

## MINUTES HELD NOVEMBER 21, 2016

A Meeting of the Board of Trustees of the Village of Port Chester, New York, was held on November 21, 2016 at 6:00 p.m. in the Village Justice Courtroom of the Police Headquarters Building, 350 North Main Street, Port Chester, New York

Board Members in attendance: Trustee Ferrara has joined the meeting via videoconference from Deland, Florida

Mayor Pilla - Absent

Trustees:

Didden - Present

Ferrara – Present

Brakewood – Absent

Ceccarelli – Present

Adams – Present

Marino – Absent

Also present were Village Clerk Dave Thomas, Village Attorney Anthony Cerreto, Village Manager Christopher Steers, Village Treasurer Leonie Douglas, Planning Director Eric Zamft, Human Resources Director Ed Brancati, Police Chief Richard Conway and Fire Chief Edward Quinn,

Trustee Brakewood arrived at 6:10 PM.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE CECCARELLI, Trustee Adams was designated as the Chair for the Executive session for November 21, 2016 meeting.

### ROLL CALL

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI AND ADAMS

**NOES:** NONE

**ABSENT:** TRUSTEES MARINO, AND MAYOR PILLA

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE DIDDEN, the meeting was declared open for November 21, 2016

### ROLL CALL

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI AND ADAMS

**NOES:** NONE

**ABSENT:** TRUSTEES MARINO, AND MAYOR PILLA

## **PROPOSED MOTION FOR EXECUTIVE SESSION**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE BRAKEWOOD, the Executive Session was declared open.

1. Consultation with Special Counsel on 2<sup>nd</sup> Report
2. CSEA Contract Negotiations

### **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI AND ADAMS

**NOES:** NONE

**ABSENT:** TRUSTEES MARINO, AND MAYOR PILLA

On motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI, the Executive Session was declared closed.

### **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI AND ADAMS

**NOES:** NONE

**ABSENT:** TRUSTEES MARINO, AND MAYOR PILLA

Mayor Pilla arrived at 7:04 PM

### **AWARDS**

Mayor Pilla presented the Mayor's Leadership Award to John Zicca.

### **PRESENTATION**

Audit Presentation by Drescher and Malecki LLP

### **PUBLIC COMMENTS**

Mr. Richard Abel commented on Resolution #6 regarding the G&S letter on parking. The Yield Sign on Willett Avenue under the railroad bridge is not very obvious. It is dangerous because people do not know who has the right of way. Also, people do not stop at the stop light on Willett; they just make the right turn without stopping.

### **RESOLUTIONS**

#### **RESOLUTION**

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

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE CECCARELLI, the

following resolution was not 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 of 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:

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Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA AND CECCARELLI,

**NOES:** TRUSTEES BRAKEWOOD, AND ADAMS

**ABSENT:** TRUSTEE MARINO

**RECUSED:** MAYOR PILLA

**DATE:** NOVEMBER 21, 2016

## **DISCUSSION**

1. Establishing a Citizen's Advisory Committee for the Village's Sesquicentennial in 2018

### **ADD-ON RESOLUTION**

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

## **ROLL CALL**

**AYES:** Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

**NOES:** None

**ABSENT:** Trustee Marino

**DATE:** November 21, 2016

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE BRAKEWOOD, this Resolution was adopted by the Board of Trustees of the Village of Port Chester, NY

Resolved, that the Board of Trustees hereby establishes a Citizen's Advisory Committee for the Village's Sesquicentennial in 2018 consisting of ten (10) members to be initially comprised of Mary

Strauch, Joan DiBuono and Denise Quinn.

**ROLL CALL**

**AYES:** Trustees Didden, Ferrara, Brakewood, Ceccarelli, Adams and Mayor Pilla

**NOES:** None

**ABSENT:** Trustee Marino

**DATE:** November 21, 2016

2. Bulkhead Design Project Update
3. Police/Court Facility Update
4. Parking Study and Short Term Improvements
5. Prior Open permit fees
6. Update on FOIL Request# 2016-034

**RESOLUTIONS**

RESOLUTION  
ACKNOWLEDGING THAT AN EXAMINATION OF THE JUSTICE COURT  
RECORDS AND DOCKETS WAS CONDUCTED  
FOR FISCAL YEAR 2015--2016

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

WHEREAS, Uniform Justice Court Act, Section 2019-a sets out, in pertinent part, the following:

“It shall be the duty of every justice, at least once a year and upon the last audit day of such village or town, to present his records and dockets to the auditing board of said village or town; which board shall examine said records and docket or cause same to be examined and a report submitted to the board by a certified public accountant or public accountant and enter into the minutes of its proceedings the fact that such records and docket have been duly examined and that the fines therein collected have been turned over to the proper officials of the village or town as required by law. Any such justice who shall willfully fail to make and enter in such records and docket forthwith, the entries by this section required to be made or to exhibit such records and docket when reasonably required, or present his records or docket to the auditing board as herein required, shall be guilty of a misdemeanor and shall, upon conviction, in addition to the punishment provided by law for a misdemeanor, forfeit his office.”

WHEREAS, the Village retained the accounting firm of Drescher Malecki LLP, Buffalo, New York, as independent auditor to conduct an audit of the Village books, including the records and docket of the Justice Court of the Village of Port Chester; and

WHEREAS, the auditors have since presented the Village with the Village’s audit its’ opinion that the financial statements present fairly in all material respects the cash balances as of May 31, 2016 and the cash receipts collected and cash disbursements paid of the Justices of the Justice Court for the 2015-2016 Fiscal Year ended May 31, 2016. Now, therefore, be it

RESOLVED, that the Village Board of Trustees acknowledges that the required audit was conducted of the records and docket of the Port Chester Justice Court for Fiscal Year 2015-

2016 and that the fines therein collected have been turned over to the Village Treasurer; and be it further

RESOLVED, that a certified copy of this resolution together with a copy of the audit for the aforesaid year be provided to the New York State Office of Court Administration.

Approved as to Form:

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

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

DATE: NOVEMBER 21, 2016

**RESOLUTION**

2016-2017 FISCAL YEAR BUDGET AMENDMENT

**AMENDED RESOLUTION**

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

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

DATE: NOVEMBER 21, 2016

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

WHEREAS, 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 June 1, 2016, Acting Justice Jose O. Castaneda's annual 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:

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Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

**RESOLUTION**

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

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEEMARINO

**DATE:** NOVEMBER 21, 2016

**EXTENDING THE SUSPENSION OF PARKING RESTRICTIONS ON KING STREET**

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

New York:

WHEREAS, the Village suspended overnight parking restrictions on King Street between Highland Street and Chestnut Street, in response to a request from Longview Owners, Inc. for the period of October 17, 2016 to November 17, 2016 to accommodate the residents during their parking lot reconstruction; and

WHEREAS, the construction on the parking lot has gone on longer than first expected, and Longview Owners Inc., have requested an extension of the suspension of overnight parking restriction to November 30, 2016 or as such later date as may be authorized by the Village Manager; and

Now, therefore, be it,

RESOLVED, that the Board of Trustees hereby extends the overnight parking restrictions on King Street between Highland Street and Chestnut Street until November 30, 2016 and ratifies such extension by and through this resolution.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

## **RESOLUTION**

ACCEPTANCE AND APPROVAL OF MAX GONZALEZ AS AN ACTIVE MEMBER OF HARRY HOOK & LADDER CO. NO. 1

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

WHEREAS, at the November 1, 2016 meeting of Harry Howard Hook & Ladder Co. No. 1 the company held an election for a new active member; and



WHEREAS, Max Gonzalez 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 Max Gonzalez to Harry Howard Hook & Ladder 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

## **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

## **RESOLUTION**

### **ACCEPTANCE AND APPROVAL OF JOSEPH TINELLI AS AN ACTIVE MEMBER OF RELIANCE ENGINE & HOSE CO. NO. 1**

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

WHEREAS, at the November 4, 2016 meeting of Reliance Engine & Hose Co. No. 1 the company held an election for a new active member; and

WHEREAS, Joseph Tinelli 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 Joseph Tinelli 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:

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Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS  
AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

**RESOLUTION**

**2016-2017 FISCAL YEAR BUDGET AMENDMENT TO INCREASE APPROPRIATION  
FOR OVERTIME IN THE POLICE DEPARTMENT**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE ADAMS, 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, \$512,500 was appropriated for overtime in the Police Department; and

WHEREAS, the Village Treasurer has advised that the overtime account has been significantly depleted; and

WHEREAS, the contributing factors for such situation include the failure to fund three police officers requested by the department, number of members out of work due to on-the job disability and sickness, an increase in number of parades and processions, protests, protection of street paving work and training; and

WHEREAS, Board action is required to make a supplemental appropriation to this budget line. Now, therefore, be it; and.

RESOLVED, that the FY 2016-2017 General Fund Budget is hereby amended as follows:

Increase:

001.3120.0101 Police-Overtime  
\$200,000

Decrease:

1.990.400 Contingency  
\$200,000

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND  
MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

## **RESOLUTION**

2016-2017 FISCAL YEAR BUDGET AMENDMENT TO INCREASE APPROPRIATION FOR  
PENSION CONTRIBUTIONS ON BEHALF OF MEMBERS OF THE POLICE DEPARTMENT

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

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

WHEREAS, \$1,769,680 was appropriated for pension contributions for members of the Police  
Department; and

WHEREAS, the Village Treasurer has advised that the New York State Retirement System  
invoiced the Village \$1,888,605 for members of the Department that is due by December 15, 2016; and

WHEREAS, Board action is required to make a supplemental appropriation to this budget line. Now, therefore, be it; and.

RESOLVED, that the FY 2016-2017 General Fund Budget is hereby amended as follows:

Increase:

1.9010.801  
New York Police and Fire Retirement  
\$118,925

Decrease:

1.990.400 Contingency  
\$118,925

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

#### **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

#### **RESOLUTION**

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER WITH REGARD TO PARTICIPATION IN THE STOP DWI PROGRAM FOR 2016-2017

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

WHEREAS, the Westchester County STOP DWI Program (“Program”) is an overtime, added patrol effort with participating municipal police departments to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving; and

WHEREAS, upon submission of documentation, the County reimburses the participating department for overtime expense not to exceed a prescribed amount; and

WHEREAS, the County has forwarded a proposed Intermunicipal Agreement (IMA) to the Village of Port Chester that would enable the Port Chester Police Department to continue its participation in the Program for the period October 1, 2015 through September 30, 2016, with reimbursement not to exceed \$12,000; and

WHEREAS, the Chief of Police supports the Police Department's continued participation in the program. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an IMA with the County of Westchester to continue the Port Chester Police Department's participation in the Stop DWI Program for 2015-2016.

Approved as to Form:

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

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

**Port Chester: 2016-2020-30**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County") Acting by and through its Department of Public Safety Services (hereinafter referred to as the "Department")

And

**Village of Port Chester  
350 N. Main Street  
Port Chester, NY 10573**

\_\_\_\_\_ a municipal corporation of the State of New York having an office and place of business at \_\_\_\_\_, New York \_\_\_\_\_ acting by and through the \_\_\_\_\_ Police Department, (hereinafter referred to as the "Municipality").

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule "A,"

which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule "A" (hereinafter the "Work").

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

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

**In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.**

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

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or his designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2016 and continue through December 31, 2020.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligent or intentional acts, errors and omissions or willful misconduct of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of the negligent or intentional acts, errors and omissions or willful misconduct of the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action arising out of the negligent or intentional acts, errors and omissions or willful misconduct of the Municipality or third parties under the direction and control of the Municipality and to bear all other costs and expenses related thereto.

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth in Section 1 above.

All payments made by the County to the Municipality will be made by electronic funds

transfer (“EFT”) pursuant to the County’s Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule “C.” The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance (“Finance Department”) prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

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

**In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.**

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

9. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner - Sheriff of Public Safety  
1 Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:



Director, Drug Abuse Prevention & STOP-DWI  
112 E. Post Road, 3<sup>rd</sup> Floor  
White Plains, New York 10601

with a copy to:

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

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

16. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

BY: \_\_\_\_\_  
GEORGE N. LONGWORTH  
Commissioner – Sheriff of Public Safety

**MUNICIPALITY**

BY: \_\_\_\_\_  
Name & Title

Approved by the Westchester County Board of Legislators on the 30th day of March, 2016 by Act No. 39-2016.

Approved by the Westchester County Board of Acquisition and Contract on the 26th day of May, 2016.

Approved as to form and manner of execution

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201 \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_ (Law  
under which organized, e.g., the New York Business Corporation Law) named in the foregoing  
agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Corporation)

was, at the time of execution  
\_\_\_\_\_  
(Title of such person)

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

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_ before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_ personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the officer  
described in and who executed the above certificate, who being by me duly sworn did depose and say  
that he/she resides at \_\_\_\_\_, and he/she is  
an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of  
said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public  
Date

## *SCHEDULE A*

### *STOP-DWI PATROL PROJECT*

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. **It cannot be used to replace any regular, normal or routine patrol**. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

**THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS \$8,400.00 PER YEAR.**

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required **before** the checkpoint is conducted.

**Patrol Project Reimbursement Documentation Packet** - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

- A. **OFFICER Tracking Report:** This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
- B. **PATROL Tracking Report Summary:** This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report **ONLY** if there is more than one officers assigned to the patrol.
- C. **Payment Voucher:** A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy **MUST** show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE**

**ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS.** The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of \$75.00 per hour.

- D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER**. This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report**, the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

**Director, STOP-DWI  
112 E. Post Road  
3<sup>rd</sup> Floor  
White Plains, New York 10601**

**ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.**

**SCHEDULE B**  
**STANDARD INSURANCE PROVISIONS**  
**(MUNICIPALITY)**

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

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

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

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

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

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

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

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

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

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

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

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

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

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

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



## **SCHEDULE "C"**

### **Westchester County Vendor Direct Program Frequently Asked Questions**

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Westchester County • Department of Finance • Treasury Division

### Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:  
(check one)

- New
- Change

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

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

#### Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:	Contact Person Telephone Number:	
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

#### Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required <b>ONLY</b> if directing funds into a Savings Account <b>OR</b> if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

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

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## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

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

### Section I - VENDOR INFORMATION

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

### Section II - FINANCIAL INSTITUTION INFORMATION

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

## **RESOLUTION**

### **ACKNOWLEDGING RECEIPT OF A REVISED PRELIMINARY FINAL ENVIRONMENTAL IMPACT STATEMENT FOR THE PROPOSED REDEVELOPMENT OF THE UNITED HOSPITAL SITE**

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

WHEREAS, on April 21, 2014, the Board of Trustees (herein referred to as “Board”) adopted a resolution accepting the petition of PC406 BPR, LLC and PC 999 High Street Corp. (together the “Applicant”) for consideration of proposed zoning text and map amendments to the Village Code, Chapter 345 relating to a proposed Southern Gateway Mixed Use Overlay District or, in the alternative, to a text amendment modifying Article XI of the existing Zoning Regulation, Section 345-62, with respect to 406-408 Boston Post Road and 999 High Street (the “Subject Property”); and

WHEREAS, the Applicant seeks to develop the Subject Property for a mixed multi-family residential and commercial use development (the proposed zoning amendments and development are, collectively, the “Proposed Action”); and

WHEREAS, the Board of Trustees is the designated Lead Agency under the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the Village Board determined that the Proposed Action is a Type I Action pursuant to the SEQRA and the regulations at 6 NYCRR Part 617 and issued a Positive Declaration that the Proposed Action may have a significant impact on the environmental, and required the Applicant to prepare an Environmental Impact Statement (EIS); and

WHEREAS, the Board accepted as complete the Draft Environmental Impact Statement (“DEIS”) on July 20, 2015; and

WHEREAS, public hearings were held on the DEIS on August 27, 2015 and September 8, 2015; and

WHEREAS, the comment period for the DEIS ended on September 25, 2015; and

WHEREAS, the Board held a public workshop specific to traffic on April 6, 2016; and

WHEREAS, the Board held a public workshop specific to the economic assessment and zoning on April 26, 2016; and

WHEREAS, the Applicant prepared and submitted to the Village a preliminary Final Environmental Impact Statement (“pFEIS”), which includes additional revisions to the PMU Zoning District (“Proposed Revised Zoning”) on April 27, 2016; and

WHEREAS, the Board held public hearings on the pFEIS on May 24, 2016 and June 1, 2016 and held a written comment period open until June 17, 2016; and

WHEREAS, the Applicant, on July 25, 2016, submitted a revised pFEIS for consideration by the Village.

WHEREAS, Village staff and its consultants reviewed the July 25, 2016 for completeness, and noted the outstanding issues in an October 13, 2016 memorandum to the Board; and

WHEREAS, the Village has received additional comments on the pFEIS since the July 25, 2016 submittal, including those from NYSDOT, the City of Rye, and public; and

WHEREAS, in response to those reviews and comments, the Applicant has prepared and submitted a revised pFEIS to the Village on November 14, 2016.

NOW, THEREFORE, be it

RESOLVED, that the Village of Port Chester Board of Trustees acknowledges receipt of the pFEIS; and be it further

RESOLVED, that the Board directs Village staff and its consultants to review the pFEIS for completeness; and be it finally

RESOLVED, that the Board of Trustees has scheduled a special meeting to discuss the completeness of the pFEIS for November 29, 2016 at 6:00 P.M. or shortly thereafter at the Village of Port Chester Senior Center, 220 Grace Church Street, Port Chester NY 10573.

Approved as to Form:

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Village Attorney, Anthony Cerreto

## **ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

## **APPROVAL OF MINUTES**

On motion of Trustee ADAMS, seconded by Trustee CECCARELLI, the Minutes for the Meeting held on August 15, 2016 were accepted and approved by the Board of Trustees of the Village of Port Chester, New York:

## **ROLL CALL**

**AYES:** TRUSTEES FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO  
**RECUSE:** TRUSTEE DIDDEN

**DATE:** NOVEMBER 21, 2016

On motion of Trustee DIDDEN, seconded by Trustee CECCARELLI, the Minutes for the Meeting held on September 6, 2016 were accepted and approved by the Board of Trustees of the Village of Port Chester, New York:

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO  
**RECUSE:** TRUSTEE

**DATE:** NOVEMBER 21, 2016

On motion of Trustee ADAMS, seconded by Trustee CECCARELLI, the Minutes for the Meeting held on September 19, 2016 were accepted and approved by the Board of Trustees of the Village of Port Chester, New York:

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

On motion of Trustee ADAMS, seconded by Trustee CECCARELLI, the Minutes for the Meeting held on October 5, 2016 were accepted and approved by the Board of Trustees of the Village of Port Chester, New York:

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**DATE:** NOVEMBER 21, 2016

On motion of Trustee ADAMS, seconded by Trustee CECCARELLI, the Minutes for the Meeting held on October 17, 2016 were accepted and approved by the Board of Trustees of the Village of Port Chester, New York:

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**RECUSE:** TRUSTEE BRAKEWOOD

**DATE:** NOVEMBER 21, 2016

On motion of Trustee ADAMS, seconded by Trustee CECCARELLI, the Minutes for the Meeting held on November 7, 2016 were accepted and approved by the Board of Trustees of the Village of Port Chester, New York:

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEE MARINO

**RECUSE:** TRUSTEE BRAKEWOOD AND MAYOR PILLA

**DATE:** NOVEMBER 21, 2016

## CORRESPONDENCE

1	From Fire Patrol & Rescue Co. #1 on the expulsion of Augustine Diaz	Acknowledged
2	From Harry Hook & Ladder co. No. 1 on the acceptance of Max Gonzalez	Accepted
3	From Harry Howard Hook & Ladder on voting to drop Nick Summa	Acknowledged
4	From Putnam Engine & Hose Co. on the resignation of Martin Vargas	Acknowledged
5	From Reliance Engine & Hose Co. No. 1 on the election of Joseph Tinelli	Accepted
6	11/14/16 Letter to Mayor Pilla re_ Petition to amend Chapter 345 (zoning)	Referred to Staff
7	Request for Free Holiday Parking from Chamber of Commerce	Resume to be prepared
8	Legislation Delivered to the Governor	Acknowledged

## PUBLIC COMMENTS

There were no public comments.

## TRUSTEE COMMENTS

Trustee Ferrara commented on the contingency saved from the firefighters has been spoken for. He is looking forward to the strategy session in February. We have to get our property values higher.

Trustee Didden commented about the *Westmore News* article about Seaside Johnny's. He congratulated our President and Vice President elect. We will find the resources needed to support the Fire Department in their efforts.

Trustee Brakewood commented it is important to invest in the Fire Department. He commented he does not have a good feeling about how you grow the assessable with regard to the growth factor. We have to make sure we maximize the revenue. He would like an update on the title searches with regard to water access.

Trustee Ceccarelli was impressed with the fine job done by Dave Thomas for the Veteran's ceremony at the African -American cemetery. Port Chester has a fine working staff. He thanked the Board for all the work that is done.

Trustee Adams commented he appreciated all the staff does.

Mayor Pilla commented we live in a community where we care about each other.

## PROPOSED MOTION FOR EXECUTIVE SESSION



On motion of TRUSTEE ADAMS, seconded by TRUSTEE DIDDEN, the Executive Session was declared open.

1. Sewer Rent – Housing Authority

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEES MARINO

On motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI, the Executive Session was declared closed.

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEES MARINO

On motion of TRUSTEE ADAMS, seconded by TRUSTEE DIDDEN, the meeting was declared closed.

**ROLL CALL**

**AYES:** TRUSTEES DIDDEN, FERRARA, BRAKEWOOD, CECCARELLI, ADAMS AND MAYOR PILLA

**NOES:** NONE

**ABSENT:** TRUSTEES MARINO