Village of Port Chester
General Fund and Sewer Fund
Outstanding and Proposed Debt Service

FY Ended May 31:	General Fund	Sewer Fund	TOTAL General & Sewer
2016	3,529,958	611,780	4,141,737
2017	3,437,987	394,407	3,832,394
2018	4,273,402	667,952	4,941,354
2019	4,252,371	738,615	4,990,986
2020	4,235,297	816,887	5,052,184
2021	4,223,148	856,465	5,079,613
2022	3,752,011	932,624	4,684,635
2023	3,288,160	959,996	4,248,156
2024	2,855,958	973,353	3,829,312
2025	2,849,689	1,033,191	3,882,880
2026	1,892,573	981,609	2,874,183
2027	1,280,088	884,817	2,164,905
2028	1,115,104	836,086	1,951,190
2029	643,100	812,100	1,455,200
2030	643,100	812,100	1,455,200
2031	643,100	812,100	1,455,200
2032	643,100	812,100	1,455,200
2033	643,100	812,100	1,455,200
2034	643,100	812,100	1,455,200
2035	643,100	812,100	1,455,200
2036	-	556,800	556,800
2037	-	556,800	556,800
2038	-	556,800	556,800
2039	-	556,800	556,800
2040	-	556,800	556,800
2041	-	556,800	556,800
2042	-	556,800	556,800
2043	-	556,800	556,800
2044	-	556,800	556,800
2045	-	556,800	556,800
2046	-	556,800	556,800
2047	-	400,800	400,800
2048	-	287,200	287,200
2049	-	143,600	143,600
Totals	45,487,445	23,328,882	68,816,327

Assumptions:

Current and Proposed General Fund projects with 5 year PPUs remain as BANs ($1,241,000) @ 1.50%

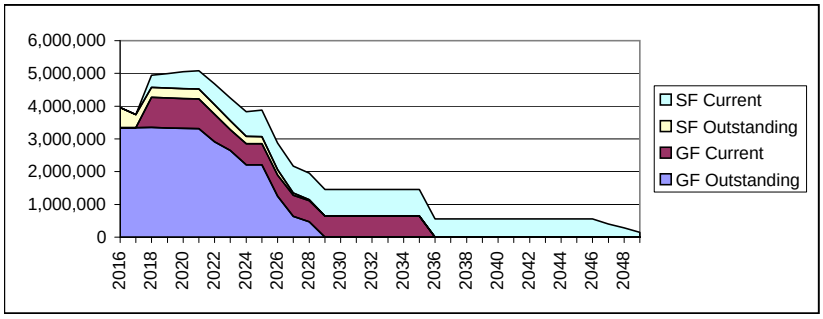
All 2016 and 2017 general fund projects with PPUs longer than 5 years are bonded in Dec 2016 ($8,960,370) along with sewer BANs originally issued of $1.7 million in 2013 and $2.0 milion in 2015 with a final maturity of 18 years and interest rate of 2.85%.

Remaining Sewer BANs stay in BANs until 5 year anniversary of each piece, producing the folloiwng bond issues, 25 years at 3.50%:

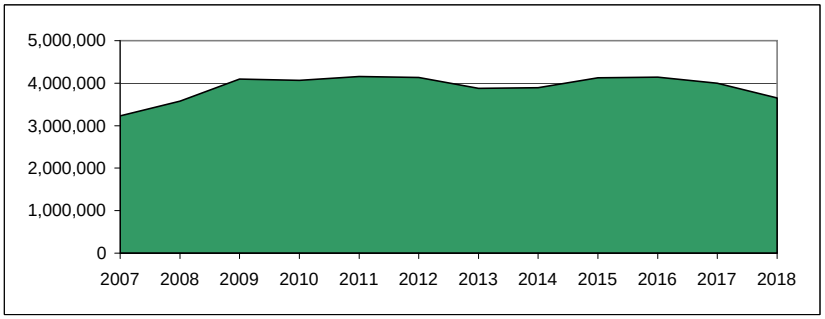
BAN of:	$2,570,000	$1,875,000	$2,534,000	$2,534,000
OID	Feb-16	Dec-16	Dec-17	Dec-18
Bonds of:	$2,570,000	$1,875,000	$2,365,000	$2,365,000
Issued:	Dec-20	Dec-21	Dec-22	Dec-23

Total sewer project cost is $15,000,000. Total borrowing currently estimated at $13,525,000 due to EPA grant of $725,000 and CDBG grant of $750,000.

Outstanding and Proposed Debt Service



Historical Total Debt Service



Year	Amount
2007	3,234,135
2008	3,574,642
2009	4,094,643
2010	4,069,780
2011	4,158,481
2012	4,131,156
2013	3,880,905
2014	3,894,195
2015	4,128,306
2016	4,141,738
2017	3,998,407
2018	3,649,378

RES PRES - 01
BOT 11-07-2016

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

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/7/2016

Item Type: Resolution

Sponsor's Name: Leonie Douglas, Village Treasurer

Description	Yes	No	Description	Yes	No
Fiscal Impact	☒	☐	Public Hearing Required	☐	☒
Funding Source: Account #:			BID #		
	Yes	No	**Strategic Plan Priority Area** N/A		
Agreement	☒	☐	**Manager Priorities**		
Strategic Plan Related	☐	☒	N/A		

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

FINANCIAL ADVISORY SERVICES AGREEMENT

Summary

Background:

Capital Markets Advisors, LLC has been performing financial advisory services for the Village of Port Chester since 2009. Their services are in connection with new issue bonds, bond anticipation notes, revenue anticipation notes, tax anticipation notes, debt refunding, deficit notes and budget notes.

They prepare a plan for financing, make presentations to our Board of Trustees and member of the public, prepare and assist in the preparation of financial documents such as official statements, notice of sale, bid sheet, request for a credit rating, DTC letter of representations, debt statement and pre-sale analysis. They also participate in the sale of the debt, confirm net interest cost calculation, verify underwrites compensation, assist with the delivery of proceeds of each issue, and its closing, prepare and file required continuing disclosure and material event notices as required by SEC Rule 15c2-12.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution
Financial Advisory Services Agreement with CMA
Village of Port Chester Debt Analysis Presentation

RESOLUTION

FINANCIAL ADVISORY SERVICES AGREEMENT

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

WHEREAS, Capital Markets Advisors, LLC ("CMA"), has been performing financial advisory services for the Village of Port Chester since 2009; and

WHEREAS, CMA prepares plans for financing, makes presentations to the Board of Trustees and the public, prepares and assists in the preparation of financial documents such as official statements, notice of sale, bid sheet, request for a credit rating, DTC letter of representations, debt statement and pre-sale analysis; and

WHEREAS, CMA also assists the Village in the sale of the debt, confirms net interest cost calculations, verifies underwrites compensation, assists with the delivery of proceeds of each issue, and its closing, prepares and files required continuing disclosure and material event notices as required by SEC Rule 15c2-12; and

WHEREAS, CMA has presented the Village of Port Chester with an agreement for the aforementioned financial services, for the period of November 1, 2016 to May 31, 2018, and to be compensated at the rates stated in said agreement.

Now therefore be it,

RESOLVED, the Board of Trustees hereby authorizes the Village Manager to enter into an agreement with Capital Markets Advisors, LLC, 1075 Route 82, Suite 4, Hopewell Junction, NY 12533 for Financial Advisory Services, with payments for said services To be taken from funds already allocated in the General Fund & Capital Fund.

Approved as to Form:

_____
Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:.
NOES:
ABSENT:

DATE: November 7, 2016

CapitalMarketsAdvisors,LLC

1075 Route 82, Suite 4
Hopewell Junction, NY 12533
Phone: 845-227-8678
bferguson@capmark.org

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into for the period November 1, 2016 through May 31, 2018 by and between the Village of Port Chester ("Client") and Capital Markets Advisors, LLC ("Advisor"), a limited liability company created under the laws of the State of New York and having its principal place of business at 1075 Route 82, Suite 4, Hopewell Junction, NY 12533.

***Section* 1 Financial Advisory Services**

Advisor will provide the following services in connection with new issue bonds, bond anticipation notes, revenue anticipation notes, tax anticipation notes, deficit notes and budget notes (the "Issue"), undertaken by Client during the term of this Agreement.

1.01 Prepare a plan of financing which will include Advisor's analysis and recommendations to Client regarding funding requirements, structuring alternatives, marketing, method of sale (competitive, negotiated or private placement), security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which Client and Advisor agree should be included in the plan of financing.

1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue.

1.03 Prepare or assist in the preparation of financing documents, as required by Client, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.

1.04 Upon the request of Client, Advisor will assist Client in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.

1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants, and take such other actions requested by Client to efficiently manage each Issue in order to meet Client's objectives.

1.06 Participate in the sale of the debt, confirm net interest cost calculation and verify underwriter's compensation.

1.07 Assist Client with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.

1.08 Assist with the closing of the Issue and verify receipt of Issue proceeds.

1.09 Prepare and file required continuing disclosure and material event notices as required by SEC Rule 15c2-12.

Section 2 Compensation

2.01 For Advisor's performance of services on behalf of Client as described in sections 1.01 through 1.09 hereof, Advisor's fee will be as follows:

For a competitively-sold bond issue: a base fee of $10,000 for issues up to $10 million, plus $.50 per $1,000 of bonds issued over $10 million

For note issues: a base fee of $5,000 for issues up to $10 million, plus $.25 per $1,000 of notes issued over $10 million

For Term Sheet note issues (No OS): $3,000

For capital lease issues: a base fee of $6,500 plus $.50 per $1,000 of lease issued

For Full continuing disclosure: $2,500 annually, inclusive of any required Material Event Notices

For services unrelated to a bond issuance an hourly fee of $175 per hour.

2.02 For refunding bond issues, the fee will be negotiated with Client and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.

2.03 Client will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

2.04 Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be through the fiscal year ending May 31, 2018.

Section 4 Disclosure

Advisor does not assume the responsibilities of Client, nor the responsibilities of the other professionals and vendors representing Client, in the provision of services and the preparation of financing documents for financings under this agreement. Advisor accepts the relationship of trust and confidence established between it and the Client. Advisor agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the Advisor, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the Advisor. However, nothing in this paragraph shall relieve Advisor from liability due to negligence or want of due diligence in the performance of its services.

***Section* 5 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

***Section* 6 Modification**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

Beth A. Ferguson

Date: September 15, 2016

Beth A. Ferguson
Vice President

Approved as at Form

By: _____ Date: _____
Anthony Cerreto, Esq.
Village Attorney

VILLAGE OF PORT CHESTER, NY

By: _____ Date: _____

Title: _____

Village of Port Chester
General Fund and Sewer Fund
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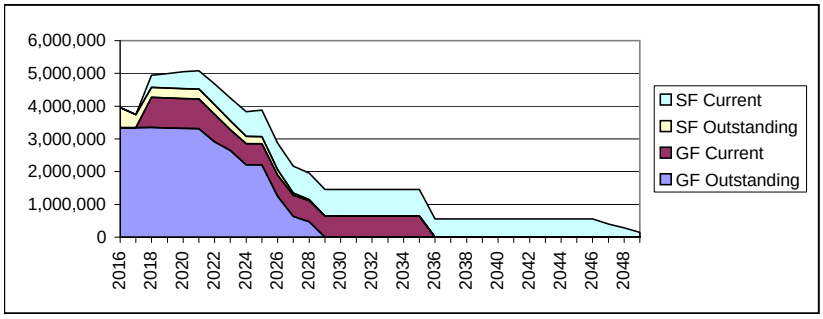
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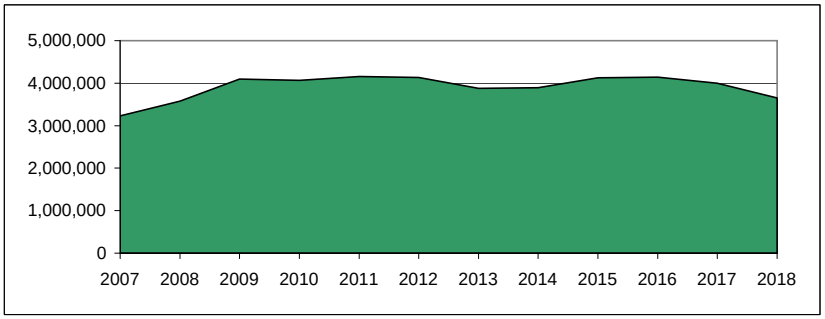
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2018	3,649,378

RES DISC 01
BOT 11-07-2016

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

AGENDA MEMO

Department: Village Engineer

BOT Meeting Date: 11/7/2016

Item Type: Resolution

Sponsor's Name: Select Sponsor's Name.

	Yes	No	Description	Yes	No
Fiscal Impact	☐	☒	Public Hearing Required	☐	☒
Funding Source: Account #:			RFP #		
			Strategic Plan Priority Area		
	Yes	**No**	Public Safety		
Agreement	☐	☒	**Manager Priorities**		
Strategic Plan Related	☐	☒	N/A		

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

AMENDING PARKWAY DRIVE TRAFFIC REGULATIONS

Summary

Background:

The Traffic Commission has recommended that the traffic regulations on Parkway Drive be changed from a two-way street to a one-way street in the direction of Putnam Avenue to King Street. There would be other regulations made necessary to facilitate this change, such as the addition of stop signs at the intersections of Parkway Drive with Birch Street and Pine Street, parking prohibitions on both sides of Parkway Drive and a prohibition of right turns from these side streets.

The Board hired a consulting traffic engineer who confirmed the Traffic Commission's recommendation to make the street a one-way street.

This matter is returned to the Board as "old business". Although it was on the agenda, there was no action.

AM-V20140930

At the last meeting, there was some discussion about holding a public hearing to obtain the input of the neighborhood. This is not a legal requirement. Should the Board wish to proceed in this manner, we have provided a resolution with blanks for the Board to insert the appropriate public notification. The resolution would be an "add-on".

Proposed Action
Adopt the resolution

Attachments
Resolution to set the public hearing Proposed Resolution Amending Parkway Drive Traffic Regulations Traffic Commission Report/Recommendation Traffic Engineer Report Traffic Sgt. Recommendation

RESOLUTION

AMENDING PARKWAY DRIVE TRAFFIC REGULATIONS

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 Traffic Commission convened and made recommendations to change the traffic regulations on Parkway Drive to promote pedestrian safety for pedestrians attempting to access Lyon Park; and

WHEREAS, on October 5, 2016 the Board had a public discussion about changing Parkway Drive to a one way street, relocation of certain stop signs, and altering parking regulations, and directed staff to draft a resolution to incorporate such changes; and

WHEREAS, the Village's consulting Traffic Engineer, the Village's Traffic Commission, Emergency Medical Services, Fire Department, and Police Department have all since met and affirmed their support of the following changes;

Now, therefore, be it

RESOLVED, that the Code of the Village of Port Chester, Chapter 319. Vehicle and Traffic, Section 319-69, Schedule VIII, and pursuant to the provisions of Section 319-12 "Stop intersections," be amended as follows:

Stop Sign on	Direction of Travel	At intersection of
[Parkway Drive	North	Putnam Avenue]
Parkway Drive	West	Birch Street
Parkway Drive	West	Pine Street
Parkway Drive	West	King Street

and be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Section 319-65, Schedule IV, and pursuant to the provisions of Section 319 -8 "One-way streets designated" be amended as follows:

Name of Street	Direction	Location
Parkway Drive	West	Putnam Avenue to King Street

and be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Section 319-74, Schedule XIII, and pursuant to the provisions of Section 319 -20 "No parking or standing any time," be amended as follows:

Name of Street	Side	Location
Parkway Drive	[South] Both	From Birch Street west for 30 feet
Parkway Drive	[South] Both	From Birch Street east for 30 feet
Parkway Drive	[South] Both	From King Street north for 40 feet
Parkway Drive	[South] Both	From Pine Place west for 30 feet
Parkway Drive	[South] Both	From Pine Place east for 30 feet

and be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Section 319-66, Schedule V, and pursuant to the provisions of Section 319-9 "Prohibited turns" be amended as follows:

Name of Street	Direction of Travel	Prohibited Turn	Hours	At Intersection of
Birch Street	North	Right	All	Parkway Drive
Pine Place	North	Right	All	Parkway Drive

Note, bracketed language is to be deleted from the code book and underlined language is to be added.

APPROVED AS TO FORM:

_____

Anthony M. Cerreto, Village Attorney

RESOLUTION
SETTING A PUBLIC HEARING TO CONSIDER A PROPOSED RESOLUTION
TO AMEND PARKWAY DRIVE TRAFFIC REGULATIONS

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:

NOW, THEREFORE BE IT,

RESOLVED, that the Board of Trustees hereby schedules a public hearing for November 21, 2016 at 7:00 p.m. at the Police Headquarters/Justice Court, 2nd Floor Courtroom, 350 North Main Street, Port Chester, to consider the advisability of adopting a proposed resolution to amend Parkway Drive traffic regulations; and be it

FURTHER RESOLVED that the Board of Trustees hereby directs the Village Clerk to publish official notice of such hearing in the Westmore News, in accordance with Village Law §21-2100, and to further notice the neighboring community by_____

_____

_____

_____

Approved as to Form:

_____
Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RES DISC - 02
BOT 11-07-2016

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

AGENDA MEMO

Department: Department of Public Works

BOT Meeting Date: 11/7/2016

Item Type: Resolution

Sponsor's Name: Select Sponsor's Name.

	Yes	No	Description	Yes	No
Fiscal Impact	☐	☒	Public Hearing Required	☐	☒
Funding Source: Account #:			RFP #		
			Strategic Plan Priority Area		
	Yes	**No**	Public Safety		
Agreement	☐	☒	**Manager Priorities**		
Strategic Plan Related	☐	☒	N/A		

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

ESTABLISHING THE "ADOPT AN ISLAND" PROGRAM

Summary

Background:

The Beautification Commission has proposed an "Adopt an Island" program, to engage the community in the enhancement, upkeep, and preservation of existing Village owned traffic islands and road adjacent green spaces. Volunteers and/or sponsors may be individuals, groups, clubs, teams, or businesses interested in beautifying and maintaining, or providing financial support for, public spaces within the Village of Port Chester.

The Adopt-An-Island program aims to extend and formalize the existing informal network of volunteers, sponsors, and supporting organizations that are currently active in maintaining and beautifying the Village of Port Chester. The program aims to formalize these connections by recognizing the outstanding effort of volunteers and sponsors, identifying areas lacking community support, enhancing community connection, and expanding involvement in beautification opportunities within the Village.

Village Staff and the Beautification Commission have identified, and recommended 13 traffic islands to be available for adoption under this program, which have been provided in connection with this resolution.

Proposed Action
Adopt the resolution

Attachments
Resolution Proposal by Beautification Commission for an “Adopt-an-Island” program Beautification Commission and Staff’s recommendation of 13 locations

RESOLUTION

ESTABLISHING THE "ADOPT-AN-ISLAND" 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 Beautification Commission has proposed an "Adopt-an-Island" program, to engage the community in the enhancement, upkeep, and preservation of existing Village owned traffic islands and road adjacent green spaces; and

WHEREAS, many municipalities across the nation, such as the City of Lowell, Massachusetts, have established and administered successful "Adopt-an-Island" programs; and

WHEREAS, volunteers and/or sponsors may be individuals, groups, clubs, teams, or businesses interested in beautifying and maintaining, or providing financial support for, public spaces within the Village of Port Chester; and

WHEREAS, the "Adopt-an-Island" program aims to extend and formalize the existing informal network of volunteers, sponsors, and supporting organizations that are currently active in maintaining and beautifying the Village of Port Chester; and

WHEREAS, the "Adopt-an-Island" program aims to formalize these connections by recognizing the outstanding effort of volunteers and sponsors, identifying areas lacking community support, enhancing community connection, and expanding involvement in beautification opportunities within the Village; and

WHEREAS, Village Staff and the Beautification Commission have identified, and recommended 13 traffic islands to be available for adoption under this program, which have been provided to the Board of Trustees. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby establishes an "Adopt-an-Island" program, based on the proposal submitted by the Beautification Commission.

Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

Village of Port Chester,

New York

Adopt-An-Island Program



Port Chester Beautification Commission

Port Chester Village Manager's Office

222 Grace Church Street

Port Chester, New York 10573

Office: (914) 939-2200

Fax: (914) 937-3169

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II. Policy
III. Definitions
IV. Guidelines
V. Adopt-An-Island Responsibilities
VI. Administrative Process
VII. Appendix
- Brochure
- Application
- Volunteer Memorandum of Understanding (MOU)
- Sponsor Memorandum of Understanding (MOU)
- Waiver
- Letter of Appreciation
- Adopt-An-Island Logo
- Adopt-An-Island Sign sample image



A village planted traffic island at W. William Street and S. Regent Street. Private sponsorship could assist the village with the task of maintaining this area and could improve the overall health and beauty of the planting.

I. Purpose:

What is Adopt-An-Island?

- Adopt-An-Island is a program in which adopters can assist in the enhancement, upkeep, and preservation of existing Village owned traffic islands and road adjacent green spaces either through volunteer labor or financial sponsorship. Adopters provide a valuable service that is supplemental to the regular maintenance and upkeep provided by the Department of Public Works.

- Volunteers/Sponsors may be individuals, groups, clubs, teams, or businesses interested in beautifying and maintaining/providing financial support for public spaces within the Village of Port Chester. Adopters may adopt an area for a period of two years, with the renewal to begin on May 1 and the application period to be between January 1st and February 29th. Volunteers and Sponsors are recognized via an Adopt-An-Island Sign designed and provided by the Village at or near their adopted area, and a letter of appreciation through the Beautification Commission.

- The Village of Port Chester's Adopt-An-Island Program is an extension and formalization of the existing informal network of volunteers, sponsors, and supporting organizations that are currently active in maintaining and beautifying the Village of Port Chester. The Adopt-An-Island Program aims to formalize these connections, recognize the outstanding effort of people currently involved in beautification and to expand these efforts into a program to identify areas lacking community support, enhance community connection, and expand involvement in beautification opportunities within the Village.



A donated memorial planting in Lyons Park from Fall 2015 (photo courtesy Port Chester Beautification Commission)

Why is the Adopt-An-Island Program valuable to the Village of Port Chester?

- To keep our Village clean! Litter is unsightly and can make our Streets look worn out, neglected, and unsafe. Spring and fall cleanings are essential to maintaining a high standard for our public spaces.

- To make Port Chester more beautiful! Neatly mulched and planted flower beds, litter free lawns, and pruned and cared for bushes and trees make for a more appealing and safer Village for everyone! Volunteer assistance adds an extra layer of loving care to our spaces.

- To make a difference in your community! Volunteer service is an essential element to creating stronger communities. Lend a hand, make some friends, and make our Village beautiful!



A sample planting from Hamilton, California's Traffic Island Beautification Program

II. Policy:

Mission

- The Village of Port Chester's Adopt-An-Island Program is designed to promote the involvement of the community in the beautification of roadway adjacent green spaces thereby improving quality of life in the Village and building community networks.

Vision

- The vision of the Adopt-A-Parks Program is to have every publicly owned roadway adjacent green space actively cared for by a network of community adopters in order to provide beautification and upkeep to all publicly owned land and right of way.

Goals

Broad:

- To develop a network of multiple citizen groups, businesses, and local organizations to maintain, beautify, and enhance the public spaces of the Village of Port Chester
- To develop and enact a safe and effective strategy for implementing beautification operations organized by that network.
- To reach out to the extended community of Port Chester citizens through the creative promotion of the program.
- To seamlessly implement the maintenance and beautification efforts of adopters within the existing framework of Department of Public Works operations.

Quantifiable:

- To identify and register all public spaces eligible under the rules and regulations herein.
- To reach 25%, 50%, 75%, and 100% adoption rates of identified areas.
- To reach a valuation of public efforts and donations equal to or greater than government inputs, perhaps one day to reduce the tax payer burden of maintenance of these areas.
- To improve property values of locations adjacent to planted areas.



Volunteers line up for beautification activities at a recent "Clean up day" in fall of 2015 (photo courtesy of the Port Chester Beautification Commission)

Long Term:

- To extend and develop the program to work in other locations if possible in private green spaces, park spaces, or MTA owned spaces which may have similar frontages and impacts on street-scape appeal.

- To improve the overall image of Port Chester as a beautiful and green community.

III. Definitions

Adopt-An-Island: A Village-wide program in which adopter organizations can become involved in the regular maintenance and beautification of public spaces throughout the village system.

Island: A publicly owned space either in a public right of way, or adjacent to a Port Chester road way which is approved by the Port Chester Beautification Commission and Port Chester Village Attorney's Office for adoption.

Adopt-An-Island Sign: A sign designed and provided by the Village, located near or within the Adopted area (at the discretion of the Village) which identifies the adopter.

Adopters: Individuals, Groups, Organizations, or Businesses that have completed the Adopt-A-Park Application, been approved by the Beautification Commission and have accepted the responsibility of caring for a specified Island.

Volunteers: Adopters who choose to provide beautification efforts through their own labor procuring and installing plantings, picking up trash and pruning and weeding within their approved island.

Sponsors: Adopters who choose to provide a lump sum donation upon acceptance of their application which will be used by Port Chester DPW for the benefit of their approved island.

Adopt-An-Island Application: The form requesting that an Individual, Group, Organization, or Business become formally responsible for assisting the Village of Port Chester Department of Public Works in caring for an island. The Application will specify choice of the Volunteer or the Sponsor option.

Memorandum of Understanding (MOU): A document outlining the responsibilities of an approved Adopt-An-Island sponsor adopter. Provided by the Village upon approval of an Adopt-An-Island Application and signed by both parties.

Waiver: A form required to be signed by any participating volunteer prior to commencement of a clean up session.

Adopt-An-Island Community Coordinator: a staff member designated by the Department of Public Works Foreman as a point of contact for adopters seeking support services.

Mary Lou Traffic Island Garden in Philadelphia, Pennslyvania



IV. Guidelines

- Who can participate?

Adopt-An-Island is open to volunteer groups, community groups, churches, families, businesses and individuals available for a minimum commitment of two years. Adopters should be capable of physically, financially, and organizationally providing for maintenance of their approved Island.

- What is involved for the adopter?

Adopters should be prepared to provide either financial or physical maintenance and support of their island. There are two adoption types available through the program.

- Volunteer Option

Should an Adopter specify that they select the Volunteer Option on their application the expectation will be that they provide for the labor, material, supplies and planning of beautification activities at their specified Island. They will be permitted to contract the work out, or to facilitate volunteers to work on their behalf so long as all other requirements are met.

- Sponsor Option

Should an Adopter specify that they select the Sponsor Option on their application the expectation will be that they remit to the Village a donation in the amount of $2 per square foot for the first 300 sq ft of the Island Area and $1 per sq ft for each additional sq ft as measured in their application approval letter on an annual basis. The Village will utilize the donated funds for the purpose of beautifying the approved island.

(for example the island indicated in a photograph on Pg. 1 of this document would cost $600 a year to sponsor with a sq ft of 300 sq ft. The Del Bianco Memorial Island indicated on page 10 which is larger would cost approximately $2,100 a year with a sq ft off 1,800 sq ft.)

- What are the parameters of an adoption?

All adoptions are approved for a two year term. Renewals are subject to reapplication and review of performance. Under a volunteer arrangement, Island cleanup sessions must be performed a minimum of two times per year – once in the fall, and once in the spring. To be considered a sponsor, maintenance financing must be donated at the time of adoption approval. Island assignments are chosen on a first-come, first-served basis. Island areas are to be defined generally by the Beautification Commission with approval by the Village Attorney/Manager's Office in conjunction with the applicant's state intentions on the application form. For more on the process see the section "applications and renewals"

- Activity Suggestions for Volunteers:

When scheduling a cleanup session consider the following:

□ Remove Litter	□ Paint over graffiti
□ Remove Weeds	□ Refresh Mulch
□ Prune Shrubs/Small Trees	□ Plant Flowers/Shrubs/Trees

Volunteer groups may find it easier to solicit additional volunteers by selecting a theme or special event as a focus for their scheduled activities. Some suggestions are included below.

0 Plant a Flower Day (March 12)

0 International Earth Day (March 20)

0 Take a Walk in the Park Day (March 30)

0 Lawn and Garden Month (April)

0 Garden Week (2nd Week of April)

0 Week of the Day of Caring (3rd Week of April)

0 Arbor Day (Last Friday of April)

0 Wildflower Week (2nd Week of May)

0 May Day (May 1st)

0 Love a Tree Day (May 16th)

0 World Environment Day (June 6th)

0 National Picnic Month (July)

0 Johnny Appleseed Day (September 26th)

0 International Coastal Clean Up Day (3rd Saturday of September)

0 Get Organized Week (1st Week of October)

0 Do Something Nice Day (October 5th)

0 Make a Difference Day (4th Saturday of October)

Volunteers are encouraged to form social networks via social media, or outreach to other groups that may be interested in assisting in clean up and planting efforts. Help get your neighbors involved!

Volunteers are encouraged to retain receipts and logs of activities for use by the Beautification Commission in future statistical reporting and promotion of the program. Help us grow the program and brag to our neighbors!

- Village Support for work sessions

Any operations of the adopter which require support services from the Department of Public Works requires coordination with the Adopt-An-Island Community Coordinator reachable at the Department of Public Works 914 939 5207. Support from DPW will be provided at the discretion of the Coordinator and with approval off the Foreman. Such services may include watering, hauling away of trimmings and the loaning of equipment or materials. DPW is under no obligation to provide such services. Adopters acknowledge that adoption implies responsibility on their part regardless of the availability of support services from DPW.

- Safety rules and requirements

Participants in Adopt-An-Island volunteer activities should behave in a safe and responsible fashion while participating in the Adopt-An-Island program and be respectful of residents, motorists, Public Works personnel, and wildlife.

All participants in on site volunteer activities must sign the Waiver prior to assisting in clean up sessions. Participants under age 18 must have a waiver signed by a parent or legal guardian before assisting.

Before any digging for planting of larger species, a call to DPW for utility line markings should be made. Under no circumstances should any plantings of trees or bushes growing over 4 feet in height be undertaken without approval of DPW.

Island beautification sessions may only take place during daylight hours.

At no time may adopters block traffic, or in any other way illegally impede the flow of traffic without prior consent of the Port Chester Police Department. (914) 939 1000.

Areas of intensive clean up may require sidewalk closures or protective barriers for traffic protection. Check with the Port Chester Police Department prior to beautification activities that could impact traffic. Permits for sidewalk closure may be required for the purposes of intense clean up operations.

Participants should wear the proper safety equipment while working on Island properties. Suggested equipment includes: closed toe shoes, gloves, hats, sunscreen, and insect protection.

A first aid kit should be made available by the sponsoring group on site during beautification.

In case of emergency, participants should notify 911.

Clean up will be postponed or stopped immediately if lightning, or heavy winds or visually impairing weather are present.

At no time should litter be removed directly from paved roadways, adjacent private or public property outside the adopted Island boundaries for the safety of volunteers.

At no time should materials be swept or disposed of into roadways, sidewalks or storm drains. Adopters are responsible for proper disposal of materials. See section on “Waste Disposal”.

A list of participants and tasks should be created for every session by the authorized point of contact for the adopter.

If safety vests, safety cones, gloves or other safety supplies are needed for beautification activities please feel free to contact the Adopt-An-Island Community Coordinator at 914 939 5207. Such material support is at the discretion of the coordinator and foreman.

- Waste Disposal

Green Waste from cleanup activities should be kept separate from other types of trash picked up or produced by volunteers.

Green Waste can be left at a volunteer's house curbside Wednesdays. This Includes grass, leaves, small brush, twigs, plants and flowers. Place all material in containers at curbside unbagged. Green waste will not be collected if placed in a bag. Brush and Branches – Bundle together and tie with twine. Branches may not exceed 3 inches in diameter, 3 feet in length or 24 inches in any other dimension. You may also bring green waste to the 80 Fox Island Road transfer station during regular business hours. Fees for drop off may apply.

Trash and Recycling should be bagged separately and left curbside during regular trash or recycling pickup at a volunteer's house. You may also bring the bagged trash/recycling to the 80 Fox Island Road transfer station during regular business hours. Fees for drop off may apply.

Trash bags for clean up may be provided by the Village of Port Chester. To request a pickup of trash bags, contact the Adopt-An-Island Community Coordinator at 914 939 5207. Availability is subject to the Coordinator and Foreman's discretion. Any unused trash bags must be returned to the Department of Public Works. Volunteers may also coordinate a pickup from the island in an area accessible to Public Works Employees. Again this option is subject to the Community Coordinator acquiescence. In the event of such a pick up, separation of recycling, trash, and green waste is still required. Scheduling of bagged litter and debris removal or delivery and pickup of waste dumpsters is based on availability of staff and equipment, and may be subject to change without notice.

- Signs/Recognition

Once an island has been adopted, a sign will be designed, printed and placed by the Village identifying the adopter involved in the program at that Island. A page will also be placed identifying adopter and their islands on the Village's website. Upon completion of a term in the program, a letter of appreciation will be presented to the adopting party by the Beautification Commission.





A minimally planted traffic island at N. Regent St, Webster Pl, and Elizabeth St, that was transformed by residents as part of the Luigi Del Bianco Memorial project.

- Adoptions & Renewal Process

A list of areas available for adoption can be requested from the Office of the Village Manager, Suite 150, 222 Grace Church Street, Port Chester, New York 10573.

An application, provided by the village is required to be submitted in which the adopter will propose a volunteer or sponsor arrangement and provide basic information on the site proposed, and on the adopter's contact information. Upon application to the commission, review by the Village Manager/Attorney's offices to ensure eligibility and proper measurement of the site will be conducted and a report will be made to the Beautification Commission. The commission will then hear the application and render a formal decision to the applicant. Sponsorship donations are required at the time of decision to ensure funding of maintenance operations for the proceeding term.

Applications for un-adopted land can be accepted year round, Renewals are due one month prior to the expiration of an existing adoption. The Beautification commission reviews renewals for prior performance and issues decisions. If a renewal application is late, the Island is available for adoption by another party.

Island adoptions may be renewed indefinitely so long as an approved adopter submits their renewal application and has it approved following all regulations and directions of the commission.

The commission is under no obligation to approve renewals and has complete discretion in that regard.

Volunteers and sponsors may elect to discontinue the program or change island areas (provided their choice of area is not currently adopted) at the end of a adoption term. More than one area may be adopted by a volunteer or sponsor.

- Community Engagement

Methods for the promotion of the program to community groups will include but not be limited to the Village website, press releases to local media outlets, and promotion at Village Board meetings and in the next edition of the Village News Letter.

The public will also be invited to identify locations that may be eligible for adoption and to bring those locations to the Beautification Commission for their consideration and for addition to the list of available islands.

- Miscellaneous

Materials, plantings etc that are installed on an island become the property of the Village of Port Chester in perpetuity and constitute a non revocable and unrestricted donation to the village.

No trees, or permanent non organic installations (sculptures, boulders, irrigation systems etc.) can be installed on the island without a basic plan being submitted to the Coordinator and being approved by the DPW Foreman.

IV. Adopt-An-Island Responsibilities

- Adopters

Adopters who select the volunteer option are expected to organize at least two work sessions a year. One in fall and one in spring. Keep in mind that pruning and grass clipping should be performed as often as needed to keep the island in beautiful condition. Quality of work will be considered for renewals. The sessions should include clean up, planting, pruning, and collection of litter and debris for proper disposal. Adopters are expected to read the program description in its entirety and comply with all rules and regulations therein.

Adopters who select the Sponsor options are expected to provide their maintenance support donation at the time of approval.

- Department of Public Works
    - General Foreman
      The general Foreman will be responsible for assigning a capable staff member as the Community Coordinator for the program, for verifying availability of materials and staff time for support activities, and for reviewing and approving plans for permanent installations of trees or no inorganic materials that might impact sight lines or buried utilities.
    - Community Coordinator
      The Community Coordinator is responsible for working with adopters to process requests for physical assistance. The coordinator works with the Foreman to verify availability of material an man hours and to register requests for review of materials and planting or landscaping plans.

- Treasurer Responsibilities

The Village Treasurer is responsible for collecting and organizing donations from Sponsor Adopters and verifying that the funds are expended for maintenance operations of the related Island.

- Village Manager/Attorney's Office

These offices are responsible for developing and maintaining forms for applications, approvals and waivers for use in the program. The manager will also work to provide marketing services for the program as outlined in the "community engagement" section. These offices will also confirm that proposed islands are lawfully under the jurisdiction off the village and generally approved for adoption. The Manager/Attorney may disapprove of a location for any reason they deem disqualifying.

The office of the Village Manager shall maintain the records of all activities undertaken within the Adopt-An-Island Program.

The office of the Village Manager shall design and approve the sign to be placed on islands recognizing the efforts of an adopter. The manager has final say over location and design off

such signage.

The office of the Village Manager shall ensure that the forms, A registry of approved Islands and a register of the authorized Adopters for the Adopt-An-Island Program is hosted on the Village Website on the Beautification Commission's page.

The office of the Village Manager shall assist in the hosting of documents, and promotional materials for the program on the Village website, in the Village Newsletter and in press releases to local media.

- The Beautification Commission

The Commission will review applications, provide them to the Village Manager for review of the locations and then issue approvals or denials for adoptions.

The Commission will prepare and deliver letters of approval, revocation and reminders for renewals for adopters

The Commission will to the best of their ability promote this program to a wide range of community organizations in an effort to have as many islands as possible adopted.



A traffic Island at Glen Ave and Puritan Ave, currently planted and maintained unofficially by John Zicca Landscaping

The following is my recommended list of “islands” for the program It is based on a list that Lou provided along with some suggestions from me, which were vetted and unsuitable locations removed.

Recommended Islands for Adoption

No.	Name	Type	Size	SBL	Status	Sq Footage
1	Browndale Pl and N. Regent St	Circle	Large	NA	*RoW	7000
2	Indian Rd and Glen Ave	Triangle	Medium	NA	RoW	2200
3	Glen Ave and Lafayette Dr	Triangle	Small	NA	RoW	950
4	Glen Ave and Puritan Dr	Triangle	Medium	NA	RoW	1200
5	Puritan Rd and Indian Rd	Triangle	Small	N0041	RoW	900
6	Barton Pl and Wesley Ave	Median Strip	Medium	NA	Row	1050
7	Miles Standish Cir	Circle	Small	NA	RoW	30
8	S. Regent St and W. William St	Triangle	Small	NA	RoW	800
9	South End Parking Lot Island	Strip between road and lot	Large	142.46-1-13	*VP	4500
10	Shoppers Lot Island Adee	Strip between road and lot	Small	142.23-1-50	VP	900
11	Shoppers Lot Island Willett	Strip between road and lot	Small	142.23-1-50	VP	450
12	S. Regent and West William Corner	Village Owned Parcel	Medium	141.36-1-31	VP	2000
13	Grace Church st and Cottage St	Strip between road and lot	Medium	142.62-1-28	VP	1500

* RoW - In the Right of Way
* VP - Village owned property

All of the above listed properties are either village owned property, or rest in the village right of way. Once I had eliminated some of Lou’s ideas, there were some areas of the Village that were not well represented on the list, so I added mine to balance it out. These should be reviewed because you may not want to allow for adoption of non “island” properties, but if we limited the list to only true islands in the right of way, the program would largely be limited to a small portion of the village in the western central district around the High School.

Visualization of Reccomended Locations



Lou's List of potential adoption Islands.

No.	Name	Type	Size	SBL	Status	Sq Ft
1	Davenport Ave	Oval	Huge	136.62-1-34	Parkland	28200
2	Browndale Pl and N. Regent St	Circle	Large	NA	RoW*	7000
3	Davenport Ave and Halstead Ave	Triangle	Huge	Unk	Unk	13000
4	Indian Rd and Glen Ave	Triangle	Medium	NA	RoW	2200
5	Glen Ave and Lafayette Dr	Triangle	Medium	NA	RoW	950
6	Glen Ave and Puritan Dr	Triangle	Medium	NA	RoW	1200
7	Puritan Rd and Indian Rd	Triangle	Medium	NA	RoW	900
8	Barton Pl and Wesley Ave	Median Strip	Medium	NA	Row	1050
9	Putnam Ave and Riverdale Ave	Triangle	Large	Unk	Unk	8600
10	Miles Standish Cir	Circle	Small	NA	RoW	30
11	N. Regent St and Elizabeth St	Triangle	Medium	Unk	Unk	2600
12	Westchester Ave and Hawthorn Ave	Triangle	NA	NA	NA	NA
13	Greyrock Rd and Laurel Dr	Triangle	Medium	NA	RoW	1050
14	Liberty Square	Triangle	Medium	NA	RoW	850
15	Civil War Monument Park	Village Owned Parcel	Huge	142.38-1-24	Parkland	28350
16	S. Regent St and W. William St	Triangle	Medium	NA	RoW	800
17	Summerfield Park	Triangle	Huge	NA	RoW	8450

* RoW - In the Right of Way

The islands in red are not recommended for inclusion in the program. You will find a brief explanation why for each one on the following pages.

Lou's List Visualized



1. **Davenport Ave** This land is actually village parkland or so I found from the tax assessor. I decided to omit it because it would require further coordination with the Parks Commission, which would seem to overly complicate this program at this phase. If I am wrong about that it can be reincluded.






ONE
WAY



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REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE	STATE LINE	TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.	RIGHT OF WAY	CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT	STREAM OR RIVER	DEED ACREAGE	7.5 A
VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR		

SHEET INDEX

136.053	136.054	136.055
136.061		136.063
136.069	136.070	136.071

N

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

GRAPHIC SCALE
0 50 100
1" = 50'

DATUM = STATE PLANE NAD83E IN FEET

136.062

MAP DATE JUNE 2009

Property Description Report For: Davenport Ave, Municipality of Village of Port Chester



		Status:	Active
		Roll Section:	Wholly Exem
		Swis:	554801
		Tax Map ID #:	136.62-1-34
		Property Class:	963 - Municpl park
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	963 - Municpl park
		Zoning Code:	02
		Neighborhood Code:	00099
Total Acreage/Size:	0.54	**School District:**	Port Chester-Rye
Land Assessment:	2016 - $291,200	**Total Assessment:**	2016 - $291,200
Full Market Value:	2016 - $291,200		
Equalization Rate:	----	**Property Desc:**	
Deed Book:		**Deed Page:**	
Grid East:	721632	**Grid North:**	794738

Area

Living Area:	0 sq. ft.	**First Story Area:**	0 sq. ft.
Second Story Area:	0 sq. ft.	**Half Story Area:**	0 sq. ft.
Additional Story Area:	0 sq. ft.	**3/4 Story Area:**	0 sq. ft.
Finished Basement:	0 sq. ft.	**Number of Stories:**	0
Finished Rec Room	0 sq. ft.	**Finished Area Over Garage**	0 sq. ft.

Structure

Building Style:	0	**Bathrooms (Full - Half):**	0 - 0
Bedrooms:	0	**Kitchens:**	0
Fireplaces:	0	**Basement Type:**	0
Porch Type:	0	**Porch Area:**	0.00
Basement Garage Cap:	0	**Attached Garage Cap:**	0.00 sq. ft.
Overall Condition:	0	**Overall Grade:**	
Year Built:			

Owners

Village of Port Chester
Suite 220 - 2nd Fl
222 Grace Church St
Port Chester NY 10573

Sales

No Sales Information Available

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec	**Heat Type:**	0
Fuel Type:	0	**Central Air:**	No

Improvements

Structure	Size	Grade	Condition	Year

Land Types

Type	Size
Primary	23,697.00 sq ft

Special Districts for 2016

Description	Units	Percent	Value
CS482-P c sewer	0	0%	$291,200
SW481-Solid waste	0	0%	$0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2016	VILLAG OWN	$291,200	0	2002		Y		0

Taxes

Year	Description	Amount

***Taxes reflect exemptions, but may not include recent changes in assessment.**

2. **Browndale Pl/N. Regent Street** This location is in the village right of way, as I discovered from the tax map. It seems like an ideal location for beautification. Someone already maintains some plantings here. Should confirm that it is DPW.







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SECTION LINE/BLOCK LIMIT	STREAM OR RIVER	DEED ACREAGE	7.5 A
VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No. 7	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 5		

SHEET INDEX

135.052	136.045	136.046
135.060		136.054
135.068	136.061	136.062

N

GRAPHIC SCALE
1" = 50'
50 0 50
DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.053

MAP DATE JUNE 2009

3. **Davenport Ave and Halstead Ave** Looked over the tax map, and the property here is separated from the right of way. It is not indicated if it is a portion of Lyon Park, but since it is across the road, it seems likely to me that it is part of the park. Because more research is needed to verify ownership, and since the Parks Commission may complicate things I decided to omit this Island.







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TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 7/5		

SHEET INDEX

136.045	136.046	136.047
136.053		136.055
136.061	136.062	136.063

N

GRAPHIC SCALE
0 50 100
1" = 50'

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
DATUM = STATE PLANE NAD83E IN FEET

136.054

MAP DATE JUNE 2009

4. **Indian Road and Glen Ave** This location is in the village right of way, as I discovered from the tax map. It seems like an ideal location for beautification.









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TOWN LINE	TAX MAP BLOCK No. 7	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 5		

SHEET INDEX

135.052	136.045	136.046
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N

GRAPHIC SCALE
1" = 50'
50 0 50
DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.053

MAP DATE JUNE 2009

5. **Glen Ave and Lafayette Dr** This location is in the village right of way, as I discovered from the tax map. It seems like an ideal location for beautification.





PORT CHESTER
UNION FREE DISTRICT 4
PARK AVENUE
ELEMENTARY SCHOOL

22
3.23 AC.
PORT CHESTER SCHOOL DISTRICT #4

PARK AVENUE SCHOOL

E795000
N720000
E794000
N721500

COLLEGE AVENUE
HAYNES BOULEVARD
PARK AVENUE
GLEN AVENUE
LAFAYETTE DRIVE
PURITAN DRIVE
NORTH REGENT STREET
REGENT PLACE
DAVENPORT AVENUE
NORTH ROAD
GLENDALE PLACE
COLUMBUS AVENUE
UNIVERSITY PLACE
WESLEY AVENUE
CLERMONT AVENUE
GLEN PLACE

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REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE	STATE LINE	TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.	RIGHT OF WAY	CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT	STREAM OR RIVER	DEED ACREAGE	7.5 A
VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No. 7	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 5		

SHEET INDEX

135.060	136.053	136.054
135.068		136.062
135.076	136.069	136.070

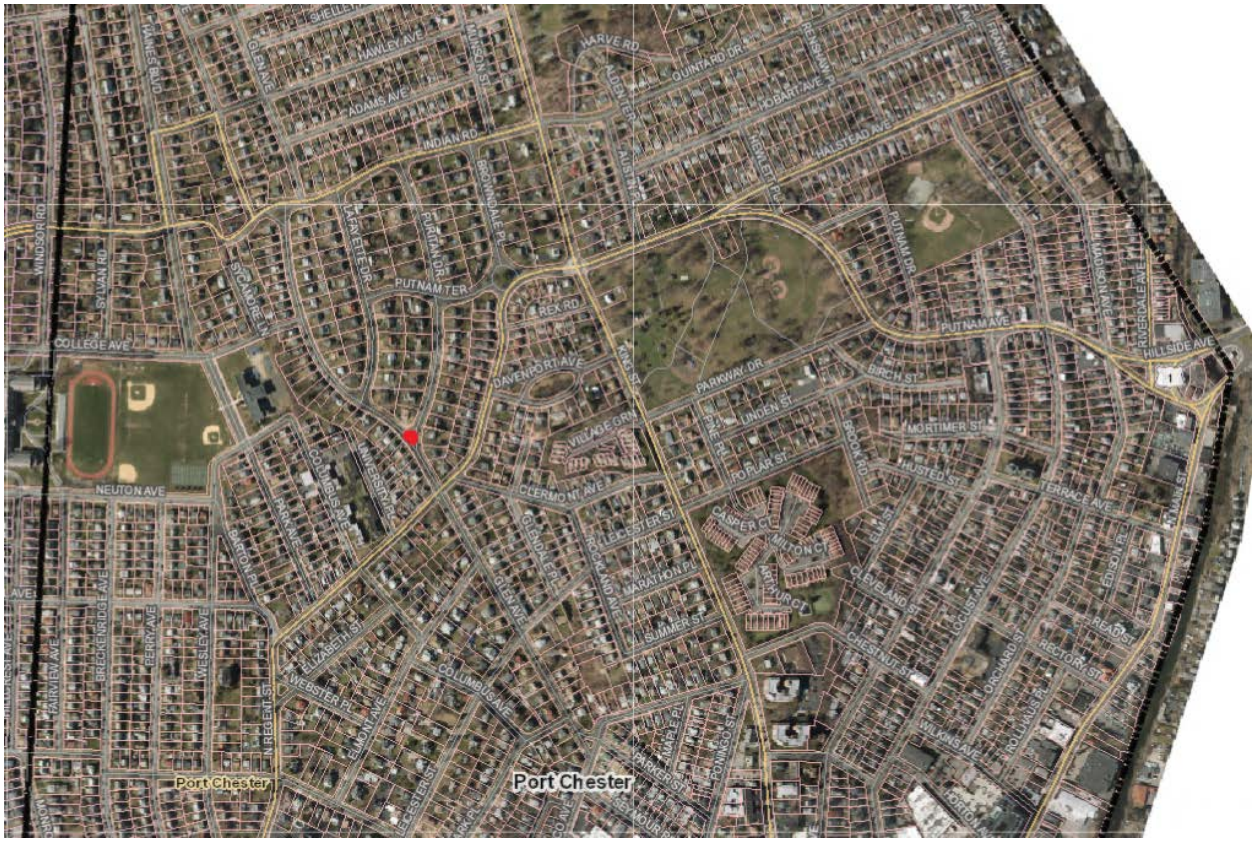
TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.061

GRAPHIC SCALE
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

MAP DATE JUNE 2009

6. **Glen Ave and Puritan Dr** This location is in the village right of way, as I discovered from the tax map. It seems like an ideal location for beautification. According to Lou, John Zicca already maintains some plantings here. This is the location that originally had the sign issue that spurred all of this.






PURITAN

PORT CHESTER
UNION FREE DISTRICT 4
PARK AVENUE
ELEMENTARY SCHOOL

22
3.23 AC.
PORT CHESTER SCHOOL DISTRICT #4

PARK AVENUE SCHOOL

E795000
N720000
E794000
N721500

COLLEGE AVENUE
HAYNES BOULEVARD
PARK AVENUE
GLEN AVENUE
LAFAYETTE DRIVE
PURITAN DRIVE
NORTH REGENT STREET
REGENT PLACE
DAVENPORT AVENUE
NORTH ROAD
GLENDALE PLACE
COLUMBUS AVENUE
UNIVERSITY PLACE
WESLEY AVENUE
CLERMONT AVENUE
GLEN PLACE

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TOWN LINE	TAX MAP BLOCK No. 7	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 5		

SHEET INDEX

135.060	136.053	136.054
135.068		136.062
135.076	136.069	136.070

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.061

GRAPHIC SCALE
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

MAP DATE JUNE 2009

7. **Puritan and Indian Road** This location is in the village right of way, as I discovered from the tax map. It seems like an ideal location for beautification. According to Lou, John Zicca already maintains some plantings here.






Dr
Rd



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TOWN LINE	TAX MAP BLOCK No. 7	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 5		

SHEET INDEX

135.052	136.045	136.046
135.060		136.054
135.068	136.061	136.062

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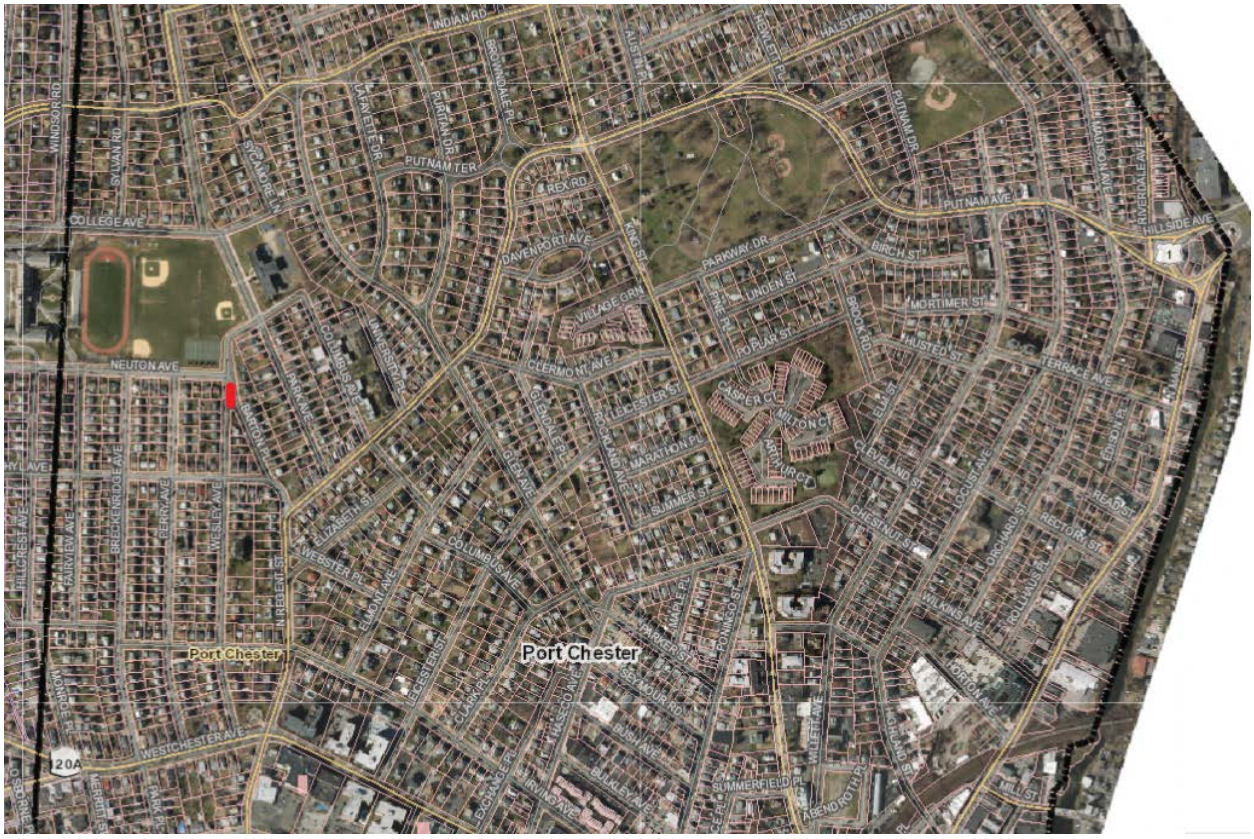
GRAPHIC SCALE
1" = 50'
50 0 50
DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.053

MAP DATE JUNE 2009

8. **Barton Pl and Wesley Ave** This location is in the village right of way, as I discovered from the tax map. It seems like an ideal location for beautification.






ONE
WAY

N718500
E794000
N720000
E795000
VALLEY TERRACE
TAMARACK ROAD
COLLEGE AVENUE
WINDSOR ROAD
SYLVAN ROAD
SYLVAN BOULEVARD
HAYNES LANE
PORT CHESTER HIGH SCHOOL #4
PORT CHESTER UNION FREE DISTRICT 4 PARK AVENUE ELEMENTARY SCHOOL
PORT CHESTER SCHOOL DISTRICT #4
PARK AVENUE SCHOOL
TENNIS COURTS
VILLAGE OF RYE BROOK
VILLAGE OF PORT CHESTER
NEUTON AVENUE
MAYWOOD AVENUE
HILLCREST AVENUE
FAIRVIEW AVENUE
BRECKENRIDGE AVENUE
PERRY AVENUE
WESLEY AVENUE
PARK AVENUE
COLUMBUS AVENUE
SEWER DISTRICT #1
693
187
1 9 5.94 AC.
2 1 14.44 AC. HIGH SCHOOL PLAYING FEILD
22 3.23 AC.

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TOWN LINE	TAX MAP BLOCK No. 7	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 5		

SHEET INDEX

135.059	135.060	
135.067		
135.075	135.076	

N

GRAPHIC SCALE 1" = 50' (50 0 50)
DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF RYE BROOK
WESTCHESTER COUNTY, NEW YORK

135.068

MAP DATE JUNE 2009

9. **Putnam Ave and Riverdale Ave** The tax map indicates that this property is not part of the right of way. However, it does not indicate a SBL number. Someone appears to own this, but I'm not sure who. There are no village owned properties nearby so I suspect this is privately owned. Because of this issue I removed this from the list.






Welcome
LEFT LANE
MUST
TURN LEFT

E795000
N724500
E795000
N726000
GREENWICH, CONNECTICUT
AVENUE
MADISON AVENUE
RIVERDALE AVENUE
PUTNAM AVENUE
MAIN STREET
RIVER ROAD
NORTH STREET
P/O 136.56-1-49
P/O 136.56-1-50
1
2
5
7

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SECTION LINE/BLOCK LIMIT		STREAM OR RIVER		DEED ACREAGE	7.5 A
VILLAGE LINE		DENOTES COMMON OWNER	7	SCALED DIMENSION	300 S
TOWN LINE		TAX MAP BLOCK No.	5	DEED DIMENSION	301.5
COUNTY LINE		COORDINATE LOCATOR	•		

136.055	136.056		
136.063			
136.071	136.072		

SHEET INDEX

N

GRAPHIC SCALE
50 0 50
1" = 50'

DATUM = STATE PLANE NAD83E IN FEET

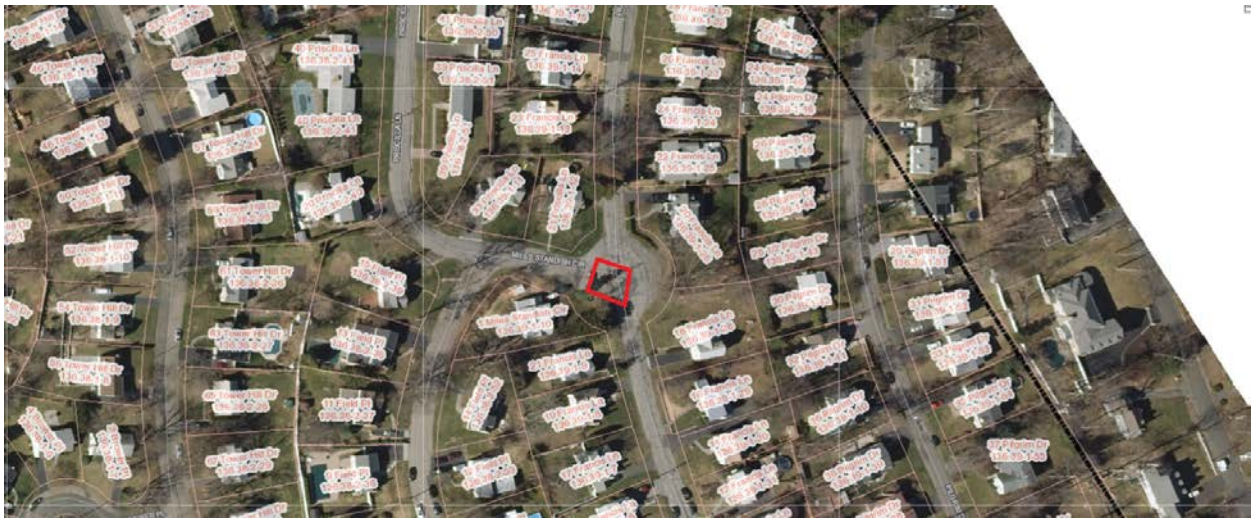
TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.064

MAP DATE JUNE 2009

10. **Miles Standish Cir** This location is in the village right of way, as I discovered from the tax map. Unlike other circles, it is not a cul-de-sac, and there is local traffic that passes. I think this is an ideal candidate for beautification. Someone already maintains some plantings here and we should confirm that it is DPW.






Miles Standish



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SECTION LINE/BLOCK LIMIT		STREAM OR RIVER		DEED ACREAGE	7.5 A
VILLAGE LINE		DENOTES COMMON OWNER	7 / 5	SCALED DIMENSION	300 S
TOWN LINE		TAX MAP BLOCK No.		DEED DIMENSION	301.5
COUNTY LINE		COORDINATE LOCATOR	•		

SHEET INDEX

136.030	136.031	
136.038		
136.046	136.047	

N

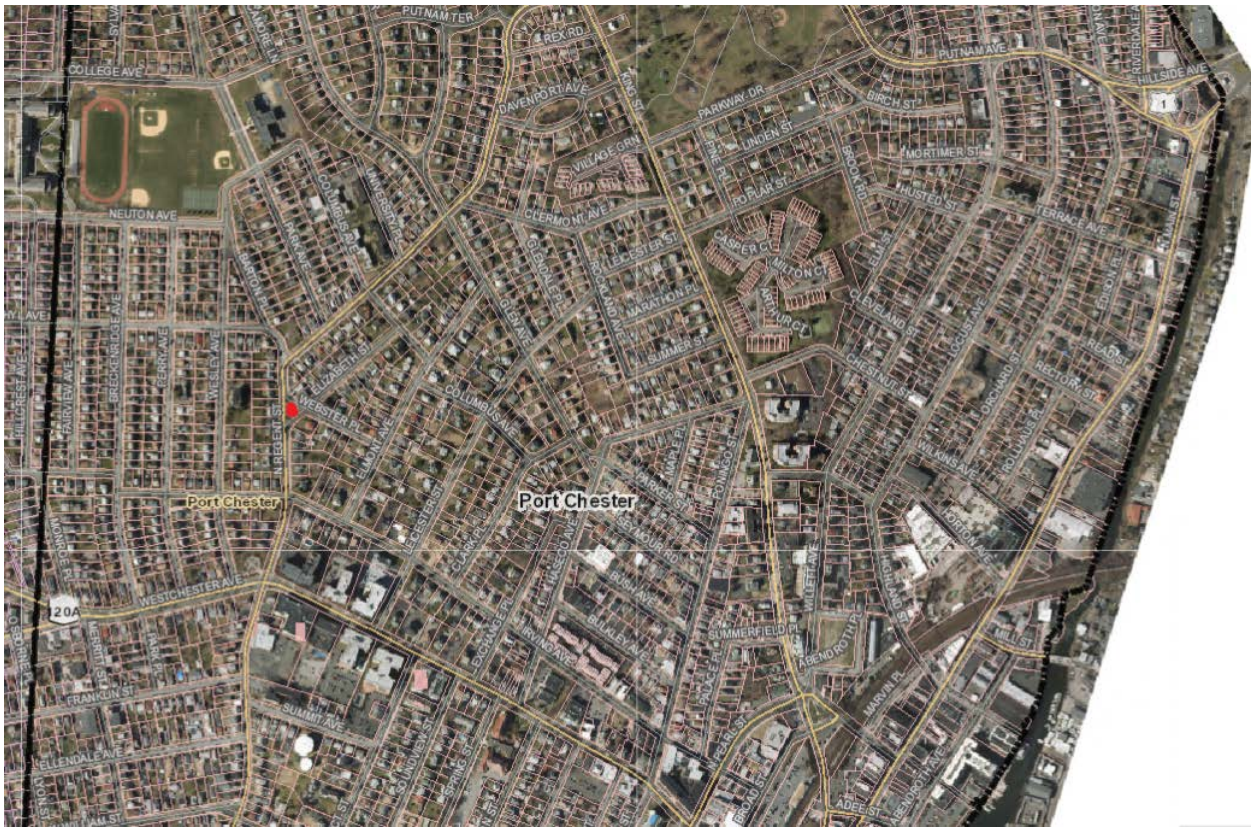
GRAPHIC SCALE
50 0 50
1" = 50'

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
DATUM = STATE PLANE NAD83E IN FEET

136.039

MAP DATE JUNE 2009

11. **N. Regent St and Elizabeth St** This is the location where the Del Bianco Memorial sits. From reviewing the tax map it is unclear who owns this land. It does not appear to be part of the right of way, and there is no village owned land adjacent to connect it to. Because of the unknown ownership, I removed this from the list. According to Lou, John Zicca maintains some plantings here.







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VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 7 / S		

SHEET INDEX

135.068	136.061	136.062
135.076		136.070
135.084	136.077	136.078

GRAPHIC SCALE
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.069

MAP DATE JUNE 2009

12. **Westchester Ave and Hawthorne St** This was on Lou's list, but it actually is in Ryebrook. I excluded it for that reason. (would have been a good one though)



13. **Greyrock Rd and Laurel Dr** According to the Tax Map, this property is in the right of way. It is however in a low traffic area, somewhat of a cul-de-sac. I think beautification efforts here would not have as much community impact as in other locations. (however if a local wants to take it on we should not stop them.) For that reason, I excluded it.









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TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR		

SHEET INDEX

142.053	142.054	142.055
142.061		142.063
	142.070	142.071

N

GRAPHIC SCALE
50 0 50
1" = 50'

DATUM = STATE PLANE NAD83E IN FEET

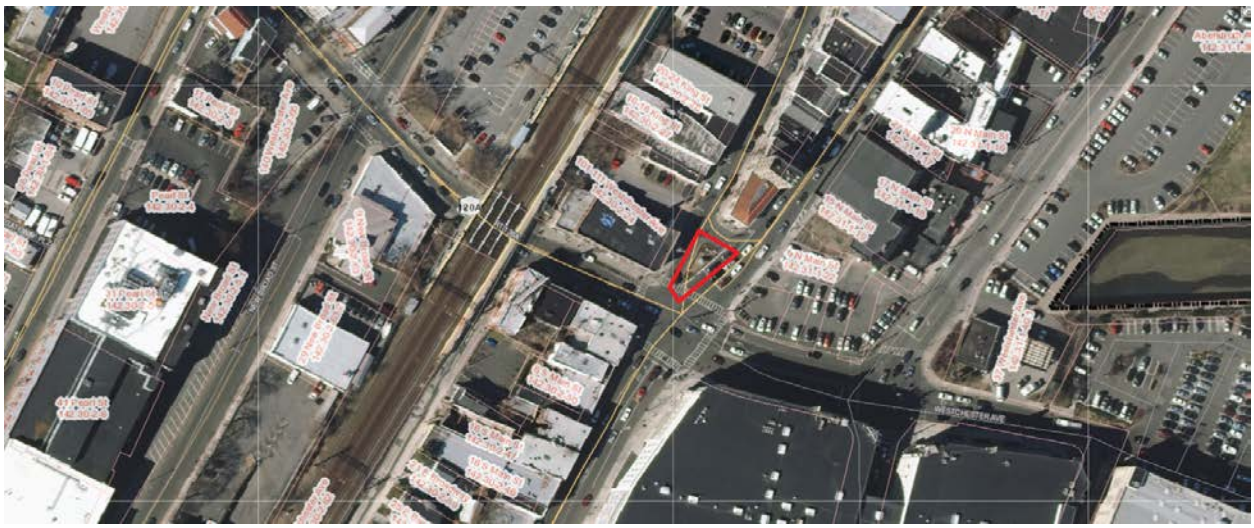
TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

142.062

MAP DATE JUNE 2009

14. **Liberty Square** According to the Tax Maps, this is in the Village Right of way. It is an essential island in Port Chester to keep beautified. I think it is a bit too important to the identity of the village to allow it to be part of this program. There is some space we should be keeping up ourselves. DPW already does a good job with plantings here. It could probably use some more seasonal plantings, but I have excluded it because of the above mentioned reasons.









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COUNTY LINE	COORDINATE LOCATOR		

SHEET INDEX

142.021	142.022	142.023
142.029		142.031
142.037	142.038	142.039

GRAPHIC SCALE
1" = 50'
50 0 50

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
DATUM = STATE PLANE NAD83E IN FEET

142.030

MAP DATE JUNE 2009

15. **Pearl St. And Post Rd.** This location is a park. The parks commission would add a complicated layer to beautifying this area through this program. For that reason I have excluded it.







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SHEET INDEX

142.029	142.030	142.031
142.037		142.039
142.045	142.046	142.047

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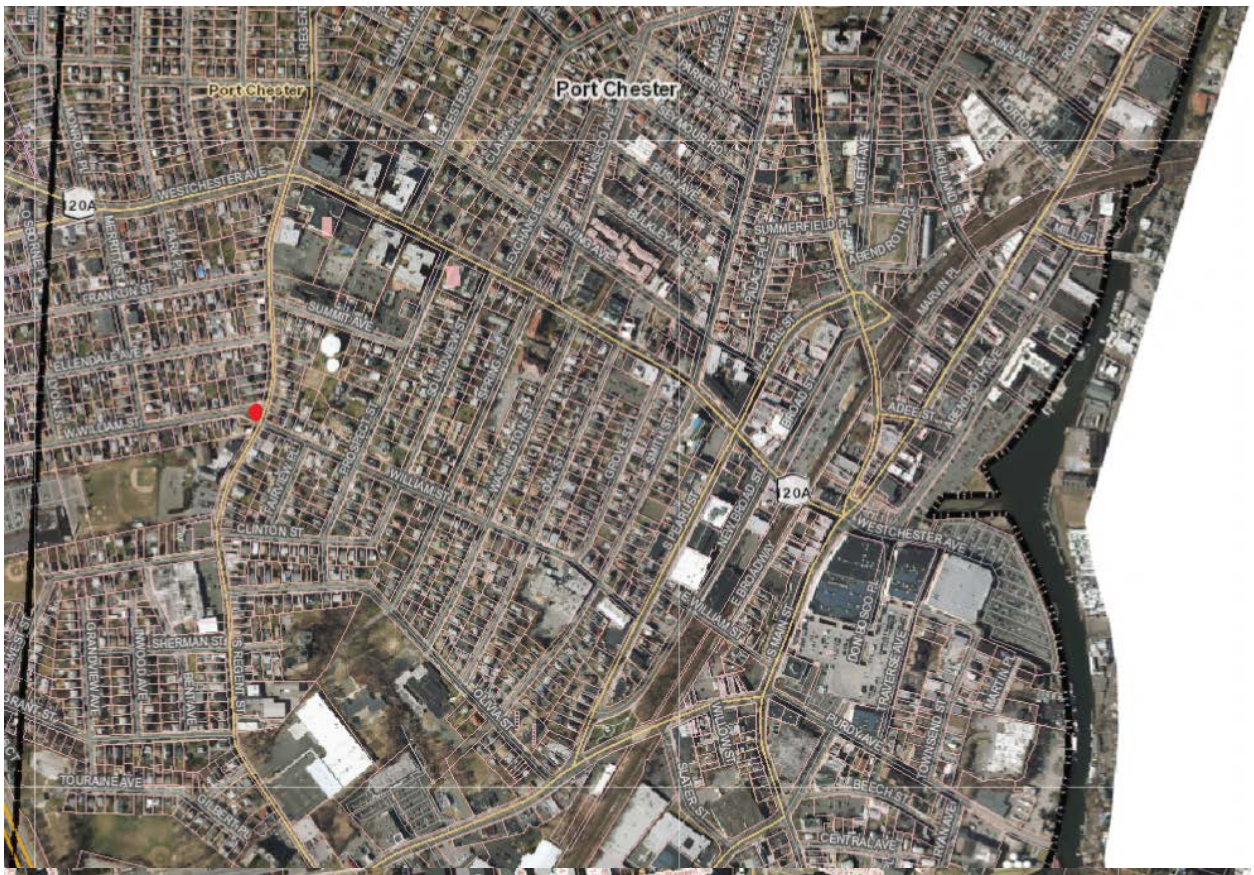
GRAPHIC SCALE
0 50 100
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

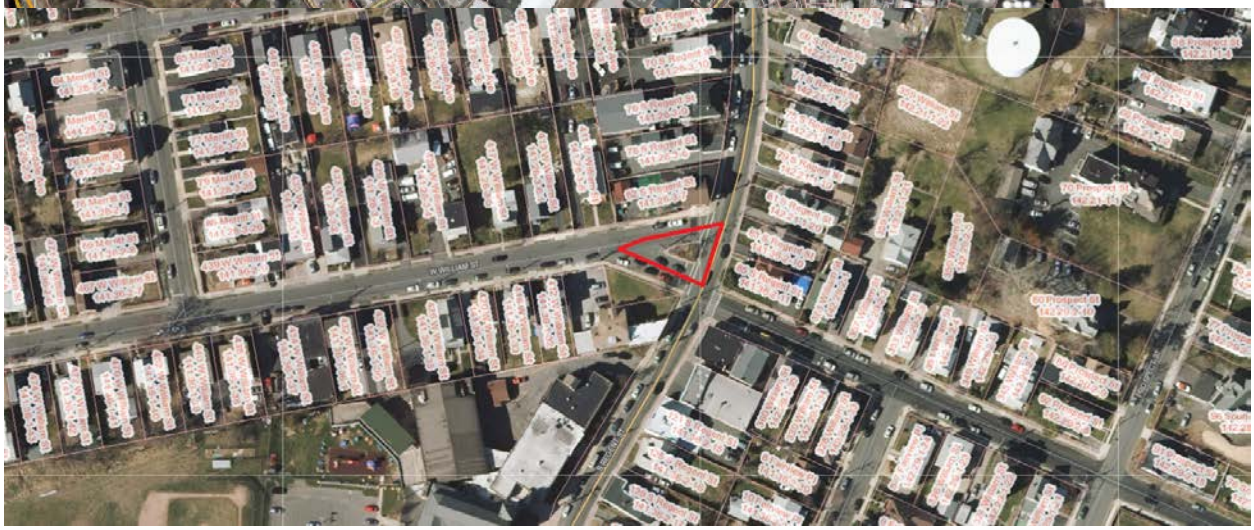
TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

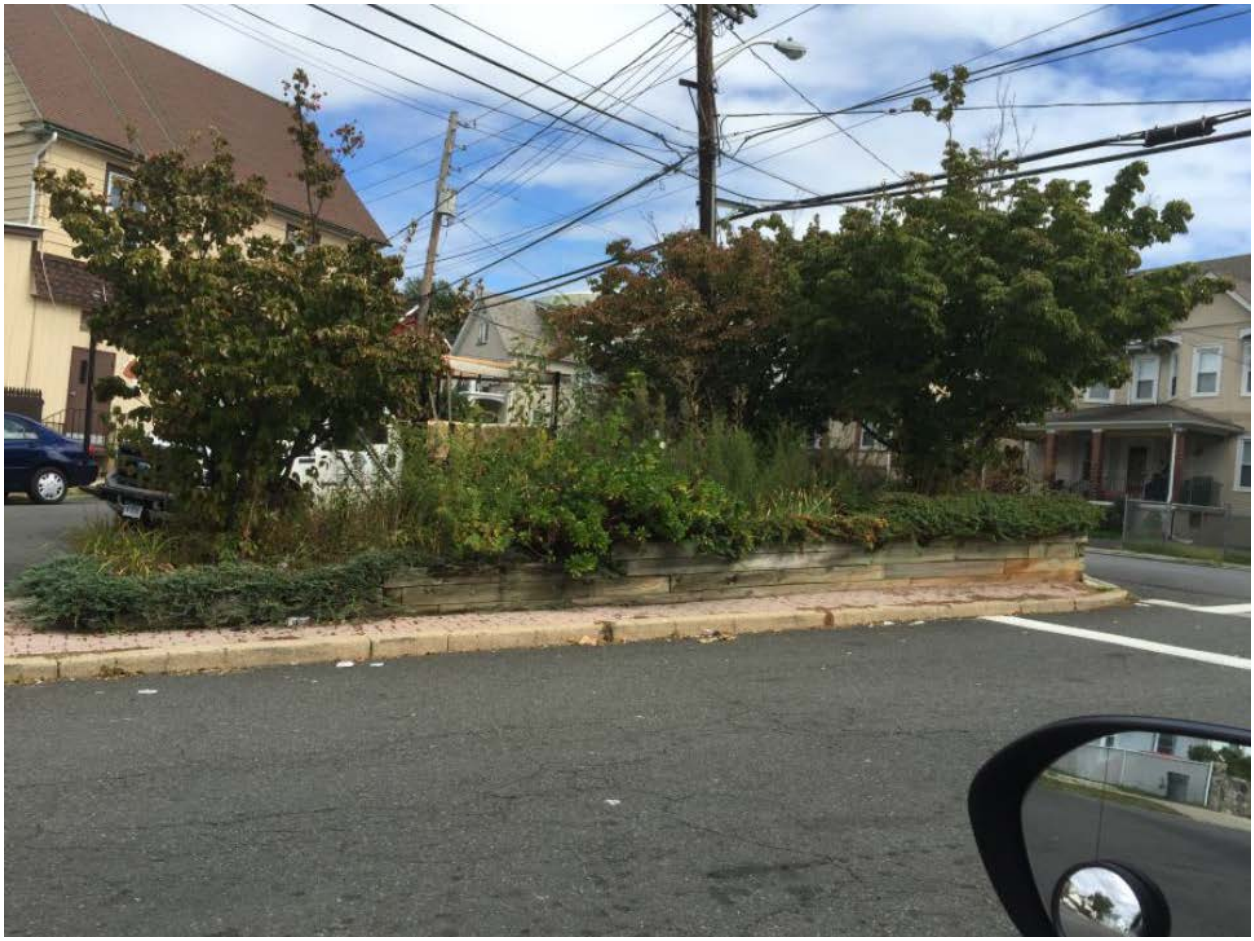
142.038

MAP DATE MAY 2010

16. **S. Regent St and W. William St** According to the Tax Map, this property is in the right of way. I think it is ideal for beautification. Someone is already maintaining some plantings here. We should verify that it is DPW.









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COUNTY LINE	COORDINATE LOCATOR 7/5		

SHEET INDEX

141.028	142.021	
	142.029	
141.044	142.031	

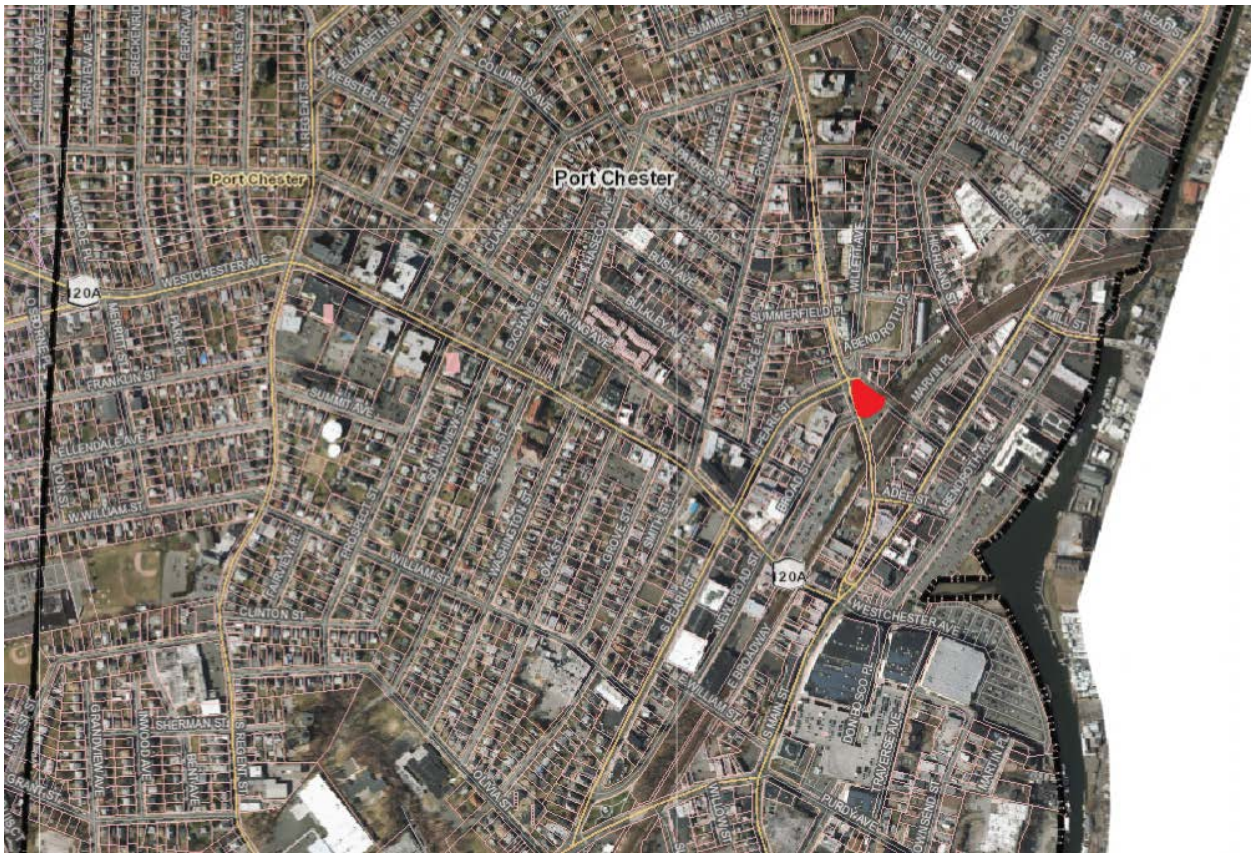
N

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
50 0 50
GRAPHIC SCALE
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

141.036

MAP DATE JUNE 2009

17. **Summerfield Park** This is widely considered a park, but from reviewing the tax map, it actually appears to be a part of the right of way. I think the memorials on this island and the island itself are a bit too important of a asset and identifying marker of the village to allow someone else to take it over. DPW already maintains some plantings here, and I think any cooperation here with the Adopt and Island program would require coordination to at least verify jurisdiction with the Parks Commission. For the above reasons, I excluded it.









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COUNTY LINE		COORDINATE LOCATOR	•		

SHEET INDEX

136.078	136.079	136.080
142.022		
142.030	142.031	

GRAPHIC SCALE
1" = 50'
50 0 50

DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

142.023

MAP DATE JUNE 2009

Because of the Islands that I recommended we not use, there is a large disparity in the areas of the village that have Islands available. I decided I should throw in a few other recommendations in order to provide a bit more variety. Starting in this section, there is a discussion of those areas I reccoemend.



Starting here you will find the additions I proposed

Chris's Additions

No.	Name	Type	Size	SBL	Status	Sq Footage
1	Glen Ave and Haseco Ave	Triangle	Medium	NA	*RoW	1350
2	South End Parking Lot Island	Strip between road and lot	Large	142.46-1-13	*VP	4500
3	Shoppers Lot Island Adee	Strip between road and lot	Small	142.23-1-50	VP	900
4	Shoppers Lot Island Willett	Strip between road and lot	Small	142.23-1-50	VP	450
5	S. Regent and West William Corner	Village Owned Parcel	Medium	141.36-1-31	VP	2000
6	Grace Church st and Cottage St	Strip between road and lot		142.62-1-28	VP	1500

* RoW - In the Right of Way

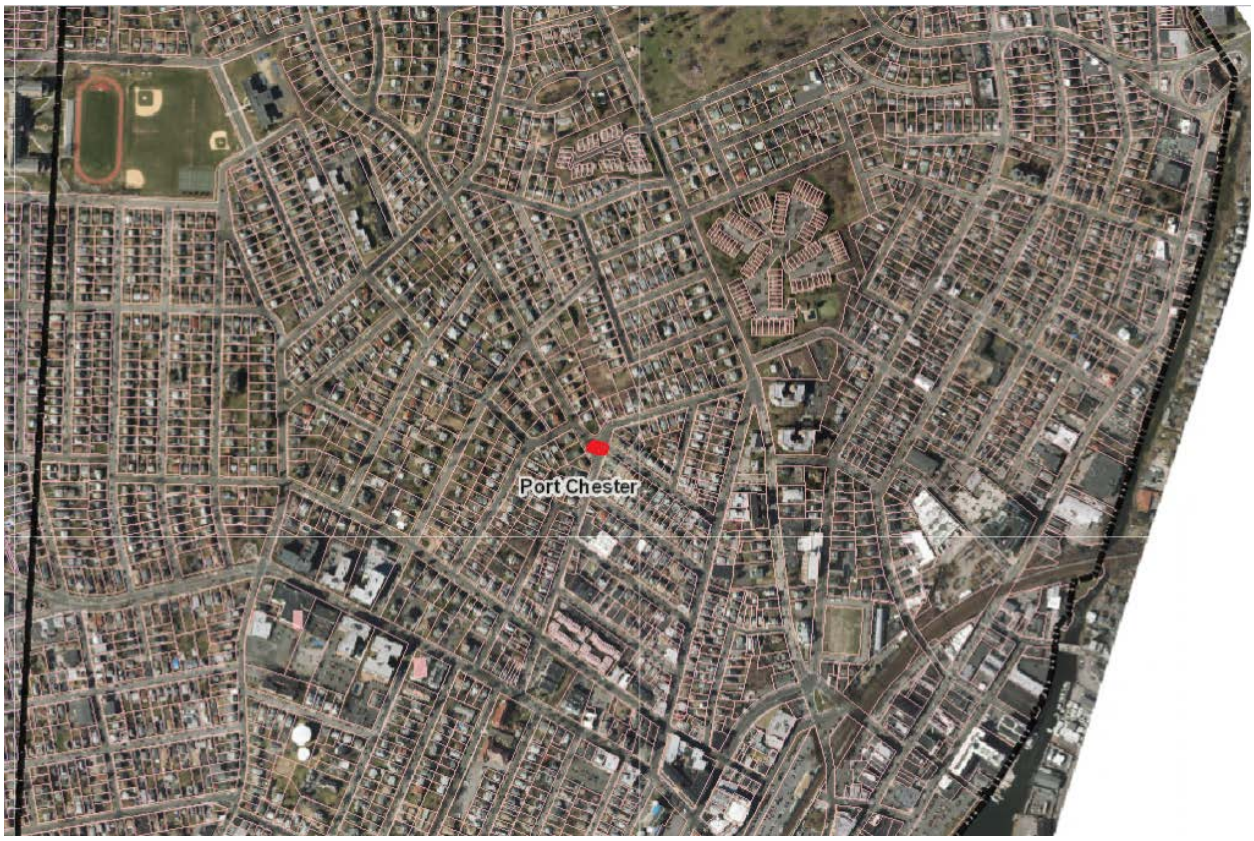
* VP - Village owned property

The one in red was disqualified after vetting.

Map of Chris's Locations overlaid with the vetted locations from Lou.



1. **Glen Ave and Haseco Ave** This Island is not in the right of way according to the village tax map. It would otherwise be a perfect candidate for beautification. It features a bust of Cuban hero Jose Marti, and a plaque dedicated to a former Cuban community activist. Someone is already maintaining some plantings here. It should be verified that is it DPW. It will require ownership investigation prior to being instated on this list.






Glen Ave



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MAP CONVERTED TO DIGITAL TAXMAP FORMAT AUGUST 2004 BY

REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE	STATE LINE	TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.	RIGHT OF WAY	CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT	STREAM OR RIVER	DEED ACREAGE	7.5 A
VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR		

SHEET INDEX

136.069	136.070	136.071
136.077		136.079
142.021	142.022	142.023

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

136.078

GRAPHIC SCALE
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

MAP DATE JUNE 2009

2. **South End Parking Lot** This property is Village owned. It is adjacent to the South End Firehouse. I would not propose anyone maintaining the lawn of the firehouse, but this island extends to the North and appears to be more a part of the Lot than the Firehouse. It is at a very visible intersection and is ideal for beautification.




21 Grace Church
142.36-2-33
70 Purdy Ave
142.39-1-1
10 Midland Ave
142.46-1-9
Beech St
142.46-1-5


Beech St

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REVISION TABLE

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SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE	STATE LINE	TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.	RIGHT OF WAY	CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT	STREAM OR RIVER	DEED ACREAGE	7.5 A
VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR		

SHEET INDEX

142.037	142.038	142.039
142.045		142.047
142.053	142.054	142.055

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
GRAPHIC SCALE
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

142.046

MAP DATE JUNE 2009

Property Description Report For: 51-53 Grace Church St, Municipality of Village of Port Chester



Total Acreage/Size:	0.53
Land Assessment:	2016 - $297,600
Full Market Value:	2016 - $1,922,500
Equalization Rate:	----
Deed Book:	12215
Grid East:	722750

Status:	Active
Roll Section:	Wholly Exem
Swis:	554801
Tax Map ID #:	142.46-1-13
Property Class:	662 - Police/fire
Site:	COM 1
In Ag. District:	No
Site Property Class:	662 - Police/fire
Zoning Code:	08
Neighborhood Code:	00099
School District:	Port Chester-Rye
Total Assessment:	2016 - $1,922,500
Property Desc:	
Deed Page:	117
Grid North:	788847

Owners

Village of Port Chester
Suite 220 - 2nd Fl
222 Grace Church St
Port Chester NY 10573

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
11/12/1998	$305,000	483 - Converted Res	Land & Building	COVIELLO, VERONICA M.	Yes	Yes	No	12215/117

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	2006	**Overall Condition:**	0
Overall Grade:		**Overall Desirability:**	0

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	0	Unfinished	2006	Normal	Average+	11395	2

Site Uses

Use	Rentable Area (sqft)	Total Units

Improvements

Structure	Size	Grade	Condition	Year
Porch-coverd	415.00 sq ft	Excellent	Normal	2001

Land Types

Type	Size
Primary	23,016.00 sq ft

Special Districts for 2016

Description	Units	Percent	Value
CS482-P c sewer	0	0%	$1,922,500
SW481-Solid waste	0	0%	$0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2016	VILLAG	$1,922,500	0	1999		Y		0

3. **Shoppers Lot Adee St** This property is Village Owned. It is a very visible location and the village plantings here are minimal and not very green. It is ideal for planting.






ADEE ST


King St



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REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE		STATE LINE		TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.		RIGHT OF WAY		CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT		STREAM OR RIVER		DEED ACREAGE	7.5 A
VILLAGE LINE		DENOTES COMMON OWNER		SCALED DIMENSION	300 S
TOWN LINE		TAX MAP BLOCK No.	7 / 5	DEED DIMENSION	301.5
COUNTY LINE		COORDINATE LOCATOR	•		

SHEET INDEX

136.078	136.079	136.080
142.022		
142.030	142.031	

GRAPHIC SCALE
1" = 50'
50 0 50

DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

142.023

MAP DATE JUNE 2009

Property Description Report For: Willett Ave/King St., Municipality of Village of Port Chester

No Photo Available

		Status:	Active
		Roll Section:	Wholly Exem
		Swis:	554801
		Tax Map ID #:	142.23-1-50
		Property Class:	653 - Govt pk lot
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	653 - Govt pk lot
		Zoning Code:	08
		Neighborhood Code:	00099
Total Acreage/Size:	0.65	**School District:**	Port Chester-Rye
Land Assessment:	2016 - $363,500	**Total Assessment:**	2016 - $363,500
Full Market Value:	2016 - $363,500		
Equalization Rate:	----	**Property Desc:**	
Deed Book:		**Deed Page:**	
Grid East:	723203	**Grid North:**	791223

Area

Living Area:	0 sq. ft.	**First Story Area:**	0 sq. ft.
Second Story Area:	0 sq. ft.	**Half Story Area:**	0 sq. ft.
Additional Story Area:	0 sq. ft.	**3/4 Story Area:**	0 sq. ft.
Finished Basement:	0 sq. ft.	**Number of Stories:**	
Finished Rec Room	0 sq. ft.	**Finished Area Over Garage**	0 sq. ft.

Structure

Building Style:	0	**Bathrooms (Full - Half):**	0 - 0
Bedrooms:	0	**Kitchens:**	0
Fireplaces:	0	**Basement Type:**	0
Porch Type:	0	**Porch Area:**	0.00
Basement Garage Cap:	0	**Attached Garage Cap:**	0.00 sq. ft.
Overall Condition:	0	**Overall Grade:**	
Year Built:			

Owners

Village of Port Chester
Suite 220 - 2nd Fl
222 Grace Church St
Port Chester NY 10573

Sales

No Sales Information Available

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec	**Heat Type:**	0
Fuel Type:	0	**Central Air:**	No

Improvements

Structure	Size	Grade	Condition	Year

Land Types

Type	Size
Primary	29,577.00 sq ft

Special Districts for 2016

Description	Units	Percent	Value
CS482-P c sewer	0	0%	$363,500

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2016	VILLAG OWN	$363,500	0	2002		Y		0

Taxes

Year	Description	Amount

***Taxes reflect exemptions, but may not include recent changes in assessment.**

4. **Shoppers Lot Willet Ave** This property is Village Owned.









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REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE		STATE LINE		TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.		RIGHT OF WAY		CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT		STREAM OR RIVER		DEED ACREAGE	7.5 A
VILLAGE LINE		DENOTES COMMON OWNER		SCALED DIMENSION	300 S
TOWN LINE		TAX MAP BLOCK No.	7 / 5	DEED DIMENSION	301.5
COUNTY LINE		COORDINATE LOCATOR	•		

SHEET INDEX

136.078	136.079	136.080
142.022		
142.030	142.031	

GRAPHIC SCALE
1" = 50'
50 0 50

DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

142.023

MAP DATE JUNE 2009

Property Description Report For: Willett Ave/King St., Municipality of Village of Port Chester

No Photo Available

		Status:	Active
		Roll Section:	Wholly Exem
		Swis:	554801
		Tax Map ID #:	142.23-1-50
		Property Class:	653 - Govt pk lot
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	653 - Govt pk lot
		Zoning Code:	08
		Neighborhood Code:	00099
Total Acreage/Size:	0.65	**School District:**	Port Chester-Rye
Land Assessment:	2016 - $363,500	**Total Assessment:**	2016 - $363,500
Full Market Value:	2016 - $363,500		
Equalization Rate:	----	**Property Desc:**	
Deed Book:		**Deed Page:**	
Grid East:	723203	**Grid North:**	791223

Area

Living Area:	0 sq. ft.	**First Story Area:**	0 sq. ft.
Second Story Area:	0 sq. ft.	**Half Story Area:**	0 sq. ft.
Additional Story Area:	0 sq. ft.	**3/4 Story Area:**	0 sq. ft.
Finished Basement:	0 sq. ft.	**Number of Stories:**	
Finished Rec Room	0 sq. ft.	**Finished Area Over Garage**	0 sq. ft.

Structure

Building Style:	0	**Bathrooms (Full - Half):**	0 - 0
Bedrooms:	0	**Kitchens:**	0
Fireplaces:	0	**Basement Type:**	0
Porch Type:	0	**Porch Area:**	0.00
Basement Garage Cap:	0	**Attached Garage Cap:**	0.00 sq. ft.
Overall Condition:	0	**Overall Grade:**	
Year Built:			

Owners

Village of Port Chester
Suite 220 - 2nd Fl
222 Grace Church St
Port Chester NY 10573

Sales

No Sales Information Available

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec	**Heat Type:**	0
Fuel Type:	0	**Central Air:**	No

Improvements

Structure	Size	Grade	Condition	Year

Land Types

Type	Size
Primary	29,577.00 sq ft

Special Districts for 2016

Description	Units	Percent	Value
CS482-P c sewer	0	0%	$363,500

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2016	VILLAG OWN	$363,500	0	2002		Y		0

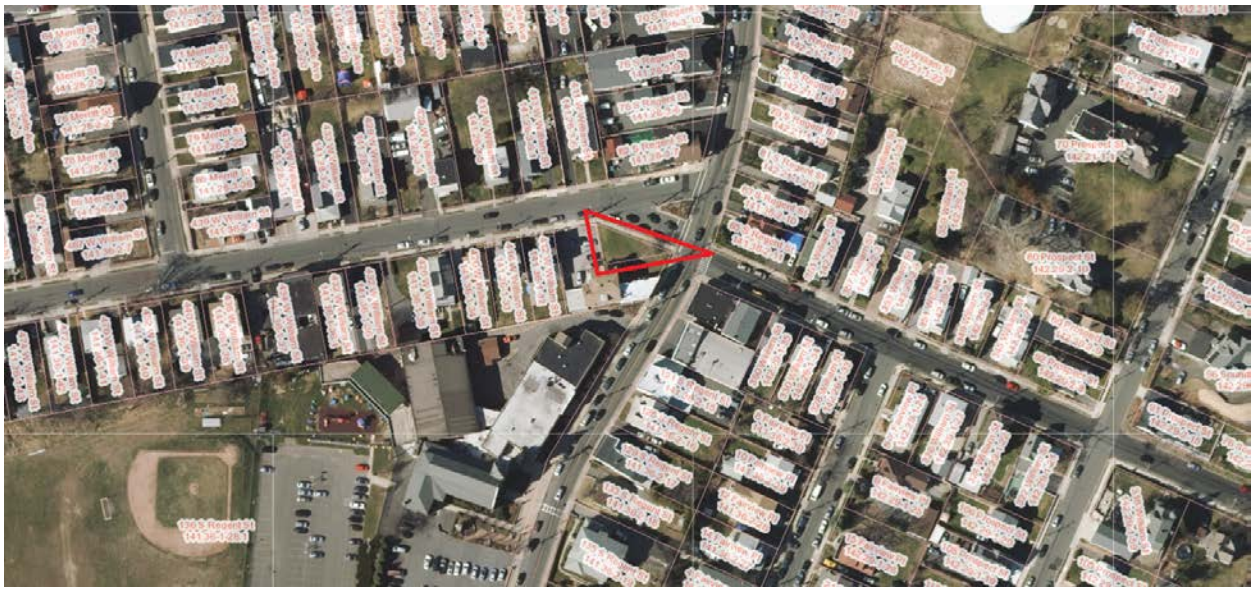
Taxes

Year	Description	Amount

***Taxes reflect exemptions, but may not include recent changes in assessment.**

5. **S. Regent and W. William St Corner** This triangle of land is Village Owned and is currently just Lawn. It is highly visible in an Important Intersection. It is ideal for beautification.






S Regent St
William St



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REVISION TABLE

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REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE	STATE LINE	TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.	RIGHT OF WAY	CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT	STREAM OR RIVER	DEED ACREAGE	7.5 A
VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR 7/5		

SHEET INDEX

141.028	142.021	
	142.029	
141.044	142.031	

N

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK
50 0 50
GRAPHIC SCALE
1" = 50'
DATUM = STATE PLANE NAD83E IN FEET

141.036

MAP DATE JUNE 2009

Property Description Report For: S. Regent St, Municipality of Village of Port Chester



		Status:	Active
		Roll Section:	Wholly Exem
		Swis:	554801
		Tax Map ID #:	141.36-1-31
		Property Class:	330 - Vacant comm
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	330 - Vacant comm
		Zoning Code:	05
		Neighborhood Code:	00099
Total Acreage/Size:	0.05	**School District:**	Port Chester-Rye
Land Assessment:	2016 - $151,800	**Total Assessment:**	2016 - $151,800
Full Market Value:	2016 - $151,800		
Equalization Rate:	----	**Property Desc:**	
Deed Book:		**Deed Page:**	
Grid East:	719818	**Grid North:**	790922

Area

Living Area:	0 sq. ft.	**First Story Area:**	0 sq. ft.
Second Story Area:	0 sq. ft.	**Half Story Area:**	0 sq. ft.
Additional Story Area:	0 sq. ft.	**3/4 Story Area:**	0 sq. ft.
Finished Basement:	0 sq. ft.	**Number of Stories:**	0
Finished Rec Room	0 sq. ft.	**Finished Area Over Garage**	0 sq. ft.

Structure

Building Style:	0	**Bathrooms (Full - Half):**	0 - 0
Bedrooms:	0	**Kitchens:**	0
Fireplaces:	0	**Basement Type:**	0
Porch Type:	0	**Porch Area:**	0.00
Basement Garage Cap:	0	**Attached Garage Cap:**	0.00 sq. ft.
Overall Condition:	0	**Overall Grade:**	
Year Built:			

Owners

Village of Port Chester
Suite 220 - 2nd Fl
222 Grace Church St
Port Chester NY 10573

Sales

No Sales Information Available

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec	**Heat Type:**	0
Fuel Type:	0	**Central Air:**	No

Improvements

Structure	Size	Grade	Condition	Year

Land Types

Type	Size

Special Districts for 2016

Description	Units	Percent	Value
CS482-P c sewer	0	0%	$151,800
SW481-Solid waste	0	0%	$0

Exemptions

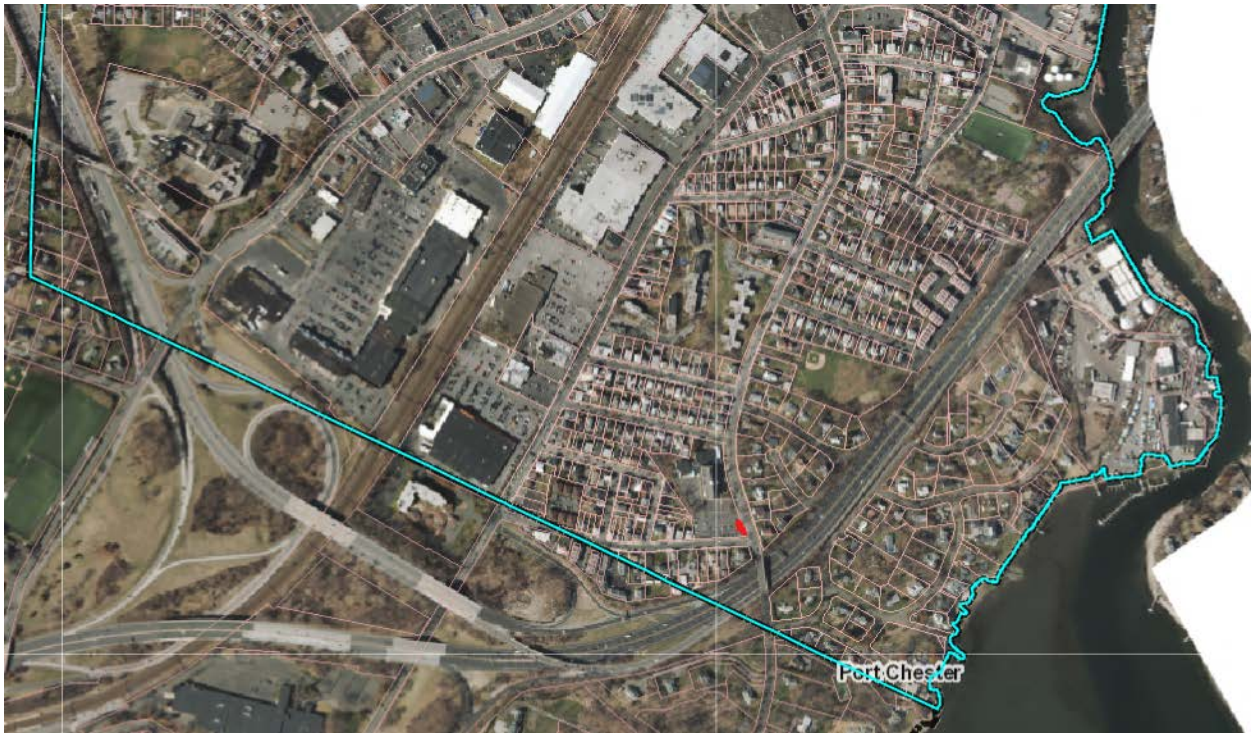
Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2016	VILLAG OWN	$151,800	0	2009		Y		0

Taxes

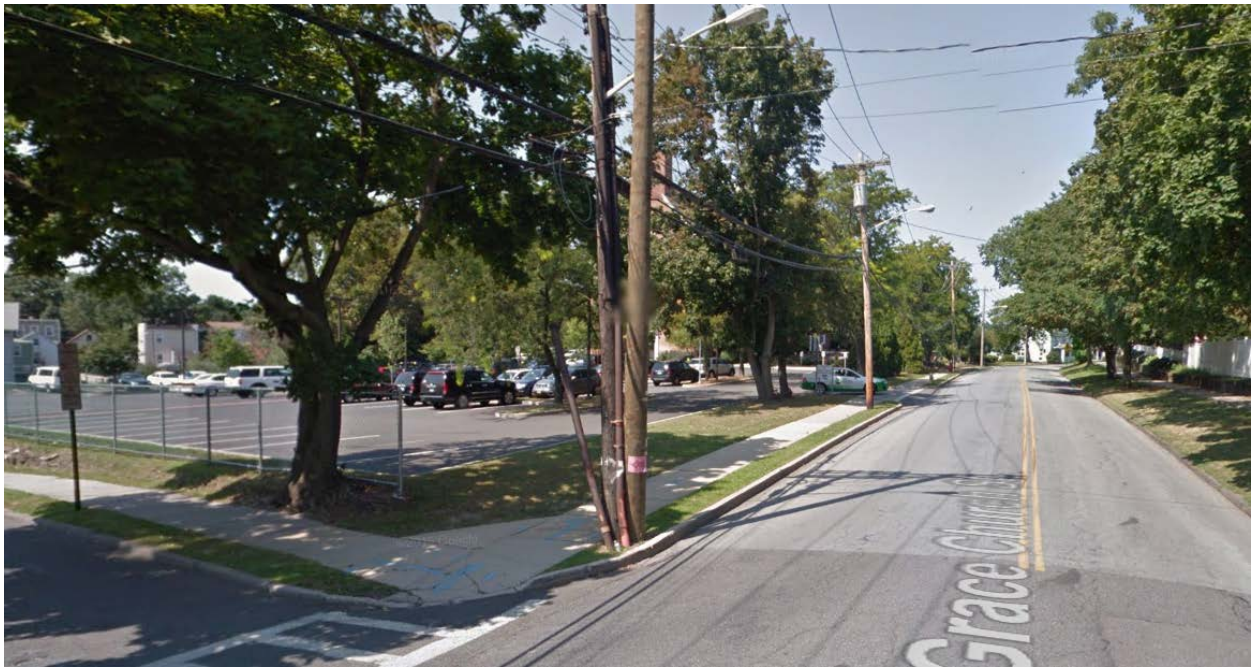
Year	Description	Amount

***Taxes reflect exemptions, but may not include recent changes in assessment.**

6. **Grace Church St and Cottage St** This property is in a fairly major intersection and a gateway to the Village. It is therefore ideal for beautification.






Grace



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REVISION TABLE

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SPECIAL DISTRICTS

SCHOOL:	FIRE:
SEWER:	LIGHT:
WATER:	REFUSE:

LEGEND

PROPERTY LINE	STATE LINE	TAX MAP PARCEL No.	116.00-1-11
ROAD OR RAIL ROAD BNDY.	RIGHT OF WAY	CALCULATED ACREAGE	7.5 AC.
SECTION LINE/BLOCK LIMIT	STREAM OR RIVER	DEED ACREAGE	7.5 A
VILLAGE LINE	DENOTES COMMON OWNER	SCALED DIMENSION	300 S
TOWN LINE	TAX MAP BLOCK No.	DEED DIMENSION	301.5
COUNTY LINE	COORDINATE LOCATOR		

SHEET INDEX

142.053	142.054	142.055
142.061		142.063
	142.070	142.071

N

GRAPHIC SCALE
50 0 50
1" = 50'

DATUM = STATE PLANE NAD83E IN FEET

TAX MAP
TOWN OF RYE-VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

142.062

MAP DATE JUNE 2009

Property Description Report For: 220-222 Grace Church St, Municipality of Village of Port Chester



Total Acreage/Size:	3.12
Land Assessment:	2016 - $1,215,600
Full Market Value:	2016 - $8,373,300
Equalization Rate:	----
Deed Book:	44068
Grid East:	721999

Status:	Active
Roll Section:	Taxable
Swis:	554801
Tax Map ID #:	142.62-1-28
Property Class:	652 - Govt bldgs
Site:	COM 1
In Ag. District:	No
Site Property Class:	652 - Govt bldgs
Zoning Code:	05
Neighborhood Code:	00099
School District:	Port Chester-Rye
Total Assessment:	2016 - $8,373,300
Property Desc:	
Deed Page:	897
Grid North:	786537

Owners

Village of Port Chester
Suite 220 - 2nd Fl
222 Grace Church St
Port Chester NY 10573

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
10/1/2003	$6,500,000	465 - Prof. bldg.	Land & Building	Village of Port Chester	Yes	No	No	44068/897

Utilities

Sewer Type:	Comm/public	**Water Supply:**	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	1987	**Overall Condition:**	0
Overall Grade:		**Overall Desirability:**	0

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	2	Partial fin	1987	Normal	Average+	42476	2

Site Uses

Use	Rentable Area (sqft)	Total Units
Walk-up apt	0	0

Improvements

Structure	Size	Grade	Condition	Year

Land Types

Type	Size
Primary	135,960.00 sq ft

Special Districts for 2016

Description	Units	Percent	Value
CS482-P c sewer	0	0%	$8,373,300
SW481-Solid waste	0	0%	$2,177,058

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %

2016	VILLAG OWN	$6,196,242	74	2004	Y	0

Taxes

Year	Description	Amount

***Taxes reflect exemptions, but may not include recent changes in assessment.**

Reccomended Islands for Adoption

No.	Name	Type	Size	SBL	Status	Sq Footage
1	Browndale Pl and N. Regent St	Circle	Large	NA	*RoW	7000
2	Indian Rd and Glen Ave	Triangle	Medium	NA	RoW	2200
3	Glen Ave and Lafayette Dr	Triangle	Small	NA	RoW	950
4	Glen Ave and Puritan Dr	Triangle	Medium	NA	RoW	1200
5	Puritan Rd and Indian Rd	Triangle	Small	NA	RoW	900
6	Barton Pl and Wesley Ave	Median Strip	Medium	NA	Row	1050
7	Miles Standish Cir	Circle	Small	NA	RoW	30
8	S. Regent St and W. William St	Triangle	Small	NA	RoW	800
9	South End Parking Lot Island	Strip between road and lot	Large	142.46-1-13	*VP	4500
10	Shoppers Lot Island Adee	Strip between road and lot	Small	142.23-1-50	VP	900
11	Shoppers Lot Island Willett	Strip between road and lot	Small	142.23-1-50	VP	450
12	S. Regent and West William Corner	Village Owned Parcel	Medium	141.36-1-31	VP	2000
13	Grace Church st and Cottage St	Strip between road and lot	Medium	142.62-1-28	VP	1500

* RoW - In the Right of Way

* VP - Village owned property

DISC - 06
BOT 11-07-2016

MOBILITY AND PARKING MANAGEMENT STUDY
Status Update – October 31, 2016

Contracts between the Village of Port Chester (the Village)/Port Chester Industrial Development Agency (PCIDA) and the RBA Group (the Consultant) were signed on September 21, 2016.

Task 1: Project Initiation

Percent Complete: 80%

No activity this period. Based upon existing knowledge of the community and on-going conversations between the RBA Group and Village/PCIDA staff, a kick-off meeting was foregone so that the Consultant could begin data collection (Task 2). The Consultant and Village staff continue to refine project goals, the project scope, and the overall schedule.

Task 2: Background and Data Collection

Percent Complete: 50%

Task 2.1: Plan Review
Additional Studies received and under review.
Plans and documents associated with the G&S properties' parking and development have been reviewed and assessed. Village Zoning Code is being reviewed, along with other Transportation and Planning studies.

Task 2.2: Mobility and Parking Inventory
Existing Conditions continues to be identified and summarized. Site visit was conducted October 18, 2016 to observe existing traffic conditions, physical condition, lane assignments, and signal timings.

Task 2.3: Parking Utilization
Detailed data collection was conducted Wednesday, 10/26, and data is being summarized. Field data collection planned for week of October 24th. Observations and assessment of parking demands has been conducted for evening demands impacted by Capitol Theatre events. Spot checks of parking demands have been made during field visits, including G&S Parking Garage.

Task 2.4: Mobility Demand
Detailed traffic data collection was conducted for the week, including ATR's and miovision counts.
Field data collection planned for week of October 24th.

Task 3: Input from Stakeholders

Percent Complete: 15%

No activity this period.
Preliminary meeting and interview, along with study area tour was conducted with the Village Police Department (Sergeant Martello), and Village Traffic Commission (Joseph Gianfrancesco) on October 18, 2016.

Coordination with the Village continues to identify and organized stakeholders for future meetings, interviews, and site visits.

Task 4: Regulatory Analysis of Parking Requirements

Percent Complete: 0%

No activity was performed for Task 4 during this reporting period.

Task 5: Identification of Future Needs

Task 5.1: Current and Future Mobility and Parking Demands

Task 5.2: Suggested New, Additional, or Supplementary Facilities or Services

Percent Complete: 0%

No activity was performed for Task 5 during this reporting period.

Task 6: Mobility and Parking Management Strategies

Percent Complete: 0%

No activity was performed for Task 6 during this reporting period.

Task 7: Wayfinding Plan

Percent Complete: 0%

No activity was performed for Task 7 during this reporting period.

Task 8: Complete Streets

Percent Complete: 0%

No activity was performed for Task 8 during this reporting period.

Task 9: Mobility and Parking Management Recommended Plan of Action

Task 9.1: Draft Mobility and Parking Management Recommended Plan of Action

Task 9.2: Recommended Plan of Action

Percent Complete: 0%

No activity was performed for Task 9 during this reporting period.

VM - 01
BOT 11-07-2016

Village of Port Chester

Office of the Village Manager

MEMORANDUM

TO: Mayor and the Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: November 7th, 2016

RE: Updates

INITIATIVES/PRIORITIES:

- **Economic Development: 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. Staff is working with the Applicant to answer questions related to the construction of the building and its potential impact on the bulkhead and parking lot. The project appeared before the Planning Commission at its September meeting and scheduled for a public hearing at the Planning Commission on October 24, 2016. The Waterfront Commission found the project to be consistent with the LWRP at its October 27, 2016 meeting

- **Micro Alcohol Establishments**: Zoning text amendments to possibly permit non-bar, alcohol-related establishments within particular districts within the Village. The Board adopted the zoning at its September 19, 2016 meeting. Per Board direction, staff is investigating adding such uses to the MUR District and will report back to the Board.

- **Parking and Mobility Management Action Plan**: Contracts between the Village of Port Chester (the Village)/Port Chester Industrial Development Agency (PCIDA) and the RBA Group (the Consultant) were signed on September 21, 2016.

    - ***Task 1: Project Initiation:*** Percent Complete: 80%

      No activity this period. Based upon existing knowledge of the community and on-going conversations between the RBA Group and Village/PCIDA staff, a kick-off meeting was foregone so that the Consultant could begin data collection (Task 2). The Consultant and Village staff continue to refine project goals, the project scope, and the overall schedule.

    - ***Task 2: Background and Data Collection:*** Percent Complete: 50%

      Task 2.1: Plan Review
      Additional Studies received and under review. Plans and documents associated with the G&S properties' parking and development have been reviewed and assessed. Village Zoning Code is being reviewed, along with other Transportation and Planning studies.

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Detailed traffic data collection was conducted for the week, including ATR's and counts. Field data collection planned for week of October 24th.

- ***Task 3: Input from Stakeholders:*** Percent Complete: 15%

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- ***Task 4: Regulatory Analysis of Parking Requirements:*** Percent Complete: 0%

  No activity was performed for Task 4 during this reporting period.

- ***Task 5: Identification of Future Needs:*** Percent Complete: 0%

  No activity was performed for Task 5 during this reporting period.
  Task 5.1: Current and Future Mobility and Parking Demands
  Task 5.2: Suggested New, Additional, or Supplementary Facilities or Services

- ***Task 6: Mobility and Parking Management Strategies:*** Percent Complete: 0%

  No activity was performed for Task 6 during this reporting period.

- ***Task 7: Wayfinding Plan:*** Percent Complete: 0%

  No activity was performed for Task 7 during this reporting period.

- ***Task 8: Complete Streets:*** Percent Complete: 0%

  No activity was performed for Task 8 during this reporting period.

- ***Task 9: Mobility and Parking Management Recommended Plan of Action:*** Percent Complete: 0%

  No activity was performed for Task 9 during this reporting period.
  Task 9.1: Draft Mobility and Parking Management Recommended Plan of Action
  Task 9.2: Recommended Plan of Action

2) Opportunity Area #2:

- **Police and Court Facility**: The subcommittee had a conference call with representatives from NDC and STV. The discussion focused on the feasibility of the reduced project of just the police and court facility at the Irving and Poningo location and what such a proforma might look like. NDC provided two work sheets with the following discussion from Mr. Matthew B. Wexler, Director; National Development Council:

  "We are attaching two models – one for the Public Safety Building and another for the Village Hall.

  As you know, these are two fundamentally different buildings, initially programmed, designed and estimated for two different sites. The initial police and courts facility aka Public Safety Facility (Oct. 2015) was designed as a purely public facility, with the police areas hardened and prepared for 24/7 operations and certain building system redundancies (i.e. back-up generators). The program, design and cost estimating that our team conducted was based upon the North Main Street site, assuming new construction on the property adjacent to the existing police/courts building.

  The originally programmed and designed Village Hall (Oct. 2014) includes police, courts, municipal offices, as well other offices and retail. The building is significantly larger than the police/courts building and because the other uses in the building have lower construction costs, the cost per square foot in the Village Hall is lower overall. This building was designed, programmed and estimated for the site at Irving and Poningo.

  The model has two sheets – one for Public Safety and the other for the Village Hall. On each sheet we present the initial cost estimate based upon the initial program and design, and show a modification next to it.

  In the model we have taken the Public Safety Facility and modified it to increase its overall size. The McClaren reports suggests that the area of the police station should be larger than the STV program, and we have modified the proposed size from 43,644 square feet to 60,000 square feet. This larger number is simply based upon a modest increase in both police and courts areas – a more detailed program would be necessary, and a new site plan and floor plate design would be needed to more accurately revise the square footage for a Public Safety Building on the Irving/Poningo site.

  The Village Hall modification simply removes the 8,315 square feet of retail as well as the revenue generated by the retail leases. This change was based upon our last conference call in which there was discussion about removing the retail component from the building. The modification does not make any changes to the sizing of any other components of that building, including police, courts and municipal offices.

  These are both simplifications whose purpose is to show you the order of magnitude of the lease payments that the Village would have to pay in different scenarios. To get more accurate numbers, our team would need to re-visit program, design and cost estimating depending on which kind of building the Village decides to pursue.

  At this stage I encourage the Village Trustees and professional staff to consider the various revenue options it may have available whether those be changes in parking, the sale of real

estate such as the existing police/courts building and/or the building on Grace Church Street, or some other item(s). You may then apply these revenues against the cost of the various building that are being considered to arrive at a net cost to the Village.

The worksheets are relatively self-explanatory (See attached). In sum if we do not have rental income from the retail and office space the debt service (lease payment) becomes proportionally higher. Also the rough order of magnitude does not consider the revenues from the ultimate sale of 350 N. Main (approx. $1.8 million).

Further, the revenues gained by the sale of both buildings (350 N. Main & 222 Grace Church) is not realized (approx. $9.8 million). Further still, the savings gained by not having the maintenance of the two buildings is also not realized (about $500K).

3) Opportunity Area #3:

- **Bulkhead**: Boswell forwarded the 3 design options to the NYSDOS. NYSDOS had a conference call with staff and Boswell on September 21, 2016 and indicated that the third option (the Village's preferred option) would be the easiest to obtain permits for and provided additional suggestions. Next steps are:

    - Boswell is developing detailed design plans (60%) to submit to NYSDOS for review – anticipated by the end of December.
    - NYSDOS would then review/approve for permitting. NYSDOS then distributes to NYSDEC, Army Corps of Engineers, and Connecticut DEEP for permitting review/approval – They have a maximum of 6 months.
    - Boswell is currently working on the environmental component of the permitting in advance of that review cycle.

    Staff will continue to coordinate with Boswell in advancing the project.

- **Local Waterfront Revitalization Program** (LWRP): Staff is working with the Department of State to update the LWRP document to reflect current zoning, development patterns, and waterfront priorities. The draft document is currently with the State for feedback. 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 the document to evaluate projects. (Pending NYSDOS review).

4) Opportunity Area #4:

- The Fox Island area is significantly underutilized, although adjacent harbor and water areas are well-used by area boaters. It is currently zoned DW, Design Waterfront and R7, One Family Residence. For the remainder of the Fox Island subarea, the Comprehensive Plan supports new "wharf-type" development, including restaurant, commercial and office uses. Specifically, the plan supports residential development that is primarily comprised of efficiency (studio) and one-bedroom dwelling units. The creation of new public open space and waterfront access is also promoted by this Plan, and discussed in detail in the Local Waterfront Revitalization Plan.

  Preliminary discussions were undertaken with the National Development Council (NDC). The strategy never left its infancy but surrounded the formation of a Local Development corporation (LDC) to take ownership of the property. The LDC could thereafter leverage its capacity to undertake necessary mitigation of the DPW transfer site and potentially capture grant funding for same. One adequate mitigation is completed the LDC could market the redevelopment of the peninsula to a master developer. (Pending further discussion during Strategic Planning).

5) **Opportunity Area #5:** Redevelopment of the former United Hospital Site (Starwood).

The Applicant has revised their traffic study and provided it to the Village, NYSDOT, Rye, and Rye Brook on September 28, 2016. Staff, AKRF, and SPR provided a memorandum highlighting the outstanding issues related to completeness on October 13, 2016, with a corresponding memorandum from Dolph from October 11, 2016. Staff met with its consultant, the City of Rye, Village of Rye Brook, NYSDOT, and the Applicant on October 20, 2016 to discuss traffic issues. Staff, AKRF, and SPR will be present at the November 7, 2016 BOT to discuss the project.

ACTIONS:

- **Strategic Planning:** as you are aware we have contracted with Management Partners to conduct a robust strategic planning process. The Project Schedule is attached. Jacquelyn McCray and Kevin Knutson have been conducting interviews with staff and Trustees. If you have not availed yourself to speak to them please do so as soon as possible. It is important that we all take this process seriously: this is a great opportunity and you get out of it what you put into it.

Simple process model:

FIGURE 1.1. THE ABCS OF STRATEGIC PLANNING.



Source: Bryson and Alston, 2004.

Management Partners is also preparing the survey that will be distributed to the stakeholders. I will receive a draft of the survey on this week with a draft introduction that would go in an email explaining the strategic plan and encouraging employees, board and commission members and community stakeholders to complete the survey (a Strategic Planning Schedule is attached). Further, potential dates for the strategic planning workshop are included below:

- **2 – Four hour sessions (recommended)**:
  - Jan. 5 and 6 (Thursday and Friday; late afternoon to early evening)
  - Jan. 6 and 7 (Friday, late afternoon/evening and Saturday morning)
- **One All- day session:**
  - Saturday, Jan. 7, beginning at 8:30 or 9:00 a.m.

Please check your availability.

- **Operations**: Staff continues to work diligently through the myriad of day to day issues, duties, and responsibilities. At every level we continue to feel the strain of understaffing. We are currently recruiting for the IT position requested (Technical Support Specialist). It is important to note that we have lost about 33% of our work force over the last 22 months. We have successfully recruited 24% of those positions in that time frame and we are working on the remaining. Whatever the reasons for the turnover the impacts remain the same; a loss of institutional knowledge and continuity; a demand for training and coaching, and increased pressures on existing staff. I elaborate further in my cover memorandum for my annual review.

  As I have been conducting performance conferences, assessing each department's needs, operations, and work flows; I have been looking at existing conditions and looking forward to community needs. I will be focusing on how we better align or internal processes to encourage a more user friendly environment for our constituency.

- **LED Lighting Project:** Staff has Negotiated agreement with Lumen Light Solutions for LED street light conversion and executed same. The Inventory / field verification process is underway.
  - The process commenced with mapping the records in the ConEd database. This process was slightly delayed due to a server and GIS mapping upgrade, and is nearing completion (November).
  - The next step will be to field verify each light mapped and document all lights existing in the field. This provides us with a literal-map of the system as ConEd sees it and thus what the Village is being billed for, as well as all lights existing on the streets.
  - With the system documented – we will meet to review the mapping and the findings and any desired modifications, etc. The outcome of the review is documented based on the Village's review and modifications to the mapping/lighting plan/standards. Thereafter the final lighting conversion plan will be completed.
  - Installation then begins, which we anticipate will begin just after the New Year holiday.

- **201 Grace Church Street:** The project is complete. A local law regulation hours of parking and parking enforcement is required. DPW will install fencing as is necessary.

- **Columbus Park Lighting:** The additional borrowing has been approved. We are speaking to the lowest bidder relating to them holding the bid price. If we are unsuccessful we may need to rebid the project.

- **Grant Writing:** See attached Memorandum from Planning and Economic Development Director (attached)

DEPARTMENT UPDATES:

- **Fire Department**:
  - The PCFD responded to 82 calls in the month of September. Again, the major number of calls were false alarms & gas calls. One (1) working fire at Ruvo's Barber Shop on 09/30/16, extinguished with no extension to the remainder of the structure.
  - TRAINING: Training for the month, through the county and/or state, included myself taking FF best practices; two (2) passing FAST team and six (6) in the FF1 program; FEMA 100 two (2) & FEMA 700 one (1).

    Department training includes: Pump Operator/Driving three (3) classes; SCBA use three (3) classes; Tools & Equipment one (1) class; Man Down one (1) class; Initial Fire Attack, one (1) class; Bail-out, two (2) classes; Hurst Tool one (1) class and New SCBA training four (4) classes. These drills are usually company oriented but many are open to the department as part of the captain's individual training schedules. Again, the captains are not required to give me their monthly drills until the following month's line officer's meeting. No special events, such as a blood drive or cancer walk for this month. However, the school fire prevention classes start on 10/31/16.

- **HR/Risk Management (**Information Only**)**:
  - Recruitment efforts:
    - We continue list canvassing and interviews for Office Assistant (Automated Systems) for Code Enforcement. We expect to be posting for a Senior Automotive Mechanic for DPW. We are finalizing processing for the cleaners for the Fire Companies.
    - Due to the retirement of Police Officer Bellantoni on August 31, 2016, we have begun the extensive hiring process to secure a replacement to enter the January 9, 2017 Police Academy run by the County. The eligible list has been canvassed. We will be sending three candidates to the physical agility examination on November 5. Two more who responded affirmatively have already passed the physical agility test. The detailed background history questionnaires have already gone out to these five. We will know the results of the physical agility no later than Monday 11/7. This will be followed by completion of the individual background investigations and candidate interviews. The expectation is to send the nominee selected to the BOT for its 12/5 meeting to be appointed conditioned on passing the required medical examination. Once this conditional appointment is made the nominee will go to Partners in Safety to undergo the required medical examination. If all goes well the new officer will enter the academy on 1/9/17."

- Appointments:
    - A new Code Enforcement Officer from the eligible list began September 22 named Jayme Enna. She is serving the required probationary term.
- Fire Department:
    - Fire Fighter Issues: With the assistance of an outside mediator the Village of Port Chester and Village of Rye Brook have reached an interim agreement to settle pending litigation.
- PESH:
    - PESH: We await notification of the date for the requested administrative hearing regarding the 40 Cottage Street Fire. We continue to submit documents of our abatement activities. We are also awaiting word on the claimed retaliation complaint. In addition the Village received reports and Notice of violations from PESH as a result of two more inspections they conducted in March of this year. The inspections were of Village Hall and DPW. We are working with Pro-Safety to prepare responses and have requested an informal conference. Some responses of abatement activities have been submitted already but no response or comment has been received from PESH. The hearing on the cottage Street NOV is scheduled for February 7th, 2017.
- Insurance:
    - The Police Motor cycle has been ordered. Insurance proceeds will be sent as soon as we secure a duplicate title from DMV.
- Workers Compensation:
    - Record job related injuries (6) as they occur. Respond to questions and provide information as requested by PERMA. Provide information to department heads on the status of injured workers.
- Facilities:
    - Facilities: See the Chief of Police's monthly report for progress at HQ. A new boiler has also been installed. The bathroom at Fire HQ is complete except for a drain issue that DPW expects to resolve.
    - The contract to remove the in ground tank at Station 4 has been awarded.
    - Fire house aprons are still in progress as well as conversion to gas from oil at Fire HQ and Rescue.

- Working with the FD and Village Engineer on a project to convert to gas from oil at Fire HQ and Rescue.

➢ **Justice Court:**

- Assist the Judge on the Bench during court sessions on Mondays, Thursdays and Fridays
- Processed Criminal Disposition Reports (CDRs) after court
- Traffic Night Court 10/11/16
- Count daily cash taken in by every clerk
- Take deposit to drop box at the bank
- Completed court paperwork after court sessions
- Update excel spreadsheets with Bail disbursements from court
- Electronically transmitted 389 Criminal Dispositions Reports (CDRs) to New York State Division of Criminal Justices Services as of October 20, 2016
- Reconciled Judge Troy Justice Account. Ending Bank Balance as of 9/30/16 - $52,684.03
- Prepared September 2016 Monthly Report to the N.Y. State Comptroller's Office- Justice Court Fund for Judge Troy - $52,153 to be reviewed and electronically submitted by Judge Troy
- Reconciled Judge Castaneda Account. Ending Bank Balance as of 9/30/16 – $62,698.50
- Prepared September 2016 Monthly Report to the N.Y. State Comptroller's Office- Justice Court Fund for Judge Castaneda $64,192.50 to be reviewed and electronically submitted by Judge Castaneda
- Reconciled Judge Sisca Justice Account. Ending Bank Balance as of 9/30/16 – $108,504.41
- Prepared September 2016 Monthly Report to the N.Y. State Comptroller's Office- Justice Court Fund for Judge Sisca - $109,129.80 to be reviewed and electronically submitted by Judge Sisca
- Reconciled the Bail Account. Ending bank balance as of 9/30/16 - $284,296.17
- Reconciled Tow Account. Ending Bank Balance as of 9/30/16 - $450
- Prepared vouchers and Payroll to be sent to the Finance Department
- Department staff meetings held September 21 & October 19
- 5 Transcript requests during from September to today. Three request multiple dates: 10 dates, 14 dates, 5 dates. 60 or more hours out of the month to prepare the DVD-rs

➢ **Treasurer's Office:**

- **Filed 3rd quarter 941 and NYS quarterly payroll tax reports with Federal & State governments.**
- **Filed annually updated document for FY 2015-16 with the NYS Comptroller's office.**
- **99% of employees have been enrolled in new payroll time clock system.**

- **FY 2015-16 financial audit completed and report will be released the week of November 14, and said report will be presented at 11/21/16 Board of Trustees meeting.**
- **Payroll Conversion**: The remaining Payroll implementation schedule is as follows:

    - 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.

- **Code Enforcement Department:** See attached memorandum from the acting Code Enforcement Director.

- **Planning and Economic Development:** See attached memorandum from the Planning and Economic Development Director.

- **Police Department:** See attached memorandum from the Police Chief.

- **Senior Center:** See attached memorandum from the Nutrition program.

- **Village Attorney**: See attached memorandum from Tony Cerreto.

Attachments.

CC: Senior / Executive Staff
Maryanne Veltri, Office Assistant File

Project Schedule

Strategic Planning Facilitation
Port Chester, NY

		Start	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	Activity 1: Start Project	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
1.1	Hold project kick off meeting																			
1.2	Finalize work plan and schedule																			
1.3	Conduct interviews with Board of Trustees and Village administrators																			
1.4	Summarize interview results																			

	Activity 2: Conduct SWOT Survey	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
2.1	Develop SWOT survey																			
2.2	Analyze and report results																			

	Activity 3: Assess Existing Conditions and Prepare for the Workshop	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
3.1	Assist with identification of relevant data pertaining to SWOT issues																			
3.2	Provide sample data reports																			
3.3	Consult with staff in the preparation of the data report, as needed																			
3.4	Design strategic plan workshop and draft agenda																			
3.5	Prepare workshop briefing materials																			
3.6	Review agenda and workshop materials with Village Manager																			

	Activity 4: Conduct Workshop and Report Results	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
4.1	Facilitate session																			
4.2	Summarize results																			

	Activity 5: Prepare Strategic Plan	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
5.1	Draft the strategic plan																			
5.2	Review with Village leadership																			
5.3	Finalize the strategic plan																			

	Activity 6: Prepare Draft Implementation Action Plan	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
6.1	Prepare draft action plan																			
6.2	Deliver to Village Manager and assist with implementation																			

Management Partners

Portchester:Project Calculations

	Police and Courts Source: NDC Public Safety Building Oct. 2015		Police and Courts Increased Size		NOTES
Gross Building Size (Square Feet)	43,644		60,000		Square footage on Police/Courts from STV Oct. 2015
Project Cost Calculation	**Calculation Factors**		**Calculation Factors**		
Acquisition		$ 4,000,000		$ 4,000,000	NDC Public Safety Buliding Oct 2015
Basic Hard Costs	$ 340 psf	$ 14,844,545	#### psf	$ 20,407,678	PSF costs are from previous estimates. No attempt to update. Muni PSF is blend of public and private cost components
Other Construction		$ 646,270		$ 646,270	
Soft Costs	30.7%	$ 4,553,602	30.7 %	$ 6,260,107	Using percentage of hard costs from respective estimates
Capitalized Interest and Financing Charge	11.0%	$ 2,214,888	11.0 %	$ 3,018,176	Using percentage of sum of hard, other and soft costs from previous estimates
Total Project Cost		$ 26,259,305		$ 34,332,231	
Total Project Cost Per Square Foot		$ 601.67		$ 572.20	
Financing Calculation					
Interest Rate	4.00%		4.00%		Number for illustration only. Does not represent interest rate estimate.
Term	30		30		Number for illustration only. Does not represent bond term estimate.
Annual Payment		$ 1,510,854		$ 1,975,337	
Rent Calculation					
Debt Service		$ 1,510,854		$ 1,975,337	
Owner Expenses		$ 75,000		$ 75,000	Needs updating
Annual Gross Rent Needed		$ 1,585,854		$ 2,050,337	
(Less rent from office space)		$ -		$ -	Uses private office rent from NDC Village Pro Forma. Excludes retail rent.
Municipal share of rent		$ 1,585,854		$ 2,050,337	
Municipal rent per square foot		$ 36.34		$ 34.17	

Portchester:Project Calculations

	Municipal Center NDC Village Pro Forma Oct. 2014		Municipal Center (no retail)		NOTES
Gross Building Size (Square Feet)		108,520		100,205	Municipal Center from NDC Village Pro Forma Oct. 2014
Total Municipal SF		75,475		75,475	Modification removes programmed 8,315 of retail space
Project Cost Calculation	**Calculation Factors**		**Calculation Factors**		
Acquisition		$ 3,500,000		$ 3,500,000	Source: NDC Village Pro Forma Oct 2014
Basic Hard Costs	$ 228 psf	$ 24,690,556	$ 228 psf	$ 22,846,740	PSF costs are from previous estimates. No attempt to update.
Other Construction		$ 1,152,889		$ 1,153,000	
Soft Costs	27.6%	$ 6,816,528	27.6%	$ 6,305,700	Using percentage of hard costs from respective estimates
Capitalized Interest and Financing Charges	9.1%	$ 2,967,199	9.1%	$ 3,076,295	Using percentage of sum of hard, other and soft costs from previous estimates
Total Project Cost		$ 39,127,172		$ 36,881,735	
Total Project Cost Per Square Foot		$ 360.55		$ 368.06	
Financing Calculation					
Interest Rate		4.00%		4.00%	Number for illustration only. Does not represent interest rate estimate.
Term		30		30	Number for illustration only. Does not represent bond term estimate.
Annual Payment		$ 2,251,218		$ 2,122,025	
Rent Calculation					
Debt Service		$ 2,251,218		$ 2,122,025	
Owner Expenses		$ 100,000		$ 100,000	Needs updating
Annual Gross Rent Needed		$ 2,351,218		$ 2,222,025	
(Less rent from office space)		$ 555,600		$ 289,000	Uses non-municipal rent from NDC Village Pro Forma. Modification excludes retail rent.
Municipal share of rent		$ 1,795,618		$ 1,933,025	
Municipal rent per square foot		$ 23.79		$ 25.61	

Monthly Report

September

2016

Code Enforcement

Monthly Performance Report
September 2016

Village of
Port Chester, New York

Department of Code Enforcement
Monthly Report for September 2016

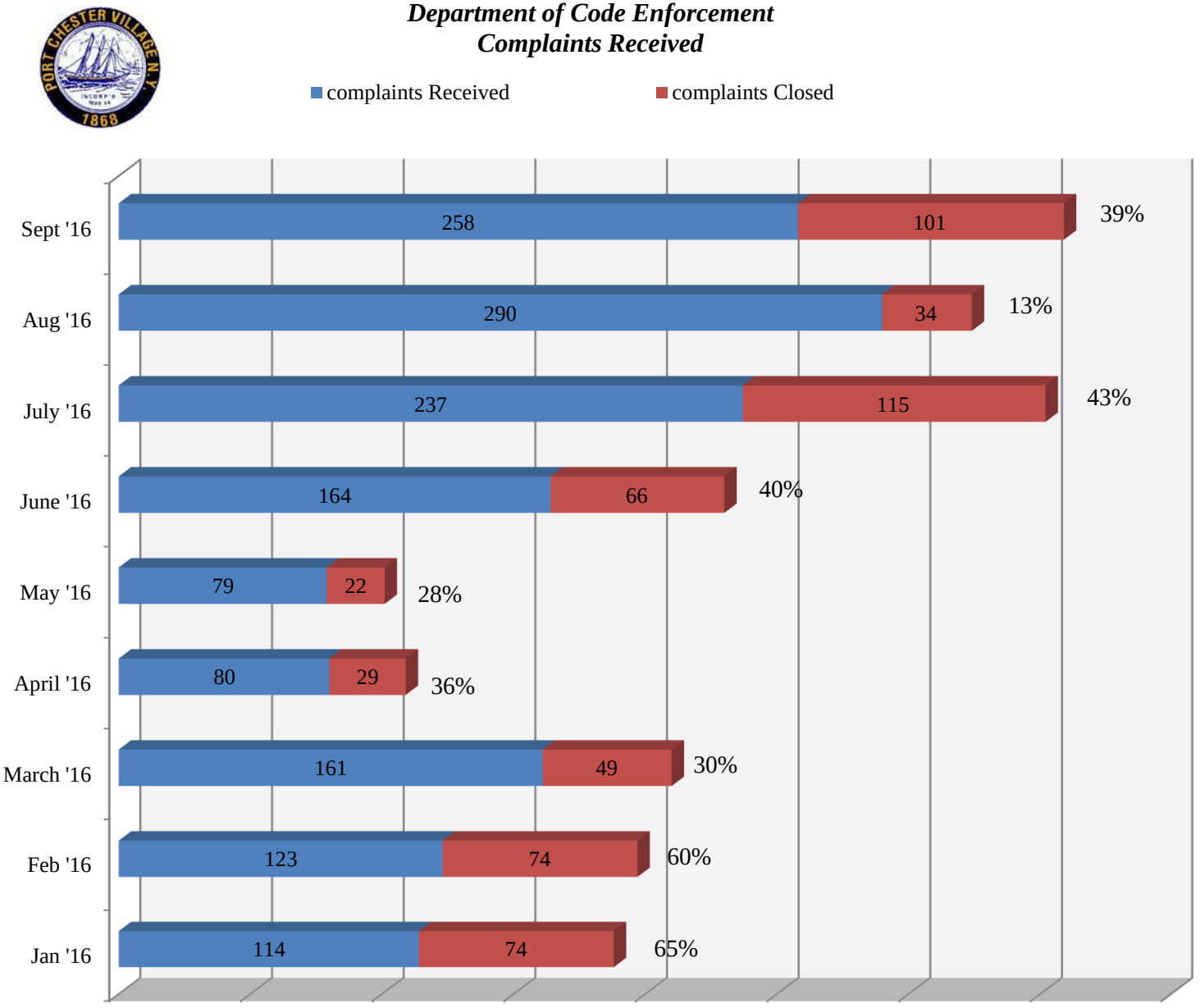
Department of Code Enforcement

Report Contents

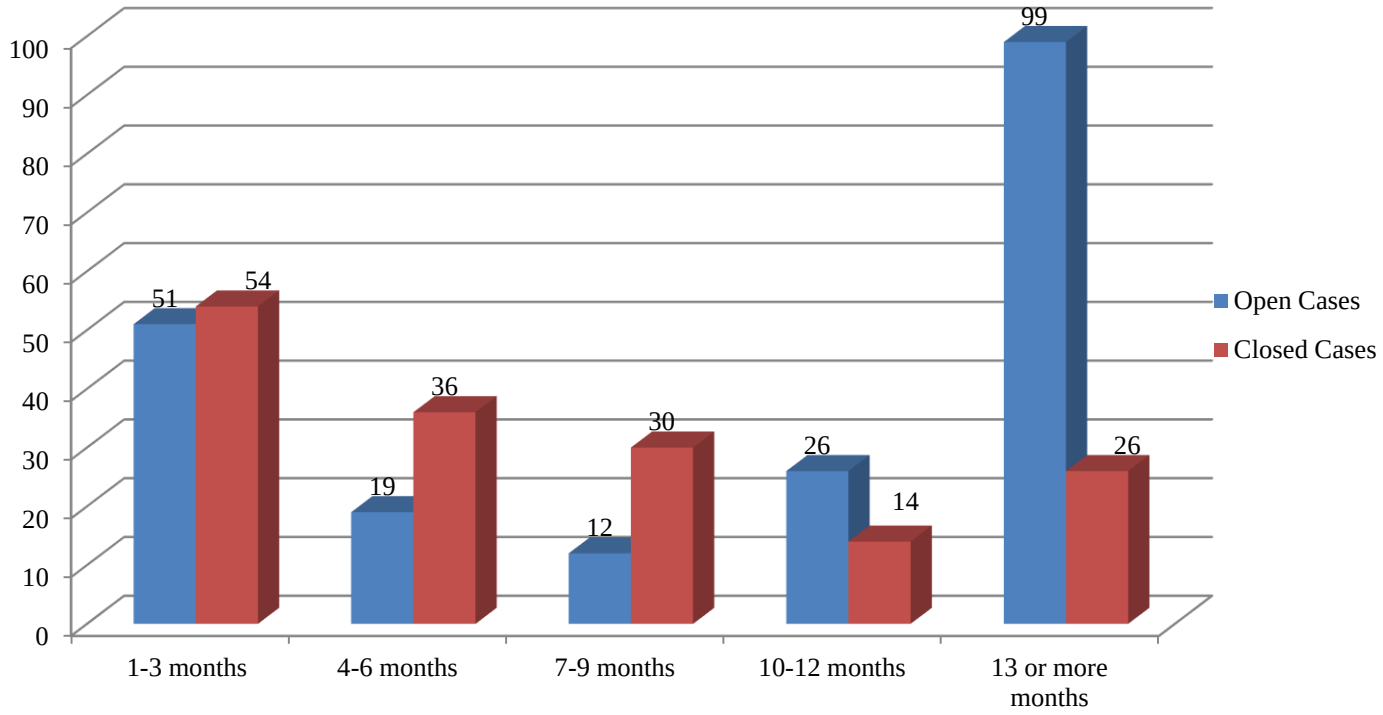
- Code Enforcement Statistics & Trends
- Fire Safety & Statistics
- Court Case Tracking/Aging
- Vacant/Distressed (Zombie) Properties
- Illegal Dwelling/Overcrowding
- Initiatives
- Administrative Notes

September 2016 -Code Enforcement	
Complaints Received	258
Inspections Conducted (as a result of complaints)	651
Right of Entry Requests	5
Notice of Violations Issued	115
Illegal Dwelling, Overcrowding Complaints (IDW & OC)	16
Notice of Violations Issued re: (IDW & OC)	1
Appearance Tickets Issued	7
Stop Work Orders	3
Compliance Case Closed	101
Unfounded	26
Referred to Building Department	6
Referred to Police Department	6
Fire Safety Referral (from PCCE to FS)	0
Referred to DPW	8
Referred to Westchester County Department of Health	0
Referred to Village Engineer	9
Referred to HUD	0
Referred to PCHA	0
Referred to Planning & Zoning	0
Lack of Permit	
NOVs issued for lack of permits referred to PCBD	3
Total number of Vacant Properties	
Vacant/Distressed (Zombie) Properties	40
Total number of Current Vacant Properties	27
Total number of Vacant Properties now Occupied	13
September 2016 Court Cases	
Number of New Court Cases Filed this Month	206
Total Number of Open Court Cases	10
Number of Current Court Cases Closed this Month	5
Total Fines Received this Month	$1,100

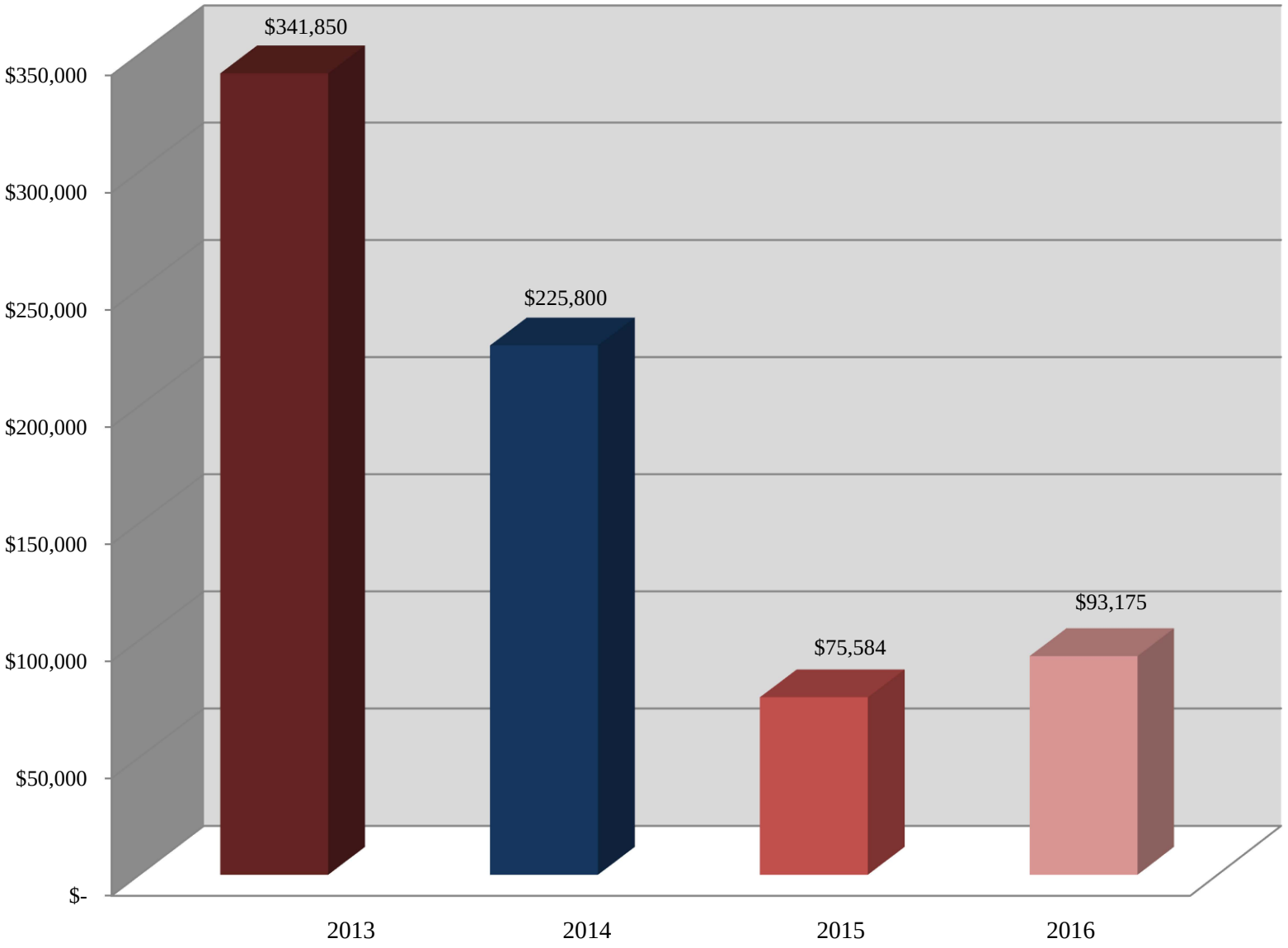
Department of Code Enforcement
Complaints Received



Court Case Life Cycle
September 2016



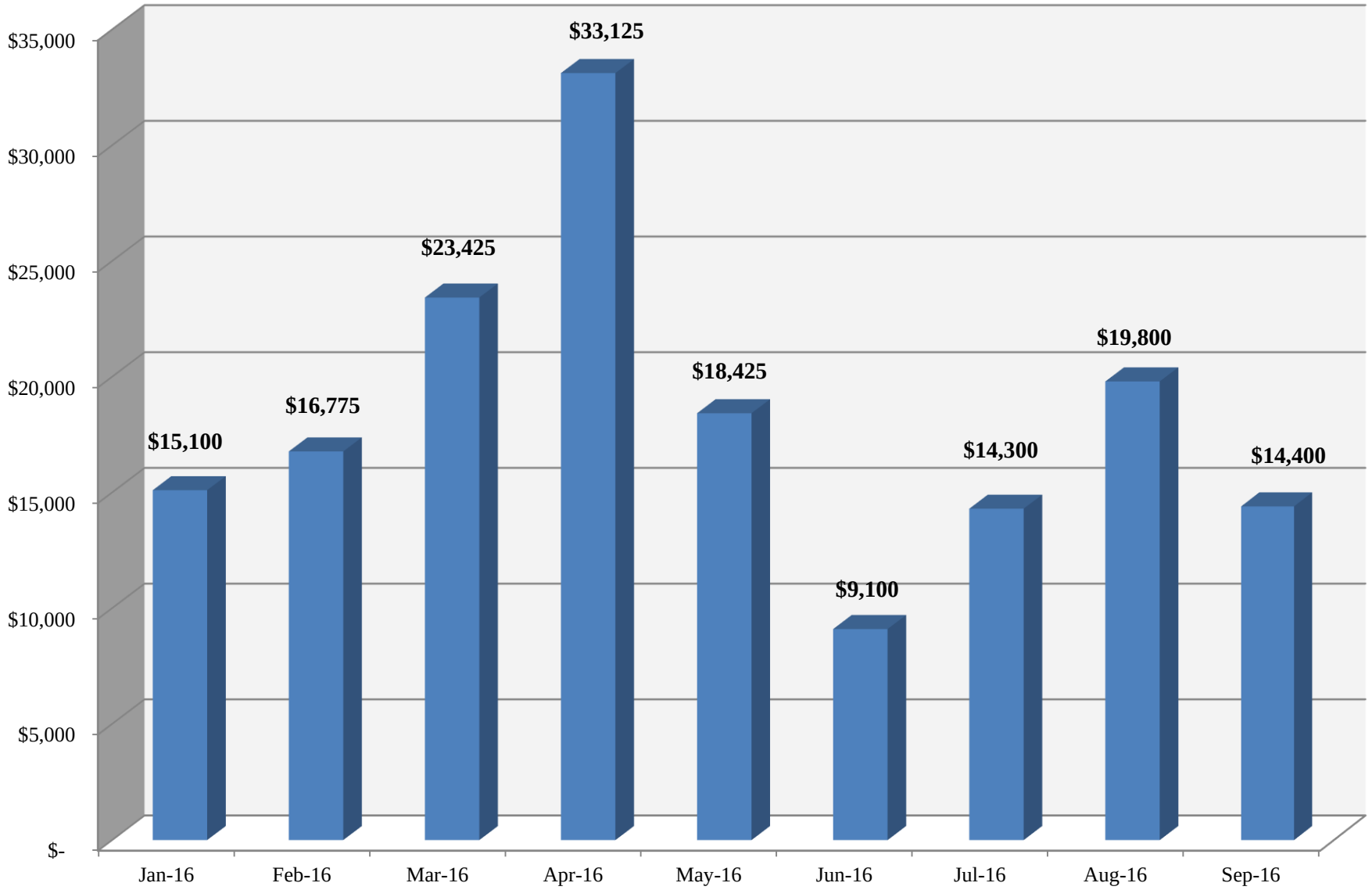
Court Fines


$341,850
$225,800
$75,584
$93,175
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$-
2013
2014
2015
2016

Fire Safety Program – September

Scheduled Fire Inspections Conducted	100
Fire Inspections Failed – NOV issued	53
Re-inspections Conducted	48
Certificates of Compliance Issued	45
Fees Collected	$14,400
Request to Conduct Fire Inspection Notices Sent Out	1
NOV's for Failure to Respond to Fire Safety Renewal Notice	48
Appearance Tickets issued	3
Additional Inspections	
Sprinkler/Flow Inspections	0
Sprinklers – Hydrostatic Inspections	1
Fire Alarm Inspections	0
Kitchen Fire Suppression System Inspections	1
Court Inspections	0
Stop Work Order Issued	3
Fire/Police Referral Inspections	7
Unsafe/Unfit Structure Inspections	0
Knox Box Inspections	0
Lack of Permits	
NOV's Issued for Lack of Permits	5
NOV's Issued for (IDW & OC)	1
Totals	
Fire Inspections	100
Re-inspections	48
Total Fire Inspections	148
Additional Inspections	38
Grand Total	186

Fire Safety Fees Collected
January 1, 2016 - September 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 301 Notice of Violations issued for Illegal Dwelling/Overcrowding were referred to the Building Department
- There are currently 73 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

- **Municity Implementation:**
  - Code Enforcement has been the Lead Department with the integration and use of Municity.
  - All 2016 Code complaints have been entered into the system for tracking.
  - Fire Safety Inspections are being managed and tracked through the system.
  - Municity 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.
  - **Execution of a Newly Developed Failure to Comply Program**
  - All cases monitored weekly.
  - All complaints are recorded in Municity.
  - 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 September 30, 2016.

- Code Enforcement has handled a total of **1,506** complaints.
- Total Inspections conducted were **3,552**
- Total of **$93,75** Court Fines levied.
- Collected **$164,450** in Fire Inspection fees.
- Fire Safety Inspections conducted were a total of **1,462**
- 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 training newly hired Full Time Code Enforcement Officer.
  - Currently recruiting for one full time Office Assistant
  - Training of replacement Staff.

VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT

222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
(F) 914.939.2733

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

ACTIVE PLANNING AND DEVELOPMENT INITIATIVES (November 2016)

PLANNING

INITIATIVE	SUMMARY	STATUS
G&S – Redevelopment of "Retail D"	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.
G&S – Restaurant Pad	Proposal to construct an approximate 5,500 s.f. restaurant in the Marina Redevelopment Project Urban Renewal District (MUR).	The Applicant provided staff plans for informal review on July 15, 2016. The Applicant presented the project at the August 15, 2016 meeting. At the September 6, 2016 meeting, Staff recommended that the project is complete for Board review and the Board accepted the project as complete for review, referred it to the Planning Commission, Waterfront Commission, and Westchester County Board. Staff is working with the Applicant to answer questions related to the construction of the building and its potential impact on the bulkhead and parking lot. The project appeared before the Planning Commission at its September meeting, with a public hearing at the Planning Commission on October 24, 2016. The Waterfront Commission found the project to be consistent with the LWRP at its October 27, 2016 meeting

Redevelopment of the former United Hospital Site (Starwood)	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.	A public hearing was held on the April 2016 pFEIS and proposed zoning on May 24/ 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. The Applicant submitted a revised version of the pFEIS on July 25, 2016. Staff, AKRF, SPR, Adler, and Dolph have provided comments and will continue to review towards completeness. Staff has been discussing the project with AKRF and SPR on a routine basis to keep forward progress and to answer specific questions of the Board. In addition, Staff has been coordinating with NYSDOT on their review of the project. The Applicant has revised their traffic study and provided it to the Village, NYSDOT, Rye, and Rye Brook on September 28, 2016. Staff, AKRF, and SPR provided a memorandum highlighting the outstanding issues related to completeness on October 13, 2016, with a corresponding memorandum from Dolph from October 11, 2016. Staff met with its consultant, the City of Rye, Village of Rye Brook, NYSDOT, and the Applicant on October 20, 2016 to discuss traffic issues. Staff, AKRF, and SPR will be present at the November 7, 2016 BOT to discuss the project.

Port North Zoning Petition	Proposal to create a new C4-R Gateway Retail District, in conjunction with a site plan proposed for 531/601 North Main Street.	The project received special exception and site plan approval at the September 26, 2016 Planning Commission meeting.
Project Proposal Forms	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. Staff continues to intake PPFs, schedule pre-submission conferences, and generally discuss potential projects with prospective applicants.
Planning Workshops	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.
LWRP Coastal Assessment Forms	Intake and processing of proposals that require review by the Waterfront Commission.	On-going.
Lot Line Adjustment Forms	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.
Wireless Code	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. Short-term zoning amendments were adopted at the August 1, 2016 BOT meeting. Staff is currently drafting proposed amendments to the remainder of the wireless code.
Micro-Alcohol Establishments	Zoning text amendments to possibly permit non-bar, alcohol-related establishments within particular districts within the Village.	The Board adopted the zoning at its September 19, 2016 meeting. Per Board direction, staff is investigating adding such uses to the MUR District and will report back to the Board.
Westchester County Route 7/13 Transit Analyses	Study by Westchester County Department of Transportation and Public Works regarding potential changes to Routes 7 and 13.	Staff has attended three stakeholder meetings/public workshops held by the County and will continue to

		provide input when necessary.
Pace Land Use Leadership Alliance Training Program	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.	5 individuals are part of the LULA Program, which began on September 13, 2016 and culminated on November 4, 2016.
Coordination with Village Engineer and Building Inspector	Streamlining process to review development applications.	On-going. A meeting between the Director of Planning, Village Engineer, and Building Inspector is planned on a monthly basis.
Form-Based Code	Preparation of Village Form-Based Code, Build Out Scenario, and GEIS.	Awaiting funding source and go-ahead.
Census Re-Evaluation	Apply to the U.S. Census Bureau to recount population and other census units.	Staff discussing with Village Manager.
Village Consulting Services RFP	Preparation of RFPs for specific consulting services to the Village: Traffic engineering and radio frequency	RFPs issued on September 9, 2016. Responses were received on September 30, 2016. A review committee reviewed all responses and interviewed a short list of respondents during the week of October 24, 2016. Additional fee information was requested and recommendation to the BOT is anticipated for the November 21, 2016 BOT meeting.

GRANTS

INITIATIVE	SUMMARY	STATUS
Grant Writing Services: Millennium Strategies, LLC	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 2016, including the CFA applications, which were due on July 29, 2016 (see below). The Village was successful in winning a Long Island Sound Futures grant and staff will be attending an announcement in Mamaroneck on November 14, 2016.
Dept. of State Grant: Bulkhead Design and Construction Documentation + Permits	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. A kick-off meeting was held 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 presented their alternatives at the July 18, 2016 BOT meeting and at an August 3, 2016 Steering Committee meeting. The Steering Committee presented the three design alternatives to the Board was

		at the August 15, 2016 BOT meeting. Boswell forwarded the 3 design options to the NYSDOS. NYSDOS had a conference call with staff and Boswell on September 21, 2016 and indicated that the third option (the Village's preferred option) would be the easiest to obtain permits for and provided additional suggestions. Next steps are: • Boswell is developing detailed design plans (60%) to submit to NYSDOS for review – anticipated by the end of December. • NYSDOS would then review/approve for permitting. NYSDOS then distributes to NYSDEC, Army Corps of Engineers, and Connecticut DEEP for permitting review/approval – They have a maximum of 6 months. • Boswell is currently working on the environmental component of the permitting in advance of that review cycle. Staff will continue to coordinate with Boswell in advancing the project.
Dept. of State Grant: Local Waterfront Redevelopment Plan (LWRP) Update	Application, management and oversight of awarded 2013 Department of State Local Waterfront Revitalization Program grant for LWRP document updates. The most recent version of the LWRP was adopted in 1992 with amendments adopted in 1999.	Staff is working with the Department of State to update the LWRP document to reflect current zoning, development patterns, and waterfront priorities. Based upon input from the State, staff is discussing changes to the draft to then be forwarded to the State. 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 the document to evaluate projects.
New York State Regional Economic Development Council (REDC) Grant Funding	The Regional Economic Development Council initiative (REDC) is a key component of Governor Andrew M. Cuomo's transformative approach to State investment 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.	Village worked with Millennium Strategies on preparing for the CFA 2016 applications that were due July 29, 2016. Announcements are anticipated to be announced in December.
New York State Community Development Block Grant Funding	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. Staff working with OHCR and Dolph to ensure that work performed for the Senior Center and on the sewers is reported correctly under the CDBG program.
New York State Environmental Facilities Corporation (EFC) – State Revolving Fund	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 an application on June 20, 2016. Staff worked with EFC on providing additional information that they requested. Although Port Chester did not receive funding during this round of awards, the Village is favorably positioned for Round 3 funding awards.
FEMA	In 2012, Super Storm Sandy swept through the region and inflicted damage on many communities. FEMA provided federal funding to reimburse communities for their cleanup efforts,	Village has two open project funds, one for debris clean up and one for generator operation. Staff is working

	including material costs and labor hours.	with FEMA to close out these grants.
150th Anniversary	Proposed formation of a steering committee to complete specific beautification projects in anticipation of the Village's150th anniversary in 2018. Possible projects include: • 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 was awarded a $10,000 grant under the Empire State Development – Market New York program. The grant focuses on promotional strategies to regionally market Port Chester in light of the village's 150th anniversary in 2018. All paperwork has been provided to New York State and project can proceed. Staff has met to discuss issuing a RFP and steps moving forward. Based on discussion at the BOT, staff developed a press release calling for volunteers for a 150th Citizens Advisory Committee. It is anticipated that the matter will be discussed at the November 21, 2016 BOT meeting.

ENVIRONMENTAL PLANNING

INITIATIVE	SUMMARY	STATUS
FEMA Emergency Management Planning	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.
Hazard Mitigation Planning (Countywide Plan)	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. New York State and FEMA approved the County Hazard Plan on July 1, 2016.
MS4 Permit Management	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.
Local Waterfront Revitalization Program (LWRP)	Update to adopted 1992 village waterfront policy and vision plan. Guidelines for Waterfront Commission project consistency review.	Staff is working with the Department of State to update the LWRP document to reflect current zoning, development patterns, and waterfront priorities. Based upon input from the State, staff is discussing changes to the draft to then be forwarded to the State. 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 the document to evaluate projects.

VISIONING, BRANDING, AND ECONOMIC DEVELOPMENT STRATEGIES

INITIATIVE	SUMMARY	STATUS
Economic Development Promotional Material	Economic development promotional materials citing Comprehensive Plan, Strategic Plan, LWRP vision. Coordination with IDA Strategic Planning efforts.	On-going. Staff continues to work with the Industrial Development Agency and provides project information where applicable.
150th Anniversary	Proposed formation of a steering committee to complete specific beautification projects in anticipation of the Village's150th anniversary in 2018. Possible projects include: • 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 was awarded a $10,000 grant under the Empire State Development – Market New York program. The grant focuses on promotional strategies to regionally market Port Chester in light of the village's 150th anniversary in 2018. All paperwork has been provided to New York State and project can proceed. Staff has met to discuss issuing a RFP and steps moving forward. Based on discussion at the BOT, staff developed a press release calling for volunteers for a 150th Citizens Advisory Committee. It is anticipated that the matter will be discussed at the November 21, 2016 BOT meeting.
Mobility and Parking Management Action Plan	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. Seven responses were received by June 10, 2016. Three short-listed firms were interviewed at the July 13 IDA meeting and the RBA Group was selected by the IDA for Tasks 1-3 and 9. At the August 1, 2016 meeting, the BOT selected the RBA Group for Tasks 4-9. Staff is coordinating with the RBA Group on fieldwork and information. See weekly status report from RBA attached.

ADMINISTRATION

INITIATIVE	SUMMARY	STATUS
Records Management	Maintains and records all planning, zoning files including escrow accounting for active applications	On-going
Board/Commission Management	Staff, professional development; professional certification	On-going
IDA Management	Records and maintains all IDA files; liaise between Village and IDA.	On-going
Web Management	Maintains Planning, Zoning, IDA, LDC webpages.	On-going

Planning Commission, Zoning Board of Appeals, and IDA Applications (October 2016)

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
202 South Regent Street	Special exception and site plan approval for existing bakery and retail uses	Applicant has withdrawn application and will be submitting a new application.
528 Willett Avenue	Site plan approval for new underground storage tank, site improvements and convenience store.	Public meeting to be scheduled.
167 Irving Avenue	Re-establishment of deli and two residential units after fire.	Applicant has withdrawn application and will be submitting a new application.
136-194 So. Main Street	New auto parts shop, approximately 6,900 sq. ft.	Public hearing adjourned to November 2016.
16-18 Main Street	Renovation of existing building and reconstruction of adjacent building for use as restaurant and multi-family residential.	Received area variance from ZBA. Public hearing continued to November 2016.
Colony Grill	Site plan approval for 5,500 foot restaurant as conceptually approved in 1999.	Public hearing closed in October 2016.
139 South Main Street	Potentially rescind site plan approval for existing restaurant.	Public hearing adjourned to November 2016.
Rye Ridge Tile	Site plan approval for existing business.	Public meeting scheduled for November 2016.

ACTIVE ZONING BOARD OF APPEALS APPLICATIONS

Address	Project Description	Status of Project
1 Shore Drive	Requesting variance to construct a 2nd curb cut, driveway, and parking area in the front yard.	New public hearing scheduled for November 2016.
202 South Regent Street	Requesting use and parking variances.	Applicant has withdrawn application and will be submitting a new application.
167 Irving Avenue	Requesting area variances.	Applicant has withdrawn application and will be submitting a new application.
43 Elizabeth Street	Requesting an additional curb cut for off street parking.	Public hearing adjourned to November 2016.
65 Glendale Place	Requesting alterations to a rear deck.	Findings of Fact anticipated November 2016.
139 South Main Street	Request to extend existing granted variances.	Public hearing adjourned to November 2016.
214 Grace Church Street	Requesting variance to construct deck and re-issue permit to install an above ground pool.	Findings of Fact anticipated November 2016.
29 Tower Hill Drive	Requesting variance to construct three decks and an above ground pool.	Public hearing scheduled for November 2016.
28 Ridge Boulevard	Requesting variance to expand the rear deck.	Public hearing scheduled for November 2016.
66 Hawley Avenue	Requesting variance to expand the rear deck.	Public hearing scheduled for November 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 Avenue	Site plan approval for woodworking shop.	5/28/2015
21 Abendroth Avenue	Shared parking approval.	2/23/2015
141 Willett Avenue	New health club.	5/28/2015
8 Slater Street	Warehouse expansion for vehicle storage.	10/16/2014
120 North Pearl Street	New multi-family building (50 units) with high-end amenities & parking.	10/27/2014
163 North Main Street	Tarry Market alleyway.	10/27/2014
25 Willett Avenue	Creation of American Bar & Restaurant.	5/22/2014
242 King Street	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 telecomm facility (AT&T).	1/30/2012
167-169 Terrace Ave.	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 Street	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).	2/24/2014
45 Townsend Street	Remove an existing two family dwelling and use the parcel for open storage of materials.	11/25/2013
126 North Main Street	Gastropub styled restaurant featuring weekend acoustic performances.	10/28/2013
33 New Broad Street	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 Avenue	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	3/25/2013

	Theatre.	
149-151 Westchester Avenue	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 Avenue	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 Avenue	Shared parking approval.	2/23/2015
411 Westchester Ave.	Modification of existing wireless facilities.	1/8/2015
500 North Main Street	Health club approval.	1/8/2015
110 Midland Avenue	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
999 High Street	Rooftop wireless facility upgrades.	7/25/2016
115 Pearl Street	New warehouse storage site for refrigerated trucks, includes office.	8/29/2016
169 Terrace Avenue	Wireless facility upgrades.	8/29/2016
141 Abendroth Avenue	Site plan conditions amendments	9/26/2016

531 North Main Street	New retail use.	9/26/2016
601 North Main Street	New retail use.	9/26/2016
316 Westchester Avenue	Convert existing building to first floor office with two residential units, addition of on-site parking.	10/24/2016
83 Inwood Avenue	Use variance.	10/20/2016

MONTHLY REPORT SEPTEMBER, 2016

TRAINING HIGHLIGHTS

- On September 23, Sergeant Chris Ceccarelli, and Police Officers Gregory Ferraro, David Arroyo, and Mark Morales successfully completed the Advanced Active Shooters Scenario Tactics and Operations Course. The 3 day, 24 hour course of study was held at the New York State Preparedness Training Center in Oriskany, New York. This training evolution relies heavily upon a scenario-based approach to guide students through a mix of situations involving multiple disciplines of emergency responders. Training scenarios are based on real world events and instruction is provided by former tier 1 (SEAL Team Six, Delta Force) operators. Topics covered include: Police EMS coordination, tactical emergency medical care, door breaching, and room clearing. Training, transportation, and lodging were funded by the New York State Division of Homeland Security and Emergency Services.

- On September 16 2016, Police Officers Gregory Ferraro and Nicholas Stella successfully completed the New York City Police Department's High Impact Drug Trafficking Area or

HIDTA course. This 5 day, 40 hour course of study includes both classroom and practical instruction in such areas as legal issues, surveillance, street encounters, and search warrants. The course is conducted at the NYPD facility in Rodman's Neck in the Bronx. The practical phase utilizes a mockup of a city street and is considered one of the finest programs of its kind in the Country. All training, and facility use is being provided free of charge to the Village

- During the first two weeks of August, 51 members of the Department successfully completed the OC spray, pepper ball launcher course. This 7 hour training block is held at police headquarters, and the EMS training. Members received classroom training in; legal aspects of OC use, medical issues, and related first aid techniques. This was followed by a practical segment during which officers were required to demonstrate proficiency in the use of both less than lethal weapons.

LETTERS OF COMMENDATION

Letters of commendation were awarded to the following members during the Month of September;

1. Sergeant Michael Martello
2. Sergeant Drew Conetta

STATIONHOUSE IMPROVEMENT PROJECT

On September 30, the long awaited restoration of Sergeant's and Lieutenant's locker room was completed. This former storage room in the Annex building was renovated by DPW personnel. Working into the night hours they were able to transform it into an outstanding locker room, complete with carpeting, a drop ceiling and lighting. With the completion of this phase of our improvement plan, we are free to begin two projects which we believe would greatly improve the quality of life in the building.

1. A facelift of the squad room is presently underway. DPW staff under the direction of Rocco Cambareri are repairing the walls, placing stainless steel diamond plate wainscot 3 feet up the wall with a chair rail. This will be followed by the installation of 24 inch countertop to allow for writing reports. After a fresh coat of paint we will be installing a vinyl mural designed and produced by Police Officer Ken Manning Jr. depicting life in the village.



2. Restoration of the former recreation department office in the Annex building, This 16X 12 room requires restoration in order to be reclaimed as break room. In order to accomplish this the following steps need to be taken

    - replacement of the north wall which is disrepair
    - replacement of the window on the north wall
    - addition of a drop ceiling and lighting
    - replacement of the present flooring with carpet tiles
    - addition of a countertop and sink
    - wall repair and painting

It is our belief that the establishment of a break room will have a tremendous impact on employee morale. At present members of the Department eat lunch in the squad room often within just feet of handcuffed prisoners.

DIRECTED PATROLS

During the past year the Department has received numerous requests for increased police presence. Many of these requests involve quality-of-life complaints. In order to address these concerns, the Department initiated a directed patrol program aimed at quality-of-life conditions. The directed patrols, which target locations that have received numerous complaints including; public housing, Village parks, houses of worship, and transportation facilities**. During the month of September, Department personnel carried out 202 directed patrols.**

RECRUITMENT PROGRAM

In furtherance of our recruitment effort, we are conducting test preparation sessions for police officer candidates. The sessions held on September 21 and October 15 were attended by approximately 50 police applicants. Police officers Michael Giandurco, and Jason Behar conducted the two hour reviews. Both officers volunteered for the task, and are working on their off-duty hours. We believe this program to be not only beneficial in recruiting qualified candidates for the Department, but also as a great opportunity to interact with public in a positive setting.

There will be two additional sessions held on Wednesday evenings from 7 PM till 9 PM at the Port Chester Senior Center located at 222 Grace Church Street Port Chester. Dates are; October 19, and October 26. For further information contact Chief Richard Conway at rconway@vpcpd.com

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. Police Officer Exam Prep Course
2. Segunda Inglesia Pentecostal Church Procession
3. St. Peters Church Holy Cross Day Procession
4. Corpus Christi St. Virgin of Guadalupe street procession

Statistics

Tickets and Arrests

CATEGORY	Dec. 2015	Jan. 2016	Feb. 2016	Mar.	April	May	June	July	Aug	Sept
PARKING TICKETS	4235	4550	4279	4802	3451	3819	4528	**4217**	**4606**	**4454**
TRAFFIC TICKETS	339	539	452	493	321	649	494	**334**	**377**	**505**
ARRESTS	158	115	127	113	111	165	113	**118**	**131**	**127**
SCOFFLAWS	13	25	31	15	13	10	20	**18**	**8**	**18**

FBI Part 1 Crimes

CRIME CATEGORY	Dec. 2015	Jan. 2016	Feb. 2016	March	April	May	June	July	Aug	Sept
MURDER	0	0	0	0	0	0	0	**0**	**0**	**0**
			0	0	0	0	0	**1**	**0**	**0**
RAPE	0	0								
ROBBERY	2	2	2	2	0	3	2	**3**	**1**	**1**
ASSAULT	5	4	0	3	0	1	1	**2**	**2**	**0**
BURGLARY	3	2	1	4	2	2	3	**3**	**4**	**8**
LARCENY	57	33	37	25	42	37	34	**38**	**44**	**48**
MOTOR VEHICLE THEFT	3	1	1	2	2	3	2	**0**	**1**	**1**

Common Calls for Service

CALL FOR SERVICE	JAN	Feb	March	April	May	June	July	Aug	Sept
ACCIDENTS	118	96	122	124	147	136	**107**	**131**	**123**
AIDED CASES, MEDICAL	175	154	196	161	161	162	**162**	**140**	**155**
ALARMS	118	124	84	89	93	91	**79**	**117**	**100**
DISTURBANCES	65	7	12	9	10	7	**23**	**19**	**17**
DRIVING WHILE INTOXICATED	16	12	21	12	29	14	**20**	**18**	**20**
JUVINILE INCEDENTS	5	6	5	10	4	13	**6**	**5**	**3**
ALCOHOLIC BEVERAGE LIC CHECKS	47	8	1	1	10	0	**1**	**0**	**0**
WARRANT ARRESTS	8	9	7	19	31	22	**21**	**12**	**18**
DISORDERLY CONDUCT	7	6	8	12	19	19	**14**	**11**	**5**
SCHOOL CROSSINGS	8	5	8	48	67	15	**0**	**0**	**16**

Monthly Report - Port Chester Senior Center (Nutrition Program)

20,440- ***Meals served to date—1/1/16-10/31/2016***

40 Home Bound Seniors received their meals at home, per day Monday-Friday
60-65 seniors attend the Saturday Program.

Senior Center Calendar:

Every Thursday—Zumba 10:30 a.m. Every other Tuesday Tai Chi—10:30 a.m. Art Class every Friday morning at 10-12, Bingo Wed and Thurs afternoons Mah Jong played every Friday afternoon at 1 p.m. Ang Rubino singers every Friday at 1 p.m. Once a month, Ayton Alder, reading of actual court cases, Manicures once a month by Linda.

October events: 10/4-Rosh Hashanah Luncheon, 10/5—Community Paint Night Dinner, 10/8-Second City Players Westchester Community College, 10/12—Trip to see Samson, Lancaster, Pa—Sight and Sound Theatre, 10/17—Halloween Arts & Crafts, 10/19—Trip to Westchester Broadway Dinner Theatre, 10/20—Oktoberfest Luncheon & Frank Bellantoni's 90th Birthday, 10/21—Trip to NY Great Houses of Worship, NY City, 10/24—Trip to Acme and CVS, 10/29—Haunted Halloween Night Bingo 5- 10 p.m. 10/28—Halloween Party. 10/31—Pat Embesi's 90th Birthday.

Community Center Calendar: 10/5-- Police Test Training 6-9 p.m., 10/13—IDA meeting, Park Commission, Recreation Commission, 10/19—National Guard Citizen Preparedness Corps 10/19—Police Test Training 6-9 p.m. 10/19—Senator G. Latimer 1 p.m. 10/24—PCSC Managers Meeting 7-9 p.m. 10/29—Halloween Night Community Bingo 5-10 p.m.

Exterminator here on 10/05/16.

Bids received for replacement of pipes and grease trap in kitchen. Leonie putting on agenda 11/07 for acceptance of money from CDGB money, so we can get the trap replaced.

DPW ordered new bus for senior center.

submitted—10/1/2016 Carol Nielsen

VILLAGE OF PORT CHESTER

OFFICE OF THE VILLAGE ATTORNEY

MEMORANDUM

TO: Christopher D. Steers, Village Manager

FROM: Anthony M. Cerreto

DATE: October 31, 2016

RE: Monthly Report
October 3, 2016- October 31, 2016

Board of Trustees

Attended meetings of the Board of Trustees. Drafted and approved agenda memos and resolutions.

Worked with Building Department and Planning Commission to draft local law that would provide legal non-conforming use status on certain properties. Additional data to be obtained from Building Department for Board to evaluate.

Facilitated opinion from special counsel, Justin Miller, for potential "global settlement" with G & S with regard to Retail D/ Marina parking lot and bulkhead.

Elimination of the Paid Fire Fighters and Related Issues

Consultations with Labor Counsel on PESH complaint (hearing 2/17/17), PERB petition (hearing 12/1/2016), Rye Brook fire services contract (interim agreement), and referendum litigation (research post-decision of Court of Appeals not to hear appeals).

Counseling letters to certain firefighters involved in Cottage Street Fire

Litigation

Consultations with special counsel regarding status of appeal and motion for a calendar preference from NYS OPWDD for proposed group home at 51 Betsy Brown Road.

Reviewed and made comments on quarterly report to be filed with federal court, reviewed joint defense agreement for signing, telephone conference calls with group and reviewed proposed letter from group to Westchester County in the Save the Sound litigation.

Follow-up with Westchester County Law Department regarding status of intermunicipal agreement with regard to related issue of compliance with County Sewer Act. Negotiated modification of

agreement with regard to timing of proposed legislation to be considered by Board with regard to laterals. Matter is before the County Board of Legislators and referred to committee. Consultations with NYMIR defense counsel on Buschel, Castillo and Crus matters.

Contracts

Concluded contract with East Coast Abstract with regard to title searches on certain waterfront access areas. Notice to proceed has been issued for first phase on Fox Island Road. Prepared contracts with NorthEast Environmental for the removal of the underground storage tank located at Fire Station #4, with Joken Development Corp for Broad and North Main Sewer repairs, with Red Cross for fire campaign event, with RBA Group for parking and mobility study, an intermunicipal agreement with Village of Sleepy Hollow and other municipalities for stormwater mapping, Management Partners for strategic plan consultation service, sand with RPW Group for Fire Inspection Dinner.

Planning and Zoning

Closed title on Nella Way as a Village street.

Attended meetings of the Planning Commission and Zoning Board of Appeals. Prepared proposed findings of facts supporting Zoning Board's determinations regarding Post Road Iron Works North Main Street LLC (16-18 North Main Street) and Hernandez (83 Inwood Avenue).

Consultations and review of various Building Department applications.

Consultations with Director of Planning and Development and special counsel, Mark Chertok, regarding Village's legal obligations under SEQRA and state and federal law with regard to affordable housing, status of NYS Department of Transportation review with regard to Starwood Development's proposed rezoning.

Initial research into Sustainable Portchester Alliance's presentation regarding Job Training and Apprenticeship Programs for large scale construction.

Agenda review meeting with Building Inspector and Planning Department.

Meeting with Traffic Sergeant, Director of Planning and Development and Village Engineer regarding proposed new traffic regulations (Parkway Drive, Abendroth/Adee), the temporary suspension of parking restrictions (Longview Gardens and Landmark) and regulations for Edgewood Park's new parking lot.

Discussions with Mobilitie regarding proposed presentation to Board to install "gap filler" devices on telephone poles.

Assistance to Other Departments/Boards and Commissions

Assisted Clerk in preparing 2 responses to Freedom of Information Law (FOIL) requests.

Opening/Inspection of the Bush Homestead for potential assistance and volunteer sponsorship.

Meeting with Deputy Fire Chief and Village staff regarding alarm devices. Need to meet with former members of Fire Alarm Board and discuss updating Village Code. .

Outreach to Resa Waldmen regarding presentation from the Fire Department for Fire Inspection Day/

Meeting with Police Department regarding review of Bambu night club cabaret license application.

Meeting with Police Department, review of applications for towing and booting licenses, reviewed and updated insurance requirements following consultations with Village's broker, drafted correspondence for Police Chief and interface with applicants (Angelo Williams, Steven Schenarts). Suggested six-month post-approval review with memo to Board.

Met with the Beautification Commission regarding the Adopt an Island Program

Assisted Department of Code Enforcement in setting up webinar regarding "The Compliance Engine" a web service recommended by Inspectors that forwards third-party fire alarm inspection reports to municipality. Raised legal issues pertaining to same. Will reach out to Schenectady and Saratoga Springs for their experience.

Met with Town of Rye regarding issues with regard to the 2016-2017 tax warrant issue and proper treatment of property removed from tax exemption during tax year.

Meeting with Village Engineer to provide guidance on sewer rent appeals.

Consultations with consulting Village Engineer and DPW General Foreman regarding street paving issues on Quintard Drive.

Research on police overtime vs. flagmen for street paving contract. Established working group of Police Department, Village Engineer and legal to review current bid technical specifications.

Other

Responded to inquiry from Furgeson, MI municipal attorney requesting advice on Voting Rights litigation and Humane Society of United States regarding puppy mill local law.

RES - 01
BOT 11-07-2016

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

AGENDA MEMO

Department: Board of Trustees

BOT Meeting Date: 10/17/2016

Item Type: Resolution

Sponsor's Name: BOT Member

Description		Description	
Fiscal Impact	☐	Public Hearing Required	☐
Funding Source		Bid	
Account		Strategic Plan Priority Area	
Agreement	☐	Manager Priorities	N/A
Stategic Plan Related	☐		

Agenda Heading Title

APPOINTMENT OF TIMOTHY MURPHY TO THE PLANNING COMMISSION AS A _____ MEMBER

Summary

Appointment of Timothy Murphy as a _____member of the Planning Commission

Proposed Action

That the Board adopt the Resolution

Attachment

RESOLUTION

APPOINTMENT OF TIMOTHY MURPHY TO THE PLANNING COMMISSION AS A _____ MEMBER

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

RESOLVED, that Timothy Murphy, of Port Chester, NY, be and he hereby is appointed as a _____ member of the Port Chester Planning Commission, effective immediately, with said term to expire on 1/9/2019

Approved as to Form:

_____
Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:.
NOES:
ABSENT:

DATE: November 7, 2016

RES-02
BOT 11-07-2016

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

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 10/17/2016

Item Type: Resolution

Sponsor's Name: Regina Hill, Court Clerk

	Yes	No	Description	Yes	No
Fiscal Impact	☒	☐	Public Hearing Required	☐	☒
Funding Source:CONTINGENCY Account #: 1.1990.400					
	Yes	No	**Strategic Plan Priority Area** N/A		
Agreement	☐	☒	**Manager Priorities**		
Strategic Plan Related	☐	☒	N/A		

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

2016-2017 FISCAL YEAR BUDGET AMENDMENT TO INCREASE COMPENSATION TO ACTING POLICE COURT JUSTICE

Summary

Background:

On May 2, 2016, the Board of Trustees adopted a budget for the 2016-2017 fiscal year. During the budget workshop for the Port Chester Justice Court, there was discussion that Acting Police Justice O. Castaneda should receive the same level of compensation as Acting Police Justice Matthew J. Troy, III. However, the adopted budget did not provide for same. The resolution authorizes the appropriate adjustment, with the effective date in blank for the Board to insert. For illustrative purposes, should the date be retroactive to June 1, 2016, the amount of transfer would be $13,110. The Village Treasurer will be available to assist the Board in this regard.

Proposed Action

Adopt the resolution

Attachments
Resolution

RESOLUTION
2016-2017 FISCAL YEAR BUDGET AMENDMENT

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 May 2, 2016, the Board of Trustees adopted a budget for the 2016-2017 fiscal year; and

WHEREAS, during the budget workshop for the Port Chester Justice Court, there was comment that Acting Justice Jose O. Castaneda should receive the same amount in compensation as Acting Justice Matthew Troy; and

WHEREAS, the adopted budget did not provide for same. Now, therefore, be it

RESOLVED, that effective _____2016, Acting Justice Jose O. Castaneda compensation will be increased from $25,000 to $38,110, and be it further

RESOLVED, that the Board of Trustees authorizes the Village Treasurer to transfer $13, 110 for General Fund Contingency account 1.1990.400 to Justice Court Personnel line 1.1110.100.

Approved as to Form:

_____
Anthony M. Cerreto, Village Attorney

RES - 03
BOT 11-07-2016

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

AGENDA MEMO

Office of the Village Manager

Village BOT Meeting Date: November 7, 2016

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source Account #:			BID #		x
			Strategic Plan Priority Area N/A		
Agreement	x		**Manager Priorities**		
Strategic Plan Related		x	N/A		

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

Heading Title
(Will appear as indicated below on Agenda)

NEW YORK STATE SNOW AND ICE RENEWAL AGREEMENT 2016-2017

Summary

Background:

Pursuant to State of New York Highway Law, the maintenance and repair of improved state highways in towns and villages, including snow and ice removal, is under the jurisdiction of the State Commissioner of Transportation. The Commissioner is authorized to enter into agreements with a municipality to undertake such snow and ice removal.

The State has historically contracted with the Village of Port Chester to do so. The rate of compensation is fixed to a State formula with the amount of reimbursement to be finally determined after the conclusion of the winter season

This resolution will facilitate the further extension of the original agreement for the 2016-2017 year.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments
Correspondence, including proposed renewal agreement, from New York State

RESOLUTION

NEW YORK STATE SNOW AND ICE RENEWAL AGREEMENT 2016-2017

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

WHEREAS, pursuant to New York State Highway Law, Section 12, the maintenance and repair of improved state highway in towns and incorporated villages, including control of snow and ice, is under the direct supervision and control of the commissioner of transportation; and

WHEREAS, the commissioner is authorized to enter into an agreement with a municipality for the performance of the work of such control of snow and ice on such terms as the commissioner may determine in the best interest of the public; and

WHEREAS, there are 13.2 lane miles of New York State-owned roads in the Village of Port Chester; and

WHEREAS, the State of New York has historically contracted with the Village of Port Chester for snow and ice removal on these roads; and

WHEREAS, the State has most recently contracted with the Village by renewal agreement for 2015-2016; and

WHEREAS, such extension provides for an estimated expenditure determined by the State at the time of extension with an adjustment to the actual payment amount based upon the intensity and severity of the winter season; and

WHEREAS, the State has recently presented to the Village an Agreement to Extend the Indexed Lump Sum Municipal Snow and Ice Agreement for the 2016-2017 season with an estimated lump sum expenditure of $1,578.00 per lane mile for a total of $20,829.60; and

WHEREAS, the Village Manager recommends that such long-standing contractual relationship be continued. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to execute the Agreement to Extend the State Indexed Lump Sum Municipal Snow and Ice Agreement for the 2016-2017 season, with estimated payment to the Village of Port Chester in the amount of $19,892.40.

Approved as to Form:

_____

Village Attorney

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Regional Director

August 25, 2016

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

Re: Snow and Ice Agreement Extension
2016/17 Snow & Ice Season

Dear Mr. Steers:

Enclosed are the following forms, which need to be filled out and signed by the appropriate representatives. Please return all original copies to my Office at the above address for processing:

1. Agreement to Extend Indexed Lump Sum Municipal Snow and Ice Agreement for the 2016/17 Snow Season (Please fill out both sides and sign as required) – 4 copies
2. Maps with color-coded mileage responsibility (Please sign all Map tags) – 6 copies
3. Appendix A – 1 copy

In addition to the above, six original copies of completed resolutions for the Snow Season (certified and signed) with a raised seal from the Municipality's governing body authorizing a Municipal Official to enter into the above extended agreement must be returned to this Office.

If you have any questions, please feel free to contact me at (914)-592-6557.

Truly yours,

Dyan Rajasingham, P.E.
Resident Program Engineer

Contract #	Municipality	Ext. season	Region #
D010769	Village of Portchester / S. Westchester County	2016/17	8

AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the Village of Portchester of (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D010769 entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of Village of Portchester dated August 18, 1997;and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1,1996 and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2016**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2017**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2016**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be **$ 1,578.00** per lane mile for **13.2** lane miles for a total of **$ 20,829.60** for the **2014/15** season and for the remainder of the term of the Agreement commencing July 1, **2014**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Over ➘

Agency Certification Contract No. **D010769**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

BY_____
for Commissioner of Transportation

MUNICIPALITY

BY_____

ATTORNEY GENERAL'S SIGNATURE

_____

Dated _____

COMPTROLLERS SIGNATURE

_____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF S. Westchester County)

On the _____day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____ _____; a certified copy of such resolution attached hereto and made a part hereof.

_____
Notary Public

MAP SHOWING VILLAGE OF PORT CHESTER

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS

OF 2014/15-2016/17

CENTER LANE MILES	CONTRACT LANE MILES
	13.20

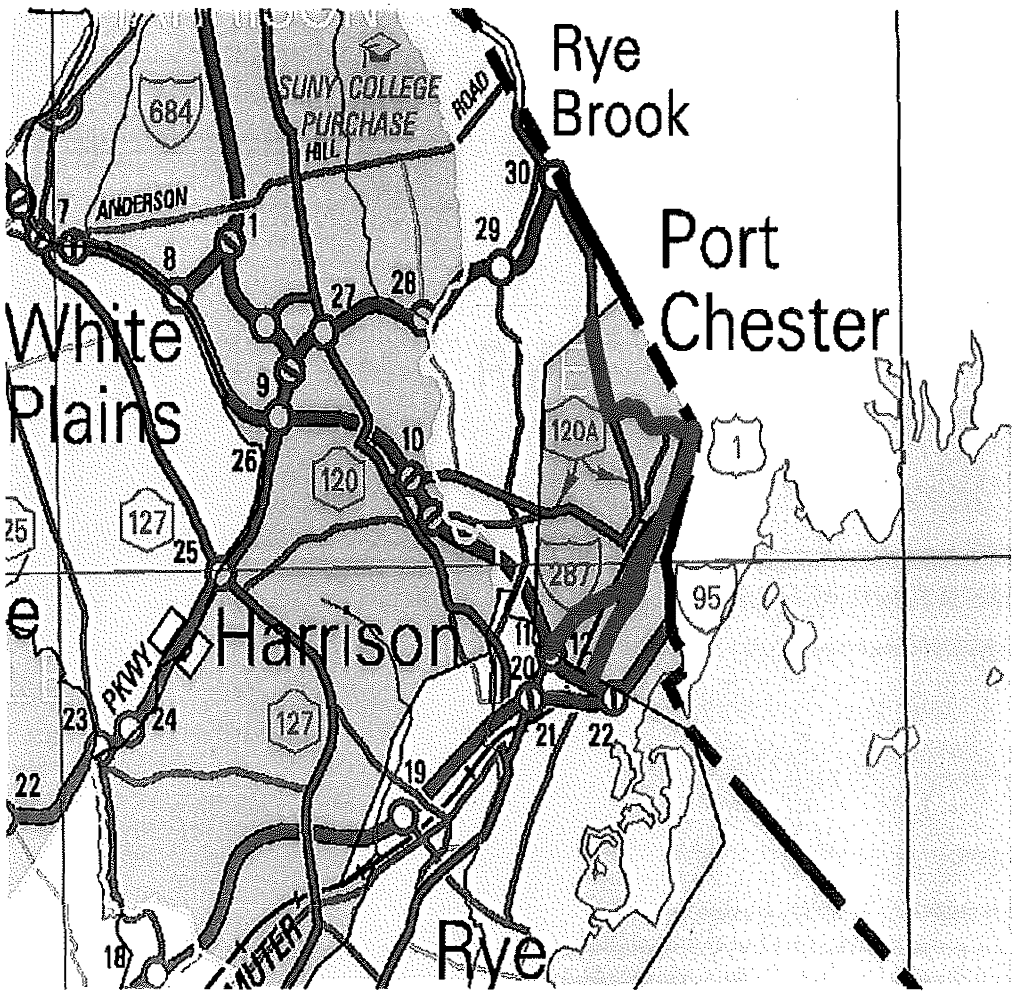
SNOW AND ICE CONTROL

SIGNED _____ _____

REGIONAL DIRECTOR OF OPERATIONS DATE

SIGNED _____ _____

FOR MUNICIPALITY DATE



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, 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 State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

RES - 04
BOT 11-07-2016

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

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 11/7/2016

Item Type: Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	☒	☐	Public Hearing Required	☐	☒
Funding Source: Account #:			BID #		
			Strategic Plan Priority Area N/A		
	Yes	**No**			
Agreement	☒	☐	**Manager Priorities** N/A		
Strategic Plan Related	☐	☒			

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

RETAINER FOR RENEWAL OF THIRD-PARTY ADMINISTRATION SERVICES FOR FORMER VILLAGE'S SELF-INSURED WORKERS COMPENSATION PROGRAM

Summary

Background:

The Village of Port Chester formerly had a self-insured workers compensation program that required the retention of a third-party administrator/ PMA Management Corp. was the last TPA before the Village retained PERMA as its workers compensation carrier. PMA has since been managing the remainder of the "run-off" or claims that were open as of the date of such change.

The resolution authorizes a renewal of the initial agreement with PMA for 2016-2017. The amount of compensation for these services has been budgeted and is the same as 2016-2017.

PMA has provided a claims report and has satisfactorily performed their obligations that would warrant the renewal.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments
---Renewal Agreement ---Report from PMA

RESOLUTION

RETAINER FOR RENEWAL OF THIRD-PARTY ADMINISTRATION SERVICES FOR FORMER VILLAGE'S SELF-INSURED WORKERS COMPENSATION PROGRAM

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

WHEREAS, the Village of Port Chester formerly had a self-insured workers compensation program; and

WHEREAS, such program required the Village to retain a firm to provide third-party administration services ("TPA"); and

WHEREAS, PMA Management Corp. was the last TPA before the Village retained PERMA as its workers' compensation carrier under a conventional insurance program; and

WHEREAS, PMA has been managing the remainder of the "run-off" or claims that were open as of the date of such change; and

WHEREAS, the Village Manager recommends that PMA's agreement be renewed for the 2016-2017 Fiscal Year at the same rate of compensation. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement with PMA Management Corp., 330 Fellowship Road, Suite 200, Mount Laurel, New Jersey 08054, to continue as Third Party Administrator for the remainder of the "run-off" claims with regard to the Village's former self-insured workers compensation program for the 2016-2017 Fiscal Year, compensation to be $12,000 and as further provided in the agreement annexed hereto.

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: Office of the Village Attorney

BOT Meeting Date: 11/7/2016

Item Type: Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	☒	☐	Public Hearing Required	☐	☒
Funding Source:			BID #		
Account #:			**Strategic Plan Priority Area**		
	Yes	**No**	N/A		
Agreement	☒	☐	**Manager Priorities**		
Strategic Plan Related	☐	☒	N/A		

Agenda Heading Title

(Will appear on the Agenda as Indicated below)

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The resolution authorizes a renewal of the initial agreement with PMA for 2016-2017. The amount of compensation for these services has been budgeted and is the same as 2016-2017.

PMA has provided a claims report and has satisfactorily performed their obligations that would warrant the renewal.

Proposed Action
That the Board of Trustees adopt the Resolution

Attachments
---Renewal Agreement ---Report from PMA

RESOLUTION

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Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT is hereby made this day of 201 to the Service Agreement ("Agreement") commencing July 1, 2005 by and between PMA Management Corp. ("PMAMC") and Village of Port Chester ("Client"). The parties hereby mutually agree and intend to be legally bound by amending the Agreement as follows:

1. **TERM**

   Section 2 of the Agreement shall be amended to note the termination date of this Agreement shall be May 31, 2017.

2. **TPA SERVICES**

   Section 3 of the Agreement shall be amended to note that PMAMC shall only provide TPA services for Client's Takeover Claims and no longer shall provide TPA services for non-takeover Qualified Claims. These claims shall be handled by PMAMC until May 31, 2017.

3. **PAYMENT of CLAIMS SERVICES FEES**

   a. Section 10 of the Agreement shall be amended to note:

      i. During the period of June 1, 2016 through and including May 31, 2017, for services rendered under the Agreement, Client agrees to pay PMAMC a flat fee of $12,000, to be paid in equal monthly installments of $1,000. Client further agrees to pay the initial installment at the inception of this Amendment and subsequent installments monthly thereafter.

   b. Portions of Section 10 of the Agreement pertaining to any remaining time period of the Agreement after May 31, 2017 shall be null and void.

   c. Portions of Section 10 of the Agreement pertaining to the time period of July 1, 2005 through and including August 31, 2007 shall remain unchanged.

4. **MANAGED CARE FEES**

   a. PMAMC shall provide Client use of medical case management services , which shall be billed to Client at a rate of $95.00 per hour.

   b. PMAMC shall provide Client use of disability management coordinator services, which shall be billed to Client at a rate of $95.00 per hour.

c. For medical bill review and repricing services, Client shall pay a fee of 25% of the total savings resulting from use of PMAMC's Cost Containment Programs.

5. RISK CONTROL SERVICE FEE

PMAMC shall provide risk control services at a rate of $125.00 per hour.

6. SECTION 111 REPORTING

a. Client understands and acknowledges that it is primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

b. Client authorizes and PMAMC agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's open claims being administered pursuant to the Agreement only.

c. PMAMC shall charge and Client shall pay a fee of $6.00 per claim for any claim PMAMC needs to query pursuant to the Agreement.

d. Client acknowledges and agrees to provide PMAMC with complete, accurate, and timely data for Section 111 reporting purposes.

e. Conditioned on the aforementioned, PMAMC shall commence reporting of Client's data as directed by CMS, and shall continue for as long as PMAMC is contractually obligated to administer Client's claims.

f. Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. PMAMC shall not indemnify, and specifically disclaims liability for any failure of: (1) Client to register as a RRE; (2) Client to execute any documents necessary to authorize PMAMC as its Account Manager/Reporting Agent; or (3) Client or its prior TPA to report Client's claims when they were first required to do so.

All other fees, terms, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Amendment to the Agreement to be executed by their duly authorized officers or representatives on the date first written above.

PMA MANAGEMENT CORP.

BY:_____

TITLE:_____

VILLAGE OF PORT CHESTER

BY:_____

TITLE:_____

Approved as to Form:

_____
Village Attorney

Village of Port Chester (9179748)

Open Claims Status 2016

Open claims: 12

Joseph Nieto – W899503829 – DOL 4/19/95

The Injured Worker is a 50 year old former Police Officer diagnosed with failed lumbar fusion.

Following litigation including attachment to the labor market, the parties agreed upon an Indemnity only Section 32 Settlement in the amount of $135,200.00. The Indemnity loss line is now closed.

The medical remains open due to a large MSA of $96,000.00. The medical reserve reflects the current lifetime exposure. However, a more favorable MSA has been received and we are in the process of settling the medical exposure.

Plan of Action: Received approval for Section 32 resolution for $55k for the medical exposure Once completed we will close out.

William Matturo – W899603818 – DOL 7/11/96

The Injured Worker is a 58 year old, former Mechanic, classified permanent total, due to a back injury, requiring surgery. Section 15-8(d) established. Reserves reflect the 15-8 exposure. We continue to receive full reimbursement for Indemnity and Medical benefits from Special Funds Conservative Committee.

The last Alive and Wellness check reports his condition is getting worse, in addition to his low back pain, it is now affecting his legs making it difficult to stand or walk erect. The Injured Worker continues occasional treatment with Pain Management Group for medications. The Injured Worker does receive Social Security Disability benefits and Medicare for health benefits. The Injured worker continues to report NO interest in settling the claim.

Plan of action:
15-8 Reimbursements will continue to be requested semi-annually, and an annual activity check will continue to be completed. Currently awaiting reimbursement for Medical and Indemnity 15-8 requests made 1/2016 and 3/2016. We will continue to manage the payments and 15-8 recovery process.

Nicholas Carriero Sr. – W899603814 – DOL 7/22/1996

The Injured Worker is a 76 year old former mechanic, classified permanent partial, due to a back injury from unloading tires. The Injured Worker has stated, he no longer sees a Physician for this injury, he just takes Ibuprofen as needed. The Medical reserve has been closed for this reason.

The Injured Worker receives Social Security Disability benefits and Medicare for health benefits. He also receives a NYS Pension in addition to his WC benefits.

Our Investigator met with the Injured Worker in April 2016, he reports his health is average. The Injured Worker treats with several Physicians for unrelated conditions of atrial fibrillation, high blood pressure (controlled with medication), and prostate issues.

We have sent several letters to both the Injured Worker and his Attorney for settlement interest with no response, no calls returned. The Injured worker did however tell our Investigator he has NO interest in settling the claim.

Plan of action:

Will continue to obtain annual activity checks and annual reporting to the Excess Carrier.

Raymond Horton – W899603815 – DOL 7/29/1996

The Injured Worker is a 75 year old former Sanitation Employee, classified permanent partial, due to a left shoulder injury from lifting. Section 15-8 established. Reserves reflect the 15-8 exposure.

The Injured Worker has multiple unrelated health issues, and his overall health is poor. The Injured Worker suffers from nerve problems, high blood pressure, heart problems, diabetes and circulation problems. He reports he takes about 15 different medications. He treats with Physicians at the VA Hospital in Bronx for these unrelated conditions, therefore the medical reserve has been closed.

The Injured Worker does receive Social Security Disability benefits, a Military Pension and a New York State Pension. The Injured Worker is a Vietnam Veteran injured in service, with a hand injury. Our last Activity check was 5/2015 and there was no change in over condition.

Plan of Action:

The Injured worker continues to report NO interest in settling the claim. Will continue to obtain annual

(due to age and health) in person, activity checks, and request 15-8 reimbursements. Last 15-8 request made 3/7/16 for Indemnity. No medical in last 6 Months.

Stanley Nowotnik – W890006576 – DOL 1/5/2000

The Injured Worker is a 61 year old, former Sanitation Employee, classified permanent partially disabled, due to a back injury from lifting. The Injured Worker has not treated since 2002, therefore the medical loss line remains closed.

Apparently the Injured Worker has deteriorated since his wife passed a couple of years ago and the mortgage foreclosed on his house. At the last in person Alive and Wellness check in March, the Injured Worker was sleeping on the couch when the Investigator arrived, and sat up with an unkempt appearance. The Injured Worker's daughter lives with him and takes care of his finances. The Injured Worker did not know how much income he received, he had to ask the daughter. He didn't even know if he was on Medicare. It was apparent to the Investigator that the Injured Worker was still drinking. Last visit was 5/2016.

No interest in settlement at this time.

We are currently working on the Excess reimbursement had have sent payment details received from PERMA to the carrier.

Plan of action:

We will continue to obtain annual activity checks, report to Excess, and request Excess reimbursements for payments above the retention.

Peter Dileo – W890006591 – DOL 2/18/2000

The Injured Worker is a 59 year old former Road Maintainer with a right knee injury after slip on ice. No 15-8. The Injured Worker retired 3/3/10. Currently, working part time as Security Guard. The Injured Worker has had multiple (four) surgeries on the right knee. The Injured Worker was authorized and scheduled for an additional surgery more than two years ago, but has not pursued.

Surveillance attempts have been negative for activity.

Stipulated to a 35% SLU which has been paid in February 2013. The Injured Worker continues to treat with two additional cortisone injections and an updated MRI was done in April. The MRI reported no progression since the 5/4/09 MRI. No treatment since MRI. SLU now paid. No activity at this time, the WCB marked the file "no further action." This matter was closed as per same as of 7/2013.

This matter has reopened as the injured worker has recently returned to Dr. Cushner and a TKR was mentioned. The injured worker underwent a Total Knee replacement on 4/27/16 and currently in post op care.

Rick Plateroti – W890107476 – DOL 9/26/01

The Injured Worker is a 52 year old, former Police Officer with neck and back injuries. Classified permanent partially disabled, with ongoing benefits at $400 per week.

The Injured Worker has under gone two neck fusions. His diagnosis is status post discectomy with cervical radiculitis. The Injured Worker reports pain relief with therapy. He was last examined by Dr. Nelson, his Orthopedic Physician on 6/24/14 who reports continued neck and low back pain, prescribed pain medication and recommended to continue physical therapy for the neck. Dr. Nelson also notes the Injured Worker suffers from high blood pressure and IBS (Irritable bowel syndrome).

A previous Activity Check reported the Injured Worker appeared inactive with weight gain, and visibly appeared uncomfortable with injuries. An updated Activity Check has been requested, will document the findings upon receipt of the report.

Letters were sent to the Injured Worker and his Attorney for provide job search logs as evidence of attachment to the labor force due to the partial disability, however, since this is a 2001 date of loss, the Injured Worker's Attorney responded with a letter stating an Injured Worker classified PPD, has NO obligation to complete our requests to search for work, along with supporting case law. The Worker's Compensation Board has issued penalties to Carriers who request re-opening of older files to attempt to raise attachment.

Section 32 settlement discussions have taken place in 2013, and the Injured Worker ultimately reported he had decided against settling his claim at that time.

Plan of Action:

We have requested surveillance as the Investigator has been unable to schedule a face to face (due to the Attorney), the Investigator has been instructed to obtain surveillance to determine his level of activity.

Will continue to review the medical reports for casually related treatment and schedule an Independent Medical Examination if treatment becomes questionable or excessive.

Will continue annual activity checks and attempts to reach out to all parties once activity checks are verified to see if we can agree to resolve claim with a Section 32 settlement.

Robert Howland – W890394334 – DOL 2/21/03

The Injured Worker is a 56 year old former Police Officer with claim established for the back, bilateral knees, right elbow, both hands and amended to include the neck and a depressive disorder. The Injured Worker is Classified permanently partially disabled (PPD). He had neck surgery done (Cervical Fusion), on

5/1/07.

Full Section 15-8 (Second Injury) claim, reimbursements received timely. The Injured Worker continues active treatment for his injuries, including seeing a Pain Management Specialist and Neurosurgeon for epidural injections and pain medication. The Injured Worker also treats with a Chiropractor.

Received an updated Alive and Well report on 2/18/15 and the Injured Worker lives a very sedentary life. The Injured Worker does receive social security disability benefits and a Pension in addition to his WC benefits. Again, the Injured Worker stated he was NOT interested in settling his claim.

Plan if action:

Will continue annual activity checks and 15-8 reimbursements. Last 15-8 reimbursement requested completed 4/6/2016.

Joseph Saline – W890395087 – DOL 3/7/03

The Injured Worker (IW) is a 48 year old former, Police Sergeant with a low back injury after twisting while running to the holding area. Classified permanently partially disabled (PPD). Full Section 15.8 established, reimbursements requested and received timely.

The Injured Worker had a severe exacerbation in November 2012 and was hospitalized. The MRI showed an increased herniation with a small tear in his low back. The Injured Worker was approved for lumbar decompression and fusion a couple of years earlier but was not interested in proceeding, until the exacerbation, he reported he cannot live with the symptoms the way they are. The Injured Worker proceeded with the surgery on 5/6/13. He received post-operative physical therapy and pain injections.

An Independent Medical Examination (IME) was completed on 3/28/14. The Consultant reported a poor result of the lumbar fusion due to no relief of symptoms and reports from the Injured Worker that the physical therapy made symptoms worse. Prognosis is poor due to long term nature of his disorder and persistence of symptoms over many years, and failure of surgery. The Consultant reported a marked partial disability and will not reach maximum medical improvement for at least another six months.

Due to the Injured Worker's high average weekly wage ($1668.57), even at a moderate rate of disability, the Injured Worker's benefits continue at the maximum compensation rate of $400.00 per week.

Plan of action:

Most recent activity check completed 4/2016, injured worker is inactive. No desire to settle to dare, will continue review to see if there is Section 32 Agreement interest. If no settlement interest, will continue to request timely 15-8 reimbursements (last reimbursement requests sent 3/2016) and we will continue annual activity checks.

Ronald Piper – W890394336 – DOL 6/29/03

The Injured Worker is a 56 year old Volunteer Firefighter, classified permanently, partially disabled (PPD) due to a neck injury. Post neck surgery in 2003. The case is apportioned 50% with a 1991 injury managed by Special Funds. Payments continue at $134.00 per week (50% of $268.00).

Alive and well check completed on 7/9/14 revealed the Injured Worker continues working full time at Lowe's as a Delivery Driver, and part time as a Janitor. However, as the Injured Worker was injured while performing duties as a volunteer firefighter, his benefits are statutory and not affected by any earnings he makes. As a volunteer firefighter, his rate is based on medical degree of disability, loss of wage earning capacity, not ability to work.

Several attempts to settle via Section 32 Agreement have been pursued, but the Injured Worker ultimately stated he did not want to settle this claim.

Plan of action:

Will continue to monitor the treatment, annual activity checks and continue to pursue settlement which is our only avenue to reduce exposure. Excess in on notice and will continue to be updated.

Albert Juliano – W890394342 – DOL 11/17/03

The Injured Worker is a 45 year old, former Police Officer, with case established for the neck and consequential adjustment disorder with mixed emotional features. Classified permanently partially disabled (PPD). Full Section 15-8 established, reimbursements requested and received timely.

The Injured Worker reports he is getting worse every year. We are in the process of obtaining an updated Activity Check to see his activity level. Also requesting his W-2's to see where he is financially, to be sure he is still entitled to the $400 per week benefit.

The Injured Worker has expressed settlement in the past, however, his last request was he wanted to net over $200,000.00, after the Medicare Set Aside (MSA) and Attorney's fee, which is an unrealistic

demand. Since this is a full 15-8 claim, Special Funds would only reimburse for the first 5.5 years and the Village would be responsible for the remaining balance (possible another 5 or more years). Again, completely unrealistic since the Village continues to receive full reimbursement at this time. Not entertaining his demand at this time.

Plan of action:

Will continue annual activity checks, and settlement interest until the injured Worker comes down to a realistic settlement demand. Most recent 15-8 requests completed 3/2016.

Reinaldo Santamaria – W880613078 – DOL 3/29/06 (2016 reopener)

The injured worker is a 42 year old police officer with case accepted for the right shoulder. Claimant had right shoulder arthroscopy 6/25/09. Our file was closed in January 2011 due to lack activity and no evidence of permanency. 15.8 was previously ruled out as no basis for same. In February 2016 notification received indicating claimant had medical evidence of a 30% scheduled loss of use of the right arm. File was reopened and an IME scheduled for 4/19/16. File reserved for possible 30% scheduled loss of use award.

Plan of action:

Secure IME results and resolve Scheduled loss of use for best possible result.

Cerreto, Tony

From: Leo_West@PMAGroup.com
Sent: Thursday, October 13, 2016 4:16 PM
To: Brancati, Edward
Cc: Cerreto, Tony
Subject: Fw: Village of Port Chester Runoff program 2016 Renewal
Attachments: Village of Port Chester amd may 24 16.pdf; Village of Port Chester 2016.docx; Village of Port Chester amd may 24 16.pdf

Good afternoon Ed/Tony,

Hope all is well!

Just wanted to follow up as my records indicate we did not yet received a signed copy of the 2016 renewal amendment with the Village. I have attached a copy for your convenience. If all is good, please have this amendment executed and forwarded to me (electronic if fine) and I will have it fully executed and sent to you for your records.

Please let me know if there are any questions.

Thanks,
Leo
Leo R. West III
Account Specialist | PMA Management Corp.

T: 856.727.3121 | C: 609.315.1481 | F: 856.727.3186
Leo_West@PMAGroup.com
PMA Companies | Old Republic Insurance Group
330 Fellowship Rd, Suite 200, Mount Laurel, NJ 08054
www.pmacompanies.com

----- Forwarded by Leo West/PMA/PMAGroup on 10/13/2016 04:13 PM -----

From: Leo West/PMA/PMAGroup
To: EBRANCATI@PORTCHESTERNY.COM,
Cc: TonyC@PortChesterNY.com
Date: 05/31/2016 08:05 AM
Subject: Fw: Village of Port Chester Runoff program 2016 Renewal

Good morning Mr. Bracanti,

In addition to the claims status reports below, please find a copy of the 2016 renewal amendment for your runoff program to be presented to the board and executed. Please let me know if there are any questions. If all is good, please have this amendment executed and forwarded to me (electronic if fine) and I will have it fully executed and sent to you for your records.

Thanks,
Leo

Leo R. West III
Account Specialist | PMA Management Corp.

T: 856.727.3121 | C: 609.315.1481 | F: 856.727.3186
Leo_West@PMAGroup.com
PMA Companies | Old Republic Insurance Group
330 Fellowship Rd, Suite 200, Mount Laurel, NJ 08054
www.pmacompanies.com

----- Forwarded by Leo West/PMA/PMAGroup on 05/31/2016 08:00 AM -----

From: Leo West/PMA/PMAGroup
To: "Brancati, Edward" <ebrancati@PortChesterNY.com>,
Cc: Brian DiGregorio/PMA/PMAGroup@PMAGroup
Date: 05/18/2016 11:08 AM
Subject: RE: Village of Port Chester Runoff program 2016 Renewal

Good morning Mr. Bracanti,

I have attached for your board meeting an updated status report for the open runoff claims. In lieu of the formal claims status reports which take 30 days notice for the team) this has all the claims information and updated plan of actions. Please note one additional claim reopened in 2016 and we are handling accordingly. I have also asked for a copy of the updated amendment and will send over once completed.

Please let me know should you have any questions.

Leo

Leo R. West III
Account Specialist | PMA Management Corp.

T: 856.727.3121 | C: 609.315.1481 | F: 856.727.3186
Leo_West@PMAGroup.com
PMA Companies | Old Republic Insurance Group
330 Fellowship Rd, Suite 200, Mount Laurel, NJ 08054
www.pmacompanies.com

From: "Brancati, Edward" <ebrancati@PortChesterNY.com>
To: "Leo_West@PMAGroup.com" <Leo_West@PMAGroup.com>,
Cc: "Cerreto, Tony" <TonyC@PortChesterNY.com>
Date: 05/12/2016 04:38 PM
Subject: RE: Village of Port Chester Runoff program 2016 Renewal

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Tony has asked that we move forward. Along with renewal amendment he as requested a report of the past year's activities to be presented to the Board of Trustees at their next meeting. Thank you for all your help.

From: Leo_West@PMAGroup.com [mailto:Leo_West@PMAGroup.com]
Sent: Wednesday, May 11, 2016 8:25 AM
To: Cerreto, Tony; Brancati, Edward
Cc: Brian_DiGregorio@pmagroup.com
Subject: Village of Port Chester Runoff program 2016 Renewal

Good morning Tony and Ed:

Kindly find the attached 2016-2017 renewal proposal for the continued handling of the Village's self-insured Workers' Compensation claims. Though there are two claims that reopened the program is performing well and we are able to submit the following proposal at the expiring rates with no increase to the Village.

Please review at your convenience. If this meets with your approval please let me know and I will start the paperwork for the renewal amendment.

We look forward to the opportunity to continue our partnership with the Village!

Thanks,

Leo

Leo R. West III
Account Specialist | PMA Management Corp.

T: 856.727.3121 | C: 609.315.1481 | F: 856.727.3186
Leo_West@PMAGroup.com
PMA Companies | Old Republic Insurance Group
330 Fellowship Rd, Suite 200, Mount Laurel, NJ 08054
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** The information contained in this e-mail message and any attachments transmitted with it are private, are intended solely for the use of the individual or entity to whom it is addressed and may contain confidential

and/or privileged material. If you have received this e-mail message in error, please immediately notify the sender by reply e-mail and delete the message. You should not print, copy, transmit, or otherwise disseminate the information contained in this e-mail message. Any use of this information other than by the intended recipient is prohibited. **

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Village of Port Chester (9179748)

Open Claims Status 10-2016

Open claims: 12

Joseph Nieto – W899503829 – DOL 4/19/95

The Injured Worker is a 50 year old former Police Officer diagnosed with failed lumbar fusion.

Following litigation including attachment to the labor market, the parties agreed upon an Indemnity only Section 32 Settlement in the amount of $135,200.00. The Indemnity loss line is now closed.

The medical remained open due to a large MSA of $96,000.00. The medical reserve reflects the current lifetime exposure. However, a more favorable MSA has been received and we are in the process of settling the medical exposure. Approval for Section 32 resolution for $55k for the medical exposure was received.

Plan of action: Awaiting hearing date for the Section 32. Once completed checks will be issued and we look to close out.

William Matturo – W899603818 – DOL 7/11/96

The Injured Worker is a 58 year old, former Mechanic, classified permanent total, due to a back injury, requiring surgery. Section 15-8(d) established. Reserves reflect the 15-8 exposure. We continue to receive full reimbursement for Indemnity and Medical benefits from Special Funds Conservative Committee.

The last Alive and Wellness check reports his condition is getting worse, in addition to his low back pain, it is now affecting his legs making it difficult to stand or walk erect. The Injured Worker continues occasional treatment with Pain Management Group for medications. The Injured Worker does receive Social Security Disability benefits and Medicare for health benefits. The Injured worker continues to report NO interest in settling the claim.

Plan of action:
Since the injured worker does not want to settle this matter as he is comfortable with his current situation 15-8 Reimbursements will continue to be requested semi-annually, and an annual activity check will continue to be completed. 15-8 reimbursements are up to date through 8/2016. We will continue to manage the payments and 15-8 recovery process.

Nicholas Carriero Sr. – W899603814 – DOL 7/22/1996

The Injured Worker is a 76 year old former mechanic, classified permanent partial, due to a back injury from unloading tires. The Injured Worker has stated, he no longer sees a Physician for this injury, he just takes Ibuprofen as needed. The Medical reserve has been closed for this reason.

The Injured Worker receives Social Security Disability benefits and Medicare for health benefits. He also receives a NYS Pension in addition to his WC benefits.

Our Investigator met with the Injured Worker in April 2016, he reports his health is average. The Injured Worker treats with several Physicians for unrelated conditions of atrial fibrillation, high blood pressure (controlled with medication), and prostate issues.

We have sent several letters to both the Injured Worker and his Attorney for settlement interest with no response, no calls returned. The Injured worker did however tell our Investigator he has NO interest in settling the claim.

Plan of action:

Will continue to pay indemnity, obtain annual activity checks to ensure alive and well and annual reporting to the Excess Carrier for continued recoveries.

Raymond Horton – W899603815 – DOL 7/29/1996

The Injured Worker is a 75 year old former Sanitation Employee, classified permanent partial, due to a left shoulder injury from lifting. Section 15-8 established. Reserves reflect the 15-8 exposure.

The Injured Worker has multiple unrelated health issues, and his overall health is poor. The Injured Worker suffers from nerve problems, high blood pressure, heart problems, diabetes and circulation problems. He reports he takes about 15 different medications. He treats with Physicians at the VA Hospital in Bronx for these unrelated conditions, therefore the medical reserve has been closed.

The Injured Worker does receive Social Security Disability benefits, a Military Pension and a New York State Pension. The Injured Worker is a Vietnam Veteran injured in service, with a hand injury. Injured worker passed away on 5/19/16 just prior to our annual wellness check.

Plan of Action:

At this time we have made final 15-8 reimbursement requests. Once received, we will post to claim. We sent the RFA-2 and obituary and once the board provides administrative decision and closes out their file we will close claim.

Stanley Nowotnik – W890006576 – DOL 1/5/2000

The Injured Worker is a 61 year old, former Sanitation Employee, classified permanent partially disabled, due to a back injury from lifting. The Injured Worker has not treated since 2002, therefore the medical loss line remains closed.

Apparently the Injured Worker has deteriorated since his wife passed a couple of years ago and the mortgage foreclosed on his house. Just after our last wellness check the injured worker passed away. We have a decision from the board to stop benefits.

We are currently working on the Excess reimbursement had have sent payment details received from prior to our handling.

Plan of action:

We are pursuing the last excess reimbursement. Once received we will look to close out claim.

Peter Dileo – W890006591 – DOL 2/18/2000

The Injured Worker is a 59 year old former Road Maintainer with a right knee injury after slip on ice. No 15-8. The Injured Worker retired 3/3/10. Currently, working part time as Security Guard. The Injured Worker has had multiple (four) surgeries on the right knee. The Injured Worker was authorized and scheduled for an additional surgery more than two years ago, but has not pursued.

Surveillance attempts have been negative for activity.

Stipulated to a 35% SLU which has been paid in February 2013. The Injured Worker continues to treat with two additional cortisone injections and an updated MRI was done in April. The MRI reported no progression since the 5/4/09 MRI. No treatment since MRI. SLU now paid. No activity at this time, the WCB marked the file "no further action." This matter was closed as per same as of 7/2013.

This matter has reopened as the injured worker has recently returned to Dr. Cushner and a TKR was mentioned.

Plan of action: The injured worker underwent a Total Knee replacement on 4/27/16 and currently in post op care. File now reserved in anticipation of an overall 55% scheduled loss of use which we expect sometime after April 2017. Claimant continues with PT and MG2 pending for additional eight weeks. An IME to address disability was set for 10/19. Though the claim has not yet pierced Excess has

been placed on notice.

Rick Plateroti – W890107476 – DOL 9/26/01

The Injured Worker is a 52 year old, former Police Officer with neck and back injuries. Classified permanent partially disabled, with ongoing benefits at $400 per week.

The Injured Worker has under gone two neck fusions. His diagnosis is status post discectomy with cervical radiculitis. The Injured Worker reports pain relief with therapy. He was last examined by Dr. Nelson, his Orthopedic Physician on 6/24/14 who reports continued neck and low back pain, prescribed pain medication and recommended to continue physical therapy for the neck. Dr. Nelson also notes the Injured Worker suffers from high blood pressure and IBS (Irritable bowel syndrome).

A previous Activity Check reported the Injured Worker appeared inactive with weight gain, and visibly appeared uncomfortable with injuries. An updated Activity Check has been requested, will document the findings upon receipt of the report.

Letters were sent to the Injured Worker and his Attorney for provide job search logs as evidence of attachment to the labor force due to the partial disability, however, since this is a 2001 date of loss, the Injured Worker's Attorney responded with a letter stating an Injured Worker classified PPD, has NO obligation to complete our requests to search for work, along with supporting case law. The Worker's Compensation Board has issued penalties to Carriers who request re-opening of older files to attempt to raise attachment.

Section 32 settlement discussions have taken place in 2013, and the Injured Worker ultimately reported he had decided against settling his claim at that time.

Plan of Action:

We have requested surveillance as the Investigator has been unable to schedule a face to face (due to the Attorney), the Investigator has been instructed to obtain surveillance to determine his level of activity. Will continue to review the medical reports for casually related treatment and schedule an Independent Medical Examination if treatment becomes questionable or excessive. Will continue annual activity checks and attempts to reach out to all parties once activity checks are verified to see if we can agree to resolve claim with a Section 32 settlement.

Robert Howland – W890394334 – DOL 2/21/03

The Injured Worker is a 56 year old former Police Officer with claim established for the back, bilateral knees, right elbow, both hands and amended to include the neck and a depressive disorder. The Injured

Worker is Classified permanently partially disabled (PPD). He had neck surgery done (Cervical Fusion), on 5/1/07.

Full Section 15-8 (Second Injury) claim, reimbursements received timely. The Injured Worker continues active treatment for his injuries, including seeing a Pain Management Specialist and Neurosurgeon for epidural injections and pain medication. The Injured Worker also treats with a Chiropractor.

Received an updated Alive and Well report on 2/18/15 and the Injured Worker lives a very sedentary life. The Injured Worker does receive social security disability benefits and a Pension in addition to his WC benefits. Again, the Injured Worker stated he was NOT interested in settling his claim.

Plan if action: Will continue annual activity checks and 15-8 reimbursements. Last 15-8 reimbursement received 7/2016 (Medical) and 8/2016 (Indemnity). The Injured worker continues to treat and received indemnity benefits and we will continue to request 15-8 reimbursements.

Joseph Saline – W890395087 – DOL 3/7/03

The Injured Worker (IW) is a 48 year old former, Police Sergeant with a low back injury after twisting while running to the holding area. Classified permanently partially disabled (PPD). Full Section 15.8 established, reimbursements requested and received timely.

The Injured Worker had a severe exacerbation in November 2012 and was hospitalized. The MRI showed an increased herniation with a small tear in his low back. The Injured Worker was approved for lumbar decompression and fusion a couple of years earlier but was not interested in proceeding, until the exacerbation, he reported he cannot live with the symptoms the way they are. The Injured Worker proceeded with the surgery on 5/6/13. He received post-operative physical therapy and pain injections.

An Independent Medical Examination (IME) was completed on 3/28/14. The Consultant reported a poor result of the lumbar fusion due to no relief of symptoms and reports from the Injured Worker that the physical therapy made symptoms worse. Prognosis is poor due to long term nature of his disorder and persistence of symptoms over many years, and failure of surgery. The Consultant reported a marked partial disability and will not reach maximum medical improvement for at least another six months.

Due to the Injured Worker's high average weekly wage ($1668.57), even at a moderate rate of disability, the Injured Worker's benefits continue at the maximum compensation rate of $400.00 per week.

Plan of action:

Most recent activity check completed 4/2016, injured worker is inactive. We are securing a full 15-8 on this matter so no Excess. The injured worker may have interest in settling. PMA has reached out to

Waiver Agreement Management Office (WAMO) for authorization to settle this claim. We would like to start this process to close out matter.

Ronald Piper – W890394336 – DOL 6/29/03

The Injured Worker is a 56 year old Volunteer Firefighter, classified permanently, partially disabled (PPD) due to a neck injury. Post neck surgery in 2003. The case is apportioned 50% with a 1991 injury managed by Special Funds. Payments continue at $134.00 per week (50% of $268.00).

Alive and well check completed on 7/9/14 revealed the Injured Worker continues working full time at Lowe's as a Delivery Driver, and part time as a Janitor. However, as the Injured Worker was injured while performing duties as a volunteer firefighter, his benefits are statutory and not affected by any earnings he makes. As a volunteer firefighter, his rate is based on medical degree of disability, loss of wage earning capacity, not ability to work.

Several attempts to settle via Section 32 Agreement have been pursued, but the Injured Worker ultimately stated he did not want to settle this claim.

Plan of action:

Will continue to monitor the treatment, annual activity checks and continue to pursue settlement which is our only avenue to reduce exposure. Excess in on notice and will continue to be updated.

Albert Juliano – W890394342 – DOL 11/17/03

The Injured Worker is a 45 year old, former Police Officer, with case established for the neck and consequential adjustment disorder with mixed emotional features. Classified permanently partially disabled (PPD). Full Section 15-8 established, reimbursements requested and received timely.

The Injured Worker reports he is getting worse every year. We are in the process of obtaining an updated Activity Check to see his activity level. Also requesting his W-2's to see where he is financially, to be sure he is still entitled to the $400 per week benefit.

The Injured Worker has expressed settlement in the past, however, his last request was he wanted to net over $200,000.00, after the Medicare Set Aside (MSA) and Attorney's fee, which is an unrealistic demand. Since this is a full 15-8 claim, Special Funds would only reimburse for the first 5.5 years and the Village would be responsible for the remaining balance (possible another 5 or more years). Again,

completely unrealistic since the Village continues to receive full reimbursement at this time. Not entertaining his demand at this time. The most recent demand is $350,000, again unrealistic.

Plan of action:

Will continue annual activity checks, and settlement interest until the Injured Worker comes down to a realistic settlement demand. 15-8 reimbursements are up to date.

Reinaldo Santamaria – W880613078 – DOL 3/29/06 (2016 reopener)

The injured worker is a 42 year old police officer with case accepted for the right shoulder. Claimant had right shoulder arthroscopy 6/25/09. Our file was closed in January 2011 due to lack activity and no evidence of permanency. 15.8 was previously ruled out as no basis for same. In February 2016 notification received indicating claimant had medical evidence of a 30% scheduled loss of use of the right arm. File was reopened and an IME scheduled for 4/19/16. File reserved for possible 30% scheduled loss of use award. Attending physician opined that he had a 30% SLU of the right arm. We had an IME and was able to negotiate a 26.25% SLU of the right arm. Cost savings on the file is $4,680.00

Plan of action: Notice of decision received for the SLU on 10/13 and Checks processed. Once checks clear and litigation resolved we will look to close out by 12/1.

Cerreto, Tony

From: Leo_West@PMAGroup.com
Sent: Wednesday, November 2, 2016 11:20 AM
To: Cerreto, Tony
Cc: Brancati, Edward
Subject: Re: FW: Renewal Agreement

Good morning Ed/Tony

The pricing that was projected for 6/1/2016-5/31/2017 by our actuary department is based on the number of claims being handled at the time of the actuary pricing review. This price is flat for the entire period. There were 12 open claims being handled by our lost time adjuster at that time.

The number of outstanding open claims will be reviewed again for the upcoming term before pricing is developed. Based on our recent review of the open losses the overall outlook is positive for a reduction in open pending. There are four claims that we are in the process of adjusting to closure and are hopeful to resolve before the 6/1/17 renewal date. Our actuaries, with our assistance, will review the open outstanding about 45 days prior to the renewal and pricing for any adjustments that can be made to the flat fee. Potentially, even lowering the flat fee if there are no claims that reopen that requiring handling.

Please let me know if you should have any questions.

Thank

Leo R. West III
Account Specialist | PMA Management Corp.

T: 856.727.3121 | C: 609.315.1481 | F: 856.727.3186
Leo_West@PMAGroup.com
PMA Companies | Old Republic Insurance Group
330 Fellowship Rd, Suite 200, Mount Laurel, NJ 08054
www.pmacompanies.com

From: "Cerreto, Tony" <TonyC@PortChesterNY.com>
To: '"Leo_West@PMAGroup.com"' <Leo_West@PMAGroup.com>,
Date: 11/02/2016 10:00 AM
Subject: FW: Renewal Agreement

Can you give me and Leo a call this morning? I have a 10 now should last about an hour. 939-2200

From: Cerreto, Tony

RES-5A,5B,5C
BOT 11-07-2016

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 Treasurer

BOT Meeting Date: 11/7/2016

Item Type: Resolution

Sponsor's Name:	Eric Zamft, Director of Planning & Economic Development
Sponsor's Name:	Leonie Douglas, Village Treasurer

Description	Yes	No	Description	Yes	No
Fiscal Impact	☒	☐	Public Hearing Required	☐	☒
Funding Source: Account #:			BID #		
			Strategic Plan Priority Area Many		
	Yes	**No**			
Agreement	☐	☒	**Manager Priorities**		
Strategic Plan Related	☒	☐	Planning & Zoning		

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

ACCEPTING A GRANT AWARD AND ESTABLISHING THE SOURCE OF FUNDS TO BE REIMBURSED FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #1528WC-PF223-15 SENIOR CENTER KITCHEN EQUIPMENT/INSTALLATION

ACCEPTING A GRANT REWARD AND ESTABLISHING THE FUNDS TO BE REIMBURSED FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #1528WC-PR222-15 SEWER IMPROVEMENT PROJECT

ACCEPTING A GRANT AWARD AND ESTABLISHING THE SOURCE OF FUNDS TO BE REIMBURSED FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #1528WC-PF223-15 SENIOR CENTER BUS

Summary

Earlier this year, the New York State Office of Community Renewal ("OCR") awarded the Village of Port Chester $750,000 in Community Development Block Grant ("CDBG") funds to use for sewer replacements, specifically to replace the damaged sewer pipes located on Broad Street and on North Main Street between Westchester Avenue and Willett Avenue (CDBG Project #1528WC-PR222-15; the "Sewer Project") and $106,745 in CDBG funds for improvements to the Port Chester Senior Center (CDBG Project #1528WC-PF223-15; the "Senior Center Projects"). Of the $106,745 awarded to the Village for Senior Center, $54,672 is to be used for a new Senior Center Bus, and $52,073 is to be used for Senior Center Kitchen Equipment/Installation.

These resolutions will accept the award of funding. Additionally, the CDBG grant program is a reimbursement program. Therefore, the Village must expend funds as part of a funded project, prior to requesting reimbursement. To that end, separate lines of funding must be established for both the Sewer Project and the Senior Center Projects.

The attached resolutions accept the awarded funding and authorize the Village Treasurer to establish separate sources of funds of the Sewer Project and the Senior Center Projects.

Proposed Action
Board adopt the resolutions

Attachments
3 Resolutions

RESOLUTION

ACCEPTING A GRANT AWARD AND
ESTABLISHING THE SOURCE OF FUNDS TO BE REIMBURSED FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #1528WC-
PF223-15 SENIOR CENTER KITCHEN EQUIPMENT/INSTALLATION

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

WHEREAS, the Village of Port Chester was awarded $52,073.00 in Community Development Block Grant ("CDBG") funding from the New York State Office of Community Renewal ("NYSOCR") for the Village of Port Chester Senior Center Kitchen Equipment/Installation; and

WHEREAS, the aforementioned funds will be reimbursed by NYSOCR on an ongoing basis and as requested by the Village of Port Chester; and

WHEREAS, the Village completed its historic and environmental review for the aforementioned project in accordance with NYSOCR standards; and

WHEREAS, the Village has requested the release of funds from NYSOCR and received notice to proceed; and

WHEREAS, the Village solicited multiple quotes for kitchen equipment/installation for the Village of Port Chester Senior Center and made a selection based on price and ability to match the needs of the Senior Center; and

WHEREAS, the project is ready to begin and requires the acceptance of this grant award and subsequent establishment of funds to be reimbursed.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees hereby accepts the grant award #1528WC-PF223-15 in the amount of $52,073.00 for Senior Center Kitchen Equipment/Installation; and further be it

RESOLVED, that the Board of Trustees hereby authorizes the Village Treasurer to establish the Senior Center Kitchen Equipment/Installation Project and modify the FY 2016-17 Capital Fund Budget as follows:

Revenue:

5.5.4989.2016-.167	CDBG 1528WC-PF223-15	$52,073.00

Appropriations:

5.6720.200.2016.167	Senior Center Kitchen Equipment/Installation	$52,073.00

Approved as to Form:

_____

Village Attorney, Anthony Cerreto

RESOLUTION

ACCEPTING A GRANT REWARD AND ESTABLISHING THE FUNDS TO BE REIMBURSED FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #1528WC-PR222-15

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

WHEREAS, 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, the specific award for Project #1528WC-PR222-15 is designated to pay for a portion of a Village-wide replacement of its sewer mains at an estimated cost of approximately $15,000,000; and

WHEREAS, the aforementioned funds for this award will be reimbursed by NYSOCR on an ongoing basis and as requested by the Village of Port Chester; and

WHEREAS, the Village completed its historic and environmental review for the aforementioned project in accordance with NYSOCR standards; and

WHEREAS, the Village issued a public notice on July 15, 2016 and which ended on August 14, 2016; and

WHEREAS, the Village has requested the release of funds from NYSOCR and received notice to proceed; and

WHEREAS, the Village issued a competitive bid for the project and subsequently selected a bid and entered into a contract with Joken Construction Corporation on October 15, 2016; and

WHEREAS, the project is ready to begin and requires the establishment of a source funds to be reimbursed.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees hereby accepts the grant award 1528WC-PR222-15 in the amount of $750,000 for the Sewer Improvement Project, and be it further

RESOLVED, that the Board of Trustees hereby authorizes the Village Treasurer to modify said Sewer Improvement 13/14 project in the Capital Fund as follows:

Increase Project Budget from $6,457,000 to $7,207.000

Additional Revenue

5.5.4989.2013.132	CDBG 1528WC-PF223-15	$750,000

Additional Appropriation:

5.8120.400.2013.132	Sewer Improvement 13/14	$750,000

Approved as to Form:

_____

Village Attorney, Anthony Cerreto

RESOLUTION

ACCEPTING A GRANT AWARD AND
ESTABLISHING THE SOURCE OF FUNDS TO BE REIMBURSED FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #1528WC-
PF223-15 SENIOR CENTER BUS

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

WHEREAS, the Village of Port Chester was awarded $54,672.00 in Community Development Block Grant ("CDBG") funding from the New York State Office of Community Renewal ("NYSOCR") for a new bus for the Village of Port Chester Senior Center; and

WHEREAS, the aforementioned funds will be reimbursed by NYSOCR on an ongoing basis and as requested by the Village of Port Chester; and

WHEREAS, the Village completed its historic and environmental review for the aforementioned project in accordance with NYSOCR standards; and

WHEREAS, the Village has requested the release of funds from NYSOCR and received notice to proceed; and

WHEREAS, the Village solicited multiple quotes for a new bus for the Village of Port Chester Senior Center and made a selection based on price and ability to match the needs of the Senior Center; and

WHEREAS, the project is ready to begin and requires the acceptance of this grant award and subsequent establishment of funds to be reimbursed.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees hereby accepts the grant award #1528WC-PF223-15 in the amount of $54,672.00 for a new Senior Center bus; and further be it

RESOLVED, that the Board of Trustees hereby authorizes the Village Treasurer to establish the Senior Center Bus Project and modify the FY 2016-17 Capital Fund Budget as follows:

<u>Revenue:</u>

5.5.4989.2016.166	CDBG 1528WC-PF223-15	$54,672.00

Appropriation:

5.5.6720.203.2016.166	Senior Center Bus	$54,672.00

Approved as to Form:

_____
Village Attorney, Anthony Cerreto

RES- 06
BOT 11-07-2016

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

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 11/7/2016

Item Type: Resolution

Sponsor's Name: Select Sponsor's Name.

	Yes	No	Description	Yes	No
Fiscal Impact	☐	☒	Public Hearing Required	☐	☒
Funding Source: Account #:					
	Yes	No	**Strategic Plan Priority Area** N/A		
Agreement	☐	☒	**Manager Priorities**		
Strategic Plan Related	☐	☒	N/A		

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

COUNSEL TO MAYOR ARISING OUT OF CERTAIN CORRESPONDENCE BETWEEN THE VILLAGE MANAGER AND MAYOR

Summary

Background:

At the instance of Trustee Ceccarelli, this resolution seeks to bring closure to an investigation sought by the Board of Trustees that originated out of certain correspondence between the Village Manager and Mayor. The Board has had discussion with regard to the resolution.

The correspondence raised issues arising out of procurement processes with regard to the dog run at Abendroth Park, Marina bulkhead and grant-writing services.

Owing to the unique circumstances presented, the Board elected to retain a special counsel qualified in workplace investigations.

Special counsel provided a report and addendum which concluded that the Mayor should have proactively disclosed the full nature and extent of his business relationship with a firm and recused himself from participating in the debate and vote over its bid for grant-writing services so as to avoid any appearance of impropriety.

Proposed Action
Adopt the resolution

Attachments
Resolution Report of Special Counsel, Brian Murphy dated April 4, 2016 Addendum to Report dated April 12, 2016

COUNSEL TO MAYOR ARISING OUT OF A CERTAIN CORRESPONDENCE BETWEEN THE VILLAGE MANAGER AND MAYOR

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 Manager, Christopher Steers, directed correspondence dated October 5, 2015 to Mayor Dennis Pilla, and provided copies to the Board of Trustees and the Village Attorney, Anthony Cerreto; and

WHEREAS, the correspondence raised issues arising out of a procurement process with regard to the dog run at Abendroth Park, Marina bulkhead, and grant-writing services; and

WHEREAS the Village Attorney was placed in the position of being a potential witness in certain of these matters; and

WHEREAS, the Board took judicial notice that Section 77-7D of the Village Code provides that "[T]he 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, the Manager and Mayor are not insulated from such scrutiny; and

WHEREAS, given the unique circumstances presented, the Board elected to delegate its investigatory authority to a special, independent counsel to conduct fact-finding, make conclusions of law and recommend the proper course of action; and

WHEREAS, on November 2, 2015, the Board authorized the retainer of Brian Murphy ("Attorney Murphy") of, the Matera Law Firm, Melville, New York, who was highly qualified given his past service as an assistant district attorney and prior employment with the Village's Labor Counsel whose assignments involved several workplace investigations in the various Village Departments; and

WHEREAS; after investigation, which involved considerable time consisting of interviews, reviewing extensive records and legal research, Attorney Murphy presented the Board a written report dated April 3 2016 ("Murphy Report"); and

WHEREAS, at a meeting on April 4, 2016, the Board accepted the Murphy Report which concluded that the Mayor violated the Code of Ethics when he should have (but did not) disclose the full nature and extent of his business relationship with the Laberge Group and recuse himself from participating in the debate and vote over its bid for grant-writing services so as to avoid any appearance of impropriety; and

WHEREAS, Attorney Murphy recommended that the Board counsel the Mayor as to same and his future performance of the mayoral duties in accordance with the Code of Ethics; and

WHEREAS, Attorney Murphy further recommended that the Board counsel the Mayor as to the limited role and minimal independent authority of the office of the mayor; and

WHEREAS, as an alternative to formal action, the Board caused the delivery of a proposed letter prepared by Attorney Murphy for the Mayor to sign that would acknowledge the findings and conclusions of the Murphy report; and

WHEREAS, since that time, the Mayor has made a public statement as to his conduct and that he would not agree to sign any such acknowledgment letter; and

WHEREAS, the Board is therefore left with the recommendation of Attorney Murphy to counsel the Mayor as to his actions in the form of a resolution. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby counsels the Mayor that he should have complied with the Village's Code of Ethics and proactively disclosed the full nature and extent off his business relationship with the Laberge Group and recused himself from participating in the debate and vote over its bid for grant-writing services so as to avoid any appearance of impropriety; and be it further

RESOLVED, that the Board further counsels the Mayor of the limited role and minimal independent authority of the office of the mayor; and be it further

RESOLVED, it is the expectation of this Board that going forward that the Mayor, and indeed all members. should be mindful or their obligation to conduct themselves with the highest of ethical standards to assure the confidence of the public in the discharge of their official duties, and when confronted with a potential ethical issue, all should avail themselves of the Village's Board of Ethics for guidance; and be it further

RESOLVED, that with this resolution, the Board desires that the matter be brought to a close so that it may devote its time to other Village business.

Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

MEMORANDUM

TO: THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER

FROM: BRIAN P. MURPHY, ESQ., THE MATERA LAW FIRM

SUBJECT: FINAL REPORT – SPECIAL COUNSEL INVESTIGATION

DATE: APRIL 3, 2016

CC: T. CERRETO, VILLAGE ATTORNEY

I. Introduction and Scope of Investigation

On October 5, 2015, Christopher D. Steers, Village Manager of the Village of Port Chester (hereinafter "Mr. Steers") provided the Board of Trustees of the Village of Port Chester (hereinafter the "Board") with a Memorandum titled "Your Bid Process Concerns" (hereinafter the "Memo"). See Ex. A. The Memo highlighted Mr. Steers' concerns regarding his interactions with Mayor Dennis J. Pilla (hereinafter "Mayor Pilla") in two areas: 1) Mr. Steers' concerns about Mayor Pilla's involvement in competitive bids and/or Requests for Proposals ("RFPs"); and 2) Four (4) instances where Mr. Steers felt that Mayor Pilla threatened Mr. Steers' continued employment as Village Manager.

Because of the Memo and other events that occurred in subsequent weeks, on November 2, 2015 the Board resolved to retain me as Special Counsel to the Board and charged me with investigating the communications between Mr. Steers and Mayor Pilla.

It is clear that there is a rift in the working relationship between Mr. Steers and Mayor Pilla. In an effort to save the Village time and money, this memorandum will not explore why Mr. Steers' and Mayor Pilla's work relationship is suffering. Similarly, it will not recommend solutions as to

how it can be fixed. The scope of this investigation and memorandum is limited to the matters raised in and arising out of Mr. Steers' Memo.

II. Executive Summary

Competitive Bids and RFPs

- Dog Park Competitive Bid –
  - Findings – I have not discovered evidence indicating that Mayor Pilla's questioning of the dog park competitive bid process and/or cost of the dog park fence amounted to "push[ing] towards a particular fence company" or "bid rigging."
  - Recommendation –
    - Take no further action.

- Grant Writing RFP –
  - Findings – Mayor Pilla's admitted failure to disclose his prior professional relationship with the Laberge Group ("Laberge") is a clear violation of the Village's Code of Ethics. This violation is more significant due to the recent discovery of an informational "high" priority email sent by Laberge Vice President Benjamin H. Syden, A.I.C.P. ("Mr. Syden") to Mayor Pilla on September 8, 2015 at 4:46 p.m. (see Ex. I) – just two hours before the Board was to vote to award the grant writing RFP to Laberge's competitor, Millennium Strategies, LLC ("Millennium"). The email from Mr. Syden highlighted Laberge's advantages over the Millennium. During the subsequent Board meeting Mayor Pilla failed to disclose his professional relationship with Laberge and his recent receipt of information from Laberge relevant to the RFP. When his prior relationship with Laberge later came to light, Mayor Pilla failed to fully disclose the nature and extent of the relationship and declined to recuse himself from both the debate and the vote on the RFP.
  - Recommendations –
    - If not currently adhered to, the Village should immediately comply with Village Code § 53-7(F), which requires all elected officials (among others) to read the Code of Ethics and sign/date indicating they have read it and understand its contents.
    - The Board of Trustees should counsel Mayor Pilla in writing regarding his violation of the Code of Ethics. Once Mayor Pilla learned that Laberge was a finalist in the grant writing RFP, in order to avoid the appearance of giving preferential treatment and/or adversely affecting the confidence of the public in the integrity of it its public officials, Mayor Pilla should have proactively disclosed the full nature and extent of his relationship with Laberge and recused himself from participating in the subsequent debate and vote to avoid any appearance of impropriety.

- Bulkhead RFP –
  - Findings – Mayor Pilla's conduct during portions of the Bulkhead RFP was ill-advised, but I disagree with Mr. Steers' assertion that Mayor Pilla's conduct amounted to "collusion" and/or criminal conduct.

- "Collusion" Allegation – Discussing the June 2, 2015 Executive Session, Trustee Adams backed off of his use of the word "collusion" regarding Mayor Pilla's conduct, stating that he used the wrong word. Trustee Adams advised me that he did not think Mayor Pilla was colluding with any bidder. Trustee Adams stated that during the Executive Session he was frustrated that the Mayor acted one way during McLaren's presentation (engaged), but differently during Boswell's presentation (passive).
- "Four Votes" Threat Allegation – I find that Mayor Pilla's telephone conversation with Village Attorney Anthony Cerreto ("Mr. Cerreto"), wherein Mayor Pilla stated, "[w]hat do I have to do with Steers to get him on board with McLaren, get four votes against him?" occurred. Although improper, Mayor Pilla's statement does not constitute an objective threat to Mr. Steers' continued employment as Village Manager because Mayor Pilla did not have any independent power to fire Mr. Steers and did not have the four (4) votes required to take action against Mr. Steers under the Village Charter. Further, Mayor Pilla's statement was not a violation PL § 195.05, Obstruction of Governmental Administration or any other criminal statute. Mayor Pilla did not possess the requisite intent to commit OGA because despite his expression of frustration there is insufficient evidence suggesting that it was Mayor Pilla's "conscious objective" to terminate Mr. Mr. Steers' employment.

- Recommendations –
  - The Board should refrain from conducting interviews and/or receiving presentations regarding controversial subjects (such as the bulkhead RFP) during Executive Sessions. In the alternative, the Board should record any such events conducted during Executive Sessions so that the public may later review such interviews and/or presentations.
  - Mayor Pilla should be counseled and/or reminded of the limited role and minimal independent authority of the Mayoral position under the Village's Charter.

The Four (4) "Threats" Mr. Steers Alleges Mayor Pilla Made Against Mr. Steers' Continued Employment as Village Manager

- Threat 1 – "Not part of my team" and "services no longer needed" – October 2012. Meeting regarding the collapsed bulkhead between Mr. Steers, Mayor Pilla, Mr. Cerreto, and (former) Planning Director Christopher Gomez ("Mr. Gomez").
  - Findings – I find this conversation occurred because both Mr. Cerreto and Mr. Gomez corroborated Mr. Steers' account of this meeting. However, Mayor Pilla's statements do not amount to an actionable threat against Mr. Steers' employment. Mayor Pilla cannot unilaterally terminate Mr. Steers' employment. Such action requires a majority of the Board. The Village Manager serves at the pleasure of the Board. Should the majority of the Board so choose it could terminate Mr. Steers' employment at any time, subject to the terms of his employment agreement. Although speaking to fellow public servants is likely bad for moral and counter-productive, it does not constitute a threat and/or misconduct.
  - Recommendation –

- Take no further action.

- Threat 2 – "Not part of my team" and "staff insubordinate" – On or about October 25, 2012. IDA meeting re: the marina between Mr. Steers and Mayor Pilla.
  - Findings – Due to its similarity with the corroborated "Threat 1" and Mayor Pilla's failure to contemporaneously object to Mr. Steers' subsequent email summarizing their meeting (see Ex. P), I find that this meeting between Mr. Steers and Mayor Pilla more likely than not occurred. However, for the identical reasons set forth above in "Threat 1", there is insufficient evidence indicating that Mayor Pilla's statements amount to a threat against Mr. Steers' continued employment and/or misconduct.
  - Recommendation –
    - Take no further action.

- Threat 3 – March 6, 2015 – Westmore News Chart "Mayoral Candidates Pinned Down on Village Issues" – Mayor Pilla said he would not keep Mr. Steers as Village Manager. See Ex. Q.
  - Findings – Despite Mr. Steers' subjective feelings, Mayor Pilla's one-word response to the Westmore News during his reelection campaign is not an actionable threat against Mr. Steers' employment. Mr. Steers' role as Village Manager is the most important position in the Village and is fair game for discussion and debate, particularly during election season. Even though Mr. Steers perceived such a statement as a "threat", such is the nature of politics and it is a risk of the position he serves in.
  - Recommendation –
    - Take no further action.

- Threat 4 – Summer 2015 – Mayor Pilla's telephone conversation with Mr. Cerreto, wherein Mayor Pilla stated, "[w]hat do I have to do with Steers to get him on board with McLaren, get four votes against him?"
  - Discussed in detail in the Bulkhead RFP summary and analysis.

Kevin Brennan Interview

- Mayor Pilla's Request that I Speak with Mr. Brennan
  - Findings – I find that although it is possible Mr. Brennan may have overheard Mr. Steers verbalize his frustration with Mayor Pilla at one point or another, there is insufficient credible evidence to find that Mr. Steers stated, "[w]e have to get Dennis out of office as soon as possible," or words that effect. Even if Mr. Steers had stated that or something similar, it is not of any probative value to this investigation because that statement is similar to Mayor Pilla's ill-advised and frustrated statements discussed at length above.
  - Recommendation –
    - Take no further action.

III. Exhibits

Ex. A – C. Steers October 5, 2015 Memorandum

Ex. B – July 20, 2015 Dog Park Resolution

Ex. C – July 29, 2015 Letter from Dolph Rotfeld Engineering, P.C.

Ex. D – July 30-31, 2015 Dog Park Email Chain

Ex. E – Globe Fence and Railings, Inc. RFP Lump Sum Pricing

Ex. F – Central Industries, Inc. RFP Lump Sum Pricing

Ex. G – Grant Writing RFP Interview Sheets

Ex. H – Professional Staff's Millennium Recommendation

Ex. I – September 8, 2015 Email from Benjamin H. Syden to Mayor Pilla Regarding Grant Writing RFP

Ex. J – Westmore News, Vol. 51, No. 40 – Ethics Article

Ex. K – The Laberge Group – January 12, 2015 Town of Greenburgh Proposal for Professional Services and March 2, 2015 Supplemental Response

Ex. L – Town of Greenburgh December 4, 2014 – RFP Information Meeting Attendance Sheet

Ex. M – Subpoena to the Laberge Group Dated February 26, 2016

Ex. N – Richard F. Laberge Affidavit Dated March 10, 2016

Ex. O – Village of Port Chester Code of Ethics

Ex. P – "Threat 2" Email Correspondence

Ex. Q – Westmore News March 6, 2015 Mayoral Chart

IV. Standard of Review

This investigation is not a criminal investigation. However, for my findings and recommendations, I reviewed the evidence utilizing the burden of proof set forth in New York Criminal Procedure Law ("CPL") § 190.65, which governs Grand Jury proceedings in the State of New York. CPL § 190.65 states, in pertinent part, that, "a person may be indicted for an offense when (a) the evidence . . . is legally sufficient to establish that such person committed such offense provided, however, such evidence is not legally sufficient when corroboration that would be required, as a matter of law, to sustain a conviction for such offense is absent, and (b) competent and admissible evidence before it provides reasonable cause to believe that such person committed such offense."

Under CPL § 70.10, "legally sufficient evidence" means "competent evidence which, if accepted as true, would establish every element of an offense charged and the [individual's] commission thereof..."

V. Competitive Bids and Requests for Proposals[1]

a. Dog Park Competitive Bid

In his October 5, 2015 memorandum, Mr. Steers expressed concern regarding the Mayor's role in the Competitive Bid Process regarding the construction of the Port Chester Dog Park in Abendroth Park ("Dog Park"). See Ex. A, pgs. 1-3.

According to Mr. Steers and Christopher Ameigh ("Mr. Ameigh"), a group of residents in support of the construction of the dog park (the "Dog Park Group"), simply wanted to "put up a fence". Mr. Steers stated that early in the process the Village received a fencing proposal for the dog park from Globe Fence and Railings, Inc. ("Globe). The Village's professional staff, including Mr. Steers and Mr. Ameigh, felt that the dog park required additional construction elements beyond

[1] Matters are addressed in the same order as in Mr. Steers' Memo.

fencing (i.e., site preparation, landscaping, and installation of walkways, benches, and poop stations) and with the Board's approval, put it out for a competitive bid to allow a general contractor to handle all aspects of the dog park construction.

The bid as initially posted was incomplete. On July 20, 2015 the Village posted "Addendum No. 1" to correct the bid. The amended bid fully complied with New York State competitive bidding laws and extended the bid submission date to July 27, 2015. The bid plainly stated that "[t]he contract will be awarded to the lowest, most qualified, responsible Bidder who complies with these instructions and with the Legal Notice." (Exhibit omitted for brevity). On July 20, 2015, to expedite decision making and construction, the Board resolved to authorize the Village Manager to "consider and make an award to the lowest responsible bidder with regard to the fencing for the dog run at Abendroth Park within the budgeted allocation for this project." See Ex. B. The resolution passed 5-0; Trustees Terenzi and Kenner were absent.

Five bids were received. On July 29, 2015, James Natarelli, P.E. of Dolph Rotfeld Engineering, P.C. wrote Mr. Steers a letter indicating that three (3) of the five (5) bids were deemed unresponsive because they were incomplete. Two (2) of the unresponsive bids, including that of Globe Fencing, only included bids for the fencing aspect of the job. Of the remaining responsive bidders, Mr. Natarelli recommended that Central Industries, Inc. ("Central") be awarded the dog park contract. See Ex. C. Under authority granted to him by the Board, Mr. Steers awarded the contract to Central and construction began within thirty (30) days of the award.

After learning of the award, on or about July 30, 2015 Mayor Pilla requested and received (along with the rest of the Board) a copy of the original dog park specifications and the bid packages. An email chain ensued, where the Mayor expressed regret about pre-authorizing the Village Manager to award the bid and took issue with the price of fencing included in Central's bid. See Ex. D. Specifically, Mayor Pilla pointed out that the lowest bid for fencing (Globe - $50,400;

see Ex. E) was eliminated because they "do not do shrubs or poop stations."[2] In reply, Mr. Steers explained the seven (7) specific purposes of the bid, pointed out that the Board (including Mayor Pilla) previously approved the competitive bid process, and counseled against scrapping the bid process at that late stage of the process. See Ex. D.

Findings

Based on the above, my viewing of the public sessions of the relevant Board meetings and my conversations with Mr. Steers, Mr. Ameigh, and Mayor Pilla, I have not discovered evidence indicating that Mayor Pilla's questioning of the dog park competitive bid process and/or cost of the dog park fence amounts to "push[ing] towards a particular fence company" or "bid rigging." Fencing was the most expensive component of the dog park. Central's winning bid was $112,811. Well more than half of that amount, $65,400, was earmarked for fencing. See Ex. F. As Mayor Pilla alluded to in his email, the cheapest fence company's bid (Globe) was approximately 20% less than Central's. Although Globe was utterly unresponsive to the Village's bid request because it only accounted for fencing, Mayor Pilla's concern about the cost of the fencing and the bid process in general was fair comment. See Ex. D.

However, despite the Mayor's opinion, the purpose of the dog park competitive bid process was clear. It was not just about fencing. As stated in Mr. Steers' email, "the process allows us to build a safe dog run, within a park, next to a children's playground.... [t]he bid is structured to allow [the Village] to come in on budget while simultaneously allowing [the Village] to accept donations to cover any gaps." See Ex. D. The bid process accomplished its goal. The dog park was safely and professionally constructed under the oversight of one general contractor, on time, and essentially on budget.

[2] Central's fencing bid was $65,400. See Ex. F.

Recommendation

- Take no further action.

b. Grant Writing RFP

On June 29, 2015, the Village put out a RFP for Grant Writing Services. Responses were due on or before July 17, 2015. Responsive proposals were received from Laberge and Millennium. During interviews conducted by the Village's professional staff, representatives from both Laberge and Millennium were asked if there were any "existing personal/professional ties to Port Chester". Both applicants responded "no". See Ex. G. After vetting both candidates, the Village's professional staff recommended the Board accept Millennium's proposal. The vote was placed on the Board's September 8, 2015 agenda and the professional staff's reasoning for their recommendation of Millennium over Laberge was included in the packet delivered to Board members. See Ex. H.

At 4:56 p.m. on September 8th, just more than (2) hours prior to the start of the Board's public meeting, Mayor Pilla received a "High" priority email from Laberge Vice President Benjamin H. Syden ("Mr. Syden"). See Ex. I. The email did not include any greeting or introduction; it cut and pasted information from Millennium's website. Mr. Syden then added:

> We have secured over $135 million since 2000. Plus we just got up to an $18 million zero interest loan for a client which is equal to over a $3 million grant for a water line! That isn't included in our numbers.
>
> We won 11/14 CFA last year alone and have secured over 100 DCBG grants including housing, homeownership, micro enterprise, strategic planning, water, wastewater, flood mitigation, sidewalk, and public facilities.
>
> NYS funding and implementation is our specialty.

See Ex. I.

During the public session of the September 8, 2015 meeting Mayor Pilla initiated the grant writing conversation by asking if the Village was choosing a New Jersey firm (Millennium) for this

RFP. During the ensuing conversation between Mayor Pilla and Mr. Steers, the Mayor expressed significant concerns about Millennium's relative lack of experience with New York-focused grant writing and pointed out that Millennium does not have a prior relationship with the Village, so it does not know the Village. The Mayor stated that he was "not carrying water with any vendor over another", but discussed Laberge's lengthy history in the Village and listed approximately eight (8) matters Laberge previously worked on for the Village. The Mayor successfully made a motion to table the vote until the next meeting so the professional staff could further explore Millennium's grant writing experience in New York. Mayor Pilla did not disclose his prior professional relationship with Laberge nor that earlier that day he received an email from Mr. Syden of Laberge in support of Laberge's proposal.

Two days later, on September 10, 2015, Mr. Steers submitted a *confidential* Memorandum to the Board sharing that he learned that there was an existing relationship between Laberge and Mayor Pilla that was not disclosed by Laberge during their interview nor by Mayor Pilla during the September 8, 2015 Board meeting. The memo included an article from Laberge's website co-authored by Mayor Pilla as well as a PowerPoint presentation of a joint presentation Mayor Pilla conducted with Mr. Syden in February of 2015 at the NYCOM conference regarding shared services. Mr. Steers recommended that Laberge be disqualified from consideration because, during the interview process, they failed to disclose their relationship with Mayor Pilla. Further, Mr. Steers recommended that Mayor Pilla recuse himself from any further discussion on the matter. A copy of Mr. Steers' September 10, 2015 Memo is attached to Exhibit A.

At the September 21, 2015 Board Meeting, when discussion turned to the grant writing vote, the Mayor began by publicly stating that the only work relationship he had with Laberge stemmed from when Laberge previously worked for the Village. He also stated that he had conducted a presentation on shared services with Ben Syden of Laberge at NYCOM early in 2015, but received

no compensation from Laberge; no contracts were entered into, so there was no conflict of interest. He commented that the Code of Ethics "clearly" states that the conflict issue centered on whether there was compensation. Because there was none here, Mayor Pilla felt this was not a conflict and he could be involved in the grant writing debate and vote. Trustee Terenzi disagreed and recommended that Mayor Pilla recuse himself from this discussion and voluntarily report himself to the Village's Ethics Board regarding the situation. Mayor Pilla declined.[3] Mayor Pilla participated in the rest of the grant writing conversation and participated in the vote. Millennium was awarded the bid by a vote of 5 – 2 (Mayor Pilla and Trustee Brakewood voted for Laberge).

Later that week, Mayor Pilla was interviewed by Jananne Abel of the Westmore News regarding the Laberge issue. See Ex. J. In the article, Mayor Pilla stated that he, "didn't recuse [him]self because [he] didn't have to." He added that he, "never had a formal relationship with the Laberge Group. [He] did have discussions about working together on a project before [he] became a [mayoral] candidate.... It was interesting to consider but [he] said no." Id. In the article, Mayor Pilla conceded that he should have disclosed that Laberge "did talk to [him] about an interest in working together on a project, but [he] declined and nothing formal was ever consummated and there is therefore no reason to recuse [himself]. [He] didn't want to skirt the issue the other night, but [he]didn't want it to become a distraction." Id. The Mayor added that he would rectify his oversight during the next Board meeting. Additionally, Mayor Pilla added that he did go to a meeting in Greenburgh when he was considering teaming up with Laberge on a project,[4] but went no further describing his involvement with Laberge and the Town of Greenburgh. Id.

[3] During this Board meeting Mayor Pilla failed to disclose that he also worked with Laberge in early 2015, by jointly submitting a proposal to the Town of Greenburgh in response to a RFP.

[4] This article appears to be the first time Mayor Pilla publicly discussed his participation in Laberge Group's response to the Town of Greenburgh RFP.

On October 5, 2015, Mr. Steers provided the Board with the Memorandum that prompted this investigation. See Ex. A. Later that day, during that evening's Board meeting Mayor Pilla reiterated that he had no formal relationship with Laberge, but should have disclosed that he had a discussion with Laberge about working with them on a project, but declined to proceed with the project Laberge when he became a mayoral candidate. He reiterated that he never received a dollar from Laberge, never had a conflict with them, and that there was no "business consideration" for him related to the NYCOM presentation. He stated he only spoke from his prior experiences as Mayor of Port Chester. Mayor Pilla also added, in sum and substance, that under normal circumstances, perhaps he "may" have recused himself on Laberge even though he did not have to, because of appearances. But because no one else on the Board was speaking out about whether or not New York experience was needed for grant writing, he felt strongly that the Village would be wasting money without that conversation. Thus, he participated in the debate and vote.

One month later, at the November 2, 2015 Board meeting, Mr. Steers provided the Board with copies of a response he received from a FOIL request he submitted to the Town of Greenburgh regarding a RFP for a review of Greenburgh's Department of Public Works ("DPW"). The cover pages of Laberge Group's Proposal dated January 12, 2015 and Supplemental response dated March 2, 2015 indicate that the proposal was submitted, "In Association with: DP Strategic Advisory Services", Mayor Pilla's consulting firm.[5] Truncated proposals of both submissions are attached as Exhibit K. During Greenburgh's RFP process, Greenburgh held an Information Meeting on December 4, 2014. Mayor Pilla attended the meeting on behalf of Laberge, signed the attendance sheet as Dennis Pilla and wrote that his company was the Laberge Group. See Ex. L.

[5] According to Mayor Pilla, DP Strategic Advisory Services is just a name he came up with. It is not incorporated, has no employees, and has never earned any money.

In addition to the above, during my investigation regarding the grant writing RFP I spoke with Mayor Pilla on numerous occasions (both in person and over the telephone), served a Board-issued subpoena on Laberge on or about February 26, 2016 (see Ex. M), received a response to said subpoena on or about March 11, 2016, and, on March 22nd, conducted a telephone phone interview with Laberge President Richard F. Laberge, P.E. ("Mr. Laberge"), Vice President Benjamin Syden, A.I.C.P. ("Mr. Syden"), and their counsel, John E. Sweeney, Esq.

Mayor Pilla

During my initial interview of Mayor Pilla, in detail he advised me of his (and the Village's) positive experiences with Laberge in years past, his respect for Laberge and their knowledge of grant writing, and their vast experience throughout New York State. In that interview as well as numerous follow-up conversations Mayor Pilla repeatedly "threw himself on the sword" and acknowledged that at the time of the grant writing debate, he made a mistake by failing to disclose his joint Laberge-DP Strategic Advisory Services NYCOM presentation as well as his role in the Greenburgh RFP. However, he ardently maintained that his goal throughout the grant writing debate was not to steer the Village to Laberge or any other entity, but rather to emphasize that, in his opinion, the Village was making a mistake by selecting a New Jersey based company to do New York grant writing.

Mayor Pilla advised me that he did not initially disclose his involvement with Laberge for two (2) reasons. First, the Mayor was very concerned with the grant writing RFP process as a whole and took issue with the selection criteria for the RFP. He thought it was poorly constructed because it did not include New York grant writing experience as a requirement. In the Mayor's opinion, because New York experience is essential for New York grant writing, his goal was to point out that Millennium did not have the requisite New York experience necessary to work on the Village's behalf. The Mayor wanted to focus the debate on pointing out that Millennium was a

New Jersey based firm that had very little New York State and/or Westchester County grant writing experience. According to Mayor Pilla, he did not initially disclose his relationship with Laberge because he did not want his prior relationship with Laberge to take center stage and cloud the grant writing debate. His aim was to prevent the Board from hiring a firm that, in his opinion, was inferior to Laberge when it came to New York grant writing.

Second, the Mayor chose not to disclose his relationship with Laberge because at the time of the grant writing debate he had not read the Village's Code of Ethics in its entirety and was not aware of his obligation to disclose any such conflicts of interest, whether real or perceived. See Ex. O. The Mayor only recalled reading the Code of Ethics section requiring disclosure of financial interests in matters before the Board (presumably § 53-4(a) of the Village Code). Because he "never made a dollar from Laberge", never received a W-2 or 1099 from them, and never signed any type of contract with them, Mayor Pilla did not believe there was any problem with participating in the grant writing debate and/or vote. When I interviewed Mayor Pilla he advised me that after this issue was first publicly brought up, he read the full Code of Ethics and recognized that he should have disclosed the nature and extent of his and/or DP Strategic Advisory Services' relationship with Laberge.

Laberge's Greenburgh RFP proposal and supplemental response (see Ex. K) included very detailed information regarding the nature, extent, and cost of Mayor Pilla's proposed work for Greenburgh. For example, the initial proposal projected that over the course of the project, DP Strategic Advisory Services would work 270 hours at a billable rate of $85.00 per hour totaling $22,950.00 payable to DP Strategic Advisory Services. These projections were slightly reduced in the March 2nd supplemental response. Id. When I showed Mayor Pilla the projections he was surprised to see them. He advised me that he never saw the initial or supplemental proposals. Additionally, he stated that he never discussed his hourly rate ($85 per hour) or his projected

billable hourly totals with anyone at Laberge. He insisted that Laberge developed this information on their own, without his knowledge, input, or consent. During my telephone interview of Laberge, Mr. Syden confirmed that Laberge developed Mayor Pilla's hourly rate as well as his estimated billable hours on their own, without Mayor Pilla's knowledge, input or consent.

Mayor Pilla was even more surprised to see that he was included in Laberge's March 2nd supplemental response. During our conversation, the Mayor was adamant that "within a day or two" of announcing his candidacy for Mayor on January 31, 2015, he called Mr. Syden and left him a voicemail advising him that he was running for Mayor of Port Chester so must drop out of the Greenburgh RFP entirely. He was not aware that his name, company name, resume, modified description of services, hourly rate, and (reduced) estimated billable hours remained in Laberge's proposal well into March. When I asked how this could happen without his knowledge or permission, the Mayor surmised that Laberge left him in the Greenburgh RFP because he is known in Greenburgh and has a good reputation there; perhaps Laberge hoped leaving Mayor Pilla in the bid would help Laberge earn win the bid.

On March 22, 2016 I asked Mr. Laberge and Mr. Syden whether Mayor Pilla was involved with the Greenburgh RFP process to its end. Mr. Syden indicated that he was. Neither Mr. Laberge nor Mr. Syden had any recollection of, nor any correspondence showing that Mayor Pilla ever called, texted or emailed Laberge to withdraw from the Greenburgh RFP. Although Mayor Pilla was not intimately involved with the Greenburgh RFP process beyond Laberge's initial January 2015 submission, Mayor Pilla remained a part of "the team" throughout the Greenburgh RFP process and was included in the supplemental response submitted to Greenburgh on March 2, 2015.

In Laberge's estimation, Mayor Pilla remained involved in the RFP process until it ended in late March of 2015 when Greenburgh awarded the bid to a different firm.[6]

During my March 22, 2016 conversation with Laberge I also asked Mr. Syden whether he recalled sending Mayor Pilla a "High" priority email at 4:56 p.m. on September 8, 2015 regarding the grant writing RFP. See Ex. I. Mr. Syden did not have an independent recollection of sending any such email. Once provided with an opportunity to review a copy of the September 8, 2015 email, Mr. Syden acknowledged that he sent the email but, when questioned as to why he sent that email to Mayor Pilla, Mr. Syden stated that he did not know. I referenced that the Subject line of the email was "info" and that there was no salutation such as, "Hello Mayor Pilla". I asked if his email was sent in response to a text, email, or telephone conversation with Mayor Pilla, or if he sent it on his own. Mr. Syden responded that since he has no recollection of sending that September 8, 2015 email, he also has no recollection of what prompted him to send it. I advised Mr. Syden in the hours after his September 8, 2015 email the Board was scheduled to vote to award the grant writing RFP, and that the Village's professional staff recommended that the Board award it to Millennium. Mr. Syden advised me that he did not recall whether he was aware of the Board's agenda for that evening nor whether he was aware that the Village's professional staff recommended the bid be awarded to Millennium.

Thereafter, I had a telephone conversation with Mayor Pilla and asked if he recalled receiving an email from Mr. Syden at 4:56 p.m. on September 8, 2015 regarding the grant writing RFP; he stated he did not. After I read the contents of the email to the Mayor, he still did not recall receiving that specific email. As I did with Mr. Syden, I asked Mayor Pilla if he knew what

[6] During this investigation I reached out to and briefly spoke to the head of Greenburgh's DPW, Victor Carosi to discuss the RFP and Laberge / DP Strategic Advisory Services' role in it. I informed Mr. Carosi who I was and why I was calling. Mr. Carosi was willing to speak to me, but first sought to speak with the Town Attorney regarding my request. I never heard back from Mr. Carosi or Greenburgh's Town Attorney.

prompted Mr. Syden to send that email, (e.g., an earlier email, phone call, or text message). I asked Mayor Pilla to search his past emails, text messages and phone calls to see if he had a record of any such communication(s). Later that day Mayor Pilla texted me and stated that he did not see any texts to/from Mr. Syden on September 8, 2015, he did not have his phone call history available, and he did he recall having a phone conversation with Mr. Syden preceding the 4:56 p.m. email. Mayor Pilla stated that he found Mr. Syden's September 8, 2015 email, but it remained "unread" in his inbox.[7]

The Laberge Group

After Laberge initially failed to respond to my telephone calls and letters, on February 26, 2016 the Board issued a subpoena to Laberge demanding certain documents and seeking the testimony of Laberge principals and/or employees. See Ex. M. On or about March 11, 2016 my office received a written response from Laberge. It consisted of a sworn affidavit from President Richard F. Laberge (see Ex. N) and certified documents responsive to the Board's subpoena.

During the subsequent March 22, 2016 telephone interview, in addition to the matters discussed above, Mr. Laberge and Mr. Syden confirmed that no money or other financial consideration ever changed hands between Laberge and Mayor Pilla and/or DP Strategic Advisory Services.[8] Further, neither Laberge nor Mayor Pilla made any mutual promises regarding future work exchanges, or agree to engage in lobbying or any other promotion on each other's behalf. The Greenburgh RFP was the only proposal, either public or private, that Laberge entered into with Mayor Pilla and/or his consulting company. Laberge played no role in the creation of Mayor Pilla's DP Strategic Advisory Services, and was unsure of how or when that entity was created.

[7] Mayor Pilla advised that he receives many marketing emails from Mr. Syden and/or Laberge, but ignores a lot of them because they are "sales-y" and he knows the Village's staff is "predisposed against Laberge".

[8] Mr. Laberge was not 100% certain whether or not Laberge ever made any political contributions to Mayor Pilla, but deemed it unlikely as most of Laberge's political contributions are made to politicians in the greater Albany area.

Additionally, Mr. Syden stated that Mayor Pilla did not draft or review Laberge's response to the Village's grant writing RFP. He was not able to recall whether he ever had a conversation with Mayor Pilla about the RFP.

Regarding Mayor Pilla's NYCOM presentation with Mr. Syden, Mr. Syden stated that it was "routine" for Laberge to seek out and collaborate with former elected officials to enhance presentations at various conferences. In this case, because NYCOM is a conference of Mayors, having (former) Mayor Pilla reference his experiences with shared services in the Village of Port Chester added legitimacy to Laberge's shared services presentation. Again, Mr. Laberge and Mr. Syden verified that no financial consideration was promised, given, or received regarding the NYCOM the presentation.

Findings re: Grant Writing RFP

The full text of the Village's Code of Ethics ("Code of Ethics") is attached as Ex. O. In pertinent part, it states that:

> No 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.

See Ex. O – Village Code § 53-2 (emphasis added).

Additionally, § 53-4 states that:

A. Any official . . . of the Village of Port Chester, whether paid or unpaid, **who has a direct or indirect financial or other private interest in any matter being considered by the Village Board** . . . and who participates in discussions before or gives opinions to such Board . . . **shall publicly disclose** on the official record and nature and extent of such interest.

B. Any official . . . of the Village of Port Chester, whether paid or unpaid, **who has knowledge of any matter being considered by any board**, agency, officer or employee of said village in which he has **any direct or indirect financial or other private interest**, shall **be required to disclose, in writing**, his interest to such board, agency, officer or employee and the nature and extent.

See Ex. O – Village Code § 53-4 (emphasis added).

Finally, § 53-7 states that:

> D. **Public officials**, whether full-time or part-time, **must avoid any action which, in fact or by reason of appearance** of using public office for **private gain and/or the giving of preferential treatment** to any person.
>
> E. **Public officials**, whether full-time or part-time, must avoid any action which, **in fact or by reason of appearance, will adversely affect the confidence of the public in the integrity** of it municipal government or the public officials involved.
>
> F. Elected officials . . . of the village shall certify to the Clerk of the village, in writing each April, that **they have read and understand the Code of Ethics** of the village, as follows: "I, the undersigned, have read the Ethics Code of the village, at least once in the prior 12 months, and understand it. Dated _____; Title _____; Title _____".

See Ex. O – Village Code § 53-7 (emphasis added).

As set forth in Village Code § 53-7(F), each year elected officials are required to certify that they have read and understand the Village's Code of Ethics. Mayor Pilla's statement that he did not read the complete Code of Ethics when deciding whether to disclose his relationship with Laberge is not a defense.[9]

Mayor Pilla acknowledges his failure to disclose his prior relationship and attempted business collaboration with Laberge, both publicly on the record (§ 53-4(A)) as well as in writing (§ 53-4(B)) violated the Code of Ethics. The evidence demonstrates that Mayor Pilla and/or his consulting company never received any financial compensation from Laberge. However, his joint submission of the Greenburgh RFP indicates Mayor Pilla and Laberge previously had a shared financial interest at or around the time Mayor Pilla decided to commence his Mayoral reelection campaign. Failing to win the Greenburgh bid does not alter the fact that Mayor Pilla had a

[9] I am uncertain whether Mayor Pilla and the Board of Trustees annually complete this requirement. Regardless, because Mayor Pilla has served the Village as Mayor and/or Trustee for approximately ten (10) years, he knew, or at minimum should have known what the Code of Ethics requires of public officials.

professional relationship with Laberge that required verbal, public disclosure at or prior to the Board's September 8, 2015 meeting.

This violation appears more significant in light of the recent discovery of the "High" priority September 8, 2015 4:56 p.m. email from Mr. Syden to Mayor Pilla, sent just two (2) hours before the Board's vote on the grant writing RFP. See Ex. I. The Board agenda and its backup documents had previously been provided to the Board, but neither Mr. Syden nor Mayor Pilla have any recollection of what prompted Mr. Syden to send the urgent 4:56 p.m. email to Mayor Pilla. The structure of the email indicates that there likely was contact between Mayor Pilla and Mr. Syden prior to the 4:56 email. Specifically, the email as sent with "High" priority; its subject was "info"; it failed to include any greeting or salutation; and it demonstrated Mr. Syden had conducted research prior to sending it, as it quoted Millennium's website and gave data in support of Laberge's perceived superiority. At least circumstantially, it does not appear Mr. Syden sent Mayor Pilla the 4:56 p.m. email in a vacuum.[10] Later that evening, Mayor Pilla did not mention anything about his relationship with Laberge or the fact he received an email from their Vice President just before the meeting began. He did however prominently acclaim Laberge's grant writing abilities, multiple prior instances where Laberge competently worked for the Village, and then he successfully moved to table the vote so that the professional staff could further research Millennium's New York grant writing experience versus Laberge's.

Further, after Mayor Pilla's NYCOM presentation with Laberge came to light was and was discussed during the September 21, 2015 Board meeting, Mayor Pilla did not fully disclose the extent of his relationship with Laberge. He did not disclose his involvement with the Greenburgh RFP just seven (7) months earlier. The Mayor did not publicly acknowledge his role in the

[10] Under the facts presented, I do not credit Mayor Pilla's recent statement to me that, upon my asking, he recently found Mr. Syden's September 8, 2015 email in his inbox and it was "unread".

Greenburgh RFP until he mentioned it during his Westmore News interview published the week after the Board already awarded the grant writing bid to Millennium. See Ex. J.

Mayor Pilla asserts that his sole motivation during the grant writing RFP was to get the best result for the Village by emphasizing the importance of New York-specific grant writing experience. Even if his ends were pure and in the Village's best interests, the ends he used to make his point, namely failing to disclose his relationship with Laberge and failing to recuse himself from the debate and vote constitute violations of Sections § 53-7(D) and (E) of the Code of Ethics, which state:

> D. **Public officials**, whether full-time or part-time, **must avoid any action which, in fact or by reason of appearance** of using public office for private gain **and/or the giving of preferential treatment** to any person.
>
> E. **Public officials**, whether full-time or part-time, **must avoid any action** which, **in fact or by reason of appearance, will adversely affect the confidence of the public in the integrity** of it municipal government or the public officials involved.

Ex. O.

Recommendations

- If not currently adhered to, the Village should immediately take steps to comply with Village Code § 53-7(F), which requires all elected officials (among others) to read the Code of Ethics and sign/date indicating they have read it and understand its contents.
- The Board of Trustees should counsel Mayor Pilla in writing regarding his violation of the Code of Ethics. Once Mayor Pilla learned that Laberge was a finalist in the grant writing RFP, in order to avoid the appearance of giving preferential treatment and/or adversely affecting the confidence of the public in the integrity of it its public officials, Mayor Pilla should have, both in writing and publicly on the record, disclosed the full extent of his relationship with Laberge and he should have recused himself from participating in the subsequent debate or vote.

c. **Bulkhead RFP**

On or about February 18, 2015 the Village put out a RFP for the design and construction plans for the repair of the collapsed bulkhead along the Byram River. Responses were initially due by March 16, 2015. Due to its complexity, the RFP was modified a number of times and was ultimately approved by the New York State Department of State. Four (4) responses were received; the professional staff reviewed all proposals, interviewed all candidates, and recommended two (2) finalists to the Board – McLaren and Boswell.

The finalists' proposals varied greatly in design, scope, and cost. They provided the Village with two (2) very different options to repair the collapsed bulkhead. According to Mr. Steers, due to the drastic differences between the approaches of the finalists, he and his professional staff recommended that the Board interview the candidates and make the final decision. Some members of the Board, including Mayor Pilla, felt that the professional staff should decide between the two (2) finalists and make a single recommendation to the Board.

During my interview with Mayor Pilla, he advised me that he was "blown away" by McLaren's river walk / revetment proposal due to both its aesthetics as well as its lower cost. He believed the decision was a "no brainer" for the Village, and hoped that Mr. Steers and the professional staff would agree with his sentiment and recommend McLaren to the Board, rather than have the Board review both proposals, interview both finalists, and make the final decision on their own.

"Collusion" Allegation

In Mr. Steers' Memo (Ex. A), he referenced the June 2nd Executive Session during which Trustee Adams accused Mayor Pilla of "collusion" due to the Mayor's conduct during McLaren's presentation. According to Trustee Adams, Mr. Steers, and Mr. Ameigh, during Boswell's presentation Mayor Pilla was uninvolved and asked very few, if any, questions. However, during

McLaren's presentation, Mayor Pilla was much more animated and involved, told McLaren that Boswell said that McLaren's revetment plan was not possible, and advised McLaren of Boswell's proposed price for the bid. This different treatment of the finalists in Executive Session angered Trustee Adams and led to him using the work "collusion".

When I interviewed Trustee Adams and asked him about his use of the word "collusion" regarding Mayor Pilla, Trustee Adams advised me that collusion was the "wrong word" to describe the Mayor's conduct. He stated that the Executive Session ran very long and he was frustrated because he felt that the interview process "was wrong". He did not like that one (1) finalist was asked questions and received feedback and competitor information (McLaren), but the other finalist merely presented to a silent Board (Boswell). Trustee Adams would have preferred if each presentation was given in the presence of both finalists so that everyone had access to the same information,

"Four Votes" Threat Allegation

In his Memo Mr. Steers also referenced a conversation he had with Mr. Cerreto shortly before the Board held its final vote on the bulkhead RFP. During that conversation Mr. Cerreto told Mr. Steers that Mayor Pilla wanted Mr. Cerreto to convey the following message:

"What do I have to do with Steers to get him on board with McLaren, get four votes against him?"

Mr. Steers "consider[ed] this statement as a direct threat against [his] job and possibly a violation of criminal law." See Ex. A. He reiterated these sentiments during my interview of him. Mr. Steers stated that in his opinion, Mayor Pilla's comment may constitute a violation of Penal Law § 195.05, Obstructing Governmental Administration in the Second Degree, a Class A Misdemeanor ("OGA"). Mr. Steers provided me with a copy of PL § 195.05, which states, in pertinent part, that:

> A person is guilty of obstructing governmental administration when he intentionally obstructs, impairs or perverts the administration of law or other governmental function or prevents or attempts to prevent a public servant from performing an official function, by means of intimidation, physical force or interference, or by means of any independently unlawful act . . . .

During my interview of Mr. Cerreto, he corroborated Mr. Steers' account of their conversation and confirmed that the above-quoted statement attributed to Mayor Pilla is an exact quote. Mr. Cerreto stated that Mayor Pilla's inquiry to Mr. Steers occurred during a telephone call between he and Mayor Pilla. During the conversation Mayor Pilla was very frustrated by Mr. Steers' and the professional staff's decision to, contrary to the usual practice, recommend two (2) finalists to the Board rather than one (1). Mayor Pilla felt that the Village Manager should make a final recommendation to the Board rather than leave the Board to decide between two (2) finalists. Brimming with frustration, the Mayor flatly asked, "[w]hat do I have to do with Steers to get him on board with McLaren, get four votes against him?", and then requested that Mr. Cerreto relay that message to Mr. Steers.

Mr. Cerreto advised me that although he was disturbed and perplexed by Mayor Pilla's statement, he took care to accurately pass the message on to Mr. Steers as Mayor Pilla requested. Mr. Cerreto told me he did not understand why the Mayor wanted him to relay that message because, in essence, the Mayor made Mr. Cerreto a witness to what could be deemed a troubling statement.

During my interview of Mayor Pilla and numerous follow-up conversations, he presented a very different recollection of this particular telephone conversation with Mr. Cerreto. Mayor Pilla is certain he never referenced choosing McLaren when speaking to Mr. Cerreto and he never threatened Mr. Steers with the "four (4) votes" comment. The Mayor asserts that either: Mr. Cerreto misunderstood what Mayor Pilla told him; or Mr. Steers misunderstood the (correct) message that Mr. Cerreto transmitted from Mayor Pilla.

Recalling the above-described conversation with Mr. Cerreto, Mayor Pilla remembered that his question to Mr. Cerreto was, "[w]hat do we have to do to get Steers to listen to the Board?" According to Mayor Pilla, the message to Mr. Steers stemmed from his belief that a majority of the Board wanted Mr. Steers and the professional staff to "do their job" by vetting the two (2) finalists and, based on that process, recommend which developer the Board should award the bid to. Mayor Pilla did not like that Mr. Steers and the professional staff provided the Board with two (2) finalists, but deferred to the Board to make the final decision. In support of this interpretation of the conversation, Mayor Pilla asked me to speak with Trustees Adams, Marino, and Cecarelli whom he felt were in agreement with his perspective.

During my conversation with Trustee Adams, he remembered that the professional staff left the final decision to the Board, but did not recall members of the Board being upset or troubled that it was left to the Board. He was comfortable with the Board making the final decision. Trustee Adams stated that Mayor Pilla was not speaking on his behalf if Mayor Pilla did make either of the above statements[11] to Mr. Cerreto. When I spoke with Trustee Marino regarding his opinion about the final bulkhead RFP decision, he did not recall the exact manner the final decision was made but remembered that the Board put a great deal of effort into the decision and made the decision that was in the best interests of the Village. He too stated that if Mayor Pilla made either of the above statements to Mr. Cerreto, he was not doing so on his behalf. Trustee Cecarelli stated that with regard to RFPs, he typically prefers that Mr. Steers and the professional staff vet the candidates and recommend one (1) finalist to the Board. He recalls that was his preference during the bulkhead RFP process. However, Trustee Cecarelli had no recollection of any conversations where a majority of the Board expressed a desire to compel Mr. Steers and the professional staff to make a

[11] Referring to Mr. Steers' version of the statement and Mayor Pilla's version of the statement.

firm recommendation and, like his colleagues, stated that Mayor Pilla was not speaking on his behalf if Mayor Pilla made either of the above statements to Mr. Cerreto.

Findings

Based on the evidence presented, I find that Mayor Pilla asjed Mr. Cerreto, "[w]hat do I have to do with Steers to get him on board with McLaren, get four votes against him?" I also find that Mayor Pilla requested that Mr. Cerreto relay that inquiry to Mr. Steers. During my initial interview and subsequent follow-up conversations with Mr. Cerreto I found him to be a very credible, though reluctant witness. It was clear that Mr. Cerreto was uncomfortable speaking about this exchange because it placed him squarely between Mayor Pilla and Mr. Steers – two (2) men he respects and has worked with and counseled for many years. However, as a fact witness he recognized his responsibility to honestly answer the questions posed to him. Mr. Cerreto told me that as soon as Mayor Pilla made the above statement to him he recognized its potential significance and his undesirable role as its messenger. Thus he took great care to remember and transmit the message to Mr. Steers verbatim.

Although I can understand Mr. Steers' subjective unhappiness and/or frustration regarding Mayor Pilla's statement, objectively there is insufficient evidence to deem Mayor Pilla's statement a "direct threat to [Mr. Steers'] employment" or "possibly a violation of criminal law." See Ex. A. First, at the time Mr. Cerreto relayed the above-described inquiry, Mr. Steers' position as Village Manager was arguably more secure than it had ever been. In April of 2015 – just two (2) months prior – at his request a unanimous Board extended Mr. Steers' contract for an additional two (2) years. The extension also provided him with a generous severance package protecting him should the Board elect to terminate his employment prior to the expiration of his contract. Objectively, it is difficult to imagine a scenario where, two (2) months after receiving a contract extension that six (6)

of the seven (7) Trustees sitting on the Board[12] awarded Mr. Steers, that Mayor Pilla or anyone else could muster the four (4) votes required to terminate Mr. Steers' employment. Notwithstanding his message to Mr. Steers, under the Village Code the Mayor has no independent authority do anything other than set the Board's agenda. He did not have the authority to fire the Village Manager nor did he have anywhere near the four (4) votes required for the Board to take such an extreme and expensive action for the Village.

Second, contrary to Mr. Steers' assertion, there is insufficient evidence that Mayor Pilla's statement "[w]hat do I have to do with Steers to get him on board with McLaren, get four votes against him?" constitutes a violation of criminal law. Penal Law § 195.05, OGA, states that:

> A person is guilty of obstructing governmental administration when he **intentionally** obstructs, impairs or perverts the administration of law or other governmental function or prevents or attempts to prevent a public servant from performing an official function, by means of intimidation, physical force or interference, or by means of any independently unlawful act . . . .

(Emphasis added).

Many of the terms within OGA have their own definitions. Most relevant, Penal Law §15.05(1) defines the term "intentionally" as follows:

> A person acts intentionally with respect to a result or to conduct described by a statute defining an offense when his **conscious objective is to cause such result** or to engage in such conduct.

(Emphasis added).

Here, there is insufficient evidence Mayor Pilla acted with the intent necessary to convert his message to Mr. Steers from an ill-advised, frustrated outburst to a crime. It is clear that Mayor Pilla greatly preferred McLaren's bulkhead repair proposal over Boswell's. Admittedly, Mayor Pilla was "blown away" by McLaren's vision, design, and cost savings relative to Boswell. Mr. Cerreto made

[12] Mayor Pilla, who was successful in his bid for reelection, was the only "new" Trustee. He replaced outgoing Mayor Neil Pagano.

it clear that during the course of the above-described conversation with Mayor Pilla, the Mayor was very frustrated with the status of the bulkhead RFP and Mr. Steers' decision to not make a final recommendation to the Board, which (presumably) the Board would adopt. He wanted Mr. Steers to make a decision – and he wanted that decision to go with McLaren's design.

Although Mayor Pilla adamantly denied uttering the instant statement, during our conversations he told me that in his earlier conversations with members of the professional staff, he learned they too favored McLaren's proposal over Boswell's. It is likely that Mayor Pilla's desire to see McLaren win the bid plus his underlying belief that the professional staff echoed his sentiment – but did not make that recommendation to the Board – caused a frustrated Mayor to make the above-described comment to Mr. Cerreto. However, Mayor Pilla's venting does not constitute legally sufficient evidence that Mayor Pilla's "conscious objective" was to cause the actual result of Mr. Steers being fired as Village Manager.

The fact that Mayor Pilla uttered this alleged "threat" to, of all people, Mr. Cerreto – the Village's long-standing and respected attorney – is further evidence that he did not intend to actually terminate Mr. Steers' employment. Had Mayor Pilla actually intended to have Mr. Steers fired, the last person he would have shared that information with was the Village Attorney. Mayor Pilla's statement to Mr. Cerreto was ill-advised and uttered out of frustration, but it was not a direct threat to Mr. Steers nor a crime.

Recommendations

- The Board should refrain from conducting interviews and/or receiving presentations regarding controversial topics (such as the Bulkhead RFP) during Executive Sessions. In the alternative, the Board should record any such events conducted during Executive Sessions so that the public may later review such interviews and/or presentations.

- Mayor Pilla should be counseled and/or reminded of the limited role and minimal independent authority of the Mayoral position under the Village's Charter.

VI. The Four (4) "Threats" Mr. Steers Alleges Mayor Pilla Made Against Mr. Steers' Continued Employment as Village Manager

a. Threat 1 – "Not part of my team" and "services no longer needed" – October 2012.

In October 2012, a meeting regarding the collapsed bulkhead was held in Village Hall between Mr. Steers, Mayor Pilla, Mr. Cerreto, and Mr. Gomez. In his Memo, Mr. Steers alleged that during the meeting Mayor Pilla advised the attendees that they were "not part of his team" and, when reelected, their services would no longer be needed and they would not be reappointed. Mr. Cerreto corroborated Mr. Steers' account. Mr. Gomez confirmed as well, recalling that Mayor Pilla said, in sum and substance, "[i]f you guys can't make this [the bulkhead] happen, I'll find a team that will." Mayor Pilla has no recollection of any such meeting or conversation.

Findings

All attendees, with the exception of Mayor Pilla, verified this conversation occurred. Notwithstanding, Mayor Pilla's statements did not amount to an objective threat against Mr. Steers' continued employment. Any action taken regarding Mr. Steers' employment requires a majority of the Board – a minimum of four (4) votes. Mayor Pilla's comment alone is not enough. The Village Manager serves at the pleasure of the Board. If at any time a majority of the Board was unhappy with Mr. Steers' handling of the bulkhead or any other aspect of his employment, that majority could vote to terminate his employment, subject to the terms of Mr. Steers' employment contract. This possibility is a risk of Mr. Steers' position.

Recommendation

- Take no further action.

b. Threat 2 – "Not party of my team" and "insubordinate" – ~ October 25, 2012.

In late October of 2012, shortly after the above-described meeting, Mr. Steers and Mayor Pilla conducted an IDA meeting regarding the marina. They were the only two (2) attendees. Mr. Steers alleges that during this meeting, Mayor Pilla grew irate and (again) told Mr. Steers that he was "not part of [Mayor Pilla's] team" and that Mr. Steers and his team were "insubordinate" to the Mayor. Mayor Pilla recalls having a meeting with Mr. Steers about the IDA and Showboat at or around that date, but has no recollection of ever using the words "not part of my team" or "insubordination". An email chain between Mr. Steers and Mayor Pilla following this alleged meeting recounts Mr. Steers' recollection of the meeting. See Ex. P. In his emailed response, Mayor Pilla did not contradict Mr. Steers' summary of their meeting. Id.

Findings

Due to its similarity in tone and nature to "Threat 1" above as well as Mayor Pilla's contemporaneous decision not to dispute Mr. Steers' account of their conversation summarized in Mr. Steers' follow-up email dated October 25, 2012 (see Ex. P), I find Mr. Steers' account of the above-described conversation credible. However, for the identical reasons set forth above in "Threat 1", in my opinion there is insufficient evidence that Mayor Pilla's statements amount to an objective threat against Mr. Steers' continued employment. Mr. Steers was aware that Mayor Pilla had no independent power to direct Mr. Steers or his staff to do anything; only a majority of the Board could take any action regarding Mr. Steers.

Recommendation

- Take no further action.

c. Threat 3 – Westmore News Chart "Mayoral Candidates Pinned Down on Village Issues". March 6, 2015. See Ex. Q.

During the 2015 Mayoral election, the Westmore News asked the mayoral candidates "Would you keep Chris Steers as Village Manager?" Then-Mayoral candidate Pilla responded "no". Based on his past experience with Mayor Pilla and "rumors" he heard around the Village, Mr. Steers considered Mayor Pilla's public comment a threat to his employment and, shortly after the election, wrote the Board a memorandum to that effect. It resulted in Mr. Steers' contract extension. Mayor Pilla advised me that his answer to the Westmore News was election season "political rhetoric" from a candidate running for office.

Findings

Despite Mr. Steers' subjective feelings, I find Mayor Pilla's one-word response to a direct question from the Westmore News during his reelection campaign cannot be construed as a threat against Mr. Steers' continued employment with the Village. Under the Village Charter, the position of Village Manager is the single most important position in Village government. The nature of the position and who occupies it is fair game for public discussion and debate, particularly during an election season. Candidates are required to take stances on policy and personnel issues – it is what allows the public to distinguish candidates from each other. Had he so chosen, in theory Mayor Pilla could have campaigned saying, "[i]f re-elected, I will work to immediately terminate Mr. Steers' employment as Village Manager." Even that would not be deemed an actionable threat to Mr. Steers' employment. Although sometimes unpleasant, it is part of the nature of Mr. Steers' chosen career path.

Recommendation

- Take no further action.

d. Threat 4 – Mayor Pilla's telephone conversation with Mr. Cerreto – "[w]hat do I have to do with Steers to get him on board with McLaren, get four votes against him?" Summer 2015.

- Discussed above in the Bulkhead RFP discussion.

VII. Kevin Brennan Interview

At Mayor Pilla's request, I conducted a phone interview of Mr. Kevin Brennan ("Mr. Brennan"), a former Code Enforcement Officer for the Village. Mayor Pilla indicated that Mr. Brennan can shed some light as to why Mr. Steers drafted the Memo and publicly released it. In the past, Mr. Brennan told Mayor Pilla that Mr. Steers had made negative comments concerning Mayor Pilla.

When I called Mr. Brennan, he advised me that Mr. Steers hired him as a part-time Code Enforcement Officer in 2010. Upon his retirement from a local fire department, Mr. Brennan received a Retirement and Social Security Law § 211 waiver and worked for the Village full-time. Mr. Brennan advised me that on three (3) occasions he had conversations with Mr. Steers about Mayor Pilla.[13] According to Mr. Brennan, one conversation occurred in mid-January, 2013 in Village Hall's break room. There, Mr. Steers told Mr. Brennan that he was unhappy with Mayor Pilla's desire to be a "strong Mayor" and his insistence on constantly meddling with Village business. According to Mr. Brennan, Mr. Steers said that he wanted to do his job without always having to answer to the Mayor.

The other conversation occurred in mid-February 2013 in front of the 1st floor elevators in Village Hall. On that occasion, Mr. Brennan observed Mr. Steers walk out of the Village Hall offices visibly agitated. Mr. Brennan stated that as Mr. Steers walked by him, a frustrated Mr.

[13] Only two (2) of those conversations are relevant to this discussion.

Steers stated, "[w]e have to get Dennis out of office as soon as possible," without any further comment or conversation.

When I asked Mr. Brenna about his relationship with Mayor Pilla, he advised me that he met Mayor Pilla at a Village event in 2009, approximately one (1) year before he began working for the Village. Regarding his relationship with Mr. Steers, Mr. Brennan stated that Mr. Steers hired him and although they had "some issues" during the course of their employment, their relationship was always cordial.

Mr. Steers

After speaking with Mr. Brennan I contacted Mr. Steers about Mr. Brennan's allegations. Regarding Mr. Brennan's employment with the Village, Mr. Steers indicated that although Mr. Brennan initially was a friend and a seemingly strong employee, over time serious concerns developed regarding Mr. Brennan's continued employment with the Village, requiring the Village to commence a number of investigations into Mr. Brennan's conduct. Further, Mr. Steers advised me that Mr. Brennan and his wife had worked on at least two (2) of Mayor Pilla's recent election campaigns.[14]

When I asked Mr. Steers whether either of the conversations with Mr. Brennan outlined above ever occurred, he replied that although he did his best to hide his (sometimes frequent) frustration with Mayor Pilla, it was possible that Mr. Brennan may have overheard him expressing his frustration about Mayor Pilla at one point or another. However, Mr. Steers had no recollection of ever speaking of "getting the Mayor out of office" and was positive that due to his position as Village Manager, regardless of how frustrated he was Mayor Pilla, he would never speak with a staff member – one of his own employees – about removing a sitting Mayor from office.

Findings

[14] Mr. Brennan did not tell me that he had worked on any of Mayor Pilla's campaigns.

I find Mr. Steers' account of his interactions (or lack thereof) with Mr. Brennan to be credible, particularly due to Mr. Brennan's reluctance to be completely candid about the extent and depth of his relationship with and efforts on behalf of Mayor Pilla.

Regardless, even if Mr. Brennan's recollections of his conversations with Mr. Steers are accurate, they are not of any probative value to this investigation because they are similar in nature to Mayor Pilla's ill-advised and frustrated statements discussed above that do not warrant further action.

Recommendation

- Take no further action.

Exhibit "A"

Village of Port Chester

Office of the Village Manager

MEMORANDUM

TO: Dennis G. Pilla, Mayor

FROM: Christopher D. Steers, Village Manager

DATE: October 5th, 2015

RE: Your Bid Process Concerns

Reference is made to the RFP #2015-04 Grant Writing Services Confidential Memorandum issued to you and the Board of Trustees dated September 10th, 2015 (attached). Reference is also made to my email responses to you and the BOT regarding the Dog Park Bid process dated July 30th, 2015, and July 31st, 2015. Reference is also made to my email(s) to you and the BOT regarding the Bulkhead Bid process dated June 5th, 2015 and June 8th, 2015 (attached). Final reference is made to the article in volume 51 of the Westmore News dated Friday, October 2 – Thursday, October 8, 2015 (article attached).

I have again been placed in the trying and disquieting position of being forced to respond to some statements that you made; specifically in the above referenced article. For the record New York State competitive bidding laws and our own Village procurement policy spell out the strict guidelines for bidding. I have explained this numerous times, and I will not be party to any unlawful or seemingly unlawful activity. I will therefore continue to endeavor to preserve the integrity of all Village Bids, the integrity of my staff, and the integrity of this Board.

In said article you stated (among other things) the following:

"...this whole thing has been a diversion (from the fact) that the process is broken."

This statement in conjunction with your other spurious assertions not only obfuscates the issue at hand (that your actions and/or inaction created), but also attacks my office and my staff. Your assertions seem to attempt to somehow shift the blame for your perceived ethical oversights to staff. This is unconscionable and likely beneath the Office of the Mayor of this fine Village.

First case in point; the Dog Park Bid process. The following are excerpts from an email response to you regarding same sent to you on July 30th, 2015:

Gentlemen,

This is really much ado about nothing. As I expressed to the Mayor in our conversation earlier today and as a matter of fact throughout this entire process, the BID was designed for several specific purposes:

1. *To know the actual cost of building the dog run the right way*
2. *To have a single contractor perform the work (to alleviate additional delays)*
3. *To allow for a competitive process (we received 5 bids)*
4. *To allow for the Village to pare back as needed to remain within budget*
5. *To allow for the potential to accept additional donations in alignment with Item 4*
6. *To have a professionally designed professionally installed dog run to insulate the Village as much as is reasonably possible from apparent liability*
7. *To comply with the State Comptroller's position on the need for competitive bidding so as to not circumvent the subject laws relating to Item 3*

Next, there seems to be a push towards a particular fence company, who by the way was not responsive to the BID. To scrap the BID process at this point is at least perilous as it at a minimum suggests manipulation of the BID, and at its worst could be considered BID rigging. I for one would not recommend the foregoing nor do wish to be placed into a position to have to explain this to the State Comptroller or to a Court. I also do not appreciate the attempt to maneuver me into contravening the majority will of the Board.

...The process allows us to build a safe dog run, within a park, next to a children's playground. Again, the BID is structured to allow us to come in on budget while simultaneously allowing us to accept donations to cover any gaps. The budgeted amount is likely more than adequate to cover the core project costs...

The next excerpts are from another email response to you regarding same; sent to you on July 31th, 2015:

Dennis,

- *Did not imply anything just stated the facts.*
- *Not arguing, again just stating the facts.*
- *You approved the RFP approach.*
- *We received three responsive Bids from bidders that can provide and install fencing, asphalt, shrubs, and particular poop stations and benches.*
- *Did not state that **you** were pushing towards a specific contractor: "That's a bit much to overpay when other vendors are ready, willing, and able to do the job for much less in the same timeframe." Who exactly?*
- *Yes I can negotiate terms and pricing (final pricing has not been determined yet).*

I am perhaps more cognizant of the tax payer's dollar than you realize as I have to sign off on every Village bill and expenditure. As such I must note that historically the Village seems to have been penny wise and pound foolish in many instances; and I have worked diligently with this and other boards over the last six years to clean up the messes left behind from that short sightedness.

I am not sure what phone call you are referring to, we spent about an hour and a half together today discussing this and other items in detail. Further, you were in the office from about 3:30 until about 5:15; if you needed to, we could have spoken some more then.

In any case, you seemed very out of sorts today and I am concerned that any further conversations with you on this issue this week will be counter-productive. Let's talk next week.

This RFP was awarded, the Dog Park has been opened, and we came in under budget. All accomplished while complying with New York State competitive bidding requirements.

In reference to RFP #2015-04 and the staff recommendation to award said BID to Millennium Strategies, LLC; staff's recommendation as drafted is very self-explanatory and stands on its own. Because your favored consultant was not recommended does not mean there was a problem with the process; and your opinions, particularly when baseless, do not amount to fact.

Further, when I wrote to you and the BOT prior to the September 21st BOT meeting about the Laberge Group's apparent relationship with you it was intended as an opportunity for you to take a step back and think:

It is with great perturbation that I bring the following to this Board, but I am obligated to do so.

It has been brought to my attention that there is an existing relationship between Laberge Consulting LLC and our sitting Mayor that was not disclosed during the RFP process by the referenced applicant. I will not seek to characterize the relationship nor cast any dispersions but merely disclose the issue as brought to me and make the following recommendation.

At a minimum Labegre, LLC should be disqualified from consideration and the Mayor should recuse himself from any further discussion on this matter. Further, the recommendation to award the BID to Millennium Strategies, LLC should be on the next agenda and the award should proceed as recommended by staff. The following is likely the best case scenario in the light of the foregoing.

I stand by my recommendation and submit to you that had you followed it, the situation that you have placed yourself in now would not exist.

Finally; (this portion of the discussion is the most disturbing and concerning to me); the Bulkhead RFP process was as challenging as the others if not more so due to your actions. The RFP that was released was vetted and re-vetted and ultimately signed off on by the Department of State. We had four responses of which two finalists (Boswell Engineering, and the McLaren Group) were chosen. Staff interviewed all four applicants and recommended those two finalists to the Board for them to also interview.

During the June 2nd interviews with the BOT your actions prompted Trustee Adams to assert "*collusion*" on your part. I had a follow up meeting with Trustee Adams about his assertion and additional concerns; and thereafter recommended to the BOT that we have a second round of public interviews so as to assuage Trustee Adam's concerns and to preserve the integrity of the RFP process (see email dated June 5th, 2015).

During this same RFP process I was informed by the Village Attorney that you were very upset with me because I was not pushing to award the Bid to the McLaren Group. The Village Attorney let me know that you encouraged him to relay your dissatisfaction and in sum the following threat to me: *"what do I have to do with Steers to get him on board with McLaren, get four votes against him?"* I consider this statement as a direct threat against my job and possibly a violation of criminal law.

I am astounded and deeply disappointed that you have placed me in the position to have to reduce these facts to writing. The additional stresses created by this situation (through your pattern of behavior) in addition to the myriad of others inherent to my job is not appreciated and appears intentional. I say the following to you in the most professional and respectful manner that I can muster: the only thing that I can see that is perhaps *"broken"* in the Bid processes, may be your direct involvement in them.

Now, this is not the first or even the second such threat that you have made against me, it is actually the fourth; but mind you it will be the last and I will take whatever steps necessary to ensure same. I have a right to be able to perform my duties in a healthy work environment, without interference, and without your threats. As I have stated to you in the past I will not allow anyone to distract me from the responsibility entrusted to me by the Board of Trustees. Moreover, I will not accept unfounded insinuations that impugn my staff, and negatively affect their motivation as they try to faithfully discharge their duties. Any effort that seeks to take away our focus, interfere with or distract us from our primary duties is unacceptable and will be responded to accordingly.

Attachments

CC: Board of Trustees
Anthony Cerreto, Village Attorney
File

Village of Port Chester

Office of the Village Manager

CONFIDENTIAL MEMORANDUM

TO: Anthony Cerreto, Village Attorney &
the Mayor, and Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: September 10th, 2015

RE: RFP #2015-04 Grant Writing Services

Reference is made to the Grant Writing RFP #2015-04 and recommendation to award said BID to Millennium Strategies, LLC.

It is with great perturbation that I bring the following to this Board, but I am obligated to do so.

It has been brought to my attention that there is an existing relationship between Laberge Consulting LLC and our sitting Mayor that was not disclosed during the RFP process by the referenced applicant. I will not seek to characterize the relationship nor cast any dispersions but merely disclose the issue as brought to me and make the following recommendation.

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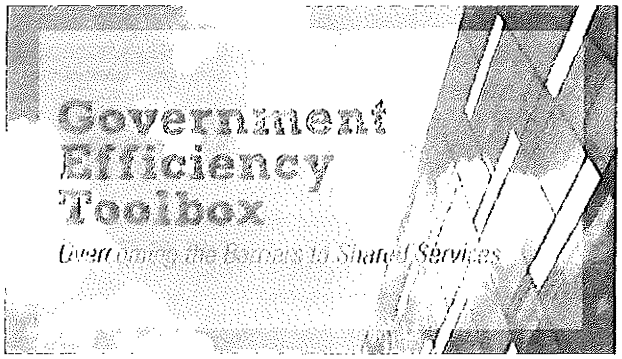
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Government Efficiency Toolbox: Overcoming the Barriers to Shared Services

feel free to call us (518) 458-7112 clientservices@labergegroup.com

News, Planning, Presentations



(http://67.231.241.82/~labergeg/wp-content/uploads/2015/05/bensyden.jpg)Laberge Group, in partnership with DP Strategic Advisory Services, recently presented "Moving the Barometer: Overcoming Barriers to Shared Services in Local Government" at the 2015 NYCOM Winter Legislative Meeting held last month in Albany, NY.

Laberge Group is among the state's most experienced local government efficiency consulting firms. Our Strategic Assessment Team blends five decades of technical engineering skills with government operations and efficiency expertise to create cost efficient and effective solutions to providing municipal services. We look forward to the opportunity to discuss your community's needs.

Are you ready to overcome the barriers of shared services? Click here to view the presentation. (http://67.231.241.82/~labergeg/wp-content/uploads/2015/05/Overcoming-Barriers_ppt_v3.pdf)

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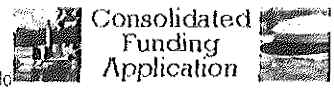
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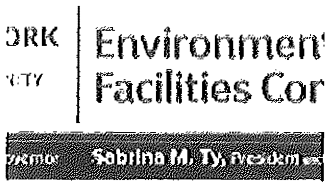
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Moving the Barometer

Overcoming Barriers to Shared Services in Local Government

February 9, 2015

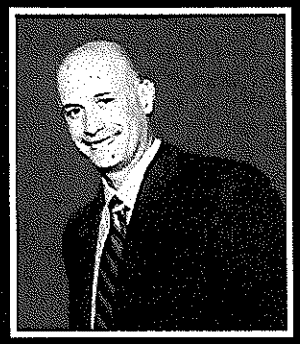
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DP Strategic Advisory Services

Introduction



Laberge Group

Benjamin H. Syden, AICP, Vice President



DP Strategic Advisory Services

Dennis G. Pilla, Principal

Government Do-Over Day

What changes would you make on a government "do-over" day?

- **In the current economic climate, spending of any kind is under the microscope and the pressure to cut back is intense**
- **Government organizations must strive to meet the implications of massive debt and loss of revenue sources**
- **Current service delivery is often redundant, inefficient and non-standardized**
- **Regionalized service delivery is sometimes considered unresponsive, detached and inflexible**
- **Municipal responsibilities are becoming increasingly complex and demanding**

Drivers for Change

External

- Do More with Less - Declining state aid and funding
- Government policies and mandates
- Resident expectations and demands to lower cost and reduce duplication
- Resident demand for self-service, (i.e. interactive on-line tools and services)
- Financial incentives to cooperate to save and/or realize economies of scale

Internal

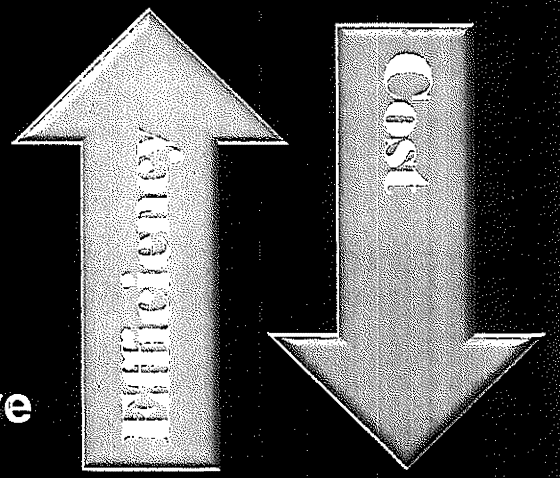
- Fiscal constraints
- Desire to improve service quality
- Growth and demographic shifts placing pressure on infrastructure
- Need to attract and retain skilled staff
- Need to keep up with rapid technology changes
- Need to standardize policies and technologies for greater accountability

Drivers for Change – Pressing Local Issues

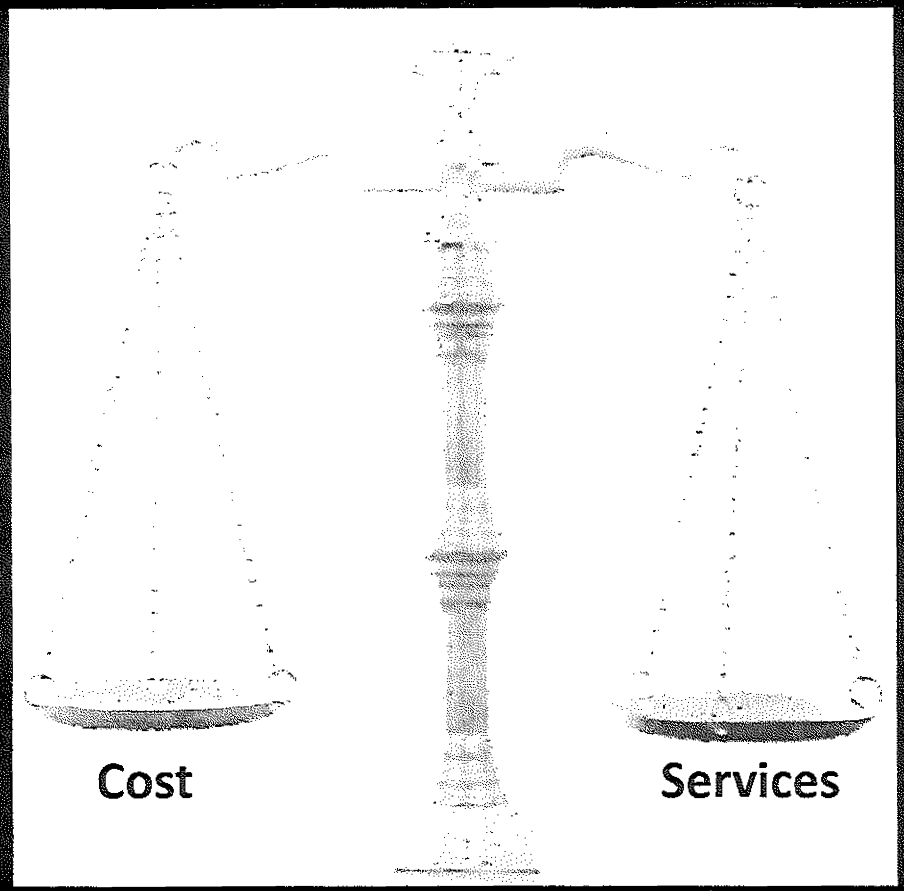
- Common need for large capital investment – Library e.g.
  - Rye Brook needed to build a library
  - Port Chester library needed major capital improvements
  - Unique shared capital funding formula became "win-win" for both villages & the library.
- Largest opportunity is likely the Police Department
  - Will find most opposition here
    - Public safety concerns
    - Unions
  - Start small – shared dispatch; shared detective division

The Primary Objectives of Shared Services

- To contribute to the efficiency and effectiveness of local governments
- To achieve cost reductions based on economies of scale and better leverage
- To eliminate or minimize duplication of services
- To share resources and specialized skills
- To improve service through timeliness, quality and cost management of common services
- To develop a model that results in a cost effective platform that is based on best practices, yet remains consistent and accountable to the people
- To focus on services that can be better provided through sharing or consolidating than they could by individual agencies



Balancing Community Values vs. Cost Savings



- Cost ↓
- Services ↔

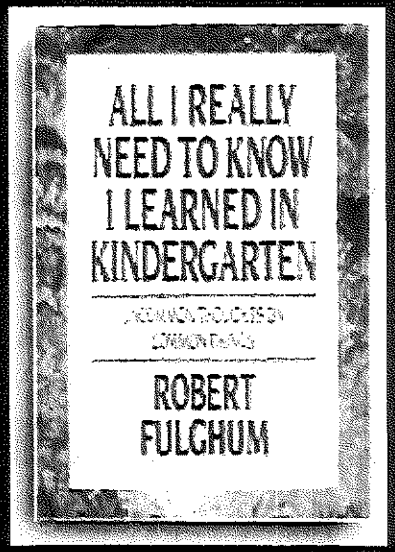
- Cost ↓
- Services ↑

- Cost ↔
- Services ↑

- Cost ↑
- Services ↑

All I Really Need to Know I Learned in Kindergarten

- **Share everything.**
- **Play fair.**
- **Don't hit people.**
- **Put things back where you found them.**
- **Clean up your own mess.**
- **Don't take things that aren't yours.**
- **Say you're sorry when you hurt somebody.**



Identifying The Barriers



Identifying The Barriers

Loss of Political/Power	• Who's in Charge • Seal/Logo • Community Identity
Control	• Budget • Timing of Provision of Services • Staffing – Hire/Fire
Level of Service	• Concierge Services • Frequency • Police/Public Safety • Response Time • Degradation of Service Provision
Unions	• Benefits • Titles • Longevity • Job Loss
Fiscal	• Cost • Staffing • Facilities • Revenue • Compatibility of Capital Assets

Overcoming Barriers: Managing Uncertainty & Fears

Stakeholder Involvement:

Key Actions:

- Engage staff early in the process to identify shared values and interests
- Identify areas of common ground and benefit
- Build consensus on partnership working and shared services
- Emphasize the contribution sharing can make to community goals
- Explain the various mechanisms that can be used (i.e. contracts, governance arrangements, service level agreements)

Stakeholder Interviews • Roundtable Discussions • Department Head & Staff Surveys

Overcoming Barriers: Building Consensus

Vision and Communication

Key Actions:

- Work with partners to develop a clear vision and plan
- Communicate the vision to all relevant stakeholders
- Allow all relevant stakeholders to be involved in 'fleshing out' the vision
- Ensure that the goals and values of the partnership are clearly articulated
- Deal with concerns and misconceptions
- Ensure the rationale shows the contribution of each partner
- Explain to individuals and groups the benefits they can expect

Overcoming Barriers: Building Consensus Continued

Managing Change

- Many issues identified are symptomatic of the prevailing culture
- Shared service arrangements demand skills and resources in moving from one way of working to another

Key Issues to be Dealt with:

- Identify and correct shortcomings in current systems and processes
- Introduce new systems and procedures that will ensure continuity of service
- Develop systems needed to ensure that costs are managed and benefits realized (i.e., cost tracking and standardization)
- Anticipate risks created by the transition and develop policies, procedures and mitigation plans to deal with them

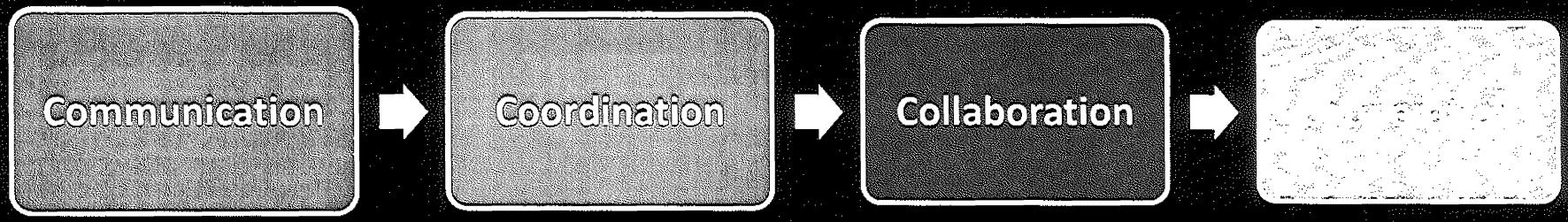
Overcome the Barriers – One By One

Consider Shared services versus outsourcing -

- Paid (shared) EMS was a hometown hero, but costs were out-of-line with other communities
- Attempts to consider alternate delivery models were met with great community resistance
- Cost anomalies were with back office. Outsourcing (or sharing) billing back office achieved cost improvements without impacting service delivery
- Shared services: "The lesser of the evils…"
- Look for asymmetrical opportunities

Demonstrate Leadership

- **Successful shared services are built upon committed and cooperative leadership.**
- **Leadership must understand and promote the 4 "C's" of Shared Services:**



Keys to Success: Leadership

Effective collaborative working is first and foremost a human resources and political challenge.

Key Actions:

- Be aware of the effects change will have on employees and public opinion
- Job losses may be inevitable - carefully examine redeployment opportunities
- Initiate early dialogue with union officials
- Build commitment among staff to a new way of working
- Put the interests of customers above narrower political concerns
- Recognize that political support and resource availability will be key constraints on any progress

Keys to Success: Leadership

Leadership has a major bearing on the success of any initiative, particularly where staff engagement and reassignment is concerned.

Key Actions:

- **Understand areas of weakness**
- **Build a strong case for redesigning process and organizational structure**
- **Identify the new skills needed for managing and operating a shared service**
- **Maximize the potential contribution that existing staff can make through re-deployment and training**

Start with Small Projects & Build Upon Success

- **Purchasing**
- **Information technology**
- **Billing**
- **Functional Consolidation of Water District**
- **Civil Service/Human Resources**
- **Joint Fueling/Salt**
- **Snow Plowing/Sanitation Rerouting**
- **Joint Equipment**
- **Joint Management**

Examples of Overcoming Barriers

Village of Port Chester Dissolution & Shared Services Feasibility Study

- Purpose: **To study the feasibility of Town dissolution to identify shared services among the Villages of Port Chester & Rye Brook - and identify areas of potential cost savings and improved efficiency**
- Process: **Explored many potential alternatives (i.e., consolidation of parks, shared personnel, equipment, police dispatch)**
- **Outcome: Town dissolution still under discussion. Shared service alternatives are still on the table.**

Challenges:

- **Dissolution remains highly charged for 3rd village involved**
- **Urban vs. Rural service levels**
- **Differences in pay scale making shared services appear more costly**
- **Need for detailed facility analysis to determine joint facility needs**

Examples of Overcoming Barriers

Chemung County DPW Highway Services Study

- Purpose: **Explore alternatives for expansion of highway services and/or full consolidation of highway departments**
- Process: **Explored a wide range of options and alternative service delivery scenarios among different partners**
- Outcome: **Developed a hybrid model, combining aspects of functional consolidation, centralization, and decentralization**

Challenges:

- **Urban versus rural needs**
- **Skepticism: "If it isn't broke, why fix it?"**

Results:

- **Start with baby steps and remain flexible**
- **Develop a phased approach. First share specialized services and staff among a smaller partnership – grow partnership as trust evolves**

Examples of Overcoming Barriers

Albany Countywide Shared Services Highway Study

- Purpose: **Explore alternatives for expansion of highway services and/or full consolidation of highway departments**
- Process: **Explored a wide range of options and alternative service delivery scenarios among different partners**
- Outcome: **Developed a hybrid model, combining aspects of functional consolidation, centralization, and decentralization**

Results:

- **DPW Facility Analysis**
- **Joint Purchasing**
- **Developing of "Swap & Shop"**
- **Pilot Projects for Winter Maintenance**
  - **Road Exchange**
  - **Contracting for Services**
  - **Joint Facilities**

Examples of Overcoming Barriers

Other Examples of Shared Services and/or Consolidation in NYS

- Emergency Dispatch
- Code Enforcement
- Parks and Recreation
- Functional Consolidation of Water/Sewer Districts
- Winter Maintenance /Sidewalks
- Street Sweeping
- Circuit Rider Planning
- Solid Waste
- Public Defender
- Justice Courts
- Library
- Police Chief/Administration
- Building and Grounds
- Video Conference
- Economic Development

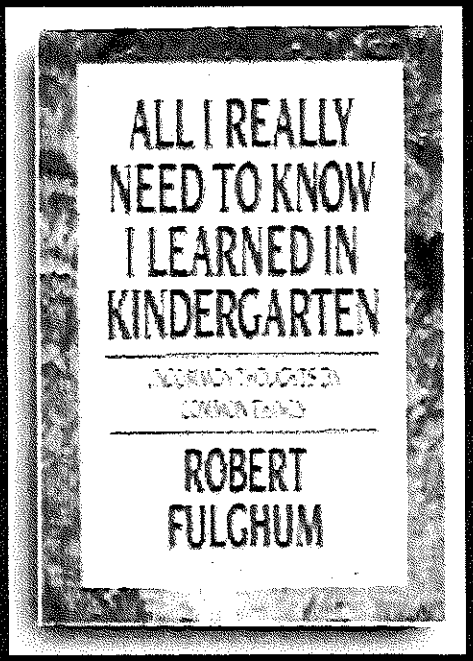
Be Creative

The Definition of Insanity

The definition of insanity is doing the same thing over and over again and expecting a different result

- Albert Einstein -

Questions and Answers...



- **What services do you share?**
- **What are some obstacles or barriers that exist in your community?**
- **How have you overcome those barriers?**

For further information contact:

Laberge Group
Benjamin H. Syden, AICP
Vice President
Email: bsyden@labergegroup.com
Website: www.labergegroup.com

DP Strategic Advisory Services
Dennis Pilla
President
Email: dennispilla@gmail.com

MOVING THE BAROMETER:

Overcoming Barriers to Shared Services in Local Government

By Ronald J. Laberge, PE, Executive Vice President, Laberge Group, Benjamin H. Syden, AICP, Vice President, Laberge Group and Dennis G. Pilla, Principal of DP Strategic Advisory Services and former Mayor, Village of Port Chester

It's easy to jump on the shared services and government efficiency bandwagon, but when it is time to act, are you ready to overcome the barriers?

Introduction

Every level of government in New York State is responding to the repercussions of a slow economic recovery, forced to develop municipal budgets that must account for unfunded mandates and increasing demand for quality services, all while keeping the budget under the tax cap. Shared service strategies have become increasingly critical to help municipalities meet these demands and have evolved from rhetoric to a standard of practice.

For some time, state and local officials have been aware of the high costs of duplicated government services, and they have responded by encouraging innovative solutions through intermunicipal cooperation. As economic conditions continue to strain the budgets of many local governments, discussions about consolidation and shared services agreements have flourished.

It is well known by those working in the day-to-day efforts of local government that resource sharing is not a new concept in New York State. Many local municipalities have been working together and sharing resources for decades on an informal basis. The current challenge is to identify new areas for sharing, both where savings are possible and barriers can be overcome to take advantage of these opportunities. The goal is simple – to maintain or improve delivery of service while achieving cost savings. While many local government leaders cite increased efficiency and/or the decreased costs as the primary shared service goal during a fiscal crisis, the process often leads to a further discussion about equity, quality and local control.

Government Do-Over Day

If you had a chance, what changes would you make on a ***Government Do-Over Day***? We all have ideas that fall under the same goal – improve delivery of services while simultaneously lowering the cost to taxpayers. But if it is so easy, why isn't everyone doing it? What

See: Proper Planning on Page 15

From Page 14: Proper Planning for Successful Shared Service Agreement Includes Understanding the Barriers that can Complicate Sharing Services

are the drivers for change, and what are the obstacles or barriers in our way?

The theory behind Government Do-Over Day is simple – if you had one chance to start over, would you establish the same government that exists today? Would you have one county, three cities, six villages, and 10 towns all providing the same services in the same manner, or would you change the way services are provided? Do municipal boundary lines established hundreds of years ago still encourage the efficient delivery of services?

Government service delivery is often redundant, inefficient and non-standardized. Regionalized service delivery is often considered unresponsive, detached and inflexible. In the current climate, spending of any kind is under the microscope, and the pressure to cut back is intense. Government leaders are being asked to do more with less, run their community like a business, keep a lid on tax increases in the face of government policies and mandates, and to do so while grappling with an increased need or expectation by their residents for a concierge level of service. So where do we go from here?

Identifying the Barriers

Sharing services is a proven way to lower costs and increase fiscal and operational efficiency. Cooperating with a neighboring municipality, school district, or quasi-public agency can produce direct cost savings to services that can be shared. Savings can be the result of economizing on the scale of shared purchases, consolidating staff, or reorganizing service delivery routes to increase productivity and efficiencies (i.e. winter maintenance or sanitation. A shared service approach that charges a fee based on actual utilization can also reduce service delivery costs, as can functional or full consolidation. These approaches, because of their potential for cost reduction, improved services and increased efficiencies, have quickly gained support among local leaders across the state.

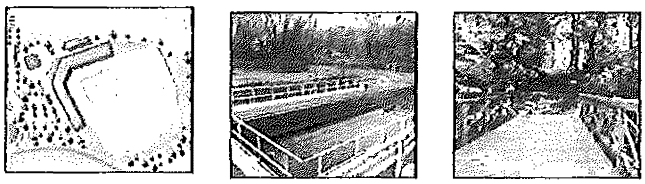
In preparing to enter into the planning of shared services, it is important to understand the barriers. Fear of change often paralyzes local leaders or staff members. The barriers to successful shared services are often political and center around the level of service provided, personnel management issues and fiscal impacts.

First and foremost is the fear of a loss of political power and control. Communities may have different political allegiances, making sharing services a challenge. There likely will be internal politics associated with who will be in charge of the shared services program, the location and type of service delivery, and the budget and cost allocation of the services rendered. While sharing services and yielding cost savings is the goal, municipalities aim to control their direct ability to address their unique needs and conditions. This is one of the most critical barriers for sharing.

In addition, if there is a shared management team, how the roles will be shared between the two or more entities at times results in having to rise above trust issues that may exist between the entities. To overcome these issues, it is important for local authorities to carefully consider their agreements and not to rush into a situation that may not be the right fit.

A second batch of obstacles comes equally from elected officials and residents alike – a fear of the degradation of the level of services provided. While many municipal functions are provided similarly (e.g. highway or DPW services, assessment, purchasing,

See: Shared Service Plan on Page 16

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From Page 15: Several Elements – Including Communication and Cooperation – Can Lead to a Successful Shared Service Plan

licensing, billing, IT technology, public safety and fire services), the level and response rates often vary across boundaries and even across regions. In some communities, residents receive, or expect to receive, concierge level services. This may come in the form of rear yard pick-up of garbage, vacation police checks or in sidewalk snow plowing and is often a key obstacle in increased sharing of services.

A third group of barriers arises from staff. Sharing services typically means consolidating resources and personnel into a shared function, and so there are potential job losses and foreseeable interest and participation of unions. Often, this is the most significant barrier to shared services, and much care must be taken to evaluate the positions and services to be involved in sharing agreements and to preserve the rights and future of our valued municipal employees.

Finally, while potentially less volatile and/or emotional than the aforementioned barriers, the fiscal concerns and obstacles are very real. Compatibility of equipment, training, staff and facilities can be a sticking point in negotiations, especially when communities have different resources. In addition, municipal treasurers and comptrollers will all have questions regarding the repayment of debt, potential loss of revenues and the long-term cost of services. Each of these can be negotiated in good faith.

Overcoming the Barriers to Shared Services in Local Government

To overcome the barriers identified above, it is important to have strong leadership, a clear vision and to promote the four "Cs" to shared services:

- Communication
- Coordination
- Collaboration
- Cooperation

Successful shared services are built upon committed and cooperative leadership, and have a major bearing on the success of any initiative, particularly where service realignment and potential staff reassignment is concerned. Effective collaborative working is first and foremost a human resources and political challenge. Leaders must build trust – with other local officials, with the staff and employees, and with the general public. A case for change must be developed and well articulated, and community buy-in for change is a requirement for success.

Begin with identifying the "low-hanging fruit." Areas of potential small projects may be found in the back office functions of purchasing, information technology, billing, receiving of taxes and human resources. Larger more visible changes or opportunities for shared services may be found in joint fueling and/or equipment sharing, joint winter and summer maintenance, or in the consolidation of special districts, courts and public safety.

"The definition of insanity is doing the same thing over and over again and expecting a different result," Albert Einstein once said. Now is the time to set a clear vision, identify the opportunities and the barriers to success and cooperatively plan for ***Government Do-Over Day***. ❐

Identifying the Barriers

- Loss of Political Power
  - Who's in Charge
  - Seal/Logo
  - Community Identity
- Control
  - Budget
  - Timing of Provision of Services
  - Staffing – Hire/Fire
- Level of Service
  - Concierge Services
  - Frequency
  - Police/Public Safety
  - Response Time
  - Degradation of Service Provision
- Unions
  - Benefits
  - Titles
  - Longevity
  - Job Loss
- Fiscal
  - Cost
  - Staffing
  - Facilities
  - Revenue
  - Compatibility of Capital Assets

Steers, Christopher

From: Steers, Christopher
Sent: Friday, July 31, 2015 12:06 AM
To: Pilla, Dennis (Mayor)
Cc: SaverioTerenzi (Trustee External EMail); Ameigh, Chris; Board of Trustees and Mayor Preferred EMail Group; Veltri, Maryanne; Cerreto, Tony; Douglas, Leonie
Subject: RE: Dog Park Documents

Dennis,

- Did not imply anything just stated the facts.
- Not arguing, again just stating the facts.
- You approved the RFP approach.
- We received three responsive Bids from bidders that can provide and install fencing, asphalt, shrubs, and particular poop stations and benches.
- Did not state that you were pushing towards a specific contractor: "*That's a bit much to overpay when other vendors are ready, willing, and able to do the job for much less in the same timeframe.*" Who exactly?
- Yes its I can negotiate terms and pricing (final pricing has not been determined yet).

I am perhaps more cognizant of the tax payer's dollar than you realize as I have to sign off on every Village bill and expenditure. As such I must note that historically the Village seems to have been penny wise and pound foolish in many instances; and I have worked diligently with this and other boards over the last six years to clean up the messes left behind from that short sightedness.

I am not sure what phone call you are referring to, we spent about an hour and a half together today discussing this and other items in detail. Further, you were in the office from about 3:30 until about 5:15; if you needed to, we could have spoken some more then.

In any case, you seemed very out of sorts today and I am concerned that any further conversations with you on this issue this week will be counter-productive. Let's talk next week.

Have a good weekend.

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
CSteers@PortChesterNY.com

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From: Pilla, Dennis (Mayor)
Sent: Thursday, July 30, 2015 8:53 PM

To: Steers, Christopher <CSteers@PortChesterNY.com>
Cc: SaverioTerenzi (Trustee External EMail) <SamTcpa@aol.com>; Ameigh, Chris <CAmeigh@PortChesterNY.com>; Board of Trustees and Mayor Preferred EMail Group <BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>; Veltri, Maryanne <mveltri@PortChesterNY.com>; Cerreto, Tony <TonyC@PortChesterNY.com>
Subject: Re: Dog Park Documents

Dear Chris
I don't know how to react with you implying there is a push to a particular fence company. There is certainly no push coming from this way I assure you. I don't care who gets picked - I do care how much it costs the taxpayers. I am quite sure the Comptroller would have no problem with the sincerity of my intent. The bids are more than our budget - largely because of the RFP approach.

I see an uncompetitive bid spec - caused by unreasonable assumptions that a vendor might sell fencing, asphalt, shrubs, and particular poop stations and benches - and I see the fact that the vendor you are selecting bid 40% more for the fence than the lowest fence bid - the most important and most expensive item - that we immediately need for the park. That's a bit much to overpay when other vendors are ready, willing, and able to do the job for much less in the same timeframe.

I simply don't want to overpay for the convenience of having 1 stop shopping for theses other items that are not on the critical path (a fence and signs). I do want to give you the opportunity to negotiate the fence down near that lowest price however - if that is legal (?)

Nor do I wish to get into a protracted argument with you here.

Please call me when you can as I have requested.

Many thanks
Dennis

Sent from my iPhone - please excuse any typos...

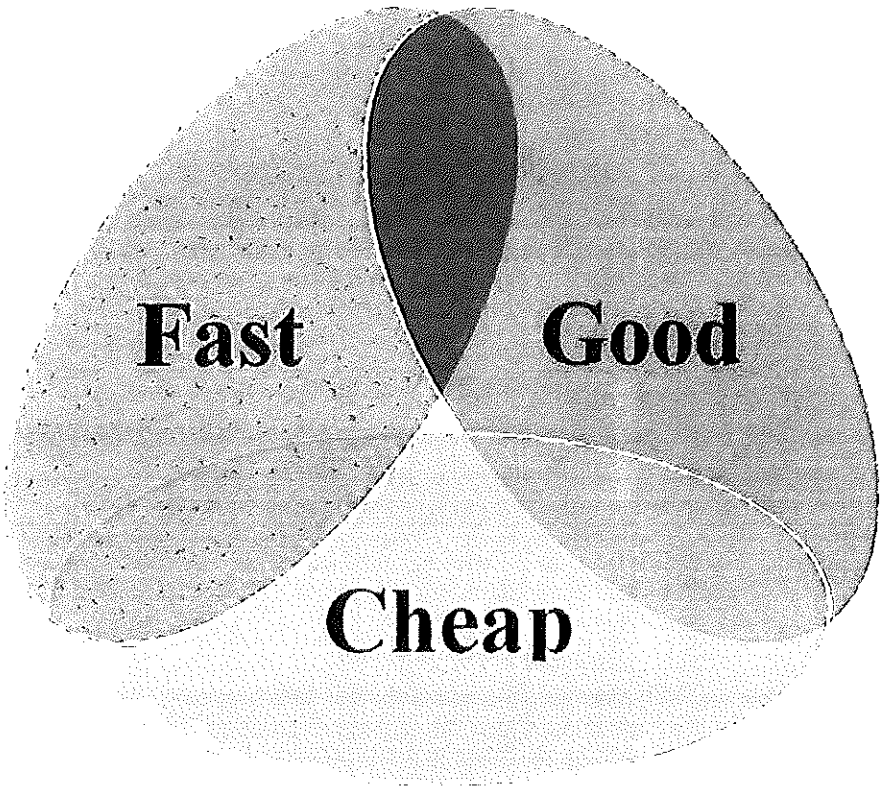
On Jul 30, 2015, at 8:20 PM, Steers, Christopher <CSteers@PortChesterNY.com> wrote:

> Gentlemen,
>
> This is really much ado about nothing. As I expressed to the Mayor in our conversation earlier today and as a matter of fact throughout this entire process, the BID was designed for several specific purposes:
>
> 1. To know the actual cost of building the dog run the right way
> 2. To have a single contractor perform the work (to alleviate additional delays)
> 3. To allow for a competitive process (we received 5 bids)
> 4. To allow for the Village to pare back as needed to remain within budget
> 5. To allow for the potential to accept additional donations in alignment with Item 4
> 6. To have a professionally designed professionally installed dog run to insulate the Village as much as is reasonably possible from apparent liability

7. To comply with the State Comptroller's position on the need for competitive bidding so as to not circumvent the subject laws relating to Item 3

Next, there seems to be a push towards a particular fence company, who by the way was not responsive to the BID. To scrap the BID process at this point is at least perilous as it at a minimum suggests manipulation of the BID, and at its worst could be considered BID rigging. I for one would not recommend the foregoing nor do wish to be placed into a position to have to explain this to the State Comptroller or to a Court. I also do not appreciate the attempt to maneuver me into contravening the majority will of the Board.

The BOT as a whole approved this process and aligned behind the "Project Triangle" described by Trustee Brakewood:



EXAMPLE: *You are given the options of Fast, Good, and Cheap, and told to pick any two. Here Fast refers to the time required to deliver the product, Good is the quality of the final product, and Cheap refers to the total cost of designing and building the product. This triangle reflects the fact that the three properties of a project are interrelated, and it is not possible to optimize all three – one will always suffer. In other words you have three options:*

- *Design something quickly and to a high standard, but then it will not be cheap.*
- *Design something quickly and cheaply, but it **will not be** of high quality.*
- *Design something with high quality and cheaply, but it will take a relatively long time.*

The process allows us to build a safe dog run, within a park, next to a children's playground. Again, the BID is structured to allow us to come in on budget while simultaneously allowing us to accept donations to cover any gaps. The budgeted amount is likely more than adequate to cover the core project costs. I will be meeting with the lowest responsive bidder tomorrow to work through the details and hopefully come to an agreement. I will keep you posted.

Respectfully,

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
CSteers@PortChesterNY.com

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From: Saverio L. Terenzi [mailto:samtcpa@aol.com]
Sent: Thursday, July 30, 2015 5:45 PM
To: Pilla, Dennis (Mayor) <DPilla@PortChesterNY.com>
Cc: Ameigh, Chris <CAmeigh@PortChesterNY.com>; Board of Trustees and Mayor Preferred EMail Group <BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>; Steers, Christopher <CSteers@PortChesterNY.com>; Veltri, Maryanne <mveltri@PortChesterNY.com>; Cerreto, Tony <TonyC@PortChesterNY.com>
Subject: Re: Dog Park Documents

Dennis,

I'm confused as usual. Who was charged with preparing the specs for this $#%&ing park. The Village or the Dog Park people. My concerns that the Park doesn't look like a piece of garbage. My other concerns is who is filling in the gap in this pricing structure. Even @ $112,000 that seems we are still $30K short, and that takes into consideration the fact that we killed the walkway. I hate to see what the number would have been if the walkway was handled.

Comparing this to the baseball group is a little different. The PCYBL probably have more Board of Directors than the total amount of people that are going to use this park. It's a group of people with expertize
in many different areas and they run a program that probably touches 50% of the community indirectly.

Not too sure how you pull the bids at this point. If you just want to isolate just the fencing and rebid then who will be responsible for all of the rest of the items that seem to be needed. I'm not too sure the rest of the BOT is in a position to abdicate complete control over this project.

Just my two cents.

Sam,

Saverio L. Terenzi CPA PLLC
225 Westchester Ave. #311
Port Chester, New York 10573

914-937-0601

914-937-6961 (fax)
914-391-2066 (cell)

-----Original Message-----
From: Pilla, Dennis (Mayor) (Mayor) <DPilla@PortChesterNY.com>
To: SaverioTerenzi (Trustee External EMail) <SamTcpa@aol.com>
Cc: Ameigh, Chris <CAmeigh@PortChesterNY.com>; Board of Trustees and Mayor Preferred EMail Group <BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>; Steers, Christopher <CSteers@PortChesterNY.com>; Veltri, Maryanne <mveltri@PortChesterNY.com>; Cerreto, Tony <TonyC@PortChesterNY.com>
Sent: Thu, Jul 30, 2015 5:12 pm
Subject: Re: Dog Park Documents

Sam
Actually I want to pay the least for a fence and get everything else donated by the Dog Park Group - like they wanted to do.

But it looks like we
will overpay for the fence by about $20k (40%) instead, and buy other stuff (benches, shrubs, poop stations,...) that we could have received and had installed for free.

Rather disappointing.

Tomorrow is the 60 day deadline
btw... and the contract is not even awarded.

Too bad we pre-authorized this.
It really didn't buy us any time - and it locked us in to a very uncompetitive
approach (The cheapest fence company was eliminated because they don't do shrubs
or poop stations - even though staff said on the record that they would consider
partial bids, I seem to recall...)

Passing that resolution was a *big*
mistake in hindsight.

Had we not, I would have suggested instead that we
reject these bids because the "lowest responsible bidder" ($112.8k) is much higher than our budget ($80k).

We should have let the dog park group install
the fence and other stuff to our spec (with an insurance certificate), which they wanted to do in the first place, and which NYCOM counsel said is not prohibited by NYS law.

Isn't that what the Baseball League did at Lyon Park?
That's apparently done all over NYS - for good reason...

Can't wait to hear
the outcome on this...

I added a discussion for the BOT to be briefed at our
upcoming meeting.

Best regards
Dennis

Sent from my iPhone - please
excuse any typos...

On Jul 30, 2015, at 4:31 PM, Saverio L. Terenzi
<samtcpa@aol.com<mailto:samtcpa@aol.com>> wrote:

Ok, does he want the BOT to
bid on this project. Just let me know who the lowest qualified bidder and
let's
award the contract. Not sure why we need to get the specs. But what do I
know.

Saverio L. Terenzi CPA PLLC
225 Westchester Ave. #311
Port Chester,
New York 10573

914-937-0601
914-937-6961 (fax)
914-391-2066
(cell)

-----Original Message-----
From: Ameigh, Chris
<CAmeigh@PortChesterNY.com<mailto:CAmeigh@PortChesterNY.com>>
To: Board of
Trustees and Mayor Preferred EMail Group
<BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com<mailto:BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>>
Cc:
Steers, Christopher
<CSteers@PortChesterNY.com<mailto:CSteers@PortChesterNY.com>>; Veltri,
Maryanne
<mveltri@PortChesterNY.com<mailto:mveltri@PortChesterNY.com>>
Sent: Thu, Jul
30, 2015 11:55 am
Subject: Dog Park Documents

As per the mayor's request.
Attached are the original Dog Park specifications and plans along with the
Bid
package.

Thank You,

Christopher Ameigh
Aide to the Village Manager
914
939 2200
222 Grace Church Street
Port Chester NY 10573

Steers, Christopher

Subject:	bulkhead interviews
Location:	conf room
Start:	Tue 6/2/2015 7:00 PM
End:	Tue 6/2/2015 9:00 PM
Show Time As:	Out of Office
Recurrence:	(none)
Meeting Status:	Accepted
Organizer:	Youngblood, Jesica
Required Attendees:	Ameigh, Chris; Steers, Christopher; Gomez, Chris
Importance:	High

Boswell, McLaren: final interviews for bulkhead design grant.

Steers, Christopher

Subject:	Meet w/Trustee Adams
Location:	VM Office
Start:	Wed 6/3/2015 2:30 PM
End:	Wed 6/3/2015 3:30 PM
Recurrence:	(none)
Meeting Status:	Accepted
Organizer:	Veltri, Maryanne
Required Attendees:	Steers, Christopher

Trustee Greg Adams - cell: (914) 498-4325 or home: (914) 481-1121

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VIA REGULAR AND
ELECTRONIC MAIL

June 5, 2015

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

Ms. Jesica Youngblood, Planner
Planning and Development
Village of Port Chester
222 Grace Church Street, Room 202
Port Chester, New York 10573

Dear Mr. Steers and Ms. Youngblood:

Boswell Engineering was established in 1924. Throughout our 91 year history and three generations of family management, our reputation for integrity has been beyond reproach. Therefore, we were very disturbed by the content of our conversation with you yesterday. Three things in particular were disconcerting.

First, you asked us why we "changed" our presentation from our initial interview to the interview with the Mayor and three trustees. The presentation was identical in both cases, except we changed the date on the first slide of our Power Point presentation. Neither the two Boswell employees with me for both presentations, nor I, have any idea what you were talking about when you asked why we changed the presentation.

Second, you asked me what you termed a "frank" question, inquiring if we had spoken to any trustee prior to our presentation. As I indicated to you, we did not, but there is a nefarious implication in the question itself.

Third, you felt it necessary to have your counsel on the call. It is virtually unprecedented in my experience for a potential client to feel the need for a lawyer to participate in a conference call asking for clarification of a presentation.

Based on the above, we withdraw from consideration for this project. We do not take this action lightly, but we will always hold our reputation for integrity as the paramount consideration in all of our actions, and we are extremely uncomfortable with our interpretation of your implications in yesterday's conference call.

We wish the Village of Port Chester the best of luck with this project.

Very truly yours,

BOSWELL ENGINEERING

Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/mmf
cc: The Honorable Dennis G. Pilla

150605L1

BOSWELL ENGINEERING

Steers, Christopher

From: Steers, Christopher
Sent: Friday, June 05, 2015 5:00 PM
To: Board of Trustees and Mayor Preferred EMail Group; sltcpa@aol.com; SaverioTerenzi (Trustee External EMail)
Cc: Cerreto, Tony; Youngblood, Jesica; Gomez, Chris
Subject: Bulkhead RFP
Attachments: June 5 2015 Letter.pdf; Response to June 5 2015 Letter.pdf

Gentlemen,

Please see attached.

Boswell has withdrawn from consideration in the process. Please read their letter and my response to same.

The questions I directed to Mr. Boswell were aimed at preserving the integrity of the process. The questions were necessitated due to the concerns raised by Trustee Adams and other member's present in the executive session.

At this point my suggestion is to bring back the remaining **three** applicants for a similar but more **structured interview.** Thereafter the Board can make its selection.

Otherwise I would suggest we would need to re-bid /RFP and start over.

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
CSteers@PortChesterNY.com

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Steers, Christopher

From: Steers, Christopher
Sent: Friday, June 05, 2015 4:44 PM
To: 'Margherite Faiello'; Pilla, Dennis (Mayor); Youngblood, Jesica
Cc: stboswell@boswellengineering.com
Subject: RE: Bulkhead RFP
Attachments: Response to June 5 2015 Letter.pdf

Hello, attached is a follow up to the below.

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
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From: Margherite Faiello [mailto:mfaiello@boswellengineering.com]
Sent: Friday, June 05, 2015 1:58 PM
To: Pilla, Dennis (Mayor); Youngblood, Jesica; Steers, Christopher
Cc: stboswell@boswellengineering.com
Subject: Bulkhead RFP

Attached is a letter from Stephen T. Boswell dated June 5, 2015. The original letter has been mailed via USPS.

Margherite M. Faiello
Administrative Assistant to Stephen T. Boswell

BOSWELL ENGINEERING
330 Phillips Avenue
South Hackensack, N.J. 07606-1722
Tel: (201) 373-8900 Fax: (201) 641-2211
ENGINEERS · PLANNERS · SURVEYORS · SCIENTISTS

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

Christopher D. Steers
Village Manager

(914) 939-2200
Fax: (914) 937-3169
E-mail: csteers@portchesterny.com

June 5th, 2015

Mr. Stephen T. Boswell Ph.D.
330 Phillips Avenue
P.O. Box 3152
South Hackensack, N.J. 07606-1722

VIA REGULAR AND ELECTRONIC MAIL

RE: Bulkhead RFP & follow Up Questions

Dear Mr. Boswell:

Reference is made to your letter dated June 5th, 2015 and your withdrawal from consideration for the above referenced RFP.

It was your reputation for quality, integrity and professionalism as well as your company's extensive experience that moved your organization into becoming one of the finalists for consideration. The questions put to you in the referenced conversation were about any third party contacts and our concern that the Board members present may not have gotten the full benefit of the content of the presentation that you and your colleagues gave to staff. You are correct about the slide show but we were concerned that the time constraints may have impacted the free flowing dialogue staff experienced when we first had the opportunity to meet. You did acknowledge that you wanted to have more time for questions and answers so you spent less time on the presentation.

This is why we asked if you would be amenable to a final question and answer session with the Board of Trustees to answer some of the additional questions that came out in the Board's subsequent deliberations. The Attorney's presence on the call was for my own benefit to assure that I or my other staff did not say anything that would taint the process. No implication or insinuation was intended nor do we believe was conveyed.

In any case, should you choose to re-consider we would be more than happy to have you continue to be a candidate in the process. Please let me know. Otherwise, thank you very

much for your interest in working with the Village, we learned a lot from your input and appreciate your professionalism.

Sincerely,

Christopher D. Steers
Village Manger

Cc: Dennis Pilla, Mayor
Board of Trustees
Tony Cerreto, Village Attorney
Christopher Gomez, Director of Planning and Development
Jesica Youngblood, Planer
Christopher Ameigh, Administrative Aide

Steers, Christopher

From: Steers, Christopher
Sent: Monday, June 08, 2015 7:12 PM
To: Pilla, Dennis (Mayor); Ceccarelli, Gene (Trustee)
Cc: Board of Trustees and Mayor Preferred EMail Group; sltcpa@aol.com; SaverioTerenzi (Trustee External EMail); Cerreto, Tony; Youngblood, Jesica; Gomez, Chris; Ameigh, Chris
Subject: RE: Bulkhead RFP
Attachments: FINAL Bulkhead RFP rubric May 2015.pdf; FINAL Bulkhead RFP rubric - combined totals May 2015.pdf

Importance: High

Gentlemen,

The purpose of the process is simply to have the entire board weigh in on what is likely one of the most important projects the Village will be undertaking. Secondly the other purpose was and is to maintain transparency in the process (although the executive session seems counter intuitive to this, it allowed for additional vetting by the BOT allowing for more frank discussions as occurred).

BTW Boswell contacted us late today to let us know that they have reconsidered and they are anxious to continue in the process.

In the context of the afore going and in the interest of preserving the integrity of the process my prior recommendation remains the same. Bring back the two finalists on the 15th for a final public vetting, and immediately thereafter the Board can make its choice. We have finalized the additional questions discussed, which will be forwarded to both applicants.

Please see attached staff's rubric on responsiveness to the RFP and our ranking based upon the metrics therein and staff's interviews. I belief both rubrics distill down the submittals and ranks to a simplified and understandable level.

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
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CSteers@PortChesterNY.com

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From: Pilla, Dennis (Mayor)
Sent: Saturday, June 06, 2015 9:04 PM
To: Ceccarelli, Gene (Trustee)
Cc: Board of Trustees and Mayor Preferred EMail Group; Steers, Christopher; sltcpa@aol.com; SaverioTerenzi (Trustee

External EMail); Cerreto, Tony; Youngblood, Jesica; Gomez, Chris
Subject: Re: Bulkhead RFP

+1 on allowing staff to recommend.

Sent from my iPhone

On Jun 6, 2015, at 8:52 PM, "Ceccarelli, Gene (Trustee)" <GCeccarrelli@portchesterny.com> wrote:

> This was not the best turn of events, but we have to move on.
>
> I spent hours reading the RFP responses for the 2 finalists, and making prep notes for the presentations. This was not what I initially thought would be the most productive way to make a selection, but I went along with it. My position has, and continues to be, that Staff do a complete vetting job, and then based on their ***collective findings***, a recommendation be made on the finalists. (Sort of like the matrix that was initially presented to the BOT at the start.)
>
> I personally put a lot of stock into our professional staffs' assessments, which will weigh heavily into my decisions. I would never have had the time to do all of the groundwork that was needed to declare the 2 recent finalists.
>
> I hope that the rest of the Board agrees to allow Staff to do the heavy lifting as the process continues, and come back with a recommendation of 1st, 2nd, and 3rd (or just 1st). But if members of the Board want to do the vetting themselves, then I guess I will have no other choice but to dig in myself.
>
> I don't know about anyone else, but a hundred bucks a week for this kind of work is a little low. Can I get a 2nd on a resolution to at least go to $101?
>
> **From:** Steers, Christopher
> **Sent:** Friday, June 05, 2015 4:53 PM
> **To:** Board of Trustees and Mayor Preferred EMail Group; sltcpa@aol.com; SaverioTerenzi (Trustee External EMail)
> **Cc:** Cerreto, Tony; Youngblood, Jesica; Gomez, Chris
> **Subject:** Bulkhead RFP
>
> Gentlemen,
>
> Please see attached.
>
> Boswell has withdrawn from consideration in the process. Please read their letter and my response to same.
>
> The questions I directed to Mr. Boswell were aimed at preserving the integrity of the process. The questions were necessitated due to the concerns raised by Trustee Adams and other member's present in the executive session.
>
> At this point my suggestion is to bring back the remaining **three** applicants for a similar but more **structured interview**. Thereafter the Board can make its selection.
>
> Otherwise I would suggest we would need to re-bid /RFP and start over.
>
> Christopher D. Steers, MPA, CFM
> Village Manager

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BULKHEAD RFP - VILLAGE OF PORT CHESTER, NY
ASSESSMENT CRITERIA

	COWI-OCC	LANGAN	McLAREN	BOSWELL
Cost	$ 193,032	$ 393,000	$ 275,754	$ 228,263
Time	8 Months	13-14 months	13 Months	4.5 months (147 days)
Staff, plus Subconsultants	17, +1	7 +3	8 +4	10
M/WBOE	Pereira Engineering & Hydro Data, Inc; Ocean & Coastal	Eliana Construction Consultants; Atlantic Testing Laboratories	Through subs Setty & Associates; Jersey Boring and Drilling; Historical Perspectives, Inc	U&S Engineers, PC; Richard Grubb & Assoc.
PE's on Staff	YES	YES	YES	YES
Divers on Staff	YES	No (sub contractors)	YES	YES
# OF MEETINGS (included in price)	3	2	5	2

RFP/NYSDOS Contract Task Comparison		**A = Above Compliance**	**C = Complies**	**D = Deficient**
Task 6 *Second Project Meeting - Meeting held; Provide written meeting summary*	C	C	C	C
Task 7.a *Site Reconnaissance - Perform detailed site investigation; Provide maps and written summary of findings*	C	Believes that current data on subsurface conditions sufficient. Would back out $68,000 of cost to avoid borings	Included a PHASE 1 ESA; detailed subsurface investigation; Archeological and historic resource survey; Wetlands assesment	C
Task 7.b *Schematic Designs - Provide 3 schematic designs with a summary*	C	Describes process for place making design focus in design	C	C
Task 8 *Public Meeting - Hold public meeting on designs, provide summary of comments*	C	C	C	Did not reference providing comments for meeting
Task 9 *Construction Req. Analysis - Provide written construction analysis and hold pre-permitting meeting with identified entities*	C	C	C	Only referenced meeting with DOS
Task 10 *Environmental Quality Review - SEQRA documents*	Additional Cost for DEIS (however all respondents anticipate Type II Action)	C	C	C
Task 11 *Draft Final Design - Provide Draft Design and supporting materials*	90% completion; will include Opinion of Probable Cost	C	60% completion; contingency for cost at 20%; will include Opinion of Probable Cost	C
Task 12 *Final Design and Construction Documents - Provide same*	Going to provide updated Opinion of Probable Cost	Will provide final cost estimate	Will provide a 15% Opinion of Probable Cost	C
Task 13 *Permits - Required permits and approvals; Provide written certification of floodplain management compliance (if applicable)*	Fish, wildlife, habitat study (additional cost); SWPPP not included; 2 rounds of permit revisions included in price	Will respond to all requests for information from agencies	Pre-Application meeting; Floodplain Management Certification included in price	Does not speak to any services beyond the Filing of applications for permits
Out of Scope Services Provided	Bid Assistance and Construction Management and Full-time Resident Engineer (during construction) available for additional $154,072	Placemaking focused design, (assesment of pedestrian uses, accessibility, lighting and plantings)	Construction Admin and inspection services available for additional $111,500	Construction Admin and inspection services available for additional $149,830
Relevant Experience	Byram River - Greenwich bulkhead; Croton Yacht Club; Tuckahoe, Bridgeport; Poughkeepsie waterfront; Brooklyn Marine Terminal	Hudson Riverfront - Jersey City X3; East River - Brooklyn X3; Gowanus - Brooklyn; Hunts Point - Bronx; New Haven Harbor - New Haven X2; Hudson River - Peekskill Landing; Newtown Creek - Queens	Water Front Park - Dobbs Ferry; 4th and 5th St Piers - Brooklyn NY; Homeport Bulkhead/Seawall rehab - Staten Island NY; As Needed Waterfront facility design and inspections - NYC Ferry System 2005-2012; SUNY Maritime campus pier rehab - Throgs Neck NY; Brooklyn Navy Yard as needed - Brooklyn NY; Long Slip Bulkhead Restoration - Hoboken NJ; Green Street Pier rehab/reconstruction - Brooklyn NY	NY, NJ projects; New Rochelle Bulkhead; Hoboken 'Castle Point and Sinatra Park;' Passaic bulkhead repair; Garfield, NJ: public park and placemaking
Conducted Site Visit	YES	Yes	Yes	YES

SCORE SHEET

		LANGAN	BOSWELL	OCC/COWI	MACLAREN
Proposal - %	**70**	*61*	*64*	*63*	*64*
Specialized Experience of Firm - %	25	24	24	24	24
Project Personnel - %	50	42	44	43	44
Approach to Proposal - %	25	21	23	23	24
Staff Interview - %	**30**	*24*	*27*	*23*	*27*
Presentation: Style, content, ability to meet time constraints; effectiveness; communication/presentation skills	9	7	8	6	8
Questions & Answers: Technical experience; managerial experience; creativitiy; communication skills	12	10	11	10	11
Project Team: Principal-in-Charge; Project Manager; Project Engineer	9	7	8	7	8
		85	**91**	**86**	**91**

	LANGAN	BOSWELL	OCC/COWI	MACLAREN
Proposal Price	$ 398,000	$ 228,289	$ 193,032	$ 275,754
DOS Contract Requirement Completeness	YES	YES	YES	YES
Out of Scope Services Provided	none provided	$149,830	$ 154,072	$111,500
Timeframe Proposed	13-14 months	5 months	8 months	13 months

Exhibit "B"

AWARDING BID FOR FENCING FOR DOG RUN IN ABENDROTH PARK

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 Board has previously acknowledged a $25,000 gift from the Port Chester Dog Park Group and an additional $25,0000 gift from the Port Chester Dog Park Group and PetSafe subject to the terms of the PetSafe contest rules to defray the cost of the dog run; and

WHEREAS, Dog Park Capital Project 5.7110.400.2015.159 has been established for this project; and

WHEREAS, the Village of Port Chester has advertised for bids for fencing for the proposed dog run in Abendroth Park (Bid No. 2015-09); and

WHEREAS, with the release of an addendum to the bid package, the Village has commensurately extended the date for the opening of bids to July 27, 2015 and

WHEREAS, the Board desires that this matter be expedited so that construction can begin without delay. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to consider and make an award to the lowest responsible bidder with regard to the fencing for the dog run at Abendroth Park within the budgeted allocation for this project.

Approved as to Form:

Fencing

$25k - gift → PC Dog Park Grp
$25k - gift → PC " & Pet Safe

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees, Brakewood, Ceccarelli, Marino, Adams and Mayor Pilla.
NOES: None.
ABSENT: Trustees Terenzi and Kenner.

DATE: July 20, 2015

Exhibit "C"

Dolph Rotfeld Engineering, P.C.

CONSULTANTS & DESIGNERS

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

July 29, 2015

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

RE: Port Chester Dog Park
Bid No. 2015-09
Port Chester, New York

Dear Mr. Steers:

On July 27, 2015, five bids were received for the above referenced project. Two of the bids only included pricing for fencing while another bid neglected to include a bid price for one of the line items. These three bids were deemed unresponsive.

Of the remaining two bidders the bidder with the apparent lowest bid was Central Industries, Inc. of Yonkers, NY with a base bid price of $112,811.00. An Alternate of the contract represents a substitution of the line item for "Asphalt Pavement at seating area" in the base bid for "Gravel Pavement w/ steel edge at seating area." Considering the substitution of this line item with all received Alternate bids, the bidder with the apparent lowest adjusted bid price is Central Industries, Inc. with an adjusted bid price of $124,241.00.

This office has checked some of the municipal references provided by Central Industries, Inc. and has found that their work is satisfactory and that they are capable of completing the work.

This office hereby recommends immediate award of the above referenced contract to Central Industries, Inc. so that the work can commence as soon as possible.

Sincerely,

James Natarelli

James Natarelli, P.E.

C: A. Cerreto, Village Attorney
J. Richards, Village Clerk
L. Douglas, Village Treasurer
R. Morabito, Village DPW General Foreman
C. Summa, Village DPW Assistant General Foreman

Exhibit "D"

Steers, Christopher

From: Steers, Christopher
Sent: Friday, July 31, 2015 12:06 AM
To: Pilla, Dennis (Mayor)
Cc: SaverioTerenzi (Trustee External EMail); Ameigh, Chris; Board of Trustees and Mayor Preferred EMail Group; Veltri, Maryanne; Cerreto, Tony; Douglas, Leonie
Subject: RE: Dog Park Documents

Dennis,

- Did not imply anything just stated the facts.
- Not arguing, again just stating the facts.
- You approved the RFP approach.
- We received three responsive Bids from bidders that can provide and install fencing, asphalt, shrubs, and particular poop stations and benches.
- Did not state that <u>you</u> were pushing towards a specific contractor: *"That's a bit much to overpay when other vendors are ready, willing, and able to do the job for much less in the same timeframe."* Who exactly?
- Yes its I can negotiate terms and pricing (final pricing has not been determined yet).

I am perhaps more cognizant of the tax payer's dollar than you realize as I have to sign off on every Village bill and expenditure. As such I must note that historically the Village seems to have been penny wise and pound foolish in many instances; and I have worked diligently with this and other boards over the last six years to clean up the messes left behind from that short sightedness.

I am not sure what phone call you are referring to, we spent about an hour and a half together today discussing this and other items in detail. Further, you were in the office from about 3:30 until about 5:15; if you needed to, we could have spoken some more then.

In any case, you seemed very out of sorts today and I am concerned that any further conversations with you on this issue this week will be counter-productive. Let's talk next week.

Have a good weekend.

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
CSteers@PortChesterNY.com

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From: Pilla, Dennis (Mayor)
Sent: Thursday, July 30, 2015 8:53 PM

To: Steers, Christopher <CSteers@PortChesterNY.com>
Cc: SaverioTerenzi (Trustee External EMail) <SamTcpa@aol.com>; Ameigh, Chris <CAmeigh@PortChesterNY.com>; Board of Trustees and Mayor Preferred EMail Group <BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>; Veltri, Maryanne <mveltri@PortChesterNY.com>; Cerreto, Tony <TonyC@PortChesterNY.com>
Subject: Re: Dog Park Documents

Dear Chris
I don't know how to react with you implying there is a push to a particular fence company. There is certainly no push coming from this way I assure you. I don't care who gets picked - I do care how much it costs the taxpayers. I am quite sure the Comptroller would have no problem with the sincerity of my intent. The bids are more than our budget - largely because of the RFP approach.

I see an uncompetitive bid spec - caused by unreasonable assumptions that a vendor might sell fencing, asphalt, shrubs, and particular poop stations and benches - and I see the fact that the vendor you are selecting bid 40% more for the fence than the lowest fence bid - the most important and most expensive item - that we immediately need for the park. That's a bit much to overpay when other vendors are ready, willing, and able to do the job for much less in the same timeframe.

I simply don't want to overpay for the convenience of having 1 stop shopping for theses other items that are not on the critical path (a fence and signs). I do want to give you the opportunity to negotiate the fence down near that lowest price however - if that is legal (?)

Nor do I wish to get into a protracted argument with you here.

Please call me when you can as I have requested.

Many thanks
Dennis

Sent from my iPhone - please excuse any typos...

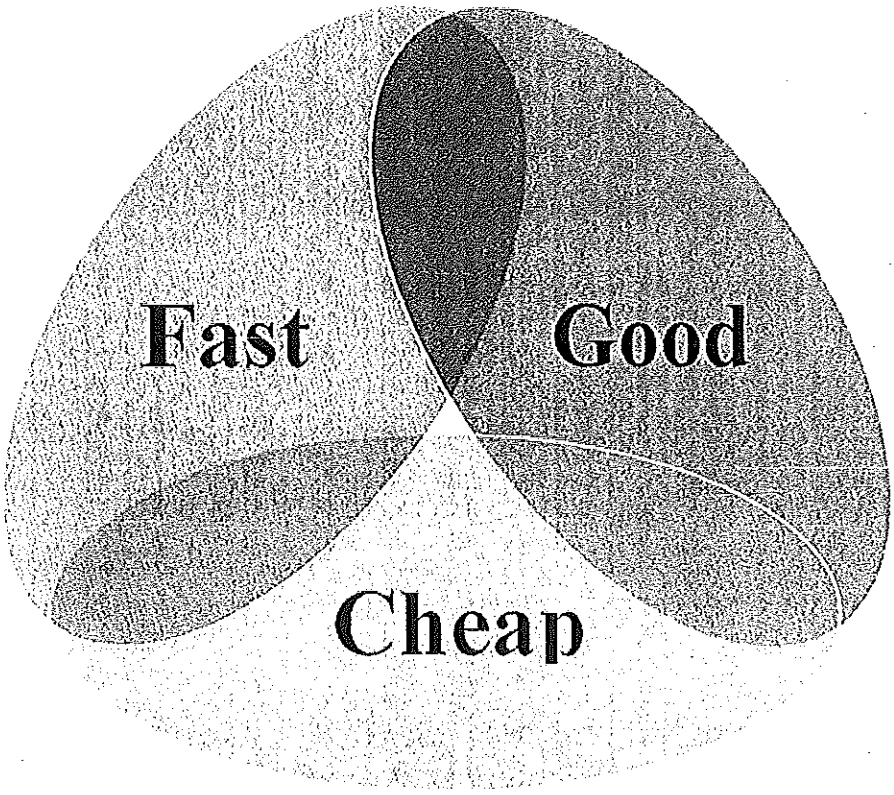
On Jul 30, 2015, at 8:20 PM, Steers, Christopher <CSteers@PortChesterNY.com> wrote:

> Gentlemen,
>
> This is really much ado about nothing. As I expressed to the Mayor in our conversation earlier today and as a matter of fact throughout this entire process, the BID was designed for several specific purposes:
>
> 1. To know the actual cost of building the dog run the right way
> 2. To have a single contractor perform the work (to alleviate additional delays)
> 3. To allow for a competitive process (we received 5 bids)
> 4. To allow for the Village to pare back as needed to remain within budget
> 5. To allow for the potential to accept additional donations in alignment with Item 4
> 6. To have a professionally designed professionally installed dog run to insulate the Village as much as is reasonably possible from apparent liability

7. To comply with the State Comptroller's position on the need for competitive bidding so as to not circumvent the subject laws relating to Item 3

Next, there seems to be a push towards a particular fence company, who by the way was not responsive to the BID. To scrap the BID process at this point is at least perilous as it at a minimum suggests manipulation of the BID, and at its worst could be considered BID rigging. I for one would not recommend the foregoing nor do wish to be placed into a position to have to explain this to the State Comptroller or to a Court. I also do not appreciate the attempt to maneuver me into contravening the majority will of the Board.

The BOT as a whole approved this process and aligned behind the "Project Triangle" described by Trustee Brakewood:



EXAMPLE: *You are given the options of Fast, Good, and Cheap, and told to pick any two. Here Fast refers to the time required to deliver the product, Good is the quality of the final product, and Cheap refers to the total cost of designing and building the product. This triangle reflects the fact that the three properties of a project are interrelated, and it is not possible to optimize all three – one will always suffer. In other words you have three options:*

- *Design something quickly and to a high standard, but then it will not be cheap.*
- *Design something quickly and cheaply, but it **will not be** of high quality.*
- *Design something with high quality and cheaply, but it will take a relatively long time.*

The process allows us to build a safe dog run, within a park, next to a children's playground. Again, the BID is structured to allow us to come in on budget while simultaneously allowing us to accept donations to cover any gaps. The budgeted amount is likely more than adequate to cover the core project costs. I will be meeting with the lowest responsive bidder tomorrow to work through the details and hopefully come to an agreement. I will keep you posted.

Respectfully,

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
CSteers@PortChesterNY.com

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From: Saverio L. Terenzi [mailto:samtcpa@aol.com]
Sent: Thursday, July 30, 2015 5:45 PM
To: Pilla, Dennis (Mayor) <DPilla@PortChesterNY.com>
Cc: Ameigh, Chris <CAmeigh@PortChesterNY.com>; Board of Trustees and Mayor Preferred EMail Group <BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>; Steers, Christopher <CSteers@PortChesterNY.com>; Veltri, Maryanne <mveltri@PortChesterNY.com>; Cerreto, Tony <TonyC@PortChesterNY.com>
Subject: Re: Dog Park Documents

Dennis,

I'm confused as usual. Who was charged with preparing the specs for this $#%&ing park. The Village or the Dog Park people. My concerns that the Park doesn't look like a piece of garbage. My other concerns is who is filling in the gap in this pricing structure. Even @ $112,000 that seems we are still $30K short, and that takes into consideration the fact that we killed the walkway. I hate to see what the number would have been if the walkway was handled.

Comparing this to the baseball group is a little different. The PCYBL probably have more Board of Directors than the total amount of people that are going to use this park. It's a group of people with expertize
in many different areas and they run a program that probably touches 50% of the community indirectly.

Not too sure how you pull the bids at this point. If you just want to isolate just the fencing and rebid then who will be responsible for all of the rest of the items that seem to be needed. I'm not too sure the rest of the BOT is in a position to abdicate complete control over this project.

Just my two cents.

Sam,

Saverio L. Terenzi CPA PLLC
225 Westchester Ave. #311
Port Chester, New York 10573

914-937-0601

914-937-6961 (fax)
914-391-2066 (cell)

-----Original Message-----
From: Pilla, Dennis (Mayor) (Mayor) <DPilla@PortChesterNY.com>
To: SaverioTerenzi (Trustee External EMail) <SamTcpa@aol.com>
Cc: Ameigh, Chris <CAmeigh@PortChesterNY.com>; Board of Trustees and Mayor Preferred EMail Group <BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>; Steers, Christopher <CSteers@PortChesterNY.com>; Veltri, Maryanne <mveltri@PortChesterNY.com>; Cerreto, Tony <TonyC@PortChesterNY.com>
Sent: Thu, Jul 30, 2015 5:12 pm
Subject: Re: Dog Park Documents

Sam
Actually I want to pay the least for a fence and get everything else donated by the Dog Park Group - like they wanted to do.

But it looks like we
will overpay for the fence by about $20k (40%) instead, and buy other stuff (benches, shrubs, poop stations,...) that we could have received and had installed for free.

Rather disappointing.

Tomorrow is the 60 day deadline
btw... and the contract is not even awarded.

Too bad we pre-authorized this.
It really didn't buy us any time - and it locked us in to a very uncompetitive
approach (The cheapest fence company was eliminated because they don't do shrubs
or poop stations - even though staff said on the record that they would consider
partial bids, I seem to recall...)

Passing that resolution was a *big*
mistake in hindsight.

Had we not, I would have suggested instead that we
reject these bids because the "lowest responsible bidder" ($112.8k) is much higher than our budget ($80k).

We should have let the dog park group install
the fence and other stuff to our spec (with an insurance certificate), which they wanted to do in the first place, and which NYCOM counsel said is not prohibited by NYS law.

Isn't that what the Baseball League did at Lyon Park?
That's apparently done all over NYS - for good reason...

Can't wait to hear
the outcome on this...

I added a discussion for the BOT to be briefed at our
upcoming meeting.

Best regards
Dennis

Sent from my iPhone - please
excuse any typos...

On Jul 30, 2015, at 4:31 PM, Saverio L. Terenzi
<samtcpa@aol.com<mailto:samtcpa@aol.com>> wrote:

Ok, does he want the BOT to
bid on this project. Just let me know who the lowest qualified bidder and
let's
award the contract. Not sure why we need to get the specs. But what do I
know.

Saverio L. Terenzi CPA PLLC
225 Westchester Ave. #311
Port Chester,
New York 10573

914-937-0601
914-937-6961 (fax)
914-391-2066
(cell)

-----Original Message-----
From: Ameigh, Chris
<CAmeigh@PortChesterNY.com<mailto:CAmeigh@PortChesterNY.com>>
To: Board of
Trustees and Mayor Preferred EMail Group
<BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com<mailto:BoardofTrusteesandMayorPreferredEMailGroup@PortChesterNY.com>>
Cc:
Steers, Christopher
<CSteers@PortChesterNY.com<mailto:CSteers@PortChesterNY.com>>; Veltri,
Maryanne
<mveltri@PortChesterNY.com<mailto:mveltri@PortChesterNY.com>>
Sent: Thu, Jul
30, 2015 11:55 am
Subject: Dog Park Documents

As per the mayor's request.
Attached are the original Dog Park specifications and plans along with the
Bid
package.

Thank You,

Christopher Ameigh
Aide to the Village Manager
914
939 2200
222 Grace Church Street
Port Chester NY 10573

Exhibit "E"

[Globe]

5. We will guarantee all plant material for a minimum of one year, or as otherwise noted, from time of Landscape Architect's Final written approval.

6. We will accept the unit prices listed below should the Owner decide to increase or reduce the work. Unit prices include all work necessary to complete, in place, each listed item.

7. We will furnish and install all labor, materials, and incidentals thereto for the sum of 50,400.00 (figures);

Fifty thousand and four hundred dollars
Dollars (words) – including all taxes.

8. **LUMP SUM PRICES**

Lump Sum Prices include all work necessary to complete, in place, each listed item.

8.1. SITE PREPARATION: LS N/A
(DISPOSAL OF ALL WASTE MATERIAL IN A LEGAL AND SAFE MANNER. SITE ACCESS & RESTORATION UPON COMPLETION OF PROJECT)

8.2. FENCES & GATES:
A. Vinyl-coated chain link fence & gates – 4' ht. LS 10,309.00
B. Vinyl-coated chain link fence & gates – 6' ht. LS 17,167.00
C. Galvanized chain link fence & gates – 6' ht. LS 22,924.00
} $ 50,400

8.3. PAVEMENTS:
A. Asphalt Walk Pavements LS N/A
B. Asphalt Pavement at seating area. LS N/A
C. *ALTERNATE/DEDUCT*
Gravel Pavement w/ steel edge at seating area *LS* N/A

8.4. SITE FURNSHINGS:
A, New Benches LS N/A
B. Relocated Picnic Table LS N/A
C. New Trash Cans/Pet Stations LS N/A

8.5. PLANTING LS N/A

9. **UNIT PRICES**

Unit Prices include all work necessary to complete, in place, each listed item including mulch and planting soil mixture.

Exhibit "F"

[Central]

5. We will guarantee all plant material for a minimum of one year, or as otherwise noted, from time of Landscape Architect's Final written approval.

6. We will accept the unit prices listed below should the Owner decide to increase or reduce the work. Unit prices include all work necessary to complete, in place, each listed item.

7. We will furnish and install all labor, materials, and incidentals thereto for the sum of $112,811.00 (figures);

ONEHUNDRED TWELVE THOUSAND EIGHTHUNDRED ELEVEN DOLLARS & ZERO CENTS

Dollars (words) – including all taxes.

8. **LUMP SUM PRICES**

Lump Sum Prices include all work necessary to complete, in place, each listed item.

8.1. SITE PREPARATION: (DISPOSAL OF ALL WASTE MATERIAL IN A LEGAL AND SAFE MANNER. SITE ACCESS & RESTORATION UPON COMPLETION OF PROJECT)	LS	$3,900.00
8.2. FENCES & GATES:		
A. Vinyl-coated chain link fence & gates – 4' ht.	LS	$15,000.00
B. Vinyl-coated chain link fence & gates – 6' ht.	LS	$24,800.00
C. Galvanized chain link fence & gates – 6' ht.	LS	$25,600.00
8.3. PAVEMENTS:		
A. Asphalt Walk Pavements	LS	$4,870.00
B. Asphalt Pavement at seating area.	LS	$5,370.00
C. *ALTERNATE/DEDUCT* *Gravel Pavement w/ steel edge at seating area*	*LS*	$16,800.00
8.4. SITE FURNSHINGS:		
A, New Benches	LS	$9,100.00
B. Relocated Picnic Table	LS	$ 500.00
C. New Trash Cans/Pet Stations	LS	$575.00
8.5. PLANTING	LS	$23,096.00

$65,400

9. **UNIT PRICES**

Unit Prices include all work necessary to complete, in place, each listed item including mulch and planting soil mixture.

Exhibit "G"

STANDARD QUESTIONS - GRANT WRITER RFP

QUESTION	MILLENNIUM 8/19/15	LABERGE
How have previous client relations been?	West Harrison Schools ok	ok
NY vs. NJ vs. Westchester -- Do you foresee any limitations regarding grant funding experience? To what extent is your knowledge of NY grants?	↓ Limited Columbus Exhibit	Experienced
Please explain your anticipated strategies for going after grants not tied to existing projects	State Federal Private Foundations (Sample grant) will provide Harris Beach	Limited number of clients on issue / due dil's very Detailed Scope
Do you anticipate travel time/distance affecting client communication or productivity?		
Please explain a BID/SID project completed		
Any existing professional/personal ties to Port Chester?	NEC Hans Distance Knowledge of PC	NEC they love the village
What types of private sector grants have you been successful in acquiring? County-level, other?	MLB 10 - $0.25K USSoc. Robert Beck & USTennis (USTA)	Rebuild Lawsuit A-95, 5' Trail Westchester, State, Federal Dyson Foundation
How familiar are you with environmental review per NYS requirements? (SEQRA)	QRU	✓
Legislation/stakeholder involvement: Experience with public input, public hearings, holding charrettes, etc?	Nursery rehab etc. SIDS	✓
What does grant administration entail? Is grant administration included in proposal?	✓	A – Z
What is your most successful grant program, i.e. econ dev, housing, etc? What is your least successful grant program?	(650 Fol Harris PD 3y 45 5 orgs	CSDG #1
Estimated time line for contract execution/commencement of work?	Bloomberg Department ASAP	

Hazard Mitigation

MILLENNIUM

- Expert staff
  - PM has political / policy making skills
- Project base focuses more demonstrate / Tri-State area
- Harrison-Tann
- facilitate rebirth & future growth of communities
- full service grant writing / admin firm
- result oriented.
- Economic Development Specialization
- FEMA involvement!

MILLENIUM

- extension of admin. office
- Dave works w/ Harrison
- 2 people on staff dedicated to finding grants
- hands-on, hire a lot, meet face-to-face

$3000 not necessarily covering admin/reporting

Harrison: 1/6-7 applied for, recycle bins for parks

Experience creating foundations to get funds

engagement w/ gov't

understanding of older, diverse, poorer communities

insuring fit b/n grant + program

econ. dev, SEDs → county

↳ BID is niche, takes about 1 year
- not in current proposal
- $20,000 for feasibility study

project readiness is important to be competitive

available to draft RFP / prep. work for future grants

cost successful: 650K for Police Dept. 5 officers/3 years
500K for canal greenway
1.8 mil. Bloomberg Foundation for downtown

PIC outreach: presentations, public hearings
provide notices, etc.

DBG: Dave's niche, esp. housing
- does hearings, admin
- subcontract w/ rehab company

* Dover, Lambertville, NJ
↓
similar etc.

person team
- Dave as Manager
- Research associate
- Ed as problem solver/ad. team-mate

interfacing w/ granting agencies very common

LABELLE: [redacted]

- Hastings, Dobbs Ferry (DPW options)
  Sleepy Hollow, Tarrytown
  Yonkers, Mount Kisco, Pound Ridge
  - specific projects, not grants
- Prefers 1 grant / county, avoid competition
- 11/14 CFAs
- Extensive knowledge of NY grants, admin. rates, IDAs, etc.
- Relationships w/ grant agencies, dialogues, phone.
- Fee 2500 - 7500 / grant, hourly estimate, scope for each project
  - they know the game, the governor's expectations, the timing

[redacted] Nicole for oversight, Ben if needed, occasional additional person

Nicole = [redacted]
customer service, planning expertise

- passive research: email notification about new grants

STANDARD QUESTIONS - GRANT WRITER RFP

QUESTION	MILLENNIUM 8/19	LABERGE 8/20
How have previous client relations been?	extension of admin. office	Extension of staff
NY vs. NJ vs. Westchester – Do you foresee any limitations regarding grant funding experience? To what extent is your knowledge of NY grants?	Dave is retiring through Harrison (client PA) Skills applicable outside of state lines, good w/ people, getting integrate.. ; Hyde research dept.	Lots of knowledge of NY grant programs
Please explain your anticipated strategies for going after grants not tied to existing projects	Staff of researchers proactive research for known community assets	Focus on quit
Do you anticipate travel time/distance affecting client communication or productivity?	1 hr	2 hrs
Please explain a BID/SID project completed		
Any existing professional/personal ties to Port Chester?	NO	No
What types of private sector grants have you been successful in acquiring? County-level, other?	• Snapple • recreation → MLB baseball tomorrow 10-25K • environmental US. Soccer fnd. • Port Security Tennis (USTA)	• dyson, • usu. use municipal/ state/regional/federal
How familiar are you with environmental review per NYS requirements? (SEQRA)	No	lots of understanding/ experience
Legislation/stakeholder involvement: Experience with public input, public hearings, holding charrettes, etc?	Experience explaining grant priorities, steering legislation away/towards suitable opps., explaining in eligibility	Public meetings → pre-eligibility for CDBG housing Presentations to board ie prioritization
What does grant administration entail? Is grant administration included in proposal?	→ No	As much as needed; split w/ in-house Scope of services per grant
What is your most successful grant program, i.e. econ dev, housing, etc? What is your least successful grant program?	Public Safety, disaster recovery → spec. staff downtown, transportation (national funding)	CDBG
Estimated time line for contract execution/commencement of work?		

• strengths: implementation engineering expertise
• [illegible] work beyond grant; see acute challenge

David - Harrison

Staff Comments

ESD grant mtng; @ extension

BIO development - feasibility study; $20K; addt'l $ for implementation... lots.
- 6 months ↑; very longer for implementation

ide

:Grants Dev

TIPS to Albany → connections to other state agencies?

:DBG*

:A - mainly engineering/infrastructural grants

- How many people devoted to PCH? 3 person team: Grant manager, Research Assoc., Sr. Assoc

lots of interface w/ granting agencies

Reality/balance between grant application & funded attempts

- David J familiar w/ EFA

We no other w.c clients except for hastings.

- Strategic Funding Plan → BOT needs to see? very strategic → formalizing vision of priorities

can work w/ non profits if affiliated w/ client

- US Soccer - private foundation / Home Depot

Hyslide family excluded

- Elaborate on interaction w/ legislative bodies → have you had any interface w/ it? (lots of experience w/ this! (written & in person))

project + smart growth

Hyslide

Get weekly emails

Research

on list eligible by NIMEA

*Didn't really ask many questions.

Hertzke-NY, round -5

STANDARD QUESTIONS - GRANT WRITER RFP

pushed having good client services.

QUESTION	MILLENNIUM	LABERGE very cookie-cutter
How have previous client relations been?	un-call	
NY vs. NJ vs. Westchester – Do you foresee any limitations regarding grant funding experience? To what extent is your knowledge of NY grants?	only David Jenkins has done work... maybe we need to speak to him separately...	
Please explain your anticipated strategies for going after grants not tied to existing projects	2 staff members constantly devoted to researching.	
Do you anticipate travel time/distance affecting client communication or productivity?	1hr travel time.	2~ hours
Please explain a BID/SID project completed	(see back sheet)	
Any existing professional/personal ties to Port Chester?	NO	NO; except for comp. Plan
What types of private sector grants have you been successful in acquiring? County-level, other?	Snapple; Baseball; US soccer;	dont do private sector grants
How familiar are you with environmental review per NYS requirements? (SEQRA)	ϕ but knew Jersey w/ similar system	(can do call.
Legislation/stakeholder involvement: Experience with public input, public hearings, holding charrettes, etc?	Grant Admin - Public Hearing - if required by municipality; waived w/ legislation for grant support	
What does grant administration entail? Is grant administration included in proposal?	not really; would need to amend & have specific language in contract	can be flexible but may cost higher cost
What is your most successful grant program, i.e. econ dev, housing, etc? What is your least successful grant program?	resiliency/climate relief & parks & fire; lots of sports stuff... Housing & CDBG	CDBG; CFA; municipal grants
Estimated time line for contract execution/commencement of work?		

How done 10A grants

Not private funding driven majority of public/municipal grants.

1-2 people assigned per grant program.

- high retention rate
- client management/research/needs assessment

Being extension of staff

Exhibit "H"

R14

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

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 9/8/2015

Item Type: Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	☐	Public Hearing Required	☐	x
Funding Source:			BID #		
Account #:			**Strategic Plan Priority Area**		
	Yes	No	Broad Based		
Agreement	X		**Manager Priorities**		
Strategic Plan Related	x		Other		

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

Awarding Bid # 2015-04, RFP for Grant Writing Services and authorizing manager to enter into contract with winning bidder.

Summary

Background: On 6-29-15 the Village released an RFP seeking professional services to assist the Village in researching and identifying grant opportunities from both public and private sources, providing application preparation and submission, and management of awarded grants.
Having received multiple bids and having interviewed the top two candidates Village Staff recommends awarding the contract to Millennium Strategies LLC.
An attached memo outlines staff's intent and logic in making this choice.
Also attached is a resolution awarding the bid and authorizing the Village Manager to enter into a contract with Millennium Strategies, not to exceed $35,000 a year for said services.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments
Resolution RFP 2015-04 Millennium Strategies LLC RFP response Laberge Consulting LLC RFP response Memo from staff

VILLAGE OF PORT

OFFICE OF THE VILLAGE

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Grant Writing Work Group

THROUGH: Christopher D. Steers

DATE: September 4, 2015

RE: Grant Writing Service RFP 2015-04

After evaluating three initial responses to RFP 2015-04, "Grant Writing Services," Village of Port Chester Staff determined two responses to be qualified and complete. Laberge Engineering and Consulting Group LTD and Millennium Strategies LLC were interviewed during the week of August 17, 2015.

Village Staff's analysis of these firms, as well as a recommendation for selection, is as follows.

Fee Structure:

Millennium:

- A flat fee of $3,000/month for a two-year period allows for unlimited consulting services across the spectrum of available grants. Contractor resources and grant writing services are available as needed and can be called upon freely based upon client needs.

Laberge:

- A not-to-exceed fee of $29,500 per year for a two-year period based on hourly rates. The response approximated an individual grant application fee to range from $2,500-$7,500 depending on complexity. This places a clear limitation on availability of contractor resources.

Submitted Materials:

Millennium:

- Application package was tailored to the Village of Port Chester and the RFP criteria: the document contained detailed information regarding recent successes in the grant writing field.

- List of prior clients demonstrated a wide range of grant writing experience at various funding levels, i.e. local, state and federal programs.
- Applicant will provide a Grant Writing Strategic Plan that includes a proactive investigation of strategic opportunity areas from both public and private sources.
- Grant Manager assigned to Port Chester demonstrated a high level of success and experience in the grant writing field, having received award of over $40 million in grant funding over the last three years.

Laberge:

- Submitted experience and qualifications list covered grants awarded through 2006 with no recent experiences discussed.
- Majority of listed clients are no longer working with Laberge, and only two grant writing clients are current contracts.
- Firm's central focus is on engineering and planning, and grant writing is an incidental service without specialized or dedicated staff members.
- Grant Manager assigned to Port Chester demonstrated proficiency in planning with only secondary expertise in grant writing.

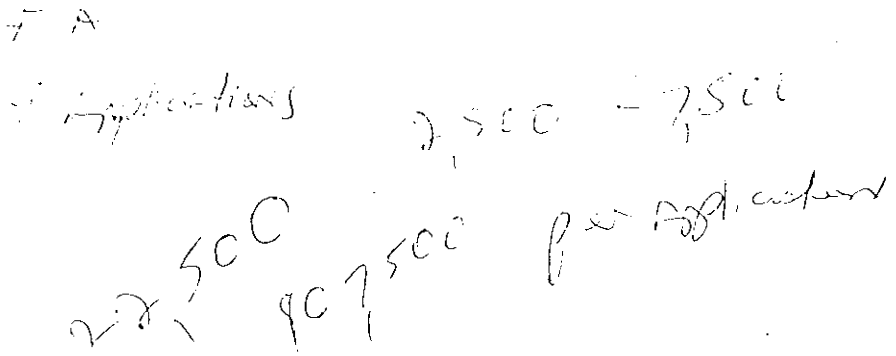
Millennium:

- Funding approach casts a broad net for grants from private, federal, state and foundation-based sources. A designated, in-house research team seeks out nontraditional funding to supplement the application opportunities Port Chester already leverages (DOS, LWRP, EFC, NYMS, ESD, FEMA, CDBG, etc.). Nontraditional funding areas would greatly increase Village opportunity for future grant success.
- Proposed Grant Manager demonstrated a wide range of knowledge and a working style indicative of strong management skills, a focus on the client's needs, and autonomy over the management of the contract.

Laberge:

- Funding approach is focused on traditional state grant programs. This approach would supplement Port Chester's previous successes with funding sources such as the CFA and CDBG but would not avail the Village of additional private, federal, or foundation-based funds
- Laberge seeks project specific funding as directed by staff. Grant acquisition efforts are not proactive and do not extend beyond the client's current objectives.

For the above reasons, Staff recommends Millennium Strategies LLC for award of RFP 2015-04.



AWARDING BID FOR GRANT WRITING SERVICES

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

WHEREAS, the Village solicited bids for grant writing services through a Request for Proposals process (RFP-2015-04); and

WHEREAS, the Village received three responses, two of which were deemed complete; and

WHEREAS, upon a review of these two proposals and interviews, Village staff recommends Millennium Strategies LLC to the Board as the superior respondent. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the proposal of Millennium Strategies LLC, 60 Roseland Ave Caldwell, NJ 07006 to provide grant writing services to the Village of Port Chester, and; be it further

RESOLVED, that the Village Manager is hereby authorized to negotiate and execute an agreement with the vendor not to exceed a term of 2 years at a rate which will not exceed the amount budgeted for FY 15-16 or as may be budgeted in the following year.

Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

Exhibit "I"

Syden, Benjamin H.

From: Syden, Benjamin H.
Sent: Tuesday, September 08, 2015 4:56 PM
To: 'Dennis Pilla'
Subject: info

Importance: High

From their webpage:

Since 2005, Millennium Strategies has delivered over $60 million in grants to its clients. Our results oriented approach focuses on assessing our client's need, researching the grant and economic development opportunities and aggressively securing funding.

We have secured over $135 million since 2000. Plus we just got up to an $18 million zero interest loan for a client which is equal to over a $3 million grant for a water line! That isn't included in our numbers.

We won 11/14 CFA last year alone and have secured over 100 CDBG grants including housing, homeownership, micro enterprise, strategic planning, water, wastewater, flood mitigation, sidewalk; and public facilities.

NYS funding and implementation is our specialty.

Benjamin H. Syden - A.I.C.P.

Vice President

(518) 458-7112 x126

1964 - 2014 50 YEARS OF EXCELLENCE

Laberge Group

4 Computer Drive West

Albany, New York 12205

LabergeGroup.com

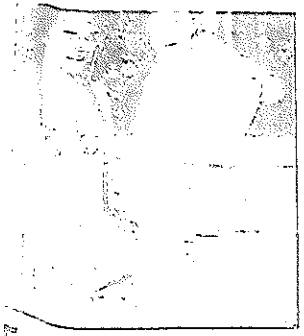
Laberge ENGINEERING ARCHITECTURE Group SURVEYING PLANNING

Exhibit "J"

PORT CHESTER
Westmore

Vol. 51 No. 40 • An edition of Westmore News
Friday, October 2 - Thursday, October 8, 2015

0378 ----------CR LOT 0007D--C013
PORT CHESTER VILLAGE 000021 000012
ATTN: MAYOR DENNIS PILLA
222 GRACE CHURCH ST
PORT CHESTER NY 105735168



Fall Fling fun

Indian summer serves as backdrop for outdoor fun

For more photos, page 24

Supporters show up

Twice as many people spoke in favor of Port Chester schools' proposed building project

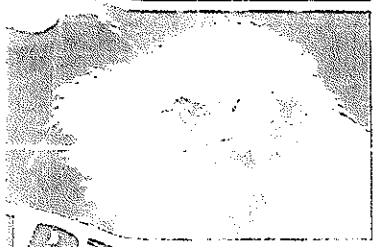
For the story, page 12



Double trouble

Port Chester soccer Rams beat Eastchester, Harrison

For the story, page 14



IRT10573

Trustee Terenzi accuses mayor of village ethics code violations

By Jananne Abel

A Port Chester trustee has strongly suggested that the mayor has violated the village ethics code, to the extent that he has sent an email to the chairman of the Board of Ethics asking him and his board to weigh in on the matter.

Trustee Sam Terenzi has asked Chairman Alex Payan and his board to consider whether it was a conflict of interest for Mayor Dennis Pilla to advocate for the Albany-based Laberge Group to be awarded the contract for grant writing services at the village board's Sept. 8 and Sept. 21 meetings. Village Manager Chris Steers had recommended that Millennium Strategies LLC out of Caldwell, N.J. be awarded the contract.

Steers wrote in a Sept. 21 memo to the board that the village received multiple bids in response to its request for proposals and interviewed these two top candidates, with staff recommending Millennium.

Pilla, however, said the village only received responses from two firms in New York when there are dozens of firms that do grant writing in the state.

Terenzi sent a memo to Payan on Sept. 25 laying out the facts as he sees them and referring to a previous phone conversation in which he asked Payan to watch the pertinent village board meetings.

Pilla advocated for Laberge at the Sept. 8 meeting because they have experience in New York while Millennium has only limited experience in the state. The vote was put off until the Sept. 21 meeting to give staff more time to research the two firms.

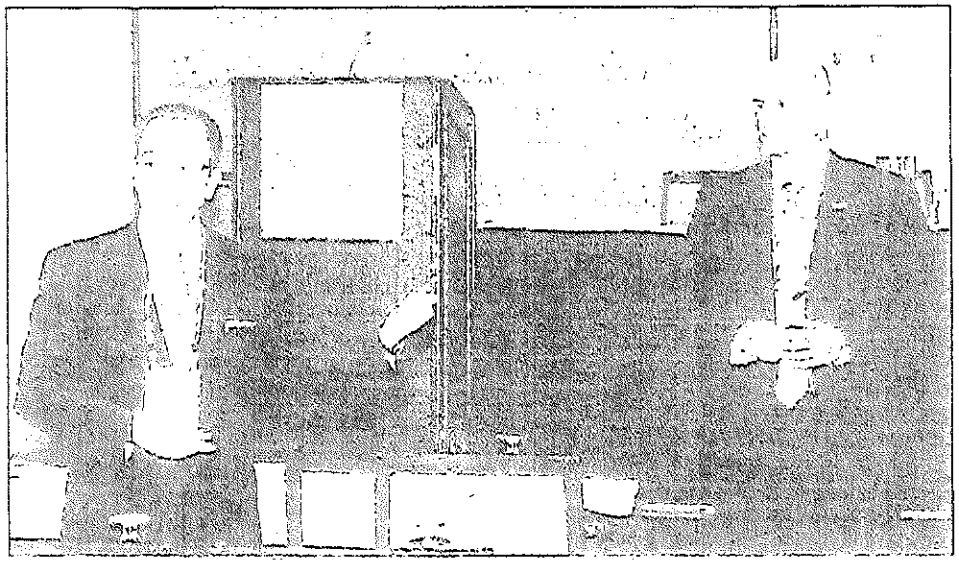


Photo from the Laberge Group website showing Dennis Pilla (left) making a presentation on shared services with Ben Syden, vice president of Laberge, at the Feb. 9, 2015 New York Conference of Mayors Winter Legislative Meeting.

In the meantime, Terenzi sent an email to Pilla on Sept. 16 saying "you need to explain to the rest of the BOT what your relationship is with the Laberge Group. If my memory serves me, I believe that they dropped the ball on the Comp Plan. Steers was recommending Millennium for the grant writing RFP. You seemed very vocal that Laberge was more qualified. I believe you should have disclosed your relationship and at best recuse yourself from the process."

"If you think I'm out of line, maybe you should bring your case to the ethics board and clear the air," Terenzi concluded.

At the Sept. 21 meeting, former Port Chester

Please turn to page 13

Trustee Terenzi accuses mayor of village ethics code violations

Continued from page 1

Trustee Joe Rende got up during public comments and said he was Googling Laberge Group and spotted a picture of Pilla on their website making a presentation with them on government efficiency at the 2015 New York Conference of Mayors Winter Legislative Meeting in February.

The Laberge website says "Laberge Group, in partnership with DP Strategic Advisory Services [Pilla's consulting company], recently presented 'Moving the Barometer: Overcoming Barriers to Shared Services in Local Government' at the winter NYCOM meeting in Albany.

In his email to Payan, Terenzi sites sections of the village's Code of Ethics, one being "Conflicts of Interest," another saying "Any officer or employee of the Village of Port Chester, whether paid or unpaid, who has knowledge of any matter being considered by any board, agency, officer or employee of said village in which he has any direct or indirect financial or other private interest, shall be required to disclose, in writing, his interest to such board, agency or employee and the nature and extent thereof."

The third section states: "Public officials...must avoid any action which will result in or create the appearance of using public office for private gain and/or the giving of preferential treatment to any person."

Searching for answers

Terenzi requested that the Ethics Board ask Pilla a list of questions about his relationship with the Laberge Group.

The Westmore News set out to get those questions answered and, after several phone calls and emails, tracked Pilla down Tuesday night.

When asked why he didn't recuse himself from the discussion and vote about hiring Laberge for grant writing services, Pilla responded: "The big issue that was going on there and is going on here at the moment is that we are spending taxpayer dollars and I'm questioning the specifications for the grants and questioning why we have to put out these RFPs multiple times."

"I didn't recuse myself because I didn't have to," he added. "I have never had a formal relationship with the Laberge Group. We did have discussions about working together on a project before I became a [mayoral] candidate, the end of last year or the beginning of this year. It was interesting to consider, but I said no."

"It's not about why aren't you hiring Laberge, it is about why are you hiring a firm that's never won a grant in New York State and why are we sending out an RFP that doesn't have New York experience as a requirement and why are we getting only two responses in New York when there are dozens and dozens of firms?"

Pilla had other problems with the RFP requirements as well.

"I have been mayor for six years and have won a lot of grants," he said. "I'm not carrying water for the Laberge Group. Why are we going to give $32,000 to a firm that doesn't have training wheels?"

Pilla admitted that he should have disclosed his dealings with Laberge but said "this whole Laberge thing has been a diversion [from the fact] that the process is broken."

"I'm the mayor and it is my responsibility to make sure the taxpayers' money is spent smartly," said the mayor. He added that the village spent 45% more for the dog park than it should have because of the way the RFP was written.

Pilla should have disclosed and will rectify the oversight

"I should have disclosed that they did talk to me about an interest in working together on a project," he said, "but I declined and nothing formal was consummated and there is therefore no reason to recuse myself. I wasn't trying to skirt the issue the other night, but I didn't want it to become a distraction."

He will, however, rectify that oversight at the next public meeting on Monday, Oct. 5.

"I intend at the first moment after we open the next meeting to clarify the record," he said.

Pilla reiterated that he has no financial arrangement with Laberge, but he has great respect for the firm.

With the help of Laberge when the firm was working on the village's master plan, "I put a downtown revitalization strategy together and we got a half a million dollar grant awarded that we never collected on because of the [affordable housing] lawsuit [against the county]," Pilla said. In addition, the village got a $500,000 grant to do the facades downtown and $100,000 from the Dormitory Authority for the train bridge project and lighting under the train bridges.

As far as the meeting referred to on the Laberge website, the mayor said: "Ben Syden [vice president of Laberge] called me up around yearend and asked me if I wanted to participate in a talk at NYCOM, not for money, not to pitch business, but he was asked to pitch on shared services and Port Chester has a lot of shared services and I know a lot about it."

In addition, he did go to a meeting in Greenburgh when he was considering working on a project with Laberge.

Pilla did not have a business relationship with Laberge prior to the village awarding them the comprehensive plan contract, one of Terenzi's other questions.

"I met them in Albany at a NYCOM conference and told them we were bidding, so they took interest to look at our website and we interviewed them with three others. I had no relationship with them before then. I worked closely with them when they were in Port Chester."

The village has Community Development Block Grant applications due in October, so it was important to get the grant writers in place as soon as possible. "When Sam asked why don't you go to the ethics board," said Pilla, there was no time because "we have exigent circumstances because grants are very important to Port Chester."

"This is political drama and a distraction to the bigger issue," the mayor concluded.

He would have liked to see the consultant advise the village on the best things to write grants for rather than leaving it up to the village. "That's the kind of guidance I'm looking to get from a grant writing consultant, someone to help us with the strategy," Pilla said. "Again Laberge wrote our master plan and has great insight into what our needs are and knows New York grants."

In the end the vote to award a grant writing contract to Millennium Strategies was 5-2 with Trustee Dan Brakewood siding with the mayor in opposition.

Ethics Board actions uncertain

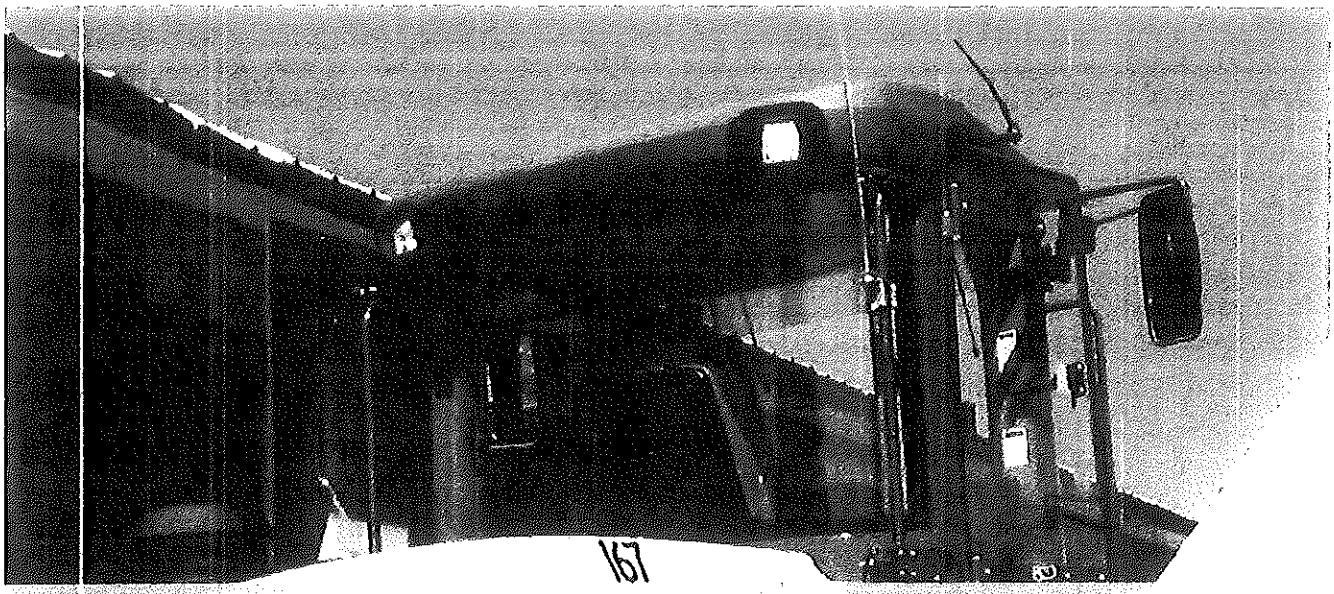
An email sent to Payan asking if the Ethics Board planned to take up Terenzi's referral about Pilla at one of their future meetings resulted in the following automatic reply: "I will be out of the office on Thursday, Sept. 24 until Thursday, Oct. 1. I will reply to all messages after I have returned to the office."

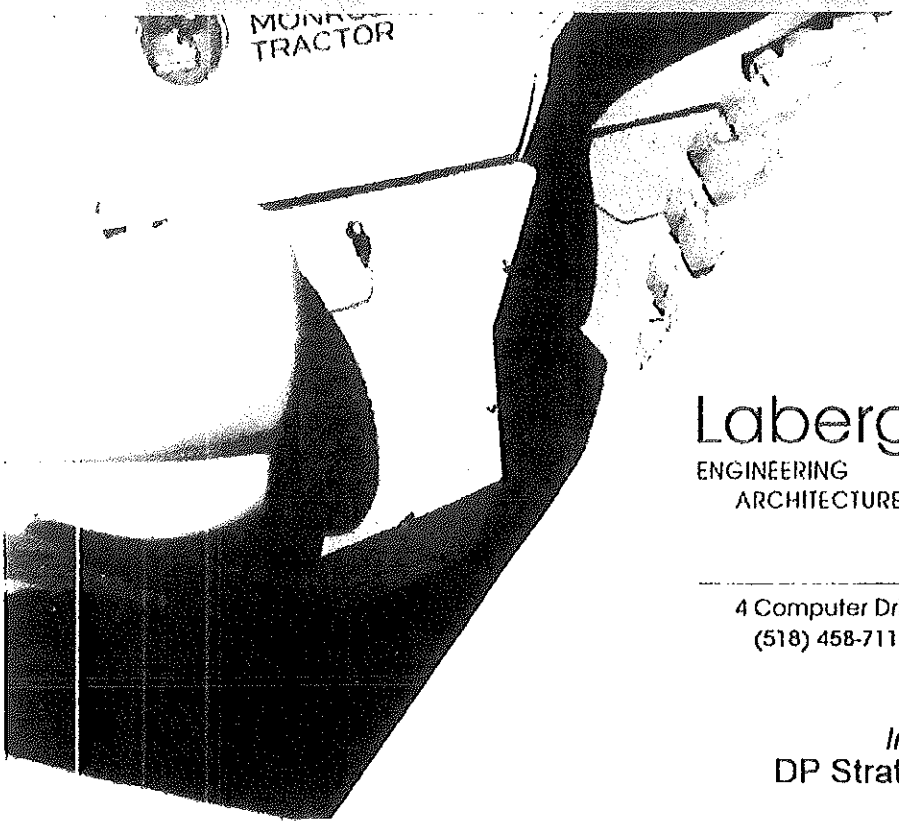
A phone call to Payan also went unanswered.

Terenzi said in his email to Payan that he was disappointed that none of his fellow village board members had shown any concern about what he believed to be an obvious appearance of conflict of interest.

"I will also be sending my concerns to the Public Integrity Division of the Westchester County DA's office," he wrote. "They have a lot more power to investigate my allegations. If Mayor Pilla has done nothing wrong, I'm sure he would embrace a full investigation to clear up any misinformation that he thinks is out there that would hurt his reputation."

Exhibit "K"





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March 2, 2015

Mr. Paul J. Feiner, Supervisor
Town of Greenburgh
Attention: Joan M Dudek
177 Hillside Avenue
Greenburgh, NY 10607

Re: **Supplemental Professional Service Proposal**
Review of Departments of Public Works
Town of Greenburgh, New York

Dear Supervisor Feiner:

We are honored to have been selected as a finalist to assist the Town of Greenburgh in preparing a comprehensive review of the Town's Department of Public Works, and are thankful for the opportunity to participate in the tour and discussion last week. Our team came away from the meeting very impressed with your operations and the commitment, knowledge and expertise of your staff.

As discussed with Commissioner Victor Carosi, P.E and Deputy Commissioner Richard Fon, the steps that have already been taken to modernize the town garage in terms of lighting, vertical loft stacking, and radiant heat coupled with the exceptional service of the Equipment Repair Bureau, the sign shop, the radio staff and the rest of the department have already reaped deep financial benefits to the Town of Greenburgh. We are very excited to work with your team to ***review, refine, reorganize and redeploy*** your assets in a manner that may increase your efficiency and/or lower your costs of services. Through discussions on the tour we were immediately able to identify a few opportunities to explore with department management for future increased revenue and operational efficiencies.

Laberge Group's Strategic Assessment Team has analyzed over fifty (50) municipal Highway/DPW departments all over New York State, including the Village of Dobbs Ferry ad the Village of Hastings-on-Hudson. From purchasing and staff management improvements to facility modernization and inter-governmental shared services, our team has identified areas of service enhancements and/or efficiencies that has the potential to result in millions of dollars of cost savings. As discussed during the tour, our assessment and recommendations may include service efficiencies that may allow enhanced utilization of staff in order to increase the concierge level of service that the town residents have come to know and appreciate, as well as identify services that can be provided to others for a fee resulting in opportunities for increased revenue to the department.

Project Staffing:

After discussing the project more in depth with Alvin Fenichel, Mr. Corsi and Mr. Fon we have reassessed our own internal staffing approach to your engagement. As a result, we are assigning Ronald J. Laberege PE, Executive Vice President and Chief Engineer as the Principal in Charge of this Project, and assigning Ben Syden, AICP Vice-President as the Project Manager to lead the Strategic Assessment Team. We believe that as industry leaders statewide their expertise is vital to the success of this engagement, and we are pleased to offer their assistance without a change to our fee for services. In addition, we have reallocated hours to increase engineering review as an integral part of the assessment. Laberge Group is committed to the Town of Greenburgh and believes that having a joint engineering and government efficiency approach to the analysis will yield the best results for the project.

This engagement will be staffed out of our Albany, New York office with local benchmarking, inventory and operational assistance provided by Mr. Dennis Pilla, Principal of Principal of DP Strategic Advisory Services. Our Strategic Assessment Team will be scheduling meetings on-site for interviews, tours, committee meetings, public meetings and to provide updates to the Town Board.

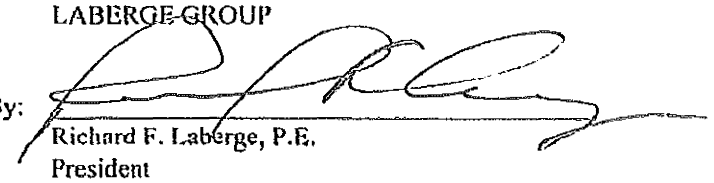
Our Strategic Assessment Team Approach:

The purpose of the *Comprehensive Review of Department of Public Works* will be to evaluate the current practices and to determine if there is a more cost effective or efficient approach with the provision of public works services currently delivered by the Town. The study will focus on the cost, quality, and efficiency of municipally provided services within each of the DPW divisions. Prior to the kick-off meeting the Laberge Group Strategic Assessment Team will begin the process of completing primary data collection for the DPW Overview Review. Our team will schedule on-site visits to the Town to interview of department heads, key operations staff and stakeholders; tour operational sites; review budgets, personnel and other operating records; identify existing cooperative arrangements (formal and informal); collect electronic and paper copies of key documents like union contracts, fixed asset inventory lists, audited financial statements and budgets. This hands-on approach will enable our team to develop a comprehensive understanding and complete a high-level review of the Town's current DPW operations.

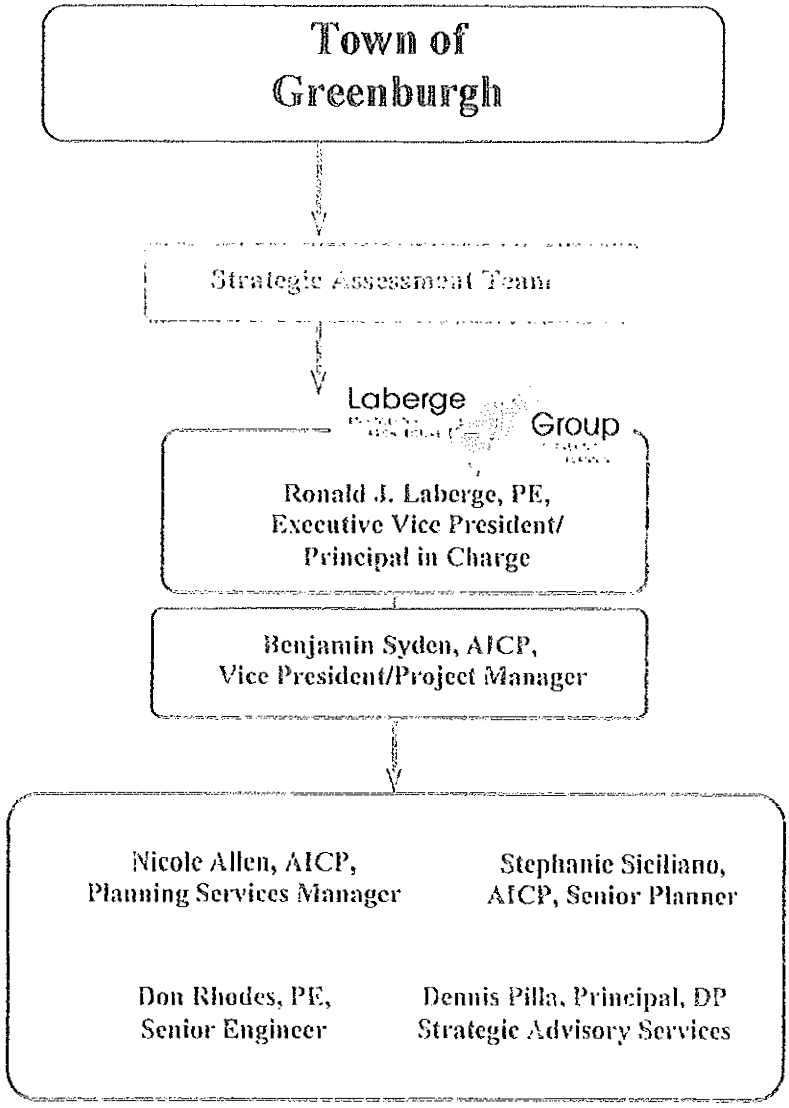
As part of this phase, Laberge Group will provide the underlying results of the review (e.g. comparisons of the Town's operations statistics with comparable other local government units). We will compare up to three communities as part of the high level benchmarking analysis. Data and information collected will be used to develop alternatives and options for enhancing efficiency and effectiveness of the Town's administration and service delivery. Although our review is comprehensive and at a high level, it will contemplate the "whole" of the municipal organization and our review will be presented on a functional basis for each division to allow the Town to evaluate our findings on a service-by service level. In addition, based on our experience in the villages of Dobbs Ferry and Hastings-on-Hudson Laberge Group will provide opportunities for inter-municipal shared services that may lead to greater efficiency and/or cost savings.

Laberge Group is among the state's most experienced local government efficiency consulting firms. Our Strategic Assessment Team blends five decades of technical engineering skills with government operations and efficiency expertise to create cost efficient and effective solutions to providing municipal services We look forward to the opportunity to assist you on this project, and are certain that this committed and experienced team is uniquely prepared for this challenging assignment.

Very truly yours,
LABERGE GROUP

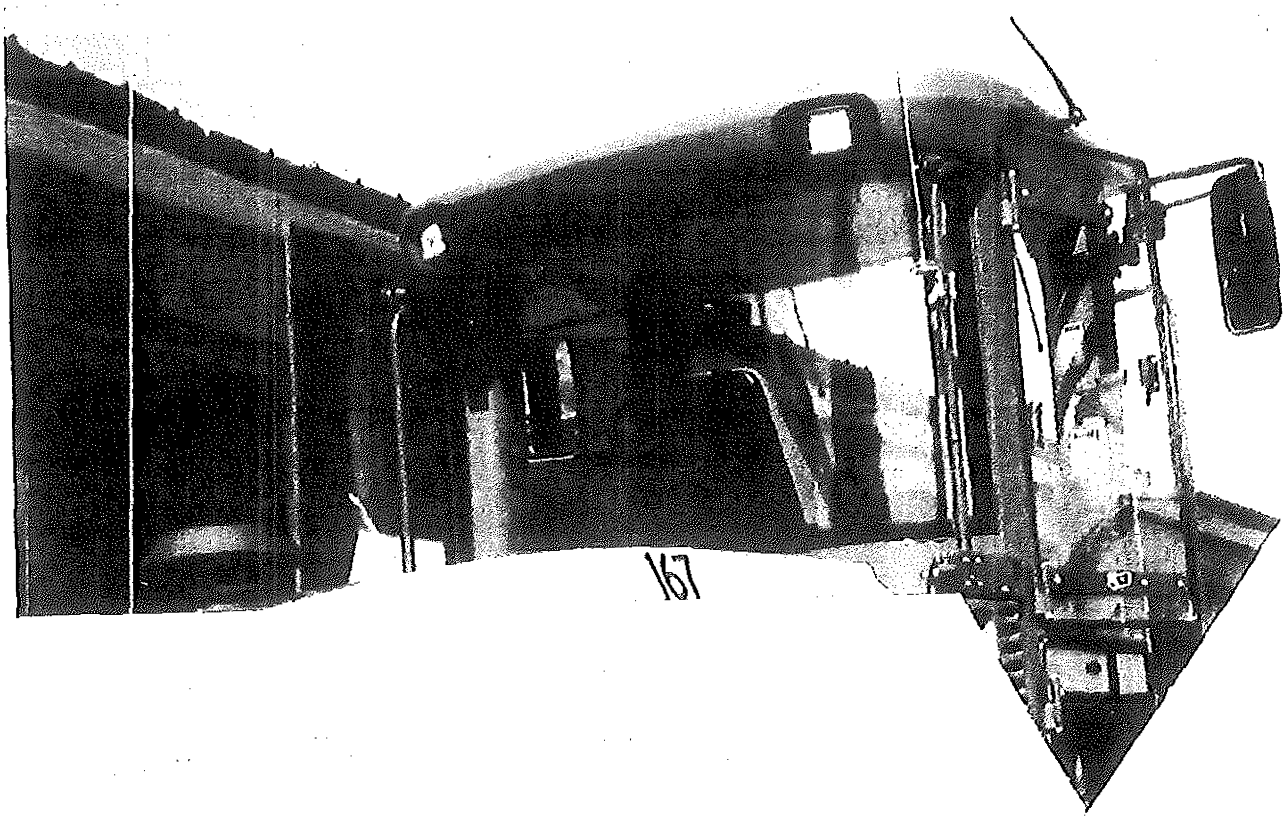
By: 
Richard F. Laberge, P.E.
President

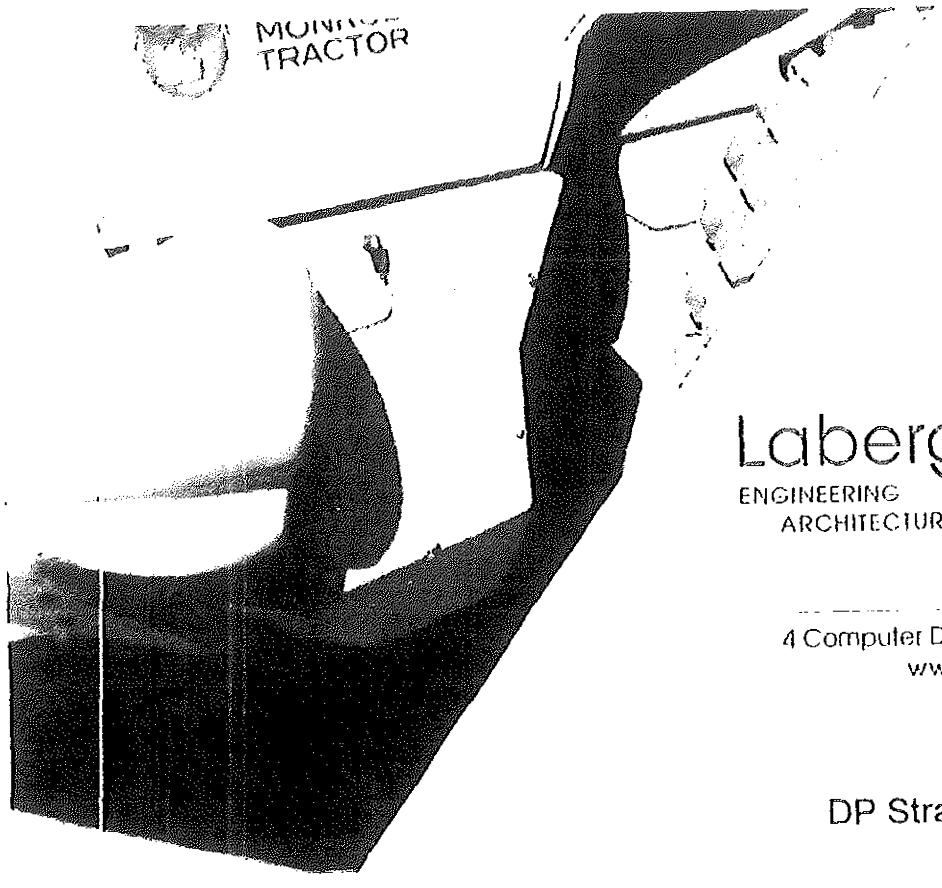
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Town of Greenburgh
Strategic Assessment Team
Laberge Group
Ronald J. Laberge, PE, Executive Vice President/ Principal in Charge
Benjamin Syden, AICP, Vice President/Project Manager
Nicole Allen, AICP, Planning Services Manager
Stephanie Siciliano, AICP, Senior Planner
Don Rhodes, PE, Senior Engineer
Dennis Pilla, Principal, DP Strategic Advisory Services

FEE BREAKDOWN

Estimated Hourly Rates	$135	$135	$135	$135	$135	$85		
DESCRIPTION	Executive Vice President/Principal in Charge Ronald J. Labrge, P.E. Labrge Group	Vice President/Project Manager Benjamin H. Syden, AICP Labrge Group	Planning Services Manager Nicole T. Allen, AICP Labrge Group	Senior Planner Stephanie L. Siciliano, AICP Labrge Group	Senior Project Engineer Don Rhodes, P.E. Labrge Group	D.P Strategic Advisors Dennis Pelli	Subtotal	Total Fee
DRAFT Overview Report (Phase I)								
Activity 1: DRAFT Overview - Organizational Setting & Administrative Review								
Subtotal by Person	14	22	26	44	20	40	166	$20,410
Activity 2: Review the business structure/practices employed in the operation of each Department, including:								
Subtotal by Person	16	32	28	36	14	40	166	$20,410
Activity 3: Review results of infrastructure (excluding the water operations), including:								
Subtotal by Person	24	16	4	4	24	12	84	$10,740
Activity 4: Assess operating control procedures, including:								
Subtotal by Person	6	16	15	15	5	16	73	$9,055
Activity 5: Final written report to be issued to and reviewed with the Town Board and the public at a public meeting. The report will include:								
Subtotal by Person	10	12	9	9	6	14	60	$7,400
Estimated Total Hours by Staff	70	98	82	108	69	122		
							Subtotal	$75,015
							Reimbursables (Phase I)	$1,085
							Total (Phase I)	$76,100





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YEARS OF EXCELLENCE

January 12, 2015

Town of Greenburgh
Office of the Town Clerk
Attention: Joan M Dudek
177 Hillside Avenue
Greenburgh, NY 10607

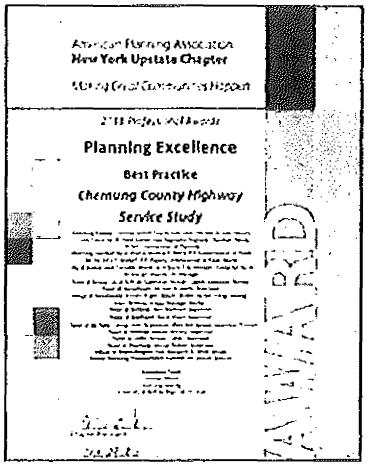
Re: **Professional Service Proposal**
Review of Departments of Public Works
Town of Greenburgh, New York

Dear Ms. Dudek:

Thank you for accepting the Laberge Group's submission for professional services to assist the Town of Greenburgh in preparing a comprehensive review of the Town's Department of Public Works and its services. As the enclosed qualifications demonstrate, the Laberge Group has a highly qualified and respected team of professionals looking forward to the opportunity to work with you in completing your study. Your needs will be met by a professional team specifically selected for their expertise, experience, and familiarity with both shared services and the needs of your community.

Laberge Group, as a multidisciplinary engineering firm, includes our own experienced planners, engineers and architects that have analyzed over fifty (50) municipal Highway/DPW departments all over New York State, including those of Westchester County. Our team also includes Dennis Pilla of DP Strategic Advisory Services and former mayor of the Village of Port Chester. Dennis Pilla is well versed in municipal operations, the six sigma (Lean Government) process improvement methods, strategic planning, business and technology operations, finance and capital planning, and disaster recovery in both the municipal and corporate sectors.

The Laberge Team Highlights: The Laberge Group is among the state's most experienced local government efficiency consulting firms and has played an instrumental role in supporting a variety of projects to create cost efficient and effective solutions to providing municipal services. As local governments search for ways to reduce overall spending while often seeking to increase service delivery, Laberge Group has led the way in providing practical cost saving alternatives to tax increases and municipal program cuts.



Laberge Group has assisted multiple communities in designing and delivering projects that reduced duplicate layers of local government and encouraged fiscal savings for municipalities and taxpayers. From inter-municipal highway garages and water systems, to joint planning efforts and shared services/consolidation plans, Laberge Group continuously works with communities to identify cost savings and services enhancement solutions.

To provide a brief overview of our most recent experience, the Laberge Group is in process of completing the Village of Dobbs Ferry / Village of Hastings-on-Hudson *DPW Consolidation Feasibility Study*; has completed the Albany County *Shared Highway Services Study* (including 19 municipal Highway and DPW departments); the *Shared Highway Services Study* for Chemung County and its municipalities (including 14 municipal Highway and

4 Computer Drive West • Albany, New York 12205 • (518) 458-7112 • Fax (518) 458-1879
www.labergegroup.com

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Nicole T. Allen, AICP 12
Stephanie L. Siciliano, AICP 13
Donald C. Rhodes, PE 14
Dennis Pilla 15

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ATTACHMENTS

One Size Does Not Fit All: Chemung County's Hybrid Approach to Shared Highway Services
Talk of the Towns, Association of the Towns of the State of NY, Jan/ Feb 2011
Prepared by: Laberge Group
Benjamin H. Syden, *AICP Director of Planning and Community Development*
Stephanie L. Siciliano, *AICP, Senior Planner*

Dennis G. Pilla

Principal

MUNICIPAL CHANGE AGENT | STRATEGIC PLANNING CONSULTANT

BUSINESS TRANSFORMATION SPECIALIST

♦ ORGANIZATIONAL EVALUATIONS & BENCHMARKING ♦ STRATEGY CONSULTING ♦

♦ UTILIZING SIX SIGMA METHODS TO STREAMLINE & TRANSFORM OPERATIONS ♦

Today more than ever, municipal governments are being challenged to reduce costs, streamline and consolidate their operations, share services, and run their organizations more like corporations.

Dennis Pilla is a deeply experienced executive who brings a unique background in municipal government strategic planning and evaluation consulting, shared services, and corporate operations and finance.

His professional history is rich in demonstrated successes:

- as Mayor of Port Chester, NY;
- from private and public sector strategic planning, process improvement, and evaluation consulting projects at Ernst & Young & The Johnsson Group; and
- at executive roles at General Electric, Citigroup, PepsiCo, and Time Warner.

Dennis is well versed in municipal operations, six sigma process improvement methods, strategic planning, business and technology operations, finance and capital planning, and disaster recovery planning in both the municipal and corporate sectors.

LEADERSHIP EXPERIENCE & ACCOLADES

MAYOR OF PORT CHESTER, NY | 2007 – 2013
THE JOHNSSON GROUP | CONSULTING VICE PRESIDENT | 2003 – 2007
CITIGROUP | VICE PRESIDENT, GLOBAL MARKETS OPERATIONS/ TECHNOLOGY | 1999 – 2001
GE CAPITAL | CHIEF INFORMATION OFFICER, CORPORATE TREASURY | 1995 – 1999
TIME WARNER | DIRECTOR, CORPORATE FINANCIAL SYSTEMS | 1994 – 1995
PEPSICO, INC | GROUP MANAGER, CORPORATE FINANCIAL SYSTEMS | 1989 – 1994
ERNST & YOUNG | MANAGER, STRATEGIC PLANNING & EVALUATION SERVICES | 1987 – 1989

- Implemented a Village Comprehensive Master Plan, updating obsolete zoning, licensing and permitting regulations; and revitalizing the commercial downtown districts.
- Improved process controls in Port Chester's Parking Collections, Building, Code Enforcement, Justice Court and Finance departments. Reduced staffing through efficiency improvements.
- Improved Port Chester's financial condition: increasing fund balance; reducing expenses, long-term debt and property taxes; and upgrading the bond-rating from Baa3 to AA3.
- Enhanced inter-municipal shared services for Fire, EMS, and Library services.
- Obtained $3+MM in state and federal funding for economic development, process automation, court enhancements, downtown revitalization and government consolidation projects.
- Implemented shared service back office operations centers at Citigroup, PepsiCo & Time Warner.
- Re-engineered trading desk front and back office processes & systems at Citigroup & GE Capital.
- Led over 30 six sigma process improvement projects at GE Capital resulting in multi-million dollar recurring savings.
- Developed and implemented strategic operations and systems plans for PepsiCo, Citigroup, Time Warner & GE Capital, and for several public and private sector clients at Ernst & Young and The Johnsson Group.
- Led and completed over 10 operations evaluation and benchmarking reviews for clients at Ernst & Young and The Johnsson Group.

914.563.9978 ✦ DennisPilla@gmail.com

Based upon our understanding of the project, we have separated our cost into two phases. Phase 1 will be completed for a lump sum fee not to exceed $72,700. Prior to initiating Phase 2, a technical scope will be provided and approved by the Town. For budgeting purposes we recommend approximately $44,000 for Phase 2. Based upon experience and the final scope of Phase 2, Laberge Group is proposing to complete the entire project for a lump sum fee for services in the amount of $117,000 inclusive of normal reimbursable expenses.

	Estimated Hourly Rates	$135	$85			
	DESCRIPTION	Laberge Group	D.P. Strategic Advisors	Subtotal	Total Hours	Total Fee
Activity 1	DPW Effectiveness, Organizational, Staffing & Administrative Review	120	60		180	$21,300
Activity 2	DPW Business Strategies/Practices Employed by each Department	120	60		180	$21,300
Activity 3	Review Status of Infrastructure (excluding the water operations)	60	20		80	$9,800
Activity 4	Assess Operating Control Procedures	50	20		70	$8,450
Activity 5	Final Written Report	40	20		60	$7,100
				Subtotal	570	$67,950
				Reimbursables Phase 1:		$4,750
				Total Phase 1:		$72,700
Activity 6	DPW Detailed Divisional Performance Evaluation (Up to 2 Divisions)	250	90		340	$41,400
				Subtotal	340	$41,400
				Reimbursables Phase 2:		$2,890
				Total Phase 2:		$44,290
	Total Project Hours Subtotal	640	270	Total Hours	910	
	Total Dollar Subtotal	$86,400	$22,950			$109,350
				Reimbursables Phase 1:		$7,650
					Total Fee	$117,000

As previously indicated, our Team offers its assurance that the project will be completed within the designated time frame presented in the RFP and that key personnel assigned to the project will be dedicated resources to the Town. We feel that we are uniquely qualified for this challenging and exciting project and we are prepared to start immediately upon award.

Exhibit "L"

Town of Greenburgh
Department of Public Works

Request for Proposal (RFP) Informational Meeting
December 4, 2014

Attendance Sign-In Sheet

Name: Dolph Rotfeld
Company: Dolph Rotfeld Engineers
Address: 200 White Plains Rd
Address: Tarrytown NY 10591
Tel: 914-631-8600
Email: dolph@drepc.com

Name: Michael Ritchie
Company: Dolph Rotfeld Engrs.
Address: 200 White Plains Rd.
Address: Tarrytown, NY 10591
Tel: 914 631 8600
Email: mritchie@drepc.com

Name: Hugh Greecham
Company: Woodard & Curran
Address: 709 Westchester Ave
Address: White Plains NY
Tel: 448-7766
Email: HGreecham@woodardcurran.com

Name: CARL STONE
Company: WESTON & SAMPSON
Address: 301 MANCHESTER Rd. SUITE 201A
Address: POUGHKEEPSIE NY
Tel: 845-454-3344
Email: stonec@wseinc.com

Name: Dennis Pilla
Company: Laberge Group
Address: 4 Computer Drive West
Address: Albany, NY 12205
Tel: 518-458-7112
Email: DennisPilla@GMAIL.COM

Name: Anthony C. Catalano
Company: Woodard & Curran
Address: 709 Westchester Ave
Address: White Plains
Tel: (914) 960 2836
Email: acatalano@woodardcurran.com

Exhibit "M"

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

(914) 939-2200
Fax: (914) 937-3169

February 25, 2016

Laberge Group
4 Computer Drive West
Albany, New York 12205
Attn: Richard F. Laberge, P.E.

Re: Village of Port Chester Investigation

Dear Laberge Group and/or Mr. Laberge:

Enclosed please find a subpoena commanding your attendance at an interview which is to be conducted by Brian P. Murphy, Esq., Special Counsel to the Board of Trustees of the Village of Port Chester (the Board). A copy of the Board resolution authorizing Mr. Murphy to conduct this investigation is enclosed with this letter. Prior to issuing this subpoena, the Board was advised that to date, you and/or your office failed to respond to Mr. Murphy's attempts to contact you via telephone messages, certified mail, and fax.

Your interview is to be held on March 11, 2016 at 9:30 a.m. in Village Hall, Room 150. The subpoena also requires you to produce certified copies of certain business records on that date and time.

Should you have any questions, Mr. Murphy can be contacted at The Matera Law Firm, 560 Broadhollow Road, Suite 303, Melville, NY 11747, (516) 741-6700.

Thank you for your anticipated cooperation.

Very truly yours,

THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER

Gregory K. Adams
Deputy Mayor
Board of Trustees of the Village of Port Chester

GKA:mtv
Enclosure

Board of Trustees of the Village of Port Chester
County of Westchester

IN THE MATTER OF CERTAIN
CORRESPONDENCE BETWEEN THE
VILLAGE MANAGER AND THE MAYOR

SUBPOENA AD *TESTIFICANDUM* and *DUCES TECUM*

TO: Laberge Group
4 Computer Drive West
Albany, New York 12205
Attn: Richard F. Laberge, P.E.

Greetings:

WE COMMAND YOU, pursuant to Chapter 77-7D of the Code of the Village of Port Chester, that all business and excuses being laid aside, you personally appear and attend before Brian P. Murphy, Esq., Special Counsel to the Board of Trustees of the Village of Port Chester at **Village Hall, 222 Grace Church Street, Port Chester, NY 10573** on the **11th day of March, 2016 at 9:30 am** and at any recess or adjourn date, to be questioned regarding an investigation of the above-captioned matter and that you bring with you, and produce the following certified business records:

- Any and all W-2s and/or 1099s issued to Dennis G. Pilla and/or DP Strategic Advisory Services between January 1, 2013 and the present;
- Any and all employment contracts and/or independent contractor contracts between Laberge Group and Dennis G. Pilla and/or DP Strategic Advisory Services executed between January 1, 2013 and the present;
- Any and all responses to Requests for Proposals (RFPs) submitted to public and/or private sector clients by Laberge Group between January 1, 2013 and the present which include and/or make reference to Dennis G. Pilla and/or DP Strategic Advisory Services;
- Any and all written or recorded handouts, materials, or PowerPoint presentations related to all speaking engagements presented by the Laberge Group in conjunction with Dennis G. Pilla and/or DP Strategic Advisory Services between January 1, 2013 and the present; and
- Any and all written and/or electronic communication (i.e., email) between Laberge Group principals, officers, and/or employees and Dennis G. Pilla and/or DP Strategic Advisory Services between January 1, 2013 and the present.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

Dated: Port Chester, New York
February 25, 2016

THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER

Gregory K. Adams
Deputy Mayor
Board of Trustees of the Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
(914) 939-2200

Sworn before me on this the 25th day of February, 2016

Carol Plant

Notary Public

CAROL PLANT
Notary Public State of N.Y.
No. 01PL6197486
Qualified in Westchester County
Commission Expires Dec. 1, 20 16

CERTIFICATION OF RECORDS

STATE OF NEW YORK)

SS:

COUNTY OF WESTCHESTER)

I, David Thomas, the undersigned Village Clerk of the Village of Port Chester, New York, DO HEREBY CERTIFY.

That I have compared the annexed copy of a resolution adopted by the Board of Trustees of the Village of Port Chester, New York on November 2, 2015, and that the same is a true and correct copy therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Port Chester, New York this 24th day of February, 2016.

(Seal)

Village Clerk
Village of Port Chester, New York

RESOLUTION TO RETAIN SPECIAL COUNSEL REGARDING CORRESPONDENCE BETWEEN THE VILLAGE MANAGER AND THE MAYOR

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

WHEREAS, the Village Manager has directed correspondence dated October 5, 2015 to the Mayor, and provided copies to the Board of Trustees and Village Attorney; 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 who has a labor law background and experience in workplace investigations; and

WHEREAS, the Village Attorney has solicited qualified candidates for the position prior to presentment of his recommendation. Now, therefore, be it

RESOLVED, that the Village Attorney is hereby directed and authorized to retain Brian Murphy, Esq. 560 Broadhollow Road, Suite 303, Melville, New York 11747 pursuant to his proposal dated October 30, 2015 to investigate the correspondence between the Village Manager and the Mayor, 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 within 45 days of retainer, prepare a report to the Board with a recommended course of action.

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney

1/2/2015

086

ROLL CALL

AYES: Trustee Terenzi, Kenner, Brakewood, Ceccarelli, Adams and Mayor Pilla
NOES: None
ABSENT: Trustee Marino

DATE: November 2, 2015

Exhibit "N"

VILLAGE OF PORT CHESTER
COUNTY O\F WESTCHESTER
STATE OF NEW YORK

In the Matter of Certain Correspondence between the Village Manager and The Mayor of the Village of Port Chester

---

AFFIDAVIT IN RESPONSE TO SUBPOENA
DUCES TECUM

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

I, the undersigned, Richard F. Laberge, being duly sworn depose and say:

1. That I am the President of Laberge Group with offices at 4 Computer Drive, Albany, New York 12205 in the County of Albany and State of New York.

2. I am in receipt of a Subpoena *Ad Testificandum* and *Duces Tecum* in the above matter which was dated February 25, 2016 and signed by the Deputy Mayor, Gregory K. Adams.

3. I am attaching hereto documents which are described in the five bullet points set forth in the above mentioned subpoena and which have been retrieved from the files and records of the Laberge Group to include the electronic records of e-mail communications which I understand meet the description of the subpoena. These documents in each case are during the period set forth in the subpoena and in each case relate to the Laberge Group as a party to the subpoenaed document.

4. As to the first bullet point in the unnumbered paragraph of the subpoena which requests W-2s and/or 1099s issued to Dennis G., Pilla, and/or DP Strategic Advisory Services, I have caused the records and files of the LaBerge Group to be searched for any such documents and there are none, which is consistent with my personal knowledge as well.

5. As to the second bullet point in the unnumbered paragraph of the subpoena which requests any employment contracts and/or independent contractor contracts with Dennis G. Pilla and/or DP Strategic Advisory Services, there are no such documents in the records or files of the Laberge Group and none exist to my knowledge.

6. As to the third bullet point in the unnumbered paragraph of the subpoena which requests any responses by Laberge Group to Requests for Proposals (RFPs) submitted to public or private sector clients which include and/or make reference to Dennis G. Pilla and/or DP Strategic Advisory Services, I am attaching the following:

a) Town of Greenburgh, Review of Department of Public Works, Proposal for Professional Services dated January 12, 2015, which consists of a 16 page proposal. This proposal also included a 4-page article written for the Association of Towns published in Jan/Feb, 2011 titled: One Size Does Not Fit All. Also included is an eleven page summary of power point images supporting an oral presentation of the Town of Greenburgh proposal.

b) An article written for and published by the New York Conference of

Mayors entitled Moving the Barometer – Overcoming Barriers to Shared Services in Local Government published on February 9, 2015. The documents provided here include a 13-page summary of power point images prepared for an oral presentation to a Conference of Mayors seminar as well as the published article as entitled above and included here in two different formats.

7. As to the fourth bullet point in the unnumbered paragraph of the subpoena which requests any written or recorded handouts, materials, or PowerPoint presentations related to all speaking engagements presented by the Laberge Group in conjunction with Dennis G. Pilla and/or DP Strategic Advisory Services, I have included and attached all such materials and documents which are described in the previous paragraph numbered 6 herein as meeting the documents and materials requested in your fourth bullet point. There are no other documents in the possession or records of LaBerge Group which meet your description of materials or documents described in bullet point 4, and I know of no other such materials or documents.

8. As to the fifth bullet point in the unnumbered paragraph of the subpoena which requests all written and/or electronic communication (i.e. e-mail) between Laberge Group principals, officers, and/or employees and Dennis G. Pilla and/or DP Strategic Advisory Services, I provided a copy of the subpoena bullet point description for these described written or e-mail communications to Laberge Group employees who had any reason to make, create or save any such described written or electronic communications

with Dennis Pilla or DP Strategic Advisory Services and I was provided the attached 91 pages of mostly e-mail communications with some apparent attachments to such e-mails also provided herein. That is, I did my best to provide a complete search of our written records and electronic e-mail sources to comply with the subpoena herein and I have no reason to believe that there are any records in the Laberge files that meet the description of the requested documents in the subpoena, that have not been turned over in the materials which are attached hereto.

9. I am submitting this affidavit as my certification of the records requested in the subpoena *duces tecum* and to the best of my knowledge such documents are a complete and accurate set of records maintained by Leberge Group in the course of their business and it is their business to keep such records and such records are all such records as meet the documents requested in the subpoena.

10. By complying with the subpoena to the extent described herein, I am not waiving any other rights that I have to contest the subpoena *ad testificandum* for all of the reasons that are set forth in CPLR section 2304 or as may otherwise be provided in law, to include the authority of the Village of Port Chester to have issued the said subpoena.

RICHARD F. LABERGE, P.E.

Sworn to before me this 10th
day of March, 2016

CAROL J. BUROMETTO
Notary Public, State of New York
Registration #01BU6051831
Qualified in Albany County
Commission Expires Dec. 4, 2018

Exhibit "O"

Village of Port Chester, NY
Thursday, December 3, 2015

Chapter 53. Ethics, Code of

§ 53-1. Declaration of policy.

The proper operation of the village government requires that officials, officers and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; that public officials, officers and employees observe in their official acts the highest standards of morality and discharge faithfully the duties of their office regardless of personal consideration; and that the public have confidence in the integrity of its government and the officers and employees thereof. In recognition of these goals, there is hereby established a Code of Ethics for all officials and officers of the Village of Port Chester as defined in its Charter, and for all employees of such village hereinafter referred to as the "village." In the event of any conflict between the provisions of this code and the provisions of Article 18 of the General Municipal Law, the latter shall control.

§ 53-2. Conflicts of interest.

No official, officer or employee 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.

§ 53-3. Representation of private interests.

No official, officer or employee of the village shall represent private interests before any department, board, office or agency of the village nor represent private interests in any section or proceeding against the interests of the village or in any litigation to which the village is a party.

§ 53-4. Disclosure of interest.

A. Any official, officer or employee of the Village of Port Chester, whether paid or unpaid, who has a direct or indirect financial or other private interest in any matter being considered by the Village Board of the Village of Port Chester, or by any other official or agency, officer or employee of said village, and who participates in discussions before or gives opinions to such Board, agency or individuals, shall publicly disclose on the official record and nature and extent of such interest.

B. Any officer or employee of the Village of Port Chester, whether paid or unpaid, who has knowledge of any matter being considered by any board, agency, officer or employee of said village in which he has any direct or indirect financial or other private interest, shall be required to disclose, in writing, his interest to such board, agency, officer or employee and the nature and extent thereof.

C. A copy of every disclosure required under Subsection **A** and **B** above, including a copy of any

transcript of such disc .re, shall be promptly transmitted by the l d, agency, officer or employee receiving such disclosure, to the Village Clerk, who shall file and maintain same as a public record.

§ 53-5. Gifts and favors.

No official, officer or employee shall accept any gift or gratuity, whether in the form of service, loan, thing or promise or any other form, from any person, firm or corporation which to his knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the village and over which business dealings he has power to take or influence official action.

§ 53-7. Interests in conflict with official duties.

[Amended 2-1-1989 by L.L. No. 1-1989[1]]

A. Any official, officer or employee of the village shall abstain from making personal investments in enterprises which he has reason to believe may be directly affected in decisions to be made by him or which will otherwise create conflict between his public duty and his private interest and shall refrain from passing upon any questions in which he or any member of his immediate family has an interest which might reasonably be deemed to create such conflict.

B. To the extent that any member of a board or commission of the village shall own or have an interest in any property for which approval under Chapter 98 of the Village Code is required, such interest shall be made known by filing a written notice of such interest with the Village Clerk and shall thereafter take no part in the approval process except as an applicant.

C. No elected official shall vote on any proposal or action where that official has expressed an interest in property which will be affected by the adoption of the proposal or action, unless or until the official has disclosed the expression of interest in writing to the Village Clerk and has notified the owner or agent to whom the interest was expressed that it is terminated.

D. Public officials, whether full-time or part-time, must avoid any action which will result in or create the appearance of using public office for private gain and/or the giving of preferential treatment to any person.

E. Public officials, whether full-time or part-time, must avoid any action which, in fact or by reason of appearance, will adversely affect the confidence of the public in the integrity of its municipal government or the public officials involved.

F. Elected officials and appointed officers of the village shall certify to the Clerk of the village, in writing, each April, that they have read and understand the Code of Ethics of the village, as follows:
"I, the undersigned, have read the Ethics Code of the village, at least once in the prior 12 months, and understand it.

Title

Dated: April _____

[1] *Editor's Note: The preamble of this local law reads as follows: "It is the intention by the enactment of this Code of Ethics to require public officials, whether full-time or part-time, to avoid any action which will result in, or give the appearance of, impropriety."*

§ 53-8. Incompatible employment.

No official, officer or employee of the village shall accept other employment which will impair his

independence of judgment in the exercise of his official duties.

§ 53-9. Future employment.

[Amended 2-24-1993 by L.L. No. 3-1993]

A. No official, officer or employee of the village shall solicit, negotiate for or promise to accept employment by any person, firm or corporation with which he or his department, office or agency is engaged on behalf of the village in the transaction of business which is or may be affected by his official action.

B. The Mayor and members of the Board of Trustees may not be employed by and may not be considered for employment with the Village of Port Chester while holding such positions and for a one-year period after leaving such office, whether by expiration of term, registration or otherwise.

§ 53-10. Obligation to citizens.

A. No official, officer or employee of the village shall use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others to grant any special consideration, treatment or advantage to any citizens beyond that which is available to every other citizen.

B. An official, officer or employee of the village should not by his conduct give reasonable basis for the impression that any person can unduly influence him or improperly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

§ 53-11. Use of village employees or public property.

A. No official, officer or employee of the village shall direct or cause any official, officer or employee of the village to do or perform any service or work outside of public work or employment, or accept any such service or work, nor shall any officer or employee of the village offer to or perform any such service or work for such official, officer or employee. This section shall not preclude any official, officer or employee from voluntarily performing any such service or work outside of the hours during which he is assigned to perform duties for the village.

B. No official, officer or employee of the village shall request or permit the use of village-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as village policy for the use of such officer or employee in the conduct of official business.

§ 53-12. Board of Ethics.

[Amended 10-28-1987]

A. Pursuant to § 808 of the General Municipal Law, there is hereby established a Board of Ethics for the Village of Port Chester. The Board of Ethics shall be appointed by the Board of Trustees of the Village of Port Chester, which is hereby specifically designated as the body to make such appointments. The members of the Board of Ethics shall serve at the pleasure of the appointing body. The Board of Ethics shall have not less than three nor more than five members, a majority of which shall not be officers and/or employees of the village, and one of whom must be an elected or appointed municipal office or employee.

B. The Board of Ethics shall render advisory opinions to officers and employees of the Village of Port Chester pursuant to the written request of any such officer or employee. In addition, it may make recommendations with respect to the drafting and adoption of a Code of Ethics or amendments thereto upon request of the Village Board of Trustees of the Village of Port Chester.

C. The Corporation Counsel and Village Attorney are authorized to provide legal advice to the Board of Ethics upon request.

§ 53-13. Distribution of Code of Ethics.

The Village Clerk shall cause a copy of Article 18 of the General Municipal Law and this Code of Ethics to be distributed to every official, officer and employee of the village.

§ 53-14. Penalties for offenses.

Any violation of the provisions of this Code of Ethics shall constitute cause for removal from office or employment or other disciplinary action as provided by law.

§ 53-15. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AGENCY

Includes any board, commission, committee, department, branch or bureau of the Village of Port Chester, consisting of one or more persons, paid or unpaid, which forms any function of the village government.

INTEREST

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

VILLAGE

The Village of Port Chester.

§ 53-16. Civil service employees.

This Code of Ethics shall not be deemed in any way to repeal or modify any act of the legislature of the State of New York relating to the civil service rights, privileges or bonus of any employee of the village, and the provisions hereof shall not apply wherever and to the extent that the effect thereof would be to repeal or modify any such act or portion thereof.

Exhibit "P"

"Mayor threat" EZ
7 DA - related

Steers, Christopher

From: Steers, Christopher
Sent: Friday, October 26, 2012 9:36 AM
To: Cerreto, Tony
Subject: Fwd: Follow up

FYI. As usual he takes no responsibility for his actions.

Sent from my iPhone

Begin forwarded message:

> **From:** "Pilla, Dennis Mayor (Internal E-Mail)" <DPilla@PortChesterNY.com>
> **Date:** October 26, 2012 7:21:14 AM EDT
> **To:** "Steers, Christopher" <CSteers@PortChesterNY.com>
> **Subject: RE: Follow up**
>
> As I said before, I hope we can find a way to communicate that works for us both.
>
> Dennis G. Pilla, Mayor
> Village of Port Chester
> 914-939-5201 (Office)

From: Steers, Christopher
Sent: Thursday, October 25, 2012 04:29 PM
To: Pilla, Dennis Mayor (Internal E-Mail)
Subject: RE: Follow up

Mayor,

Respectfully, we discussed the majority of what we were going to go over today on the phone yesterday; and I was ready to follow up with you today and will do so below. It has taken some doing to work to get this back on track since the episode at previous IDA meeting. I committed to you that I would endeavor to do so and was indeed successful at same. In sum I was able to build consensus on a more defined process moving forward with the IDA and the proposed license agreement almost identical to your suggested approach.

Our next steps are for the ID and Waterfront to get together to discuss the general concept. It seems that all parties are as anxious as you to have a more defined plan. They are looking to do so possibly at the next IDA meeting. Staff will be reaching out to either New Rochelle or Mamaroneck to tap into their subject matter expertise and ask for them to perhaps give a brief presentation on the subject. In short we are not reinventing the wheel and should tap into these resources, maintain transparency In the process, and get an agreement executed that protects the interests of all stake holders. Further, we are going to

including the recent recommendations of the Waterfront Commission to put the resulting guideline into the LWRP so that it helps to govern the process.

I am also disappointed at my need to walk out of the meeting. As I expressed to you I was not prepared to discuss the allegations you made against me and/or my staff of being insubordinate to you. Your allegation came out of the blue and I was taken aback by it and I clearly expressed to you that I was not prepared nor willing to continue the discussion on your accusation at that time. I offered to you to continue the purpose and intent of the meeting as described above. Since you insisted on having the discussion I told you that I would be leaving the meeting, and I did. I found your tone, the allegation, and your apparent sense of impunity most disturbing and upsetting. Unfortunately, this has not been the first time you have taken an adversarial position against me and my staff, and the frequency within my short tenure as Village Manager has been unwarranted, and unprofessional. If you seek to communicate with me more effectively I suggest that you first do not lecture nor threaten me or my staff, and second remove your political fears from our discussions.

I do not expect you to understand the rigors of my position. My time is in high demand and my responsibilities are great. I will not allow anyone to distract me from the responsibility entrusted to me by the Board of Trustees. Any effort that seeks to take away my focus, interfere with or distract me from my primary duties is unacceptable and will be dealt with accordingly. Your insinuation that we are not following up with you is erroneous (I give you more of my time than to any other Trustee) and merely attempts to obfuscate what appears to be your disregard for my position and my time. I have great respect for the BOT and the position of the Mayor, and I am greatly disheartened by this bizarre turn of events, and hope that we may resume the amicable relationship we have enjoyed over the past three years.

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
CSteers@PortChesterNY.com

-----Original Message-----
From: Pilla, Dennis Mayor (Internal E-Mail)
Sent: Thursday, October 25, 2012 3:15 PM
To: Steers, Christopher
Subject: Follow up

Chris,

While I am disappointed that you walked out on our earlier discussion, especially since I am only trying to find a way for us to find an effective way of communicating, I am still hopeful that we can agree on an approach that works for us both.

When will you be ready to meet to discuss this and the IDA Waterfront project approach?

Thanks
Dennis

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

Exhibit "Q"

"And we know that in all things God works for the good of those who love him, who have been called according to his purpose."
Romans 8:28

"Whatever you do, work at it with all your heart, as working for the Lord, not for men, since you know that you will receive an inheritance from the Lord as a reward. It is the Lord Christ you are serving."
Colossians 3:23-24

Mayoral candidates pinned down on village issues

Following interviews of the two Port Chester mayoral candidates at the Westmore News offices on Friday, Feb. 27, both candidates were asked to answer "yes" or "no" to the following questions. Candidates were told if they left an answer blank, their response would be listed as "refused to answer."



Gene Ceccarelli
Republican
Conservative
Independence



Dennis Pilla
Democrat
No Municipal Center

	Gene Ceccarelli	Dennis Pilla
Are you satisfied with the latest Stanwood proposal which includes retail, medical office space, a hotel, senior housing and workforce housing?	YES	NO
Do you think Port Chester should go to an all-volunteer fire department?	REFUSED TO ANSWER	NO
Are you in favor of increasing the sewer rent fee?	YES	NO
Are you in favor of working with G&S to make the marina parking lot paid rather than fee?	YES	YES
Would you keep Chris Steers as village manager?	YES	NO
Would you support dissolving the Town of Rye and forming a coterminous town-village?	YES	YES
Are you in favor of going forward with the National Development Council to construct a municipal center at Irving Avenue and Putnam Street?	YES	NO
Are you in favor of extending the permit amnesty program again after it expires in September 2015?	YES	NO
Are you in favor of increasing the manpower for code enforcement?	YES	NO
Should the Village of Port Chester have a law addressing nepotism?	YES	YES
Would you support requiring future residential developers to set aside a portion of their projects for affordable housing?	NO	YES
Are you in favor of reducing Wednesday bulk trash collection to every other week?	NO	NO
Are you in favor of putting a limit on the number of residential units that can be built in this village going forward?	YES	YES

"But as for you, you meant evil against me; but God meant it for good..."
Genesis 50:20

"And a servant of the Lord must not quarrel but be gentle to all, able to teach, patient, in humility correcting those who are in opposition, if God perhaps will grant them repentance, so that they may know the truth, and that they may come to their senses and escape the snare of the devil, having been taken captive by him to do his will."
2 Timothy 2:24-26

MEMORANDUM

TO: THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER

FROM: BRIAN P. MURPHY, ESQ., THE MATERA LAW FIRM

SUBJECT: ADDENDUM TO SPECIAL COUNSEL INVESTIGATION: G.M.L. ARTICLE 18 – CONFLICTS OF INTEREST

DATE: APRIL 12, 2016

CC: T. CERRETO, VILLAGE ATTORNEY

After meeting with the Board on April 4, 2016 but prior to concluding my assignment I researched whether any of the conduct described in my April 4th Report violated any other state laws, specifically New York General Municipal Law Article 18 – Conflicts of Interests ("Article 18"). Kindly accept this brief report as an Addendum to my April 4, 2016 Report ("April 4th Report") to the Board of Trustees (the "Board).

I find that Mayor Pilla's relationship with Laberge Group ("Laberge"), as described in detail in my April 4th Report, does not violate the criminal provisions of Article 18 because the first (and, hypothetically, second) of four (4) elements required to prove a conflict of interest under Article 18 are not present here.

Article 18 prohibits municipal officers and employees from having an interest in a contract with the municipality for which he (or she) serves. Any municipal officer or employee who willfully or knowingly violates Article 18 is guilty of a misdemeanor. See G.M.L. § 805. Four (4) elements must exist in order for a relationship between a municipal officer and an entity to violate Article 18. Those elements are:

1. There must be a "contract"[1] with the municipality;

2. The "municipal officer"[2] must have an "interest"[3] in that contract;

3. The municipal officer, in his official capacity, must have one or more of the duties that can give rise to a prohibited interest; and

4. The situation must not fit into any of the statutory exceptions included in Article 18.

See G.M.L. § 801.

Mayor Pilla's relationship with Laberge does not violate Article 18 because during the relevant time period, Laberge never entered into a contract with the Village of Port Chester (the "Village") for grant writing or anything else. The grant-writing bid was awarded to Millennium Strategies, LLC ("Millennium"), not Laberge. Because the Village never contracted with Laberge for grant writing, the first required element of an Article 18 violation is absent and no Article 18 violation exists.

Second, *hypothetically*, even if the Board chose Laberge over Millennium and entered into a contract with Laberge for grant writing, Mayor Pilla's relationship with Laberge still would not constitute a violation of Article 18 because Mayor Pilla would not have had an "interest" in that (hypothetical) contract between the Village and Laberge. Evidence shows that Mayor Pilla would not have received a "direct or indirect pecuniary or material benefit" from such a contract nor was he an "officer, director or employee, or directly or indirectly owns or controls any stock" of Laberge, which is required to prove a violation of Article 18. See G.M.L. § 800(3)(c), (d).

Because the first as well as the second (hypothetical) required elements of an Article 18 Conflict of Interest violation are missing, Mayor Pilla's failure to disclose his prior relationship with Laberge is not a violation of Article 18 and no further analysis of the remaining two (2) elements is warranted. All factual finding and recommendations contained in my April 4th Report remain unchanged.

---

[1] Article 18 defines a "contract" as any "claim, account or demand against or agreement with a municipality, express or implied . . . ."

[2] Under Article 18, Village Mayor is deemed a "municipal officer".

[3] Article 18 defines "interest" as "a direct or indirect pecuniary or material benefit accruing to a municipal officer . . . as the result of a contract with the municipality which such officer serves."

RES-07
BOT 11-07-2016

RESOLUTION

AUTHORIZE THE MAYOR TO SEND CORRESPONDENCE TO G&S
REGARDING A PROPOSAL FOR THE MARINA PARKING LOT

WHEREAS, the Village received a proposal from G&S to convert the Marina Parking Lot into a paid parking lot and to share revenue with the Village of Port Chester; and,

WHEREAS, the Village hired a consulting traffic engineer, The RBA Group, on August 3, 2016 to evaluate the proposal and its potential impacts on parking and traffic in the Village; and

WHEREAS, the Village expects a report from its consulting traffic engineer within the coming month;

WHEREAS, the Board wishes to provide an update to G&S on the Village's review of the Marina Parking Lot proposal.

Now therefore be it,

RESOLVED, that the Board of Trustees authorize the Mayor to send correspondence to G&S updating them on the Village's review of the proposal for the Marina Parking Lot.

Approved as to Form:

_____
Anthony M. Cerreto, Village Attorney

CORR- 01
BOT 11-07-2016

Received
OCT 13 2016
Village Clerk
VILLAGE OF PORT CHESTER

THE TAMARACK TOWER FOUNDATION
OF THE PORT CHESTER/RYE UNION FREE SCHOOL DISTRICT, INC.

P.O. BOX 1718, PORT CHESTER, NEW YORK 10573
WWW.TAMARACKTOWER.ORG

PRESIDENT
DENISE QUINN

VICE PRESIDENT
KAREN CORBETTA

TREASURER
MARGOTH PILLA

RECORDING SECRETARY
NANCY BRACELIN

CORRESPONDING SECRETARY
DOROTHY SCARFONE

BOARD OF DIRECTORS
ROSEMARIE BARONE
PETER MUTINO
ANGELO RUBINO
RAYMOND SCULKY

HONORARY BOARD OF DIRECTORS
HON. JOSEPH CARVIN
DR. CHARLES COLETTI
ANDREW CASTELLANO
PAUL ELLENBOGEN
MARIE B. GENTEALE
ANTHONY B. GIOFFRE
HON. BRUNO J. GIOFFRE
CAMILLE C. LINEN
ROBERT MORABITO
ANTHONY J. NAPOLI
DOMINICK NERI
HON. DENNIS PILLA
DAVID TUTERA
HON. HOPE VESPIA
REV. GERALD WASHINGTON

October 7, 2016
Mayor Dennis Pilla and Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor Pilla:

The Tamarack Tower Foundation is a tax-exempt organization whose sole purpose is to support the students of the Port Chester School District. In the past we have made generous contributions to the schools due in part to donations and fund raisers like the Turkey Trot which attracted more than 300 participants last year.

The Tamarack Tower Foundation would like to request approval from the Board of Trustees to hold a Turkey Trot on Thursday (Thanksgiving), November 24, 2016 with registration beginning at 8:30 a.m. at the Port Chester High School. This event will start at the flag pole, on the stadium side of the high school and continue onto College Avenue to Haines Blvd. – around Haines Blvd. – then continuing in front of Park Avenue School bearing right onto Barton and then right onto Newton Avenue and ending back at the flag pole. This will be an approximate distance of 1.7 miles for walkers and runners will cover the course twice.

We are requesting that these streets be closed from 9:30 to 10:30.a.m. and if possible, obtain police supervision at each intersection. We also would like permission to have a Banner hung on Putnam Avenue opposite Lyon Park, a Banner hung across Westchester Avenue near the fire house, a Banner hung across N. Main Street and a sign placed at Messina Park to publicize the Turkey Trot.

Won't you join us on Thanksgiving morning and blow the horn to begin the race?

Thank you for your consideration of our request.

Cordially,

Rosemarie Barone

Rosemarie Barone, Event Chairperson
Tamarack Tower Foundation

CORR- 02
BOT 11-07-2016

Received
OCT 13 2016
Village Clerk
VILLAGE OF PORT CHESTER

Tracy Wolak
32 Quintard Drive
Port Chester, New York 10573
(914) 937-7629
alsatian106@verizon.net

October 12, 2016

To: Mayor Dennis Pilla
Village Board of Trustees
Sgt. Michael Martello
Subject: Marina Parking, Abendroth parking area

Dear Sirs,

I am writing in response to the proposed new building site on Abendroth Ave, opposite Feinsod's Hardware. It is my understanding that there is an approval in place to build yet another restaurant in Port Chester and that it is to be on the last remaining green space on the Waterfront. This decision puts another strain on one lane roads in and out of the area as well as the already inadequate parking for existing businesses. Should this proposed building be erected and occupied, Port Chester resident renters of marina spaces will find it even more impossible to access the boat docks. As it currently exists, I find that unless I am able to get to the docks early, I spend an hour circling the lot like a shark, fighting the non residents who visit the Village.

I respectfully request that the Board consider adopting and enforcing parking regulations similar to those currently in place in Harbor Island, Mamaroneck. The Village of Mamaroneck provides a number of parking spaces reserved for boat owners which are commensurate with the number of dock spaces in the marina. With the dock space rental in Port Chester at $900 yearly, resident boaters here would appreciate designated "Marina Parking (from April to November)" for boaters' use. As mentioned, parking in downtown is already strained beyond maximum and I believe this small effort would go a long way toward providing for residents as do other maritime communities.

Respectfully submitted,

T. Wolak

Tracy Wolak

CORR- 03
BOT 11-07-2016

From: Aaron Elliott
To: Thomas, David
Subject: Letter of Resignation PCBC Board Member
Date: Wednesday, October 26, 2016 12:14:56 PM

To whom it may concern,
I hereby resign from the Port Chester Beautification Board, due to moving away from Port Chester.
Sincerely,
Aaron Elliott
elliottas@live.com

CORR- 04
BOT 11-07-2016

Received
NOV 1 1 2016
Village Clerk
VILLAGE OF PORT CHESTER

Companies:
Reliance Chemical & Hose No. 1
Putnam Steamer & Hose No. 2

Fire Department
Village of Port Chester
WESTCHESTER COUNTY, N. Y.

Headquarters: Westchester Avenue and Poningo Street

Harry Howard Hook & Ladder No. 1
Fire Police No. 1
Mellor Hose No. 1
Washington Engine & Hose No. 4
Brooksville Hose No. 5

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

The Reliance Eng & Hose Co. No. 1 respectfully reports that at a meeting held on October 7th, 2016 favorable action was taken on the following:

Elected active members Williams, Daniel of 63 Poningo St. PC 10573

Elected honorary members

Members resigned

Members expelled

Members suspended

Members died

Badges returned (numbers)

Remarks

Bryan A. Santucci
Secretary.

VILLAGE OF

PORT CHESTER

222 Grace Church Street, Port Chester, New York 1057

AGENDA MEMO

Department: Board of Trustees

BOT Meeting Date: 11/7/2016

Item Type: Resolution

Sponsor's Name: BOT Member

Description		Description	
Fiscal Impact	☐	Public Hearing Required	☐
Funding Source	N/A	Bid	N/A
Account	N/A	Strategic Plan Priority Area	N/A
Agreement	☐	Manager Priorities	N/A
Stategic Plan Related	☐		

Agenda Heading Title

ACCEPTANCE AND APPROVAL OF DANIEL WILLIAMS AS AN ACTIVE MEMBER OF RELIANCE ENGINE & HOSE CO. NO.1

Summary

ACCEPTANCE AND APPROVAL OF DANIEL WILLIAMS AS AN ACTIVE MEMBER OF RELIANCE ENGINE & HOSE CO. NO.1

Proposed Action

That the Board adopt the Resolution

Attachment

RESOLUTION

ACCEPTANCE AND APPROVAL OF DANIEL WILLIAMS AS AN ACTIVE MEMBER OF RELIANCE ENGINE & HOSE 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, at the October 7, 2016 meeting of Reliance Engine & Hose Co. No. 1 the company held an election for a new active member; and

WHEREAS, DANIEL WILLIAMS 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 DANIEL WILLIAMS to Reliance Engine & Hose Co. No. 1, as an active member of the Port Chester Fire Department, conditioned upon passing the required medical examination.

Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

CORR-05
BOT 11-07-2016

Jorge Efrain Siguenza
10 Parker Street,
Apartment 8
Port Chester, New York 10573

VILLAGE OF PORT CHESTER
NOV 01 2016
RECEIVED VC

November 2, 2016

Mayor and Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor and Trustees,

I would like to request your permission to hold a procession on Saturday, December 10, 2016. From 10:00am to 12:30pm the group will gather on Seymour Road and process down to Holy Rosary Church to celebrate the Grupo del divino nino Jesus to attend mass at Holy Rosary. After the mass is over at 2pm, they will process back to 19 Smith Street. We are requesting for Seymour road to be closed from 10:00am – 12noon.

If you have any questions, please email me at jorge.siguenza@live.com .

Very truly yours,

Jorge Efrain Siguenza

CORR-06
BOT 11-07-2016

Eileen M. Geasor
30 Pilgrim Drive
Port Chester, NY 10573

Received
NOV - 2 2016
Village Clerk
VILLAGE OF PORT CHESTER

November 1, 2016

Honorable Dennis J. Pilla, Mayor and
Members of the Board of Trustees
222 Grace Church Street
Port Chester, NY 10573

Re: September 6, 2016 Board of Trustee's Meeting Matter
"Gerety Property - 28 and half Pilgrim Drive"

Dear Mayor Pilla and Members of the Board of Trustees:

At the September 6, 2016 Board of Trustee's meeting, the last item on the agenda was a Proposed Motion for Executive Session regarding "Gerety Property - 28 and half Pilgrim Drive" (hereinafter "28½ Pilgrim Drive"). The Board made no statement after the Executive Session and I could find no reference to this matter in subsequent Board of Trustee's agendas.

As you will see, I have significant rights to this property and there is a well-established process in place for dealing with the fact that the Gerety's stopped paying taxes on the property in 2014.[1]

As a property owner with a significant interest in 28½ Pilgrim Drive, I would like to know why the Board of Trustees is discussing this property, the nature of the discussion and why it is being discussed in Executive Session rather than as part of the public record.

This property has a long, contentious history and I want to make you aware of the following facts:

1. On October 4, 2010, at the request of Mr. and Mrs. Gerety, the purported owners of 28½ Pilgrim Drive, the Village of Port Chester Board of Trustees[2] passed a resolution, known as the "28½ Pilgrim Drive Resolution," declining and abandoning any rights the Village had to the property.

2. Using this Resolution as a springboard, and with complete disregard for the adjoining landowners rights to the property, the Gerety's attempted to illegally build on 28½ Pilgrim Drive. Consequently in 2012, my neighbors and I commenced an action in NYS Supreme Court asserting our rights to the property.

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1 According to the Receiver of Taxes, as of October 20, 2016, the Gerety's owe $13,655.75 in back taxes.

2 The Board of Trustees in October, 2010 was comprised of the following members: Messrs. Brakewood, Branca, Didden, Kenner, Marino, Terenzi and Mayor Pilla.

3. On July 3, 2014, Honorable Joan B. Lefkowitz issued a Decision and Order declaring that the owners of 30 Pilgrim Drive and 28 Pilgrim Drive have an easement by implication over the *entire* parcel of land referred to as 28 1/2 Pilgrim Drive.

4. On September 22, 2014, there was a Settlement Conference before Judge Lefkowitz to discuss the status of 28 1/2 Pilgrim Drive. At that conference, Rye Town Attorney, Paul Noto, told Judge Lefkowitz that William Gerety "showed up at the Assessor's office a couple of weeks ago after your decision came out and essentially told the Assessor, well look here's the decision, I don't care, it's worthless, I'm not paying taxes any more and she [the Assessor] didn't have a response to that."[3]

5. Mr. Noto, went on to tell Judge Lefkowitz that the Town cannot unilaterally take the property off the assessment role without compensating Mr. and Mrs. Gerety, which the Town was not prepared to do. Consequently if the Gerety's do not pay the taxes on the property, the Town would let the in rem process run its course and the Town would take it in rem after four years. Since there is an easement on the property, it is not a buildable lot.[3]

Since I have easement rights over the entire property of 28 1/2 Pilgrim Drive and there is a procedure in place for dealing with non-payment of taxes, I would like to know why this matter has come before the Board of Trustees and the status of this matter.

Respectfully,

Eileen M. Geasor

Eileen M. Geasor

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3 *Source*: Official Court Transcript of September 22, 2014 pages 8-9.