

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Regular Meeting  
Tuesday, September 5, 2023 at 6:00 P.M.  
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.  
TOWN OF RYE JUSTICE COURTROOM  
350 North Main Street  
AGENDA - **Revised****

<b>I</b>	<b>CALL TO ORDER / PLEDGE OF ALLEGIANCE</b>	
<b>II</b>	<b>PROPOSED EXECUTIVE/CLOSED SESSION</b>	<b>ACTION</b>
1	Employment history of a particular person in the Police Department	
2	Consultation with Corporation Counsel and Village Attorney	
<b>III</b>	<b>PRESENTATION</b>	<b>ACTION</b>
1	Presentation of MS4 Annual Report by Delaware Engineering	
2	Presentation of Taxi Commission Recommendations for Changes to the Village Code by Chair	
3	Kings Capital Construction Group Inc. Regarding Waiver for Construction Noise 30 Broad Street	
4	Kings Capital Construction Group Inc. Regarding Waiver for Construction Noise 140-150 Westchester Ave.	
<b>IV</b>	<b>REQUESTS FOR AN ADD-ON DISCUSSIONS</b>	
1	New York State Liquor Authority's 500 ft. Law Hearing regarding Astarah LLC.	
<b>V</b>	<b>MINUTES</b>	<b>ACTION</b>
1	Approval of August 2, 2023, August 7, 2023, August 16, 2023 and August 30, 2023 minutes	
<b>VI</b>	<b>PUBLIC COMMENTS</b>	<b>ACTION</b>
<b>VII</b>	<b>REPORT OF THE VILLAGE MANAGER</b>	<b>ACTION</b>
<b>VIII</b>	<b>RESOLUTIONS</b>	<b>ACTION</b>
1	Canceling the second meeting of September 25, 2023, and carry over any business for that meeting to the Agenda Meeting currently scheduled for Wednesday, September 27, 2023	
2	Authorizing the Village Manager to enter into a Grant Reimbursement Agreement ("GDA") with the New York State Urban Development Corporation d/b/a Empire State Development to facilitate a RESTORE NY grant assisting the redevelopment project at premises located at 16-18 North Main Street	
3	Authorizing the Village Manager to enter into a Reimbursement Agreement between the Village of Port Chester and 1618 North Main, LLC. to facilitate the pass-through of RESTORE NY grant funding to the owner/developer of the premises located at 16-18 North Main Street	

4	From The Harry Howard Hook & Ladder Co. No. 1 on the election of Olatunde-Joseph Bruin to active membership	
5	From The Harry Howard Hook & Ladder Co. No. 1 on the election of Patrick Doherty to active membership.	
6	From The Harry Howard Hook & Ladder Co. No. 1 on the election of William Gallagher to active membership	
7	From The Harry Howard Hook & Ladder Co. No. 1 on the election of Jorge Michaca Saavedra to active membership	
8	From The Mellor Engine & Hose Co. No. 3 on the election of Michael Barrella to active membership.	
9	Declaring Sunday, August 18, 2024 as a time to remember and celebrate Lafayette's Farewell Tour in the Village of Port Chester	
10	Promotion of Detective Sergeant, Marcello Presta to the Rank of Police Lieutenant	
11	Awarding RFP #2023-15 - Case Management Section 207-Claims	
12	Awarding RFP #2023-14 Labor Counsel to Bond, Schoeneck and King, PLLC.	
13	Awarding BID # 2023-20 for on Call Overhead Door Repair & Maintenance	
14	Awarding BID # 2023-18 - IMA With Westchester County - Alto Avenue Storm Water Improvements	
15	Authorizing the Village Manager to enter into a the First Amendment to the original Inter-Municipal Agreement with Westchester County with regard to Wellness In Nutrition Program and Nutrition Services Incentive Program as part of services provided to senior citizens	
16	FY 2023-24 General Fund Budget Amendment – Demolition of Unsafe Buildings (14-16 S. Main)	
<b>IX</b>	<b>CORRESPONDENCE</b>	<b>ACTION</b>
1	From The Brooksville Engine & Hose Co. No. 5 on the transfer of Joshua Turk from The Mellor Engine & Hose Co. No. 5.	
2	From the Brooksville Engine & Hose Co. No. 5 on the expulsion of Manny Borja	
3	From Father Pat of the Parish of St. John Bosco requesting a procession and a police escort on October 15, 2023 at 2:30 p.m.	
4	From the Park Avenue School PTO requesting the closure of Park Avenue in front of the school on Saturday, October 28, 2023 from 2:30p.m. to 7:00p.m.	
<b>X</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>	<b>ACTION</b>

CALL TO ORDER  
PLEDGE OF ALLEGIANCE

**PROPOSED MOTION  
FOR  
EXECUTIVE / CLOSED SESSION**



# **PRESENTATION**

# **PRESENTATIONS**

## **#1**



# VILLAGE OF PORT CHESTER MS4 ANNUAL REPORT

Reporting Period of  
March 9, 2022 – March 9, 2023



Prepared & Presented by:

**ROBERT FLORES, P.E.**

**DELAWARE ENGINEERING, D.P.C.**



**DELAWARE ENGINEERING, D.P.C.**  
CIVIL AND ENVIRONMENTAL ENGINEERING

# BACKGROUND

## § 281-2. Background.

- A. The Village of Port Chester is an operator of a municipal separate stormwater sewer system (MS4) and subject to the permitting requirements as established by the U.S. Environmental Protection Agency (EPA) through the National Pollutant Discharge Elimination System (NPDES) permit. In 1991, Phase II of these regulations was finalized, requiring smaller communities within urbanized areas to develop plans for the control of stormwater within their jurisdictions by March 2003, to be implemented by 2008.
- B. The initial step toward providing a stormwater pollution plan under the EPA Phase II NYSPEs permit is to develop and implement certain minimum pollution prevention measures that have been identified as a necessary part of an approved stormwater management program for the Village of Port Chester. This program includes public education, detection and elimination of illicit connections, construction site runoff control, postconstruction stormwater control and pollution prevention. This chapter is intended to regulate the impacts of construction activity on stormwater runoff and soil erosion in the Village.





# MINIMUM CONTROL MEASURES

1. Public Education and Outreach
2. Public Participation and Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-construction Runoff Control
6. Pollution Prevention/Good Housekeeping



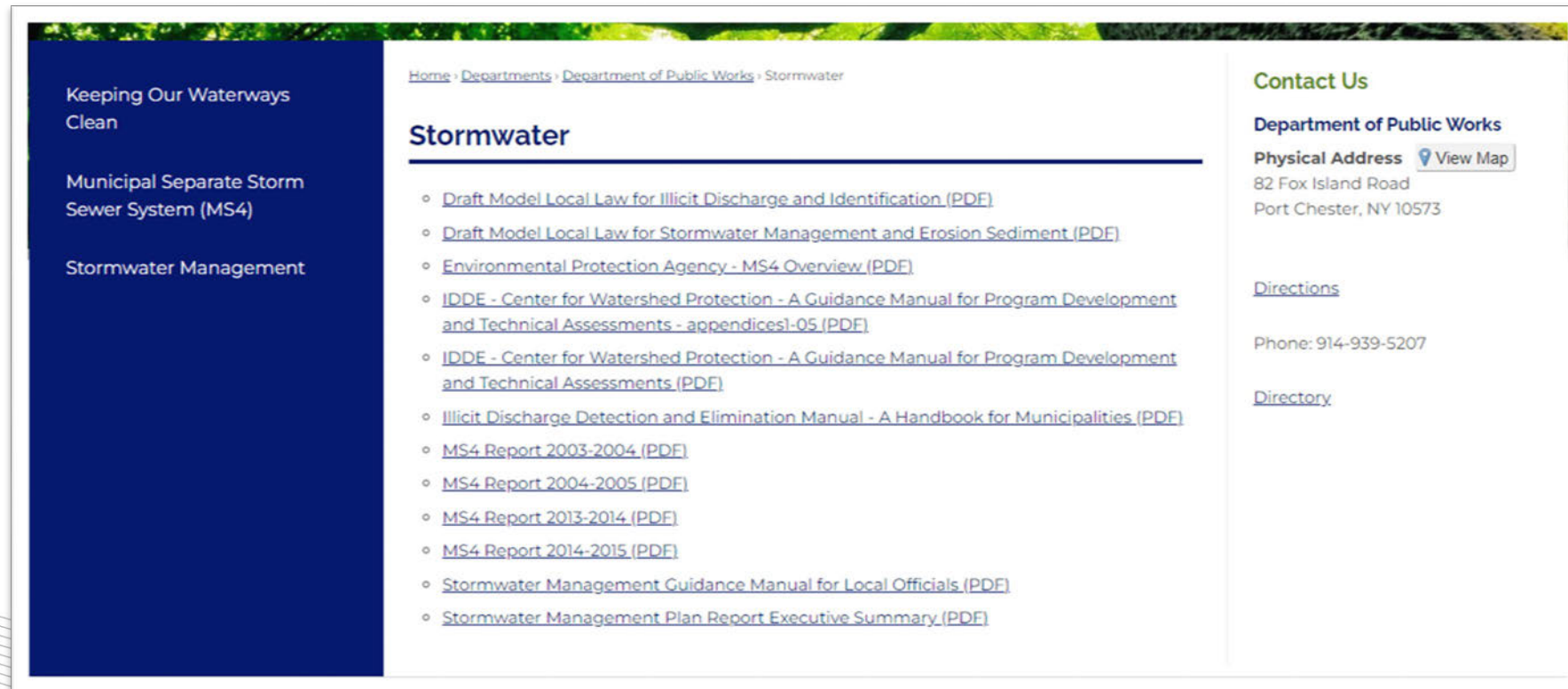
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CIVIL AND ENVIRONMENTAL ENGINEERING

Prepared for Village of Port Chester  
MS4 Annual Report March 2022 – March 2023



# MCM 1 – PUBLIC EDUCATION & OUTREACH

Information is available on the Village Website <https://www.portchesterny.gov/185/Stormwater>



The screenshot shows a website page for Stormwater management. On the left is a dark blue sidebar with white text: 'Keeping Our Waterways Clean', 'Municipal Separate Storm Sewer System (MS4)', and 'Stormwater Management'. The main content area has a breadcrumb trail: 'Home > Departments > Department of Public Works > Stormwater'. Below this is the title 'Stormwater' followed by a list of 12 PDF links, including 'Draft Model Local Law for Illicit Discharge and Identification (PDF)', 'Draft Model Local Law for Stormwater Management and Erosion Sediment (PDF)', 'Environmental Protection Agency - MS4 Overview (PDF)', 'IDDE - Center for Watershed Protection - A Guidance Manual for Program Development and Technical Assessments - appendices1-05 (PDF)', 'IDDE - Center for Watershed Protection - A Guidance Manual for Program Development and Technical Assessments (PDF)', 'Illicit Discharge Detection and Elimination Manual - A Handbook for Municipalities (PDF)', 'MS4 Report 2003-2004 (PDF)', 'MS4 Report 2004-2005 (PDF)', 'MS4 Report 2013-2014 (PDF)', 'MS4 Report 2014-2015 (PDF)', 'Stormwater Management Guidance Manual for Local Officials (PDF)', and 'Stormwater Management Plan Report Executive Summary (PDF)'. On the right side, there is a 'Contact Us' section for the 'Department of Public Works' with a 'Physical Address' of '82 Fox Island Road, Port Chester, NY 10573' and a 'View Map' button. Below that are links for 'Directions', 'Phone: 914-939-5207', and 'Directory'.

Scan Code to visit  
Village of Port Chester  
Stormwater Page



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MS4 Annual Report March 2022 – March 2023



# MCM 2 – PUBLIC PARTICIPATION & INVOLVEMENT



Planting & CLEANUP

**COMMUNITY CLEANUP**

RYE BROOK | RYE BROOK  
PORT CHESTER  
RYE CITY • TOWN OF RYE

**SATURDAY**  
APRIL 23, 2022

**9AM - 11AM**

**CLEANUP LOCATIONS**  
CITY OF RYE | MAMARONECK  
RYE TOWN | **PORT CHESTER** | RYE BROOK

**POST CLEANUP PRESENTATION**  
11:30AM  
**NATIVE PLANTS & POLLINATORS**  
by Lori Fontanes, Healthy Yards Advocate  
at the Port Chester-Rye Brook Public Library



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# MCM 3 – ILLICIT DISCHARGE DETECTION & ELIMINATION

- Illicit Discharges to Catch Basins
- Additional Markings on Catch Basins
- New/Higher Penalties



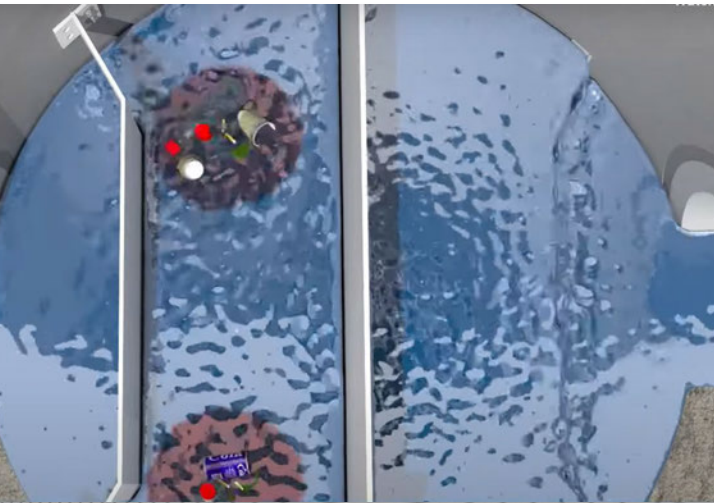
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MS4 Annual Report March 2022 – March 2023



# MCM 4 & 5 - CONSTRUCTION SITE RUNOFF CONTROL *and* POST-CONSTRUCTION RUNOFF CONTROL

- Stormwater Pollution Prevention Plan (SWPPP)
- Green Roofs
- On-Site Storage
- Solids Separators



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MS4 Annual Report March 2022 – March 2023



# MCM 6 – POLLUTION PREVENTION & GOOD HOUSEKEEPING

## Village of Port Chester Department of Public Works Provides Daily Maintenance

- 720 Acres of Parking Lots Swept
- 1,650 Miles of Streets Swept
- Trash Pickup
- Bulk Items Pickup



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Prepared for Village of Port Chester  
MS4 Annual Report March 2022 – March 2023



# STORMWATER PROJECTS



- **Bulkley Drain Repaired Under 211 Irving** *(before an after photos above)*
- **Bulkley Drain Repaired at North Regent**
- **Glendale Stormwater Upgrades**



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CIVIL AND ENVIRONMENTAL ENGINEERING

Prepared for Village of Port Chester  
MS4 Annual Report March 2022 – March 2023

**MS4 Annual Report Cover Page**

MCC form for period ending March 9, 2 0 2 3

This cover page must be completed by the report preparer.  
Joint reports require only one cover page.

SPDES ID  
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Choose one:

This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

V i l l a g e o f P o r t C h e s t e r

OR

This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

OR

This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

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**MS4 Annual Report Cover Page**

MCC form for period ending March 9,

Provide SPDES ID of each permitted MS4 included in this report.

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**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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**3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:**

- Construction Site Operators Trained # Trained 

--	--	--	--	--
- Direct Mailings # Mailings 

--	--	--	--	--
- Kiosks or Other Displays # Locations 

--	--	--	--	--
- List-Serves # In List 

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- Mailing List # In List 

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- Newspaper Ads or Articles # Days Run 

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- Public Events/Presentations # Attendees 

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- School Program # Attendees 

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- TV Spot/Program # Days Run 

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- Printed Materials: Total # Distributed 

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Locations (e.g. libraries, town offices, kiosks)  

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I	n	f	i	l		a	n	d		I	n	f	l	o	w				

Other:  

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Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL  

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URL  






**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

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**4. Evaluating Progress Toward Measurable Goals MCM 1**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

Information on stormwater continues to be available on the Village website

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

Specific to the posted Questionnaire, no responses have been received and it will be discontinued

**C. How many times was this observation measured or evaluated in this reporting period?**

			1
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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this Measurable Goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Improve quality and quantity of printed/digital information provided to the public. Respond to specific information needs as arise.



# MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID  
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## 2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

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**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Port Chester

SPDES ID  
N Y R 2 0 A 3 0 9

**3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?**

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

- MS4/Coalition Office      Annual Report      SWMP Plan      Comments

Department  
V i l l a g e   M a n a g e r  
Address  
2 2 2   G r a c e   C h u r c h   S t r e e t  
City      Zip  
P o r t   C h e s t e r      N Y      1 0 5 7 3 -  
Phone  
( 9 1 4 ) 9 3 9 - 2 2 0 0

- Library      Annual Report      SWMP Plan      Comments

Address  
City      Zip  
Phone  
(   ) -

- Other      Annual Report      SWMP Plan      Comments

Address  
City      Zip  
Phone  
(   ) -

- Web Page URL:      Annual Report      SWMP Plan      Comments

h t t p : / / w w w . p o r t c h e s t e r n y . c o m / h o  
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r e p o r t

Please provide specific address of page where report can be accessed - not home page.

- eMail      Comments

## MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

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**4.a. If this report was made available on the internet, what date was it posted?**

Leave blank if this report was not posted on the internet.

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**4.b. For how many days was/will this report be posted?**

3	6	5
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If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

**5.a. Was an Annual Report public meeting held in this reporting period?**

Yes    No

If Yes, what was the date of the meeting?

1	0
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0	3
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2	0	2	2
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If No, is one planned?

Yes    No

**5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?**

Yes    No

If No, is one planned for each?

Yes    No

**6. Were comments received during this reporting period?**

Yes    No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

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**7. Evaluating Progress Toward Measurable Goals MCM 2**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

Stormwater information is made available on the Village Website. The Public can call the Code Enforcement office to report any illicit connections or concerns.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

In general, stormwater annual reports are available for comment. The information needs questionair received no responses and will not be continued in the same form.

**C. How many times was this observation measured or evaluated in this reporting period?**

			1
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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

At least on commuity clean up is planned.









## MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID

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### 12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

#### A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Smoke Testing on Westchester Ave
----------------------------------

#### B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Identified cross connections with storm and sanitary
--

#### C. How many times was this observation measured or evaluated in this reporting period?

			1
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(ex.: samples/participants/events)

#### D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes     No

#### E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes     No

#### F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Plan to smoke test more sections of the Village.
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## MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

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### Minimum Control Measures 4 and 5. Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

**1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?**  Yes  No

**1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?**  Yes  No  NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.  09/2004  03/2006  NT

**2. Does your MS4/Coalition have a SWPPP review procedure in place?**  Yes  No

**3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?**

		6
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**4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?**  Yes  No  NT

If Yes, how many public comments were received during this reporting period? 

		0
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**5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?**  Yes  No

**6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:**

- |  |   |   |  |   |  |  |   |                                    |
|--|---|---|--|---|--|--|---|------------------------------------|
| <input type="radio"/> Notices of Violation             | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td>0</td></tr></table> |  |   |  |  | 0 | <input type="radio"/> No Authority |
|  |   |   |  | 0 |  |  |   |                                    |
| <input type="radio"/> Stop Work Orders                 | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |                                    |
| <input type="radio"/> Criminal Actions                 | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |                                    |
| <input type="radio"/> Termination of Contracts         | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |                                    |
| <input type="radio"/> Administrative Fines             | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |                                    |
| <input type="radio"/> Civil Penalties                  | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |                                    |
| <input type="radio"/> Administrative Orders            | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |                                    |
| <input type="radio"/> Enforcement Actions or Sanctions | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |                                    |
| <input checked="" type="radio"/> Other                 | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td>1</td></tr></table> |  |   |  |  | 1 | <input type="radio"/> No Authority |
|  |   |   |  | 1 |  |  |   |                                    |

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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**Minimum Control Measure 4. Construction Site Stormwater Runoff Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period? 

		2
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period? 

		2
--	--	---

3. What percent of active construction sites were inspected during this reporting period?  NT 

1	0	0
---	---	---

 %

4. What percent of active construction sites were inspected more than once?  NT 

1	0	0
---	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?  Yes  No  NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?  Yes  No  NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?  Yes  No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.



## MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID

N	Y	R	2	0	A	3	0	9
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### 7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

#### A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Continue to administer and monitor construction sites over 1 acre for stormwater management in accordance with Local Law and site SWPPP. Three building inspectors have active E&SC training.
---

#### B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

SWPPPs are reviewed and must be approved prior to construction
--

#### C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

#### D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes    No

#### E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes    No

#### F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to administer and monitor construction sites over 1 acre for stormwater management in accordance with Local Law and site SWPPP. Three building inspectors have active E&SC training.
---





**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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**4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?**  
 Yes  No

**4b. Does the MS4 have a banking and credit system for stormwater management practices?**  
 Yes  No

**4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?**  
 Yes  No

**4d. How many stormwater management practices have been implemented as part of this system in this reporting period?**

		0
--	--	---

**5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?**

		0
--	--	---

 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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**6. Evaluating Progress Toward Measurable Goals MCM 5**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

Inventory post-construction BMPS as they come on line.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

Two construction sites are active, with approved SWPPPs, post-construction BMPs will be inventoried.

**C. How many times was this observation measured or evaluated in this reporting period?**

			1
--	--	--	---

*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Continue to add port-construction BMPs to Inventory as they come online.

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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**Minimum Control Measure 6. Stormwater Management for Municipal Operations**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

**1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.**

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Street Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Bridge Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Winter Road Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Salt Storage.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Solid Waste Management.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
New Municipal Construction and Land Disturbance..	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Right of Way Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Marine Operations.....	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Hydrologic Habitat Modification.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Parks and Open Space.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Municipal Building.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Stormwater System Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Vehicle and Fleet Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Other.....	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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**2. Provide the following information about municipal operations good housekeeping programs:**

- Parking Lots Swept (Number of acres X Number of times swept) # Acres 

--	--	--	--	--
- Streets Swept (Number of miles X Number of times swept) # Miles 

1	6	5	0
---	---	---	---
- Catch Basins Inspected and Cleaned Where Necessary # 

	1	0	0
--	---	---	---
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary # 

--	--	--	--	--
- Phosphorus Applied In Chemical Fertilizer # Lbs. 

--	--	--	--	--
- Nitrogen Applied In Chemical Fertilizer # Lbs. 

--	--	--	--	--
- Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres 

					.	
--	--	--	--	--	---	--

**3. How many stormwater management trainings have been provided to municipal employees during this reporting period?**

				0
--	--	--	--	---

**4. What was the date of the last training?**

--	--

 / 

--	--

 / 

2	0	1	9
---	---	---	---

**5. How many municipal employees have been trained in this reporting period?**

		0
--	--	---

**6. What percent of municipal employees in relevant positions and departments receive stormwater management training?**

1	0	0
---	---	---

 %

## MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: 

Village of Port Chester
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SPDES ID

N	Y	R	2	0	A	3	0	9
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### 7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

#### A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Continue catch basin inspection and cleaning as well as other municipal infrastructure maintenance programs. Continue mapping and documentation of stormwater facilities.
---

#### B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

All streets are swept multiple times Village-wide, the sweeper works 5 days per week. Parking lots included. Catch basins Village-wide are inspected and cleaned on a continual rotation.
---

#### C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

#### D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes    No

#### E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes    No

#### F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue street and parking lot sweeping, and cleaning catch basins.
--

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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### Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

**MS4s must answer the questions or check NA as indicated in the table below.**

MS4 Description	Answer	Check NA	(POC)
<b>NYC EOH Watershed</b>			
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
<b>Onondaga Lake Watershed</b>			
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
<b>Greenwood Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>Oyster Bay</b>			
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
<b>Peconic Estuary</b>			
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
<b>Oscawana Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>LI 27 Embayments</b>			
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?  Yes    No    N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?  Yes    No    N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far. 

--	--	--

 %

Estimate what percentage was mapped in this reporting period. 

--	--	--

 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Village of Port Chester
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SPDES ID  

N	Y	R	2	0	A	3	0	9
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?  Yes  No  N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period? 

		0
--	--	---

 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?  Yes  No  N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?  Yes  No  N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?  Yes  No  N/A

7b. How many projects have been sited in this reporting period? 

		2
--	--	---

7c. What percent of the projects included in 7b have been completed in this reporting period? 

		0
--	--	---

 %

7d. What percent of projects planned in previous years have been completed? 

		1
--	--	---

 %  
 No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?  Yes  No  N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?  Yes  No  N/A



## MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Port Chester

SPDES ID

N	Y	R	2	0	A	3	0	9
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**9. Has your MS4/Coalition developed and implemented a program of native planting?**

Yes     No     N/A

**10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?**

Yes     No     N/A

**11. Does your MS4/Coalition have a pet waste bag program?**

Yes     No     N/A

**12. Does your MS4/Coalition have a program to manage goose populations?**

Yes     No     N/A

# **PRESENTATIONS**

## **#2**



## VILLAGE OF PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

Phone (914) 939-5202 • Fax (914) 305-2560

[Clerk@PortChesterNY.Gov](mailto:Clerk@PortChesterNY.Gov) • [www.PortChesterNY.Gov](http://www.PortChesterNY.Gov)

### Board of Taxi Commission

July 18, 2023

Honorable Mayor and Board of Trustees  
222 Grace Church Street  
Port Chester, NY 10573

Dear Mayor and Board,

At the regular meeting of the Taxi Commission held on July 11, 2023, the Commission recommended the following changes to the Village Code Chapter 295 Taxicabs.

1. Increase taxicab fares  
Single passenger - \$5.00 to \$6.00  
Additional passenger - \$1.50 to \$2.00  
Senior Citizens - \$3.00 to \$4.00  
New student fare - \$5.00  
New Additional fee for use of trunk - \$3.00

Make explicit that senior citizen will always be considered the primary passenger in a vehicle.

2. Authorize an additional charge of \$3.00 for the use of the trunk for a passenger's suitcase, traveling bag, valise, and shopping bags. Except canes, crutches, walkers, wheelchairs, and baby strollers which will be exempt from this fee.
3. Allow for the taxi operator's use of a GPS-enabled device (e.g. cell phone, tablet, Garmin) instead of the current requirement of a hard copy village street-map.

For your convenience, attached are the current relevant provisions of the Village Code.

Thank you for your consideration.

Sincerely,

*Paul Gerardi*

Paul Gerardi  
Chair

[003 by L.L. No. 10-2003<sup>14</sup>]

The rates of fares to be taken by or paid to the owners or drivers of public conveyances within the village shall be as follows:

**A.**

For conveying one passenger: \$5. The rate of \$1.50 shall be charged for each additional passenger.

[Amended 11-7-2005 by L.L. No. 6-2005; 6-3-2019 by L.L. No. 6-2019]

**B.**

Children.

**(1)**

Ages five to 12 years.

**(a)**

For the conveyance of children between the ages of five and 12 years, the following charges shall apply:

**[1]**

When a child is attended by an adult paying full fare, each child shall be charged 1/2 of the full fare.

**[2]**

When a child is unattended, full fare for the first party will be charged. Each additional child will pay 1/2 of the full fare.

**(b)**

The above is based on a per-stop basis.

**(2)**

Under five years. All children under the age of five must be attended, and there will be no charge for said children.

[Amended 12-1-2003 by L.L. No. 15-2003]

**C.**

Senior citizens. Fees are \$3 for all senior citizens who show evidence of age 60 years or older. Senior citizens who travel to the contiguous area of the Town of Rye for the purpose of medical needs, shopping needs or visiting the senior center shall be charged the same rate.

[Amended 6-3-2019 by L.L. No. 6-2019]

**D.**

No charge shall be made for a passenger's suitcase, traveling bag, valise, shopping bags or other articles carried by hand by a passenger into vehicle or place in the trunk of the taxicab.

**E.**

After a cab has been engaged, additional passengers may not be taken except with the mutual consent of the passenger occupying the cab and the passenger entering the cab.

**F.**

The operator of a taxicab transporting a passenger or passengers from a point within the village limits shall charge the fares as set forth above from the point of origin to the village limits and may charge such additional fares as the operator and the passenger may agree upon for the ride beyond the village limits. This agreement shall be made prior to departure and will be final.

**G.**

The rates enumerated herein may be adjusted in the future by resolution of the Board of Trustees.  
[Added 6-3-2019 by L.L. No. 6-2019]

There will be a dress code for taxi operators as follows:

**(1)**

Men: full-length trousers, short- or long-sleeve shirts with collars or button-down shirts, and shoes or sneakers.

**(2)**

Women: slacks or skirts with long- or short-sleeve blouses or pullover tops, and shoes or sneakers.

**B.**

All taxicabs must carry a Village of Port Chester street map at all times.

**C.**

Under no circumstances should there be more than four passengers in a taxicab.

**D.**

All taxicabs must display, where it can be readily seen by the riding public, and in a format approved by the Village Clerk, a copy of the following Taxi User's Bill of Rights, the violation of which may result in the suspension or revocation of a taxi operator's license or penalty or fine as provided in this chapter.

**(1)**

Taxi User's Bill of Rights.

**(a)**

A passenger has the exclusive use of any taxicab, and no taxicab operator shall require a passenger to accept any other passengers without his or her consent.

**(b)**

A passenger can choose any taxicab in line at a taxi stand.

**(c)**

If group is starting at one location and going to the same destination, one passenger pays full, the others pay \$1 each. (Note: applies only to trips within Village limits.)

**(d)**

Taxi operators may not solicit or refuse an orderly fare.

**(e)**

Taxi operators must produce identification on request.

**(f)**

Taxi operators may not smoke in the taxicab.

**(g)**

Taxi operators shall make every attempt to ensure that passengers arrive at their destination in a timely manner. Passengers should be available upon the arrival of a taxi dispatched to them. No operator is obliged to wait for a fare.

**(2)**

All violations may be reported to the Port Chester Police Department (914) 939-1000 or the Village Clerk's office (914) 939-5202.

# **PRESENTATIONS**

## **#3**

  
**KINGS  
CAPITAL  
CONSTRUCTION**

660 White Plains Road, Suite 560, Tarrytown, NY 10591  
Tel: (914) 345-6799 Fax: (914) 345-6797  
[www.kingscapitalgroup.com](http://www.kingscapitalgroup.com)

**RE: Waiver for Construction Noise**

**30 Broad Street**

Port Chester, New York

Dear Mr. Rabin and Mr. Richards:

Kings Capital Construction Group as Contractor of the new 9-story building at 30 Broad Street is requesting to be placed on the Board of Trustee Meeting Agenda on August 7, 2023, for a limited waiver of construction noise at our project site.

In accordance with Village Code Section 224-3.1, we are asking to start construction activities at the following times:

1. Weekday Start Time:   7   AM
2. Saturday Start Time:   8   AM

Please note the subject property is located in the CD-6T District and the construction activity will be temporary in duration.

We are providing written notice to the property owners within 150 feet of the site and posted a sign, three feet by four feet prominently on the property line. We will provide separately evidence of mailing and an affidavit with photographic documentation of the posted notice sign.

If you have any questions regarding our request, I may be contacted at (914) 774-7233 or via email at [j.roche@kingscapital.com](mailto:j.roche@kingscapital.com).

Sincerely,

John Roche



# **PRESENTATIONS**

## **#4**

KINGS  
CAPITAL  
CONSTRUCTION

T: (914) 345-6799 F: (914) 345-6797 W: KingsCapitalGroup.com  
A: 660 White Plains Road, Suite 560, Tarrytown, NY 10591

August 8, 2023

Stuart Rabin  
Janusz Richards  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

RE: Waiver for Construction Noise  
140-150 Westchester Ave  
Port Chester NY 10573

Dear Mr. Rabin and Mr. Richards:

Kings Capital Construction Group Inc is the Contractor for 140-150 Westchester Ave and is requesting to be placed on the Board of Trustee Meeting Agenda on September 5, 2023, for a limited waiver of construction noise at our project site.

In accordance with Village Code Section 224-3.1, we are asking to start construction activities at the following times:

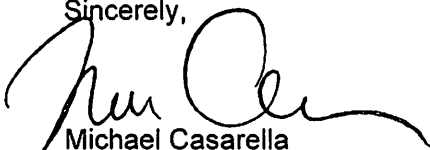
1. Weekday Start Time:   7   AM
2. Saturday Start Time:   8   AM

Please note the subject property is located in the CD-6T District and the construction activity will be temporary in duration.

We are providing written notice to the property owners within 150 feet of the site and posted a sign, three feet by four feet prominently on the property line. Attached is evidence of mailing and the list of neighbors/recipients. We will provide separately an affidavit with photographic documentation of the posted notice sign.

Should you have any questions regarding this request, I may be contacted via email at [m.casarella@kingscapitalgroup.com](mailto:m.casarella@kingscapitalgroup.com).

Sincerely,

  
Michael Casarella

150 feet of 140-150 Westchester Ave

Property Address	Owner's Name	Owner Address	Delivery Method	Date of mailing
10 Pearl St	10 South Pearl St LLC	40 pearl	certifed mail	8/7/2023
11 Pearl St	11 South Pearl Street LLC	31 Pearl St	certifed mail	8/7/2023
Pearl St	15 South Pearl St Parking LLC	c/o Neri, Brett 40 Pearl St	certifed mail	8/7/2023
181 Westchester Ave	181 Westchester Ave LLC	PO Box 1068 larchmont 10538	certifed mail	8/7/2023
29 New Broad St	29 New Broad St Realty Corp	c/o Masi	certifed mail	8/7/2023
31 Pearl St	40 Pearl Street Inc	31-37 pearl st	certifed mail	8/7/2023
28 Pearl St	Cheryl-Pearl Realty Corp	28 Pearl St	certifed mail	8/7/2023
9 New Broad St	Church of The Living God Inc.	9 New Broad St	certifed mail	8/7/2023
Westchester Ave	Delia Enterprises Inc.	c/o Crespo 315 King St #4E	certifed mail	8/7/2023
143 Westchester Ave	DMMJ Realty Corp.	10 Broad St	certifed mail	8/7/2023
34 Pearl St	Gianfrancesco, Joseph	34 Pearl St	certifed mail	8/7/2023
5 N Pearl St	MACGRO LLC	42 N. Main	certifed mail	8/7/2023
38 Pearl St	Nerikids, LLC	31 Pearl St	certifed mail	8/7/2023
41 Pearl St	Ner's Land Improvement LLC	31 Pearl St	certifed mail	8/7/2023
33 New Broad St	New Broad St LLC	33 New Broad St	certifed mail	8/7/2023
145 Westchester Ave	Shree Laxmi Realty, Inc	9 amsterdam ave bronxville	certifed mail	8/7/2023
19 Smith St	St. Peter's Episcopal Church	19 Smith St	certifed mail	8/7/2023
151 Westchester Ave	The Capitol Theatre LLC	151 Westchester Ave	certifed mail	8/7/2023
New Broad St	Village of Port Chester	222 grace church st	certifed mail	8/7/2023

KINGS  
CAPITAL  
CONSTRUCTION

T: (914) 345-6799 F: (914) 345-6797 W: KingsCapitalGroup.com  
A: 660 White Plains Road, Suite 560, Tarrytown, NY 10591

August 7, 2023

You are listed in the current real estate tax books of Westchester County as the owner of a parcel of land on tax map 142.30.

You are hereby notified Kings Capital Construction Group Inc is the Contractor for 140-150 Westchester Ave and is requesting to be placed on the Village of Port Chester Board of Trustee Meeting Agenda for a limited waiver of construction noise at our project site on September 5, 2023 at 7 pm; located at 222 Grace Church Street, Port Chester, NY 10573.

The property that is the subject of this application is identified as Westchester County Tax Map 142.30 block 2 lots 65 & 17 located at 140-150 Westchester Avenue, Port Chester, NY.

In accordance with Village Code Section 224-3.1, we are asking to start construction activities at the following times:

1. Weekday Start Time:   7   AM
2. Saturday Start Time:   8   AM

Please note the subject property is located in the CD-6T District and the construction activity will be temporary in duration.

All members of the public will be heard as to their views pertinent to this matter at the aforementioned public hearing.

Should you have any questions regarding this request, I may be contacted via email at [m.casarella@kingscapitalgroup.com](mailto:m.casarella@kingscapitalgroup.com) or alternatively, the Village of Port Chester Village Manager's office 914.939.5200.

Sincerely,

  
Michael Casarella

## Sileo, Vita

---

**From:** Mike Casarella <m.casarella@kingscapitalgroup.com>  
**Sent:** Thursday, August 10, 2023 4:57 PM  
**To:** Sileo, Vita  
**Subject:** 140 westchester ave photos.

Please let me know if these are



ok





Thank you,

**Mike Casarella | COO and President Site Division**  
[m.casarella@kingscapitalgroup.com](mailto:m.casarella@kingscapitalgroup.com)

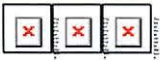


**Kings Capital Construction**

[\(914\) 345-6799](tel:9143456799)

660 White Plains Rd., Tarrytown, NY 10591

<https://link.zixcentral.com/u/fd069d08/6hsDjMA37hGyq7Evh3soMg?u=http%3A%2F%2Fkingscapitalgroup.com>



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message in error, please reply to the sender that you have received the message in error and then delete it from your computer. Thank You.

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# DISCUSSION

**Summa, Sara**

---

**From:** abc.sm.licensing.clerical <licensing.clerical@sla.ny.gov>  
**Sent:** Thursday, August 31, 2023 8:59 AM  
**To:** Clerk's Office; jclivne@gmail.com; astarahny@gmail.com  
**Subject:** 500 foot hearing #1369568/ASTARAH LLC  
**Attachments:** 500 Foot Hearing Notice revised 12-31-21.docx; Public Interest Questionnaire - 500 Foot Hearings revised 12-31-21.docx

Hello,

According to the Authority's records, your application is subject to the 500 Foot Law. As a result, the application cannot be approved unless the Authority finds that issuing the license is in the public interest. The 500 Foot Law requires that, before a determination is made, the Authority consult with the municipality or community board where the premises to be licensed is located and conduct a hearing.

Attached is a hearing notice and a Public Interest Questionnaire. A hard copy of the hearing notice was also sent to the municipality or community board (if applicable). Applicants must complete and return the attached Public Interest Questionnaire to [Secretarys.office@sla.ny.gov](mailto:Secretarys.office@sla.ny.gov) within 15 days of this notice.

Thank you.

**Lifen B**

Licensing Services Clerk

**New York State Liquor Authority**

Alfred E. Smith Office Building, Suite 900

80 South Swan Street, Albany, NY 12210-8002

(518) 474-3114 | [licensing.clerical@sla.ny.gov](mailto:licensing.clerical@sla.ny.gov)



KATHY HOCHUL  
Governor

LILY M. FAN  
Chair

LEON

EDGAR DE  
Commissioner

ASTARAH LLC - # 1369568  
ASTARAH

Date: 8/31/2023

112 N MAIN ST

PORT CHESTER NY 10573

### 500 FOOT HEARING NOTICE

(Revised 12/31/21)

According to the Authority's records, this application is subject to the 500 Foot Law. If an applicant is seeking an On Premises Liquor License and the applicant's premises is: (1) in a city, town or village with a population of 20,000 or more; and (2) there are three or more establishments already operating with an On Premises Liquor License within a 500-foot radius of the applicant's premises, the application is subject to the 500 Foot Law. As a result, the application cannot be approved unless the Authority finds that issuing the license is in the public interest. The 500 Foot Law requires that, before the determination is made, the Authority consult with the municipality and conduct a hearing to consider arguments and information on the issue of public interest.

**NOTE TO MUNICIPALITIES: There may also be a temporary retail permit associated with this application.**

The hearing will be conducted as follows:

- Neither the applicant, the applicant's representative, or anyone who wishes to be heard in support or opposition will be able to attend the hearing.
- Applicants must complete and return the public interest questionnaire (12/31/21 revised form) provided with this notice. No other document that an applicant submits will be accepted as a substitute. If needed, the applicant can attach supplemental pages to the questionnaire. Additional pages should be signed and dated by the person submitting the questionnaire.
- Anyone who wishes to be heard in support or opposition must send a written submission.
- All submissions, including the applicant's public interest questionnaire, must be sent by email to [Secretarys.office@sla.ny.gov](mailto:Secretarys.office@sla.ny.gov). Please include the serial number in the subject line when responding.
- The submissions must be received within 15 days of this notice. The due date of the submission is considered as the hearing date for public notice under ABCL Section 100 (9)(b).
- After the deadline for submissions has passed, the record will be reviewed by an Administrative Law Judge who will issue a recommendation as to whether the applicant has demonstrated that it would be in the public interest to issue the license.
- If the applicant has submitted an application for a temporary retail permit, the permit will be issued if the Administrative Law Judge finds that the applicant has demonstrated that it would be in the public interest to issue the license.
- Submissions not sent directly to Secretary's Office using the above email address, or any submission received after the deadline will not be considered by the Administrative Law Judge in making their recommendation.
- The Administrative Law Judge will not have a copy of the application as part of the record. This questionnaire will replace any public interest statement submitted with the application.





OFFICE USE ONLY

Original     Amended    Date \_\_\_\_\_

## Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 6.12.23

1a. Delivered by: Jennifer Livne

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

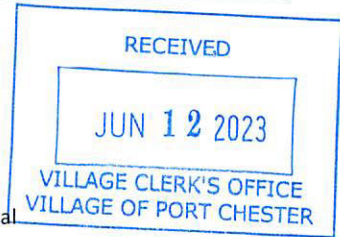
For premises outside the City of New York:

New Application     Removal     Class Change

For premises in the City of New York:

New Application     New Application and Temporary Retail Permit     Renewal     Alteration     Removal

Class Change     Method of Operation     Corporate Change



For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

**Please include all documents as noted above. Failure to do so may result in disapproval of the application.**

**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**

3. Name of Municipality or Community Board: Village of Port Chester

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable): \_\_\_\_\_ Expiration Date (if applicable): \_\_\_\_\_

5. Applicant or Licensee Name: Jennifer Livne

6. Trade Name (if any): Astarah LLC

7. Street Address of Establishment: 112 N. Main St.

8. City, Town or Village: Port Chester, NY Zip Code: 10573

9. Business Telephone Number of applicant/ Licensee: 646.675.9506

10. Business E-mail of Applicant/Licensee: \_\_\_\_\_

11. Type(s) of alcohol sold or to be sold:     Beer & cider     Wine, Beer & Cider     Liquor, Wine, Beer & Cider

12. Extent of Food Service:     Full Food menu; full kitchen run by a chef/cook     Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant

Seasonal Establishment     Juke Box     Disc Jockey     Recorded Music     Karaoke

14. Method of Operation: (check all that apply)     Live Music (give details i.e., rock bands, acoustic, jazz, etc.): \_\_\_\_\_

Patron Dancing     Employee Dancing     Exotic Dancing     Topless Entertainment

Video/Arcade Games     Third Party Promoters     Security Personnel

Other (specify): \_\_\_\_\_

15. Licensed Outdoor Area:     None     Patio or Deck     Rooftop     Garden/Grounds     Freestanding Covered Structure  
(check all that apply)     Sidewalk Cafe     Other (specify): \_\_\_\_\_

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: Ground Floor

17. List the room number(s) the establishment is located in within the building, if appropriate: \_\_\_\_\_

18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

\_\_\_\_\_

\_\_\_\_\_

Name

Serial Number

21. Does the applicant or licensee own the building in which the establishment is located?  Yes (if YES, SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name: Jennifer Livne

23. Building Owner's Street Address: \_\_\_\_\_

24. City, Town or Village: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

25. Business Telephone Number of Building Owner: \_\_\_\_\_

**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name: Erica Nazarian

27. Representative/Attorney's Street Address: 600 Third Ave. 26<sup>th</sup> Fl.

28. City, Town or Village: New York State: NY Zip Code: 10016

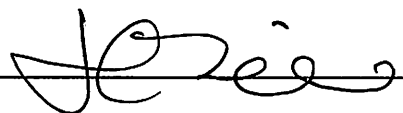
29. Business Telephone Number of Representative/Attorney: 212.683.0238

30. Business E-mail Address of Representative/Attorney: \_\_\_\_\_

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Jennifer Livne Title: owner

Principal Signature: 

# MINUTES

**MINUTES  
BOARD OF TRUSTEES  
AGENDA WORK SESSION  
VILLAGE HALL CONFERENCE ROOM  
222 GRACE CHURCH STREET  
VILLAGE OF PORT CHESTER, NEW YORK  
MEETING HELD AUGUST 2, 2023 AT 6:30 PM**

Meeting was called to order by Deputy Mayor Grangenio-Thomas, followed by the Pledge of Allegiance. Deputy Mayor Grangenio-Thomas welcomed all present.

**PRESENT:**

Trustee	John J. Allen, Jr.	Via Videoconference
Trustee	Juliana C. Alzate	(Left at 07:56 p.m.)
Trustee	Joseph E. Carvin, Jr.	(Left at 07:57 p.m.)
Trustee	Bart A. Didden	
Trustee	Philip Dorazio	
Trustee	Joan Grangenio-Thomas	

**ABSENT:**

Mayor Luis A. Marino

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla  
Attorney, Brian S. Sokoloff  
Attorney, Joel R. Dichter

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO the meeting was declared opened at 06:34 p.m.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen and Deputy Mayor Grangenio-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustee Alzate and Mayor Marino.

**DATE:** August 2, 2023.



Prior to going into an Executive Session, the Board went into a Closed Session for Consultation with Special Counsel and Village Attorney regarding pending litigations and Veolia Water rate case.

**MOTION FOR EXECUTIVE SESSION**

At 07:39 p.m., on motion of TRUSTEE DORAZIO, seconded by TRUSTEE CARVIN the Board adjourned into an executive session to:

Discuss the appointments of prospective candidates to numerous Boards/Commissions

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla

No action was taken in executive session.

At 07:51 p.m., a motion to come out of executive session was made by TRUSTEE DORAZIO, seconded by TRUSTEE CARVIN the Board of Trustees closed the executive session.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

Trustee Didden asked for a motion to combine resolution one to five of the agenda for the purpose of casting one vote for all of the combine resolutions. There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the motion was accepted by the Board of Trustees of the Village of Port Chester, New York.

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangeniois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

## **RESOLUTIONS**

### **RESOLUTION #1**

#### **APPOINTMENT OF POLICE OFFICER**

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

RESOLVED, that STEPHEN ALVAREZ, Westchester County, New York, be and is hereby reinstated as police officer of the Village of Port Chester, New York, effective this date.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangeniois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

**RESOLUTION #2**

**ACCEPTANCE AND APPROVAL OF ALEJANDRO LEYVA  
AS A MEMBER TO THE MELLOR ENGINE & HOSE CO. NO. 3**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE CARVIN, the Board of Trustees accepted the election of ALEJANDRO LEYVA as a member to the MELLOR ENGINE & HOSE CO. NO. 3 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he/she is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenio-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

**RESOLUTION #3**

**LICENSE AGREEMENT TO FACILITATE DEMOLITION PROGRESS FOR  
UNITED HOSPITAL REDEVELOPMENT PROJECT**

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

WHEREAS, Boston Post Road Owner, LLC, an affiliate of Rose Associates Capital Group, LLC. and Bedrock Real Estate Partners LLC. (the "Owner") is the owner of certain real property located at 406-408 Boston Post Road, Port Chester, New York the subject of the United Hospital Redevelopment Project; and

WHEREAS, the owner has retained State Contracting Corp. of NY d/b/a Capital Industries to demolish the existing buildings on the subject premises; and

WHEREAS, the contractor has duly obtained the requisite demolition permits from the village; and

WHEREAS, the contractor sought to demolish the former United Hospital incinerator on the subject premises and has requested that the village provide assistance in accomplishing same in a safe and effective manner by the use of a portion of the adjacent Abendroth Park for a limited time; and

WHEREAS, there are no scheduled recreational activities in this portion of Abendroth Park during this time. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby ratifies the Village Manager’s action in entering into the annexed License Agreement authorizing the demolition contractor’s entry and occupation of a portion of Abendroth Park to establish a Controlled Access Zone for the period July 31, 2023 through at least August 14, 2023 to facilitate demolition progress for the United Hospital Redevelopment Project.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

**RESOLUTION #4**

**INTERMUNICIPAL AGREEMENT WITH COUNTY OF WESTCHESTER REGARDING THE POLICE/YOUTH LEADERSHIP COMMUNITY FORUM**

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

WHEREAS, the Village of Port Chester recently reestablished its Youth Bureau to provide opportunities for the youth; and

WHEREAS, the County of Westchester has informed the Village that the Youth Bureau has been selected to receive an amount not to exceed \$2,415 in funding regarding the Police/Youth Leadership Community Forum; and

WHEREAS, through the Village Manager, the Executive Director recommends that the Village continue participating with the County in this successful program. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into an intermunicipal agreement with the County of Westchester for the Village of Port Chester Youth Bureau to receive grant funding in an amount not to exceed \$2,415 regarding the Police/Youth Leadership Community Forum.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

## **RESOLUTION #5**

### **AWARD FOR THE REQUEST FOR PROPOSALS FOR BOND COUNSEL SERVICES**

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

WHEREAS, the Village of Port Chester advertised for a Request for Proposals (“R.F.P.”) to procure Bond Counsel Services (RFP# 2023-03); and

WHEREAS, the Village received three proposals; and

WHEREAS, through the Village Manager, the Village Treasurer and Village Attorney have interviewed the candidates and recommend that the Village retain the incumbent, the law firm of Orrick Herrington & Sutcliffe, LLP. 51 West 52<sup>nd</sup> Street, New

York, New York 10019, to serve as bond counsel, at the following rates:

Principal Amount Fee

Up to \$99,000	-	\$685
\$100,000 to \$299,000		\$825
\$300,000 to \$599,000		\$935
\$1,000,000 to \$1,999,999- over \$1,000,000		\$1,825 plus 85 cents per \$1,000 on amount
\$2,000,000 to \$2,999.999 over \$2,000,000		\$2,825 plus 75 cents per\$1,000 on amount
\$3,000,000 to \$3,999,999 over \$3,000,000		\$3.875 plus 65 cents per \$1,000 on amount
\$4,000,000 to \$19,999,999 over \$4,000,000.		\$5.215 plus 55 cents per \$1,000 on amount
\$20,000,000 to \$49,999.999 over \$20,000,000		\$14.015 plus 50 cents per \$1,000 on amount
\$50,000,000 and up over \$50,000,000		\$30,000 plus 40 cents per \$1,000 on amount

Plus \$300 for each extra set of closing papers (separate purchasers)

Plus a one-time charge of \$350 for the drafting of any bond resolution (if not previously billed),

Plus \$875 for review of Official Statement

Plus \$350 for Material Events or Continuing Disclosure Certification

Plus \$350 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.

No Incidental Expense Charges.

Now, therefore, be it

RESOLVED, that the award for the Request for Proposals for Bond Counsel Services be made to Orrick Herrington & Sutcliffe, LLP. at the rates hereinbefore stated; and be it further

RESOLVED, that the Village Manager is hereby authorized to enter into a retainer agreement with the law firm with a term to expire on May 31, 2026.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 2, 2023.

## **DISCUSSIONS**

The Board discussed the following items:

### ***Putting in place protocols of decency in board communication***

This discussion item was moved to the August 30 Agenda Work-Session meeting.

### ***Adopt rules regarding personal financial disclosures for assets held in Port Chester that would lead to potential conflicts of interest***

Following a brief discussion the Board agreed to bring this item back to the priorities meeting when it is set.

### ***Form-Based Code - CD-5 CD-6 Committee***

The Board of Trustees discussed the scope of the resolution and selected members of the committee.

The Village Attorney will complete the resolution and distribute the final version to the Board based on the input tonight.

The resolution will appear on the August 7, 2023 Agenda for action by the Board.

### ***Placement requests for anything on Village property***

This discussion item was moved to the August 30 Agenda Work-Session meeting.



***Village Clerk Local Government Records Management Improvement Fund (LGRMIF) Grant Award***

The Village Clerk gave a short presentation on the need for funds in the amount of \$40,000.00 to cover the Document Keying/Indexing and uploading the final product to the Laserfiche.

***New York State Liquor Authority's 500ft. Law Hearing regarding AGM Restaurant Inc.***

After a brief discussion, TRUSTEE DORAZIO, made a motion to approve the Deputy Mayor to submit a letter advising the New York State Liquor Authority that the Village of Port Chester has no objection to the issuance of a liquor license to the applicant, seconded by TRUSTEE DIDDEN, the motion was adopted by the Board of Trustees of the Village of Port Chester, New York.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Allen and Deputy Mayor Grangeniois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustees Carvin, Alzate and Mayor Marino.

**DATE:** August 2, 2023.

***Department heads attending Board of Trustees meetings on a regular basis***

This discussion item was moved to the August 30 Agenda Work-Session meeting.

***On setting a date for a continuation of a priorities meeting***

This discussion item was moved to the August 30 Agenda Work-Session meeting.

***Municipal Roof Repairs***

The Village Manager, Stuart L. Rabin advised the Board that the first bidder has withdrawn his BID and the Board will need to rescind the previously awarded BID and award a new one on Monday. Additionally, the Village Manager stated that the next bidder is more expensive and a budget amendment will have to be made in the approximate amount of \$35,000.00.

**REPORT OF THE VILLAGE MANAGER**

The Village Manager, Stuart L. Rabin presented the Board that with a request for serious consideration to purchase a used Altec/ Freightliner LR7-60E70 tree vehicle.

The Manager stated that it would suit our needs and capable for our department of public works to operate with capable tree trimmers and highway personnel.

The Cost is \$186,000.00 with an additional charge of \$5,600.00 for delivery.

The Board agreed to the purchase of the truck.

## **CORRESPONDENCES**

### ***From the Planning Commission recommending repeal of § 345-405N.(1)(d), and the term Shared Parking Factor***

The Board referred the correspondence to the new Advisory Form-Based Code Study Committee.

### ***From the Taxi Commission regarding amendments to the Village Code Chapter 295 Taxicabs***

The Board invited the Chair of the Board of Taxi Commission to come to the September 5, 2023 Board of Trustees Meeting to present on the requested changes to the Village Code Chapter 295 Taxicabs.

### ***From Kings Capital Construction regarding Waiver for Construction Noise***

The Board referred the correspondence to staff for additional information.

### ***From Sonia Napoli regarding the Taxi Dispatching License from Anaen Goyburu Corporation to ACN Grand Corp.***

The Board referred the correspondence to staff.

### ***Cheryl Geller regarding NAACP Freedom Fund requesting the use of the Port Chester Senior Center***

After a brief discussion, TRUSTEE DIDDEN, made a motion to approve the request by NAACP the use of the Port Chester Senior Center conditional upon all fees be paid, seconded by TRUSTEE DORAZIO, the motion was adopted by the Board of Trustees of the Village of Port Chester, New York.

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Allen and Deputy Mayor Grangeniois-Thomas  
**NOES:** None.  
**RECUSE:** None.  
**ABSENT:** Trustees Carvin, Alzate and Mayor Marino.

**DATE:** August 2, 2023.

**AGENDA – WORK SESSION**

The Board had an opportunity to review the presented agenda items for the August 7, 2023, Board Meetings.

TRUSTEE DIDDEN, made a motion to approve the following agenda for August 7, 2023 as presented below, seconded by TRUSTEE DORAZIO. The motion was adopted by the Board of Trustees of the Village of Port Chester, New York:

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Allen and Deputy Mayor Grangeniois-Thomas  
**NOES:** None.  
**RECUSE:** None.  
**ABSENT:** Trustees Carvin, Alzate and Mayor Marino.

**DATE:** August 2, 2023.

**VILLAGE OF PORT CHESTER  
 BOARD OF TRUSTEES  
Regular Meeting  
 Monday, August 7, 2023 at 7:00 P.M.  
 PROPOSED CLOSED SESSION AT 6:30 P.M. to 7:00 P.M.  
 TOWN OF RYE JUSTICE COURTROOM  
 350 North Main Street  
 Port Chester, New York  
 AGENDA**

	<b>PROPOSED CLOSED SESSION</b>
<b>1</b>	Consultation with the Village Attorney regarding negotiation with Seagrave Fire Apparatus, LLC.
<b>I</b>	<b>CALL TO ORDER / PLEDGE OF ALLEGIANCE</b>
<b>II</b>	<b>AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:</b>
<b>1</b>	Public hearing to solicit public input regarding a request from Neri’s Bakery Products that the Village consider conveying air rights over a portion of the New Broad Street municipal parking lot to enable the

	bakery to expand the 2 <sup>nd</sup> floor of its building over the lot for additional ingredient and material storage
<b>III</b>	<b>PRESENTATION</b>
1	Update by Colliers Engineering on Village of Port Chester Village-Wide Transportation Plan
2	2023-2024 Capital Plan
<b>IV</b>	<b>DISCUSSIONS</b>
1	Port Chester Housing Task Force
<b>V</b>	<b>MINUTES</b>
1	Approval of July 3, 2023, July 17, 2023 and August 2, 2023 minutes
<b>VI</b>	<b>PUBLIC COMMENTS</b>
<b>VII</b>	<b>REPORT OF THE VILLAGE MANAGER</b>
1	
<b>VIII</b>	<b>REPORT OF THE VILLAGE TREASURER</b>
1	Interim Fiscal Year 2022-2023 Summary Budget Report
<b>IX</b>	<b>RESOLUTIONS - CONSENT AGENDA ITEMS</b>
1	Appointment of Leonardo G. Hernandez-Gomez to the Board of Taxi Commissioners
2	From The Mellor Engine & Hose Co. No. 3 on the election of Tyler Aponte to active membership
3	From The Reliance Engine & Hose Co. No. 1 on the election of Michael Lawrence Fratello to active membership
4	From The Reliance Engine & Hose Co. No. 1 on the election of Bobby Samaniego to active membership
5	From The Putnam Engine & Hose Co. No. 2 on the election of Nicholas Latella to active membership
6	From The Fire Patrol & Rescue Co. No. 1 on the election of Julian Silva to active membership
<b>IX</b>	<b>RESOLUTIONS</b>
7	Confirmation and Approval of Lynn S. Brooks Avni as Director of Planning and Economic Development
8	Establishing an Advisory Form-Based Code Study Committee to provide recommended zoning changes to the Board of Trustees
9	Rescinding BID Award 2022-17 for Village of Port Chester Municipal Roof Replacements
10	Budget Amendment Sanitary Sewer - Roof Replacement
11	Awarding BID 2023-01 - Village of Port Chester Municipal Roof Replacements to Cornerstone Restoration Corp.
12	Year-End Budget Amendments - Fiscal Year 2022-2023
13	Fiscal Year 2023-2024 General Fund Budget Amendment – Planning Consultant Services
14	Awarding RFP 2023-08 Planning Consulting Services - CD-5, CD-6 and CD-6T Districts to Cameron Engineering
15	Year-End Budget Transfers - Fiscal Year 2022-23

16	Authorizing Utility Easement for 23 Sylvan Rd. Port Chester, New York
17	<b>Bond Resolutions:</b> A) \$201,000 Purchase of equipment for South End Firehouse B) \$350,450 Police Vehicles C) \$381,500 Fire Chief Vehicles D) \$502,500 Storm Drainage System Improvements E) \$894,500 Computer Equipment & Software F) \$1,238,200 Construction Maintenance Equipment G) \$1,660,075 Reconstruction of Roads H) \$3,015,000 Village Hall Gymnasium and Recreation Center improvements
<b>X</b>	<b>CORRESPONDENCE</b>
1	From The Mellor Engine & Hose Co. No. 3 on the expulsion of Kevin McMinn from membership
2	From The Mellor Engine & Hose Co. No. 3 on the resignation of Arrion Mulligan from active membership
3	From the Knights of Columbus requesting financial assistance for the Columbus Day Parade to be held October 8, 2023
4	From the Knights of Columbus inviting the Mayor and Board of Trustees to participate in the Columbus Day Parade on Sunday, October 8, 2023
<b>XI</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>

Deputy Mayor Grangeniois-Thomas asked for a motion to adjourn the meeting.

On a motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the meeting was adjourned at 09:36 p.m.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Allen and Deputy Mayor Grangeniois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustees Carvin, Alzate and Mayor Marino.

**DATE:** August 2, 2023.

Respectfully submitted,

Janusz R. Richards  
Village Clerk

**MINUTES  
BOARD OF TRUSTEES  
REGULAR MEETING  
TOWN OF RYE JUSTICE COURTROOM  
350 NORTH MAIN STREET  
VILLAGE OF PORT CHESTER, NEW YORK  
MEETING HELD AUGUST 7, 2023 AT 7:00 PM**

Meeting was called to order by Deputy Mayor Joan Grangeniois-Thomas followed by The Pledge of Allegiance. Deputy Mayor Joan Grangeniois-Thomas welcomed all present.

**PRESENT:**

Deputy Mayor Joan Grangeniois-Thomas  
Trustee John J. Allen, Jr.  
Trustee Juliana C. Alzate  
Trustee Joseph E. Carvin, Jr.  
Trustee Bart A. Didden  
Trustee Philip Dorazio

**ABSENT:**

Mayor Luis A. Marino

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla  
Chief Engineer, Angelo V. Sposta

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO the meeting was declared opened at 07:33 p.m.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangeniois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

*At the start of the meeting, Deputy Mayor, Grangeniois-Thomas asked for a minute of silence in memory of Fr. Thomas M. Provenzano. Fr. Tom was currently parochial vicar in the Parish of St. John Bosco in Port Chester NY, and vice director in the Salesian community who passed away peacefully on July 21, 2023. As well as*

*Christopher Ramirez a Port Chester High School graduate who sadly passed away on July 30, 2023.*

**AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION**

**RE:**

**PUBLIC HEARING # 1**

*Public hearing to solicit public input regarding a request from Neri's Bakery Products that the Village consider conveying air rights over a portion of the New Broad Street municipal parking lot to enable the bakery to expand the 2<sup>nd</sup> floor of its building over the lot for additional ingredient and material storage*

The following Public Notices were duly published in the Westmore News on July 7, 2023, certified by Angelina Brescia, Office Manager of the Westmore News

**PUBLIC NOTICE**

PUBLIC NOTICE is hereby given that the Board of Trustees hereby sets a public hearing for August 7, 2023 at 7:00 p.m. or as soon thereafter, at the Town of Rye Justice Court Courtroom, 350 North Main Street, 2<sup>nd</sup> Floor, Port Chester, New York, to solicit public input regarding a request from Neri's Bakery Products that the village consider conveying air rights over a portion of the New Broad Street municipal parking lot to enable the bakery to expand the 2<sup>nd</sup> floor of its building over the lot for additional ingredient and material storage.

/s/ JANUSZ R. RICHARDS  
JANUSZ R. RICHARDS  
Village Clerk  
Village of Port Chester, New York

Dated: July 7, 2023

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the public hearing was declared open.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

***Public Comments***



Mayor Marino asked if there was anyone from the audience who would like to make any public comments.

The public had an opportunity to make public comments.

Mr. Rocco Latella suggested that Mr. Neri build storage over property he already has, and that this space should be used for an elevated parking structure. A parking structure would be of greater use especially with all the new apartments being built.

Mr. Chris Pierro spoke in favor of this project. He suggested the Board of Trustees adopt a local law and let this lead the way for future prospects that could generate money for the Village.

Mr. Dominick Cicatelli spoke in favor of the project. He pointed out that the air rights will be added to the tax roll, that the Village will tax. The bakery has expanded beyond its reach, there are over 400 employees, and ultimately, they need more space.

Mr. George Ford questioned if the appraisal is showing the true value of the parking spaces and their worth to the residents and business owners. And he would like to know why the Village doesn't consider building an elevated parking structure there, similar to Mr. Latella's question. But overall, he is in favor of the Village moving forward.

Attorney, Anthony Tirone, spoke on behalf of his client. He stated that no parking spaces will be removed, in fact they will be covered and lit appropriately. Neri's is covering 100% of the cost for this entire project. He requests that the Board declare lead agency, close the public hearing, and prepare a resolution for this matter.

Trustee Dorazio stated that the consulting and engineering firm that is completing parking studies to find places for parking structures specified that this area would not be feasible, due to easement issues. The Irving Lot request for air rights was denied due to the loss of too many parking spots. Trustee Dorazio is highly in favor of this project.

Trustee Didden has been fighting for parking structures in and around the area, but with his own research finds that it is not feasible.

Trustee Allen agrees with the comments already said. He noted that power lines will be moved underground which is an added benefit. He is in favor of moving forward.

Trustee Alzate agrees with the comments made by the other Trustees.

Deputy Mayor Grangenois-Thomas, in speaking with Mayor Marino, they both are in favor of this project.

Attorney, Aldo Vitagliano noted there was a gain to the parking spaces on the Irving Lot project, not a loss as Trustee Dorazio commented. The Village conveyed land to Neri's Bakery and they have a right to collect back if some of it was needed.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE ALLEN, the public hearing was closed.

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

## **PRESENTATION**

### ***Update by Colliers Engineering on Village of Port Chester Village-Wide Transportation Plan***

Assistant Department Manager for Transportation, Richard G. D’Andrea, P.E., PTOE, updated the Board on progress of the Transportation Master Plan that Colliers Engineering is working on for the Village of Port Chester.

**Village of Port Chester  
Transportation  
Master Plan**

**July 20, 2023**  
Board of Trustees, Village of Port Chester  
Colliers Engineer & Design

Colliers Engineering & Design

Accelerating success.

# Agenda

- 1 Study Purpose & Scope
- 2 Data Collection & Traffic Analysis
- 3 Key Initial Findings
- 4 Recommended Improvements/Key Intersections
- 5 Approximate Cost & Implementation

Village of Port Chester Transportation Master Plan

## Project Purpose & Scope

## Project Purpose & Scope

# Form Based Code SEQRA Findings Statement

*Lead Agency Finding C: The Board of Trustees Lead Agency finds that the adoption of the Proposed Action will not have a significant adverse impact on transportation resources or the transportation network. Future site-specific development will be required to adhere to the proposed amended zoning code's form-based standards which are intended to enhance community character and improve visual resources in the Village of Port Chester. Although the Traffic Study concluded that several approaches continued to have LOS E and LOS F based on the 20-year build-out analysis, the approach agreed upon with the NYSDOT was to ensure that all future development projects contributed to their "fair share" of cumulative impacts on the transportation network in accordance with the Fair Share Contribution Traffic Mitigation (Appendix D of the FGEIS). Further examination of site-specific impacts of a project on the transportation network will also be a component of any future site-specific SEQRA review. Regarding other elements of the transportation network including transit, pedestrians, and bicycles and parking, no significant changes in these facilities will result from the Proposed Action. Further examination of site-specific impacts of a project on these other elements of the transportation network will also be a component of any future site-specific SEQRA review.*

Village of Port Chester Transportation Master Plan

## Project Purpose & Scope

# Project Scope

- Create a Transportation Master Plan as required by the FGEIS Findings Statement
- Facilitate a "Fair Share Contribution" approach funding of necessary traffic improvements
- Identify and analyze targeted roadways and intersections throughout the Village it identify improvements
- Identify projected costs for recommended improvements
- Downtown Adaptive Traffic Signal Control a priority
- Assure a balanced Village transportation system for all modalities – pedestrians, bicyclist, public transit.

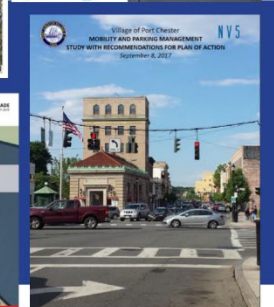
Village of Port Chester Transportation Master Plan

# Village of Port Chester Transportation Master Plan Data Collection & Traffic Analysis

Village of Port Chester Transportation Master Plan

## Data Collection & Traffic Analysis Review of Previous Village Studies

- Form Based Code – GEIS
- 2017 Mobility and Parking Study
- 2019 Downtown Streetscape and Waterfront Design Study
- Pedestrian Safety Improvements Project
- 2022 Midland Avenue Corridor Traffic Study
- 2022 Village Parking Study
- Project specific studies



Village of Port Chester Transportation Master Plan

Source: Various Village of Port Chester Studies



## Data Collection & Traffic Analysis Proposed Village Developments

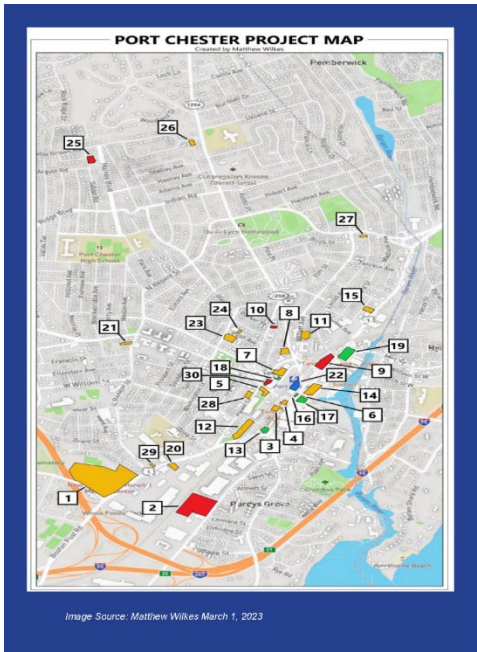


Image Source: Matthew Wilkes March 1, 2023

- 30 projects as of March 1, 2023
- 19 projects approved and 5 commenced
- Large projects approved/commenced
  - United Hospital Redevelopment
  - The Complex
  - 2-16 South Main Street
  - 140-150 Westchester Avenue
  - 44 Broad Street
  - 208-216 King Street
  - 229 Willett Avenue
  - Station Lofts
  - 108 South Main Street
  - 27-45 North Main & 28 Adee Street
  - 30 Broad Street
  - Tarry Lighthouse

Village of Port Chester Transportation Master Plan

## Data Collection & Traffic Analysis Field Survey

- Field observations of approximately 40 intersections
- Traffic Volume data collection to confirm available historical data



Village of Port Chester Transportation Master Plan

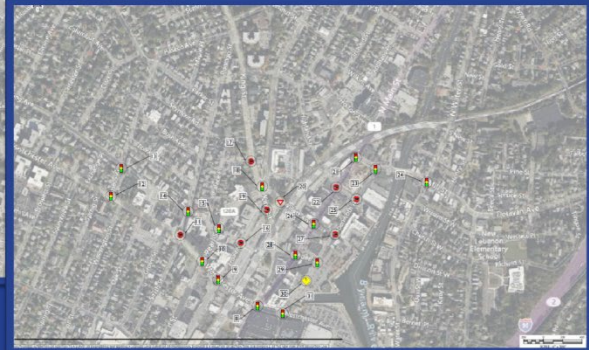


Source: Google Maps and Colliers Engineering & Design

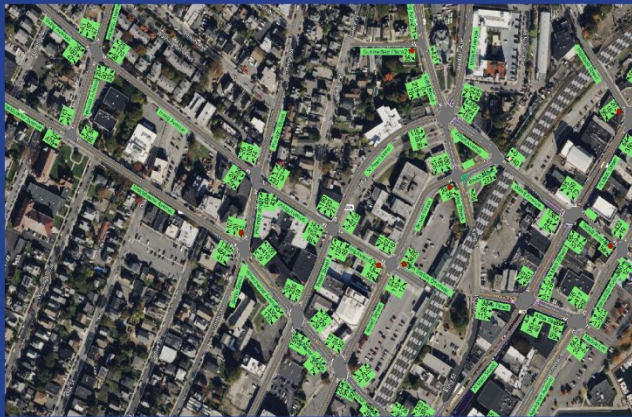
## Data Collection & Traffic Analysis Study Area Intersections



Village of Port Chester Transportation Master Plan



## Data Collection & Traffic Analysis Capacity Analysis



Source: Colliers Engineering & Design

- Capacity Analysis of over 30 intersections
- Existing and future conditions traffic analysis
- Analysis of over 25 key signalized intersections

Village of Port Chester Transportation Master Plan



## Village of Port Chester Transportation Master Plan

# Key Initial Findings

Village of Port Chester Transportation Master Plan

## Key Initial Findings Summary

- Route 1 Corridor limited ability to increase capacity
- Pedestrian accommodations a key focus
- Provide off-street parking convenient to commercial uses
- Mill Street from Main Street to Abendroth Avenue and into Greenwich a problematic corridor
- NYSDOT should be involved early in approval process of any project on or proximate to U.S. Route 1

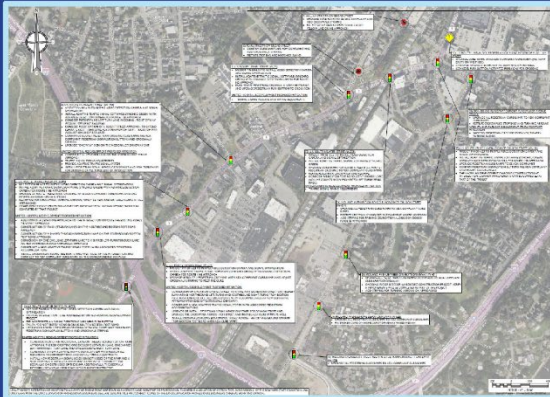
Village of Port Chester Transportation Master Plan



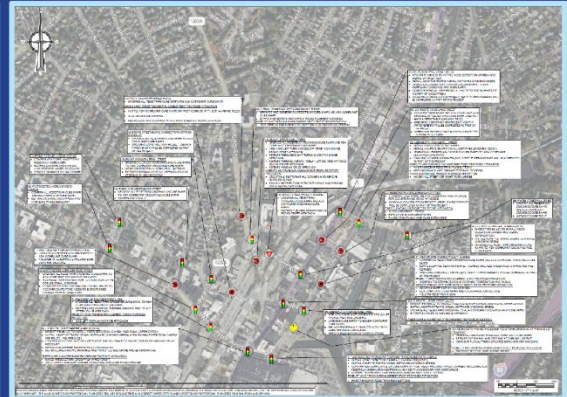
## Village of Port Chester Transportation Master Plan

# Recommended Improvements

## Recommended Improvements Initial Recommendations Plan

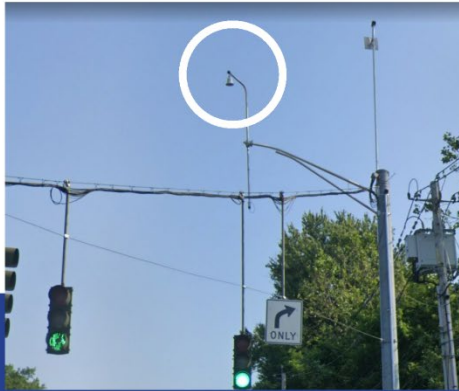


Village of Port Chester Transportation Master Plan

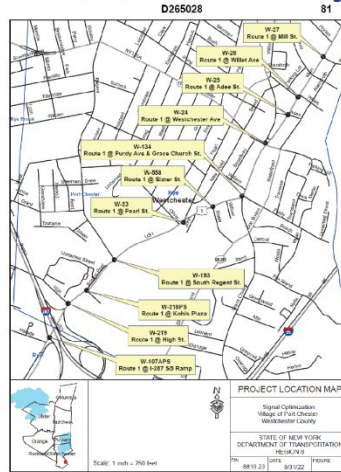


Source: Google Maps and Colliers Engineering & Design

# Recommended Improvements NYSDOT Signal Optimization Project



Village of Port Chester Transportation Master Plan



NYSDOT to install Video Detection Camera and Signal Optimization 11 locations along Route 1 within the Village

Initial step towards full Adaptive Traffic Signal Control

# Recommended Improvements NYSDOT Signal Optimization Project

- \$1.15 million contract
- Letting date June 1, 2023, Expected Completion 2023
- Total of 32 signals, 11 within Village of Port Chester along Route 1

Tuesday, August 1, 2023 **\*\* NEW YORK STATE DEPARTMENT OF TRANSPORTATION \*\*** STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) for REGION 08 Page 49 of 86

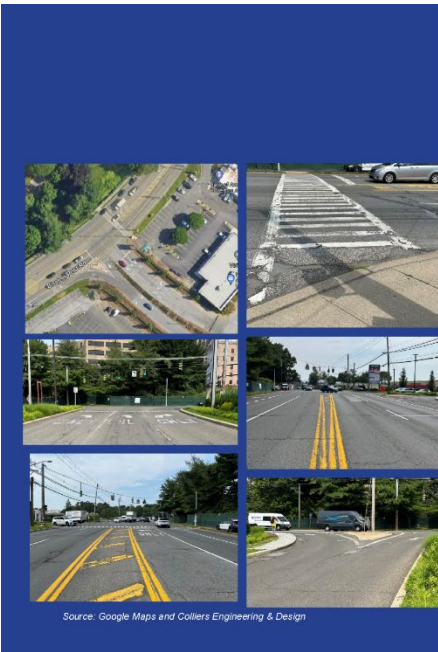
AGENCY PIN	PROJECT DESCRIPTION	FUND SOURCES	FFY	TOTAL 4-YEAR PROGRAM in millions of dollars	PHASE	4-YEAR PROGRAM (FFY) Starting October 01, 2022			
						FFY 2023	FFY 2024	FFY 2025	FFY 2026
NYSDOT 881619	SYSTEM REPAIR. PROJECT WILL REPAIR OR REHABILITATE HIGHWAY INFRASTRUCTURE ELEMENTS THAT ARE BEYOND THE MEANS OF THE DEPARTMENTS MAINTENANCE FORCES SUCH AS RETAINING WALLS ON FEDERAL AID ELIGIBLE STATE HIGHWAYS IN COLUMBIA, DUTCHESS, ORANGE, PUTNAM, ROCKLAND, ULSTER, AND WESTCHESTER COUNTIES.	NHPP 2026 NFA 2026		0.160 0.040	PRELDES PRELDES				0.160 0.040
AQC-A1Z	MULTI	TPC : \$2.34 M		TOTAL 4-YR COST :		0.000	0.000	0.000	0.200
NYSDOT 881623	SIGNAL OPTIMIZATION TO IMPROVE AIR QUALITY. THIS PROJECT WILL INSTALL NEW WIRELESS DETECTION SYSTEMS FOR SIGNAL SYSTEMS ALONG ROUTE 52 IN THE TOWN OF CARMEL, PUTNAM COUNTY, AND US ROUTE 1 IN THE TOWN OF EYE, VILLAGE OF FORT CHESTER, ROUTE 22 IN THE TOWN OF EASTCHESTER AND THE TOWN AND VILLAGE OF SCARSDALE, ROUTE 9A IN THE TOWN OF GREENBURGH, AND ROUTE 100 IN THE TOWN OF GREENBURGH IN WESTCHESTER COUNTY.	NHPP 2023 NFA 2023 NHPP 2023 NFA 2023 STBG FLEX 2023 NFA 2023 STBG FLEX 2023 NFA 2023		0.090 0.023 0.400 0.150 0.030 0.008 0.200 0.050	CONINSP CONINSP CONST CONST CONINSP CONINSP CONST CONST	0.090 0.023 0.600 0.150 0.030 0.008 0.200 0.050			
AQC-D0P	MULTI	TPC : \$0.6-\$1.5 M		TOTAL 4-YR COST :		1.151	0.000	0.000	0.000

Source: NYSDOT STIP (August 1, 2023)

Village of Port Chester Transportation Master Plan



## Recommended Improvements - Key Intersections U.S. Route 1/Kohl's Plaza



Source: Google Maps and Colliers Engineering & Design

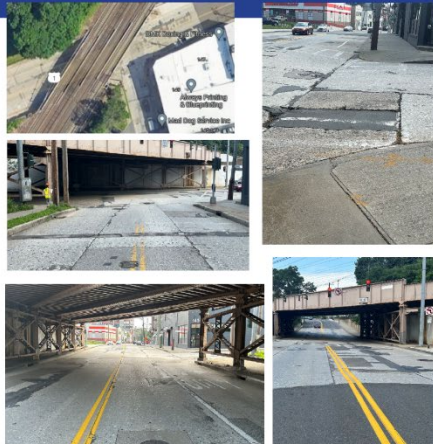
- Install Adaptive Traffic Signal Software
- Upgrade Route 1 pedestrian crossing with ADA compliant curb ramps and pedestrian signals/push buttons
- Restriping for crosswalk, lane arrow markings, "ONLY" letters and hatched island at all approaches

### United Hospital Redevelopment Proposed Mitigation

- Addition of a departing approach to the intersection opposite the existing Kohl's driveway approach
- Construction of two left-turn lanes on the northbound Boston Post Road Approach
- Construction of a shared through/right-turn lane on the southbound Boston Post Road approach
- Conversion of one exclusive left-turn lane to a shared left-turn/through lane on the westbound Kohl's Driveway approach
- Construct a new adaptive traffic signal system with associated pedestrian accommodations
- Install crosswalks along the north and west sides of the intersection and connect to ADA compliant curb ramps on the corresponding sidewalk

Village of Port Chester Transportation Master Plan

## Recommended Improvements - Key Intersections U.S. Route 1/Slater Street



Source: Google Maps and Colliers Engineering & Design

- Install Adaptive Traffic Signal Software
- Upgrade curb ramps for Slater Street & U.S. Route 1 pedestrian crossing to ADA compliant curb ramps
- Repave pedestrian crosswalk and restripe.
- Consider methods to reinforce WB Boston Post Road left turn prohibition

### United Hospital Redevelopment Proposed Mitigation

- Traffic signal timing adjustments

Village of Port Chester Transportation Master Plan

## Recommended Improvements - Key Intersections U.S. Route 1/Purdy Avenue/Grace Church Street



- NYSDOT PIN 8816.23 to install Video Detection Camera and Signal Optimization
- Install Adaptive Traffic Signal Software (Synchro Green) with Advance Detection Camera for Route 1 SB Approach
- Upgrade pedestrian curb ramps to be ADA compliant
- Confirm pedestrian signals/push buttons are ADA compliant and modify accordingly
- The Magellan development ongoing construction at intersection, confirm improvements can be completed as part of the Project

Source: Google Maps and Colliers Engineering & Design

Village of Port Chester Transportation Master Plan

### ***2023-2024 Capital Plan***

Village Manager, Stuart Rabin gave the following presentation on 2023-2024 Capital Plan.



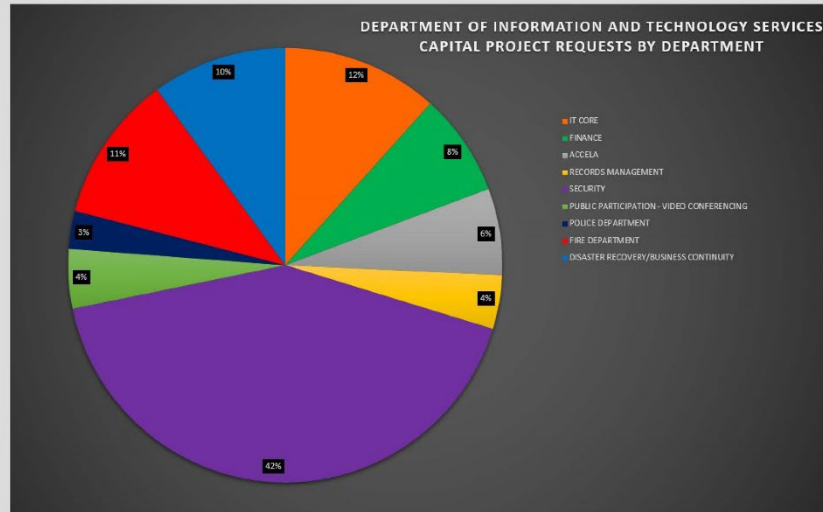
## CAPITAL PLANNING: AN OVERVIEW

1. Determine Needs
  - Ask Department Heads/ Engineers for their input.
2. Estimate Project Costs
  - Department Heads secure updated estimates/ quotes for requested capital budget preparation.
3. Discuss Recommended Projects
  - Review requested projects and determine the needs and benefits to implementing the improvement: operations, quality of life, response, safety, environmental.
4. Estimate Total Cost
  - Estimate total cost of all requested projects and funding sources including soft costs, financing costs, and supply chain issues affecting final delivery costs & fees (additional contingencies).

## ITEMS TO KEEP IN MIND

- Not all communities follow the exact same process. A proprietary process will depend on community size, Manager/ Administrator preference, experienced municipal financial staff/ consultants, established board policies and requests.
- Bonded funds can only be used for the specific projects in the bond resolutions. Remaining bond fund must be used for debt service.
- Develop a process that suits your community's needs.
- Get assistance from staff and consultants as needed.
- Keep informed of progress of capital projects moving forward.
- Periodically review all capital projects to see if they can be closed out or may need additional funding.
- Fund balance may play a large role in determining funding sources.

# IT SERVICES



## IT SERVICES: \$1,303,500

### VOICE & DATA SYSTEMS: \$281,500

- Accela Citizens Portal
- Edmunds GOVTech Phase 2: Payroll Integration
- Fire Department Inventory Module

### COMPUTER EQUIPMENT & SECURITY UPGRADES: \$1,303,500

- First Floor (Village Hall) Main/ Interior Office Doors
- Second Floor (Village Hall) Main/ Interior Office Doors
- DPW/ Fuel Depot Cameras
- North Main Street Pump Station
- Abendroth Park
- Lyon Park
- Columbus Park
- South End Fire House (Grace Church Street)
- Brooksville Fire House (Willett Avenue)
- Pole Cameras





## DEPARTMENT OF PUBLIC WORKS: \$1,508,200

### MINI REARLOADER 10 YARD GARBAGE TRUCK (2): \$586,000

- Smaller model of truck compared to those being replaced
- Navigates tighter village streets better
- Drivers are not required to have a CDL



### FREIGHTLINER SINGLE AXEL 4X4 WORK TRUCK (2): \$652,200

- Replaces two (2) end of life vehicles (1984/ 1995)
- Automatic transmission

### PROLINE H800 ROTARY MOWER: \$45,000 (INTERFUND TRANSFER)

- Collects 3 acres of material per hour
- Lessens the number of employees detailed to mow village parks & playing fields
- Lessens the up time of leaf blowers for cleanup due to the extra larger hopper
- Equipped with optional mulching kit to permit "mulching in place" of fallen leaves



### THERMOLAZER PROMELT TRAFFIC PAINT STRIPER: \$30,000 (INTERFUND TRANSFER)

- Replaces the conventional ultra-temporary traffic paint options the village has utilized
- Identical equipment deployed by county and state organizations to line their streets and crosswalks

## DEPARTMENT OF PUBLIC WORKS: CONT.

### Pre-Owned 2020 ALTEC LR7-60E70 FORRESTRY FREITLINER: \$195,000 (INTERFUND TRANSFER)

- 22,540 Miles
- 3,700 Hours
- 75 Ft Bucket Reach
- Includes all Up-To-Date operating certifications



## 2023 VILLAGE PAVING PROGRAM: \$2,105,500

### PAVEMENT RESTORATION

- Cottage Ave: Grace Church Street to Midland
- Merritt Ave: Westchester to W. William
- Pine Place: Parkway to Poplar
- Hawley Ave: King to Munson
- Hawley Ave: Munson to W. Glen
- Sherman St: S. Regent to Grandview
- Inwood Ave: Sherman to Dead End
- Rectory St.: N. Main to Willett
- Spring St.: Westchester to William
- Breckenridge Ave.: Irving to Irenhy
- Webber Drive
- Beech Street Parking Lot

### ADDITIONAL OPERATIONAL COSTS:

- Mobilization & General Construction (max 3% of the total bid)
- General sedimentation and erosion control
- Maintenance and traffic control
- Furnish and install four (4) catch basins and drains
- Full depth repair of existing asphalt pavement
- Concrete curbing
- Asphalt curbing
- Miscellaneous milling and paving
- Raising/ adjusting manhole frames (as needed)
- Furnish and install NEW manhole frames and covers (as needed)
- Final Restoration
- Contingency (10% of subtotal)

### AVAILABLE FUNDING THROUGH CHIPS: \$445,425

- Consolidated Local Street and Highway Improvement Program



## POLICE DEPARTMENT: \$368,450

### BLACK CAT II+ UNMARKED SPEEDBOX (2): \$18,000

- Solar powered speed boxes
- Valuable in diagnosing constituent complaints related to neighborhood traffic concerns
- Provides traffic data for police studies of intersections and motorist behavior
- Easily relocated around the village on an as need basis.

### MARKED PATROL VEHICLE (1): \$121,800

- Includes all emergency and technology packages

### MARKED K-9 VEHICLE: \$127,300

- Includes all emergency and technology packages

### UNMARKED DETECTIVE VEHICLE (1): \$101,350

- Includes all emergency and technology packages





## FIRE DEPARTMENT GEAR AT A GLANCE

**Minimum gear weight: 63.5 lbs**

- Self-contained breathing apparatus: 31.2 lbs
- Coat: 7.8 lbs
- Pants: 9.2 lbs
- Helmet: 4 lbs
- Hood: .5 lbs
- Gloves: 1 lb
- Boots: 7 lbs

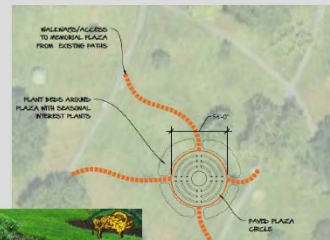
**Not pictured:**  
 Fatigue shirt: .8 lbs  
 Fatigue pants: 1.4 lbs



## STORMWATER INFRASTRUCTURE: \$502,500

### STORMWATER INFRASTRUCTURE IMPROVEMENTS

- Mitigation of village-wide stormwater issues
- Previously operated utilizing pre-established capital funding
- Maintenance and repair of infrastructure including but are not limited to:
  - ✓ Catch Basins
  - ✓ Piping
  - ✓ Bulkley Drain (Continued Maintenance & Improvements)
  - ✓ Rain Gardens
  - ✓ Stormwater Runoff
  - ✓ Detention Basins
  - ✓ Reservoirs





## RECREATION & PARKS: \$0.00

### COLUMBUS PARK SPRAY PARK REFURBISHMENT: \$20,000

- Replacing valves, nozzles, wiring, and sensors
- Utilize Fees In Lieu Of Park

### COLUMBUS PARK SWING REPLACEMENT: \$76,300

- Two-bay swing with (2) belt seats and (2) tot seats, and tire swing
- Funding remains available through NYS SAM Grant money secured through Senator Shelly Mayer's Office

### COLUMBUS PARK BASKETBALL COURT REFURBISHMENT: \$50,000

- Financing and installation of Gopher Goals through fundraising (The Over Under Initiative)
- Resurfacing of court surface
- Restriping of play surfaces
- Utilize Fees In Lieu Of Park for resurfacing and striping expenditures

### LYON PARK BATHROOM: \$211,000

- Park System Bathroom Capital Project Adopted 2017/18
- 2 out of 3 projects completed:
  - ✓ Joseph Curtis Recreation Park
  - ✓ Edgewood Park
  - ☐ John Lyon Park
- Funding from 2017/18 project to be used for pre-caste bathroom purchase



## VILLAGE HALL GYM REFURBISHMENT: \$3,015,000

### GENERAL CONDITIONS: \$270,000

- Insurance Bonds: \$50,000
- Mobilization: \$20,000
- Project Management: \$200,000

### DEMOLITION: \$190,000

- Demolition: \$50,000
- Clear Space: \$10,000
- Disposal: \$200,000
- Asbestos & Lead Contingency: \$100,000

### GYM SPACE (60 FT X 50 FT): \$780,000

- Exterior Wall: \$100,000
- Interior Space: \$630,000
- Sprinklers: \$50,000

### BATHROOMS: \$380,000

- Men's Room: \$180,000
- Ladies Room: \$200,000
- Sprinklers: \$50,000

### KITCHEN: \$92,000

- Rehab Space: \$40,000
- Appliances: \$12,000
- Cabinets: \$25,000
- Finishes: \$15,000

### FURNITURE & EQUIPMENT: \$92,000

- Furniture: \$20,000
- Media Equipment: \$20,000
- Athletic Equipment: \$220,000
- Misc.: \$10,000



### DELAWARE ENGINEERING PROJECTIONS

- 2023 Cost Subtotal: \$1,762,000
- 2025 Construction Cost subtotal (+8% Year Over Year): \$2,055,000
- Contingency (20%): \$411,000
- Engineering (15%): \$308,250
- Bonds: \$6,000
- Project Cost: \$2,780,250

## TENTATIVE CAPITAL TOTALS

TOTAL BONDS/ BANS  
\$8,243,225

TOTAL INTERFUND TRANSFER  
\$773,390

TOTAL NEW YORK STATE FUNDING  
\$445,425

TOTAL FEDERAL GOVERNMENT FUNDING  
\$131,610

GRAND TOTAL ALL FUNDING  
\$9,590,650

## **DISCUSSIONS**

### **Add-on Resolution**

Following the Discussion section of the meeting, Trustee Didden, asked for a motion to add-on a Resolution number 18 appointing members of the Port Chester Housing Task Force.

There being no objection TRUSTEE DIDDEN, made a motion, seconded by TRUSTEE DORAZIO, for such a resolutions to be added to tonight's agenda, which received the unanimous vote of all those present.

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

The resolution will be voted on during the "Resolutions" portion of the Agenda.

## **MINUTES**

***Approval of July 3, 2023, July 17, 2023 and August 2, 2023 minutes***

TRUSTEE DIDDEN made a motion to approve the minutes of July 3, 2023, July 17, 2023 and August 2, 2023, seconded by TRUSTEE CARVIN, The Board of Trustees accepted the minutes of July 3, 2023, July 17, 2023 and August 2, 2023.

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

## **PUBLIC COMMENTS**

Mayor Marino asked if there was anyone from the audience who would like to make any public comments.

[Comments were made by several members of the public.](#)

## **REPORT OF THE VILLAGE MANAGER**

The Village Manager started out by providing an update to the Board, relative to a public comment made by a resident. He explained the situation along Lyon Park with ConEdison from the Village's perspective. The end result is, ConEd will present the Village with a landscape plan with how they will screen the material, and if that is not sufficient the material will be moved. He thanked the Fire Department and Police Department for their response to the accident that took place on Purdy Avenue, the fence has been repaired by DPW. National Night Out was a huge success for the Police Department. Phase 2 of the Bulk Head Project is moving along, it is expected for Phase 2 to be complete by the end of 2023 and Phase 3 could start as soon as January 2024. The Manager provided some staffing updates. Shelley Mayer as officially moved out of Village Hall.

## **REPORT OF THE VILLAGE TREASURER**

### ***Interim Fiscal Year 2022-2023 Summary Budget Report***

Village Treasurer, Anthony Siligato gave a short presentation General Fund Summary Budget Report for Fiscal Year 2022-2023.

As well as the Fiscal Year June 1, 2022 Thru May 31, 2023 Interim Year End General Fund Budget Summary Report (Unaudited - Subject To Adjustment)





Report of the Village Treasurer  
 General Fund Summary Budget Report  
 Fiscal Year 2022-2023

August 7, 2023  
 Board of Trustees Meeting

Anthony Siligato  
 Village Treasurer

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## Summary of FY 2022-23 Line Item Material Operating Budget Drivers

<u>Actual Revenue</u> <u>Incr/(Dcr) v Prior FY:</u>		<u>Actual Expenditure</u> <u>Incr/(Dcr) v Prior FY:</u>	
Interest Income +4,688%	\$609,155	Transfers to Capital +1647%	\$2,224,050
Sales Tax +7.0%	\$535,300	Labor Cost / Payroll +8.3%	\$1,368,250
Parking Meter Fees +14.7%	\$167,975	Health Insur./Med +13%	\$684,240
Fire Inspection Fees +24.9%	\$73,600	Vehicle & Equipment Fuel +46%	\$137,400
Building Permits +4.3%	\$63,550	Engineering +61.4%	\$116,675
Street Opening Permits (39%)	(\$108,800)	Elections (100%)	(\$120,000)
Court Fines & Fees (28.5%)	(\$372,970)	Debt Service-Prin. & Int. (4.6%)	(\$299,825)
		NYS ERS / PFRS (14.4%)	(\$494,075)

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## **Summary Operating Results FY 2022-23 General Fund (Unaudited / Subject to Adjustment)**

<b>FY 2022-23 (Revenues)</b>	<b>\$51,930,986</b>
<b>FY 2022-23 (Expenditures)</b>	<b>\$47,731,810</b>
<b>Net Change in Fund Bal. (Equity)</b>	<b>+ \$4,199,176</b>
<b>Adj. (Restricted Parking Funds)</b>	<b>(\$1,100,026)</b>
<b>Adj. (Restricted Wks. Comp Funds)</b>	<b>(\$372,470)</b>
<b>Adjusted Net Change in Fund Bal.</b>	<b><u>+ \$2,726,680</u></b>

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## **Questions & Comments**

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**VILLAGE OF PORT CHESTER**  
**FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023**  
**INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	FY JUNE 1, 2022 THRU MAY 31, 2023				AVAIL BAL	% v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22	% var
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED						
<b>REVENUES:</b>											
001.0001.1001	REAL PROPERTY TAXES	29,695,790.00	29,695,790.00	29,567,220.95	-	128,569.05	99.57%	28,313,870.87	28,130,863.95	4.4%	
001.0001.1081	P I L O T	290,000.00	290,000.00	296,541.52	-	(6,541.52)	102.26%	510,602.54	801,740.69	-41.9%	
001.0001.1088	SDWLK BETTERMENT PROG-PH 2	-	-	-	-	-	-	14,610.00	15,099.00	-100.0%	
001.0001.1090	INT & PEN - REAL PROP TAX	25,000.00	25,000.00	13,575.04	-	11,424.96	54.30%	33,900.15	40,765.93	-60.0%	
001.0001.1120	SALES TAX	6,475,000.00	6,475,000.00	8,182,580.00	-	(1,707,580.00)	126.37%	7,647,281.00	6,887,368.00	7.0%	
001.0001.1128	GROSS RECEIPTS - ELECTRIC & GAS	365,000.00	365,000.00	452,729.97	-	(87,729.97)	124.04%	410,927.54	365,631.39	10.2%	
001.0001.1129	GROSS RECEIPTS - TELEPHONE	20,000.00	20,000.00	24,106.49	-	(4,106.49)	120.53%	17,299.47	21,765.72	39.3%	
001.0001.1130	GROSS RECEIPTS - WATER	65,000.00	65,000.00	72,637.88	-	(7,637.88)	111.75%	68,673.04	66,748.72	5.8%	
001.0001.1131	GROSS RECEIPTS - CABLE TV	450,000.00	450,000.00	393,098.45	-	56,901.55	87.36%	438,348.25	449,083.83	-10.3%	
001.0001.1260	REGISTRAR OF VITAL STATISTICS	11,000.00	11,000.00	15,846.00	-	(4,846.00)	144.05%	15,795.00	14,977.00	0.3%	
001.0001.1520	POLICE REPORT FEES	35,000.00	35,000.00	69,045.00	-	(34,045.00)	197.27%	43,325.00	39,180.00	59.4%	
001.0001.1522	PRISONER TRANSPORT REIMB - WEST. CTY.	5,000.00	5,000.00	26,512.94	-	(21,512.94)	530.26%	12,380.80	4,650.97	114.1%	
001.0001.1524	D W I REIMBURSEMENT - WEST. CTY.	12,500.00	12,500.00	5,424.60	-	7,075.40	43.40%	6,512.13	4,523.00	-16.7%	
001.0001.1525	TOWING & ABANDONED VEHICLE CHG	-	-	-	-	-	-	-	5,580.00	-	
001.0001.1526	SCOFFLAW ADMINISTRATION FEES-LICENSE FEE	-	-	-	-	-	-	150.00	150.00	-100.0%	
001.0001.1540	FIRE INSPECTION FEES	225,000.00	225,000.00	369,320.00	-	(144,320.00)	164.14%	295,721.00	180,150.00	24.9%	
001.0001.1550	PUBLIC POUND CHARGES/DOG CONTROL FEES	-	-	-	-	-	-	250.00	290.00	-100.0%	
001.0001.1561	SAFETY INSPECTION/SEARCHES	75,000.00	75,000.00	72,600.00	-	2,400.00	96.80%	85,120.00	80,800.00	-14.7%	
001.0001.1589	OTHER PUB SAFETY INC FR DEVELOPER	-	-	-	-	-	-	82,100.00	-	-100.0%	
001.0001.1710	PUBLIC WORKS SERVICES	-	-	455.00	-	(455.00)	-	560.00	4,966.66	-18.8%	
001.0001.1711	FOOD SCRAP PROGRAM KITS	-	-	94.00	-	(94.00)	-	374.00	528.00	-74.9%	
001.0001.1740	PARKING METER FEES	1,000,000.00	1,000,000.00	1,308,995.71	-	(308,995.71)	130.90%	1,141,019.30	858,962.75	14.7%	
001.0001.1741	DECAL FEES	100,000.00	100,000.00	121,220.00	-	(21,220.00)	121.22%	112,200.00	123,750.00	8.0%	
001.0001.2002	ADULT RECREATION PROGRAMS	500.00	500.00	3,230.00	-	(2,730.00)	646.00%	-	-	100.0%	
001.0001.2004	INSTRUCTIONAL RECREATION PROGRAMS	9,500.00	9,500.00	11,317.50	-	(1,817.50)	119.13%	9,940.00	4,725.00	13.9%	
001.0001.2005	BOCCE PROGRAM	600.00	600.00	800.00	-	(200.00)	133.33%	900.00	700.00	-11.1%	
001.0001.2008	DAY CAMP PROGRAM	70,000.00	70,000.00	63,369.00	-	6,631.00	90.53%	54,650.00	-	16.0%	
001.0001.2009	CUB CAMP PROGRAM	10,000.00	10,000.00	7,679.80	-	2,320.20	76.80%	10,700.00	-	-28.2%	
001.0001.2011	PARK RENTAL FEES	20,000.00	20,000.00	34,359.65	-	(14,359.65)	171.80%	38,400.50	36,070.00	-10.5%	
001.0001.2012	SR CTR MEMBERSHIP FEES - NON RESIDENT	1,000.00	1,000.00	630.00	-	370.00	63.00%	300.00	-	110.0%	
001.0001.2014	SOCCER PROGRAM	26,000.00	26,000.00	14,043.42	-	11,956.58	54.01%	5,652.66	-	148.4%	
001.0001.2019	IIIC-1 LOCAL NUTRITION CONTRIBUTION	10,000.00	10,000.00	18,457.00	-	(8,457.00)	184.57%	15,364.00	14,738.00	20.1%	
001.0001.2020	IIIC-2 LOCAL NUTRITION CONTRIBUTION	1,200.00	1,200.00	1,746.00	-	(546.00)	145.50%	2,148.00	976.00	-18.7%	

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	FY JUNE 1, 2022 THRU MAY 31, 2023				2021/22 ACTUAL		2020/21 ACTUAL		% var
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL	% v Bgt			FY 21/22
001.0001.2021	IIIB - LOCAL NUTRITION CONTRIBUTION	350.00	350.00	979.50	-	(629.50)	279.86%	549.50	308.00	78.3%
001.0001.2022	WIN - LOCAL NUTRITION CONTRIBUTION	2,000.00	2,000.00	9,266.00	-	(7,266.00)	463.30%	5,131.00	1,855.00	80.6%
001.0001.2023	SENIOR PROGRAMS CONTRIBUTION	-	-	9,513.13	-	(9,513.13)	-	-	-	100.0%
001.0001.2040	MARINA CHARGES	40,000.00	40,000.00	43,078.00	-	(3,078.00)	107.70%	41,795.00	49,001.00	3.1%
001.0001.2110	BOARD OF APPEALS	7,500.00	7,500.00	3,800.00	-	3,700.00	50.67%	15,700.00	30,200.00	-75.8%
001.0001.2111	SPEC EXCEPTION USE	5,000.00	5,000.00	4,750.00	-	250.00	95.00%	2,100.00	1,200.00	126.2%
001.0001.2112	SUBDIVISION/LOT LINE ADJUSTMENT	5,000.00	5,000.00	-	-	5,000.00	0.00%	-	8,000.00	-
001.0001.2113	SITE APPLICATIONS	30,000.00	30,000.00	65,100.00	-	(35,100.00)	217.00%	77,081.00	90,305.10	-15.5%
001.0001.2114	MAP CHANGE	3,000.00	3,000.00	-	-	3,000.00	0.00%	3,500.00	9,000.00	-100.0%
001.0001.2121	ELIGIBLE FACILITIES FEES	3,500.00	3,500.00	12,700.00	-	(9,200.00)	362.86%	10,500.00	5,700.00	21.0%
001.0001.2130	REFUSE & GARBAGE CHARGES	10,000.00	10,000.00	2,370.00	-	7,630.00	23.70%	3,974.00	11,260.00	-40.4%
001.0001.2132	GREEN WASTE TIP FEES	200,000.00	200,000.00	193,980.93	-	6,019.07	96.99%	181,447.18	218,110.76	6.9%
001.0001.2165	ETPA CHARGES	7,500.00	7,500.00	7,380.00	-	120.00	98.40%	7,400.00	7,420.00	-0.3%
001.0001.2540	BINGO/RECEIPTS	300.00	300.00	-	-	300.00	0.00%	-	-	-
001.0001.2589	MISC DOCUMENT COPY FEES	25.00	25.00	108.00	-	(83.00)	432.00%	141.40	148.29	-23.6%
001.0001.2601	FALSE ALARM CHARGES	10,000.00	10,000.00	20,970.00	-	(10,970.00)	209.70%	13,930.00	24,050.00	50.5%
001.0001.2250	RYE TOWN COURT SECURITY (PD)	-	-	14,694.49	-	(14,694.49)	-	-	-	100.0%
001.0001.2262	FIRE PROTECTION/RYE BROOK	680,000.00	680,000.00	680,000.00	-	-	100.00%	666,249.99	652,500.00	2.1%
001.0001.2302	SNOW REMOVAL - WEST. CTY.	5,000.00	5,000.00	11,341.69	-	(6,341.69)	226.83%	40,867.00	10,901.00	-72.2%
001.0001.2303	SNOW REMOVAL - NY STATE	20,000.00	20,000.00	26,106.74	-	(6,106.74)	130.53%	26,106.74	197,156.52	0.0%
001.0001.2304	GASOLINE-OTHER GOVERNMENT	20,000.00	20,000.00	17,245.65	-	2,754.35	86.23%	19,299.84	15,064.74	-10.6%
001.0001.2305	DIESEL-OTHER GOVERNMENT	5,000.00	5,000.00	6,684.35	-	(1,684.35)	133.69%	3,703.48	2,301.79	80.5%
001.0001.2614	JUSTICE CT CNTY TRANSLATOR	-	-	-	-	-	-	-	1,950.00	-
001.0001.3826	COUNTY BUS SHELTER PROGRAM	2,750.00	2,750.00	-	-	2,750.00	0.00%	2,684.05	2,588.20	-100.0%
001.0001.2081	AT&T/VERIZON CELL SITE LEASE (DPW)	87,780.00	87,780.00	87,780.00	-	-	100.00%	86,450.00	76,633.33	1.5%
001.0001.2082	T-MOBILE CELL SITE LEASE (VLG HALL)	48,000.00	48,000.00	49,957.20	-	(1,957.20)	104.08%	53,502.17	44,589.47	-6.6%
001.0001.2401	INTEREST EARNINGS	7,000.00	7,000.00	622,147.54	-	(615,147.54)	8887.82%	12,993.67	9,635.01	4688.1%
001.0001.2409	RENTS - VILLAGE HALL	241,400.00	241,400.00	258,752.25	-	(17,352.25)	107.19%	340,662.40	330,851.28	-24.0%
001.0001.2410	RENTAL OF REAL PROPERTY	-	-	425.00	-	(425.00)	-	-	-	100.0%
001.0001.2411	PARK PROPERTY RENTAL	1,500.00	1,500.00	2,124.45	-	(624.45)	141.63%	957.50	1,321.24	121.9%
001.0001.2412	YACHT CLUB RENT	20,000.00	20,000.00	14,999.66	-	5,000.34	75.00%	20,000.34	20,000.00	-25.0%
001.0001.1258	SIDEWALK CAFE LICENSE	1,500.00	1,500.00	1,500.00	-	-	100.00%	900.00	1,400.00	66.7%
001.0001.1560	SAFETY INSPECT/BLDG PERMITS	700,000.00	700,000.00	1,539,530.00	-	(839,530.00)	219.93%	1,475,980.00	1,005,630.00	4.3%
001.0001.1568	PERMITS/FIRE ALARM	-	-	-	-	-	-	1,350.00	1,500.00	-100.0%
001.0001.2506	HAWKER & PEDDLER	2,425.00	2,425.00	1,095.00	-	1,330.00	45.15%	3,395.00	2,115.00	-67.7%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.0001.3005	MORTGAGE TAX	350,000.00	350,000.00	504,495.47	-	(154,495.47) 144.14%	500,846.72	411,853.62	0.7%
001.0001.3006	NYS PTS & SEATBELT ENFORCEMENT	15,000.00	15,000.00	14,813.37	-	186.63 98.76%	16,699.52	19,706.99	-11.3%
001.0001.3089	STATE AID - OTHER	-	-	-	-	-	-	101,316.35	-
001.0001.3389	NYS OTHER PUBLIC SAFETY ITEMS	-	-	-	-	-	1,034.56	-	-100.0%
001.0001.3776	NYS - WIN (SNAP) NUTRITION PROGRAM	51,102.00	51,102.00	59,619.00	-	(8,517.00) 116.67%	50,519.44	36,292.56	18.0%
001.0001.3778	NUTRITION TRANSPORTATION GRANT	2,766.00	2,766.00	5,443.05	-	(2,677.05) 196.78%	-	5,532.00	100.0%
001.0001.3820	YOUTH & REC SERVICE PROGRAMS	-	-	8,307.00	-	(8,307.00)	-	-	100.0%
001.0001.4990	FEMA - STATE PORTION	-	-	-	-	-	5,213.97	-	-100.0%
001.0001.4089	FEDERAL AID - ARPA	-	1,400,000.00	1,400,000.00	-	- 100.00%	-	-	100.0%
001.0001.4380	FED - DOJ BULLET PROOF VEST PROG	3,000.00	3,000.00	7,677.54	-	(4,677.54) 255.92%	-	6,513.17	100.0%
001.0001.4381	FED - DHS PD REDTEAM GRANT - CFDA #97.067	-	-	2,386.96	-	(2,386.96)	-	-	100.0%
001.0001.4389	OTHER PUBLIC SAFETY	-	-	27,040.57	-	(27,040.57)	13,836.53	13,284.57	95.4%
001.0001.4401	FED - COVID19-FFCRA-HDC2	-	-	1,182.95	-	(1,182.95)	14,488.05	-	-91.8%
001.0001.4402	FED - COVID19-CARES-HDC3	-	-	11,082.81	-	(11,082.81)	47,180.19	-	-76.5%
001.0001.4403	FED - EISEP GRANT	-	-	61,635.00	-	(61,635.00)	-	-	100.0%
001.0001.4771	FEDERAL NUTRITION - 3C-1	60,113.00	60,113.00	60,113.00	-	- 100.00%	60,113.00	60,113.00	0.0%
001.0001.4772	FEDERAL COMMODITY FUND - 3C-1	25,420.00	25,420.00	9,593.23	-	15,826.77 37.74%	8,648.46	11,430.75	10.9%
001.0001.4773	FEDERAL NUTRITION - 3C-2	6,403.00	6,403.00	6,403.00	-	- 100.00%	5,840.18	6,583.95	9.6%
001.0001.4774	FEDERAL COMMODITY FUND - 3C-2	3,160.00	3,160.00	917.55	-	2,242.45 29.04%	943.66	691.90	-2.8%
001.0001.4775	FEDERAL NUTRITION - 3B	13,747.00	13,747.00	13,747.00	-	- 100.00%	13,747.00	34,818.00	0.0%
001.0001.4776	FEDERAL WIN COMMODITY FUNDING	16,551.00	16,551.00	9,090.00	-	7,461.00 54.92%	5,892.78	12,870.16	54.3%
001.0001.4989	FEMA - FEDERAL PORTION	-	-	3,159.07	-	(3,159.07)	46,925.73	-	-93.3%
001.0001.5994	TRANSFER FROM SEWER FUND	1,115,000.00	1,115,000.00	1,115,000.00	-	- 100.00%	1,505,755.00	1,501,572.00	-26.0%
001.0001.5995	TRANSFER FROM CAPITAL FUND	-	-	-	-	-	-	94,829.09	-
001.0001.5996	TRANSFER FROM DEBT SERVICE	-	-	-	-	-	-	18,099.00	-
001.0001.5710	SERIAL BOND PROCEEDS	-	-	-	-	-	-	500,000.00	-
001.0001.4995	APPROPRIATED FUND BALANCE	671,375.00	1,682,925.00	-	-	1,682,925.00 0.00%	-	-	-
001.0001.4996	APPROPRIATED W.C. RESERVE	100,000.00	100,000.00	-	-	100,000.00 0.00%	-	-	-
<b>Total Revenues:</b>		<b>45,676,667.00</b>	<b>48,270,148.00</b>	<b>51,930,985.89</b>	<b>-</b>	<b>(3,660,837.89) 107.58%</b>	<b>47,991,502.59</b>	<b>46,361,243.06</b>	<b>8.2%</b>

**EXPENDITURES:**

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.0001.2510	TAXI DRIVER'S LIC FEE	2,500.00	2,500.00	2,300.00	-	200.00 92.00%	2,450.00	2,300.00	-6.1%
001.0001.2511	TAXI OWNER'S LIC FEE	35,000.00	35,000.00	32,300.00	-	2,700.00 92.29%	60,625.00	38,745.00	-46.7%
001.0001.2512	TAXI COMPANY'S LIC FEE	2,475.00	2,475.00	2,475.00	-	- 100.00%	2,475.00	2,475.00	0.0%
001.0001.2541	BINGO/LICENSES	-	-	60.00	-	(60.00)	330.00	-	-81.8%
001.0001.2542	GAMES OF CHANCE	-	-	10.00	-	(10.00)	10.00	-	0.0%
001.0001.2544	CABARET LICENSE	-	-	2,560.00	-	(2,560.00)	-	-	100.0%
001.0001.2545	ENTERTAINMENT LICENSES	1,000.00	1,000.00	10,340.00	-	(9,340.00) 1034.00%	2,340.00	1,700.00	341.9%
001.0001.2546	LAUNDROMAT LICENSES	3,000.00	3,000.00	3,920.00	-	(920.00) 130.67%	5,320.00	3,360.00	-26.3%
001.0001.2547	AMUSEMENT DEV/VIDEO LICENSES	1,000.00	1,000.00	920.00	-	80.00 92.00%	1,005.00	2,010.00	-8.5%
001.0001.2549	GOING OUT OF BUSINESS SALE	-	-	50.00	-	(50.00)	250.00	-	-80.0%
001.0001.2595	PERMITS/CURB CUTS	-	-	65.00	-	(65.00)	140.00	-	-53.6%
001.0001.2596	PERMITS/STREET OPENINGS	125,000.00	125,000.00	167,745.00	-	(42,745.00) 134.20%	276,546.00	134,097.50	-39.3%
001.0001.2598	PERMITS/ROLL-OFF BOXES	500.00	500.00	3,646.00	-	(3,146.00) 729.20%	1,102.00	285.00	230.9%
001.0001.2599	PERMITS/SIDEWALK OPENINGS	1,500.00	1,500.00	3,969.50	-	(2,469.50) 264.63%	1,094.00	1,540.00	262.8%
001.0001.2600	ALARM PERMITS	25,000.00	25,000.00	23,600.00	-	1,400.00 94.40%	24,960.00	20,560.00	-5.4%
001.0001.2602	FILMING PRODUCTION PERMITS	5,000.00	5,000.00	12,660.00	-	(7,660.00) 253.20%	8,000.00	5,340.00	58.3%
001.0001.2603	PERMITS/FIRE SPRINKLER	-	-	-	-	-	1,000.00	800.00	-100.0%
001.0001.2610	FINES FEES & FORFIETED BAIL	1,300,000.00	1,300,000.00	937,666.50	-	362,333.50 72.13%	1,310,637.00	1,369,192.42	-28.5%
001.0001.2613	USE OF DEFERRED REV - DEA	-	29,539.00	29,539.00	-	- 100.00%	11,290.00	1,800.00	161.6%
001.0001.2615	CIVIL PENALTIES (SANITATION)	15,000.00	15,000.00	15,875.00	-	(875.00) 105.83%	14,725.00	60,525.00	7.8%
001.0001.2131	SCRAP METAL RECOVERY	10,000.00	10,000.00	10,469.00	-	(469.00) 104.69%	18,754.00	12,793.00	-44.2%
001.0001.2660	SALE OF REAL PROPERTY	-	-	1,100,026.00	-	(1,100,026.00)	-	-	100.0%
001.0001.2665	SALE OF SURPLUS EQUIPMENT	-	-	-	-	-	30,700.00	-	-100.0%
001.0001.2680	INSURANCE RECOVERIES	50,000.00	50,000.00	279,173.25	-	(229,173.25) 558.35%	146,534.53	80,672.57	90.5%
001.0001.2681	WORKERS COMP RECOVERIES	100,000.00	100,000.00	472,471.68	-	(372,471.68) 472.47%	735,220.73	239,502.04	-35.7%
001.0001.2690	OTHER COMPENSATION FOR LOSS	-	-	-	-	-	698.01	24,120.07	-100.0%
001.0001.2701	REFUNDS OF PRIOR YEARS EXPEND	-	-	-	-	-	18,749.12	8,097.92	-100.0%
001.0001.2703	GRANT - CARES UP PROGRAM PD	-	-	60,000.00	-	(60,000.00)	-	-	100.0%
001.0001.2705	GIFTS & DONATIONS	-	44,800.00	46,100.00	-	(1,300.00) 102.90%	40,200.00	-	14.7%
001.0001.2771	YOUTH EMPLOYMENT GRANT - WEST. CTY.	-	104,658.00	125,474.37	-	(20,816.37) 119.89%	68,068.69	37,878.39	84.3%
001.0001.2772	MISCELLANEOUS REV	1,000.00	1,000.00	4,472.02	-	(3,472.02) 447.20%	742.21	90,526.70	502.5%
001.0001.2773	POLICE - FINGERPRINTING/MISC	500.00	500.00	-	-	500.00 0.00%	-	-	-
001.0001.2797	OTHER LOCAL GOVERNMENTS (CTY)	-	2,934.00	5,441.50	-	(2,507.50) 185.46%	2,490.00	-	118.5%
001.0001.2750	AIM RELATED PAYMENTS	399,935.00	399,935.00	-	-	399,935.00 0.00%	-	-	-
001.0001.3001	STATE PER CAPITA AID	-	-	399,935.00	-	(399,935.00)	399,935.00	399,935.00	0.0%



**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					**		** % var FY22/23 v FY 21/22	
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL	% v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
<b>1010 Board of Trustees</b>										
001.1010.0100	PERSONNEL SERVICES	31,200.00	31,200.00	20,800.00	-	10,400.00	66.67%	20,740.00	25,220.00	0.3%
001.1010.0111	PERSONNEL - PART TIME CORP COUNSEL	-	-	-	-	-	0.00%	-	38,461.50	
001.1010.0403	EDUCATION & TRAINING	6,000.00	6,000.00	4,861.88	-	1,138.12	81.03%	908.37	-	435.2%
001.1010.0406	OFFICE SUPPLIES	1,000.00	1,000.00	125.00	-	875.00	12.50%	758.82	351.00	-83.5%
001.1010.0515	CONSULTANT	-	-	-	-	-	0.00%	-	27,694.00	
001.1010.0574	POLICE REFORM COMPLIANCE	-	-	-	-	-	0.00%	-	19,157.38	
Dept. Total:		<u>38,200.00</u>	<u>38,200.00</u>	<u>25,786.88</u>	<u>-</u>	<u>12,413.12</u>	<u>67.50%</u>	<u>22,407.19</u>	<u>110,883.88</u>	<u>15.1%</u>
<b>1110 Village Justice</b>										
001.1110.0100	PERSONNEL SERVICES	-	-	-	-	-	-	-	656,395.99	
001.1110.0101	PERSONNEL - OVERTIME	-	-	-	-	-	-	-	114.98	
001.1110.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	-	-	-	393,215.03	
001.1110.0200	EQUIPMENT	-	-	-	-	-	-	-	3,738.53	
001.1110.0400	CONTRACTUAL EXPENSE	-	-	-	-	-	-	-	1,515.76	
001.1110.0403	EDUCATION & TRAINING	-	-	-	-	-	-	-	6,673.95	
001.1110.0406	OFFICE SUPPLIES	-	-	-	-	-	-	-	3,898.79	
001.1110.0407	INTERPRETER	-	-	-	-	-	-	-	26,868.09	
001.1110.0408	O/S COURT REPORTER	-	-	-	-	-	-	-	24,387.00	
001.1110.0410	PRINTING	-	-	-	-	-	-	-	701.95	
001.1110.0491	TICKET COLLECTING CHARGES	-	-	-	-	-	-	-	124,251.66	
001.1110.0492	AUDITORS FEES	-	-	-	-	-	-	-	2,500.00	
Dept. Total:		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>	<u>-</u>	<u>1,244,261.73</u>	
<b>1210 Mayor</b>										
001.1210.0100	PERSONNEL SERVICES	12,633.00	12,633.00	12,632.88	-	0.12	100.00%	12,632.88	12,632.90	0.0%
001.1210.0403	EDUCATION & TRAINING	6,000.00	5,780.00	1,777.46	-	4,002.54	30.75%	1,148.20	3,626.19	54.8%
001.1210.0406	OFFICE SUPPLIES	1,000.00	1,220.00	1,219.11	-	0.89	99.93%	1,202.65	1,600.33	1.4%
Dept. Total:		<u>19,633.00</u>	<u>19,633.00</u>	<u>15,629.45</u>	<u>-</u>	<u>4,003.55</u>	<u>79.61%</u>	<u>14,983.73</u>	<u>17,859.42</u>	<u>4.3%</u>
<b>1230 Village Manager</b>										
001.1230.0100	PERSONNEL SERVICES	279,050.00	341,717.00	341,716.70	-	0.30	100.00%	254,235.56	258,892.88	34.4%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023				**		**		% var FY22/23 v
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL	% v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	
001.1230.0101	PERSONNEL - OVERTIME	3,000.00	3,000.00	969.79	-	2,030.21	32.33%	2,467.41	3,398.87	-60.7%
001.1230.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	-	0.00%	-	101,565.51	
001.1230.0400	CONTRACTUAL EXPENSE	20,000.00	4,759.00	4,758.05	-	0.95	99.98%	4,395.00	12,000.00	8.3%
001.1230.0403	EDUCATION & TRAINING	15,000.00	2,175.00	2,175.00	-	-	100.00%	7,107.91	9,000.00	-69.4%
001.1230.0406	OFFICE SUPPLIES	2,000.00	2,000.00	1,868.56	-	131.44	93.43%	1,921.06	1,228.73	-2.7%
Dept. Total:		<u>319,050.00</u>	<u>353,651.00</u>	<u>351,488.10</u>	<u>-</u>	<u>2,162.90</u>	<u>99.39%</u>	<u>270,126.94</u>	<u>386,085.99</u>	<u>30.1%</u>
<u>1240 Human Resources</u>										
001.1240.0111	PERSONNEL - PART TIME	56,813.00	56,813.00	56,813.12	-	(0.12)	100.00%	56,813.12	56,813.12	0.0%
001.1240.0400	CONTRACTUAL EXPENSE	-	-	-	-	-	0.00%	-	295.00	
001.1240.0403	EDUCATION & TRAINING	500.00	500.00	-	-	500.00	0.00%	-	-	
001.1240.0404	EMPLOYEE TRAINING-VILLAGE WIDE	10,000.00	320.00	320.00	-	-	100.00%	-	-	100.0%
Dept. Total:		<u>67,313.00</u>	<u>57,633.00</u>	<u>57,133.12</u>	<u>-</u>	<u>499.88</u>	<u>99.13%</u>	<u>56,813.12</u>	<u>57,108.12</u>	<u>0.6%</u>
<u>1320 Finance Department</u>										
001.1320.0100	PERSONNEL SERVICES	588,392.00	583,711.00	573,764.56	-	9,946.44	98.30%	578,859.43	567,935.94	-0.9%
001.1320.0101	PERSONNEL - OVERTIME	7,000.00	7,290.00	7,289.43	-	0.57	99.99%	3,469.80	5,504.73	110.1%
001.1320.0199	RETIREMENT / SEPARATION PAY	84,000.00	84,000.00	80,117.28	-	3,882.72	95.38%	-	-	100.0%
001.1320.0403	EDUCATION & TRAINING	3,000.00	3,916.00	3,915.45	-	0.55	99.99%	1,255.00	1,240.00	212.0%
001.1320.0406	OFFICE SUPPLIES	5,000.00	4,836.00	4,799.40	-	36.60	99.24%	6,911.09	5,245.96	-30.6%
001.1320.0477	BOND/BAN FILING FEES	2,500.00	2,500.00	2,500.00	-	-	100.00%	2,500.00	2,500.00	0.0%
001.1320.0492	AUDITORS FEES	44,800.00	48,275.00	48,275.00	-	-	100.00%	39,525.00	38,675.00	22.1%
Dept. Total:		<u>734,692.00</u>	<u>734,528.00</u>	<u>720,661.12</u>	<u>-</u>	<u>13,866.88</u>	<u>98.11%</u>	<u>632,520.32</u>	<u>621,101.63</u>	<u>13.9%</u>
<u>1350 Assessment</u>										
001.1350.0445	TAX COLLECTION FEE	150,000.00	150,164.00	150,163.26	-	0.74	100.00%	144,716.09	145,154.34	3.8%
Dept. Total:		<u>150,000.00</u>	<u>150,164.00</u>	<u>150,163.26</u>	<u>-</u>	<u>0.74</u>	<u>100.00%</u>	<u>144,716.09</u>	<u>145,154.34</u>	<u>3.8%</u>
<u>1410 Village Clerk</u>										
001.1410.0100	PERSONNEL SERVICES	240,160.00	269,222.00	269,222.00	-	-	100.00%	235,496.08	242,303.65	14.3%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.1410.0101	PERSONNEL - OVERTIME	3,000.00	3,000.00	1,453.30	-	1,546.70 48.44%	1,449.01	2,260.62	0.3%
001.1410.0111	PERSONNEL - PART TIME	31,000.00	31,000.00	31,042.00	-	(42.00) 100.14%	7,743.50	-	300.9%
001.1410.0199	RETIREMENT / SEPARATION PAY	61,000.00	24,207.00	-	-	24,207.00 0.00%	-	7,228.88	
001.1410.0403	EDUCATION & TRAINING	5,000.00	5,000.00	5,090.28	-	(90.28) 101.81%	4,470.67	285.00	13.9%
001.1410.0405	DECALS	1,200.00	1,200.00	1,233.73	-	(33.73) 102.81%	1,987.69	-	-37.9%
001.1410.0406	OFFICE SUPPLIES	4,500.00	5,593.00	5,297.69	295.00	0.31 99.99%	4,038.82	5,560.03	31.2%
001.1410.0411	CODE BOOK SUBSCRIPTIONS	7,000.00	13,790.00	13,301.92	-	488.08 96.46%	20,737.16	4,004.52	-35.9%
001.1410.0476	PUBLICATION OF NOTICES	12,000.00	18,638.00	18,637.30	-	0.70 100.00%	21,585.55	11,587.71	-13.7%
Dept. Total:		364,860.00	371,650.00	345,278.22	295.00	26,076.78 92.98%	297,508.48	273,230.41	16.1%
<u>1420 Law Department</u>									
001.1420.0100	PERSONNEL SERVICES	170,000.00	170,000.00	169,999.96	-	0.04 100.00%	169,999.96	169,999.96	0.0%
001.1420.0400	CONTRACTUAL EXPENSE	60,000.00	136,703.00	137,214.23	-	(511.23) 100.37%	124,010.63	118,518.56	10.6%
001.1420.0401	SPECIALIZED LITIGATION	-	-	-	-	- 0.00%	30,874.58	-	-100.0%
001.1420.0403	EDUCATION & TRAINING	4,200.00	4,200.00	3,153.36	-	1,046.64 75.08%	3,006.39	1,769.87	4.9%
001.1420.0406	OFFICE SUPPLIES	500.00	500.00	348.55	-	151.45 69.71%	164.14	762.28	112.3%
001.1420.0468	LABOR COUNSEL	100,000.00	137,340.00	137,339.46	-	0.54 100.00%	78,913.73	160,645.88	74.0%
001.1420.0493	CONTRACTUAL PROSECUTORIAL SERVICES	104,000.00	96,000.00	96,000.00	-	- 100.00%	101,661.69	103,998.93	-5.6%
001.1420.0498	LAW BOOKS/COMPUTER RESOURCES	10,740.00	10,740.00	10,030.17	-	709.83 93.39%	9,612.10	10,958.15	4.3%
Dept. Total:		449,440.00	555,483.00	554,085.73	-	1,397.27 99.75%	518,243.22	566,653.63	6.9%
<u>1440 Engineering</u>									
001.1440.0400	CONTRACTUAL EXPENSE	250,000.00	323,933.00	306,689.25	17,243.75	- 100.00%	190,014.65	128,710.40	61.4%
Dept. Total:		250,000.00	323,933.00	306,689.25	17,243.75	- 100.00%	190,014.65	128,710.40	61.4%
<u>1450 Elections</u>									
001.1450.0101	PERSONNEL - OVERTIME	3,000.00	3,000.00	-	-	3,000.00 0.00%	4,804.49	2,425.43	-100.0%
001.1450.0111	PERSONNEL - PART TIME	1,400.00	1,400.00	-	-	1,400.00 0.00%	1,313.25	2,966.50	-100.0%
001.1450.0403	EDUCATION & TRAINING	-	-	-	-	- 0.00%	18.78	-	-100.0%
001.1450.0406	OFFICE SUPPLIES	3,500.00	-	-	-	- 0.00%	934.88	2,391.05	-100.0%
001.1450.0410	PRINTING	5,000.00	-	-	-	- 0.00%	5,061.75	5,087.50	-100.0%
001.1450.0423	ELEC INSP/TECHS	36,000.00	-	-	-	- 0.00%	36,860.00	35,853.33	-100.0%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023				**		**		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL	% v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	% var FY22/23 v FY 21/22
001.1450.0424	POLL LOCATION / STORAGE - RENTAL	2,000.00	-	-	-	-	0.00%	2,000.00	3,051.00	-100.0%
001.1450.0425	ELECTION MOVING	3,500.00	-	-	-	-	0.00%	2,990.00	3,000.00	-100.0%
001.1450.0462	SOFTWARE & SYSTEMS SUPPORT	-	-	-	-	-	0.00%	-	12,277.00	-
001.1450.0476	PUBLICATION OF NOTICES	2,000.00	-	-	-	-	0.00%	1,700.00	1,383.20	-100.0%
001.1450.0488	EQUIPMENT RENTAL	-	-	-	-	-	0.00%	70,195.00	-	-100.0%
Dept. Total:		56,400.00	4,400.00	-	-	4,400.00	0.00%	125,878.15	68,435.01	-100.0%
<b>1460 Records Management</b>										
001.1460.0111	PERSONNEL - PART TIME	-	-	-	-	-	0.00%	16,243.50	15,352.53	-100.0%
Dept. Total:		-	-	-	-	-	0.00%	16,243.50	15,352.53	-100.0%
<b>1620 Buildings - Village Owned (350 N Main)</b>										
001.1620.0100	PERSONNEL SERVICES	44,660.00	43,229.00	42,234.13	-	994.87	97.70%	53,244.54	52,563.80	-20.7%
001.1620.0101	PERSONNEL - OVERTIME	10,000.00	11,431.00	11,430.69	-	0.31	100.00%	7,357.16	3,699.00	55.4%
001.1620.0200	EQUIPMENT	3,000.00	3,000.00	2,788.72	-	211.28	92.96%	7,900.68	549.51	-64.7%
001.1620.0400	CONTRACTUAL EXPENSE	50,000.00	61,160.00	61,160.00	-	-	100.00%	51,608.88	23,518.66	18.5%
001.1620.0413	ELECTRICITY	30,000.00	38,886.00	38,885.13	-	0.87	100.00%	33,028.45	26,761.31	17.7%
001.1620.0414	NATURAL GAS	1,000.00	1,000.00	702.49	-	297.51	70.25%	726.41	113.84	-3.3%
001.1620.0415	WATER	2,500.00	2,500.00	1,580.47	-	919.53	63.22%	1,255.59	2,065.33	25.9%
001.1620.0416	HEATING FUEL	15,000.00	31,040.00	31,039.79	-	0.21	100.00%	29,473.41	13,331.86	5.3%
001.1620.0417	BLDG REPAIRS & MAINTENANCE	85,000.00	77,700.00	73,170.93	4,439.73	89.34	99.89%	112,694.70	87,819.92	-35.1%
001.1620.0422	LEASE & MAINTENANCE CONTRACTS	6,000.00	-	-	-	-	0.00%	(500.00)	-	-100.0%
001.1620.0446	POSTAGE - 350 NO MAIN ST	-	-	-	-	-	0.00%	-	2,153.00	-
Dept. Total:		247,160.00	269,946.00	262,992.35	4,439.73	2,513.92	99.07%	296,789.82	212,576.23	-11.4%
<b>1621 Buildings - 220/222 Grace Church</b>										
001.1621.0100	PERSONNEL SERVICES	125,034.00	112,542.00	94,335.01	-	18,206.99	83.82%	67,658.51	67,885.87	39.4%
001.1621.0101	PERSONNEL - OVERTIME	5,000.00	6,000.00	5,999.20	-	0.80	99.99%	4,570.88	1,283.75	31.2%
001.1621.0132	BUILDING ACCESS SECURITY - PART TIME	50,000.00	50,332.00	50,331.75	-	0.25	100.00%	51,051.00	55,445.67	-1.4%
001.1621.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	-	0.00%	-	8,937.82	-
001.1621.0200	EQUIPMENT	20,000.00	-	-	-	-	0.00%	18,541.00	3,601.39	-100.0%
001.1621.0400	CONTRACTUAL EXPENSE	15,000.00	13,652.00	13,651.36	-	0.64	100.00%	2,568.42	2,869.59	431.5%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY22/23 v			
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22	
001.1621.0401	MATERIALS & SUPPLIES	30,000.00	26,292.00	26,292.00	-	-	100.00%	17,357.11	32,831.93	51.5%
001.1621.0413	ELECTRICITY	100,000.00	129,517.00	129,516.46	-	0.54	100.00%	119,867.46	91,533.91	8.0%
001.1621.0414	NATURAL GAS	20,000.00	22,958.00	22,957.48	-	0.52	100.00%	21,034.23	15,495.63	9.1%
001.1621.0415	WATER	5,000.00	6,000.00	5,999.02	-	0.98	99.98%	4,831.55	4,641.81	24.2%
001.1621.0417	BLDG REPAIRS & MAINTENANCE	65,000.00	72,362.00	72,361.63	-	0.37	100.00%	81,506.05	42,529.52	-11.2%
001.1621.0439	POSTAGE - 222 GRACE CHURCH ST.	15,000.00	10,893.00	10,892.35	-	0.65	99.99%	15,943.69	13,170.12	-31.7%
Dept. Total:		450,034.00	450,548.00	432,336.26	-	18,211.74	95.96%	404,929.90	340,227.01	6.8%
<b>1640 Central Garage</b>										
001.1640.0100	PERSONNEL SERVICES	472,336.00	498,939.00	498,938.91	-	0.09	100.00%	458,804.29	479,242.15	8.7%
001.1640.0101	PERSONNEL - OVERTIME	15,000.00	15,821.00	15,820.17	-	0.83	99.99%	10,845.10	10,590.18	45.9%
001.1640.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	-	0.00%	7,684.16	-	-100.0%
001.1640.0250	OTHER EQUIPMENT	12,000.00	58,791.77	58,791.67	-	0.10	100.00%	5,541.43	10,818.74	960.9%
001.1640.0403	EDUCATION & TRAINING	1,000.00	-	-	-	-	0.00%	501.20	-	-100.0%
001.1640.0405	TIRES	80,000.00	80,000.00	79,570.14	-	429.86	99.46%	57,126.47	57,118.87	39.3%
001.1640.0406	OFFICE SUPPLIES	6,500.00	9,653.00	9,652.66	-	0.34	100.00%	7,908.16	9,947.04	22.1%
001.1640.0413	ELECTRICITY	20,000.00	20,505.00	20,504.96	-	0.04	100.00%	19,954.26	16,029.36	2.8%
001.1640.0415	WATER	2,500.00	2,589.00	2,588.57	-	0.43	99.98%	2,304.93	2,212.93	12.3%
001.1640.0416	HEATING FUEL	11,000.00	11,747.00	11,747.00	-	-	100.00%	11,068.18	8,361.30	6.1%
001.1640.0417	BLDG REPAIRS & MAINTENANCE	35,000.00	58,485.00	55,898.71	2,585.73	0.56	100.00%	34,632.26	25,314.01	61.4%
001.1640.0418	TRANSPORTATION	750.00	1,302.00	1,301.56	-	0.44	99.97%	1,005.37	686.39	29.5%
001.1640.0420	GASOLINE	160,000.00	230,295.00	230,294.21	-	0.79	100.00%	165,127.44	101,824.21	39.5%
001.1640.0421	MOTOR OIL & LUBRICANTS	50,000.00	59,680.00	59,679.30	-	0.70	100.00%	43,215.80	26,823.96	38.1%
001.1640.0431	PARTS/REPAIRS FOR VEHICLE EQUIP	230,000.00	179,644.00	179,643.92	-	0.08	100.00%	218,875.03	205,226.06	-17.9%
001.1640.0432	COLLISION & PAINTING CHARGES	30,000.00	30,000.00	29,090.77	-	909.23	96.97%	40,801.75	31,177.19	-28.7%
001.1640.0444	UNIFORMS	10,500.00	14,445.00	14,444.78	-	0.22	100.00%	11,644.71	10,098.00	24.0%
001.1640.0462	SOFTWARE & SYSTEMS SUPPORT	-	-	-	-	-	0.00%	-	4,735.50	-
001.1640.0488	EQUIPMENT RENTAL	-	-	-	-	-	0.00%	-	29,268.50	-
001.1640.0503	DIESEL FUEL	120,000.00	205,850.00	205,849.88	-	0.12	100.00%	133,610.11	75,136.14	54.1%
Dept. Total:		1,256,586.00	1,477,746.77	1,473,817.21	2,585.73	1,343.83	99.91%	1,230,650.65	1,104,610.53	19.8%
<b>1650 Information Technology Services</b>										
001.1650.0100	PERSONNEL SERVICES	211,212.00	214,842.00	214,841.02	-	0.98	100.00%	204,885.42	191,153.38	4.9%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.1650.0101	PERSONNEL - OVERTIME	15,000.00	15,000.00	10,978.66	-	4,021.34 73.19%	5,940.80	700.87	84.8%
001.1650.0111	PERSONNEL - PART TIME	20,000.00	13,852.00	10,680.00	-	3,172.00 77.10%	-	27,615.00	100.0%
001.1650.0200	EQUIPMENT	15,000.00	28,463.00	28,462.46	-	0.54 100.00%	12,658.63	11,342.22	124.8%
001.1650.0402	VOICE & DATA SYSTEMS	223,600.00	262,687.85	258,814.13	3,873.06	0.66 100.00%	240,393.42	267,352.39	7.7%
001.1650.0403	EDUCATION & TRAINING	4,645.00	18,627.00	18,626.02	-	0.98 99.99%	2,913.27	5,931.60	539.4%
001.1650.0406	OFFICE SUPPLIES	500.00	1,296.00	1,295.26	-	0.74 99.94%	652.45	1,230.96	98.5%
001.1650.0411	ADVANCED I.T. SYSTEMS SUPPORT	131,000.00	134,277.00	97,438.75	36,837.50	0.75 100.00%	114,862.50	100,481.00	-15.2%
001.1650.0422	LEASE & MAINTENANCE CONTRACTS	74,000.00	51,544.00	43,067.37	5,898.09	2,578.54 95.00%	59,496.57	34,586.29	-27.6%
001.1650.0462	SOFTWARE & SYSTEMS SUPPORT	578,000.00	576,142.75	533,018.47	16,510.63	26,613.65 95.38%	419,846.39	385,240.99	27.0%
001.1650.0518	VIDEO SERVICES - PCTV	30,000.00	14,400.00	14,400.00	-	- 100.00%	25,290.15	30,720.00	-43.1%
Dept. Total:		1,302,957.00	1,331,131.60	1,231,622.14	63,119.28	36,390.18 97.27%	1,086,939.60	1,056,354.70	13.3%
<u>1910 Insurance</u>									
001.1910.0400	CONTRACTUAL EXPENSE	855,000.00	829,277.00	829,276.77	-	0.23 100.00%	770,727.16	725,746.86	7.6%
Dept. Total:		855,000.00	829,277.00	829,276.77	-	0.23 100.00%	770,727.16	725,746.86	7.6%
<u>1920 Municipal Association Dues</u>									
001.1920.0400	CONTRACTUAL EXPENSE	10,000.00	10,000.00	9,505.00	-	495.00 95.05%	9,505.00	10,905.00	0.0%
Dept. Total:		10,000.00	10,000.00	9,505.00	-	495.00 95.05%	9,505.00	10,905.00	0.0%
<u>1930 Judgements &amp; Claims</u>									
001.1930.0400	CONTRACTUAL EXPENSE	70,000.00	112,156.00	112,155.95	-	0.05 100.00%	26,644.56	19,302.64	320.9%
Dept. Total:		70,000.00	112,156.00	112,155.95	-	0.05 100.00%	26,644.56	19,302.64	320.9%
<u>1950 Taxes &amp; Assessments</u>									
001.1950.0479	TAXES-VILLAGE PROPERTY	154,300.00	104,874.00	104,873.87	-	0.13 100.00%	98,346.12	126,864.80	6.6%
Dept. Total:		154,300.00	104,874.00	104,873.87	-	0.13 100.00%	98,346.12	126,864.80	6.6%
<u>1960 Refunds On Real Property Tax</u>									



**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v			
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22	
001.1960.0480	REFUNDS ON REAL PROP TAX	100,000.00	110,175.00	110,174.94	-	0.06	100.00%	49,331.83	449,896.44	123.3%
Dept. Total:		100,000.00	110,175.00	110,174.94	-	0.06	100.00%	49,331.83	449,896.44	123.3%
<u>1980 Metropolitan Com Transportation (MTA)</u>										
001.1980.0474	MTA PAYROLL TAX	60,000.00	60,000.00	58,570.96	-	1,429.04	97.62%	52,799.64	58,192.23	10.9%
Dept. Total:		60,000.00	60,000.00	58,570.96	-	1,429.04	97.62%	52,799.64	58,192.23	10.9%
<u>1990 Contingent Account</u>										
001.1990.0500	CONTINGENCY	200,000.00	-	-	-	-	0.00%	-	-	-
Dept. Total:		200,000.00	-	-	-	-	0.00%	-	-	-
<u>3120 Police Department</u>										
001.3120.0100	PERSONNEL SERVICES	7,610,962.00	7,744,339.00	7,744,338.52	-	0.48	100.00%	7,067,851.86	7,300,760.33	9.6%
001.3120.0101	PERSONNEL - OVERTIME	750,000.00	934,335.00	934,334.72	-	0.28	100.00%	848,182.50	647,272.21	10.2%
001.3120.0102	LONGEVITY	120,500.00	140,900.00	137,560.56	-	3,339.44	97.63%	119,681.85	112,943.98	14.9%
001.3120.0105	OUT OF TITLE	20,000.00	17,700.00	17,028.11	-	671.89	96.20%	17,783.59	14,602.32	-4.2%
001.3120.0106	HOLIDAY PAY	180,000.00	141,538.00	141,218.66	-	319.34	99.77%	177,171.41	168,214.42	-20.3%
001.3120.0124	SICK INCENTIVE	60,000.00	65,462.00	65,461.56	-	0.44	100.00%	61,752.51	62,133.00	6.0%
001.3120.0125	OVERTIME - VILLAGE COURT	15,000.00	4,500.00	3,378.15	-	1,121.85	75.07%	1,085.90	2,689.74	211.1%
001.3120.0126	OVERTIME - COUNTY COURT	15,000.00	4,000.00	3,885.05	-	114.95	97.13%	6,672.70	4,470.19	-41.8%
001.3120.0141	K-9 STIPEND	5,000.00	5,000.00	5,000.06	-	(0.06)	100.00%	5,000.06	5,000.16	0.0%
001.3120.0143	IN SERVICE TRAINING	250,000.00	158,823.00	158,785.19	-	37.81	99.98%	200,357.17	230,156.43	-20.7%
001.3120.0197	VACATION BUYOUT-PS	40,000.00	17,000.00	16,098.59	-	901.41	94.70%	18,076.37	28,247.78	-10.9%
001.3120.0198	SUPER HOLIDAY PAY	60,000.00	32,000.00	31,933.90	-	66.10	99.79%	41,355.97	53,671.66	-22.8%
001.3120.0199	RETIREMENT / SEPARATION PAY	120,000.00	278,251.00	278,250.02	-	0.98	100.00%	201,623.17	181,313.35	38.0%
001.3120.0200	EQUIPMENT	-	-	-	-	-	0.00%	5,695.97	11,398.05	-100.0%
001.3120.0220	SERVICE EQUIPMENT	25,000.00	6,000.00	4,992.51	963.34	44.15	99.26%	10,830.07	1,992.88	-53.9%
001.3120.0221	SERVICE EQUIPMENT - E.S.U.	5,000.00	32,839.00	32,824.67	-	14.33	99.96%	-	-	100.0%
001.3120.0223	VESTS - P.D.	6,000.00	11,347.00	11,346.04	-	0.96	99.99%	-	-	100.0%
001.3120.0402	TELEPHONE	-	-	3.60	-	(3.60)	-	-	22,515.36	-
001.3120.0404	PD-HEALTH CLUB REIMBURSEMENT	20,000.00	22,131.00	22,130.21	-	0.79	100.00%	15,681.68	15,434.15	41.1%
001.3120.0406	OFFICE SUPPLIES	10,000.00	11,274.00	11,273.63	-	0.37	100.00%	7,986.78	16,956.05	41.2%

**VILLAGE OF PORT CHESTER  
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INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

		** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v			
<u>ACCOUNT NO</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL BUDGET</u>	<u>ADJUSTED BUDGET</u>	<u>2022/23 ACTUAL</u>	<u>ENCUMBERED</u>	<u>AVAIL BAL</u>	<u>% v Bgt</u>	<u>2021/22 ACTUAL</u>	<u>2020/21 ACTUAL</u>	<u>FY 21/22</u>
001.3120.0409	SERVICE SUPPLIES	30,000.00	24,652.00	19,178.30	4,918.73	554.97	97.75%	30,357.81	22,520.92	-36.8%
001.3120.0412	MEDICAL SERVICES	15,000.00	38,631.00	38,630.15	-	0.85	100.00%	21,267.11	3,054.00	81.6%
001.3120.0418	TRANSPORTATION	600.00	600.00	440.67	-	159.33	73.45%	450.75	162.26	-2.2%
001.3120.0422	LEASE & MAINTENANCE CONTRACTS	12,000.00	7,600.00	7,542.41	-	57.59	99.24%	10,286.09	16,457.16	-26.7%
001.3120.0428	INVESTIGATIONS	2,500.00	-	-	-	-	0.00%	182.36	(2,773.00)	-100.0%
001.3120.0431	PARTS/REPAIRS FOR VEHICLE EQUIP	70,000.00	58,240.00	54,404.67	3,832.10	3.23	99.99%	44,490.08	64,933.05	22.3%
001.3120.0432	COLLISION & PAINTING CHARGES	40,000.00	28,325.00	28,324.65	-	0.35	100.00%	29,380.49	33,163.30	-3.6%
001.3120.0435	VEHICLE TOW CHARGES	1,000.00	250.00	250.00	-	-	100.00%	130.00	655.00	92.3%
001.3120.0441	POLICE SCHOOLING	9,000.00	11,209.00	11,208.71	-	0.29	100.00%	9,723.99	8,101.62	15.3%
001.3120.0442	PROFESSIONAL DEVELOPMENT	25,000.00	18,791.00	18,780.68	-	10.32	99.95%	12,227.67	15,829.56	53.6%
001.3120.0444	UNIFORMS	90,000.00	101,000.00	101,534.71	-	(534.71)	100.53%	129,130.67	43,762.83	-21.4%
001.3120.0482	RADIO REPAIRS	3,000.00	300.00	290.00	-	10.00	96.67%	2,914.65	819.91	-90.1%
001.3120.0490	YOUTH PROGRAMS	7,500.00	3,500.00	3,028.25	-	471.75	86.52%	-	-	100.0%
001.3120.0497	911/NIXLE	-	-	-	-	-	-	-	7,165.70	-
<b>Dept. Total:</b>		<b>9,618,062.00</b>	<b>9,920,537.00</b>	<b>9,903,456.95</b>	<b>9,714.17</b>	<b>7,365.88</b>	<b>99.93%</b>	<b>9,097,331.23</b>	<b>9,093,624.37</b>	<b>8.9%</b>
<b>3127 Police Dept. Civilian Personnel</b>										
001.3127.0100	PERSONNEL SERVICES	80,415.00	85,265.00	85,262.53	-	2.47	100.00%	79,405.81	76,943.19	7.4%
001.3127.0101	PERSONNEL - OVERTIME	1,000.00	1,000.00	77.33	-	922.67	7.73%	381.17	491.48	-79.7%
001.3127.0110	PARK PATROL - PART TIME	8,000.00	12,440.00	12,440.00	-	-	100.00%	-	-	100.0%
001.3127.0111	PARKING ENFORCEMENT - PART TIME	85,000.00	70,510.00	66,474.50	-	4,035.50	94.28%	71,161.75	73,260.75	-6.6%
001.3127.0112	SCHOOL CROSSING GUARDS - PART TIME	100,000.00	96,000.00	91,050.50	-	4,949.50	94.84%	79,130.50	59,004.00	15.1%
001.3127.0138	COURT SECURITY - PART TIME	-	-	-	-	-	0.00%	-	56,767.83	-
001.3127.0444	UNIFORMS - PEO	3,500.00	4,495.00	4,494.00	-	1.00	99.98%	3,205.00	2,735.00	40.2%
001.3127.0565	UNIFORMS - PARK PATROL	-	205.00	205.00	-	-	100.00%	-	-	100.0%
001.3127.0566	UNIFORMS - COURT SECURITY	-	-	-	-	-	0.00%	-	250.00	-
<b>Dept. Total:</b>		<b>277,915.00</b>	<b>269,915.00</b>	<b>260,003.86</b>	<b>-</b>	<b>9,911.14</b>	<b>96.33%</b>	<b>233,284.23</b>	<b>269,452.25</b>	<b>11.5%</b>
<b>3150 Village Jail</b>										
001.3150.0484	JAIL - FOOD	2,000.00	2,000.00	1,284.00	-	716.00	64.20%	648.00	458.00	98.1%
<b>Dept. Total:</b>		<b>2,000.00</b>	<b>2,000.00</b>	<b>1,284.00</b>	<b>-</b>	<b>716.00</b>	<b>64.20%</b>	<b>648.00</b>	<b>458.00</b>	<b>98.1%</b>

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
<b>3320 Street Parking</b>									
001.3320.0100	PERSONNEL SERVICES	136,683.00	147,183.00	145,248.63	-	1,934.37 98.69%	135,826.64	135,826.70	6.9%
001.3320.0101	PERSONNEL - OVERTIME	1,000.00	1,000.00	48.98	-	951.02 4.90%	276.43	212.96	-82.3%
001.3320.0400	METER/PAYSTATIONS MAINTENANCE	300,000.00	318,479.00	246,462.49	73,692.36	(1,675.85) 100.53%	246,163.32	235,875.44	0.1%
001.3320.0401	MATERIALS & SUPPLIES	30,000.00	22,831.00	22,830.18	-	0.82 100.00%	30,161.50	18,712.34	-24.3%
001.3320.0577	MOBILE APP PROCESSING FEE	15,000.00	15,000.00	12,196.80	2,803.20	0.00 100.00%	-	-	100.0%
Dept. Total:		482,683.00	504,493.00	426,787.08	76,495.56	1,210.36 99.76%	412,427.89	390,627.44	3.5%
<b>3410 Fire Department</b>									
001.3410.0111	PERSONNEL - PART TIME	40,500.00	40,500.00	39,805.00	-	695.00 98.28%	37,370.00	30,279.00	6.5%
001.3410.0200	EQUIPMENT	105,000.00	75,942.00	74,474.67	-	1,467.33 98.07%	74,148.50	68,369.36	0.4%
001.3410.0201	SMALL TOOLS & SUPPLIES	20,000.00	20,000.00	19,813.17	-	186.83 99.07%	20,788.48	21,733.57	-4.7%
001.3410.0202	FIRE HOUSE SUPPLIES	6,000.00	2,000.00	-	1,900.96	99.04 95.05%	139.36	5,396.67	-100.0%
001.3410.0252	HOSE REPLACEMENT PROGRAM	18,000.00	16,656.00	190.00	15,928.00	538.00 96.77%	8,955.00	872.00	-97.9%
001.3410.0400	CONTRACTUAL EXPENSE	7,000.00	1,780.00	1,588.90	-	191.10 89.26%	395.00	3,565.18	302.3%
001.3410.0403	EDUCATION & TRAINING	8,000.00	8,650.00	8,650.00	-	- 100.00%	2,001.66	177.22	332.1%
001.3410.0404	HEALTH CLUB REIMBURSEMENT	2,000.00	-	-	-	- 0.00%	-	350.83	-
001.3410.0406	OFFICE SUPPLIES	5,000.00	1,500.00	1,433.21	-	66.79 95.55%	345.50	4,719.93	314.8%
001.3410.0411	ADVANCED I.T. SYSTEMS SUPPORT	30,000.00	424.00	393.75	-	30.25 92.87%	18,905.00	-	-97.9%
001.3410.0413	ELECTRICITY	44,000.00	56,603.00	56,602.43	-	0.57 100.00%	53,495.19	37,463.90	5.8%
001.3410.0414	NATURAL GAS	25,000.00	49,295.00	48,934.57	-	360.43 99.27%	39,964.18	41,571.46	22.4%
001.3410.0415	WATER	7,000.00	7,000.00	5,546.66	-	1,453.34 79.24%	5,094.25	5,950.14	8.9%
001.3410.0417	BLDG REPAIRS & MAINTENANCE	100,000.00	126,476.00	126,475.40	-	0.60 100.00%	138,517.39	74,365.00	-8.7%
001.3410.0429	FIRE CHIEFS' ASSOCIATION FEES	2,000.00	400.00	400.00	-	- 100.00%	655.00	1,778.64	-38.9%
001.3410.0430	FIRE INSPECTION	35,000.00	32,890.00	32,888.00	-	2.00 99.99%	26,011.60	13,280.73	26.4%
001.3410.0431	PARTS/REPAIRS FOR VEHICLE EQUIP	80,000.00	147,267.00	126,959.19	20,307.33	0.48 100.00%	144,246.84	69,981.29	-12.0%
001.3410.0432	COLLISION & PAINTING CHARGES	15,000.00	33.00	-	-	33.00 0.00%	1,063.50	63,502.86	-100.0%
001.3410.0442	TRAINING	15,000.00	49.00	46.75	-	2.25 95.41%	-	307.00	100.0%
001.3410.0444	UNIFORMS	6,000.00	4,500.00	4,499.70	-	0.30 99.99%	2,753.00	5,489.87	63.4%
001.3410.0445	TURNOUT GEAR	100,000.00	169,101.80	150,875.28	17,242.44	984.08 99.42%	13,854.51	128,300.94	989.0%
001.3410.0451	SCOTT AIR PAC MAINTENANCE	25,000.00	35,778.00	35,777.49	-	0.51 100.00%	16,800.93	17,024.01	112.9%
001.3410.0452	HOSE & LADDER TESTING	10,000.00	-	-	-	- 0.00%	7,852.40	775.00	-100.0%
001.3410.0481	PHYSICALS	10,000.00	10,000.00	9,334.75	-	665.25 93.35%	6,473.25	15,541.00	44.2%
001.3410.0482	RADIO CONTRACT & REPAIRS	30,000.00	14,058.32	2,000.00	12,057.86	0.46 100.00%	10,181.88	24,873.32	-80.4%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					**			***
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL	% v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22 % var
001.3410.0504	FIRE PREVENTION	5,000.00	5,000.00	4,083.00	-	917.00	81.66%	3,326.00	-	22.8%
001.3410.0512	REHABILITATION	8,000.00	6,600.00	6,588.56	-	11.44	99.83%	3,837.70	4,072.75	71.7%
Dept. Total:		758,500.00	832,503.12	757,360.48	67,436.59	7,706.05	99.07%	637,176.12	639,741.67	18.9%
<b>3510 Animal Control</b>										
001.3510.0400	CONTRACTUAL EXPENSE	43,700.00	42,428.00	42,428.00	-	-	100.00%	40,640.00	28,754.20	4.4%
Dept. Total:		43,700.00	42,428.00	42,428.00	-	-	100.00%	40,640.00	28,754.20	4.4%
<b>3620 Building Department</b>										
001.3620.0100	PERSONNEL SERVICES	639,215.00	664,772.00	664,771.80	-	0.20	100.00%	524,571.45	489,398.24	26.7%
001.3620.0101	PERSONNEL - OVERTIME	44,000.00	44,000.00	40,849.35	-	3,150.65	92.84%	40,340.56	28,279.57	1.3%
001.3620.0111	PERSONNEL - PART TIME	-	-	-	-	-	0.00%	7,110.25	488.75	-100.0%
001.3620.0200	EQUIPMENT	-	-	-	-	-	0.00%	-	660.87	-
001.3620.0403	EDUCATION & TRAINING	4,000.00	4,239.00	4,238.98	-	0.02	100.00%	2,975.53	2,685.35	42.5%
001.3620.0406	OFFICE SUPPLIES	3,200.00	3,426.00	3,425.03	-	0.97	99.97%	4,127.88	4,570.13	-17.0%
001.3620.0422	LEASE & MAINTENANCE CONTRACTS	3,200.00	3,200.00	2,458.73	-	741.27	76.84%	-	-	100.0%
001.3620.0440	POSTAGE - BUILDING DEPARTMENT	2,000.00	2,000.00	2,000.00	-	-	100.00%	2,000.00	2,500.00	0.0%
001.3620.0498	CODE BOOKS	1,000.00	535.00	-	-	535.00	0.00%	-	-	-
Dept. Total:		696,615.00	722,172.00	717,743.89	-	4,428.11	99.39%	581,125.67	528,582.91	23.5%
<b>3650 Demolition Of Unsafe Buildings</b>										
001.3650.0400	CONTRACTUAL EXPENSE-DEMOLITION	-	-	-	-	-	-	-	25,000.00	-
Dept. Total:		-	-	-	-	-	0.00%	-	25,000.00	-
<b>3989 Code Enforcement Department</b>										
001.3989.0100	PERSONNEL SERVICES	599,258.00	621,258.00	612,593.88	-	8,664.12	98.61%	439,970.23	482,442.00	39.2%
001.3989.0101	PERSONNEL - OVERTIME	30,000.00	24,443.00	22,272.52	-	2,170.48	91.12%	25,270.82	18,787.80	-11.9%
001.3989.0111	PERSONNEL - PART TIME	88,300.00	46,300.00	43,599.25	-	2,700.75	94.17%	47,081.25	-	-7.4%
001.3989.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	-	0.00%	28,284.84	1,089.03	-100.0%
001.3989.0403	EDUCATION & TRAINING	3,500.00	3,500.00	3,080.00	-	420.00	88.00%	2,287.11	945.00	34.7%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.3989.0406	OFFICE SUPPLIES	4,000.00	4,425.00	4,422.89	-	2.11 99.95%	6,057.83	5,972.09	-27.0%
001.3989.0410	PRINTING	3,500.00	2,555.00	-	-	2,555.00 0.00%	-	189.00	-
001.3989.0440	POSTAGE - CODE ENFORCEMENT DPT	3,000.00	3,000.00	3,000.00	-	- 100.00%	2,000.00	2,000.00	50.0%
001.3989.0444	UNIFORMS	3,900.00	4,420.00	4,417.66	-	2.34 99.95%	-	-	100.0%
001.3989.0447	TURNOUT GEAR	16,000.00	16,000.00	2,368.00	11,130.00	2,502.00 84.36%	-	751.80	100.0%
001.3989.0467	PROPERTY MAINTENANCE	10,000.00	680.00	-	-	680.00 0.00%	-	-	-
001.3989.0485	CODE ENFORCEMENT	-	-	-	-	- 0.00%	11,123.51	7,557.24	-100.0%
001.3989.0523	PROCESS SERVER - CODE	6,000.00	15,320.00	15,320.00	-	- 100.00%	-	-	100.0%
Dept. Total:		767,458.00	741,901.00	711,074.20	11,130.00	19,696.80 97.35%	562,075.59	519,733.96	26.5%
<u>4540 Ambulance</u>									
001.4540.0436	AMBULANCE-VOLUNTEER	346,430.00	369,656.00	369,655.09	-	0.91 100.00%	360,640.27	306,459.41	2.5%
Dept. Total:		346,430.00	369,656.00	369,655.09	-	0.91 100.00%	360,640.27	306,459.41	2.5%
<u>5010 Street Administration</u>									
001.5010.0100	PERSONNEL SERVICES	196,974.00	206,264.00	206,262.35	-	1.65 100.00%	193,990.88	250,321.45	6.3%
001.5010.0101	PERSONNEL - OVERTIME	5,000.00	5,000.00	2,035.23	-	2,964.77 40.70%	1,813.18	1,605.49	12.2%
001.5010.0200	EQUIPMENT	-	-	-	-	- 0.00%	1,158.64	668.41	-100.0%
001.5010.0406	OFFICE SUPPLIES	1,000.00	1,000.00	82.81	-	917.19 8.28%	1,508.32	2,862.90	-94.5%
Dept. Total:		202,974.00	212,264.00	208,380.39	-	3,883.61 98.17%	198,471.02	255,458.25	5.0%
<u>5110 Street Maintenance</u>									
001.5110.0100	PERSONNEL SERVICES	972,225.00	947,958.00	943,223.65	-	4,734.35 99.50%	887,884.55	892,894.60	6.2%
001.5110.0101	PERSONNEL - OVERTIME	50,000.00	50,000.00	40,946.63	-	9,053.37 81.89%	33,221.04	19,422.50	23.3%
001.5110.0105	OUT OF TITLE	16,000.00	7,520.00	6,493.45	-	1,026.55 86.35%	18,541.63	12,535.28	-65.0%
001.5110.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	- 0.00%	79,257.17	-	-100.0%
001.5110.0200	EQUIPMENT	5,000.00	4,080.00	89.88	-	3,990.12 2.20%	456.18	1,341.00	-80.3%
001.5110.0201	SMALL TOOLS & SUPPLIES	3,000.00	3,920.00	3,918.37	-	1.63 99.96%	1,246.24	2,434.39	214.4%
001.5110.0400	CONTRACTUAL EXPENSE	-	3,978.60	-	3,978.60	- 100.00%	-	7,353.60	-
001.5110.0401	MATERIALS & SUPPLIES	65,000.00	54,500.00	50,561.86	-	3,938.14 92.77%	60,244.57	38,659.66	-16.1%
001.5110.0444	UNIFORMS	30,000.00	44,977.00	44,976.51	-	0.49 100.00%	15,944.17	28,590.80	182.1%
001.5110.0472	TREES	5,000.00	13,480.00	8,566.61	4,912.00	1.39 99.99%	2,242.00	1,306.73	282.1%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.5110.0481	PHYSICALS	2,000.00	2,000.00	1,618.00	-	382.00 80.90%	1,977.00	1,415.00	-18.2%
001.5110.0482	RADIO CONTRACT & REPAIRS	5,000.00	5,000.00	2,923.69	-	2,076.31 58.47%	3,318.36	1,476.27	-11.9%
001.5110.0489	TREE REMOVAL	10,000.00	10,000.00	5,752.00	-	4,248.00 57.52%	-	-	100.0%
001.5110.0573	CAMERA/TV INSPECTION	10,000.00	10,000.00	565.00	-	9,435.00 5.65%	-	-	100.0%
Dept. Total:		1,173,225.00	1,157,413.60	1,109,635.65	8,890.60	38,887.35 96.64%	1,104,332.91	1,007,429.83	0.5%
<u>5140 Snow Removal</u>									
001.5140.0101	PERSONNEL - OVERTIME	90,000.00	27,712.00	21,462.32	-	6,249.68 77.45%	84,443.44	116,823.76	-74.6%
001.5140.0200	EQUIPMENT	20,000.00	18,948.00	12,329.88	-	6,618.12 65.07%	18,965.52	13,988.50	-35.0%
001.5140.0201	SMALL TOOLS & SUPPLIES	3,000.00	4,052.00	4,051.70	-	0.30 99.99%	1,827.01	2,058.53	121.8%
001.5140.0400	CONTRACTUAL EXPENSE	-	-	-	-	- 0.00%	-	364.00	
001.5140.0487	SNOW - SAND & SALT	100,000.00	63,319.00	56,098.24	-	7,220.76 88.60%	88,752.02	92,254.66	-36.8%
Dept. Total:		213,000.00	114,031.00	93,942.14	-	20,088.86 82.38%	193,987.99	225,489.45	-51.6%
<u>5180 Street &amp; Traffic Lighting</u>									
001.5180.0200	EQUIPMENT	30,000.00	12,500.00	8,299.44	3,937.80	262.76 97.90%	-	5,324.00	100.0%
001.5180.0201	SMALL TOOLS & SUPPLIES	2,500.00	2,500.00	-	-	2,500.00 0.00%	11,459.40	6,392.10	-100.0%
001.5180.0238	TRAFFIC SIGNAL MAINTENANCE	45,000.00	45,000.00	44,622.50	-	377.50 99.16%	37,216.88	39,314.89	19.9%
001.5180.0413	ELECTRICITY	260,000.00	297,809.00	297,808.23	-	0.77 100.00%	286,506.37	242,128.67	3.9%
001.5180.0575	STREET LIGHT MAINTENANCE	20,000.00	37,500.00	34,579.91	-	2,920.09 92.21%	18,386.32	-	88.1%
Dept. Total:		357,500.00	395,309.00	385,310.08	3,937.80	6,061.12 98.47%	353,568.97	293,159.66	9.0%
<u>5190 Street Cleaning</u>									
001.5190.0100	PERSONNEL SERVICES	74,720.00	79,405.00	79,403.74	-	1.26 100.00%	77,568.27	74,730.35	2.4%
001.5190.0101	PERSONNEL - OVERTIME	1,000.00	1,000.00	542.09	-	457.91 54.21%	202.06	1,930.02	168.3%
001.5190.0434	REPLACEMENT BROOMS-SWEEPER	7,250.00	7,250.00	6,231.88	-	1,018.12 85.96%	3,445.00	5,789.00	80.9%
Dept. Total:		82,970.00	87,655.00	86,177.71	-	1,477.29 98.31%	81,215.33	82,449.37	6.1%
<u>6720 Nutrition Program - III C.1</u>									
001.6720.0100	PERSONNEL SERVICES	89,189.00	94,389.00	94,385.18	-	3.82 100.00%	-	-	100.0%



**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.6720.0111	PERSONNEL - PART TIME	48,880.00	37,680.00	36,465.50	-	1,214.50 96.78%	16,310.00	17,412.05	123.6%
001.6720.0200	EQUIPMENT	5,000.00	1,505.00	1,504.75	-	0.25 99.98%	3,669.52	4,071.37	-59.0%
001.6720.0401	MATERIALS & SUPPLIES	7,000.00	1,470.00	1,469.54	-	0.46 99.97%	6,082.64	1,931.16	-75.8%
001.6720.0426	NUTRITION FOOD CONTRACT	100,245.00	80,188.00	74,815.94	-	5,372.06 93.30%	72,189.90	92,396.52	3.6%
001.6720.0459	AGING - ARTS WORKSHOPS	6,200.00	21,225.00	21,222.40	-	2.60 99.99%	10,144.28	3,980.00	109.2%
Dept. Total:		256,514.00	236,457.00	229,863.31	-	6,593.69 97.21%	108,396.34	119,791.10	112.1%
<b>6730 Nutrition Program - WIN</b>									
001.6730.0100	PERSONNEL SERVICES	-	-	-	-	-	90,179.24	104,457.93	-100.0%
001.6730.0101	PERSONNEL - OVERTIME	3,000.00	3,443.00	3,442.59	-	0.41 99.99%	3,438.72	3,597.51	0.1%
001.6730.0111	PERSONNEL - PART TIME	15,600.00	-	-	-	- 0.00%	26,679.50	16,393.00	-100.0%
001.6730.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	- 0.00%	102,950.24	-	-100.0%
001.6730.0401	MATERIALS & SUPPLIES	2,000.00	3,361.00	3,360.34	-	0.66 99.98%	244.44	-	-1274.7%
001.6730.0426	NUTRITION FOOD CONTRACT	31,250.00	51,307.00	51,306.10	-	0.90 100.00%	35,583.69	29,281.32	44.2%
Dept. Total:		51,850.00	58,111.00	58,109.03	-	1.97 100.00%	259,075.83	153,729.76	-77.6%
<b>6740 Nutrition Program - III C 2 (Home Delivery)</b>									
001.6740.0111	PERSONNEL - PART TIME	31,200.00	52,557.00	49,818.62	-	2,738.38 94.79%	15,035.75	11,453.00	231.3%
001.6740.0401	MATERIALS & SUPPLIES	1,000.00	1,576.00	1,575.48	-	0.52 99.97%	378.75	-	316.0%
001.6740.0426	NUTRITION FOOD CONTRACT	18,800.00	14,533.00	5,508.96	-	9,024.04 37.91%	21,989.28	18,572.78	-74.9%
Dept. Total:		51,000.00	68,666.00	56,903.06	-	11,762.94 82.87%	37,403.78	30,025.78	52.1%
<b>6750 Nutrition Program - III B (Transportation)</b>									
001.6750.0100	PERSONNEL SERVICES	51,565.00	45,365.00	42,839.29	-	2,525.71 94.43%	14,392.71	61,874.42	197.6%
001.6750.0101	PERSONNEL - OVERTIME	-	280.00	238.59	-	41.41 85.21%	111.40	4,689.71	114.2%
001.6750.0111	PERSONNEL - PART TIME	41,600.00	41,600.00	37,843.75	-	3,756.25 90.97%	28,571.75	37,875.75	32.5%
001.6750.0490	BUS RENTALS	6,800.00	8,850.00	8,850.00	-	- 100.00%	2,200.00	-	302.3%
Dept. Total:		99,965.00	96,095.00	89,771.63	-	6,323.37 93.42%	45,275.86	104,439.88	98.3%
<b>7110 Parks</b>									

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 21/22 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.7110.0100	PERSONNEL SERVICES	120,963.00	120,963.00	118,835.76	-	2,127.24 98.24%	123,020.00	115,985.01	-3.4%
001.7110.0101	PERSONNEL - OVERTIME	16,000.00	35,000.00	32,620.55	-	2,379.45 93.20%	24,073.00	7,437.82	35.5%
001.7110.0109	PERSONNEL - PARK ATTENDANTS	60,000.00	72,000.00	65,914.50	-	6,085.50 91.55%	62,306.50	54,618.50	5.8%
001.7110.0250	OTHER EQUIPMENT	25,000.00	26,646.00	26,645.70	-	0.30 100.00%	29,008.97	22,744.35	-8.1%
001.7110.0400	CONTRACTUAL EXPENSE	35,000.00	17,643.00	17,642.43	-	0.57 100.00%	30,758.44	8,646.06	-42.6%
001.7110.0401	MATERIALS	50,000.00	75,953.00	75,952.73	-	0.27 100.00%	48,700.82	49,434.99	56.0%
001.7110.0413	ELECTRICITY	30,000.00	33,883.00	33,882.85	-	0.15 100.00%	33,379.89	24,836.30	1.5%
001.7110.0414	NATURAL GAS	4,000.00	7,000.00	6,848.29	-	151.71 97.83%	4,769.07	3,700.74	43.6%
001.7110.0415	WATER	30,000.00	23,117.00	19,920.93	-	3,196.07 86.17%	20,684.28	18,877.61	-3.7%
001.7110.0417	BLDG REPAIRS & MAINTENANCE	10,000.00	62,050.00	59,455.67	2,585.73	8.60 99.99%	11,422.61	10,073.54	420.5%
Dept. Total:		380,963.00	474,255.00	457,719.41	2,585.73	13,949.86 97.06%	388,123.58	316,354.92	17.9%
<u>7230 Marina</u>									
001.7230.0400	CONTRACTUAL EXPENSE	20,000.00	32,042.00	32,042.00	-	- 100.00%	16,350.00	13,350.00	96.0%
001.7230.0401	MATERIALS	10,000.00	1,820.00	1,819.71	-	0.29 99.98%	3,010.75	6,967.28	-39.6%
Dept. Total:		30,000.00	33,862.00	33,861.71	-	0.29 100.00%	19,360.75	20,317.28	74.9%
<u>7310 Recreation Department</u>									
001.7310.0100	PERSONNEL SERVICES	168,475.00	178,666.00	178,665.14	-	0.86 100.00%	168,260.46	171,373.18	6.2%
001.7310.0101	PERSONNEL - OVERTIME	1,500.00	1,500.00	1,298.01	-	201.99 86.53%	1,163.57	588.12	11.6%
001.7310.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	- 0.00%	-	6,076.76	-
001.7310.0401	MATERIALS & SUPPLIES	300.00	300.00	296.85	-	3.15 98.95%	189.05	246.07	57.0%
001.7310.0403	EDUCATION & TRAINING	500.00	500.00	460.00	-	40.00 92.00%	428.00	355.00	7.5%
001.7310.0406	OFFICE SUPPLIES	2,800.00	2,800.00	882.28	-	1,917.72 31.51%	1,230.60	696.42	-28.3%
001.7310.0432	DAY CAMP	70,000.00	70,000.00	60,539.54	-	9,460.46 86.49%	29,907.84	-	102.4%
001.7310.0455	HANDICAP CONSORTIUM	21,829.00	21,829.00	21,829.00	-	- 100.00%	21,829.00	21,829.00	0.0%
001.7310.0460	YOUTH BASEBALL LEAGUES	24,000.00	20,000.00	18,000.00	-	2,000.00 90.00%	18,000.00	18,000.00	0.0%
001.7310.0490	YOUTH PROGRAMS	13,000.00	15,000.00	13,602.10	-	1,397.90 90.68%	12,136.75	5,490.00	12.1%
001.7310.0502	SOCCER	31,000.00	31,000.00	31,000.00	-	- 100.00%	-	-	100.0%
001.7310.0509	SPECIAL CITIZEN CAMP	16,000.00	16,000.00	14,663.13	-	1,336.87 91.64%	10,885.15	300.00	34.7%
001.7310.0510	COLUMBUS PARK PLAYGROUND	6,500.00	6,500.00	6,090.64	-	409.36 93.70%	4,623.39	-	31.7%
001.7310.0514	CUB CAMP	9,000.00	9,000.00	8,922.83	-	77.17 99.14%	7,065.85	-	26.3%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
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ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
Dept. Total:		364,904.00	373,095.00	356,249.52	-	16,845.48 95.48%	275,719.66	224,954.55	29.2%
<b>7330 Rec - Summer &amp; Part-Time Staff</b>									
001.7330.0149	COLUMBUS SPRAY PARK - P/T	18,000.00	18,000.00	17,158.50	-	841.50 95.33%	17,446.50	-	-1.7%
001.7330.0150	DAY CAMP PERSONNEL	105,000.00	105,000.00	95,384.26	-	9,615.74 90.84%	68,982.40	-	38.3%
001.7330.0151	BASKETBALL	1,000.00	1,000.00	-	-	1,000.00 0.00%	-	-	-
001.7330.0152	SPECIAL CITIZENS DAY CAMP	13,200.00	13,200.00	13,200.00	-	- 100.00%	13,200.00	-	0.0%
001.7330.0170	YOUTH SOCCER-ALL 4 SEASONS	25,000.00	25,000.00	20,325.00	-	4,675.00 81.30%	6,937.50	-	193.0%
001.7330.0172	YOUTH PROGRAMS	15,000.00	1,480.00	1,480.00	-	- 100.00%	4,415.00	-	-66.5%
001.7330.0174	CUB CAMP - P/T	13,000.00	13,000.00	10,947.25	-	2,052.75 84.21%	11,797.50	-	-7.2%
Dept. Total:		190,200.00	176,680.00	158,495.01	-	18,184.99 89.71%	122,778.90	-	29.1%
<b>7340 Youth Services</b>									
001.7340.0100	PERSONNEL SERVICES	73,070.00	58,070.00	52,784.32	-	5,285.68 90.90%	45,000.02	34,999.24	17.3%
001.7340.0107	PROGRAM ASSISTANTS - YOUTH GRANT	-	107,910.00	103,060.13	-	4,849.87 95.51%	83,236.50	37,825.50	23.8%
001.7340.0403	EDUCATION & TRAINING	1,050.00	335.00	269.08	-	65.92 80.32%	1,008.64	-	-73.3%
001.7340.0406	OFFICE SUPPLIES	450.00	450.00	40.00	-	410.00 8.89%	93.82	645.02	-57.4%
001.7340.0490	YOUTH PROGRAMS INITIATIVE	3,500.00	18,992.00	18,625.92	363.40	2.68 99.99%	14,208.26	10,073.75	31.1%
Dept. Total:		78,070.00	185,757.00	174,779.45	363.40	10,614.15 94.29%	143,547.24	83,543.51	21.8%
<b>7410 Library</b>									
001.7410.0400	CONTRACTUAL EXPENSE	1,090,670.00	1,094,670.00	1,094,670.00	-	- 100.00%	1,069,810.00	1,069,810.01	2.3%
Dept. Total:		1,090,670.00	1,094,670.00	1,094,670.00	-	- 100.00%	1,069,810.00	1,069,810.01	2.3%
<b>7550 Celebrations</b>									
001.7550.0550	MEMORIAL DAY	-	1,000.00	1,000.00	-	- 100.00%	1,500.00	-	-33.3%
001.7550.0551	4TH OF JULY	5,000.00	45,000.00	45,000.00	-	- 100.00%	40,000.00	-	12.5%
001.7550.0552	COLUMBUS DAY	-	2,500.00	2,500.00	-	- 100.00%	-	-	100.0%
001.7550.0553	DECEMBER HOLIDAY EVENTS	8,000.00	8,000.00	5,649.81	-	2,350.19 70.62%	4,580.63	2,474.43	23.3%
001.7550.0554	EASTER EGG HUNT	3,000.00	3,000.00	2,940.73	-	59.27 98.02%	2,431.86	-	20.9%
001.7550.0555	SPECIAL EVENTS	3,000.00	3,000.00	756.00	-	2,244.00 25.20%	10,139.95	256.00	-92.5%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
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ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY22/23 v FY 21/22		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.7550.0556	HALLOWEEN	4,000.00	4,000.00	3,803.29	-	196.71 95.08%	3,762.56	-	1.1%
001.7550.0557	CONCERT EXPENSES	8,000.00	8,000.00	7,900.00	-	100.00 98.75%	3,150.00	-	150.8%
001.7550.0559	VETERANS DAY	1,000.00	1,000.00	1,000.00	-	- 100.00%	-	-	100.0%
001.7550.0562	PORT CHESTER DAY	15,000.00	15,000.00	10,061.25	-	4,938.75 67.08%	8,148.75	-	23.5%
Dept. Total:		47,000.00	90,500.00	80,611.08	-	9,888.92 89.07%	73,713.75	2,730.43	9.4%
<b>7630 Adult Rec - Summer &amp; Part-Time Staff</b>									
001.7630.0161	ADULT PROGRAMS	3,000.00	3,000.00	-	-	3,000.00 0.00%	-	-	
Dept. Total:		3,000.00	3,000.00	-	-	3,000.00 0.00%	-	-	
<b>8010 Commissions</b>									
001.8010.0115	PLANNING COMMISSION	1,500.00	1,500.00	-	-	1,500.00 0.00%	-	-	
001.8010.0116	RECREATION COMMISSION	1,200.00	1,200.00	1,024.95	-	175.05 85.41%	1,013.28	686.12	1.2%
001.8010.0117	PARKS COMMISSION	1,100.00	670.00	521.78	-	148.22 77.88%	1,223.81	1,347.50	-5.4%
001.8010.0118	TRAFFIC COMMISSION	660.00	660.00	521.78	-	138.22 79.06%	428.24	539.00	21.8%
001.8010.0121	TAXI COMMISSION	660.00	1,090.00	1,088.48	-	1.52 99.86%	-	134.75	100.0%
001.8010.0122	ZONING BOARD	500.00	500.00	-	-	500.00 0.00%	-	-	
001.8010.0140	ETHICS BOARD	1,320.00	1,320.00	-	-	1,320.00 0.00%	554.20	-	-100.0%
001.8010.0400	CONTRACTUAL EXPENSE	-	-	-	-	- 0.00%	-	5,578.73	
001.8010.0406	OFFICE SUPPLIES	500.00	500.00	487.54	-	12.46 97.51%	15.00	-	3150.3%
001.8010.0570	BEAUTIFICATION MATERIALS & SUPPLIES	4,000.00	4,000.00	3,691.53	-	308.47 92.29%	3,661.31	-	0.8%
Dept. Total:		11,440.00	11,440.00	7,336.06	-	4,103.94 64.13%	6,895.84	8,286.10	6.4%
<b>8020 Planning &amp; Development</b>									
001.8020.0100	PERSONNEL SERVICES	252,270.00	262,577.00	262,576.68	-	0.32 100.00%	217,572.66	291,309.73	20.7%
001.8020.0101	PERSONNEL - OVERTIME	8,000.00	5,000.00	3,321.72	-	1,678.28 66.43%	7,490.66	16,321.30	-55.7%
001.8020.0199	RETIREMENT / SEPARATION PAY	-	-	-	-	- 0.00%	-	26,386.68	
001.8020.0400	CONTRACTUAL EXPENSE	-	82,100.00	82,000.00	-	100.00 99.88%	-	25,000.00	100.0%
001.8020.0401	CONSULTANTS	10,000.00	43,762.24	35,134.00	2,831.00	5,797.24 86.75%	38,561.66	1,260.00	-8.9%
001.8020.0403	EDUCATION & TRAINING	1,250.00	1,250.00	907.13	-	342.87 72.57%	799.00	899.00	13.5%
001.8020.0406	OFFICE SUPPLIES	1,200.00	1,200.00	904.25	-	295.75 75.35%	1,241.72	896.54	-27.2%
001.8020.0440	POSTAGE - PLANNING DEPARTMENT	500.00	500.00	500.00	-	- 100.00%	350.00	350.00	42.9%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
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ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v			
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL	% v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.8020.0517	CONSULTANT - GRANT WRITING	36,000.00	39,000.00	39,000.00	-	-	100.00%	36,000.00	36,000.00	8.3%
Dept. Total:		309,220.00	435,389.24	424,343.78	2,831.00	8,214.46	98.11%	302,015.70	398,423.25	40.5%
<u>8050 ETPA</u>										
001.8050.0400	CONTRACTUAL EXPENSE	7,500.00	7,500.00	7,380.00	-	120.00	98.40%	7,400.00	7,420.00	-0.3%
Dept. Total:		7,500.00	7,500.00	7,380.00	-	120.00	98.40%	7,400.00	7,420.00	-0.3%
<u>8160 Refuse &amp; Recycling</u>										
001.8160.0100	PERSONNEL SERVICES	1,438,759.00	1,450,059.00	1,450,058.09	-	0.91	100.00%	1,342,828.42	1,340,587.01	8.0%
001.8160.0101	PERSONNEL - OVERTIME	80,000.00	68,700.00	61,177.93	-	7,522.07	89.05%	127,991.34	86,067.37	-52.2%
001.8160.0106	HOLIDAY PAY	75,000.00	14,695.00	9,573.07	-	5,121.93	65.15%	28,300.28	59,671.86	-66.2%
001.8160.0108	PERSONNEL - SEASONAL	75,000.00	12,643.00	4,766.25	-	7,876.75	37.70%	43,228.15	70,566.36	-89.0%
001.8160.0199	RETIREMENT / SEPARATION PAY	-	42,639.00	42,638.77	-	0.23	100.00%	33,191.22	78,902.52	28.5%
001.8160.0237	WORK BARRELS	6,500.00	8,105.00	7,821.50	-	283.50	96.50%	2,933.28	7,074.30	166.6%
001.8160.0240	FOOD SCRAP - COMPOSTING BINS	250.00	250.00	-	-	250.00	0.00%	650.00	4,323.16	-100.0%
001.8160.0250	OTHER EQUIPMENT	14,000.00	17,336.00	17,335.94	-	0.06	100.00%	8,329.96	13,095.16	108.1%
001.8160.0401	MATERIALS & SUPPLIES	10,000.00	11,550.00	11,542.56	-	7.44	99.94%	11,474.21	4,228.06	0.6%
001.8160.0418	TRANSPORTATION	400.00	400.00	-	-	400.00	0.00%	23.85	300.00	-100.0%
001.8160.0530	FOOD SCRAP - MATERIALS & SUPPLIES	1,000.00	1,000.00	412.10	-	587.90	41.21%	355.49	1,667.11	15.9%
001.8160.0535	FOOD SCRAP - CARTING/TRANSPORT	8,000.00	6,450.00	300.21	-	6,149.79	4.65%	392.27	915.91	-23.5%
Dept. Total:		1,708,909.00	1,633,827.00	1,605,626.42	-	28,200.58	98.27%	1,599,698.47	1,667,398.82	0.4%
<u>8180 Transfer Station</u>										
001.8180.0448	DUMP FEES - SOLID WASTE	400,000.00	417,666.00	417,665.46	-	0.54	100.00%	411,682.19	379,582.05	1.5%
001.8180.0449	DUMP FEES - ORGANIC WASTE	135,000.00	135,000.00	134,502.20	-	497.80	99.63%	122,585.63	134,038.60	9.7%
Dept. Total:		535,000.00	552,666.00	552,167.66	-	498.34	99.91%	534,267.82	513,620.65	3.4%
<u>9000 NYS Employees Retirement System</u>										
001.9000.0801	STATE RETIREMENT	1,000,000.00	810,693.00	796,768.00	-	13,925.00	98.28%	1,209,602.00	1,203,178.00	-34.1%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					**			**
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22	% var FY22/23 v
	Dept. Total:	1,000,000.00	810,693.00	796,768.00	-	13,925.00 98.28%	1,209,602.00	1,203,178.00		-34.1%
<b>9010 NYS Police &amp; Fire Retirement System</b>										
001.9010.0801	STATE RETIREMENT	2,450,000.00	2,192,064.00	2,151,679.00	-	40,385.00 98.16%	2,232,918.00	2,069,097.00		-3.6%
	Dept. Total:	2,450,000.00	2,192,064.00	2,151,679.00	-	40,385.00 98.16%	2,232,918.00	2,069,097.00		-3.6%
<b>9020 Local Police Pension Fund</b>										
001.9020.0825	POLICE PENSION FUND	3,360.00	3,360.00	-	-	3,360.00 0.00%	3,080.00	3,360.00		-100.0%
	Dept. Total:	3,360.00	3,360.00	-	-	3,360.00 0.00%	3,080.00	3,360.00		-100.0%
<b>9030 Social Security</b>										
001.9030.0802	SOCIAL SECURITY PR TAX	1,080,000.00	1,084,835.00	1,031,584.43	-	53,250.57 95.09%	919,542.84	987,318.94		12.2%
001.9030.0810	MEDICARE PR TAX	255,000.00	256,199.00	252,597.23	-	3,601.77 98.59%	225,686.82	248,964.17		11.9%
	Dept. Total:	1,335,000.00	1,341,034.00	1,284,181.66	-	56,852.34 95.76%	1,145,229.66	1,236,283.11		12.1%
<b>9040 Workers Compensation</b>										
001.9040.0803	WORKERS COMPENSATION	1,200,000.00	1,200,000.00	1,122,145.12	-	77,854.88 93.51%	1,098,313.92	1,103,390.41		2.2%
	Dept. Total:	1,200,000.00	1,200,000.00	1,122,145.12	-	77,854.88 93.51%	1,098,313.92	1,103,390.41		2.2%
<b>9050 State Unemployment Insurance</b>										
001.9050.0805	UNEMPLOYMENT INSURANCE	75,000.00	75,000.00	4,483.65	-	70,516.35 5.98%	4,620.00	100,308.35		-3.0%
	Dept. Total:	75,000.00	75,000.00	4,483.65	-	70,516.35 5.98%	4,620.00	100,308.35		-3.0%
<b>9060 Hospital &amp; Medical Insurance</b>										
001.9060.0807	HOSPITAL & MEDICAL INSURANCE	5,335,000.00	5,401,173.00	5,401,172.37	-	0.63 100.00%	4,825,402.46	4,872,141.77		11.9%
001.9060.0809	HOSPITAL & MEDICAL BUYOUT	150,000.00	212,353.00	212,352.14	-	0.86 100.00%	141,680.12	135,199.67		49.9%
001.9060.0811	MEDICARE REIMBURSEMENT	295,000.00	334,073.00	334,073.20	-	(0.20) 100.00%	296,276.40	274,816.36		12.8%
001.9060.0813	EMPLOYEE ASSISTANCE PROGRAM	7,550.00	10,332.00	10,331.25	-	0.75 99.99%	9,468.75	7,335.00		9.1%
001.9060.0818	SELF PAY MEDICAL (RET)	-	-	(4,491.16)	-	4,491.16	(1,561.77)	(7,866.86)		187.6%



**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

ACCOUNT NO	ACCOUNT DESCRIPTION	** FY JUNE 1, 2022 THRU MAY 31, 2023					** % var FY 22/23 v		
		ORIGINAL BUDGET	ADJUSTED BUDGET	2022/23 ACTUAL	ENCUMBERED	AVAIL BAL % v Bgt	2021/22 ACTUAL	2020/21 ACTUAL	FY 21/22
001.9060.0821	SELF-PAY FINGER PRINT	2,500.00	2,500.00	1,325.00	-	1,175.00 53.00%	600.00	1,975.00	120.8%
001.9060.0822	HEALTH CLUB REIMBURSEMENT	8,000.00	8,000.00	7,554.72	-	445.28 94.43%	6,091.47	6,279.33	24.0%
Dept. Total:		5,798,050.00	5,968,431.00	5,962,317.52	-	6,113.48 99.90%	5,277,957.43	5,289,880.27	13.0%
<b>9070 Life/Dental/Vision Insurance</b>									
001.9070.0804	LIFE INSURANCE	20,000.00	38,926.00	38,925.08	-	0.92 100.00%	17,429.07	73,258.47	123.3%
001.9070.0808	DENTAL INSURANCE	150,000.00	150,000.00	147,300.51	-	2,699.49 98.20%	144,509.00	164,233.03	1.9%
001.9070.0812	VISION PLAN	13,500.00	13,500.00	12,730.73	-	769.27 94.30%	12,028.19	12,604.12	5.8%
001.9070.0819	SELF-PAY DENTAL (RET)	-	-	2,276.51	-	(2,276.51)	227.66	163.16	900.0%
Dept. Total:		183,500.00	202,426.00	201,232.83	-	1,193.17 99.41%	174,193.92	250,258.78	15.5%
<b>9080 Retired Fire Disabled Benefit</b>									
001.9080.0826	SEC. 207A PAYMENTS	28,000.00	28,000.00	27,692.00	-	308.00 98.90%	27,692.00	27,796.68	0.0%
Dept. Total:		28,000.00	28,000.00	27,692.00	-	308.00 98.90%	27,692.00	27,796.68	0.0%
<b>9720 Bond Anticipation Notes</b>									
001.9720.0699	PRIN BAN	-	-	-	-	- 0.00%	-	80,000.00	
001.9720.0797	INT BAN	-	-	-	-	- 0.00%	-	74,369.99	
Dept. Total:		-	-	-	-	- 0.00%	-	154,369.99	
<b>9900 Transfers To Other Funds</b>									
001.9900.0900	TRANSFER TO CAPITAL	-	2,359,050.00	2,359,050.00	-	- 100.00%	135,000.00	570,109.44	1647.4%
Dept. Total:		-	2,359,050.00	2,359,050.00	-	- 100.00%	135,000.00	570,109.44	1647.4%
<b>9901 Transfers To Debt Service</b>									
001.9901.0906	TRANSFER TO DEBT - PRINCIPAL	4,760,680.00	4,760,680.00	4,760,680.00	-	- 100.00%	4,900,680.00	4,720,680.00	-2.9%
001.9901.0907	TRANSFER TO DEBT - INTEREST	1,448,215.00	1,448,215.00	1,448,213.14	-	1.86 100.00%	1,608,039.30	1,349,510.08	-9.9%
Dept. Total:		6,208,895.00	6,208,895.00	6,208,893.14	-	1.86 100.00%	6,508,719.30	6,070,190.08	-4.6%

**VILLAGE OF PORT CHESTER  
FISCAL YEAR JUNE 1, 2022 THRU MAY 31, 2023  
INTERIM YEAR END GENERAL FUND BUDGET SUMMARY REPORT (UNAUDITED - SUBJECT TO ADJUSTMENT)**

<u>ACCOUNT NO</u>	<u>ACCOUNT DESCRIPTION</u>	** FY JUNE 1, 2022 THRU MAY 31, 2023					<u>AVAIL BAL % v Bgt</u>	**		**
		<u>ORIGINAL BUDGET</u>	<u>ADJUSTED BUDGET</u>	<u>2022/23 ACTUAL</u>	<u>ENCUMBERED</u>	<u>2021/22 ACTUAL</u>		<u>2020/21 ACTUAL</u>	<u>FY 21/22</u>	
	<b>Total Expenditures:</b>	<u>45,676,667.00</u>	<u>48,658,330.33</u>	<u>47,731,810.15</u>	<u>271,068.34</u>	<u>655,451.84</u>	<u>98.65%</u>	<u>42,983,854.64</u>	<u>44,205,002.45</u>	11.0%
	<b>Net Change in Fund Balance (Equity) - General Fund:</b>			<u>4,199,175.74</u>	Estimate (*)			<u>5,007,647.95</u>	<u>2,156,240.61</u>	
	<b>Reconciliation to Adjusted Net Unrestricted Fund Balance -</b>							Actual	Actual	
			Restricted - Parking	(1,100,026.00)						
			Restricted- Wk Comp	(372,471.00)						
			<b>Adj Unrestricted Net Change in FB</b>	<u>2,726,678.74</u>	Estimate (*)					
			<b>(Subject to Audit &amp; Final Revision)</b>							
			<b>Total Expense vs Prior Fiscal Year - Incr/(Dcr)</b>		11.0%	Estimate (*)				
			<b>Total Revenue vs Prior Fiscal Year - Incr/(Dcr)</b>		8.2%	Estimate (*)				
			<b>Net Change in FB % vs Prior Fiscal Year</b>		-16.1%	Estimate (*)				

## **MOTION TO APPROVE CONSENT AGENDA RESOLUTIONS**

TRUSTEE DIDDEN, made a motion to approve the Consent Agenda Resolution Number 1, 2, 3, 4, 5 and 6 as listed on the Agenda for the purpose of casting one vote for all of the resolutions.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the motion was accepted by the Board of Trustees of the Village of Port Chester, New York.

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

## **CONSENT AGENDA ITEMS - RESOLUTIONS**

### **RESOLUTION #1**

#### **APPOINTMENT OF LEONARDO G. HERNANDEZ-GOMEZ TO THE BOARD OF TAXI COMMISSIONERS**

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

RESOLVED, that LEONARDO G. HERNANDEZ-GOMEZ, of Port Chester, NY, be and she hereby is appointed as a member of the Port Chester Board of Taxi Commissioners, a seat previously held by EDDIE RIVERA effective immediately, with said term to expire on July 16, 2026.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.  
**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

## **RESOLUTION #2**

### **ACCEPTANCE AND APPROVAL OF TYLER APONTE AS A MEMBER TO THE MELLOR ENGINE & HOSE CO. NO. 3**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the Trustees accepted the election of **TYLER APONTE** as a member to the MELLOR ENGINE & HOSE CO. NO. 3 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he/she is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenio-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

## **RESOLUTION #3**

### **ACCEPTANCE AND APPROVAL OF MICHAEL LAWRENCE FRATELLO AS A MEMBER TO THE RELIANCE ENGINE AND HOSE CO. NO. 1**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the Trustees accepted the election of **MICHAEL LAWRENCE FRATELLO** as a member to the RELIANCE ENGINE AND HOSE CO. NO. 1 with the Port Chester Fire

Department, subject to the Village selected physician's evaluation indicating that he/she is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenio-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**RESOLUTION #4**

**ACCEPTANCE AND APPROVAL OF BOBBY SAMANIEGO  
AS A MEMBER TO THE RELIANCE ENGINE AND HOSE CO. NO. 1**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the Trustees accepted the election of BOBBY SAMANIEGO as a member to the RELIANCE ENGINE AND HOSE CO. NO. 1 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he/she is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenio-Thomas

**NOES:** None.

**RECUSE:** None.  
**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

### **RESOLUTION #5**

#### **ACCEPTANCE AND APPROVAL OF NICHOLAS LATELLA AS A MEMBER TO THE PUTNAM ENGINE & HOSE CO. NO. 2**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the Trustees accepted the election of NICHOLAS LATELLA as a member to the PUTNAM ENGINE & HOSE CO. NO. 2 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he/she is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenio-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

### **RESOLUTION #6**

#### **ACCEPTANCE AND APPROVAL OF JULIAN SILVA AS A MEMBER TO THE FIRE PATROL AND RESCUE CO. NO. 1**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the Board of Trustees accepted the election of JULIAN SILVA as a member to the FIRE PATROL AND RESCUE CO. NO. 1 with the Port Chester Fire Department, subject to



the Village selected physician's evaluation indicating that he/she is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

## **MOTION TO COMBINE RESOLUTIONS**

TRUSTEE DIDDEN, asked for a motion to combine Resolution Number 7, 9, 10, 11, 12, 13, 14 and 15 as listed on the Agenda for the purpose of casting one vote for all of the combine resolutions.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the motion was accepted by the Board of Trustees of the Village of Port Chester, New York.

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

Following the vote to combine TRUSTEE DIDDEN made motion to approve Resolution Number 7, 9, 10, 11, 12, 13, 14 and 15.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the motion to approve Resolution Number 7, 9, 10, 11, 12, 13, 14 and 15 was accepted by the Board of Trustees of the Village of Port Chester, New York.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**RESOLUTIONS**

**RESOLUTION #7**

**CONFIRMATION AND APPROVAL OF DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT**

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

WHEREAS, the Village Manager desires to appoint Lynn S. Brooks Avni, AICP as Director of Planning and Economic Development; and

WHEREAS, Section 77-5C of the Village Code requires that the appointment of department heads be subject to the confirmation and approval of the Board of Trustees. Now, therefore, be it

RESOLVED, that the Village Manager’s appointment of Lynn S. Brooks Avni as Director of the Department of Planning and Economic Development is hereby confirmed and approved; with an annual salary of \$125,439 and all rights and privileges afforded her under the village’s collective bargaining agreement with the International Brotherhood of Teamsters.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenio-Thomas  
**NOES:** None.  
**RECUSE:** None.  
**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

## **RESOLUTION #8**

### **RESCINDING BID AWARD FOR THE MUNICIPAL ROOF REPLACEMENT PROJECT**

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

WHEREAS, on May 15, 2023, the Board of Trustees awarded the bid for the Municipal Roof Replacement Project (Bid No. 2023-01) to Prince Contracting and Development, Inc. in the amount of \$859,786 representing the base bid; and

WHEREAS, in correspondence dated July 21, 2023, the contractor notified the village that it desired to withdraw its bid based on computational error; and

WHEREAS, the Village's consulting engineers, Delaware Engineering, has confirmed the situation as constituting sufficient excuse to relieve the contractor of proceeding. Now, therefore, be it

RESOLVED, that the Board accepts Prince Contracting and Development Inc.'s withdrawal of its bid in the matter of the Municipal Roof Replacement Project (Bid No. 2023-01).

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenio-Thomas  
**NOES:** None.  
**RECUSE:** None.  
**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**RESOLUTION #9**

**BUDGET AMENDMENT – CAPITAL PROJECT #2022-258 (BUILDING IMPROVEMENTS - ROOF REPLACEMENT AT N. MAIN STREET SEWER PUMP STATION)**

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

WHEREAS, Capital Project #2022-258 was previously established by the Board of Trustees on November 7, 2022 by adoption of a resolution authorizing the use of Sanitary Sewer Fund Balance as a transfer to capital fund in the amount of \$50,000; and

WHEREAS, the base bid amount previously awarded for the North Main Street Sewer Pump Station Roof project was \$68,386 not including contingency and the project budget was increased by \$25,000 by adoption of a resolution authorizing additional sewer funds on May 15, 2023; and

WHEREAS, the original bid has since been rescinded resulting in the next lowest bidder with an increase to the sewer pump station roof component of \$91,614 for a total bid of \$160,000 not including contingency; and

WHEREAS, in order to facilitate the project an additional \$92,000 funded by the appropriation of General Fund unrestricted fund balance as a transfer to capital is recommended. Now therefore be it,

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify and increase Capital Project #2022-258 (Building Improvements – N. Main Pump Station) as follows:

**GENERAL FUND**

**Revenues:**

A.4995	Appropriated Fund Balance	\$92,000
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**Appropriations:**

A.9900.900	Transfer to Capital Fund	\$92,000
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**CAPITAL FUND**

**Revenues:**

H.5031.2022.258	Transfer from General Fund	\$92,000
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**Appropriations:**

H.8120.400.2022.258	Building Improvements – N Main Pump St	\$92,000
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Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**RESOLUTION #10**

**BID AWARD FOR THE MUNICIPAL ROOF REPLACEMENT PROJECT**

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

WHEREAS, on May 15, 2023, the Board of Trustees awarded the bid for the Municipal Roof Replacement Project (Bid No. 2023-01) to Prince Contracting and Development, Inc. in the amount of \$859,786 using the base bid; and

WHEREAS, following correspondence from the contractor, the Board authorized the bid to be withdrawn based upon excusable error; and

WHEREAS, Cornerstone Restoration Corp. 73 Market Street, Yonkers, New York 10710, submitted the second lowest bid using the base bid; and

WHEREAS, upon review the Village’s consulting engineers, Delaware Engineering, deems this contractor to be qualified and able to timely perform the requested work. Now, therefore, be it

RESOLVED, that the Board hereby award the bid for the Municipal Roof Replacement Project (Bid No. 2023-01) to Cornerstone Restoration in the amount of \$895,000.00, using the base bid.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**RESOLUTION #11**

**BUDGET AMENDMENT – FISCAL YEAR 2023-2024 GENERAL FUND - PROFESSIONAL PLANNING CONSULTANT SERVICES FOR CD-5, CD-6 AND CD-6T DISTRICT ZONING RE-EXAMINATION (RFP#2023-08)**

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

WHEREAS, in order to properly fund the professional planning consultant services re-examination of CD-5, CD-6 and CD-6T general character district zoning regulations as detailed in the request for proposal received and recommended by village staff a General Fund budget amendment is required in the amount of \$47,500.00. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the FY2023-24 General Fund Budget as follows:

**GENERAL FUND**

Revenues:

A.4995                      Appropriated Fund Balance                      \$47,500.00

Appropriations:

A8020.0401                      Consultants                      \$47,500.00

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**



**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas  
**NOES:** None.  
**RECUSE:** None.  
**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**RESOLUTION #12**

**AWARD TO PROVIDE PLANNING CONSULTING SERVICES FOR REEXAMINATION OF THE FORM-BASED CODE, INCLUDING BUT NOT LIMITED TO THE CD-5, CD-6 AND CD-6T DISTRICTS**

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

WHEREAS, the Village of Port Chester advertised for a Request for Proposals to provide planning consulting services regarding the further review and reexamination of the Form-Based Zoning Code, including but not limited to the CD-5, CD-6 and CD-6T Districts; and

WHEREAS, the consultant will be made available as a resource for the study committee and assist the Board in its deliberations and

WHEREAS, through such competitive public procurement process, the village received two proposals; and

WHEREAS, one of the proposers, Cameron Engineering, 171 Crossways Park Drive, Woodbury, New York 11797, is uniquely positioned in that it has experience and subject matter knowledge of the village's Form-Based Code; and

WHEREAS, the Village Manager recommends that the proposal from this firm be accepted. Now, therefore, be it

RESOLVED, that the proposal of Cameron Engineering is hereby accepted, compensation in an amount not to exceed \$47,500; and be it further

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement with the firm.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023

### **RESOLUTION #13**

#### **GENERAL FUND YEAR END BUDGET TRANSFERS FOR FISCAL YEAR ENDING MAY 31, 2023**

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

WHEREAS, New York State Law requires that the Village of Port Chester's operating budget line items be properly funded by appropriations authorized by the local governing body, and

WHEREAS, the Village Treasurer and Village Manager has advised that several General Fund expenditure line items have either exceeded or will exceed their respective appropriations in FY 2022-2023, and

WHEREAS, Board action is required to authorize the necessary adjustments in order to legally authorize the Village Treasurer to expend funds and close out the fiscal year ending May 31, 2023. Now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby authorize the Village Treasurer to make the following budget transfers to the FY 2022-2023 General Fund Budget as follows:

**(SEE ATTACHMENT BT) – Detailed breakdown of all line item transfers.**

Approved as to Form:



Anthony M. Cerreto, Village Attorney

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**RESOLUTION #14**

**AUTHORIZING THE EXECUTION OF A SANITARY SEWER AND UTILITY EASEMENT AGREEMENT WITH SJA RECONSTRUCTION, LLC. ON PROPERTY HELD BY THE VILLAGE OF PORT CHESTER AND DESIGNATED AS SECTION 135.52, BLOCK 1, LOT 21 ON THE TAX MAP OF THE TOWN OF RYE TO FACILITATE A PROPOSED ONE-FAMILY DWELLING**

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

RESOLVED, that the Village Manager be hereby authorized to enter into a “Sanitary Sewer and Utility Easement Agreement” in the form annexed with SJA Reconstruction, LLC., 435 Pleasantville Road, Briarcliff Manor, New York 10510 and execute all necessary documents regarding property held by the Village of Port Chester and designated as Section 135.52, Block 1, Lot 21 on the Tax Map of the Town of Rye to facilitate a proposed one-family dwelling; and be it further

RESOLVED, that the Board’s action is a Type II action not subject to SEQRA review pursuant to Section 617.5(c)(11).

BE IT THEREFORE RESOLVED, that the Agreement is approved, subject to the following conditions being met prior to the submission of an application for a Building Permit:

1. Submission of a final drawing demonstrating fulfillment of each of the review comments contained in the letter by the Village Engineers, dated August 2, 2023, which was based upon the drawing last revised July 19, 2023;
2. Satisfactory evidence of the official filing of the proposed Declaration for No Further Subdivision, and to ensure there shall be no parking within the right-of-way of the unimproved section of Sylvan Road;
3. Satisfactory evidence of the official filing of the proposed Easement; and
4. Full payment of the escrow fees charged for the review of the drawing showing the proposed Sanitary Sewer and Utility Easement.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangeniois-Thomas  
**NOES:** None.  
**RECUSE:** None.  
**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**BOND RESOLUTION #15A**

At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangeniois-Thomas and upon roll being called, the following were

**PRESENT:**  
Deputy Mayor Joan Grangeniois-Thomas  
Trustee John J. Allen, Jr.  
Trustee Juliana C. Alzate  
Trustee Joseph E. Carvin, Jr.  
Trustee Bart A. Didden  
Trustee Philip Dorazio

**ABSENT:**  
Mayor Luis A. Marino

**ALSO PRESENT:**  
Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE DORAZIO, to-wit:

BOND RESOLUTION DATED AUGUST 7, 2023.

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR SOUTH END FIREHOUSE, FOR THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$201,000 AND AUTHORIZING THE ISSUANCE OF \$201,000 SERIAL BONDS OF SAID VILLAGE TO THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have any significant adverse effect on the environment; and

WHEREAS, it is now desired to authorize such capital project and its financing;  
NOW, THEREFORE, BE IT

RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. The purchase of equipment for South End Firehouse, including incidental equipment and expenses in connection therewith, for the Village of Port Chester, Westchester County, New York, is hereby authorized at a maximum estimated cost of not to exceed \$201,000.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$201,000 serial bonds of said Village hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will therefore not exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and

shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangenois-Thomas	VOTING	Aye
BOARD OF TRUSTEE MEETING 08/07/2023			66



Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

### **BOND RESOLUTION #15B**

At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangeniois-Thomas and upon roll being called, the following were

**PRESENT:**

Deputy Mayor Joan Grangeniois-Thomas  
 Trustee John J. Allen, Jr.  
 Trustee Juliana C. Alzate  
 Trustee Joseph E. Carvin, Jr.  
 Trustee Bart A. Didden  
 Trustee Philip Dorazio

**ABSENT:**

Mayor Luis A. Marino

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
 Village Manager, Stuart Rabin  
 Corporation Counsel, Attorney Peter Sisca  
 Village Treasurer, Anthony Siligato  
 Village Attorney, Anthony Cerreto  
 Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE DORAZIO, to-wit:

BOND RESOLUTION DATED AUGUST 7, 2023.

A RESOLUTION AUTHORIZING THE PURCHASE OF POLICE VEHICLES, FOR THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$350,450 AND AUTHORIZING THE ISSUANCE OF \$350,450 SERIAL BONDS OF SAID VILLAGE TO THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have any significant adverse effect on the environment; and

WHEREAS, it is now desired to authorize such capital project and its financing;  
NOW, THEREFORE, BE IT

RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. The purchase of police vehicles, including incidental equipment and expenses in connection therewith, for the Village of Port Chester, Westchester County, New York, is hereby authorized at a maximum estimated cost of not to exceed \$350,450.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$350,450 serial bonds of said Village hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is three years, pursuant to subdivision 77(1<sup>st</sup>) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will therefore not exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and

shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangenois-Thomas	VOTING	Aye
BOARD OF TRUSTEE MEETING 08/07/2023			70

Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

### **BOND RESOLUTION #15C**

At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangeniois-Thomas and upon roll being called, the following were

**PRESENT:**

Deputy Mayor Joan Grangeniois-Thomas  
 Trustee John J. Allen, Jr.  
 Trustee Juliana C. Alzate  
 Trustee Joseph E. Carvin, Jr.  
 Trustee Bart A. Didden  
 Trustee Philip Dorazio

**ABSENT:**

Mayor Luis A. Marino

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
 Village Manager, Stuart Rabin  
 Corporation Counsel, Attorney Peter Sisca  
 Village Treasurer, Anthony Siligato  
 Village Attorney, Anthony Cerreto  
 Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE DORAZIO, to-wit:

BOND RESOLUTION DATED AUGUST 7, 2023.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$381,500 BONDS OF THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF FIRE CHIEF VEHICLES, FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE, BE IT

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the purchase of Fire Chief vehicles, for the Village of Port Chester, Westchester County, New York, including incidental equipment and apparatus in connection therewith, there are hereby authorized to be issued \$381,500 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$381,500, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$381,500 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years, pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by



Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangenois-Thomas	VOTING	Aye
Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

### **BOND RESOLUTION #15D**

At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangenois-Thomas and upon roll being called, the following were

#### **PRESENT:**

Deputy Mayor Joan Grangenois-Thomas  
Trustee John J. Allen, Jr.  
Trustee Juliana C. Alzate  
Trustee Joseph E. Carvin, Jr.  
Trustee Bart A. Didden  
Trustee Philip Dorazio

#### **ABSENT:**

Mayor Luis A. Marino

#### **ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE DORAZIO, to-wit:

BOND RESOLUTION DATED AUGUST 7, 2023.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$502,500 BONDS OF THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF STORM DRAINAGE SYSTEM IMPROVEMENTS, IN AND FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;  
NOW, THEREFORE, BE IT

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of storm drainage system improvements, in and for the Village of Port Chester, Westchester County, New York, including incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$502,500 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$502,500, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the

issuance of the \$502,500 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially

the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangeniois-Thomas	VOTING	Aye
Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

### **BOND RESOLUTION #15E**

At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangeniois-Thomas and upon roll being called, the following were

#### **PRESENT:**

Deputy Mayor Joan Grangeniois-Thomas  
Trustee John J. Allen, Jr.  
Trustee Juliana C. Alzate  
Trustee Joseph E. Carvin, Jr.  
Trustee Bart A. Didden  
Trustee Philip Dorazio

#### **ABSENT:**

Mayor Luis A. Marino

#### **ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE DORAZIO, to-wit:

BOND RESOLUTION DATED AUGUST 7, 2023.

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF COMPUTER EQUIPMENT AND SOFTWARE FOR THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,303,500 AND AUTHORIZING THE ISSUANCE OF \$894,500 SERIAL BONDS OF SAID VILLAGE TO PAY PART OF THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have any significant adverse effect on the environment; and

WHEREAS, it is now desired to authorize such capital project and its financing;  
NOW, THEREFORE, BE IT

RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. The purchase and installation of computer hardware and software, including incidental equipment and expenses in connection therewith, for various departments of the Village of Port Chester, Westchester County, New York, is hereby authorized at a maximum estimated cost of \$1,303,500.



Section 2. The plan for the financing of the aforesaid maximum estimated cost is as follows:

- a) by the issuance of not to exceed \$894,500 serial bonds of said Village, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- b) by the expenditure of not to exceed \$409,000 available funds, hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will not exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangenois-Thomas	VOTING	Aye
Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

### **BOND RESOLUTION #15F**

At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangenois-Thomas and upon roll being called, the following were

#### **PRESENT:**

Deputy Mayor	Joan Grangenois-Thomas
Trustee	John J. Allen, Jr.
Trustee	Juliana C. Alzate

Trustee Joseph E. Carvin, Jr.  
Trustee Bart A. Didden  
Trustee Philip Dorazio  
**ABSENT:**  
Mayor Luis A. Marino

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE ALLEN, to-wit:

BOND RESOLUTION DATED AUGUST 7, 2023.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,238,200 BONDS OF THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, TO PAY A PORTION OF THE COST OF THE PURCHASE OF CONSTRUCTION AND MAINTENANCE EQUIPMENT, IN AND FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;  
NOW, THEREFORE, BE IT

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the purchase of equipment for construction and maintenance purposes, each item of which costs \$30,000 or over, in and for the Village of Port Chester, Westchester County, New York, including incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$1,238,200 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the plan for the financing of the aforesaid \$1,268,200 maximum estimated cost is as follows:

- a) by the issuance of \$1,238,200 serial bonds of the Village hereby authorized to be issued therefor, pursuant to the provisions of the Local Finance Law;  
and
- b) by the appropriation of \$30,000 of available funds, hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
  - 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,
- and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangenois-Thomas	VOTING	Aye
Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

**BOND RESOLUTION #15G**



At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangeniois-Thomas and upon roll being called, the following were

**PRESENT:**

- Deputy Mayor Joan Grangeniois-Thomas
- Trustee John J. Allen, Jr.
- Trustee Juliana C. Alzate
- Trustee Joseph E. Carvin, Jr.
- Trustee Bart A. Didden
- Trustee Philip Dorazio

**ABSENT:**

- Mayor Luis A. Marino

**ALSO PRESENT:**

- Village Clerk, Janusz R. Richards
- Village Manager, Stuart Rabin
- Corporation Counsel, Attorney Peter Sisca
- Village Treasurer, Anthony Siligato
- Village Attorney, Anthony Cerreto
- Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE ALZATE, to-wit:

**BOND RESOLUTION DATED AUGUST 7, 2023.**

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,660,075 BONDS OF THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, TO PAY PART OF THE COST OF THE RECONSTRUCTION OF ROADS, THROUGHOUT AND IN AND FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of

Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;  
NOW, THEREFORE, BE IT

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the reconstruction of roads, throughout and in and for the Village of Port Chester, Westchester County, New York, including drainage, sidewalks, curbs, gutters, landscaping, grading or improving rights-of-way, as well as other incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$1,660,075 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the plan for the financing of the aforesaid \$2,105,500 maximum estimated cost is as follows:

- a) by the issuance of \$1,660,075 serial bonds of the Village hereby authorized to be issued therefor, pursuant to the provisions of the Local Finance Law;  
and
- b) by the appropriation of \$445,425 of available funds, hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangenois-Thomas	VOTING	Aye
Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

### **BOND RESOLUTION #15H**

At a regular meeting of the Board of Trustees of the Village of Port Chester, Westchester County, New York, held at the Village Hall, in Port Chester, New York, in said Village, on the 7<sup>th</sup> day of August 2023, at 11:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Mayor, Grangeniois-Thomas and upon roll being called, the following were

**PRESENT:**

Deputy Mayor Joan Grangeniois-Thomas  
Trustee John J. Allen, Jr.  
Trustee Juliana C. Alzate  
Trustee Joseph E. Carvin, Jr.  
Trustee Bart A. Didden  
Trustee Philip Dorazio

**ABSENT:**

Mayor Luis A. Marino

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Village Attorney, Anthony Cerreto  
Director of Planning and Economic Development, Curt K. LaValla

The following resolution was offered by TRUSTEE DIDDEN, who moved its adoption, seconded by TRUSTEE DORAZIO, to-wit:

**BOND RESOLUTION DATED AUGUST 7, 2023.**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,015,000 BONDS OF THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF VILLAGE HALL GYMNASIUM AND RECREATION CENTER IMPROVEMENTS, FOR**

SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;  
NOW, THEREFORE, BE IT

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Port Chester, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of Village Hall gymnasium and recreation center improvements, in and for the Village of Port Chester, Westchester County, New York, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$3,015,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$3,015,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$3,015,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a) of

paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Port Chester, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.



Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Deputy Mayor	Joan Grangenois-Thomas	VOTING	Aye
Trustee	John J. Allen, Jr.	VOTING	Aye
Trustee	Juliana C. Alzate	VOTING	Aye
Trustee	Joseph E. Carvin, Jr.	VOTING	Aye
Trustee	Bart A. Didden	VOTING	Aye
Trustee	Philip Dorazio	VOTING	Aye

The resolution was thereupon declared duly adopted.

**RESOLUTION #16 (ADD-ON)**

**APPOINTING MEMBERS OF THE PORT CHESTER HOUSING TASK FORCE**

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

WHEREAS, by resolution adopted on May 15, 2023, the Board of Trustees established a Port Chester Housing Task Force comprised of seven to eleven members whose mission is to provide an understanding of the existing housing supply, identify housing needs and trends to support the current and future populations of the village, define opportunities within the existing housing stock, in future developments and with the tools available through land use planning and zoning to incentivize and preserve integrated and affordable workforce and middle-income housing for the long-term benefit of the community; and

WHEREAS, the Board solicited prospective members for the Task Force by an extensive public outreach, including advertisement in the Westmore News and Westchester Hispano and posting on the village’s web-page and social media; and

WHEREAS, the Board wishes to constitute the Task Force so that it may timely implement the desire of the Board to address the vital issue of housing. Now, therefore, be it

RESOLVED, that the following persons be appointed as members of the Port Chester Housing Task Force:

- Margaret (Mahogany) Adamson
- Arley Arno
- Lisa A. Cordasco
- Chester Edwards
- Monica Fonseca

Jane Lippman  
Kathy Pandekakes  
Catrina R. Shivers, Esq.  
Aldo V. Vitagliano, Esq.  
Andrew Weiss  
Ursula Winchell  
Luis Yumbla

Approved as to Form:



Anthony M. Cerreto, Village Attorney

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

### **Add-on Resolution**

Following the Resolution section of the meeting, Trustee Didden, asked for a motion to add-on two following Resolution:

- ESTABLISH 2023-24 CAPITAL PROJECTS BUDGET
- ESTABLISHING A TEMPORARY DEVELOPMENT MORATORIUM ON BATTERY ENERGY STORAGE SYSTEMS

There being no objection TRUSTEE DIDDEN, made a motion, seconded by TRUSTEE DORAZIO, for such a resolutions to be added to tonight's agenda, which received the unanimous vote of all those present.

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

### **RESOLUTION #17 (ADD-ON)**

**ESTABLISH FY 2023-2024 CAPITAL PROJECTS & BUDGET**

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

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to establish a capital project and budget as outline in the attached schedule:

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**VILLAGE OF PORT CHESTER FY 2023-24 CAPITAL PROJECTS BUDGET PLAN - Final Draft  
FOR ADOPTION AT 8/7/2023 - BOT MEETING**

Asset Group & Project Description	Expense G/L Code	Appropriation A+B	Project Funding A	Funding Source	PPU	Bond Rise	APPROX. .5 - 1% Bond Cost B	***** TOTAL FOR BOND RESOLUTION		Revenue G/L Code	% by \$\$ Source
<b>Computer Equipment &amp; Software:</b>											
Voice & Data Systems (includes Software)	H.1650.400.2023.211	\$ 281,500	\$ 235,000	Bond	5 Yrs		\$ 1,500	\$ 236,500	H.5710.2023.211		84.0%
			\$ 45,000	Interfund Tsf - A				\$ 45,000	H.5031.2023.211		16.0%
Computer Equipment	H.1650.200.2023.212	\$ 1,022,000	\$ 655,000	Bond	5 Yrs		\$ 3,000	\$ 658,000	H.5710.2023.212		64.4%
			\$ 364,000	Interfund Tsf - A				\$ 364,000	H.5031.2023.212		35.6%
		<b>Total: \$ 1,303,500</b>	<b>\$ 1,299,000</b>				<b>\$ 4,500</b>	<b>\$ 894,500</b>	<b>***** Total Bonds</b>		<b>68.6%</b>
								<b>\$ 409,000</b>	<b>Total Interfund Tsf - A</b>		<b>31.4%</b>
<b>Equipment (Police Dept.):</b>											
Speed Box - Qty 2 @\$9,000 = \$18,000	H.3120.200.2023.263	\$ 18,000	\$ 18,000	Interfund Tsf - A			\$ -	\$ 18,000	H.5031.2023.263		100%
		<b>Total: \$ 18,000</b>	<b>\$ 18,000</b>				<b>\$ -</b>	<b>\$ 18,000</b>	<b>Total Interfund Tsf - A</b>		<b>100%</b>
<b>Vehicles (Police Dept.):</b>											
(1) Patrol (Mrk)-\$113,200 +\$8,000 (Cont) + \$600 (Bond)-\$121,800	H.3120.203.2023.217	\$ 350,450	\$ 348,750	Bond	3 yrs		\$ 1,700	\$ 350,450	H.5710.2023.217		100%
(1) K-9 (Mrk)-\$118,200 + \$8,500 (Cont) + \$600 (Bond)-\$127,300											
(1) Dt(Umrk)-\$94,700+\$6,150 (10% Cont) + \$500 (Bond)-\$101,350		<b>Total: \$ 350,450</b>	<b>\$ 348,750</b>				<b>\$ 1,700</b>	<b>\$ 350,450</b>	<b>***** Total Bonds</b>		<b>100%</b>
<b>Vehicles &amp; Equipment (DPW):</b>											
Sanitation Truck (Leach Mini 10 Yd Rearloader) - Qty-2 2 @ \$265,000 per unit +\$26,500 (10% Cont) +\$1,500 (Bond) \$293,000 x 2 = \$586,000	H.8160.203.2023.229	\$ 586,000	\$ 583,000	Bond	15 yrs		\$ 3,000	\$ 586,000	H.5710.2023.229		100%
Utility Truck (Freightliner 108SD) - Qty- 2 2 @ \$295,000 ea. + \$29,500 (10% Cont) + \$1,600 (Bond) \$326,100 x 2 = \$652,200	H.5110.203.2023.239	\$ 652,200	\$ 649,000	Bond	15 yrs		\$ 3,200	\$ 652,200	H.5710.2023.239		100%
Line Painting Machine	H.5110.200.2023.264	\$ 30,000	\$ 30,000	Interfund Tsf - A			\$ -	\$ 30,000	H.5031.2023.264		100%
2020 Altec/Freightliner LR7-60E70 Tree Truck (75 ft. Bucket / Chip / Dump) - Qty - 1	H.5110.203.2023.270	\$ 195,000	\$ 195,000	Interfund Tsf - A			\$ -	\$ 195,000	H.5031.2023.270		100%
		<b>Total: \$ 1,463,200</b>	<b>\$ 1,457,000</b>				<b>\$ 6,200</b>	<b>\$ 1,238,200</b>	<b>***** Total Bonds</b>		<b>84.6%</b>
								<b>\$ 225,000</b>	<b>Total Interfund Tsf - A</b>		<b>15.4%</b>

**VILLAGE OF PORT CHESTER FY 2023-24 CAPITAL PROJECTS BUDGET PLAN - Final Draft  
FOR ADOPTION AT 8/7/2023 - BOT MEETING**

Asset Group & Project Description	Expense G/L Code	Appropriation A+B	Project Funding A	Funding Source	PPU	Bond Reso	APPROX. .5 - 1% Bond Cost B	*****	Revenue G/L Code	% by \$\$ Source
								TOTAL FOR BOND RESOLUTION		
<b>Parks Equipment (DPW):</b>										
Riding Mower (Toro ProLine H800) \$45,000 - Qty 1	H.7110.200.2023.265	\$ 45,000	\$ 45,000	Interfund Tsf - A			\$ -	\$ 45,000	H.5031.2023.265	100%
	<b>Total:</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>				<b>\$ -</b>	<b>\$ 45,000</b>	<b>Total Interfund Tsf - A</b>	<b>100%</b>
<b>Vehicles &amp; Equipment (Fire Dept):</b>										
Chiefs' Vehicles-\$115,000 X 3 = \$345,000 + \$34,500 (Cont)+\$2,000 (Bond) Qty - 3	H.3410.203.2023.266	\$ 381,500	\$ 379,500	Bond	3-5 yrs		\$ 2,000	\$ 381,500	H.5710.2023.266	100%
	<b>Total:</b>	<b>\$ 381,500</b>	<b>\$ 379,500</b>				<b>\$ 2,000</b>	<b>\$ 381,500</b>	<b>***** Total Bonds</b>	<b>100%</b>
<b>Equipment (Fire Dept):</b>										
Radio Equipment (50 pagers & 10 Portable Radios)	H.3410.200.2023.267	\$ 60,000	\$ 60,000	Interfund Tsf - A			\$ -	\$ 60,000	H.5031.2023.267	100%
Radio Equipment (22 Digital - County Network)	H.3410.200.2023.268	\$ 145,000	\$ 131,610	Grant - FEMA AFG			\$ -	\$ 131,610	H.4390.2023.268	90.8%
			\$ 13,390	Interfund Tsf - A			\$ -	\$ 13,390	H.5031.2023.268	9.2%
Industrial Washer & Dryer Machine - South End Firehouse	H.3410.200.2023.269	\$ 201,000	\$ 200,000	Bond	5 yrs		\$ 1,000	\$ 201,000	H.5710.2023.269	100%
								\$ 73,390	<b>Total Interfund Tsf - A</b>	<b>18.1%</b>
								\$ 131,610	<b>Total FED Grant</b>	<b>32.4%</b>
	<b>Total:</b>	<b>\$ 406,000</b>	<b>\$ 405,000</b>				<b>\$ 1,000</b>	<b>\$ 201,000</b>	<b>***** Total Bonds</b>	<b>49.5%</b>
<b>Infrastructure - Street Resurfacing (DPW):</b>										
Street Paving including Curbing	H.5110.400.2023.234	\$ 2,105,500	\$ 1,651,575	Bond	15 yrs		\$ 8,500	\$ 1,660,075	H.5710.2023.234	78.8%
			\$ 445,425	NYS CHIPS/PAVE-NY/EWR			\$ -	\$ 445,425	H.3501.2023.234	21.2%
	<b>Total:</b>	<b>\$ 2,105,500</b>	<b>\$ 2,097,000</b>				<b>\$ 8,500</b>	<b>\$ 1,660,075</b>	<b>***** Total Bonds</b>	<b>78.8%</b>
								<b>\$ 445,425</b>	<b>Total NYS CHIPS/PAVE-NY/EWR</b>	<b>21.2%</b>

**VILLAGE OF PORT CHESTER FY 2023-24 CAPITAL PROJECTS BUDGET PLAN - Final Draft  
FOR ADOPTION AT 8/7/2023 - BOT MEETING**

Asset Group & Project Description	Expense G/L Code	Appropriation A+B	Project Funding A	Funding Source	PPU	Bond Rate	APPROX. .5 - 1% Bond Cost B	***** TOTAL FOR BOND RESOLUTION	Revenue G/L Code	% by \$\$ Source
<b>Infrastructure - Storm Sewers (DPW):</b>										
Storm Water Drainage Improvements	H.8140.400.2023.235	\$ 502,500	\$ 500,000	Bond	40 yrs		\$ 2,500	\$ 502,500	H.5710.2023.235	100%
	<b>Total:</b>	<b>\$ 502,500</b>	<b>\$ 500,000</b>				<b>\$ 2,500</b>	<b>\$ 502,500</b>	<b>***** Total Bonds</b>	<b>100%</b>
<b>Buildings Improvements (Village Hall)</b>										
Gymnasium / Recreation Center	H.1621.400.2023.271	\$ 3,015,000	\$ 3,000,000	Bond	25 yrs		\$ 15,000	\$ 3,015,000	H.5710.2023.271	100%
	<b>Total:</b>	<b>\$ 3,015,000</b>	<b>\$ 3,000,000</b>				<b>\$ 15,000</b>	<b>\$ 3,015,000</b>	<b>***** Total Bonds</b>	<b>100%</b>
	<b>*Total Appropriation</b>	<b>\$ 9,590,650</b>	<b>\$ 9,549,250</b>				<b>\$ 41,400</b>	<b>\$ 8,243,225</b>	<b>* Total Bonds / BANS</b>	<b>86.0%</b>
								<b>\$ 770,390</b>	<b>* Total Interfund Tsfc A</b>	<b>8.0%</b>
								<b>\$ 445,425</b>	<b>* Total NYS Funding</b>	<b>4.6%</b>
								<b>\$ 131,610</b>	<b>* Total Fed Funding</b>	<b>1.4%</b>
								<b>\$ 9,590,650</b>	<b>*Grand Total All Funding</b>	<b>100%</b>

**RESOLUTION #18 (ADD-ON)**

**ESTABLISHING A TEMPORARY DEVELOPMENT  
MORATORIUM ON BATTERY ENERGY STORAGE SYSTEMS**

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

RESOLVED, that the Village Attorney is hereby directed to prepare a local law for a moratorium on amending Chapter 345 of the code of the Village of Port Chester imposing a temporary development moratorium on Battery Energy Storage Systems in order to review and make necessary changes to the Zoning Code wide for a period of 90 days with a possible extension of a second 90 days if necessary.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

**CORRESPONDENCES**

***From The Mellor Engine & Hose Co. No. 3 on the expulsion of Kevin McMinn from membership***

The Board acknowledged the correspondence.

***From The Mellor Engine & Hose Co. No. 3 on the resignation of Arrion Mulligan from active membership***

The Board acknowledged the correspondence.



***From the Knights of Columbus requesting financial assistance for the Columbus Day Parade to be held October 8, 2023***

The Board referred the correspondence to staff without objection.

***From the Knights of Columbus inviting the Mayor and Board of Trustees to participate in the Columbus Day Parade on Sunday, October 8, 2023***

The Board referred the correspondence to staff without objection.

**PUBLIC COMMENTS AND BOARD COMMENTS**

Mayor Marino asked if there was anyone from the audience who would like to make any additional public comments.

The public and the Board of Trustees had an opportunity to make public comments at the end of the meeting.

There were no comments from the public.

Deputy Mayor Joan Grangenois-Thomas asked for a motion to adjourn the meeting.

On a motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the meeting was adjourned at 11:50 p.m.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate and Deputy Mayor Grangenois-Thomas

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Mayor Marino.

**DATE:** August 7, 2023.

Respectfully submitted,



Janusz R. Richards  
Village Clerk

**MINUTES  
BOARD OF TRUSTEES  
SPECIAL MEETING  
VILLAGE HALL CONFERENCE ROOM  
222 GRACE CHURCH STREET  
VILLAGE OF PORT CHESTER, NEW YORK  
MEETING HELD AUGUST 16, 2023 AT 6:00 PM**

Meeting was called to order by Mayor Marino followed by The Pledge of Allegiance. Mayor Marino welcomed all present.

**PRESENT:**

Mayor Luis A. Marino  
Trustee John J. Allen, Jr.  
Trustee Juliana C. Alzate  
Trustee Bart A. Didden  
Trustee Philip Dorazio  
Trustee Joan Grangenois-Thomas

**ABSENT:**

Trustee Joseph E. Carvin, Jr.

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Village Attorney, Anthony Cerreto

On motion of TRUSTEE DORAZIO, seconded by TRUSTEE GRANGENOIS-THOMAS the meeting was declared opened at 06:10 p.m.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Grangenois-Thomas, Allen, Alzate and Mayor Marino.

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustee Carvin.

**DATE:** August 16, 2023.

**DISCUSSIONS**

***Cost Recovery – 451 North Main Street***

Following the Closed Session the Board bypassed the Discussion portion of the Agenda and moved on to the Resolutions.

## **RESOLUTIONS**

### **RESOLUTION #1**

#### **RETAINER OF SPECIAL COUNSEL TO MAKE CLAIM AND ACTION TO RECOVER MONEY EXPENDED BY THE VILLAGE OF PORT CHESTER FOR THE DEMOLITION OF THE PROPERTY LOCATED AT 451 NORTH MAIN STREET AS A RESULT OF A FIRE ON AUGUST 30, 2020.**

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

RESOLVED, that the Village Manager is hereby authorized to enter into a retainer agreement with the Law Office of Anthony R. Tirone, Esq. 170 Hamilton Avenue, Suite 300, White Plains, New York, to make claim and action to recover money expended by the Village of Port Chester for the demolition of the property located at 451 North Main Street as a result of a fire that occurred on August 30, 2020; be it further

RESOLVED, that compensation shall be payable in accordance with fee proposal dated August 9, 2023 as follows: A flat fee of \$2,750.00 up to trial (including trial preparation) not inclusive of expenses. Should the matter proceed to trial, an additional \$1,500 per day not to exceed \$8,000 (inclusive of the flat fee). Funding is available in General Fund Appropriation Line Item A.1420.400.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Grangeniois-Thomas, Allen, Alzate and Mayor Marino.

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustee Carvin.

**DATE:** August 16, 2023.

Mayor Marino asked for a motion to adjourn the meeting.

On a motion of TRUSTEE Dorazio, seconded by TRUSTEE GRANGENOIS-THOMAS, the meeting was adjourned at 06:10 p.m.

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Grangeniois-Thomas, Allen, Alzate and Mayor Marino.

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustee Carvin.

**DATE:** August 16, 2023.

Respectfully submitted,



Janusz R. Richards  
Village Clerk

**MINUTES  
BOARD OF TRUSTEES  
AGENDA WORK SESSION  
VILLAGE HALL CONFERENCE ROOM  
222 GRACE CHURCH STREET  
VILLAGE OF PORT CHESTER, NEW YORK  
MEETING HELD AUGUST 30, 2023 AT 6:30 PM**

Meeting was called to order by Mayor Marino, followed by the Pledge of Allegiance. Mayor Marino welcomed all present.

**PRESENT:**

Mayor	Luis A. Marino	
Trustee	John J. Allen, Jr.	
Trustee	Juliana C. Alzate	
Trustee	Joseph E. Carvin, Jr.	
Trustee	Bart A. Didden	Via Videoconference
Trustee	Philip Dorazio	Via Videoconference
Trustee	Joan Grangenois-Thomas	Via Videoconference

**ALSO PRESENT:**

Village Clerk, Janusz R. Richards  
Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca  
Village Treasurer, Anthony Siligato  
Assistant Director of Planning and Economic Development, Curt K. LaValla Via Videoconference

On motion of TRUSTEE ALZATE, seconded by TRUSTEE ALLEN the meeting was declared opened at 06:31 p.m.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate, Grangenois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** None.

**DATE:** August 30, 2023.

**DISCUSSIONS**

The Board discussed the following items:

***Putting in place protocols of decency in board communication***

Following discussion, no consensus was reached on putting in place protocols of decency in board communication.

***Placement requests for anything on Village property***

Following discussion, the Board agree to have Trustee Didden, Village Attorney Anthony Cerreto and Village Manager Stuart Rabin to create a policy after learning what other villages and towns have done.

***On setting a date for a continuation of a priorities meeting***

The Board agreed to have Trustee Grangenois-Thomas to select dates for the meeting and provided to the Clerk for distribution to the board members to find out availability.

***Department heads attending Board of Trustees meetings on a regular basis***

Following a brief discussion the board agreed to bring in department heads at different times to the board meetings to update the board and to be available to answer question.

***Moratorium on battery storage power station***

Village Manager Stuart Rabin read the following portions of the proposed local law.

***SECTION 1: Purpose and Intent.***

*The Board takes notice that there is an application pending before the Planning Commission for a BESS on North Main Street. The application illustrates that the form-based Zoning Code that was adopted in 2020 did not anticipate BESS, much less provide a sufficient regulatory framework regarding this emerging technology.*

...

*The Board of Trustees recognizes that it needs the time to study and analyze many considerations that would affect the preparation of local legislation to regulate the future establishment of BESS. In the exercise of due diligence, the Board will use the moratorium to enable staff to have the opportunity to survey local laws from other jurisdictions, obtain related source materials and ascertain best planning practices in this area. The Board has directed the Village Attorney to assist in this endeavor.*

...

***SECTION 5. Hardship Relief From Applicability of Moratorium***

*The Board of Trustees shall have the authority to grant an exemption and waive the application of any provision of this local law, in its legislative discretion, after a public hearing and upon a determination, that such waiver is required to alleviate any unnecessary hardship affecting a property. Any application for an exemption shall be filed with the Village Clerk, accompanied by a fee of two hundred and fifty (\$250) dollars. Within thirty (30) days of receipt of such application, the Board shall hold a public hearing at which the applicant and other parties wishing to present evidence with regard to the application shall have the opportunity to be heard. The Board shall, within fifteen (15) days of the close of the public hearing, render its decision either granting or denying the application, accompanied by supporting findings on same.*

***SECTION 6: Extension of Moratorium.***

*For good cause shown, if it appears that the process of due diligence referred to hereinabove will not be completed within the period of this moratorium, the Board may, by resolution, extend the period of this moratorium for an additional ninety (90) days.*

Following the reading, the Board agreed on setting a public hearing regarding the moratorium on September 27, 2023.

***Air rights over a portion of the New Broad Street Municipal Parking Lot to enable Neri's Bakery to expand the 2nd floor over the lot for additional storage***

Following a brief discussion the board agreed to appoint two liaisons to work with Neri's Bakery on the air rights purchase.

The board agree to appoint Village Attorney Anthony Cerreto and Village Manager Stuart Rabin as the two liaisons.

***Regulating duck hunting in Long Island Sound***

Following a brief discussion after looking at a map provided by Trustee Carvin regarding the boundaries of where the hunters can place their hunting blinds and not being able to determine the board asked the Village Manager to find out where the boundaries are.

***The support for the 200th anniversary of the area's visit by Lafayette***

The Village Manager gave a brief update on the 200-year anniversary of the area visited by Lafayette.

The Board agreed to support the 200 anniversary celebration and added a resolution declaring Sunday, August 18, 2024 as a time to remember and commemorate the Bicentennial of Marquis de Lafayette's Farewell Tour to the September 5, 2023 Agenda.

***Public Meeting regarding parking structure***

Village Manager advise the board the Desman Engineering request that the Village hold a town hall public hearing on parking structures.

Following a brief discussion the Village Manager will come up with dates and locations to hold the Town Hall meeting. The Town Hall meeting will be set to start at 6:00 PM in the evening.

**REPORT OF THE VILLAGE MANAGER**

No report was given.

**RESOLUTIONS**

**RESOLUTION #1**

**ESTABLISHING AN ADVISORY FORM-BASED CODE STUDY COMMITTEE  
TO PROVIDE RECOMMENDED ZONING CHANGES TO THE BOARD OF  
TRUSTEES**

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

WHEREAS, the Port Chester Board of Trustees desires to establish a committee to undertake further review of the village's form-based zoning code, to include, but not be limited to, the CD-5, CD-6 and CD-6T Districts, and

WHEREAS, the focus of the committee shall be to review, comment, and recommend proposed changes to the Code regarding issues such as building heights, parking ratios, shared parking, green and park space, fees in lieu of parkland, lot lines/setbacks and the design and appearance of buildings in an advisory capacity to the Board;

WHEREAS, the Board has received expressions of interest from persons offering to serve on the committee; and



WHEREAS, the Board desires to continue to move forward with the review of the form-based code and make additional changes as it may ultimately determine. Now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby establishes an advisory Form-Based Code Study Committee to recommend zoning changes to the Zoning Code, to include, but not be limited to, the CD-5, CD-6 and CD-6T Districts; and be it further

RESOLVED, that the Committee shall consist of nine to sixteen members; and be it

RESOLVED, that the Board appoints the following persons to the Committee; who shall each acknowledge that they will serve to the best of their ability, fairly, honestly and impartially, without regard to personal employment or financial gain, without regard to their own social or political position or beliefs and without regard to their own personal and familial benefit, and each shall acknowledge that such service is at the pleasure of the Board and in a strictly advisory capacity:

- Dan Brakewood
- Tony Cerreta
- Adrienne Concra
- Michael J. De Vittorio
- Richard Falanka
- Frank Ferrara
- Monica Fonseca
- Ruth Hiensch
- Kevin McFadden
- Frank Ferrara
- Dan Paniccia
- Tav Passarelli
- Ralph E. Rossi, P.E.
- Liz Rotfeld
- Paul Zaccagnino

and; be it further

RESOLVED, that all members shall not be entitled to compensation; and be it further

RESOLVED, that each member shall not appear at a public meeting or provide public comment, as a member of the committee or as a citizen, to at any time criticize, question, comment or provide insight about the Board as to its actions on any matter related to the charge of the Committee, unless directed by the Board; and be it further

RESOLVED, that the Committee shall elect one of their members to be the Chair a member to be the Vice-Chair to serve in the absence or disability of the Chair, and a member to be Secretary; and be it further

RESOLVED, that the Committee shall provide public notice of their meetings which shall be held in public at Village Hall, take minutes which shall be provided to the Clerk and at the earliest possible time seek to engage the public for comment; and be it further

RESOLVED, that the Committee is hereby provided the benefit of outside planning consulting services for professional assistance and guidance; and be it further

RESOLVED that the Committee shall conclude its work and provide a written report with recommended zoning changes no later than one hundred and twenty (120) days from the date of this resolution, unless otherwise extended by the Board.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate, Grangeniois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** None.

**DATE:** August 30, 2023.

## **RESOLUTION #2**

### **SETTING A PUBLIC HEARING ON A LOCAL LAW AMENDING CHAPTER 345 OF THE CODE OF THE VILLAGE OF PORT CHESTER IMPOSING A TEMPORARY DEVELOPMENT MORATORIUM ON BATTERY ENERGY STORAGE SYSTEMS IN ORDER TO REVIEW AND MAKE NECESSARY CHANGES TO THE ZONING CODE AND REFERS THE PROPOSED LOCAL LAW TO THE PLANNING COMMISSION AND WESTCHESTER COUNTY PLANNING BOARD FOR THEIR STUDY AND REPORT**

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

RESOLVED, that the Board of Trustees hereby sets a public hearing on September 27, 2023 at 7:00 p.m. or as soon thereafter, at the Town of Rye Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, to amending Chapter 345 of the Code of the Village of Port Chester Imposing a temporary development moratorium on Battery Energy Storage Systems in order to review and make necessary changes to the Zoning Code; and be it further.

RESOLVED, that the Board hereby refers the proposed local law to the Planning Commission and the Westchester County Planning Board for their study and report.

Approved as to Form:

*Anthony M. Cerreto*

Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Allen, Alzate, Grangenois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustee Carvin.

**DATE:** August 30, 2023.

**RESOLUTION #3**

**ESTABLISH FY 2023-2024 CAPITAL PROJECT & BUDGET – CAPITAL PROJECT #2023-272 (VITAL RECORDS SCANNING PROJECT – NYS LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND GRANT)**

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

WHEREAS, the Village Clerk has applied for a New York State Local Government Records Management Improvement Fund (LGRMIF) grant to assist the Village with the cost of scanning vital records specifically birth and death records; and

WHEREAS, the Village was awarded an amount not to exceed \$47,586; and

WHEREAS, in order to facilitate the scanning project funded by a New York State LGRMIF grant a capital project and budget must first be established. Now therefore be it,

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to establish Capital Project #2023-272 (Vital Records Scanning Project) budget as follows:

**CAPITAL FUND:**

**Revenues:**

H.3060.2023.272	NYS LGRMIF Grant – Vital Records Scanning	\$47,586.00
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**Appropriations:**

H.1410.400.2023.272      Vital Records Scanning Project (NYS LGRMIF)      \$47,586.00

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Allen, Alzate, Grangeniois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustee Carvin.

**DATE:** August 30, 2023.

**RESOLUTION #4**

**BUDGET TRANSFER – FISCAL YEAR 2023-24 GENERAL FUND –  
RECREATION DEPARTMENT PORT CHESTER DAY EVENT**

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

WHEREAS, the Recreation Department is operating Port Chester Day Event 2023; and

WHEREAS, the Recreation Superintendent has recommended the transfer of \$500 unexpended funds from Concert Expenses line item to cover unanticipated additional costs for the Port Chester Day Event. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the FY2023-24 General Fund Budget by transferring \$500 from the Recreation Department Celebrations Concert Expenses line item to the Recreation Department Celebrations Port Chester Day line item as follows:

**GENERAL FUND**

From:

A.7550.0557      Concert Expenses      (\$500.00)

To:

A.7550.0562      Port Chester Day      \$ 500.00

Approved as to Form:



Anthony M. Cerreto, Village Attorney

## **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Allen, Alzate, Grangeniois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** Trustee Carvin.

**DATE:** August 30, 2023.

## **CORRESPONDENCES**

***From Michael Casarella of Kings Capital Construction requesting a limited waiver of construction noise at 140-150 the Westchester Avenue construction site***

The Board of Trustees asked that the representatives for 30 Broad Street and 140-150 Westchester Avenue be invited to the September 5, 2023 BOT meeting.

***From Emily Peck Executive Director of the Clay Art Center requesting use of part of the Beech Street municipal parking lot in front of the Clay Art Center for a community event on Saturday, October 14, 2023 from 2:00-7:00 pm***

The Board referred the correspondence to staff without objection.

***From the Traffic Commission regarding parking on Indian Road***

The Board of Trustees asked that the chair of the Traffic Commission be invited to the September 27, 2023 BOT meeting.

***From Segunda Iglesia Pentecostal Juan 3:16 requesting to close part of Bush Avenue from the Church parking lot to Poningo Street and also to set a stage across from parking lot taking 6 ft of the road***

The Board referred the correspondence to staff without objection.

***From Pastor Luis Perez requesting 5 parking spaces across from 29 New Broad Street for truck that will be performing blood pressure screening and nutrition/BMI screening***

The Board referred the correspondence to staff without objection.

**AGENDA – WORK SESSION**

The Board had an opportunity to review the presented agenda items for the September 5, 2023 and September 27, 2023, Board Meetings.

TRUSTEE ALZATE, made a motion to approve the following agendas for September 5, 2023 and September 27, 2023 as presented below, seconded by TRUSTEE CARVIN. The motion was adopted by the Board of Trustees of the Village of Port Chester, New York:

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate, Grangenois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** None.

**DATE:** August 30, 2023.

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Regular Meeting  
Tuesday, September 5, 2023 at 6:00 P.M.  
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.  
TOWN OF RYE JUSTICE COURTROOM  
350 North Main Street  
AGENDA**

<b>I</b>	<b>CALL TO ORDER / PLEDGE OF ALLEGIANCE</b>
<b>II</b>	<b>PROPOSED EXECUTIVE/CLOSED SESSION</b>
1	Employment history of a particular person in the Police Department
2	Consultation with Corporation Counsel and Village Attorney
<b>III</b>	<b>PRESENTATION</b>
1	Presentation of MS4 Annual Report by Delaware Engineering
2	Presentation of Taxi Commission Recommendations for Changes to the Village Code by Chair

3	Kings Capital Construction Group Inc. Regarding Waiver for Construction Noise 30 Broad Street
4	Kings Capital Construction Group Inc. Regarding Waiver for Construction Noise 140-150 Westchester Ave.
<b>IV</b>	<b>MINUTES</b>
1	Approval of August 2, 2023, August 7, 2023, August 16, 2023 and August 30, 2023 minutes
<b>V</b>	<b>PUBLIC COMMENTS</b>
<b>VI</b>	<b>REPORT OF THE VILLAGE MANAGER</b>
<b>VII</b>	<b>RESOLUTIONS</b>
1	Canceling the second meeting of September 25, 2023, and carry over any business for that meeting to the Agenda Meeting currently scheduled for Wednesday, September 27, 2023
2	Authorizing the Village Manager to enter into a Grant Reimbursement Agreement ("GDA") with the New York State Urban Development Corporation d/b/a Empire State Development to facilitate a RESTORE NY grant assisting the redevelopment project at premises located at 16-18 North Main Street
3	Authorizing the Village Manager to enter into a Reimbursement Agreement between the Village of Port Chester and 1618 North Main, LLC. to facilitate the pass-through of RESTORE NY grant funding to the owner/developer of the premises located at 16-18 North Main Street
4	From The Harry Howard Hook & Ladder Co. No. 1 on the election of Olatunde-Joseph Bruin to active membership
5	From The Harry Howard Hook & Ladder Co. No. 1 on the election of Patrick Doherty to active membership.
6	From The Harry Howard Hook & Ladder Co. No. 1 on the election of William Gallagher to active membership
7	From The Harry Howard Hook & Ladder Co. No. 1 on the election of Jorge Michaca Saavedra to active membership
8	From The Mellor Engine & Hose Co. No. 3 on the election of Michael Barrella to active membership.
9	Declaring Sunday, August 18, 2024 as a time to remember and celebrate Lafayette's Farewell Tour in the Village of Port Chester
10	Promotion of Detective Sergeant, Marcello Presta to the Rank of Police Lieutenant
11	Awarding RFP #2023-15 - Case Management Section 207-Claims
12	Awarding RFP #2023-14 Labor Counsel to Bond, Schoeneck and King, PLLC.
13	Awarding BID # 2023-20 for on Call Overhead Door Repair & Maintenance
14	Awarding BID # 2023-18 - IMA With Westchester County - Alto Avenue Storm Water Improvements

15	Authorizing the Village Manager to enter into a the First Amendment to the original Inter-Municipal Agreement with Westchester County with regard to Wellness In Nutrition Program and Nutrition Services Incentive Program as part of services provided to senior citizens
16	FY 2023-24 General Fund Budget Amendment – Demolition of Unsafe Buildings (14-16 S. Main)
<b>VIII</b>	<b>CORRESPONDENCE</b>
1	From The Brooksville Engine & Hose Co. No. 5 on the transfer of Joshua Turk from The Mellor Engine & Hose Co. No. 5.
2	From the Brooksville Engine & Hose Co. No. 5 on the expulsion of Manny Borja
3	From Father Pat of the Parish of St. John Bosco requesting a procession and a police escort on October 15, 2023 at 2:30 p.m.
4	From the Park Avenue School PTO requesting the closure of Park Avenue in front of the school on Saturday, October 28, 2023 from 2:30 p.m. to 7:00 p.m.
<b>IX</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>

**VILLAGE OF PORT CHESTER**  
**BOARD OF TRUSTEES**  
**Regular Meeting**  
**Wednesday, September 27, 2023 at 6:00 P.M.**  
**PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.**  
**PROPOSED EXECUTIVE/CLOSED SESSION AT THE END OF THE MEETING**  
**TOWN OF RYE JUSTICE COURTROOM**  
**350 North Main Street**  
**AGENDA**

<b>I</b>	<b>CALL TO ORDER / PLEDGE OF ALLEGIANCE</b>
<b>II</b>	<b>PROPOSED EXECUTIVE/CLOSED SESSION</b>
1	
<b>III</b>	<b>AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:</b>
1	Public Hearing to amending Chapter 345 of the Code of the Village of Port Chester Imposing a temporary development moratorium on Battery Energy Storage Systems in order to review and make necessary changes to the Zoning Code; and be it further.
<b>IV</b>	<b>PRESENTATION</b>
1	Department Code Enforcement
2	Traffic Commission regarding parking on Indian Road
<b>V</b>	<b>MINUTES</b>



1	Approval of September 5, 2023 minutes
<b>VI</b>	<b>PUBLIC COMMENTS</b>
<b>VII</b>	<b>DISCUSSIONS</b>
1	
<b>VIII</b>	<b>REPORT OF THE VILLAGE MANAGER</b>
<b>IX</b>	<b>RESOLUTIONS</b>
1	FY 2023-24 General Fund Budget Amendment – Youth Services Grant Programs (might be more than 1 resolution)
2	
	<b>REQUESTS FOR AN ADD-ON RESOLUTIONS</b>
3	
<b>X</b>	<b>CORRESPONDENCE</b>
1	
2	
<b>XI</b>	<b>AGENDA - WORK SESSION</b>
1	2023-10-02 Agenda
2	2023-10-16 Agenda
<b>XII</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>
<b>XIII</b>	<b>PROPOSED EXECUTIVE/CLOSED SESSION</b>
1	

### **MOTION FOR EXECUTIVE SESSION**

At 08:06 p.m., on motion of TRUSTEE ALZATE, seconded by TRUSTEE GRANGENOIS-THOMAS the Board adjourned into an executive session to:

- Discuss an employment history of a particular person

### **ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate, Grangenois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** None.

**DATE:** August 30, 2023.

**ALSO PRESENT:**

Village Manager, Stuart Rabin  
Corporation Counsel, Attorney Peter Sisca

No action was taken in executive session.

At 08:55 p.m., a motion to come out of executive session was made by TRUSTEE ALLEN, seconded by TRUSTEE ALZATE the Board of Trustees closed the executive session.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate, Grangenois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** None.

**DATE:** August 30, 2023.

Mayor Marino asked for a motion to adjourn the meeting.

On a motion of TRUSTEE ALLEN, seconded by TRUSTEE ALZATE the meeting was adjourned at 08:55 p.m.

**ROLL CALL**

**AYES:** Trustees Didden, Dorazio, Carvin, Allen, Alzate, Grangenois-Thomas and Mayor Marino

**NOES:** None.

**RECUSE:** None.

**ABSENT:** None.

**DATE:** August 30, 2023.

Respectfully submitted,



Janusz R. Richards  
Village Clerk

# **PUBLIC COMMENTS**

REPORT  
OF  
THE VILLAGE MANAGER

# RESOLUTIONS

**RESOLUTION**

**CANCELING THE SECOND MEETING OF SEPTEMBER 25, 2023,  
AND CARRY OVER ANY BUSINESS FOR THAT MEETING  
TO THE AGENDA MEETING CURRENTLY SCHEDULED FOR  
WEDNESDAY, SEPTEMBER 27, 2023.**

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 Official Calendar of the Board of Trustees for 2023 is hereby amended to cancel the second meeting of Monday, September 25, 2023, and carry over any business for that meeting to the Agenda Meeting currently scheduled for Wednesday, September 27, 2023.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A GRANT REIMBURSEMENT AGREEMENT ("GDA") WITH THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT TO FACILITATE A RESTORE NY GRANT ASSISTING THE REDEVELOPMENT PROJECT AT PREMISES LOCATED AT 16-18 NORTH MAIN STREET**

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

WHEREAS, the Village of Port Chester made application for a grant from the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") for \$1 million in grant funding under the Restore NY Communities Program, FY 2017-18 for the redevelopment of 16-18 North Main Street with such grant proceeds to be passed through to the owner/developer for such specific purpose; and

WHEREAS, the owner/developer has completed all improvements made to the premises and documented same in accordance with agency requirements; and

WHEREAS, ESD has requested that the village enter into a Grant Disbursement Agreement ("GDA") that will enable the agency to disburse the grant funds which will in turn be transferred to the owner/developer; and

WHEREAS, the Board desires to conclude this long outstanding matter. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a Grant Reimbursement Agreement with the New York State Urban Redevelopment Corporation d/b/a Empire State Development ("ESD") regarding grant funding under the Restore NY Communities Program, FY 2017-18 for the redevelopment of 16-18 North Main Street.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF PORT CHESTER AND 1618 NORTH MAIN, LLC. TO FACILITATE THE PASS-THROUGH OF RESTORE-NY GRANT FUNDING TO THE OWNER/DEVELOPER OF THE PREMISES LOCATED AT 16-18 NORTH MAIN STREET**

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

WHEREAS, the Village of Port Chester made application for a grant from the New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) for \$1 million in grant funding under the Restore NY Communities Program, FY 2017-18 for the redevelopment of 16-18 North Main Street with such grant proceeds to be passed through to the owner/developer for such specific purpose; and

WHEREAS, the owner/developer has completed all improvements made to the premises and documented same in accordance with agency requirements; and

WHEREAS, with the execution of the Grant Disbursement Agreement (“GDA”) with ESD, there remains only the need to enter into a Grant Reimbursement Agreement with the owner/developer. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a Reimbursement Agreement with 1618 North Main, LLC. to facilitate the pass-through of RESTORE-NY grant funding to said owner/developer of the premises located at 16-18 North Main Street.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



**RESOLUTION**

**RES 04**  
**09-05-2023**

**ACCEPTANCE AND APPROVAL OF OLANTUNDE-JOSEPH BRUIN  
AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1**

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the Board of Trustees accepted the election of **OLANTUNDE-JOSEPH BRUIN** as a member to the HARRY HOWARD HOOK & LADDER CO. NO. 1 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



# FIRE DEPARTMENT

## VILLAGE OF PORT CHESTER

209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

PUTNAM E. & H. Co. No. 2  
FIRE PATROL & RESCUE Co. No. 1  
WASHINGTON E. & H. Co. No. 4

RELIANCE E. & H. Co. No. 1

HARRY HOWARD H. & L. Co. No. 1  
MELLOR E. & H. Co. No. 3  
BROOKSVILLE E. & H. Co. No. 5

RECEIVED  
AUG 11 2023

VILLAGE CLERK'S OFFICE  
VILLAGE OF PORT CHESTER

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

- The Reliance E. & H. Co. No. 1
- The Harry Howard H. & L. Co. No. 1
- The Mellor E. & H. Co. No. 3
- The Putnam E. & H. Co. No. 2
- The Fire Patrol & Rescue Co. No. 1
- The Washington E. & H. Co. No. 4

The Brooksville E. & H. Co. No. 5

respectfully report(s) that at a meeting held on 8, 1, 23 favorable action was taken on the following:

The Company elected as: OJ Brina

<input checked="" type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<u>OLA FUNDE - Joseph Bruin</u>
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER

The following member(s):

<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED
<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED
<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED

The following badge(s) was/were returned: \_\_\_\_\_

Remarks: \_\_\_\_\_

Secretary: Robert J. Schve

Print Name Robert J. Schve

Address: 209 West Ave, Port Chester NY

**RESOLUTION**

**RES 05  
09-05-2023**

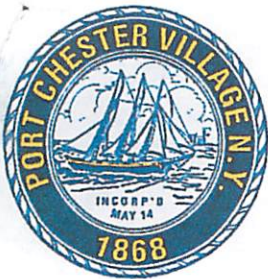
**ACCEPTANCE AND APPROVAL OF PATRICK DOHERTY  
AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1**

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the Board of Trustees accepted the election of **PATRICK DOHERTY** as a member to the HARRY HOWARD HOOK & LADDER CO. NO. 1 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



# FIRE DEPARTMENT

## VILLAGE OF PORT CHESTER

209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

RELIANCE E. & H. Co. No. 1

PUTNAM E. & H. Co. No. 2  
FIRE PATROL & RESCUE Co. No. 1  
WASHINGTON E. & H. Co. No. 4

HARRY HOWARD H. & L. Co. No. 1  
MELLOR E. & H. Co. No. 3  
BROOKSVILLE E. & H. Co. No. 5

AUG 11 2023

VILLAGE CLERK'S OFFICE  
VILLAGE OF PORT CHESTER

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

- The Reliance E. & H. Co. No. 1
- The Putnam E. & H. Co. No. 2
- The Harry Howard H. & L. Co. No. 1
- The Fire Patrol & Rescue Co. No. 1
- The Mellor E. & H. Co. No. 3
- The Washington E. & H. Co. No. 4

The Brooksville E. & H. Co. No. 5

respectfully report(s) that at a meeting held on 8, 1, 23 favorable action was taken on the following:

The Company elected as: Patrick Doherty

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

Patrick Doherty

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

The following member(s):

PASS AWAY  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

PASS AWAY  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

PASS AWAY  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

The following badge(s) was/were returned: \_\_\_\_\_

Remarks: \_\_\_\_\_

Secretary: [Signature]

Print Name Robert J. Schve

Address: 209 West Ave, Port Chester

**RESOLUTION**

**RES 06  
09-05-2023**

**ACCEPTANCE AND APPROVAL OF WILLIAM GALLAGHER  
AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1**

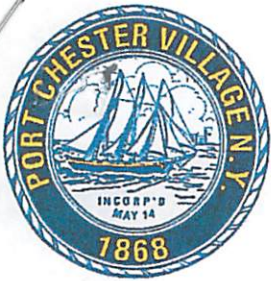
On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the Board of Trustees accepted the election of **WILLIAM GALLAGHER** as a member to the HARRY HOWARD HOOK & LADDER CO. NO. 1 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney





# FIRE DEPARTMENT VILLAGE OF PORT CHESTER 209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

PUTNAM E. & H. Co. No. 2  
FIRE PATROL & RESCUE Co. No. 1  
WASHINGTON E. & H. Co. No. 4

RELIANCE E. & H. Co. No. 1

HARRY HOWARD H. & L. Co. No. 1  
MELLOR E. & H. Co. No. 3  
BROOKSVILLE E. & H. Co. No. 5

RECEIVED  
AUG 11 2023  
VILLAGE CLERK'S OFFICE

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

- The Reliance E. & H. Co. No. 1
- The Putnam E. & H. Co. No. 2
- The Harry Howard H. & L. Co. No. 1
- The Fire Patrol & Rescue Co. No. 1
- The Mellor E. & H. Co. No. 3
- The Washington E. & H. Co. No. 4

The Brooksville E. & H. Co. No. 5

respectfully report(s) that at a meeting held on 8, 1, 23 favorable action was taken on the following:

The Company elected as: William Gallager

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

WILLIAM GALLAGHER

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

The following member(s):

PASS AWAY  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

PASS AWAY  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

PASS AWAY  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

The following badge(s) was/were returned: \_\_\_\_\_

Remarks: \_\_\_\_\_

Secretary: *Robert J. Suhre*

Print Name Robert J. Suhre

Address: 209 West Ave, Port Chester

**RES 07**  
**09-05-2023**

**RESOLUTION**

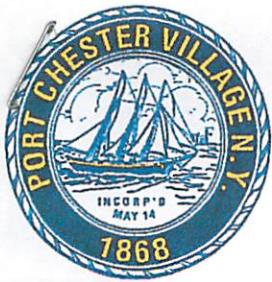
**ACCEPTANCE AND APPROVAL OF JORGE MICHACA SAAVEDRA  
AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1**

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the Board of Trustees accepted the election of **JORGE MICHACA SAAVEDRA** as a member to the HARRY HOWARD HOOK & LADDER CO. NO. 1 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



# FIRE DEPARTMENT

## VILLAGE OF PORT CHESTER

209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

RECEIVED

RELIANCE E. & H. Co. No. 1

AUG 11 2023

VILLAGE CLERK'S OFFICE  
VILLAGE OF PORT CHESTER

PUTNAM E. & H. Co. No. 2  
FIRE PATROL & RESCUE Co. No. 1  
WASHINGTON E. & H. Co. No. 4

HARRY HOWARD H. & L. Co. No. 1  
MELLOR E. & H. Co. No. 3  
BROOKSVILLE E. & H. Co. No. 5

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

- |  |   |
|--|---|
| <input type="checkbox"/> The Reliance E. & H. Co. No. 1                | <input type="checkbox"/> The Putnam E. & H. Co. No. 2       |
| <input checked="" type="checkbox"/> The Harry Howard H. & L. Co. No. 1 | <input type="checkbox"/> The Fire Patrol & Rescue Co. No. 1 |
| <input type="checkbox"/> The Mellor E. & H. Co. No. 3                  | <input type="checkbox"/> The Washington E. & H. Co. No. 4   |
| <input type="checkbox"/> The Brooksville E. & H. Co. No. 5             |   |

respectfully report(s) that at a meeting held on 8/1/23 favorable action was taken on the following:

The Company elected as: Jorge Michaca Scavedra

<input checked="" type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER

The following member(s):

<input type="checkbox"/> PASS AWAY / <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED
<input type="checkbox"/> PASS AWAY / <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED
<input type="checkbox"/> PASS AWAY / <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED

The following badge(s) was/were returned: \_\_\_\_\_

Remarks: \_\_\_\_\_

Secretary: *Robert J. Suhre*  
 Print Name: Robert J. Suhre  
 Address: 209 West Ave, Port Chester Ny



RESOLUTION

**ACCEPTANCE AND APPROVAL OF MICHAEL BARRELLA  
AS A MEMBER TO THE MELLOR ENGINE & HOSE CO. NO. 3**

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the Board of Trustees accepted the election of **MICHAEL BARRELLA** as a member to the MELLOR ENGINE & HOSE CO. NO. 3 with the Port Chester Fire Department, subject to the Village selected physician's evaluation indicating that he is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



# FIRE DEPARTMENT

## VILLAGE OF PORT CHESTER

209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

PUTNAM E. & H. Co. No. 2  
FIRE PATROL & RESCUE Co. No. 1  
WASHINGTON E. & H. Co. No. 4

RELIANCE E. & H. Co. No. 1

AUG 17 2023

HARRY HOWARD H. & L. Co. No. 1  
MELLOR E. & H. Co. No. 3  
BROOKSVILLE E. & H. Co. No. 5

Village Clerk  
VILLAGE OF PORT CHESTER

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

- The Reliance E. & H. Co. No. 1
- The Harry Howard H. & L. Co. No. 1
- The Mellor E. & H. Co. No. 3
- The Brooksville E. & H. Co. No. 5
- The Putnam E. & H. Co. No. 2
- The Fire Patrol & Rescue Co. No. 1
- The Washington E. & H. Co. No. 4

respectfully report(s) that at a meeting held on 8 / 7 / 23 favorable action was taken on the following:  
The Company elected as:

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

MICHAEL BARRELLA, 7 BROWER PL, PORT CHESTER, NY 10573

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

ACTIVE /  ACTIVE EXEMPT /  HONORARY MEMBER

The following member(s):

DECEASED  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

DECEASED  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

DECEASED  RESIGNED /  WAS PLACED ON LEAVE /  WAS SUSPENDED /  WAS EXPELLED

The following badge(s) was/were returned: \_\_\_\_\_

Remarks: \_\_\_\_\_

Secretary: Donna C. Gordiski

Print Name: DONNA C. GORDISKI

Address: 37 MORGAN AV, GREENWICH CT  
06831

**RESOLUTION**

**THE BICENTENNIAL OF THE LAFAYETTE FAREWELL TOUR  
1824 – 1825**

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 American Friends of Lafayette and Westchester historical organizations and municipalities are commemorating the Bicentennial of the Marquis de Lafayette's 1824-1825 Farewell Tour; and

WHEREAS, in that tour Lafayette visited Westchester County, including the area of the Town of Rye known as Saw Pit, later to be chartered as the Village of Port Chester; and

WHEREAS, it is a fitting tribute that Port Chester should likewise join in this commemoration. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby declares Sunday, August 18, 2024 as a time to remember and commemorate the Bicentennial of Marquis de Lafayette's Farewell Tour.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**RESOLUTION**

**RES 10  
09-05-2023**

**PROMOTION OF DETECTIVE SERGEANT MARCELLO PRESTA  
TO THE RANK OF POLICE LIEUTENANT**

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, with the retirement of Michael Martello, there is a critical vacancy in the position of Lieutenant; and

WHEREAS, the Chief of Police has recommended Detective Sergeant Marcello Presta for promotion to Lieutenant; and

WHEREAS, upon due consideration, the Board of Trustees accepts such recommendation. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby appoints Detective Sergeant Marcello Presta to the rank of Permanent Lieutenant within the Police Department of the Village of Port Chester, New York, with such promotion to be effective immediately.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**RESOLUTION**

**RES 11  
09-05-2023**

**AWARDING REQUEST FOR PROPOSALS FOR CASE MANAGEMENT  
AND CONSULTING SERVICES**

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

WHEREAS, pursuant to General Municipal Law, Section 207-c, members of the Police Department are entitled to their regular salary and medical expense paid upon the determination of the Chief of Police that they were injured while in the performance of their official duties; and

WHEREAS, the village has successfully utilized the services of a consultant with state-wide experience to work with the Chief of Police and Human Resources to perform the following illustrative functions:

- assist injured members obtain necessary medical care and treatment, prescriptions, testing and procedures;
- promote members return to work as soon as they are determined fit for duty;
- assist in the filing of applications on behalf of the village for New York State retirement upon a finding of a member's permanency;
- coordinate with the village's workers compensation carrier, PERMA; and
- recommend best practices, means and methods of improving productivity and morale in the Police Department; and

WHEREAS, such services are deemed "professional services" within the meaning of General Municipal Law, Section 103, and procured in accordance with the village's Procurement Policy through a Request for Proposals ("RFP") process; and

WHEREAS, the Village of Port Chester advertised an RFP for Case Management Services (RFP 2023-15); and

WHEREAS, one proposal was received which is from the incumbent firm; and

WHEREAS, the Village Manager recommends that the village continue its beneficial association with the consultant and that his proposal be accepted. Now, therefore, be it

RESOLVED, that the Request for Proposals for Case Management Services (RFP # 2023-15) be awarded to Steve Pearl d/b/a Disability Management Associates, 118 Queens Lane, Rochester, New York 14617, for a term to expire on May 31, 2026, and compensation to be paid as provided in the proposal and summarized as follows:

-Case Management Services \$99/hour  
Consulting Services \$150/hour

and be it further

RESOLVED, that the Village Manager is hereby authorized to enter into an agreement with the consultant for such services; and be it further

RESOLVED, that funds for the project are available from Fiscal Year 2023-24 Operating Budget Appropriation Line Item A.3120.412 "Medical Services".

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**RESOLUTION**

**RES 12**  
**09-05-2023**

**AWARDING REQUEST FOR PROPOSALS FOR LABOR COUNSEL**

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

WHEREAS, the Village of Port Chester advertised for Labor Counsel services through a Request for Proposals process (RFP 2023-14); and

WHEREAS, the Village received four proposals for such legal services; and

WHEREAS, the Village Manager recommends that the proposal from the incumbent law firm be accepted. Now, therefore, be it

RESOLVED, that the Request for Proposals for Labor Counsel be awarded to Bond, Shoeneck & King, 1010 Franklin Avenue, Garden City, New York 11530 for a term to expire on May 31, 2026, with compensation to be paid as provided in the proposal summarized as follows:

Terry O’Neil	\$375/hour
Other partners	\$315-335/hour
Associates	\$230-\$280/hour
Senior Counsel/Of Counsel	\$295/hour
Trainees & Paralegals	\$165/hour

RESOLVED, that the Village Manager is hereby authorized to enter into an agreement with the law firm for such services; and be it further

RESOLVED, that funds for the project are available from Fiscal Year 2023-24 Operating Budget Appropriation Line Item 001.1420.0468

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**RESOLUTION**

**RES 13  
09-05-2023**

**BID AWARD FOR ON-CALL OVERHEAD DOOR REPAIR & MAINTENANCE SERVICES FOR VARIOUS VILLAGE-OWNED BUILDINGS**

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

WHEREAS, the village advertised for bid for On-Call Overhead Door Repair and Maintenance Services for Various Village-Owned Buildings (Bid No.: 2023-20); and

WHEREAS, one bid was received from United Overhead Door Corp. d/b/a United Door, 21A Saw Mill River Road, Yonkers New York 10701; and

WHEREAS, through the Village Manager, the General Foreman recommends that accept the bid. Now, therefore be it

RESOLVED, that the Board hereby awards the bid for On-Call Overhead Door Repair and Maintenance Services for Various Village-Owned Buildings (Bid No. 2023-20) to United Overhead Door Corp. d/b/a United Door; and be it further

RESOLVED, that the Village Manager is authorized to enter into the requisite agreement with the contractor; and be it further

RESOLVED, that funding is appropriated in general fund line items A.1620.417, A.1640.417, A.3410.417 and A.7110.417 (Building Repairs & Maintenance)

Approved as to Form:



Anthony M. Cerreto, Village Attorney



**RESOLUTION**

**AUTHORIZING THE VILLAGE MANAGER TO EXECUTE INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER REGARDING THE ALTO AVENUE STORM WATER DRAINAGE IMPROVEMENTS PROJECT**

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

WHEREAS, Westchester County accepted the Village of Port Chester's application for Community Development Block Grant funding for the Alto Avenue Storm Water Drainage Improvements Project; and

WHEREAS, the County has presented an Inter-Municipal Agreement that would support a grant of \$200,000 for this project. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an Inter-Municipal Agreement with the County of Westchester regarding the Alto Avenue Storm Water Drainage Improvements Project, grant amount of \$200,000 with a term from August 15, 2023 to August 24, 2024.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**Contract Number: C-67-22-U56**

**THIS INTERMUNICIPAL AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation organized and existing under the laws of the State of New York, having its offices in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (the “County”)

and

**THE VILLAGE OF PORT CHESTER**, a municipal corporation organized and existing under the laws of the State of New York, having its offices at 222 Grace Church Street, Port Chester, New York 10573 (the “Municipality”).

**W I T N E S S E T H:**

**WHEREAS**, the County, in cooperation and agreement with the Municipality, has applied for and has been awarded a grant from the United States Department of Housing and Urban Development (“HUD”) under Title 1 of the Housing and Community Development Act of 1974, as amended 42 USC § 5301 et seq. (the “Act”), with the eligibility of the County for such grant based, in part, on its status as an “Urban County” as defined under 24 CFR Part 570.307 of the Community Development Block Grant (“CDBG”) Regulations as may be amended from time to time.

**WHEREAS**, the County achieved its “Urban County” status as a result of entering into cooperation agreements (the “Urban County Cooperation Agreement(s)”) with that number of other municipalities in Westchester County whose combined population exceeds 200,000 in number; and

**WHEREAS**, said Urban County Cooperation Agreement(s) are required because the County, under applicable law, is not authorized to exercise the full complement of powers necessary or appropriate to carry out all the requirements or achieve all the goals of the Act and CDBG Regulations.

**WHEREAS**, pursuant to the Urban County Cooperation Agreement(s) each municipality has agreed, among other things, to exercise its powers to carry out projects/programs under the Act and CDBG Regulations (24 CFR Part 570); and

**WHEREAS**, the Municipality is one of such cooperating municipalities, and as such has executed an Urban County Cooperation Agreement with the County under the Act and CDBG Regulations and a copy of such agreement is on file with the County; and

**WHEREAS**, it is acknowledged and agreed that the municipality is obligated pursuant to the Urban County Cooperation Agreement to comply with the provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Americans with Disabilities Act of 1990 and to do what is necessary, as determined by the County, to comply with each of the above referenced Acts, the rules and regulations thereunder, and the undertakings and assurances in the application form insofar as they relate to the activities and programs conducted by the municipality pursuant to this grant, including to affirmatively further fair housing within its own jurisdiction and not impede the County's action to comply with its fair housing certifications; and

**WHEREAS**, the Municipality has submitted a grant application to the County for performing a project or conducting a program, using CDBG funds and the County has concurred with the validity of the project or program through a grant application process; and

**WHEREAS**, in connection with the aforementioned grant, the County has received and/or will receive grant funds and desires to provide such funds to the Municipality to provide the project or program as more fully set forth in Schedule "A"; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

**FIRST**: (a) The Municipality will replace make upgrades to the stormwater collection system on Alto Avenue in accordance with the terms as contained in and as more particularly described in the Scope of Services, which is attached hereto and made a part hereof as Schedule "A" (hereinafter referred to as the "Work"). The Work includes, without limitation, services provided directly by the Municipality and by any approved contractor, subcontractor or consultant (together the "Contractor(s)").

The Municipality agrees, and shall cause any Contractor(s) to agree, that the Work shall be carried out in accordance with all Federal, State, and local laws, including, but not limited to, the Act and its implementing regulations, (24 CFR 570) and any applicable rules issued thereunder and agrees to comply with all applicable CDBG Regulations set forth in 24 CFR Part 570, including without limitation those set forth in 24 CFR 135 (the “Part 135 Regulations”).

(b) Pursuant to the Part 135 Regulations, where applicable the Municipality agrees, and shall cause all Contractor(s) to agree, to comply with the “Section 3 Clause,” as maybe amended from time to time, and as set forth in Section 1 of Schedule “D,” which is attached hereto and forms a part hereof. The Municipality further agrees to include said Section 3 Clause in any section 3 covered subcontract.

**SECOND:** The term of this Agreement shall commence on August 15, 2023, and shall terminate on August 14, 2024, unless terminated sooner in accordance with the terms herein. Any extension of the term must be requested by the Municipality in writing and signed off and approved by the County Commissioner of Planning or her duly authorized designee (the “Commissioner”), subject to the receipt of all applicable approvals, including without limitation, the County Board of Acquisition and Contract.

The Municipality shall report to the Commissioner on its progress at least once a month, or more frequently as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

The Municipality shall be responsible for submitting certain forms and reports as required by the Act and the County. For all projects and programs, a County payment voucher and invoice detailing the work completed shall be submitted, as directed herein, on an agreed upon incremental basis. Where applicable, the Municipality shall submit a sub-recipient report, in the format directed by the County. For construction projects, the Municipality shall submit monthly work progress reports including:

1. Certified Invoice – AIA G702 Form.
2. Progress Schedule as agreed upon by the Municipality and the Contractor(s).

3. Section 3 and Davis Bacon compliance certification forms as described in Section D.
4. Weekly interview reports and payroll records, as described in Schedule E.

The Municipality shall complete those specific Work items identified in Schedule “A” by the interim deadlines set forth therein, if any, unless an interim deadline is extended by the Commissioner in writing.

**THIRD:** For the services provided by the Municipality pursuant to Paragraph “FIRST” hereof, the Municipality shall be paid in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), pursuant to the approved budget set forth in Schedule “A”. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the dates that the invoiced work commenced and terminated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Municipality prior to completion of all Work and the approval of same by the Commissioner.

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 above.

**FOURTH:** Prior to the making of any payments hereunder, the County or HUD may audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Municipality will, and will require any approved Contractor(s)

to make their books and records available to the County or HUD for audit and inspection. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County or HUD shall find cause to withhold payment in the course of such review or the Municipality and/or any approved Contractor(s) fails to cooperate with such audit.

It is recognized and understood by the Municipality that as part of the County's right to audit the Municipality and/or any approved Contractor(s) to substantiate the basis for payment, the County and/or HUD has the right to audit the performance of the terms of this Agreement by the Municipality and/or an approved Contractor(s). Towards this end, the County and/or HUD may request documentation from the Municipality and/or any approved Contractor(s) to verify performance of the terms of this Agreement, which the Municipality shall provide or cause to be provided. The County and/or HUD may also make site visits to the location(s) where the work is being performed to both review the Municipality's and/or Contractor's records and observe the performance of the Work.

In addition, the County and/or HUD shall have the right to audit the books and records of the Municipality and/or any Contractor(s) in connection herewith, and the Municipality shall, and shall require its Contractor(s) to make its books and records available to the County and/or HUD for audit and inspection at any time during the one year period following termination of this Agreement.

All of the provisions of this Section FOURTH will survive for a period of six (6) years following the later of termination of this Agreement or completion of the Work.

**FIFTH:** INTENTIONALY LEFT BLANK

**SIXTH:** (a) The parties acknowledge and agree that the obligations of the County hereunder are subject to the County's receipt of all appropriate grant funds as detailed in Schedule "A" which is attached hereto and made a part hereof including without limitation, grant funds from New York State, HUD, etc. If for any reason whatsoever, the full amount of grant funds anticipated to be received pursuant to the CDBG or applicable program, or any portion thereof, are not received by the County for any reason whatsoever or are reduced, denied or fail to be approved in full for payments

due the Municipality, the County shall have the right to either terminate this Agreement or to renegotiate the amounts and rates as 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.

(b) The parties further acknowledge and agree that the obligations of the County hereunder with respect to funds, if any, not received pursuant to a grant (the “Non Grant Funds”) are 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.

(c) The parties further acknowledge and agree that the obligations of the County under this Agreement with respect to any Non Grant Funds 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 such monies being 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.

**SEVENTH:** (a) The County, upon ninety (90) 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 Commissioner, and the Municipality shall direct any approved Contractor(s) 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 Commissioner shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) Except as may be set forth in this Agreement; 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.



**EIGHTH:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “B”, entitled “Standard Insurance Provisions”, which is attached hereto and made a part hereof. 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 sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, elected officials, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the 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 directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County’s reasonable attorney’s fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

**NINTH:** The Municipality represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Municipality to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Municipality) any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from, the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement

without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

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

(b) The Municipality hereby acknowledges and agrees:

A. That in the hiring of employees for the performance of work under this contract or subcontract hereunder, no Municipality, Contractor(s), nor any person acting on behalf of such Municipality, Contractor(s), shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizen status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

B. That neither the Municipality, nor any Contractor(s), nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizen status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status;

C. That there may be deducted from the amount payable to the Municipality by the County, under this contract, a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

D. That the Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement; and

E. The aforesaid provisions of this section covering every contract for or on behalf of the County, for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

**ELEVENTH:** Notwithstanding the foregoing, the Municipality shall, and shall ensure that all third parties under its direction and control, (i) comply, at it's own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to the Federal and State Labor laws, the State Worker's Compensation Law, the State Unemployment Insurance Law, State Environmental Quality Review Act, the Federal Social Security Law, the Community Development Act, Section 3 of the Housing and Urban Development Act of 1968, the Civil Rights Act of 1964, the Fair Housing Act of 1968, the Americans with Disabilities Act, Executive Order 11246, the Clean Air Act, the Water Pollution Control Act, and all HUD regulations and directives; and (ii) design and construct, at no expense to the County, all new and gut rehab residential buildings up to three stories to meet the standard for Energy Star Qualified New Homes ( $\leq$ [85 for South]) on the HERS Rating Scale, including that all procedures used for this rating shall comply with National Home Energy Rating System guidelines.

**TWELVETH:** The Municipality acknowledges that to the extent the County provides any deliverables hereunder, including without limitation, written reports, studies, construction and detail drawings, blueprints, computer printouts, graphs, charts, plans, and specifications, all rights, title and interest (including ownership of copyright) in the foregoing shall be retained by the County. The Municipality shall not use such deliverables other than to perform its obligations as stated in this Agreement and shall not distribute the deliverables to third parties without the County's express written consent except as may be necessary in connection herewith.

Moreover, all records or recorded data of any kind (together the “Records”) compiled by the Municipality and/or any Contractor(s) in completing the Work described in this Agreement shall become and remain the property of the County. The term “Records” shall be deemed to include, but not be limited to, written reports, studies, construction and detail drawings, blueprints, computer printouts, graphs, charts, plans, specifications. 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 Commissioner. The County shall have the right to reproduce and publish such Records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables, if any, created under this Agreement by the Municipality, County and/or any Contractor(s) are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Municipality hereby assigns to the County all rights, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one original of each deliverable.

The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

Notwithstanding the foregoing the parties hereto acknowledge that they are both subject to the New York State Freedom of Information Law, as set forth in Public Officers Law, Article 6, which mandates public access to government records. The parties hereby acknowledge and agree that they shall have the right to disclose such information as is required by law and that any such disclosure will be limited to the extent that the applicable party considers proper under the law; however, such party will assert any exemptions or exclusions if applicable, if confidential information is sought pursuant to such law or regulation. If either party is directed or ordered to

provide or disclose any information or otherwise required to do so by law, such party shall promptly notify the other that the information is being provided or disclosed.

**THIRTEENTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. The Municipality shall ensure that all such County-approved subcontracts provide that Contractor(s) are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved Contractor(s) shall be deemed Work performed by the Municipality. The Municipality shall ensure that all subcontracts for the Work shall expressly provide that Contractor(s) are subject to all terms and conditions set forth in this Agreement. notwithstanding the foregoing, the Municipality shall remain liable to the County for the performance of all obligations under this Agreement.

**FOURTEENTH:** The Municipality acknowledges and agrees that the Municipality and its officers, employees, agents, Contractor(s) and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, Contractor(s) and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

**FIFTEENTH:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any invoice or fee due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**SIXTEENTH:** 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:

Blanca P. Lopez, Acting Commissioner  
Department of Planning  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

with a copy to:

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

To the Municipality:

Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10523  
Att: Luis A. Marino, Mayor

**SEVENTEENTH:** 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, agreements 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.

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.

**EIGHTEENTH:** Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

**NINETEENTH:** The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other recipients on an “as needed” basis and the County may contact and direct any Contractor(s) and delegate any and/or all portions of the Work herein to either the Municipality and/or Contractor(s) at its sole discretion. However, all billing and payments shall be administered through the Municipality and it shall be Municipality’s sole responsibility to tender payments to any Contractor(s).

**TWENTIETH:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**TWENTY- FIRST:** The Municipality shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Municipality shall also use all reasonable means to avoid any appearance of impropriety.

**TWENTY-SECOND:** 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. Any Municipality or Contractor(s) doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are annexed hereto as Schedule “C”. The completed Authorization Form must be returned by the Municipality to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department.

**TWENTY-THIRD:** The Municipality agrees to comply with, and where applicable complete, all attached the schedules to this Agreement, including without limitation the following which are attached hereto and made a part hereof: “Other Federal Requirements” (Schedule “D”); the “Federal Labor Standards Provisions” (Schedule “E”); “Certification Regarding Lobbying” (Schedule “F”); the “Certification Regarding Drug Free Workplace Requirements” (Schedule “G”); and “Certification Regarding Debarment and Suspension” (Schedule “H”).

**TWENTY-FOURTH:** The recitals preceding the body of this Agreement are hereby incorporated by reference into the body of this Agreement.

**TWENTY-FIFTH:** This Agreement shall not be enforceable until it is signed by the parties and approved by the Office of the County Attorney.

**[NO FURTHER TEXT ON THIS PAGE]**



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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Blanca P. Lopez  
Title: Acting Commissioner of Planning

Approved as to Form:

**THE VILLAGE OF PORT CHESTER**

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

By: \_\_\_\_\_  
Name: Stuart L. Rabin  
Title: Village Manager

Approved by the Board of Acquisition and Contract of the County of Westchester on the 3<sup>rd</sup> day of August, 2023.

Approved as to form  
and manner of execution

\_\_\_\_\_  
County Attorney  
The County of Westchester





SCHEDULE “A”

SCOPE OF SERVICES BETWEEN THE COUNTY OF WESTCHESTER AND THE VILLAGE OF PORT CHESTER FOR THE REPACEMENT/UPGRADE OF THE STORWATER COLLECTION SYSTEM ON ALTO AVENUE IN THE VILLAGE.

A. PURPOSE

The Village of Port Chester (the “Village”) will replace and upgrade the stormwater on Alto Avenue. The work to be completed includes the replacement of the stormwater collection system as the current system in not functioning. (the “Project”).

B. SCOPE OF SERVICES/BUDGET FOR PROJECT

The project includes replacing the stormwater collection system. Within the Comprehensive Plan's “Storm water Collection” category, Recommendation #1 states the Village will “sustain a high quality of life by providing efficient and cost-effective Village infrastructure and services” and Recommendation #4 to “provide for an efficient and effective storm water collection system that adequately services the entire Village.”

<b>SCHEDULE OF VALUES</b>	
<b>SITWORK ITEM</b>	<b>TOTALS</b>
SITE PREPARATION	\$200,000
SITE RESTORATION	\$316,000
<b>GRAND TOTAL</b>	<b>\$516,000</b>

**TOTAL CDBG CONTRIBUTION** **\$200,000.00**

The Municipality is responsible for all costs above the CDBG contribution of \$200,000.00.

C. TIME OF PERFORMANCE

The contract between the County of Westchester and the Village of Port Chester will begin on August 15, 2023, and end on August 14, 2024.

D. PAYMENT

The County of Westchester will reimburse the Village for expenses incurred in connection with the Project in an amount not to exceed \$200,000.00.

The Catalog of Federal Domestic Assistance (CFDA) Number for the Community Development Block Grant (CDBG) Program is 14.218.

Any and all requests for payment to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid only after approval by the Commissioner of Planning of the County of Westchester or her duly authorized designee (the "Commissioner"). 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 sequential numbering and be non-repeating. The Municipality, as a subrecipient must submit a "CDBG Subrecipient Report" with each voucher. The CDBG Subrecipient Report must include accomplishment data as per the scope of services.

It is understood that the Municipality will comply with the federal regulations for equal employment opportunity, labor, and Section 3 as specified in the Community Development Act. Failure to comply will result in the withholding of payment by the Westchester County Department of Planning.

It is also understood that the Department of Planning staff will visit the site during construction and will inspect the project for substantial completion.

It is also understood that the Municipality will comply with all requirements and provisions under the Americans with Disabilities Act as it may be amended from time to time, with regard to the work under this contract.

The Municipality fully understands and acknowledges its responsibility to comply with the Americans with Disabilities Act ("ADA"), the rules and regulations thereunder, and that nothing contained herein shall be construed to absolve the Municipality from these obligations.

It is further understood that all ADA work must be performed pursuant to the United States Department of Housing and Urban Development Rule 24, CFR Part 9.

The Municipality further acknowledges and agrees that if, in order to comply with the ADA, it should become necessary to perform certain work not covered in the terms of this Agreement, or if it should become necessary to modify or redo work already performed pursuant to the terms of this Agreement, then such work will be the sole responsibility of the Municipality to perform and the County will not be obligated, in any way, to further compensate the Municipality.

As of July 1, 1996, all recipients of grants in amounts of \$300,000.00 annually or more of direct federal financial assistance, including awards received indirectly from the state and which may contain a mix of federal and state funds, must provide the County of Westchester with an annual audit performed at the recipient's expense.

As a subrecipient, the Municipality, at its sole cost and expense, shall submit each year hereunder to the Commissioner no later than ninety days following the conclusion of each fiscal year of the subrecipient an audited statement of its operations in accordance with the terms of the contract. Submission of the audited statement shall not limit the County's right to inspect and audit the subrecipient records and books of account. Such statement shall comply with respective federal or state grant compliance requirements and governmental auditing standards applicable to the program and shall be prepared by a public accountant meeting the independence standards included in generally accepted government auditing standards. The subrecipient further agrees to furnish all reports and materials necessary to permit the County to fulfill its reporting requirements to state and federal authorities. The subrecipient shall include in its Agreement with an independent auditor selected to perform the audit required hereunder a provision providing the County, state and federal authorities with access to the auditor's work papers. Unless the County, state or federal authorities shall advise the subrecipient in writing to the contrary, the subrecipient and its independent auditor shall retain all financial records and work papers for a period of three years after the expiration or termination of this Agreement.

All publicity and press releases regarding the project will include details regarding the funds provided by the Westchester County Community Development Block Grant Program.

The County of Westchester requires that bid specifications for this project include the clause:

Pursuant to Section 308.01 of the Laws of Westchester County, the policy of the County is to encourage the meaningful and significant participation on County contracts for business enterprises owned by persons of color and women - Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

A business owned and controlled by women or persons of color is defined as a business enterprise including a sole proprietorship, partnership or corporation that is:

- a. At least 51% owned by one or more persons of color or women;
- b. An enterprise in which such ownership by persons of color or women is real, substantial and continuing;
- c. An enterprise authorized to do business in this state which is independently owned and operated.

In addition, any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 NYCRR subtitle N part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., automatically qualifies.

The Municipality must provide statistics to the Department of Planning on the participation of MBE/WBE. The records must indicate the type and amount of each prime contract, and indicate whether the business is owned by someone who is African-American, Hispanic, Asian-American, American Indian or Alaskan Native.

## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery 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 Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. 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 the "County of Westchester" and adjusted with the appropriate County personnel.

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 Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, 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 Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.



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 Agreement):

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

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

If the employer is self-insured for Workers' 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) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

- (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 (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 is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (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:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

#### Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:  
(check one)

Checking

Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

## Schedule "D"

### Other Federal Requirements

#### 1. (i) Compliance with Title 1 of the Housing and Community Development Act of 1974, as amended 42 USC § 5301 et seq.

The County has applied for and has been awarded a grant from the United States Department of Housing and Urban Development ("HUD") under Title 1 of the Housing and Community Development Act of 1974, as amended 42 USC § 5301 et seq. (the "Act"). The Municipality acknowledges that the County's receipt of the aforementioned grant funding, including the CDBG Funds, is conditioned, *inter alia*, on compliance with the provisions of the Act as set forth in 42 U.S.C. §5304(b)(2) and its implementing regulations, 24 CFR Part 570 and any applicable rules issued thereunder (the collectively the "CDBG Regulations"), including without limitation those set forth in 24 CFR 135 (the "Part 135 Regulations"), the procurement standards set forth in 24 CFR 85 ("Part 85") and such guidance as may be issued by HUD from time to time.

The Municipality, as sub-recipient of the CDBG Funds, represents that the improvements are eligible improvements under the Act and CDBG Regulations.

The Municipality expressly agrees, and will cause any contractors or subcontractors, to agree, to comply with 24 CFR Part 85. The Municipality will cause procurement of the work to be carried out in accordance with 24 CFR 85.36.

Pursuant to 24 CFR Part 85.35, the Municipality shall not contract with, or permit any subcontract to be made, with a debarred party.

The below items are included in accordance with Section 24 CFR 570.503.

The Municipality must comply with all applicable requirements of 24 CFR Part 85.40, 85.41 and 85.42, with respect to reports, records, and retention, and will furnish, such reports as deemed necessary by the Commissioner and as required by HUD. The Municipality and the Developer will prepare, or will cause to be prepared, a final report describing the work performed, together with such supporting information and documentation in such form and at such times as the County may reasonably require.

The Municipality must comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

The provisions of this Schedule "D" shall, in accordance with 24 CFR 570.503(a), survive Closing and shall remain in effect until the later of termination of the agreement or such some as the Municipality no long has control over the CDBG funds, including without limitation program income, if applicable.

To the extent any specific requirement of the CDBG Regulations is not set forth herein it is deemed incorporated herein by reference.

**1 (ii). “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities:**

The work to be performed hereunder is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

All parties hereto will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. All parties hereto certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The requirements of Section 3 apply to recipients of Housing and Community Development Assistance that invest in \$200,000 or more into projects/programs; involving housing construction, rehabilitation or other public construction. All contractors ( subcontractors) receiving covered funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with all requirements of set forth in Section 3

The Municipality acknowledges that it is their sole responsibility to determine whether it or its sub-contractors are in compliance with all terms and conditions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

The recipients of these funds shall adhere to the following, and, pursuant to § 135.38, all section 3 covered contracts and subcontracts shall include the following clause (referred to as the “Section 3 Clause”):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties

to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The recipient shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the Section 3 clause.

## **2. Flood Disaster Protection:**

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which three sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 24 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

### **3. Equal Employment Opportunity:**

(a) **Minority and Woman Business Outreach Programs:** The Municipality agrees to be bound by and comply with any policies and procedures established by any controlling jurisdiction, including but not limited to the State of New York or the County, regarding any outreach programs for woman and minority owned business required by Section 281 of the National Affordable Housing Act, as amended.

(b) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment; without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.



(c) Contracts subject to Executive Order 11246 as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130, applicable to HUD assisted construction contracts.

The Contractor shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, for modification thereof, as defined in said regulations, which is paid for in whole or in part with the assistance provided under this Agreement, the following equal opportunity clause:

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**During the performance of this contract, the Contractor agrees as follows:**

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided by the County advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1963, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared

ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD or the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or vendor as a result of such direction by HUD or the County, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant order of the Secretary of Labor; that it will furnish HUD and the Secretary of Labor such information as they might require for the supervision of such compliance; and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by HUD or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, HUD or the County may take any or all of the following actions: Cancel, terminate or suspend in whole or in part the grant or loan guarantee or this contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. **Lead-Based Paint Hazards**

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35, as modified by Section 570.608 of Subpart K. Any grants or loans made by the Contractor for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Sub-Part B of said regulations, and the Contractor shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

5. **Compliance with Air and Water Acts:**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

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In compliance with said regulations, the Contractor shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the Contractor or Sub-contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 4r0 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857-c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as HUD and/or the County may direct as a means of enforcing such provisions.

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In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

6. **Federal Labor Standards Provisions:**

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Contractor and all Contractors engaged under contracts in excess of \$2,000.00 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher rates. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

7. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Contractor, the United States, and the County are beneficiaries of and entitled to enforce such covenant. The Contractor in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

8. **Obligations of Contractor with respect to Certain Third Party Relationships:**

The Contractor shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of a third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Municipality. The Contractor shall comply with all lawful requirements of the County necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Contractor is carried out in accordance with the County's Assurances and Certifications to HUD, including those with respect to the assumption of environmental responsibilities of the Applicant under Section 104(h) of the Housing and Community Development Act of 1974.

9. **Interest of Certain Federal Officials:**

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

10. **Interest of Members, Officers, or Employees of Contractor, Members, of Local Governing Board, or Other Public Officials:**

No Member, officer, or employee of the Contractor, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

11. **Prohibition Against Payments of Bonus or Commission:**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical Contractor, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as a program cost.

12. **Debarment:** The Municipality further agrees to comply with the requirements set forth in 24 CFR part 85 that assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24.

13. **Conflicts of Interest:** The Municipality further agrees with the conflict of interest provisions in 24 CFR 85.36 and 84.42, respectively, shall apply and that the Municipality shall fully comply with same. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section, Part 570.611 (a)(2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub recipients to individuals, businesses or other private entities under eligible CDBG activities that authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§570.203, 570.204, 570.455, or 570.703(i) shall apply.

14. **Miscellaneous:** The parties represent that none of them has, nor will have any understanding, oral or written, with any other person or party relating to the misuse, misappropriation, or “kickback” of any of three federal monies paid or to be paid hereunder. The parties agree to comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations including, but not limited to, the Housing and Community Development Act of 1974 and the rules and regulations thereunder, as the same may be amended. Without limiting the generality of the foregoing, the parties will comply with 24 CFR Part 35 regarding elimination of lead based paint hazards, with 24 CFR Part 15 regarding the requirements of the Clean Air Act and Federal Water Pollution Act, and with Title VI of the Civil Rights Act of 1964 together with 24 CFR Part 570.601, 24 CFR Part 1 and Executive Order 11246, to the effect that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded for participation in, denied the benefits of, or be otherwise subjected to, discrimination under any activity involving federal assistance. The Owner (but not any of the Contractors) agrees to cause to be included in any instrument of sale, lease, or conveyance of the property improved with federal assistance hereunder, a clause obligating the transferee and successors to observe the requirements of Title VI of the Civil Rights Act of 1964. Where applicable, the Municipality shall comply with the conditions prescribed by HUD for the use of CDBG funds by religious organizations

15. **Exhibit 1**

Where applicable, attached hereto and made a part hereof is Exhibit 1, which exhibit contains certain of the regulations referred to in this agreement.

16. **Subpart K – Other Program Requirements:**

The recipient agrees to comply in all respects with the program requirements set forth in Subpart K of Part 570 of the Federal Regulation (24 CFR 570.600 et seq.), including without limitation, 570.610 Uniform administrative requirements and cost principles. Additional guidance on this subject can be found in OMB circular No. A-87 “Cost Principles for State, Local and Indian Tribal Governments”; OMB Circular A-128 “Audits for State, Local and Tribal Governments” and 24 CFR Part 85 “Uniform Administrative Requirements”. Further, the recipient will comply with 570.613 Eligibility restrictions for certain resident aliens as described in 24 CFR Part 49, as well as the Architectural Barriers Act and the Americans Disabilities Act as set forth in 570.614 of the CDBG Regulations.

The subrecipient must carry out construction of the Improvements in compliance with all Federal laws and regulations described in Subpart K of the regulations, except that:

(i) The subrecipient does not assume the recipient's environmental responsibilities described at 24 CFR 570.604; and

(ii) The subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

17. **Program Income:**

Prior to the disbursement of any funds pursuant to this agreement, the recipient shall execute and deliver to the county either (1) a written statement by the Public Officer of the municipality, Officer of the authorized representative of the recipient that there will be any “program income” as that term is defined pursuant to 24 CFR 530.3; or (2) a program income agreement between the County and the recipient regarding the disposition of program income prepared in the form specified pursuant to 24 CFR 504.(c).

18. **Reversion of Assets:**

The Municipality accepts all terms and provisions of 24 CFR 85.43 (“Enforcement”) if the Municipality fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

The recipient agrees that upon the expiration of this agreement with the County, that any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds shall be transferred to the County, for recommittal to the CDBG program. The recipient further agrees that it will ensure that any real property under the recipient’s control that has been acquired or improved in whole or in part by CDBG funds in excess of \$25,000 is either:

- 1) Used to meet one of the National Objectives in s. 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the County; or
- 2) Is disposed of in a manner which results in the County being reimbursed in the amount of the Fair Market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with 1) above.

## Schedule "E"

### Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (I) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(i)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

---

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Schedule "F"**

**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief,

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Village of Port Chester

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Signature of Responsible Official)  
Stuart L. Rabin, Village Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Grant Number)

Schedule "G"

Certification Regarding Drug Free Workplace Requirements

GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.699 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Pages 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
- b) Establishing a drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency within ten days of receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Village of Port Chester  
\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Authorized Signature) Stuart L. Rabin, Village Manager

**Schedule "H"**

**Certification Regarding Debarment and Suspension**

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 40 CRF Part 32, the contractor certifies that it, and its principals:
- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
  - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Stuart L. Rabin, Village Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Village of Port Chester

\_\_\_\_\_  
Organization

# COUNTY OF WESTCHESTER

## IMPORTANT INSURANCE REQUIREMENTS

Contracts returned to the Department of Planning must be held until the correct insurance is submitted. The most common reason a contract is delayed is because of incomplete insurance attached to the contract. Please check these items:

Following is required:

- General Liability - minimum of \$1 million, \$2 million aggregate limit
- Umbrella/Excess - \$2,000,000
- Automotive Liability - Minimum of \$1 million
- Workers Compensation/Employers Liability\* Minimum of \$100,000.00  
**Must be on Form C 105.2**
- For Consultants Only – Must Provide Consultant Professional Liability  
\$1 million

### Additional requirements

**Check off** the additional insured (ADDL INSD) **AND** waiver of subrogation (SUBR WVD) boxes next to the following policies:

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

The following must be included in the Description of Operations Box

**Certificate holder is included as additional insured on a primary & non-contributory basis including Workers Compensation.**

Or

**Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies including Workers Compensation include a waiver of subrogation in favor of the certificate holder.**

**FOR FURTHER INFORMATION CALL CARLA PRIOLEAU 995-2406**

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



# Westchester County

George Latimer  
County Executive

Department of Planning

Blanca P. Lopez  
Acting Commissioner

August 18, 2023

Mr. Stuart Rabin, Village Manger  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10523

CONTRACT NUMBER: C-67-22-U56  
CONTRACT TITLE: Alto Avenue Storm Water Drainage Improvements  
AMOUNT: \$200,000.00  
TERM: 8/15/23 – 8/14/24

Dear Mr. Rabin:

Attached to this e-mail, please find a copy of the contract for your Westchester County Department of Planning project. In order to execute this agreement, please follow these steps:

1. Print out the agreement;
2. Please date Page 1 with the date the contract is signed.
3. Please sign your name and print your name and title on the line below the signature on page 17;
4. The Acknowledgment must be signed and notarized;
5. The Certificate of Authority must be completed and signed by someone other than the person signing the contract, and notarized;
6. Schedule C must be filled out and signed. If already filed, please indicate on the form;
7. Schedule F must be filled out and signed;
8. Schedule G must be filled out and signed;

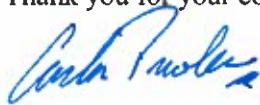


**Mr. Stuart Rabin, Village Manger**  
**August 18, 2023**  
**Page 2**

9. Schedule H must be filled out and signed;
10. Return an original signed agreement;
11. **Please provide an e-mail address in order to send an executed copy of your contract once the contract has been signed by the Commissioner of Planning and the Law Department, an electronic copy will be returned to the designated e-mail address.**

---

Thank you for your cooperation. Please call me if you have any questions. My number is 995-2406.



Carla Prioleau  
Contracts Manager

CP/je  
Enclosures

**RESOLUTION**

**RES 15**  
**09-05-2023**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A THE FIRST AMENDMENT TO THE ORIGINAL INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY WITH REGARD TO WELLNESS IN NUTRITION PROGRAM AND NUTRITION SERVICES INCENTIVE PROGRAM AS PART OF SERVICES PROVIDED TO SENIOR CITIZENS**

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 County of Westchester has been awarded grants by the New York State Office of the Aging with regard to the Wellness in Nutrition (“WIN”) Program and Nutrition Services Incentive Program (“NSIP”) Program to assist the nutrition needs of senior residents throughout the County; and

WHEREAS, the Village of Port Chester and the County of Westchester had entered into an Inter-Municipal Agreement for the program period 2022-2023; and

WHEREAS, the County has provided a First Amendment that increases the amount of WIN funding. Now, therefore, be it

RESOLVED, that the Village Manager is authorized to sign the First Amendment to the original Inter-Municipal Agreement with Westchester County that increases the increasing the WIN funding by \$7,954 from \$51,102 to \$59,056 thereby increasing the aggregate not-to-exceed amount of the Agreement by \$7,954 from \$60,192 to \$68,146.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

Department of Senior Programs and Services

Mae Carpenter  
Commissioner

August 9, 2023

Maryann Neilsen  
Nutrition Program Director  
Village of Port Chester  
222 Grace Church St.  
Port Chester, NY 10573

**RE: Wellness in Nutrition Program (WIN) & Nutrition Services Incentive Program (NSIP):  
First Amendment to Agreement, PY 2022-2023**

Dear Ms. Neilsen:

Attached to the e-mail that was sent with this letter is a blank copy of the First Amendment to the original 2022 -2023 WIN & NSIP Agreement for the provision of Nutrition Services. Also included as part of the amendment are Revised Schedule "B" and Revised Schedule "C", which replace Schedules "B" and "C" in the original Agreement for the program period commencing on October 1, 2021 through March 31, 2023, noting that the WIN services were performed during the period from April 1, 2022 through March 31, 2023, while the NSIP Services were performed during the period from October 1, 2021 through September 30, 2022. This amendment increases the WIN funding by \$7,954 from \$51,102 to \$59,056; thereby increasing the aggregate not-to-exceed amount of the Agreement by \$7,954, from \$60,192 to \$68,146.

You are notified that the Department is waiting on authorization from the Westchester County Board of Legislators to amend the Agreement to increase the funding. This means that Commissioner Carpenter has to wait for such authorization before she can sign the amendment.

Print a copy of the amendment and fill it out making sure that where signatures are required on all documents that they are original; COPIED signatures are unacceptable. You **MUST** use the original documents that we have provided. **NO ALTERATIONS** should be made to the ENTIRE amendment without the prior consent of the Department. **With the exception of the attached Excel pages and besides by typewriter, do NOT fill out the amendment electronically as we want to maintain the integrity of the document.** Noncompliance with these requests will result in the amendment returned to your agency. Please keep the electronic copy or a hard copy of the amendment on hand in the event that you need to reprint a page. We also suggest that you keep a completed copy of the amendment for your records

**You MUST use the original amendment documents that we have provided. NO ALTERATIONS may be made to the amendment without the prior consent of the Dept.** We also recommend that you keep an electronic copy of the contract on hand in the event that you need to reprint a page.

With the exception of the applicable Excel Pages, **DO NOT fill out the contract electronically as we want to maintain the integrity of the document. Noncompliance with these requests will result in the contract returned to your agency.**

Please **print a copy of the amendment** and fill it out making sure that where signatures are required on all documents that they are original. Return the ENTIRE originally signed amendment to me at the address in the footer on the first page. COPIED signatures are unacceptable.

Please refer to the "Standard Insurance Provisions" in Schedule "A" for detailed information regarding ALL required insurances to cover the entire term of the Agreement. The Westchester County Office of Risk Management has provided instruction in Schedule "A" for Contractors/Municipalities and their Insurance Broker regarding a choice of one (1) of two (2) options for filling out the Certificate of Liability Coverage on the ACORD form. ALL required insurances should be submitted with the amendment, or it will be on hold pending receipt of any missing insurance form or any form that is not adequately filled out. Remember to list the County of Westchester as "Additional Insured" on the Certificate of Liability Insurance.

Please direct program-related questions to your program liaison Patricia Szeliga at 914-813-6432 or via e-mail at [pls3@westchestercountyny.gov](mailto:pls3@westchestercountyny.gov). You may also contact me at 914-813-6058 or via e-mail at [ssj3@westchestercountyny.gov](mailto:ssj3@westchestercountyny.gov) for questions pertaining to the processing of the contract.



Sharon Johnson  
Program Administrator

Attachments

THIS FIRST AMENDMENT made this 15 day of August, 2023  
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")

and

Village of Port Chester, a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at 222 Grace Church St. Port Chester, NY 10573 hereinafter referred to as the "Municipality" and together with the County hereinafter referred to as the Parties)

**WITNESSETH:**

**WHEREAS**, the County, acting by and through its Department of Senior Programs and Services (the "Department") was awarded grants by the New York State Office for the Aging ("NYSOFA") pursuant to the Wellness In Nutrition Program ("WIN"), and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act to provide nutrition services to improve the well-being of those elderly persons who are at high nutritional risk (referred to herein as the "Programs"); and

**WHEREAS**, the County utilized a portion of the grant funding to enter into that certain inter-municipal agreement (the "Agreement") with the Municipality, dated June 8, 2022 whereby the Municipality agreed to provide home-delivered meals under the aforementioned Programs, for a term, which commenced retroactively on October 1, 2021 and continued through March 31, 2023, noting that the WIN services were performed during the period from April 1, 2022 through March 31, 2023, while the NSIP Services were performed during the period from October 1, 2021 through September 30, 2022, in an aggregate amount not-to-exceed \$51,102; and

**WHEREAS**, the NYSOFA has subsequently increased funding for the combined WIN & NSIP grants for the 2022 – 2023 term, and the Department will utilize a portion of



the additional funds to increase the unit-cost rate for the home-delivered services provided by the Municipality under the original Agreement; and

**WHEREAS**, the Parties now desire to amend the Agreement in order to increase the unit-cost rate as specified in the attached revised Schedule "B", thereby increasing the aggregate not-to-exceed amount of the Agreement for the combined WIN & NSIP Programs by \$7,954, from \$60,192 to \$68,146. All capitalized terms not set forth herein shall have the same meaning as set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

1. The Agreement between the Parties be and hereby is retroactively amended to increase the unit-cost rate as specified in the attached revised Schedule "B" ("Revised Schedule "B"); thereby increasing the aggregate not-to-exceed amount set forth in the original Agreement by \$7,954, from an amount not-to-exceed \$60,192 to a new amount not-to-exceed \$68,146, for actual home-delivered meals previously provided by the Municipality for the 2022 – 2023 term. Therefore, Schedule "B" in the original Agreement is hereby deleted in its entirety and replaced with the Revised Schedule "B" that is attached hereto, and made a part hereof. Additionally, the Parties agree to amend Paragraph 3 of the Agreement by deleting it in its entirety and replacing it with the following language:

*" 3. The County shall reimburse the Municipality for the operation of the Programs described in Paragraph 1 hereof. Payment for services provided hereunder shall be made only for home-delivered meals actually delivered by the Municipality in accordance with the Programs, which payment shall be reduced by the County based upon actual meals delivered by the Municipality during the term of this Agreement, at the rate set forth in the Revised Schedule "B." The foregoing obligation of the County to make payment is expressly conditioned upon the County's receipt of the Notification of Grant Award Letter from NYSOFA and upon compliance by the Municipality with all the terms and conditions contained in this Agreement. The total amount to be paid to the Municipality under this Agreement*

*shall not exceed the aggregate sum of \$68,146, in accordance with the Revised Schedule "B."*

2. The Schedule "C" referenced in the original Agreement is hereby deleted in its entirety and replaced with the revised Schedule "C" (the "Revised Schedule "C") that is attached hereto and made a part hereof. The Municipality agrees to complete the Revised Schedule "C" and to comply with the Targeting and Poverty Guidelines as set forth therein.

3. This First Amendment shall be deemed retroactively effective as of October 1, 2021 through March 31, 2023, and the Agreement shall not be further modified or amended, except by an instrument in writing executed by the Parties.

4. The Municipality shall furnish the County with all required insurances specified in Schedule "A" pursuant to the original Agreement to cover the entire term of the Agreement.

5. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain unmodified and remain in full force and effect upon the Parties.

6. This First Amendment shall not be effective until signed by both Parties and approved by the Office of the County Attorney.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Mae Carpenter, Commissioner  
Department of Senior Programs and Services

**MUNICIPALITY:**

**Village of Port Chester**

Approved as to Form:

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

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

Stuart Rubin  
(Name)

Village Manager  
(Title)

Approved by the Westchester County Board of Legislators pursuant to Act 39 - 2022 adopted on the 25<sup>th</sup> day of April, 2022 as amended by Act 157-2022 adopted on the 14<sup>th</sup> day of November 2022 and Act \_\_\_\_ - 2023 adopted on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me,  
the undersigned, a Notary Public in and for said State, personally appeared  
\_\_\_\_\_ Stuart L. Rabin \_\_\_\_\_ personally known to me or proved to me  
on the basis of satisfactory evidence to be the individual whose name is subscribed to the  
within instrument and acknowledged to me that he/she executed the same in his/her capacity,  
and that by his/her signature on the instrument, the individual, or the person upon behalf of  
which the individual acted, executed the instrument; and, acknowledged if operating under  
any trade name, that the certificate required by the New York State General Business Law  
Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgement

**CERTIFICATE OF AUTHORITY**  
**(MUNICIPALITY)**

I, Janusz Richards,  
(Official other than official signing contract)  
certify that I am the Village Clerk of  
(Title)  
the Village of Port Chester  
(Name of Municipality)  
a Municipal Corporation duly organized and in good standing under the laws of the State  
of New York that Stuart L. Rabin  
(Person executing agreement)  
who signed said agreement on behalf of the Village of Port Chester  
(Name of Municipality)  
was, at the time of execution Village Manager  
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf  
of said Municipal Corporation by authority of its governing board, 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                    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the  
undersigned, a Notary Public in and for said State, Janusz Richards  
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  
Westchester, New York, and he/she is an  
officer of said municipal 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:

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

REVISED SCHEDULE "B"

WELLNESS IN NUTRITION (WIN) HOME-DELIVERED MEALS PROGRAMS  
NUTRITIONAL SERVICES INCENTIVE PROGRAM (NSIP)

SUBMITTED BY:

Village of Port Chester  
(MUNICIPALITY)

PERIOD COVERED:

APRIL 1, 2022 TO MARCH 31, 2023, STATE  
OCTOBER 1, 2021 – SEPTEMBER 30, 2022 - FEDERAL

REQUIRED ACTION:

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

SEND TO:

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

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**REVISED SCHEDULE “B”**

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<b>Excel Docs:</b> Budget Form: Unit Cost Reimbursement 2022 - 2023 - WIN	3a & 3b

WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022

**ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM, Cont'd**

The Administration on Aging, US Department of Health and Human Services funded the National Aging Information Center to prepare the Guide to Performance-Based Management: Concepts and Approaches for the National Aging Network for area agencies on aging. The Guide points out that "New and changing requirements for aging programs place a premium on effective management by the Aging Network. In recent years, the thrust of management practice, both in the public and private sector, has been toward a "results" orientation. Accountability is tied to clearly defined measurable results and increasingly so is the budget."

Performance-Based Management is built on three pillars - explicit performance expectation, performance contracting, and ongoing performance assessment based on accurate data.

Performance-Based Management focuses on bringing outcomes, quality and costs together. A price tag, value or unit cost is placed on achievement of specific outcomes. The cost-effectiveness of the service, program or service delivery system relative to explicit expectations are measured. In other words, "Is the return of sufficient value that continued funding at the same or a higher level warranted?" Also, "What are the opportunity costs of continuing to use limited funding on the same set of services and/or providers? and What other promising ideas or approaches are never pursued?"

Whenever performance-based funding for a service is implemented, funding for subsequent years will be based upon the expenditure/performance for the previous program year. If Municipality is unable to meet service goals that meet required standards for residents within a municipality or region during a program year, new and/or additional providers will be sought for the next program year to serve those residents.

Services that are reimbursed on a unit cost basis have included in-home services, employment program and the nutrition services. The unit cost breakdowns for the nutrition programs are included later in this document. Nutrition program municipalities are reimbursed on a performance unit cost basis. Nutrition program municipalities will submit claims with the required back-up documentation showing the number of meals purchased or prepared, the sign-in sheets and the contribution collected. They will be reimbursed in the following manner:

$$\begin{aligned} & \text{Total Meals Served x Gross Unit Cost} \\ & \text{Less } \$1.30 \text{ contribution/meal} \\ & \underline{\text{Less USDA of } \$0.74 \text{ per meal}} \\ = & \text{The federal/state reimbursement, limited to the budgeted number of meals} \end{aligned}$$

Many nutrition municipalities have gross unit costs less than the countywide average. This is due to a greater use of volunteers and/or additional other resources from the municipality. Therefore, the number of meals budgeted for 2022 based upon the countywide federal/state average will be lower than the actual meals those municipalities will be able to serve with the same money. Contributions may exceed the average of \$1.30 per meal, which is another source for serving more meals than is projected.

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM, Cont'd**

**Vouchering System**

The Department of Senior Programs and Services will track and monitor Municipality's service deliveries on a monthly reporting basis through Peer Place, NYSOFA Client Statewide Data System. Vouchers will be submitted each month for each specific service. When a voucher is submitted reviews are conducted by DSPS staff to determine if the contract's performance goals and objectives are being met in a fiscally responsible and appropriate fashion. The actual number of elderly served and units of service are compared to annual goals set forth in the contractual agreement and a percentage is calculated to show how well they are meeting their goals. The Vouchering System will reimburse Municipality based on the calculated performance percentage for either number of people served or number of units served.

- Claims will only be paid based on summary reports in the Peer Place system. The number of elderly served and units provided for each service each month must be entered into Peer Place each month. The Peer Place data must agree with the claim amount for that month and that particular service. DSPS Program staff will monitor fiscal claims to ensure the number of units or persons reported for the month corresponds to the Peer Place data.
- A hard copy Peer Place report on the number of units and people served must accompany each claim form. DSPS Program staff will sign off on each claim prior to Fiscal processing. Monthly payments will be made on a unit cost basis or a per person cost basis only.
- Payment will be capped at 1/12 of the total allocation each month. At the end of the year adjustments will be made to the final claim to address extreme cyclical periods.

Funding for subsequent years will be based upon service delivery performance of the previous program year.

WESTCHESTER COUNTY  
 DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
 WIN 2022 – 2023 & NSIP 2021 – 2022

**REVISED UNIT COSTS FOR NUTRITION PROGRAM YEAR 2022-2023**

**Nutrition WIN Home Delivered Meals – State Reimbursement Per Meal @ \$9.62**

FOOD		Other Program Costs		TOTAL	Reimbursement Rate	
\$4.23	State Share	State	\$5.39	State	\$9.62	100%
<u>\$0.00</u>	<u>Local Share</u>	<u>Local</u>	<u>\$0.00</u>	<u>Local</u>	<u>\$0.00</u>	
				<u>Share</u>		
\$4.23	Net Cost of Meal	Total	\$5.39	Net	\$9.62	
\$0.74	Federal Estimated Nutrition Services Incentive Program					
<u>\$1.30</u>	<u>Uniform Food Contribution</u>					
\$6.27	Gross Food Costs based upon Westchester County Regional Kitchen Costs					

Gross Unit Cost Per Meal Without Nutrition Services Incentive Program = \$11.66 - \$0.74 = \$10.92



**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**  
**BUDGET FORM**  
**2022 - 2023 UNIT COST REIMBURSEMENT**

	BUDGET CATEGORY	WIN HOME DELIVERED MEALS, OTHER SERVICES & ADMINISTRATIVE MANAGEMENT COSTS
1.	STATE ALLOCATION	\$59,056
2.	# of Meals Budgeted on a Unit Cost Basis @ \$9.62 per Meal (line 1 / \$9.62)	6,142
3.	WIN Total Meal cost @ \$11.66 per meal (Line 2 x \$11.66)	\$71,616
4.	Total Anticipated NSIP Funding based on meals served	\$9,090
5.	Net Meal Cost With Contributions (Line 3 - Line 4)	\$62,526
6.	Budgeted Contributions @ \$1.30 per meal (Line 2 x \$1.30)	\$7,985
7.	Net (Line 5 - Line 6)	\$54,541
8.		
9.	Municipalities Projected Meals to be Served (Complete Lines 9 through 13 ONLY if the meals projected on Line 9 are greater than the meals budgeted on Line 2)	
10.	Difference Between Budgeted Meals in Line 2 and Projected Meals (Line 9 - Line 2)	
11.	Total Cost for Additional Meals @ \$10.92 x Line 10	
12.	Additional NSIP Funding (Line 10 x \$ 0.74)	
13.	Total Contributions = Average meal contribution from Line 36 of the last Meal Performance Report \$ ___x the greater of Line 2 or Line 9 (Indicate Month Used: ___)	
14.	Budgeted Contributions Surplus/Deficit ( Line 13 - Line 6)	
15a.	Municipality Other resources needed for additional meals( Line 11 - Line 12 - Line 14) If line 14 is negative it will be added instead of subtracted. If Line 15a is negative, Municipality must complete page 2 before completing Lines 16 & 17, and enter on Line 15b.	
15b.	Total Non-Recurring Costs from page 2 of the Budget	
16.	TOTAL ALL RESOURCES (Line 3 + Line 12 + Line 15a if positive, if not Line 15b)	
17.	TOTAL Gross Per Meal Cost (Line 16 ÷ the greater of Line 2 or Line 9)	

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM**

The Westchester County Department of Senior Programs and Services (DSPS) is challenged to meet the ever-increasing demand for needed services with declining resources. It is critical that available resources be managed in the most effective and efficient manner possible.

Local municipal services for case management and information and assistance are targeted to 5 of the county's 6 cities and 11 municipalities that total 84.13% of the weighted senior population. DSPS and other countywide agencies provide services to seniors not living in those communities. Supplemental funds are issued to 4 communities to provide these services.

The DSPS Allocation Schedule labels each service by the following six status designations for each category:

1. Mandated – 1 (M-1): Service is mandated by funding source for countywide services and municipalities with more than 20% of the county's senior population and the provider has the highest priority for funding at the minimal required level.

2. Mandated – 2 (M-2): Service is mandated or discretionary service with components of a countywide service for frail elderly and/or capacity building to serve growing elderly population through strategic partnerships, network management and new ventures in volunteerism including outreach through public information and self-empowerment through community education and training.

3. Mandated – 3 (M-3): Overfunded, mandated service for local services that can be provided on a countywide basis or countywide service that can be provided locally.

4. Discretionary – 1 (D-1): Discretionary Service includes stand-alone community education and public information.

5. Discretionary – 2 (D-2): Discretionary Service includes recreation, special events on a countywide basis.

6. Discretionary – 3 (D-3): Discretionary Service includes intergenerational and special populations and other non-mandated life enrichment programs.

DSPS has been able to create and develop new initiatives to enhance the quality of life and preserve the independence and dignity of older persons and their caregivers with new funding in the past several years. However, due to the changing economic climate there is no guarantee that current funding will be maintained at the same level the following year.

Priority Services information required by the National Aging Program Information System (NAPIS) is reported through Peer Place, NYSOFA's Client Statewide Data System. Peer Place details information on what services are provided, who is being served, how many service units and when services are provided to an individual on an unduplicated basis. Every service that is funded is reported through Peer Place in terms of units provided and people served. No manual data is submitted to state and federal funding sources.

AMOUNT OF CONTRACT

(use enclosed WIN budgets to obtain lines "a-e"):

(a) WIN State Funds Requested	\$ <u>59,056</u>
(b) NSIP (Anticipated)	\$ <u>9090</u>
(c) Total State + NSIP Funds	\$ <u>68,146</u>
(d) Participant Contributions	\$ <u>7985</u>
(e) Total Gross Amount (c + d)	\$ <u>76,131</u>
(f) Other Resources (not included in grant budget)	\$ _____

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
BUDGET FORM  
2022-2023 UNIT COST REIMBURSEMENT

A negative amount in Line 15a on page 1 of this Budget represents a program surplus and is subject to the fiscal guidelines. Therefore, the subcontractor must indicate below other non-recurring expense items to be build program capacity:

LIST SPECIFIC ITEMS AND COSTS UNDER EACH CATEGORY

A.	<b>EQUIPMENT MAINTENANCE AND REPAIRS</b>	<b>COST</b>
B.	<b>VEHICLE MAINTENANCE AND REPAIRS</b>	<b>COST</b>
C.	<b>MINOR ALTERATIONS AND RENOVATIONS</b>	<b>COST</b>
D.	<b>VEHICLE PURCHASE</b>	<b>COST</b>
E.	<b>EQUIPMENT PURCHASE (ITEMS GREATER THAN \$1,000)</b>	<b>COST</b>
F.	<b>EQUIPMENT PURCHASE (ITEMS LESS THAN \$1,000)</b>	<b>COST</b>
G.	<b>TOTAL FOR ALL NON-RECURRING ITEMS</b>	
	<b>TOTAL STATE ALLOCATION FOR MEALS AND ALL NON-RECURRING ITEMS</b>	

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

REVISED SCHEDULE "C"

WELLNESS IN NUTRITION (WIN) HOME-DELIVERED MEALS PROGRAMS  
NUTRITIONAL SERVICES INCENTIVE PROGRAM (NSIP)

SUBMITTED BY:

Port Chester

(MUNICIPALITY)

PERIOD COVERED:

APRIL 1, 2022 TO MARCH 31, 2023 - STATE  
OCTOBER 1, 2021- SEPTEMBER 30, 2022 - FEDERAL

REQUIRED ACTION:

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

SEND TO:

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



STATE AID FUNDS UNDER WIN (HOME-DELIVERED MEALS PROGRAMS, AND NSIP OF THE OLDER AMERICANS ACT, AS AMENDED)

1. Municipality: Village of Port Chester  
Address: 222 GRACE Church ST  
City: Port Chester, New York, Zip Code 10573  
Phone: (914) 939 4975  
Person Submitting Schedule: Maryann Nielsen  
Title: Director Telephone: 9149394975  
E-mail Address: mnielsen@PortChesterNY.Gov

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Program Director: Maryann Nielsen Title: Director  
Phone: 9149394975 E-mail Address: mnielsen@portchesterNY.Gov

2. Program Period: **FROM:** April 1, 2022 **TO:** March 31, 2023

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

4. Check One:  Program Currently Operating - Started in 1973 (year)  
( ) Program to Start On: \_\_\_\_\_

5. Names of municipalities to be served (1) Village of Port Chester  
(2) City of Rye (3) Village of Rye Brook

6. Amount of Contract:

(a) WIN State Funds Requested		\$ <u>59,056</u>
(b) NSIP (Anticipated)	\$ <u>9090</u>	
(c) Total WIN State Funds + NSIP Funds (a + b)		\$ <u>68,146</u>
(d) Participant Contributions		\$ <u>7985</u>
(e) Total Gross Amount (c + d)		\$ <u>76,131</u>
(f) Other Resources (not included in grant budget)		\$ _____

7. Official Authorized to Receive Payments:

Name: Anthony Silicato Title: Village Treasurer  
Address: 222 GRACE Church ST  
City: Port Chester, New York, Zip Code 10573  
Phone: (914) 939 4975 E-mail Address: mnielsen@portchesterNY.Gov

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**REVISED SCHEDULE “C”**

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

8. Person Responsible for Preparation of Fiscal Claims and Vouchers:

Name: Maryann Nielsen Title: Director  
 Phone: 914 939 4915 Email: MNielsen@PoetChesterNY.gov

Person(s) Responsible for Preparation of Monthly Reports:

Name: Sheila Finneran Title: Site Manager  
 Phone: 914 939 4915 Email: SFinneran@PoetChesterNY.gov

9. Westchester County Grant Funding for 2022- 2023:

List all Westchester County Departments (including Department of Senior Programs and Services) that the municipality has received or will receive grant money from. Include the department's name, the type of grant, and the amount for each grant.

<u>Department</u>	<u>Type of Grant</u>	<u>Amount of Grant</u>
WCSPS	ILB	13,747.00
WCSPS	III c'è c²	81,898.00
WCSPS	AAA Transportation	2,766.00

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



**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**MUNICIPALITY:**  
Port Chester

10. Terms and Conditions:

The undersigned agrees, with respect to any funds used for Programs described in this Schedule, to comply with all applicable Federal, State and Local laws including the following

- A. Title III of the Older Americans Act of 1965, as amended.
- B. Administration on Aging Rules and Regulations for Title III.
- C. New York State Office for the Aging Rules and Regulations for Title III.
- D. Article 15 of the New York State Executive Law of New York State (Law against Discrimination), including, without limitation, New York State Executive Law Section 296.
- E. Governor's 1960 Code of Fair Practice.
- F. 42 U.S.C. § 2000d et. seq. (Title VI of the Civil Rights Act of 1964) and the Civil Rights Act of 1991.
- G. Standard Assurances included with this Schedule and/or Schedule "F".
- H. 29 U.S.C. 701 et. seq. (Section 504 of the Rehabilitation Act of 1975, as amended).
- I. Governor's Executive Order #19 (Prevention of Sexual Harassment).
- J. Americans with Disabilities Act of 1990, as amended.
- K. 42 U.S.C. 6101 et seq. (Age Discrimination in Employment Act of 1975, as amended).
- L. New York State Elder Law .
- M. Federal Executive Order 13166

\_\_\_\_\_  
Signature of person on No. 7 or an authorized  
representative Stuart L. Rabin, Village Manager  
**"Per" signature not acceptable.**

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Requested Revisions

\_\_\_\_\_  
Date Revisions Received

\_\_\_\_\_  
Date Requested Revisions

\_\_\_\_\_  
Date Revisions Received

\_\_\_\_\_  
Date Requested Revisions

\_\_\_\_\_  
Date Revisions Received

\_\_\_\_\_  
Dept. of Senior Programs and Services Representative

\_\_\_\_\_  
Date Approved

**STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE**

**HOME-DELIVERED MEAL**

A hot or other appropriate meal which meets nutritional requirements and is provided to an eligible person for home consumption.

Unit: Each meal provided. Meals served to individuals through means-tested programs such as Medicaid Title XIX waiver meals are excluded from the NSIP meals count.

**NUTRITION COUNSELING**

Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use. Counseling is provided one-on-one by a nutrition professional, who evaluates the person's nutritional needs, develops and implements a nutrition counseling plan, evaluates the client's outcome, maintains documentation and distributes appropriate literature. It is recommended that initial counseling be provided face-to-face at a congregate site, in the home or in an office setting. Follow up nutrition counseling may be provided face-to-face at a congregate site, in the home, office setting or by telephone. A nutrition professional is defined as a Registered Dietitian (RD). Nutrition counseling services are available to an older individual and/or her/his caregiver upon referral and/or request.

Unit: One hour of service (time with individual and travel time).

**NUTRITION EDUCATION**

A planned program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans. Nutrition Education instruction is provided in a group or individual setting and overseen by a nutrition professional (see Staffing Requirements of current Nutrition Program Standards for required credentials). Nutrition Education must allow for participants to interact with the presenter and ask questions during the session.

Note: Distribution of written nutrition information or broadcast presentations that do not allow for participants to interact with the presenter are reported as Public Information/Education.

Unit: Session (a session is typically 15 minutes to 1 hour)

**TARGETING AND EQUAL ACCESS PLAN**

List the names of Services provided with this contract:

home delivery of meals

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The Municipality agrees to specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by DSPS, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

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

- Low-income minority individuals:

Spanish Speaking Staff. Flyers AND calls made in Spanish. Flyers in English & Spanish left at Churches, Senior housing, Food Pantries and community Bulletin Boards.

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- Older adults with limited English proficiency:

Bi-Lingual Staff. Flyers and calls in English and Spanish. Visits to Senior Buildings to speak to seniors.

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

N/A

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**RECIPIENT CHARACTERISTIC**

1. **DISABLED**: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. **LOW INCOME**: "Any person whose income is at 150% of current poverty income guideline."
3. **POVERTY INCOME GUIDELINES**: Listed below are the 2022 Poverty Income Guidelines for your information.

<u>SIZE OF FAMILY</u>	<u>POVERTY INCOME GUIDELINES</u>	
	<u>100%</u>	<u>150%</u>
1	\$ 13,590	\$ 20,385
2	18,310	27,465
3	23,030	34,545
4	27,750	41,625

(Source: Update of the HHS Poverty Guidelines --NY State Department of Health and Human Services Federal Register / Vol. 87, No. 14 / Friday, January 21, 2022 / Notice)

4. **AT RISK**: "Those 60+ individuals who are at greatest risk of institutionalization and/or who indicate the greatest social or economic need."
5. **FRAIL**: a. Frail - A person with one or more functional deficits in the following areas:
  - Physical functions
  - Mental functions
  - Activities of Daily Living [ADL] (eating, bed/chair transfer, dressing, bathing, toileting and continence).
  - Instrumental Activities of Daily Living [IADL] (meal preparation, housekeeping, shopping, medications, telephone, travel and money management).
6. **LIVE ALONE**: "Anyone who does not have other persons living in their household."
7. **VETERANS**: "Any person who has served in the armed forces."
8. **LEP**: A Limited English Proficient (LEP) individual is a person who does not speak English as his/her primary language and who has "a limited ability to read, write, speak, or understand English, and may be eligible to receive language assistance with respect to a ... service, benefit or encounter."

**STANDARD ASSURANCES**

1. The Municipality understands and agrees that the funds provided under this Agreement must be used to provide meals and/or services related to the provision of meals, including outreach, nutrition education, nutrition counseling, shopping assistance, delivery of foods and home delivery of meals, transportation to and from nutrition sites for elderly participants and food production equipment essential and appropriate for the maximum number of meals funded under this agreement, to elderly individuals whose nutritional needs have not or cannot be met under Title III-C-1, Title III-C-2 and CSE.
2. The Municipality agrees that it will comply with all requirements under the Older Americans Act and New York State Office for the Aging (NYSOFA) Program Instructions regarding procedures for obtaining and accounting for program contributions and that all such contributions will be used to expand the Wellness in Nutrition (WIN) project.
3. The Municipality agrees that it will make use of all available Nutrition Services Incentive Program funds and/or commodities to which they are entitled based on meals provided under this agreement, for the purchase of food for the Wellness in Nutrition program, in accordance with applicable United States Department of Agriculture Regulations.
4. The Municipality agrees to comply with the reporting requirements for the Wellness in Nutrition program as set forth by NYSOFA and Area Agency on Aging (AAA).
5. The Municipality agrees that it shall be their responsibility to (i) identify and reach out to currently unserved and underserved homebound individuals, (ii) cooperate closely with public health personnel to accomplish the activities in nutrition surveillance and (iii) at a minimum, serve minorities in sufficient numbers to indicate targeting.
6. Nutrition Site/Food Service Facility & Catered Operations:  

The Municipality will consult with Westchester County Department of Senior Programs and Services (WCDSPS) and receive approval from NYSOFA through the WCDSPS, for the operation of any new subcontracted or directly operated WCDSPS nutrition site/food service facility. WCDSPS must also be notified of any catered operation providing meals under contract for Title III-C, or WIN.
7. The Municipality understands that they shall try to reasonably accommodate participants who have particular dietary needs arising from health requirements, religious requirements, or ethnic backgrounds of such participants.
8. The Municipality shall:
  - a) serve any senior citizen, and ensure equal access for participation, services, activities and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation;
  - b) ensure that any services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort;
  - c) refrain from using funds to advance any Partisan candidate or effort however, the Municipality shall ensure that candidates have equal access regardless of policy views or party affiliation;
  - d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nomination for office;
  - e) ensure no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities.
9. The Municipality understands and agrees to for equipment costing \$1,000.00 or more purchased with any Federal or State funds under this Plan and is no longer needed for activities supported by such Programs, WCDSPS reserves the right to select a recipient and approve the transfer of such equipment to another grantee, which must be used for services to older adults.

**NUTRITION PROGRAM STANDARDS**

**I.**

**I. PROGRAM MANAGEMENT**

**A. General Policy**

The Municipality shall have written policies and procedures covering all aspects of the program including:

1. An organizational chart
2. Personnel policies
3. Job descriptions-specifying qualifications, experience and appropriate training
4. Orientation and training
5. Contributions
6. Food service management, sanitation and delivery
7. Program monitoring
8. Record Keeping
9. Reporting
10. Participant eligibility
11. Safety, including preventive and emergency procedures (fire, weather, participant illness and injury)
12. Food and equipment security
13. Participant survey administration
14. Special/therapeutic diets
15. Provision of nutrition screening, education and counseling
16. Congregate meal food take-home policy
17. Home-delivered nutrition services
18. Assessments
19. Third party meals
20. SNAP contributions
21. Provision of meals to staff under 60 at guest rate

**B. Contributions**

The Municipality shall implement the NYSOFA contribution policies and procedures including:

1. Participants receiving information on the use of contributions.
2. The opportunity for individuals to make a contribution for nutrition services received.
3. Contributions for meals are confidential and voluntary and individuals are free to choose the amount they wish to contribute.
4. Any contribution made will be used to expand the program.
5. No one will be denied the service because of their inability to contribute.

**NUTRITION PROGRAM STANDARDS, CONT'D**

**C. Insurance**

The Municipality shall be covered by the following insurance where applicable and feasible:

1. Facility insurance
2. Vehicle insurance
3. Workman's compensation
4. Unemployment
5. Products liability
6. Personal liability, including volunteers
7. Bonding/Commercial Insurance Policy covering losses from employee theft

**D. Congregate Site Agreement**

There shall be written site agreements between the provider and all sites serving meals. The site agreements must address as appropriate:

1. Agreement on utility/rent payment
2. Specific areas and square footage
3. Hours opened, days opened, days closed, and seasonal variations
4. Responsibility for care and maintenance of the facility:
  - (a) Sanitation of restrooms and common areas
  - (b) Cleaning range hoods, fans, furnace vents, etc.
  - (c) Snow removal on walks
5. Responsibility for fire inspections
6. Obtaining Health Department permits
7. Insurance coverage for items owned by the project
8. Personnel liability insurance
9. Compliance with all federal, state and local laws
10. Security for site equipment and food
11. Responsibility for replacement of equipment
12. Certificates of Occupancy

**E. Record Retention**

1. The Municipality will keep the following records for one year after the ending date of the program period:
  - a. Food temperature logs; congregate and home-delivered meals
  - b. Site, kitchen and route monitoring reports
  - c. Health Department inspection reports

**NUTRITION PROGRAM STANDARDS. CONT'D**

- d. Nutrition education programs, surveys and units of service
  - e. Nutrition counseling client files and units of service
  - f. Menus as served and nutrient analysis
  - g. Food cost and inventory records and production sheets
  - h. Participant surveys and evaluations
  - i. Physician diet orders
  - j. Participant, staff and volunteer meal service records e.g. sign-in sheets
2. The Municipality will keep the following records for six years after the ending date of the program period:
- a. Congregate participant registration
  - b. Home-delivered Meals eligibility assessments and reassessments
  - c. Contribution collection and deposit records
  - d. All income and expense records
  - e. Contract, budget and payroll/time sheet documents
  - f. AAA monitoring reports of contracted nutrition providers and directly provided nutrition services.

**II. PARTICIPANT ELIGIBILITY AND ASSESSMENTS**

**A. Congregate Meals Nutrition Services Eligibility**

The Municipality shall ensure that program regulations are met as follows:

1. Any person age 60 or older and the spouse of such a person is eligible to participate in congregate nutrition services.
2. Individuals with disabilities under the age of 60 who reside in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided may also be served.
3. In accordance with procedures established by the area agency:
  - a. individuals with disabilities under the age of 60 who reside at home with an eligible older individual may be offered congregate nutrition services on the same basis as meals are provided to eligible participants; and
  - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.



**NUTRITION PROGRAM STANDARDS. CONT'D**

**B. Home-delivered Meals Nutrition Services Eligibility**

The Municipality shall ensure that program regulations are met as follows:

1. Any person age 60 or older is eligible to receive home-delivered meals, provided that such person:
  - a. is incapacitated due to accident, illness, or frailty;
  - b. lacks the support of family, friends, or neighbors; and
  - c. is unable to prepare meals due to a lack of or inadequacy of facilities, an inability to shop, cook, or prepare meals safely, or a lack of appropriate knowledge or skill.
  
2. The spouse of an eligible recipient, regardless of age or condition, may receive home-delivered meals if, according to criteria established by the area agency, receipt of such meals is in the best interest of the eligible participant.
  
3. In accordance with procedures established by the area agency:
  - a. individuals with disabilities under the age of 60 who reside at home with an eligible participant may receive home-delivered meals if, according to criteria established by the area agency, receipt of such meals is in the best interest of the eligible participant; and
  - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.

**C. Assessments**

1. The area agency shall ensure that each person referred for or requesting home-delivered meals is assessed to determine the need for such services as follows:
  - a. a comprehensive client assessment, consistent with NYSOFA guidelines, must be completed prior to initiating service; in individual cases of emergent need for meals to be initiated before an assessment is conducted (i.e. hospital discharge referral), the assessment must be conducted within ten business days of initiating service. If the assessment is not completed prior to service, the following intake information must be noted and on file: name, address, phone, emergency contact, physician, major chronic conditions, birthdate, diet, and description of emergent nature of need;
  - b. client assessments must be conducted by a person who has the same qualifications as staff who perform assessments for other community-based long-term care services;
  - c. reassessments are done at least every 12 months. Case managed clients receive a documented contact every 2 months and non-case managed clients must receive a documented contact every 6 months; and
  - d. appropriate referrals, with the consent of the participant or their representative, must be made when other needs are identified through the assessment process (e.g. nutrition counseling, transportation, personal care).

**NUTRITION PROGRAM STANDARDS (CONT'D.)**

**III. MEAL SERVICE AND DELIVERY**

The Municipality shall ensure that program regulations are met as follows:

**A. Congregate Meals Program Service Delivery and Accessibility**

The Area Agency on Aging shall ensure that:

1. The nutrition program provides maximum accessibility to older persons in greatest social or economic need with particular attention to low income minority individuals.
2. Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible.
3. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
4. Congregate nutrition program provides at least one hot or other appropriate meal per day, five or more days a week. Exceptions may only be made in a rural area where such frequency is not feasible, and a lesser frequency is approved by NYSOFA.
5. All sites are open at least one hour before and after the meal is served to permit all participants to eat a leisurely meal, enjoy social contact, and take advantage of other services at the site.
6. The program provides nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.
7. To the maximum extent possible there is space available for supportive services (which protects the privacy of individual participants), educational services, and/or recreational services and activities.
8. Meals are provided in congregate settings, including adult day care facilities and multigenerational meal sites and may include restaurant- based sites.
9. All sites must be open to the public so that eligible participants may gain access. There must not be a requirement to be a member, pay an entrance fee, be a resident, or participate in another program or service in order to gain access to the congregate meal.
10. Participants are registered in accordance with NYSOFA's reporting requirements.
11. Participants are monitored for the possible need for home-delivered meals instead of congregate meals and referrals are made as necessary.
12. Each nutrition services provider (direct or contracted) shall alert the area agency to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal site or household.

**NUTRITION PROGRAM STANDARDS (CONT'D.)**

**B. Home-Delivered Meals Program Service Delivery and Accessibility**

The Area Agency on Aging shall ensure that:

1. The home-delivered meals program provides maximum accessibility to older persons in greatest social or economic need with particular attention to low income minority individuals.
2. The home-delivered meals program provides at least one home-delivered meal per day, five or more days a week. Exceptions may only be made in a rural area where such frequency is not feasible, and a lesser frequency is approved by NYSOFA. a. Such meals may be hot, cold, frozen, dried, canned, or fresh foods and, as appropriate, supplemental foods.
3. The home-delivered meals program provides nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.
4. To the extent possible, the home-delivered meals program makes available medical information approved by health care professionals, such as informational brochures and information on how to get vaccines, including vaccines for influenza, pneumonia, and shingles, in the individuals' communities.
5. Each nutrition services provider (direct or contracted) shall alert the area agency to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal site or household.

**C. Provision of Meals to Guests and Staff Under Sixty**

1. Procedures are in place that ensure that eligible participants are given priority for meals over all guests and staff under sixty.
2. Meal charges for guests and staff under sixty are based on actual food and disposables cost of caterers' charge per meal.
3. There is a written policy concerning the provision of meals to staff under sixty at the guest rate.

**D. Third-Party Reimbursement**

The Area Agency on Aging shall ensure that:

1. The area agency shall seek appropriate reimbursement from third-party payers (public and private) when such participants' nutrition services are or may be covered by another funding source. a. There are written agreements concerning the reimbursement of meal cost pertaining to community-based residential care facilities, community-based service providers, and other public or private third-party payers.
2. Nutrition services providers under contract with an area agency to provide nutrition services seek appropriate reimbursement from third-party payers (public and private) to pay for congregated and home-delivered nutrition services provided to covered participants when such participants' nutrition services are or may be covered by another funding source. This would include community-based residential care facilities, community-based service providers, and other public or private third-party payers. a. Nutrition services providers have written agreements concerning reimbursement of meal cost (based on actual costs per meal), participation of covered individuals, and other policies, procedures, and conditions in accordance with NYSOFA's standards.

**NUTRITION PROGRAM STANDARDS (CONT'D.)**

**E. Meal Service**

The Municipality shall ensure that program regulations are met as follows:

1. Efforts are made to conserve the nutritive value, flavor and appearance of foods at all stages of food preparation, delivery and service with particular attention made to minimize the hot holding time before they are consumed. Potentially hazardous foods (as defined in New York State Sanitary Code Subpart 14-1.31) are held, delivered and served at temperatures 45 degrees Fahrenheit or below or 140 degrees Fahrenheit or above.
2. Foods are portioned for service as indicated on approved menus.
3. Each nutrition services provider in accordance with applicable laws and regulations accommodates the needs of individuals with disabilities or limited mobility and has available for use upon request appropriate food containers, utensils, and other assistive devices.
4. When feasible and appropriate, arrangements are made for the availability of meals to participants in weather-related emergencies.
5. There are written procedures concerning:
  - a. The provision of food and/or meals in weather related or other emergencies or disasters;
  - b. the cancellation of meals;
  - c. notification of service delays or closings;
  - d. restrictions concerning the drop-off of home-delivered meal(s);
  - e. the allowance of or prohibition against participants taking part or all their meal home for later consumption regarding food safety issues and participant responsibility; and
  - f. the provision of appropriate food containers and utensils for individuals with disabilities.
6. Clients receiving home-delivered meals are instructed on the requirements of receiving a meals and the use and safe handling of the meal.

**IV. FOOD SERVICE OPERATION**

The Municipality shall ensure that:

1. All facilities used for meal preparation and/or service delivery meet all applicable Federal and State requirements, including the State Sanitary Code Part 14-1 requirements, and all local health, sanitation, building, fire and safety regulations.
  2. Food costs using NYSOFA administered funding area accurately determined and calculated on a quarterly basis.
  3. Procedures are in place to forecast the number of meals to be prepared and/or served daily e.g. reservation system.
  4. Standardized recipes are used for food production.
-

**NUTRITION PROGRAM STANDARDS (CONT'D.)**

5. Food items on production and on-site menus are clearly identified and portion sizes are indicated as needed.
6. Portion control is maintained during food preparation and service to be consistent with Registered Dietitian certified menu requirements.

**V. FIRE, BUILDING AND HEALTH CODE COMPLIANCE AND SAFETY PROCEDURES**

**A. Facility Compliance and Safety Procedures**

The Municipality shall ensure that:

1. NYSOFA approval has been granted for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the agency for NYSOFA to review.
2. NYSOFA has been notified of any commercial caterer, restaurant, hospital, nursing home, school or "Meals on Wheels" which provides meals under an agreement with a NYSOFA administered program.
3. NYSOFA approval is received prior to any changes in the status of the operation of meal sites, kitchens or caterers and restaurant-based sites and such changes are accurately reflected in the NYSOFA meal site roster.
4. All sites and food preparation facilities (contracted and directly operated) are inspected annually by the local Department of Health. Inspection reports and follow-up documentation on compliance issues are kept on file with the area agency.
5. All facilities are in compliance with the NY State Sanitary Code and display operation permits.
6. All facilities have written confirmation or permit posted that they comply with Fire Department or Buildings Department regulations.
  - a. Exits are clearly identified, well-lit and free of obstacles/clutter.
  - b. Fire extinguishers are strategically placed and inspected annually.
  - c. Evacuation plans are posted.
7. Fire drills are conducted annually at all congregate sites and documented.

**NUTRITION PROGRAM STANDARDS (CONT'D.)**

**B. Food Service Practices Compliance**

The Municipality should ensure that:

1. Food service practices comply with all applicable federal, New York State Sanitary Code Part 14 and local health and sanitation regulations.
2. Time and temperatures of potentially hazardous foods (as defined in New York State Sanitary Code Subpart 14-1.31) shall be taken and recorded as follows:
  - a. Final cooking temperatures.
  - b. Bulk food temperatures must be taken prior to delivery, at delivery and at serving time.
  - c. HDM end route temperatures must be taken monthly for each route.
3. Outbreaks of suspected food-borne illnesses are reported to the local Health Department, NYSOFA and the Area Agency on Aging immediately.

[NO FURTHER TEXT ON THIS PAGE]

**PROGRAM REQUIREMENTS**

**HOME-DELIVERED MEALS NUTRITION PROGRAM**

The Municipality shall provide a Home-Delivered Meals Nutrition Program ("HDMNP") which meets the requirements of the Older Americans Act, and the rules and regulations of the Department of Health and Human Services and the New York State Office for the Aging and the Westchester County Department of Senior Programs and Services.

The Municipality, in connection with the HDMNP, shall provide and serve a lunch meal five days a week on Monday, Tuesday, Wednesday, Thursday and Friday, between 11:30 a.m. and 1:30 p.m., and/or a cold supper on the same days at the eligible Participant's home. When feasible, the Program shall be extended to include Saturday, Sunday and holidays. Said lunch meal shall be made available to Participants.

The Municipality shall collect voluntary contributions from Participants and the full cost of the meal from guests and staff under 60 years of age at a rate agreed upon between the County and the MUNICIPALITY. The Municipality shall keep a separate ledger account of such contributions together with supporting records and documents. No eligible Participant shall be deprived or prevented from participating in the HDMNP because of inability to contribute or solely because of race, sex, creed, color, nationality, country of origin or disability.

In addition to the foregoing, the Municipality will furnish Participants with Support services, in accordance with the Manual of Policy and Procedures for the Nutrition Program for the Elderly, including, but not limited to, an information and referral service, health and wellness counseling, nutrition education, and a program of outreach to assure participation of special target persons including, but not limited to, minorities, poverty level persons, and isolated individuals.

[NO FURTHER TEXT ON THIS PAGE]

**PROGRAM REQUIREMENTS (CONT'D)**

**MISCELLANEOUS AGREEMENTS**

1. It is understood and agreed that the Municipality bears an affirmative obligation to answer questions specifically or directly relating to this Agreement before any official, board or agency authorized or empowered to inquire into such matters. This section shall not be construed as barring the Municipality, its directors, officers or employees from exercising their constitutional privilege against self-incrimination. The foregoing, however, shall not be construed as limiting the rights and remedies of the County in the event of such refusal, and when such body or agency is wholly civil in nature, failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this Agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.
  - a. Such person, and any firm, partnership or corporation of which he is a member partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, the County of Westchester, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.
  - b. Any and all contracts made with the State, the County of Westchester, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the County of Westchester, without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.
2. If the agreement between the Municipality and food vendor has been bid, the bidder certifies that:
  - a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids.
  - b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety of a bond furnished herewith prior to the opening of the official bid.

[NO FURTHER TEXT ON THIS PAGE]



CONTRACTOR: Village of Port Chester

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(9a)	Of Total Minority in Col. 15, the Number of:						(16)
											(10)	(11)	(12)	(13)	(14)	(15)	
	TOTAL UNITS OF SERVICE	60+ Elderly Served	AGED 75+	AGED 85+	Disabled	Frail	Women	Living Alone	Low Income	Veterans	Native American	Asian	Native Hawaiian/Pacific Islander	Black Non-Hispanic	Hispanic or Latino	TOTAL MINORITY Col. 10 thru Col. 14	Low Income Minority
WIN																	
HOME DELIVERED MEALS	6,142	46	15	22	36	42	29	23	16	11	1	1	0	4	12	18	9
NUTRITION EDUCATION	12	46															

PLAN FOR SERVICES

**SERVICE NAME: HOME-DELIVERED MEALS NUTRITION PROGRAM**

1. If the Municipality services are not being targeted to those most in need, explain why services should be funded.  
Placement of services are pre-targeted.
  
2. The Major Action Steps that will be taken to improve the program must be completed below if:
  - The Municipality's previous fiscal year's performance is less than 75% or
  - The Municipality has any unmet compliance requirements (service provision, recipient, reporting, or fiscal). Indicate any unmet compliance requirements:

\_\_\_\_\_ N/A \_\_\_\_\_  
 \_\_\_\_\_

**2022 - 2023 TIMETABLE**

MAJOR ACTION STEPS	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Promote PROGRAM with other Village Programs								X				

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**ADDITIONAL AGREEMENT PROVISIONS**

**REPORTING REQUIREMENTS**

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

1. Participant Daily Registration Report
2. Monthly Nutrition Services Report
3. Monthly Contribution Report Indicating Bank Deposits for WIN Program
4. Paid Food Bills.

**PAY PER MEAL PROVISION**

The County may, in its discretion, pay the Municipality an amount for each meal served in connection with the Program provided the Administration on Aging approves the same pursuant to such Agency's "Nutrition Services Incentive Program". Municipality understands and agrees that all food purchased for the Program must be grown and produced in the United States.

**SUBCONTRACTING FOR FOOD**

The Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written approval of the County. The Municipality may subcontract for food, without obtaining approval from the County, where the Municipality does not produce food; provided, however, that (a) the County shall be promptly notified of each such food subcontract and shall retain the right to disapprove any such food subcontract for cause; (b) the Municipality and the food Municipality shall execute the agreement annexed hereto and made a part hereof as **Attachment 1**; or some such similar agreement, the terms of which do not differ in any material respect from the terms contained in **Attachment 1**; and (c) a copy of such agreement is forwarded to the County immediately upon execution by the parties thereto. If the Municipality prepares its own meals on site, the Municipality is required to execute the letter annexed hereto and made a part hereof as **Attachment 2**.

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**ATTACHMENT 1**

**CATERER AGREEMENT**

4. All meals will furnish one-third the Dietary Reference Intakes (DRIs) developed and published by the Institute of Medicine (IOM) and as required by the National Nutrition Program for the Elderly.

5. The following meal pattern will be adhered to, to insure meeting one-third DRIs: meat, fish, poultry (minimum of 2 oz. cooked edible portion not to include breading), vegetables and fruit (3 servings), grains/ whole grains (2 servings, 1 ounce each, one serving must be whole grain), butter or margarine (1-2 tsp), and dairy (1 serving).

6. Westchester County Department of Senior Programs and Services will submit to the Municipality a menu containing a minimum of a six-week cycle of meals approved by the project dietitian. The Municipality shall make its best efforts to adhere to this menu. In any event the Municipality shall adhere to the meal pattern requirements set forth in Paragraph 5.

7. The Food Vendor shall provide enough food, according to the meal pattern, to provide meals for estimated \_\_\_\_\_ people per day which may include milk, bread, butter, napkins, salt, pepper, knives, forks, spoons and such other necessary items for an adequate table setting as set forth in the bid specifications, the terms of which shall be deemed incorporated by reference herein as if the same were set forth at length.

8. The Food Vendor shall prepare the food hot and ready to serve. Hot food must be at least 140 degrees Fahrenheit and cold food 45 degrees Fahrenheit when delivered by the transport vehicle. The Municipality's Nutrition Site Manager will check all delivered food as it arrives to insure proper food temperature and proper number of meals.

9. The Food Vendor will be open for inspection and program evaluation during the normal business hours by representative of local and State Departments of Health, local nutrition program, County and State Offices for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office.

10. The Food Vendor shall meet all Federal, State and local health codes.

11. The Food Vendor shall be responsible for ensuring that all vehicles used in the transport for food prepared hereunder, are maintained in a clean manner. Such vehicles shall also be available for inspection by the agencies listed in Paragraph 9 above.

12. The Food Vendor will implement any recommendations made by the agencies listed in Paragraph 9.

13. The Food Vendor shall indemnify and save harmless New York State and Westchester County from any and all claim or claims whatsoever arising from or in connection with services rendered hereunder, including, but not limited to, claims resulting from poisoning caused by food pursuant to this agreement.

14. The Food Vendor shall provide evidence of those insurance policies required by the Municipality.

WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022

ATTACHMENT 1

CATERER AGREEMENT

A. FOOD VENDOR'S NAME: Executive Coenec Deli  
ADDRESS: 229 Mill Street Greenwich Ct 06830  
CONTACT PERIOD: From 6/1/2023 To 5/31/2024  
ESTIMATED TOTAL AMOUNT OF CONTRACT:  
For Home-delivered: \$ 120,000  
LOCATION OF MEALS PREPARATION SITE:  
229 Mill Street Greenwich Ct 06830 (the "Preparation Site")  
NUMBER OF SITES SERVED: 1  
ESTIMATED TOTAL MEALS TO BE SERVED IN PROJECT YEAR:  
For Home-delivered Meals: 12,000  
CHARGE PER MEAL ACTUALLY SERVED:  
For Home-delivered Meals: \$ 10.00

B. MUNICIPALITY AND FOOD VENDOR AGREE AS FOLLOWS:

1. The Food Vendor shall provide 40 meals per day on the following days:  
40 Monday 40 Tuesday 40 Wednesday  
40 Thursday 40 Friday 40 Saturday x Sunday

2. The Food Vendor shall deliver such meals to 222 Grace Church St PC, NY  
(the "Municipality") in heated or refrigerated containers that will maintain hot food above 140 degrees Fahrenheit. and cold food below 45 degrees Fahrenheit.

The Municipality's Employees will assist in unloading heated and refrigerated containers from the transport vehicle.

3. The Food Vendor shall have such meals ready for transport in heated and/or refrigerated containers no later than 1045 a.m. each day.



ATTACHMENT 1

**CATERER AGREEMENT**

15. The Food Vendor shall post bond in the amount of one month's fees as security against default by the Municipality in the performance of its duties under this contract.

16. The Food Vendor shall adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto, Executive Order 11246 and 11375 as supplemented by 41 CFR Part 60 and agrees not to discriminate against any individual on the basis of race, sex, color, creed, age, religion, disability, marital status or national origin.

17. The Food Vendor shall provide the Westchester County Department of Senior Programs and Services with a cost breakdown of the food provided by raw food, prepared food, transportation, and other costs attributed to the local project as New York State Office for the Aging and Administration on Aging may request.

18. The Food Vendor shall submit billings to the Municipality at the end of each calendar month for the actual number of meals prepared and any additional food prepared and delivered at the request of the Municipality's Site Manager during the said calendar month.

19. The Food Vendor agrees to retain records substantiating the basis for payment hereunder for a period of three (3) years following the final payment hereunder, and shall make such records available to representatives of the United States Department of Health and Human Services, the New York State Office for the Aging, the Westchester County Department of Senior Programs and Services and the Municipality. In the event one or more of the foregoing agencies commence an audit, or litigation or other action concerning the payments made under this contract, the Municipality shall retain such records until such audit, litigation or other action is concluded, or until expiration of the said three-year period, whichever is later.

20. The Food Vendor may terminate this contract at any time during its term without cause by giving not less than sixty (60) days prior written notice to the Municipality of the intention to terminate this contract and the specific termination date.

21. This contract may be terminated by the Municipality on thirty (30) days written notice to the Food Vendor whenever such termination is in the best interest of the Recipient.

The Food Vendor: Executive Coener Deli

X Kim Alley  
(Original Signature) (Title) (Date)

The MUNICIPALITY: Village of Port Chester

(Original Signature) (Title) (Date)

N/A

**ATTACHMENT 2**

**REGIONAL KITCHEN AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

\_\_\_\_\_ a corporation, of the State of New York, with its principal office at \_\_\_\_\_

(hereinafter referred to as the "Preparer")

and \_\_\_\_\_ a \_\_\_\_\_ corporation, of the State of New York, with its principal office at \_\_\_\_\_

(hereinafter referred to as the "Recipient")

**WITNESSETH:**

WHEREAS, the Preparer and the Recipient wish to enter into an agreement for the preparation of Senior Citizens Nutrition Program Meals.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Preparer shall prepare approximately \_\_\_\_\_ meals per day, Monday through Friday, excluding national holidays, from \_\_\_\_\_ to \_\_\_\_\_, on the premises located at \_\_\_\_\_ ("Preparation Site"), at a cost of \$\_\_\_\_\_ per meal.

2. The Recipient shall be responsible for the pick-up of such meals at the Preparation Site and the delivery to the Recipient's distribution site.

The Preparer's Nutrition Program Employees will assist in loading heated or refrigerated containers into the transport vehicle.

3. The Preparer shall have such meals ready for transport in heated and/or refrigerated containers no later than \_\_\_\_\_ a.m. each day.

4. All meals will furnish one-third the Dietary Reference Intakes (DRIs) developed and published by the Institute of Medicine (IOM) and as required by the National Nutrition Program for the Elderly.

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**ATTACHMENT 2**

**REGIONAL KITCHEN AGREEMENT**

5. The following meal pattern will be adhered to, to insure meeting one-third DRIs: meat, fish, poultry (minimum of 2 oz. cooked edible portion not to include breading), vegetables and fruit (3 servings), grains/ whole grains (2 servings, 1 ounce each, one serving must be whole grain), butter or margarine (1-2 tsp), and dairy (1 serving).

6. Westchester County Department of Senior Programs and Services will submit to the Preparer a menu containing a minimum of a six-week cycle of meals approved by the project dietitian. The Preparer shall make its best efforts to adhere to this menu. In any event, the Preparer shall adhere to the meal pattern requirements set forth in Paragraph 5.

7. The Preparer shall provide enough food, according to the meal pattern to provide meals for \_\_\_\_\_ people per day including milk, bread, butter and such other necessary items as deemed appropriate by both parties.

8. The Preparer shall prepare the food hot and ready to serve. Hot food must be at least 140 degrees Fahrenheit and cold food 45 degrees Fahrenheit when delivered by the transport vehicle. The Recipient's Nutrition Site Manager will check all delivered food as it arrives to insure proper food temperature.

9. The Preparation Site will be open for inspection and program evaluation during normal business hours by representatives of local and State Departments of Health, local nutrition program, County and State Offices for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office.

10. Preparer will implement any recommendations made by the above-mentioned agencies in paragraph 10.

11. The Preparation Site shall meet all Federal, State and local health codes.

12. Recipients shall be responsible for ensuring that all vehicles used in the transport of food prepared hereunder, are maintained in a clean manner. Such vehicles shall also be available for inspection by the agencies listed in paragraph 9 above. Recipient will implement any recommendations made by the agencies in paragraph 10 concerning transport vehicles.

13. The Preparer shall indemnify and save harmless New York State and Westchester County from any and all claim or claims whatsoever arising from or in connection with services rendered hereunder, including, but not limited to, claims resulting from poisoning caused by food pursuant to this agreement.

14. The Preparer's posting of a bond in the amount of one month's fees as security against default by the Preparer in the performance of its duties under this contract is hereby waived by the Recipient.



ATTACHMENT 2

N/A

**REGIONAL KITCHEN AGREEMENT**

15. The Preparer shall adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto, Executive Order 11246 and 11375 as supplemented by 41 CFR Part 60 and agrees not to discriminate against any individual on the basis of race, sex, color, creed, age, religion, disability, marital status or national origin.

16. The Preparer shall provide the Westchester County Department of Senior Programs and Services with a cost breakdown of the food provided by raw food, prepared food, transportation, and other costs attributed to the local project, as New York State Office for the Aging and Administration on Aging may request.

17. The Preparer shall submit billings to the Recipient at the end of each calendar month for the actual number of meals prepared and any additional food prepared and delivered at the request of the Recipient's Site Manager during said calendar month.

18. The Recipient agrees to pay all amounts due on said billings within two (2) weeks of the receipt of said billings.

19. The Preparer agrees to retain records substantiating the basis for payment hereunder for a period of three (3) years following the final payment hereunder, and shall make such records available to representatives of the United State Department of Health and Human Services, the New York State Office for the Aging, the Westchester County Department of Senior Programs and Services and the Recipient. In the event one or more of the foregoing agencies commence an audit, or litigation or other action concerning the payments made under this contract, the Preparer shall retain such records until such audit, litigation or other action is concluded, or until expiration of the said three-year period, whichever is later.

20. The Preparer may terminate this contract at any time during its term without cause by giving not less than sixty (60) days prior written notice to the Recipient of the intention to terminate this contract and the specific termination date.

21. This contract may be terminated by the Recipient on thirty (30) days written notice to the Preparer whenever such termination is in the best interest of the Recipient.

The Preparer:

\_\_\_\_\_

(Signature)

(Title)

(Date)

The Recipient:

\_\_\_\_\_

(Signature)

(Title)

(Date)

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**REPORTING REQUIREMENTS**

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

1. Job description reports for personnel employed during the term of this Agreement.
2. Resumes of persons employed.
3. A report of personnel benefit policies, including wages, hours, vacation and all other leave time and fringe benefits shall be submitted to the County by the first day of the second month of the program.
4. Monthly time sheets of staff to be maintained for audit purposes.
5. Such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Municipality and the nature and amount of all expenditures claimed against such funds.
6. At the request of the County, the Municipality will submit a written report describing the methods used to satisfy the service needs of low income minority individuals, and 'Section 306(4)(B)(i)' older individuals who are residing in rural areas, have greatest economic or social need (with particular attention to low-income minority individuals and older individuals residing in rural areas), have severe disabilities, have limited English proficiency, have Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals), and are at risk for institutional placement, all as specified in Section 306(4)(B)(i) of the Older Americans Act of 1965, as amended.
7. Monthly Reports of service(s) provided, recipient population characteristics, and expenditures for the program.
8. Claims for expenses incurred in the provision of said services, accompanied by such registration forms or other documentation necessary to support claims for said expenses.

**VOUCHERING SYSTEM FOR UNIT-COST CONTRACTS**

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

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

**VOUCHERING SYSTEM FOR LINE-ITEM CONTRACTS**

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

**PLAN FOR AUDIT**

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

1. When was the most recent audit conducted? 10/8/22
2. What time period was covered in the audit? 6/1/21 - 5/31/2022
3. Who conducted the audit? Name & Title \_\_\_\_\_  
Name of Firm Drescher & Malecki
4. Was a copy of the audit forwarded to the Westchester County Department of Senior Programs and Services?

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

If Municipality will have an organization-wide audit conducted during the current year, describe below the plan for selection of an auditor, the period to be covered and the scope of the audit. If Municipality will not have an audit conducted during the current year, briefly describe below its future audit plans.

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**ADVOCACY AND RELATED ACTIVITIES**

This category includes the monitoring, evaluation, and commenting on all policies, programs, hearings and community actions which affect older persons, the conducting of public hearings on the needs of older persons, the representation of the interests of older persons to public officials, public and private agencies and organizations, and coordinating planning with other agencies and organizations, to promote new or expanded benefits and opportunities for older persons.

Advocacy is not a service category, but is inherent in all services provided to the elderly.

Please describe Municipality's specific plans for advocacy activities in this program year.

The Village of Port Chester Advocates for the senior citizens of Port Chester for their safety and well being. The Director takes part in the activities of various civic groups in our area. We Advocate for safety in the home, transportation and well being of seniors

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022**

**EXECUTIVE ORDER 11246 CONT'D**

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

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

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

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

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

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

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

**EXECUTIVE ORDER 11246**

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

Village of Parchester  
Municipality

\_\_\_\_\_  
Signature of Person Signing Agreement

\_\_\_\_\_  
Date

Village Manager

Title  
Stuart Palen

\_\_\_\_\_  
Name of Staff Person Designated to be the  
Affirmative Action Officer

\*\*\*\*\*

**MUNICIPALITY STAFFING INFORMATION**

**MUNICIPALITY STAFF:** Paid staff assigned to programs/services in this Schedule.

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

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

1. Total number of paid staff:	<u>8</u>
2. Full-time paid staff (30 hrs. or more per week):	<u>2</u>
3. Part-time paid staff (less than 30 hrs. per week):	<u>6</u>
4. Total number of paid staff 60 years of age or older:	<u>3</u>
5. Total number of paid female staff:	<u>6</u>
6. Total number of paid disabled staff:	<u>0</u>
7. Total number of paid minority staff:	<u>5</u>
a. Number of paid American Indian/Alaskan Native staff:	<u>0</u>
b. Number of paid Asian/Pacific Islander staff:	<u>0</u>
c. Number of paid Black staff ( <u>not</u> of Hispanic origin):	<u>2</u>
d. Number of paid Hispanic staff:	<u>3</u>
e. Number of paid minority staff that fall under two or more of the above minority statuses	<u>0</u>

Municipality's Volunteers Assigned to Projects in this Schedule:

- a. Aged 60+ 0
- b. Minority 0



WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
WIN 2022 – 2023 & NSIP 2021 – 2022

EXECUTIVE ORDER 11246 Cont'd

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

[NO FURTHER TEXT ON THIS PAGE]

RESOLUTION

**BUDGET AMENDMENT – FY 2023-2024 GENERAL FUND – PAYMENT FOR  
DEMOLITION EXPENSE OF FIRE-DAMAGED BUILDINGS AT 14-16 SOUTH  
MAIN STREET PURSUANT TO SO-ORDERED STIPULATION OF  
SETTLEMENT**

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 instituted a special proceeding in the Westchester County Supreme Court following a fire that damaged the buildings located at 14 South Main Street and 16 South Main Street; and

WHEREAS, the attorneys for the parties negotiated a stipulation of settlement that was so-ordered by the court; and

WHEREAS, pursuant to the terms of the stipulation of settlement an amount not to exceed \$309,000 for demolition and carting away of debris was agreed upon, such expense shared equally by the property owner, developer and the village in the first instance and with the village's share to be ultimately recouped on the conveyance of the subject property by the owner to the developer; and

WHEREAS a budget modification in the amount of \$103,000 is necessary in order to properly fund this expenditure. Now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York, hereby authorizes the Village Treasurer to modify and increase the FY 2023-24 General Fund Budget as follows:

**GENERAL FUND**

**Revenues:**

A.4995	Appropriated Fund Balance	\$103,000.00
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**Appropriations:**

A.3650.0400	Demolition of Unsafe Buildings	\$103,000.00
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Approved as to Form:



Anthony M. Cerreto, Village Attorney

# CORRESPONDENCE



# FIRE DEPARTMENT VILLAGE OF PORT CHESTER

209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

RECEIVED

AUG 23 2023

VILLAGE CLERK'S OFFICE  
VILLAGE OF PORT CHESTER

RELIANCE E. & H. Co. No. 1

PUTNAM E. & H. Co. No. 2  
FIRE PATROL & RESCUE Co. No. 1  
WASHINGTON E. & H. Co. No. 4

HARRY HOWARD H. & L. Co. No. 1  
MELLOR E. & H. Co. No. 3  
BROOKSVILLE E. & H. Co. No. 5

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

- The Reliance E. & H. Co. No. 1
- The Harry Howard H. & L. Co. No. 1
- The Mellor E. & H. Co. No. 3
- The Brooksville E. & H. Co. No. 5
- The Putnam E. & H. Co. No. 2
- The Fire Patrol & Rescue Co. No. 1
- The Washington E. & H. Co. No. 4

respectfully report(s) that at a meeting held on 8/07/23 favorable action was taken on the following:

The Company elected as:

<input checked="" type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<u>JOSHUA TURK 55 Florence Ave Rye, N.Y. 10580</u>
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER

The following member(s):

<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED
<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED
<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED

The following badge(s) was/were returned: \_\_\_\_\_

Remarks: Transfer from Mellor ENG & Hose Co. (has badge # 2339)

Secretary: Michael Dikeo

Print Name Michael Dikeo

Address: 102 Indian Rd.  
Port Chester, N.Y. 10573



Port Chester Fire Department  
Intra-Department Transfer Request

Name JOSHUA A TURK

Badge 2339

Current Company MEUER E+H #3

Requesting Transfer To: BROOKVILLE E+H #5

Address \_\_\_\_\_

City & State \_\_\_\_\_

Phone Number Home & Cell \_\_\_\_\_

E-Mail \_\_\_\_\_

Are you an active member and currently in good standing with your present company (i.e.: current with all dues, assessments and other obligations)?  Yes  No

Signed (applicant) Josh Turk

Approval Date by current Company 7-10-23 - Hanna C. Morodisiki

Approval Date by Co. being transferred into 8-7-2023

Chief Engineers Endorsement [Signature] Angelo V Spota Date 6/30/23

Approval by Board of Trustees/ Wardens \_\_\_\_\_



VILLAGE OF PORT CHESTER  
209 WESTCHESTER AVENUE  
WESTCHESTER COUNTY, N.Y.

RECEIVED  
AUG 23 2023  
VILLAGE CLERK'S OFFICE  
VILLAGE OF PORT CHESTER

RELIANCE E. & H. Co. No. 1

PUTNAM E. & H. Co. No. 2  
FIRE PATROL & RESCUE Co. No. 1  
WASHINGTON E. & H. Co. No. 4

HARRY HOWARD H. & L. Co. No. 1  
MELLOR E. & H. Co. No. 3  
BROOKSVILLE E. & H. Co. No. 5

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

- The Reliance E. & H. Co. No. 1
- The Harry Howard H. & L. Co. No. 1
- The Mellor E. & H. Co. No. 3
- The Putnam E. & H. Co. No. 2
- The Fire Patrol & Rescue Co. No. 1
- The Washington E. & H. Co. No. 4

The Brooksville E. & H. Co. No. 5

respectfully report(s) that at a meeting held on 7/03/23 favorable action was taken on the following:

The Company elected as:

<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER
<input type="checkbox"/> ACTIVE / <input type="checkbox"/> ACTIVE EXEMPT / <input type="checkbox"/> HONORARY MEMBER

The following member(s):

<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input checked="" type="checkbox"/> WAS EXPELLED
<u>Manny Borja 7 Madison Ave Port Chester N.Y. 10573</u>
<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED
<input type="checkbox"/> PASS AWAY <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED

The following badge(s) was/were returned: 2336

Remarks: \_\_\_\_\_

Secretary: Michael Dileo

Print Name Michael Dileo

Address: 102 Indian Rd.  
Port Chester, N.Y. 10573





Parish of St. John Bosco  
260 Westchester Avenue  
Parish Office: 16 Washington St.  
Port Chester, NY 10573  
Phone (914) 881-1400 Fax: (914) 939-2807

September 1, 2023



Honorable Louis Marino, Mayor  
Members of the Village Board of Trustees  
Village of Port Chester, 222 Grace Church Street  
Port Chester, New York 10573

Dear Mayor Marino,

On Sunday, October 15, 2023, the Parish of Saint John Bosco will hold its twenty-second annual special Celebration of the Eucharist in honor of the Brotherhood of the Lord of the Miracles. Following Mass at St. John Bosco Parish, some of the parishioners will show an exhibition of faith with a procession carrying a reproduction of the image of the Lord of the Miracles on a platform around the area adjacent to the church. The procession will leave from in front of the Church at approximately 2:30PM, proceed right down Westchester Avenue to Poningo Street, turn left on Poningo and then again onto Irving Avenue to Haseco, turn left on Haseco crossing Westchester Avenue to Spring St. and ending in the school yard. (a map of the route is attached).

It is anticipated that approximately 300 people will participate in the procession. To ensure the safety of those in the procession and of the public, we respectfully request that a police escort lead the procession, and another follow it. Due to the weight of the platform, it is necessary to stop often. Therefore, the entire procession is expected to take approximately four hours. We understand that October 15 is set as a "rain date" for the Columbus Day Parade to be held on October 8. In the case this happens, we ask to move our procession to October 22.

I would like to take this opportunity to thank you and your department for the police presence and protection during the major processions and events held in our parish, and also for all the support you give to our parishioners.

If you have any questions, please do not hesitate to contact me.

Sincerely yours in Christ,

  
Rev. Patrick Angelucci, SDB  
Pastor

PA: me  
Cc: Stuart L. Rabin, Village Manager  
Christopher Rosabella, Chief of Police  
SGT W. Kreminski, Traffic Sargent  
Rocco Cambareri, General Foreman  
Angelo Sposta, Fire Chief  
Kenn Barton, E.M.S Administrator



# PARK AVENUE SCHOOL

## Parent/Teacher Organization

Email: [ParkAvePTO@Gmail.com](mailto:ParkAvePTO@Gmail.com) Facebook: Park Ave PTO

August 29, 2023

Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

Dear Honorable Mayor and Board of Trustees:

The Park Avenue School PTO will be hosting our annual Trunk or Treat event on Saturday October 28, 2023 from 4:00pm-6:00pm. We respectfully request the street closure for the section of Park Avenue in front of the school from 2:30pm-7:00pm, which will allow time for set-up and clean up.

Attached you will find our PTO Certificate of Insurance providing coverage for the Village of Port Chester for this event.

If you have any questions or concerns, please feel free to contact me.

Thank you in advance for your consideration.

Best Regards,

*Laura Ianello*

Laura Ianello  
PTO Executive Board Member  
(914) 557-9988  
[ParkAvePTO@gmail.com](mailto:ParkAvePTO@gmail.com)



**PUBLIC COMMENTS  
AND  
BOARD COMMENTS**