12*
 plus \$ 6.89 plus \$ 8.17

OVERTIME PAY

See (B, E, Q, *V) on OVERTIME PAGE

* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building

04/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2015 01/01/2016

Marble, Stone, etc.
 Maintenance Finishers: \$ 21.57 \$ 21.76

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
 Maintenance Finishers: \$ 12.20 \$ 12.40

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:
 (750 hour) terms at the following percentage of journeyman's wage rate:
 07/01/2015 01/01/2016

1st term 0-750	70%
2nd term 750-1500	74%
3rd term 1501-2250	78%
4th term 2251-3000	82%
5th term 3001-3750	88%
6th term 3751-4500	96%

Supplemental Benefits:
 Per hour paid

1st term	\$ 11.92	\$ 12.31
2nd term	11.93	12.31
3rd term	11.94	12.33
4th term	11.95	12.34
5th term	11.96	12.37
6th term	11.98	12.39

9-7/24M-MF

Mason - Building / Heavy&Highway

04/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2015 01/01/2016

Marble-Finisher \$ 45.08 \$ 45.35

SUPPLEMENTAL BENEFITS

Journeyworker:
 per hour paid

Marble- Finisher \$ 30.41 \$ 31.04

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

04/01/2016

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2015	06/01/2016
Bricklayer	\$ 40.43	\$ 41.18
Cement Mason*	40.43	\$ 41.18
Marble/Stone Mason	40.43	\$ 41.18
Plasterer	40.43	\$ 41.18
Pointer/Caulker	40.43	\$ 41.18

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half times wage and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 30.91	\$ 32.11
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

*Cement Mason See (B, H, V)

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before September 1, 2009 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

04/01/2016

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES
 Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes(All Types up to 49 tons), Boom Trucks, Cherry Pickers, Clamshell Crane, Derrick, Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Conventional and Hydraulic.

Cranes (All types 100 tons and over), Tower, Climbing, Conventional, Hydraulic.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator,Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist-Single, Double or Triple Drum, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator,and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Maintenance Engineer, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame).

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types, Negative Air Machine (Asbestos Removal),Push Button (Buzz Box) Elevator.

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Concrete Pump, Crane Operator in Training(Over 100 Tons, Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Concrete Buggy(One yard and up, Ride on dumper,Benford or Similar) Fire Watchman, Forklift(All power sources),Joy Drill or similar,Tractor Drilling Machine, Loader(1 1/2 yards and under),Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer(Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu.Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand stone-cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing, Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5),

GROUP IV-B: Compressor(Under 125 cu.Feet), Heater(All Types), Lighting Unit (Portable & Generator) Pump,Pump Station(Water,Sewer, Portable, Temporary), Steam Jenny, Sweeper, Chipper, Mulcher, Welding Machine (Steel Erection & Excavation)

GROUP V: Crane Operator in Training(65 Tons to 100 Tons), Mechanics Helper,Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-A: Welder,Certified.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2015	03/07/2016	03/06/2017
GROUP I			
Cranes- up to 49 tons	\$ 58.32	\$ 59.76	\$ 61.65
Cranes- 50 tons to 99 tons	60.37	61.86	63.81
Cranes- 100 tons and over	69.01	70.71	72.94
GROUP I-A	50.98	52.23	53.90
GROUP I-B	46.93	48.09	49.63
GROUP II	49.16	50.37	51.98
GROUP III-A	47.34	48.50	50.06

GROUP III-B	45.03	46.14	47.62
GROUP IV-A	46.85	48.01	49.55
GROUP IV-B	39.52	40.49	41.80
GROUP V	42.66	43.70	45.12
GROUP VI-A	50.04	51.27	52.91
GROUP VI-B			
Utility Man	40.44	41.43	42.78
Warehouse Man	42.42	43.46	44.87

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
 Loader operators over 5 cubic yard capacity additional .50 per hour.
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2015	03/07/2016	03/08/2017
Journeyworker	\$ 19.14	\$ 19.75	\$ 20.50
	Per hour paid	Per hour paid	Per hour paid
	+\$8.02	+\$8.02	+\$8.02
	Per hour worked	Per hour worked	Per hour worked

OVERTIME PAY

OVERTIME:..... See (B, E,P,R*,U**,V) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.

Overtime:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.

* For Holiday codes 11, 12, 15, 25, code R applies.

** For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

8-137B

Operating Engineer - Building

04/01/2016

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE:Construction surveying

Party chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour)	07/01/2015	07/01/2016 An Additional
Building Construction:		
Party Chief	\$ 66.52	\$ 2.64
Instrument Man	\$ 52.95	\$ 2.25
Rodman	\$ 36.24	\$ 1.78
Steel Erection:		
Party Chief	\$ 67.76	\$ 2.52
Instrument Man	\$ 54.07	\$ 2.16
Rodman	\$ 38.11	\$ 1.73
Heavy Construction-NYC counties only: (Foundation, Excavation.)		
Party Chief	\$ 72.18	\$ 2.80

Instrument man	\$ 54.57	\$ 2.30
Rodman	\$ 46.74	\$ 2.08

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Steel Erection Only	\$ 19.80* + 6.65

All Other Classifications	\$ 20.05* + 6.65
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* This portion subject to same premium as wages

OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE
 Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
 Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Heavy&Highway

04/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party
 Instrument Man - One who runs the instrument and assists Party Chief
 Rodman - One who holds the rod and in general, assists the Survey Crew
 Categories cover GPS & Underground Surveying

Per Hour:	07/01/2015	07/01/2016
Party Chief	\$ 69.72	An Additional \$ 2.73
Instrument Man	52.61	2.24
Rodman	44.96	2.10

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
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All Categories Straight Time:	\$ 26.70
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Premium: Time & 1/2	\$ 36.73
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Double Time	\$ 46.75
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OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE
 * Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway

04/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
 Dragline, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual purpose and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, chipper (all types), close circuit t.v., Compactor with Blade, Concrete Portable Hoist, C.M.I. or Similar, Conway or Similar Mucking Machines, Gradall, Shovel Backhoe, etc. Grader, Derrick (Stone-Steel) Elevator & Cage, Front End Loaders over 1 1/2yds Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull (Scrapers over 20 yds struck), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter, Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, Spreader (asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or Similar, Tractor type Demolition Equipment, Whirly,P-811 Track Renewal Machine-Similiar, certified Welder, Excavator (and all attachments).

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver-Asphalt.

GROUP II-A: Balast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibratory Roller, etc., Roller 4 ton and over, Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Farm Tractor (All Types), Forklift (All), Gas Tapping(Live),Hydroseeder, Loader 1 1/2 yards and under, Locomotive(All Sizes), Machine Pulling Sheep's Foot Roller, Portable Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Roller (Under 4 ton), Stone Crusher, Sweeper, Turbo JetBurner or Similar, Sheer Excavator, Skid Steer/Bobcat, Well Drilling Machine.

GROUP IV-A: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine, Heater all types, Lighting Unit (Portable & Generator), Mechanic's Helper, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Stock Room Attendant, Welding Machine Steel Erection Excavation), Well Point System, Welder's Helper,

GROUP V-A: Engineer-All Tower Cranes-All Climbing Cranes and all cranes of 100 ton capacity or greater(3900 Manitowac or similar), Hoist Engineer(Steel), Engineer-Pile Driver, Welder-Certified, Jersey Spreader, Pavement Breaker(Air Ram), Post Hole Digger.

WAGES: (per hour)

	07/01/2015	03/07/2016
Group I	\$ 55.61	\$ 57.28
Group I-A	49.12	50.62
Group I-B	51.71	53.28
Group II-A	47.07	48.51
Group II-B	48.52	50.00
Group III	46.26	47.68
Group IV-A	42.12	43.42
Group IV-B	36.28	37.42
Group V-A		
Engineer All Tower, Climbing and Cranes of 100 Tons	62.88	64.76
Hoist Engineer(Steel)	57.02	58.74
Engineer(Pile Driver)	60.75	62.57
Jersey Spreader, Pavement Breaker. (Air Ram) Post Hole Digger	48.14	49.62

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
 (per hour)

Journeyman:	07/01/2015	03/07/2016
	\$18.14 on all hours paid	\$18.75 all hours paid
	PLUS \$8.00 for first 40 hours worked	PLUS \$8.00 for first 40 hours worked
	PLUS \$1.00 on all hours worked	PLUS \$1.00 on all hours worked

OVERTIME PAY
 See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY
 Paid:..... See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
 Overtime..... See (5, 6, 8, 9, 15, 25) on OVERTIME PAGE

* For Holiday codes 8,9,15,25 code R applies
 ** For Holiday Codes 5 & 6 code U applies
 Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
 (1)year terms at the following rate.

	07/01/2015	03/07/2016
1st term	\$ 23.10	\$ 23.81
2nd term	27.73	28.58
3rd term	32.36	33.36
4th term	36.99	38.13

Supplemental Benefits per hour:

Apprentices:	07/01/2015	03/07/2016
	\$ 18.14 on all hours paid PLUS \$1.00 on all hours worked	\$ 18.75 on all hours paid PLUS \$1.00 on all hours worked

8-137HH

Operating Engineer - Heavy&Highway - Tunnel

04/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES
 Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane (Crane on Barge-Under 100 Tons), Hoist Engineer (Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe & Dual purpose & similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boat Captain, Boring Machine(all types), Bull Dozer-all types, Central Mix Plant Operator, Cherry Picker(Cableway or hydraulic), Chipper-all types, Close Circuit T.V., Compactor with Blade, Concrete Portable Hoist, C.M.I. or similar, Conway or similar Mucking Machine, Crane(Crawler or Truck) dragline, Gradall, Shovel Backhoe, etc. Grader, Derrick(Stone-Steel), Elevator & Cage(materials or passengers), Front End Loaders over 1 1/2 yards, Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer-Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull(Scrapers over 20 yards struck), Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(concrete), Pulsemeter, Push Button(Buzz Box)Elevator, Raise Boring Machine, Road Mix Machines. Robot Hammer(Brock or similar), Robotic EquipmentRoss Carrier and similar machines, Shovels(Tunnels), Side Boom, Slip Form Machine, Spreader(Asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar, Tractor type demolition equipment, Whirly.

GROUP I-B: Road Paver(Asphalt).

GROUP II-A: Balast Regulators, Compactor Self-propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Roller 4 ton and over, Scrapers (20 yard struck and under), Switch Tampers, Vibratory Roller, etc., Welder.

GROUP II-B: Mechanic(outside) all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor(all types), Finishing Machine(Concrete) Fine Grading Machine, Firemen, Forklift(ALL), John Henry Drill or similar, Joy Drill or similar Tractor Drilling Machine, Loader 1 1/2 yards and under, Locomotive(all sizes), Maintenance Engineer, Machine Pulling Sheeps Foot Roller, Material Hopper, Mixer Concrete(21-E & over), Mulching Grass Spreader, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo Jet Burner or similar, Well Drilling Machine, Winch Truck "A' Frame.

GROUP IV-A: Service Person(Fuel Truck), Service Person(Grease Truck).

GROUP IV-B: Bending Machine, Compressor-Compressor Plant-Paint, Compressor-Steel Erection, Compressor Truck Mounted(2-6), Conveyor Belt Machine, Dust Collector, Heater(all types), Lighting Unit(portable & generator), Mixer Concrete under 21-E, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or similar), Roller Motorized(Walk behind), Steam Jenny, Stock Room Attendant, Syphon Pump-Air-Stream, Tar Joint Machine, Vibrator(1 to 5), Welding Machine, Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2015	03/07/2016
GROUP I	\$ 55.61	\$ 57.28
GROUP I-A	49.12	50.62
GROUP I-B	51.71	53.28
GROUP II-A	47.07	48.51
GROUP II-B	48.52	50.00
GROUP III	46.26	47.73
GROUP IV-A	42.12	43.42
GROUP IV-B	36.28	37.42
GROUP V-A		
Engineer-Cranes	62.88	64.76
Engineer-Pile Driver	60.75	62.57
Hoist Engineer	57.02	58.74
Jersey Spreader	48.14	49.62
Pavement Breaker	48.14	49.62
Post Hole Digger	48.14	49.62

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker:

07/01/2015 \$ 18.14 on all hours paid PLUS \$8.00 limited to first 40 hours worked PLUS \$1.00 for all hours worked	03/07/2016 \$ 18.75 on all hours paid PLUS \$8.00 limited to first 40 hours worked PLUS \$1.00 for all hours worked
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OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates.

	07/01/2015	03/07/2016
1st year	\$ 23.10	\$ 23.81
2nd year	27.73	28.58
3rd year	32.36	33.36
4th year	36.99	38.13

Supplemental Benefits per hour:

\$ 18.14 for all hours paid +\$1.00 for all hours worked	\$ 18.75 for all hours paid +\$1.00 for all hours worked
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8-137Tun

Operating Engineer - Marine Construction

04/01/2016

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2015

CLASS A

Operator, Leverman, \$ 35.63
 Lead Dredgeman

CLASS A1

Dozer, Front Loader To conform to Operating Engineer
 Operator Prevailing Wage in locality where work
 is being performed including benefits.

CLASS B

Spider/Spill Barge Operator, \$ 30.81
 Tug Operator(over1000hp),
 OperatorII, Fill Placer,
 Derrick Operator, Engineer,
 Chief Mate, Electrician,

Chief Welder,
 Maintenance Engineer

Certified Welder, \$ 29.01
 Boat Operator(licensed)

CLASS C \$ 28.22
 Drag Barge Operator,
 Steward, Mate,
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 27.30

CLASS D \$ 22.68
 Shoreman, Deckhand,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2015
 \$ 9.99 plus 8%
 of straight time
 wage, Overtime hours
 add \$ 0.63

All Class C \$ 9.69 plus 8%
 of straight time
 wage, Overtime hours
 add \$ 0.48

All Class D \$ 9.39 plus 8%
 of straight time
 wage, Overtime hours
 add \$ 0.33

OVERTIME PAY
 See (B, F, R) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew - Consulting Engineer 04/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
 Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES
 Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour:	07/01/2015	07/01/2016
Survey Classifications		An Additional
Party Chief	\$ 37.04	\$ 2.24
Instrument Man	30.59	1.98
Rodman	26.52	1.82

SUPPLEMENTAL BENEFITS
 Per Hour:

All Crew Members: \$ 19.10

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter

04/01/2016

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour: 07/01/2015

Drywall Taper \$ 41.75

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2015
Journeyman \$ 20.97

OVERTIME PAY

See (A, H) on OVERTIME PAGE

For Journeyman: Deduct \$4.25 from wage rate BEFORE calculating overtime pay.

For Apprentices: Deduct \$ 2.44 from 2nd term wage rate, and \$ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages(per Hour) 07/01/2015

1500 hour terms at the following wage rate:

1st term \$ 18.13
2nd term \$ 27.19
3rd term \$ 36.26

Supplemental Benefits per hour:

One year term (1500 hours)at the following dollar amount.

1st year \$ 10.25
2nd year \$ 16.43
3rd year \$ 19.25

8-NYDCT9-DWT

Painter

04/01/2016

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015
Brush	\$ 43.75
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	43.75
Spray & Scaffold	46.75
Fire Escape	46.75
Decorator	46.75
Paperhanger/Wall Coverer	41.08

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015
Paperhanger	\$ 29.33
All others	20.97
Premium*	23.47*

*Applies only to "All others" category, not paperhanger journeyman.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Indentured after 5/31/93 (1) year terms at the following wage rate.
 (per hour)

	07/01/2015
Appr 1st term...	\$ 16.55
Appr 2nd term...	21.66
Appr 3rd term...	26.24
Appr 4th term...	35.02

Supplemental benefits:
 (per Hour worked)

Appr 1st term...	\$ 10.23
Appr 2nd term...	12.92
Appr 3rd term...	15.20
Appr 4th term...	19.70

8-NYDC9-B/S

Painter - Bridge & Structural Steel

04/01/2016

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked:

STEEL:

Bridge Painting:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -	\$ 48.00	\$ 49.00
	+ 5.63*	+ 6.13*
From Nov. 16th to April 30th -	\$ 48.00	\$ 49.00
	+ 5.63*	+ 6.13*

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$48.00 or \$49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	\$ 28.95	\$ 29.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.95	29.70
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms	07/01/2015	10/01/2015
1st 90 days	\$ 21.45	\$ 22.05
1st year after 90 days	21.45	22.05
2nd year	32.18	33.08
3rd year	42.90	44.10

Supplemental Benefits per hour worked:	07/01/2015	10/01/2015
1st 90 days	\$ 8.83	\$ 9.23
1st year after 90 days	11.58	11.98
2nd year	17.37	17.97
3rd year	23.16	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping

04/01/2016

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2015
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2015
 Journeyworker:

Striping-Machine operator \$ 14.18
 Linerman Thermoplastic \$ 14.55

OVERTIME PAY

See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher

04/01/2016

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2015	06/01/2016	06/01/2017
Metal Polisher	\$ 28.07	\$ 28.88	\$ 29.73
Metal Polisher**	29.02	29.83	30.68
Metal Polisher***	31.57	32.38	33.23

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker: All classification	\$ 9.12	\$ 9.26	\$ 9.41

OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2015	06/01/2016
1st year	\$ 11.75	\$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplemental benefits:

Per hour paid:

1st year	\$ 6.26	\$ 6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

8-8A/28A-MP

Plumber

04/01/2016

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2015

Plumber and
Steamfitter

\$ 53.16

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 26.43 Per hour paid
+ \$2.73 per hr. worked**

** Not Subject to Overtime.

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

OVERTIME: See on OVERTIME PAGE.

* NOTE: Time and one half for the first 8 hours on Saturday. Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wages.

1st Term	\$ 19.61
2nd Term	22.55
3rd Term	26.00
4th Term	37.27
5th Term	40.01

Supplemental Benefits per hour:

Apprentices

1st term	\$11.19 per hour paid + 1.16 per hour worked
2nd term	12.38 per hour paid + 1.30 per hour worked
3rd term	14.76 per hour paid + 1.60 per hour worked
4th term	18.87 per hour paid + 2.36 per hour worked
5th term	20.09 per hour paid + 2.36 per hour worked

8-21.1-ST

Plumber - HVAC / Service

04/01/2016

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury
 Ulster: Entire County (including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2015

HVAC Service \$ 39.70

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2015

Journeyworker HVAC Service
 \$ 18.09 per hour paid
 + 1.10 per hour worked**

** Not subject to overtime

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE
 Note: Time and one half for the first eight hours on Saturdays.
 Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

HVAC SERVICE

REGISTERED APPRENTICES

(1) year terms at the following wages.

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2015	\$ 18.59	\$ 21.71	\$ 27.13	\$ 33.19	\$ 35.69

Supplemental Benefits per hour worked:

	07/01/2015
Apprentices	07/01/2015
1st term	\$ 15.17 per hour paid + 1.10 per hour worked
2nd term	\$ 15.66 per hour paid + 1.10 per hour worked
3rd term	\$ 16.30 per hour paid + 1.10 per hour worked
4th term	\$ 17.02 per hour paid + 1.10 per hour worked
5th term	\$ 17.57 per hour paid + 1.10 per hour worked

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

04/01/2016

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Ulster, Westchester

WAGES

Per hour: 07/01/2015
 Journeyworker: \$ 41.15

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 22.11 per hour paid
 + 2.73 per hour worked**

**Not subject to overtime

OVERTIME PAY

See (B, *E, E2, Q, V) on OVERTIME PAGE

Note: Time and one half for the first eight hours on Saturdays.

Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wages.

1st year	\$ 18.06
2nd year	20.00
3rd year	21.48
4th year	30.26
5th year	31.90

Supplemental Benefits per hour:

Apprentices	
1st year	\$ 7.07 per hour paid + 0.50 per hour worked
2nd year	8.13 per hour paid + 0.93 per hour worked
3rd year	11.43 per hour paid + 1.05 per hour worked
4th year	15.15 per hour paid + 1.46 per hour worked
5th year	16.26 per hour paid + 1.90 per hour worked

8-21.3-J&A

Roofer

04/01/2016

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2015

Roofer/Waterproofer \$ 42.20

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Journeyworker \$ 28.93

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

1st	2nd	3rd	4th
\$ 2.70	\$ 14.76	\$ 17.59	\$ 21.85

9-8R

Sheetmetal Worker

04/01/2016

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2015

Sign Erector \$ 45.60

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015

Sign Erector \$ 40.25

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$11.08	\$12.55	\$14.04	\$15.51	\$21.93	\$23.86	\$26.46	\$28.45	\$30.42	\$32.40

4-137-SE

Sheetmetal Worker

04/01/2016

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

07/01/2015

SheetMetal Worker \$ 43.41

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 36.27

OVERTIME PAY

OVERTIME: See (B, E, Q,) on OVERTIME PAGE.

*Note: For Sundays or Holidays worked, HOURLY WAGE is double the total of the hourly wage plus the hourly benefit paid all in wages. (Benefits are included in the wages).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$16.07	\$18.07	\$ 20.09	\$ 22.09	\$ 24.09	\$ 26.11	\$ 28.59	\$ 31.07

Supplemental Benefits per hour:

Apprentices

1st term	\$ 15.80
2nd term	17.79
3rd term	19.75
4th term	21.73
5th term	23.72
6th term	25.68
7th term	27.19
8th term	28.69

8-38

Sprinkler Fitter

04/01/2016

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour

07/01/2015

Sprinkler
Fitter

\$ 41.47

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 21.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 15.12	\$ 15.12	\$21.30	\$21.30	\$21.30	\$21.30	\$21.30	\$21.30

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.68	\$ 8.74	\$ 15.52	\$ 15.58	\$ 16.04	\$ 16.20	\$ 16.26	\$ 16.31	\$ 16.37	\$ 16.43

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 7.90	\$ 7.90	\$ 15.12	\$ 15.12	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37

1-669.2

Teamster - Building / Heavy&Highway

04/01/2016

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP CC: Light Tower, Attenuator Trucks

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid,DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment(under 40 tons), Euclid.

GROUP HH: Off-road Equipment(under 40 tons)D.J.B.

GROUP I: Off-road Equipment(under 40 tons)Darts.

GROUP II: Off-road Equipment(under 40 tons)RXS.

WAGES:(per hour)

07/01/2015

GROUP A	\$ 39.52*
GROUP B	40.14*
GROUP BB	39.64*
GROUP C	42.27*
GROUP CC	39.52*
GROUP D	39.97*
GROUP E	40.52*
GROUP F	41.52*
GROUP G	40.27*
GROUP H	40.89*
GROUP HH	41.27*
GROUP I	41.02*
GROUP II	41.39*

* To calculate premium wage, subtract \$.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
 For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyworker

First 40 hours	\$25.32
For the 41st-45th hours	10.13
Over 45 hours	0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

OVERTIME PAY
 See (B, E, P, R) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

Welder **04/01/2016**

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2015

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) - Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



New York State Department of Labor - Bureau of Public Work
 State Office Building Campus
 Building 12 - Room 130
 Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: _____
 (Check Only One) Contracting Agency Architect or Engineering Firm Public Work District Office Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p> <p>Telephone: () _____ Fax: () _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5)</p> <p><input type="checkbox"/> 01 DOT <input type="checkbox"/> 07 City</p> <p><input type="checkbox"/> 02 OGS <input type="checkbox"/> 08 Local School District</p> <p><input type="checkbox"/> 03 Dormitory Authority <input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</p> <p><input type="checkbox"/> 04 State University Construction Fund <input type="checkbox"/> 10 Village</p> <p><input type="checkbox"/> 05 Mental Hygiene Facilities Corp. <input type="checkbox"/> 11 Town</p> <p><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT <input type="checkbox"/> 12 County</p> <p><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</p>
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<p>3. SEND REPLY TO <input type="checkbox"/> check if new or change Name and complete address:</p> <p>Telephone: () _____ Fax: () _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements.</p> <p style="text-align: center;">APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td> <td style="width: 50%;">OFFICE USE ONLY</td> </tr> </table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY		

B. PROJECT PARTICULARS

<p>5. Project Title _____</p> <p>Description of Work _____</p> <p>Contract Identification Number _____</p> <p>Note: For NYS units, the OSC Contract No. _____</p>	<p>6. Location of Project: Location on Site _____</p> <p>Route No/Street Address _____</p> <p>Village or City _____</p> <p>Town _____</p> <p>County _____</p>
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<p>7. Nature of Project - Check One:</p> <p><input type="checkbox"/> 1. New Building</p> <p><input type="checkbox"/> 2. Addition to Existing Structure</p> <p><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</p> <p><input type="checkbox"/> 4. New Sewer or Waterline</p> <p><input type="checkbox"/> 5. Other New Construction (Explain)</p> <p><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</p> <p><input type="checkbox"/> 7. Demolition</p> <p><input type="checkbox"/> 8. Building Service Contract</p>	<p>8. OCCUPATION FOR PROJECT :</p> <table> <tr> <td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td> <td><input type="checkbox"/> Guards, Watchmen</td> </tr> <tr> <td><input type="checkbox"/> Tunnel</td> <td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td> </tr> <tr> <td><input type="checkbox"/> Residential</td> <td><input type="checkbox"/> Moving furniture and equipment</td> </tr> <tr> <td><input type="checkbox"/> Landscape Maintenance</td> <td><input type="checkbox"/> Trash and refuse removal</td> </tr> <tr> <td><input type="checkbox"/> Elevator maintenance</td> <td><input type="checkbox"/> Window cleaners</td> </tr> <tr> <td><input type="checkbox"/> Exterminators, Fumigators</td> <td><input type="checkbox"/> Other (Describe)</td> </tr> <tr> <td><input type="checkbox"/> Fire Safety Director, NYC Only</td> <td></td> </tr> </table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Guards, Watchmen	<input type="checkbox"/> Tunnel	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators	<input type="checkbox"/> Residential	<input type="checkbox"/> Moving furniture and equipment	<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Trash and refuse removal	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Window cleaners	<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Other (Describe)	<input type="checkbox"/> Fire Safety Director, NYC Only	
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<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Window cleaners														
<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Other (Describe)														
<input type="checkbox"/> Fire Safety Director, NYC Only															

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester _____

Signature _____



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYS DOL Bureau of Public Work Debarment List 02/02/2016

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8016	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WRABEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020

NYS DOL Bureau of Public Work Debarment List 02/02/2016

Article 8

DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11650	09/24/2012	09/02/2020
DOL	DOL	****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	DOL	****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY "Z" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	****4683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017

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DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7855	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 CAHWILER ROAD RODAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEWHYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019

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DOL	DOL		DIANE DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 58TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 58TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	****8011	ECO CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/2002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PLSTE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018

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DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****6961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTING INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTION & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018

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DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2481 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020

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DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 298EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	08/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998

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DOL	DOL	****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTING CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC	****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	****3141	MACKIE REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34838	11/10/2015	11/10/2020
DOL	DOL	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020

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DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2877 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018

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DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3080 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019

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DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SAEED HASAN		4556 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUIL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018

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DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367 LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREET ASTORIA NY 11105	08/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINGI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		988 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08862	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017

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Article 8

DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020

SECTION H
GENERAL CONDITIONS

GENERAL CONDITIONS

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NOTE: The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

GENERAL CONDITIONS

PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Owner and the Contractor.
- b. The term "Owner" means the **Village of Port Chester**, which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor for work at the site of the project for and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the area shown on the drawing in the immediate vicinity of the work, unless otherwise defined in the Special Conditions.
- f. The term "Engineer" means the Engineer of the Project, or such of his subordinates or assistants as have Project Engineer status: or if a Consulting Engineer is employed to perform construction management and inspection, then this term shall apply to said Consulting Engineer and those subordinates and assistants that have Project Engineer status. A list of authorized Project Engineers will be furnished to the Contractor on request.
- g. The term "**Village**" means the **Village of Port Chester** within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.
- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished; the quality of workmanship required; measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner, for the work at all times during working hours with full authority to act for him. The Contractor

shall also provide an adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Owner, any language barrier exist between the superintendent and the Owner, the Contractor shall furnish a qualified interpreter.

- b. The Contractor shall lay out his work including all survey required and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has received written approval of such Subcontractor from the Owner.
- b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. All subcontractors must have adequate superintendence on the work site when they are performing work.
- c. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- d. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.
- e. The Contractor shall not subcontract more than 50% of the total work of this contract. Any material purchased by the Contractor and not used by him in his work shall be considered a Subcontract.

104. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with this work or to perform work related to this project with his own forces. The Contractor shall offer other Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs. The Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not permit or commit any act, which will interfere with the performance of work by any other Contractor as scheduled.

Wherever work being done by the Owner or its forces, or other Contractors, is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

If any part of the Contractor's work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

105. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools equipment, water light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

106. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or Suppliers engaged upon this Contract. He shall be prepared to guarantee to each of the Subcontractors, the locations and measurements that they may require for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and specifications and except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

107. MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, in any judgment or claims against the owner shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Owner and Engineer.

108. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner.

No assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

109. PROGRESS SCHEDULE

The Contractor shall submit within seven (7) calendar days after award a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- a. The project name, number and geographic location.
- b. The contract time, contract beginning date, and ending date.

- c. The time of beginning and completion of each significant phase of this contract.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Owner. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Owner.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used.

110. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Village of Port Chester Village Hall, and any notice to or demand upon Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage- prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing), when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

111. PAYMENTS TO CONTRACTOR

a. Partial Payments

- 1. The Engineer shall prepare an estimate of the work performed for partial payment as of a mutually agreed upon date at least 30 days after the beginning of work, and approximately every 30 days thereafter. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices, if any, contained in the Agreement.

There will be no payments or partial payments to the Contractor for materials purchased and stored/stockpiled on the project site.

- 2. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of

all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

b. Final Payment

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed without retainage less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner, arising under and by virtue of his Contract, other than such claims, if any as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.
2. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts of any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. If it was necessary for the Owner to expend money for labor, materials or equipment on this project because the Contractor failed to perform satisfactorily or promptly, and a bill for such sum remains unpaid, the Owner may deduct this sum from partial payments or the final payment. Furthermore, if the specifications provide for certain work to be done by the Owner with the fee or cost to be borne by the Contractor, and a bill for such services remains unpaid, the Owner may deduct this sum from the partial or the final payment.
4. Withholding of any amount due the Owner under the section entitled "LIQUIDATED DAMAGES" shall be deducted from the final payment due the Contractor. At the Owner's option, liquidated damages may be deducted from any partial payment.

c. Withholding Payments

Notwithstanding the above, the Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Sub-contractors by the Section entitled, CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

112. CHANGES IN THE WORK

- a. The Owner may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner, authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
- c. The Contractor agrees to perform any of the aforementioned changed work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.
- d. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.
- e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.
- f. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved in the applicable unit prices specified in the Contract.
- g. If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 1. If the change in the work involves additional work, the procedure shall be as follows:
 - (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
 - (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost-Plus Basis. A Cost-Plus Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit as stipulated below:

"Net cost of the work" is defined as (1) gross cost of labor plus (2) net cost of materials plus (3) gross cost of equipment.

- (1) "Gross cost of labor" is defined as the cost of labor plus fringe benefits.

"Cost of labor" is defined as the cost of required labor based on the prevailing rates established by the New York State Department of Labor and stated in the Contract Document. No part of any salary for employees above the grade of foreman, and having general supervision of this work, will be included in this item.

"Fringe benefits" are defined as all insurance's, taxes and other benefits for the employee required by law or by union contract. The actual value of such fringe benefits shall be as listed in the New York State Department of Labor for each individual employee used in the work.

- (2) "Net cost of materials" shall be defined as the cost of all materials incorporated in the work, including delivery charges, less any allowable cash discounts, as shown by receipted bills.

- (3) "Gross cost of equipment" is defined as the "net cost of equipment" plus an escalation allowance from date of signing of the contract for increase in established cost of fuel and lubricants in the work area.

"Net cost of equipment" shall be defined as a rental rate, which is reasonable and based on rental rates prevailing in the area where the work is to be done. Such rental rate shall be based on the rates published in the "Rental Rate Blue Book" and shall be agreed upon in writing before the work is begun.

The cost of furnishing small tools and accessories and materials used for construction but not incorporated in the work shall be considered as part of the Contractor's overhead, and shall not be included in the "net cost of the work".

The Contractor must provide a certified copy of payroll on a monthly basis.

An allowance of 20% will be added for overhead and profit to "gross cost of labor" and "Net Cost of Materials" and is hereby stipulated to be in lieu of an actual determination of overhead and profit. The Contractor in submitting his bid agrees that this allowance shall be used, regardless of whether actual overhead and profit is more or less than this amount.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allows for use of such equipment.

2. If the change in the work requires a reduction in the work involved, the procedure shall be as follows:
- (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
 - (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit. The Owner may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, he may appeal

the same in accordance with the procedures outlined in the GENERAL CONDITIONS.

- h. Each Change Order shall include in its final form:
 - 1. A detailed description of the change in the work.
 - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3. Definite statements as to the resulting change in the Contract price and/or time.
 - 4. The statement that the Change Order is subject to the approval of the Owner.
- i. Any error or discrepancy in or between any of the Contract Documents shall be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.
- j. Change Orders shall in general be in writing. If a Contractor claims that a change order was given to him orally, his claim shall be invalid unless such oral change order was given by an authorized Engineer as defined in Section 101.f of this Contract, and further unless such oral change order was confirmed in writing within 24 hours of the giving of the alleged oral change order.
- k. When change orders, or claims involve a subcontractor, no surcharge will be allowed the Contractor for handling, processing, supervision, or coordination.

113. CLAIMS FOR EXTRA COST

- a. All claims between parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.
- b. As soon as practicable after the final submission of all information the Owner shall make a determination of any claim. Said decision of the Owner shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant the Owner shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty-(60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- c. There shall be no added compensation paid for delay to the Contractor unless the Owner causes said delay by a material breach of this Contract, and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND

EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.

- d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- e. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections - "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS.
- f. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

114. NO OPTIONS PAID

It shall be clearly understood that there will be no payment for materials incorporated into the work (other than that shown on the Contract Drawings or specified) unless ordered by the Engineer.

115. TIME AND MATERIALS WORK NOTIFICATION

Should the Contractor perform work in accordance with the General Conditions, "CHANGES IN THE WORK", he shall give a minimum of 24 hours advance written notice prior to his anticipated beginning any work on a Cost-Plus Basis, to the Owner.

116. TERMINATION; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES

- a. Termination of Contract for Convenience: For its own convenience the Owner may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses, including anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Owner, may at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate changes of the Owner against the Contractor:

- 1. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or resale of materials ordered; and
- 2. On Lump Sum projects, a mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed. On unit price contracts,

allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit prices bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

b. Termination of Contract for Cause: In addition, the Owner may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

1. Failure to begin the work under the Contract within the time specified.
2. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
3. Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
4. Neglecting or refusing to remove material rejected as defective and unsuitable.
5. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
6. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
7. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
8. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
9. Making any assignment for the benefit of creditors.
10. Violating any covenants contained in the Contract Documents.
11. Failure to eliminate unsafe conditions within 12 hours.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner, may at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract shall be deducted from monies due or which may become due said Contractor. In case such expense shall exceed the

sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

- c. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
1. To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war, National Defense, or any other national emergency.
 2. To any acts of the Owner caused by an injunction or litigation against said Owner, by a third party.
 3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in performance of some other Contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 4. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "c".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and the extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Owner by reason of any delay.

- d. Liquidated Damages for Delay. If the work is not completed within the time stipulated in Section - TIME OF COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed agreed, and as liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Owner for the amount thereof. Neither permission given by the Owner for the Contractor to continue the work after the time fixed for completion, nor the inspection and acceptance of such work, shall be deemed a waiver on the part of the Owner of any of his rights under this Contract.

117. ENGINEER'S AUTHORITY

The Engineer will decide all questions, which may arise in the relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition

precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

118. TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy within the Contract Drawings or within the Technical specifications, the matter shall be immediately submitted to the Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

119. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely request of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

120. SHOP DRAWINGS

Shop drawings are required for all manufactured items. In the case of reinforced concrete, details of reinforcing bars and form construction and materials shall be submitted in the same manner as shop drawings.

- a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in three (3) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. THE CONTRACTOR SHALL SIGN AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE ENGINEER. Two (2) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8 1/2" x 11 and the maximum size shall be 24" x 36".
- b. No construction, purchases, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc., to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional

views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

- d. By submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he has checked and coordinated each shop drawing, etc., with the requirements of the work and of the Contract Documents.
- e. If any drawings show variations from the requirements of the Contract because of standard shop practice and or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.
- f. After review, the submittals will be stamped "Approved", "Approved as Noted", "Resubmit" or "Disapproved". Two (2) prints of "Approved" or "Approved as Noted" drawings will be returned to the Contractor for his use and distribution to his suppliers and/or Subcontractors. In the case of those stamped "Resubmit" or "Disapproved" two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit (3) prints.
- g. In any submission that is noted as "Approved" or "Approved as Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and specifications.
- h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., three (3) copies shall be resubmitted for review. This re-submittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.
- i. The contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.
- j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Owner with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.
- k. There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the general cost of the work.

121. SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

- a. **Samples.** Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices, which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Owner, unless otherwise specified. All materials being used shall be subject to re-sampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

- b. **Certified Test Report.** A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract drawings and specifications, and shall also include the following information:

1. Item number and description of material;
2. Date of manufacture;
3. Date of testing;
4. Name or organization to whom the material is consigned.
5. Quantity of material represented, such as batch, lot, group, etc.;
6. Means of identifying the consignment, such as label, marking, lot number, etc.;
7. Date and method of shipment;
8. Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

- c. **Materials Certificate.** A materials certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and specifications. The document shall also include the following information:

1. Project to which the material is consigned.
2. Name of Contractor to whom material is supplied.
3. Item number and description of material.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label, marking, lot numbers, etc.
6. Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

- d. Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the work and that conform to all the requirements of the Contract Drawings and specifications. The following information shall also be required on the document:

1. Project number;
2. Item number and description of material;
3. Quantity represented by the certificate;
4. Name of manufacturer.

The certificate of compliance shall be signed by an authorized responsible agent for the prime Contractor, and shall be notarized.

- e. Tests. Tests as required by the Specifications will be made in accordance with the latest revision to the standard method in effect at the time of bidding of the American Society of Testing Materials, the New York State Dept. of Transportation, the American Water Works Association, the American Association of State Highway and Transportation Officials or any other organization the is recognized as an authority on a particular material unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

The Engineer will reject materials whenever, in his judgment, they fail to meet the requirements of the specifications.

The Owner reserves the right to re-test all materials, which have been tested and accepted at the source of supply. After the same have been delivered, and to reject all materials which, when re-tested, do not meet the requirements of the specifications.

- f. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract Requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and, therefore, waive non-complying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materiel from the same sources are found satisfactory.

2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment, within reasonable and practical limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

The Engineer may at his discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are prevalently on test.

- g. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, including those samples taken on the project by the Engineer. The Owner shall pay all other testing costs of said samples.
 2. The Contractor shall assume all costs of re-testing materials, which fail to meet Contract requirements.
 3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

122. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.
- c. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See Section - SAMPLES, CERTIFICATES AND TESTS.
- d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- e. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

- f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.
- g. The Owner may stop any worker, any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist. Any action by the Owner under this provision shall not be deemed a cause of delay and no extensions of permitted time will be granted because of such action.
- h. In the event the materials furnished or the work performed deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Owner, constitutes substantial performance, the Owner may accept the same. Should the deviation in question result in a savings to the Contractor the Owner will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor, the Owner will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

123. - PERMITS AND CODES

- a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local by-laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Owner and Engineer and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc. and shall immediately report any discrepancy to the Owner. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Owner will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. Unless otherwise specified, the Contractor shall at his own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for the making of water taps and the supplying of any equipment required by the regulations of the water district or company, Electrical Underwriters permits, and any other permits required by the regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable Local/State/Federal laws, ordinances, codes, etc., governing noise, the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

124. CARE OF WORK

- a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

- b. The Contractor shall at his sole expense and without any additional cost to the Owner provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be reviewed by the Owner to determine its validity. If compensation is determined to be valid, then it will be determined by the Owner as provided in the Section -CHANGES IN THE WORK under GENERAL CONDITIONS.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations. If any damage is not repaired or acceptable arrangements for repair are not made within a reasonable period of time, the Owner may act to repair such damage by utilizing its own forces or using another contractor employed for that purpose, and the costs of such repair shall be deducted from any payments due the Contractor. If a damage claim has been referred by the Contractor to his insurance company, such referral shall in no way relieve the Contractor of his responsibilities.
- e. The Contractor shall shore-up, brace, underpin, secure and protect as may be necessary, all foundations, existing underground utilities and other parts of existing structures adjacent to

adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

125. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest rules and regulations of OSHA, to the extent that such provisions are not in contravention of applicable law. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/Federal regulations. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Owner, Dolph Rotfeld Engineering, P.C., (the Engineer) and their consultants from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have been suffered, by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

126. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all instructions of the Owner, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

127. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final inspection, he shall remove all temporary construction facilities, debris and unused materials

provided for the work, and restore the whole site of the work to a condition satisfactory to the Engineer. The cost of all required clean-up shall be included in the various prices bid under this Contract. In no case shall the Contractor store excavated material and / or material designated for removal, in the public right-of-way.

128. LAYOUT OF WORK

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price.

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and safeguarding of all control points and bench marks set by the Engineer and his own forces. Any replacement or re-establishment of control points or benchmarks by the Engineer shall be at the expense of the Contractor.

The required horizontal and vertical control necessary to perform this work is furnished on the Contract Drawings.

129. INSPECTION/ACCEPTANCE OF THE WORK

All materials and workmanship shall be subject to inspection, examination or test by the Owner and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Owner or Engineer shall have the right to reject defective material and workmanship or require its correction. The Owner or Engineer shall have the right to reject materials, which have not been approved prior to incorporation in the work, and the right to reject work that has been performed without inspection. Rejected materials shall be removed and replaced without charge. Rejected workmanship shall be corrected if possible to the Engineer's satisfaction without additional charge. If in the opinion of the Engineer correction is not feasible, or if correction has been attempted but is not satisfactory to the Engineer, the work must be removed and replaced without additional charge. If the Contractor fails to proceed at once with the correction or replacement of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Owner.

Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Owner or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

The assignment of a part-time or full-time inspector to this project will in no way relieve the Contractor of the requirement to comply with all of the specifications.

Where the Contractor has been directed by the Owner or Engineer to leave certain items of work exposed for inspection, and he fails to do so, he will be required to uncover such work, at his own expense.

130. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, The Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the improvements is as represented, he will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Village of Port Chester having charge of improvements of like character when such improvements are later to be accepted by the Village.

131. INSURANCE

The insurance requirements for this contract are specified in the Insurance Section of this document.

132. WARRANTY OF TITLE

No material, supplies or equipment, incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTEE

Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials and workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final payment.

134. NO ARBITRATION

All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor, not otherwise resolved, arising out of or relating to this agreement or its breach shall be decided in a court of competent jurisdiction. The Owner and the Contractor hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

135. RISK OF LOSS

The Owner assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

136. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

137. CORRECTIONS

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and specifications, or any disagreement in measurements upon the Contract Drawings must be submitted to the Engineer before construction of the work.

138. SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the Owner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

139. CONNECTING TO EXISTING WORK

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, he shall make the necessary pipeline, roadway and other connections at the several points in order that, on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

140. EXISTING IMPROVEMENTS

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by his operations.

141. ACCESS TO SITE

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires and anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Village of Port Chester and the Owner and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation. Refer to paragraphs / sections 145 and 150 for information regarding protection of underground utilities.

The Contractor shall be responsible for and reimburse the Owner and others for any and all losses, damage or expense which the Owner and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces provided by the Owner to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc., provided by the Owner.

142. INDEMNITY CLAUSE

The Contractor shall sign and be held to Indemnification Agreement in Section D of this document.

143. DISPUTES

- a. All disputes arising between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute to delay the work under this Contract.
- b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the

Owner fail to render its decision within the aforementioned sixty- (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

- c. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- d. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

144. "OR EQUAL" CLAUSE, UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment other than the pumps and VSD units, is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., the intent is to establish a standard. Any material, article, or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Further the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that the Engineer will approve substitute equipment and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment shall be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense, make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the owner for the engineering service. The Contractor must pay for any laboratory testing required to establish the equality of his proposal.

145. CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES

The Contractor's attention is directed to the State of New York, Department of Labor, Board of Standards and Appeals Industrial Code Rule 753 - "Construction, Excavation and Demolition Operations at or near Underground Facilities" effective April 1, 1975 and any amendments thereto.

The Contractor will be required to comply with all applicable requirements of Industrial Code Rule 53.

Requests for copies by mail should be directed to the State of New York, Department of Labor, Office of Public Information, State Office Building Campus, Albany, New York 12201; or, single copies may be obtained by applying in person at the Department's office in Albany or in New York City at the Department of Labor, Two World Trade Center, New York, New York 10047.

146. REVIEW BY OWNER

The Owner, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this

Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

147. DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

148. PATENTS

The Contractor shall hold and save the Owner and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, which has been recommended by the Contractor, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

149. INFORMATION FROM OWNER

In addition to showing the construction under this Contract, the drawings may show certain information obtained by the Owner regarding conditions and features, which exist at the site of the work, both at and below the surface of the ground. The Owner and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information. The information, which is shown, is only for the convenience of the Contractor, who must verify this information to his own satisfaction.

150. EXISTING UTILITIES, STRUCTURES AND FIXTURES

The Contractor will be required, at no additional expense to the Owner, to do everything necessary to support, protect and sustain all sewer, water, gas mains or service pipes; electric light, power poles, telephone or telegraph poles, manholes, valve boxes, concrete gutters, guide rails conduits and any and all utilities, structures or fixtures laid across or along the site of the work. In case any of the said utilities, structures or fixtures are damaged by the Contractor, they shall be repaired by the Contractor at his own expense, or by the authorities having control of the same and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.

If the Contractor desires temporary changes of location for his convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, he shall satisfy the Engineer and Owner that the proposed relocation does not interfere with his or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make his own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract

Drawings, specifications or ordered by the Engineer with concurrence of the respective utility company.

151. HOURS OF WORK

No work shall be done on the job before 8:00 a.m. nor after 5:00 p.m. unless the Owner is notified, nor shall any work be done on Saturdays, Sundays, or legal holidays unless Contractor shall have given Owner written request at least forty-eight (48) hours in advance. Owner will make no additional payment for overtime work under any circumstances unless the Engineer has given a prior written order. The Contractor shall comply with the any municipal Noise Ordinance.

152. EMERGENCY WORK

If in the opinion of the Owner the work is carried on in such fashion that the public safety, private property, or utilities are endangered, or that the work is carried on in such a manner as to create unnecessary inconvenience to the public, the Owner shall, immediately upon giving notice, be authorized to undertake such corrective measures as he may deem to be necessary. The cost of such work shall be deducted from payments due the Contractor under this contract.

153. PROTECTION

The Contractor shall protect and maintain all property, structures and utilities, public or private and shall provide whatever means are required to do so, as part of this contract

154. PAYMENT FOR GENERAL CONDITIONS

The cost of the performance of any work required by these General Conditions shall be considered to be a part of the Contractor's Base Bid if the contract is a Lump Sum Contract, and spread out among all the unit prices if the contract is a Unit Price Contract. There will be no additional payment for work required by these General Conditions.

155. DAMAGE TO PRIVATE PROPERTY

If the Contractor damages private property or facilities outside the designated work area (which work area is to be restored under the restoration provisions of the contract), he shall restore the private property or facilities promptly and completely in the same manner as specified under the restoration provisions of these specifications. If he does not do so within a reasonable period of time, as determined by the Owner, the Owner may retain or deduct from any sum or sums due to the Contractor such amount or amounts as are necessary to correct the condition and employ its own forces or another contractor to do the corrective work. The fact that the Contractor has referred damage claim to his insurance carrier shall not relieve him of liability for prompt and full restoration of damage. For purposes of this section of the contract, the Owner will treat what are essentially private facilities within a public right-of-way (including but not limited to mailboxes, shrubs, flowers and other plantings, walls, light poles, etc.) in the same manner as described above for private property.

156. RESTORATION

All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

In cases where it is impossible to replace an item with an equivalent item the Contractor may, subject to the approval of the Engineer, substitute other similar items whose total value shall equal that of the destroyed one.

If the contract documents contain more detailed or more stringent specifications for restoration than in this section, the more detailed or stringent specifications shall take precedence over this section. If the contract documents do not contain detailed specifications for restoration, then this section expresses the intent of the Owner; all published specifications of the Owner containing details of construction applicable to items of restoration (e.g. grass, pavement, etc.) shall be deemed included in these contract documents as if set forth in full, if not actually printed herein.

If the contract documents contain a specific payment clause for restoration, then that clause shall apply; otherwise, payment for restoration shall be as described in Section 155.

SECTION I
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. Public 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. 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.**
 - f. 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 and admitted to do business in the State of New York with at least an A.M. 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, Dolph Rotfeld Engineering, P.C.**, and any directors, officers, employees, subsidiaries, and affiliates, 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 and Dolph Rotfeld Engineering, P.C.**,

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 and **Dolph Rotfeld Engineering, P.C.**, for approval prior to the signing of the Contract.

SECTION J
SPECIAL CONDITIONS

SPECIAL CONDITIONS

SCOPE:

Under the contract for which these specifications are intended, the Contractor shall install a new parking lot at Edgewood Park. Work shall include the clearing and grubbing of the site, rough and fine earth grading, the furnishing and installing of concrete curbs, asphalt pavement section, drainage structure, stormwater infiltration system and associated piping, final pavement striping and signage, cleaning and restoring the site, all in accordance with the Contract Specifications.

TIME OF COMPLETION:

The Contractor shall provide the required bonds, insurance and other documents as may be required to complete this agreement and sign the Contract within **ten (10) business days** of notice of award. Work shall commence within **ten (10) days** after the signing of the contract, and shall be conducted in such a manner as to be completely finished on or before the expiration of **sixty (60) consecutive calendar days**. In the event that any portion of the contract is interrupted due to inclement weather, or any other good and sufficient reason, the contractor shall request an extension of time, in writing, to the Engineer. The Engineer may grant the Contractor an extension of time equal to the number of working days thereby.

PROJECT SCHEDULE:

Within 7 days after receiving the Notice of Award, the Contractor shall submit to the Owner a reasonable project schedule. The project schedule shall include the time to obtain all materials necessary to perform the project and identify a schedule date for the commencement of equipment installation.

SUBMISSION OF PAYMENT REQUISITION

The Contractors shall submit AIA Form G702 and necessary attachments as well as payment submission forms located in Section E of this contract with Payment Requisitions.

COORDINATION OF WORK

It shall be the responsibility of each Contractor to coordinate his work under this Contract with any work being done by others in the vicinity, as well as with the private utilities and the Village of Port Chester in order that the work may proceed in an efficient and logical manner. The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

LIQUIDATED DAMAGES:

The Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of \$900.00 (Nine Hundred Dollars) as fixed, agreed and liquidated damages for each calendar

day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

NO SUBSTITUTIONS:

The Contractor shall bid the project as specified within this document. The Contractor shall not substitute materials, equipment or procedures from those identified in the specification document.

CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES:

The Contractor will be required to check all dimensions and quantities shown on the schedules given to him by the Owner, and shall notify the Owner of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications and schedules. The Owner will furnish all instructions should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

EXCAVATION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES:

The Contractor's attention is directed to the State of New York, Department of Labor, Board of Standards and Appeals Industrial Code Rule 753 - "Construction, Excavation and Demolition Operations at or near Underground Facilities" effective April 1, 1975 and any amendments thereto.

CLEANING FINISHED WORK:

After the work is completed, all above grade and below grade structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and left in first class condition ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Owner.

LAYOUT OF WORK:

The Contractor shall perform all layout work necessary for the satisfactory execution of the work as shown on the contract drawings and all costs in connection therewith shall be included in the unit prices bid for this contract.

WORK BY OTHERS:

It shall be the responsibility of the Contractor to coordinate his work under this Contract with any work being done by others in the vicinity, as well as with the private utilities and the Port Chester DPW, in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim whatever against the Owner, Engineer or other parties due to delays or other reasons caused by the work of others or his failure to coordinate such work.

INTENT OF TECHNICAL SPECIFICATIONS:

The Technical Specifications included in this Contract indicate the general requirements for the type and quality of material to be furnished and installed, and work to be performed. The Contractor shall apply the general standards to the specific installations shown on the Contract Drawings. The Contractor shall adhere to the standards indicated in the Technical Specifications, and as ordered by the Engineer.

OSHA REQUIREMENTS:

The Contractor shall comply with the latest OSHA confined space entry requirements (29 CFR Part 1910).

The Contractor shall comply with the latest revised OSHA sheeting requirements (29 CFR Part 1926.650, 651, 652).

SHOP DRAWING SUBMITTALS

All shop drawings submitted to the engineer shall be signed by the Contractor. The Contractor shall note, in writing, if there are any deviations from the Contract drawings and specifications.

EMERGENCY TELEPHONE LIST

The Contractor shall provide to the Owner three-(3) telephone numbers which grant 24 hour, 7 day a week contact with a principal within the Contractor's company. The telephone numbers shall be utilized by the Owner in the event of an emergency situation arising during non-working hours.

PROTECTION OF EXISTING STRUCTURES AND FOUNDATIONS

During construction the Contractor shall be responsible to protect the existing utility poles, buildings, structures, walls, and foundations from damage and or collapse. All costs for this shall be deemed included in all items being bid; there shall not be any separate payment. The Contractor shall be responsible for supporting utility poles in compliance with Consolidated Edison and/or other utility companies' requirements. The Contractor shall be responsible for any and all damages due to service interruptions.

SECTION K

TECHNICAL SPECIFICATIONS

ITEM 1M - MISCELLANEOUS ADDITIONAL WORK

1M.1. WORK INCLUDED:

- A. Under this item, the contractor shall furnish all labor, material and equipment required to accomplish miscellaneous additional work, necessitated by having encountered, during the course, field conditions of a nature not determinable during design, or for which no unit prices are applicable.

1M.2. MEASUREMENT

- A. Only that miscellaneous additional work shall be performed by the contractor and will be paid as has been authorized by the Engineer in writing, prior to its commencement.
- B. General Conditions, section 112 entitled "CHANGES IN THE WORK" will still apply regarding that the work under the contract may be increased or decreased.

1M.3. PAYMENT:

- A. The total amount paid to the contractor will be determined in accordance with the provisions of Section 112 of the General Conditions, entitled "CHANGES IN THE WORK", and such payment will include only that overhead and profit that is applicable to the work performed under this item.
- B. The Contractor shall include in his Total Bid price the unit price provided in the bid sheet opposite this item. This amount is given for the purpose of canvas, and any bid other than the specified amount will be considered informal.

* * *

ITEM 1S - STORAGE OF MATERIAL

1S.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to store and protect materials in accordance with manufacturer's recommendations and requirements of Specifications.

1S.2. METHOD:

- A. The Contractor shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants and occupants. Arrange storage in a manner to provide easy access for inspection.
- B. Areas available on the construction site for storage of material and equipment shall be approved by the Engineer and Owner.
- C. Lawn, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or other person in possession or control of such premises.
- D. The Contractor shall be fully responsible for loss or damage to stored materials and equipment.
- E. Uncovered Storage
 - 1. The following types of materials may be stored out-of-doors without cover:
 - (a) Precast Concrete items.
 - (b) Castings
 - 2. Store the above materials on wood blocking so there is no contact with the ground.
 - 3. Stored items shall be secured so as not to roll or move unless removal is by Contractor.

F. Restroom facility:

1. Provide and properly maintain so as not to cause a health hazard temporary toilet facilities such as are approved by the Westchester County Department of Health and the Engineer. Such facilities shall be located in the storage area or other site readily accessible to the work area but secured to prevent damage or vandalism. Units shall be locked during non work hours and shall be periodically maintained to avoid offensive odors.

G. Maintain periodic system of inspection of stored products on scheduled basis to assure that:

1. State of storage facilities is adequate to provide required conditions.
2. Required environmental conditions are maintained on continuing basis.
3. Products exposed to elements are not adversely affected.

H. Upon completion of work, all storage areas shall be restored in accordance with Item 127 - Restoration and to the satisfaction of the property Owner, Village and/or Engineer.

1S.3. PAYMENT:

- A. Payment for this work will be deemed included in all other items being bid and shall include the cost of furnishing all labor, materials and equipment necessary to erect, maintain and dismantle the required equipment.

* * *

ITEM 2 - GRADING

2.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to furnish all labor, materials and equipment for the grading, moving of earthwork, cut, fill, disposal of material, compaction and borrow required for the grading of the area **outside of the proposed parking lot footprint** to the required grades, including excavation by use of "air-spade" and the trimming and raking of all finished slopes, all as shown on the plans. The Contractor shall cut and place embankments, cut ditches and side slopes and grade the entire area to the required lines, grades and contours; shall remove spongy material or any other material which is unsatisfactory from the subgrade to the depths as directed by the Engineer.
- B. The required work under this item shall also include survey of existing topography and a survey of the finished grade for the purposes of determining the amount of earthwork completed by the Contractor.
- C. **Excavation required for the installation of the sub-base course of the parking lot is to be included in Item 44HMA. See Technical Specification 44HMA for more information.**

2.2. MATERIAL:

- A. The material to be used in filling operations shall be in accordance with NYSDOT specifications (latest division) for Item 203.05, "Select Borrow and Fill". The remaining depth to subgrade shall be in accordance with NYSDOT specifications (latest division) for Item 203.07, "Select Granular Fill and Select Structural Fill".

2.3. PROCEDURE:

- A. Survey
 - 1. The Contractor shall hire land surveyor to survey the existing topography of the site in the area where the proposed grading is to occur.
 - 2. The surveyor hired by the Contractor must be licensed in the State of New York.
 - 3. Upon completion of the grading operations and prior to the placement of final topsoil another survey must be completed of the material placed and compacted.
 - 4. The existing and final topographic surveys must be provided to the Engineer in a digital format for verification of the quantity for which payment will be requested.

B. General

1. Grading operations shall not be started until the Engineer is satisfied that sufficient equipment is available to perform the work properly.
2. Where ground has become frozen, all fill operations shall be discontinued until all frost and moisture have disappeared for the full depth to which frost has penetrated and resumption of filling ordered by the Engineer.

C. Topsoil

1. All topsoil in the area to be graded shall be carefully stripped and stored as directed by the Engineer or as shown on the plans. After the compaction of embankments, the topsoil shall be spread in a 6" layer from the stockpile where directed by the Engineer. This final layer shall bring the area to the finished grade.

D. Unsuitable Materials

1. Unsuitable material shall include sod or other vegetable matter, rubbish, muck, clay, spongy material, or any other material which cannot be readily and suitably compacted. All unsuitable material excavated during the grading operations shall be removed from the site of the work immediately upon being excavated except as otherwise noted on the plans or instructed by the Engineer. The Contractor shall provide, as part of this item, dumping places off the site for such material.
2. All unsuitable material in fill locations shall be first excavated before any new fill is placed. All unsuitable material in cut locations shall be undercut and replaced with acceptable fill to the proper grade.

E. Rock Excavation

1. Where rock excavation is encountered, the Contractor shall strip the surface of the rock first, so that accurate cross-sections can be prepared prior to rock removal. The Contractor shall have the cross-sections prepared by a surveyor, licensed in the State of New York. The cross-sections shall be submitted to the Engineer for review. Rock shall be removed as ordered by the Engineer under the requirements of Item 5R. Rock removal will be paid under Item 5R. This price includes the cost of a licensed surveyor.

F. "Air-Spade" Excavation

1. Upon determination by Owner's Representative confirming use of air-spade for pavement and subgrade earth removal around trees to remain, work shall commence and proceed as directed by Owner's Representative. This work is

to be performed by a certified arborist having satisfactory experience with this method of pavement/materials removal.

G. Compaction

1. Fill that may be under pavement or shoulders shall be compacted to a minimum dry density of 95% of the maximum density. Other embankments shall be compacted to 90% of maximum density. The Contractor shall add water, or aerate the soil and roll as is necessary, to secure the required density.
2. The maximum density is defined as the maximum dry weight density in pounds per cubic foot, as determined by the AASHTO. standard density test, modified to require the use of all materials passing the 3/4 inch square sieve.
3. Fill shall be placed in successive uniform layers not exceeding eight (8") inches in thickness, loose measure, and each layer shall be thoroughly rolled over its entire area as described herein:
 - (a) A minimum of six (6) passes will be required by any of the following types of equipment; Sheepsfoot rollers of the type exerting between 200 and 450 pounds of foot pressure per square inch; pneumatic tired rollers having operating weights of between 1000 and 7,500 pounds per tire; or smooth wheel rollers with a minimum weight of ten (10) tons. In all cases, loads shall be adjusted to give the most suitable rolling results as directed by the Engineer.

H. Subgrade

1. The subgrade, defined as being the grade under areas to be paved, shall be formed in accordance with the widths, line and grades as established on the plans.
2. The subgrade shall be rolled with a ten (10) ton roller and trimmed and shaped with a template. This process of rolling and shaping shall be continued until the subgrade is thoroughly compacted and of the required contour. After subgrade is formed it shall be protected from damage until the pavement is placed.

I. Shoulders

1. Shoulders of the required dimensions shall be formed along the edges of the proposed pavement before pavement is placed. They shall be formed of carefully selected material from the excavation, or from borrow material if necessary.
2. Upon completion of the pavement of the shoulders shall be rolled with a three (3) ton roller until compact and of the required contour.

J. Embankment

1. Embankment shall be formed of suitable material taken from the excavation. Where embankments are to be placed over existing pavements or side hill slopes the original surface shall be broken up by plowing or other means before any material is placed thereon.
2. The Contractor shall schedule his work in such a manner that all deep fills are made first in order that they may be afforded a maximum time for settlement.

K. Borrow

1. If the excavation does not provide sufficient material to make the embankments, the necessary additional suitable material shall be obtained from borrow pits furnished by the Contractor and approved by the Engineer, located beyond the limits of the work. The Contractor shall notify the Engineer at least seven days in advance of the opening of any borrow pit so that necessary inspection may be made. The Contractor shall find borrow pits that will meet the approval of the Engineer. Borrow pits shall be trimmed and left in a neat and orderly condition upon completion of the work.

L. Excess Material

1. The Contractor shall remove from the site and dispose of all earth work not required in the grading operations. No material shall be removed from the site without prior approval of the Engineer. If the Engineer so orders, excess materials may be used to flatten out embankment slopes.

M. Drainage

1. The Contractor shall maintain and keep open all required ditches and waterways and do such pumping and bailing as will keep all portions of the work free from the accumulation of water.

N. Trimming

1. Upon completion of the work all side slopes, ditches, shoulder and graded areas shall be trimmed to the widths and lines as established on the plans. All surfaces shall be raked free of all loose stones. The faces of all rock cuts shall have a fairly even uniform surface, free from all loose stone or shattered edges or other conditions that will render them unsafe.

O. Unclassified Excavation

1. All excavation is unclassified and no separate payment will be made for the excavation of any particular material.

2.4. MEASUREMENT AND PAYMENT:

- A. The quantity to be paid for under this item shall be the cubic yards of earth excavated and removed or borrowed, filled and placed in order to prepare the required subgrade elevations **outside of the proposed parking lot footprint** in accordance with orders, or within the payment limit lines set forth.
- B. Payment for this item shall be at the unit price bid for this item. This price shall include the cost of furnishing all labor, materials and equipment necessary to complete, borrow and fill or remove and dispose of all earth excavation including excavation by use of "air-spade" as directed by the Engineer. Rock shall be paid for at the bid price in accordance with Item 5R, Rock Excavation. All other costs related to this item shall be deemed included in the cost of other items of work in this contract.
- C. Payment for this item shall also include existing and final topographic surveys and the provision of a drawing in digital format for the Engineer's use in confirming the quantity to be paid for under this item.
- D. **The measurement under this item shall not include any grading, excavation or placement of material within the footprint of the parking lot. Payment for all grading work required to meet the specified subgrade elevation of the parking lot shall be included in item 44HMA. See Technical Specification 44HMA for more information.**
- E. **Overlay of topsoil on graded areas shall be paid for under its own line item: Item 701 – Topsoil and Seed with no distinction between new topsoil and that which has been stripped from the site and reused.**

* * *

ITEM 2M - MISCELLANEOUS EARTH EXCAVATION

2M.1. WORK INCLUDED:

- A. Under this item the Contractor shall do all excavation not specifically included in other items and necessary for the completion of the work including test pits, extra width of trench, extra depth of trench, or other miscellaneous excavation, but only where such excavation is done at the direction of the Engineer.

2M.2. METHOD:

- A. Such excavation shall be made and be subject to the same conditions and requirements as specified under the trench excavation paragraph of the appropriate item of construction in these specifications. Hand excavation shall be employed wherever, in the opinion of the Engineer, it is necessary for the protection of existing utilities, trees, pavements or other structures, at no additional cost.
- B. When test pits are directed to be excavated within the trench lines and ordered to be backfilled before the pipe is laid or structure is placed, such excavation will be included for payment under this item. If the test pit is dug and is used in the normal procedure of the work for installation of pipes or structure before final backfilling there shall be no payment under this item. Test pits may be dug by the Contractor, without being directed to do so along the lines of the trenches, in advance of the regular excavation, for the purpose of satisfying himself as to the location of underground obstructions or conditions, at the Contractor's own expense.
- C. Miscellaneous Excavation shall consist of any excavation and disposal of all materials in or outside the payment limits or scope of work of other items being bid under this contract. Such excavation shall only be made under the specific direction of the Engineer.

2M.3. MEASUREMENT AND PAYMENT:

- A. Payment will only be made under this item when additional excavation is made at the specific direction of the Engineer.
- B. The quantity of earth to be paid for under this item shall be the cubic yards of earth excavated in accordance with orders, or within the payment limit lines set forth below.
- C. Measurement of test pits shall be the size and depth directed by the Engineer. When, during the progress of the work, the trench lines are relocated at the direction of the Engineer, without abandoning any trench already excavated, the revised trench lines will constitute the trench payment lines referred to herein, and

no additional payment will be made under this item. If, however, the relocation of the trench lines results in the abandoning of trench already excavated, such excavation within the abandoned trench payment lines and outside of the relocated trench payment lines will be included for payment under this item.

- D. Payment for this item will be made only for excavation made outside the following limits and only as ordered by the Engineer:
1. Vertical planes twelve (12) inches outside any structure or pipe, or in the case of a combined trench, twelve (12) inches outside the exterior pipes.
 2. A horizontal plane one foot below the pipe invert shown on the drawings or six inches below the bottom of the structure shown on the drawings; or when specific invert elevations are not shown, but a 4 foot minimum cover is stated, a horizontal plane seven (7) feet below original grade. No payment under this item will be made for any excavation within the above limits.
- E. Payment for this item shall be at the unit price bid for this item. This price shall include the cost of furnishing all labor, materials and equipment necessary to complete all miscellaneous earth excavation as directed by the Engineer.

* * *

ITEM 5R - ROCK OR CONCRETE EXCAVATION (NO BLASTING)

5R.1. WORK INCLUDED:

- A. Under this item, the Contractor shall furnish all materials, labor and equipment necessary to make and maintain all excavation in rock, dispose of the rock or **concrete outside of the existing concrete apron or sidewalk limits shown on the plans** and replace it with clean select material as required for backfill purposes as directed by the Engineer, all as may be necessary for the proper execution of the work as outlined herein and as shown on the plans. **No blasting will be allowed.**

5R.2. DEFINITION:

- A. Rock or concrete excavation shall be all rock or concrete excavation required for the installation of a concrete apron or sidewalk as directed by the Engineer.
- B. Any material shall be considered rock excavation which in the opinion of the Engineer cannot be excavated except by drilling and hammering. No soft or disintegrated rock which can be removed with the Contractor's excavation equipment (backhoe, etc.), a pick, nor any material which can be broken down by sledge hammers, nor ledge or boulders less than one half (1/2) cubic yard in volume, nor loose, shaken or previously blasted rock, nor broken stone in rock filling or elsewhere, nor concrete pavement slabs 12 inches or less in thickness shall be classified as rock.
- C. In addition the following shall also be considered as "Rock Excavation" when removed from trenches:
 - 1. Rock boulders one-half (1/2) cubic yard or larger.
 - 2. Concrete or brick foundations over 1/2 cubic yard.
- D. When a question arises as to whether material encountered is to be considered rock, the inspector shall have the right to instruct the Contractor to make a vigorous effort to remove it with his excavation machinery. If in the Engineer's opinion it cannot reasonably be removed by the machine, the Contractor will then proceed as specified below.

5R.3. METHOD:

- A. **No blasting shall be permitted.** Rock is to be removed by drilling, wedging and hydraulic hammer. The rock shall be excavated to provide sufficient room for the proper construction of foundations and the installation of pipe. The limits shall be at least those outlined under the "Measurement" paragraph or those shown on a detail on the drawings.

5R.4. Rock Disposition:

- A. All excavated rock larger than 2 cubic feet shall be removed from the site under this item and as directed by the Engineer.

5R.5. MEASUREMENT:

- A. **The only rock or concrete to be paid for under this item shall be that which is encountered outside of the concrete apron or sidewalk "replacement" limits shown on the plans. The limits of the "replacement" work shall be defined as the footprints depicted on the plans and measured vertically to the ultimate proposed depth of the granular base material indicated in the apron and sidewalk detail drawings. No rock or concrete removal within the limits described above are eligible for payment under this item.**
- B. The surface of the ledge rock shall be stripped in sections satisfactory to the Engineer before the rock is excavated, so that proper measurements may be made before and after excavation. The Contractor shall be present to ascertain the measurements. The method of measurement and computation shall be by standard engineering procedures and determined by the Engineer.

5R.6. PAYMENT:

- A. The payment for this item shall be on a cubic yard basis at the unit price bid and shall be for the measured cubic yardage of rock removal **outside of the limits of concrete apron or sidewalk replacement shown on the plans.** This shall include all labor, materials and equipment required to excavate and dispose of all as directed by the Engineer. This shall also include all material required for backfilling due to rock removed from the site, and the placing of Size #2 stone as indicated in Table 703-4 of the latest New York State Dept. of Transportation Specifications at the bottom of the trench.
- B. Payment for rock will be in addition to such allowance as the Contractor may have included in his unit price for **concrete sidewalk or apron replacement** with respect to earth excavation and backfill.

* * *

ITEM 10 – 12-INCH DIAMETER HDPE STORM WATER DRAIN LINE

10.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to furnish and install pipe of various diameters in accordance with the plans. Contractor shall excavate and maintain the trench, properly install the pipe, connect the pipe to any and all structures as required or directed by the Engineer and backfill as hereinafter specified.

10.2. MATERIALS:

- A. Piping material shall be as specified on the Contract Drawings and Documents and as directed by the Engineer and shall meet the following specifications:

1. Corrugated High Density Polyethylene Pipe (HDPE) and Fittings

- (a) Shall conform to AASHTO M-252 (4 to 10-inch diameter) or AASHTO M-294 (12 to 36-inch diameter).

(1) Coefficient of Roughness (interior pipe surface): 0.015 maximum (Manning formula).

(2) Classification: Type C.

(3) Design Strength (all sizes): 50 feet allowable height of cover.

(4) Joint Couplings: Polyethylene Couplers; snap-on type or split collar through 24-inch diameter; screw-on type where applicable.

(5) Material Properties: High density polyethylene meeting the requirements of ASTM D 3350, Cell Classification 324420C; or ASTM 1248, Type III, Class C, Category 4, Grade P33.

(6) Pipe shall have a full circular cross-section, with an outer corrugated pipe wall and a smooth inner wall. Corrugations may be annular or spiral.

(7) All pipe shall be "N-12" as manufactured by Advanced Drainage Systems, Inc., or equal.

(b) Fittings:

(1) High density polyethylene meeting the properties specified for the pipe.

(2) Either molded or fabricated.

(3) Designed specifically for the pipe furnished and manufactured by the pipe manufacturer.

(4) Joint shall be watertight according to the laboratory requirements of ASTM D3212.

(c) Perforated Pipe: Conform to AASHTO M-252 or AASHTO M-294, Type SP with Class I perforations.

(d) HDPE pipe and accessories shall be manufactured by Advanced Drainage Systems, Inc., 3300 Riverside Dr., Columbus, OH 43221; (614) 457-3051 or approved equal.

B. Crushed Stone

1. This item shall conform to the New York State Department of Transportation Standard Specifications, latest revision, except that no limestone or crushed slag shall be permitted. Stone sizes referred to are as specified in Table 703-4 of the latest NYSDOT specifications for No. 2 size stone.

C. Select Fill

1. This item shall consist of run-of-bank sand, sand and gravel mixtures containing little or no fines which shall pass through No. 200 sieve; fill shall also have a minimum dry weight of 115 lbs. per cubic foot and have permeability and percolation characteristics (k) when compacted of greater than 10^{-3} cm/sec. as per standards of A.A.S.H.O. soil classification. Sand silt or clayey silts will not be accepted.
2. Material shall be approved by the Engineer or a person designated by him for suitability for placement on the property. Continuous checks shall be made during the filling operation. Any material found not meeting the above standards shall be removed at the Contractor's expense.

10.3. INSTALLATION:

A. Cutting Pavement

1. Before making any excavation, the Contractor shall cut the edge of the trench. Ripping of pavement by means of excavating equipment will not be permitted. In case of asphalt pavement, initial cutting of the edge shall be done by means of pneumatic drill with spade-shaped bit or by saw, at Contractor's option. Cuts in asphalt pavement for final permanent pavement must be made by a concrete saw. Concrete pavement may initially be cut by pneumatic drill or by concrete saw. Cuts in concrete pavement for final permanent pavement must be made by a concrete saw.

B. Excavation of Trench

1. The Contractor shall excavate a trench to the depth shown on the plans and to a width of one (1) foot on each side of the outside of the pipe. Enlargements shall

be made at the joints to permit proper installation. The Contractor shall not use equipment, which will excavate a trench wider than that specified. Hand excavation shall be employed wherever, in the opinion of the Engineer, it is necessary for the protection of existing utilities, trees, pavements or other structures, at no additional cost.

2. All excavation shall be by open cut method unless tunneling is required or authorized by the Engineer. Such tunneling shall be at the same unit price unless a separate bid item is provided therefore.
3. Excavation of the trench under this item shall include all necessary removal and replacement of curbs, gutters, walks and driveways and the cutting and removing of existing pavement.
4. The Contractor shall keep the trenches free from water. This shall be done as part of this item.
5. The trench shall not remain open overnight without the express approval of the Engineer. The Contractor shall plate the trench and all plates are to be secured with spikes and blacktop wedges.
6. Additional depth of trench shall be excavated as required to clear obstructions not shown on the plans. Measurement for this extra excavation shall be from a point one (1) foot below the designated invert of the pipe to the bottom of the excavation. There shall be no payment for the first foot of extra depth under the Miscellaneous Earth Excavation item. Payment for the first foot shall be included as part of this item.

C. Sheeting and Bracing

1. Trenches shall be properly sheeted, shored and braced as necessary to prevent shifting of materials, to prevent damage to structures, pavement and pipes and to provide safe working conditions. The Contractor shall be responsible for providing, installation of and for the adequacy of all sheeting and bracing used and for all damage resulting from its failure or from placing, maintaining and removing it. No payment will be made for sheeting and bracing if it is removed, or if it is left in place for the Contractor's convenience. If the sheeting and bracing is ordered to be left in place by the Engineer after having been constructed, the Contractor shall be entitled to the cost of materials so left in place.
2. If there is a space between the sheeting and the side of the trench, the space shall be backfilled with suitable material thoroughly compacted in place. Where adjacent structures, pavement or pipes may be damaged by the removal of sheeting, the Contractor shall not remove the sheeting. All sheeting left in place shall be cut off at least two (2) feet below the surface of the ground. Where sheeting or shoring is to be removed, the removal shall be in such a manner as to prevent loss of ground.

3. The Contractor's attention is drawn to the NYS Department of Labor Industrial Code Rule #753 and O.S.H.A. regulations, which must be strictly adhered to. Prefabricated sheeting boxes may be used only with the approval of the Engineer as to the box itself and the method of use.

D. Handling of Pipe

1. All pipe shall be handled in a manner such that it will not be damaged or overstressed. Properly designed lifting apparatus shall be used in loading, unloading and lowering pipe into place for laying. Any type of mishandling or damage to the pipe during any phase of the work will be cause for rejection by the Engineer.

E. Pipe Foundation

1. The Contractor is required to furnish a six (6) inch minimum thick layer of crushed stone under the pipe which will be thoroughly compacted. Payment for this layer shall be under this item and no payment for this layer shall be made under any item pertaining to stabilization of the trench or other means of pipe support.
2. The pipe foundation shall rest on suitable material and a stable bottom. If the soil encountered at the level of six (6) inches below the designated invert is unsuitable (i.e. soft, spongy, etc.) it shall be excavated and removed. Excavation shall be for a width of one (1) foot on each side of pipe and to a depth as called for by the Engineer. The pipe shall then receive a foundation of crushed stone. The cost of this crushed stone shall be paid for under its own Item, and will include the cost for proper disposal of the unsuitable material.
3. Excavation of the unstable bottom below the designed invert shall be under the Miscellaneous Earth Excavation item. Measurement for this extra excavation shall be from a point one (1) foot below the designated level which is six (6) inches below the invert of the pipe to the bottom of the excavation. There shall be no payment for the first foot of extra depth under the Miscellaneous Earth Excavation item. Payment for the first foot shall be included as part of this item.
4. Excavation of the unstable bottom below the designed invert shall be under the Miscellaneous Earth Excavation item.

F. Laying of Pipe

1. The pipe shall be laid in the trench to conform accurately to the line and grade as called for by the contract drawings. The method of setting line and grade must meet the approval of the Engineer. Each pipe shall be laid on undisturbed ground supported throughout and the entire barrel or pipe shall have a uniform bearing from end to end. The use of blocks shall be strictly forbidden, except upon the express approval of the Engineer.

2. Where excavation has been made below the required grade, such areas shall be backfilled with suitable select backfill material free from stones in excess of 2" in any dimension and compacted at the expense of the Contractor. All loose or unsuitable materials shall be removed from the trench bottom.
3. Where a line proceeds from one condition of bearing to another, as from rock cut to earth, or from concrete mattress to gravel bed, special care shall be exercised to ensure that the less firm bearing ground is tamped and secured.

G. Backfilling

1. After the pipe has been properly laid and inspected as required the space between the pipe and the sides of the trench shall be filled to the middle of the pipe with crushed stone and carefully rammed under and around the pipe to give it a firm foundation. At this point the Engineer will be notified and he shall inspect the pipes. Pipes, which in the opinion of the Engineer have deformed or joints which have opened shall be excavated and satisfactorily repaired or replaced at no additional cost to the Owner. The remainder of the trench shall be filled to a point six (6) inches above the pipe with crushed stone, and carefully compacted so as not to disturb the pipe to a compaction equal to the surrounding undisturbed earth.
2. This material shall then be thoroughly compacted so as not to disturb the pipe and to provide adequate foundation and side wall support. The trench above this point shall be backfilled with control density backfill (K-Crete or approved equal). Control density backfill shall be paid for under its own item.
3. Excess material and unsuitable material, excavated from the trench, shall be removed from the site as part of this item.
4. If any contaminated soil is encountered, it shall be removed and disposed of as specified in the Special Conditions section of the Contract.

H. Interfering Structures

1. The Contractor shall, under this contract, and as called for in the General Conditions sustain and protect from direct or indirect injury all pipes, poles, conduits, walls, buildings, roadways and other structures, utilities and property in the vicinity of his work. Such sustaining and supporting shall be carefully done by the Contractor and as required by the Company or party owning the structure. The Contractor shall take all risks attending their presence and he shall be responsible for all damage and assume all expense for direct /or indirect injury caused by his work, to any of them or to any person or property by reason of injury to them whether such structures are shown or not on the drawings.
2. Should the position of any pipe, conduit, pole or other structure, except structures and pipe specifically shown to be removed, be such as in the opinion of the Engineer to require its removal, realignment or change such work will be done by

the Owner of the obstruction, without cost to the Contractor but the Contractor shall uncover and support the structures, at his own expense, before and after such removal, realignment or change, as part of this contract, and the Contractor shall not be entitled to any claim for damage or extra compensation resulting from any delay in the removal or rearrangement of same. Wherever so directed, the Contractor shall excavate test pits to locate subsurface obstructions or pipes.

I. Inspections

1. Pipes, which in the opinion of the Engineer have deformed, or joints which have opened, shall be excavated and satisfactorily repaired or replaced at no additional cost to the Owner.

J. Cleaning Pipes

1. The Contractor shall prevent earth, stone, sand, or debris of any nature from entering the lines. Should any material enter the line, the line shall be flushed, or dragged until satisfactorily cleaned, and provision shall be made to catch all such matter before it can enter any drain lines.

10.4. MEASUREMENT:

- A. The quantity of pipe to be paid for under this item shall be the actual number of linear feet of pipe line, regardless of the sizes or types laid by the Contractor, as measured along the center line of the pipe from inside face to inside face of structures without regard to the lengths of the individual pieces of pipe or cuts, or joints required.

10.5. PAYMENT:

- A. The payment for this item shall be on a linear foot basis at the unit price bid and shall include all materials, labor and equipment and other miscellaneous expenses; for excavation and backfill, maintaining and sheeting the trench; for furnishing and laying of the pipe, disposal of excavated materials and for connecting the pipe to all structures as required.
- B. Payment shall be made under Item 10 – 12-inch Diameter HDPE Storm Water Pipe.

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ITEM 20SW - CONCRETE SIDEWALKS

20SW.1. WORK INCLUDED:

- A. Under this item the Contractor shall build new microfiber-reinforced concrete sidewalks within set limits by the Engineer. The concrete sidewalks shall be constructed in accordance with these specifications, NYSDOT standard details, and the contract drawings and as directed by the Engineer. This item shall also include the taking, maintenance, and testing of concrete test cylinders, the removal and disposal of existing sidewalks, excavation to subgrade, and the installation of the sub-base within the set limits as shown on the contract drawings.
- B. **The sidewalk work described under this item is separate from the concrete apron replacement item also in this Contract. No sidewalk installed to this specification should be used in areas subject to vehicular traffic.**

20SW.2. MATERIALS:

- A. Concrete: The Contractor shall provide NYSDOT Class D concrete with a minimum cement ratio of six (6) bags per cubic yard, with a minimum and maximum slump of 1 1/2" and 3" respectively. The cement shall conform to the "Specifications for Portland Cement, A.S.T.M., C-150-Type II." The concrete shall have an air content of not less than three (3%) percent, nor more than six (6%) percent, accomplished by including an air- entraining admixture conforming to N.Y.S.D.O.T standard specifications for Class "D" concrete. The concrete sidewalk shall be five (5") inches in thickness and poured in one operation with one quarter inch premoulded joint filler, transverse expansion joints to the full depth of the concrete spaced fifteen (15) to twenty (20) feet apart, and the edges of such joints finished with an edging tool of one quarter inch radius. The top surface shall be finished as directed by the Engineer, and shall be scored at intervals of four (4) feet so that the finished walk will be marked in squares both longitudinally and transversely.
- B. Reinforcement
 - 1. Microfibers: All concrete shall be reinforced with synthetic fibers specifically engineered and manufactured for use as secondary concrete reinforcement. The fibers shall be 100 percent virgin homopolymer polypropylene fibrillated fibers, 3/4" to 1 1/2" long, conforming to ASTM Designation C1116. Fiber shall be manufactured by one of the following, or an approved equal:
 - (a) Grace Fibers, as manufactured by W.R. Grace & Company, Construction Products, 60 Whittemore Ave., Cambridge, MA 02140-1692, (800) 852-6055, www.graceconstruction.com

(b) Fibermesh 300, as manufactured by Fibermesh Company, division of Synthetic Industries, Inc., 4019 Industry Dr., Chattanooga, TN 37416, (615) 892-7243, www.fibermesh.com

(c) Econo Net, as manufactured by Forta Corporation, 100 Forta Dr., Grove City, PA 16127, (800) 245-0306, www.fortacorp.com

The reinforcement shall be added at a dosage rate of 1.5 lbs per cubic yard, and shall be added to the concrete mixing system during or after the batching of the other ingredients and mixed at the time and speed recommended by the mixer manufacturer. Fibers shall be uniformly dispersed in the concrete, and concrete shall be free of fiber balls or lumps when discharged at the site.

- C. Curing and anti-spalling compound used must appear on the attached list of materials approved by NYSDOT.
- D. Pre-molded bituminous joints shall be placed between all construction joints, and between joints at curbs, buildings, brick pavers and trees as directed.
- E. Sub-Base
 - 1. The subbase course material used shall be bank run gravel (NYSDOT 304.02).

20SW.3. INSTALLATION:

- A. Excavate and dispose of existing concrete sidewalk or ground to the required subgrade surface and/or as indicated on the plans. Care is to be taken not to damage adjacent sidewalk and other appurtenances. Any damage caused by the Contractor's operations will be repaired by the Contractor at no expense to the Owner and as approved by the Engineer.
- B. Subgrade
 - 1. The Contractor shall saw cut the existing pavement and excavate the sidewalk to the proposed subgrade. If such sub-grade is of unsuitable materials, all such materials, shall be removed and replaced with select materials, as called for by the Engineer, tamped, and brought up to the proper grade.
- C. Sub-Base
 - 1. The sub-base course shall be placed and compacted in accordance with §304-3.01 through §304-3.05 of the New York Department of Transportation Standard Specifications and/or as detailed in the plans.
 - 2. The concrete sidewalk shall be placed on a well prepared sub-base, with a minimum depth of six (6) inches. The sub-base shall be compacted and of the type and depth indicated on the detail drawings.

D. Finishing

1. Concrete shall be placed in a continuous pour. No more than one and one half (1 1/2) hours shall separate each continuous pour, unless an expansion joint is used.
2. **Two standard test cylinders are to be made with each truckload**, and cured under conditions equal to the sidewalk. The Contractor is responsible for preparing the cylinders in accordance with A.C.I. standards, storing and protecting the cylinders onsite, delivery to and testing at a testing facility approved by the Engineer. The Contractor shall bear all costs and related expenses for testing. One cylinder from each pour shall be tested at 28 days. If the test results are satisfactory, the second test cylinder shall be discarded by the Contractor. If the results of the first test cylinder are not satisfactory, the second test cylinder shall be tested immediately. The Contractor shall bear all related costs. A copy of all test result must be submitted to the Engineer.
3. The surface shall be a "strikeoff" surface using a "sawing" motion.
4. Bull Float shall be done as soon as possible after strike-off with an overlapping pattern.
5. The Contractor shall make the initial run with jointer and edger.
6. No further work shall be done on the concrete until all the water sheen has disappeared.
7. Rerun joints and finish edges.
8. Broom lightly for a textured surface. Broom shall be cleaned after each application. Failure to keep broom free of concrete may require the Engineer to order that a new broom be used to acquire the desired texture.
9. Textured surfaces of handicapped ramps shall meet all requirements of ANSI Code 4.7.7, A117.1.

E. Curing and Anti-Spalling Compound

1. At the initial set of the concrete, or as directed by the Engineer, all exposed concrete shall be cured and protected in accordance with N.Y.S.D.O.T. Item 608-3.01.D.

F. Sidewalk shall meet latest ADA Accessibility Guidelines for Buildings and Facilities as outlined in the Federal Register's Rules and Regulations.

20SW.4. MEASUREMENT:

- A. The quantity of sidewalk to be paid for shall be actual square feet of sidewalk placed. Sidewalk that has been damaged due to the actions of the Contractor shall not be paid for. Only sidewalk that is ordered placed by the Engineer shall be paid for.
- B. **Concrete driveway apron shall not be measured or paid for under this item.**

20SW.5. PAYMENT:

- A. Payment shall be at the unit price bid for this item and shall include all labor, materials, excavation of and removal of existing sidewalk or ground, excavation to subgrade, preparation of the subbase, furnishing, installing and finishing of the microfiber-reinforced concrete along with application of curing and anti-spalling compound, protection during curing, and the taking, maintaining, and testing of concrete test cylinders.

ITEM 25CC - CONCRETE CURBING

25CC.1. WORK INCLUDED:

- A. Under this item the Contractor shall saw cut, excavate, backfill and supply all materials, labor, and equipment necessary to install concrete sidewalks, ramps, curbing, backfill and restoration and to remove any existing sidewalks and curbing as shown on the plans or as directed by the Engineer.

25CC.2. MATERIALS:

- A. Concrete
 - 1. The material requirements mix preparations and manufacturing of concrete shall comply with the specifications for Class A concrete in Section 501 - "Portland Cement Concrete- General" of the New York State Department of Transportation Standard Specifications, Latest Revision.
 - 2. Concrete shall contain an air-entraining agent and shall have a strength of 3,500 lbs. per square inch at 28 days.
- B. Expansion Material
 - 1. Expansion material shall be one-half (1/2) of an inch thick Premoulded Bituminous Joint Filler as specified in section 705-07 of the New York State Department of Transportation Standard Specifications. Curing and anti-spalling sealer shall be Durok Shield or equal.
- C. Sub-Base
 - 1. The sub-base course material used shall be bank run gravel (NYSDOT 304.02).

25CC.3. INSTALLATION:

- A. Subgrade
 - 1. The Contractor shall saw cut the existing pavement and sidewalk and excavate the curb trench to the proposed subgrade. If such sub-grade is of unsuitable materials, all such materials, shall be removed and replaced with select materials, as called for by the Engineer, tamped, and brought up to the proper grade.
- B. Sub-Base
 - 1. The sub-base course shall be placed and compacted in accordance with §304-3.01 through §304-3.05 of the New York Department of Transportations Standard Specifications and/or as detailed in the plans.

2. The concrete curb shall be placed on a well prepared sub-base, with a minimum depth of four (4) inches. The sub-base shall be compacted and of the type and depth indicated on the detail drawings.

C. Curbing

1. The Contractor shall construct a poured concrete curb with a width of six (6) inches at the top, eight (8) inches at the bottom, and a height of eighteen (18) inches. The back of the curb shall be plumb, and the face shall be battered with the front edge bullnosed with three-quarter (3/4)-inch radius. All steel or wood forms shall be solidly braced, set accurately to line and grade, and set up well in advance of a point to which concrete is being poured. The curb shall be set with a six (6) inch reveal, or one (1) inch reveal where depressed, and shall be finished in such a manner that the face is smooth and free of voids or depression. Expansion joints 1/2 inch in width shall be formed with Premoulded Bituminous Joint Filler and shall be placed every ten (10) feet and where the ground changes in bearing character. The filler material shall be cut to conform to the cross section of the curb.
- D. Concrete shall not be poured until the Engineer has checked the forms to the proper lines and grades. Any variations exceeding one-quarter (1/4) inch in grade or one-half (1/2) inch in line shall be corrected. The Engineer shall also check the bracing of the forms, sub-grade conditions, and the proposed procedure of the pour. The Contractor shall provide such assistance as may be required in checking and shall be responsible for the proper shape, line and grade of the new curb.
- E. Except when given specific permission by the Engineer to do otherwise, concrete curb shall be poured only when the temperature is at least forty (40) degrees Fahrenheit and rising with no indication of falling to freezing until a safe set is obtained. During the cold months protection from freezing shall be available before the pour is begun.
- F. The forms shall be left in place until the concrete has set sufficiently so that, in the opinion of the Engineer they can be finished in such a manner that the face is smooth and free of voids or depressions, but no plastering will be permitted. For this work, competent and skillful finishers shall be employed.
- G. After finishing, the curb shall be sprayed with curing compound and protected from drying for at least three (3) days. At the time of acceptance, the entire curb must be considered acceptable by the Engineer.
- H. At the location of the existing driveways or at locations ordered by the Engineer, drop curbs shall be formed in the freshly poured concrete for driveways.
- I. Driveway depressions shall be to a finished height of one (1) inch above finished pavement at the face of the curb, and shall slope upwards one (1) inch to the back

of the curb. The front edge shall have a bullnose similar to, or of slightly greater radius than, the curb. The transition from the curb top to the depression shall be shaped as a smooth reverse curve in such a way as to allow safe passage for autos.

- J. The newly laid curb shall be protected from traffic by barricades or other suitable methods until the concrete has properly set as judged by the Engineer.
- K. Two standard test cylinders are to be made with each truck load, if directed by the Engineer, and cured under conditions equal to the curb. The Contractor is responsible for preparing the cylinders in accordance with A.C.I. standards, storing and protecting the cylinders onsite, delivery to and testing at a testing facility approved by the Engineer. The Contractor shall bear all costs and related expenses for testing. One cylinder from each pour shall be tested at 28 days. If the test results are satisfactory, the second test cylinder shall be discarded by the Contractor. If the results of the first test cylinder are not satisfactory, the second test cylinder shall be tested immediately. The Contractor shall bear all related costs. A copy of all test result must be submitted to the Engineer.
- L. The area behind the curb shall be backfilled and tamped to the proper grades with topsoil. Rake and grade topsoil to match adjoining area; the Engineer is to approve the grading before fertilizing and seeding. Restoration behind the curb shall be in accordance with Item 127 - Restoration.

25CC.4. MEASUREMENT AND PAYMENT:

- A. Curbing will be measured for payment along the top of the curb and will be the actual number of linear feet of the curb completed and accepted. Payment will include all required saw cutting, excavation, backfilling, restoration, removal and disposal of surplus material, repaving necessary to replace existing roadway where disturbed by the construction of the curbs and all materials, labor, equipment tools and work incidental to or necessary for the construction, curing and protection of the curbs. **No payment will be made to repair curb damaged by the Contactor in areas not included in the proposed work. This work will be covered under Item 127.**

* * *

ITEM 39 - CRUSHED STONE OR GRAVEL

39.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish and place crushed stone or gravel when and where called for by the Engineer. This item will in general cover the use of the material placed to correct unsuitable subgrade conditions in earth, but is not necessarily limited to this purpose.

39.2. MATERIALS:

- A. All materials shall conform to the New York State Department of Transportation Standard Specifications, latest revision, except that no limestone or crushed slag shall be permitted. Stone sizes referred to are as specified in Table 703-4 of the latest NYSDOT specifications. The stone size to be supplied shall be as specified on the plan or in the proposal or as ordered in the field by the Engineer.

39.3. INSTALLATION:

A. Placement

1. When unsuitable, unstable, mucky foundations for pipes, structures, or roadways are encountered the Contractor shall notify the Engineer, who shall, if he deems it necessary, order the excavation of the muck to defined lines and grade. The Contractor shall then supply the material ordered by the Engineer and carefully place it within the area so excavated. The material shall be placed in 6 inch layers and be compacted, in trenches by hand or mechanical tampers, and in roadways by roller.

B. Testing

1. The Engineer may, if he deems it necessary, take samples of the material supplied and have it analyzed to ascertain whether or not it fulfills the requirements of the specifications set forth.
2. If the material does not meet these specifications and has already been utilized in the construction, payment shall be reduced to 50% of the bid price and the Contractor shall pay for the cost of testing.

39.4. MEASUREMENT:

- A. Measurement shall be by the cubic yard of the designated material actually placed within the payment limit lines ordered.
- B. For stabilization of pipe trenches the measurement shall be within the following payment limit lines:

1. Length - The length measurement shall be the actual length of trench ordered to be stabilized by the Engineer.
2. Width - The width measurement shall be one foot on each side outside the pipe or structure being installed, irrespective of actual width of trench excavated or stabilized.
3. Depth - The depth measurement for material placed shall be the depth of the excavation below the normal trench bottom pay limit for pipe or structure as ordered by the Engineer. In no case shall payment be made to depths below those ordered by the Engineer. No payment shall be made for using crushed stone or gravel to fill undercuts below the required grade when not ordered by the Engineer.

39.5. PAYMENT:

- A. The payment shall be at the unit price bid. This price shall include all labor, materials and equipment necessary for furnishing the materials, for placing and preparing them in the trench as specified or directed, and for the proper disposal of replaced material.
- B. Excavation of the trench shall be paid for under the pipe installation item.
- C. No payment will be made under this item for gravel or crushed stone used in connection with any item where this material is specified on the plans or in the specifications to be included under that item.

* * *

ITEM 44HMA- HOT MIX ASPHALT BINDER WITH STONE SUB-BASE

44HMA.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to remove and dispose of the existing earth, soil and/or pavement, compact the subgrade and install a sub-base course, and an asphaltic binder course on top of the prepared compacted subgrade in accordance with the plans and specifications. The thickness of the various courses shall be as shown on the plans.

44HMA.2. MATERIALS:

- A. The binder course used shall be Binder Course Type 3, as specified in Table 401-1 "Composition of Bituminous Plant Mixtures", of the New York State Department of Transportation Specifications, latest revision.
- B. The sub-base stone material shall be - Item 4 NYSDOT 304.05.
- C. Fabricate the HMA mix design as currently being produced; also fabricate specimens for Moisture Susceptibility testing as outlined in NYSDOT Standard Specifications, Materials Method 5.16 or Materials Method 5.13 regardless of aggregate sources.
- D. The Performance-Graded Binder (PG Binder) intended for use with the HMA Production process must be treated at the design dosage and certified to meet the grading requirements outlined in the contract documents and in accordance with NYSDOT requirements. If a process to sample treated PG Binder is not available at the Production facility, samples of PG Binder mixing recommendations, and MSDS sheets must be submitted for acceptance testing. If multiple PG Binder sources will be utilized, then each source needs to conform to NYSDOT specifications.
- E. The Owner reserves the right to suspend any mixture design when the mixture demonstrates unacceptable paving quality or exhibits properties that will affect the anticipated pavement performance.
- F. The Quality Control requirements outlined in Section 401-3 of the State of New York Department of Transportation Specifications shall apply, with additional QC Plan revisions to address specific HMA process controls and are subject to approval by the Engineer. HMA Quality Control guidelines are available from the Materials Bureau.

44HMA.3. INSTALLATION:

- A. Environmental Requirements:
1. Discontinue paving when surface temperatures fall below requirements listed in NYSDOT Table 402-1.
 2. Do not place asphalt concrete on wet surfaces, or if there is any indication of possible rain, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.
- B. Construct asphalt pavement in accordance with NYSDOT, Section 402-6.
- C. The subgrade shall be dry, protected from water that might run onto it, and properly installed.
- D. When the conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.
- E. Curbs and other structures shall be protected at all times from asphaltic materials and caution shall be taken to prevent damage to curbs and other structures by rollers and other equipment.
- F. The asphaltic materials shall be hauled to the site in steel-bodied trucks and covered with tarpaulins to prevent cooling. Any binder course that is poorly mixed, separated, dirtied or cooled to a point of beginning to stiffen shall be rejected and removed from the site.
- G. Unless otherwise permitted by the Engineer, the binder course shall be placed by means of a self-propelled paving machine, which compacts and extrudes the mixture to uniform density and to the desired cross section.
- H. After spreading, the mixture shall be thoroughly and uniformly compressed by a power-driven two wheel tandem roller weighing not less than ten (10) tons, as soon after being spread as it will bear the roller without undue displacement. Delays in rolling a freshly laid mixture will not be tolerated. Rolling shall be longitudinal, starting at the sides and proceeding towards the center of the pavement, overlapping on successive trips. At intersections and other widened areas the pavement shall be subject to diagonal rolling in two directions.
- I. The speed of the roller shall not exceed three (3) miles per hour and shall at all times be slow enough to avoid displacement of the mixture. Any displacements occurring as a result of reversing the direction of the roller, or from any other cause shall at once be corrected by the use of rakes and of fresh mixture where required. Rolling shall proceed continuously until all roller marks are eliminated and until the finished course shall have a density not less than ninety-five (95) percent of the laboratory compacted density. If the binder course is being placed at a rate in excess of three hundred (300) square yard per hour, the Contractor shall use an extra roller. To prevent adhesion of the mixture to the roller, the

wheels shall be kept properly moistened, but excess of either water or oil will not be permitted. Heated smoothing irons shall be used to finish the pavement along curbs, around manhole heads, and elsewhere where necessary.

- J. Traffic shall be kept off the surface until it is completely cooled and until it has set so that it will not be marked by traffic.

44HMA.4. MEASUREMENT AND PAYMENT:

- A. The measurement and payment of each item described in this specification shall be as follows:
 - 1. 44HMA-Sub-Base Cubic Yards of Stone Sub-Base furnished and installed
 - 2. 44HMA-Binder Tons of Asphaltic Binder Course furnished and installed
- B. The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials including the preparation, the mixing, transportation, placing and rolling, necessary to complete the compaction of the subgrade and the furnishing and installing of the sub-base, binder course as shown on the drawings and specified herein. Payment shall include the required stripping of existing grass, topsoil, and excavation and disposal of soil / earth to obtain the proper depth to undisturbed soil to construct the sub-base and binder course.

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ITEM 51AWMA – WARM MIX ASPHALT (WMA) TOP COURSE

51AWMA.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to condition existing pavement, apply tack coat and place a Warm Mix Asphalt (WMA) on top of the existing pavement course in accordance with the plans and specifications. The thickness of this top course will be as specified in the plans.

51AWMA.2. MATERIALS:

- A. The tack coat shall be as specified in Section 407 of the State of New York Department of Transportation Specifications, latest revision.
- B. The top course material used shall be Top as specified in Table 403-1 type 6F3 "Composition of Hot Mix Asphalt Mixtures" of the State of New York Department of Transportation Specification, latest revision.
- C. WMA will consist of a HMA mix design in production status and appropriate WMA production process approved by the Engineer. The WMA shall be produced below 275°F utilizing a HMA mix design in production status and an appropriate WMA Technology.
- D. Fabricate the HMA mix design as currently being produced, and the WMA mix design in the laboratory for a single point mix verification. Also fabricate specimens for Moisture Susceptibility testing as outlined in NYSDOT Standard Specifications, Materials Method 5.16 or Materials Method 5.13 regardless of aggregate sources. When fabricating WMA test specimens, be sure the design WMA additive is present, and the laboratory fabrication simulates the intended plant manufacture of the specific WMA technology utilized. Municipality personnel may be present during the fabrication and testing procedures. If the TSR of the WMA gyratory specimens is less than 80%, corrective action is required. When corrective action is necessary, any changes made to the design must be noted on the JMF, and all other volumetric and mechanical properties must be evaluated for compliance with requirements. After corrective action has been taken, retest the mixture according to this section.
- E. The Performance-Graded Binder (PG Binder) intended for use with the WMA Production process must be treated with the additive at the design dosage and certified to meet the grading requirements outlined in the contract documents. If a process to sample treated PG Binder is not available at the Production facility, samples of PG Binder accompanied by the WMA Additive, mixing recommendations, and MSDS sheets must be submitted for acceptance testing. If multiple PG Binder sources will be utilized, then each source needs to conform to the specification with the design dosage of the Warm Mix additive.

- F. The Municipality reserves the right to suspend any mixture design when the mixture demonstrates unacceptable paving quality or exhibits properties that will affect the anticipated pavement performance.
- G. The Quality Control requirements outlined in Section 401-3 of the State of New York Department of Transportation Specifications shall apply, with additional QC Plan revisions to address specific WMA process controls and are subject to approval by the Engineer. WMA Quality Control guidelines are available from the Materials Bureau.
- H. A mix design utilized as WMA will commence production under mix Verification Status as outlined in MM 5.16 regardless of the HMA JMF status. The six 1-quart PGB samples obtained from the plant will be either modified PGB for use in WMA production, or the design PGB accompanied by the WMA modifier with design dosage rate, MSDS, and manufacturer instructions on combining with PGB. Additional samples of PGB, loose mix and bulk samples may be required during production of WMA for research purposes will be the responsibility of the producer. An outline of additional sampling will be provided during the pre-construction meeting.

51AWMA.3. INSTALLATION:

- A. A pre-construction meeting is required to review the provisions the specification and Quality control plan.
- B. Environmental Requirements:
 - 1. Discontinue paving when surface temperatures fall below requirements listed in NYSDOT Table 402-2.
 - 2. Do not place asphalt concrete on wet surfaces, or if there is any indication of possible rain, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.
- C. Construct asphalt pavement in accordance with NYSDOT, Section 401-3.
- D. The existing pavement shall be clean and dry, protected from water that might run onto it, and properly installed. It shall be cleaned by hand and mechanical brushing and, if necessary, by flushing with a strong jet of clean water, and permitted to dry thoroughly before the top course is laid. Tack Coat application rate shall be as specified in NYSDOT Table 407-1. All tack coats must be applied evenly using a tack coat asphalt emulsion sprayer by truck. Brushed-on tack coats will not be acceptable.
- E. Tack coat should be applied in a thin coat and uniformly cover the entire surface, including all vertical surfaces of joints and structures. No more tack should be

applied than can be covered in one day and any tack that was not covered that day should be re-tacked prior to paving.

- F. Paving HMA over a tack coat should not commence until the emulsion has broken (goes from brown to black in color).
- G. Manhole frames and other structures shall be adjusted to finished grade, if necessary prior to placing of this paving course. Contractor shall set manhole and grate elevations based on Contractor's determined finished grade.
- H. When the conditions, equipment, plant and force is, in the opinion of the Engineer, proper for the work, the operation may proceed.
- I. Curbs and other structures shall be protected at all times from asphaltic materials and caution shall be taken to prevent damage to curbs and other structures by rollers and other equipment.
- J. The materials shall be hauled to the site in steel bodied trucks and covered with tarpaulins to prevent cooling. Any top course that is poorly mixed, separated, dirtied or cooled to a point beginning to stiffen shall be rejected and removed from the site.
- K. **Trucks delivering asphalt may be weighed at the discretion of the Village.**
- L. Unless otherwise permitted by the Engineer, the top course shall be placed by means of a mechanical spreader so operated that the mixture as spread, is free from lumps, of uniform density, and to the desired cross section.
- M. After spreading, the mixture shall be thoroughly and uniformly compressed by a power-driven two wheel tandem roller weighing not less than ten (10) tons, as soon after being spread as it will bear the roller without undue displacement. Delays in rolling a freshly laid mixture will not be tolerated. Rolling shall be longitudinal, starting at the sides and proceeding towards the center of the pavement, overlapping on successive trips. At intersections and other widened areas the pavement shall be subject to diagonal rolling in two directions.
- N. The speed of the roller shall not exceed three (3) miles per hour and shall at all times be slow enough to avoid displacement of the mixture. Any displacements occurring as a result of reversing the direction of the roller, or from any other cause shall at once be corrected by the use of rakes and of fresh mixture where required. Rolling shall proceed continuously until all roller marks are eliminated and until the finished course shall have a density not less than ninety-five (95) percent of the laboratory compacted density. If the top course is being placed at a rate in excess of three hundred (300) square yard per hour, the Contractor shall use an extra roller. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excess of either water or oil will not be permitted.

- O. Heated smoothing irons shall be used for finish the pavement along curbs, around manhole heads and elsewhere where necessary.
- P. Traffic shall be kept off the surface until it is completely cooled and until it has set so that it will not be marked by traffic.
- Q. A sixteen- (16) foot straight edge and four-foot carpenter's level shall be made available by the Contractor for testing. The Engineer shall be assured that the profile is true to one-quarter (1/4) inch, or the pavement shall be removed and re-laid. No surface patches are to be allowed.

51AWMA.4. MEASUREMENT AND PAYMENT:

- A. The quantity to be paid for under this item shall per "ton" of top course pavement placed.
- B. The unit price bid for this item shall be full payment for furnishing all labor, equipment and materials, including the preparation and conditioning, the Tack Coat, the mixing, transportation, placing and rolling, necessary to complete the top course as shown on the drawings and specified herein.

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ITEM 76 - MAINTENANCE AND PROTECTION OF TRAFFIC

76.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to protect and maintain pedestrian and vehicular traffic.

76.2. METHOD:

- A. The Contractor shall maintain and protect traffic by conducting his construction operations so that the traveling public is subjected to a minimum of delay and no hazard.
- B. Procedures to be followed are as outlined herein and as required under Section 619 of the New York State Department of Transportation Specifications, latest edition.
- C. Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the construction. Where directed by the Owner, the Contractor shall provide adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.
- D. In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Engineer, and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour signs posted.
- E. Approved signs in accordance with the New York State Manual of Uniform Traffic Control Devices shall be provided along all streets while work is in progress. Where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and normal lanes of traffic shall be restored. Barricades shall be placed wherever the safety of the traveling public requires them, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition, barricades shall be placed where they are deemed necessary, in the opinion of the Engineer or the Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.
- F. All barricades, lights and flags, shall be maintained intact at all times.
- G. A NYSDOT permit is required for this work under this contract, the Contractor shall inform himself of all the rules, regulations and restrictions set forth by the NYSDOT permit concerning work within their right-of-way. If any of the

Contractor's work is performed contrary to such laws, rules and regulations, he shall bear all resulting costs and fines.

76.3. PAYMENT:

- A. Payment for this work will be deemed included in all other items being bid and shall include the cost of furnishing all labor, materials and equipment necessary to erect, maintain and dismantle the required equipment.

* * *

ITEM 102IC – INFILTRATION SYSTEM

102IC.1. 1WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to excavate and place a HDPE stormwater infiltration chamber with crushed stone and filter material, with inspection ports, and properly backfill, all in accordance with the drawings and these specifications.

102IC.2. MATERIALS:

- A. HDPE stormwater infiltration chambers shall be manufactured by CULTEC, Inc. of Brookfield, CT. Model shall be CULTEC Recharger 330XLHD.
- B. Alternate designs varying in detail, may be submitted for approval by the Engineer, but the Engineer reserves the right to enforce the provision of these specifications.
- C. Crushed Stone
 - 1. This item shall conform to the New York State Department of Transportation Standard Specifications, latest revision, except that no limestone or crushed slag shall be permitted. Stone sizes referred to are as specified in Table 703-4 of the latest NYSDOT specifications for No. 2 size stone.
- D. Select Fill
 - 1. This item shall consist of run-of-bank sand, sand and gravel mixtures containing little or no fines which shall pass through No. 200 sieve; fill shall also have a minimum dry weight of 115 lbs. per cubic foot and have permeability and percolation characteristics (k) when compacted of greater than 10^{-3} cm/sec. as per standards of A.A.S.H.O. soil classification. Sand silt or clayey silts will not be accepted.
 - 2. Material shall be approved by the Engineer or a person designated by him for suitability for placement on the property. Continuous checks shall be made during the filling operation. Any material found not meeting the above standards shall be removed at the Contractor's expense.
- E. Geotextile Filter Material
 - 1. CEF 4545, CEF 4551; Exxon Chemical Co. GTF 150 EX; Mirafi Inc. 140N, 140NL; Nicolon Corp. Filterweave 70/06; Phillips Fibers Corp. Supac 4NP, 5NP, 7NP; Wellman Quline Inc. Q60, Q80, Q100.

102IC.3. INSTALLATION:

- A. The Contractor shall install the infiltration chambers in accordance with these specifications as well as the manufacturer's installation specifications and in conformance with the details shown on the plans or specified by the Engineer.
- B. Excavation
 - 1. The Contractor shall cut and remove any asphalt paving curbs, drives, or other surface material required to make the excavations. The Contractor shall make all excavations in such a manner and to such widths as will provide ample room for properly installing the Drywell, and to permit the thorough compacting of the backfill material.
 - 2. The Contractor shall excavate a trench to the depth shown on the profiles and to a width of one (1) foot on each side of the outside of the Drywell. Hand excavation shall be employed wherever, in the opinion of the Engineer, it is necessary for the protection of existing utilities, trees, pavements or other structures, at no additional cost.
 - 3. The Contractor shall keep the trenches free from water. This shall be done as part of this item.
 - 4. Concrete pavement removal and Trench Rock is paid under its own item. Payment limit lines for these items at Drywell excavations shall be considered one foot outside the structure and to a depth twelve (12) inches below the bottom of the structure regardless of the amount of material removed.
 - 5. The structure shall rest on suitable material and a stable bottom. If the soil encountered at the invert is unsuitable (i.e. soft, spongy, etc.) it shall be excavated and removed. Excavation shall be from a point one foot below the design invert of the structure to the bottom of the excavation for a width of one (1) foot on each side of the Drywell and to a depth as called for by the Engineer. There shall be no payment for the first foot of extra depth under the Miscellaneous Earth Excavation item. Payment for the first foot shall be included as part of this item. The Contractor shall replace the excavated material with No. 2 crushed stone, which shall be thoroughly compacted. Payment for this stone shall be under its own item. Payment of the excavation of the unstable bottom shall be under the Miscellaneous Earth Excavation item.
 - 6. The Contractor shall provide adequate sheeting, bracing, and pumping of the excavation, whenever necessary to provide safe working conditions, prevent damage to pavement, structures, pipes and utilities or shifting of materials and shall be completely responsible for its adequacy and all damages resulting from its installation, removal, failure or omission. Such sheeting, shoring or bracing shall be included as part of this item.

C. Sheeting and Bracing

1. Trenches shall be properly sheeted, shored and braced as necessary to prevent shifting of materials, to prevent damage to structures, pavement and pipes and to provide safe working conditions.
2. The Contractor shall be responsible for submitting sheeting designs that have been signed and sealed by a licensed professional in the State of New York to the Engineer for review.
3. The Contractor shall be responsible for providing, installation of and for the adequacy of all sheeting and bracing used and for all damage resulting from its failure or from placing, maintaining and removing it.
4. No payment will be made for sheeting and bracing if it is removed, or if it is left in place for the Contractor's convenience. If the sheeting and bracing is ordered to be left in place by the Engineer after having been constructed, the Contractor shall be entitled to the cost of materials so left in place.
5. If there is a space between the sheeting and the side of the trench, the space shall be backfilled with suitable material thoroughly compacted in place. Where adjacent structures, pavement or pipes may be damaged by the removal of sheeting, the Contractor shall not remove the sheeting all sheeting left in place shall be cut off at least two (2) feet below the surface of the ground. Where sheeting or shoring is to be removed, the removal shall be in such a manner as to prevent loss of ground.
6. The Contractor's attention is drawn to the NYS Department of Labor Industrial Code Rule #753 and O.S.H.A. regulations, which must be strictly adhered to. Prefabricated sheeting boxes may be used only with the approval of the Engineer as to the box itself and the method of use.

D. Construction

1. Geotextile Filter Material shall be installed as indicated in the Plans and in accordance with manufacturer's instructions.
2. The infiltration chambers shall be properly handled to avoid chopping, cracking or breaking. Sections damaged in transit or construction shall be replaced by the Contractor at no additional cost to the Owner.
3. The infiltration chambers shall rest on a foundation of a minimum of six (6) inches of crushed stone, Size 2 of Table 703-4 of the New York State Department of Transportation Specification, latest revision.
4. The Contractor is responsible for the alignment of the holes in the infiltration chambers for the pipe to enter. If the infiltration chambers are relocated in the

field the Contractor shall realign the holes as part of this item and at no additional cost to the Owner.

E. Backfill

1. After the infiltration chambers have been properly constructed and inspected, the space between the walls of the infiltration chambers and the walls of the trench shall be backfilled with No. 2 crushed stone.
2. Once the stone has been placed in the trench and cover has been provided as indicated on the plans and details the filter fabric shall be placed over the stone in accordance with the manufacturer's installation instructions.
3. Once the filter fabric has been placed the remainder of the trench may be backfilled with select fill above which topsoil must be placed in accordance with the plans and details.
4. Excess material shall be removed from the site; unsuitable backfill material shall be removed from the site and replaced with suitable backfill as determined by the Engineer.

102IC.4. PAYMENT:

- A. Payment for this item shall be made at the lump sum bid price and shall include all labor, materials and equipment for sheeting and shoring, crushed stone bedding, filter fabric, maintaining excavation, construction, and backfill of the infiltration chambers.

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ITEM 102TD - TRENCH DRAIN

102TD.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials, equipment and incidentals necessary to construct a trench drain. He shall do all other work necessary for the complete installation of the trench drain as specified herein, as shown on the plans and as directed by the Engineer.

102TD.2. MATERIALS:

- A. The walls shall be constructed of precast sections. Precast catch basins shall meet all the structural requirements of latest ASTM-C-478 4000 P.S.I. Concrete.
- B. Frame and grate shall be as shown on the detail drawings and shall meet HS-20-44 loading.
- C. The Contractor must submit shop drawings to the Owner for approval prior to ordering.

102TD.3. CONSTRUCTION:

- A. The Contractor shall make all excavations in such a manner and to such widths as will provide ample room for properly installing the trench drain; it shall rest on a 6" bed of No. 2 crushed stone. The contractor must thoroughly compact the backfill materials as part of this item. The Contractor shall provide adequate sheeting and bracing of the excavation whenever necessary to provide safe working conditions, prevent damage to pavements, structures, pipes and utilities, or shifting of materials. The Contractor shall be completely responsible for its adequacy and for all damages resulting from its installation, removal, failure or omission. The excavation shall be maintained and pumped as required.
- B. The frame and grate shall be provided and installed with the frame set to true grade in a full bed of brick mortar.
- C. All pipes extending inside the trench drain shall be cut flush with the interior wall of trench drain.
- D. After the trench drain has been properly constructed and inspected, the space between the walls of the trench drain and the sides of the trench shall be backfilled with granular materials and compacted in nine (9) inch layers. Water may be required by the inspector to be added to the backfill material, to insure its compaction, to a degree at least equal to that of the surrounding earth. No stones larger than three (3) inches shall be allowed in the backfill.

102TD.4. MEASUREMENT & PAYMENT:

- A. Payment shall be at the unit bid price per linear foot of trench drain and grating installed as measured along the centerline of the trench drain installed. It shall include all labor, material and equipment necessary to furnish and build a trench drain as shown on plans and described herein.

* * *

ITEM 127 – RESTORATION

127.1. WORK INCLUDED:

- A. Under this item the Contractor shall provide all the labor, materials, and equipment necessary to restore the site to its original condition. All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All manmade or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.
- B. Physical features damaged outside the limits of the work, as determined by the Engineer, shall be repaired as described in the "General Conditions."
- C. Restoration of utility lines of private companies or municipalities is covered under the General Conditions and is not included as part of this item.

127.2. PROCEDURE:

- A. After the new work in an area has been completed tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features disturbed shall proceed.
- B. These features are of the general types outlined below but not necessarily limited to these specific items, as this specification item covers all required restoration work within general categories:
 - 1. TREES, shrubbery and bushes.
 - 2. GARDENS (Rock gardens, flowers annual, perennials, etc.) with all soils and mulches.
 - 3. GROUND COVERS (Pachysandra, myrtle, phlox, ivy, etc.) with all soils and mulches.
 - 4. LAWNS (Fescues, bluegrasses, perennial ryegrass, zoysia, etc.) with all topsoils or sod. See paragraph "Grass Areas" below.
 - 5. WALLS and wall footings (stone, masonry, brick, dry bound etc.)
 - 6. GUIDE RAILING & FENCES (Chain link, picket, board, barbed wire, "W" Beam, Box Beam). This shall include such new work as footings, posts, guys or braces as may be required to secure the work.
 - 7. SIDEWALKS, PATHWAYS, PATIOS (Concrete, flagstone, crushed stone, precast slab, brick, gravel, slate, terrazzo, tile).

8. CURBS and curb footings (Concrete, asphalt, granite, stone brick, metal, etc.)
9. DRIVEWAYS (Concrete, slab, gravel, crushed stone and asphalt).
10. PRIVATE UNDERGROUND UTILITIES (Footing drains, roof leader drain, dry wells, private electric cables, sprinkler system, swimming pool appurtenances, septic fields, etc.)
11. FRONT OR REAR YARD MAN-MADE FEATURES (Mail boxes, sign posts, lamp posts, dog houses, bird baths, pigeon coops, storage sheds, fireplaces, barbecue pits, trash burning pits, playing courts, religious crèches, awnings, gates, wells, etc.) can best be handled if they are carefully removed and replaced after the construction. Those disturbed, damaged, or destroyed shall be reset, repaired, or replaced.

C. Equivalent Items

1. All features damaged or destroyed shall be repaired or restored with features equal to or better than the original ones. The Contractor shall make all reasonable attempts to satisfy the owner of the features but the Owner shall be the judge as to the reasonableness of equivalency of repaired and restored features.
2. In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the Contractor may substitute other similar item whose total value shall equal that of the destroyed one. This shall be done to the satisfaction of the owner of the item. In such cases the Contractor shall secure a written release from the homeowner stating that he is accepting a substitute for the destroyed item and that he releases the Contractor and the Owner from further claims for said item. The Superintendent of Public Works shall be the judge of the value of the destroyed and the value of the restored items and the reasonableness of the substitution.

D. Grass Areas

1. Immediately after backfilling, grass areas shall be temporarily restored using fast germinating annual or perennial rye grass seed. The patched area shall be watered as necessary to insure proper germination.
2. All disturbed grass areas shall be permanently replaced during the planting seasons from April 7th to May 15th and from August 25th to October 1st as follows:
 - (a) Harrow the ground.
 - (b) Remove weeds and other undesirable growth.

- (c) Furnish and place a minimum of four (4) inches of screened topsoil obtained from a local nursery.
 - (d) Rake and grade topsoil to match adjoining area; the Engineer is to approve the grading before fertilizing and seeding.
 - (e) Furnish and place 15 lb. of fertilizer containing by percentage of weight: Kentucky Bluegrass 50%, Red Top 5%, Pennlawn Fescues 25%, Creeping Red Fescues 20%, to every 1,000 square feet of area. If this specific mixture is unavailable, the Contractor shall request permission to utilize a specific comparable mixture.
 - (f) The Contractor shall water the newly planted grass until the grass reaches a stand of four (4) inches.
 - (g) The Contractor shall be responsible for restored grass areas until final acceptance by the Owner. He shall regrade, reseed, refertilize, etc., any grass that has failed to maintain a dense stand or any area that has lost its grade due to settlement of the trench. The finished restored area shall be free of weeds and shall have the same density of grass as the adjoining areas.
 - (h) In lawn areas that contain Zoysia grasses the Contractor shall replace the area with the same.
3. In lieu of the above method of placing topsoil and seeding, the Contractor may substitute sodding, at his own option and at no extra cost to the Owner.

E. Protection of Trees

1. The Contractor is advised that the construction has been located to avoid tree clusters and individual mature trees. In constructing the contract work, the Contractor shall coordinate construction activities in the vicinity of street trees with the Owner. The trunks are to be protected with heavy wooden fences. All trees in the vicinity of construction activity are to be secured in a manner acceptable to the Engineer to prevent toppling. The Contractor shall avoid cutting more than one-third (1/3) of a tree root system, as measured by the perimeter of the canopy. The Contractor shall avoid cutting roots greater than one inch in diameter. Under low canopy trees the Contractor shall modify the vertical extension of the construction equipment boom to avoid injury to the low tree branches. Construction equipment movement in the vicinity of trees shall be kept to a minimum to avoid compaction of the soil around the trunks of trees. During backfill operations the Contractor shall avoid excessive tamping of earth around the roots and trunks, and shall apply an approved mulch to the roots during the operation.

F. Maintenance

1. All work done as part of this item shall be maintained for a period of one year after the completion of the project by this contract and secured by the maintenance bond.
2. Trenches that have settled shall be refilled to the proper grade. If this refilling operation disturbs the previous restoration of lawns etc., the lawns, etc., shall again be restored to their original condition under this item and at no additional cost to the Owner.
3. Items replaced replanted or restored shall be protected to insure their proper establishment. This protection may take any form required such as guying, wrapping, covering, barricades, shoring, etc.

G. Regrading Surfaces to Finished Grade

1. In some instances, grading by machines will not be considered as properly or satisfactorily graded to the required finished grades. In these instances, hand grading such as raking rolling, trimming, etc. will be ordered by the Engineer to complete the work satisfactorily.

H. Release

1. The Owner will require the Contractor to obtain a written release from any or all private property owners and/or public agencies as to satisfactory restoration of easement or permit areas, or written acceptance of other considerations or substitutions in lieu of such satisfactory restoration. Final payment may be withheld pending receipt of such releases.

127.3. MEASUREMENT:

- A. No measurement for payment under this item shall be made, as this item includes all work or materials that may be required to restore the site.

127.4. PAYMENT

- A. Payment for this work is deemed included in all items of this contract and no separate payment will be made therefore.

* * *

ITEM 150 – LOW VOC ALKYD BASED REFLECTORIZED PAVEMENT MARKINGS

150.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, materials and equipment necessary to remove or black out the existing street and parking lot markings if required and install **Low VOC Alkyd Based ReflectORIZED Traffic Pavement Markings** as shown on the plans and as ordered by the Owner's Representative.

150.2. MATERIAL AND INSTALLATION:

- A. Application – The Low VOC Alkyd Based reflectORIZED traffic pavement markings shall be applied using spray equipment, nylon brush, or roller. Paint shall be stirred thoroughly just before using. The binder shall be satisfactorily applied as to deposit a wet film thickness of 13 +/- 1 mil. Equivalent to 125 square feet to 135 square feet per gallon of binder with glass spheres applied thereon at a rate of six pounds per gallon of paint. The reflective surface shall be obtained by applying paint and glass spheres in one operation. The markings shall be white or yellow as shown the drawings.
- B. The paint shall be manufactured from first grade materials and shall be free from defect and imperfections that might adversely affect the serviceability of the finished product. The material shall show no hard setting or gelling upon storage. Total VOC shall not exceed 2.09 lbs/gal, or 250 gm/liter. The consistency of the paint shall be not less than 80 KU or more than 85 Kreb units at 25 degrees Celsius. The paint shall have a minimum weight per gallon of 14.2 lbs.
- C. Pavement striping will be measured in linear feet along the centerline of the pavement stripe.

(continued on the next page)

150.3. PAYMENT

A. Payment for pavement striping shall be as follows:

Item		Unit
150A	White Stripe	L.F. per 4" wide stripe
150B	White Stripe	L.F. per 12" wide stripe
150C	White Stripe	L.F. per 18" wide stripe
150D	Yellow Stripe	L.F. per 4" wide stripe
150E	White Arrow Marking	Each
150F	White Cross-Hatching	Each
150G	Yellow Cross-Hatching	Each
150H	White "STOP" or "ONLY" Marking	Each
150I	NYS DOT Crosswalks Type L (White)	Each
150J	White Yield Markings 12" Base x 18" Height	Each
150K	Blue Stripe	L.F. per 4" wide stripe
150L	Blue Handicap Symbol	Each

B. Payment shall also include all costs for removing or blacking out the existing pavement markings where there is a conflict with new pavement markings as directed by the Owner's Representative.

* * *

ITEM 500 - TRAFFIC SIGNS

500.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to furnish all labor materials and equipment necessary to install all required traffic signs and footings as shown on the plans or as directed by the Engineer.

500.2. MATERIALS AND INSTALLATION:

- A. The Contractor shall conform to NYSDOT specifications (latest Edition) Items concerning the materials and installation of the traffic signs as shown on the Contract drawings and shall be in conformance with the requirements of the Manual of Uniform Traffic Control Devices.
- B. Protect surfaces and finishes from abrasion and other damage during handling and installation.
- C. The Contractor shall install sign posts and footings in accordance with the detail drawings.

500.3. MEASUREMENT AND PAYMENT:

- A. Measurement and payment for this item shall be for each sign, post and footing furnished and installed in accordance with the detailed drawings and as described herein.
- B. Bidders must contact the local Police Department for traffic sign specifications.

* * *

ITEM 701 – TOPSOIL AND SEED

701.1. WORK INCLUDED:

- A. Under this item the Contractor shall furnish all labor, material and equipment necessary to install shrubs, 6" topsoil, Miramat Revegetation Mat and seed to the limits shown on the plans and/or as directed by the Engineer.

701.2. MATERIALS:

A. Seed

1. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal and State Standards.
2. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1 percent by weight.
3. All seed will be rejected if the label or test analysis indicates any of the following contaminants: Timothy, Orchard Grass, Sheep Fescue, Meadow Fescue, Canada Blue Grass, Alta Fescue, Kentucky 31 Fescue, and Bent Grass.

4. Provide the following seed mixture (amount by weight in mixture):

(a) Kentucky Bluegrass:	55%
(b) Red Fescue:	25%
(c) Perennial Rye:	20%

B. Topsoil

1. Topsoil for landscape Work is not available at the site and shall be furnished as specified.
2. Furnish and install permanent Miramat Revegetation Mat on the prepared topsoil grade, in accordance with the manufacturer's specifications. Pin the Mat in a three feet pattern and at one foot intervals along the bottom of the proposed graded area.
3. Provide off-site topsoil as required, which is fertile, friable, natural loam, surface soil, capable of sustaining vigorous plant growth, free of any admixture of subsoil, clods of hard earth, plants or roots, sticks or other extraneous material harmful to plant growth. Supply topsoil with the following analysis:
 - (a) 3/4-inch Mesh: 100 percent passing.

(b) #4 Sieve: 90 to 100 percent passing.

(c) #200 Sieve: 0 - 10 percent passing.

4. Clay content of material passing #200 sieve not greater than 60 percent, as determined by hydrometer tests.
5. pH 5.0 to pH 6.5. If approved by ENGINEER, natural topsoil not having the hydrogen-ion value specified may be amended by CONTRACTOR at his own expense.
6. Organic content not less than 5 percent, as determined by ignition loss.
7. Free of pests and pest larvae.

701.3. INSTALLATION:

- A. Sow grass seed between March 15th and May 15th or between August 15th and October 1st, except as otherwise approved in writing by the Engineer
- B. Do not seed when the wind velocity exceeds 5 miles per hour.
- C. Seed Application Rate: 3 pounds per 1000 sq ft.
- D. Maintain the grass at heights between 1-1/2 inches and 2-1/2 inches. The Contractor shall cut /mow the grass a minimum of two times.
- E. Water and protect all seeded areas until final acceptance of the lawn.
- F. Final acceptance of lawn areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the lawn areas may be accepted at various times at the discretion of the Engineer.

701.4. MEASUREMENT & PAYMENT:

- A. Measurement for this item shall be per square yard of topsoil, and seed material actually placed. Payment for this item shall be at the unit price bid and shall include the cost of furnishing all material, labor and equipment necessary to furnish and install a minimum of 6" topsoil, Miramat Vegetation Mat, seed, and maintaining the lawn area as described herein, shown on the plans and as ordered by the Engineer.
- B. Topsoil that has been stripped from the site and reused shall also be measured under this item.

* * *

ITEM 800 - EROSION CONTROL

800.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to furnish labor, material and equipment necessary to install and maintain erosion control facilities on the work site.
- B. The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion control features are installed concurrently with, or immediately following, grading operations. The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

800.2. MATERIAL:

- A. Material shall be hay bales, silt fence, temporary sediment trap, and other items. The details for the erosion control structures, hay bales, etc, shall be in accordance with New York State Standards and Specifications for Erosion and Sediment Control "Blue Book", August 2005 or latest revision.
- B. Dewatering bags to capture silt such as Ultra-Dewatering Bag by UltraTech or approved equal shall be used at the discharge ends of all pumps during trench dewatering operations.
- C. Crushed stone shall conform to the New York State Department of Transportation Standard Specifications, latest revision, except that no limestone or crushed slag shall be permitted. Stone sizes referred to are as specified in Table 703-4 of the latest NYSDOT specifications for No. 2 size stone.

800.3. INSTALLATION:

- A. Before starting the Work, the Contractor shall establish erosion control measures. The Contractor shall not perform any clearing, grubbing or earthwork on the project, until the erosion control measures have been implemented and received approval in writing from the Engineer. The Engineer or Owner is not liable to the Contractor for

any delays in work due to the Contractor's failure to implement erosion control measures.

- B. The Contractor will be required to prevent any erosion on the site and prevent any sediment from entering the storm sewer system or washing overland. In addition, wherever items of work that the Contractor is performing indicate a possible erosion problem, the Contractor should note that the installation of the erosion control methods will require periodic maintenance of these various devices. It is the Contractor's responsibility to install and maintain the erosion control throughout the course of the project.
- C. The Contractor shall perform routine inspection and maintenance of Best Management Practices (BMP's). Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and maintaining a maintenance log, copies of which shall be available to the Engineer for review upon request. The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the Engineer may direct the Contractor to revise the operations and erosion control measures. The Engineer may restrict work from being performed until the erosion control measures are adequate. The Owner reserves the right to take corrective action and withhold Owner costs for corrective action from progress payments or final payment. Any fines, including third-party claims, levied against the Owner as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment.
- D. Dewatering bags must be placed on a slope and in such a manner that flow through the bag does not create erosion downhill. Dewatering bags must be placed on a crushed stone base in order to increase efficiency of filtration.
- E. It is the Contractor's responsibility to maintain all erosion control devices and trench dewatering bags throughout the duration of the project. It is also the Contractor's responsibility to remove, dispose and replace the erosion control devices and dewatering bags when they become ineffective or filled with sediment and at the end of the project.

800.4. MEASUREMENT AND PAYMENT:

- A. Installation of all required erosion control on this project, as shown on the drawings or directed by the Engineer so as to be in conformance with the New York State Standards and Specifications for Erosion and Sediment Control "Blue Book". No separate payment will be made for this work. Payment for all required erosion control on this project including crushed stone and dewatering bags, as shown on the drawings or directed by the Engineer, will be deemed included in all other items being bid.

* * *

ITEM 2220 - DEMOLITION

2220.1.WORK INCLUDED

- A. Under this item, the Contractor will be required to furnish all labor, materials and equipment necessary for the demolition, removal and proper disposal of the specified items in accordance with the specifications and as ordered by the Engineer. Items to be demolished include asphalt paving, concrete curbs, concrete sidewalks, fences, top soil and similar existing site features as well as any trees, bushes, shrubs or other vegetation within the footprint of the proposed parking lot, drainage system and associated grading.

2220.2.QUALITY ASSURANCE

- A. Before the Work of this Section is started, obtain all permits required by Federal, State, and local jurisdictions for all phases and operations of the Work.
- B. The Contractor must successfully complete the Work in accordance with all applicable Federal, State, and local codes and restrictions.

2220.3.PROJECT CONDITIONS

- A. Recycle demolition debris to the extent possible.
- B. Burning is prohibited.
- C. The use of explosives is prohibited.
- D. Protect utilities during the Work.
- E. Verify the location and status of all utilities within the project area prior to the start of work.

2220.4.EXECUTION

- A. Preparation
 - 1. Maintenance and protection of traffic devices must be in place and approved by the Engineer prior to the start of demolition.
 - 2. Sediment and erosion control measures shall be installed in accordance with Westchester County Best Management Practices as directed by the Village Engineer.

B. Demolition

1. Prior to removal of concrete curbing the Contractor shall sawcut the existing pavement and remove and dispose of all existing concrete curb where the new curb is to be installed. The asphalt pavement must be sawcut so that the removal of the curb will not unnecessarily damage existing asphalt pavement that is intended to remain. Any asphalt that is damaged in this manner without a sawcut having been made shall be restored at the Contractor's expense.
2. Existing fence, posts and post footings must be entirely removed.
3. Topsoil from stripping may be stockpiled and reused. However, soil stockpile must be stabilized for erosion control.
4. All material that will be reused by the Contractor must be approved by the Engineer. Any material that will not be reused must be removed and disposed of by the Contractor as part of this item.

C: Disposal

1. Remove demolition debris and excess fill from the property as soon as practicable.
2. Demolition debris to be disposed of under this item include (but are not limited to): asphalt, subgrade material, topsoil, vegetation, concrete sidewalk, concrete curbing and fencing.
3. Transport demolition debris and excess fill to an approved disposal area as soon as practicable. The Contractor shall supply manifests as requested by the Village.
4. Do not store, sell, or burn materials on property.

2220.5.MEASUREMENT AND PAYMENT

- A. Payment for this item shall be made at the lump sum bid price and shall include the cost of furnishing all labor, materials and equipment necessary to demolish and dispose of the existing site features as shown on the plans and as specified herein.

* * *



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Planning and Development Department

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name:	Eric Zamft, Director of Planning & Economic Development
------------------------	---

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:			BID #		
Account #:			Strategic Plan Priority Area		
			Many		
	Yes	No			
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

Agenda Heading Title <i>(Will appear as indicated below on Agenda)</i>
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Authorizing Submittal of Consolidated Funding Application and New York Main Street Technical Assistance Applications

Summary

At the July 5, 2016 Board of Trustees meeting the grants that the Village has been awarded and applied for was discussed. In addition, a discussion occurred regarding the upcoming July 29 deadline for the New York State Consolidated Funding Application ("CFA"), including the specific programs that were going to be targeted. This information was summarized in a June 29, 2016 memorandum from the Department of Planning & Economic Development. For the Board's convenience, that memorandum is attached.

In order for the Village to apply for the funding under any of the various programs under the CFA, a general authorizing resolution must be adopted by the Board of Trustees. In

addition, in order for the Village to apply for funding specifically under the New York Main Street Technical Assistance program, a separate, specific resolution must be adopted. To that end, provided to the Board are two resolutions: 1) a general resolution authorizing CFA submittal and 2) a specific resolution authorizing submittal to the New York Main Street Technical Assistance program.

Proposed Action
Board adopt the two resolutions

Attachments
<ul style="list-style-type: none">• June 26, 2016 Planning & Economic Development Memorandum



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & ECONOMIC
DEVELOPMENT

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Eric Zamft, AICP, Director
Andrea Sherman, Planner
Constance Phillips, Planning Commission Secretary

To: Village Manager
From: Village Grants Team
Date: June 29, 2016
Re: 2016 Consolidated Funding Application (CFA) Recommendations

The Village Grants Team (Department of Planning & Economic Development and Village Engineer), along with contracted grants consulting firm Millennium Strategies, has reviewed the available NYS Consolidated Funding Application (CFA) grant opportunities for funding sources that can help move the Village in a positive direction.

In particular, the Grants Team notes that funding could be sought that focuses on the following three initiatives:

- Development of a Form-Based Code
- Improvements to the Waterfront, Parks, and Trailways
- Infrastructural improvements, including the reconstruction of the Bulkhead

The Grants Team will be working with Millennium Strategies and additional Village staff to submit these applications by the July 29, 2016 deadline. The Grants Team will provide an update and will require support resolutions from the Board at a future date.

NYS Urban Development Corporation—Empire State Development Grant (ESD)

1. **Overview** – This grant will provide funding for business investment, infrastructure investment and economic growth investment into projects that are intended to create or retain jobs, increase business and economic activity and reduce or eliminate unemployment and underemployment in the community. Projects that will be awarded must align with the five-year strategic plan for economic development that is set by their respective Regional Council. Applicants may apply for the budget of a single phase of completion of their project, but most clearly describe the scope of the project associated with the budget request. **Note that this is a very competitive grant that is focused on job creation and growth.**
2. **Amount**
 - \$175,000,000 Statewide
 - 80% match required (of which 10% must be a cash cost-share)
 - \$250 Application Fee
 - One percent (1%) non-reimbursable commitment fee
3. **Special Application Requirements** – None.

4. **Additional Notes**

- MWBE support – ESD’s agency-wide MWBE utilization goal is 30%. Each project will be assigned an individual contract-specific goal, which may be higher or lower than 30%

5. **Possible Project** – Funding to re-write the Zoning Code as a form-based code in order to promote future development that is appropriate, well-designed, co-mingles with the public realm, and incentivizes mixed-use transit-oriented development around the train station. The zoning re-write would include review under the State Environmental Quality Review Act (SEQRA), which would be the platform to quantify and evaluate the potential build-out of downtown and what impact that could have on important resources such as traffic, transit, parking, schools, and infrastructure. Such rezoning and build out would look to streamline the approval process for prospective developers to invest and obtain results quickly with minimum additional costs and approval risks and would allow the Village to evaluate such proposals in a holistic way and not on an ad-hoc basis.

NYS Urban Development Corporation—ESD Strategic Planning and Feasibility Studies

1. **Overview** – ESD Strategic Planning and Feasibility Studies funding will be awarded to applicants that need resources to develop 1) strategic plans for development of their community or 2) to conduct feasibility studies for site assessment and planning. All plans should be focused on stimulating development of communities and urban areas. **Note that is a smaller pot of money, but is focused on planning and feasibility studies, as opposed to job creation.**

2. **Amount**

- \$1,000,000 Statewide
- \$100,000 Maximum award
- 50% Match requirement (of which 10% must be a cash cost-share)

3. **Special Application Requirements** – None.

4. **Additional Notes**

- MWBE support – ESD’s agency-wide MWBE utilization goal is 30%. Each project will be assigned an individual contract-specific goal, which may be higher or lower than 30%

5. **Possible Project** – Form-based code; Build-Out Analysis; GEIS.

NYS Department of State (DOS)—Local Waterfront Revitalization Program (LWRP)

1. **Overview** – This grant provides funding for applicants along New York’s coasts and inland waterways for programs designed to revitalize communities and waterfronts through planning, design, and construction projects. Funding may be used for program planning, feasibility, design, or marketing of specific projects, and construction projects, to advance the preparation or implementation of strategies for community and waterfront revitalization through the following grant categories:
 - Preparing or implementing a LWRP
 - Updating an LWRP to mitigate future physical climate risks
 - Redeveloping hamlets, downtowns, and urban waterfronts

- Planning or constructing land and water-based trails
 - Preparing or implementing a lakewide or watershed revitalization plan
 - Implementing a community resilience strategy
 - Celebrating the bicentennial of the Erie Canal
2. **Amount:**
- \$19,500,000 Statewide (\$10,000,000 specific for deteriorated, neglected, low income and/or densely populated areas)
 - 50% cost share requirement
 - Reimbursement
3. **Special Application Requirements** – None.
4. **Additional Notes** – None.
5. **Possible Projects**
- *Implementing a LWRP:* Form-based code; Build-Out Analysis; GEIS.
 - *Implementing an LWRP:* Obtain funding to construct the bulkhead and associated waterfront improvement plans, currently in the design phase and funded through the 2014 CFA LWRP grant.
 - *Planning or Constructing Land and Water-based Trails:* Create trailway plan to link the downtown waterfront and bulkhead to Columbus and Edgewood Parks.

Office of Parks, Recreation & Historic Preservation (OPRHP)—Environmental Protection Fund Grants Program for Parks, Preservation and Heritage (EPF)

1. **Overview** – The program for Parks, Preservation and Heritage Grants offers funding for acquiring, planning, developing, and improving parks, historic properties, and heritage areas that are located within New York State. There are three categories:
- *Parks Program:* This grant provides funding for the acquisition, development and planning of parks and recreational facilities to preserve, rehabilitate, or restore lands, waters or structures for park, recreation, or conservation purposes. Eligible projects include: playgrounds, courts, rinks, community gardens, and facilities for swimming, boating, picnicking, hunting, fishing, camping, or other recreational activities.
 - *Historic Preservation Program:* This grant provides funding for acquisition, improvement, protection, preservation, rehabilitation, or restoration of properties listed on the State or National Register of Historic Places and for structural assessments and/or planning for such projects.
 - *Heritage Area Program:* This category is Not Applicable to the Village of Port Chester.
2. **Amount**
- \$20,000,000 Statewide (\$10,000,000 specific to inner city/underserved areas)
 - \$500,000 maximum award
 - 50% cost share requirement (75% in high-poverty districts)
 - Reimbursement

3. **Special Application Requirements – Many.**
4. **Additional Notes**
 - Must enhance the public’s access to parks and their environmental and recreational resources.
5. **Possible Project – Parks Program:** Create trailway plan to link the downtown waterfront and bulkhead to Columbus and Edgewood Parks.

Office of Community Renewal (OCR)—New York Main Street (NYMS)

1. **Overview** – This grant provides resources to invest in projects that provide economic development and housing opportunities in downtown mixed-use commercial districts. A primary goal of the program is to stimulate reinvestment and leverage additional funds to establish and sustain downtown and neighborhood revitalization efforts. Proposed activities must be based in no more than a three contiguous block area. There are four categories:
 - *Traditional NYMS Target Area Building Renovation Projects:* renovation of mixed-use or streetscape enhancements such as: planting trees, installing street furniture and trash cans, or other activities to enhance the target area.
 - *NYMS Downtown Anchor Project:* establish or expand cultural, residential or business anchors that are key to local downtown revitalization efforts through substantial interior and/or exterior building renovations. Projects must be standalone, single site, “shovel ready” renovation projects.
 - *NYMS Downtown Stabilization Program:* assist with environmental remediation and associated construction costs, as well as other innovative approaches to stabilizing and developing downtown, mixed-use buildings. Funds are available for projects including asbestos, soil vapor intrusion testing and mitigation, and building stabilization construction activities.
 - *NYMS Technical Assistance:* Grants are available to assist projects that will directly improve a community’s capacity or readiness to administer a future New York Main Street building renovation program. OCR has suggested that the Village pursue a NYMS-TA project as a lead-in to future NYMS projects.
2. **Amount**
 - \$5,000,000 Statewide
 - New York Main Street
 - Traditional NYMS Target Area Building Renovation Projects: Award range \$50,000-\$500,000
 - NYMS Downtown Anchor Project: Award range \$100,000-\$500,000
 - NYMS Downtown Stabilization Program: Award range \$50,000-\$500,000
 - NYMS Technical Assistance
 - \$20,000 maximum award amount
 - 5% cash match required
3. **Special Application Requirements – None.**
4. **Additional Notes – None.**

5. **Possible Project** – *NYMS-TA*: Develop design guidelines for downtown Port Chester to be integrated into a new form-based code. OCR has encouraged the Village to focus on the *NYMS-TA* program at this time.

The Grants Team would need additional direction from the BOT if it would like to pursue the following opportunity that is outside of the CFA program:

Office of Community Renewal (OCR)—Community Development Block Grant Program, Economic Development (CDBG ED)

1. **Overview** – The Economic Development Program provides grant funds to eligible communities for economic development projects that result in the creation or retention of permanent jobs, principally for persons from low- and moderate-income families. Eligible communities can apply for NYS CDBG funds to support a wide range of activities. The Economic Development Program consists:
 - *Economic Development*: Funding is provided to eligible communities for traditional economic development activities such as business attraction, expansion, and retention. Eligible uses of NYS CDBG Economic Development funds include, but are not limited to: acquisition of real property; financing of machinery, furniture, fixtures and equipment; building construction and renovation; working capital; inventory; and employee training expenses. Other eligible uses include construction or improvement of publicly owned infrastructure necessary to accommodate the creation, expansion or retention of a business which will result in the creation or retention of permanent, private sector job opportunities (at least 51% must be for LMI individuals at 80% of Westchester AMI). This is a rolling application and not due on July 29th.
 - *Small Business*: Funding provides resources to eligible communities in an effort to foster small business development while providing job opportunities for persons from LMI families (again, 51%). Eligible activities are the same as listed above. For the purpose of this program, a small business is defined as a commercial enterprise that is independently owned, operated, and controlled, and has twenty-five (25) or fewer full-time equivalent employees. This is a rolling application and not due on July 29th.
2. **Amount**
 - Economic Development
 - \$100,000-\$750,000 (up to 40% of project cost)
 - Small Business
 - \$25,000-\$100,000
3. **Special Application Requirements** – Involves two-step process: 1) Pre-Submission Form and 2) Formal Invitation to Apply.
4. **Additional Notes** – Projects must result in the creation or retention of at least one full-time equivalent (FTE) job for every \$15,000 of NYS CDBG funds awarded.
5. **Possible Projects**
 - *Economic Development*: Obtain funding to construct the bulkhead and associated waterfront improvement plans, currently in the design phase and funded through the 2014 CFA LWRP grant.
 - *Economic Development*: Continue to fund the on-going, Village-wide \$15 million sewer renovation project. The Village will continue to issue debt for the next several years in order to address the EPA's compliance order. Grant awards will reduce the amount of debt needed to complete this project.

The Grants Team does not suggest that the Village pursue the following CFA programs, because the Village is not eligible at this time, such programs are not applicable for the Village, due to the extent of the application, or based on priority:

1. **NYSDEC/EFC Wastewater Infrastructure Engineering Planning Grant**
2. **NYSDEC—Water Quality Improvement Project Program (WQIP)**
3. **Excelsior Jobs Program**
4. **New York State Business Incubator and Innovation Hot Spot Support Program**
5. **Canalway Grants Program**
6. **New York Power Authority—Recharge New York**
7. **NYS DOL—Workforce Development**
8. **Low Cost Financing—Federal Industrial Development Bond Cap**
9. **Environmental Facilities Corp.—Green Innovation Grant Program (GIGP 8)**
10. **NYSERDA—Flexible Technical (FlexTech) Assistance Program**
11. **NYSERDA—Commercial New Construction Program**
12. **NYSERDA—Commercial Implementation Assistance Program (CAIP)**
13. **NYSDEC—Climate Smart Communities Grant Program**
14. **NYS DOS, Division of Local Services—Local Government Efficiency (LGE) Program**
15. **NYS Council on the Arts—Arts and Culture Initiatives**
16. **Empire State Development—Market New York (ESD MNY)**
17. **Office of Community Renewal (OCR)—Community Development Block Grant Program (CDBG)**

RESOLUTION

AUTHORIZING THE SUBMISSION OF A NEW YORK STATE
CONSOLIDATED FUNDING APPLICATION BY THE VILLAGE OF PORT CHESTER

On motion of Trustee _____, seconded by Trustee _____,

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

WHEREAS, New York State is accepting applications for the 2016 Funding Round of the New York State Consolidated Funding Application (“CFA”) Program;

NOW, THEREFORE, be it

RESOLVED, by the Village of Port Chester Board of Trustees that the Village Manager be and he hereby is authorized to submit a Consolidated Funding Application for the 2016 Funding Round from New York State for programs including, but not limited to Direct Assistance to Businesses and Other Organizations, Community Development, Waterfront Revitalization, and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the Village of Port Chester; and be it further

RESOLVED, that the aforementioned grant agreement application is subject to the approval of the Village Attorney as to form and content.

Approved as to Form:

Village Attorney, Anthony Cerreto

RESOLUTION

APPROVAL AND ENDORSEMENT OF THE SUBMISSION OF A NEW YORK STATE
MAIN STREET-TECHNICAL ASSISTANCE APPLICATION TO NYS HOMES AND
COMMUNITY RENEWAL BY THE VILLAGE OF PORT CHESTER

On motion of Trustee _____, seconded by Trustee _____,

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

WHEREAS, the Village of Port Chester desires to apply for \$20,000 in financial assistance through the 2016 Consolidated Funding Application (“CFA”) under the New York Main Street Technical Assistance Grant Program; and

WHEREAS, the application proposes funding to develop new design guidelines for downtown Port Chester to be integrated into a new form-based zoning code; and

WHEREAS, the proposed funding will contribute to on-going community revitalization efforts; and

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester approves and endorses the 2016 New York Main Street Technical Assistance Grant Application for assistance prepared and to be submitted by the Village Manager.

Approved as to Form:

Village Attorney, Anthony Cerreto



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

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

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name:	Anthony Cerreto, Village Attorney
Sponsor's Name:	Eric Zamft, Director of Planning & Economic Development

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

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

Considering a Local Law Amending the Village Zoning Regulations, Chapter 345, with regard to Alcohol and Micro-Alcohol Establishments

Summary

Background

The Village has received a number of inquiries on the possibility of opening up non-bar, alcohol-related establishments within the Village. In the Spring 2016, the Department of Planning & Economic Development researched the current trends in providing appropriate zoning for microbreweries and micro-alcohol establishments. That research was summarized in a May 2, 2016 Memorandum, discussed at the May 2, 2016 Board of Trustees meeting, with the Board directing staff to draft the appropriate zoning. An update was given at the July 5, 2016 Board of Trustees, noting that the Department of

Planning & Economic Development was working with the Village Attorney's Office on the draft zoning language. An update on the upcoming steps in the process and general timetable was also given, which is dictated, primarily, by the New York State Environmental Review Act ("SEQRA") process.

Overview of Proposed Zoning Amendments

As discussed generally at the July 5, 2016 Board meeting, the proposed local law would permit microbreweries and micro-alcohol establishments via the following changes:

- Add new definitions for BREWERY, BREWPUB, DISTILLERY, MICROBREWERY, MICRODISTILLERY, MICROWINERY, NANOBREWERY, TASTING ROOM, and WINERY
- Permit Brewery, Distillery, and Winery in M1 and M2 Districts
- Permit Brewpub in C1, C2, C3, C4, C5, C5T, CD, CDS Districts and as a special exception use in the DW and DW2 Districts (same as TABLE SERVICE RESTAURANT)
- Permit Microbrewery, Microdistillery, Microwinery, and Nanobrewery (including Tasting Rooms) in the C2, C5, and C5T Districts and as a special exception use in the DW and DW2 Districts.
- Include specific criteria for such uses related to odors, water usage, and effluent.

The proposed text changes are provided in the attached proposed local law.

SEQRA Process

The proposed zoning amendments (the "Proposed Action" in SEQRA terms) is an Unlisted Action. The Board of Trustees may choose to be the Lead Agency for the review of the Proposed Action under SEQRA and would, therefore, have to declare its intent to be Lead Agency and declare it an Unlisted Action. In response to general concerns nationwide regarding specific impacts related to alcohol and micro-alcohol uses, as well as comments specifically by Trustees Adams and Ceccarelli at the July 5, 2016 meeting, the Department of Planning & Economic Development has provided a Full Environmental Assessment Form ("FEAF") to identify any impacts, per SEQRA. The Department has supplemented the standard responses with additional research and narrative specific to water/effluent impacts. At this time, the Board could refer the matter to the Planning Commission and Westchester County for their review and recommendation.

Next Steps

The Board must wait the requisite 30-day period prior to declaring itself Lead Agency under SEQRA. After the 30-day period, if no other involved or interested agencies object, the Board should declare itself Lead Agency. The Board would then be able to set a public hearing.

Recommendation

The Board may choose to accept consideration of the proposed zoning changes by resolution provided.

Proposed Action
<ul style="list-style-type: none">• Board Consider Local Law• Board Declare its Intent to be Lead Agency under SEQRA• Board Determine the Proposed Action to be an Unlisted Action• Refer Proposed Local Law to Westchester County and Port Chester Planning Commission

Attachments
<ul style="list-style-type: none">• Proposed Draft Local Law• EAF Part 1 and Attachments

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER,
CHAPTER 345, “ZONING,” ESTABLISHING DEFINITIONS AND ADDITIONAL
REGULATIONS FOR BREWERIES, DISTILLERIES, WINERIES, AND MICRO-ALCOHOL
ESTABLISHMENTS AND AMENDING THE EXISTING USE REGULATIONS TO
PROVIDE FOR SUCH USES

SECTION 1: Purpose and Intent.

The Village Board of Trustees has observed an increased interest in opening alcohol-related establishments within the Village, especially micro-alcohol establishments. New York State’s Craft New York Act, signed in 2014, reduces alcohol producers’ requirements and restrictions in an effort to develop the craft beverage industry within the State. With this funding source and with an increased demand for craft beer, alcohol, and wine, micro-alcohol establishments can serve as catalysts to downtown revitalization, as well as retail and tourism activities. In response to this growing demand for micro-alcohol production businesses, the Board desires to amend Village Code to permit such uses in the downtown, as well larger-scale breweries, distilleries, and wineries in the Village’s industrial districts. This local law will create use classifications for breweries, distilleries, wineries, and micro-alcohol establishments, amend use regulations to permit these uses in existing zoning districts, and create special regulations for these uses. The Board finds and determines that this local law is consistent with the Village’s Comprehensive Plan, which seeks to strengthen and expand economic opportunity by attracting new businesses.

SECTION 2: The Code of the Village of Port Chester, Chapter 345, “Zoning,” Article II “Definitions,” is hereby amended by the addition of new terms with accompanying amendment to the Schedule of Regulations for Nonresidence Districts (Attachment 3A) to read as annexed hereto and to be made a part hereof.

ALTERATION – As applied to a building or structure, a change or rearrangement in the structural parts or in the exit facilities; or an enlargement, whether by extending on a side or by increasing in height; or moving from one location or position to another. The term “alter,” in its various modes and tenses and its participial form, refers to the making of an alteration.

...

BREWERY – An establishment which is primarily used for the manufacture of beer with annual production that exceeds 15,000 barrels per year. May sell beer for on-site consumption or for off-site distribution in accordance with New York State Liquor Authority regulations. May contain one or more accessory tasting rooms.

...

BREW PUB – A business use or establishment which is primarily engaged in the sale and service of food for on-premises consumption and that also brews beer for on-site consumption in accordance with New York State Liquor Authority regulations.

...

DISTILLERY – An establishment which is primarily used for the manufacture of alcoholic spirits with annual production that exceeds 10,000 gallons per year. May sell spirits for on-site consumption or for off-site distribution in accordance with New York State Liquor Authority regulations. May contain one or more accessory tasting rooms.

...

MICROBREWERY – An establishment which is primarily used for the manufacture of craft beer with annual production limited to 15,000 barrels per year. May sell beer for on-site consumption or for off-site distribution in accordance with New York State Liquor Authority regulations.

...

MICRODISTILLERY – An establishment which is primarily used for the manufacture of craft alcoholic spirits with annual production limited to 10,000 gallons per year. May sell spirits for on-site consumption or for off-site distribution in accordance with New York State Liquor Authority regulations.

...

MICROWINERY – An establishment which is primarily used for the manufacture of craft vinous beverages with annual production limited to 2,000 cases per year. May sell wine for on-site consumption or for off-site distribution in accordance with New York State Liquor Authority regulations.

...

NANOBREWERY – An establishment which is primarily used for the manufacture of craft beer with annual production limited to 5,000 barrels per year. May sell beer for on-site consumption or for off-site distribution in accordance with New York State Liquor Authority regulations.

...

TASTING ROOM – An establishment or portion of a manufacturing establishment that allows customers to taste samples of beer, alcoholic spirits, or vinous beverages. A tasting room may

include the sale of such products in addition to related items, marketing events, special events, entertainment, and/or food sales.

...

WINERY – An establishment which is primarily used for the manufacture of vinous beverages with annual production that exceeds 2,000 cases per year. May sell wine for on-site consumption or for off-site distribution in accordance with New York Liquor Authority regulations. May contain one or more accessory tasting rooms.

...

SECTION 3: The Code of the Village of Port Chester, Chapter 345, “Zoning” Section 345-14, is hereby amended as follows:

C. Schedule of off-street parking space requirements

...

(2) For nonresidential land uses:

Uses	Number of Spaces Required
Restaurant, club, <u>brewpub</u>	1 per 4 permanent seats or 100 square feet of floor area devoted to patron use, whichever is the greater requirement

SECTION 4: The Code of the Village of Port Chester, Chapter 345, “Zoning,” Section 345-38, is hereby amended as follows:

C. Brewery, distillery, or winery

(1) Compliance with SEQRA.

(a) Any application for a brewery, distillery, or winery shall include a Full Environmental Assessment Form (“FEAF”), Part 1. In addition to the minimum requirements in the FEAF, the application shall include discussion within the form itself or in an attached supplement impacts specifically on the following resources:

(i) Water usage

(ii) Sanitary sewers, including effluent discharge

(iii) Air and odors

(iv) Noise and vibration

(2) A tasting room is permitted on premises as an accessory use and may not exceed 15% of the total floor area.

(3) Access and loading bays are discouraged from facing toward any street.

- (4) Access and loading bays facing any street or adjacent residential use shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building.
- (5) Service trucks for purpose of loading and unloading materials and equipment shall be restricted to between the hours of 8:00 AM and 8:00 PM, Monday through Saturday, and between 11:00 AM and 7:00 PM on Sundays and national holidays.
- (6) Due to appearance and public health concerns, outdoor storage is prohibited, unless expressly allowed as part of an approved site plan.
- (7) By-products or waste from the production of the malt, vinous or distilled liquor shall be discharged properly. The following shall be prohibited from being discharged directly into the public sanitary sewer system:
 - (i) Any liquid or vapor having a temperature higher than 150° F (65° C).
 - (ii) Beer, distillery, or winery slops capable of causing obstruction to the flow of the sewers or other interference with the proper operation of the sewage works.
 - (iii) Any waters or wastes, acid and alkaline in reaction, having corrosive properties capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
- (8) Any brewery, distillery, winery, and/or associated tasting room shall obtain the appropriate manufacturing, wholesale, retail, marketing and/or other permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy.
- (9) Any brewery, distillery, or winery with an associated tasting room shall ensure, to the extent possible, that patrons or visitors shall abide by Chapter 128 of the Village Code and that the public peace and safety shall be maintained.

D. Brewpub, microbrewery, microdistillery, microwinery, or nanobrewery

- (1) Compliance with SEQRA.
 - (a) Any application for a brewpub, microbrewery, microdistillery, microwinery, or nanobrewery shall include a Short Environmental Assessment Form (“SEAF”), Part 1. In addition to the minimum requirements in the SEAF, the application shall include discussion within the form itself or in an attached supplement impacts specifically on the following resources:
 - (i) Water usage
 - (ii) Sanitary sewers, including effluent discharge
 - (iii) Air and odors
 - (iv) Noise and vibration
- (2) No more than 70% of the total gross floor space of the establishment shall be used for the brewery, distilling, or winemaking function.
- (3) The manufacturing and bottling process shall not produce adverse odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a significant disturbance off-site.
- (4) Due to appearance and public health concerns, outdoor storage is prohibited, unless expressly allowed as part of an approved site plan.
- (5) Any brewpub, microbrewery, microdistillery, microwinery, or nanobrewery shall obtain the appropriate manufacturing, wholesale, retail, marketing and/or other permits or

licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy.

- (6) Any brewpub, microbrewery, microdistillery, microwinery, or nanobrewery shall ensure, to the extent possible, that patrons or visitors shall abide by Chapter 128 of the Village Code and that the public peace and safety shall be maintained.

SECTION 5: The Code of the Village of Port Chester, Chapter 345, "Zoning," Attachment 3A, "Schedule of Regulations for Nonresidence Districts, Part 1, Use Regulations, is hereby amended as follows per the annexed:

Bowling Alley	X	SE	SE	SE	SE	SE	P	P	X	X	X	X	X	P
Cabaret	X	P	X	X	P	P	X	X	X	X	X	X	X	P
Catering and Events Establishment	X	P	X	X	P	P	X	X	X	X	X	P	P	P
Commercial Indoor Athletic Training Facility	X	SE	X	X	SE	SE	X	X	X	X	X	X	P	P
Drive-in establishments other than restaurant, or circus, carnival, or other outdoor amusements	X	X	SE	SE	X	X	SE	SE	X	X	X	X	X	X
Drive-in and fast-food restaurant	X	X	X	SE	X	X	X	X	X	X	X	X	X	X
Food processing shop	X	X	X	SE	X	X	X	X	X	X	X	X	X	X
Funeral Home	SE	SE	SE	SE	SE	SE	X	X	X	X	X	X	X	SE
Gasoline Station	X	X	X	SE	X	X	X	X	X	X	X	SE	SE	X
Health Club, including racquetball facilities and indoor swimming pools	X	P	P	P	P	P	P	P	X	X	X	X	X	P
Heating, air conditioning, plumbing, electrical, and similar construction businesses, excluding open storage of materials	X	X	X	P	X	X	X	X	X	SE	X	P	P	X
Hotel or Motel	X	P	P	X	P	P	P	X	X	SE	SE	X	X	P
Hotel, Motel (floors above first floor)	X	P	P	X	P	P	P	X	X	SE	SE	X	X	P
Hotel, limited service	X	P	SE	X	P	P	SE	X	X	SE	SE	X	X	P
Marina or yacht club	X	X	X	X	X	X	X	X	X	SE	SE	X	X	X
Theater	X	P	P	X	P	P	X	X	X	SE	SE	P	P	P
Motor Vehicle Sales lot, motor vehicle salesroom and accessory repair shop	X	X	X	SE	X	X	X	X	X	X	X	X	X	X
Office, Office Building	P	SE	P	P	SE	SE	P	P	P	SE	SE	P	P	P
Office, Office Building (floors above first floor)	P	P	P	P	P	P	P	P	P	SE	SE	P	P	P
Off-street parking lot or garage for motor vehicles, but not including storage of used or new motor vehicles for sale or hire; minimum requirements shall be in accordance with § 345-14.	X	P	P	P	P	P	X	X	X	SE	SE	X	X	P
Pawnshops	X	X	X	X	X	X	X	X	X	X	X	SE	SE	X
Radio or television station studio, excluding transmission tower	X	SE	P	P	SE	SE	X	X	X	SE	SE	P	P	SE
Radio or television station studio excluding transmission tower (floors above first floor)	X	P	P	P	P	P	X	X	X	SE	SE	P	P	SE
Shooting ranges with accessory sales of guns and equipment	X	X	X	X	X	X	X	X	X	X	X	X	P	X
Table-service restaurant[,] or brewpub, no drive-in, open front, fast food, or curb-service types	P	P	P	P	P	P	P	P	X	SE	SE	X	X	P
<u>Microbrewery, microdistillery, microwinery or nanobrewery</u>	<u>X</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>SE</u>	<u>SE</u>	<u>X</u>	<u>X</u>	<u>X</u>
Tax Preparation Office	X	P	X	X	P	P	X	X	X	SE	SE	X	X	P

Retail store or personal service shop, services clearly incidental to retail sales on the premises or to personal services	P	P	P	X	P	P	P	SE	X	SE	SE	X	X	P
Veterinary hospital or board and care of small animals	X	SE	X	SE	SE	SE	X	X	X	SE	SE	X	X	SE
Wholesale business, storage building or warehouse	P	X	X	P	X	X	X	X	X	SE	SE	P	P	X
Industrial uses														
<u>Brewery, distillery, or winery</u>	X	X	X	X	X	X	X	X	X	X	X	P	P	X
Cold storage plant, ice plant, bottling central distribution station, light or power plant, or garbage or sewage disposal facility	X	X	X	X	X	X	X	X	X	X	X	X	P	X
Creamery, ice cream plant or bakery plant	X	X	X	P	X	X	X	X	X	SE	SE	P	P	X
Laundry or dry-cleaning plant	X	X	X	X	X	X	X	X	X	SE	SE	P	P	X
Nonnuisance industry, provided that in nonindustrial districts equipment is used that has a rating of no more than 5 horsepower	X	X	X	P	X	X	X	X	X	SE	SE	P	P	X
Open storage of equipment or materials	X	X	X	X	X	X	X	X	X	X	X	X	SE	X
Printing plant	X	X	P	P	X	X	X	X	X	SE	SE	P	P	X
Research laboratory, provided that is shall not be obnoxious by reason of dissemination of smoke, dust, fumes, noise or vibration, or hazardous from fire waste materials or the creation of excessive demands upon municipal services	X	X	SE	SE	X	X	X	X	X	SE	SE	P	P	X
Accessory Uses														
CD Accessory garden center	X	X	X	X	X	X	P	X	X	X	X	X	X	X
Customary accessory structure or use, including cultural, recreational, or athletic facility, meeting room or similar accessory structure or use related to a school, church, or other place of worship	P	P	P	P	P	P	P	P	P	SE	SE	P	P	SE
Ethical Pharmacy	X	SE	X	X	SE	SE	P	X	P	X	X	X	X	SE
Ground-floor office as accessory use to multifamily development	X	SE	X	X	SE	SE	X	X	X	SE	SE	X	X	P
Private garage or private off-street parking area, in accordance with § 345-14	P	P	P	P	P	P	P	SE	P	SE	SE	P	P	P
Sign, in accordance with § 345-15	P	P	P	P	P	P	P	P	P	SE	SE	P	P	P
Tasting room as accessory use to brewery, distillery, or winery	X	X	X	X	X	X	X	X	X	X	X	P	P	X

Notes:

P = permitted use

SE = special exception use

X = prohibited use

SECTION 6: 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 hereof shall continue in full force and effect.

SECTION 7: Effective Date.

This local law shall take effect immediately as provided by law upon due publication and filing with the Secretary of State.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.




A. Project and Sponsor Information.

Name of Action or Project: Zoning Code Amendment to Define and Permit Breweries, Distilleries, Wineries, and Micro-Alcohol Establishments		
Project Location (describe, and attach a general location map): Downtown and Industrial Districts (See attached map)		
Brief Description of Proposed Action (include purpose or need): The Action will create use classifications for breweries, distilleries, wineries, and micro-alcohol establishments. The Action will also create use regulations to permit these uses in existing zoning districts and create special regulations for these uses. This Zoning amendment is a response to increased interest in Port Chester as a location to establish small-scale alcohol production facilities, and it is also a response to New York State's Craft New York Act which aims to encourage development of the craft beverage industry within New York State.		
Name of Applicant/Sponsor: Village of Port Chester	Telephone: (914) 939-2200	E-Mail: mveltri@portchesterny.com
Address: 222 Grace Church Street		
City/PO: Port Chester	State: NY	Zip Code: 10573
Project Contact (if not same as sponsor; give name and title/role): Eric Zamft, Director of Planning & Economic Development	Telephone: (914) 937-6780	E-Mail: ezamft@portchesterny.com
Address: 222 Grace Church Street		
City/PO: Port Chester	State: NY	Zip Code: 10573
Property Owner (if not same as sponsor): N/A	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:



Rye Brook

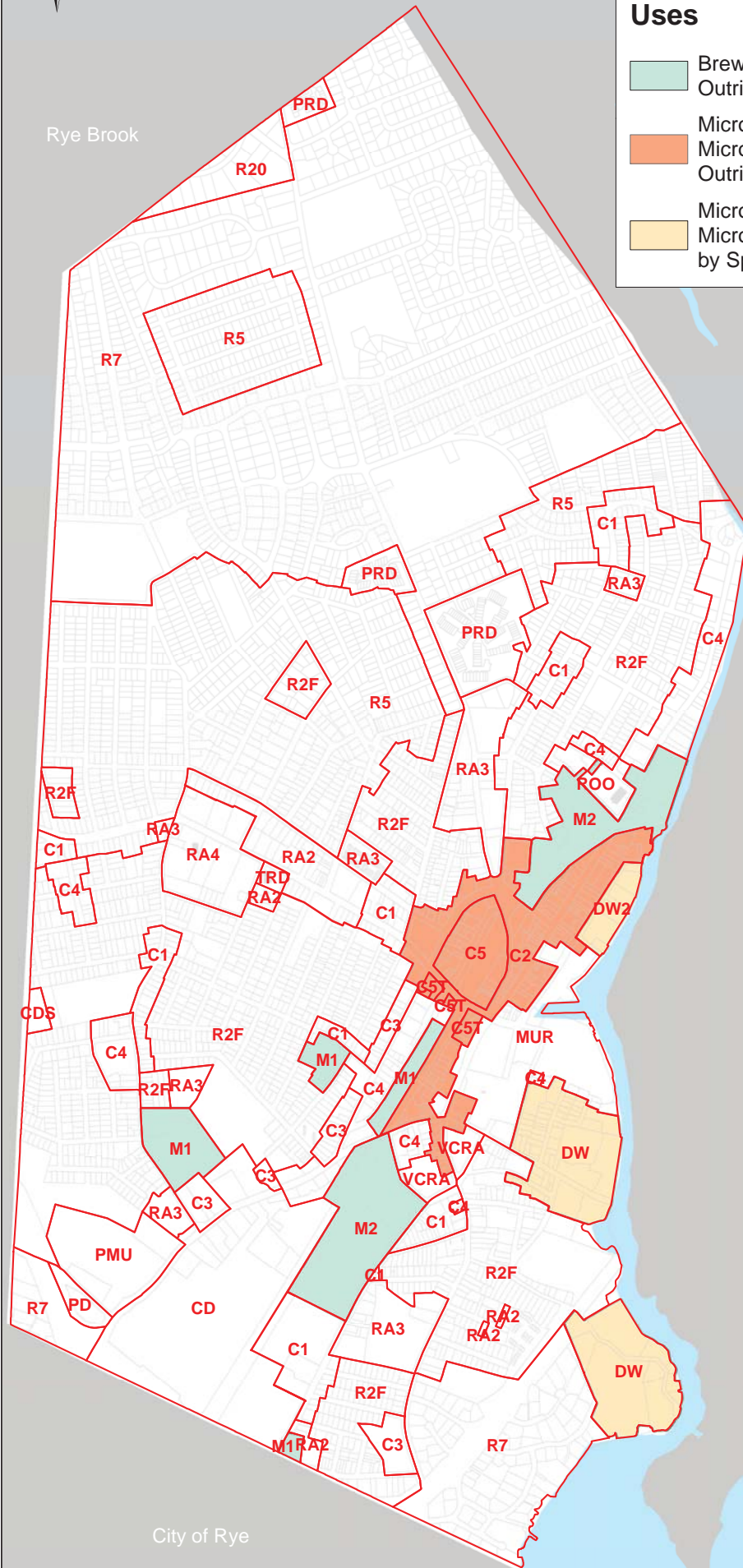
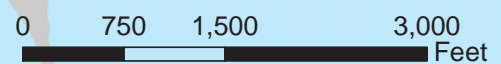
Zones Permitting Proposed Uses

-  Brewery, Distillery, Winery: Permitted Outright
-  Microbrewery, Microdistillery, Microwinery, Nanobrewery: Permitted Outright
-  Microbrewery, Microdistillery, Microwinery, Nanobrewery: Permitted by Special Exception

Connecticut

Long Island Sound

City of Rye



B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Village Board of Trustees zoning amendment approval	Projected 7/18/2016
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/>Yes <input checked="" type="checkbox"/>No</p>		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

Local Waterfront Revitalization Plan, Federal Channel _____

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Proposed zoning change will impact C1, C2, C3, C4, C5, C5T, CD, and CDS Commercial Districts, DW and DW2 Waterfront Districts, M1 and M2 Industrial Districts, and the PMU Mixed Use District.

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Port Chester-Rye Union Free School District

b. What police or other public protection forces serve the project site?
Port Chester Police Department

c. Which fire protection and emergency medical services serve the project site?
Port Chester Fire Department, Port Chester-Rye-Rye Brook EMS

d. What parks serve the project site?
Abendroth Park, Columbus Park, Edgewood Park, Lyon Park, Recreation Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? **See Appendix** Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? **See Appendix** Yes No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? **See Appendix** Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? **See Appendix** Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? **See Appendix** Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

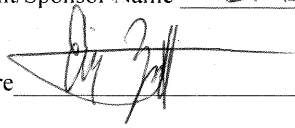
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Eric Zumft Date July 13, 2016

Signature  Title Director of Planning & Economic Development

**Appendix A: Addressing the Highlighted Portions of
the Attached EAF**

Addressing the Highlighted Portions of the Attached EAF

Although the proposed action is an amendment to the local zoning code and therefore does not require completion of sections D and E of the Full Environmental Assessment Form, the resulting outcome of this proposal may result in increases to water demand, liquid waste, stormwater runoff, noise and odors. This Appendix to the Full EAF does not seek to replace the environmental analysis that will be necessary for proposed alcohol production establishments that stems from the implementation of the proposed zoning code change, but, rather, provides additional information for consideration regarding the potential for impacts based on this proposed action.

Attached are several excerpts from the Brewers Association, a resource for craft brewers. These excerpts come from best practices manuals provided for craft beverage producers and provide guidelines for increasing water efficiency and reducing solid waste production and energy consumption. As indicated in these guidelines, the craft beverage industry is interested in implementing sustainable practices, a trend that Port Chester would encourage for incoming alcohol and micro-alcohol-related establishments.

Appendix B: Water Efficiency Best Practices

checklist

Water Efficiency Opportunity (USEPA)

WATER EFFICIENCY OPPORTUNITY CHECKLIST

Facility/Building:

Date Prepared

Prepared by:

Reviewed by:

WATER EFFICIENCY PRACTICE

YES

NO

1. ORGANIZATIONAL WATER EFFICIENCY PRACTICES

- a. Have you set water use reduction goals and targets for your facility
- b. Are water meters installed on high water using processes, and are they working properly?
- c. Do you have easy ways for employees to suggest ideas for water efficiency improvements (e.g., suggestion boxes)?

2. COOLING AND HEATING

- a. Has once-through cooling water been eliminated with the use of chillers, cooling towers, or air-cooled equipment?
- b. Has blow-down/bleed-off control on cooling towers and boilers been optimised?
- c. Is condensate being reused?
- d. Is treated wastewater (or other sources of water for cooling tower make-up) reused where possible?
- e. Are cycles of concentration for cooling towers maximized through efficient water treatment?

WATER EFFICIENCY PRACTICE	YES	NO
f. Is a conductivity controller installed on each cooling tower?		
g. Have cooling towers been equipped with overflow alarms?		
h. Are high-efficiency drift eliminators in use?		
3. RESTROOMS AND KITCHENS		
a. Are water-efficient fixtures installed (e.g. WaterSense labeled faucets, toilets, urinals, and showerheads)? Are there signs on dual-flush toilets showing people how to use them?		
b. Have you installed metered or sprint-loaded faucets, or faucets with sensors?		
c. Have you adjusted plumbing to use the minimum amount of water that is functional?		
4. PROCESS USE		
a. Have you installed timers to automatically shut off water flow when water is not required, such as at the end of a production cycle?		
b. Are solenoids and automatic shut-off valves checked regularly to ensure that they are working properly?		
c. Is equipment set to the minimum flow rates recommended by the manufacturer?		
d. Have pressure-reducing devices been installed on equipment that does not require high pressure?		
e. Can process equipment reuse water (closed loop) or use reclaimed water from other parts of the facility?		
f. Have you replaced water-based transportation with either waterless techniques or recycled water?		
g. Are signs posted near equipment encouraging employee awareness of water use, and discouraging tampering with equipment flow rate?		
5. CLEANING AND SANITATION		
a. Are all hoses equipped with an automatic shut-off nozzle?		
b. Has process cleaning or facility cleaning been replaced with waterless techniques (i.e., using pressurized air to clean products or containers, sweeping debris off the floor) where possible?		
c. Are improved rinsing techniques used (counter-current systems, sequential use from high to lower quality needs, conductivity flow controls, improved spray nozzles/pressure rinsing, fog rinsing, etc.)?		
d. Is spent rinse-water being reclaimed and reused for lower-grade processes or for other facility applications?		
e. Have steps been taken to reduce the water used by steam sterilizers, such as jacket and chamber condensate cooling modification?		
f. Are you using detergents that can easily be removed with little water?		

6. LANDSCAPING AND IRRIGATION

a. Are low-flow sprinklers, trickle/drip irrigation, and optimized watering schedules in use?

b. Are preventive maintenance techniques in place?

WATER EFFICIENCY PRACTICE

YES

NO

c. Has your facility designed its landscape to consider the local climate and grouped plants by similar watering needs?

d. Is grass planted only in places where it will provide optimal functional and aesthetic benefits?

e. Are systems in place to capture and reuse rain water and storm water for landscaping, or for other uses (e.g., cooling tower make-up, process water, or dust suppression)?

7. LEAKS

a. Are you conducting regular leak inspections?

b. Are leaky faucets, faulty fittings, and broken pipes and hoses identified and repaired promptly?

c. Are employees (including custodial crews) educated and empowered to identify leaks and point them out for repair?

d. Is there a user-friendly method to report leaks?

Appendix C: Solid Waste Reduction Best Practices

section three

Reduce, Reuse, Recycle Best Practices

Craft brewers are often featured in the media for the innovative ways they have reduced waste through material reuse and recycling. In fact, many craft breweries have built efficiency and waste reduction into their core business culture through tactics such as working with local farmers to reuse spent grain, communicating with customers about sustainable waste management practices, and sourcing repurposed materials for building construction/interior decorating. Even top line revenue can be supported by waste reduction practices by marketing recycled products to customers. The craft brewers segment offers many opportunities to minimize waste generation, regardless of the size of the brewery or maturity of the brewery's waste management program.

Section 3 presents best practices in solid waste management. Sub-sections are organized by brewery processes and designed to follow the preferred hierarchy of sustainable waste management:

- Reduce the amount of materials used and waste generated
- Reuse materials in its original form where possible
- Recycle materials that have no further purpose at the brewery

Reduce, Reuse, Recycle



This section also discusses the importance of building a waste reduction culture at breweries. By keeping employees informed, enthusiastic and engaged, a brewery can ensure

the waste reduction program is a success. In addition, sharing practices and enthusiasm with customers demonstrates a brewery's dedication to the sustainability and the local community.

Best Practices



Many of the following efficiency improvements are independent of brewery size and there is little to distinguish between small, local craft brewers with the larger regional breweries.

3.1 | Brewing

For the purposes of this manual, brewing is defined as the physical and chemical processes of producing beer. These processes are: mashing, lautering, boiling, fermenting, conditioning, and filtering.

Best Practices - Spent Grains

Spent grains are byproducts of the malting and lautering processes and the largest source of waste for most brewery operations. Although spent grains cannot be repurposed in the brewing process, they are still rich in protein, fiber and other nutrients and are a valuable resource that can be reused in many areas. Fortunately for brewers, there are

many businesses and groups who are also willing to pay for and remove this 'waste' from the brewery.

Animal feed is one of the most popular ways breweries reuse spent grains. Breweries donate or sell spent grains to local farmers and livestock owners, which results in less waste to landfill, less virgin grain that needs to be grown or delivered to farmers, and more support for local agricultural business.

Spent Grain Pickup For Reuse¹



The recent increase of ethanol plants in the United States has saturated the market with spent grain "suppliers". In addition, the consolidation of cattle to select geographic regions has eliminated many reuse opportunities for brewers. The cost and potential spoilage associated with transporting spent grains long distances is a limiting factor for many brewers. Regardless, small businesses and the local agricultural movement have continued to provide new uses and markets for spent grain.

Bakers can use spent grain as a main ingredient. Breads, cookies, and even dog biscuits can prove to be popular among the brewery's existing customers as well as introduce the brewery to new customers. In addition to creating a new revenue opportunity for breweries, a component of the waste stream is recycled within the premises.

Composting is another option for reusing spent grain. An onsite compost system can be used for spent grain, food wastes, paper wastes and other organics. Local farmers may also be interested in using spent grain in their own farms. Section 4.0 has more information on composting as a treatment option.

Appendix D: Electricity Use Reduction Best Practices

Checklist – Future Design Tips

Designing energy efficiency into the original design will allow for lower operating costs in the future. All members of the design team, operators, engineers, equipment suppliers and installers should be involved in the process. Life cycle cost evaluations can be performed to determine if additional capital is justified when considering energy efficiency upgrades.

The following suggestions (by no means a complete list) can be considered when building or expanding a brewery. The suggestions may not be applicable to all brewers, but may stimulate further discussion with the design team.

Services Utilities

- ✓ Determine utility requirements and any limitations associated with servicing the expected brewery capacity requirements
- ✓ Consult with the local electric, water, gas and wastewater suppliers to determine if they can supply long term capacity needs and what the future infrastructure impacts/cost will be to provide these services
- ✓ Perform calculations to determine if utility services should be installed for the planned capacity increase or if provisions can be made for upsizing the services for the future. The upsizing decision will be based on financial conditions, as well as brewery growth rate projections.

Refrigeration

- ✓ Where possible, a centralized refrigeration system should be considered
- ✓ The highest, economically feasible, Coefficient of Performance units should be included in the design
- ✓ Variable speed drives for chillers, compressors, fans, and pumps should be incorporated where possible
- ✓ Automatic control systems should be included for refrigeration unit operation
- ✓ Review refrigeration equipment to ensure it is not oversized

Compressed Air

- ✓ Design system for lowest possible header pressure set point

- ✓ Work with vendors to provide lowest possible air pressure requirements for equipment operation (Life cycle cost analysis may be needed to justify additional capital expense)
- ✓ Install variable speed drives on at least one air compressor
- ✓ Minimize or eliminate ninety degree angles in compressed air piping systems
- ✓ Design compressed air header piping in ring configuration where possible
- ✓ Exhaust hot air from air compressor room to the outside or, if located in a cool weather zone, the air may be ducted into the interior building during the cold weather season using dampers
- ✓ Bring outside cool air to the suction side of the air compressor
- ✓ Install air flow metering on major headers within the system to help determine where air leaks may exist
- ✓ Avoid using carbon steel pipe and galvanized pipe in compressed air systems. Consider aluminum and copper piping where possible
- ✓ Avoid using air knives on packaging lines. If pressure is not required, consider using low pressure motor-blowers to provide air for drying bottles or cans
- ✓ Avoid using air for cleaning; consider dry cleaning methods other than compressed air
- ✓ Avoid using air-driven motors where code classifications allow electric drives.

Steam / Hot Water Generation:

- ✓ Size boiler(s) to match load requirements. If spare boiler is required, investigate installing rapid start boiler rather than running the spare during normal operation
- ✓ When appropriate, use alternatives in place of steam boilers to produce hot water. Hot water boilers, direct fired heaters, etc. may be a better option than using steam
- ✓ In some cases, splitting the steam and hot water generation systems result in lower capital cost
- ✓ When purchasing a boiler, investigate heat recovery options such as flue gas economizers and blow down heat recovery. The most cost-efficient time to install these items would be as part of the original purchase package
- ✓ Include O₂ trim control with variable speed drive combustion fan when installing new boilers
- ✓ Automate boiler control
- ✓ Maximize steam condensate return
- ✓ Insulate all steam piping and control valves located on boiler and on the steam system

- ✓ Install boiler feed water flow meters, make up water flow meters and condensate return meters.

Pumping Systems:

- ✓ Size equipment to match load. Make necessary provisions to add on equipment and, if possible, avoid installing future equipment until required
- ✓ Avoid ninety degree angles and include more offset angles. This will minimize friction losses in the piping system
- ✓ Replace control valves with variable speed drives where possible. If the load varies on a regular basis, a variable speed drive (VSD) is a viable option. Motors controlled by variable speed drives should be rated for inverter duty
- ✓ Install high efficiency pumps and premium efficiency motors to power the pumps.

Heat recovery:

- ✓ Assess all waste heat sources to determine if heat exchangers can be installed to capture waste heat and be used for preheating water somewhere else in the process
- ✓ Review mash cookers, brew kettles, wort coolers, boiler flue stacks, etc. to determine if waste heat can be reused in other applications
- ✓ If possible, install waste heater suppliers and heat users in close proximity to avoid long piping runs

Lighting:

- ✓ Consider installing high efficiency lighting such as Fluorescent T5 or T8 lighting with electronic ballast in lieu of T12 or HID lighting
- ✓ Include motion / occupancy sensors where possible, as well as photo sensors on outdoor lighting
- ✓ If possible, install sky lights to avoid lighting during daylight hours
- ✓ Install a building management system to control lighting and HVAC during times when the operation is shut down
- ✓ Avoid over lighting; only install the amount of foot candles necessary for the application. For example, a warehouse may only require 20 foot candles whereas a production line may require 60 or more foot candles.

General Considerations:

- ✓ Work with vendors to ensure that all energy and water efficiency options have been discussed and installed where economically viable
- ✓ Calculate the life cycle cost adding capital to equipment and installation materials to determine if these items are cost justified. When calculating the return on investment, include only the premium capital cost in the cost justification
- ✓ Match all equipment and piping systems to the load. Make provisions for future expansion rather than installing equipment and piping systems to meet future needs at the time of initial installation
- ✓ Insulate all hot water piping, valves and flanges above 120 F. Blankets can be used on valves and flanges to allow for future maintenance
- ✓ Automate the process as much as possible
- ✓ Include energy and water metering into the original design. Electronic metering will allow for continuous energy management, which will result in lower operating costs
- ✓ Utilize exhaust heat from the process, warmers, compressors, etc. to lower building temperature and use less energy for HVAC, exhaust fans and air movers.

RESOLUTION

CONSIDERING AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER, CHAPTER 345, "ZONING", TO DEFINE AND INCLUDE BREW PUB, BREWERY, DISTILLERY, MICROBREWERY, MICRODISTILLERY, MICROWINERY, NANOBREWERY, TASTING ROOM, AND WINERY AS PERMITTED AND SPECIALLY PERMITTED USES WITHIN SPECIFIC ZONING DISTRICTS, DETERMINING THE CLASSIFICATION OF THE PROPOSED ACTION AS AN UNLISTED ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA), DECLARING THE VILLAGE OF PORT CHESTER BOARD OF TRUSTEES' INTENT TO ACT AS LEAD AGENCY FOR THE PROPOSED ACTION UNDER SEQRA, AND REFERRING THE MATTER TO THE WESTCHESTER COUNTY PLANNING BOARD AND PORT CHESTER 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:

WHEREAS, the Village of Port Chester is committed to the economic revitalization of Port Chester that is sustainable both environmentally and socioeconomically; and

WHEREAS, based upon national trends and local interest, on May 2, 2016 the Board directed staff to draft zoning text amendments to permit alcohol and micro-alcohol establishments within certain portions of the Village; and

WHEREAS, a local law has been prepared that would amend Chapter 345 "Zoning" of the Village Code to permit such uses, which are currently excluded from locating anywhere in the Village; and

WHEREAS, the draft local law would also:

-add definitions for Brew Pub, Brewery, Distillery, Microbrewery, Microdistillery, Microwinery, Nanobrewery, Tasting Room, and Winery,

-permit Brewery, Distillery, and Winery in the M1 and M2 Districts; permit Brewpub in the C1, C2, C3, C4, C5, C5T, CD, CDS Districts and as a special exception use in the DW and DW2 Districts; and permit Microbrewery, Microdistillery, Microwinery, and Nanobrewery (including Tasting Rooms) in the C2, C5, and C5T Districts and as a special exception use in the DW and DW2 Districts;

-provide specific criteria for such uses that must be satisfied related to odors, water usage, and effluent; and

WHEREAS, such proposed amendment is consistent with the Village's 2012 Comprehensive Plan, notably Economic Development 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 and Economic Development Recommendation #3: Increase Port Chester's retail capture rate by improving the profitability of commercial businesses and recruiting new establishments based on market demand; and

WHEREAS, the Board's action to consider such a zoning amendment requires a public process of review and comment with regard to potential impacts and mitigation under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Board is also required to conduct a public hearing on the advisability of adopting the local law.

NOW, THEREFORE, be it

RESOLVED, that the Village of Port Chester Board of Trustees, on its own motion, hereby desires to advance a local law that would amend Chapter 345 "Zoning" of the Village Code, with regard to new use classifications and regulations for brew pub, brewery, distillery, microbrewery, microdistillery, nanobrewery, tasting room, and winery; and be it further

RESOLVED, the Board finds that the proposed action is properly classified as an Unlisted Action pursuant to NYCRR 617 of the SEQRA regulations; and be it further

RESOLVED, that the Board of Trustees hereby gives notice of its intent to be Lead Agency for the purpose of reviewing the proposed action and any necessary related land use approvals; and that this Notice of Intent, the local law, and exhibits thereto, including the Environmental Assessment Form, be circulated to the following Involved Agencies and Interested Agencies.

Involved and Interested Agencies:

New York State Department of Environmental Conservation, Region 3
ATTN: Daniel Whitehead, Regional Permit Administrator
21 South Putt Corners Road
New Paltz, NY 12561-1620

Westchester County Planning Board
ATTN: Jeremiah Lynch, Chairman
148 Martine Avenue
White Plains, NY 10601

Westchester County Department of Public Works
ATTN: Jay Pisco, Commissioner
148 Martine Avenue
White Plains, NY 10601

Westchester County Department of Health
ATTN: Dr. Sherlita Amler, Commissioner
145 Huguenot St #8
New Rochelle, NY 10801

Westchester County Department of Environmental Facilities
ATTN: Thomas Lauro, Commissioner
270 North Avenue, 6th Floor
New Rochelle, NY 10801

Port Chester Planning Commission
ATTN: Gregg Gregory, Chairman
Port Chester Village Hall
222 Grace Church Street
Port Chester, NY 10573

Port Chester Zoning Board of Appeals
ATTN: William Villanova, Chairman
Port Chester Village Hall
222 Grace Church Street
Port Chester, NY 10573

and be it further

RESOLVED, that this matter be referred to the Westchester County Planning Board and adjoining municipalities, as may be required under the Westchester County Administrative Code, Section 277.61, and/or State General Municipal Law, Sections 239-l, 239-m, and 239-n; and be it finally

RESOLVED, that this matter be also referred to the Port Chester Planning Commission for their study and report.

Approved as to Form:

Village Attorney, Anthony Cerreto



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

RES - 06
BOT 7-18-2016

AGENDA MEMO

Department: Office of the Village Clerk

BOT Meeting Date: 7/5/2016

Item Type: Resolution

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

	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			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"/>	N/A		

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

RESOLUTION
ACCEPTANCE AND APPROVAL OF DEAN HOLOWACH AS AN ACTIVE
MEMBER OF HARRY HOWARD HOOK & LADDER CO. NO.1

Summary

Background:

Dean Holowach was elected at a regular meeting of Harry Howard Hook & Ladder Co. #1, to the status of active member of the Port Chester Fire Department. For insurance purposes the Board must accept and approve such election.

Proposed Action

Pass the Resolution

Attachments

RESOLUTION

ACCEPTANCE AND APPROVAL OF DEAN HOLOWACH AS AN ACTIVE 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 the July 5, 2016 meeting of Harry Howard Hook & Ladder Co. #1 the
company held an election for a new active member; and

WHEREAS, Dean Holowach has been elected to be a new active member.

Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts and approves the election of
Dean Holowach to Harry Howard Hook & Ladder Co. #1, as an active member of the Port
Chester Fire Department

Approved as to Form:

Anthony M. Cerreto, Village Attorney



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Village Engineer

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name: Select Sponsor's Name.

	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 # 2016-02		
Account #:			Strategic Plan Priority Area		
	Yes	No	Business & Economic Development		
Agreement	<input checked="" type="checkbox"/>	<input 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)

Resolution Awarding BID for Fire House Driveway Apron Replacement Project to
 Paladino Contracting Creations

Summary

Background:

This project is for the removal and replacement of existing driveway aprons at the four (4) Village of Port Chester Fire Houses. In addition, an addendum dated 04/05/2016 was attached for the Station #4 for the reconstruction of a low retaining wall using interlocking blocks (\$10,000.00).

Of the three bids received for this job Paladino Concrete Creations had the lowest bid of \$208,604.00. The Village has retained the right to make changes to work for this job based on unit pricing.

The Board should award the bid so that this project may begin.

Proposed Action

Discuss with Parks Commission

Adopt the Resolution

Attachments
Resolution Bid Analysis Sheet Bid Addendum

AWARDING BID FOR FIRE HOUSE DRIVEWAY APRON REPLACEMENT
PROJECT

On motion of TRUSTEE _____, seconded by TRUSTEE _____,

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

WHEREAS, the Village of Port Chester has advertised for bids for the 2016
Fire House Driveway Apron Replacement Project (Bid No. 2016-02); and

WHEREAS, the Village received three bids for this work; and

WHEREAS, the Village's consulting engineer, Dolph Rotfeld Engineering, P.C.,
recommends that the Board accept the low bid of Paladino Concrete Creations, of 315
McQuesten Parkway Mount Vernon, New York in the amount of \$208,604.00 which meets
all the specifications as set forth in the bid documents; and

WHEREAS, the bid specifications authorize the Village to make changes in
the work based on unit pricing. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the 2016 Fire
House Driveway Apron Replacement Project to Paladino Concrete Creations located at 315
McQuesten Parkway, Mount Vernon, New York; and be it further

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

RESOLVED, that the Board authorizes the Village Treasurer to establish the Fire
House Aprons Capital Project account in the Capital Fund as follows:

Capital Fund - Establishing Fire House Aprons

Appropriation:

5.3410.400.2015.164	Fire House Aprons Contractual	\$123,950
---------------------	-------------------------------	-----------

Revenues:

5.5.5731.2015.164	Bond Anticipation Notes	\$123,950.
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;and be it further,

RESOLVED that the Village Board of Trustees authorizes the Village Treasurer to
make said payments from the Fire House Aprons Capital Project A/c 5.3410.400.2015.164.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #16-02

BID FOR:	2016 Fire House Driveway Apron Replacement		
BID OPENING DATE:	April 12, 2016	TIME:	11:00 A.M.
BID PUBLICATION DATE:	March 25, 2016		
SPECIFICATIONS AVAILABLE:	March 29, 2016 11:00 a.m.		

Please Print Name and Address

BIDDER:	<i>Dhothier Construction, Inc.</i>		
ADDRESS:	34-30 32 nd Street		
ADDRESS:			
CITY:	<i>Astoria</i>	STATE:	<i>NY</i> ZIP CODE: <i>11106</i>
E-MAIL:	info@dhothier.com		
PHONE #:	<i>(C) 347-724-2880 / (P) 718-278-7017</i>	FAX #:	<i>718-535-8007</i>
AMOUNT:	<i>\$321,900.00</i>		

Please Print Name and Address

BIDDER:	<i>Peter J Landi Contracting Inc.</i>		
ADDRESS:	13 Bradhurst Ave		
ADDRESS:			
CITY:	<i>Hawthorne</i>	STATE:	<i>NY</i> ZIP CODE: <i>10532</i>
E-MAIL:	Peter@Landilnc.com	<i>Other Ph: 914-909-2639</i>	
PHONE #:	<i>Cell 914-447-1033 Ph: 914-909-5210</i>	FAX #:	<i>914-909-5211 or 914-961-0756</i>
AMOUNT:	<i>\$256,130.00</i>		

Please Print Name and Address

BIDDER:	<i>Con Tech Construction Technology Inc.</i>		
ADDRESS:	28 Lakeview Drive		
ADDRESS:			
CITY:	<i>Yorktown Heights</i>	STATE:	<i>NY</i> 10598
E-MAIL:	Contech03@gmail.com		
PHONE #:	<i>914-455-3100</i>	FAX #:	<i>914-962-4500</i>
AMOUNT:	<i>\$255,000.00</i>		

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address	
BIDDER: <i>Paladino Concrete Creations</i>	
ADDRESS: <i>315 McQuesten Parkway</i>	
ADDRESS:	
CITY: <i>Mt. Vernon</i>	STATE: <i>NY</i> ZIP CODE: <i>10550</i>
E-MAIL: Jose@aconcretecreations.com	
PHONE #: <i>914-699-0907</i>	FAX #: <i>914-699-0470</i>
AMOUNT: <i>\$208,604.00</i>	

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

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

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

Village of Port Chester
New York

2016 FIREHOUSE DRIVEWAY APRON REPLACEMENT
BID NO. 2016-02

ADDENDUM NO. 1

April 5, 2016

The following revisions are being issued to the Contract Specifications and Drawings for the above referenced Project.

- 1) Reconstruction of a low retaining wall has been added to the scope of work.
 - a) Technical Specification 300 – “Interlocking Concrete Block Retaining Wall” of Section K has been added to the Contract. The specification includes a construction detail of the work. Please attach this specification to the bid book.
 - b) A payment item has been added on page C-6. The attached copies of the Bid Sheets (pages C-5 through C-6) supersede the original pages of the Contract Document.
- 2) Bid Sheet C-6 has been revised to clarify the description of the work included in Item 20CA: “Remove Existing and Furnish & Install New Concrete **Apron**”. The attached copy of the Bid Sheet (pages C-6) supersedes the original page of the Contract Document.

The contractor shall sign for the receipt of addendum in Section C, page C-4.

THIS ADDENDUM MUST BE SUBMITTED TOGETHER WITH THE ORIGINAL SPECIFICATIONS AND CONTRACT DOCUMENTS BOOK. SUBMIT THIS ADDENDUM IN ITS ENTIRETY.

ITEM 300 - INTERLOCKING CONCRETE BLOCK RETAINING WALL

300.1. WORK INCLUDED:

- A. Under this item the Contractor will be required to excavate, remove and dispose of existing retaining wall; furnish and install a prefabricated interlocking concrete block retaining wall as per the manufacturer's specifications and as shown on the attached detail.

300.2. MATERIALS:

- A. The block to be used for this wall shall be the gray, weathered 'standard' unit manufactured by:

VERSA-LOK
23 Ridge Road
Branchville, NJ 07826

- B. Other styles, types and manufacturers may be submitted for consideration provided that they are of equal quality in terms of concrete density, strength, porosity etc., and the interlocking block wall has a cement concrete man-made finish.
- C. All materials shall conform to the manufacturer's specifications. The Contractor shall submit five (5) copies of the manufacturer's catalog cuts including detailed instructions for the proper installation of his product to the Engineer ten (10) days prior to placing an order with the manufacturer. For the consideration of products other than VERSA-LOK, this submission must be made Twenty-one (21) days prior to ordering. Design calculations, certified by a Professional Engineer registered in New York, shall also be submitted to the Engineer prior to ordering. The detailed instructions are to show any and all appurtenant materials and labor required for this work. This is to include but not limited to the following: appropriate limitations of excavation, type and configuration of backfill material and placement, foundation/leveling pad type, configuration and materials and any drainage provisions required.

300.3. METHOD:

- A. The Contractor shall erect the prefabricated interlocking block retaining wall system as per the manufacturer's instructions to the lines shown on the contract plans and as directed by the Engineer. The top course or coping stone shall be secured to the wall with two strips of butyl tape or adhesive silicone caulk.

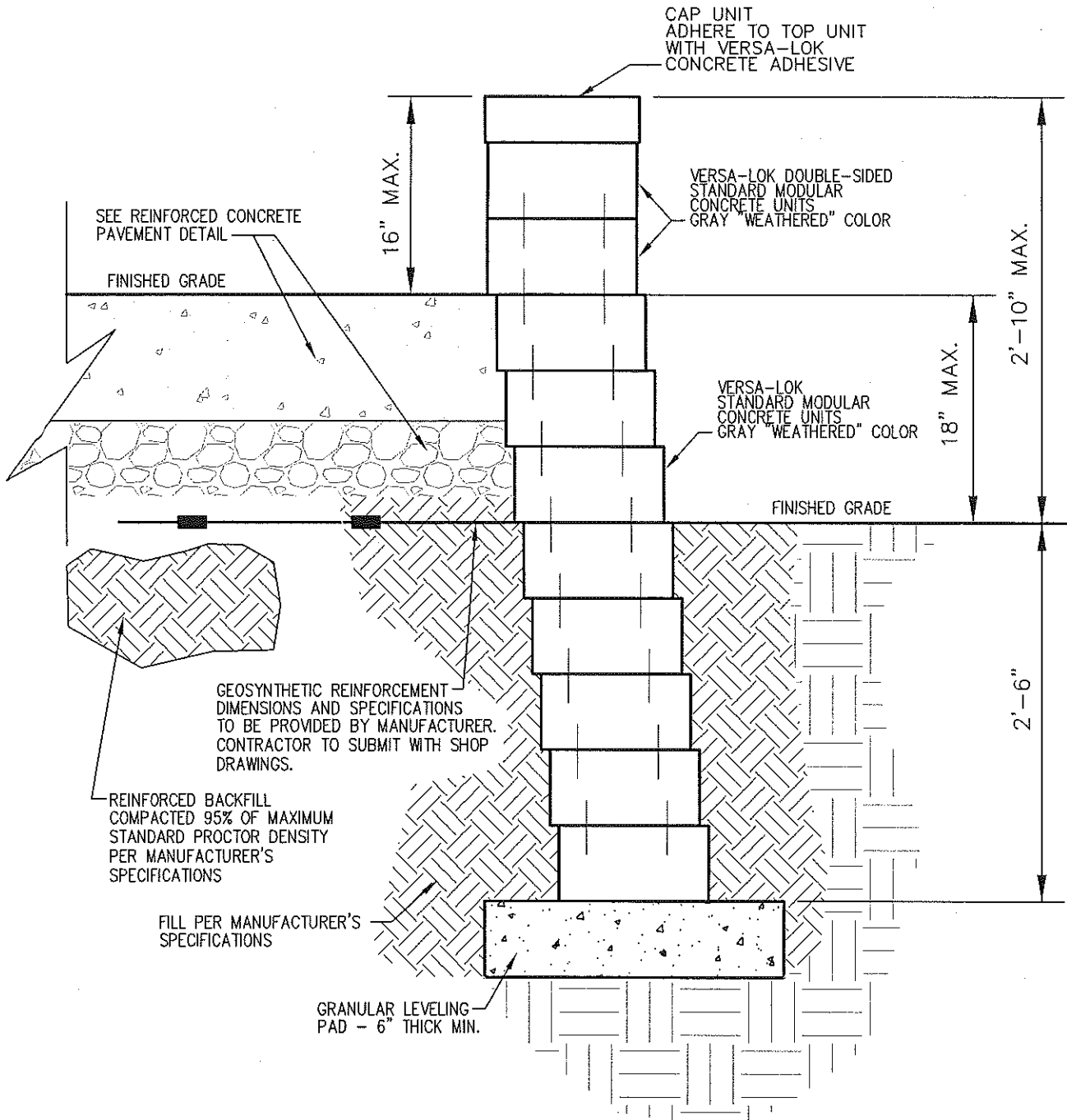
300.4. MEASUREMENT:

- A. Measurement and payment for this item shall be by the number of square feet of wall face installed from the top of the leveling pad/footing to the top of the wall coping.

300.5. PAYMENT:

- A. The unit price bid per square foot of new interlocking block retaining wall shall include the excavation, removal and disposal of the existing retaining wall as well as the cost of all labor and materials as shown in the manufacturer's detailed instructions to satisfactorily install and complete an interlocking concrete block wall. This includes, but may not be limited to: excavation, leveling pad/footing installation, drainage provisions and the wall itself.

* * *



VERSA-LOK INTERLOCKING RETAINING WALL

1. CONTRACTOR TO INSTALL VERSA-LOK RETAINING WALL SYSTEM OR APPROVED EQUAL
2. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL

VILLAGE OF PORT CHESTER
 2016 FIREHOUSE DRIVEWAY APRON REPLACEMENT
 BID 2016-02
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.

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
1M	1	LS	Miscellaneous Additional Work		
			<u>Ten Thousand Dollars</u>	\$10,000.00	\$10,000.00
			<u>LS</u>		
2M	5	CY	Miscellaneous Earth Excavation		
			<u>CY</u>		
5R	4	CY	Rock Excavation (NO BLASTING)		
			<u>CY</u>		
20SW	175	SF	Remove Existing and Furnish & Install New Concrete Sidewalk		
			<u>SF</u>		

VILLAGE OF PORT CHESTER
2016 FIREHOUSE DRIVEWAY APRON REPLACEMENT
BID 2016-02
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.

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
20CA	6,200	SF	Remove Existing and Furnish & Install New Concrete Apron		
			_____	SF	_____
39	5	CY	Furnish & Install Crushed Stone or Gravel		
			_____	CY	_____
300	160	SF	Furnish & Install Interlocking Concrete Block Retaining Wall With Removal and Disposal of Existing Wall		
			_____	SF	_____
				TOTAL BID	_____



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Attorney
Department: Office of the Village Attorney

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name:	Trustee Bart Didden
Sponsor's Name:	Trustee Frank Ferrarra

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #	x	
Account #: 1420-400			Strategic Plan Priority Area		
			N/A		
	Yes	No			
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

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

RETAINING SPECIAL COUNSEL REGARDING PROPOSED COMMUNITY RESIDENCE AT REAR OF 51 BETSY BROWN ROAD

Summary

Background

The Village commenced an Article 78 proceeding in the Westchester County Supreme Court challenging the State Office for People with Developmental Disabilities (“OPWDD”) rejection of the Village’s opposition to a proposed community residence at the rear of 51 Betsy Brown Road.

After motion by the sponsor of the community residence, Ability Beyond Disability, and the Attorney General on behalf of OPWDD, the court transferred the matter to the Appellate Division, Second Department, for its de novo hearing and determination. It did not reach the merits of the matter.

The law firm of Biederman, Hoenig & Semprevivo, with principal Phil Semprevivo, have a retainer agreement with the Village to provide assistance to the Village Attorney on a pro se, or no fee basis. However, the agreement specifically did not include any aspect of the litigation in the appellate court. Therefore, a new retainer agreement would be required in order to continue with the firm.

This matter was discussed by the Board with Mr. Semprevivo prior to the Village's adoption of the 2016-2017 Village Budget.

The matter has been calendared by the appellate court, and briefs must be prepared in the coming weeks for a timely submission.

Proposed Action
<ul style="list-style-type: none">• Adopt the Resolution

Attachments
<ul style="list-style-type: none">• Resolution• Retainer Agreement• Emails between Village Attorney and proposed Special Counsel

RETAINING SPECIAL COUNSEL REGARDING PROPOSED COMMUNITY RESIDENCE
AT REAR OF 51 BETSY BROWN ROAD

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

WHEREAS, pursuant to State Mental Hygiene Law, Section 41.34, Ability Beyond Disability notified the Village that it intended to locate a community residence at the rear of 51 Betsy Brown Road; and

WHEREAS, the Board subsequently determined to oppose the proposed community residence; and

WHEREAS, after a hearing, the State Office for People with Developmental Disabilities (“OPWDD”) rejected the Village’s opposition to the proposed community residence; and

WHEREAS, the law firm of Biedermann, Hoenig & Semprevivo, 60 East 42nd Street, New York, New York 10165 was retained to act as of counsel to the Village Attorney on a pro se, or no-fee basis; and

WHEREAS, the Village commenced an Article 78 proceeding in the Westchester County Supreme Court challenging the OPWDD’s determination (Village of Port Chester v. Delaney, et al.); and

WHEREAS, after motion by Ability and the New York Attorney General on behalf of OPWDD, the Supreme Court by order and entered on March 11, 2016, transferred the case to the Appellate Division, Second Department for a de novo review and determination; and

WHEREAS, the retainer with counsel does not extend to litigation in the appellate courts; and

WHEREAS, in order to further retain counsel for this aspect of the litigation, a fee proposal dated March 31, 2016 was presented to the Board for consideration;

WHEREAS, the Board desires the continued representation by special counsel so that

this matter may be litigated on the merits to a conclusion.. Now, therefore be it

RESOLVED, that the Village Manager is hereby authorized to enter into a retainer agreement with Biederman, Hoenig & Semprevio to act as of counsel to the Village Attorney and assist him in the litigation of the matter in the Appellate Division, Second Department, compensation in an amount not to exceed \$20,000; and be it finally

RESOLVED, that the Board of Trustees authorizes the Village Treasurer to make payment from Law Department contractual line 1.1420.400.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

March 31, 2016

BY EMAIL

Anthony Cerreto
Village Attorney
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

**Re: Engagement Letter Agreement (regarding Appellate Division)
In re Ability Beyond Disability Proposed Residence at 51 Betsy
Brown Road**

Dear Mr. Cerreto,

This Engagement Letter governs and applies to your retention of Biedermann Hoenig Semprevivo, a Professional Corporation, in respect of the engagement to provide legal services as set forth herein.

1. Engagement

This letter confirms our agreement pursuant to which the Village will have retained Biedermann Hoenig Semprevivo, a Professional Corporation ("BHS"), to perform and BHS has agreed to perform certain legal services before the Appellate Division of the Supreme Court of the State of New York, Second Judicial Department related to the Village's Article 78 proceeding challenging the November 6, 2015 determination of the Commissioner of the Office for People with Developmental Disabilities ("OPWDD") concerning Ability Beyond Disability's proposed residence at 51 Betsy Brown Road, Port Chester New York.

2. Purpose

The purpose of this Agreement is for BHS to act in an "of counsel" capacity assisting the Village Attorney who shall remain attorney of record in this matter.

3. Confidentiality

Any details related to this matter, including, but not limited to, discussions with Village officials, work performed and materials and work product of any kind generated in furtherance of the Engagement will be deemed to be privileged and/or protected material prepared in anticipation of litigation.

4. Statements for Services Rendered and Expenses Incurred

Unless you request otherwise in writing, BHS shall submit its Statements for Services Rendered and Expenses Incurred monthly.

The Statements for Services Rendered shall include a description of the tasks performed and hours worked by each person working on the Engagement, as well

as a statement of total amount of out-of-pocket expenses and disbursements incurred with subtotals by category.

BHS's Statements for Services Rendered will be sent to your attention at the address above and by email.

BHS has agreed to reduce its rates specific to the tasks described in the Engagement. BHS's discounted hourly attorney and paralegal rates to perform the Engagement and related services are: Philip Semprevivo and other partners: \$200.00, and Associates: \$185.00, and, paralegals: \$100.

You agree to process BHS's Statements for Services rendered promptly and will make best efforts to remit payment to BHS within Thirty (30) Days after an invoice is received by you.

An estimated budget regarding anticipated work associated with the Engagement is appended hereto. To the extent concerns arise, to which BHS is aware, that indicate a significant increase in to the estimated budget, BHS will use its best efforts to apprise the Village of such as soon as possible.

5. Termination

You may terminate the Engagement upon Seven (7) Days' written notice to BHS. Termination shall become effective immediately following the date such notice is received by BHS.

In the event of such a termination, You agree to pay and reimburse BHS pursuant to the terms set forth in this Agreement for all fees, costs and disbursements accrued or incurred as of the effective date of the termination.

The undertakings set forth in this Agreement shall survive the termination of any and all work performed pursuant to the Engagement.

6. Dispute

The rules governing attorneys in the State of New York require that BHS inform You that if a dispute arises between BHS and you regarding and/or relating to BHS's legal fees and expenses, you have the right to require that the dispute be arbitrated pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Courts. Attached hereto is a copy of Part 137. BHS will provide you with a copy of the form for demanding arbitration at your request.

If a dispute arises between BHS and you regarding the Engagement; BHS's fees and expenses; and/or, BHS's services undertaken on behalf of you, or any other matter between BHS and you, it is agreed that the prevailing party in such a dispute shall be entitled to be reimbursed by the losing party its reasonable costs, legal fees and disbursements.

7. Return of Files

At any time after the end of the Engagement, BHS may, at its discretion, deliver to You BHS's file(s) relating to BHS's work for you. At the conclusion of BHS's representation, you may instruct BHS regarding the disposition of its file(s). After

Six (6) Years, however, and if you have not made arrangements for the removal of its files with respect to this matter, the file(s) can be destroyed by BHS.

8. Statement of Client's Rights and Responsibilities

The Court System in New York has promulgated a Statement of Client's Rights and a Statement of Client's Responsibilities. Both Statements are attached hereto and made part of this Agreement.

9. Jurisdiction and Applicable Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, notwithstanding any conflict-of-laws doctrine to the contrary. BHS and you agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County, for the adjudication of any disputes arising out of, relating to, or concerning the terms of this Engagement Agreement or any services performed hereunder.

10. Execution

This Agreement may be executed and delivered by fax or other electronic means, and will be binding whether delivered in the original, by fax, or other electronic means, and may be executed in counterparts, each of which shall be deemed to be one and the same agreement. This Agreement represents the entire agreement between BHS and you regarding your engagement of BHS to provide legal services to you and merges into itself all discussions and arrangements between you and BHS regarding BHS's representation of you.

We look forward to working with you on this matter.

Yours sincerely,

Philip C. Semprevivo

PCS/yf

Approved as to Form:

Anthony M. Cerreto, Village Attorney

Agreed To:

Dated: _____

Estimate Budget:

**Re: Engagement Letter Agreement (regarding Appellate Division)
In re Ability Beyond Disability Proposed Residence at 51 Betsy
Brown Road**

Legal Services/Fees:

Filing Notice of Appeal, RADI, and Transfer:	2.5 hrs.
Consolidation of Appeal and Transferred Claims:	2.5 hrs
Drafting Appellate Brief on all Claims:	40.0 hrs.
Review of Opposition Brief and Drafting of Reply Brief:	15 hrs.
Oral Argument: Preparation and appearance:	15 hrs.
<u>Miscellaneous calls, meetings, and correspondence:</u>	<u>5 hrs.</u>
Total Estimated hrs:	80 hrs
Estimated at \$200 partner rate:	\$16,000

Expenses:

Approx. Cost of Appellate Printer:	\$3500
Miscellaneous (e.g. in house copying):	\$100
Total expenses:	\$3600

Total Estimated Legal Fees and Expenses \$19,600.

We recommend that a legal fee reserve in the amount of \$20,000 be set.

Cerreto, Tony

From: Philip Semprevivo <philip.semprevivo@lawbhs.com>
Sent: Wednesday, May 25, 2016 4:46 PM
To: Kenny, David
Cc: Cerreto, Tony
Subject: Re: We recieved a docket number for Group Home Case

Thank you David.

Tony, any update on the budget?

As of now our brief would need to be filed in early September - thus, we would want to start things on our end late July, early August.

Regards,
Phil

Philip C. Semprevivo
Biedermann Hoenig Semprevivo PC
One Grand Central Place
60 East 42nd Street Suite 660
New York New York 10165

(646) 218- 7621 Direct
(914) 417-7258 Cell

Sent from my iPhone

On May 25, 2016, at 4:31 PM, Kenny, David <DKenny@portchesterny.com> wrote:

Dear Phil,

We received notice from the 2nd Department today, that our case file was opened and we have received a docket number. (2016-02957)

See attached

David Kenny, esq.
Assitant to the
Village Attorney

**VILLAGE OF
PORT CHESTER
222 GRACE CHURCH ST
PORT CHESTER, NY 10573
(914)939-2200**

<vopc vs. delaney.pdf>

Cerreto, Tony

From: Philip Semprevivo <philip.semprevivo@lawbhs.com>
Sent: Thursday, March 31, 2016 9:47 AM
To: Cerreto, Tony
Subject: Re: Group Home
Attachments: Retainer Appeal - Semprevivo.docx

Tony,
See attached. I have tried to be conservative on the total estimate as I do not like upward surprises, nor do I expect would the BOT.

Regards,

Philip Semprevivo
Biedermann Hoenig Semprevivo
A Professional Corporation
One Grand Central Place
60 East 42nd Street, Suite 660
New York New York 10165
(646) 218-7621 (Direct)
(914) 417-7258 (Cell)
Philip.Semprevivo@lawbhs.com
www.lawbhs.com

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. ANY SETTLEMENT COMMUNICATIONS ARE MADE WITHOUT PREJUDICE AND DO NOT SERVE AS AN ADMISSION OF FAULT OR LIABILITY. IN ADDITION, PLEASE NOTE THAT UNLESS DIRECT REFERENCE IS MADE TO REDLINING OR TRACK CHANGES THAT ARE EXPRESSLY TRANSMITTED FOR REVIEW AND CONSIDERATION, IT IS THE SPECIFIC INTENT OF THE SENDER TO REMOVE ALL METADATA FROM THIS EMAIL AND ITS ATTACHMENTS AND ANY METADATA THAT MAY BE FOUND THEREIN HAS BEEN INADVERTENTLY PRODUCED AND SHOULD NOT BE REVIEWED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY REPLY EMAIL OR TELEPHONE (1.646.218.7560), AND IMMEDIATELY DESTROY THIS MESSAGE AND ATTACHMENTS. THANK YOU.

From: <Cerreto>, "Cerreto, Tony" <TonyC@PortChesterNY.com>
Date: Thursday, March 31, 2016 at 8:47 AM
To: Philip Semprevivo <philip.semprevivo@lawbhs.com>
Subject: RE: Group Home

Very good. thanks Phil

From: Philip Semprevivo [<mailto:philip.semprevivo@lawbhs.com>]
Sent: Thursday, March 31, 2016 8:50 AM
To: Cerreto, Tony <TonyC@PortChesterNY.com>
Cc: Kenny, David <DKenny@portchesterny.com>
Subject: Re: Group Home

Just needs to be typed up - so you should have it soon.

Regards,
Phil

Philip C. Semprevivo
Biedermann Hoinig Semprevivo PC
One Grand Central Place
60 East 42nd Street Suite 660
New York New York 10165

(646) 218- 7621 Direct
(914) 417-7258 Cell

Sent from my iPhone

On Mar 31, 2016, at 8:49 AM, Cerreto, Tony <TonyC@PortChesterNY.com> wrote:

Phil – I have to have your fee proposal this morning before 11:00. The agenda is being put together. Just to confirm that you are coming to the BOT meeting on Monday for an executive session.
Tony

Anthony M. Cerreto
Village Attorney
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573
(914) 939-2200
(914) 937-3169 (Fax)

NOTICE: This e-mail is a confidential and privileged communication. If you are not the intended recipient, disregard and immediately notify the sender.



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name: BOT Member

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	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

AGENDA HEADING TITLE

RATIFICATION OF REAPPOINTMENT TO
 EMERGENCY MEDICAL SERVICES COMMITTEE

Summary

Background:

The inter-municipal agreement between the Village of Rye Brook, City of Rye and Village of Portchester, provide for an Emergency Services Medical Committee (EMSC). John Colangelo's term as community representative has expired on June 30, 2016. The Port Chester-Rye-Rye Brook Volunteer Ambulance Corps has recommended that John Colangelo, Esq., be reappointed to the EMSC for a term of three years to expire on June 30, 2019.

Proposed Action

Adopt the Resolution

Attachments

Resolution
 Correspondence from Port Chester-Rye-Rye Brook Volunteer Ambulance Corps

RATIFICATION OF REAPPOINTMENT TO
EMERGENCY MEDICAL SERVICES COMMITTEE

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 inter-municipal agreement, between the Village of Rye Brook, City of Rye and Village of Port Chester for emergency medical services provides for an Emergency Medical Services Committee (EMSC); and

WHEREAS, the term of the Port Chester Community Representative on the Committee expired on June 30, 2016; and

WHEREAS, pursuant to Section 3A of the inter-municipal agreement, the community representatives shall be recommended by the contracted emergency services provider, the Port Chester-Rye-Rye Brook Volunteer Ambulance Corps (“Corps”) and thereafter ratified by joint resolution of the municipalities.; and

WHEREAS, by letter dated April 14, 2016 from Scott T. Moore, Administrator, the Corps has recommended John B. Colangelo, Esq. to be reappointed to the EMSC. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby ratifies the recommendation of John B. Colangelo, Esq. of Port Chester, New York to be appointed to the Emergency Medical Services Committee for a term of three years, to expire on June 30, 2019.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



PORT CHESTER-RYE-RYE BROOK EMERGENCY MEDICAL SERVICES

4/14/16

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

Dear Mr. Steers:

The Inter-Municipal Agreement for Emergency Medical Services established the Emergency Medical Services Committee (EMSC). The Term of Mr. John Colangelo, the Community Representative to the Committee from the Village of Port Chester, is expiring on June 30th. Mr. Colangelo has been an active member of the EMSC and has expressed his desire to continue as Port Chester's representative.

Section 3A of the Inter-Municipal Agreement states that the community representative shall be "recommended by the Corps and ratified by joint resolution of the municipalities". In accordance with the agreement, I respectfully submit John Colangelo for reappointment to the EMSC for a term of three (3) years, ending June 30, 2019. I request that the Village of Port Chester originate the "joint resolution", which I will then forward to the Village of Rye Brook and the City of Rye for approval.

Sincerely,

Scott Moore
EMS Administrator

Cc: John Colangelo



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Department of Code Enforcement
 Building Department

BOT Meeting Date: 7/18/2016

Item Type: Resolution

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 #	x	
Account #			Strategic Plan Priority Area		
			N/A		
	Yes	No			
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 as indicated below on Agenda)

RESOLUTION RECOMMENDING THE DENIAL OF A LIQUOR LICENSE
 RENEWAL REQUEST WITH THE NEW YORK STATE LIQUOR AUTHORITY

Summary

Background

Restaurant Boca Marina, Inc., (“Boca”) has applied for a liquor license at premises located at 40 Grace Church Street, Port Chester; the Building Inspector found outstanding code violations still exist on this property including no Certificate of Occupancy or up-to-date fire inspections.

The Village Board of Trustees of the Village of Port Chester does not waive the thirty (30) day Liquor License notice requirement to Restaurant Boca Marina, Inc. for premises located at 40 Grace Church Street, Port Chester.

That the Building Inspector is to write a letter to the New York State Liquor Authority recommending that Restaurant Boca Marina, Inc.'s application for a liquor license renewal be denied.

Proposed Action
<ul style="list-style-type: none">• Adopt the Resolution

Attachments
<ul style="list-style-type: none">• Resolution• Correspondence

RESOLUTION RECOMMENDING THE DENIAL OF A LIQUOR LICENSE RENEWAL
REQUEST WITH THE NEW YORK STATE LIQUOR AUTHORITY

WHEREAS, Restaurant Boca Marina, Inc., (“Boca”) has applied for a liquor license at premises located at 40 Grace Church Street, Port Chester; and

WHEREAS, pursuant to Alcohol Beverage Control Law, Section 64(2-a), an applicant must give a municipality thirty (30) days notice prior to the submission of an application for a liquor license; and

WHEREAS, Boca, has requested that the Village waive the 30-day notice requirement in an effort to expedite the granting of the liquor license.

WHEREAS, the Building Inspector found outstanding code violations still exist on this property including no Certificate of Occupancy or up-to-date fire inspections. Now, therefore, be it

RESOLVED, that the Village Board of Trustees of the Village of Port Chester does not waive the thirty (30) day Liquor License notice requirement to Restaurant Boca Marina, Inc. for premises located at 40 Grace Church Street, Port Chester; and it is,

FURTHER RESOLVED, that the Building Inspector is to write a letter to the New York State Liquor Authority recommending that Restaurant Boca Marina, Inc.’s application for a liquor license renewal be denied.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

**MEMORANDUM
FROM
VILLAGE CLERK'S OFFICE**

TO: Richard Conway, Police Chief
Kevin Donahue, Building Department

FROM: Vita Sileo

DATE: June 27, 2016

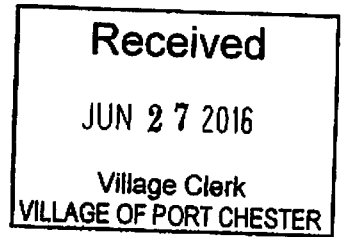
RE: Liquor License Application: Restaurant Boca Marina Inc.
40 Grace Church Street

Attached is a copy of the certified notice for an Application for a Liquor License for the above named property.

I am forwarding this notice for your review and recommendation.

JRR:vs
Enclosure

**RESTAURANT BOCA MARINA, INC
40 GRACE CHURCH STREET
PORT CHESTER, NY 10573**



June 21, 2016

Office Of The Village Clerk
222 Grace Church Street
Port Chester, NY 10573

To whom it may concern:

This is to inform you that I, Victor Pena, am the President of Restaurant Boca Marina, Inc. located at 40 Grace Church Street, Port Chester, NY 10573.

I am required by the Alcoholic Beverage Control Law, Section 64, Subdivision 2A, upon receipt of an application to sell liquor at retail for the consumption on premises, to promptly notify the Clerk of Village, Town or City (or Community Board in New York City) which has jurisdiction over the area where the business is located.

If you have any questions or objections regarding the sale of liquor on the premises mentioned above, please contact me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Victor Pena".

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Received

JUN 27 2016

49



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

Village Clerk
 VILLAGE OF PORT CHESTER
 (Page 1 of 2 of Form)

1. Date Notice Was Sent: 1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

- New Application Renewal Alteration Corporate Change Removal Class Change

For **New** applicants, answer each question below using all information known to date.
 For **Renewal** applicants, set forth your approved Method of Operation only.
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board:

Applicant/Licensee Information

4. License Serial Number, if Applicable: Expiration Date, if Applicable:

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: ,NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee:

12. Type(s) of Alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

13. Extent of Food Service: Full food menu; Full Kitchen run by a chef or cook Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment:

15. Method of Operation: (Check all that apply)

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify):

16. Licensed Outdoor Area: (Check all that apply)

None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure

Sidewalk Cafe Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

(Page 2 of 2 of Form)

- 17. List the floor(s) of the building that the establishment is located on:
- 18. List the room number(s) the establishment is located in within the building, if appropriate:
- 19. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No
- 20. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No
- 21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
- 22. Does the applicant or licensee own the building in which the establishment is located? Yes (If Yes SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

- 23. Building Owner's Full Name:
- 24. Building Owner's Street Address:
- 25. City, Town or Village: State: Zip Code:
- 26. Business Telephone Number of Building Owner:

Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice

- 27. Representative/Attorney's Full Name:
- 28. Street Address:
- 29. City, Town or Village: State: Zip Code:
- 30. Business Telephone Number of Representative/Attorney:
- 31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title:

Signature: *Victor Peña*

Sileo, Vita

From: Sileo, Vita
Sent: Monday, June 27, 2016 4:11 PM
To: Conway, Richard (Police Chief); Donohue, Kevin
Subject: Liquor License Renewal
Attachments: Transmittal Boca Marina Inc..pdf; Liquor License Application-Restaurant Boca Marina.pdf

Good Afternoon,

I have attached a copy of an application for a Liquor License for Boca Marina Inc. for your review and recommendation.

Vita Sileo
Deputy Village Clerk

Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Phone: 914-939-5226
Fax: 914-305-2560

Sileo, Vita

From: Donohue, Kevin
Sent: Wednesday, July 06, 2016 10:16 AM
To: Sileo, Vita
Subject: RE: Liquor License Renewal 40 Grace Church Boca Marina

Recommend to **Deny** this request for Liquor License Renewal. There are outstanding violation at 40 Grace Church Street for Boca Marina including expired Building Permits, No Certificate of Occupancy and lack of Fire Inspections.

Kevin Donohue, CFM
Building Inspector
V/o Port Chester
Office: (914) 939-5203
E-mail: KDonohue@PortChesterNY.com

From: Sileo, Vita
Sent: Monday, June 27, 2016 4:11 PM
To: Conway, Richard (Police Chief); Donohue, Kevin
Subject: Liquor License Renewal

Good Afternoon,

I have attached a copy of an application for a Liquor License for Boca Marina Inc. for your review and recommendation.

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Deputy Village Clerk

Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Phone: 914-939-5226
Fax: 914-305-2560

Sileo, Vita

From: Chief Conway, Richard <RConway@vpcpd.com>
Sent: Friday, July 08, 2016 11:16 AM
To: Sileo, Vita
Subject: RE: Liquor License Renewal

Vita;

As this is a new business, the Department has no history positive or negative with the applicant. As such we have no information to add.

From: Sileo, Vita [<mailto:VSileo@PortChesterNY.com>]
Sent: Monday, June 27, 2016 4:11 PM
To: Chief Conway, Richard; Donohue, Kevin
Subject: Liquor License Renewal

Good Afternoon,

I have attached a copy of an application for a Liquor License for Boca Marina Inc. for your review and recommendation.

Vita Sileo
Deputy Village Clerk

Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Phone: 914-939-5226
Fax: 914-305-2560

IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this message in error, please notify the sender immediately and arrange for the return or destruction of these documents.

CASTLE HILL BUSINESS SERVICES, INC
1208 CASTLE HILL AVENUE
BRONX, NY 10462



1000



10573

JUN 23 16
AMOUNT

\$3.30

R2304M114053-20



USA FOREVER

Received

JUN 24 2016

Village Clerk
VILLAGE OF PORT CHESTER

office of the Village Clerk
222 Grace Church street
Port Chester, NY 10573

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7016 0750 0000 8626 5315

1057385168 0013



closed

U.S. POSTAGE
PAID
BRONX, NY
10465






Village of Port Chester

Office of the Village Manager

MEMORANDUM

TO: Mayor and the Board of Trustees

FROM: 
Christopher D. Steers, Village Manager

DATE: July 18th, 2016

RE: Updates

INITIATIVES/PRIORITIES:

➤ **Strategic Planning: Strategic Actions** (*Opportunity Areas #1 Downtown TOD, #2 Downtown: Municipal Center, #3 Waterfront Redevelopment/Revitalization, #4 Fox Island, #5 United Hospital Site Redevelopment*). We continue to move forward with various strategic planning initiatives (see *Planning and Economic Development activities report* for more detail).

1) Opportunity Area #1:

- **Retail D (Background & Status):** Redevelopment proposal to amend the Marina Urban Redevelopment (MUR) Plan and Section 345-67 of the Village Code to create a mixed use project. Zoning text amendments were adopted at the April 4, 2016 BOT meeting. Next Steps: The next step would be site plan approval at the BOT once the Applicant submits a proposal (pending).
- **MUR Restaurant Pad:** Proposal to construct an approximate 5,500 s.f. restaurant in the Marina Redevelopment Project Urban Renewal District (MUR). The Applicant intends on submitting a site plan application for review by the BOT.

2) **Opportunity Area #2: Police and Court Facility:** McClaren, Wilson, & Lawrie Architects and Planners performed a review of Program Analysis of Architectural Operational Requirements, prepared by STV, first dated June 29, 2015 further revised updated August 4, 2015 and the Preliminary Cost Estimate, prepared by the National Development

Council, dated September 2, 2015. MWL's Summary as follows: "...In this consultant's opinion, the new building should be expected to serve present day needs. It has little, if any, space cushion to serve future staffing or equipment needs." "...We believe the proposed construction budget to be very modest. In our opinion the Village should request and review a more itemized list of anticipated soft costs."

3) Opportunity Area #3:

- Bulkhead: An open house/charrette was held on June 28, 2016. Staff and the Village Engineer continue to coordinate with Boswell in advancing the project. Boswell will be presenting their current status at this meeting.
- Local Waterfront Revitalization Program (LWRP): Pending NYSDOS review.

4) Opportunity Area #5: Redevelopment of the former United Hospital Site (Starwood).

- The Applicant is currently revising the FEIS to respond to comments received. Staff, AKRF, SPR, Adler, and Dolph have been providing comments and will continue to review and provide comments. Staff has been meeting with AKRF and discussing the project with AKRF and SPR on a routine (weekly) basis to keep forward progress.

ACTIONS:

➤ **201 Grace Church Street:**

- Demolition of the structure has commenced and should be completed as of this meeting.
- I understand that there was some discussion relating to the bathrooms and a request to only construct a gravel parking area: this would require re-bidding. The BID award for construction of the parking lot will be discussed at this meeting.

➤ **Grant Writing:** See attached Memorandum from Planning and Economic Development Director (attached)

➤ **Parking Meter Update:** A report and presentation on our parking meter system is on for this meeting.

- The Village Parking System is preparing for roll out of Pay by phone. This spring we completed a full update of the Master Operating System for the Meters which paved the way for the upgrade. We also repainted the parking space numbers which will be required for the system.
- The Meter Enclosures have been installed. We have ordered 4 more enclosures to provide uniformity to our system. Installation should be completed by the end of the summer.

- The Pay by Phone system: The system requires users to download an app and create an account complete with Credit Card information. Once complete a user can make parking system purchases any time from Wi-Fi anywhere. The system roll out requires many moving parts to be coordinated. The contract is under review.
- The signage for improving parking flow in the downtown has been received, and the installation will be underway next week.
- Meter relocations are being implemented.

DEPARTMENT UPDATES:

➤ **Justice Court:**

- Assisted the Judge on the Bench during court sessions on Mondays, Thursdays and Fridays
- Processed Criminal Disposition Reports (CDRs) after court
- Counted daily cash taken in by every clerk
- Made deposits
- Completed court paperwork after court sessions
- Update excel spreadsheets with Bail disbursements from court
- Electronically transmitted 267 Criminal Dispositions Reports (CDRs) to New York State Division of Criminal Justices Services as of July 11, 2016
- Reconciled Judge Troy Justice Account. Ending Bank Balance as of 6/30/16 - \$74,368.78
- Prepared June 2016 Monthly Report to the N.Y. State Comptroller's Office- Justice Court Fund for Judge Troy - \$73,787.75 to be reviewed and electronically submitted by Judge Troy
- Reconciled Judge Castaneda Account. Ending Bank Balance as of 6/30/16 - \$62,744.50
- Prepared June 2016 Monthly Report to the N.Y. State Comptroller's Office- Justice Court Fund for Judge Castaneda \$62,832.50 to be reviewed and electronically submitted by Judge Castaneda
- Reconciled Judge Sisca Justice Account. Ending Bank Balance as of 6/30/16 - \$110,134.86
- Prepared June 2016 Monthly Report to the N.Y. State Comptroller's Office- Justice Court Fund for Judge Sisca - \$109,840.50 to be reviewed and electronically submitted by Judge Sisca
- Reconciled Tow Account. Ending Bank Balance as of 6/30/16 - \$990.00
- Prepared vouchers and Payroll to be sent to the Finance Department

➤ **HR/Risk Management:**

- Recruitment efforts:
 - We have posted for Motor Equipment Operator and Sanitation Worker.
 - The canvass of the eligible list and interviews for part-time Code Enforcement Officer is coming to an end with expectations that an appointment will be forthcoming.
 - We are participating in a summer intern program with the Town of Rye. Our expectation is to bring on up to four Port Chester High School students to work part-time for a month during the summer.

- Appointments:
 - Daniel Messplay has been appointed on a provisional basis as Planner (Planning).
 - Chikkia Bennett has been transferred from Greenburg as Assistant Court Clerk and will serve a probation period required for transfers.
 - Hugo Alzate was appointed as a part-time, back up Bus Driver for the Senior Center.
 - Karen Wynn was appointed as a temporary part-time Food Service Helper for the Senior Center.

- Fire Department: We have continued to participate in meetings and discussions regarding the IMA with the Village of Rye Brook. We are continuing to work with Labor counsel on impact bargaining.

- PESH: We are participating in the Village's response to the PESH report regarding the 40 Cottage Street Fire and work on compiling documentation regarding the retaliation claim made by the Fire Fighters to PESH.

- Insurance: Submitted the accident report and claim for the Baldo motorcycle accident to Spain.

- Absolute Auction: Working with DPW and Village Attorney to identify surplus/out of service vehicles that can be sold at auction by piggybacking on a Dutchess County bid.

- Workers Compensation: Record job related injuries (5) as they occur. Respond to questions and provide information as requested by PERMA. Provide information to department heads on the status of injured workers.

➤ **Treasurer's Office:**

- **Audits**
 - PCIDA financial audit is scheduled for July 25, 2016 through July 27, 2016.
 - Village of Port Chester preliminary financial audit is scheduled for July 25, 2016 through July 27, 2016.
 - Village of Port Chester's financial audit is scheduled for August 22, 2016 through September 2, 2016.

- **Payroll Conversion:** All necessary equipment have been purchased and installed. Business Process Study is now completed. The Payroll Implementation schedules are as follows:
 - Employees information are currently being implemented into the Time Clock Plus System
 - Early October the Financial shell needed for Payroll will be created by Springbrook/Accela consultant
 - By November 8, 2016 Springbrook/Accela will receive and review sample employees' files from Time Clock Plus and interface with Springbrook/Accela.
 - November 14, 2016 to November 18, 2016 on site setup/configuration with Springbrook/Accela.
 - December 12, 2016 to December 16, 2016 on site parallel payroll session training with Springbrook/Accela.
 - January 16, 2017 to January 20, 2017 payroll goes live.
- **Federal/NY State Reporting**
 - Filed 2nd quarter 941 Employer's Federal Tax Return
 - Filed 2nd quarter NYS-45 Combined Withhold Wage Reporting & Unemployment Insurance Return.
- **Building Department:** See attached memorandum from the Building Inspector.
- **Code Enforcement Department:** See attached memorandum from the acting Code Enforcement Director.
- **Engineering:** See attached memorandum from the Village Engineer.
- **Planning and Economic Development:** See attached memorandum from the Planning and Economic Development Director.
- **Police Department:** See attached memorandum from the Police Chief's.
- **Village Attorney:** See attached memorandum from the Village Attorney.

Attachments

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



Building Department Monthly Report

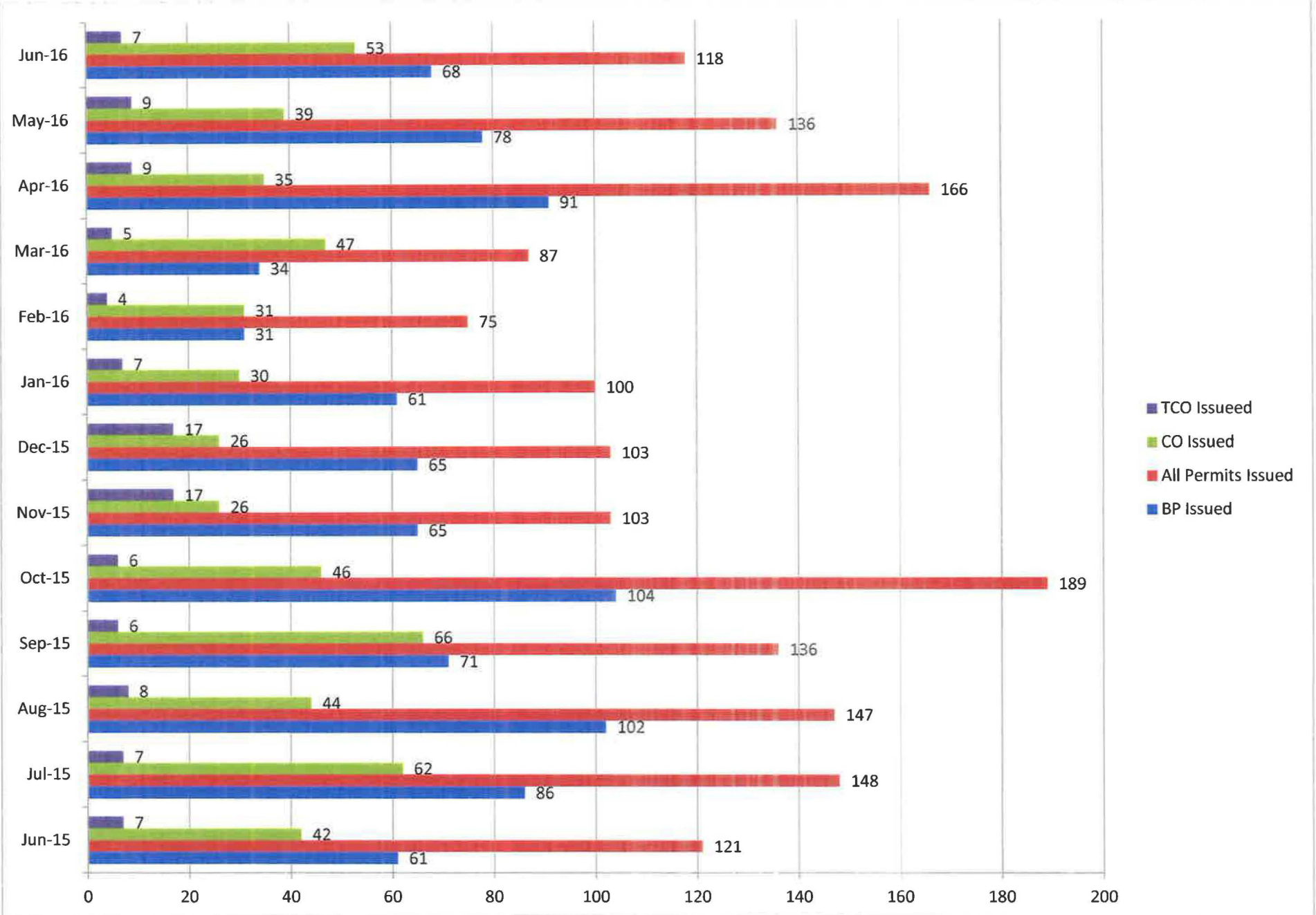
June 2016

Building Department Monthly Report June 30, 2016

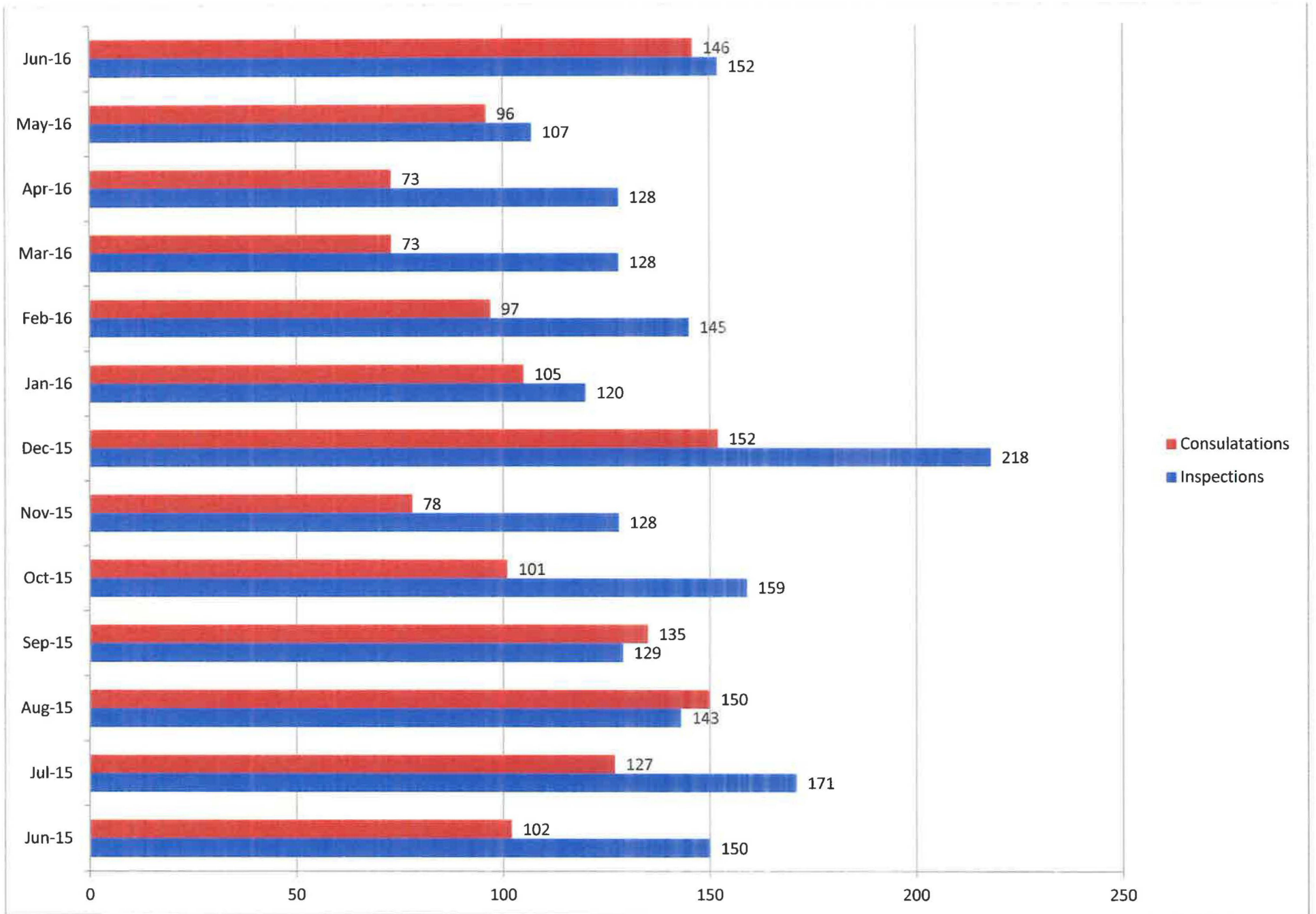
	STOP WORK ORDERS		2	
	CERTIFICATES OF OCCUPANCY		53	\$8,475.00
	BUILDING PERMITS		68	\$30,182.06
	PLUMBING PERMITS		26	\$3,385.00
	ELECTRICAL PERMITS		24	\$2,350.00
	SIGN PERMITS		0	
	NOTICE OF INTENT REVOKE		0	
	NOTICES OF VIOLATIONS		0	
	NOTICE OF DISAPPROVAL OF PERMIT APPLICATION		0	
	TANK PERMIT		6	\$450.00
	PERMIT TO OCCUPY SIDEWALK		1	\$60.00
	BUILDING PERMIT EXTENSIONS		0	
	TEMPORARY CERTIFICATE OF OCCUPANCY		7	\$8,000.00
	APPLICATION FOR AMENDMENT		0	
	TOTAL		187	\$52,902.06

	CO Searches and Foils		
	Searches-Standard = 1 \$35.00/ Searches-Expedited 50 \$9,600.00		51 \$9,635.00
	Searches-Permit Amnesty = 20 \$1,610.00		20 \$1,610.00
	Foils=22 \$58.75		22 \$58.75
	TOTAL		93 \$1103.75

BUILDING PERMITS AND CERTIFICATES OF OCCUPANCIES ISSUED – JUNE 2015 TO JUNE 2016



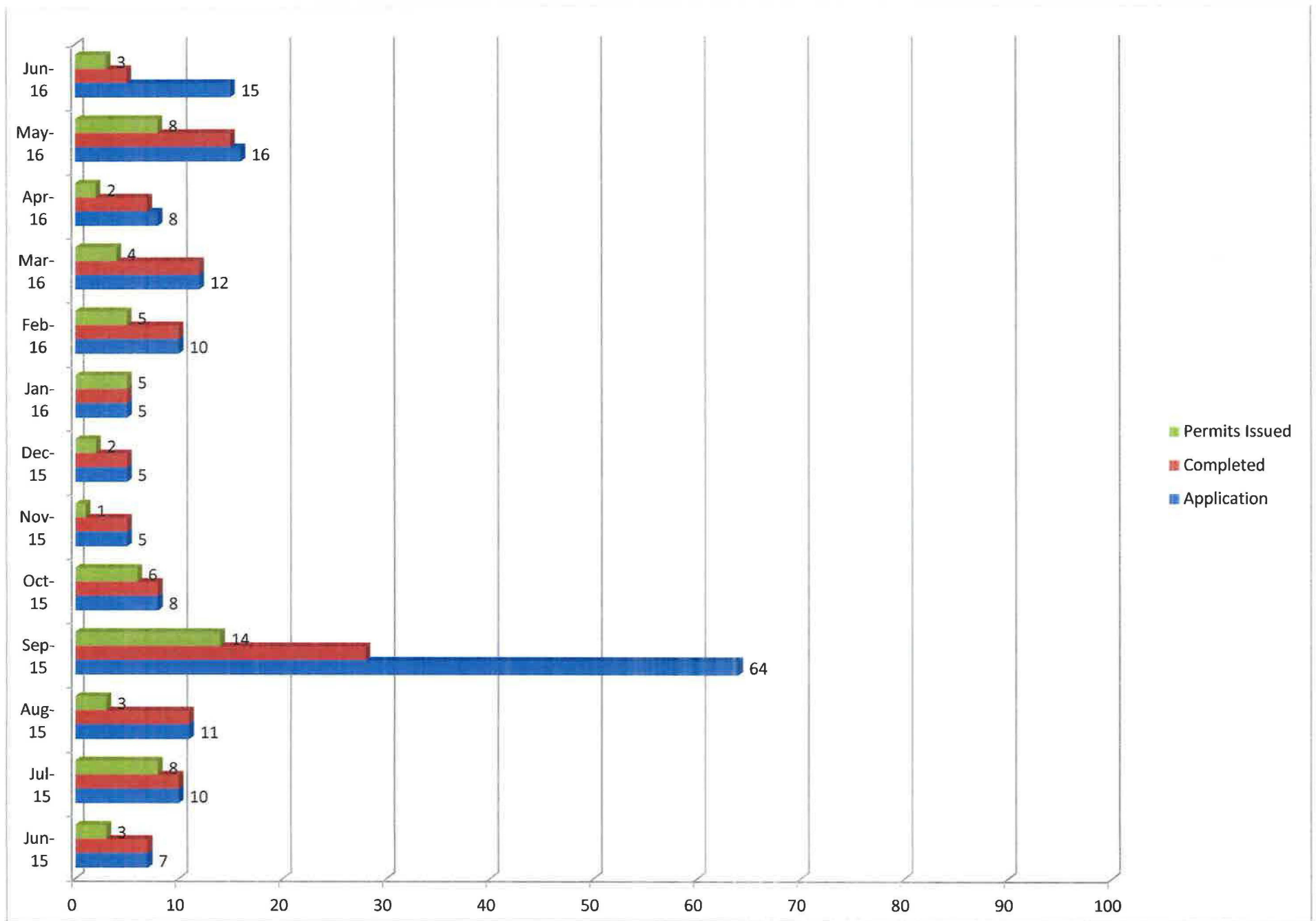
IN OFFICE CONSULTATIONS AND FIELD INSPECTIONS - JUNE 2015 TO JUNE 2016



SUMMARY OF THE AMNESTY PROGRAM ACTIVITY

Total Applications Received:	912
Amnesty Reports Completed:	830
Percentage of Amnesty Reports Completed:	91%

AMNESTY PROGRAM ACTIVITY FROM – JUNE 2015 TO JUNE 2016



Monthly
Report

June

2016

Code Enforcement

Monthly
Performance
Report
June 2016



Village of Port Chester, New York

Department of Code Enforcement
Monthly Report for June 2016



Department of Code Enforcement Report Contents

- Code Enforcement Statistics & Trends
- Fire Safety & Statistics
- Court Case Tracking/Aging
- Vacant/Distressed (Zombie) Properties
- Illegal Dwelling/Overcrowding
- Initiatives
- Administrative Notes

June 2016	
Code Enforcement Program	
Complaints Received	164
Inspections Conducted (as a result of complaints)	410
Right of Entry Requests	6
Notice of Violations Issued	61
Illegal Dwelling, Overcrowding Complaints (IDW & OC)	5
Notice of Violations Issued re: (IDW & OC)	1
Appearance Tickets Issued	8
Stop Work Orders	3
Compliance Case Closed	66
Unfounded	23
Referred to Building Department	3
Referred to Police Department	2
Fire Safety Referral (from PCCE to FS)	0
Referred to DPW	1
Referred to Westchester County Department of Health	1
Referred to HUD	0
Referred to PCHA	0
Referred to Planning & Zoning	0
Lack of Permits	
NOVs issued for lack of permits referred to PCBD	8

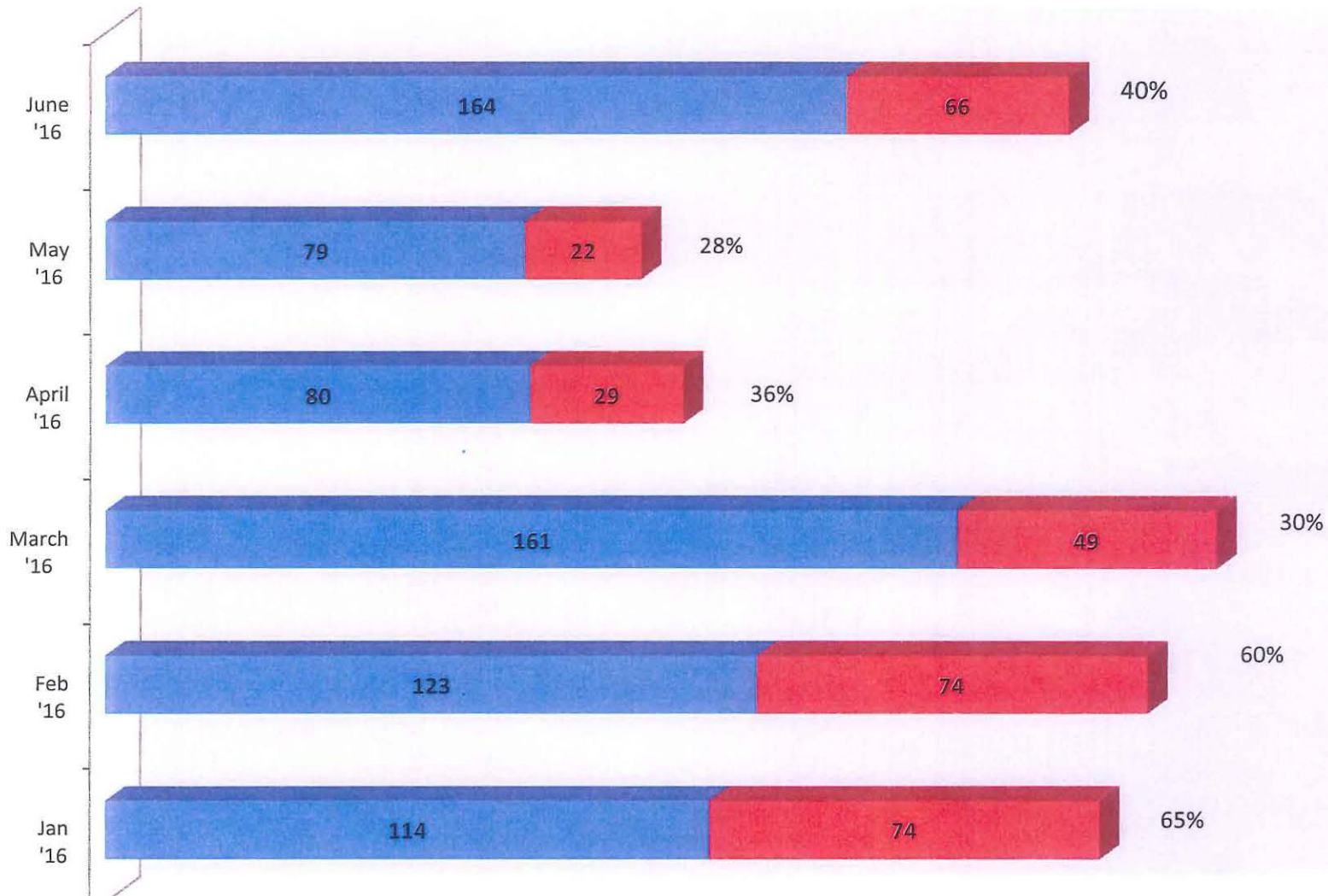
Vacant/Distressed (Zombie) Properties	
Total number of Vacant Properties	39
Total number of Current Vacant Properties	26
Total number of Vacant Properties Now Occupied	13

June 2016	
Court Cases	
Total Number of Open Court Cases	188
Number of New Court Cases Filed this Month	10
Number of Current Court Cases Closed this Month	2
Total Fines Received this Month	\$4,000

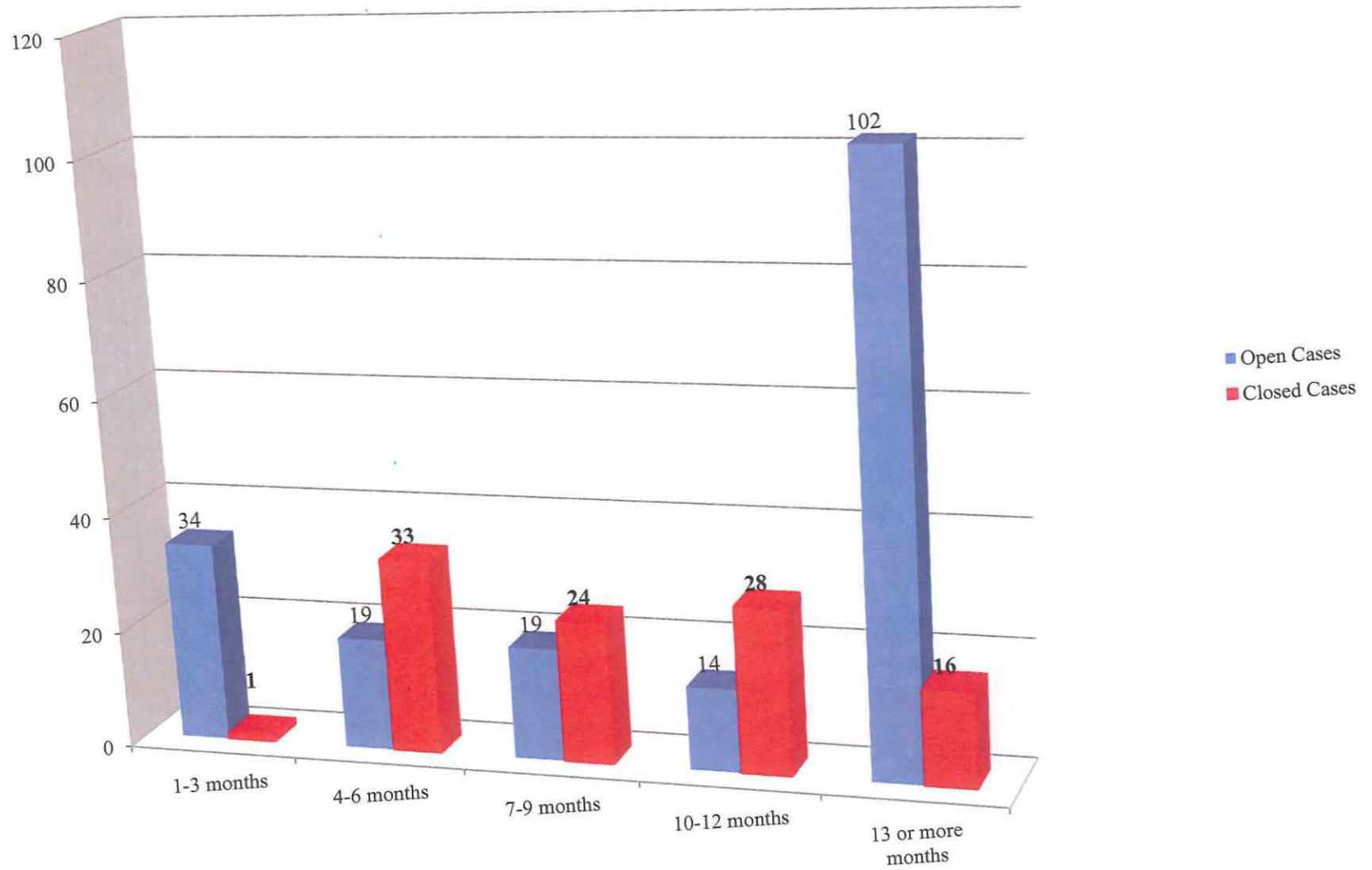


Department of Code Enforcement Complaints Received

■ Complaints Received ■ Compliance Case Closed



Court Case Life Cycle



June 2016	
Fire Safety Program	
Scheduled Fire Inspections Conducted	109
Fire Inspections Failed - NOV issued	18
Re-inspections Conducted	49
Certificates of Compliance Issued	54
Fees Collected	\$9,100
Request to Conduct Fire Inspection Notices Sent Out	0
NOV's For Failure To Respond to Fire Safety Renewal Notice	0
Appearance Tickets Issued	2
Additional Inspections	
Sprinkler/Flow Inspections	1
Sprinklers - Hydrostatic Inspections	1
Fire Alarm Inspections	1
Kitchen Fire Suppression System Inspections	3
Court Inspections	0
Stop Work Order Issued	0
Fire/Police Referral Inspections	9
Unsafe/Unfit Structure Inspections	0
Knox Box Inspections	0
Lack of Permits	
NOVs issued for lack of permits	9
Fire Inspections	109
Reinspection	49
Total Fire Inspections	158
Add'l inspections	15
Grand Total	173

Fire Safety Fees Collected January 1, 2016 - June 30, 2016





Department of Code Enforcement

Life Cycle of an Illegal Dwelling Use/Overcrowding Case

Summary: Each case dealing with illegal dwelling use and or overcrowding quite simply will continue until full compliance is gained. The complexity, legal issues, and expenses associated with these types of complaints lend them to a greater life span. The initial processing of such complaints from intake, investigation, issuance of an Notice of Violation, and issuance of an appearance ticket alone can consume from 1-30 man hours; and 30-90 days, depending upon the number and severity of the violations cited.

- A total of 297 Notice of Violations issued for Illegal Dwelling/Overcrowding were referred to the Building Department
- There are currently 69 such cases working their way through the court system.
- The timeliness of the disposition of the cases depends largely upon the violators willingness to comply.



Department of Code Enforcement Initiatives

➤ Municipality Implementation:

- Code Enforcement has been the Lead Department with the integration and use of Municipality.
- All 2016 Code complaints have been entered into the system for tracking.
- Fire Safety Inspections are being managed and tracked through the system.
- Municipality is being utilized for complaint/case investigations including and not limited to permitting, Right of Entries, Notice of Violations, Stop Work Orders, and Court Appearance Tickets.

➤ Illegal Dwelling Overcrowding

- Code Enforcement to intergrade additional enforcement procedures to advance enforcement and compliance

➤ Vacant/Distressed (Zombie) Properties:

- PCCE is in the forefront enforcing vacant properties.
- All cases monitored weekly.
- All complaints are recorded in Municipality.
- Enforcement by issuing Notice of Violations, Court Appearance Tickets and Justice Court actions.
- Implementation of the NYS Zombie Law to assist with enforcement.
- Code Enforcement will continue to pursue the best way to enforce compliance.



Department of Code Enforcement

Administrative Notes

January 2016 to June 30, 2016.

- Code Enforcement has handled a total of **721** complaints.
- Total Inspections conducted were **1,647**.
- Total of **\$24,450** Court Fines levied.
- Collected **\$115,850** in Fire Inspection fees.
- Fire Safety Inspections conducted were a total of **1073**.
- Fire Inspection remain consistent on a monthly basis, fees continue to be collected monthly, response to the program continues to improve.
- Departmental transition period due to the loss of staffing to other Municipalities.
 - Employee Retention Program needs to be developed.
 - Currently recruiting for one Part-time Code Enforcement Officer.
 - Training of replacement Staff.

COURT CASE HISTORTY MANAGEMENT REPORT

January 1, 2013 – July 12, 2016

Code Enforcement

Court Case History Management Report (January 1, 2013 - July 12, 2016)

<i>Address of Current Court Cases</i>	<i>Defendant(s)</i>	<i>C-A/T Date</i>	<i>1st Court Date</i>	<i>Disposition Date</i>	<i>Adjournment /Court Date</i>	<i>Amount of Days</i>	<i>ZBA/NY State Board Review</i>	<i>Extension Fee</i>	<i>Fine</i>
80-82 S. Regent Street	Westmore Day Care Center		05/10/12	01/10/13		240			8,000.00
78 Purdy Avenue	DiBuono, Thomas (78-80 Purdy Ave Holding)		07/26/12	01/10/13		164	ZBA		2,500.00
58 Haines Boulevard	Greco, Sabrina		01/26/11	02/28/13		752	ZBA/NYS		5,000.00
Noth Regent Street	Sagamore Fund LLC c/o Cornicello & Tender LLP		06/23/11	04/18/13		655			0.00
4 Quintard Drive	Gitnik, Brian & Stephanie		04/18/13	05/09/13		21			0.00
4 Quintard Drive	Franzoso Contracting Inc. c/o Cerrato, Sweeney & Cohn		04/18/13	05/09/13		21			1,500.00
59 Cottage Street	Gonzales, Pedro		04/18/13	05/09/13		21			1,000.00
14 S. Main Street	Sinis, Panayotis & Pierre		05/09/13	05/09/13		0			3,600.00
16 S. Main Street	Sinis, Pierre & Hugette		09/13/12	05/23/13		250			27,500.00
112 Westchester Avenue	Sanz, Donaldo		10/25/12	05/23/13		208			250.00
264-268 King Street	Rye Central Assoc. c/o Exclusive Mgmt LLC		04/25/13	05/23/13		28			3,500.00
62 Grace Church Street	Marino, Susan		05/27/11	06/03/13		726			0.00
68 Grace Church Street	Marino, Susan & Claudio		05/27/11	06/03/13		726			0.00
5-7 Midland Avenue	Marion, Susan		05/27/11	06/03/13		726			0.00
169 Fairview Avenue	Galindo, Edixon & Rojas, Mireya		04/18/13	06/06/13		48			5,000.00
4 Quintard Drive	Gitnik, Brian & Stephanie		05/09/13	06/06/13		27			0.00
315-325 King Street	Longview Owners		03/28/13	06/27/13		89			500.00
91 Grace Church St.	Geny Sanchez		03/22/12	07/21/13		479			2,500.00
31 Central Avenue	Prime Home Improvements Inc. c/o Barbara Ciuffetelli		05/23/13	07/25/13		62			2,000.00
28-30 Grace Church Street	Graceland Management LLC		05/09/13	08/08/13		89			6,000.00
13 S. Main Street	Vu Tong	06/02/13	07/25/13	08/08/13		13			3,000.00
13 S. Main Street	G & S Port Chester Retail 1 LLC c/o Gregg Wasser	06/02/13	07/25/13	09/12/13		47			0.00
13 Eldredge Street	Cannavo, Rose		05/23/13	09/19/13		116			10,000.00
128 Poni ngo Street	Salinas, Jennifer & Eric	05/14/13	07/18/13	09/26/13		68			3,000.00
145 Grace Church Street	Perea, Luis	05/30/13	07/18/13	09/26/13		68			3,000.00
136-138 Irving Avenue	Tamma Rende Realty, LLC c/o Smith & Jacob LCP	06/18/13	08/08/13	09/26/13		48			5,000.00
14 Westchester Avenue	G & S Port Chester Retail 1 LLC c/o Gregg Wasser	06/03/13	07/25/13	10/10/13		75			1,500.00
10-14 Waterfront Place	G & S Port Chester Retail 1 LLC c/o Gregg Wasser	08/13/13	09/12/13	11/21/13		69			1,500.00
10-14 Waterfront Place	G & S Port Chester Retail 1 LLC c/o Gregg Wasser (Case No. 2)	08/14/13	09/26/13	11/21/13		55			3,500.00
25 Waterfront Place	G & S Port Chester Retail 1 LLC c/o Gregg Wasser	08/14/13	09/26/13	11/21/13		55			1,500.00
20 Waterfront Place	G & S Port Chester Retail 1 LLC c/o Gregg Wasser	08/13/13	10/10/13	11/21/13		41			3,500.00
200 William Street	Independence Realty-P.C. L.P./Realty-PC. It Independence/Independence Realty LTD c/o Wilrock Management & Consulting		02/28/13	12/05/13	12/17/15	277			225,000.00
1 Landmark Square	Condominium Assoc./Nardo Assoc. c/o Joseph Nardo	06/06/13	07/18/13	12/06/13		138			7,500.00
200 William Street (Case No. 1)	Independence Realty - P.C. Limited Partnership c/o Collier, Cohen Shields & Bock	10/28/13	11/21/13	12/06/13		15			Combined
200 William Street (Case No. 2)	Independence Realty-Port Chester Limited Partnership c/o Collier Cohen, Shields & Bock	12/04/13	12/05/13	12/06/13		1			Combined
67 Putnam Avenue	Cepero, Juan F. & Cheryl		05/23/13	12/19/13		206			1,500.00
301 Midland Avenue	Blue Mountain Partners, LLC c/o Anderson & Co. LLC	06/22/13	08/08/13	12/19/13		131			1,000.00
319-320 Irving Avenue	Rosario Ramirez & Julio Villagomez	08/21/13	09/12/13	12/19/13		97			1,500.00
3 Oakridge Drive	Ann Glennon	08/14/13	10/10/13	12/19/13		69			1,000.00
30 Quintard Drive	Salinas, Jennifer & Eric (Case No. 1)	06/18/13	07/18/13	01/16/14		178			3,000.00
30 Quintard Drive	Salinas, Jennifer & Eric (Case NO. 2)	08/13/13	09/12/13	01/16/14		124			Combined
179 Rectory Street	Sonora Group, Inc.		06/27/13	01/23/14		206			7,000.00
340 Locust Avenue	Palomino, Martin & Martha	06/22/13	07/25/13	01/23/14		178			1,500.00
505 N. Main St.	Roz Realty Corp C/o Bert Metter	09/30/13	12/05/13	01/23/14		48			2,000.00
536-548 Willett Avenue	Putnam Property Inc.	07/01/13	08/22/13	01/23/14		151			0.00

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16 Alto Ave.	Maria Otiz	01/08/14	02/06/14	02/06/14		0			250.00
167 Irving Avenue	Sinis, Huguette		03/14/13	03/13/14		359			3,400.00
112 Westchester Avenue	Chavenuez, Romulo	03/21/13	04/18/13	03/20/14		332			5,000.00
36 Poninzo Street	Aurora Loan Service LLC, c/o Corporation Service Company	07/23/13	10/24/13	04/03/14		159			11,800.00
221 William Street	Irving Place Properties, LLC / Whitetail Realty Group, LLC	05/15/13	05/09/13	04/03/14		324			16,800.00
279 King St	Anthony Tirone	02/26/14	03/27/14	04/24/14		27			0.00
36 Fox Island Road	Marie Lamberti and Joseph Lamberti	03/06/14	04/03/14	05/08/14		35			400.00
21 Grace Church Street	21 Grace Associates LLC, c/o Terry Huang	07/24/13	09/12/13	05/15/14		243			25,000.00
84 Washington St.	Sonia E. Aguayo	09/08/13	10/10/13	05/22/14		222			3,500.00
34 Armett Street	Percy & Jacqueline Cahahuanca/Daria Mandujano	10/15/13	11/07/13	05/22/14		195			3,000.00
30 Bush Ave.	Juan Cervantes/Manuel Valdovinos-Sanchez	12/13/13	01/23/14	05/22/14		119			3,500.00
151 Westchester Ave.	The Capitol Theatre LLC c/o Peter Shapiro	02/26/14	03/13/14	05/22/14		69			0.00
43-45 North Main St.	155 N. Main Street LLC c/o Jay B. Feinsod	12/13/13	01/23/14	06/19/14		146			11,000.00
63 Purdy Ave.	Brunilda Cruz	12/24/13	01/23/14	07/10/14	07/07/16	167			7,500.00
63 Purdy Ave.	Brunilda Cruz	02/26/14	03/27/14	07/10/14	07/07/16	103			7,500.00
109 Hobart Ave	Amparo Bahamon	01/27/14	02/27/14	07/17/14		140			250.00
88 Perry Ave	Makan Land Development-Two, LLC	03/12/14	04/24/14	07/17/14		83			750.00
88 Perry Ave	Markan Land Development - Two, LLC C/O David Makan	04/23/14	06/12/14	07/17/14		35			750.00
2 South Main Street	Panagioti & Pirre Sinis	06/12/13	08/22/13	08/07/14	05/12/16	345			5,000.00
4 South Main Street	Panagioti & Pirre Sinis	06/12/13	08/22/13	08/07/14		345			8,000.00
6 South Main Street	Panagioti & Pirre Sinis	06/12/13	08/22/13	08/07/14	05/12/16	345			4,000.00
8 South Main Street	Panagioti & Pirre Sinis	07/12/13	08/22/13	08/07/14		345			2,500.00
55 Oak St.	55 Oak Street Apartment, LLC c/o Daniel Delisa	09/30/13	10/10/13	08/07/14		297			9,600.00
112 Oak St.	Juana Gialerakis / Daniel Delisa / Marie Sophia Delisa	09/30/13	10/10/13	08/07/14		297			9,800.00
278 Locust Ave	The Seven Group Holdings, LLC	01/23/14	02/27/14	08/07/14		160			7,000.00
2 South Main St. (Case No. 2)	Panagiotis Sinis & Pierre Sinis & Sinis Estates c/o Robert Diaz	03/24/14	05/08/14	08/07/14	05/12/16	89			5,000.00
29 Maple Place	Angel Quillie	09/10/13	11/07/13	08/14/14		277			2,000.00
163 North Main St.	Marvin Widenberg Associates	05/01/14	06/12/14	08/14/14		62			3,500.00
151 Westchester Ave.	The Capital Theatre LLC c/o: Peter S. Shapiro	06/04/14	07/10/14	08/21/14		41			100.00
22 Burdall Drive	Andrea Granata	05/16/14	07/10/14	09/11/14		61			0.00
248 S. Regent St.	Random Property Group LLC c/o Finishing Touches	06/30/14	09/11/14	09/11/14		0			150.00
50 Oak St.	50 Oak St. Corp. c/o Lynn Scott	06/30/14	09/11/14	09/11/14		0			150.00
65-67 Fox Island Rd.	SR Holdings I, LLC	07/08/14	09/11/14	09/11/14		0			150.00
N. Regent St.(14 University Pl)	UCF Regent Park, LLC	04/10/14	05/22/14	09/18/14		116			1,000.00
28-30 Fox Island Road (1)	Marie Lamberti and Joseph Lamberti	03/06/14	04/03/14	09/25/14	05/05/16	172			400.00
28-30 Fox Island Road (2)	Marie Lamberti and Joseph Lamberti	03/06/14	04/03/14	09/25/14	05/05/16	172			2,000.00
63 Armett St.	Luis Guircocha	04/11/14	05/22/14	10/09/14		137			2,000.00
325 N. Main Street	Shodan Property, LLC c/o Marc Tessitore	10/24/13	12/19/13	10/16/14		297			4,250.00
129 Washington St.	Alfonso Paltin	01/10/14	02/06/14	10/16/14		250			10,500.00
150 Midland Avenue	Home Depot USA, Inc c/o Corporation Service Company	05/21/14	06/12/14	10/16/14		124			26,350.00
76 Purdy Avenue	Salvador Sagastume	05/30/14	08/07/14	10/23/14		76			4,200.00
237 Columbus Ave.	UCF Regent Park, LLC	02/28/14	03/27/14	11/06/14		219			500.00
412 Orchard St.	Miriam Perez	06/04/14	07/10/14	11/13/14	05/05/16	123			3,750.00
11 Hillside Ave	A.E.A. Motors LLC	07/29/14	09/25/14	11/20/14					0.00
130 Midland Ave.	Pathmark Stores Inc. c/o Blumbergeexcelsior Corp Tax Svcs	02/20/14	03/27/14	01/08/15		281			17,500.00
130 Midland Ave.	Mary Jean Vaccaro Annuity Trust & William Vaccaro Annuity Trust	10/15/14	11/20/14	01/08/15		48			4,200.00
110 N. Main Street	Liborio Castillo & Rosa Castillo	09/19/14	10/09/14	02/05/15		116			0.00
69 Traverse Ave	Raymond Patierno & Anthony R. Valentino	12/12/14	01/22/15	02/05/15					500.00

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25 Armet St. (Matter 2)	Jeanette Pizarro	03/07/14	04/24/14	03/12/15		318			8,000.00
14 University Place, Apt 2-A (#1)	UCF Regent Park, LLC	05/10/14	06/12/14	03/12/15		270			1,000.00
33-35 Olivia St.	Nazeeh Abdul-Basheer	09/19/14	10/09/14	03/12/15		153			100.00
23 Putnam Ave.	Frank Blasi	06/12/14	08/21/14	03/19/15		208			1,734.00
120-122 Pearl Street	Juan Medina/Adelia Medina	10/09/14	11/20/14	04/09/15		139			0.00
321 Boston Post Rd.	Trefz Corp. c/o: Ernest C. Trefz Chairman & McDonalds USA, LLC	11/13/14	01/08/15	04/23/15		105			3,000.00
37 Francis Lane	Bernardo Fernandez & Olga Fernandez	02/26/15	04/09/15	04/23/15		14			500.00
143 Westchester Ave.	DMMJ Realty Corp. c/o Jesus Barajas	07/17/14	09/25/14	05/07/15		222			1,200.00
48 Irenhyl (Case No. 1)	Nalini Singh	08/11/14	10/09/14	05/07/15		208			2,000.00
16 College Ave	Jean-Claude Lukunku	07/18/14	09/11/14	05/14/15		243			2,400.00
142 Fairview Ave	Maria Vita & Nancy & Anthony Chrusciel	10/21/14	11/20/14	06/04/15		194			4,000.00
353 William St.	Nancy Zuleta	06/12/14	08/24/14	06/11/15		287			2,400.00
315-325 King Street	Longview Owners Inc. C/O Stillman Management	10/29/13	11/21/13	07/09/15		588			7,500.00
30 Broad Street	Spring Corporation	11/20/13	12/19/13	07/09/15		560			8,000.00
257 Columbus Ave.	Ricardo Marclano & marcia Goncalves	05/02/14	06/26/14	08/20/15	12/10/15	414			3,000.00
137-139 Willett Ave	Leandro Caccire/Luz Caccire	12/31/14	02/05/15	09/10/15	05/12/16	215			1,700.00
99 Inwood Ave	Thomas Bottiglieri & Peter Marazziotti	05/22/15	07/23/15	9/10/2015	07/07/16	47			500.00
13 Riverdale AKA 11 Riverdale Ave.	The Gym at Union Square LLC	03/16/15	04/23/15	10/08/15	12/03/15	165			1,500.00
109 Adee St. (AMENDED)	Vilma Cochachi	12/23/14	02/26/15	10/15/15	10/15/15	229			500.00
575 King St.	Congregation Kneses Tifereth Israel	06/16/15	08/06/15	11/5/2015	03/10/16	89			100.00
21 Touraine Ave.	Mariam Perez	05/28/14	08/07/14	11/12/15	10/22/15	455			2,000.00
346 Locust Ave	Jose S. Roque/Olga M. Hernandez	01/28/15	03/12/15	11/12/15	05/05/16	240			1,000.00
346 Locust Ave (PM) Case No. 2	Jose S. Roque & Olga M. Hernandez	03/12/15	05/07/15	11/12/15	05/05/16	185			500.00
169 Fairview Avenue (2-grass)	Edixon Galindo	08/11/15	09/24/15	11/12/15	11/12/15	48			250.00
29 Willett Ave	Znicholas Carriello & Ellen Conway	09/04/13	11/07/13	12/17/15	12/17/15	760			500.00
57 Tower Hill Drive	Eabian Soler & Gabriella Soler	11/18/15	01/07/16	01/07/16	03/17/16	0			250.00
12 Chestnut Street	DePauw, Joseph & Deryl	06/04/13	08/08/13	02/04/16	04/14/16	896			500.00
328 Locust Ave.	Manuel O. Yanez	07/13/15	09/10/15	02/04/16	02/04/16	144			125.00
384 King St.	John E. Rogan & Sheila M. Rogan	09/11/15	10/22/15	02/04/16	03/24/16	102			100.00
98 Fox Island Rd.	Fox Island Holding LLC c/o Corporation Service Company	05/08/15	07/09/15	02/17/16	02/11/16	218			1,000.00
79 Elmont Ave (Case No. 2)	Elmont Holdings, LLC	11/11/15	01/21/16	03/10/16	03/10/16	49			1,500.00
30 Fox Island Rd.	30 Fox Island Road	12/03/13	01/23/14	04/23/16	05/05/16	810			1,025.00
238 S. Regent	Ernest Saxon & Rebecca Saxon	06/30/14	09/25/14	Court Dismissed					
151 Westchester Ave.	The Capitol Theatre LLC c/o Peter Shapiro	02/07/14	03/13/14	Dismissed by prosecutor					
5 Ryan Avenue	Gerardo Ceja/Maria Hernandez	09/26/14		Rescinded					
45 Ellendale Ave	John Varamo	04/23/14	06/26/14	Withdrawn	12/11/14				
223 Irving Ave. AKA 225 Irving Ave, Apt. 4	Branca Realty, LLC	04/15/15	06/11/15	Withdrawn by FI					
8 Armett St.	Anne Petrucelli	04/11/14	05/22/14	Withdrawn by prosecutor					0.00
25-27 Elderedge St.	David Luzzi & Mario Capocci	12/27/13	01/09/14	Withdrawn by prosecutor	08/21/15				
456 Willett Ave.	Louis Varamo & John Varamo	04/23/14	06/26/14	Withdrawn by prosecutor	12/11/14				
416 Elm Street	416 Elm Street Corp. c/o Maria Miranda	06/30/14	09/11/14	Withdrawn by prosecutor					
14 Willow St.	Joan Valenti	09/08/14	10/23/14	Withdrawn by FI	05/07/15				
46 Fox Island Rd.	Capital Realty Partners c/o Finishing Touches c/o Len Cannavo	04/08/15	05/14/15	Withdrawn by prosecutor	11/12/15				
4 Greyrock Rd.	John A. Russo	07/29/15	09/10/15	Withdrawn by VM & PCCE	10/22/15				
115 Smith St.	Roseann Ciancio & Vincent Ciancio	10/25/15		<small>Withdrawn from Court Calendar per FIJMN request</small>					
11 Pearl St.	11 South PS c/o Law Office of Anthony Tirone ESQ, P.C.	10/25/15		<small>Withdrawn from Court Calendar per FIJMN request</small>					
57 Leonard Street		09/04/12	09/13/12		07/07/16				

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44-48 N. Main Street	44-48 N. Main LLC c/o Harry Hedvit		06/27/13		07/14/16				
Martin Pl / AKA 25 Martin Pl	G & S Port Chester Retail 1 LLC c/o: Gregg Wasser	09/19/14	09/19/14		08/18/16				
Waterfront Pl/Westchester Ave.	G & S Port Chester Retail 1 LLC c/o: Gregg Wasser	09/05/14	10/09/14		08/18/16				0.00
27 Central Avenue	Lopez, Nelly S./Louis/Nelly H.		05/23/13		07/07/16				
115 Touraine Avenue	Harold Vigil Jr.	03/07/14	04/03/14						
70 Grove Street	Coley William Criss	08/28/13	10/24/13		07/21/16				
40 Westchester Avenue - Waterfront	G & S Port Chester Retail 1 LLC	04/13/15	06/11/15		08/18/16				
145 Irving Avenue	Hafiz, Michael	10/31/11	12/09/11		04/24/14		ZBA	2,500.00	
25 Armett Street	Torres, Jeanette	06/29/13	08/08/13		05/05/16				
437 Franklin Street	Wladyslaw & Stanislaw Podraza	07/02/13	08/22/13		12/05/13				
57 Sands Street	Francesca D'ascoli	08/13/13	09/26/13		07/21/16				
31-33 Poringo St	Daniel Williams & Hazel Williams	09/07/13	11/07/13		06/23/16				
119-121 Smith St.	Felipe R. Garcia/Lei Garcia	10/17/13	11/07/13		07/21/16				
55-57 Poringo St.	Jorge Guiracocha	10/31/13	12/05/13		08/18/16				
159 Highland St.	Joan Valenti	12/23/13	01/23/14		05/19/16				
322 Olivia St.	Michelle Pierro	12/31/13	02/06/14		06/23/16				
25 Armett St Case No2	Jeanette Pizarro	03/07/14	04/24/14		05/05/15				
14 South Main Street	Panagioti Sinis/ Pierre Sinis	03/11/14	04/24/14		08/11/16				
52 Palace Pl	Panagioti Sinis & Pierre Sinis	03/12/14	04/24/14		05/21/15				
52 Grove St	Engrid Walden	03/22/14	04/24/14		06/23/16				
112 Highland Street (S-142.23 B-1 L-41)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
127 Westchester Avenue(S-142.30 B-2 L-23.1)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
139 Highland Street (S-142.23 B-1 L-43)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
139 Highland Street (S-142.23 B-1 L-44)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
307 North Main Street (S-136.79 B-2 L-42)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
307 North Main Street (S-136.79 B-2 L-43)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
Horton Avenue (S-136.79 B-1 L-43)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
North Main Street (S-136.79 B-1 L-41)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
Willett Avenue (S-142.23 B-1 L-17)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
Willett Avenue (S-142.23 B-1 L-30)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
William Street (S-142.38 B-1 L-41)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
William Street (S-142.38 B-1 L-42)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
William Street(S-142.38 B-1 L-40)	MTA (Metro Transit Authority)	03/21/14	05/08/14		06/23/16				
48 Grove (1) for PM	Brunilda Cruz	03/28/14	05/08/14		07/07/16				
48 Grove (2) for Permit(s)	Brunilda Cruz	03/28/14	05/22/14		07/07/16				
15 Marathon Pl	Peter Giorno	04/30/14	06/26/14	05/05/16	07/21/16				3,500.00
144 Smith St. (Case 1)	Francisca Quiroa De Calderon/Marvin A. Calderon	05/23/14	06/26/14		07/07/16				
51 Purdy Avenue	Briga Realty Inc. c/o Robert Capolongo	05/21/14	07/10/14		01/07/16				
55 Purdy Avenue	Briga Realty Inc. c/o Robert Capolongo	05/21/14	07/10/14		10/08/15				
400 Westchester Ave	Port Chester Carver Center / Joe Kwasniewski	05/07/14	07/24/14		05/19/16				
106 Westchester Ave	Sudarshan K. Singla	05/27/14	07/24/14		08/11/16				
395 Irving Ave.	Riccardo DeFreitas / Emilia DeFreitas	05/28/14	07/24/14		08/11/16				
42 Soundview St.	Cesar Calderon	05/30/14	08/21/14		07/21/16				
40 Grace Church St.	Brisa Marina c/o Juan Cepeda	06/12/14	08/21/14		08/18/16				
416 Willett Ave.	Piotr Potapowicz / Mario Potapowicz	06/12/14	08/21/14		09/15/16				
52 Eldredge St.	Frank Testa	06/30/14	09/11/14		05/05/16				
48 Grove St.	Brunilda Cruz	06/30/14	09/11/14		04/21/16				
38 Perry Ave.	Scott Simonsen	07/09/14	09/11/14		07/17/15				
1-11 Willett Avenue (BarTaco Restaurant)	E.O.S. Realty, LLC	07/18/14	09/11/14		08/11/16				

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1-11 Willett Avenue (BarTaco Restaurant)	E.O.S. Realty, LLC	07/18/14	09/11/14		08/11/16				
141 Highland St.	Frank Barchella / Angela Barchella	08/18/14	10/09/14		07/21/16				
16 Grace Church St.	16 Grace Church Street	08/30/14	10/23/14		05/05/16				
25 Willett Ave	Bordeaux 25 Realty Corp	09/24/14	10/09/14		08/25/16				
70 Grace Church St.	70 Grace Church Realty LLC	09/06/14	10/23/14		08/25/16				
62 Leicester St.	Anthony Casterella	10/01/14	11/06/14		06/23/16				
167 Irving Avenue (Case 2)	Hugunette Sinis c/o Sinis and Sinis Enterprises	10/09/14	11/06/14		05/19/16				
48 Irenhy (Amended) Vacant/Distressed	Nalini Singh	10/22/14	11/13/14		11/12/15				
202 South Regent St.	Cassone Brothers, Inc.	09/22/14	11/20/14		08/25/16				
148 Pontigo St.	Ivan Padron	09/29/14	11/20/14		07/21/16				
16 Grace Church St. Apt 2 (Case No. 2)	16 Grace Church Realty LLC c/o Juan Ceoeda	10/20/14	12/04/14		05/05/16				
92 Purdy Ave. (Case 1)	Panagioti Sinis/ Pierre Sinis	10/29/14	12/04/14		05/19/16				
109 Adee St.	Vilma Cochachi	11/14/14	12/04/14		05/19/16				
2 South Main St. (Case No. 3)	Pierre Sinis / Panagioti Sinis	12/10/14	01/08/15		08/11/16				
6 South Main Street	Pierre Sinis / Panagioti Sinis	12/10/14	01/08/15		08/11/16				
216 Madison Ave	216 Madison Ave. Corp., c/o Martin Olivieri	11/24/14	01/22/15		09/08/16				
1-11 Willett Avenue (BarTaco Restaurant) (2)	E.O.S. Realty, LLC	11/26/14	01/22/15		05/05/16				
108 Soundview St.	Dinarte Pereira	12/03/14	01/22/15		07/07/16				
47 Sands St.	Pedro I. Santos & Ninfa Santos	12/23/14	02/05/15		07/14/16				
61 Oak St.	Annette James	12/23/14	02/05/15		05/05/16				
24 Madison Ave	Richard Stingone	12/24/14	02/05/15		05/19/16				
2 Lockwood Pl	J.J.L. Lockwood Corp. c/o: Louis Varmo	12/23/14	02/26/15		07/07/16				
46 Sylvan Rd.	Fanny Y. Rios	01/05/15	02/26/15		07/21/16				
47 Fox Island Rd.	Thomas J. Bottiglieri & Albert Fanelli	01/16/15	02/26/15	05/05/16	05/05/16				1,250.00
172 Highland St.	Alfonso Paltin & Rosa Paltin	01/22/15	02/26/15		06/23/16				
1 Madison Avenue	Marcelo Duche	01/29/15	03/12/15		07/21/16				
78-80 Poringo St.	Ernesto Rodriguez & Augus Rodriguea	02/09/15	03/12/15		09/15/16				
48 Irenhy (Case No. 2) (sidewalk obstruction)	Nalini Singh	02/13/15	03/12/15		11/12/15				
544 Locust Ave	Greater Westchester Property Group LLC c/o Finishing Touches	02/09/15	03/26/15		07/21/16				
334 Willett Ave.	Vincent Ferraro	02/11/15	03/26/15		07/14/16				
89 North Regent St.	Juan Sabillon & Ana Sabillon	02/13/15	03/26/15	06/16/16	06/16/16				2,500.00
422 North Main St.	Rohr, Rohr, Rohr and Bennett	02/17/15	03/26/15		08/18/16				
29 N. Main St.	RJL Restaurant Inc. c/o Robert Luiso	02/20/15	04/09/15		05/05/16				
Willett Ave. 142.23-1-17	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	02/20/15	04/09/15		06/23/16				
King St. 142.30-2-29	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	02/20/15	04/09/15		06/23/16				
Horton Avenue (S-136.79 B-1 L-43)	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	02/23/15	04/09/15		06/23/16				
Broad St.	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	02/23/15	04/09/15		06/23/16				
John St. 142.46-1-7	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	02/24/15	04/09/15		06/23/16				
S. Main St. 142.53-1-2	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	02/25/15	04/09/15		06/23/16				
Broad St. 142.30-2-23	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	02/27/15	04/09/15		06/23/16				
Broad St. 142.30-2-23.1 (sidewalk)	MTA (Metro Transit Authority) c/o Thomas F. Pendegast	03/04/15	04/09/15		06/23/16				
29 N. Main St.	RJL Restaurant Inc. c/o Robert Luiso	03/20/15	04/09/15		01/14/16				
457 West Street (Case No. 1) Exterior	Angilo Elusma	02/25/15	04/23/15		05/19/16				
240 Madison Ave.	Alberto Salvador Alvarez, Juan Cevallos & Lilia Monge	02/27/15	04/23/15		01/07/16				
11 South Pearl St.	11 South PS INC c/o Law Office of Anthony R. Tirone, Esq PC	03/19/15	04/23/15	4/14/2016	07/07/16				350.00
63 Armett St.	Luis Guiracochoa	03/04/15	05/07/15		06/23/16				
417 N. Main St.	417 North Main Street Inc., c/o: Eftymia Papadopoulos	03/11/15	05/07/15	4/14/2016	08/11/16				7,500.00
109 Adee St.	Vilma Cochachi	03/30/15	05/07/15		10/15/15				

Court Case History Management Report (January 1, 2013 - July 12, 2016)

Address of Current Court Cases	Defendant(s)	C-A/T Date	1st Court Date	Disposition Date	Adjournment /Court Date	Amount of Days	ZBA/NY State Board Review	Extension Fee	Fine
30 Bush Ave. (Case 2) AMENDED	Willbert A. Robles	04/01/15	05/14/15		08/25/16				
439 West St.	Giuseppe Cabibbo & Elvira Cabibbo	04/01/15	05/14/15		08/11/16				
2 Highland St. (AMENDED)	JRK II LLC, DBA Byram Self Storage II LLC	04/13/15	06/11/15		12/10/15				
Waterfront Pl & 30-48 S. Main St.	G & S	04/14/15	06/11/15		08/18/16				
38 Perry Ave. (Case 2)	Scott Simonsen	04/21/15	06/18/15		09/04/15				
5-7 Ridgeview Place	Maria Romeo & Romeo B. Delisa	04/29/15	06/18/15		07/07/16				
92 Purdy Ave. (Case 2)	Panagiotis Sinis c/o Piere Sinis	05/05/15	07/09/15		05/19/16				
89 Fox Island Rd.	Conncavage Marine Construction, Inc. c/o Nicholas Concavage	05/06/15	07/09/15		07/21/16				
115 Midland Ave.	Luis Lopez & Aldofina Cabera	05/28/15	08/13/15		05/12/16				
52 Soundview St.	Janeth Campos	05/21/15	07/23/15		07/07/16				
77-79 Elmont Ave	Elmont Holdings, LLC	06/16/15	08/06/15		07/14/16				
31 Bush Ave.	Roberto Alcantara	06/15/15	08/06/15		07/07/16				
115 Rectory St.	115 Rectory St. LLC c/o Rama Balidemaj	06/23/15	08/06/15		07/07/16				
562 Willett Ave.	Juan Carlos Rodriguez & Melina Bustamante	06/17/15	08/20/15		06/23/16				
235 Locust Ave.	Efthymia Papadopoulos	07/07/15	09/10/15	04/14/16	04/14/16				
330-350 South Regent St.	Port Chester Apartments, Inc. c/o Charles Rosabella	07/10/15	09/10/15	05/19/16	05/19/16				500.00
23 Washington St.	Zoe Zambrano c/o Charlotte Garcia	04/15/15	06/18/15		07/07/16				
47 Fox Island Rd. (Case No. 2)	Thomas J. Bottiglieri & Albert Fanelli	06/25/15	01/07/16	05/05/16	05/05/16				combined
23 Washington St. (Case No.2) grass	Zoe Zambrano c/o Charlotte Garcia & Wells Fargo Co c/o John Stumpf	06/17/15	08/20/15		03/17/16				
200 William Street (Case No. 3 fire watch)	World Prop Upstate LLC/Independence Rity/926 PC Mgmt Grp	06/16/15	08/20/15		05/19/16				
26 Sherman St.	Vincent J. Marianacci	07/18/15	09/24/15		07/07/16				
140-142 Smith St.	Frank Lucisano	07/18/15	09/24/15		06/23/16				
1 Betsy Brown Rd.	Gilberto Dearaujo	08/03/15	09/24/15		07/21/16				
13 Leonard St.	Kevin O'Connor (Deceased) & Delma O'Connor	08/03/15	09/24/15		09/15/16				
328 Willett Ave	Donato Pagnotta & Geraldina Pagnotta	08/28/15	10/22/15		08/18/16				
517 Willett Ave	Manuel Nieto & Lois Nieto	08/31/15	10/22/15		05/12/16				
234 Mortimer St.	Denis McConway & John McConway	09/02/15	10/22/15		08/11/16				
172 Rectory St.	Julio Rivera & Ana Amador	09/09/15	10/22/15	Closed by Prosecutor	03/17/16				0.00
129 Oak St.	Philip Dorazio & Nicole Dorazio	09/27/15	11/19/15		06/23/16				
416 Willett Ave. Case 2	Piotr Potapowicz / Mario Potapowicz	09/27/15	11/19/15		09/15/16				
10 Madison Ave.	Rita Cardenas & Yadira Cardenas	10/03/15	11/19/15		06/23/16				
3 Oakridge Drive (Case 1)	Ann Glennon	10/08/15	11/19/15		08/11/16				
6 Quintard Dr.	Stephanie Mills	09/28/15	11/05/15		01/14/16				
322-324 Westchester Ave.	Jorge Gonzales	09/22/15	11/19/15		08/11/16				
340 King St.	Ramon E. Vasquez & Flor Vasquez	10/14/15	11/05/15		05/19/16				
114 N. Main St.	Francesco Antolino, Inc. c/o: Francesco Antolino	10/15/15	12/03/15		07/07/16				
69 Fox Island Rd.	Edgar Maud & Rosa Murad	10/16/15	12/03/15		09/15/16				
78 Glendale Ave	Estate of Rose Cumming & 7 other parties of interest	10/16/15	12/03/15		08/18/16				
1-11 Willett Avenue (BarTaco Restaurant) (3)	E.O.S. Realty, LLC c/o Rosemarie Solano	10/22/15	11/05/15		05/05/16				
32 Fox Island Rd	Iron Ridge Associates LLC	10/23/15	11/05/15	04/21/16	05/05/16				1,500.00
122 N. Main St.	J. P. Morgan Chase & CO c/o Industry Consulting Group	11/11/15	12/17/15	06/09/16	06/09/16				1,500.00
249 Willett Ave	Walter Japa & Laura Morocho	10/26/15	11/19/15		09/15/16				
416 Elm Street	Federal National Mortgage Assoc. (2 other parties)	10/27/15	12/03/15		07/12/16				
602 N. Main St.	602 North Main Street Realty Corp	10/29/15	12/17/15		07/21/16				
144 Smith St. (Case No. 2)	Francisca Quiroa De Calderon/Marvin A. Calderon	10/29/15	12/03/15		07/07/16				
136 Pearl St.	Manuel Nieto & Lois Nieto	10/30/15	12/17/15		07/21/16				
16 N. Main St.	Post Road Iron Works Inc.	11/10/15	01/07/16		07/07/16				
33 Quintard Dr.	William McKinzie & Teresa Vidal	11/10/15	01/07/16		07/14/16				

Court Case History Management Report (January 1, 2013 - July 12, 2016)

<i>Address of Current Court Cases</i>	<i>Defendant(s)</i>	<i>C-A/T Date</i>	<i>1st Court Date</i>	<i>Disposition Date</i>	<i>Adjournment /Court Date</i>	<i>Amount of Days</i>	<i>ZBA/NY State Board Review</i>	<i>Extension Fee</i>	<i>Fine</i>
122 N. Main St.	JP Morgan Chase & Co c/o CEO James Dimon	11/11/15	12/17/16		01/14/16				
143 Irving Ave.	Belos Properties LLC c/o: James Eliopoulos	11/17/15	01/07/16	05/12/16	06/23/16				100.00
19 Smith St (Westchester Ave)	St. Peters Episcopal Church	11/16/15	01/21/16		07/07/16				
18 Mill St.	Tarry Realty LLC c/o Mark A Coscia, Managing Member	11/20/15	01/21/16		05/05/16				
411 Westchester Ave. Apt 6-V	Joseph J. Caspi, Inc. c/o James Caspi, CEO	12/04/15	12/17/15	04/14/16	06/23/16				500.00
29 Clark Place	Esau Rodriguez & Silvia Rodriguez	11/17/15	01/21/16		05/19/16				
16 Grace Church St. (Case No. 3)	16 Grace Church Realty LLC	11/11/15	01/21/16		08/18/16				
42 Alto Avenue	Andre Marcinkowski	12/03/15	01/21/16		05/19/16				
151 Terrace Ave.	Cesar Marin & Ximena Marin	12/17/15	02/04/16		05/19/16				
23 Palace Place	Crown Royal, LLC c/o Finishing Touches c/o Len Cannavo	12/16/15	02/04/16		07/07/16				
6-12 Grace Church St.	Grace Associates	01/05/16	02/04/16		09/08/16				
71-73 Elm St Ave	Blue Mountain Partners, LLC c/o Finishing Touches c/o Len Cannavo	12/16/15	02/04/16		07/07/16				
142 Terrace Ave.	Miguel A. Moscoso	01/16/16	02/16/16		05/05/16				
363 N. Main St.	Barbara Zaccagnini	01/06/16	02/18/16		05/05/16				
472 Ellendale Ave	Fortunato Condori	01/14/16	02/18/16		05/19/16				
400 N. Main	400 North Main Street LLC c/o Rama Balidemaj	01/12/16	02/18/16		07/07/16				
73 Smith St.	Mei Fang Lin	02/05/16	03/24/16		05/05/16				
35 Summit Ave Apt 3J	35 Summit Avenue Owners, Ltd.	02/08/16	03/24/16		09/15/16				
130 Midland Ave.	Mary Jean Vaccaro Annuity Trust & William Vaccaro Annuity Trust	02/08/16	03/24/16	05/05/16	06/09/16				750.00
457 West Street (Case No. 2) Interior	Angilo Elusma	02/12/16	03/24/16		05/19/16				
73 Smith St.	Mei Fang Lin	02/05/16	03/24/16		05/05/16				
140 South Main Street	BW South Main LLC c/o Platte, Klarsfeld, Levine & Lachman LLP	03/19/16	04/21/16		07/07/16				
151 Westchester Avenue (Case 1)	The Capitol Theatre LLC c/o Peter Shapiro	03/08/16	04/21/16		07/21/16				
151 Westchester Ave (Case 2)	Alert Systems, LLC aka Security Specialists c/o Daniel W. Budinoff Managing	03/08/16	04/21/16		07/21/16				
517 Willet Ave (Case No. 2)	Manuel Nieto & Lois Nieto	03/31/16	05/19/16		07/21/16				
72 Glendale Pl.	Jeanette Anello & Parties of Interest	04/01/16	05/19/16		06/23/16				
37 Summit Ave. Apt. 3A (Case No. 2)	35 Summit Avenue Owners, LTD c/o Iliana Maldonado CEO, Patriot Management Corporation	04/07/16	05/05/16		09/15/16				
47 North Main St.	Miguel Espinoza & Rosali Espinoza	04/12/16	05/19/16		07/07/16				
Willet Ave AKA 290 Willet Ave.	Castle Port Chester LLC	04/13/16	05/19/16						
151 Westchester Ave. (Case 3)	The Capitol Theatre LLC c/o Peter Shapiro	04/28/16	06/09/16		07/21/16				
151 Westchester Ave. (fire prot. System) Case 4	Thomas P. Bailey, General Manager	03/28/16	06/09/16		07/21/16				
151 Westchester Ave (fire alarm impaired) Case 5	The Capitol Theatre LLC c/o Peter Shapiro	03/28/16	06/09/16						
29 Gilbert Place	Robert Chapderlane & Geraldine Piovesan	05/08/16	06/23/16						
115 Midland Ave.	Luis Lopez, Adolfin Caberera, ECUSA Inc.	05/12/16	06/09/16						
290 Olivia St.	Margaret Del Vecchio	05/20/16	07/07/16		07/21/16				
113 N. Main St.	Opus 113 Corp. c/o Bart A. Didden, CEO	05/25/18	07/07/16						
1-11 Willett Ave	EOS Realty, LLC c/o Rosemarie Solano								
119 North Main St.	Bar Taco Port Chester LLC c/o Barteca Restaurant, LLC	05/18/16	07/07/16						
119 North Main St.	Cabernet 119 Realty Corp	05/20/16	07/07/16						
553 Boston Post Road	Embee Stores of Port Chester LLC	05/20/16	07/21/16						
551 Boston Post Road	Embee Stores of Port Chester LLC	05/20/16	07/21/16		07/21/16				

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<i>Address of Current Court Cases</i>	<i>Defendant(s)</i>	<i>C-A/T Date</i>	<i>1st Court Date</i>	<i>Disposition Date</i>	<i>Adjournment /Court Date</i>	<i>Amount of Days</i>	<i>ZBA/NY State Board Review</i>	<i>Extension Fee</i>	<i>Fine</i>
Total Open Cases:	188								
	TOTAL - Fine Levied in 2013 - Pierce								341,850.00
	TOTAL - Fine Levied in 2014 - Pierce								225,800.00
	TOTAL -Fine Levied in 2015 - Pierce/Cervinka								75,584.00
	SUB TOTAL - Fine Levied in 2015 - Pierce								38,534.00
	SUB TOTAL - Fine Levied in 2015 - Cervinka								37,050.00
	SUB TOTAL - Fine Levied in 2016 to Present - Cervinka								24,450.00

ENGINEERING

Monthly Reports: March to July 12th, 2016

Contracts:

1. 201 Grace Church Street: Continuous correspondence to acquire Con Ed disconnects so that Applicant awarded contract can file with the Building Dept. for removal of structure.
07/11/2016: Met with contractor and Kevin past Friday. Meeting at site on Monday AM when building will be demolished.
07/12/2016: Building in process of being demolished.
2. 1 Betsey Brown: Work almost completed. Equipment is still on site.
07/07/2016: Equipment removed, manifests submitted. Kevin has to clear permit.
3. Police Station Roof Parapet Repair: Contractor has started work for repairs to the Police Station on contract. Inspected site 06/16/2016 and spoke with contractor. Scaffolding being installed along side of building for work on the outer side of the parapet and opening in the wall. Will inspect roof area when contractor notifies me on work in progress. Question on amount of wall replacement raised on contract.
07/05/2016: Chief informed me that Detective Division had a leak. Notice sent out to contractor. Went to Police Station and discovered that leak was due to pipe to mechanical equipment on roof that was not covered in contract. Rocky and Moe put caulking around pipe.
4. Fire House Aprons (Bid #2016-02): 07/07/2016: Prepared resolution for BOT to authorize contracting Paladino Concrete Creations at \$208,604.00. Two stations to have aprons at this time are 209 Westchester Ave. and Station #4 at 464 Westchester Ave.
5. Traffic Study for Parkway Drive: 07/11/2016: Preparing Purchase Order for Traffic Study with Adler for Parkway Drive. Informed Joe G. on progress.
6. Columbus Sport Lighting - 07/11/2016 - Preparing resolution for; However, lowest bidder came in well over budget line for project. Budget will have to be adjusted or limited or project re-bid.
7. Edgewood Park Parking Lot - 07/07/2016 - 201 Grace Church Street –obtained bid documents from Clerk’s Office. Plan shows parking layout outside envelope of structure under demolition. Retention system also included in design. Resolution to be prepared for BOT to award contractor project. Dolph recommends Peter J. Landi, Inc. at \$106,835.00. Site budgeted for \$144,000.00 minus \$31,950 for demo and abatement leaving \$112,050.00.

Projects:

1. Bulkhead: Several meetings were held with Boswell Engineering with a presentation being made on June 7th to the committee showing alternatives and costs for bulkhead replacement. Also the center park area was addressed and suggestions were made to making it a focal point

for visibility to the public via a gazebo and flag mast with a nautical theme and to incorporate the 150th anniversary.

07/05/2016: BOT was updated by Eric on Boswell Engineering and their intent to make a presentation before them.

2. Lumen Project: Resolution being prepared by Law Dept.
07/5/2016 BOT wants presentation on light intensity.
3. 50/50 Program: Prepared mailing list. Must meet with Tony to prepare resolution for BOT
Dolph had revised plans on June 24th, 2016. Had to retrieve properties that were now eligible and prepare list for Schedule A to add to resolution.
7/8/2016 Resolution prepared and forwarded to Tony for review.
4. DPW Trailer: Since original quote from Cassone was over a year ago, had to research and request updates for temporary office trailer. 07/11/2016 – Cassone sent update for cost of trailer that was not code compliant (\$31,180 plus \$1,500 for ADA stairs plus \$1,075 for delivery and block and level charges) and (\$39,242 plus \$1,500 for ADA stairs plus \$1,075 for delivery and block and level charges) for one that was code compliant. I checked with other companies and Cassone has the best price. Must check for State Contract before putting in a Purchase Order.

Traffic:

Regarding Traffic at Lyons Park: Sent out emails to various traffic engineers for their response. Received cost list from JMC. Awaiting estimate from Umesh Avadhani, B-A Engineering, P.C. Hope to get it this week. Prepared Traffic Report for Summary of conditions and solutions (See Attached).

07/07/2016: Contacted JMC and AB Engineering for cost rates. Adler came in at a reasonable cost for study. 07/11 Met with Leonie to determine procedure to contract for professional services. (See *Contracts*).

Grants:

1. Clean Water Grant: Engineering section complete for Eric and proposal submitted by the June 20th deadline.
2. Long Island Sound Fund: Eric has been working with Lenny for additional funding for our sewer improvements.

Complaints:

340 Willett Ave. Date: June 8, 2016

Re: 340 Willett Ave., Port Chester, N.Y. ***Investigative Description:*** On May 22nd, 2016 this office received a complaint regarding blockage of the sanitary sewer main along Willett Ave. The homeowner residing at 346 Willett Ave. and other residents have had several blockages due to heavy grease buildup in the main for the past 10 years. We had Dolph Rotfeld Engineering perform a

video of the sewer line on June 2nd, 2016 starting from the manhole at the corner of Cleveland Street and Willett Ave. and running to Chestnut and Rectory Streets. The video shows the line was clear up onto blockage about 270 feet where it is clearly evident that a heavy grease discharge is emanating from the sewer line serving 340 Willett Ave. This location has a business establishment called Marini's Deli with a catering operation. It has been determined that this business operation is the cause of these blockages. The Plumbing Code of New York State prohibits the discharge of grease into the public sewer system and must comply with Section 1003 for interceptors and separators. It is necessary for the business catering and food preparation operation to properly install a grease interceptor and properly maintain it to prevent any blockages and damage to the Village's sewer line. These blockages have been a cause for irritation and cost to the neighbors and taxpayers. The establishment must be put on notice that they are in violation of the code and an onsite inspection should be made to determine if there is an interceptor and if it is being properly maintained.

PLUMBING CODE OF NEW YORK STATE - SECTION 1003 INTERCEPTORS AND SEPARATORS

1003.1 Where required. *Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes.*

Attached are still photos for the buildup and their location. Google Earth saved image measures approximately 270 feet from the manhole at the corner of Cleveland Street and Willett Avenue where 340 Willett Ave. is located. A visit to the site verified the distance was approximately 270 feet.

06/10/2016 Lawrence will proceed with violation notice.

Planning Reviews (Applications referred to my office for review and comments):

1. 601 North Main Street
2. 531 North Main Street
3. 115 Pearl Street
4. 999 High Street
5. 314 & 316 Boston Post Rd
6. 82 Fox Island Rd.
7. 139 South Main Street
8. 202 South Regent Street
9. 167 Irving Ave.
10. 136-194 South Main Street

Planning Dept. Meetings with issues:

1. 06/2016 Location on Main Street and Westchester Ave. Robert Martin Developer and associates came in to discuss issue regarding an underground drain cutting across their parcel known as the Bulkley Drain for Bulkley Brook. Developer wants Village to take responsibility for drain and determine condition. Records are being researched to determine if the drain is private or public domain and if any easements are in existence. Discussed issue with Tony and referred to Clerk's Office for any past records. So far, nothing relevant. Tony recommends that a title search be done. Ultimately the question is whether the Village should allow the developer to build over any easements. Since the developer wishes to build, it should be their

responsibility to determine what exists and how to structurally remedy the situation. All facts must be obtained prior to meeting for a solution and position respecting the Village.

The Marina: Researching utility lines with Con Ed for underground vs. applicant's request to relocate across the street. 7/11/2016 - Spoke with Mr. Luigi Vingo (Public Affairs Manager) who is familiar with the project and their position is that both proposals for either underground or relocated poling across the street are both acceptable.

The person who originally managed the layout is no longer in the area. Luigi was present at the meetings and the alternate layout was requested since going underground was too expensive. Regarding safety Con Ed has no objections to either plan. Both are acceptable and the choice remains with between the contractor and Village. Preparing analysis as the Village Engineer and Con Edison's position for Planning.

07/12/2016 – Received slide point presentation from Cuddy and Fedder showing both proposals and costs.

Building Dept. Reviews (Application referred to my office for review and comments):

1. 54 Haines Ave
2. 2 Barrett Lane
3. 217 Westchester Ave.
4. 474 Westchester Ave.
5. 142 Grandview Ave.
6. 2 Rockledge Abe
7. 62 Breckenridge Ave.
8. 33 New Broad Street
9. 45-47 Eldridge Street
10. 1 Shore Road
11. 2 Rockland Ave.
12. 211 Irving Ave.
13. 152 King Street

Street Opening Permits:

DPW - Street Opening Permits: 68 permits issued for street openings, sidewalk repairs, etc. including Con Ed and Suez Water.

Dolph Rotfeld:

Held several meetings with Dolph. Able to get copies of Port Chester Sanitary Sewer Survey. Working with Dolph for preparation of bid proposals for street work.

06/2016 received revised plans dated 06/24/2016 for 50/50 program.

06/2016 received plans for Columbus Park Lighting

06/2016 received plans for 2016 Road Resurfacing

Administrative and Legislation updates:

Preparing updates to street opening permit applications and to revise fee schedules for reviews from Planning and Building. Also, to update and modify fees for work within the right of way.

07/07/2016 Preparing Project excel sheet for active projects, bids, resolutions, scheduling, etc. Had several meetings with Leonie regarding capital projects and status therein.



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & ECONOMIC
DEVELOPMENT

222 Grace Church Street, Rm. 202
 Port Chester, NY 10573
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Eric Zamft, AICP, Director
 Andrea Sherman, Planner
 Constance Phillips, Planning Commission Secretary

ACTIVE PLANNING AND DEVELOPMENT INITIATIVES (July 2016)

PLANNING

INITIATIVE	SUMMARY	STATUS
<p><i>Redevelopment of the former United Hospital Site (Starwood)</i></p>	<p>Mixed-use redevelopment proposal for the former United Hospital site located within the Village’s PMU Planned Mixed Use District to permit: 500 “Millennial” housing units, 240 age-restricted housing units, an approx. 138-key limited service hotel, 100,000-200,000 square feet of medical office, approx. 90,000 square feet of retail, ample public and green space, and improved access to Abendroth Park.</p>	<p>The Applicant has prepared a preliminary Final Environmental Impact Statement (pFEIS). A public hearing was held on the pFEIS and proposed zoning on May 24 and June 1, 2016, with the public comment period open until June 17, 2016. The Applicant presented and the project was discussed at the May 23, 2016 Planning Commission meeting, as well as the June 2, 2016 Westchester County Planning Board meeting. Meetings with NYSDOT, the City of Rye, and the Village of Rye are on-going. The Applicant is currently preparing a final FEIS to respond to comments received. Staff, AKRF, SPR, Adler, and Dolph have been providing comments and will continue to review and provide comments. Staff has been meeting with AKRF and discussing the project with AKRF and SPR on a routine (weekly) basis to keep forward progress.</p>

<i>Redevelopment of "Retail D"</i>	Redevelopment proposal to amend the Marina Urban Redevelopment (MUR) Plan and Section 345-67 of the Village Code to create a mixed use project.	Zoning text amendments were adopted at the April 4, 2016 BOT meeting. The next step would be site plan review at the BOT once the Applicant submits a proposal.
<i>Restaurant Pad</i>	Proposal to construct an approximate 5,500 s.f. restaurant in the Marina Redevelopment Project Urban Renewal District (MUR).	The Applicant intends on submitting a site plan application for review by the BOT.
<i>Port North Zoning Petition</i>	Proposal to create a new C4-R Gateway Retail District, in conjunction with a site plan proposed for 531/601 North Main Street.	Rezoning adopted at the April 18, 2016 BOT meeting. The Planning Commission held public hearings on the application on June 27, 2016 and has been referred to the Zoning Board of Appeals and Waterfront Commission.
<i>Project Proposal Forms</i>	Intake and processing of proposals which may require review by the Planning Commission, Zoning Board, and Waterfront Commission.	On-going. Allow for tracking market trends relative to existing zoning provisions.
<i>Planning Workshops</i>	Workshop meetings with the Planning Commission to discuss various topics regarding the implementation of Comprehensive Plan recommendations and zoning amendments for BOT review.	On-going. A workshop on the Village's wireless procedures was held on March 22, 2016.
<i>LWRP Coastal Assessment Forms</i>	Intake and processing of proposals that require review by the Waterfront Commission.	On-going.
<i>Lot Line Adjustment Forms</i>	Intake and processing of proposals that require a lot line adjustment.	On-going. First application with the new forms and procedures was processed in April 2016.
<i>Wireless Code</i>	Update the Village's Wireless Code to reflect Federal Regulations and recent changes in technology.	On-going. A workshop on the Village's wireless procedures was held on March 22, 2016. Staff has drafted amendments to the existing code to respond to Federal Regulations as a short-term action item;

		staff will then draft fuller revisions to the wireless code. The BOT will hold a public hearing on the short-term action item at its July 18, 2016 meeting.
<i>Micro-Alcohol Establishments</i>	Zoning text amendments to possibly permit non-bar, alcohol-related establishments within particular districts within the Village.	Staff has drafted proposed zoning text amendments for consideration by the BOT and will present the proposal at the July 18, 2016 BOT meeting.
<i>Westchester County Route 7/13 Transit Analyses</i>	Study by Westchester County Department of Transportation and Public Works regarding potential changes to Routes 7 and 13.	Staff has attended two stakeholder meetings/public workshops held by the County, will attend an upcoming meeting on July 13, 2016, and will continue to provide input when necessary.
<i>Pace Land Use Leadership Alliance Training Program</i>	The Village has been selected to participate in Pace University's Land Use Leadership Alliance Training Program (LULA), which will be held in the Fall of 2016.	The Village has nominated 5 individuals to be a part of the LULA Program and will continue to coordinate with Pace in preparation for the Program.
<i>Coordination with Village Engineer and Building Inspector</i>	Streamlining process to review development applications.	On-going.
<i>Form-Based Code</i>	Preparation of Village Form-Based Code, Build Out Scenario, and GEIS.	Awaiting funding source and go-ahead.
<i>Census Re-Evaluation</i>	Apply to the U.S. Census Bureau to recount population and other census units.	Staff discussing with Village Manager.

GRANTS

INITIATIVE	SUMMARY	STATUS
<i>Grant Writing Services: Millennium Strategies, LLC</i>	A major priority of the village continues to be grant application submissions throughout local, state and federal sources. A professional grant writing firm to augment services provided by village staff bolsters successful applications.	Millennium and staff continue to assess upcoming grant opportunities. The Department is currently working with Millennium Strategies on a number of applications due in Summer 2016, notably a number of CFA opportunities, due July 29, 2016 (see below).
<i>Dept. of State Grant: Bulkhead Design and Construction Documentation + Permits</i>	Application, management and oversight of awarded 2013 Department of State Local Waterfront Revitalization Program grant for the repair of the collapsed bulkhead with new public activity platform: implementation of final design and construction documentations plus all applicable permits for the collapsed bulkhead. Application, management and oversight of other applicable local, state and federal grant opportunities.	DOS-LWRP FY2013-2014: awarded \$225,420 for design and construction plans + permits. The BOT established a project advisory committee per DOS contract agreement. Kick-off meeting in January 2016. Staff has participated on numerous conference calls with Boswell to discuss the status of the project, data needs, upcoming schedule, and action items. A meeting with the Steering Committee occurred on June 7, 2016 to discuss alternatives for the bulkhead itself, the promenade, and the creation of active, open space. An open house/charrette was held on June 28, 2016. Boswell will present their alternatives at the July 18, 2016 BOT meeting. Staff will continue to coordinate with Boswell in advancing the project.
<i>New York State Regional Economic Development Council (REDC) Grant Funding</i>	The Regional Economic Development Council initiative (REDC) is a key component of Governor Andrew M. Cuomo's transformative approach to State investment	Village currently working with Millennium Strategies on preparing for the CFA 2016 applications, due July

	and economic development. In 2011, Governor Cuomo established 10 Regional Councils to develop long-term strategic plans for economic growth for their regions. The Councils are public-private partnerships made up of local experts and stakeholders from business, academia, local government, and non-governmental organizations. The Regional Councils have redefined the way New York invests in jobs and economic growth by putting in place a community-based, bottom up approach and establishing a competitive process for State resources.	29, 2016.
<i>New York State Community Development Block Grant Funding</i>	State funding through the Office of Homes and Community Renewal (OHCR) including housing, public infrastructure, public facilities, economic development, etc. Total funding allocated for Westchester Communities is \$4.1 million.	Awarded. All paperwork has been provided to OHCR, based upon direction provided, including a workshop that staff attended. Staff working with Dolph Rotfeld to prepare bids later in 2016.
<i>New York State Environmental Facilities Corporation – State Revolving Fund</i>	New state program to facilitate the replacement and repair of wastewater infrastructure and to fund projects that will result in the greatest reduction in risk to public health. Eligible projects include rehabilitation of wastewater treatment plants, repair/rehabilitation of sanitary sewers, and energy efficiency upgrades to wastewater treatment plants.	Staff, working with Dolph Rotfeld, and Millennium Strategies submitted application on June 20, 2016.
<i>Mid-Hudson Regional Economic Development Council (REDC) Downtown Revitalization Initiative (DRI)</i>	In 2016 Governor Cuomo established the Downtown Revitalization Initiative (DRI), which will invest \$10 million in each of 10 communities in each of the 10 REDCs throughout State ripe for development to transform them into vibrant communities where tomorrow’s workforce will want to live, work, and play.	Village submitted two applications to the Mid-Hudson REDC on May 27, 2016: 1) Old Village, New Downtown and 2) Redevelopment of the United Hospital Site and the Public Realm. Village was not awarded the DRI grant.

ENVIRONMENTAL PLANNING

INITIATIVE	SUMMARY	STATUS
<i>FEMA Emergency Management Planning</i>	The Federal Emergency Management Agency aims to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards. The Village is currently undertaking an action plan for hazard mitigation and resiliency planning, and staff will continue working with FEMA to execute proper procedures concurrent with local, state, and federal objectives.	Staff attended a public meeting on June 7, 2016 regarding a potential upcoming FEMA study in the region. Staff will continue to work with FEMA to execute high standards for public safety as related to disaster mitigation.
<i>Hazard Mitigation Planning (County-wide Plan)</i>	Westchester County preparation county-wide hazard mitigation planning, i.e. hurricanes, blizzards, flooding, etc. Completion ensures eligibility for emergency management funding.	Village adopted the 2015 Westchester County Hazard Mitigation Plan on March 21, 2016. Staff working with Westchester County towards State and Federal approval.
<i>MS4 Permit Management</i>	Municipal separate storm sewer system (MS4) permit required by Federal Government under the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) program to prevent harmful pollutants from being washed or discharged into a waterbody.	Annually. NYSDEC Audit completed June 2 for compliance review. Village Staff provides structure and assistance for future audits.
<i>Local Waterfront Revitalization Program (LWRP)</i>	Update to adopted 1992 village waterfront policy and vision plan. Guidelines for Waterfront Commission project consistency review.	Staff had discussion with NYSDOS staff and counsel regarding the draft LWRP and is awaiting directions on additional revisions. Once they are satisfied, a draft of the LWRP will be made available for a 60-day public comment period. After that 60-day period, the Village would be able to adopt the LWRP locally; the State and Federal adoption of the LWRP would take longer, but would not impact our ability to utilize it to evaluate projects.

VISIONING, BRANDING, AND ECONOMIC DEVELOPMENT STRATEGIES

INITIATIVE	SUMMARY	STATUS
<i>Economic Development Promotional Material</i>	Economic development promotional materials citing Comprehensive Plan, Strategic Plan, LWRP vision. Coordination with IDA Strategic Planning efforts.	On-going. Staff works with the Industrial Development Agency and provides project information where applicable.
<i>150th Anniversary</i>	Proposed formation of a steering committee to complete specific beautification projects in anticipation of the Village's 150 th anniversary in 2018. Possible projects include: <ul style="list-style-type: none"> • Streetscape improvements • Area branding • Placemaking Charrette • Historic preservation designation • New/improved greenspace and/or bike and pedestrian amenities • Area-wide programs/events/initiatives 	Port Chester awarded a \$10,000 grant under the Empire State Development – Market New York program. Grant focuses on promotional strategies to regionally market Port Chester in light of the village's 150 th anniversary in 2018. All paperwork has been provided to New York State and project can proceed. Committee to be established.
<i>Mobility and Parking Management Action Plan</i>	With a busy and vibrant downtown that is growing, the Village is concerned about mobility within and out of the downtown area and whether it has adequate parking today and in the future. Staff is preparing an RFP that for a strategic, action-based Mobility & Parking Management Plan, with a focus on the downtown area. The results of this effort will inform planning, policy, investment, and economic development decisions. The key to the effort will be the identification discreet actionable items.	RFP release on May 4, 2016. Questions were received by May 17, 2016, with responses provided by the IDA on May 24, 2016. Seven responses were received by June 10, 2016. Staff has provided its review of the proposals and will be present at the July 13, 2016 IDA meeting where three short-listed firms will be interviewed.

ADMINISTRATION

INITIATIVE	SUMMARY	STATUS
<i>Records Management</i>	Maintains and records all planning, zoning files including escrow accounting for active applications	On-going
<i>Board/Commission Management</i>	Staff, professional development; professional certification	On-going
<i>IDA Management</i>	Records and maintains all IDA files; liaise between Village and IDA.	On-going
<i>Web Management</i>	Maintains Planning, Zoning IDA, LDC webpages.	On-going

Planning Commission, Zoning Board of Appeals, and IDA Applications

The Department of Planning & Economic Development oversees activities for the Planning Commission, Zoning Board of Appeals (ZBA), Waterfront Commission, Industrial Development Agency, and Board of Trustees. Below are tables of both active and recently approved applications managed by the Department of Planning & Economic Development. Additional information is available through the Department's website: (http://www.portchesterny.com/Pages/PortChesterNY_Planning/index).

ACTIVE PLANNING COMMISSION APPLICATIONS

Address	Project Description	Status of Project
141 Abendroth Ave 202 South Regent Street	Site plan conditions amendments. Special exception and site plan approval for existing bakery and retail uses	Public hearing continued to July 2016. Required to appear before Zoning Board of Appeals. Planning Commission public hearing to continue pending ZBA granting of variances.
115 Pearl Street	New warehouse storage site for refrigerated trucks, includes office.	Received use determination from ZBA, public hearing scheduled for July 2016.
531 North Main Street	New retail use.	Public hearing scheduled for August 2016, pending ZBA granting of variance and Waterfront Commission consistency review.
601 North Main Street	New retail use.	Public hearing scheduled for August 2016, Waterfront Commission consistency review.
528 Willett Avenue	Site plan approval for new underground storage tank, site improvements and convenience store.	Public meeting to be scheduled. Anticipated for August 2016 meeting.
167 Irving Avenue	Re-establishment of deli and two residential units after fire.	Public hearing scheduled for August 2016, pending ZBA granting of variance.
999 High Street	Rooftop wireless facility upgrades.	Public hearing scheduled for July 2016.
194 South Main Street	New auto parts shop, approximately 6,900 sq. ft.	Public meeting to continue in July 2016.
219 Terrace Avenue	Wireless facility upgrades.	Public meeting anticipated for July 2016.
316 Westchester Avenue	Convert existing building to first floor office with three residential units, addition of on-site parking.	Public meeting anticipated for July 2016.

ACTIVE ZONING BOARD OF APPEALS APPLICATIONS

Address	Project Description	Status of Project
1 Shore Drive	Requesting variance to construct a 2 nd curb cut, driveway, and parking area in the front yard.	Public hearing continued to July 2016.
202 South Regent Street	Requesting use and parking variances.	Public hearing continued to July 2016.
83 Inwood Avenue	Requesting use variance.	Public hearing continued to July 2016.
430 Westchester Avenue	Requesting area variances.	Public hearing continued to July 2016.

531 North Main street
167 Irving Avenue

Requesting area variances
Requesting area variances

Public hearing scheduled for July 2016.
Public hearing scheduled for July 2016.

ACTIVE IDA APPLICATIONS

Address	Project Description	Status of Project
406-408 Boston Post Road and 999 High Street	Application for an exemption from all State and local sales and use taxes, mortgage recording tax exemption(s), and one or more PILOT agreements	PCIDA discussed application at June 2016 meeting.

APPROVED PLANNING/ZONING/IDA APPLICATIONS

Address	Project Description	Date Approved
74-78 Fox Island Road	Wireless facility upgrade on DPW smoke stack.	5/25/2015
400 N. Main Street	Accessory storage structure for restaurant use.	10/26/2015
509 Boston Post Road	New boutique health club facility.	7/27/2015
14 University Place	New property structures, tenant storage units.	7/27/2015
110 Westchester Ave	New dental office.	7/29/2013
74, 98 Fox Island Road	Relocation of existing laundry facility at 98 Fox Island Road to 74 Fox Island Road with expansion of existing warehouse at 98 Fox Island Road.	5/28/2015
110 Westchester Ave	New dental office.	7/29/2013
10 Pearl Street	Demolition of existing building for new restaurant and four floors of office.	5/28/2015
29, 37-39 N. Main Street	Expansion of existing restaurant into outdoor patio space.	5/28/2015
10 Bulkley Ave	Site plan approval for woodworking shop.	5/28/2015
141 Willett Ave	New health club.	5/28/2015
21 Abendroth Ave	Shared parking approval.	2/23/2015
141 Willett Ave	New health club.	5/28/2015
120 N. Pearl St	New multi-family building (50 units) with high-end amenities & parking.	10/27/2014
163 N. Main	Tarry Market Alley way.	10/27/2014
8 Slater St	Warehouse expansion for vehicle storage.	10/16/2014
25 Willett Ave	Creation of American Bar & Restaurant.	5/22/2014
242 King St	Expansion of existing office building.	5/22/2014
264 Boston Post Road	Legalization of freezer at existing drive-thru restaurant.	5/22/2014
411 Westchester Ave	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Verizon).	1/8/2015
411 Westchester Ave	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).	1/8/2015
135 S. Main Street	Site plan approval for construction of two new two-family residences.	3/31/2014
117 N. Main Street	Open a family oriented Papa John's pizza restaurant.	3/31/2014
999 High Street	Renewal for special exception use permit for wireless	1/30/2012

167-169 Terrace Ave	telecomm facility (AT&T). Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).	2/24/2014
999 High Street	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).	1/30/2012
222 Grace Church St	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).	2/24/2014
45 Townsend	Remove an existing two family dwelling and use the parcel for open storage of materials.	11/25/2013
126 North Main St	Gastropub styled restaurant featuring weekend acoustic performances.	10/28/2013
33 New Broad St	Open micro distillery as part of larger sustainable/farming operation.	1/7/2014
152 King Street	Proposed interior renovations to a 1-story building to convert existing repair bays to a convenience store.	1/3/2013
96 Perry Ave	Two-lot subdivision	1/3/2013
145 Westchester Ave	Expansion of use and operation of the space by annexing it into the adjacent existing overall operations of The Capitol Theatre.	3/25/2013
149-151 Westchester Ave	Capitol Theatre expansion of capacity use/increase occupancy from 1,835 to 2,205; add exterior walk in cooler, use of sidewalk hydraulic material lift and addition of mobile stand up bars.	3/25/2013
36 Midland Avenue	Installation of sectional overhead doors & relocation of 3 parking spaces.	3/25/2013
104 North Main Street	Reconfigure existing takeout restaurant & expand kitchen & dining room into existing adjacent tenant spaces, renovate existing basement for auxiliary use to restaurant on 1st floor, install new NFPA Sprinkler System throughout entire building.	3/25/2013
110 Midland Avenue	Installation of a self-contained cosmetic spray booth within open warehouse space in accordance with Westchester County emission permit.	4/29/2013
110 North Main Street	Raise existing roof structure to provide habitable space. Existing 2nd floor to be used as an office, storage, private dining and a service kitchen for private dining.	7/29/2013
400 Westchester Ave	Construct a rear handicap-accessible rear facility entrance with canopy and fence; Replace playground equipment	3/6/2013
275 Boston Post Road	Renovate existing vacant food service establishment into a Popeye's franchise restaurant with drive-thru.	5/30/2013
110 Westchester Ave	Provide pedestrian access from Village owned muni parking lot to rear of common property line, install new exit door, walkway with lighting new fencing and new lawn.	7/29/2013
26 Putnam Ave	Site Plan approval for continued use of an existing Sign/Graphic Design Shop (2nd fl.) and approval for a change of use (1st fl.) for current non-conforming use as a laundromat.	8/26/2013
21 Abendroth	Shared parking approval	2/23/2015
411 Westchester Ave	Modification of existing wireless facilities.	1/8/2015

500 N. Main Street	Health club approval	1/8/2015
110 Midland	Amendment to approved site plan; special exception use.	1/8/2015
70 Grove Street	Site plan approval for legally non-conforming auto body, office uses.	4/25/2016
1-11 Willett Avenue	Site plan approval for existing restaurant	5/23/2016
411 Westchester Avenue	Wireless special exception permit renewal	5/23/2016
167-169 Terrace Avenue	Wireless special exception permit renewal	5/23/2016
999 High Street	Wireless special exception permit renewal	5/23/2016
222 Grace Church Street	Wireless special exception permit renewal	5/23/2016
219 Westchester Avenue	Wireless special exception permit renewal	5/23/2016
314-316 Boston Post	New retail and office building of approximately 20,000 sq. ft.	6/27/2016
139 South Main Street	Site plan approval for existing restaurant.	6/27/2016
82 Fox Island Road	Wireless facility upgrades on DPW smokestack.	6/27/2016

POLICE DEPARTMENT
PORT CHESTER, NEW YORK

MONTHLY REPORT JUNE, 2016

TRAINING HIGHLIGHTS

In late June Police Officer Michael Sprague successfully completed the tactical phase of the Yonkers Police Departments Emergency Service School. This 5 week, highly competitive course of study prepares students to function as ESU/SWAT operators. Subject areas such as; hostage rescue, active shooter, and high-risk search warrants are covered and reinforced with simulated scenarios. Police Officers Sprague and Giandurco both officially graduated from Yonkers ESU School in a ceremony held on June 24th.

EMERGENCY SERVICE UNIT

With the graduation of police officer Sprague and police officer Giandurco, the emergency service unit now had a complement of four trained officers. Police Officer Jason Behar and Police Officer Arthur Dusenbury received prior training. In late June modifications were completed on a 2012 Chevy Tahoe to prepare it for use as our Radio Emergency Response (REP) truck. The modifications, performed by cruisers division in Mamaroneck, were funded by DEA asset forfeiture monies. They allow the storage of tactical and rescue gear, as well as 120 volt AC power for tools and emergency lighting. " Truck One" was staffed and on station for the July 9 fireworks display at port Chester high school.

INTERESTING CASES

On June 23, 2016 at approximately 5:24 PM police units were dispatched to assist Fire Department personnel at the end of Purdy Avenue on a report of a hazardous material being emptied into the Byram River. Shortly after arrival, fire personnel were directed over 60 control frequency that the 911 caller stated there was a child in the water and possibly stuck in a sewer pipe. All Police Department assets as well as EMS and the harbor units from the City of Rye Police and the Greenwich Police responded to the

scene, as did the Westchester County Police aviation unit. After at approximately 90 minute search it was determined that the 911 phone call regarding the child trapped in a sewer pipe was in fact made by a mentally challenged 32-year-old Port Chester resident with a history of falsely reporting incidents. An investigation by this Department indicated that the subject had in fact made the 911 phone call from the confines of the Town of Greenwich in the area of mill and water Street and that the call went to the Connecticut 911 system. All information was turned over to the Connecticut State's Atty.'s Office and the Greenwich Police Department for possible prosecution.

The event did have a positive side, first and foremost in that there was no victim, But further it provided a rare opportunity to test and evaluate the emergency response capabilities of the Police and Fire departments.

PUBLIC AFFAIRS

The objective of our public affairs initiative is to keep abreast of the public safety concerns of our residents, and to keep them in turn informed on law enforcement issues. The Department has taken part in several public events during the month of June. Among them:

1. African Cemetery Memorial
2. Harbor Clean Up Project

Statistics

Tickets and Arrests

CATEGORY	Dec. 2015	Jan. 2016	Feb. 2016	Mar.	April	May	June
PARKING TICKETS	4235	4550	4279	4802	3451	3819	4528
TRAFFIC TICKETS	339	539	452	493	321	649	494
ARRESTS	158	115	127	113	111	165	113
SCOFFLAWS	13	25	31	15	13	10	20

FBI Part 1 Crimes

CRIME CATEGORY	Dec. 2015	Jan. 2016	Feb. 2016	March	April	May	June
MURDER	0	0	0	0	0	0	0
			0	0	0	0	0
RAPE	0	0					
ROBBERY	2	2	2	2	0	3	2
ASSAULT	5	4	0	3	0	1	1
BURGLARY	3	2	1	4	2	2	3
LARCENY	57	33	37	25	42	37	34
MOTOR VEHICLE THEFT	3	1	1	2	2	3	2

Common Calls for Service

CALL FOR SERVICE	JAN. 2016	Feb. 2016	March	April	May	June
ACCIDENTS	118	96	122	124	147	136
AIDED CASES, MEDICAL	175	154	196	161	161	162
ALARMS	118	124	84	89	93	91
DISTURBANCES	65	7	12	9	10	7
DRIVING WHILE INTOXICATED	16	12	21	12	29	14
JUVINILE INCEDENTS	5	6	5	10	4	13
ALCOHOLIC BEVERAGE LIC CHECKS	47	8	1	1	10	0
WARRANT ARRESTS	8	9	7	19	31	22
DISORDERLY CONDUCT	7	6	8	12	19	19
SCHOOL CROSSINGS	8	5	8	48	67	15



VILLAGE OF PORT CHESTER

OFFICE OF THE VILLAGE ATTORNEY

MEMORANDUM

TO: Christopher D. Steers, Village Manager

FROM: Anthony M. Cerreto

DATE: July 12, 2016

RE: Monthly Report
May 1, 2016 to July 12, 2016

1. Board of Trustees

Attended meetings of the Board of Trustees. Drafted and approved agenda memos and resolutions. Research and drafted local laws with regard to residency requirements for public officers. and processing applications involving Section 6409 and co-located wireless telecommunications facilities.

Research and prepared memorandums of law on the oath of office requirements for Trustees who did not timely take and file oath of office and the ability of those trustees to participate and vote on matters. Conferenced with parties and special counsel Brian Sokoloff in the federal voting rights litigation and reviewed proposed addendum to consent decree to cure omission. Followed up with Assemblyman Otis regard to status of proposed special legislation he was working on to do likewise.

Consultations with special counsel, Brian Murphy, with regard to Board investigation of a personnel complaint involving the Mayor and Village Manager.

Significant time performing research, consulting with Labor Counsel and Village Manager/Assistant to the Manager and meetings on several matters related to the abolition of the career firefighter positions:

- Civil Service layoff procedures.
- Litigation with Village of Rye Brook over alleged breach of the fire protection services agreement
- Oversaw turning in of equipment and property by union)
- Union's complaint regarding improper labor practice and request for injunction with PERB.
- Demand for impact bargaining.
- Permissive referendum requirements under State Village Law
- PESH complaint

- Free speech issues involving picketing and assembly
- Open Meetings Law requirements with regard to capacity of meeting room
- Freedom of Information Law requests.
- Conflict of interest allegations against trustees

2. Litigation

David and I are handling the federal court litigation in the Save the Sound matter for the time being. Working with County/municipal defense group, reviewed and commented on the first report to the court, and consultations with County Attorney's office.

Prepared stipulation of settlement in court case involving 167 Irving Avenue with property owner who is currently making application for land use approvals to restore vacant building.

Follow up with NYMIR defense counsels and private investigator in a number of pending cases.

Contracts

Drafted and advertised a Request for Proposals (RFP) for title search work on certain waterfront access areas (RFP 2016-4) . Sought feedback on prior solicitation.

Drafted/negotiated contracts with RVT Construction for masonry repairs to Police Headquarters/Justice Court facility, Nixle emergency notification, Hubbard's Cupboard for senior citizens food service program, PMA for "tail" claims on prior Village self-insured workers compensation program and TownVillage of Harrison for use of pistol range.

Consultation with Lumen and other contracted municipalities to "piggy-back" on agreements for conversion to LED street lights

3. Planning and Zoning

Attended meetings of the Planning Commission and Zoning Board of Appeals. Prepared proposed findings of facts for ZBA. Met with attorneys and representatives for AT&T and Verizon with regard to renewal of leases for co-located wireless telecommunication facility at DPW Yard. Meetings with staff/special counsel and applicants regarding the Starwood development project and other pending and proposed land use applications. Consulted with Mark Chertok with regard to legality of community defense agreements.

4.Other Boards and Commissions

Attended meeting and research for Board of Ethics for potential changes to Code of Ethics regarding future employment and political contributions.

5.Other

Prepared Request for Proposals for the Village Prosecutor regarding a particular matter in the Village's Justice Court.

Consultation with village staff and New York Committee on Open Government with regard to Freedom of Information Law (FOIL) requests.

Follow up with demolition of vacant houses at 1 Betsy Brown and 210 Grace Church Street*

Review of title report from East Coast Abstract regarding sidewalks adjacent to railroad station. Exchanged with MTA. Follow up with MTA counsel on status of sidewalk work.

Follow up meetings to implement towing and booting local law.*

Prepared releases/waiver of liability for 2016 Port Chester Clean Up Day.

Attended Corporation Counsel Round Table meeting at Pace Law School.

Following group presentation, graduated as 2015-2016 Fellow with Hudson Valley Patterns for Progress focusing on downtown revitalization.

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VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Village Engineer

BOT Meeting Date: 7/18/2016

Item Type: Resolution

Sponsor's Name: Select Sponsor's Name.

	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 # 2016-03		
Account #:			Strategic Plan Priority Area		
	Yes	No	Quality of Life & Village Image		
Agreement	<input checked="" type="checkbox"/>	<input 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)

Discussion on Edgewood Park Parking Lot Improvements

Summary

Background:

The Parks Commission has been invited to this meeting to discuss this project and this bid award.

Proposed Action

Discuss with Parks Commission

Attachments

that the Building Inspector is to write a letter to the New York State Liquor Authority recommending that Restaurant Boca Marina, Inc.'s application for a liquor license renewal be denied



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

AGENDA MEMO

Office of the Village Attorney

Village BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

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

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

Discussion of the Future of the Amnesty Program

Summary

Background:

Trustee Ceccarelli has requested discussion of the future of the amnesty program which expired on June 30, 2016.

Proposed Action

Discuss.

Attachments



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

DISC - 03
BOT 7-18-2016

AGENDA MEMO

Office of the Village Manager

Village BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

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

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

Review of Board Rules of Procedure

Summary

Background:

It was suggested by the Board that a review of the Board Rules of Procedure is needed. Staff has compiled some other Municipal Board Rules of Procedures from municipalities in New York State, as well as a sample Rules of Procedure from NYCOM, so that the Board may compare Port Chester's Rules of Procedure to others.

Proposed Action

Discuss.

Attachments

- Rules of Procedure of the Board of Trustees Village of Port Cester
- Rules of Procedure- Village of Tarrytown
- Rules of Procedure- Village of Hastings-on-Hudson
- Rules of Procedure – Rockville Centre
- Rules of Procedure- NYCOM

SAMPLE RULES OF PROCEDURE

The following are sample rules of procedure for a village board of trustees. They may be used exclusively or in addition to *Robert's Rule of Order*. They are meant only to serve as a guideline and should be tailored to the specific needs of a particular municipality. Your municipality may wish to make its rules of procedure more extensive, but at the very least it should address the topics in the sample.

SAMPLE RULES OF PROCEDURE

Regular Meetings:

The Board of Trustees shall hold regular meetings on the 3rd Tuesday of each month. Such regular meetings shall commence at 7 p.m. and be conducted in the boardroom at village hall.

Any deviation of the foregoing paragraph shall be determined by the Board of Trustees.

Special Meetings:

Special meetings of the Board of Trustees are all those Board meetings other than regular meetings.

A special meeting may be called by the Mayor or any Trustee upon notice to the entire Board. Notice shall be given by telephone, in person, or in writing at least 24 hours in advance unless an emergency exists.

Quorum:

A quorum shall be required to conduct business. A quorum of the (5) member board of trustees shall be (3) three. In the absence of a quorum, a lesser number may adjourn and compel the attendance of absent members.

Executive Sessions:

Executive sessions shall be held in accordance with the NYS Public Officers Law §105. All executive sessions shall be commenced in a public meeting.

Agendas:

The agenda shall be prepared by the Clerk at the direction of the Mayor. The Mayor or any Trustee may have an item placed on the agenda. When possible, items for the agenda shall be given to the Clerk at least 24 hours before the meeting, however, items may be placed on the agenda at anytime, including during the meeting.

The agenda shall be prepared by noon on the day of the meeting. If necessary a supplemental agenda shall be distributed at the beginning of the meeting.

Voting:

Pursuant to Village Law each member of the Board shall have one vote. The Mayor may vote on any matter, but must vote in case of a tie.

A majority of the totally authorized voting power is necessary to pass a matter unless otherwise specified by State law.

An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.

A vote upon any question shall be taken by ayes and noes, and the names of the members present and their votes shall be entered in the minutes.

Minutes:

Minutes shall be taken by the Clerk.

Minutes shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. Minutes shall be taken at executive session of any action that is taken by formal vote which shall consist of a record or summary of the final determination of such action, and the date and vote thereon; provided, however, that such summary need not include any matter which is not required to be made public by the NYS Freedom of Information Law.

Minutes shall also include the following;

- Name of the Board;
- Date, place and time of meeting;

- Notation of presence or absence of Board members and time of arrival or departure if different from time of call to order and adjournment;
- Name and title of other village officials and employees present and well approximate number of attendees;
- Record of communications presented to the Board;
- Record of reports made by Board or other village personnel;
- Time of Adjournment; and
- Signature of Clerk or person who took the minutes if not the Clerk.

Minutes shall not contain a summary of the discussion leading to action taken or include verbatim comments unless a majority of the Board shall resolve to have the Clerk do so.

Minutes shall be approved at the next board meeting. Amendments to the minutes shall require Board approval.

Order of Business:

- Call to order
- Roll call
- Approval of minutes of previous meeting
- Report of officers and committees (list)
- Public comment period
- Old business
- New business
- Appropriations
- Auditing
- Adjournment

General Rules of Procedure:

The Mayor shall preside at meeting. In the Mayor's absence the Deputy Mayor shall preside.

The presiding officer may debate, move and take other action that may be taken by other members of the Board.

Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking.

Motions do not require a second.

A member, once recognized shall not be interrupted when speaking unless it be to call him/her to order. If a member, while speaking, be called to order, they shall cease speaking until the question of order be determined, and, if in order, he shall be permitted to proceed.

There is no limit to the number of times a member may speak on a question.

Motions to close or limit debate may be entertained but shall require a two-thirds vote.

Guidelines for Public Comment:

The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as a majority of the Board shall allow.

Speakers must step to the front of the room.

Speakers must give their name, address and organization, if any.

Speakers must be recognized by the presiding officer.

Speakers must limit their remarks to 5 minutes on a given topic.

Speakers may not yield any remaining time they may have to another speaker.

Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

All remarks shall be addressed to the Board as a body and not to any member thereof.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.

Interested parties or their representatives may address the Board by written communications.

Guidelines for Use of Recording Equipment

All members of the public and all public officials are allowed to tape or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The mayor may make the determination that the recording is being done in an intrusive manner taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the village board, size of the equipment, and the ability of the public to still participate in the meeting. If the mayor makes the determination that the recording is intrusive and has the effect of interfering with the meeting, the mayor may request an accommodation to avoid the interference and if not complied with ask the individual to leave the meeting room.

Adjournment:

Meetings shall be adjourned by motion.

Amendments to the Rules of Procedure:

The foregoing procedures may be amended from time to time by a majority vote of the Board.

BOARD OF TRUSTEES
EXECUTIVE SESSION POLICY

It is the policy of the Board of Trustees of the Village of Hastings-on-Hudson to conduct Village business in an open fashion and to make available as much information as may legally and practically be disseminated.

The New York Open Meetings Law authorizes the Board to conduct business in executive session in a number of areas. These include:

1. matters which will imperil the public safety if disclosed;
2. matters which may disclose the identity of a law enforcement agent or informer;
3. information relating to criminal investigations;
4. discussions relating to proposed, pending or current litigation;
5. collective bargaining negotiations;
6. personnel matters; and
7. the proposed acquisition, sale or lease of real property or securities.

The Board recognizes that it is authorized to use executive sessions in these situations, but will do so with restraint.

To maintain confidentiality and to encourage the uninhibited discussion of the subject(s) of executive sessions, the specific subject matter and any statements made or positions taken by all participants must remain confidential and may not be disclosed by any participant unless and until a majority of the Board votes to authorize the release thereof by the Board.

It has been and continues to be the practice of the Board that all members of the Board, acting together, come to agreement by consensus on the specific information which is to be released to the public, the suitable vehicle for reporting that information, and the timing of the reporting.

Adopted by the Board of Trustees on September 28, 1993

BOARD OF TRUSTEES
RULES OF PROCEDURE

SECTION 1 - Regular Meetings

The Board of Trustees shall hold regular meetings on the 1st and 3rd Tuesday of each month. Such regular meetings shall commence at 7:30 p.m. and be conducted in the board room at the Municipal Building or in the auditorium of the Community Center. Any deviation of the foregoing paragraph shall be determined by the Board of Trustees. Meeting dates may be shifted to accommodate religious holidays or national election days.

SECTION 2 - Special Meetings

Special meetings of the Board of Trustees are all those Board meetings other than regular meetings. A special meeting may be called by the Mayor or a majority of the Board of Trustees upon notice to the entire Board. Notice shall be given by telephone, by email, in person, or in writing.

SECTION 3 - Quorum

A quorum shall be required to conduct business. A quorum of the five (5) member Board of Trustees shall be three (3). In the absence of a quorum, a lesser number may adjourn and compel the attendance of absent members.

SECTION 4 - Executive Sessions

Executive Sessions shall be held in accordance with the New York State Public Officers Law §105. All executive sessions shall be commenced in a public meeting. (Appendix I Executive Session Policy)

SECTION 5 - Agendas

The agenda shall be prepared by the Village Manager and Village Clerk in consultation with the Mayor. The Mayor or any Trustee may have an item placed on the agenda. When possible, items for the agenda shall be given to the Village Manager the Friday morning before the meeting; however, items may be placed on the agenda at anytime, including during the meeting, by consent of a majority of the Board. The agenda shall be prepared by Friday preceding the meeting. If necessary, a supplemental agenda shall be distributed at the beginning of the meeting.

SECTION 6 - Voting

Pursuant to Village Law each member of the Board shall have one vote. The Mayor may vote on any matter but must vote in case of a tie. A majority of the totally authorized voting power is necessary to pass a matter unless otherwise specified by State Law.

An abstention, silence or absence shall be recorded as such, but shall be considered a negative vote for the purpose of determining the final vote on a matter.

A vote upon any question shall be taken by ayes and nays, and the names of the members present and their votes shall be entered in the minutes.

SECTION 7 - Minutes

Minutes shall be taken by the Village Clerk. Minutes shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. Minutes shall be taken at executive session of any action that is taken by formal vote which shall consist of a record or summary of the final determination of such action and the date and vote thereon, provided, however, that such summary need not include any matter which is not required to be made public by the New York State Freedom of Information Law.

Minutes shall also include the following:

- Name of the Board;
- Date, place and time of meeting;
- Notation of presence or absence of Board members and time of arrival or departure if different from time of call to order and adjournment;
- Name and title of other village officials and employees present in an official capacity and approximate number of attendees;
- Record of communications presented to the Board;
- Record of reports made by Board or other village personnel;
- Time of adjournment;
- Signature of Village Clerk or person who took the minutes if not the Clerk.

Minutes need not contain a summary of the discussion leading to action taken or include verbatim comments unless a majority of the Board shall resolve to have the Clerk do so. Minutes shall be approved at the next Board meeting. Amendments to the minutes shall require Board approval.

SECTION 8 - Order of Business

The order of business shall be:

- Call to order
- Pledge of Allegiance
- Roll Call
- Appointments
- Approval of Minutes of previous meeting
- Approval of Warrants
- Public Comments
- Resolutions
- Village Manager's Report
- Board Discussion and Comments
- Announcements
- Adjournment

The order of business need not be followed if the Mayor determines that it is necessary to deviate.

SECTION 9 - General Rules of Procedure

The Mayor shall preside at meetings. In the Mayor's absence the Deputy Mayor shall preside. The presiding officer may debate, move and take other action that may be taken by other members of the Board.

Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking. A member, once recognized, shall not be interrupted when speaking unless it be to call the member to order. If a member, while speaking, be called to order, they shall cease speaking until the question of order be determined, and, if in order, they shall be permitted to proceed.

There is no limit to the number of times a member may speak on a question.

Motion to close or limit debate may be entertained but shall require a two-thirds vote.

SECTION 10 - Guidelines for Public Comment

The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as the presiding officer shall allow. The presiding officer may modify these guidelines if warranted.

Speakers must step to the front of the room and speak into the microphone.

Speakers must give their name, address and organization represented, if any.

Speakers must be recognized by the presiding officer.

Speakers must limit their remarks to five (5) minutes on a given topic, and may be recognized again by the presiding officer after other speakers have had an opportunity to speak.

Speakers may not yield any remaining time they may have to another speaker.

Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

All remarks shall be addressed to the presiding officer.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.

Interested parties or their representatives may address the Board with written communications. Written communications shall be delivered to the Village Manager or Village Clerk. Speakers may not read written communications verbatim but should summarize their contents.

SECTION 11 - Use of Recording Equipment

All members of the public and all public officials are allowed to tape or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Village Board, size of the equipment, and the ability of the public

still to participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, the presiding officer may request an accommodation to avoid the interference, and if not complied with ask the individual to leave the meeting room.

SECTION 12 - Adjournment

Meetings shall be adjourned by motion.

SECTION 13 - Amendments to the Rules of Procedure

The foregoing procedures may be amended from time to time by a majority vote of the Board.

ADOPTED- July 15, 1997

Amended April 7, 2005 (Public Comment)

Amended April 10, 2007 (Order of Business)

Amended April 8, 2008 (Voting)

Amended April 21, 2009 (Regular Meetings, Special Meetings)

Amended Sept. 8, 2009 (Starting Time)

Adopted on 4/6/15

ADOPTION OF THE VILLAGE OF TARRYTOWN BOARD OF TRUSTEES OFFICIAL
RULES OF PROCEDURE

Trustee Butler moved, seconded by Trustee McGovern, and unanimously carried, that the following resolution be approved: Approved: 6-0

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby designate the following Official Rules of Procedure

Pursuant to New York Village Law §4-412(2), but subject to the other provisions of New York Law and the Village of Tarrytown Code, the following rules of procedure are adopted and shall govern the meetings of the Board of Trustees of the Village of Tarrytown:

PART A: MEETINGS

SECTION 1 - Regular Meetings

The Board of Trustees generally will hold regular meetings on the 1st and 3rd Monday of each month, with the exception of the months of June, July and August, when the meeting shall be held on the 3rd Monday of the month and due to conflicts with holidays, the following Tuesdays: September 8, 2015, January 19, 2016 and February 16, 2016. Such regular meetings shall commence at 8:00 PM and be conducted in the Boardroom at the Village Hall. Any deviation from this schedule shall be determined by the Board of Trustees.

SECTION 2 - Special Meetings

Special Meetings of the Board of Trustees are all those Board meetings other than regular meetings. A special meeting may be called by the Mayor or by three (3) members of the Board of Trustees upon notice to the entire Board. Notice shall be given in accordance with law.

SECTION 3 - Executive Sessions

Executive Sessions shall be held in accordance with the New York State Public Officers Law §105. All executive sessions shall be commenced in a public meeting (See Part C, Section 4).

SECTION 4 – Work Sessions

Work Sessions of the Board of Trustees shall be held on the Wednesday before the Monday Board of Trustees meeting noted in Section 1 hereinabove. These meetings are open to the public; however, the public shall not be permitted to comment on any issue. Individuals or groups invited to meet with the Board of Trustees at the Work Session for specific agenda items shall be permitted to comment on that specific agenda item. Notice shall be given in accordance with law.

PART B: POLICIES

SECTION 1 - Quorum

A quorum of the Board of Trustees shall be required to conduct business. A quorum of the seven (7) member Board shall be four (4).

SECTION 2 - Voting

Pursuant to Village Law each member of the Board of Trustees shall have one vote. The Mayor may vote on any matter and must vote in case of a tie. The affirmative vote of four (4) members of the Board is necessary to pass a matter unless otherwise specified by New York State Law.

SECTION 3 - Agendas

The agenda shall be prepared by the Village Clerk, in cooperation with the Village Administrator by Friday preceding the Monday meeting. An item may be placed on the agenda at any time, including during the meeting, by consent of a majority of the Board.

SECTION 4 - Order of Business

The order of business shall be:

- Call to order
- Miscellaneous and Liaison Reports
- Changes and/or Additions to the Agenda
- Village Administrator's Report
- Public Hearings and/or Public Information Meetings
- Opportunity for the Public to Address the Board Only on Agenda Items
- Resolutions
- Approval of Minutes
- Approval of Audited Vouchers
- Opportunity for the Public to Address the Board
- Adjournment

The order of business need not be followed if the Mayor determines that it is appropriate to deviate.

SECTION 5 - Minutes

Minutes at all Board of Trustee meetings shall be the responsibility of the Village Clerk, who pursuant to approval from the Board of Trustees may employ the services of a person to take minutes. Minutes of an open meeting shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. Minutes of an executive session shall be taken of any action that is taken by formal vote and shall consist of a record or summary of the final determination of such action and the vote

thereon; provided, however, that such summary need not include any matter which is not required to be made public by the New York State Freedom of Information Law.

Minutes need not contain a summary of the discussion leading to action taken or include verbatim comments unless a majority of the Board resolves to have the Clerk do so. Minutes shall be considered for approval at the next Board meeting after the minutes are received from the Village Clerk.

PART C: RULES AND PROCEDURES

SECTION 1 - General Rules of Procedure

The Mayor shall preside at meetings of the Board of Trustees. In the Mayor's absence the Deputy Mayor shall preside. In the absence of the Mayor and the Deputy Mayor, the remaining members of the Board of Trustees shall decide which member shall serve as the presiding officer. Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking. A member, once recognized shall not be interrupted when speaking unless it is to call the member to order. If a member, while speaking, be called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

There is no limit to the number of times a member may speak on a question.

Motion to close or limit debate may be entertained but shall require the affirmative vote of four (4) members of the Board.

Procedural questions which are not governed by New York State law or the Village Code or addressed in these Rules of Procedure shall be determined in accordance with Robert's Rules of Order.

SECTION 2 - Guidelines for Public Comment

The public shall be allowed to speak only during Public Hearings and Public Comment periods.

General Requirements

Speakers must be recognized by the presiding officer.

Speakers must step to the front of the room and speak into the microphone or at the lectern should one be provided. Speakers are not to approach the dais without invitation and are directed to make their remarks from the microphone or lectern.

Speakers must give their name, address and organization represented, if any.

No items or documents may be placed on the dais or presented to the Board unless either authorization is requested and granted by the presiding officer or a Board member specifically

requests to see an item. All items for presentation that are granted authorization or requested by a Board member shall be presented to the Village Clerk who shall pass it the Board.

Public Hearings

Speakers shall have ten (10) minutes to address the Board of Trustees on the specific matter that is the subject of the Public Hearing before yielding to the next speaker. Speakers may once again address the Board during the Public Hearing period for one additional five (5) minute period, but only to rebut statements made by the Board of Trustees or other speakers in regards to the matter that is the subject of the Public Hearing.

Public Comment

During the period identified as "Opportunity for the public to address the board on agenda items only", speakers shall have three (3) minutes to address the Board of Trustees. A timer shall be utilized that will beep or produce another sound to indicate that a speaker's three (3) minute time limit for Public Comment has been reached. Upon being notified that his or her time limit has been reached, a speaker shall cease speaking, leave the microphone or lectern, if one is provided, and return to his or her seat.

The presiding officer may modify these guidelines if warranted.

During the period identified as "Opportunity for the public to address the board", speakers shall have five (5) minutes to address the Board of Trustees before yielding to the next speaker. Speakers may once again address the Board during the Public Comment period for one additional three (3) minute period after all speakers have an opportunity to address the Board for their original five (5) minute period.

Board members may interrupt a speaker during the speaker's remarks, but only for the purpose of asking questions of the speaker for purposes of clarification, information or to ask follow-up questions.

All remarks shall be addressed to the Mayor and Board of Trustees.

Board members may respond to questions or comments at their discretion.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste and shall not use foul language, display unacceptable behavior, or be disruptive of the proceedings.

A timer shall be utilized that will beep or produce another sound to indicate that a speaker's five (5) minute time limit for Public Comment or three (3) minute time limit has been reached. Upon being notified that his or her time limit has been reached, a speaker shall cease speaking, leave the microphone or lectern, if one is provided, and return to his or her seat.

The presiding officer may modify these guidelines if warranted.

SECTION 3 - Use of Recording Equipment

All members of the public and all public officials are allowed to photograph and tape or video record public meetings so long as the photography or recording is done in a manner which does not interfere with the meeting. The presiding officer may make the determination that the photography or recording is being done in a manner that interferes with the meeting after taking into consideration attendant movement and activity, distance from the deliberations of the Board, noise, size of equipment, ability of the public to participate in the meeting notwithstanding the photography or recording, and any other pertinent factor. If the presiding officer makes the determination that the photography or recording is interfering with the meeting, the presiding officer may request an accommodation to avoid the interference and if not sufficient or complied with, order the photography or recording to be stopped.

SECTION 4 - Executive Session Policy

It is the policy of the Board of Trustees of the Village of Tarrytown to conduct Village business in an open fashion and to make available as much information as may legally and practically be disseminated.

The New York Open Meetings Law authorizes the Board to conduct business in executive session in a number of areas. These include:

1. Matters which will imperil the public safety if disclosed;
2. Matters which may disclose the identity of a law enforcement agent or informer;
3. Information relating to criminal investigations which would imperil effective law enforcement if disclosed;
4. Discussions relating to proposed, pending or current litigation;
5. Collective bargaining negotiations;
6. Personnel matters relating to particular individuals; and
7. The proposed acquisition, sale, or lease of real property or securities when disclosure would substantially affect the value.

The Board recognizes that it is authorized to use executive sessions in these and other situations, but will do so with restraint.

To maintain confidentiality and to encourage the uninhibited discussion of the subject matter in Executive Session, all statements made and positions taken by all participants must remain confidential and may not be disclosed by any participant unless and until disclosure is authorized by affirmative vote of four (4) members of the Board.

It has been and continues to be the practice of the Board that all members of the Board, acting together, come to agreement by consensus on the specific information which is to be released to the public, the suitable vehicle for reporting that information, and the timing of the reporting.

**RULES OF PROCEDURE OF THE BOARD OF TRUSTEES
VILLAGE OF PORT CHESTER, NEW YORK**

MISSION STATEMENT: It is the purpose of these rules and procedures to insure that the Board of Trustees operates effectively; promotes majority rule while protecting minority rights; preserves the role of the Mayor as the presiding officer; prevents a single member from usurping other member's coequal rights; and enhances public participation and engagement as well as transparency in Board proceedings.

RULE ONE: MEETINGS

1. The Board shall meet at such times as it may determine or as otherwise provided by the Village Charter. Regular monthly meetings shall be held on the first and third Monday of the month at 7:00 p.m. unless otherwise noticed. The Board may also determine to meet on any other day or date when desirable or when a holiday falls on any such Monday.
2. Special meetings of the Board are all those meetings other than regular meetings. A special meeting may be called by the Mayor or any two (2) trustees upon notice to the entire Board. The notice shall contain a statement of the object for which the special meeting shall be called. Notice shall be given at least 24 hours in advance unless an emergency exists.
3. As a general rule, all regularly scheduled meetings shall be held in the Village Court Room, located at 350 North Main Street.

RULE TWO: QUORUM

1. A quorum shall be required to conduct business. A quorum consists of four members. In the absence of a quorum, a lesser number may adjourn and authorize the Clerk to compel the attendance of absent members.
2. In the event that a meeting is cancelled due to a lack of quorum, the Village Clerk shall make a record stating those members of the Board of Trustees who were not present at the time.

RULE THREE: AGENDAS

1. The Mayor shall set the agenda. This rule shall mean that the Mayor shall determine the order that the item is listed on the agenda, consistent with these rules of procedure.
2. The agenda shall be prepared by the Clerk at the direction of the Mayor, or the Deputy Mayor in his/her absence.
3. Addition to the agenda may be made by any member of the Board. All matters proposed, by Trustees, to be placed on the agenda of a regular meeting of the Board shall be submitted to the Clerk, with a copy sent to the Mayor, no later than 12:00 noon the

Wednesday preceding the meeting. All matters proposed by the Mayor to be placed on the agenda of a regularly meeting of the Board shall be submitted to the Clerk no later than 12:00 noon the Thursday preceding the meeting, when the tentative agenda will be reviewed and finalized by the Mayor. Any item that does not conform to this deadline will have to be an add-on item during the meeting, requiring a unanimous vote of the members present. If there is no such request to have it entertained as an add-on, or if the vote to add the item to the agenda fails, then it will be subsequently placed on the following regularly scheduled meeting agenda. Correspondence addressed to the Mayor or Board of Trustees shall be likewise filed with the Clerk to allow for inclusion in the meeting packets. The Clerk shall deliver a copy of the agenda and packet to members at an address so designated by each member. Agenda items that involve the preparation and review of a resolution or local law shall be a matter of Board discussion in the first instance and upon the request of any two members. This will facilitate group thought early in the legislative process, a more collaborative approach and the efficient use of scarce Village resources. (Added to Rules per resolution adopted by Board of Trustees dated March 19, 2012.

4. Only the Mayor, Village Manager or a Village Trustee can authorize/request that an item be placed on the agenda.
5. The Village Clerk will distribute the agenda packets for SPECIAL MEETINGS the day that the meeting is officially called.
6. Transaction of business at Special Meetings – At a special meeting the business to be transacted thereat shall be only that stated in the notice of such meeting, except that any other business may be transacted at such special meeting by the unanimous consent of all the members of the Village Board.
7. All meetings shall be held at either 350 North Main Street, 10 Pearl Street or 222 Grace Church Street.

RULE FOUR: MOTIONS

1. Any member can make a motion once the member is recognized by the Mayor, or person presiding over the meeting, for the purpose of making a motion. Every motion requires a second before debate begins.
2. Every motion shall be stated by the Mayor or read by the Clerk before [debate and] the question is taken. Any Board member can request a full reading of any proposed resolution.
3. A member once recognized by the Mayor, shall not be interrupted when speaking unless it is to call him/her to order. If a member, while speaking is called to order, he/she shall cease speaking until the question of order is determined and, if in order, shall then be permitted to proceed. As the presiding officer, the Mayor shall act as the parliamentarian and determine points of order. The Mayor or any Board member may seek guidance

from the Village Attorney or Corporation Counsel on such matters. Where there is disagreement between the Mayor and a Board member an appeal shall be taken by entire Board.

4. Members shall refrain from making any comment unless and until recognized.
5. There is no limit to the number of times a board member may speak on a question.
6. Motions to close or limit debate may be entertained but shall require a two-thirds vote (e.g. five members).
7. Motions require a second.

RULE FIVE: VOTING

1. Each member shall have one vote.
2. A member must vote on every question, unless a request to abstain has been made to the Mayor. An abstention is only permissible upon a conflict of interest or other reason such that would suggest an appearance of impropriety by the member. The nature of said conflict must be explained by the member seeking to abstain and such explanation shall be made a part of the record. Said member shall not participate in the discussion with regard to such matter.
3. Once the question has been put by the Mayor and the vote is being taken, members shall confine themselves to voting and not resume discussion or debate or make further comments on the question. If a member begins explaining his/her vote, or continues discussion, once a call for vote has been made, the Mayor shall call that member out of order and ask that member to only state their respective vote.
4. A majority of the total authorized voting power (e.g. four members) is necessary to pass a matter unless otherwise specified by State law.
5. A vote upon any question shall be taken by ayes and noes, and the names of the members present and their votes shall be entered in the minutes.
6. An abstention is neither an "aye" or a "no" and a member abstaining shall be recorded as "Abstention" for such vote.

RULE SIX: ORDER OF BUSINESS

1. The order of business at each meeting shall be:
 1. Call to order and pledge of allegiance
 2. Roll call
 3. Approval of minutes at previous meetings
 4. Public Comment

5. Public hearings
6. Resolutions
7. Report of the Village Manager, Police and Fire Chief and Board Committees
8. Correspondence
9. Discussion Items
10. Public Comments
11. Trustee Comments
12. Adjournment

2. The order of business may be suspended by the Mayor at his/her discretion. The order of business only refers to the numerical order that an item is placed, and not to be interpreted as the elimination of an item from the agenda.

RULE SEVEN: PUBLIC COMMENT

1. With the exception of a public hearing, the public shall only be allowed to speak during the Public Comment period of the meeting.
2. Speakers must step to the front of the room, and be recognized by the Mayor before proceeding. Speakers shall face the Board at all times.
3. Speakers shall be limited in their remarks to FIVE minutes. Speakers are limited to speaking one time and are not permitted to come to the podium and speak again. The Mayor shall track the speaker's time with a stopwatch and notify the speakers when their time has expired.
4. Speakers may not yield any remaining time that they may have to another speaker.
5. Board members may, with the permission of the Mayor, interrupt a speaker during his/her remarks, but only for the purpose of clarification or information. Board members should not engage in a dialogue with a speaker.
6. All remarks shall be addressed to the Board as a body and not to any member thereof.
7. Speakers shall give the Board the respect as becoming their office is due and shall observe the commonly accepted rules of courtesy, decorum.

RULE EIGHT: RECORDING EQUIPMENT

Members of the public are allowed to audio or video record the open portion of all public meetings. Executive or closed sessions may not be recorded. However, in accordance with the opinions of the New York State Commission on Open Government, any recording must be done in a manner that does not interfere with the meeting and upon the following restrictions.

The Mayor has the authority to determine whether such recording is being done in an intrusive manner, and may, in making such determination, take into account the brightness of the lights,

distance from the deliberations of the Board, size of the equipment, and the ability of the public to still participate in the meeting without undue distraction. If the Mayor shall make the determination that the recording is intrusive and has the effect of interfering with the meeting, the individual making the recording shall be told to take the appropriate ameliorative action. Should the individual fail or refuse to do so, he/she shall be requested to leave the room.

The use of cell phones, or other transmission methods for audible communications by Board members, or members of the public, during a meeting is prohibited unless an emergency exists. If such case does arise, the Board member shall advise the Mayor prior to the beginning of the meeting.

RULE NINE: ADJOURNMENT

A motion to adjourn is always in order (except when a vote is being taken) and such motion shall be decided without debate.

RULE TEN: MINUTES

1. Minutes shall be taken by the Clerk.
2. Minutes shall consist of a record or summary of all motions, proposals, resolutions or any other matter formally voted upon and the vote thereon. Minutes shall be taken at an executive session of any action that is taken by formal vote, which shall consist of a record or summary of the final determination of such action. However, that such summary need not include any matter, which is not required to be made public by the NYS Freedom of Information Law or is otherwise outside the scope of such statute. (e.g. privileged communications with the Village Attorney or Corporation Counsel)
3. Minutes shall also include the following:
 1. Date, place and time of meeting
 2. Notation of presence or absence of Board members and time of arrival or departure if different from the time of call to order
 3. Name and title of other village officials and employees present
 4. Record of report of Village Manager
 5. Record of communications received
 6. Time of adjournment
 7. Signature of Clerk
4. If a Board member would like a statement included in the minutes, then a member shall submit the statement in writing to the Village Clerk, which shall be made a part of the record.
5. The Village Clerk shall comply with the standards established in the State Open Meetings Law (a draft version of the minutes shall be made readily available within two (2) weeks, and one (1) week for executive session items.

RULE ELEVEN: CHANGE OF RULES

The Board may, by two-thirds vote of those present and voting, waive or suspend any rule of the Board so long as it does not conflict with the Charter or State Law.

These Rules shall remain in force and effect until amended by an affirmative vote of five or more members.

RULE TWELVE: PROCEDURES NOT COVERED

Robert's Rules of Order, (10th Revised Edition, Henry Robert et al) shall govern the procedure of the Board as to any matter that is not covered in these Rules. A copy of Robert's Rules shall be provided to each member.

RULE THIRTEEN: PARLIAMENTARIAN

As the presiding officer, the Mayor shall act as the parliamentarian and determine points of order. The Mayor or any Board member may seek guidance from the Village Attorney or Corporation Counsel on such matters. Where there is disagreement between the Mayor and a Board member an appeal shall be taken by the entire Board.

RULE FOURTEEN: MISCELLANEOUS

1. At the Re-organizational Meeting, the Mayor shall determine the seating arrangement of the Board. The seating arrangement may be changed at any time by majority vote (4) of the Board.
2. Board members that anticipate being absent from a meeting shall notify the Clerk no later than 2:00 p.m. the day of the meeting.

RULE FIFTEEN: BOARD PRESENTATIONS

Presentations are to be provided in the Board package prior to meeting in order for the item to be discussed. If not provided the presentation will be postponed to the next meeting agenda or with a majority vote of the Board the presentation can remain on the agenda.

Adopted: September 7, 2010

Amended: March 19, 2012



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

Sponsor's Name: BOT Member

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	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

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

Adding a Third Meeting the Board's Monthly Calendar

Summary

Background:

The Mayor has requested discussion of adding a third meeting in the monthly calendar.

Proposed Action

Discuss

Attachments

--



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

Sponsor's Name: BOT Member

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	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

Review of Strategic Plan

Review of Strategic Plan

Summary

Background:

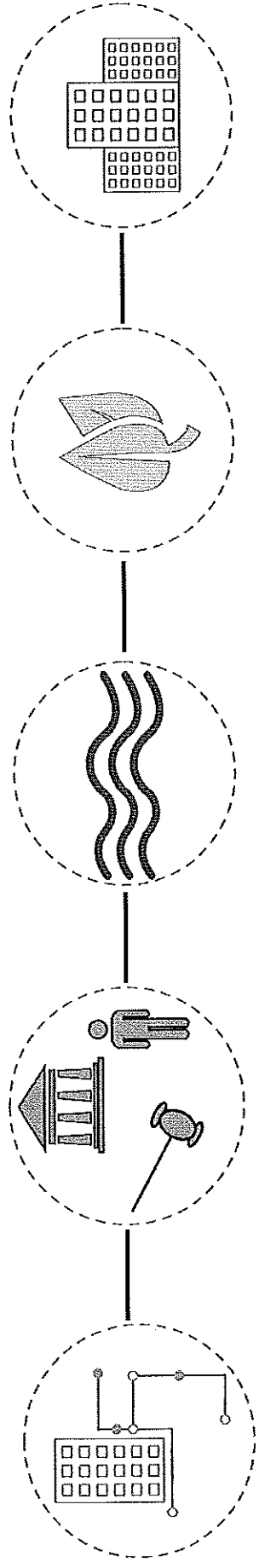
Following a retreat, the Board of Trustees adopted a Strategic Plan for 2014-2016. Trustee Ferrara has requested a follow-up discussion with regard to a review of the plan and next steps.

Proposed Action

Discuss

Attachments

Resolution accepting and adopting Strategic Plan dated April 7, 2014
Strategic Plan



VILLAGE OF PORT CHESTER STRATEGIC PLAN

2014-2016



Board of Trustees

Mayor Neil J. Pagano
Gregory K. Adams
Daniel Brakewood
Gene Ceccarelli
Joseph D. Kenner
Luis A. Marino
Saverio L. Terenzi

Village of Port Chester

Christopher D. Steers, Village Manager
Anthony M. Cerreto, Village Attorney
Christopher Gomez, AICP, Director of Planning and Development
Jessica C. Youngblood, Village Planner
Peter Miley, Building Inspector
Janusz Richards, Village Clerk
Leonie Douglas, Village Treasurer
Rocky Morabito, DPW General Foreman
Dolph Rotfeld, Consulting Village Engineer
Christopher Ameigh, Administrative Aide to the Village Manager

Port Chester Village Hall
222 Grace Church Street
Port Chester, NY 10573



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Opportunity Area #2: Downtown: Municipal Government Center 3

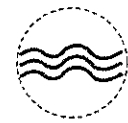
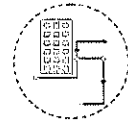
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Opportunity Area #5: United Hospital Site Redevelopment 6

Board of Trustees Special Workshop Presentation, March 22, 2014

Appendices



EXECUTIVE SUMMARY

Overview

The Village Board of Trustees has recognized the need for a Strategic Plan to identify and prioritize economic development projects, provide an articulated direction and focus, and allocate scarce village resources to ensure the successful completion of specific projects consistent with the adopted Comprehensive Plan.

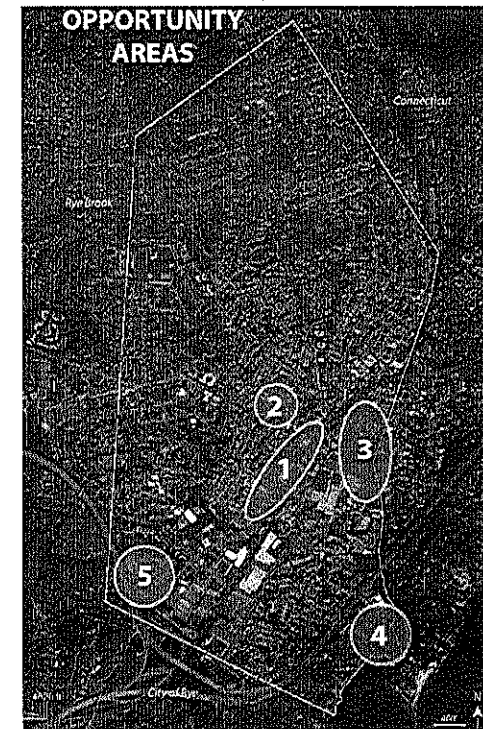
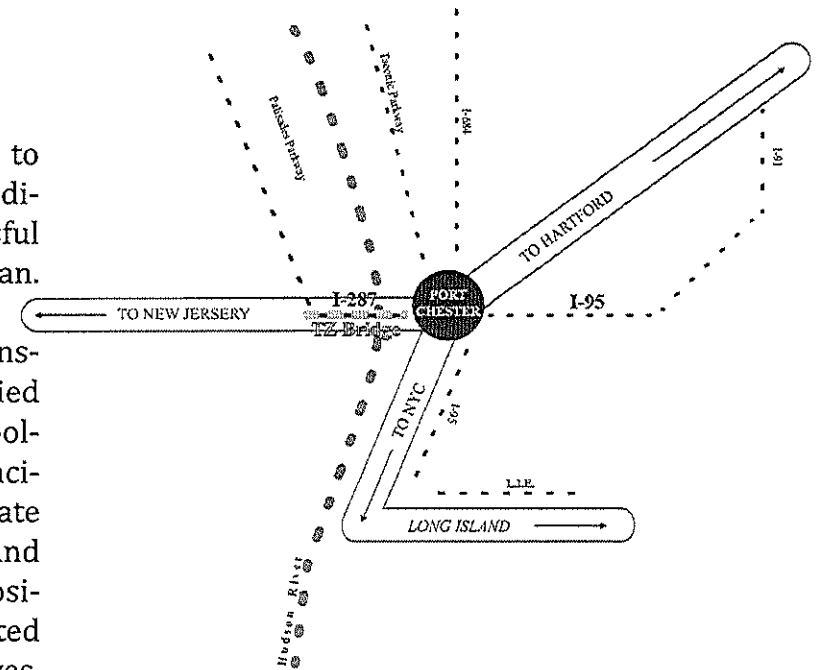
Due to the Village's unique geographic position as a regional and local transportation node in the New York metropolitan region, Port Chester is identified for continued economic development opportunities by the New York Metropolitan Transportation Council and directly aligned with the policies and principles identified through the Sustainable Communities Initiative, New York State Regional Economic Development Council, Mid-Hudson Sustainability Plan and other regional planning agendas. As such, the Village is particularly well-positioned to leverage grant funding through the annual New York State Consolidated Funding Application process in furtherance of specific strategic plan objectives.

Process

On March 22, 2014, the Village Board of Trustees held a special workshop facilitated by John Nolon of the Pace Land Use Law Center to commence the strategic planning process. After reviewing federal, state and local development goals and associated funding sources, the Board identified the following five opportunity areas for focus in the strategic plan:

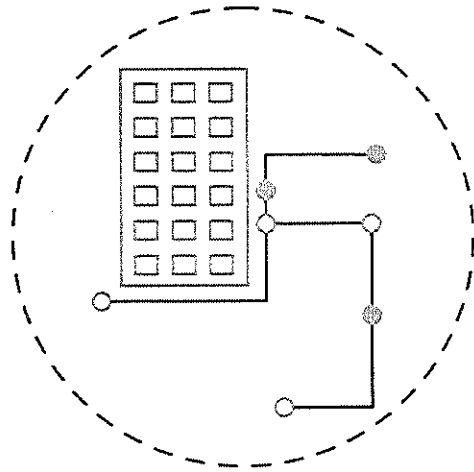
1. Facilitating transit oriented development in the downtown
2. Creating a new municipal center
3. Enhancing and revitalizing waterfront areas
4. Redevelopment of Fox Island peninsula
5. Redevelopment of the United Hospital site

At conclusion of the workshop, the Village Board of Trustees tasked Village Staff to formulate this draft strategic plan document to detail potential feasibility, cost-benefit analysis, grant funding sources and availability, sequence and time frames, implementation strategies, and action items relative to each priority opportunity area for the ensuing two years (March 2014-February 2016).



DOWNTOWN: TRANSIT ORIENTED DEVELOPMENT

OPPORTUNITY AREA #1

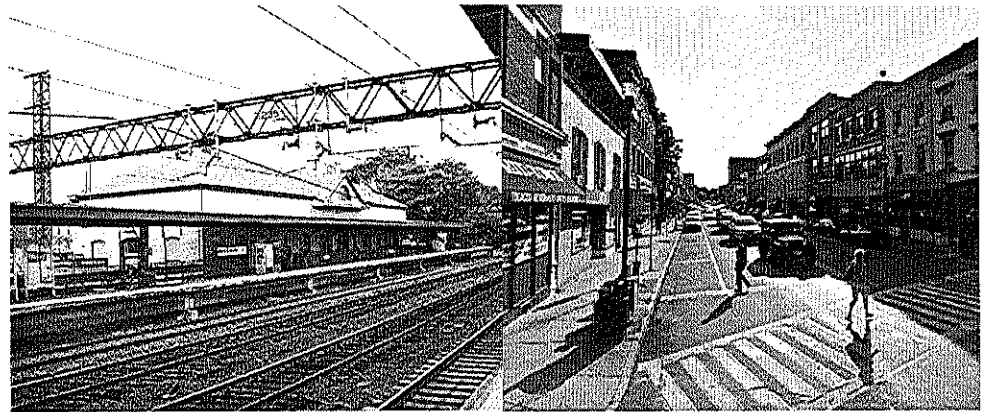


STRATEGIC PLANNING GOALS

COMPREHENSIVE PLAN CONSISTENCY

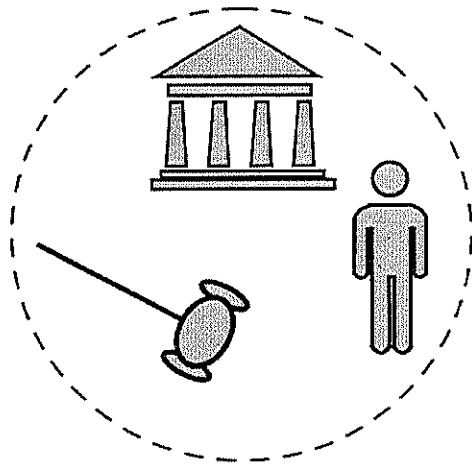
The Downtown/Train Station 'higher intensity planning zone' allows for mixed use and transit oriented development. This area is targeted to absorb residential development pressure by encouraging studio and one bedroom residential units. Appropriate scale and design of new development should keep in concert with the existing community fabric.

- Encourage investment in various modes of public transit
- Promote walking for commuting, recreation and other trips by creating safe and attractive pedestrian environments throughout the Village
- Provide infrastructure and facilities to encourage safe and convenient bicycling for commuting, recreation and other trips
- Improve Port Chester's commercial areas to encourage new investment and create more attractive locations for visitors and residents



NEW MUNICIPAL GOVERNMENT CENTER

OPPORTUNITY AREA #2

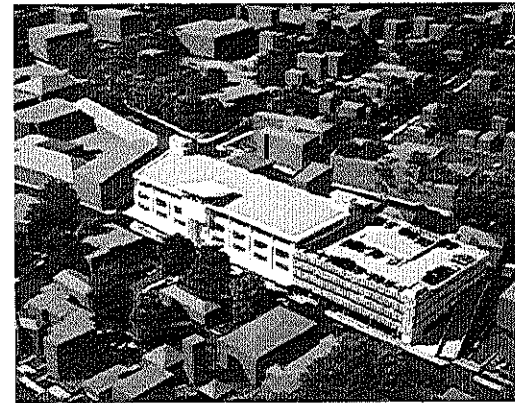
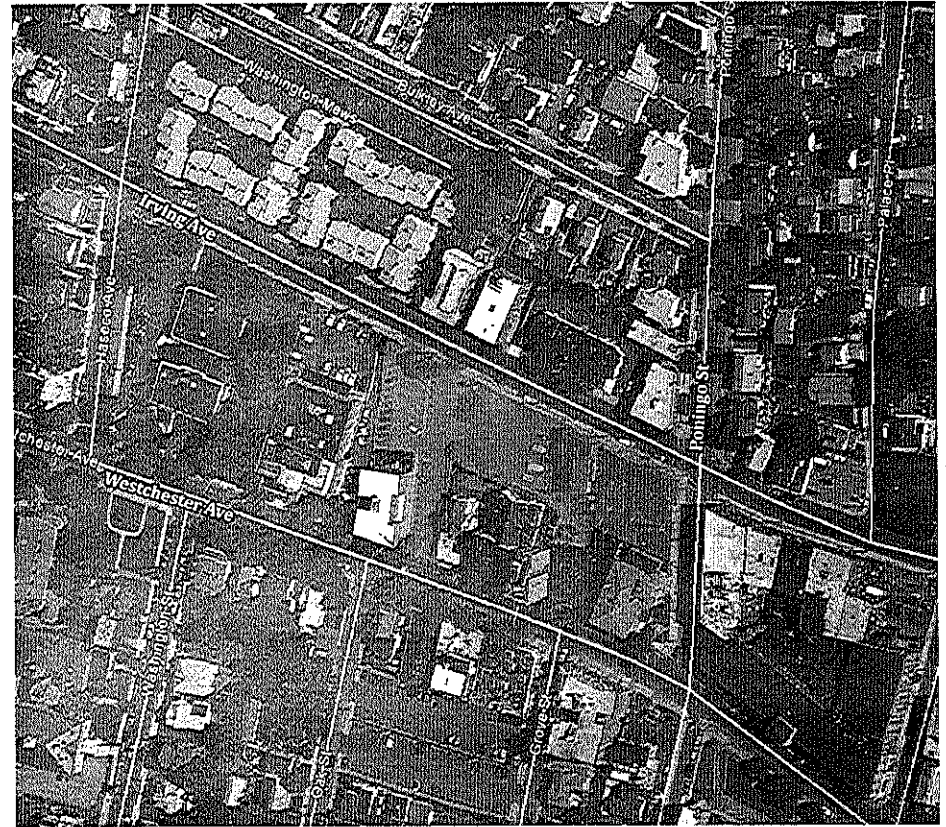


STRATEGIC PLANNING GOALS

COMPREHENSIVE PLAN CONSISTENCY

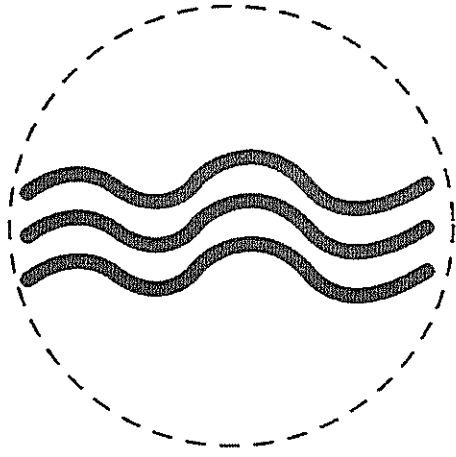
Exploring the feasibility for a new municipal center, housing Village Departments, the Town of Rye Assessor, the Port Chester Police Department, and state representatives will enhance operational services through shared services.

- Maintain and, as necessary, construct government buildings and offices to ensure that the administration of the Village operates effectively and efficiently
- Encourage inter- and intra-municipal cooperation and coordination to provide quality services efficiently and in a cost-effective manner
- Coordinate with community centers and service providers to share services and facilities



WATERFRONT REDEVELOPMENT & REVITALIZATION

OPPORTUNITY AREA #3

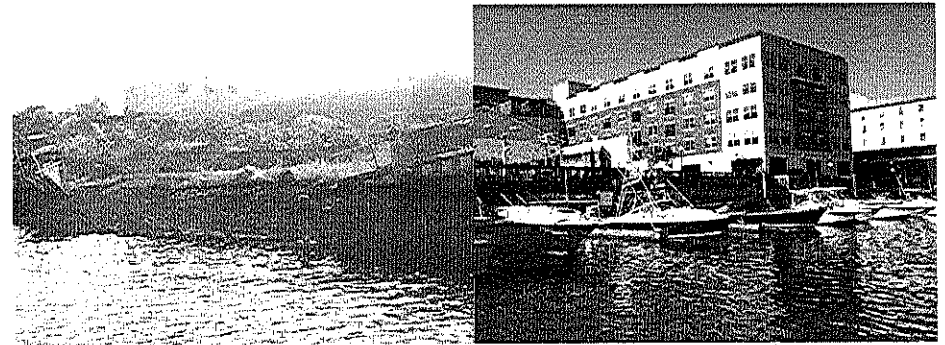
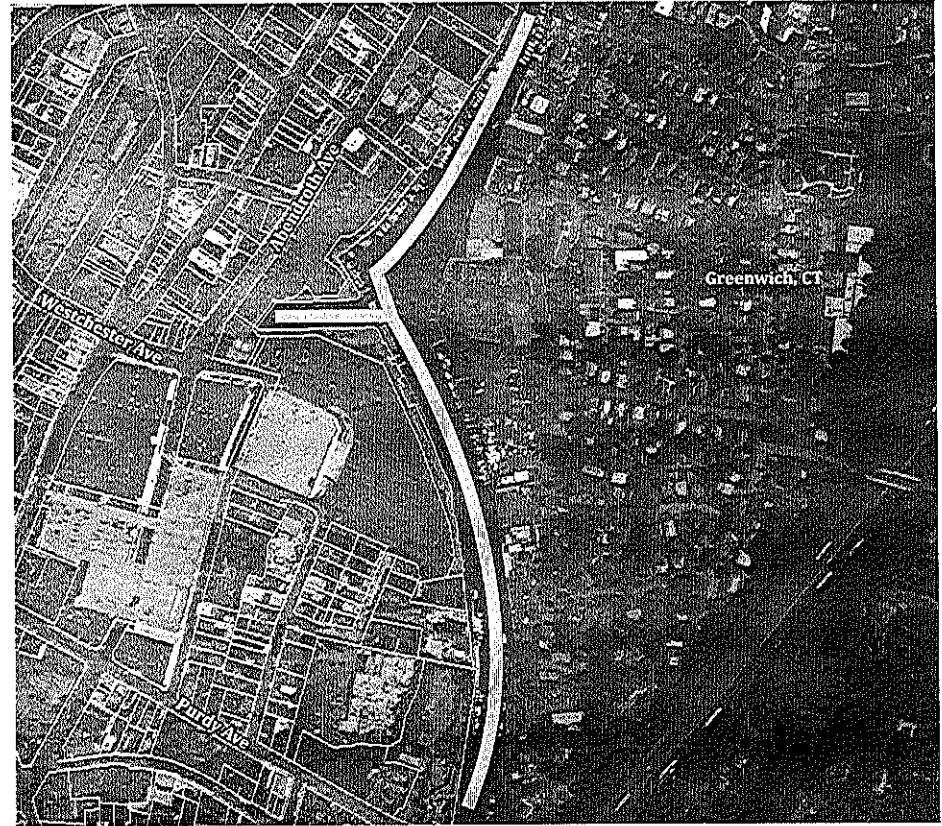


STRATEGIC PLANNING GOALS

COMPREHENSIVE PLAN CONSISTENCY

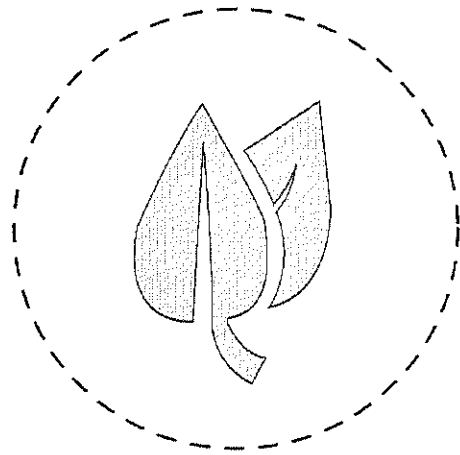
The promotion of appropriately-scaled and attractive development that does not negatively impact the natural environment will enhance and revitalize Port Chester's waterfront in addition to providing new opportunities for public-waterfront interfacing.

- Promote the waterfront area as a commercial, recreational and cultural destination
- Improve Port Chester's commercial areas in the downtown to encourage new investment and create more attractive locations for visitors and businesses
- Connect neighborhoods, parks and the waterfront through various transportation networks



FOX ISLAND PENINSULA REDEVELOPMENT

OPPORTUNITY AREA #4

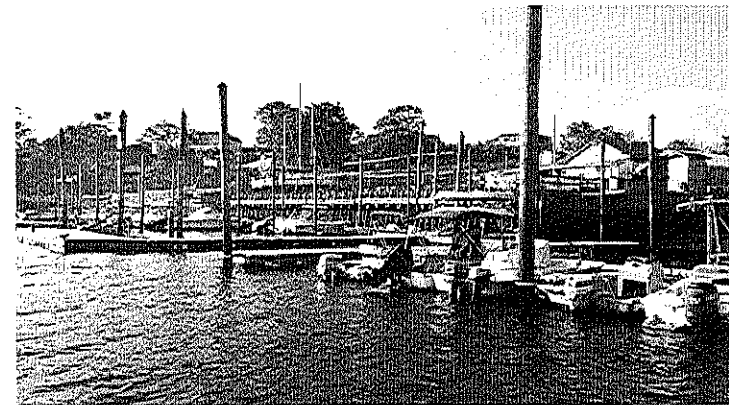
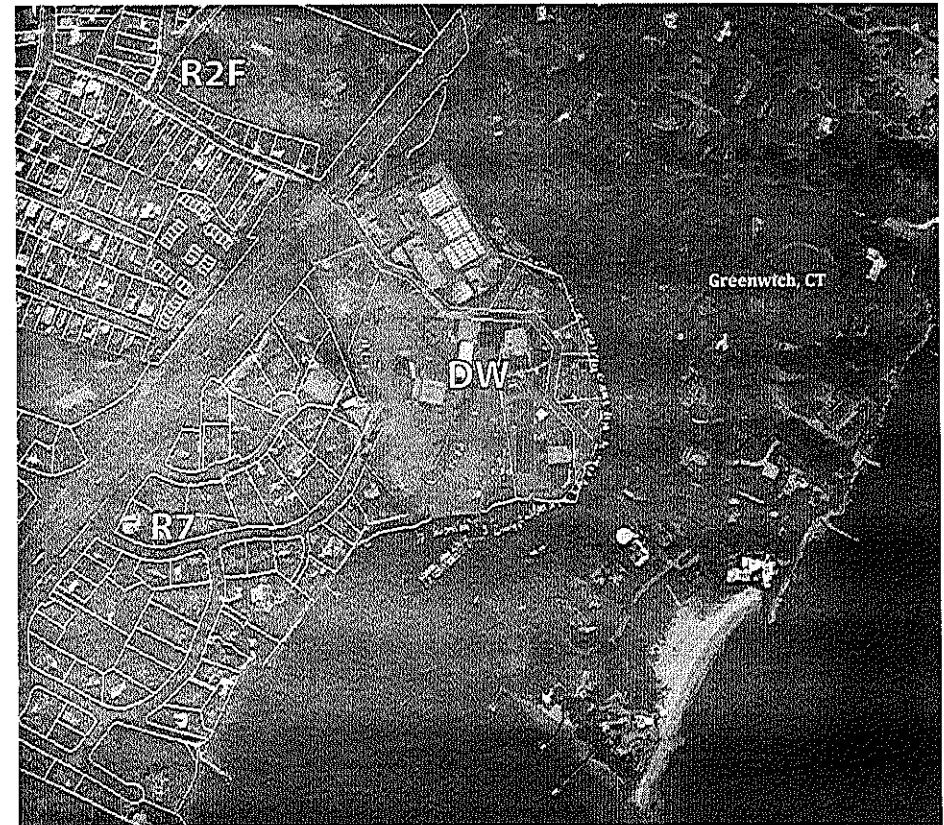


STRATEGIC PLANNING GOALS

COMPREHENSIVE PLAN CONSISTENCY

Opportunities for the Fox Island Peninsula include new, “wharf-type” development, featuring restaurants, commercial, office, and residential uses. Providing new public open spaces and waterfront accessibility is paramount. Relocating the existing Department of Public Works facility is crucial for redevelopment to occur.

- Promote the waterfront area as a commercial, recreational and cultural destination
- Encourage a balanced range of housing types and densities that consider the associated costs of servicing future density
- Connect neighborhoods, parks and the waterfront through various transportation networks



FORMER UNITED HOSPITAL SITE REDEVELOPMENT

OPPORTUNITY AREA #5

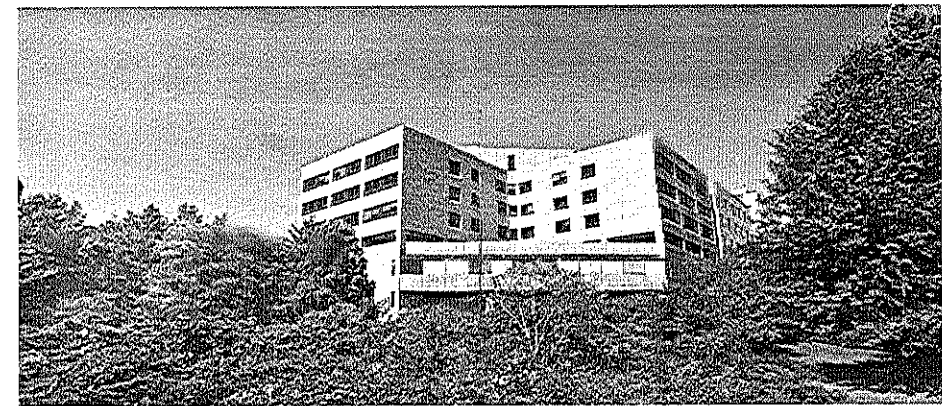
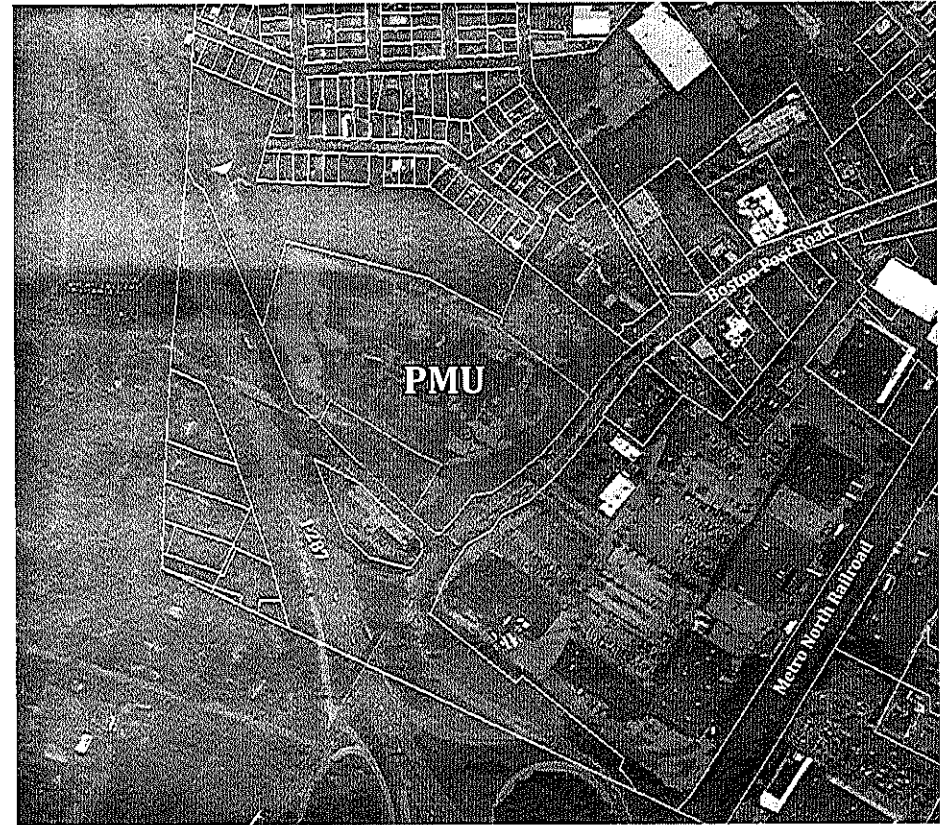


STRATEGIC PLANNING GOALS

COMPREHENSIVE PLAN CONSISTENCY

The former United Hospital site is currently vacant and located on over fifteen acres. Zoned as PMU Planned Mixed Use District, the site can be reactivated as a place-making mixed use development comprising some combination of a hotel/convention, retail stores, restaurants, community facilities and residential development comprised mainly of studio and one-bedroom units. The site should not detract from the existing downtown retail and commercial base.

- Strengthen and expand economic opportunities and ventures to the Village's tax base
- Increase Port Chester's retail capture rate by recruiting new establishments based on market demand
- Actively "brand" the Village to facilitate economic development
- Improve Port Chester's commercial areas to encourage new investment and create more attractive locations for visitors and residents





VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Planning and Development Department

BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

Sponsor's Name: BOT Member

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	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

AGENDA HEADING TITLE

Housing Bonus Zoning Policy

Summary

Background:

A discussion regarding workforce housing and the Village's Zoning Code.

Proposed Action

Discuss

Attachments



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Office of the Village Attorney

Village BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

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

Agenda Heading Title

(Will appear as indicated below on Agenda)

Discussion of Corenthal Correspondence to Village Attorney

Summary

Background:

A letter from Richard Corenthal, Esq., the attorney retained by the former paid firefighters, (local IAFF 1971), was received by the Village Attorney's office making a claim about a possible conflict of interest.

Proposed Action

Attachments

Emailed VA



MEYER SUOZZI

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New York, New York 10018-0026
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www.msek.com

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DATE: June 21, 2016
TO: Anthony M. Cerreto, Esq.
FAX #: 914-937-3169
914-939-5208 (tel)
FROM: Richard S. Corenthal
REF #: 24845.19

VILLAGE OF PORT CHESTER
JUN 21 2016
RECEIVED VA

Number of Pages (including cover): 3
Description of Document: *Port Chester Professional Firefighters Association, Local 1971, IAFF, AFL-CIO and Village of Port Chester*
(Conflict of Interest – Board of Ethics Complaint)

COMMENTS:

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COUNSELORS AT LAW

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DIRECT DIAL: 212-763-7022
E-MAIL RCORENTHAL@MSEK.COM

June 21, 2016

Via Facsimile and First Class Mail

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

***Re: Port Chester Professional Firefighters Association, Local 1971, IAFF,
AFL-CIO and Village of Port Chester
(Conflict of Interest – Board of Ethics Complaint)***

Dear Mr. Cerreto:

We represent the Port Chester Professional Firefighters Association, Local 1971, IAFF, AFL-CIO ("Local 1971"). This is a complaint against Trustee Bart Didden and Fire Chief Quinn under the Village's Code of Ethics. We have received information that Trustee Bart Didden is President of USA Central Station Alarm Corp. USA Central Station Alarm's marketing slogan on its website is "Security for an Insecure World." As you know, Trustee Didden voted last evening against the Resolution to reinstate the Village's eight paid Professional Fire Fighters (the "Professional Fire Fighters"). The abolishment of the Professional Fire Fighters has raised a serious public safety issue. Numerous speakers at the Trustees' meetings with backgrounds in fire service and fire fighting have discussed the potential negative impact that the abolishment of the Professional Fire Fighters will have on response times to fire calls. Mayor Pilla publicly stated last evening that the delay in volunteer response time to a fire played a factor in his decision to vote in support of the Resolution to reinstate the Professional Fire Fighters. The delay and negative impact on response times may lead residents to purchase automatic fire alarms with "central station" connections from Mr. Didden's company which is located in Port Chester. Faster electronic notification of a fire may be the response of "insecure" residents to the delay caused by the Village's abolishment of the Professional Fire Fighters. It goes without saying that Mr. Diddon then stands to benefit financially from the increased sale of automatic fire alarms with connection to his "central station" monitoring company.

Anthony M Cerreto, Esq.

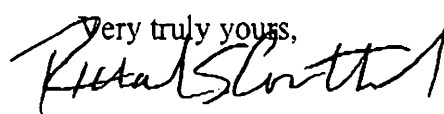
June 21, 2016

Page 2

Section 53-2 of the Village's Code of Ethics states "[n]o official...of the village shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in conflict with, or might reasonably tend to conflict with, the proper discharge of his duties in the public interest. Section 53-4 of the Code of Ethics requires public disclosure of such interest, whether direct or indirect "on the official record and nature and extent of such interest" and written disclosure to the Board of Trustees. We are advised that Trustee Didden has failed to disclose his "interest" as required by the Code of Ethics prior to participating and voting on whether to abolish the Professional Fire Fighters as well as on last evening's vote to reinstate the Professional Fire Fighters. Such conduct plainly violates the Code of Ethics. Trustee Didden should have been recused from voting on all matters relating to the abolishment of the paid Fire Fighters. Trustee Didden is apparently aware of his obligations under the Code of Ethics since he tried to prevent Trustee Marino from voting on the Resolution to reinstate the Professional Fire Fighters.

In addition, we understand that Fire Chief Ed Quinn is employed by Selective Insurance Group which is in the business of providing "property and casualty insurance products." This type of business could benefit from the payment of higher insurance premiums by Village residents caused by higher ISO ratings which may occur as a result of the abolishment of the Professional Fire Fighters. It's a matter of public record that the Trustees relied on Chief Quinn's assurance that he could maintain fire service in the Village if the Professional Fire Fighters were abolished. Chief Quinn's failure to disclose his potential "interest" in the abolishment of the Professional Fire Fighters also violates the Code of Ethics.

As a result of the above violations, we hereby request that the decisions of the Board of Trustees to abolish the Professional Fire Fighters and the decision of the Board of Trustees not to reinstate the Professional Fire Fighters be deemed null and void since it violates the Code of Ethics. Accordingly, we request that the Professional Fire Fighters be reinstated immediately to their former positions. Please provide me with your response within five days. Thank you.

Very truly yours,


Richard S. Corenthal

RSC:mdc

cc: Village of Port Chester Board of Ethics
(Attention: Alejandro Payan, Evelyn Petrone, Esq., Rabbi Jaymee Alpert
and Robin Smith),
Mayor Dennis G. Pilla (via fax and first class mail)
Board of Trustees, Village of Port Chester (via fax and first class mail)
Mr. Vinny Lyons, President, Local 1971, IAFF, AFL-CIO



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

DISC - 08
 BOT 7-18-2016

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

Sponsor's Name: BOT Member

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	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

AGENDA HEADING TITLE

Policy Discussion about members of the Port Chester Fire Department and Village Employment

Summary

Background:

A discussion about creating a policy that encourages our Firefighters to apply for employment positions within the Village, and values the skills and professionalism they can bring to the job.

Proposed Action

Discuss

Attachments

--



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Clerk

BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

Sponsor's Name: BOT Member

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	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

AGENDA HEADING TITLE

Oath of Office procedure for Village Public Officials

Summary

Background:

A discussion about creating a policy to ensure Oaths of Offices are taken in front of, signed and filed with the Village Clerk, and that the "Oath Book" is brought to every "Reorganization" meeting.

Proposed Action

Discuss

Attachments



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

DISC - 10
BOT 7-18-2016

AGENDA MEMO

Department: Police Department

BOT Meeting Date: 7/18/2016

Item Type: Discussion Item

Sponsor's Name: BOT Member

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	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

AGENDA HEADING TITLE

Discussion of recent events in Dallas, Tx and Police and Minority Relations

Summary

Background:

A public discussion by the Board of Trustees of recent tragic events in Dallas, Tx and police and minority population relations.

Proposed Action

Discuss

Attachments

MEETING HELD JANUARY 19, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, January 19, 2016, in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

On motion of Trustee Adams, seconded by Trustee Brakewood, the meeting was declared open at 6:00 P.M.

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

Also present were: Village Attorney Tony Cerreto; Village Treasurer, Leonie Douglas; Chief of Police, Richard Conway; Village Manager Christopher Steers; Administrative Aide Chris Ameigh; Village Clerk David Thomas; Assistant Director of Planning & Development, Jessica Youngblood; Legal Intern, David Kenny; Fire Chief, Edward Quinn.

Trustee Kenner joined the meeting at 6:04 P.M.

MOTION FOR EXECUTIVE SESSION

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the Board adjourned into an executive session regarding

Consultation with special counsel and AKRF regarding the Starwood Capital rezoning petition on the former United Hospital property.

ROLL CALL

AYES: Trustees, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES: None.

DATE: January 19, 2016

At 7:29 P.M. the regular public portion of the meeting was opened.

SPECIAL CEREMONY

Presentation to posthumously honor Trustee Saverio "Sam" Terenzi

A moment of silence was held for Sam Terenzi. A flag was presented to Sam's daughter, Samantha. Samantha was invited to sit at Sam's Trustee Seat for this meeting.

PUBLIC HEARING

Adjourned public hearing regarding G&S Retail D rezoning petition submission and related EIS.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, the public hearing was declared open.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

PUBLIC COMMENTS ON THE PUBLIC HEARING

There were no public comments.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, the Public Hearing was adjourned until February 1st.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

PUBLIC COMMENTS

Ms. Goldie Solomon thanked the Board for honoring Sam Terenzi. She commented on Martin Luther King Day. Our taxes have to come down. Starwood should be all commercial.

Mr. Bart Didden commented the first two resolutions on tonight's meeting, involving sustainable Westchester, are in poor taste. The Village website on Port Chester Votes is a travesty. There are many deficiencies. There are many dead links on this website and many that site dates from previous elections.

Rev Bruce Baker thanked Mr. Didden for noting the discrepancies on the Port Chester Votes website. Ironically Mr. Didden found all the errors and it was because of his previous actions that we were under attack by the DOJ because we violated article 2 of the Voting Act.

Mr. Joseph Rende commended the Board and Mayor for honoring Sam Terenzi. He was surprised to see Sustainable Westchester on the agenda. There should be a vote on this and we should hear public comments. He commented on the upcoming Village election.

Ms. McGuire, a housing coordinator, commented with the demolition of 999 High Street we stand to lose 130 units of affordable housing. We live in a working class community. Starwood is looking to make money. They should be offering benefits to Port Chester.

Ms. Gorgenwa Thomas spoke on behalf of Sustainable Alliance. She had 47 post cards to present to the Board from residents, which brings the total to over 500 signatures. The redevelopment of Starwood could be a benefit to the community if it provides good jobs and affordable housing, with funding for our schools and community services. Prior to rezoning, Starwood should enter into a legally binding agreement to invest in our community.

Mr. Frank Ferrara summarized what he said several months ago on Sustainable Westchester. Because this is headed by executives of other companies, it could easily become corruptible. Public comments shouted this down. It is on the agenda tonight with no public notice. He

announced his candidacy for Trustee.

Mr. Rende commented on Robert's Rules. If an item is on the agenda and that item does not gain a motion, does that item remain on the agenda? In an effort for fair government, wouldn't it make sense for good government to publicize it for a public vote.

PRESENTATION

Port North Rezoning Petition Submission

Attorney Daniel Tartaglia, representing Port North, gave a presentation on the Rezoning Petition for 531-601 No. Main Street. A Site Survey was shown. Mr. Gary Gianfrancesco showed the Board current uses on the site. He reviewed the property's former buildings and the buildings surrounding the property. There are 14 on-site parking spaces on the very narrow lots. Total area of the combined lots is a little over 21,000 sq. ft. The proposed use of the property would be for retail. Attorney Tartaglia asked for Special Exception, which gives the Board more control over the zone. They showed a Proposed Site Plan. He requested a Public Hearing.

RESOLUTIONS

ADD ON RESOLUTION

PORT NORTH REZONING PETITION SUBMISSION

On motion of TRUSTEE KENNER, seconded by TRUSTEE BRAKEWOOD, that the Village Board resolve that the Board, in the matter of Port North Rezoning Petition Submission, accept for consideration and refer the matter to the Village Planning Commission and staff for their review and comments.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:

January 19, 2016

RESOLUTION No. 1

LOCAL LAW L15 FOR SUSTAINABLE WESTCHESTER COMMUNITY CHOICE AGGREGATION PROGRAM

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, the following resolution for a Local Law was rejected by the Board of Trustees of the Village of Port Chester, New York.

ROLL CALL

AYES: Trustees Brakewood and Mayor Pilla
NOES: Trustees Kenner, Ceccarelli, Marino and Adams

No action was taken on Resolution No. 1

RESOLUTION No. 2

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SUSTAINABLE WESTCHESTER WITH REGARD TO COMMUNITY CHOICE AGGREGATION PROGRAM

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, the resolution was rejected by the Board of Trustees of the Village of Port Chester, New York:

AYES: Trustees Brakewood and Pilla

NOES: Trustees Kenner, Ceccarelli, Marino and Adams

RESOLUTION No. 3

RESOLUTION TO DECLARE A PUBLIC EMERGENCY AND DISPENSE WITH THE COMPETITIVE BIDDING REQUIREMENTS FOR THE PROCUREMENT AND INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF NORTH REGENT STREET AND GLEN AVENUE

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

WHEREAS, the traffic signal at the intersection of North Regent Street and Glen Avenue was removed from service as inoperable; and

WHEREAS, the intersection is currently controlled by four-way stop signs on a temporary basis; and

WHEREAS, the continued operation of the intersection without a traffic signal places the Village at risk. Now, therefore, be it

RESOLVED, that pursuant to General Municipal Law, Section 103(4), the Board of Trustees hereby declares a public emergency so as to dispense with the necessity of competitive bidding; and be it further

RESOLVED, that the Village Manager be and is hereby authorized to contract with qualified vendor(s) to procure and install a new traffic light at the intersection of North Regent Street and Glen Avenue, to be funded by using General Fund contingency fund with an amount not to exceed \$200,000, and be it further

RESOLVED, that the Board of Trustees authorizes the Village Treasurer to establish a

Traffic Light Replacement/Installation Capital Project and modify the FY 2015-16 General and Capital Fund as follows

General Fund:

Transfer from:

:1.1990.400	Contingency Contractual	\$200,000
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Transfer to:

1.9900.0900	Transfer to Capital	\$200,000
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Capital Fund

Traffic Light Replacement/Installation:

5.5.5031.2015.165	Transfer from General Fund	\$200,000
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5.5180.200.2015.165	Traffic Light Replacement/Installation	\$200,000
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Approved as to Form:

Anthony M. Cerreto,
Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: Trustee Marino

DATE: January 19, 2016

RESOLUTION No. 4

BID AWARD FOR EMINENT DOMAIN LEGAL COUNSEL

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, the resolution was opened by the Board of Trustees of the Village of Port Chester, New York.

On motion of TRUSTEE KENNER, seconded by TRUSTEE MARINO, the resolution was tabled.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES:

RESOLUTION No. 5

IMPLEMENTING THE LOOKBACK MEASUREMENT METHOD AS REQUIRED BY THE AFFORDABLE CARE ACT

On motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the resolution was opened by the Board of Trustees of the Village of Port Chester, New York.

Village Manager Steers withdrew this resolution for discussion at the next Board of Trustees meeting.

RESOLUTION No. 6

BUDGET AMENDMENT – USE OF DEA FUNDS TO PURCHASE MEDICAL EQUIPMENT FOR RESCUE SYSTEMS

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

WHEREAS, the Police Chief is recommending the use of DEA Asset Forfeiture Funds to purchase medical equipment consisting of two (2) HMH SKED Rescue Systems with strap kit for \$692.18 from Skedco, Inc, P.O. Box 3390, 10505 SW Manhasset Drive, Tualatin, Oregon, 97062. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the 2015-16 General Fund Budget as follows:

GENERAL FUND

Balance Sheet:

001-001-0695 Deferred Revenue Police DEA \$(692.18)

Revenues:

001-0001-2613 Use of Deferred DEA Revenue \$692.18

Appropriations:

001-3120-0200 Police Equipment \$692.18

ROLL CALL

AYES: Trustees Kenner, Brakewood, Adams, Marino, Ceccarelli and Mayor Pilla

NOES: None

DATE: January 19, 2016

RESOLUTION No. 7

WAIVING PERMITTING FEES FOR THE WESTCHESTER COUNTY EMERGENCY COMMUNICATIONS REDUNDANCY PROGRAM

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

WHEREAS, Westchester County seeks to implement a program to provide a network of redundant communications to be utilized in the event of a County-wide emergency; and

WHEREAS, the Summit Avenue Water Tank owned by United Water/Suez have been designated by the County as a strategic location for the installation of equipment for the implementation of this system; and

WHEREAS, an application for installation of said equipment has been submitted to the Port Chester Building Department which describes the work to be undertaken; and

WHEREAS, Westchester County has requested that the Village waive fees for the permitting of same in light of the vital nature of services being provided by the aforementioned system. Now, therefore be it

RESOLVED, that the Board hereby waives any fees associated with the installation of equipment as stated in the building permit application referred to herein.

Approved as to Form:

Anthony Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Adams, Marino, Ceccarelli and Mayor Pilla

NOES: None

DATE: January 19, 2016

RESOLUTION No. 8

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO
A MEMORANDUM OF AGREEMENT WITH THE PORT CHESTER
POLICE ASSOCIATION WITH REGARD TO THE STAFF SERVICES OFFICER**

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

RESOLVED, that the Village Manager be and is hereby authorized to enter into a memorandum of agreement with the Port Chester Police Association in the form annexed with regard to the staff services officer.

Approved as to Form:

Anthony M. Cerreto

ROLL CALL

AYES: Trustees Kenner, Brakewood, Adams, Marino, Ceccarelli and Mayor Pilla
NOES: None

DATE: January 19, 2016

RESOLUTION No. 9

AUTHORIZING AN INTER MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY WITH REGARD TO VILLAGE SEWERS AND THE COUNTY WASTEWATER TREATMENT FACILITY

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

WHEREAS, the Village of Port Chester owns and operates a sanitary sewer system that ultimately flows into Westchester County's Wastewater Treatment Facility on Fox Island Road, Port Chester; and

WHEREAS, for some time, the County and the Sound Shore municipalities have been in discussion as to an inter-municipal agreement that would address inflow and infiltration issues affecting the County's sanitary sewer system and wastewater treatment facilities; and

WHEREAS, the Village of Port Chester took the position that it has made considerable efforts in this regard, particularly noting the multi-year, \$15 million investment in rehabilitating and repairing the it Sanitary Sewer System funded through the sewer rent user fees; and

WHEREAS, the parties have negotiated a n Inter-Municipal Agreement tailored to the Village that duly acknowledges these efforts, imposes an agreed-upon time-frame for certain compliance actions by the Village, and engages the County for assistance -- all towards the common goal of preserving and protecting the Long Island Sound; and

WHEREAS, the Agreement has been submitted to the Board for consideration. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an Inter Municipal Agreement with Westchester County with regard to inflow and infiltration issues.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Adams, Marino, Ceccarelli and Mayor Pilla
NOES: None

DATE: January 19, 2016

RESOLUTION No. 10

**SEQRA DETERMINATION OF SIGNIFICANCE
NEGATIVE DECLARATION
ZONING MAP CHANGE
52 ELDREDGE STREET**

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

WHEREAS, the Village Board of Trustees is in receipt of a zoning petition as submitted by Anthony Tirone, Esq. on behalf of property owner Frank Testa, to amend the Official Zoning Map of the Village of Port Chester for property known and designated as 52 Eldredge Street (Section 142.61, Block 1, Lot 5) on the Town of Rye Tax Map; and

WHEREAS, the petition involves the rezoning of 52 Eldredge Street from the R2F Two Family Residence District to the C1 Neighborhood Retail District to preserve and extend the commercial character of the Midland Avenue commercial corridor; and

WHEREAS, the project is defined as an Unlisted Action pursuant to Part 617 of the State Environmental Quality Review Act (SEQRA) regulations and requires a determination of significance; and

WHEREAS, the Village of Port Chester Board of Trustees serves as Lead Agency for the environmental review of this Unlisted Action. Now therefore be it

RESOLVED, that pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law, the Lead Agency has determined that the proposed Unlisted Action will not have a significant effect on the environment for the reasons enumerated in the attached Negative Declaration Form.

Approved as to Form:

Anthony Cerreto
Village Attorney

ROLL CALL

AYES: Trustee Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

DATE: January 19, 2016

REPORT OF THE VILLAGE MANAGER

INITIATIVES/PRIORITIES:

Strategic Planning: Strategic Actions (*Opportunity Areas #1 Downtown TOD, #2*

Downtown:

Municipal Center, #3 Waterfront Redevelopment/Revitalization, #4 Fox Island, #5 United Hospital Site Redevelopment). We continue to move forward with various strategic planning initiatives(see Planning and Economic Development activities report for more detail).

1) Opportunity Area #1:

Retail D (Background & Status): Applicant, G&S Port Chester LLC, has submitted a formal zoning petition pursuant to §345-34 to the Board of Trustees regarding former “Coney’s lot” (aka “Retail D”/“Unit 2B”).

The Applicant’s amended zoning petition reduces the total square footage of allowed development to approximately 72,000 square feet (from 90,000 sqft) to include approximately seventy-nine (79) rental dwelling units comprised primarily of studios and one-bedroom units and includes a density bonus provision: specifically, the Applicant requests the following bulk and density regulations applied:

- Maximum building height: 5 stories/70 feet
- Maximum Floor Area Ratio: 3.7;
- Minimum Lot Area per Dwelling Unit: 240 sq. ft.
- Front/Side/Rear Setbacks: None.
- Usable Open Space per Unit: None.

Next Steps:

The joint public hearing was adjourned until January 19, 2016. Village consultants and staff reviewing additional material submitted regarding potential environmental impacts, as requested. Action anticipated February 2016.

2) Opportunity Area #2: The National Development Council (NDC) has been engaged by the BOT to study the feasibility of developing a municipal center. The scope of work is to be conducted in phases leading up to an indicative Guaranteed Maximum Price for the construction of the building.

Again, The Appraisals for 222 Grace Church Street and 350 N Main Street came in and are summarized as follows:

o **222 Grace Church Street**

Fee Simple Interest- Senior Center Building- \$1.28 Million

Fee Simple Interest- Village Office Building- \$6.67 Million

Fee Simple Interest- Assumed Nursing Home Conversion- \$11.9 Million

o **305 N. Main**

Fee Simple Interest- As though Vacant- \$1.79 Million

Fee Simple Interest- As is- \$1.8 Million

Municipal Center Subcommittee

Per Board and Committee recommendation Trustee Ceccarelli and I held a conference call with McClaren, Wilson, & Lawrie Architects and Planners relating to the subject study, related programming needs, and construction cost. Mr. McClaren’s initial comments on the NDC/STV Programming Analysis and Construction estimates were quite favorable, based upon cursory review.

The agreement with McClaren, Wilson, & Lawrie Architects and Planners has been

executed and the results are expected within the next 2-3 weeks.

3) Opportunity Area #3: Bulkhead: DOS-LWRP FY2013-2014: awarded \$225,420 for design and construction plans + permits. BOT authorized budget amendment for dedicated fund for grant. The required Steering Committee has been established. Boswell Engineering is now in the data gathering phase including diving and inspections.

- Bulkhead Design Review Committee: The current proposal is to hold the first meeting on January 20th at 6:30 PM in the Village Hall conference room.

4) Opportunity Area #5: Redevelopment of the former United Hospital Site (Starwood). The Mixed-use redevelopment proposal for the former United Hospital site located within the Village's PMU Planned Mixed Use District to permit: 500 "Millennial" housing units, 240 age restricted housing units, an approx. 138-key limited service hotel, 100,000-200,000 square feet of medical office, approx. 90,000 square feet of retail, ample public and green space, and improved access to Abendroth Park. The applicant currently preparing draft Final Environmental Impact Statement.

- **AKRF:** reviewed the DEIS pursuant to SEQRA and delivered comments and recommendations regarding the substantive content of the DEIS. Staff has been meeting with AKRF and the applicant routinely (weekly) to keep forward progress. AKRF has completed its preliminary economic analysis and will present preliminary findings to the BOT at this meeting.

ACTIONS:

- 2016-2017 Budget Process:** Budget development for the coming fiscal year has been initiated. Department budget worksheets have been distributed. Meetings with department heads will begin early next month. **I would request that the BOT schedule a workshop in early February to discuss 6 month revenues/expenses and projections for year end.**

- Grant Writing:**

- Assistance to Firefighters Grant (AFG): The Village Grant Writing Group is filing an Assistance to Firefighters Grant (AFG) application for the purchase and installation of 16 mobile computer units in the rigs and other Department vehicles. The computers will grant access to the *IamResponding* software package that was recently implemented in the Department. The software provides details on fire calls, tracks responding volunteers and keeps records for each fire call which will provide better data and simplified reporting. The total request is for approximately \$96,930. This represents 90% of the total project cost of \$107,700 leaving the Village a potential 10% required match of \$10,700. Announcements for the application will begin in late March and roll through October. AFG announces 10 to 15 awards every Friday within that window. AFG offered \$306,000,000 in grant funding for 2016, 25% of which is reserved for combined career/volunteer departments such as ours. The application is limited to \$1,000,000 for a community our size. Staff chose to limit our application to a single project to focus efforts on our most competitive application.

- With this grant the Village has applied for nearly 1.25 million in dollars since the implementation of our agreement with our grant writing consultants Millennium Consulting LLC.

- Hazard Mitigation Planning (County-wide Plan):** This relates to our participation in Westchester County's preparation of a county-wide hazard mitigation plan

(preparedness for and response to hurricanes, blizzards, flooding, etc.) Our participation ensures eligibility for emergency management funding.

- Final draft report distributed to municipalities April 2015. Staff presented report at the May 18, 2015 meeting. Draft report reviewed and approved by FEMA and Westchester County. BOT must adopt inclusion into County-wide plan early 2016 to ensure federal funding opportunities for hazard mitigation and/or disaster recovery. Draft approval resolution anticipated February 2016.
- Local Waterfront Revitalization Program (LWRP):** this relates to the update to the adopted 1992 Village waterfront policy and vision plan including needed updated guidelines for Waterfront Commission project consistency review. DOS Staff and its legal department have worked with staff to develop the policies, based on BOT direction, which will pass muster with state-wide policies. This was the biggest hurdle we have faced. Staff resubmitted the document in Nov 2015. DOS responded that once they had a chance to look at it, they would be back in touch with us.
- Parking Meter Update:** A report and presentation on our parking meter system is on for this meeting.

DEPARTMENT UPDATES:

- Treasurer's Office:**
 - Budget kick off meeting held. Budget Work Sheets are due by January 28th, and rolling stack is due by February 1st. Department Head budget meetings scheduled.
- Village Attorney: See attached report.**
- Voter Education Coordinator: See attached report.**
- Justice Court: See attached report.**
- Parks and Recreation: See attached Report.**
- Planning and Economic Development: See Planning and Development Assistant Director's report.**
- Police Department: See Police Chief's report.**
- Senior Center / Nutrition: See report**
- Staffing (for information only): Note: Civil Service rules and regulations add an excessive amount of time and energy to the hiring process.**
 - Assistant Court Clerk: the assistant court clerk vacancy has been filled.
 - Senior Account Clerk (finance): interviews being conducted with an anticipated selection to be made by the end of the month.
 - The Village Engineer's position: Again, an offer of employment was made to the preferred applicant however they ultimately declined after a lengthy approval process. Interviews were conducted with the remaining two of the top three candidates. Preliminary selection of a finalist has been made and reference checks are underway. I expect appointment of same prior to the end of the month.
 - The Building Inspector List has been received and is currently being canvassed.
 - The Code Enforcement Director position has been advertised and resumes are forthcoming.
 - Police Promotions: currently two Police Sergeant promotions and two Police Lieutenant promotions are being evaluated. The list had been received and currently being

canvassed. Interviews are to follow thereafter. A recommendation to appoint the selected candidates is to occur on or before February 16th.

DISCUSSIONS

1. *Police/Court facility project update*
2. *Short and long term Parking Plan*
3. *Edgewood Park parking lot update*
4. *Transferring title of East Broadway from MTA to the Village*

CORRESPONDENCE

From the Port Chester Housing Authority regarding the Sewer Rent program

They are talking to upper levels of government. This situation will require time.

From Denise Quinn for the Tamarack Tower Foundation regarding permission to hang banners from May 5th thru June 5th for the 2016 "Taste of Port Chester"

This was approved without objection

From Clay Arts Center requesting Village sponsorship for an April event

We will invite them to speak before the Board next month.

From Putnam Engine & Hose Co. No. 2 on the election of Jeremy Gonzalez and John A. Barrett to active membership

Add on Resolution.

ACCEPTANCE OF JEREMY GONZALEZ AND JOHN A. BARRETT AS NEW MEMBERS OF PUTNAM ENGINE & HOSE CO. NO. 2

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

WHEREAS, at the January 2015, Putnam Engine & Hose Co. No 2, held an election for two new members; and

WHEREAS, Jeremy Gonzalez and John A. Barrett were elected to be new members. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the election of Jeremy Gonzalez and John A. Barrett to Putnam Engine & Hose Co. No 2.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:

DATE: January 19, 2016

From Putnam Engine & Hose Co. No. 2 on the expulsion of Claudio Ocasio from Active membership

Noted.

From Harry Howard Hook & Ladder Co. No. 1 on the transfer of Mark Iannarelli from Active status to Honorary Membership

Noted.

From Kevin Pellon regarding his resignation from the Planning Commission

Noted.

From Aspasia Tofano on her resignation from the Recreation Commission

Noted.

From Ciro Cuono regarding his interest to join the Planning Commission

He will be invited in for an interview.

From Alex Chavarria regarding his interest to join the Recreation Commission

He will be invited in for an interview.

PUBLIC COMMENTS

Mr. Bart Didden commented regarding grandstanding. In the past two weeks an e-mail was sent to the Mayor's office which made false allegations about work being done without a permit. He put the Village Attorney on notice that he will be filing a foil to gain access to the e-mail.

Mr. Rende complimented the four no votes on Sustainable Westchester. Five members of the board of Sustainable Westchester are elected officials. One of them is a former supervisor; and of the six remaining, none of them had any background in the energy field. Currently there are only three municipalities that have entered into an agreement.

Mr. Ferrera commented on Sustainable Westchester. This should have been brought back on the agenda before three months had passed since the public hearing. He is delighted it was voted down today. The I.D.A. has expressed a desire to be part of a holistic parking solution.

BOARD COMMENTS

Trustee Kenner thanked Jesica Youngblood for all the work she has done. The Terenzi family will be in our prayers.

Trustee Brakewood commented that we should have our hearings back on the agenda in a timely manner. He noted that he will miss Sam Terenzi. Along with his strategy skills, he had a good sense of humor.

Trustee Ceccarelli thanked Jesica for her good work. During public comments people should have respect for the Board. The Capitol Theater held a press conference last week but they never sent out an announcement to the Village Board. People have misunderstanding regarding the addition of deceased prominent people to the street signs.

Trustee Marino asked Village Manager Steers why we have an outside custodian part time. This would entail overtime. We should be using our own staff.

Trustee Adams expressed sympathy to the Terenzi family. February 27th at Mount Zion Hall there will be a Town Hall meeting. Everyone in the Village is invited to come and express any concerns. He wished Jesica Youngblood well.

Mayor Pilla commented we do a disservice when we criticize the Board and Staff. Mr. Steers greatest priority is hiring to fill the vacant positions. He thanked Jesica for her time with the Village. On January 24th we will have an interfaith service at Christ Church in Rye for Martin Luther King Day.

On motion of Trustee CECCARELLI, seconded by Trustee ADAMS, the meeting was declared closed at 12:12 a.m.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

Respectfully submitted,

David Thomas
Village Clerk

MEETING HELD FEBRUARY 1, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, February 1, 2016 in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Deputy Mayor Gregory Adams residing.

Present in addition to Deputy Mayor Adams were Trustees Daniel Brakewood, Gene Ceccarelli and Luis Marino.

Also present were: Village Attorney Tony Cerreto; Village Treasurer, Leonie Douglas; Chief of Police, Richard Conway; Administrative Aide to the Village Manager, Christopher Ameigh; Director of Planning, Eric Zampt,; Legal Intern, David Kenny; Fire Chief, Mike DeVittorio

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE CECCARELLI, the meeting was declared opened at 6:04 p.m.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino and Deputy Mayor Adams

NOES: None.

ABSENT: Mayor Pilla

On motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD, the Board voted to go into executive session to discuss:

- 1. Investigation relating to correspondence between the Village Manager and the Mayor***
- 2. Beautification interviews.***
- 3. G&S Exec Session***

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, the Board went into Executive Session to discuss:

- 1. Investigation relating to correspondence between the Village Manager and the Mayor***
- 2. Beautification interviews***

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, and Deputy Mayor Adams

NOES: None.

ABSENT: Mayor Pilla

At 7::19 the Board came out of executive session. Mayor Pilla called the public meeting to order.

Mayor Pilla introduced Mr. Eric Zamft, the new Village Planner.

Trustee Adams commented that he received several e-mails from Boards and Commissions asking that they not come before the BOT until after elections.

On motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI, Discussion Item #7 was tabled until the second meeting in April.

ROLL CALL

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

NOES: None.

PUBLIC HEARINGS

G&S Retail D rezoning petition submission and related EIS.

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the public hearing was reopened.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

Mr. Tartaglia commented that they responded to all the requests by the Village staff and its consultants.

PUBLIC COMMENTS AT THE PUBLIC HEARING:

Ms. Goldie Solomon asked for the proposal. Mayor Pilla replied it was to change the site plan from two stories of Retail to one story of Retail and four stories of Apartments. We cannot have any more residential in our Village.

Mr. Rende commented we tend not to remember what was down town. G&S invested a tremendous amount of money into our community. People in the community patronize the restaurants. Rental properties are doing well. This project needs to go forward on its merits.

Ms. Bea Conneta commented that we don't need any more condos. We are not helping our businesses. There is not enough parking for our restaurants.

Mayor Pilla tabled the public hearing until the availability of Mark Chertok.

Mr. Tartaglia commented these are not condos. They are market rate apartments. In connection about the concern of school children, they are not being generated by market rate apartments. With regard to parking, G&S has 80 spaces specified for this project in the parking structure.

Mr. Mark Chertok commented the two issues remaining are the traffic and the impact of traffic. This is a new use so it could be a traffic issue.

Walter Dunn of Dunn Engineering commented on the initial traffic study for this project. As part of the DEIS. We are recommending a different approach from the Village's traffic consultant. The Dunn analysis should be reconsidered.

Mr. Chertok commented that the parking would be in the excess spots at the Costco lot.

Trustee Marino commented on his concern about the distance between parking and the new development. Mr. Tartaglia commented we have to allow enough spaces for existing retail.

Trustee Ceccarelli commented on the traffic problems on Waterfront Street. It is a concern for any new development. Mr. Chertok answered this is a changed use.

Trustee Brakewood commented on how many parking spaces would be required by the retail versus what would have been required by more retail. Mr. Chertok replied that you have the number of spaces needed under this new proposal. There are different peaks in which the traffic is generated.

Ms. Bea Solomon commented that people parked in the G&S lot across the street from Applebees, Buffalo Wild Wings and Loews. It should remain a parking lot.

Mr. Richard Abel commented that Port Chester has changed a lot from a study done 16 years ago. The Mariner and the Castle have parking. The proposed parking at Starwood is around the building. Our center, with a five story building, would change the nature of Port Chester. A three story building would not change the nature of the Village. Every residential project we have approved has parking on site.

Trustee Kenner commented on who is going to be living in the apartments. Will they require parking?

Mr. Tartaglia commented that this builder has made almost 2,246 parking spaces.

Mr. Anthony Rende commented that people come from all over Westchester to shop and go to restaurants.

Ms. Conneta asked if this hearing today is just to change the number of floors of retail from two to one. .

Mayor Pilla suspended the public hearing until later in this meeting.

On the G&S matter, Mr. Chertok commented they have hammered out a proposed approach which can get them to the information needed to address outstanding issues of parking and traffic. We propose to close the zoning hearing.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE CECCARELLI, the public hearing on zoning was declared closed.

ROLL CALL:

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:

PUBLIC COMMENTS

Ms. Goldie Solomon commented that February is Black History Month. February 12th is Lincoln's Birthday, February 14th is Valentine's Day and February 22nd President's Day.

Mr. Tirone commented on the Capitol Theater parking application. Since Jesica Youngblood has left her planning position, the request has not been put on the BOT agenda. He requested the Board to accept the petition as filed and set a public hearing.

Mr. Richard Abel commented on the Resolution for terminating the NDC contract.

Ms. Bea Conneta commented that Sustainable Energy would have saved residents money. There would have been no risk. Port Chester is going to have an important election coming in March. Get out and vote.

Ms. Dina Goren and Ms. Linda Torturino spoke about dogs being left outside for an extended period of time with little water to drink. We have laws that prohibit the tethering of dogs. We need a new tether law in Port Chester.

Mr. Frank Ferrara commented regarding the termination of the NDC contract. Port Chester does not have an appetite for big spending. In the language of the resolution the money will be reallocated to the Mariner proper. The money should be toward a police station courthouse.

ADD ON RESOLUTION

APPOINTMENT OF MEMBER OF THE PLANNING COMMISSION

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

RESOLVED, that Ciro Cuono, residing in Port Chester, New York, hereby is appointed as a full member of the Port Chester Planning Commission to fill the seat previously held by Kevin Pellon effective immediately with said term to expire June 16, 2017.

Approved as to form;

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES:

ABSENT:

DATE: February 1, 2016

PRESENTATION

Ms. Leigh Taylor-Michelson of Clay Arts Center requested Village sponsorship for an April event. We will be having a Symposium and would like to hold it at the Senior Center.

ADD-ON RESOLUTION

CLAY ARTS CENTER SYMPOSIUM AT SENIOR CENTER

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

RESOLVED, that the Village of Port Chester support the co-sponsor the Symposium at the Senior Center to be held by the Clay Arts Center.

Approved as to form;

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:
ABSENT:

DATE: February 1, 2016

ADD ON RESOLUTION

SPONSORSHIP OF CLAY ARTS CENTER PROJECTS

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

RESOLVED, THAT the Village of Port Chester agrees to co-sponsor the Clay Arts Center project.

Approved as to form;

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:
ABSENT:

DATE: February 1, 2016

RESOLUTIONS

RESOLUTION #1

**AWARDING BID FOR EMINENT DOMAIN
LEGAL SERVICES RFP 2015-07**

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

WHEREAS, following a Board policy discussion, the Village Attorney was authorized to seek qualified law firms to assist the Board in considering the use of eminent domain to remedy substandard property at 23 Washington Street; and

WHEREAS, through a Request for Proposals process, the Village invited proposals for specialized legal services in the area of eminent domain (RFP 2015-07); and

WHEREAS, the Village received four proposals; and

WHEREAS, all proposers were interviewed and deemed more than qualified to provide such services; and

WHEREAS, the Village Attorney has recommended the law firm of Feerick Lynch MacCartney PLLC, South Nyack, New York, for award. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for RFP 2015-07 Eminent Domain Legal Services to Feerick Lynch MacCartney PLLC., 96 South Broadway South Nyack, New York, 10960, compensation to be \$250.00/hour..

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

FURTHER RESOLVED, that the funding for said work be appropriated from Law contractual line 1.1420.400

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustee Kenner, Brakewood, Adams, Ceccarelli and Mayor Pilla

NOES: Trustee Marino

DATE: February 1, 2016

Mr. Steers spoke on the delay in the Capitol Theater's application in accepting the request for parking pursuant to their request. The applicant said if there was a SEQRA clock they would suspend it. The Board would like to start the process.

RESOLUTION #2

DESIGNATING TIME PERIODS TO IMPLEMENT THE AFFORDABLE CARE ACT'S
LOOK-BACK, MEASUREMENT METHOD AND DETERMINING AFFORDABILITY

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

RESOLVED, that for the purpose of implementing the Affordable Care Act's look-back measurement method, the Village of Port Chester designates the following: a standard measurement period covering the period of November 1 through October 31; an administrative period covering the period of November 1 through December 31; and a stability period covering the period of January 1 through December 31.

RESOLVED, that for the purpose of determining the full-time status of new variable hour and seasonal employees, the Village of Port Chester designates the following: a 10 month initial measurement period commencing on the first day of the first month following the employee's date of hire; a one month administrative period; and a 12 month stability period.

RESOLVED, that for the purpose of determining whether, pursuant to the Affordable Care Act, the Village of Port Chester offered affordable health insurance coverage, the Village elects to determine affordability based upon the Box 1 wages set forth on each employee's W-2 form.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustee Kenner, Brakewood, Marino, Adams, Ceccarelli and Mayor Pilla

NOES:

DATE: February 1, 2016

RESOLUTION #3

BUDGET AMENDMENT – USE OF DEA FUNDS TO PURCHASE
DEFENDER INFLATABLE RESCUE BOAT FOR EMERGENCY RESPONSE

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

WHEREAS, the Police Chief is recommending the use of DEA Asset Forfeiture Funds to purchase a 12.5 foot commercial grade inflatable rescue boat with 15hp outboard motor and trailer with emergency response capability to floods and off season water rescue for \$6,184 from Defender Industries, Inc, Great Neck Road, Waterford, CT 06385. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the 2015-16 General Fund Budget as follows:

GENERAL FUND

Balance Sheet:

001-001-0695 Deferred Revenue Police DEA \$(6,184.00)

Revenues:

001-0001-2613 Use of Deferred DEA Revenue \$ 6,184.00

Appropriations:

001-3120-0200 Police Equipment \$ 6,184.00

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Adams, Marino, Ceccarelli and Mayor Pilla

NOES:

DATE: February 1, 2016

RESOLUTION #4

BUDGET AMENDMENT – USE OF DEA FUNDS TO
PURCHASE DESANTIS EDP BAG FOR THE SAFE RESTRAINT OF EMOTIONALLY
DISTURBED PERSONS

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

WHEREAS, the Police Chief is recommending the use of DEA Asset Forfeiture Funds to purchase a DeSantis EDP bag for the safe restraint of emotionally disturbed persons for \$599.99 from Optics Planet Inc, 3150 Commercial Avenue, Northbrook, IL 60062. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the 2015-16 General Fund Budget as follows:

GENERAL FUND

Balance Sheet:

001-001-0695	Deferred Revenue Police DEA	\$ (599.99)
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Revenues:

001-0001-2613	Use of Deferred DEA Revenue	\$ 599.99
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Appropriations:

001-3120-0220	Police Service Equipment	\$ 599.99
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Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Adams, Marino, Ceccarelli and Mayor Pilla

NOES:

DATE: February 1, 2016

RESOLUTION #5

**AUTHORIZING PAYMENT FOR TAXES OVERPAID FOLLOWING AN
ADMINISTRATIVE CORRECTION OF ERRORS PROCESS UNDER STATE REAL
PROPERTY TAX LAW**

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

WHEREAS, pursuant to the State Real Property Tax Law (RPTL), Marie A. Sileo and Richard J. Beauregard, owners of property located at 46 Grant Street, Section 141.44, Block 2, Lot 30 on the Tax Map of the Town of Rye, made application for refund and credit for the 2012, 2013 and 2014 Tax Years; on the ground that the disability rating made by the Town was not correct; and

WHEREAS, in correspondence dated September 29, 2015 from Mary Beth Murphy, Executive Director of the Westchester County Tax Commission, the County found that a clerical error was made by the Town and that the application should be approved pursuant RPTL Section 550.2(c); and

WHEREAS, the Board accepts the County Commission's findings so as to properly rectify this matter. Now, therefore, be it

RESOLVED, that the Village Treasurer be and is hereby authorized to make payment to Marie A Sileo and Richard J. Beauregard, owners of 46 Grant Street, Port Chester, Section 141.44, Block 2, Lot 30 on the Tax Map of the Town of Rye, in the amount of \$1,411.87, for taxes overpaid following an administrative correction of errors process through the Westchester County Tax Commission, payment to be made from FY 2015-16 General Fund budget line as follows:

1.1.1001	Real Property Taxes	\$1,411.87
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Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL:

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:

DATE: February 1, 2016

RESOLUTION #7

REAPPOINTMENT OF MEMBER TO
ZONING BOARD OF APPEALS

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

RESOLVED, that WILLIAM VILLANOVA residing in Port Chester New York is hereby
reappointed as a member of the Port Chester ZONING BOARD OF APPEALS, effective immediately
with said term to expire December 31, 2018.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:

DATE: February 1, 2016

RESOLUTION #8

REAPPOINTMENT OF MEMBER TO
ZONING BOARD OF APPEALS

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

RESOLVED, that EVELYN PETRONE, residing in Port Chester, New York is hereby reappointed as a member of the Port Chester ZONING BOARD OF APPEALS, effective immediately with said term to expire December 31, 2018

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:

DATE February 1, 2016

RESOLUTION #9

TERMINATING AGREEMENT WITH NATIONAL DEVELOPMENT COUNCIL TO STUDY BUILDING A 108,000 SQUARE FOOT MUNICIPAL CENTER THAT INCLUDES A REPLACEMENT VILLAGE HALL AND ADDITIONAL RETAIL SPACE

On motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the following resolution was adopted as revised by the Board of Trustees of the Village of Port Chester,

New York:

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, the last Resolved be stricken from the Resolution by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, Village Board of Trustees has established as a strategic priority that the Police / Court facility be expanded and modernized to suit the needs of the community; and,

WHEREAS, the Board of Trustees has recently established a Sub-committee consisting of three Trustees, the Village Manager, Police Chief, and additional Village staff; and,

WHEREAS, the Sub-committee has researched other Police / Court facilities to learn about other similar size communities' best practices and order-of-magnitude facility project costs; and,

WHEREAS, seeking to minimize costs and the financial impact to Port Chester taxpayers, the Sub-committee is looking in a direction that excludes constructing a replacement Village Hall and additional retail space; and

WHEREAS, the Board of Trustees has engaged the services of National Development Council for the purpose of studying the construction of a new 108,000 square foot municipal center that includes a replacement Village Hall, retail rental space, and a Police / Court facility. Now, therefore, be it hereby

RESOLVED, that the Board of Trustees directs the Village Manager to terminate the agreement with National Development Council for the aforementioned project; and be it further

RESOLVED, that the Board of Trustees directs the Village Treasurer to transfer the remaining unspent funds for the above study to the Mariner Proffer fund in the Trust and Agency account; and be it further

~~RESOLVED, that the Board of Trustees directs the Village Treasurer to designate said fund for the purpose of Housing Rehabilitation, Making Housing Affordable, and Neighborhood Revitalization.~~

Approved as to Form:

Anthony M. Cerreto, Village Attorney

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES:

DATE: February 1, 2016

A vote was taken on whether to keep the first WHEREAS, that the Police Court facility be expanded in the Resolution.

AYES: Trustees Brakewood, Marino, Adams and Mayor Pilla

NOES: Trustees Kenner, Ceccarelli

DATE: February 1, 2016

RESOLUTION #10

**SUPPORT FOR THE ENACTMENT OF THE ABANDONED PROPERTY
NEIGHBORHOOD RELIEF ACT TO FACILITATE A STATE-WIDE EFFORT TO ASSIST
MUNICIPALITIES IN THEIR MANAGEMENT OF VACANT AND ABANDONED
PROPERTIES**

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

WHEREAS, due to the ongoing national housing crisis, property owners are increasingly burdened with mortgages which exceeds the value of their homes; and

WHEREAS, as a result, owners abandon their properties with no intention to maintain or reoccupy their homes and typically are difficult if not impossible to locate; and

WHEREAS, although mortgagees and loan servicing companies may keep property taxes current, they do not typically assume any obligation to maintain the properties in conformance with state and local codes; and

WHEREAS, for various reasons, mortgagees and loan servicing companies are reluctant to complete the foreclosure process; and

WHEREAS, abandoned residences become magnets for crime, are a hazard to emergency response services; creates urban blight, decreases property values for surrounding properties, are a drain on all village services and negatively impacts the quality of life for all residents of the Village; and

WHEREAS, notwithstanding the foregoing, current State Law does not require mortgagees and loan servicing companies to maintain property before a judgment of foreclosure is obtained nor authorize a municipality to intervene in a mortgage foreclosure proceeding; and

WHEREAS, at the instance of the State Attorney General, bills were introduced in both houses of the state legislature in the 2015 legislative session that were entitled "the New York State Abandoned Property Neighborhood Relief Act" which would ameliorate the current problems by:

-imposing the duty on mortgagees and loan servicing companies to maintain vacant and abandoned properties in compliance with the State Property Maintenance Code and authorizing a municipality to bring suit in the event that they are in violation.

- requiring the State Attorney General to establish and maintain a state-wide vacant and abandoned property electronic registry imposing disclosure requirements on mortgagees and loan servicing companies and a toll-free “hot line” to receive complaints from neighbors of vacant and abandoned properties.

-authorizing municipalities to intervene in any foreclosure proceeding to request an injunction to assure the property is maintained in conformance with the Code and that the foreclosure proceeding is timely prosecuted; and.

WHEREAS, these bills did not advance out their respective committees to the floor for full consideration; and.

WHEREAS, the Board of Trustees has been informed that these bills may be refiled and takes the earliest opportunity to call upon its state elected officials to assure passage of same this year for the benefit of the Village of Port Chester. Now, therefore, be it,

RESOLVED, that the Board of Trustees hereby calls upon State Senator George Latimer and Assemblyman Steve Otis to gather support in their respective houses for the passage of the “State Abandoned Property Neighborhood Relief Act”, in the 2016 legislative session.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES:

DATE: February 1, 2016

REPORT OF THE VILLAGE MANAGER

Grant Writing Workgroup report

Chris Ameigh reported the Village had been awarded a grant of \$850 in CDBG money this year, which is about 20% of the pool.

DISCUSSIONS

1. **Work from home policy**

Trustee Brakewood commented there should be a policy about when people can work from home and when they have to be in the office. Village Manager Steers would like to discuss this in Executive Session.

2. **Public Officer's Residency**

Village Manager Steers requested this be discussed in Executive Session.

3. **Hotel Tax**

Trustee Brakewood commented this is important to our Village. Assemblyman Otis is working on this policy to present to the Governor's office.

4. **Police/Court Building Project update**

Village Manager Steers commented by the next meeting we should have the report.

5. **Parking signs**

We had a discussion on whether to do custom signs or do standard. Village Manager Steers commented he has ordered the regular signs for now but will get custom for the Village anniversary.

6. **PCHA Sewer Rent**

The Housing Authority sewer rent is in arrears. There are a large amount of properties in arrears. Their liability is \$74,000.

7. **Code of Ethics – Local Law**

CORRESPONDENCE

CDBG Program Award

This was discussed earlier in the meeting.

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

PUBLIC COMMENTS

None

BOARD COMMENTS

Trustee Ceccarelli thanked the DPW for the good job during the snowstorm. We need to do something as a number of critical Village staff are leaving.

Trustee Marino commented he would like to know the reasons why staff are leaving.

Trustee Adams reiterated that Saturday, February 27th is a Town Hall meeting at the Mt. Zion fellowship hall. The elections in March will have early voting March 7th through 12th. at 222 Grace Church Street and March 15th will be the election. The minutes of the April 7th meeting have a resolution regarding the Deputy Mayor that is not in agreement with the video.

Mayor Pilla commented on early voting and cumulative voting in the upcoming election. .The agenda backup for January 15th is no longer on the web.

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the meeting was adjourned at 11:26 p.m.

Respectfully submitted,

Dave Thomas
Village Clerk

MEETING HELD FEBRUARY 4, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, February 4, 2016 in the Conference Room of Village Hall, 222 Grace Church Street, Port Chester, New York, with Mayor Denis Pilla presiding.

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

It should be noted that Trustee Joseph Kenner was absent.

Also present were: Village Clerk, David Thomas; Village Manager, Christopher Steers; Village Attorney, Anthony Cerreto.

On motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD the meeting was declared opened at 6:10 p.m.

ROLL CALL

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pilla.

NOES: None.

ABSENT: Trustee Kenner.

DATE: February 4, 2016

DISCUSSIONS

Mr. Daniel Tartaglia spoke on the subject of the proposed closure of the G&S Marina Parking Lot

RESOLUTIONS

On a motion by TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the following resolution was added by the Board of Trustees of the Village of Port Chester, New York,

ROLL CALL

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pilla.

NOES: None.

ABSENT: Trustee Kenner.

DATE: February 4, 2016

MOTION FOR EXECUTIVE SESSION

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the Board adjourned into an executive session regarding

1. Particular persons appointed

ROLL CALL

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pilla.

NOES: None.

ABSENT: Trustee Kenner.

DATE: February 4, 2016

RESOLUTION# 1

APPOINTMENT OF ELECTION INSPECTORS

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

ROLL CALL

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pilla.

NOES: None.

ABSENT: Trustee Kenner.

DATE: February 4, 2016

RESOLUTION

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

RESOLVED, that the Election for the Village of Port Chester, New York has been called and will be held on the 15th day of March, 2016 between the hours of 7:00 A.M. and 9:00 P.M., and early voting in Port Chester will be held from March 7th to March 11th, 2016 9:00 AM to 8:00 PM and March 12th, from 9:00 AM to 5:00 PM at Village Offices in the Village Conference Room, at 222 Grace Church Street in Port Chester, NY

BE IT FURTHER RESOLVED, that the following named are qualified Election Inspectors and are hereby appointed for said election; PERCY ARANGO, MARY BORRERO, JACQUELINE BROWN, CANDIDA CHABRIER, MARY CLAROS, FERNANDO GOMEZ, PEDRO LOPEZ,

GLADY NAJERA, NORMA RAMIREZ, LYDIA RODRIGUEZ, MARIO R. SALAVERRIA, LOUISA SOLIVAN, NIURKA VELEZ, LINDA KOCHANOWICZ, RICHARD KOCHANOWICZ, AND ARLENE CUMMINGS, .

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Adams, Brakewood, Ceccarelli and Mayor Pilla

NOES: None

ABSENT: Trustees Kenner, Marino and Terenzi

DATE: January 12, 2016

At 6:18 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI, the meeting was closed.

ROLL CALL

AYES: Trustees Adams, Brakewood, Ceccarelli and Mayor Pilla

NOES: None.

ABSENT: Trustees Kenner, Marino and Terenzi.

DATE: January 19, 2015

Respectfully submitted,

David Thomas
Village Clerk

MEETING HELD FEBRUARY 16, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, February 16, 2016 in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

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

Also present were: Village Manager, Christopher Steers; Village Attorney Tony Cerreto; Village Treasurer, Leonie Douglas; Village Clerk, David Thomas; Chief of Police, Richard Conway; Administrative Aide to the Village Manager, Christopher Ameigh; Director of Planning, Eric Zamp; Legal Intern, David Kenny; Fire Chief, Edward Quinn

On motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI, the meeting was declared opened at 6:07 p.m.

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

On motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD, the Board voted to go into executive session to discuss:

- 1. Particular persons in the Building Department*
- 2. Particular persons in the Police Department*

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the Board went into Executive Session

ROLL CALL

AYES: Trustees Kenner, Ceccarelli, Marino, Adams and Mayor Pilla.

NOES: None.

ABSENT: Trustee Brakewood

At 6:50 the Board came out of executive session. Mayor Pilla called the public meeting to order.

PUBLIC COMMENTS

Mr. William Roth commented on his car being towed and impounded. He is being led around in a circle.

The Village Manager asked to go into executive session to discuss with the Police Chief relating to an ongoing investigation.

A motion was made by Trustee Marino, seconded by Trustee Kenner, that we add on an executive session to discuss an ongoing police investigation.

ROLL CALL

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

NOES: None

A motion was made by Trustee Kenner, seconded by Trustee Ceccarelli that we go into executive session.

ROLL CALL

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

NOES: None

At 7:03 p.m. the Board came out of executive session.

Ms. Goldie Solomon commented on the Father Rinaldi dinner dance in the spring. February has many events to celebrate.

Mr. Bart Didden commented on behalf of the Waterfront Commission. There are concerns about how the present position does not conform with the LWRT. The Planning office makes it easy for you to brush over our concerns. The site plan issues are important.

RESOLUTIONS

RESOLUTION #1

APPOINTMENT OF AARON ELIOT TO THE BEAUTIFICATION COMMISSION

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

RESOLVED, that Aaron Elliot, residing in Port Chester New York be and hereby is appointed as a member of the Port Chester BEAUTIFICATION COMMITTEE, effective immediately with said term to expire on July 1, 2018.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

DATE: February 16, 2016

RESOLUTION #2

ACCEPTING THE PETITION OF THE CAPITOL THEATRE FOR AN AMENDMENT TO THE ZONING REGULATIONS WITHIN THE C5 TRAIN STATION MIXED USE DISTRICT WITH REGARD TO OFF-STREET PARKING REQUIREMENTS FOR REVIEW AND CONSIDERATION, DETERMINING THE CLASSIFICATION OF THE PROPOSED ACTION AS AN UNLISTED ACTION AND DECLARING THE VILLAGE OF PORT CHESTER BOARD OF TRUSTEES' INTENT TO ACT AS LEAD AGENCY FOR THE PROPOSED ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND REFERRING THE MATTER TO THE PLANNING COMMISSION FOR STUDY AND REPORT TO THE BOARD OF TRUSTEES

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

WHEREAS, on January 4, 2016 the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the "Applicant") duly filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A)(3), with supporting documents requesting that the Board place the matter on the Board's agenda for review and consideration (herein referred to as the "Petition"); and

WHEREAS, the Petition seeks to change restrictions with respect to parking requirements for the C5 Train Station Mixed-Use District in order to enhance the viability and growth of businesses located in the downtown business district; and

WHEREAS, the Board finds that the determination to accept the Petition is entrusted to the Board's sole discretion; and

WHEREAS, the Village of Port Chester is committed to the economic revitalization of Port Chester that is sustainable both environmentally and socioeconomically; and

WHEREAS, the general availability of parking within the downtown area is a concern of the Village of Port Chester and the Board of Trustees acknowledges that it is a complex issue that has impacts upon the economic vitality of the downtown area; and

WHEREAS, the Petition is tied to the general availability of parking within the downtown area and that economic vitality; and

WHEREAS, the Board has been advised that Village staff cannot properly evaluate the Petition without a greater understanding of existing parking conditions within the downtown area, the Applicant's current parking usage, and the potential impact of the Petition beyond the project site on the availability of parking within the downtown area; and

WHEREAS, the Board's action to accept the petition for review and consideration requires a public process of review and comment with regard to potential impacts and mitigation under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Board further finds that the determination as to whether to adopt the zoning amendments proposed is also entrusted to the Board's sole discretion. Now, therefore, be it

RESOLVED, that the Village of Port Chester Board of Trustees accepts the Petition as presented for review and consideration; and be it further

RESOLVED, the Board finds that the Petition is an Unlisted Action pursuant to NYCRR 617 of the SEQRA regulations; and be it further

RESOLVED, that the Board of Trustees hereby gives notice of its intent to be Lead Agency for the purpose of reviewing the Petition and any necessary related land use approvals; and that this Notice of Intent, the Petition and exhibits thereto, including the Environmental Assessment Form, be circulated to the following Involved Agencies and Interested Agencies:

Potential Involved and Interested Agencies:

New York State Department of Environmental Conservation, Region 3
ATTN: Daniel Whitehead, Regional Permit Administrator
21 South Putt Corners Road
New Paltz, NY 12561-1620

Westchester County Planning Board
ATTN: Jeremiah Lynch, Chairman
148 Martine Avenue
White Plains, NY 10601

Westchester County Department of Public Works
ATTN: Jay Pisco, Commissioner
148 Martine Avenue
White Plains, NY 10601

Port Chester Planning Commission
ATTN: Gregg Gregory, Chairman
Port Chester Village Hall

222 Grace Church Street
Port Chester, NY 10573

Port Chester Zoning Board of Appeals
ATTN: William Villanova, Chairman
Port Chester Village Hall
222 Grace Church Street
Port Chester, NY 10573

Environmental Notice Bulletin (ENB)

; and be it further

RESOLVED, that the matter be referred to the Planning Commission for their study and report.

Approved as to Form:

Village Attorney
Anthony Cerreto

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

DATE: February 16, 2016

Mr. Tirone commented on the Capitol Theater parking and the zoning code. There are thousands of parking spaces available in the Village. He asked the Board to accept the petition and set a Public Hearing.

Planning Director Zampt commented that they are comfortable moving forward. We now have incomplete information. We need to understand the situation before being able to work on any solutions. We can get the SEQRA process going.

Village Manager Steers commented we need to have an analysis either alone or in coordination with the applicant. The Resolution is fine the way it is written.

Mayor Pilla commented he would not like this to take six months. We cannot direct people where to park.

RESOLUTION #3

**FINDINGS OF THE VILLAGE OF PORT CHESTER BOARD OF TRUSTEES
WITH REGARDS TO THE CONSISTENCY OF THE G&S RETAIL D PETITION
WITH THE VILLAGE'S ADOPTED 1992 LOCAL WATERFRONT REVITALIZATION
PLAN**

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the resolution was brought before the Board of Trustees of the Village of Port Chester, New York.

On motion of TRUSTEE MARINO, seconded by TRUSTEE KENNER, this resolution was tabled until the meeting of March 7th.

ROLL CALL

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

NOES: None

ABSENT: None

RESOLUTION #4

PROMOTION TO POLICE SERGEANT WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that MICHAEL SPIZZIRRI, CHRISTOPHER E. CECCARELLI and REINALDO SANTAMARIA be and hereby are promoted to Sergeants of the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Marino, Adams and Mayor Pilla

NOES: None

RECUSED: Trustee Ceccarelli

ABSENT: Trustee Brakewood

DATE: February 16, 2016

and

PROMOTION TO POLICE LIEUTENANTS WITH THE VILLAGE OF PORT
CHESTER

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

RESOLVED, that THOMAS FLEMING and STEVEN A. BARBARA be and hereby are promoted to Lieutenant of the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

DATE: February 16, 2016

RESOLUTION #5

COURT – ACCEPTANCE OF JCAP GRANT

This Resolution was withdrawn by the Village Treasurer.

RESOLUTION #6

AUTHORIZING AGREEMENT WITH SOUTH EAST CONSORTIUM FOR SPECIAL SERVICES, INC. TO PROVIDE A COLLECTIVE PROGRAM FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES AND SPECIAL NEEDS

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

WHEREAS, the South-East Consortium for Special Services, Inc. provides a special recreation program for citizens with developmental disabilities and special needs through a long-standing agreement with several municipalities in Westchester County; and

WHEREAS, the Village of Port Chester has been a party to this agreement which is up for renewal for calendar year 2016; and

WHEREAS, the program has successfully provided opportunities to our disadvantaged citizens. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to sign an Inter Agency Agreement with the South East Consortium for Special Services, Inc., with the City of Rye, the Towns of Eastchester, Mamaroneck, Pelham, the Village of Scarsdale, the Town-Village of Harrison, the Villages of Port Chester, Rye Brook and Mamaroneck, to provide a collective program for special recreation services for citizens with developmental disabilities and special needs for the calendar year of 2016; and be it further

RESOLVED, that the contribution in the amount of \$21,829.00 has been appropriated in General Fund line item #001-7310-0455.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

DATE: February 16, 2016

RESOLUTION #7

**AUTHORIZING APPLICATION FOR RENEWAL OF FOOD SERVICE PERMIT
APPLICATION FOR THE SENIOR NUTRITION PROGRAM**

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

WHEREAS, the Village of Port Chester provides food services as part of the Senior Nutrition Program; and

WHEREAS, such services require a food service permit from the Westchester County Department of Health; and

WHEREAS, the Village is required to make application for a renewal of the permit which is issued on an annual basis. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to make application with the Westchester Department of Health for a renewal of the food service permit with regard to the Senior Nutrition Program.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None

ABSENT: Trustees Brakewood

DATE: February 16, 2016

RESOLUTION #8

SENIOR CENTER - ACCEPTING \$500.00 DONATION

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

WHEREAS, 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:

\RESOLVED, 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:

Accept donation of \$500.00 to the Port Chester Senior Center from Schwab Charitable Donations on behalf of Alice & Joseph Antonelli JT Account. This is given in memory of Jenny Richards.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES:

ABSENT: Trustee Brakewood

DATE: February 16, 2016

RESOLUTION #9

AUTHORIZING AGREEMENT WITH JUDITH A. CASIO TO PROVIDE ZUMBA
INSTRUCTION FOR SENIOR CITIZENS PROGRAM

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

WHEREAS, the Village of Port Chester has an active Senior Citizen program; and

WHEREAS, the Village requires qualified persons to provide instruction; and

WHEREAS, the Director of the Senior/Community Center has selected persons to serve the Village for 2015-2016; and

WHEREAS, the Village requires a qualified Zumba instructor to complete the program; and

WHEREAS, the expense for same is provided for in the 2015-2016 Village Budget. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement with Judith A. Casio to provide Zumba instruction for the Senior Citizen program, compensation to be \$50/class for each Thursday class. :

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None

ABSENT: Trustees Brakewood

DATE: February 16, 2016

RESOLUTION #10

SENIOR CENTER – AUTHORIZING THE RENEWAL APPLICATION FOR NUTRITION PROGRAM FOR THE ELDERLY, DEPARTMENT OF HEALTH PERMIT #01-6620-B

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

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;

Resolution to authorize the renewal application for the Nutrition Program for the Elderly, Department of Health permit. Permit #01-6620-B expiration date: March 31, 2017.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None

ABSENT: Trustees Brakewood

DATE: February 16, 2016

RESOLUTION #11

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER WITH REGARD TO PARTICIPATION IN THE STOP DWI PROGRAM FOR 2015-2016

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

WHEREAS, the Westchester County STOP DWI Program (“Program”) is an overtime, added patrol effort with participating municipal police departments to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving; and

WHEREAS, upon submission of documentation, the County reimburses the participating department for overtime expense not to exceed a prescribed amount; and

WHEREAS, the County has forwarded a proposed Intermunicipal Agreement (IMA) to the Village of Port Chester that would enable the Port Chester Police Department to continue its

participation in the Program for the period October 1, 2015 through September 30, 2016, with reimbursement not to exceed \$12,000; and

WHEREAS, the Chief of Police supports the Police Department's continued participation in the program. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an IMA with the County of Westchester to continue the Port Chester Police Department's participation in the Stop DWI Program for 2015-2016.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

DATE: February 16, 2016

REPORT OF THE VILLAGE MANAGER

Demolition of 201 Grace Church Street is moving forward. It should be completed by the end of March. The Environmental Impact Report should be done by the end of this month. There will be fire and police training between now and demolition. Steps will be taken to inform surrounding neighbors. We should have someone from the Parks Commission come to the next meeting to discuss the parking lot and bathroom.

We have worked out the details with the Clay Arts Center for the program at the Senior Center on April 16th.

Replacement of the traffic signal at Glen and North Regent is under way.

Specs for the lights in Columbus Park are being drafted. We are trying to figure the low-cost alternative.

We ordered parking meter signs to replace those missing around the Village. We ordered the directional signs that will be put up by our DPW crew.

The redesign of the bulkhead is under way. We are expecting construction to begin next year.

The Pay by Phone system upgrade is being worked on this month.

DISCUSSIONS

Short term municipal parking improvements status update.

Signs should be available the end of February and the Pay by Phone app in March when the system upgrade is complete.

Developing a long-term municipal parking plan

We have to look at our ordinances and our rates and parking in general to better optimize downtown parking. Planning Director Zampt is working with the idea to sponsor a parking management study. We should work on solutions for short term and then for long term. Trustee Ceccarelli commented that we have plenty of parking, it's just not convenient.

Starwood Project Update

Mayor Pilla gave an update of his meeting with Starwood representatives. It would provide hundreds of jobs and millions of dollars in indirect benefits.

Trustee Ceccarelli gave an update on his visiting other Police Courthouses. He looked to validate the needs of the Port Chester department. Trustee Marino asked for a discussion at the next meeting.

CORRESPONDENCE

From Mellor Engine & Hose Co No. 3, Inc. on the election of Brian Rodriguez to active membership

This will be an add-on.

ADD-ON RESOLUTION

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the resolution to elect Brian Rodriguez to the rolls of Mellor Engine & Hose Co. No. 3, Inc. was adopted by the Board of Trustees of the Village of Port Chester, NY.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

DATE: February 16, 2016

Request from Clay Arts Center - \$5000.00 contribution

This is already in the Budget. Mayor Pilla will meet with them next week to see how we can rationalize this for next year.

Request for Procession – Corpus Christi

This will be forwarded to Staff for approval.

Funding Clean Water Infrastructure Grant Program

Staff is working on this Grant.

Port Chester Board of Education PAS approval letter – Color-a-thon

This will be referred to Staff.

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

PUBLIC COMMENTS

Mr. Bart Didden commented on the Long Range Parking Study. By raising the hourly rate it does not take into consideration the minimum wage earner. There are not enough parking spaces allocated for the people who work in the downtown area.

Mr. Richard Abel commented that the people who live in the downtown area are subject to the rates for parking. No single developer should get special treatment.

BOARD COMMENTS

Trustee Ceccarelli commented the parking needs to be looked at. People should not have to move their car every four hours. Regarding the traffic light at King and Putnam with a right hand arrow, we should have the DOT look at this. If we get a grant for the sewer repair, will this reduce the costs to the taxpayers for sewer rent? Village Manager Steers commented if we get the grant it will affect the following budget.

Trustee Marino commented on moving forward with the Police Station.

Trustee Adams commented there is a Town Hall meeting on February 27th at Mt. Zion from 10:00 A.M. to 1:00 P.M. We would like someone from the Village to give a presentation on cumulative voting and early voting.

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the meeting was adjourned at 9:21 P.M.

ROLL CALL: Trustees Ceccarelli, Marino, Adams and Mayor Pilla

NOES:

ABSENT: Trustees Kenner and Brakewood

DATE: February 16, 2016

Respectfully submitted,

Dave Thomas
Village Clerk

MEETING HELD MARCH 7, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, March 7, 2016 in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

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

Also present were: Village Attorney Tony Cerreto; Village Treasurer, Leonie Douglas; Village Clerk, David Thomas; Chief of Police, Richard Conway; Administrative Aide to the Village Manager, Christopher Ameigh; Director of Planning, Eric Zamft; Legal Intern, David Kenny; Fire Chief, Edward Quinn

On motion of TRUSTEE ADAMS, seconded by TRUSTEE KENNER, the meeting was declared opened at 6:07 p.m.

ROLL CALL

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

NOES: None

ABSENT: Trustee Brakewood

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the Board voted to combine the executive sessions to discuss:

- 1. Interim report from Special Counsel regarding correspondence between the Village Manager and the Mayor*
- 2. Consultation with Special Counsel on the matter of G&S Zoning Petition.*

ROLL CALL

AYES: Trustees Kenner, Ceccarelli, Marino, Adams and Mayor Pilla.

NOES: None.

ABSENT: Trustee Brakewood

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the Board went into Executive Session to discuss:

- 1. Interim report from Special Counsel regarding correspondence between the Village Manager and the Mayor*
- 2. Consultation with Special Counsel on the matter of G&S Zoning Petition.*

ROLL CALL

AYES: Trustees Kenner, Ceccarelli, Marino, Adams and Mayor Pilla.

NOES: None.

ABSENT: Trustee Brakewood

Trustee Brakewood arrived at 6:10 p.m.

At 7:40 the Board came out of executive session. Mayor Pilla called the public meeting to order.

PUBLIC COMMENTS

Ms. Goldie Solomon commented on the Village election on March 15th and early voting. We need to have our taxes come down. Our schools are overloaded. Carver Center should receive a community service award. She wished all a happy St. Patrick's Day.

Ms. Evelyn Petrone commented about the activities of the 5-member Ethics Board. We are trying to amend the Village Code to bring it up-to-date. We are going to have an Ethics Training seminar on Thursday, April 7th. It is important for the employees, board members and commission members to attend. John Mancini will again head this seminar. Mark Davies of New York City Ethics Board will also be in attendance. The public is also invited.

Mr. Bart Didden, in his capacity of Chairman of the Waterfront Commission, commented on the resolution for Retail B of the G&S project. The extra items that come off the coastal form do belong in the site plan review. These are major infrastructure issues. The Village does not have a modified pilot agreement for this property. How can you move forward without knowing the tax base? Once you agree to change the zoning it gives the developer rights that you can't take away.

Mr. Greg Hamilton commented on King Street being a straight-away. There should be a sign showing drivers their speed. There are sidewalks on Pine Place that need to be replaced. There should be a recycle bin in Lyon Park.

Ms. Diane Ray, as a member of the Dog Park Group, commented that she is in support of the dog Tether Law.

Mr. Richard Abel commented on the second Executive Session topic. Mayor Pilla replied it was to speak with counsel on the G&S SEQRA determination.

Jerry Terranova, Chairman of the Parks Commission, spoke on the Edgewood Park renovations, including demolishing the house and the new parking lot. The Parks Commission wants to put in bathrooms.

RESOLUTION #9

ADVANCING ENHANCEMENTS TO INCREASE RECREATIONAL PROGRAMMING AND PROMOTE GREATER OVERALL UTILIZATION OF EDGEWOOD PARK

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

On motion made by TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI, the resolution was amended by the Board of Trustees of the Village of Port Chester, New York with the insertion of the date April 30th.

WHEREAS, at the instance of the Park Commission, the Village acquired property at 201 Grace Church Street adjacent to the park so as to provide on-site parking and thereby facilitate increased recreational programming and promote greater overall utilization of the park; and

WHEREAS, the Board has since requested that the Park Commission to make a determination as to the proposed location, layout and configuration of the parking lot, restroom facilities and other enhancements at the park; and

WHEREAS, recognizing existing fiscal constraints and limited resources with the desire to deliver tangible results, the Board seeks to phase the implementation of the desired enhancements deeming as a first priority the construction of the parking area. Now, therefore, be it

RESOLVED, the Board of Trustees expresses its intent that the parking area at Edgewood Park be constructed so that it may be available for use by April 30, 2016; and be it further

RESOLVED, invites the Park Commission to a joint meeting to advance the enhancements at the park on this timetable; and be it further

RESOLVED, that in the interim, the Village Manager work with the Village's consulting engineer to assist the Park Commission in their deliberations to develop cost estimates, plans and working bid documents.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

DATE: March 7, 2016

PRESENTATIONS

Presentation from Lumen Light Solutions regarding LED Street Lighting

Lumen Light Solutions gave a presentation on how to save on your energy costs by changing street lights to LED.

GFOA Distinguished Budget Presentation Award

Ms. Beatrice Jones presented the Distinguished Budget Presentation Award to the Village of Port Chester. The Government Finance Officers' Association were present to show support to the Village for the fine work done. The purpose of the Distinguished Budget Presentation award is to encourage government to prepare budget documents of the highest quality for citizens and other interested parties.

RESOLUTIONS

RESOLUTION

ISSUE NEGATIVE DECLARATION UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH REGARD TO THE PETITION OF G&S

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

WHEREAS, G&S Port Chester LLC (the "Applicant") owns the property parcels known as Section 142.031, Block 1, Lots 3, 4, 5, 6, 20, 21, 22, 23, and 24 of the Town of Rye Official Tax Map and interstitial Liberty Street Right-of-Way, which consists of approximately 23,138 square feet (the "Property"); and

WHEREAS, on 1999, the Applicant received approval from the Board of Trustees (hereinafter referred to as the "Board") to develop the Property for retail use as part of the Modified Marina Redevelopment Project (MMRP) in 1999; and

WHEREAS, such approval allows use of the Property for 48,000 gross square feet of retail use (approximately 40,000 net square feet of such use); and

WHEREAS, on December 5, 2014, the Applicant submitted a Petition to the Board to amend the zoning map and text amendments to the Urban Renewal Plan for the MMRP, regulations to the MUR Marina Redevelopment Project Renewal District, and Concept Development Plan of the Modified Marina Redevelopment to permit multi-family residential development of the Property and to add a multifamily dwelling parking regulation for the required parking table; and

WHEREAS, on October 1, 2015, the Applicant submitted an Amended Petition to the Board for amendments to (i) the Urban Renewal Plan for the MMRP, (ii) the regulations of the MUR MMRP Urban Renewal District of the Village of Port Chester, and (iii) the Concept

Development Plan of the MMRP to permit residential use of the Property, and to amend the MMRP Urban Renewal Plan and MUR District regulations to add a multifamily dwelling parking regulation to the required parking table (the “Proposed Rezoning”); and

WHEREAS, the Applicant specifically seeks amendments to the MUR Marina Redevelopment Project Urban Renewal District in order to develop the Property for a mixed residential and commercial use development, consisting of approximately 12,000 square feet of ground floor retail space and 60,000 square feet of residential space (79 residential dwelling units, primarily studios and one-bedroom units), which includes a density bonus provision for additional floor area (the Proposed Rezoning and proposed development are, collectively, the “Proposed Action”); and

WHEREAS, on October 5, 2015, the Board adopted a resolution accepting the Applicant’s Amended Petition for consideration; and

WHEREAS, the Board has found that the Proposed Action is an Unlisted Action pursuant to the State Environmental Quality Review Act (“SEQRA”) and the regulations at 6 NYCRR Part 617 and has noticed its intent to serve as Lead Agency for the purposes of a coordinated review;

and

WHEREAS, the Village Clerk forwarded a copy of such notice of intent, Amended Petition and supporting materials to all designated involved and interested agencies; and

WHEREAS, all involved agencies have advised that they do not object to the Board’s designation as lead agency or more than 30 days have elapsed since notification of the Board’s notice of intent; and

WHEREAS, at a duly noticed meeting on December 15, 2015, the Board designated itself as lead agency pursuant to SEQRA at a duly noticed meeting; and

WHEREAS, the Board retained independent consultants to review the submissions made by the Applicant pursuant to SEQRA; and

WHEREAS, the Amended Petition submitted by the Applicant included a Long Form Environmental Assessment Form (“EAF”), together with supporting material, pursuant to SEQRA; and

WHEREAS; the Board held a public hearing on the Petition that commenced on November 2, 2015 and was closed on February 1, 2016; and

WHEREAS, in response to inquiries by the Board, its Staff and independent consultants, and the public, the Applicant submitted further information pursuant to SEQRA; and

WHEREAS, the Board Staff and its independent consultants recommended that the Board of Trustees issue a determination that the Proposed Action would not have a significant

adverse environmental impact; and

WHEREAS, the Board has reviewed and carefully considered the EAF and additional submissions made by the Applicant, public comments, and the recommendations of its Staff and independent consultants. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby determines that the Proposed Action will not have a significant adverse impact on the environment for the reasons set forth in the accompanying Negative Declaration, which is incorporated hereto and made a part hereof; and and be it further

RESOLVED, that the Village Clerk is directed to undertake all filings and service of this Resolution pursuant to the regulations governing SEQRA at 6 NYCRR 617.12.

Approved as to form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: TRUSTEES KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS
AND MAYOR PILLA

NOES: NONE

ABSENT:

DATE: March 7, 2016

RESOLUTION

FINDINGS OF THE VILLAGE OF PORT CHESTER BOARD OF TRUSTEES WITH REGARDS TO THE CONSISTENCY OF THE G&S RETAIL D PETITION WITH THE VILLAGE'S ADOPTED 1992 LOCAL WATERFRONT REVITALIZATION PLAN

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

WHEREAS, on October 1, 2015, the Village Board of Trustees received an amended zoning petition from G&S Port Chester LLC (herein referred to as "Applicant") to amend the respective zoning map and text amendments to the Urban Renewal Plan for the Modified Marina Redevelopment Project, regulations to the MUR Marina Redevelopment Project Renewal District,

and Concept Development Plan of the Modified Marina Redevelopment to permit multi-family residential development (the “action” or “petition” or “proposal”); and

WHEREAS, the proposal includes the parcels designated as Section 142.31, Block 1, Lots 3, 4, 5, 6, 20, 21, 22, 23 and 24 of the Town of Rye Official Tax Map as well as the interstitial Liberty Street Right-of-Way; and

WHEREAS, the proposal specifically seeks creation of a new “MUR-MU Marina Urban Redevelopment Mixed Use District” to develop the subject site for a mixed residential and commercial use development, consisting of approximately 12,000 square feet of ground floor retail space and 60,000 square feet of residential space (79 residential dwelling units, primarily studios and one-bedroom units), which includes a density bonus provision for additional floor area; and

WHEREAS, pursuant to Chapter 332 of the Village Code and in congruence with the Village of Port Chester’s current (1992, as amended in 1999) Local Waterfront Revitalization Program (“LWRP”) regulations, the Village of Port Chester Waterfront Commission (“Waterfront Commission”) is responsible for evaluating the proposed action against the policies and purposes of the adopted LWRP and provide such determination to the Lead Agency (the Board of Trustees).

WHEREAS, as part of its petition submission, the Applicant provided a Coastal Assessment Form for review by the Waterfront Commission.

WHEREAS, on December 29, 2015 said petition was heard by the Village of Port Chester Waterfront Commission at its meeting; and

WHEREAS, at the December 29, 2015 Waterfront Commission meeting the Waterfront Commission voted that the petition was inconsistent with the 1992 LWRP, as indicated in its January 4, 2016 determination; and

WHEREAS, the Waterfront Commission was bound by the 1992 LWRP since the proposed updated LWRP is currently being reviewed by the New York Department of State (“NYS DOS”), resulting in the determination of inconsistent; and

WHEREAS, the Waterfront Commission’s January 4, 2016 determination included a number of concerns regarding potential development at the subject site; and

WHEREAS, the LWRP, under Section 5.3, provides the management structure necessary to implement the LWRP, including the ability for Village agencies to issue their own findings; and

WHEREAS, the LWRP, under Section 5.3.C contains four (4) conditions that must be met for a Village agency in determining if a project or action should proceed; and

WHEREAS, the Village of Port Chester Department of Planning and Economic

Development evaluated said petition regarding each of the four (4) conditions, as presented in a February 26, 2016 memorandum from the Director of Planning and Economic Development to the Board of Trustees; and

WHEREAS, the February 26, 2016 memorandum further recommended that the Board of Trustees prepare and issue findings on said petition, and

WHEREAS, the February 26, 2016 memorandum further stated that the Waterfront Commission's concerns noted in its January 4, 2016 determination were evaluated as part of the New York State Environmental Quality Review Act ("SEQRA") process and recommended that the Waterfront Commission's concerns be addressed as part of the Village's site plan approval process.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester finds that said petition fits the threshold of each of the four (4) conditions as follows:

- **Condition 1** – *No reasonable alternatives exist which would permit the action to be undertaken in a manner which will not substantially hinder the achievement of such LWRP policy standards and conditions.*

Development of any type will incur impacts to local resources, and any construction at this site will utilize public infrastructure. This includes land uses that are currently allowed in the MUR District's existing zoning regulations, as well as the uses possible as part of the proposed zoning district, notably residential.

The "no-action" alternative would be to leave the project site vacant. However, doing so will directly hinder the LWRP's policy objectives, which state a need to redevelop land in the Downtown Subarea. Therefore, such alternative would hinder the achievement of the LWRP's standards and conditions and is considered not reasonable.

A second alternative would be to develop the project site under the existing MUR District regulations. Under such zoning, the Applicant had proposed a multi-story building for retail and commercial use. These uses would increase traffic generation and parking demand more than the mixed-use option currently proposed, resulting in additional traffic and air quality impacts. Therefore, such alternative would hinder the achievement of the LWRP's standards and conditions and is considered not reasonable.

The proposed petition is consistent with Condition 1 that no reasonable alternatives exist that would not substantially hinder the achievement of LWRP policy standards and conditions.

- **Condition 2** – *The action would be undertaken in a manner which will minimize all adverse effects on such LWRP policy standards and conditions to the maximum extent practicable.*

The proposed action is consistent with Condition 2 in that it would be undertaken in a manner that would minimize adverse impacts to the maximum extent practicable. The proposed action, a zoning change, will not incur adverse impacts in and of itself. Rather, it is the forthcoming site specific plan that will and should be evaluated to ensure minimal adverse effects on LWRP policy standards and conditions. This will take place during the Village's site plan approval process to the maximum extent practicable.

- **Condition 3** – *The action will advance one or more of the other coastal policies.*

The proposed action is consistent with Condition 3 as it will advance two additional coastal

policies:

Policy 1: Restore, revitalize and redevelop deteriorated and underutilized waterfront areas for commercial, industrial, cultural, recreational and other compatible uses.

Policy 1D: Redevelop Port Chester owned land in Subarea IV, the Downtown Subarea for commercial, recreational, residential and other compatible uses.

• **Condition 4** – *The action will result in an overriding Village, regional or State-wide public benefit.*

Said action is consistent with Condition 4 since it will result in an overriding Village public benefit to develop its downtown area and waterfront in a smart growth, transit-oriented fashion. Said action is within walking distance of the Port Chester train station and Main Street and will help to bring new residents and foot-traffic to the downtown area. These new residents and shoppers will provide significant economic benefits to the Village as patrons to local stores and restaurants. Inclusion of retail uses on the first floor will also provide economic benefits by adding to the Village's non-residential tax base; and be it further

RESOLVED, that, based on the foregoing, the Board, as the Lead Agency, finds that said petition shall be permitted to proceed.

Approved as to Form:

Village Attorney Anthony Cerreto

ROLL CALL

AYES: TRUSTEES KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND
MAYOR PILLA

NOES: NONE

ABSENT:

DATE: March 7, 2016

The LWRP submitted to the State would allow for residential. The SEQRA review has gone over traffic and density in the Village. Planning Director Zamft commented this is consistent with our master plan but as of now does not have State approval.

Mr. Mark Chertok and Mr. O'Rourke commented the proposal through SEQRA is that we determine mixed use. The proposal to convert this site to mixed use means there would be less traffic generated and less parking demand. Mr. O'Rourke and Mr. Zamft worked on parking a pedestrian traffic. A second floor parking deck was also looked at. No residents would be allowed to park more than four hours in the Marina parking lot. After development the sewer drains will be the same in terms of the drainage system. The other issue is the effect on the school district. The applicant would pay the cost per student that was identified in the IDA study done in respect to the school district. It is based on seven students. We looked at issues of hazardous substances; there would be no significant impacts. The residential part of this development would go on the tax role.

Trustee Ceccarelli commented on the number of accidents in the Don Bosco area and on Waterfront Place. The accident numbers are consistent with the area.

In the applicant's package there is a mistake on page 4 of the SEQRA document, section C. Parking. The second paragraph fourth line should read 127 parking spaces (not 167). The Board would have to allow the 4 hour parking during the overnight period.

Mayor Pilla commented this type of plan was included in the master plan.

DISCUSSION:

The Dog Park Group, represented by Ms. Dina Goren, read a petition regarding Tethering of Dogs in Port Chester. There are currently 19 states with laws addressing tethering of dogs. We took text from New York City and Miami laws and made a proposal for a Port Chester law. We are looking for humans to be with their dogs while tethered outside. Dogs should not be tethered for more than three hours (with a responsible party with the animal).

Village Attorney Cerreto will work with the Dog Park Group to set up a local law.

Trustee Brakewood pointed out what a good example this is. The Dog Park Group saw something wrong and is working with the Village to correct it.

Mayor Pilla commented that the second meeting in April should be time enough to draft a local law and set a public hearing.

CORRESPONDENCE:

G&S request for restrictions on parking in the Walgreens lot.

Attorney Tartaglia commented this was an outgrowth of parking in the Marina lot. If we make the Marina lot paid parking, Walgreens would need enforcement in that lot. G&S is requesting a ½ hour parking

This will be referred to staff for consideration.

RESOLUTION #2

ACCEPTING THE PORT NORTH MAIN STREET LLC AMENDED PETITION TO AMEND THE ZONING CODE OF THE VILLAGE OF PORT CHESTER TO INCLUDE A C4-R GATEWAY RETAIL ZONING DISTRICT FOR REVIEW AND CONSIDERATION, DECLARING THE VILLAGE OF PORT CHESTER BOARD OF TRUSTEES AS LEAD AGENCY FOR THE PORT NORTH MAIN STREET PROPOSED ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND SETTING A PUBLIC HEARING ON THE PROPOSED ZONING AMENDMENT

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

WHEREAS, On October 6, 2015, Port North Main Street LLC (the “Applicant”) filed site plan applications for 531 and 601 North Main Street to convert the existing buildings to retail use; and

WHEREAS, recognizing that retail is currently not a permitted use in the C4 General Commercial Zoning District in which the properties are located, the Applicant concurrently filed a petition on December 15, 2015 for a proposed zoning text amendment to Village Code Chapter 345, to allow retail as a special exception use within all or part of the C4 District, to provide a parking standard for retail use, and to provide specific special exception criteria (the “Original Petition”); and

WHEREAS, the Applicant made a presentation to the Board of Trustees on the Original Petition at the January 19, 2016 Board meeting; and

WHEREAS, at the January 19, 2016 Board meeting, the Board accepted the Original Petition for consideration and review, referred the matter to the Planning Commission and Waterfront Commission for their review and comments, and declared their intent to be Lead Agency under the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the Board of Trustees referred the Proposal to the Westchester County Planning Board pursuant to §345-34 H for review and comment in accordance with of the Village Zoning Code; and

WHEREAS, At its January 25, 2016 meeting, the Planning Commission held a public meeting on the zoning and provided comments, as encapsulated in the January 25, 2016 Planning Commission meeting minutes; and

WHEREAS, based upon the Planning Commission’s comments and an initial review by the Department of Planning & Economic Development, the Applicant filed an Amended Petition to specifically request a proposed zoning text amendment to Village Code Chapter 345, to create a new C4-R Gateway Retail District from Terrace Avenue north along North Main Street to the Connecticut border, create a retail parking standard for the C4-R District, designate permitted and special exception uses and lot and bulk controls for such district, and establish special exception criteria for retail uses (the “Amended Petition”); and

WHEREAS, The Village has not received any objection from any involved agencies objecting to the Board of Trustees acting as lead agency; and

WHEREAS, the proposal is an Unlisted Action pursuant SEQRA regulations and will require determination of significance of potential environmental impacts prior to adoption.

NOW, THEREFORE, be it

RESOLVED, that the Village of Port Chester Board of Trustees accepts the Amended Petition as presented for review and consideration; and be it further

RESOLVED, that the Village of Port Chester Board of Trustees declares its intent to serve as Lead Agency for the proposed Unlisted Action described herein and as defined in Part 617 of SEQRA regulations; and be it further

RESOLVED, that the Board of Trustees sets a public hearing on this matter on April 4, 2016 at 7:00 p.m. or shortly thereafter at the Village Justice Court Room, 350 North Main Street, Port Chester NY 10573.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: TRUSTEE KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND MAYOR PILLA

NOES: None

ABSENT:

DATE: March 7, 2016

RESOLUTION #3

ADOPTION OF LOCAL ADJUSTMENTS FOR HOMESTEAD AND NON-HOMESTEAD BASE PROPORTIONS FOR 2016-2017

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

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

WHEREAS, the Town of Rye Assessor has prepared and adopted Homestead and Non-Homestead base proportions for the Village of Port Chester on February 16, 2016; and

WHEREAS, the Board of Trustees of the Village of Port Chester wishes to adopt local adjustments to these base proportions that will be used to establish a Homestead tax rate and a Non-Homestead tax rate for the 2016-2017 Village Budget and tax rates. Now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby adopts for the 2016-2017 Village tax, Homestead Base Proportions of 54.889754%, and Non-Homestead base proportions of 45.110246%; and be it further

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

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

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: TRUSTEE KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND
MAYOR PILLA

NOES: None

ABSENT:

DATE: March 7, 2016

RESOLUTION #4

**ACCEPTANCE OF JUSTICE COURT ASSISTANCE PROGRAM GRANT
TO PURCHASE EQUIPMENT FOR THE JUSTICE COURT**

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

WHEREAS, the Board of Trustees authorized the submission of an application for a New York State Office of Court Administration 2016 Justice Court Assistance Program (JCAP) grant to facilitate necessary improvements to the Port Chester Justice Court; and

WHEREAS, the Village has been awarded a \$6,855.99 grant; and

WHEREAS, the Court Clerk seeks to purchase the equipment sought through the JCAP grant so as to enhance security and operations. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the 2016 JCAP grant and authorizes the Village Treasurer to modify the General Fund Budget as follows:

General Fund

Increase:

1.13389	NYS Other Public Safety Items	\$6,855.99
1.1110.200	Equipment	\$6,855.99

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: TRUSTEE KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND MAYOR PILLA

NOES: None

ABSENT:

DATE: March 7, 2016

RESOLUTION #5

AWARDING BID FOR MASONRY REPAIRS TO POLICE
HEADQUARTERS/JUSTICE COURT

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

WHEREAS, the Village of Port Chester has advertised that it was seeking bids for masonry work at the Police Headquarters/Justice Court facility at 350 North Main Street (Bid # 2015-14-); and

WHEREAS, the Village received a single bid, from RVT Construction, 85 5th Avenue, Unit 3, Patterson, New Jersey 07524 which submitted a bid of \$89,000.00; and

WHEREAS, the Village's consulting engineer, Dolph Rotfeld Engineering, P.C . 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 bid for masonry repairs to the Police Headquarters/Justice Court (Bid #15-14) to RVY Construction, and be it further

RESOLVED, that the Village Manager is hereby authorized to enter into post-bid negotiations and enter into an agreement with the contractor provided that the amount shall not exceed \$80,000; and be it further

RESOLVED, that the funding for said work be appropriated from the Police Building Improvement Project a/c 5.3120.2013.126 in the Capital Fund.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: TRUSTEE KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND
MAYOR PILLA

NOES: None

ABSENT:

DATE: March 7, 2016

RESOLUTION #6

AWARDING BID FOR DEMOLITION
OF UNSAFE STRUCTURE AT 1 BETSY BROWN ROAD

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

WHEREAS, the Village of Port Chester commenced a special proceeding in Westchester County Supreme Court to abate the public nuisance created by the fire-damaged structure at 1 Betsy Brown Road; and

WHEREAS, the Village received a decision on December 23, 2015 granting the Village's petition authorizing the Village to effectuate the demolition through a private contractor and for such expenses to constitute a lien on the property to be collected and enforced in the same manner as village taxes and requesting an order to be prepared for the court's signature confirming same; and

WHEREAS, in anticipation of the signed order, the Village advertised that it was seeking bids for the demolition of 1 Betsy Brown Road (Bid # 2016-01); and

WHEREAS, the Village received seven bids for this work; and

WHEREAS, State Contracting Corp of NY d/b/a Capital Industries submitted the lowest bid of \$28,000.00; and.

WHEREAS, on February 19, 2016 the Village received the signed order; and

WHEREAS, Village staff 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 Bid # 2016-01 Demolition of 1 Betsy Brown Road to State Contracting Corp of NY d/b/a Capital Industries, 555 Saw Mill River Road, Yonkers New York, 10701, and be it further

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

RESOLVED, that the Board of Trustees authorizes the Village Treasurer to modify the General Fund as following:

General Fund:

Transfers from:

1.1990.400	Contingency	\$28,000
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Transfers to:

1.3650.400	Demolition of Unsafe Buildings	\$28,000
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Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: TRUSTEE KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND
MAYOR PILLA

NOES: None

ABSENT:

DATE: March 7, 2016

RESOLUTION #7

**AMENDING THE 2015-2016 CAPITAL PROJECT PLAN TO
ESTABLISH TWO (2) PROJECTS FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) SENIOR CENTER
VEHICLES AND EQUIPMENT AND APPOINTING OFFICERS
RESPONSIBLE FOR ADMINISTRATION THERETO**

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

WHEREAS, the Village of Port Chester was awarded \$106,745 in Community Development Block Grant (“CDBG”) funding from the New York State Office of Community Renewal (“NYSOCR”) for replacement Vehicles and Kitchen Equipment; and

WHEREAS, as part of receipt of such funding a number of forms must be submitted; and

WHEREAS, Form 8-1 Project Team, and form I-2 Designation of Depository for Direct Deposit of NYS CDBG Funds are required forms; and

WHEREAS, NYSOCR has recommended that project team members be identified on such form and by local resolution, where necessary; and

WHEREAS, the only roles on Form 8-1 that are necessary to appoint are Fair Housing Officer, Section 3 Coordinator, and Labor Compliance Officer; and

WHEREAS, the following amendment to the 2015-2016 Capital Project Plan is necessary to properly account for the additional project

NOW, THEREFORE, be it

RESOLVED, that Christopher Steers, occupying the role as Village Manger is hereby appointed as the Village of Port Chester Fair Housing Officer for the CDBG Senior Center Project; and be it further

RESOLVED, that Christopher Steers, occupying the role as Village Manger is hereby appointed as the Village of Port Chester Section 3 Officer for the CDBG Senior Center Project; and be it further

RESOLVED, that Village Engineer is hereby appointed as the Village of Port Chester Labor Standards Compliance Officer for the CDBG Senior Center Project; and be it further

RESOLVED, that Village of Port Chester affirms the roles and responsibilities of the remaining officers designated on Form 8-1; and be it further

RESOLVED, that the 2015-2016 Capital Fund Budget be modified as follows:

SENIOR CENTER VEHICLES:

Revenues

5.5.4985.2015.0166	CDBG CFDA 14.228	\$93,438
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Appropriations

5.6750.203.2015.0166	Senior Center Vehicles	\$93,438
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SENIOR CENTER EQUIPMENT:

Revenues		
5.5.4985.2015.0167	CDBG CFDA 14.228	\$13,307

Appropriations		
5.6730.200.2015.0167	Senior Center Equipment	\$13,307

Approved as to Form:

Village Attorney
Anthony Cerreto

ROLL CALL

AYES: TRUSTEE KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND
MAYOR PILLA

NOES: None

ABSENT:

DATE: March 7, 2016

RESOLUTION #8

AMENDING THE 2015-2016 CAPITAL PROJECT PLAN TO ESTABLISH A PROJECT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SEWER MAIN IMPROVEMENT PROJECT AND APPOINTING OFFICERS RESPONSIBLE FOR ADMINISTRATION THERETO

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

WHEREAS, the Village of Port Chester was awarded \$750,000 in Community
Development Block Grant (“CDBG”) funding from the New York State Office of Community
Renewal (“NYSOCR”) for repairs to the Village of Port Chester’s sewer mains; and

WHEREAS, as part of receipt of such funding a number of forms must be submitted;
and

WHEREAS, Form 8-1 Project Team, and form I-2 Designation of Depository for Direct Deposit of NYS CDBG Funds are required forms; and

WHEREAS, NYSOCR has recommended that project team members be identified on such form and by local resolution, where necessary; and

WHEREAS, the only roles on Form 8-1 that are necessary to appoint are Fair Housing Officer, Section 3 Coordinator, and Labor Compliance Officer; and

WHEREAS, the following amendment to the 2015-2016 Capital Project Plan is necessary to properly account for the additional project

NOW, THEREFORE, be it

RESOLVED, that Christopher Steers, occupying the role as Village Manger is hereby appointed as the Village of Port Chester Fair Housing Officer for the CDBG Senior Center Project; and be it further

RESOLVED, that Christopher Steers, occupying the role as Village Manger is hereby appointed as the Village of Port Chester Section 3 Officer for the CDBG Senior Center Project; and be it further

RESOLVED, that Village Engineer is hereby appointed as the Village of Port Chester Labor Standards Compliance Officer for the CDBG Senior Center Project; and be it further

RESOLVED, that Village of Port Chester affirms the roles and responsibilities of the remaining officers designated on Form 8-1; and be it further

RESOLVED, that the 2015-2016 Capital Fund Budget be modified as follows:

1. SEWER MAIN IMPROVEMENT

Revenue

5.5.4985.2015.0168	CDBG CFDA 14.228	\$750,000
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Appropriations

5.8120.400.2015.0168	Sewer Main Improvement	\$750,000
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Approved as to Form:

Village Attorney
Anthony Cerreto

ROLL CALL

AYES: TRUSTEE KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS AND
MAYOR PILLA

NOES: None

ABSENT:

DATE: March 7, 2016

REPORT OF THE VILLAGE MANAGER

Update – Grace Church Street Parking Plan

This has already been discussed.

Update – Police Department

Chief Conway provided an Annual Report for the police department showing traffic violations, arrests, school crossing coverage, etc. The department hired 8 police officers bringing the total to 62. We have over 8,000 hours of training, which saves lives and connects the police department to the public. We won a \$162,000 boat package. The department upgraded the radio system with DEA money, We have to get out there so people in the community will come to us when they need help. Narcotics Enforcement has worked with other agencies and outside agencies are lending their expertise. YPI is a mutual understanding between at-risk youth and the police department.

The Auxiliary Police is being reestablished as an unarmed police supplement and being a more integral part of the police department. We have people in the community with skills we could use in the department. We are recruiting people.

Update – Parking Strategy – Long and Short Term

Planning Director Zamft commented it is time to revisit parking. We would like to look at parking downtown and throughout the Village. We need an actionable plan with specific items that the Village can enact. We have to develop a scope of work and the schedule to get us there. We need to have a sit-down workshop with public attendance. The IDA is doing the study.

Update – Starwood Project

In December or early January chapters of the pFEIS were submitted by the applicant to the Village. Those have been reviewed and returned with four outstanding: traffic, storm water and utilities, and alternatives. Traffic is the main issue that needs to be discussed.

We can review traffic next week if the applicant completes it and it is given back with time for us to review. A consultant is reviewing the traffic. Mid April would be an appropriate time to do a workshop.

Update – MTA Accessibility Project

This was tabled.

DISCUSSIONS

Proposed County Legislation Modifying the Airport Terminal Use Agreement

Village Manager Steers commented we have looked at the issues pertaining to that Agreement regarding changing flight hours. We should send them something in writing that we need to better understand what they are trying to do. Ultimately they may want to expand the terminal. The other shift is in the size of the planes. Our services would be impacted by more passengers and planes.

Another important point is that the County is going through a master plan for the Airport. We need to have a voice. The County legislators are meeting this week. There are many environmental impacts.

Election Update

Early voting started this morning. We sent out two English and two Spanish commercials. We sent out almost 35,000 document in English and Spanish on early voting and cumulative voting. We have 117 certified election inspectors, 41 bi-lingual. We had inspection of the machines and found on five of the machines the bottom row sticks slightly. Our poll workers will advise everyone that if they have trouble with the levers to ask for help. We are set to go.

CORRESPONDENCE

From National Alliance on Mental Illness of Westchester Inc. regarding a Ribbon Campaign from May to May 31, 2016.

This was referred to staff for action.

Workforce Housing Coalition regarding United Hospital zoning

This was duly noted. Mr. Zamft received a copy.

From Rye Brook regarding Westchester County Airport

Staff will respond.

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

PUBLIC COMMENTS

None

BOARD COMMENTS

Trustee Brakewood commented on the beauty of campaigning has given lots of suggestions. Seniors have spoken about handicapped parking stickers. The Oak Street parking lot has residents parking overnight; can we make a section of this lot “no parking without a permit.” We need an update on the Glen Avenue/North Regent Street project. Village Manager Steers commented this should be a few more weeks. People should take advantage of Early Voting.

Trustee Ceccarelli thanked the firemen for the good job on Cottage Street. Congratulations on the Distinguished Budget Award. He commented that Mr. Steers hire the Building Inspector who he feels most comfortable with.

Trustee Marino commented we need the light on North Regent to be fixed. He thanked the firemen for their work at recent fires.

Trustee Adams thanked the chief for the good work at the Cottage Street fire.

Mayor Pilla thanked the volunteers for their good work on the commissions. He encouraged everyone to vote

On motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI, the meeting was adjourned at 11:29 p.m.

Respectfully submitted,

David Thomas
Village Clerk

MEETING HELD MARCH 21, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, March 21, 2016 in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

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

Also present were: Village Attorney Tony Cerreto; Village Treasurer, Leonie Douglas; Village Clerk, David Thomas; Chief of Police, Richard Conway; Administrative Aide to the Village Manager, Christopher Ameigh; Director of Planning, Eric Zamft; Legal Intern, David Kenny; Fire Chief, Rick Casterella

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the meeting was declared opened at 7:08 p.m.

ROLL CALL

AYES: Trustees Ceccarelli, Marino Adams and Mayor Pilla

NOES: None

ABSENT: Trustees Kenner and Brakewood

Mayor Pilla recognized Village Clerk David Thomas on running the Election in such a fine manner. He congratulated returning Trustees Ceccarelli, Adams, Marino and Brakewood and Trustees Elect Didden and Ferrara.

A Special Ceremony was held to recognize those promoted in the Police Department: Michael Spizzirri, Christopher Ceccarelli, Reinaldo Santamaria, Thomas Fleming and Steven Barbara.

PUBLIC COMMENTS

Mr. John Reavis congratulated the Trustees reelected and Trustee Ferrara on his first election. The NAACP is losing Trustee Joe Kenner. He served with distinction two terms on the board. He wanted to commend Police Chief Conway on Port Chester having its first annual police report on what it is doing in the community. The police department has moved to a different dimension. He hoped that the 2016 budget allows high school students to get internships to become familiar with government and business. Regarding the Starwood development and Sustainable Westchester, there are people in our community who feel this program is being driven by the union. We are not against the project in general but we are concerned about the number of apartments being committed. We need to make sure that the people in our community are the first to have jobs. This is a long-range construction project.

Ms. Goldie Solomon commented we are an immigrant society. She thanked our police, fire and EMT's for keeping our citizens safe.

Mr. Richard Abel commented that the strategic planning workshop should be held at a location in Port Chester. Regarding the resolution on tethering of animals, he questioned what animals would be included. Regarding the correspondence from Howie Ravikoff on limiting the number of beauty salons, he objects to the number being limited as this brings competition.

Ms. Dorothy Reavis called attention to the deplorable state of the Post Office on Westchester Avenue. The building is deteriorating. The paint around the windows is chipping away.

DISCUSSIONS

Capitol Theatre Parking Resolutions

This will be deferred to the Resolution.

Parking Action Plan

Administrative Aide Chris Ameigh commented the moving of the pay stations has begun. The pay by phone application is in phone negotiation with the contractor. The signage is to be delivered shortly. There are about 170 signs to be installed. The implementation of the software required has been installed and is in the testing phase.

New Police/Court facility land alternatives analysis

The cost of building something new has been discussed previously. We need to make an analysis of the cost of the two properties we are considering. Village Manager Steers commented an analysis has been done. There is a need for additional space based on industry standard.

Starwood FEIS review workshops

The FEIS is progressing. We should target April 6th for the Board to review the traffic.

Budget workshop sessions

This is detailed in the Resolutions.

Offsite strategic planning workshop

We have a new Board. We have limited staff resources. It is important to do a long-range planning exercise with the Board. This should be scheduled in April or early May. Village Manager Steers agreed and commented May is probably the earliest. We will need three or four sessions.

RESOLUTION

SET PUBLIC HEARING TO AMEND THE CODE OF THE VILLAGE OF PORT CHESTER,
CHAPTER 136, ANIMALS, WITH REGARD TO ANIMAL TETHERING

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

RESOLVED, that the Board hereby sets a public hearing to be held on April 18, 2016 at 7:00 p.m. or as soon thereafter at the Village Justice Courtroom, 350 North Main Street, Port Chester, New York 10573, to consider the advisability of adopting a local law to amend the Code of the Village of Port Chester, Chapter 136, Animals, with regard to dog tethering.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

ABSENT: Trustees Kenner and Brakewood

DATE: March 21, 2016

RESOLUTION

ESTABLISHING SCHEDULE FOR PUBLIC HEARING, WORKSHOPS AND TENTATIVE ADOPTION DATE OF FISCAL YEAR 2016-2017 BUDGET

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

WHEREAS, pursuant to Section 5-508 of the Village Law, a Tentative Budget showing the revenue and expenditures for the fiscal year 2016-2017 of the Village of Port Chester, commencing June 1, 2016, is required to be filed by the Village Manager with the Village Clerk and thereupon presented to the Board of Trustees; and

WHEREAS, in anticipation of such filing and presentation, the Board desires to set a public hearing within the earliest possible time so as to fully obtain public input; and

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

WHEREAS, the Board wishes to conclude the budget process with a tentative adoption date prior to the May 1, 2016 deadline imposed by Section 5-508. Now therefore be it

RESOLVED that the Board of Trustees hereby sets a public hearing on April 4, 2016 and April 18, 2016 at 7:00 p.m. at the Justice Court Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, for the purpose of considering and discussing the Tentative Budget for the Fiscal Year 2016-2017; and be it further

RESOLVED, that public workshops be held as needed on April 11, 2016, April 12, April 14, 2016 and April 18, 2016, at 6:00 p.m. at the Senior/Community Center, 222 Grace Church Street Port Chester, New York; and be it further

RESOLVED, that the Board has the present intention of adopting the Fiscal Year 2016-2017 Budget at a meeting on April 27, 2016 at the said Justice Court Courtroom.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustee Ceccarelli, Marino, Adams and Mayor Pilla

NOES:

ABSENT: Trustees Kenner and Brakewood

DATE: March 21, 2016

RESOLUTION

ADOPTING THE 2015 WESTCHESTER COUNTY HAZARD MITIGATION PLAN UPDATE

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

WHEREAS, all jurisdictions within Westchester County have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS, a coalition of Westchester County municipalities with like planning objectives entered into an Inter-municipal Agreement with the County so as to pool resources and create consistent mitigation strategies, thereby more effectively satisfying these requirements; and

WHEREAS, through such intergovernmental efforts the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy.

NOW, THEREFORE, be it

RESOLVED, the Board of Trustees hereby adopts the 2015 Westchester County Hazard Mitigation Plan Update (the "Plan") as the Village of Port Chester's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to it; and be it further

RESOLVED, the Village of Port Chester will use the Plan to guide pre- and post-disaster mitigation of the hazards identified; and be it further

RESOLVED, the Village of Port Chester will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority; and be it further

RESOLVED, the Village of Port Chester will continue its support of the Mitigation Planning Committee as described within the Plan; and be it further

RESOLVED, the Village of Port Chester will help to promote and support the mitigation successes of all participants in this Plan; and be it further

RESOLVED, the Village of Port Chester will incorporate mitigation planning as an integral component of government and partner operations; and be it finally

RESOLVED, the Village of Port Chester will periodically provide an update of the Plan to the County at an interval no less than every five years.

Approved to form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustee Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

ABSENT: Trustees Kenner and Brakewood

DATE: March 21, 2016

RESOLUTION

**EXPRESSING CONCERNS WITH WESTCHESTER COUNTY'S PROPOSED
LEGISLATIVE CHANGES TO THE AIRPORT'S TERMINAL USE PROCEDURES**

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

WHEREAS, prior Westchester County Executives and Boards of Legislators have historically maintained a firm policy position of No Expansion at the Westchester County Airport and went so far as to adopt resolutions to this effect dating back to at least 2003 to protect the County residents that are impacted by Airport activities; and

WHEREAS, despite the long-standing policy position of No Expansion at the Westchester County Airport, the County Executive has sent the Board of Legislators proposed legislation that would modify the Terminal Use Procedures at the Westchester County Airport (the "Airport"), which would drastically increase the long-standing limit on the number of commercial flight passengers allowed to enplane and deplane at the Airport from 240 passengers per half hour to 11,520 passengers per day; and

WHEREAS, the proposed legislation has been re-introduced to the Board of Legislators and it has been referred to the committees on Legislation, Infrastructure, and Environment & Health; and

WHEREAS, the Village of Port Chester serves both the land- and air-side of the Airport through the provision of emergency services, including Fire and EMS; and

WHEREAS, such provision of services represents a significant portion of the overall services that the Village of Port Chester emergency services provides; and

WHEREAS, the net effect of this legislative change is to remove a legislatively-imposed policy of a half-hour passenger restriction and instead provide additional flexibility to the commercial airlines and the private Airport management company that contracts with the County in order to maximize and substantially increase their ability to add daily flights and increase the number of passengers as much as the market desires while utilizing the current four (4) Airport terminal gates within the current runway restrictions; and

WHEREAS, this proposed legislation is of significant concern to the residents of the municipalities in the vicinity of the Airport; and

WHEREAS, the County's position that 240 passengers per half hour simply equals 11,520 per day (240/half hour x 48) and impacts are minimal due to other restrictions at the Airport and terminal is seriously flawed based upon the following items:

1. The 11,520 passenger limit per day includes an allocation of 3,120 passengers for the hours between 12:00 midnight and 6:30 A.M. when the County has previously instituted a voluntary curfew period and has made the policy decision not to encourage flights during that curfew period. This non-mandatory curfew is routinely already violated by airlines (171 times in November 2015, including 57 times by one airline);
2. Many more private planes and their passengers already use the Airport. If this legislation is approved, this change will further dilute one of the few protections against additional flights and airport expansion. Commercial flights represent about 20% of the total flights at the Airport, and the Terminal Use Procedures already factors in approximately 65 "holiday" days when there are no restrictions on passenger limits. The airlines already have unrestricted limits on passengers approximately 18% of the year. The remaining "non-holiday" days simply place reasonable restrictions that spreads passengers throughout the days in order to limit the impacts on the County residents affected by the Airport traffic;
3. The Airport and terminal do not have the capacity to handle the number of passengers and flights they are seeking to add. For instance, in 2014 there were 1.4M passengers that utilized the Airport. 11,520 passengers per day would total 4.2M passengers in a year. At its peak (+/- 2008), the Airport had between 2.0 and 2.5M passengers and there were serious impacts to traffic and parking both at the Airport in in the surrounding communities;

4. The County is requesting the flexibility to have 11,520 passengers per day, yet at the same time, they state that they do not anticipate having 11,520 passengers per day because airlines prefer certain “prime” travel periods. The result is that the flexibility and control of the number of passengers and flights is placed solely in the hands of the airlines and the private airport management company that has a contract with the County in order to increase flights by utilizing all of the gates during any travel times that the market dictates there is interest in flying. If the proposed legislation is approved, the 11,520 passenger limit may likely become a largely irrelevant restriction;
5. Over the years the County has made improvements at the Airport terminal and gates, but has stated the improvements were not Airport expansions, and the construction was for necessary security enhancements and added modern convenience for the passengers. At the time of these projects it was often stated to local municipalities that the best protection against expansion is the passenger limit of 240 per half hour, the runway design, weight restrictions, and the number of gates (four). Now, the County is reversing the argument in their favor, stating that the facility has expanded to 40,000 sf since the time the 240 passenger per half hour limit was put in place, so the provision is superfluous and outdated;
6. The only significant additional parking to handle an increase in flights that has been added to the Airport is the off-site facility at the Purchase Park-to-Fly, the long-term viability of which, to our knowledge, is not determined by Westchester County;
7. The County has stated that another significant protection against expansion is the limit of four (4) gates, but if this is a self-imposed limit there is nothing prohibiting additional gates to be considered by the County at a later date;
8. Another significant protection for the municipalities in the region is the limits on the length of the runways and the airplane weight restrictions which limit the size of the planes and the distance they can travel. The County has stated that increasing the runway length is one of the items being considered for potential inclusion in an upcoming Airport Master Plan update anticipated by mid-year 2016;
9. Since the upcoming Airport Master Plan is anticipated to undergo its own SEQRA process, any discussion or consideration of changes to the passenger restrictions, runways, gates or other significant items should be reviewed in the context of the updated Airport Master Plan in order to avoid any segmentation concerns with regard to SEQRA, and to review each modification in the context of the long-term goals of the local residents, the County and the Airport; and

WHEREAS, the Village of Port Chester is particularly concerned due to the potential impacts that such additional passengers, hours of operation, and aircraft size could have on the Village’s provision of emergency services to the Airport; and

NOW, THEREFORE, be it

RESOLVED, that the Village of Port Chester firmly believes that Westchester County is not in a position to consider a Negative Declaration under SEQRA for this proposed legislation until such time that it has fully evaluated all of the environmental impacts that additional flights and passengers will bring to the Airport and surrounding region including the following items:

1. Impacts to the availability of on-site and off-site parking from the increase in passengers and flights;
2. Impacts of an increase in on-site and off-site traffic including on I-684, King Street, and Anderson Hill Road, especially during peak commuting hours;
3. Impacts on the water quality of the Blind Brook and Rye Lake/Kensico Reservoir as a result of the additional flights;
4. Impacts of additional de-icing fluid that would be utilized at the Airport and would enter the Blind Brook, which continues to be a significant problem for residents downstream from the Airport property as far south as Westchester Avenue;
5. Additional noise impacts and a reduction in air quality as a result of the additional flights;
6. Additional impacts to community facilities and services as a result of the potential additional calls and demand for local emergency service response.
7. Since the Airport has been designated by the County as a Critical Environmental Area (CEA), the potential impact of any Type I or Unlisted Action on the environmental characteristics of the CEA is a relevant area of environmental concern and must be evaluated in the determination of significance under SEQR;
8. Impacts to the FAA Z instrument overlay zones that radiate out from the airport as a result of any increase in flights, noise and/or types of aircraft at the Airport as a result of this legislation. These zones also affect development in the surrounding municipalities, in that they limit the type of development that may be located within these zones;
9. Other impacts of the additional flights, especially considering that in 2014 there were 1.4M passengers at the Airport and at the proposed limit of 11,520 passengers per day there would be 4.2M passengers per year not including the potential for additional passengers on the unrestricted +/- 65 holiday day periods. The potential for these

passenger totals to far exceed any actual prior peak years ever experienced at the Airport is high, and as such, these impacts need to be fully evaluated;

10. Whether any of the identified considerations and impacts would trigger the need for an Environmental Impact Statement to be prepared to fully address any significant impacts of the proposed legislation; and be it further

RESOLVED, that while the Village of Port Chester Board of Trustees acknowledges that the Westchester County Airport serves a very important purpose for the residents and corporations in Westchester County and the surrounding region who depend upon the convenience of this regional airport, they are equally concerned about the impacts of the additional flights and number of passengers that would occur as a result of the proposed legislative changes to the Terminal Use Procedures; and be it further

RESOLVED, that the proposed legislation has far-reaching impacts that require further environmental study and evaluation that should not be expedited and should instead be reviewed in the context of the update to the Airport Master Plan anticipated later in 2016; and be it further

RESOLVED, that the proposed legislative changes provide far too much flexibility for the airlines and the private airport management company that contracts with the County and have the potential to seriously impact the residents in the surrounding region; and be it further

RESOLVED, that prior to making any changes to the Terminal Use Procedures, the County should seek a written legal opinion from the Federal Aviation Administration (FAA) regarding whether making significant changes to the Terminal Use Procedures impacts any existing grandfathered protections included in the Procedures; and be it further

RESOLVED, that the Village of Port Chester Board of Trustees is eager to continue to work with the County Executive, the Board of Legislators, the airline representatives and any other impacted municipalities to seek alternative ways of addressing problems currently experienced by the airlines and the airport management staff in a way that would seek to both support the Airport and limit impacts to the residents in the region; and be it further

RESOLVED, that the Village of Port Chester Board of Trustees be included as an Interested Agency under SEQRA for any current and future actions at the Airport.

Approved to form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustee Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

ABSENT: Trustees Kenner and Brakewood

DATE: March 21, 2016

RESOLUTION

DECLARING THE VILLAGE OF PORT CHESTER BOARD OF TRUSTEES AS LEAD AGENCY FOR THE CAPITOL THEATRE ZONING AMENDMENT PROPOSED ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND SETTING A PUBLIC HEARING ON THE PROPOSED ZONING AMENDMENT TO REMOVE THE OFF-STREET PARKING REQUIREMENTS FOR THE C5 TRAIN STATION MIXED-USE DISTRICT

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

WHEREAS, on January 4, 2016 the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the "Applicant") filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A)(3) to change restrictions with respect to off-street parking requirements for the C5 Train Station Mixed-Use District in order to enhance the viability and growth of businesses located in the downtown business district (the "Petition"); and

WHEREAS, at the February 16, 2016 Board meeting, the Board accepted the Petition for consideration and review, referred the matter to the Planning Commission for their review and comment, and declared their intent to be Lead Agency under the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the Board of Trustees referred the Petition to the Westchester County Planning Board pursuant to §345-34 H for review and comment in accordance with of the Village Zoning Regulation; and

WHEREAS, the next Planning Commission meeting is scheduled for March 28, 2016;
and

WHEREAS, the Village has not received responses from any of the involved agencies
objecting to the Board of Trustees acting as lead agency; and

WHEREAS, this matter is classified as an Unlisted Action pursuant SEQRA regulations
and will require a review of potential environmental impacts; and

WHEREAS, the Board desires to advance the Petition by the scheduling of a public
hearing.

NOW, THEREFORE, be it

RESOLVED, that the Village of Port Chester Board of Trustees declares itself Lead
Agency for the proposed Unlisted Action described herein and as defined in Part 617 of SEQRA
regulations; and be it finally

RESOLVED, that the Board of Trustees sets a public hearing on this matter on April 18,
2016 at 7:00 p.m. or shortly thereafter at the Village Justice Court Room, 350 North Main Street,
Port Chester to consider the advisability of adopting a local law amending the Village Code that
would remove the off-street parking requirements for the C5 Train Station Mixed-Use District.

Approved to form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

ABSENT: Kenner and Brakewood

DATE: March 21, 2016

RESOLUTION

AUTHORIZE PAYMENT FOR MONITORING 2016 VILLAGE ELECTION IN UNITED STATES OF AMERICA VS. VILLAGE OF PORT CHESTER

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

WHEREAS, on December 15, 2006, the United States of America commenced an action against the Village of Port Chester claiming that the at-large election of Village Trustees violated Section 2 of the Voting Rights Act; and

WHEREAS, by Memorandum and Order dated April 6, 2007, the court granted the application of Mr. Cesar Ruiz to intervene as a plaintiff in this matter; and

WHEREAS, since that date, the Plaintiff/Intervenor has participated by counsel throughout the course of these proceedings, including the monitoring of the 2010 and 2013 Village Elections so as to implement the consent decree and addenda; and

WHEREAS, in all such instances, the Village and Plaintiff-Intervenor have stipulated as to the amount of attorney's fees so as to dispense with unnecessary and potentially costly litigation subject to Board authorization; and

WHEREAS, Plaintiff-Intervenor's counsel and the Village's counsel have likewise agreed to the amount of attorneys' fees for the 2016 Village Election which payment will close this aspect of the case. Now, therefore, be it

RESOLVED that the Village Treasurer is authorized to make payment to Randolph M. McLaughlin, Esq. c/o Newman Ferrara LLP, 1250 Broadway, 27th Floor, New York, New York 10001, attorney for the Intervenor, Cesar Ruiz, with regard to the Village's payment of attorney fees in the amount of \$6,000.00 for the 2016 Village Election.

ROLL CALL

AYES: Trustees, Ceccarelli, Adams and Mayor Pilla

NOES: Trustee Marino

ABSENT: Kenner and Brakewood

This resolution will be on the Agenda for April 4, 2016.

CORRESPONDENCE

From Howie Ravikoff re a cap on the number of beauty salons in the Village

This will be forwarded to Staff for consideration.

From Harry Howard Hook & Ladder Co. No. 1 to drop Carlos E. Ruano from the Company rolls.

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

Ms. Tortorino commented the Dog Park group is having a “Design a T-Shirt” contest. The airport should not become another JFK or LaGuardia. She urged the new board to have the best interest of Port Chester when dealing with the airport.

Ms. Dina Goren commented on the idea of directing people from parking to the dog park area by painting paws leading to the dog area.

BOARD COMMENTS:

Trustee Ceccarelli commented that he would like future discussion items to include the Village population numbers with all the apartments coming on board. The parking action plan is very necessary down the road. We need convenient parking in the center of the Village. The marina parking lot subcommittee should do a follow-up meeting. The new Board members should be given the rules and procedures so everybody understands the current status of this Village. He wished Chris Ameigh the best in his new position.

Trustee Marino wished Chris Ameigh good luck in his new position. We should do something about the railroad bridge on Westchester Avenue. When will we know the final cost of the election?

Trustee Adams commented Chris Ameigh did an excellent job.

Mayor Pilla commented Chris Ameigh is a high potential person. They are lucky in New York City to have him. An opportunity has come up for a CDBG grant. There is a micro enterprise loan grant that I think the Village could apply for. Congratulations to the winners of the election. Also those who did not become Trustees should remain active. With the consent decree ending we have to begin to reconsider what to do with our framework of government and look at our 150 year old charter.

On motion of Trustee Adams, seconded by Trustee Ceccarelli, the meeting was adjourned at 8:31 P.M.

Respectfully submitted,

David Thomas
Village Clerk

MEETING HELD APRIL 4, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, April 4, 2016 in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

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

Also present were: Village Attorney Tony Cerreto; Village Treasurer, Leonie Douglas; Village Clerk, David Thomas; Chief of Police, Richard Conway; Administrative Aide to the Village Manager, Christopher Ameigh; Director of Planning, Eric Zamft; Legal Intern, David Kenny; Fire Chief, Mike DeVittorio

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the meeting was declared opened at 6:07 p.m.

ROLL CALL

AYES: Trustees Brakewood, Ceccarelli, Marino Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Kenner

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the Board of Trustees adjourned into Executive Session to discuss the Final Report by Village Special Counsel Brian Murphy.

ROLL CALL

AYES: Trustees Brakewood, Ceccarelli, Marino and Adams

NOES: None

ABSENT: Trustee Kenner

RECUSED: Mayor Pilla

Trustee Kenner arrived for Executive Session

At 7:16 the Executive Session was closed.

PRESENTATIONS

Presentaqtion Honoring Trustee Joseph Kenner

Trustee Kenner was recognized on his seven years of service to the Village. He worked on the Comprehensive Master Plan. He voluntarily served from 2007 thru 2010 until he was officially elected. He was elected again in 2013. He was Deputy Mayor 2011-2012.

Trustee Kenner thanked Mayor Pilla for the presentation. We've done a lot of great things over the last nine years.

2016-2017 Tentative Budget Presentation

Village Manager Steers has selected a new Village Engineer, Vince Masucci, spoke of his background.

PUBLIC COMMENTS ON THE G&S ZONING TEXT AMENDMENTS

Mr. Joseph Rende commented this is a positive move for the Village of Port Chester to enter into this zoning change. The market value rentals and retail commercial on the first floor is a positive step.

Mr. John Reavis commented on the petition and movement by the Board. Will there be tax abatements on this particular project, and if so how much will the Village lose? Mayor Pilla replied that the Village has a standing agreement with G&S for the commercial portion only. The residential remains to be seen.

Ms. Goldie Solomon commented that she did not know what the zoning petition was. She commented it should be all commercial, no residential.

Ms. Bea Conetta commented that the majority of residents are against having residential in the middle of town. We have a big parking problem. This is not a benefit to Port Chester.

Mr. Frank Ferrara is in support of this project. This matter should wait for the new Board to be seated.

Mr. Richard Abel commented on the parking issue. You can't park after 1:00 A.M. Where will visitors of the residents park?

RESOLUTION

RESOLUTION #4

ADOPTING LOCAL LAW NO. _ OF 2016 AMENDING THE TEXT OF CHAPTER 345 OF THE VILLAGE CODE, MUR MARINA REDEVELOPMENT PROJECT RENEWAL DISTRICT AND CONCEPT DEVELOPMENT PLAN OF THE MODIFIED MARINA REDEVELOPMENT PROJECT

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

WHEREAS, G&S Port Chester LLC (the “Applicant”) owns the property parcels known as Section 142.031, Block 1, Lots 3, 4, 5, 6, 20, 21, 22, 23, and 24 of the Town of Rye Official Tax Map and interstitial Liberty Street Right-of-Way, which consists of approximately 23,138 square feet (the “Property”); and

WHEREAS, on 1999, the Applicant received approval from the Board of Trustees (hereinafter referred to as the “Board”) to develop the Property for retail use as part of the Modified Marina Redevelopment Project (MMRP”) in 1999; and

WHEREAS, such approval allows use of the Property for 48,000 gross square feet of retail use (approximately 40,000 net square feet of such use); and

WHEREAS, on December 5, 2014, the Applicant submitted a Petition to the Board to amend the zoning map and text amendments to the Urban Renewal Plan for the MMRP, regulations to the MUR Marina Redevelopment Project Renewal District, and Concept Development Plan of the Modified Marina Redevelopment to permit multi-family residential development of the Property and to add a multifamily dwelling parking regulation for the required parking table; and

WHEREAS, on October 1, 2015, the Applicant submitted an Amended Petition to the Board for amendments to (i) the Urban Renewal Plan for the MMRP, (ii) the regulations of the MUR MMRP Urban Renewal District of the Village of Port Chester, and (iii) the Concept Development Plan of the MMRP to permit residential use of the Property, and to amend the MMRP Urban Renewal Plan and MUR District regulations to add a multifamily dwelling parking regulation to the required parking table (the “Proposed Rezoning”); and

WHEREAS, the Applicant plans to develop the Property for a mixed residential and commercial use development, consisting of approximately 12,000 square feet of ground floor retail space and 60,000 square feet of residential space (79 residential dwelling units, primarily studios and one-bedroom units), which includes a density bonus provision for additional floor area (the Proposed Rezoning and proposed development are, collectively, the “Proposed Action”); and

WHEREAS; the Board held a public hearing on the Petition that commenced on January 4, 2016 and was closed on February 1, 2016 upon, among other things, the question of enactment of Local Law No. _ of 2016, being a Local Law amending the official zoning map and the text of Chapter 345, Article XVI of the Village Code (Zoning) as set forth on Exhibit “A” which is on file with the Village Clerk’s Office of the Village of Port Chester; and

WHEREAS, the Board of Trustees determined that the Proposed Action will not have a significant adverse impact on the environment as described in the Negative Declaration; and

WHEREAS, the Board of Trustees adopted the Negative Declaration on March 7, 2016. NOW, THEREFORE,

be it

RESOLVED, by the Village of Port Chester Board of Trustees that Local Law No. _ of 2016, is hereby enacted as follows and effective upon its filing with the New York State Department of State:

LOCAL LAW NO. of
2016

A local law amending the text of Chapter 345 of the Village Code, MUR Marina Redevelopment Project Renewal District and Concept Development Plan of the Modified Marina Redevelopment project to permit multi-family residential development in a portion of the project area known and designated as Retail "D" and more fully described as Section 142.31, Block 1, Lots 3, 4, 5, 6, 20, 21, 22, 23 and 24 on the Town of Rye Official Tax Map and an interstitial right-of-way shown on said tax map.

Approved as to Form:

Village Attorney Anthony Cerreto

A motion was made by TRUSTEE CECCARELLI, seconded by TRUSTEE KENNER, to postpone this resolution to a date certain.

ROLL CALL on the MOTION

AYES: Trustees Kenner, Ceccarelli, Adams
NOES: Brakewood, Marino, Mayor Pilla
ABSENT: None

DATE: April 4, 2016

ROLL CALL on the RESOLUTION

AYES: Trustees Kenner, Brakewood, Marino, Adams and Mayor Pilla
NOES: Trustee Ceccarelli
ABSENT: None

DATE: April 4, 2016

PUBLIC HEARINGS:

Port North Main Street Rezoning Public Hearing

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the public hearing was declared open.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

Village Planning Director Eric commented on the site plan application for 601 North Main Street. The district did not permit retail and they would need to file a petition with the Board to seek retail zoning. Both Planning and Waterfront have weighed in on this. Waterfront found the zoning petition to be consistent with the LWRP.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Ms. Goldie Solomon commented on the property being discussed.

Mr. Richard Abel commented there were already businesses on the property previously. The bank and restaurant are not considered retail. The new development would be looking at parking spaces.

Mr. Joseph Rende commented that the bank building was previously an auto body shop. The Byram River is not navigable in that area.

Trustee Brakewood commented we need to get this approved as soon as possible. We need to look at our Master Plan and update it. We need to look at our zoning laws.

BOARD COMMENTS

Trustee Ceccarelli commented he agrees with Trustee Brakewood. This is calling for special exception retail. Mr. Gary Gianfrancesco commented to meet the special exception requirements, one of which is the parking requirement, if you go through the zoning code there is no parking requirement for retail.

With no further discussion, on motion by TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the Public Hearing was declared closed.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

Budget Public Hearing and Workshop Schedule

On motion of TRUSTEE KENNER, seconded by TRUSTEE MARINO, the public hearing was declared open.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: None

Village Treasurer Leonie Douglas presented the fiscal year 2016-2017 Budget. It is a very flat budget. She showed slides on the Budget at a Glance. She spoke on the 5-Year Operating Trends. We have been proactive in making sure we don't run a deficit. In 2016 if we continue to spend we will have a deficit. If we plan we can bring the revenue and expenses closer together.

On the FY 2016-17 Tax Cap Calculation, the tax levy increased .35 over the last fiscal year. The property tax cap was extended through 2020. The Tax Rate Calculation showed the difference between Homestead and Non-Homestead rates. The tax rate increased because of new building and sale of homes. The average home owner will see a decrease in the tax rate. We get most of our revenue from property tax. She showed the tax levy over the past 11 years.

Ms. Douglas commented on the General Fund Other Major Revenues, which includes Parking (using pay stations instead of meters); Sales Tax and Pilots. Appropriations went up by \$73,000.

The largest appropriations are Police and Public Safety and Employee Benefits. The Pension Cost is at \$2.5MM. The Long Term Debt is decreasing.

The Village has 161 full-time employees, down from 163 last year.

The Sewer Fund and other Revenues are \$1,582,638. The Long Term Sewer Debt Balance is \$2,411,836, the Short Term Sewer Debt Balance is \$6,372,000. A Sewer Improvement Project Summary showed all the completed work. There are five phases to the sewer replacement. One third of the work has been completed.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Mr. Vincent Lyons commented on an article in the Westmore News about the career firefighters. The Village has budget for 12 career firefighters and there are only 8 on staff. Rye Brook pays over \$900,000 for fire coverage and having a firefighter on duty in Rye Brook during the overnight period. There are new apartment buildings going up in Port Chester along with many overcrowded residences. The Village should bring the firefighter staff up to the budgeted level.

Ms. Bea Conneta commented on the length of time taken to go over the Budget. We can get that in the Westmore News. We want to know the Revenues, the expenses and the cuts. You don't have to have such an extensive report on the treasury.

Mr. Richard Abel commented on the Sewer Rent Budget. You don't have the rate for last year. We should have a comparison last year to this year.

BOARD COMMENTS ON THE PUBLIC HEARING

Trustee Ceccarelli thanked Village Treasurer Douglas for the Budget Presentation. It was well-done.

Mayor Pilla commented this kicks off the Budget review. The Board will be meeting over several days, specifically the 11th, 12th, 14th and 18th. We will be having Departmental Reviews for their needs. We will convene on the 25th where we will go through proposed cuts. Regarding the Fire Department situation the Fire Advisory Counsel reconvene and update the Board on their recommendations.

On motion of TRUSTEE KENNER, seconded by TRUSTEE BRAKEWOOD, the Public Hearing was adjourned.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES: None

PUBLIC COMMENTS AFTER THE PUBLIC HEARINGS

Ms. Bea Conetta commented she worked at the poles it was really dismal with the number of people who come out to vote. We have over 845 registered voters in our district and only 245 plus came out to vote. The Mayor must steer the Trustees and Village employees in the right direction. The Board has to work for the good of Port Chester. We have the Bulkhead and also parking problems, the Police Station and the lack of an elevator at the Metro North station. Starwood has to be a fair deal for the people of Port Chester. She thanked Trustee Kenner for all his work.

Mr. Richard Abel thanked Trustee Kenner for his service. He commented on the rest room identifiers in public places. He agreed with Trustee Ceccarelli that the old Board should not be making decisions just before a new Board takes over.

Mr. Frank Ferrara thanked Trustee Kenner for his work on the five year financial modeling.

RESOLUTIONS

RESOLUTION #1

SETTING A PUBLIC HEARING TO ACCEPT THE OFFER OF DEDICATION OF NELLA WAY AS A VILLAGE STREET

On motion of TRUSTEE ADAMS, seconded by TRUSTEE KENNER, the resolution was moved by the Board of Trustees of the Village of Port Chester, New York.

ROLL CALL

AYES: Trustees Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES: None
ABSENT: None

RESOLUTION

AUTHORIZE PAYMENT FOR MONITORING 2016 VILLAGE ELECTION
IN UNITED STATES OF AMERICA VS. VILLAGE OF PORT CHESTER

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

WHEREAS, on December 15, 2006, the United States of America commenced an action against the Village of Port Chester claiming that the at-large election of Village Trustees violated Section 2 of the Voting Rights Act; and

WHEREAS, by Memorandum and Order dated April 6, 2007, the court granted the application of Mr. Cesar Ruiz to intervene as a plaintiff in this matter; and

WHEREAS, since that date, the Plaintiff/Intervenor has participated by counsel throughout the course of these proceedings, including the monitoring of the 2010 and 2013 Village Elections so as to implement the consent decree and addenda; and

WHEREAS, in all such instances, the Village and Plaintiff-Intervenor have stipulated as to the amount of attorneys fees so as to dispense with unnecessary and potentially costly litigation subject to Board authorization; and

WHEREAS, Plaintiff-Intervenor's counsel and the Village's counsel have likewise agreed to the amount of attorneys' fees for the 2016 Village Election which payment will close this aspect of the case. Now, therefore, be it

RESOLVED that the Village Treasurer is authorized to make payment to Randolph M. McLaughlin, Esq. c/o Newman Ferrara LLP, 1250 Broadway, 27th Floor, New York, New York 10001, attorney for the Intervenor, Cesar Ruiz, with regard to the Village's payment of attorney fees in the amount of \$6,000.00 for the 2016 Village Election.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustee Kenner, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla
NOES: None
ABSENT: None

DATE: April 4, 2016

RESOLUTION

AUTHORIZING THE SUBMISSION OF A HOME RULE REQUEST TO IMPOSE A HOTEL OCCUPANCY TAX IN THE VILLAGE OF PORT CHESTER

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

WHEREAS, the Village of Rye Brook secured special state legislation to adopt a local law to impose a hotel occupancy tax of three percent; and

WHEREAS, the cities of Rye, New Rochelle and White Plains also have a hotel occupancy tax; and

WHEREAS, a hotel occupancy tax offers the advantage of raising necessary revenue without imposing a regressive and heavier burden on property owners; and

WHEREAS, the Board of Trustees has accepted the petition of PC 406 BPA and PC 999 High Street Corp. which is the subject of a pending environmental review process pursuant to the State Environmental Quality Review Act (SEQRA) to redevelop the former site of United Hospital for a mixed residential/commercial development which includes a proposed hotel; and

WHEREAS, New York State Senator George Latimer has introduced legislation to the Senate with bill number S. 7152 and New York State Assemblyman Steve Otis has introduced legislation in the Assembly with bill number A. 9694 that would authorize the Village of Port Chester to impose such a hotel occupancy tax. Now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby approves the submission of a Home Rule Request to the New York State Senate and Assembly for bill numbers S. 7152 and A. 9694 respectively relating to the authority of the Village to impose a hotel occupancy tax; and be it further

RESOLVED, that the Village Clerk is hereby authorized to execute all necessary documents with regard to the Home Rule Request and the Mayor to cause their delivery to the New York State Legislature on behalf of the Board.

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustee Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla

NOES: Trustee Kenner

ABSENT: None

DATE: April 4, 2016

RESOLUTION (ADD ON)

**ACCEPTING THE REPORT OF THE SPECIAL COUNSEL BRIAN MURPHY DATED
APRIL 3, 2016**

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

WHEREAS the Board of Trustees accepts the report dated April 3, 2016 from Special
Counsel Brian Murphy regarding certain correspondence between the Mayor and the Village
Manager,

ROLL CALL

AYES: TRUSTEES KENNER, BRAKEWOOD, CECCARELLI, MARINO, and ADAMS
AND.

NOES: NONE

ABSENT: NONE

RECUSED: MAYOR PILLA

DATE: April 4, 2015

CORRESPONDENCE

*Letters from various members of Human Development Services of Westchester, Inc. re: Redevelopment
of the United Hospital Site*

*From Evarista Perez for Iglasis Adventists del Septirno Dia Spanish Port Chester re Parking the
Wellness to Go Van on August 28, 2016 in the municipal parking lot in front of 29 New Broad Street
occupying 3 parking spaces.*

This was referred to Staff.

From Bart Didden on his resignation from the Waterfront Commission

We should act to fill the vacancies on all the commissions..

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

There were no Public Comments.

BOARD COMMENTS

Trustee Kenner commented it was a pleasure to work on the Board. He wished success to the new Board with the 2016 Budget and with Starwood. He thanked the staff for all their work. He thanked the people of Port Chester for letting him serve for the last nine years.

Trustee Brakewood thanked Trustee Kenner for his service over the last nine years. He has set a great example with the master plan. We do need to work on revising the plan. He thanked all the members of the Board for all the work they have done. We are doing due diligence and keeping an eye on the budget but moving the ball forward on Starwood, the budget and the Police Station.

Trustee Ceccarelli commented it was a pleasure to work with Trustee Kenner and wished him luck in the future.

Trustee Marino said he will miss working with Trustee Kenner.

Trustee Adams commented he enjoyed working with Trustee Kenner.

Mayor Pilla commented that Trustee Kenner always based his words on his impression of the facts rather than personal. Tomorrow we will be swearing in the new Board. On Wednesday we will have a meeting on Starwood to take a deep dive into the traffic from the environmental traffic study. On Thursday we will have the public forum on Ethics at 6:15 in the Senior Center. The IDA will meet next week to talk about a long-term parking strategy.

On motion of Trustee Kenner, seconded by Trustee Adams, the meeting was adjourned at 10:26 p.m.

ROLL CALL

AYES: TRUSTEES KENNER, BRAKEWOOD, CECCARELLI, MARINO, ADAMS and MAYOR PILLA.

NOES: None

ABSENT:

DATE: April 4, 2016

On motion of Trustee Adams, seconded by Trustee Ceccarelli, the meeting was adjourned at 8:31 P.M.

Respectfully submitted,

David Thomas
Village Clerk

MEETING HELD APRIL 5, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Tuesday, April 5, 2016 at 6:00 P.M., in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

Present in addition to Mayor Pilla, were Trustees Gregory Adams, Daniel Brakewood, , Luis Marino, Gene Ceccarelli and Frank Ferrara.

Also present were Village Manager, Christopher Steers; Village Clerk, David Thomas; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; and Assistant Village Attorney David Kenney.

REORGANIZATION MEETING

On motion of Trustee Ferrara, seconded by Trustee Marino, the reorganization meeting was declared opened at 7:14 p.m.

Roll Call

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

NOES:

ABSENT: Trustee Didden

SWEARING IN CEREMONY

Swearing in Ceremony for Trustees

Trustee Gregory Adams was sworn in by Honorable Judge Linda S. Jamieson.

Trustee Daniel U. Brakewood was sworn in by Honorable Judge Jose O. Castaneda.

Trustee Gene Ceccarelli was sworn in by Honorable Judge Matthew Troy III.

Trustee Francis Ferrara was sworn in by Mayor Dennis Pilla.

Trustee Luis A. Marino was sworn in by Honorable Judge Jose O. Castaneda.

AWARD PRESENTATION

PUBLIC COMMENTS

Mr. Giangrande – Commented on not receiving absentee ballots to his PO Box – 7:26 PM
Mr. Giangrande – Commented vehicles speeding on Willett Avenue – 7:27 PM
Mr. Michael Halpern – Commented on Build Up New York – 7:28 PM
New York State Senator George Latimer – Congratulated the newly elected board members –
7:29 PM
Mr. John Rende – Commented on the new board – 7:29 PM
Ms. Sharon Davis-Julius - Commented on the new board – 7:36 PM
Mr. Richard Abel – Commented on acquisition of East Broadway from the MTA

RESOLUTIONS

RESOLUTION

APPOINTMENT OF PRESIDENT (DEPUTY MAYOR)

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

RESOLVED, that TRUSTEE MARINO, be and he hereby is designated as President of the Board of Trustees with the power to act as Mayor of the Village of Port Chester, New York, in case of the Absence or sickness of the Mayor, in which event, he shall have all the powers, rights and privileges, and be subject to all the duties of the Mayor of the Village until recovery or return of said Mayor who shall have been absent or sick.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

APPOINTMENT OF VILLAGE TREASURER

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

RESOLVED, that LEONIE DOUGLAS, be and she hereby is appointed TREASURER for the Village of Port Chester, New York, said appointment to be effective immediately and to expire on April 4, 2017, at an annual rate of compensation of \$129,642.00 or as heretofore adopted by the Board of Trustees, to be paid every two weeks; and be it further

RESOLVED, that her bond as said Treasurer be and the same is hereby fixed at \$50,000.00.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

**RESOLUTION
APPOINTMENT OF VILLAGE TREASURER**

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

RESOLVED, that LEONIE DOUGLAS, be and she hereby is appointed TREASURER for the Village of Port Chester, New York, said appointment to be effective immediately and to expire on April 6, 2015, at an annual rate of compensation of \$124,000.00 or as heretofore adopted by the Board of Trustees, to be paid every two weeks.

ROLL CALL

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

NOES:

ABSENT:

DATE: April 2, 2013

**RESOLUTION
APPOINTMENT OF REGISTRAR OF VITAL STATISTICS**

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

RESOLVED, that Vita Sileo, be and she hereby is appointed REGISTRAR OF VITAL STATISTICS of the Village of Port Chester, New York, for a term effective immediately and to expire April 4, 2017; and be it further

RESOLVED, that his bond as said Clerk be and the same is hereby fixed at \$50,000.00.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

APPOINTMENT OF VILLAGE PROSECUTOR – VEHICLE AND TRAFFIC (Assistant District Attorney)

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

RESOLVED, that MAX DIFABIO, be and hereby is appointed Village Prosecutor – Vehicle and Traffic (Assistant District Attorney) for the Village of Port Chester, at an annual compensation of \$4,000.00 or as heretofore adopted by the Board of Trustees, payable every two weeks, said appointment to be effective immediately and to expire on April 4, 2017.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

APPOINTMENT OF VILLAGE PROSECUTOR - CODE ENFORCEMENT (Assistant District Attorney)

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

RESOLVED, that FRANK CERVINKA, be and he hereby is appointed Village Prosecutor – Code Enforcement (Assistant District Attorney) for the Village of Port Chester, at an annual compensation of \$31,500.00 or as heretofore adopted by the Board of Trustees, payable every two weeks, said appointment to be effective immediately and to expire on April 4, 2017, and be it further

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

RECEIVER OF TAXES

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

WHEREAS, Title IV, Section 2A of the Village Charter provides that the Village Board of Trustees may appoint the Rye Town Receiver of Taxes as the Receiver of Taxes for the Village of Port Chester; and

WHEREAS, the Town of Rye has appointed Nicholas Mecca as Rye Town Receiver of Taxes. Now, therefore, be it

RESOLVED, that Nicholas Mecca, be appointed Receiver of Taxes, effective immediately, with term to expire April 4, 2017.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

AUDITOR OF CLAIMS

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

RESOLVED, that the Village Manager, be and is hereby appointed as Auditor to audit and direct the payment of claims against the Village, with a term to expire on April 4, 2017.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

TRUSTEES FOR THE POLICE PENSION FUND

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

RESOLVED, that TRUSTEES ADAMS, CECCARELLI, AND MAYOR PILLA; the Police Chief, the Village Manager and the Treasurer, be and they are hereby appointed as TRUSTEES of the Police Pension Fund with term to expire April 4, 2017.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

**TRAINING SCHOOLS, EDUCATION SESSION ETC.
FOR VILLAGE OFFICERS, DEPARTMENT HEADS & EMPLOYEES**

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

WHEREAS, Section 77-b of the General Municipal Law authorizes municipal officials and employees to attend training schools, educational sessions, etc., conducted for the benefit of the local government; and

WHEREAS, it is determined by the Board of Trustees that attendance by certain municipal officials and employees at one or more of these meetings, conferences or schools benefits the municipality; and

RESOLVED, that the officers, department heads and employees for whom monies have properly been budgeted may attend training schools, education sessions and other meetings that may be beneficial to the carrying out of their official duties and which have been approved by the Village Manager prior to attendance; and be it further

RESOLVED, that this resolution shall take effect immediately.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

MILEAGE REIMBURSEMENT

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

WHEREAS, the Board of Trustees of the Village of Port Chester has determined to pay a fixed rate for mileage reimbursement to officers and employees of the Village who use their personal automobiles while performing their official duties on behalf of the Village. Now therefore, be it

RESOLVED, that the Mayor and Board of Trustees approves reimbursement to such officers and employees at the rate of \$0.54 per mile.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

OFFICIAL NEWSPAPERS OF THE VILLAGE OF PORT CHESTER

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

RESOLVED, that the Journal News and the Westmore News are hereby designated as the Official Newspapers of the Village of Port Chester for the ensuing official year.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

**INVESTMENT POLICY FOR THE
VILLAGE OF PORT CHESTER**

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

WHEREAS, pursuant to General Municipal Law, Section 39, local governments in the State of New York, including villages, are required to adopt a comprehensive written investment policy; and

WHEREAS, local governments are required to review their investment policies on an annual basis; and

WHEREAS, the Village of Port Chester has reviewed its policy since adoption in 1993; now, therefore, be it

RESOLVED, that the Board of Trustees does hereby approve and adopt the attached Investment Policy for the Village of Port Chester.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

**INVESTMENT POLICY
FOR THE VILLAGE OF PORT CHESTER**

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity of individual.

II. OBJECTIVES

The primary objectives of the local government's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Village Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village of Port Chester to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Village of Port Chester to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Village of Port Chester for all moneys collected by any officer or employee of the government to transfer those funds to the Village Treasurer within five (5) days of deposit, or which the time period specified in law, whichever is shorter.

The Village Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies authorized for the deposit of monies up to the following maximum amounts are:

	<u>Depository Name</u>	<u>Maximum Amount</u>	
Bank	JP Morgan Chase, N.A.	25,000,000	TD
	M & T Bank	20,000,000	
		15,000,000	

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, §10, all deposits of the Village of Port Chester, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value”, as provided by General Municipal Law, §10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims - paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by (the depository and/or a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Village of Port Chester or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, §11, the Village of Port Chester authorizes the Village Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL §24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the (Village of Port Chester);
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- Certificates of Participation (COPS) issued pursuant to GML, §109-b,
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML, §6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Village of Port Chester within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Village of Port Chester within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Village of Port Chester shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institutions or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Village of Port Chester. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Village Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

The Village Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Village of Port Chester by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations of agencies of the United State of America where principal and interest are guaranteed by the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

Appendix A
Schedule of Eligible Securities

- _____ (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- _____ (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- _____ (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- _____ (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- _____ (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- _____ (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- _____ (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- _____ (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- _____ (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- _____ (x) Commercial paper and bankers' acceptance issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- _____ (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

RESOLUTION

FUND BALANCE POLICY

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

RESOLVED, that the Board of Trustees hereby adopts the Fund Balance Policy for the Village of Port Chester, copy of which is annexed and made a part of this resolution.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

Fund Balance Policy

Purpose

The Village of Port Chester has enacted the following policy in an effort to ensure financial security and stability in a volatile economic environment.

Reserve funds (which essentially are a legally authorized savings account for particular specific purposes) are an important component in the Village's financial planning for specific expenses, future projects, acquisitions and other lawful purposes. To this end the Village may establish and maintain reserve funds in accordance with New York State Laws. The Village will also consider rules and/or opinions issued by the New York State Comptroller when they are not in conflict with law.

The Village reserve funds must be properly established and maintained to promote the goals of creating an open, transparent and accountable use of public funds. The Village may engage independent experts and professionals, including but not limited to auditors, accountants and other financial and legal counsel, as necessary to monitor all reserve fund activity and prepare reports that the Village may require.

The Village's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The Village also seeks to maintain the highest possible credit ratings which are dependent, in part, on the Village's maintenance of a healthy fund balance.

Definitions

Fund Balance: Fund balance is the difference between the assets and liabilities reported in a governmental fund. Fund balance is not necessarily the cash balance of the Village, the fund balance consists of other assets as well such as money due from the state and federal government, and accounts receivable. Fund balances are classified into various components depending on the limitations placed on the use of the funds. The hierarchy indicates the extent to which a government is bound to observe spending constraints that govern how it can use amounts reported in the governmental funds balance sheet.

The Village shall comply with the reporting requirements of Article 3 of General Municipal Law of the State of New York and the Governmental Accounting Standards Board (GASB) Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. GASB Statement Number 54 established the following classifications depicting how specific amounts can be spent:

Nonspendable fund balance consists of amounts that are not in a spendable form in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, and financial assets held for resale.

Restricted fund balance consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by grantors, bondholders or laws and regulations of higher levels of governments; or through constitutional provisions or enabling legislation.

Committed fund balance consists of amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as

committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned fund balance consists of amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.

Unassigned fund balance consists of amounts that are available for any purpose; these amounts are reported only in the General Fund.

Policy Statement

The fund balance of the Village of Port Chester General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

The objective is to maintain an unrestricted fund balance of not less than 10% of annual appropriations for the fiscal year.

Village finances will be managed so as to maintain balances of the of the General Fund at level sufficient to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures, ensure stable tax rates and user fees, and protect the Village's creditworthiness. The decision to retain an unrestricted fund balance of not less than 10% of fund appropriations stems from the following:

- This amount provides adequate funding to cover approximately one and a half months of expenditures.
- This amount provides the liquidity necessary to accommodate the Village uneven cash flow due to its inherent semi annually tax collection schedule.
- The Government Finance Officers Association recommends the minimum General Fund unrestricted fund balance to be maintained should be between 5%-15% of current operating expenditures.

The Village Board will set aside certain amounts as committed fund balance. Amounts are to be determined by the Village Manager based on the need for extraordinary operating or capital that could not be anticipated and cannot be funded with current budget resources.

The Village Manager will set aside committed fund balances equal to the amount of outstanding purchase orders or encumbrances.

The Village Board delegates to the Village Manager the authority to determine the proper amounts to be assigned for purposes as are deemed necessary. This would provide the liquidity to respond to contingent liabilities and provide for capital asset replacements.

Effective as of the year ending May 31, 2012, unassigned fund balance shall be any remaining amounts.

The Village will spend, as allowed and available, the most restricted dollars before less restricted in the following order:

- a) Nonspendable (if funds become spendable)
- b) Restricted
- c) Committed
- d) Assigned
- e) Unassigned

The Village will be mindful of its role and responsibility as a fiduciary of public funds when acting on reserve fund issues.

This policy may be updated as deemed necessary per the Village Board of Trustees.

RESOLUTION

JOURNAL ENTRY POLICY

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

RESOLVED, that the Village of Port Chester does hereby adopts the annexed Journal Entry Policy, which is intended for the internal controls for the post of journal entries:

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

VILLAGE OF PORT CHESTER FINANCE DEPARTMENT
MANUAL JOURNAL ENTRY PROCEDURES

The Village of Port Chester recognizes that manual journal entries are needed and made for various reasons including but not limited to: record revenues and expenditures, to transfer funds, or to record balance sheet accruals. These procedures are being established in order to create proper segregation of duties. (i.e. there should always be an approval by a person other than the preparer of the journal entry.) Based on the need for manual journal entries, the following policy is being established to document procedures on how journal entries are expected to be processed:

1. Journal entries for all funds/departments will be entered by the Accountant or another qualified person in the Finance Department. The individual entering the journal entry should pay close attention that the correct posting date and fiscal period are used.
2. Appropriate documentation/support shall be included with the journal entry.
3. The Treasurer will review all journal entries deemed to be of a nonrecurring nature. If a journal entry is determined to be appropriate, the Treasurer or Accountant will ensure each entry is properly coded, in balance and entered for the correct period. In the event that a journal entry is prepared by the Treasurer, it will be reviewed and approved by the Accountant.
4. The Treasurer after completing this review and determining the journal entry is correct will then approve and post the journal entry.
5. The person responsible for cash receipts, whom is independent of the month-end bank reconciliation, shall not prepare, review or post any journal entries to cash accounts.
6. The person responsible for preparing payroll journal entry, who is independent of the month-end bank reconciliations for any bank account affected by payroll, shall not prepare, review or post any journal entries to the payroll cash account or trust & agency accounts.
7. These procedures are being established in order to create proper segregation of duties (i.e. there should always be an approval being done by a person other than the preparer of the journal entry.)

RESOLUTION

**DESIGNATION OF DEPOSITORIES
FOR THE VILLAGE OF PORT CHESTER**

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

RESOLVED, that the JP MORGAN CHASE, N.A.; TD BANK; M & T BANK be and they hereby are designated as Depositories for funds of the Village of Port Chester, New York, and that all withdrawals there from be made by check or order duly signed by the Village Treasurer of the Village of Port Chester, New York, or her designate.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

**DESIGNATION OF DEPOSITORY
FOR THE POLICE PENSION FUND**

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

RESOLVED, that JP MORGAN CHASE BANK, N.A., Port Chester Branch, be and hereby is designated as the depository for the funds of the Police Pension Fund of the Village of Port Chester, New York, and that all withdrawals there from be made by check or order, duly signed by the Treasurer of the Police Pension Fund.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

RESOLUTION

FIXED ASSET POLICY

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

WHEREAS, the Village of Port Chester policy for the capitalization of property and equipment purchases begins with any asset purchase over \$2,500, and

WHEREAS, on September 7, 2010, the Village increased the threshold for all future asset purchases from \$2,500 to \$5000 based on the recommendation of its independent auditors. Now, therefore be it

RESOLVED, that equipment costing over \$5,000 be capitalized and depreciated over the assets' useful lives.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

**Village of Port Chester, New York
Fund Balance Policy**

Purpose

The Village of Port Chester has enacted the following policy in an effort to ensure financial security and stability in a volatile economic environment.

Reserve funds (which essentially are a legally authorized savings account for particular specific purposes) are an important component in the Village's financial planning for specific expenses, future projects, acquisitions and other lawful purposes. To this end the Village may establish and maintain reserve funds in accordance with New York State Laws. The Village will also consider rules and/or opinions issued by the New York State Comptroller when they are not in conflict with law.

The Village reserve funds must be properly established and maintained to promote the goals of creating an open, transparent and accountable use of public funds. The Village may engage independent experts and professionals, including but not limited to auditors, accountants and other financial and legal counsel, as necessary to monitor all reserve fund activity and prepare reports that the Village may require.

The Village's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The Village also seeks to maintain the highest possible credit ratings which are dependent, in part, on the Village's maintenance of a healthy fund balance.

Definitions

Fund Balance: Fund balance is the difference between the assets and liabilities reported in a governmental fund. Fund balance is not necessarily the cash balance of the Village, the fund balance consists of other assets as well such as money due from the state and federal government, and accounts receivable. Fund balances are classified into various components depending on the limitations placed on the use of the funds. The hierarchy indicates the extent to which a government is bound to observe spending constraints that govern how it can use amounts reported in the governmental funds balance sheet.

The Village shall comply with the reporting requirements of Article 3 of General Municipal Law of the State of New York and the Governmental Accounting Standards Board (GASB) Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. GASB Statement Number 54 established the following classifications depicting how specific amounts can be spent:

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Restricted fund balance consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by grantors, bondholders or laws and regulations of higher levels of governments; or through constitutional provisions or enabling legislation.

Committed fund balance consists of amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned fund balance consists of amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.

Unassigned fund balance consists of amounts that are available for any purpose; these amounts are reported only in the General Fund.

Policy Statement

The fund balance of the Village of Port Chester General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

The objective is to maintain an unrestricted fund balance of not less than 10% of annual appropriations for the fiscal year.

Village finances will be managed so as to maintain balances of the of the General Fund at level sufficient to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures, ensure stable tax rates and user fees, and protect the Village's creditworthiness. The decision to retain an unrestricted fund balance of not less than 10% of fund appropriations stems from the following:

- This amount provides adequate funding to cover approximately one and a half months of expenditures.
- This amount provides the liquidity necessary to accommodate the Village uneven cash flow due to its inherent semi-annually tax collection schedule.
- The Government Finance Officers Association recommends the minimum General Fund unrestricted fund balance to be maintained should be between 5%-15% of current operating expenditures.

RESOLUTION

DESIGNATION OF BOARD MEMBERS TO SERVE ON SCHOOL DISTRICT LIAISON SUBCOMMITTEE

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

RESOLVED, that MAYOR PILLA and TRUSTEES FERRARA and DIDDEN are hereby designated to serve on the School Liaison Subcommittee.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

DISCUSSION

The Village Manager discussed plans to schedule strategic planning sessions for the Board Mayor Pilla discussed possible scheduling for the Village budget workshops

BOARD COMMENTS

Trustee Ferrara commented on the recent campaign.

Trustee Brakewood congratulated all of the new board members and reminisced about his first successful run for the Board.

Trustee Ceccarelli thanked all those who voted for him and supported him.

Trustee Adams thanked all those who supported him and his campaign staff.

Trustee Marino thanked the board for voting him Deputy Mayor and his family and supported.

Mayor Pilla congratulated all of the newly elected members.

At 7:15 p.m., on motion of Trustee Adams, seconded by Trustee Ferrara, the meeting was closed.

ROLL CALL

AYES: Trustees Ferrara, Brakewood, Ceccarelli, Adams Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Didden

DATE: April 5, 2016

Respectfully submitted,

David Thomas
Village Clerk

MEETING HELD APRIL 18, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, April 18, 2016 in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

Present in addition to Mayor Pilla were Trustees Bart Didden, Francis Ferrara, Gene Ceccarelli, and Gregory Adams

Also present were: Village Attorney Tony Cerreto; Village Treasurer, Leonie Douglas; Village Clerk, David Thomas; Chief of Police, Richard Conway; Director of Planning, Eric Zamft; Intern Assistant to the Village Attorney, David Kenny; Fire Chief, Ed Quinn

On motion of TRUSTEE ADAMS, seconded by TRUSTEE DIDDEN, the meeting was declared opened at 6:07 p.m.

ROLL CALL

AYES: Trustees Didden, Ferrara, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Brakewood and Marino

Trustee Brakewood arrive at 6:27 p.m.

BUDGET WORKSHOP

Ms. Robin Lettieri, Director of the Port Chester-Rye Brook Library joined for the Budget Workshop. The Library budget is a 1% increase over last year. Our programs of \$61,000 includes a \$50,000 donation from a patron. The budget increases employee increases. Operating expenses are split 65% to Port Chester and 35% to Rye Brook. The Capital Budget is split 50/50.

Village Manager Steers commented this is the fourth workshop and we should have one or two more. The overall budget is over \$38MM. We have a fund balance of \$291,000. To come under the cap we had to make department cuts. He spoke of the Tax Cap and what is available to us.

Village Manager Steers reviewed the Office of the Village Attorney and the duties and budget for that office. David Kenny and Ed Brancati are very familiar with labor laws.

Prosecutor Frank Cervinka commented on the life cycle once a code violation gets into that office. An average case starts with the Notice of Violation. If they do not correct this then they are brought into court. That starts with a plan to get them into compliance. Permits are issued and once the work is completed and approved a Certificate of Compliance (Occupancy) is issued. The average case is 12 to 18 months. If a homeowner is not in compliance the matter will go before the court. At this time there are over 300 cases.

Mr. Max DiFabio commented that the case load moves along. They have the resources available.

PUBLIC HEARING REGARDING THE DEDICATION OF NELLA WAY TO THE VILLAGE OF PORT CHESTER

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE BRAKEWOOD, the Public Hearing was declared Open.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES:

ABSENT: Trustee Marino

Mr. Ronald Sure, Board of Commons of Nella Way, commented we are in favor of having the Village adopt Nella Way.

Mr. Richard Abel commented that now Nella Way is maintained by the commons. How much will this cost the Village residents?

Ms. Goldie Solomon commented we should follow the agenda.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, the Public Hearing was adjourned to May 2nd.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES:

ABSENT: Trustee Marino

PROPOSED MOTION FOR EXECUTIVE SESSION

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE BRAKEWOOD, the Board of Trustees adjourned into a Budget Workshop and then into Executive Session to discuss

1. Particular Persons in the Building Department
2. Employment of particular persons in Code Enforcement

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES:

ABSENT: Trustee Marino

Included in Executive Session were Village Manager Steers, Village Attorney Anthony Cerreto, Human Resources Consultant Ed Brancati and Village Clerk Dave Thomas.

At 7:35 p.m. the Executive Session was closed.

On motion by TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, the Board of Trustees voted to ADD ON an appointment of a person to the position of Building Inspector

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

On motion by TRUSTEE FERRARA, seconded by TRUSTEE CECCARELLI, the Board of Trustees confirmed the appointment of Mr. Kevin Donohue to the position of Building Inspector at a salary of \$115,000.

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

Mr. Kevin Donohue was introduced to the community. He previously did the Code for New York State.

ADD-ON RESOLUTION

APPOINTMENT OF KEVIN DONOHUE AS BUILDING INSPECTOR

On motion of TRUSTEE FERRARA, seconded by TRUSTEE BRAKEWOOD, the Resolution was adopted by the Board of Trustees of the Village of Port Chester, NY

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

DATE: April 18, 2016

DEMOLITION OF 201 GRACE CHURCH STREET AND INSTALLATION OF PARKING LOT

Jerry Terranova, Chairman of the Parks Commission, commented that more residents are using the Parks. He commented on the Park bathrooms. Columbus Park's bathroom needs upgrading. New bathrooms are needed in Rec Park (there is one available port-a-potty). At Edgewood Park you are getting estimates with blacktop with dry wells. The Park Commission wants parking on the left and open space on the right. The bathroom should be in the center as far back as you can get it. We do not want it close to the field and we do not want pumps in there. The police were sent a letter regarding someone dumping garbage in Lyon Park. We have not heard if any action was taken. The parks could use some new trees.

PUBLIC HEARING: DOG TETHERING – LOCAL LAW

Ms. Dina Goren of the Dog Park Group commented on having a Local Law. This is a way to improve the lives of dogs and other animals. The existing laws state that tethering is inhumane. The center for disease control said that tethered dogs are more likely to bite. Psychological damage can occur by continuous chaining. Most people comply by building a fence or kennel. Research on guard dogs says that tethering makes dogs aggressive, not protective.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Ms. Goldie Solomon commented dogs need to be taken care of.

Mr. Richard Abel said this is a great law. Except, it reads Animals include every living creature except a human being.

Mr. Black commented this is more of a moral issue. This is something necessary because the creatures affected by this are not here. This gives the police a tool which they currently don't have. The Village should publish this on their website.

Ms. Linda Tortorino commented this is a good tool. It should be on the website and through the police department.

Ms. Doris Bailey-Reavis commented there are dogs that walk not leashed. People should have to leash their dogs as they walk through the Village.

Mr. Richard Abel commented on #6 of the Law which specifically refers to dogs. It should be changed to read Animal.

Trustee Ferrara commented that this has not passed on a state level. Mr. Brakewood replied that there are a lot of rural areas in upstate New York where people will tie their dogs out on a regular basis.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE FERRARA, the public hearing was declared closed.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE DIDDEN, the Tether Law in Port Chester was adopted by the Board of Trustees of Port Chester, NY

Village of Port Chester, New York Local Law No. I-1 of the year 2016

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 136 “ANIMALS”, WITH REGARD TO ANIMAL TETHERING

SECTION 1: Purpose and Intent

The Board of Trustees hereby finds that animal owners will sometimes tie their animals to a stationary object out of doors for a short period of time. The Board further finds that some owners, however, leave their animals tied to a stationary object outside for long periods of time; in some cases, all day. The Board finds that tethers, chains and other such restraints can injure animals, as the restraints may tangle or catch on other objects. The Board further finds that animals left tied to an object outside for prolonged periods may not have sufficient food, water or shelter from inclement weather, and are more likely to bark and cause disturbances. The Board finds that existing State law does not sufficiently address the issue of animal tethering. In support, the Board takes notice of the bills that have been successively introduced in the State Legislature to amend the Agricultural and Markets Law on this subject. Unfortunately, these bills have not advanced through the legislative process to enactment. Given state inaction on the subject, and acting under the authority of Municipal Home Rule Law, Section 10, subd.1(i) and (ii)a(12), the Board finds and determines that reasonable restrictions at the local level are therefore necessary and appropriate to protect the well-being of persons and property in the Village.

The local law also imposes a progressive penalty schedule to deter repeated violations and proscribes criminal and civil penalties to aid in enforcement.

SECTION 2: The Code of the Village of Port Chester, Chapter 136, is hereby amended to include a new article, Article IV entitled “Animal Tethering”, to read as follows:

§136-30 Definitions

Animal- as used in this article, includes every living creature except a human being.

Inclement weather- weather conditions that are likely to adversely affect the health or safety of the animal, including but not limited to rain, sleet, ice, snow, wind, or extreme heat and cold.

Responsible party- any person owning, harboring, or having custody or control of an animal.

Tethering- to restrain an animal by tying the animal to any object or structure, including, but not limited to a house, tree, fence, post, garage, or shed, by any means, including, but not limited to a chain, rope, cord, leash or running line. This shall not include using a leash for walking purposes

§136-31 Prohibitions.

(A) It shall be unlawful for a responsible party to tether an animal while outdoors, except when all of the following conditions are met:

1. The responsible party is physically present on the premises while the animal is tethered;
2. The tether is connected to the animal with a collar or a body harness made of nylon or leather (no choke or pinch collars allowed);
3. The tether has the following properties:
 - a. it must be at least five (5) times the length of the animal's body, as measured from the tip of the nose to the base of the tail, however in no event shall the tether be long enough to allow the animal to move outside the responsible party's property;
 - b. it terminates at both ends with a swivel;
 - c. it is not weighted;
 - d. it is free of tangles;
4. The animal is tethered so as to prevent injury, strangulation, or entanglement;
5. The animal is not outside during inclement weather;
6. The animal has access to shade by natural or artificial means to protect the dog from direct sunlight at all times when exposure to sunlight is likely to threaten the health of the animal;
7. The animal has access to water and food;
8. The animal is at least six (6) months of age;
9. The animal is not sick or injured;
10. Pulley, running line or trolley systems are at least fifteen (15) feet in length and are less than seven (7) feet above ground, however in no event shall the tether be long enough to allow the animal to move outside the responsible party's property;
11. If there are multiple animals, each animal is tethered separately, in a manner in which they cannot become entangled;
12. The animal is not tethered for more than 2 hours in a continuous 12 hour period.

§136-32 Enforcement

(A) Any person who violates the provisions of this section or any of the rules promulgated thereunder shall, for a first offense, be guilty of a violation punishable by a fine no more than \$250, provided that such person shall be issued a written warning instead of such fine for such first offense where such animal was not injured as a result of being restrained in violation of this section. For a second offence, within a continuous twelve-month period, be guilty of a violation punishable by a fine no more than \$500. For a third, or any subsequent offense, within a continuous twelve-month period starting from the first offense, such person shall be guilty of a class B misdemeanor punishable by a fine no more than \$500 or by imprisonment no more than three months, or both.

(B) In addition to such penalties, any person who violates this section may be liable for a civil penalty of not less than \$250.

(C) Violations of this section may be supported by evidence including, but not limited to, time-stamped photographs and video, records of complaints, and sworn witness statements.

(D) The Village Attorney shall be authorized to bring a proceeding, against a responsible party(ies), in court of competent jurisdiction to enforce this law.

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 part thereof and the remaining part of such provision and all other provisions 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.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

DATE: April 18, 2016

PUBLIC HEARING: CAPITOL THEATRE ZONING AMENDMENT

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE DIDDEN, the public hearing was declared open.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

Village Planning Director Eric Zamft commented on the Capitol Theatre's petition to amend the Code of the Village of Port Chester, specifically the Zoning Code relating to Parking to remove the off-street parking requirement for cabarets, catering establishments and theaters in the C5 District. We recommended that a parking workshop be conducted.

Mr. Greg Del Rio of the RBA Group observed the conditions in the downtown area on a weekday show and on a weekend show. The Capitol has three available lots at \$20 parking. There is also public parking up to 9:00 p.m. for the regular parking fee. An idea was shared parking with an office complex. He showed a slide preview of the study area. He spoke of Parking Management Goals and Best Practices and Shared Parking.

Attorney Tirone spoke of parking in the area of the Capitol Theatre.

PUBLIC COMMENTS ON THE PUBLIC HEARING: CAPITOL THEATRE ZONING AMENDMENT

Ms. Goldie Solomon commented that at certain times there are attendants at parking lots with signs for a \$20 Event Parking fee.

Mr. John Reavis commented on parking in general. This has not identified some of the other issues. On many nights that area is full of cars for people to go to the Capitol Theater or to get something to eat. There are strategic problems on King Street and Willett Avenue. People don't want to pay \$20 for parking.

Attorney Tirone commented this amendment is only for a specific zone, the C5 district.

Ms. Doris Reavis commented soon The Castle will be open and those people and their guests will need parking. The new building on North Pearl needs guest spaces.

Mr. Dan Tartaglia commented the Capitol is an asset to Port Chester and every restaurant. There is plenty of parking but the reality is that once this is passed the leases will stop. For the downtown to work we need to have parking for employees. The Marina parking lot is the prime structure.

Mr. Richard Abel commented on the differences in parking during the day and evening. This zoning change affects the Capitol Theater. What happens if the Capitol decides to have events during the day?

Trustee Brakewood commented that this is the C5 (train station) district. We have space to build parking garages.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE BRAKEWOOD, the Public Hearing on the Capitol Theatre Zoning Amendment was declared closed.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Marino

There was not enough available material for a resolution. This will be brought up at the May 2nd meeting

PUBLIC COMMENTS AFTER THE PUBLIC HEARING

Ms. Goldie Solomon commented Port Chester should have city status. Our taxes should come down.

Mr. Reavis commented on the *Westmore News* the executive session covered a particular person. This has been moved to the end of the meeting. The Board deals with issues when you don't have enough information. We need more people working in the community who can provide the Board with proper information.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, the Budget Workshop was reopened.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Marino

Village Manager Steers discussed the Sewer Rent Project. He showed the Sewer Improvement Project Summary. Part of the process was building a Debt Service Reserve.

Village Treasurer spoke on the Sewer Improvement Project Summary. We have completed about 33% of the project.

Mr. Steers commented some of this was to capture some of the dollars that was not being utilized for the system. This took some of the burden off the taxpayer.

Mr. Tartaglia commented on how long it takes to get an appointment with the Building Department.

Village Treasurer Douglas commented that we will save about 50% after the installation of LED street lighting.

On motion of TRUSTEE FERRARA, seconded by TRUSTEE CECCARELLI, the Budget Hearing was closed.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Marino

RESOLUTIONS

FINDINGS OF THE VILLAGE OF PORT CHESTER BOARD OF TRUSTEES WITH REGARDS TO THE CONSISTENCY OF THE PORT NORTH MAIN STREET AMENDED PETITION WITH THE VILLAGE'S ADOPTED 1992 LOCAL WATERFRONT REVITALIZATION PLAN

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

WHEREAS, On October 6, 2015, Port North Main Street LLC (the "Applicant") filed site plan applications for 531 and 601 North Main Street to convert the existing buildings to retail use; and

WHEREAS, recognizing that retail is currently not a permitted use in the C4 General Commercial Zoning District in which the properties are located, the Applicant concurrently filed a petition on December 15, 2015 for a proposed zoning text amendment to Village Code Chapter 345, to allow retail as a special exception use within all or part of the C4 District, to provide a parking standard for retail use, and to provide specific special exception criteria (the "Original Petition"); and

WHEREAS, based upon the comments from the Planning Commission and an initial review by the Department of Planning & Economic Development, the Applicant filed an amended petition to specifically request a proposed zoning text amendment to Village Code Chapter 345, to create a new C4-R Gateway Retail District from Terrace Avenue north along North Main Street to the Connecticut border, create a retail parking standard for the C4-R District, designate permitted and special exception uses and lot and bulk controls for such district, and establish special exception criteria for retail uses (the "Amended Petition"); and

WHEREAS, pursuant to Chapter 332 of the Village Code and in congruence with the Village of Port Chester's current (1992, as amended in 1999) Local Waterfront Revitalization Program ("LWRP") regulations, the Village of Port Chester Waterfront Commission ("Waterfront Commission") is responsible for evaluating the proposed action against the policies and purposes of the adopted LWRP and provide such determination to the Lead Agency (the Board of Trustees).

WHEREAS, as part of its petition submission, the Applicant provided a Coastal Assessment Form for review by the Waterfront Commission; and

WHEREAS, at the March 30, 2016 Waterfront Commission meeting the Waterfront Commission voted that the petition was consistent with the 1992 LWRP; and

WHEREAS, the LWRP, under Section 5.3, provides the management structure necessary to implement the LWRP, including the ability for Village agencies to issue their own findings; and

WHEREAS, the LWRP, under Section 5.3.C states that the Board's findings should be based upon the Waterfront Commission's recommendation, the Coastal Assessment Form, and other pertinent information;

WHEREAS, the Board has considered such information in its review.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees hereby finds that the Amended Petition is consistent with the LWRP, adopted in 1992 and amended in 1999.

Approved as to Form:

Village Attorney, Anthony Cerreto

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

DATE: April 18, 2016

RESOLUTION

ADOPT A NEGATIVE DECLARATION UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH REGARD TO THE PETITION OF PORT NORTH MAIN STREET LLC

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

WHEREAS, On October 6, 2015, Port North Main Street LLC (the "Applicant") filed site plan applications for 531 and 601 North Main Street to convert the existing buildings to retail use; and

WHEREAS, recognizing that retail is currently not a permitted use in the C4 General Commercial Zoning District in which the properties are located, the Applicant concurrently filed a petition on December 15, 2015 for a proposed zoning text amendment to Village Code Chapter 345, to allow retail as a special exception use within all or part of the C4 District, to provide a parking standard for retail use, and to provide specific special exception criteria (the "Original Petition"); and

WHEREAS, at the January 19, 2016 Board meeting, the Board accepted the Original Petition for consideration and review, referred the matter to the Planning Commission and Waterfront Commission

for their review and comments, found that the Proposed Action is an Unlisted Action pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and the regulations at 6 NYCRR Part 617, and noticed its intent to serve as Lead Agency for the purposes of a coordinated review to interested and involved agencies; and

WHEREAS, the Board of Trustees referred the Proposal to the Westchester County Planning Board pursuant to §345-34 H for review and comment in accordance with of the Village Zoning Code; and

WHEREAS, the Planning Commission held a public meeting on January 25, 2016 on the zoning and provided comments, as encapsulated in the January 25, 2016 Planning Commission meeting minutes; and

WHEREAS, based upon the Planning Commission’s comments and an initial review by the Department of Planning & Economic Development, the Applicant filed an amended petition to specifically request a proposed zoning text amendment to Village Code Chapter 345, to create a new C4-R Gateway Retail District from Terrace Avenue north along North Main Street to the Connecticut border, create a retail parking standard for the C4-R District, designate permitted and special exception uses and lot and bulk controls for such district, and establish special exception criteria for retail uses (the “Amended Petition”); and

WHEREAS, all involved agencies advised that they did not object to the Board’s designation as Lead Agency or more than 30 days had elapsed since notification of the Board’s notice of intent; and

WHEREAS, at a duly noticed meeting on March 7, 2016, the Board accepted the Amended Petition, declared itself as Lead Agency under SEQRA, and scheduled a public hearing for April 4, 2016; and

WHEREAS, the Amended Petition submitted by the Applicant included a Full Environmental Assessment Form (“EAF”) Part 1, pursuant to SEQRA; and

WHEREAS, the Amended Petition submitted by the Applicant also included a Coastal Assessment Form (“CAF”); and

WHEREAS, at the March 30, 2016 Waterfront Commission meeting, the Waterfront Commission issued a determination that the Amended Petition was consistent with the LWRP, adopted in 1992 and amended in 1999; and

WHEREAS, the Board held a public hearing on the Amended Petition on April 4, 2016; and

WHEREAS, at the April 18, 2016 Board meeting, the Board adopted findings that the Amended Petition was consistent with the LWRP, adopted in 1992 and amended in 1999; and

WHEREAS, staff has recommended that the Board of Trustees adopt a determination that the Proposed Action would not have a significant adverse environmental impact; and

WHEREAS, the Board has reviewed and carefully considered the EAF Parts 1, 2, and 3, CAF, board and public comments, and the recommendations of its staff.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees hereby determines that the Proposed Action will not have a significant adverse impact on the environment for the reasons set forth in the accompanying Negative Declaration, which is incorporated hereto and made a part hereof; and be it further

RESOLVED, that the Village Clerk is directed to undertake all filings and service of this Resolution pursuant to the regulations governing SEQRA at 6 NYCRR 617.12.

Approved as to Form:

Village Attorney, Anthony Cerreto

Roll Call

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

DATE: April 18, 2016

RESOLUTION

ADOPTING LOCAL LAW NO. _ OF 2016 AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER, CHAPTER 345, "ZONING", TO ESTABLISH A NEW GATEWAY RETAIL ("C4-R") ZONING DISTRICT AND TO CHANGE THE OFFICIAL ZONING MAP THEREFOR

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

WHEREAS, On October 6, 2015, Port North Main Street LLC (the "Applicant") filed site plan applications for 531 and 601 North Main Street to convert the existing buildings to retail use; and

WHEREAS, recognizing that retail is currently not a permitted use in the C4 General Commercial Zoning District in which the properties are located, the Applicant concurrently filed a petition on December 15, 2015 for a proposed zoning text amendment to Village Code Chapter 345, to allow retail as a special exception use within all or part of the C4 District, to provide a parking standard for retail use, and to provide specific special exception criteria (the "Original Petition"); and

WHEREAS, based upon the comments from the Planning Commission and an initial review by the Department of Planning & Economic Development, the Applicant filed an amended petition to specifically request a proposed zoning text amendment to Village Code Chapter 345, to create a new C4-R Gateway Retail District from Terrace Avenue north along North Main Street to the Connecticut border, create a retail parking standard for the C4-R District, designate permitted and special exception uses and lot and bulk controls for such district, and establish special exception criteria for retail uses (the "Amended Petition"); and

WHEREAS; the Board held a public hearing on the Amended Petition on April 4, 2016 upon, among other things, the question of enactment of Local Law No. _ of 2016, being a Local Law amending

the official zoning map and the text of Chapter 345, Article XVI of the Village Code (Zoning) as set forth on Exhibit "A" which is on file with the Village Clerk's Office of the Village of Port Chester; and

WHEREAS, at the April 18, 2016 Board meeting, the Board adopted findings that the Amended Petition was consistent with the LWRP, adopted in 1992 and amended in 1999; and

WHEREAS, the Board determined that the Proposed Action will not have a significant adverse impact on the environment as described in the Negative Declaration; and

WHEREAS, the Board adopted the Negative Declaration on April 18, 2016.

NOW, THEREFORE, be it

RESOLVED, by the Village of Port Chester Board of Trustees that Local Law No. _ of 2016, is hereby enacted as follows and effective upon its filing with the New York State Department of State:

LOCAL LAW NO. 04 of 2016

A local law amending the text of Chapter 345 of the Village Code to create a new C4-R Gateway Retail District from Terrace Avenue north along North Main Street to the Connecticut border, create a retail parking standard for the C4-R District, designate permitted and special exception uses and lot and bulk controls for such district, and establish special exception criteria for retail uses.

Approved as to Form:

Village Attorney, Anthony Cerreto

Roll Call

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

DATE: April 18, 2016

RESOLUTION

TO ACCEPT UNCLAIMED BAIL MONIES FROM THE VILLAGE JUSTICE COURT
TO THE GENERAL FUND

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

WHEREAS, the Village's Independent Auditor has recommended, consistent with the opinion issued by the State Comptroller (80-515), that bail monies which are unclaimed and outstanding in excess of six years be transferred to the Village's General Fund. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to accept payment in the amount of \$9,659 from the Village Justice Court and record such payment as Revenue – Bail Related Forfeitures, in the FY 2015-16 General Fund Budget.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

Roll Call

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

DATE: April 18, 2016

DISCUSSIONS

Downtown Parking

Trustee Ceccarelli commented that this goes back to the Marina lot and getting that to be a paid lot. We should work with G&S.

Full Build-out Analysis (Planning & Development)

Trustee Ceccarelli commented on capacity in municipalities. Planning Director Zamft commented this is usually part of the Master Plan or a zoning rewrite of the Code.

Strategic Planning Workshop

Trustee Ferrara completed he wants to get a Strategic Planning session on the docket as soon as possible. Village Manager Steers commented this will take at least three sessions, with the first session in May.

Board of Trustees of Procedure Review

Trustee Ferrara commented he would like the Board to set time to discuss how we can find time to narrow our meetings. Mayor Pilla commented there is a model that can be followed.

Exit Interview Letter – Christopher Ameigh

There was no action on this correspondence

CORRESPONDENCE

From Doris J. Bailey-Reavis, Human Development Services of Westchester re: Redevelopment of the United Hospital Site

Acknowledged.

From The American Legion Port Chester Post 93 requesting an appropriation of \$1,600 for the Memorial Day Ceremonies and for permission to conduct a parade on Monday, May 30, 2016 commencing at Westchester Avenue & North Regent St proceeding down Westchester Avenue to Broad Street.

This was referred to Staff.

From Washington Engine & Hose Co. #4, on the resignation of Joseph Galasso from active membership

Acknowledged.

From the Village of Port Chester Planning Commission re: Parking and Mobility Study.

We spoke of this earlier.

From the Village of Port Chester Planning Commission re: Burying the Overhead Wires.

Bart Didden commented the Mariner is trying to get their issues resolved. This is the right move.

From Harry Howard Hook & Ladder Co. No. 1 on the election to active membership of Gersom Reyes and Ronald Georgio of Pleasantville, NY

RESOLUTION

ACCEPTANCE OF RONALD GEORGIO AND GERSOM REYES AS ACTIVE MEMBERS
OF HARRY HOWARD HOOK & LADDER COMPANY NO. 1

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

WHEREAS, on April 5, 2016, the Harry Howard Hook & Ladder Company No. 1, held an election for a new active members; and

WHEREAS, Ronald Georgio and Gersom Reyes were elected to be new active members. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the election of Ronald Georgio and Gersom Reyes to Harry Howard Hook & Ladder Company No. 1

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

NOES: NONE

ABSENT: TRUSTEE MARINO

DATE: April 18, 2016

From Harry Howard Hook & Ladder Co. No. 1 on the removal of Erwin Penala-Diaz from the active rolls.

Acknowledged.

From Harry Howard Hook & Ladder Co. No. 1 on the resignation of Brett Atkinson of Riverside CT.

Acknowledged.

From Isobel Perry of Human Development Services of Westchester re Redevelopment of the United Hospital Site.

Noted.

From the Park Commission regarding Recreation (Rec) Park and Columbus Park

This was discussed earlier.

From Gerald Donahue requesting continued membership on the Park Commission

We will do a resolution at our next meeting.

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

There were no Public Comments.

BOARD COMMENTS

Trustee Didden commented that when he was on the Waterfront Commission unanimously supports Mike O'Connor to become chairman. We will have a resolution at the next meeting.

Trustee Ceccarelli commented the Executive Session should be delayed until the next meeting, when Terry O'Neil will be available.

Trustee Brakewood commented that today is Election Day and people should get out and vote.

Trustee Ceccarelli commented that he is happy that Village Attorney has finally gotten the help he needs. The Boards and Commissions should include someone from the BOT.

On motion of TRUSTEE FERRARA, seconded by TRUSTEE BRAKEWOOD, the meeting was adjourned at 12:16 A.M.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: Trustee Marino

Respectfully submitted,

David Thomas
Village Clerk

MEETING HELD MAY 2, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, May 2, 2016 in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Deputy Mayor Gregory Adams residing.

Present in addition to Mayor Pilla were Trustees Bart Didden, Francis Ferrara, Gene Ceccarelli, Gregory Adams and Luis Marino.

Also present were: Village Manager Christopher Steers, Village Treasurer, Leonie Douglas; Director of Planning Eric Zamft, Chief of Police, Richard Conway; Legal Intern, David Kenny; Assistant Fire Chief Mike DeVittorio

On motion of TRUSTEE FERRARA, seconded by TRUSTEE ADAMS, the meeting was declared opened at 6:07 p.m.

ROLL CALL

AYES: Trustees Didden, Ferrara, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None.

ABSENT: Trustee Brakewood

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE CECCARELLI, the Board voted to Add On a special Executive Session consultation conversation with the Village Attorney.

ROLL CALL:

AYES: Trustees Didden, Ferrara, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSENT: Trustee Brakewood

On motion of TRUSTEE FERRARA, seconded by TRUSTEE MARINO, the Board voted to go into Executive Session to discuss:

- 1. Interview with candidate to appoint to recreation commission*
- 2. Interview with candidate to the Board of Ethics*
- 3. Consultation with the Village attorney and interview with prospective special counsel*

ROLL CALL

AYES: Trustees Didden, Ferrara, Ceccarelli, Adams, Marino and Mayor Pilla.

NOES: None

ABSENT: Trustee Brakewood

Trustee Brakewood came into the meeting at 6:29 p.m.

On motion of TRUSTEE ADAMS, seconded by TRUSTEE FERRARA, the Board came out of Executive Session.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla.

NOES: None

At 7:51 the Board came out of executive session. Mayor Pilla called the public meeting to order.

PRESENTATION

Mayor Pilla presented a Certificate of Appreciation to Leonard Sotolongo to publicly recognize him for his resourcefulness and creativity in painting the garbage cans throughout town.

PUBLIC HEARING

1. Nella Way

A motion was made by TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI, to accept that Nella Way become a Village street.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

PUBLIC COMMENTS AT THE PUBLIC HEARING

Ms. Goldie Solomon spoke of Louie and of Nella and that they do well for the Village.

Robert Sherm, corporate counsel for Fox Commons, commented this is a three party agreement to provide for affordable housing.

Mr. Richard Abel commented on Nella Way originally was not accessible to fire apparatus. The engineer for Nella commented that the entrance is from Fox Island Road and the gate is for emergency use only.

On motion of TRUSTEE MARINO, seconded by BART DIDDEN, the public hearing was declared closed.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla.
NOES: None

PUBLIC HEARING

2. A Proposed Local Law to Override the Tax Levy Limit Established in General Municipal Law §3-c.

A motion was made by TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, the public hearing was reopened.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla
NOES: None.

PUBLIC COMMENTS AT THE PUBLIC HEARING

Ms. Goldie Solomon commented on how this will affect senior citizens and those on Social Security.

Ms. Bea Conneta commented this is just put in for two years. It has to do with the Board of Education and the Village. Anybody in the STAR program gets something back. If you go over the tax cap you are hurting the people of Port Chester.

Mr. John Reavis commented that if the Board overrides this it should be shared with the residents in terms of where you would put that money.

Trustee Didden commented the tax cap is unsustainable over the long run. We have professional staff, police officers and other staff with built-in raises. There are costs in health insurance that go up. You cannot maintain the tax cap indefinitely.

Trustee Adams commented that the police, fire and DPW have to get paid.

Mr. Reavis asked if the intent was for this to go to salary increases. Is there any money going to be set aside to improve the infrastructure?

Village Manager Steers commented that there are always increases in staff operating expenses. We can do something to help the Village move forward.

Mr. Abel commented that you will use those some reasons next year. Leaving it to the last minute is not a good way to do business.

Mayor Pilla commented they have been working hard going through department budgets.

Mr. Reavis commented on the capital project, Steve Otis's legislation regarding the sewer project. People should be given a better understanding of what our legislators are doing or are not doing.

Trustee Brakewood commented that he is 100% against overriding the tax cap. We need to focus on how we spend our funds. Homeowners will actually see a reduction in their property taxes.

Ms. Hope Klein commented that they are looking for a donation for the Independence Day Committee. The ceremony will be on July 9th at the John Ryan Stadium.

Mayor Pilla commented that overriding the tax cap will not set us up for the future. We are on a much more sustainable course.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE BRAKEWOOD, the Public Hearing was closed.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

In order for the tax cap to be legally effective, a motion was made by Trustee Adams. The motion was not seconded. It was the decision of the Board not to override the tax cap.

PUBLIC COMMENTS AFTER THE PUBLIC HEARING:

Ms. Goldie Solomon thanked the Police, Fire, DPW and EMT's. Do not create more residential, we need commercials.

Mr. DelBianco, representing the Beautification Committee, commented on Adopt-An-Island. Since Chris Ameigh is no longer here, he would like to meet with Mr. Steers to keep this on track. The Commission would like to see Adopt-An-Island recognition with signage.

Mr. John Reavis commented the NAACP is concerned about all residents. The mission is to recognize the needs of the community. We are hoping that Starwood will afford people with decent jobs, which includes training. We need to take another look at affordable housing.

Ms. Bea Conneta commented on the issue of Sustainable Westchester. 20 communities surrounding us have opted in. There is no risk. If it comes up again it should be considered.

Mr. Chris Calabrese, representing Sustainable Port Chester Alliance, a community labor group. There should be a community benefits agreement and successorship laws with Starwood. If Starwood sells the property that pilot no longer exists and there should be a new agreement with a future owner.

Mr. Richard Abel commented on the resolution with a change in zoning on the Capitol Theatre. Why change the zone, why not go before the Zoning Board of Appeals?

Mr. Gioffre commented that some of the Resolutions items might go by very quickly. He asked that the Board take the Resolutions out of order to accommodate the people in the audience.

Mr. Vincent Lyons, on behalf of professional firefighters, commented on the Budget set up for Adoption. It includes dangerous cuts to fire protection. It is recommended that the Village Manager consult with an independent fire service consultant to evaluate the lack of adequate career firefighters. The proposed cut is inadequate and does not consider the population of the Village. Are the new developers aware of the lack of fire protection and the costs in the future? Before the adoption of this budget you should review the fire protection for this Village. Mr. Lyons asked if Mayor Pilla spoke to anyone on the Fire Advisory Board.

RESOLUTIONS

RESOLUTION #4

STARWOOD/UNITED HOSPITAL RECEIVING OF PRELIMINARY FINAL ENVIRONMENTAL IMPACT STATEMENT AND PROPOSED REVISED ZONING. REFERRAL TO THE PLANNING COMMISSION AND WESTCHESTER COUNTY PLANNING BOARD, AND SCHEDULING OF A PUBLIC HEARING

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

WHEREAS, on April 21, 2014, the Board of Trustees (herein referred to as “Board”) adopted a resolution accepting the petition of PC406 BPR, LLC and PC 999 High Street Corp. (together the “Applicant”) for consideration of proposed zoning text and map amendments to the Village Code, Chapter 345 relating to a proposed Southern Gateway Mixed Use Overlay District or, in the alternative, to a text amendment modifying Article XI of the existing Zoning Regulation, Section 345-62, with respect to 406-408 Boston Post Road and 999 High Street (the “Subject Property”); and

WHEREAS, the Applicant seeks to develop the Subject Property for a mixed multi-family residential and commercial use development (the proposed zoning amendments and development are, collectively, the “Proposed Action”); and

WHEREAS, the Board of Trustees is the designated Lead Agency under the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the Village Board determined that the Proposed Action is a Type I Action pursuant to the SEQRA and the regulations at 6 NYCRR Part 617 and issued a Positive Declaration that the Proposed Action may have a significant impact on the environmental, and required the Applicant to prepare an Environmental Impact Statement (EIS); and

WHEREAS, the Board accepted as complete the Draft Environmental Impact Statement (“DEIS”) on July 20, 2015; and

WHEREAS, public hearings were held on the DEIS on August 27, 2015 and September 8, 2015; and

WHEREAS, the comment period for the DEIS ended on September 25, 2015; and

WHEREAS, the Board held a public workshop specific to traffic on April 6, 2016; and

WHEREAS, the Board held a public workshop specific to the economic evaluation and zoning on April 26, 2016; and

WHEREAS, the Applicant has prepared a preliminary Final Environmental Impact Statement (“pFEIS”), which includes additional revisions to the PMU Zoning District (“Proposed Revised Zoning”);

NOW, THEREFORE, be it

RESOLVED, that the Village of Port Chester Board of Trustees acknowledges receipt of the pFEIS and proposed zoning; and be it further

RESOLVED, that the Board of Trustees refers the proposed zoning to the Planning Commission pursuant to §345-34D for review and comment in accordance with of the Village Zoning Code; and be it further

RESOLVED, that the Board of Trustees refers the proposed zoning to the Westchester County Planning Board pursuant to §345-34H for review and comment in accordance with of the Village Zoning Code; and be it further

RESOLVED, that the Board of Trustees sets a public hearing on the pFEIS and Proposed Revised Zoning on May 24, 2016 at 6:00 P.M. or shortly thereafter at the Village of Port Chester Senior Center, 222 Grace Church Street, Port Chester NY 10573.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSENT: None

DATE: May 2, 2016

RESOLUTION #1

RESOLUTION – SUBSTITUTION OF AMENDMENTS

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

To bring the budget to the table of the Board, the 2016-2017 Village Manager's budget for amendment and adoption.

On a motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, the Board of Trustees agreed to substitute the resolution amendments that were originally placed in their packets and on the agenda with the substitution amendments that were presented to the Board this evening.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

NOES: None

ABSENT: None

RECUSED: Trustee Marino

DATE: May 2, 2016

On a motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, the Board of Trustees agreed on the expenditure reduction list: to strike the line 1, the intermediate clerk part time, eliminate line 2, Decrease Human Resources went from part-time to full-time, eliminate on page 2, decrease overtime for two new sanitation workers, eliminate decrease overtime for two new sanitation workers, eliminate the line that says, "keep", eliminate all of the expenditure additions, and eliminate under revenue reductions what is currently listed as reductions in Rye Brook contributions.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli and Mayor Pilla

NOES: Trustee Adams

ABSENT: None

RECUSED: Trustee Marino

DATE: May 2, 2016

RESOLUTION #2

ADOPTION OF BUDGET FOR FY 2016-17

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

WHEREAS, the Board of Trustees of the Village of Port Chester held a public hearing on the proposed Budget for the Village of Port Chester on April 4, and April 18, 2016, for the fiscal year beginning June 1, 2016 and ending May 31, 2017, pursuant to the published notice of such public hearing and has heard all persons who desired to present comments with respect to such Budget; and

WHEREAS, at meetings of the Board of Trustees held on April 4, 2016, April 11, 2016, April 12, 2016, April 14, 2016, April 18, 2016 and May 2, 28, 2016, the Village Manager's tentative budget was read and considered; and

WHEREAS, at a meeting of the Board of Trustees held on May 2, 2016, the Village Manager's tentative budget was amended as reflected in the annexed schedule for a total increase in estimated revenues in the amount of \$291,000 and a total increase in appropriations in the amount of \$291,000. Now, therefore, be it

RESOLVED, that the following Budget is hereby adopted as the Budget for said Village of Port Chester, New York, for the Fiscal Year beginning June 1, 2016 and ending May 31, 2017, and that the several sums in said Budget, as amended, shall be and become appropriated for the several departments, offices and purposes as specified in said Budget:

Budget for the Village of Port Chester, New York for the
Fiscal Year Beginning June 1, 2016 and Ending May 31, 2017

GENERAL FUND EXPENDITURES	\$38,696,469
GENERAL FUND OTHER REVENUES	\$15,576,639
APPROPRIATED WORKERS COMP. RESERVE	\$50,000
APPROPRIATED DEBT SERVICE RESERVES	\$50,000
AMOUNT TO BE RAISED BY PROPERTY TAXES	\$22,993,840
DEBT SERVICE FUND APPROPRIATION	\$230,000
SPECIAL ASSESSMENT SIDEWALK BETTERMENT PROGRAM PHASE 1 & 2	\$25,990

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSENT: None

DATE: May 2, 2016

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSENT: None

DATE: May 2, 2016

A motion was made by TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, that we adopt the Capital Project Plan for the FY 2016-17.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSENT: None

DATE: May 2, 2016

A motion was made by TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, that we establish a Sewer Rent rate of \$1.0544 per ccf of water consumption.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSENT: None

DATE: May 2, 2016

A motion was made by TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, to allow the Village Treasurer to include Sewer Rent in the amount of \$113,000 to be in the tax line between June 2016 and May 2017.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla
NOES: None
ABSENT: None

DATE: May 2, 2016

A motion was made by TRUSTEE FERRARA, seconded by TRUSTEE MARINO, to adopt the Capital Budget of the Village of Port Chester for the FY 2016-17

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla
NOES: None
ABSENT: None

DATE: May 2, 2016

A motion was made by TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, to amend the Capital Budget General Expenditures to \$38,696.469; and to amend the Property Tax Levy to \$22,993,840.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla
NOES: None
ABSENT: None

DATE: May 2, 2016

A motion was made by TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, to adopt the amended Capital Budget of the Village of Port Chester for the FY 2016-17 with the amendments to General Expenditures and Property Taxes.

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla
NOES: None
ABSENT: None

DATE: May 2, 2016

RESOLUTION #3

ADOPT A NEGATIVE DECLARATION UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH REGARD TO THE PETITION OF CAPITOL THEATRE LLC/CAPTIOL ENTERPRISES, INC.

On motion of Trustee Brakewood, seconded by Trustee Didden, the resolution was discussed by the Board of Trustees of the Village of Port Chester, New York:

On motion by TRUSTEE CECCARELLI, seconded by TRUSTEE FERRARA, this Resolution was postponed to the May 16th Board meeting.

ROLL CALL

AYES: Trustees Didden, Ferrara, Ceccarelli and Mayor Pilla

NOES: Trustees Brakewood, Adams and Marino

ABSENT: None

DATE: May 2, 2016

RESOLUTION #5

REAPPOINTMENT OF MEMBER OF THE
PARKS COMMISSION

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

RESOLVED, GERALD DONAHUE, residing in Port Chester, New York, be and he hereby is reappointed a member of the Port Chester PARKS COMMISSION, effective immediately, and to expire December 31, 2020.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla
NOES: None
ABSENT: None

DATE: May 2, 2016

DISCUSSIONS

New York State's Downtown Revitalization Initiative Economic Development Contest

The Governor announced they are going to give 10 awards of \$10MM to selected municipalities who have presented a case on why it would be good for business. Port Chester is well situated to be considered for this award. The application needs to be done by May 27th.

Micro-Breweries

There is no zone in the Village that allows for micro-breweries. Village Manager Steers commented he is working with Planning and they have already been working on zoning changes. This would be wholesale specific to micro-breweries.

Taxis

Trustee Adams commented on a number of senior residents using taxis. He questioned if the Village is in the business of enforcing taxis or if it should this be turned over to the county. Our next steps would be to have a strategic planning session to include Taxis. The Village has a legal right to set rates because of consumer protection.

Board procedures re Minutes of meetings

Village Clerk Thomas proposed the way we do minutes. We should memorialize the discussions in the records.. They should record the business and be annotated. We don't need the correspondence but we do need the discussions. Trustee Didden commented that the process to approve is your ability to amend. Once the minutes are corrected they are accepted or approved. Mr. Thomas commented that basically the public hearing will be a compressed version. We will list the speakers but not all they spoke about. Richard Abel commented that New York State law says that Minutes have to be kept forever, Video and Audio are only for six months.

Exit interview document e-mailed to the BOT by our Village Manager on 4/11/2016

Trustee Ceccarelli asked the Village Manager to provide a summary of the issues raised. Trustee Marino said the letter is self-explanatory. Trustee Didden questioned one thing on page 6 regarding allegations of unlawful activities of BOT members. Mr. Didden commented as Stewards of the Village it is our responsibility to provide a safe workplace for all of our employees. If this has any substance it has to be tracked down. Mr. Steers commented that we

should gain trust, show compassion and stability and to create a sense of hope for the future to those who follow us. We should acknowledge the problems and work to make them go away. Trustee Ferrara commented we should use the letter to possibly guide us forward. We should have a strategy session on Board procedures. Staff should have time in advance to prepare. Trustee Didden suggested Ed Brancoti interview the key employees.

CORRESPONDENCE

1, *Breaking AIDS Ride*

Acknowledged and referred to staff without objection.

2, *From the Traffic Commission recommending a stop sign at the corner of Columbus and Newton Avenues.*

Referred to staff to bring back to the Board with their recommendations.

3. *From the Traffic Commission recommending markings and sign on Abendroth Avenue and Mill Street*

Referred to staff to bring back to the Board with their recommendations.

4. *Park Avenue School Fun Day 6/10/12 and Moving up Ceremony 6/22/16*

Upcoming.

5. *From Mercedes Estabridis-Nunez re her interest in becoming a member of the Recreation Committee*

Ms. Esabridis-Nunez lives in Rye Brook so her information will be forwarded.

6. *From the Port Chester Rye Brook Town of Rye Independence Day Committee re July 4th festivities and the Village donation of \$5,500.00*

This was covered earlier.

7. *From Marie Martin regarding extending her position on the Park Commission.*

We will take action at the next meeting.

8. *From John M. Grosse on his resignation as the Village Representative for CDBG*

We thank him for his many years of service and as Police Chief.

MINUTES

Minutes of December 21, 2015, January 4, 2016, January 12, 2016.

A motion was made by TRUSTEE CECCARELLI, seconded by TRUSTEE BRAKEWOOD, that the minutes be approved.

ROLL CALL

AYES: Trustees Brakewood, Ceccarelli, Adams, Marino and Mayor Pilla

NOES: None

ABSTAIN: None

RECUSED: Trustees Didden, Ferrara.

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

PUBLIC COMMENTS

Mr. Richard Abel commented on the elimination of the paid firemen. This was never brought up at the Budget meeting. The public was not aware of this issue.

BOARD COMMENTS

Trustee Didden commented that he represented the Board at a 50-year celebration for firefighter Peter Potacco, Jr. This Friday at Westchester Burger is the Soccer Booster Event. On Monday, May 9th is the Tamarack Tower Committee for the Taste of Port Chester.

Trustee Brakewood thanked the entire staff for all the time and energy put into the Budget process. Having an all-volunteer fire department is something that has been talked about since the late 90's. We will not cut the service that people in the Village receive. He thanked the professional firefighters who served this Village.

Trustee Ceccarelli commented on the Village population. He asked Planning Director Zamft for help with an analysis.

Trustee Adams thanked the Staff for their hard work on the Budget.

Mayor Pilla thanked Staff for all their hard work during the month of April. We can change the way we do business to ease the burden on Staff. We will continue to receive fine service from the volunteer fire department. He thanked the career firefighters for all their fine work over the years.

On motion of TRUSTEE FERRARA, seconded by TRUSTEE CECCARELLI, the meeting was adjourned at 11:50 p.m.

Respectfully submitted,

Dave Thomas
Village Clerk

MEETING HELD MAY 16, 2016

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, May 16, 2016 in the King Street School Auditorium, Port Chester, New York, with Mayor Dennis Pilla presiding.

Present in addition to Mayor Pilla were Trustees Bart Didden, Frank Ferrara, Daniel Brakewood, Gene Ceccarelli, Gregory Adams and Luis Marino.

Also present were: Village Clerk, David Thomas; Chief of Police, Richard Conway; Director of Planning, Eric Zamft,; Legal Intern, David Kenny; Village Engineer, Vince Planning Director, Eric Zamft; Fire Chief, Edward Quinn

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

ROLL CALL

AYES: Trustees Didden, Ferrera, Brakewood, Ceccarelli, Marino Adams and Mayor Pilla

NOES: None

PUBLIC COMMENTS

Mr. Vincent Lyons, President of the Local Firefighters Union, commented on the decision of the Board to eliminate the professional firefighter staff. This places residents at greater risk. Your decision is wrong. My concern is for the residents of Port Chester and Rye Brook.

Mr. Joseph Rende commented that during his lifetime he heard decisions from the Board that were unjust. The decision of the Board to eliminate paid firefighters was the worst decision the Board made in over forty years. We are fortunate that we have paid firefighters and volunteers. To make a decision based on economics is so wrong. You have exposed the Village residents safety and to fund lawsuits from both the firefighters and Rye Brook. This is not a good decision for the community.

Mr. James Smith, a former career and volunteer firefighter for the Village of Port Chester, commented that the combination of volunteers and paid men worked very well. When it comes to public safety the focus should be on what is best for the residents. The Board should reinstate the paid firefighters as soon as possible.

Mr. Adam Bush of the Uniformed Firefighters Association of New York commented that the Board decided to take public safety issues into your own hands. The scenario voted on was not presented to the public. The Board violated a written contract with Rye Brook. Rye Brook filed a lawsuit and obtained a restraining order. Where is the money going to come from to pay for the Rye Brook lawsuit? You decided to make a decision on public safety.

Mr. Rocco Latella commented on paid versus volunteer firefighters. The Board needs to sit down with both volunteers and paid firefighters and come to an educated and common sense agreement.

Mr. Sean DiNegris of the New Rochelle Fire Association commented. The Board got some bad advice by someone pretending to be a fire service expert. The volunteers and paid personnel are not a competition;

they complement each other. The career person gets there immediately and guaranteed, and the volunteers build enough numbers to actually complete the mission.

Mr. Jim Cruxman of Rye Brook commented on paid firefighters helping the volunteer firefighters. With mutual aid, Port Chester will now need to call on professional response where it is needed.

Mr. Jim Wade of the International Association of Firefighters commented that this is an ill-conceived plan. Citizens are entitled to the best response to fight a fire. The level and time of a response can mean a life or death situation. You should reconsider your decision. The eight firefighters from Port Chester have the backing of the 300,000 firefighters in North America.

Ms. Goldie Solomon commented the fire department puts their lives on the line for us 24 hours a day. Our taxes have to go for our protection.

Mr. Bill O'Marka, First District President of the International Association of Firefighters, commented he has been involved with Port Chester for the last four years. Each time an engine leaves quarters (both for paid personnel and volunteers) it should have two people on it, not one, which leaves the municipality open to liability. FASNY is putting together a letter in support of a combination department made up of professional and volunteer fighters, which complement each other. Having career firefighters makes sense so residents get the protection they need and deserve.

Mr. Phillips Kellogg, a professional firefighter in Rye, commented this is about the protection of the people, regardless of finances. Have you considered the loss of Rye Brook's fee, the law suit, the insurance rate? We need a professional in the firehouse for immediate response.

Mike Washington of Binghamton, New York, a Fire Science and Paramedic Coordinator at SUNY College. Fire spread is directly related to time. The best and safest way to keep fire from spreading is a quick response. Valuable time is lost when a firefighter goes from work or home to the fire station and then to the fire scene.

Barry McGoey of the Yonkers Firefighters Union recognized the Port Chester Career Firefighters. They respond with only one person on the rig. The number one concern of firefighters is safety.

Mr. Mike McManus, President of the New York State Professional Firefighters Association, commented that the entire membership supports the Local that you regard as dispensable and replaceable. A department staffed by part-timers can never perform on the same level as a professional department. A volunteer responding from work or home is not going to respond in the same time as someone on call in a state of readiness at the firehouse.

Mr. Joe McCue, a New York City firefighter, commented that the Board of Trustees does not have the expertise to determine that professional firefighters are unneeded. You have put the lives of the residents in great danger. You have made a decision without a public hearing so the people could be heard.

Mr. Richard Kiachanowitz commented the Board of Trustees is wrong in letting the career firefighters go because first response is important. When a petition comes out about 70 to 90% of the people of this Village will sign it to have the firefighters reinstated.

Mr. Chip Manco, President of Local 1586 of the Greenburg Fire Department, commented they work as a paid and volunteer department. We have a paid chief and a paid administrator. In a national meeting, Port Chester was mentioned as a way not to run a combination department.

Mr. John Flynn, representing the uniformed fire officers of the City of Yonkers, commented on the expert opinion that drove the decision. The decision you made is bias. You have made a much more complex problem than you had before. The Board should overrule this decision as soon as possible.

Ms. Nancy Gardella commented that you have made a mistake. Time is of the essence when someone is subjected to burns. You need to reconsider the situation. This is a great opportunity for you to realize your mistake and reinstate the career firefighters.

Mr. Tod Kinessa, with the New York State Professional Firefighters, commented you need to reevaluate what you are doing.

Mr. Terry Forieto commented something is wrong. You are getting \$1MM and you are saving \$800,000. Something doesn't add up. He thanked the military, police and firemen. You cannot turn your back on safety. There is not a taxing problem in Port Chester. There is a spending problem. Your judgment is awful.

Mr. Kiachanowitz commented that you should listen to what the qualified firemen are saying.

Mr. Tom Murphy commented that back in the 1990's we had 12 career firefighters. When Rye Brook hired Rural Metro we didn't lose any. We are going to stick together even stronger. When your decision was made you listened to others; and that is part of the problem.

Mr. Tony Pagano, a former Yonkers firefighter, recognized Firefighter Ryan, who just returned from Afghanistan. Don't make a decision that could result in someone dying. You have a responsibility to keep people safe. One professional firefighter can respond within minutes.

Ms. Jamie Innaminato commented we worked so hard to bring Rye Brook and Port Chester together. You have torn that apart. Put it on the table to reinstate our firefighters now.

Mr. George Ford felt it was important to provide support to our eight firefighters. We are all hoping that you have heard the concerns and will make the proper judgment call and reinstated the career firefighters. Knowing that somebody is responding immediately from the firehouse is very important.

Mr. Rende commented that many of the comments made by the Board since eliminating the career staff were new to him. He never heard in a public meeting that we should eliminate totally the paid staff. Mayor Pilla compared Port Chester with Mamaroneck, Purchase and Stony Point. None of those communities are remotely close to what we have here. We pride ourselves on being a destination location. How can you become a city without a paid fire department. This decision was made without any input. This decision was based on wrong information.

Mr. Robert Comstock commented the Board took the easy way out. You need to protect the public you represent. You need to go back and look at the budget. Please reconsider your decision.

Mr. Murphy commented that in the past whenever we thought there was going to be a cut we spoke to the Chief. No Chief wants to say to the public that we can do it all alone. When a chief does that he becomes liable. The bottom line is that lives are in your hands.

Mr. William Barnes, Jr., past Port Chester Fire Chief, commented that he broke down the barriers between Port Chester and Rye Brook fire departments. This is not about Port Chester and Rye Brook. This is about safety. You need a combination department with the career and volunteer firefighters.

Mr. Flynn commented on the ISO rating. We are going to watch very closely response times and make sure that the ISO rating for Port Chester is what it should be. If it does go down and cost the taxpayers we are going to publicize that. Starting tomorrow we are going to call every career fire chief in the county. We are going to write letters warning not to eliminate these positions. We will use every tool available to note the people accountable.

Mr. Manco commented that the Board consulted with the Chief of the Department, who is responsible for personnel issues, in making this decision. What are you going to do when a new chief comes to you to say we need a career staff. Are you going to hire new probies?

Mr. Flynn commented they would like to hear what Trustee Marino has to say.

Mr. Phillips Kellogg commented that the Chief of the Department requested a letter to one of the professional firefighters to change his report. A FOIL request can be filed to obtain information on interior and exterior records.

BOARD COMMENTS

Trustee Marino commented on why he recused himself from voting on the issue of eliminating the career firefighters. I am a proud volunteer firefighter.

Trustee Adams made a motion to add on tonight to reinstate the eight paid firefighters, seconded by Trustee Marino.

ROLL CALL

AYES: Trustee Adams, Marino and Mayor Pilla

NOES: Trustees Didden, Ferrara, Brakewood and Ceccarelli

The Add-On Resolution will be on the next meeting agenda.

RESOLUTIONS

RESOLUTION #1

CAPITOL THEATRE ZONING AMENDMENT: SEQRA DETERMINATION OF SIGNIFICANCE AND ZONING TEXT AMENDMENTS

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE FERRARA, the resolution was brought before the Board of Trustees of the Village of Port Chester, New York.

Attorney Anthony Tirone asked that this be passed to the end of the agenda in order to take a vote with a full board.

RESOLUTION #2

ACCEPTING THE OFFER OF DEDICATION OF NELLA WAY AS A VILLAGE STREET

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

WHEREAS, by correspondence dated February 24, 2015, Graceland Terrace Housing Development Corp. (the “Developer”) offered for dedication, infrastructure improvements property and the roadway thereon known as Nella Way as a village street which is part of the now-completed Fox Commons Affordable Housing Project (“Project”); and

WHEREAS, the County provided funding to the Village for a new public road to be built (Nella Way) to provide public access to the new soccer fields created on the lower level of Edgewood Park; and

WHEREAS, agreements between the County and the Village and the Developer and the Village for the Project establish that the Developer would transfer ownership of the infrastructure improvements property, which includes the roadway, to the Village; and

WHEREAS, the Developer, Westchester County, and the homeowner’s association for the Project, have requested that the Village proceed to accept the roadway as a Village street and bring this matter to a conclusion; and

WHEREAS, pursuant to State Law, the Board is required to hold a public hearing before taking such action; and

WHEREAS, Village staff has reviewed the record with respect to the Project and has identified all issues to the Board for their consideration; and

WHEREAS, the Board of Trustees held a public hearing on May 2, 2016.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees accepts Nella Way as a Village street; and be it further

RESOLVED, that the Board of Trustees refers the matter to the Traffic Commission for a review and recommendation on the appropriate parking regulations on Nella Way.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli and Mayor Pilla

NOES: None

ABSENT: Trustee Marino and Adams

DATE: May 16, 2016

RESOLUTION #3

RESOLUTION BY THE BOARD AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO 2-YEAR CONTRACT WITH HUBBARD'S CUPBOARD LLC FOR MEALS FOR IIIC1, IIIC2 & WIN FOR 2016-2018.

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

WHEREAS, the Village of Port Chester has advertised for competitive bids with regard to the provision of food services for the Senior Citizen Nutrition Program for the 2016-2018 Fiscal Year and an option for the 2018-2019 Fiscal Year ; and

WHEREAS, a single bid was submitted; Hubbard's Cupboard, 257 Mamaroneck Avenue, Mamaroneck, New York 10543, in the amount of \$4.99 per meal; and

WHEREAS, the bidder is the current vendor and has been satisfactorily providing such services; and

WHEREAS, the Senior Center Director has recommended that such bid be accepted and that there are sufficient funds allocated in the upcoming budget for same. Now, therefore, be it

RESOLVED, that the bid of Hubbard's Cupboard, 257 Mamaroneck Avenue, Mamaroneck, New York 10543 in the amount of \$4.99 per meal is accepted; and be it further

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement for such services.

APPROVED AS TO FORM:

Anthony M. Cerreto

Village Attorney

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, Ceccarelli and Mayor Pilla

NOES: None

ABSENT: Trustee Marino and Adams

DATE: May 16, 2016

RESOLUTION #4

RESOLUTION TO RETAIN SPECIAL COUNSEL REGARDING A PERSONNEL COMPLAINT

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

WHEREAS, a personnel complaint was made by a Village employee to the Village Manager; and

WHEREAS, pursuant to Section 77-7D of the Village Code, “The Board of Trustees shall have the power and duty to investigate the affairs of every department or agency of Village government and the official conduct of every officer and employee.”; and,

WHEREAS, given the unique circumstances presented, the Board elects to delegate its investigatory authority to a special counsel for an independent review of the matter. Now, therefore, be it

RESOLVED, that the Village Attorney is hereby directed and authorized to retain Brian Murphy, Esq. The Matera Law Firm, 560 Broadhollow Road, Suite 303, Melville, New York 11747 pursuant to his proposal dated May 12, 2016 to investigate the personnel complaint, compensation to be \$280/hour, to be appropriated from Legal/ Contractual 1.1420.400; and be it further

RESOLVED, that as part of his investigation, Mr. Murphy be directed to engage in fact-finding, and prepare a report to the Board with a recommended course of action.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, and Ceccarelli

NOES: None

RECUSED: Mayor Pilla

ABSENT: Trustee Marino and Adams

DATE: May 16, 2016

CORRESPONDENCE:

From Clorinda Agugliaro on her resignation from the Traffic Commission.

Mayor Pilla thanked her for her service.

Request for Road Closure from Saint Frances on July 23, 2016 for Annual Bazaar.

This was referred to the Village Manager for his action subject to conditions.

From Thomas A. Edison School regarding the closure of Rectory Street between Locust Avenue & Orchard Street on June 10, 2016 from 8:30 a.m. to 2:30 p.m. for their Annual Fun Day,

This was referred to the Village Manager for his action subject to conditions.

Sponsorship for the Bolivian Day Parade.

This was referred to the Village Manager to report back to the Board.

From Wendy Rodriguez regarding repairing damages to her home.

This was referred to the Village Manager and the Village Attorney.

From Harry Howard Hook & Ladder Co. No. 1 on the resignation of Ryan Cantatore, and dropping from the rolls of the Company Greg Fragiacommo and Greg O'Brien.

We thank them for their service.

From Mellor Engine & Hose co. No. 3, Inc. regarding the resignation of Christopher Petrowski and Edwin Villa.

We thank them for their service.

From Mellor Engine & Hose Co. No. 3, Inc. regarding the election of Joseph Galasso to active membership.

The Board took an action to activate Mr. Galasso.

Trustee Didden called for a Point of Order saying that the Add-On tonight on motion of Trustee Adams and seconded by Trustee Marino were out of order because we are in the middle of negotiations with Rye Brook. We should ask our Village Attorney for his opinion.

PUBLIC COMMENTS AND BOARD COMMENTS AT THE END OF THE MEETING

PUBLIC COMMENTS

Ms. Debbie Carriere commented on the taxes and Starwood coming into the Village. You have let a 2% cap from the state control your actions. Think about what you are doing with the firefighters.

BOARD COMMENTS

Trustee Ferrara corrected Ms. Carriere's comment regarding property in town now paying taxes. Only non-profits are exempt from paying taxes. When a new property comes into town, should the IDA grant them financial benefits, their taxes are frozen at the rate they pay before they make any improvements. He thanked the people who came here tonight and made constructive, intelligent fact-based comments.

Trustee Brakewood commented that he is concerned with public safety and would like to underscore that he has faith in the chiefs and the volunteer firefighters. They are an asset to the Village. He also thanked the police department for maintaining order.

Mayor Pilla updated the Board and public on the Rye Brook and Port Chester fire protection. There will be no public announcements while the meetings are taking place. He thanked the paid firefighters who worked alongside the volunteers. At night the paid firefighters have not been in Port Chester, but overnight in Rye Brook. The fire protection we have in the Village is through volunteer firefighters. The paid staff was eliminated for budget reasons, not to compromise public safety.

Mr. Carlo Florio Cairo commented you should have put something out to the people of Port Chester explaining what you wanted to do. You could then have had hearings to get resident's opinions. This should have been brought out in public discussions. You created a problem by not discussing it with the public first.

Trustee Didden commented that we go through the month of April with Budget discussions. It wasn't until April 28th that we saw how dire the numbers were. We couldn't get flexibility in enough departments to make changes. With 1200 fire calls a year we have a body of volunteers. This was not a planned thing.

Trustee Brakewood commented we went through many budget workshops. Maybe we should televise the workshops.

Trustee Ferrara commented on a developer wanting to invest in Port Chester. There is no appetite in this Village for big spending. Based on the turnout tonight people have the idea.

Trustee Didden asked for an Add On Executive Session with the Village Attorney for a discussion with the Board regarding the meeting tonight with Rye Brook.

RESOLUTION

CAPITOL THEATRE ZONING AMENDMENT: SEQRA DETERMINATION OF SIGNIFICANCE AND ZONING TEXT AMENDMENTS

Attorney Anthony Tirone commented that a vote was expected on May 2nd. He noted that he is here to clarify the concerns. We have taken the allegations seriously. We have tried to address those so that we are 100% in compliance.

Mayor Pilla commented that the Zoning Petition has nothing to do with the other issues. There was a motion and this is now back for discussion.

Trustee Ceccarelli commented on Village Attorney Cerreto's memo of May 11th explaining that there is no connection between the Zoning Amendment and the other code violations. The total parking arrangement can set a precedent for other establishments. The SEQRA review relies too heavily on the April 14, 2016 RBA memorandum that provides only a summary of the parking impacts.

Trustee Ferrara commented that is supportive of the Capitol Theater but the Amendment smacks of spot zoning. This should go back to staff.

Mr. Zamft commented this is not spot zoning, but it is tied to much of the Comprehensive Plan.

Mayor Pilla commented should have a parking district.

Trustee Brakewood commented the best way to deal with this is to go with a comprehensive plan.

Attorney Tirone commented that he agrees with the parking district concept. Mr. Del Rio said he would pay for the signage. This would be an expense of the Capitol.

RESOLUTION

ADOPT A NEGATIVE DECLARATION UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH REGARD TO THE PETITION OF CAPITOL THEATRE LLC/CAPITOL ENTERPRISES, INC.

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

WHEREAS, on January 4, 2016 the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the “Applicant”) duly filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A)(3), with supporting documents requesting that the Board place the matter on the Board’s agenda for review and consideration (herein referred to as the “Petition”); and

WHEREAS, the Petition seeks to change restrictions with respect to parking requirements for the C5 Train Station Mixed-Use District in order to enhance the viability and growth of businesses located in the downtown business district; and

WHEREAS, at a duly noticed meeting on February 16, 2016, the Board accepted the Petition for consideration and review, referred the matter to the Planning Commission for their review and comments, found that the Proposed Action is an Unlisted Action pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and the regulations at 6 NYCRR Part 617, and noticed its intent to serve as Lead Agency for the purposes of a coordinated review to interested and involved agencies; and

WHEREAS, all involved agencies advised that they did not object to the Board’s designation as Lead Agency or more than 30 days had elapsed since notification of the Board’s notice of intent; and

WHEREAS, at a duly noticed meeting on March 21, 2016, the Board declared itself as Lead Agency under SEQRA and scheduled a public hearing for April 18, 2016; and

WHEREAS, a parking workshop, led by the RBA Group, was held to discuss the Petition and the potential impact to parking and transportation in the downtown area;

WHEREAS, the RBA Group prepared a memorandum on April 14, 2016 summarizing the workshop and their observations of parking conditions on the day of an event (the “RBA Memorandum”);

WHEREAS, the Board open and closed a public hearing on the Petition on April 18, 2016; and

WHEREAS, the Planning Commission discussed the Petition and the RBA Memorandum at its April 25, 2016 meeting and provided comments, as encapsulated in the April 25, 2016 correspondence; and

WHEREAS, the Applicant has proposed measures to help avoid or reduce impacts, as recommended in the RBA Memorandum;

WHEREAS, with the proposed measures, staff recommends that the Board of Trustees adopt a determination that the Proposed Action would not have a significant adverse environmental impact; and

WHEREAS, the Board has reviewed and carefully considered the EAF Parts 1, 2, and 3, board and public comments, RBA memorandum, and the recommendations of its staff.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees hereby determines that the Proposed Action will not have a significant adverse impact on the environment for the reasons for set forth in the accompanying Negative Declaration, which is incorporated hereto and made a part hereof; and be it further

RESOLVED, that the Village Clerk is directed to undertake all filings and service of this Resolution pursuant to the regulations governing SEQRA at 6 NYCRR 617.12.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, and Mayor Pilla

NOES: Trustee Ceccarelli

ABSENT: Trustee Marino and Adams

DATE: May 16, 2016

RESOLUTION

ADOPTING LOCAL LAW NO. 05 OF 2016 AMENDING TEXT OF CHAPTER 345 OF THE VILLAGE CODE TO REMOVE THE PARKING REQUIREMENTS FOR CABARETS, CATERING AND EVENTS ESTABLISHMENTS AND THEATERS IN THE C5 TRAIN STATION MIXED-USE DISTRICT

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

WHEREAS, on January 4, 2016 the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the “Applicant”) duly filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A) (3), with supporting documents requesting that the Board place the matter on the Board’s agenda for review and consideration (herein referred to as the “Petition”); and

WHEREAS, the Petition seeks to remove the off-street parking requirements for cabarets, catering event establishments and theaters in the C5 Train Station Mixed-Use District in order to enhance the viability and growth of businesses located in the downtown business area; and

WHEREAS; on April 18, 2016, the Board opened and closed a public hearing on the zoning amendment; and

WHEREAS, on April 25, 2016, the Planning Commission discussed the Petition and provided correspondence of review and comment to the Board of Trustees; and

WHEREAS, at the May 16, 2016 Board of Trustees meeting, the Board determined that under the New York State Environmental Review Act (SEQRA), the Petition would not have a significant adverse impact on the environment if certain measures are implemented.

NOW, THEREFORE, be it

RESOLVED, by the Village of Port Chester Board of Trustees that Local Law No. _ of 2016, is hereby enacted as follows and effective upon its filing with the New York State Department of State:

LOCAL LAW NO. _ of 2016

A local law amending the text of Chapter 345 of the Village Code, Off Street Parking, Truck Loading and Vehicular Access, to remove the off-street parking requirements cabarets, catering and events establishments and theaters in the C5 Train Station Mixed-Use District; and be it finally

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Didden, Ferrara, Brakewood, and Mayor Pilla

NOES: Trustee Ceccarelli

ABSENT: Trustee Marino and Adams

DATE: May 16, 2016

A motion was made by TRUSTEE DIDDEN, seconded by TRUSTEE CECCARELLI, that the Board Add On a special Executive Session to consult with the Village Attorneys regarding the negotiations with Rye Brook Fire Services Agreement.

ROLL CALL

AYES; Trustees Didden, Ferrara, Brakewood, Ceccarelli and Mayor Pilla

NOES: None

ABSENT: Trustees Marino and Adams

The regular meeting was adjourned at 10:27 p.m.

Respectfully submitted,

David Thomas
Village Clerk

HOCHERMAN TORTORELLA & WEKSTEIN, LLP
ATTORNEYS AT LAW

ONE NORTH BROADWAY, SUITE 701
WHITE PLAINS, NEW YORK 10601-2319

GERALDINE N. TORTORELLA
ADAM L. WEKSTEIN

NOELLE CRISALLI WOLFSON

TEL: (914) 421-1800
FAX: (914) 421-1856
WEB: WWW.HTWLEGAL.COM

HENRY M. HOCHERMAN
RETIRED

July 6, 2016

Via Federal Express

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

*Re: Gerety Property Located at 28 ½ Pilgrim Drive, Port Chester, New York –
Request to be Scheduled on Village Board Agenda*

Dear Mayor Pilla and Members of the Board:

We represent William and Drayton Gerety (the "Geretys") with respect to a lot they own at 28 ½ Pilgrim Drive in the Village of Port Chester (the "Property"). Following communications with counsel for both the Village of Port Chester (the "Village") and the Town of Rye (the "Town"), we are requesting that your Board consider municipal acquisition of the Property, which we believe will relieve the Geretys of an untenable situation, not of their own making, and benefit the Village and/or Town.

By way of background, the Geretys purchased the Property, a lot shown on filed subdivision maps, from a party who had obtained it in a tax foreclosure sale from the Town. It was the Geretys' intention to develop the Property with a single-family home. Notably, following the Geretys having taken title to the Property, the Village's Tax Assessor treated the Property as a separate residential lot and, in 2007, the Village Architectural Review Board approved the Geretys' house plans.¹ The parties living on both sides of the Property asserted in proceedings before the Village Zoning Board of Appeals and in subsequent litigation that the Property was, in fact, an unimproved "paper street," and that, as a result, the neighbors' property rights foreclosed the Geretys from developing it with a home.

¹ When the Geretys applied for a building permit, rather than denying the permit the Building Inspector simply requested more information.

HOCHERMAN TORTORELLA & WEKSTEIN, LLP

Hon. Dennis G. Pilla, Mayor
and Members of the Board Of Trustees
July 6, 2016
Page 2

Ultimately, in the litigation commenced by the neighbors, the Supreme Court, Westchester County, determined that each of the adjoining neighbors had access easements by implication over the Property based on the manner in which the Property was depicted on the filed subdivision plats and, consequently, that the Geretys were precluded from building a house which would interfere with the neighbors' right of access.²

At present, even though the Geretys acted in good faith with a reasonable expectation that they could develop the Property, they are now burdened by ownership of a lot (originally sold by the Town) that cannot be developed residentially, but which continues to accrue property taxes. Indeed, most recently, by letter dated October 30, 2015, the Geretys were advised by the Town's attorney that as of that date the past due taxes on the Property amounted to \$3,554.61 and that penalties would continue to accrue. Wholly aside from any potential in rem foreclosure proceeding that might be commenced against the Property, the letter advised the Geretys that the Town "may commence a personal lawsuit against you to recover the amounts due. This could result in a negative impact on your credit rating." In short, the Geretys are faced with a problematic and inequitable situation.

It is the Geretys' belief that the Property has potential to be employed as a "pocket park" or open space by the Town or Village. In this context, where the Property merely represents a non-productive parcel with the potential for subjecting the Geretys to a lawsuit for personal liability in an amount which will only increase with the passage of time, the Geretys propose that the Village and/or the Town take ownership of the Property in lieu of foreclosure and, as part of the consideration for the conveyance, release the Geretys from any taxes, interest and penalties. We also believe that in any such transaction all costs of the conveyance should be borne by the Village and/or the Town. We submit that such a transfer would be both fair and equitable to the Geretys and create a real potential value for the Town and/or Village.

We request that you schedule this matter on the agenda of your Board's next available meeting for discussion and consideration. We thank you in advance for your courtesy in this matter and look forward to addressing your Board.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By:


Adam L. Wekstein

ALW/hc

² The maps did not label the Property as a street, although other documents of which the Geretys were unaware did show it as part of Priscilla Lane. In 2010 the Village Board apparently adopted a resolution abandoning any intention "to accept the dedication [of the Property] as a public street or road." It should also be noted that both lots adjoining the Property front on and take access from Pilgrim Drive.

HOCHERMAN TORTORELLA & WEKSTEIN, LLP

Hon. Dennis G. Pilla, Mayor
and Members of the Board Of Trustees

July 6, 2016

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cc: *Via Electronic Mail*
Tony Cerreto, Esq.
David Kenny, Esq.
Paul Noto, Esq.
William J. Gerety
Drayton Gerety

S:\# MATTERS\Gerety 0227\Lot on Pilgrim Drive 001\Letters\Pilla 7-6-16.wpd

Received

CORR - 02
BOT 7-18-2016

JUL 8 2016



Fire Department

Village Clerk
VILLAGE OF PORT CHESTER

Harry Howard Hook &
Ladder No. 1

Fire Police No. 1

Mellor Hose No. 1

Washington Engine & Hose
No. 4

Brookville Hose No. 5

Village of Port Chester

WESTCHESTER COUNTY, N. Y.



Headquarters: Westchester Avenue and Ponings Street

Companies:

Reliance Chemical & Hose
No. 1

Putnam Steamer & Hose
No. 2

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

The Fire Patrol & Rescue Co #1 respectfully reports that at a meeting held on Tues July 5, 2016 favorable action was taken on the following:

Elected active members.....

Elected honorary members.....

Members resigned.....

Members expelled..... *Magone, James*

Members suspended.....

Members died.....

Badges returned (numbers).....

Remarks..... *- Failed probation*

..... *- delinquent*

[Signature]
Secretary.

James K. Mitchell, Jr
Secretary
Fire Patrol & Rescue Co #1

CORR - 03
BOT 7-18-2016

Washington Engine & Hose Co. #4, Inc.
PORT CHESTER FIRE DEPARTMENT
PORT CHESTER, NEW YORK

Received
JUN 30 2016
Village Clerk
VILLAGE OF PORT CHESTER

June 15, 2015

Village Clerk
Village of Port Chester
222 Grace Church St
Port Chester NY 10573

Dear Village Clerk:

Washington E&H Co #4 reluctantly accepts the resignation of the following member:

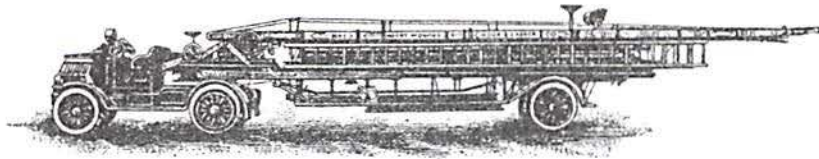
Tyler Stewart

Tyler has moved out of the area for work and family reasons and we wish him well in his future endeavors.

Sincerely,



Paul Cregan
Secretary



HARRY HOWARD HOOK & LADDER CO. NO. 1
PORT CHESTER, N.Y. 10573

July 6, 2016

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

VILLAGE OF PORT CHESTER

JUL -7 2016

RECEIVED

Re: **Election of New Member**
Dean Holowach

Dear Mayor Pilla & Members of the Board:

The purpose of this letter is to inform you that on July 5, 2016, at the regularly scheduled monthly meeting of the Company, the members of Harry Howard Hook & Ladder Company #1 voted unanimously for the acceptance of Mr. Dean Holowach who resides at 360 Westchester Ave, Apt 614, Port Chester, NY 10573 to active membership in our Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil J. Pagano". The signature is fluid and cursive, written over the word "Sincerely,".

NEIL J. PAGANO
Secretary

cc: Dean Holowach
360 Westchester Ave
Apt 614
Port Chester, NY 10573

Hi Mr. Pilla

Salsa Picante Restaurant would like to request the use of a portion of the "shoppers parking lot" (behind Misti Restaurant) for a fund raising event to benefit the Tamarack Tower Foundation (TTF), a local 501(c)3 not-for-profit organization that benefits the Port Chester Public Schools.

Specifically, we would like to use the area of that lot that includes the last 5 spaces (# 962 thru #966) and is across the street from our restaurant, for a "taco eating contest" where all the proceeds will go to TTF.

Our event will be on September 8th 2016 from 6pm to 9pm. We would like access from 5:00pm to 10:00pm for set up and clean up.

We are certainly willing to pay for the parking spaces. We request your approval at your earliest convenience so we can begin to advertise the fundraising event to have a large impact on the schools.

Thanks David D.