

**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Regular Meeting
Wednesday, September 27, 2023 at 7:00 P.M.
PROPOSED 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 - Revised**

Trustee Joseph E. Carvin, Jr. will be attending the meeting via videoconferencing from 1207 Hillsboro Mile, Hillsboro Beach, FL 33062, which will be open to the public for this meeting as well as the 350 N. Main Street Location.

I	PROPOSED CLOSED SESSION	ACTION
1	Consultation with Corporation Counsel and Village Attorney	
II	CALL TO ORDER / PLEDGE OF ALLEGIANCE	
III	AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:	ACTION
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.	
IV	PRESENTATION	ACTION
1	Department Code Enforcement	
2	Traffic Commission regarding parking on Indian Road	
V	MINUTES	ACTION
1	Approval of September 5, 2023 minutes	
VI	PUBLIC COMMENTS	ACTION
VII	DISCUSSIONS	ACTION
1	New York State Liquor Authority's 500 ft. Law Hearing regarding DED Gaming LLC.	Requested by: Village Clerk Janusz Richards
2	New York State Liquor Application for Los Remolinos Nightclub Corp located 107 Adee Street	Requested by: Village Clerk Janusz Richards
3	The installation of vehicle charging stations in the Village	Requested by: Trustee Dorazio
4	The installation of solar canopies	Requested by: Trustee Dorazio
5	The possibility of changing Code, Building and Rec vehicles to hybrid vehicles	Requested by: Trustee Dorazio
	REQUEST FOR AN ADD-ON DISCUSSIONS	ACTION
6	On adding a "Community Coordinator" or "Quality of Life Coordinator"	

VIII	REPORT OF THE VILLAGE MANAGER	ACTION
1	Downtown Revitalization Initiative 2023: Public Workshop	
IX	RESOLUTIONS	
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 election of Eddy Ruiz to active membership	
3	Intermunicipal Agreement with County of Westchester regarding the Village of Port Chester Youth Bureau's operation of a Summer Youth Employment Program	
	REQUESTS FOR AN ADD-ON RESOLUTIONS	ACTION
4	Providing Assistance for the 2023 Columbus Day Celebration	
5	Approving Board of Trustees Regular Meeting Dates for the year 2024	
6	Authorizing the Village Manager to enter into an Inter-Municipal Agreement with Westchester County with regard to a grant to continue a sexual risk avoidance education services and youth engagement work readiness skills	
7	Authorizing the Village Manager to enter into the First Amendment to the original Inter-Municipal Agreement with Westchester County with regard to Stop DWI Patrol/Datamaster Project to conduct special DWI patrols for the period from January 1, 2021 through December 31, 2025	
8	Authorization of Village Mayor to enter into purchase and sale agreement for the conveyance of development rights over the New Broad Street Municipal Parking Lot	AWAITING RESOLUTION
9	Appointment of Curt K. LaValla as Acting Director of Planning & Economic Development	
10	Approving the Taxi Dispatching License for ACN Grand Corp.	
X	CORRESPONDENCE	ACTION
1	From The Reliance Engine & Hose Co. No. 1 on the passing of Robert Thalheimer	
2	From Carlos Arteaga requesting an appeal on the Taxi Commission's decision to suspend his Taxi Driver License for 2 weeks	
3	From the Port Chester Italian Heritage Club requesting to raise the Italian Flag in Liberty Square on October 8, 2023 at 9:00 a.m. in celebration of Italian Heritage Month	
4	From Community Kitchen, Pantry & Food Hub inviting you to the Miles for Moms Family Fun on Sunday, October 15, 2023	
5	From The Fire Patrol & Rescue Co. No. 1 on the suspension of Michael Maignan	
6	From Caritas & Mom's 3 rd Annual Family Fun Run requested closure of streets from before 8:00 a.m. until 10:30 a.m. on Sunday, October 15 2023.	
XI	AGENDA - WORK SESSION	ACTION
1	2023-10-02 Agenda	
2	2023-10-16 Agenda	

XII	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION
XIII	PROPOSED EXECUTIVE/CLOSED SESSION	ACTION
1		

**PROPOSED MOTION
FOR
CLOSED SESSION**

CALL TO ORDER
PLEDGE OF ALLEGIANCE

AFFIDAVIT OF PUBLICATION
AND
NOTICE OF PUBLICATION RE

Village of Port Chester, of New York
Local Law No.: I-6 of 2023

**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**

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

SECTION 1: Purpose and Intent.

Due to the need to increase energy grid resilience, flexibility and stability, attention is increasingly being drawn nationwide to the development of battery energy storage systems (hereafter “BESS”). These systems serve a number of functions such as providing a back-up source of energy in the event of grid interruption or failure, mitigating energy demand spikes, and enabling utilities to defer costly upgrades to transmission and distribution infrastructure. By far, the predominant component utilized in BESS is lithium-ion batteries.

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.

This local law is a land use regulation. It is intended to address matters of local concern, not statewide concern. It is concerned with land use planning and the physical use of land within the village, including the physical externalities associated with certain land uses, such as potential negative impacts on public safety.

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.

For the foregoing reasons, the Board of Trustees finds that a temporary moratorium is both advisable and necessary for a reasonable and defined period to develop and adopt necessary zoning changes to the Village Code thereby protecting the public interest, health and safety.

SECTION 2: Definition

BATTERY ENERGY STORAGE SYSTEM – One or more devices assembled, containing batteries and related equipment, capable of storing energy in order to distribute

electrical energy at a future time. This includes all accessory equipment for energy storage and distribution, including but not limited to inverters, transformers, cooling equipment, switching gear, metering equipment, and other power interconnections, but not including a stand-alone 12-volt car battery or electric motor vehicle or an electric motor vehicle charging station.

SECTION 3: Term of Moratorium.

The term of the moratorium shall be for a period of ninety (90) days from the effective date of this local law or the adoption of new zoning changes whichever comes first.

SECTION 4. Scope of Moratorium.

During the period of the moratorium, the Department of Planning and Community Development, Planning Commission, Zoning Board of Appeals, Board of Trustees and Building Inspector shall not accept, process, entertain, review, approve with or without conditions, or take any action with respect to an application for a building permit, certificate of occupancy, certificate of compliance, zoning amendment, subdivision, site plan, special exception use, variance or interpretation, or request for Building and Lot Plan Approval, involving battery energy storage systems.

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. Within fifteen (15) days of the close of the public hearing, The Board shall render a decision either granting or denying the application, accompanied by supporting findings.

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.

SECTION 7. Supersession.

To the extent that any provisions of this local law are in conflict with or are construed to be inconsistent with the otherwise applicable provisions of Article 7 of the New York State Village Law, this Local Law supersedes, amends and take precedence over same as authorized by the village's municipal home rule powers based on the New York State Constitution, Article IX and Municipal Home Rule Law, Section 10. Any provisions of the Village Code, including

Chapters 151 and 345, that are in conflict or inconsistent with the provisions of this local law are also hereby superseded to the extent necessary to give this local law full force and effect.

SECTION 8: Severability

If any clause, sentence, paragraph, section or part of this local law shall be determined by any court of competent jurisdiction to be invalid, the judgment thereon shall not affect the validity of this law as a whole or any part thereof other than the part decided to be invalid.

SECTION 9: Effective Date

This local law shall take effect immediately upon due publication and filing with the Secretary of State.

RESOLUTION

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, 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.

George Latimer
County Executive

September 25, 2023

Curt LaValla, Director of Planning
Department of Planning & Economic Development
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

**County Planning Board Referral File PCH 23-010 – Battery Energy Storage Systems
Moratorium**

Dear Mr. LaValla:

The Westchester County Planning Board has received a proposed local law that would implement a ninety-day moratorium on the review and approval of applications for Battery Energy Storage Systems (BESS).

The intent of the moratorium is to provide adequate time for the Village Board to consider the development implications of BESS facilities within Port Chester. The Village would concurrently study BESS laws in other jurisdictions and would incorporate findings into future regulations.

We have reviewed the proposed moratorium under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code. We point out that moratoria should be enacted with specific intent and purpose and should not extend beyond a reasonable time frame. The proposed moratorium appears to be consistent with these criteria.

Please inform us of the Village's decision so that we can make it a part of the record.

Thank you for calling this matter to our attention.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD

By:



Blanca P. Lopez
Acting Commissioner

BPL/MV

PRESENTATION

PRESENTATIONS

#1

PRESENTATIONS

#2

MINUTES

**MINUTES
BOARD OF TRUSTEES
REGULAR MEETING
TOWN OF RYE JUSTICE COURTROOM
350 NORTH MAIN STREET
VILLAGE OF PORT CHESTER, NEW YORK
MEETING HELD TUESDAY, SEPTEMBER 5, 2023 AT 7:00 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 Joseph E. Carvin, Jr.
Trustee Bart A. Didden
Trustee Philip Dorazio
Trustee Joan Grangenois-Thomas

ALSO PRESENT:

Village Clerk, Janusz R. Richards
Village Manager, Stuart Rabin
Corporation Counsel, Attorney Peter Sisca
Village Treasurer, Anthony Siligato
Village Attorney, Anthony Cerreto
Assistant Director of Planning and Economic Development, Curt K. LaValla
Chief of Police, Christopher M. Rosabella (Executive Session only)
Human Resource Officer, Ed Brancati
Robert Flores, Professional Engineer - Delaware Engineering, D.P.C.

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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

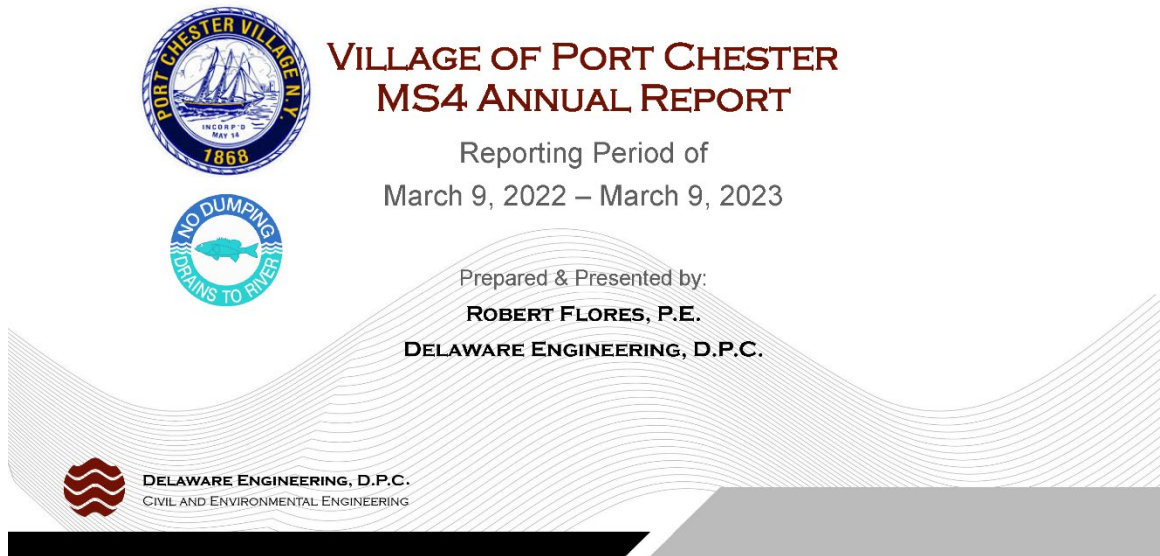
DATE: September 5, 2023.

After opening the meeting, the Mayor took a moment to thank Deputy Mayor Grangenois-Thomas for taking over and running two recent meetings in his absence.

PRESENTATION

Presentation of MS4 Annual Report by Delaware Engineering

Robert Flores, Professional Engineer of Delaware Engineering, D.P.C. gave the following presentation on MS4 Annual Report.




The cover page features the Village of Port Chester seal on the left, which includes a ship and the text 'PORT CHESTER VILLAGE NY', 'INCORP'D May 18', and '1868'. Below it is a circular logo with a fish and the text 'NO DUMPING' and 'DRAINAGE TO RIVER'. The title 'VILLAGE OF PORT CHESTER MS4 ANNUAL REPORT' is centered in a large, bold, dark red font. Below the title, the reporting period 'Reporting Period of March 9, 2022 – March 9, 2023' is displayed. The preparer information 'Prepared & Presented by: ROBERT FLORES, P.E. DELAWARE ENGINEERING, D.P.C.' is centered below. At the bottom left is the Delaware Engineering, D.P.C. logo and name. The background has a wavy, line-art pattern.

**VILLAGE OF PORT CHESTER
MS4 ANNUAL REPORT**

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

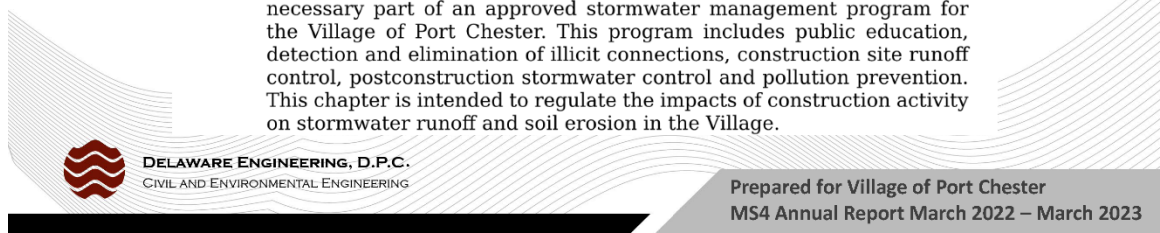
Prepared & Presented by:
ROBERT FLORES, P.E.
DELAWARE ENGINEERING, D.P.C.

 **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.



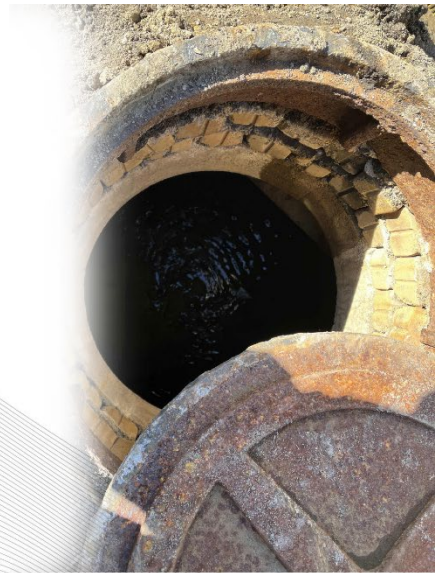
The footer area contains the Delaware Engineering, D.P.C. logo and name on the left. On the right, it states 'Prepared for Village of Port Chester MS4 Annual Report March 2022 – March 2023'. The background features the same wavy, line-art pattern as the cover page.

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

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

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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MCM 1 – PUBLIC EDUCATION & OUTREACH

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



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MS4 Annual Report March 2022 – March 2023

MCM 2 – PUBLIC PARTICIPATION & INVOLVEMENT

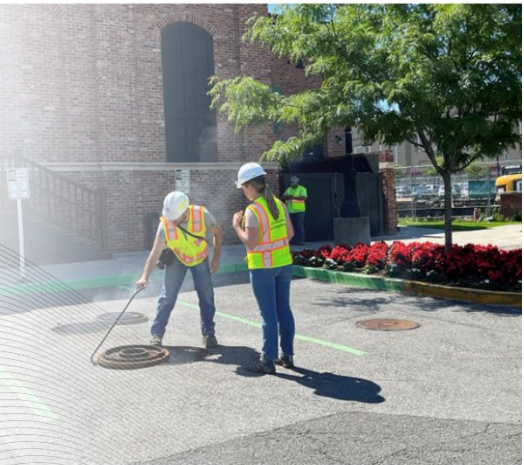


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MS4 Annual Report March 2022 – March 2023

MCM 3 – ILLICIT DISCHARGE DETECTION & ELIMINATION

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

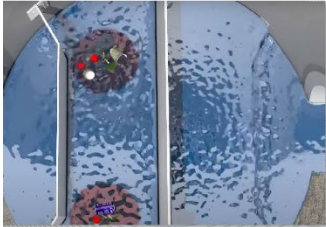


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MS4 Annual Report March 2022 – March 2023

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

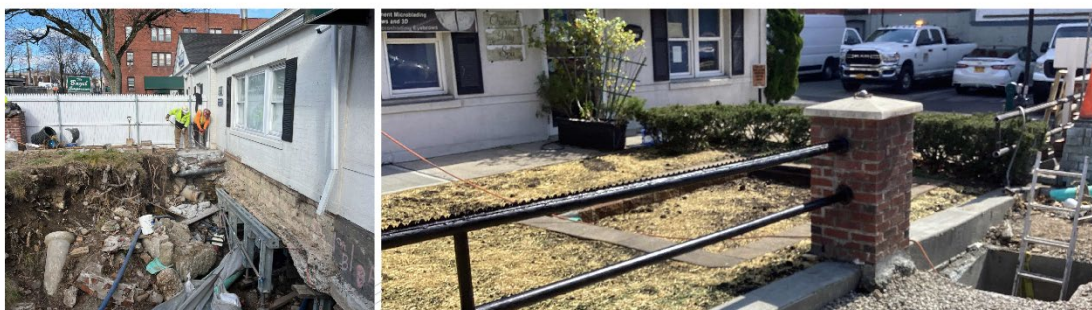
- 720 Acres of Parking Lots Swept
- 1,650 Miles of Streets Swept
- Trash Pickup
- Bulk Items Pickup



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MS4 Annual Report March 2022 – March 2023

STORMWATER PROJECTS



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



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

Presentation of Taxi Commission Recommendations for Changes to the Village Code by Chair

At the request of the Taxi Commission Chair the presentation was moved to the October 2, 2023 Board of Trustees meeting.

Kings Capital Construction Group Inc. Regarding Waiver for Construction Noise 30 Broad Street and 140-150 Westchester Avenue

Mike Casarella, of Kings Capital Construction Group, addressed the Board with his request. He would like to start 1 hour earlier and 1 hour later than what is allowed, including Saturday. After a brief discussion, the Board decided to take no action on the request for 30 Broad Street and when the 140-150 Westchester Avenue project moves forward it can be revisited.

DISCUSSIONS (ADD-ON)

New York State Liquor Authority's 500 ft. Law Hearing regarding Astarah, LLC.

After a brief discussion, TRUSTEE DIDDEN, made a motion, seconded by TRUSTEE DORAZIO, to approve the 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 Astarah, LLC, , 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, Grangeniois-Thomas and Mayor Marino

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

MINUTES

Mayor Marino asked for a motion to accept the minutes of August 2, 2023, August 7, 2023, August 16, 2023 and August 30, 2023.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, The Board of Trustees accepted the minutes of August 2, 2023, August 7, 2023, August 16, 2023 and August 30, 2023.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 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 reminded everyone of the DPW schedule for the Labor Day Holiday. The Senior Center is collecting information about resident Veterans for a special video to honor those Veterans. The September 11th Ceremony will be in Lyon Park at 6:00pm, all are encouraged to attend. GS Consulting, chosen by Westchester County, will be working with the Village for the downtown revitalization project that will be conducted through the Grant that the Village received. The Manager updated the Board on grant funds received for the Sewer revitalization project.

RESOLUTIONS

RESOLUTION #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.**

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 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

MOTION TO COMBINE RESOLUTIONS

TRUSTEE DIDDEN, asked for a motion to combine Resolution numbers 2 and 3 as listed on the Agenda for the purpose of casting one vote.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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, Grangenois-Thomas and Mayor Marino

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

Following the vote to combine TRUSTEE DIDDEN made motion to approve Resolution numbers 2 and 3.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, the motion to approve Resolution numbers 2 and 3 was accepted 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: September 5, 2023.

RESOLUTION #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

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 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #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

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 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

MOTION TO COMBINE RESOLUTIONS

TRUSTEE DIDDEN, asked for a motion to combine Resolution numbers 4, 5, 6, 7 and 8 as listed on the Agenda for the purpose of casting one vote.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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, Grangenois-Thomas and Mayor Marino

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

Following the vote to combine TRUSTEE DIDDEN made motion to approve Resolution numbers 4, 5, 6, 7 and 8.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, the motion to approve Resolution numbers 4, 5, 6, 7 and 8 was accepted by the Board of Trustees of the Village of Port Chester, New York.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #4

ACCEPTANCE AND APPROVAL OF OLANTUNDE-JOSEPH BRUIN AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #5

ACCEPTANCE AND APPROVAL OF PATRICK DOHERTY AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #6

ACCEPTANCE AND APPROVAL OF WILLIAM GALLAGHER AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #7

ACCEPTANCE AND APPROVAL OF JORGE MICHACA SAAVEDRA AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #8

ACCEPTANCE AND APPROVAL OF MICHAEL BARRELLA

AS A MEMBER TO THE MELLOR ENGINE & HOSE CO. NO. 3

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #9

**THE BICENTENNIAL OF THE LAFAYETTE FAREWELL TOUR
1824 – 1825**

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 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #10

PROMOTION OF DETECTIVE SERGEANT MARCELLO PRESTA TO THE RANK OF POLICE LIEUTENANT

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, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

MOTION TO COMBINE RESOLUTIONS

TRUSTEE DIDDEN, asked for a motion to combine Resolution numbers 11, 12, 13 and 14 as listed on the Agenda for the purpose of casting one vote.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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, Grangenois-Thomas and Mayor Marino

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

Following the vote to combine TRUSTEE DIDDEN made motion to approve Resolution numbers 11, 12, 13 and 14.

There being no objections, on motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, the motion to approve Resolution numbers 11, 12, 13 and 14 was accepted 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: September 5, 2023.

RESOLUTION #11

AWARDING REQUEST FOR PROPOSALS FOR CASE MANAGEMENT AND CONSULTING SERVICES

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #12

AWARDING REQUEST FOR PROPOSALS FOR LABOR COUNSEL

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, 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, Schoeneck & King, PLLC. 1010 Franklin Avenue, Suite 200, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #13

BID AWARD FOR ON-CALL OVERHEAD DOOR REPAIR & MAINTENANCE SERVICES FOR VARIOUS VILLAGE-OWNED BUILDINGS

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

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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #14

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE INTERMUCIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER REGARDING THE ALTO AVENUE STORM WATER DRAINAGE IMPROVEMENTS PROJECT

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, 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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

RESOLUTION #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

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 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

ROLL CALL

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

DATE: September 5, 2023.

RESOLUTION #16

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 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 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

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

CORRESPONDENCES

From The Brooksville Engine & Hose Co. No. 5 on the transfer of Joshua Turk from The Mellor Engine & Hose Co. No. 5.

The Board referred the correspondence to staff without objection.

From the Brooksville Engine & Hose Co. No. 5 on the expulsion of Manny Borja

The Board referred the correspondence to staff without objection.

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.

The Board referred the correspondence to staff without objection.

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.

The Board referred the correspondence to staff without objection.

Add-on Correspondences

Following the Correspondence section of the meeting, Mayor Marino asked for a motion to add-on a Correspondence from Yazmin Rosas to install a banner across Westchester Avenue inviting residents to the celebration of Mexico's 212 anniversary.

There being no objection TRUSTEE GRANGENOIS-THOMAS, made a motion, seconded by TRUSTEE ALZATE, for such a resolution, which received the unanimous vote of all those present.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

Following the motion to add-on, Mayor Marino asked for a motion to approve the installation of a banner across Westchester Avenue in celebration of Mexico's 212 anniversary.

TRUSTEE GRANGENOIS-THOMAS, made a motion, seconded by TRUSTEE ALLEN, for such request. The motion to approve the installation of a banner across Westchester Avenue in celebration of Mexico's 212 anniversary did not have a sufficient number of votes to pass, resulting in no action.

ROLL CALL

AYES: Mayor Marino.

NOES: Trustees Didden, Dorazio, Carvin, Allen, Alzate and Grangeniois-Thomas.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

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.

Mayor Marino asked for a motion to adjourn the meeting.

On a motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS, the meeting was adjourned at 08:14 p.m.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: September 5, 2023.

Respectfully submitted,



Janusz R. Richards
Village Clerk

PUBLIC COMMENTS

DISCUSSION

DISCUSSIONS

#1



KATHY HOCHUL
Governor

LILY M. FAN
Chair

EDGAR DE LEON
Commissioner

DED GAMING LLC - # 1356510

Date: 9/7/2023

42 WESTCHESTER AVE

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. 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.

Summa, Sara

From: abc.sm.licensing.clerical <licensing.clerical@sla.ny.gov>
Sent: Thursday, September 7, 2023 8:23 AM
To: Clerk's Office; teamcolgroup@gmail.com; awassar@gsinvestors.com
Subject: 500 foot hearing #1356510/DED GAMING 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 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

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

1. Date Notice Sent: 08/26/2022

1a. Delivered by: Certified Mail Return Receipt Requested

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: Ded LLC

6. Trade Name (if any): (pending)

7. Street Address of Establishment: 42 Westchester Avenue

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

9. Business Telephone Number of applicant/ Licensee: 347-726-0990

10. Business E-mail of Applicant/Licensee: awassar@gsinvestors.com

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: Bar/Tavern

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):

- 16. List the floor(s) of the building that the establishment is located on:
- 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:
- 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:
- 23. Building Owner's Street Address:
- 24. City, Town or Village: State: Zip Code:
- 25. Business Telephone Number of Building Owner:

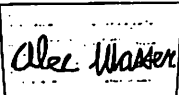
Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

- 26. Representative/Attorney's Full Name:
- 27. Representative/Attorney's Street Address:
- 28. City, Town or Village: State: Zip Code:
- 29. Business Telephone Number of Representative/Attorney:
- 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: Title:

Principal Signature: 

DISCUSSIONS

#2

LAW OFFICE OF
BRUNO V. GIOFFRE, JR., PLLC

707 WESTCHESTER AVENUE, SUITE 305-A
WHITE PLAINS, NEW YORK 10604

TELEPHONE (914) 481-8900
FACSIMILE (914) 481-8905
bruno@bgioffrelaw.com



Admitted in NY, CT & FL

September 5, 2023

Via Overnight Mail

Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Re: Notice to Municipality of OP Liquor License Application for
Los Remolinos Nightclub Corp – 107 Adee St, Port Chester, New York 10573

Dear Village Clerk:

On behalf of our client, Los Remolinos Nighclub Corp, we hereby notify you pursuant to Alcohol Beverage Control Law, Sections 64, Subdivision 2a and 99D, that our client intends to file an application for an On-Premises Liquor License located at 107 Adee Street, Port Chester, New York 10573 with the New York State Liquor Authority ("SLA"). Enclosed herewith is a completed SLA Standardized Notice for your review.

Thank you for your consideration. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Law Office of Bruno V. Gioffre, Jr., PLLC

A handwritten signature in black ink, appearing to read "Bruno V. Gioffre, Jr." with a stylized flourish at the end.

Bruno V. Gioffre, Jr., Esq.

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

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

1. Date Notice Sent: Sept 5, 2023 1a. Delivered by: Overnight Mail, Tracking Number and PO

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): New Application Expiration Date (if applicable): New Application

5. Applicant or Licensee Name: Los Remolinos Nightclub Corp

6. Trade Name (if any): N/A

7. Street Address of Establishment: 107 Adee Street

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

9. Business Telephone Number of applicant/ Licensee: 914-565-4419

10. Business E-mail of Applicant/Licensee: DYORTEGA85@GMAIL.COM

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: Bar/Tavern

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: (check all that apply) None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
 Sidewalk Cafe Other (specify): _____

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

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:

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:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

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: Title:

Principal Signature: 

From: [Donohue, Kevin](#)
To: [Summa, Sara](#); [Chiulli, Lawrence](#); [Kiliveros, Lt. G.](#); [Presta, Sgt M](#); [Rosabella, Chief Chris](#)
Cc: [Cerreto, Anthony](#)
Subject: RE: Liquor License Application - Los Remolinos Nightclub Corp.
Date: Friday, September 8, 2023 5:16:53 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)

No permits have been applied for and permits have been issued.

No certificates of occupancies has been issued



Kevin Donohue, CFM

**Building Inspector
Building Department**

T: 914.939.5203

F: 914.939.8747

E: KDonohue@PortChesterNY.gov

222 Grace Church St. | Port Chester, NY 10573

From: Summa, Sara <SSumma@portchesterny.gov>
Sent: Thursday, September 7, 2023 9:43 AM
To: Chiulli, Lawrence <LChiulli@portchesterny.gov>; Donohue, Kevin <KDonohue@portchesterny.gov>; Kiliveros, Lt. G. <LtKiliveros@portchesterny.gov>; Presta, Sgt M <DetSgtPresta@portchesterny.gov>; Rosabella, Chief Chris <ChiefRosabella@portchesterny.gov>
Cc: Cerreto, Anthony <ACerreto@portchesterny.gov>
Subject: Liquor License Application - Los Remolinos Nightclub Corp.

Good Morning,

Please see attached new liquor license application for Los Remolinos Nightclub Corp. located 107 Adee Street.

Please send your comments or recommendations at your earliest opportunity.

Best,



**Sara Summa
Office Assistant
Village Clerk's Office**

T: (914) 939 5202

E: SSumma@PortChesterNY.gov

222 Grace Church ST. | Port Chester, NY 10573

From: [Presta, Sgt M](#)
To: [Summa, Sara](#)
Cc: [Rosabella, Chief Chris](#)
Subject: RE: Liquor License Application - Kiosko Restaurant
Date: Wednesday, September 13, 2023 2:13:38 PM
Attachments: [image001.png](#)
[image002.png](#)

Sara,

In regards to Los Remolinos I hold any comments until they file for all and any permits pertaining to the building department as well as a Cabaret License. Then application can be revisited.

Best,

Lt. Marcello Presta
Detective Division
Office # 914-939-6407
DETSGTPresta@portchesterny.gov

From: Rosabella, Chief Chris <ChiefRosabella@portchesterny.gov>
Sent: Tuesday, September 12, 2023 4:32 PM
To: Kiliveros, Lt. G. <LtKiliveros@portchesterny.gov>; Presta, Sgt M <DetSgtPresta@portchesterny.gov>
Subject: FW: Liquor License Application - Kiosko Restaurant

Can someone let me know asap on the three that are still outstanding?

Thanks

Chief Chris Rosabella
Port Chester Police Department
350 North Main Street
Port Chester, N.Y. 10573
[914-939-6386](tel:914-939-6386) (office)
[914-939-2303](tel:914-939-2303) (fax)
[914-300-4291](tel:914-300-4291) (cell)
ChiefRosabella@portchesterny.gov

From: Summa, Sara <SSumma@portchesterny.gov>

Sent: Tuesday, September 12, 2023 2:39 PM

To: Rosabella, Chief Chris <ChiefRosabella@portchesterny.gov>

Subject: RE: Liquor License Application - Kiosko Restaurant

Thank you Chief.

There are a few application that are still outstanding.

- Los Remolinos Nightclub
- El Palacio De Maria
- DJ Gym Port Chester

Thank you,



Sara Summa
Office Assistant
Village Clerk's Office

T: (914) 939 5202

E: SSumma@PortChesterNY.gov

222 Grace Church ST. | Port Chester, NY 10573

DISCUSSIONS

#3

DISCUSSIONS

#4

DISCUSSIONS

#5

REPORT
OF
THE VILLAGE MANAGER

RESOLUTIONS

RESOLUTION

RES 01
09-27-2023

**ACCEPTANCE AND APPROVAL OF JOSHUA TURK
AS A MEMBER TO THE BROOKSVILLE ENGINE AND HOSE CO. NO 5**

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the Board of Trustees of the Village of Port Chester, New York accepted the transfer of JOSHUA TURK from the MELLOR ENGINE & HOSE CO. NO. 3 to the BROOKSVILLE ENGINE AND HOSE CO. NO 5.

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney



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

PUTNAM E. & H. Co. No. 2
FIRE PATROL & RESCUE Co. No. 1
WASHINGTON E. & H. Co. No. 4

RELIANCE E. & H. Co. No. 1

CORR 01
09/05/2023

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</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:



Port Chester Fire Department
Intra-Department Transfer Request

Name JOSHUA A TURK

Badge 2339

Current Company MELOR E+H #3

Requesting Transfer To: BROOKVILLE E+H #5

Address 5.5 FRODOVEE AVE

City & State RYE NY 10580

Phone Number Home & Cell (914) 217-9343

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 _____

RESOLUTION

**ACCEPTANCE AND APPROVAL OF EDDY RUIZ
AS A MEMBER TO THE BROOKSVILLE ENGINE AND HOSE CO. NO. 5**

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the Board of Trustees accepted the election of EDDY RUIZ as a member to the BROOKSVILLE ENGINE AND HOSE CO. NO. 5 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



FIRE DEPARTMENT VILLAGE OF PORT CHESTER 209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

RECEIVED

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 29 2023

HARRY HOWARD H. & L. Co. No. 1
MELLOR E. & H. Co. No. 3
BROOKSVILLE E. & H. Co. No. 5

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 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 6/05/23 favorable action was taken on the following:

The Company elected as:

ACTIVE / ACTIVE EXEMPT / HONORARY MEMBER

Eddy Ruiz

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: Michael Dileo

Print Name MICHAEL DILEO

Address: _____

RESOLUTION

**INTERMUNICIPAL AGREEMENT WITH COUNTY OF WESTCHESTER
REGARDING THE VILLAGE OF PORT CHESTER YOUTH BUREAU'S
OPERATION OF A SUMMER YOUTH EMPLOYMENT PROGRAM**

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

WHEREAS, the Village of Port Chester Youth Bureau provides significant opportunities for the youth; and

WHEREAS, the County of Westchester, through the Department of Social Services, desires to continue obtaining the services of the Youth Bureau to operate a summer youth employment program; and

WHEREAS, the County has proposed an Inter-Municipal Agreement for the village's consideration; and

WHEREAS, the Director of the Youth Bureau, through the Village Manager, recommends that the village enter into this agreement; and

WHEREAS, the Board finds that the summer employment program has been a notable success. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into an Inter-Municipal Agreement with the County of Westchester for the Village of Port Chester Youth Bureau to operate a summer youth employment program for the period January 1, 2023 through September 30, 2023, with reimbursement to the village not to exceed \$23,303.00.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 20____, by and between:

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

VILLAGE OF PORT CHESTER, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, Port Chester, New York 10573 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled “Summer Youth Employment” (the “Program”); and

WHEREAS, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof (the “Work”). In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed Twenty-three Thousand Three Hundred Three Dollars (\$23,303), as budgeted in accordance with Schedule “B,” which is attached hereto and made a part hereof, payable quarterly, upon approval of the same as to form and manner by the Office of the Westchester County Attorney, and which amount shall be contingent upon receipt of said amount by the County from the New York State Office of Children and Family Services (“NYSOCFS”), for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports in the manner prescribed by the County.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Commissioner. In no event shall payment be made to the Consultant prior to completion of all Work and the approval of same by the Commissioner.

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.

SECOND: The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records

related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

THIRD: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “C,” 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 “C,” 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, employees, agents and its elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s 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; and

(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.

FOURTH: The term of this Agreement will commence January 1, 2023 and terminate September 30, 2023, unless terminated earlier as provided herein.

FIFTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days’ prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 “B”.

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days 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 services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County’s receipt of funds from NYSOCFS to operate the Program, and that no liability shall be incurred by the County beyond the monies made available from NYSOCFS for this Agreement. The Municipality agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to said commissioner.

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State

222 Grace Church Street
Port Chester, New York 10573

or to such other addresses as may be specified by the parties hereto in writing.

TENTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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 with respect to any interpretation of the meaning and intent of the parties.

ELEVENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

TWELFTH: 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 express 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. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the

Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

THIRTEENTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The 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.

FOURTEENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

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 fee or reimbursement 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: 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.

SEVENTEENTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

VILLAGE OF PORT CHESTER

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2023-154

Approved:

Sr. Assistant County Attorney
The County of Westchester
2023 OCFS IMA Template.cmc.03.23.2023

MUNICIPAL ACKNOWLEDGMENT

(Municipal Corporation)

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

On this _____ day of _____, 20_____, before me personally came
_____ to me known, and known to me to be the
_____ of _____, the corporation described
in and which executed the within instrument, who being by me duly sworn did depose and say that
he/she, the said _____ resides at
_____ and that he/she is _____
of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the
within instrument is such corporate seal and that it was so affixed by order of the Board of Directors
of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

_____ *(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

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

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

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ___ day of _____, 20__, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said _____
resides at _____, and that he/she
is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"
SCOPE OF SERVICES

Implementing Agency: Port Chester Youth Bureau	Program Title: Port Chester Summer Youth Employment Program
---	--

FUND AMOUNTS:23,303

Total Program Amount: 23,303	Funds Requested: 23,303	Cost Per Youth: \$2,303
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AUTHORIZED VOUCHER SIGNEEES:

1.	Last Name: Morgan	First Name: Charles	Title: Director Youth Bureau
2.	Last Name: Rabin	First Name: Stuart	Title: Village Manager

AGENCY /MUNICIPALITY INFORMATION:

Implementing Agency is: (check box)	<input type="checkbox"/>	Not For Profit <input type="checkbox"/>	<input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-6007322				
Agency Website:	Implementing Agency/Municipality: Village of Port Chester			
Mailing Street Address: PC Village Hall, 222 Grace Church St.				
Suite/Floor/Room # / P.O. Box:	City: Port Chester	State: NY	Zip Code: 10573	

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :

Last Name: Rabin	First Name: Stuart	Title: Village Manager	
Phone Number:914-939-2200	Extension:	Fax:	Email:

PROGRAM CONTACT PERSON:

Last Name: Morgan	First Name: Charles	Title: EX. Director, PC Youth Bureau	
Phone Number:914-758-2228	Extension:	Fax:	Email:cmorgan@PortChesterny.gov

PERIOD OF ACTUAL PROGRAM OPERATION :

HOURS OF OPERATION: 9-5	Days of operation five days a week	From: 9am	To: 5pm
Other <input type="checkbox"/> explain:			

PROJECTED TOTAL PROGRAM ENROLLMENT	10
<p>PROGRAM SUMMARY: The Port Chester Youth Bureau will enroll 10 youth for the Summer Youth Employment Program. Youth will be between the ages of 14-20 years of age. Youth will be exposed to career related employment opportunities; such as, office work, Community Gardening/Farming, Camp Counseling, working with seniors at the Community senior Center, PC Police dept., PC Chamber of Commerce and a local Non-For-Profit organization. These employment opportunities will allow the youth to experience working in a field of their choice that might generate interest for future employment goals. This is a six week program. Youth will work 24 hours a week Career exploration classes will be mandatory, every other week for 1 hour each session.</p>	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
	Village Hall, Port Chester, NY 10573	Steve Otis	Shelley Mayer		Nance Barr

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING **8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:**

(These eight features of effective youth development settings serve as quality standards for youth programs)

<p>1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p>
<p>Safety is the number (1) concern for all the youth and staff. Teaching good health interaction skills is part of the development of the program. All safety rules and regulations from the Health departments and other governmental agencies are followed and monitored accordingly.</p>

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

All youth enrolled into the summer program will be supervised by an adult site supervisor, who has knowledge of the environment and are sensitive to the youth's needs.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

All Adult supervisors are educated in their field and are caring, supportive and offer life skills, guidance in a learning environment.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

The program is open to all youth between the ages of 14-20 years of age regardless of sexual orientation, disabilities, or social inclusion. The program thrives itself on diversity.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

All youth will be responsible for following rules and regulations on the job site and or while conducting work related functions and activities. Reinforcements of these expectations are stressed each and every day.

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Youth will not only learn life skills but empowerment practices that lead to being more responsible and successful in life. Community service projects will be conducted so youth learn the importance of giving back to the community.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

All of the learning experiences associated with the job placements provide youth with emotional, social, intellectual skills. Good habits are stressed as part of orientation and on the job experiences. Structure is in place to foster good sound learning practices to carry over to adult employment opportunities in the future.

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

The Summer Youth Employment program in cooperates employment in every sector of the Village of Port Chester. We recruit youth from a partnership with the schools. We have a Family day where youth and their families can come out and fellowship while celebrating the success of their children. We also offer community volunteerism that is mandatory in this program.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

The Summer Youth Employment program is monitored by different departments within the Village of Port Chester. Payroll and all financial matters associated with these funds are monitored through the Finance Department. The Youth Bureau Department is responsible for the day to day operational activities and compliance with functions of the youth and their activities. Following the requirements in the contract as it relates to goals and objectives is also within the Youth Bureau department. The Village attorney handles all matters related to the legal aspects of the funding and policies. A collaborated approach is in place from a municipality perspective.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

The bench marks in place for measuring success of the program are well spelled out. Number of youth recruited and placed in meaningful employment situations. These goals are easily measured. The quality of learning and the level of knowledge received and ascertained is documented through feedback forms and evaluations from both the employer and the youth. Regular conversation takes place between the employer and the youth to make sure there is a good working relationship throughout the course of the program.

NEW YORK STATE
 OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
 Program Summary-Program Components

AGENCY NAME:
PROGRAM TITLE:

CODE:		DESCRIPTION:
LIFE AREA:	1ES	Economic Security
GOAL CODE:	11	Youth will be prepared for their eventual economic self-sufficiency
OBJECTIVE:	111	Youth will have skills, attitudes and competence to enter college, the work force and meaningful activities.
SOS:	0119	Employment Opportunities
Performance Measures:		
How Much:	0119A.1	# of youth in the program (unduplicated)
How Well:	0119B.3	% of teens that report being supported by staff
Better Off:	0119C.3	# of youth with improved work skills

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages. Please note that the NYS OCFS web based application only accepts Male or Female at this time.

GENDER OF PROGRAM PARTICIPANTS: (Enter # of participants per gender)	MALE	<u>5</u>	FEMALE	<u>5</u>
---	-------------	----------	---------------	----------

ETHNICITY: (Enter number of participants per ethnic group)	WHITE	<u>2</u>	BLACK OR AFRICAN AMERICAN	<u>3</u>	HISPANIC OR LATINO	<u>5</u>
	AMERICAN INDIAN OR ALASKAN NATIVE	_____	ASIAN	_____		
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	_____	TWO OR MORE RACES	_____		

AGES	0-4 _____	5-9 _____	10-14 _____	15-17 <u>8</u>	18-20 <u>2</u>	21+ _____
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IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described)	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
IF "YES",	Youth aging out of foster care <u>no</u>	Children of incarcerated parents <u>yes</u>
	Youth in the juvenile justice system who re-enter the community <u>yes</u>	Runaway and Homeless Youth <u>no</u>

SCHEDULE "B"
BUDGET

For the Period of Operation:	Contract #: "To Be Assigned"
Agency/Municipality Name: Village of Port Chester	Program Title:P C Summer Youth Employment

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
10 Summer Youth Workers	15.00	24hrs per wk	21,600	
TOTAL SALARIES AND WAGES			21,600	
TOTAL FRINGE BENEFITS			1,703	
TOTAL PERSONNEL SERVICES (1)			\$ 23,303	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT **\$ 23,303**

TOTAL WCYB FUNDS REQUESTED **\$ 23,303**

List Other Funding Sources	#NAME?	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau’s fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement Payment.	Employee Exp. Request Form, Receipt, and Proof of Payment.

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:
 Westchester County Youth Bureau
 112 East Post Road, 3rd Floor
 White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

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. The 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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 “D”
ELECTRONIC FUNDS TRANSFER (EFT)

The Contractor shall complete the “Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form” as part of the County’s ‘Vendor Direct’ program utilizing Electronic Funds Transfer (“EFT”) payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Contractor will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Contractor shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Contractor did not receive the money in its designated bank account on the date indicated in the e-mail, the Contractor shall contact the County’s Finance Department’s Accounts Payable Office at 914-995-2788.

The Contractor shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Contractor shall then complete, and provide to the County, a new “Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form”. The Contractor shall contact the County’s Finance Department’s Accounts Payable Office at 914-995-2788 to obtain a new form.

[NO FURTHER TEXT ON THIS PAGE]



Westchester County • Department of Finance • Treasury Division

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

Authorization is:
(check one)

- New
- Change
- No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

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

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
9. Routing Transit Number:		
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>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

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

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Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form****GENERAL INSTRUCTIONS**

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

SCHEDULE "E"

SAMPLE CORRECTIVE ACTION REQUEST FORM



George Latimer, County Executive
Dr. DaMia Harris-Madden, Executive Director
Youth Bureau

**Westchester County Youth Bureau
Corrective Action Request**

The purpose of this form sent on _____(date)_____ is to notify _____(agency name)_____ of action needed regarding _____(program name)_____.

Monitoring of the abovementioned program has identified one or more areas where corrective action is needed. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All request for corrective action(s) must be addressed within 30 days of the notice.

- Monthly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Quarterly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Annual Report is outstanding. Please see monitor notes below for action and correction details.
- Failure to respond to site visit request(s). Please see monitor notes below for action and correction details.
- Failure to submit fiscal claim(s). Please see monitor notes below for action and correction details.

Monitor Notes:

Thank you for your immediate attention to this matter and for your cooperation with making the appropriate action and/or corrections. Questions or concerns can be sent to the Program Monitor at the contact listed below.

_____ Program Monitor Name _____

_____ Program Monitor Email _____

RESOLUTION

PROVIDING ASSISTANCE FOR THE 2023 COLUMBUS DAY CELEBRATION

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 Knights of Columbus Father John M. Gray Council #503, Columbus Day Celebration Committee has requested that the Village of Port Chester provide assistance for the 2023 Columbus Day Celebration to be held on October 8, 2023 (rain date October 15, 2023); and

WHEREAS, such event evokes the strong sense of community, intergenerational participation and civic pride that makes Port Chester unique; and

WHEREAS, the Board sends its best wishes for a successful event. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby provides assistance to the Columbus Day Celebration Committee c/o Knights of Columbus Father John M. Gray Council #503, in the amount of \$2,500 for the 2023 Columbus Day Celebration; and be it further

RESOLVED, that funds are appropriated in fiscal year 2023-24 General Fund expenditure line item A.7550.552 (Columbus Day)

Approved as to Form:



Anthony M. Cerreto, Village Attorney

Knights of Columbus

Father John M. Grady Council #503
327 Westchester Avenue
Port Chester NY 10573
914-939-4343 ~ Council@KofC503.org

Received

JUL 20 2023

Village Clerk
VILLAGE OF PORT CHESTER

Honorable Luis Marino & Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Re: 2023 Columbus Day Parade

July 17, 2023

Dear Mayor Marino & Board Members,

The Columbus Day Celebration Committee held their first meeting in preparation for this year's parade and festivities. Our biggest challenge this year is to raise money to cover the cost for the bands and expenses for the parade, which is scheduled for Sunday, October 8, 2023 (Rain Date October 15, 2023).

The Committee appreciates the generosity of the Village of Port Chester for their donations in the past years. Once again, we come to you requesting your financial assistance for this year's parade and hope you will be able to increase your donation.

Thank you in advance for your favorable response.

Very truly yours,



Charles Sacco
Parade Chairman
914-907-4068
Council@KofC503.org

Knights of Columbus
Father John M. Grady Council #503
327 Westchester Avenue
Port Chester NY 10573
914-939-4343 ~ Council@KofC503.org



July 17, 2023

Dear Board Of Trustees,

The Columbus Day Parade Committee wants to extend a warm welcome to you, as we are proud to invite you to be part of our parade celebration in Port Chester and Rye Brook on Sunday, October 8, 2023 (Rain Date October 15, 2023) to honor Christopher Columbus.

Once again, as in the past, we would like to ask for permission for the use of the Show Mobile to serve as our Reviewing Stand. It would be placed on the corner of Westchester Avenue and Poningo Street. As you told us that that would be a suitable Location.

Thanking you in advance, we hope to see you at our Columbus Day Parade on the 8th of October.

Very truly yours,

A handwritten signature in blue ink that reads "Charles Sacco". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Charles Sacco
Chairman
914-907-4068

RESOLUTION

RES 05
09-27-2023

**APPROVING BOARD OF TRUSTEES REGULAR MEETING DATES
FOR THE YEAR 2024**

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:

RESOLVED, that the Village Board of Trustees approves the regular meeting dates for the year 2024 as presented on the annex calendar.

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney

2024

JANUARY 1, 2024 to JUNE 30, 2024
VILLAGE OF PORT CHESTER BOARD OF TRUSTEES MEETINGS
ALL MEETINGS AND TIMES ARE TENTATIVE AND SUBJECT TO CHANGE

Date	Meeting	Location	Time	Notes
Jan. 1, 2024	NEW YEAR'S DAY			VILLAGE OFFICES CLOSED
Jan. 2, 2024 (Tues)	1st Monthly Meeting	350 N. Main St.	7 pm	
Jan. 15, 2024	MARTIN LUTHER KING JR. DAY			VILLAGE OFFICES CLOSED
Jan. 16, 2024 (Tues)	2nd Monthly Meeting	350 N. Main St.	7 pm	
Jan. 31, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
Feb. 5, 2024	1st Monthly Meeting	350 N. Main St.	7 pm	
Feb. 19, 2024	PRESIDENT'S DAY			VILLAGE OFFICES CLOSED
Feb. 20, 2024(Tues)	2nd Monthly Meeting	350 N. Main St.	7 pm	
Feb. 28, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
March 4, 2024 (Tues)	1st Monthly Meeting	350 N. Main St.	7 pm	
March 18, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
March 27, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
April 1, 2024	1st Monthly Meeting	350 N. Main St.	7 pm	
April 15, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
May 1, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
May 6, 2024	1st Monthly Meeting	350 N. Main St.	7 pm	
5/15 – 5/17/2024	<i>NYCOM Conference in the Sagamore</i>			
May 20, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
May 27, 2024	MEMORIAL DAY			VILLAGE OFFICES CLOSED
May 29, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
June 3, 2024	1st Monthly Meeting	350 N. Main St.	7 pm	
June 17, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
June 19, 2022	JUNETEENTH			VILLAGE OFFICES CLOSED
June 26, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	

2024

JULY 1, 2024 to DECEMBER 31, 2024
VILLAGE OF PORT CHESTER BOARD OF TRUSTEES MEETINGS
 ALL MEETINGS AND TIMES ARE TENTATIVE AND SUBJECT TO CHANGE

Date	Meeting	Location	Time	Notes
July 1, 2024	1 st Monthly Meeting	350 N. Main St.	7 pm	
July 4, 2024	INDEPENDENCE DAY OBSERVED			VILLAGE OFFICES CLOSED
July 15, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	NO BOT MEETING
July 31, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
August 5, 2024	1 st Monthly Meeting	350 N. Main St.	7 pm	
August 19, 2024	2nd Monthly meeting	350 N. Main St.	7 pm	NO BOT MEETING
August 28, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
Sept. 2, 2024	LABOR DAY			VILLAGE OFFICES CLOSED
Sept. 3, 2024 (Tues)	1 st Monthly Meeting	350 N. Main St.	7 pm	FYI Rosh Hashanah is observed September 15 th to 17 th
9/16 – 9/20/2024	<i>NYCOM Fall Training Conference in Saratoga Hilton</i>			
Sept. 23, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
Oct. 1, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	Rosh Hashanah is observed 10/2 to 10/4
Oct. 7, 2024	1 st Monthly Meeting	350 N. Main St.	7 pm	
Oct. 14, 2024	COLUMBUS DAY			VILLAGE OFFICES CLOSED
Oct. 21, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
OCT 30, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
Nov. 4, 2024	1 st Monthly Meeting	350 N. Main St.	7 pm	
Nov. 11, 2024	VETERAN'S DAY			VILLAGE OFFICES CLOSED
Nov. 18, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
Nov. 27, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	
Nov. 28, 2024	THANKSGIVING DAY			VILLAGE OFFICES CLOSED
Nov. 29, 2024	DAY AFTER THANKSGIVING DAY			VILLAGE OFFICES CLOSED
Dec. 2, 2024	1 st Monthly Meeting	350 N. Main St.	7 pm	
Dec. 16, 2024	2nd Monthly Meeting	350 N. Main St.	7 pm	
Dec. 25, 2024	CHRISTMAS DAY			VILLAGE OFFICES CLOSED
Dec. 30, 2024	Agenda Work-Session	222 Grace Church St.	6:30 pm	

RESOLUTION

**INTERMUNICIPAL AGREEMENT WITH COUNTY OF WESTCHESTER
REGARDING A SEXUAL RISK AVOIDANCE EDUCATION PROGRAM**

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

WHEREAS, the Village of Port Chester Youth Bureau provides opportunities for the youth; and

WHEREAS, the County of Westchester has provided a proposed Intermunicipal Agreement (“IMA”) to enable the Youth Bureau to receive a grant in the reimbursement amount not to exceed \$27,426.00 to establish a Sexual Risk Avoidance Program; and

WHEREAS, through the Village Manager, the Executive Director recommends that the Village enter into the IMA. 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 funding in an amount not to exceed \$27,426 regarding a Sexual Risk Avoidance Education Program.

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 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, ACTING BY AND THROUGH ITS YOUTH BUREAU, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, Port Chester, New York 10573 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County has been awarded a New York State Legislative grant to continue a sexual risk avoidance education services and youth engagement work readiness skills (the “Program”); and

WHEREAS, the Contractor desires to conduct the Program upon the terms and conditions hereinafter set forth, and the County desires the Municipality to provide the Programs upon such terms and conditions.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the parties agree as follows:

FIRST: The County shall reimburse the Municipality an amount not to exceed Twenty-Seven Thousand Four Hundred Twenty-Six (\$27,426.00) Dollars, payable quarterly, which the Municipality shall use to provide the Sexual Risk Avoidance Education Program as more particularly described in Schedule “A” and as budgeted in Schedule “B,” both of which are attached hereto and made a part hereof (the “Work”), payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

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.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the

Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

SECOND: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," 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 "C," 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, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's 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; and

(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.

THIRD: The term of this Agreement will commence March 1, 2023 and terminate August 31, 2023 unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on Thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 "B."

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days 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 services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

FIFTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

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

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

Schedule “E” is a form entitled, “Westchester County Youth Bureau Corrective Action Request”. This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

to the Municipality: Executive Director
 Village of Port Chester
 222 Grace Church Street
 Port Chester, New York 10573

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

TENTH: 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 express 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. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure

that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

ELEVENTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The 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.

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

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Acting County Executive

VILLAGE OF PORT CHESTER

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester on the 20th day of April 2023 by Act No. 2023 -72

Approved

Assistant County Attorney
The County of Westchester

MUNICIPALITY ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 20_____, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is

_____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

_____ *(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

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

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

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

ss.:

On this ___ day of _____, 20 __, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he/she is the
_____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE “A”
SCOPE OF WORK

APPROACH

GENERAL: With the support of the Sexual Risk Avoidance Education Program Legislative Grant, Westchester County Youth Bureau's (WCYB) Sexual Risk Avoidance Education program (SRAEP) continues to expand and address the need for teen pregnancy prevention by promoting healthy choices and lifestyle among youth. The program based on positive youth development framework, provides tools and resources to build healthy relationships, raise awareness about risky behaviors and STI/STD prevention, while encouraging youth engagement through career development and work readiness supports, leadership skills development and employment opportunities. SRAEP serves youth between ages of 11 and 18 years in the highest need municipalities in Westchester County through the local youth bureaus in Mount Vernon, New Rochelle, Ossining, Peekskill, Port Chester, White Plains and Yonkers. The program is a partnership between WCYB and the local Youth Bureau of each city and will be offered between March 1 and August 31, 2023. WCYB will also host a youth-centric event that will highlight the issues covered under SRAEP, raise awareness and provide a platform for youth discussion.

AGENCY	ROLE
Westchester County Youth Bureau	Lead Agency/applicant; region-wide contract management and oversight
Mt. Vernon Youth Bureau	Local lead partner; program coordination
One Love Foundation	Consultant; workshops for the program at the 7 youth bureaus
New Rochelle Youth Bureau	Local lead partner; program coordination
Ossining Youth Bureau	Local lead partner; program coordination
Port Chester Youth Bureau	Local lead partner; program coordination
Peekskill Youth Bureau	Local lead partner; program coordination
White Plains Youth Bureau	Local lead partner; program coordination
Yonkers Youth Bureau	Local lead partner; program coordination

PROGRAM REQUIREMENTS & EXPECTED OUTCOMES:

The following required items are included in WCYB’s SRAEP:

Requirement #1: One Love Healthy Relationships workshops

Provide youth with teen pregnancy supports through 3 in-person workshops conducted by One Love Foundation at the local Youth Bureau in each of the 7 cities. One Love Foundation's workshops will focus on:

- 1: Practicing Healthy Relationships
- 2: Communicating Boundaries & Practicing Consent
- 3: Peer Leadership and Support: Engaging in Conversations Around Healthy Relationships, Practicing Healthy Behaviors, How to Help a Friend, Navigating Endings

Expected Outcome:

- In the program period, youth will be free from health risk behaviors and demonstrate significantly greater growth from pre (baseline) to post (completion of the program) in their knowledge of: 1) risk avoidance skills, 2) medically accurate information, and 3) healthy life and relationship skills and 4) physical and emotional wellbeing.
- In the program period, students will demonstrate improvement from pre- to post-project participation in their conflict management and relationship skills.

Requirement # 2:

Provide youth with work readiness supports by implementing READi Attributes Curriculum which is designed to encourage youth to think about, discuss and practice skills that are important for career and personal success. The curriculum consists of five modules including Building Confidence, Let's Focus, Presenting My Best Self, Count on Me and Going For It. The local youth bureaus will implement the curriculum through 15 lessons to youth enrolled in the program. Youth will also receive job shadowing/unpaid internships and/or paid work experience preparing them for future employment opportunities.

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Expected Outcome:

- In the program period, youth will be prepared with skills to move towards employment and demonstrate skill development in but not limited to creating resumes, job seeking, interviewing, understanding employer and workplace expectations, positive work habits, and other skills necessary to compete in the labor market.
- At the end of the program period, students will report improved workplace readiness skills.

PROGRAM IMPLEMENTATION:

WCYB will partner with Mount Vernon Youth Bureau, New Rochelle Youth Bureau, Ossining Youth Bureau, Peekskill Youth Bureau, Port Chester Youth Bureau, White Plains Youth Bureau and Yonkers Youth Bureau, as well as One Love Foundation to serve the youth enrolled in the program.

Staffing consists of Westchester County Youth Bureau Program Administrator, local lead partner (youth bureau) executive director (7), local lead (youth bureau) program coordinator and region wide provider (One Love Foundation).

Space for programming will be available through local lead partner facilities, and where applicable, youth employment sites. One Love Foundation will be offering workshops at each of the local Youth Bureau sites.

Supplies and Materials will include the READI Attributes Curriculum, program and administrative and if approved, equipment.

Youth Work-Based Learning Participant Evaluations will be administered by each youth bureau.

Program activities include:

- 7 sites will implement the SRAEP in person
- READI Attributes Curriculum will be implemented throughout the 7 sites with each site implementing the 15 lessons.
- One Love Healthy Relationships workshops will be offered in person by One Love Foundation. 3 workshops of approximately 2 hours each will be offered at each of the 7 sites.
- Each site will offer either job shadowing or actual paid employment, when possible

Marketing activities include:

- Producing recruitment flyer
- Keeping enrollment forms

Program Evaluation activities include:

- Formative/Process Evaluation
- Impact Evaluation

PERFORMANCE MEASURES:

WCYB will collect information related to the performance measures and report the data to OCFS. WCYB's SRAEP will track three broad categories of performance measures: (1) output measures (e.g., number of youth served, hours of service delivery, etc.); (2) program implementation (e.g., community partnerships, competence in working with the identified population); (3) outcome measures (e.g., behavioral, knowledge, and intentions);

WCYB Performance Measures and Tools to Track Progress

Performance Measures	Methods / Tools to Track Progress
<i>Output Measures</i>	
<i>Output 1:</i> A total of 105 youth will be recruited to participate in the SRAE program. (15 youth per site)	Document Review (recruitment materials, participant lists)
<i>Output 2:</i> A total of 105 youth will participate in project activities (15 youth per site)	Document Review (youth attendance rosters, student work products from READI Curriculum)

<i>Output 3:</i> Youth will engage in at least 21 hours of project activities over the course of their participation.	Document Review (youth attendance rosters)
--	--

In order to track progress on each of the three output measures, WCYB will collect and review project documentation on an ongoing basis as it becomes available. These documents will include (but not be limited to): recruitment materials and attendance lists, participant rosters, and program materials that may developed over the course of implementation, including the SRAEP flyers, newsletters, and funding applications.

OUTCOME MEASURES: (to be provided by local lead partner at the end of program period)

- Participants of the WCYB SRAEP project show improvement in participant relationship awareness, job readiness skills, and sexual risk awareness and avoidance
- Participants of the WCYB SRAEP project show positive changes in their intentions (such as their expectations for future romantic relationships and their commitment to learning job readiness skills)
- Participants of the WCYB SRAEP project show positive changes in their behaviors (such as sense of purpose and positive view of relationships)?

Service/Opportunities/Supports Performance Measures

- Teen Pregnancy Prevention Supports – provides information regarding supportive relationships, adolescent sexuality education, or pregnancy prevention. Skills and resources healthy lifestyle choices - Physical & emotional well-being/Science based information/healthy relationships/healthy lifestyle/ risk avoidance skills and resources.
 - HOW MUCH: # of youth participating (unduplicated)
 - HOW WELL: % of youth completing the program
 - BETTER OFF: #/% of program participants with reduced high risk behaviors
 - Work Readiness Supports - develops a youth’s capacity to move toward employment.
 - a) Includes but is not limited to assisting youth with creating resumes, job seeking, interviewing, understanding employer and workplace expectations, positive work habits, job shadowing/unpaid internships, and understanding behaviors, attitudes, and skills necessary to compete in the labor market. Work/employment readiness - Self-reliance and confidence/career opportunities/Job readiness skills/peer leadership
 - HOW MUCH: # of youth enrolled in the program (unduplicated)
 - HOW WELL: #/% of staff with training and/or certification in teaching work readiness skills
 - BETTER OFF: #/% of youth with improved workplace readiness skills
 - b) Provide job shadowing/internships or paid employment opportunities to youth enrolled in the program.
 - HOW MUCH: # of youth in the program (unduplicated)
 - HOW WELL: % of teens that report being supported by staff
 - BETTER OFF: # of youth receiving a positive evaluation
-

SCHEDULE "B"
BUDGET

For the Period of Operation: March 1,2023 - September 30, 2023	Contract #: "To Be Assigned"
Agency/Municipality Name: Port Chester Youth Bureau	Program Title: SRAEP

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
15 youth positions(12hrs @ 8 weeks)	15.00	Hourly	21,600	
TOTAL SALARIES AND WAGES			21,600	
TOTAL FRINGE BENEFITS			1,581	
TOTAL PERSONNEL SERVICES (1)			\$ 23,181	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
Consultant Pre Employment	2,500.00	Project	2,500	
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ 2,500	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
TOTAL MAINTENANCE AND OPERATION (3)	\$ 1,745	

TOTAL PROGRAM AMOUNT **\$ 27,426**

TOTAL WCYB FUNDS REQUESTED **\$ 27,426**

List Other Funding Sources	\$ 27,426	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

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PROGRAM TOTAL BUDGET - ATTACHMENT E		
AGENCY/MUNICIPALITY NAME:		
PROGRAM TITLE:		
MAINTENANCE AND OPERATION		
(All Other Expenses Except Facility Repairs)		
ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	Safety Vest x 17 youth=370+Amazing Rakes(3) typsx10=970	1,340
Maintenance/Equipment Repairs		
Equipment Rentals		
Equipment Purchases		
Space Rentals (Indicate Rate/Basis/Type; MUST attach a voucher or copy of rental agreement to request reimbursement)		
Travel - (Include *Mileage Rate - *current 2014 rate is: @ \$0.56___ per mile; and is subject to change)		
Insurance		
Utilities and Telephones		
Other Costs	Trash Picker Upers 20.00X15+ Multi Gardening Gloves7.00X15	405
3. TOTAL MAINTENANCE AND OPERATION		\$ 1,745
Add additional information below; attach additional sheet if necessary		

WESTCHESTER COUNTY YOUTH BUREAU
FISCAL REQUIREMENTS AND POLICIES

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

Below is a list of current funding categories:

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20th date of the month following the end of the quarter, except the 4th quarter which is due on January 10th of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment.

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau
112 East Post Road, 3rd Floor
White Plains, NY 10601

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

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. The 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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 "D"
ELECTRONIC FUNDS TRANSFER (EFT)



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

Authorization is:
(check one)

New
 Change
 No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

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

Section II- Financial Institution Information

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

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

--

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

SCHEDULE "E"
SAMPLE CORRECTIVE ACTION REQUEST FORM



George Latimer, County Executive
Dr. DaMia Harris-Madden, Executive Director
Youth Bureau

**Westchester County Youth Bureau
Corrective Action Request**

The purpose of this form sent on _____(date)_____ is to notify _____(agency name)_____ of action needed regarding _____(program name)_____.

Monitoring of the abovementioned program has identified one or more areas where corrective action is needed. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All request for corrective action(s) must be addressed within 30 days of the notice.

- Monthly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Quarterly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Annual Report is outstanding. Please see monitor notes below for action and correction details.
- Failure to respond to site visit request(s). Please see monitor notes below for action and correction details.
- Failure to submit fiscal claim(s). Please see monitor notes below for action and correction details.

Monitor Notes:

Thank you for your immediate attention to this matter and for your cooperation with making the appropriate action and/or corrections. Questions or concerns can be sent to the Program Monitor at the contact listed below.

_____ Program Monitor Name _____

_____ Program Monitor Email _____

112 East Post Road 3rd fl.
White Plains, New York 10601

Telephone: (914) 995-2745
Fax: (914) 995-3871

Website: www.westchestergov.com/youth

RESOLUTION

AUTHORIZING A FIRST AMENDMENT TO AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER TO PROVIDE ADDITIONAL GRANT FUNDING FOR THE STOP-DWI PATROL/DATAMASTER PROJECT

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

WHEREAS, on or about December 21, 2020, the County of Westchester entered into an Intermunicipal Agreement (“IMA”) with the Village of Port Chester enabling the Police Department to participate in the Westchester County STOP-DWI Patrol/Datamaster Project to conduct special DWI patrols for the period from January 1, 2021 through December 31, 2025 in an amount not-to-exceed \$8,400.00 per year, payable at hourly rates as set forth in the IMA; and

WHEREAS, due to its high volume of activity, the village has already reached its \$8,400 funding limit for 2023; and

WHEREAS, the County expects that going forward the village will continue to exceed its \$8,400.00 annual cap and, for these reasons, it has proposed to amend the IMA to increase the annual cap by an additional \$11,600.00 per year, from \$8,400.00 to \$20,000.00, effective retroactive to January 1, 2023 and for the balance of the term of the IMA; and

WHEREAS, through the Village Manager, the Chief of Police recommends approval of the First Amendment to the IMA. Now, therefore, be it

RESOLVED, the Board of Trustee hereby authorizes the Village Manager to enter into the First Amendment to the Intermunicipal Agreement with the County of Westchester regarding the STOP-DWI Patrol/Datamaster Project regarding the STOP-DWI Patrol/Datamaster Project.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

Port Chester: 2021-2025- 30/1st Amendment

THIS AMENDMENT made the day of , 2023, between the

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

acting by and through its Department of Public Safety (hereinafter referred to as the “Department”)

VILLAGE OF PORT CHESTER, a municipal corporation of the State of New York having an office and place of business at 222 Grace Church Street, Port Chester, New York 10573, acting by and through the Village of Port Chester Police Department (hereinafter referred to as the "Municipality")

WITNESSETH:

WHEREAS, on or about December 21, 2020, the County entered into an intermunicipal agreement (the “IMA”) with the Municipality pursuant to which the Municipality agreed to participate in the Westchester County STOP-DWI Patrol/Datamaster Project to conduct special DWI patrols for the period from January 1, 2021 through December 31, 2025 in an amount not-to-exceed \$8,400.00 per year, payable at hourly rates as set forth in the IMA; and

WHEREAS, due to its high volume of activity, the Municipality has already reached its \$8,400 funding limit for 2023; and

WHEREAS, the Department expects that going forward, the Municipality will continue to exceed its \$8,400.00 annual cap and, for these reasons, seeks to amend the IMA with the Municipality in order to increase the annual cap by an additional \$11,600.00 per year, from \$8,400.00 to \$20,000.00, effective retroactive to January 1, 2023 and for the balance of the term of the IMA

NOW, THEREFORE, in consideration of the promises and covenants herein, the parties agree as follows:

1. The parties desire to amend the IMA in order to increase the Municipalities’ annual funding allocation by an additional \$11,600.00 per year, from \$8,400.00 per year

to \$20,000 per year, effective retroactive to January 1, 2023 and for the remainder of the term of this IMA. Accordingly, the following sentence is added to Paragraph “1” of the IMA:

“Effective January 1, 2023 and for the remainder of the term of this Agreement, the annual not-to-exceed cap shall be increased from EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS to TWENTY THOUSAND (\$20,000.00) DOLLARS.”

2. Any other reference contained in the IMA or its attachments to the \$8,400.00 annual not-to-exceed cap shall be modified to read that effective January 1, 2023 and for the remainder of the term of the IMA, the \$8,400.00 annual cap shall be increased to \$20,000.00.

3. Except as otherwise specifically amended hereby, all other terms and conditions of the IMA shall remain in full force and effect upon the parties.

4. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have agreed and caused this Amendment to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Terrance Raynor
Acting Commissioner – Sheriff
Department of Public Safety

VILLAGE OF PORT CHESTER

By: _____
Name:
Title:

Approved by the Westchester County Board of legislators on the 18th day of September, 2023 by Act No. 2023-162

Approved by the Village Council of the Village of Port Chester by Resolution adopted on the _____ day of _____, 2023

Approved:

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

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

certify that I am the _____ of
(Title)

the _____
(Name of Municipal Corporation)

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

(Person executing agreement)

who signed said agreement on behalf of the
_____ was at the time of execution
(Name of Municipal Corporation)

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its City Council, 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 20__ before me, the undersigned,
a Notary Public in and for said State, _____ personally
appeared, personally known to me or proved to me on the basis of satisfactory evidence
to be the officer described in and who executed the above certificate, who being by me
duly sworn did depose and say that he/she resides at _____,
and he/she is an officer
of said corporation; that he/she is duly authorized to execute said certificate on behalf of
said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

**AWAITING
RESOLUTION**

8

RESOLUTION (ADD-ON)

**RES 09
09-27-2023**

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

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, Lynn Brooks Avni has resigned her position as Director of Planning and Economic Development, the Village Manager to take advantage of another professional opportunity; and

WHEREAS, the job description for the Deputy Director provides that he/she acts in the absence of the Director; and

WHEREAS, under the new Form-Based Zoning Code, the Director is a zoning administrator charged with making certain administrative determinations affecting planning and zoning matters; and

WHEREAS, the Village Manager desires to designate Curt LaValla, the Assistant Director of Planning and Economic Development as the Acting Director of the department; and

WHEREAS, such designation does not result in any additional compensation; 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; and

WHEREAS, to alleviate any potential issue the Village Manager has presented the proposed designation to the Board for its review and determination. Now, therefore, be it

RESOLVED, that the Village Manager's designation of Curt LaValla as Acting Director of the Department of Planning and Economic Development at an annual salary of \$110,235 is hereby confirmed and approved; and be it further

RESOLVED, that such designation shall be in place through the balance of the 2023- 2024 Fiscal Year, expiring on May 31, 2024.

Approved as to Form:

Anthony M. Curcio

RESOLUTION

**TAXI DISPATCHING LICENSE TO ACN GRAND CORP, D/B/A RC TAXI &
LIMOUSINE SERVICE**

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, Section 295-20, "Taxicabs", of the Village Code provides for the "Licensing of company dispatching" subject to the approval of the Village Board of Trustees; and

WHEREAS, ACN Grand Corp. d/b/a RC Taxi & Limousine Service has made application for a taxi dispatching license to the Village Clerk's Office for the approval by the Board of Trustees as provided by in Section 295-20 (C); and

WHEREAS, this application has been reviewed by the Village Clerk who has favorably recommended its approval. Now, therefore be it,

RESOLVED that the Board of Trustees hereby approve the application submitted by ACN Grand Corp. d/b/a RC Taxi & Limousine Service and directs the Village Clerk to issue a license for company dispatching to the applicant with said license to expire on March 31, 2024 as provided by the Village Code, upon the surrender of the taxi dispatch company license currently held by Anaen Goyburu Corp. d/b/a RC Taxi.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



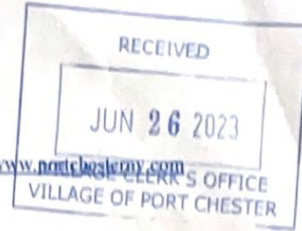
VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 10573

Phone (914) 939-5202 • Fax (914) 305-2560 • Clerk@PortChesterNY.gov • www.portchester.org

TAXI DISPATCH LICENSE APPLICATION



LICENSE APPLICATION TO BE COMPLETED BY APPLICANT			
APPLICANT NAME (FIRST M. LAST): Daniel Aboal			
STREET ADDRESS: 40 Broad Street		SUITE/APT.	
CITY: Port Chester	STATE: NY	ZIP CODE: 10573	
E-MAIL		APPLICANT TELEPHONE MOBILE NO.	
COMPANY/BUSINESS INFORMATION			
COMPANY/BUSINESS NAME: ACN GRAND CORP DBA RCTAXI & Limousine service			
STREET ADDRESS: 375 North main street		SUITE: 1	
CITY: Port Chester	STATE: NY	ZIP CODE: 10573	COMPANY/BUSINESS TELEPHONE NO.: 914 934-0000
LOCATION OF DISPATCHING HEADQUARTERS: 375 North main street Port Chester NY 10573		APPLICANT TELEPHONE MOBILE NO.: 914 888-3979	
COMPANY/BUSINESS NAME E-MAIL			
ARE YOU A:			
<input type="checkbox"/> Firm		<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> Corporation			
BELOW, PLEASE PROVIDE ALL NAMES, ADDRESSES & SOCIAL SECURITY #'S OF ALL PARTNERS, OWNERS & OFFICERS OF THE CORPORATION OR BUSINESS & HOLDERS OF 10% OR MORE OF THE OUTSTANDING STOCK OR INDEBTEDNESS OF SUCH ENTITY			
NAME: Oscar Cabrera	ADDRESS		
NAME: Sonia Napoli	ADDRESS		
Complete the Questions Below			
Are You Authorized to do Business in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant, owner, partner, stockholder or any officer been convicted of a misdemeanor or felony?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, state name and conviction:			
Has applicant ever been licensed under any provision of this Chapter of the Code of the Village of Port Chester or any similar law of any jurisdiction?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has such licensed ever been rescinded or revoked?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the applicant understand that it is unlawful for such person, firm or corporation to employ or dispatch driver s who are not properly licensed?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will the person, firm or corporation making this application employ any radio signal device in connection with relaying service requests to taxi cab drivers?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, state the type of device _____ Signal & Frequency _____			
The following must be submitted with this application			
1. Certificate of Liability Insurance for your business.		3. Car List	
2. Copy of your FCC License.		4. Driver List	

OVER

All licenses will expire on March 31st of each year.
The annual fee for this license is \$495.00 payable with application.
This license is **NOT** transferrable.

THE UNDERSIGNED APPLICANT HEREBY SWEARS THAT HE HAS READ AND UNDERSTANDS ALL OF THE ABOVE AND CERTIFIES TO ALL OF THE ABOVE. FALSE REPLIES TO ANY OF THE QUESTIONS HEREIN UNDER THE LAW CONSTITUTES PERJURY; SUCH FALSITY WILL RESULT IN REFUSAL OF LICENSE, OR IF PREVIOUSLY GRANTED IN REVOCATION OF SAME.

"It is a crime punishable as a CLASS A MISDEMEANOR to knowingly make false statements therein"

APPLICANT SIGNATURE: <i>Daniel Aboal</i>	DATE <i>6-26-2023</i>
CORPORATE NAME: <i>ACN Grand Corp DBA RC TAXI & Limousine Service</i>	
CORPORATE OFFICER: <i>Daniel Aboal</i>	

STATE OF NEW YORK)

SS:

COUNTY OF WESTCHESTER)

Daniel L. Aboal being duly sworn, deposes and says that he is the individual making the foregoing application for a company dispatching license, that the answers to the foregoing questions and other statements contained therein are true.

Sworn to before me this *26th* day of *June*, 20*23*

Hope B. Vespia
Notary Public Signature

Notary Public State of New York
HOPE B. VESPIA
Notary Public, State of New York
No. 01VE5084028
Qualified in Westchester County
Commission Expires August 25, 20*25*

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: ACN GRAND CORP

ATTN: DANIEL ABOAL
ACN GRAND CORP
375 N MAIN ST
PORT CHESTER, NY 10573

Call Sign WRNV367	File Number
Radio Service IG - Industrial/Business Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0033221672

Grant Date 08-27-2021	Effective Date 07-14-2023	Expiration Date 08-27-2031	Print Date 07-18-2023
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Address:** FORTY BROAD ST
City: PORT CHESTER **County:** WESTCHESTER **State:** NY
Lat (NAD83): 41-00-08.9 N **Long (NAD83):** 073-39-51.6 W **ASR No.:** N/A **Ground Elev:** 8.0
- Loc. 2 Area of operation**
 Operating within a 40.0 km radius around fixed location 1

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta.Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000151.7150000	FB	1		11K2F3E	60.000	220.000	14.0	-19.8	08-27-2022
2	1	000151.7150000	MO	20		11K2F3E	50.000	50.000			08-27-2022

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: ACN GRAND CORP

Call Sign: WRNV367

File Number:

Print Date: 07-18-2023

Control Points

Control Pt. No. 1

Address: FORTY BROAD ST

City: PORT CHESTER **County:** WESTCHESTER **State:** NY **Telephone Number:** (914)934-0000

Associated Call Signs

TEST TEST TEST <NA>

Waivers/Conditions:

NONE

DISPATCH TAXI COMPANIES DRIVERS LIST

Company Name: Ormaen Gaybun Corp DBA RC TAXI & Limousine Service

Driver Name (First M. Last):	Street Address:	City	State	Zip Code	TLC License#	Exp. Date	VPC License#
ERINDA A. ROSALES					DP-01086-22	9/30/23	0076
Luis A. Vilchez					DP-00993-23	7/31/24	0034
MARCO A RUESTA					DP-01590-22	12/3/23	117
Romulo C Chavez					DP-01641-22	01/20/24	0019
Fernando Barrero					DP-00876-23	7/31/24	0006
Maria Martinez					DP-00981-23	7/31/24	0059
SONIA Napoli					DP-00889-23	7/08/24	129
Freddy E Briones					DP-01049-23	7/31/24	0019
Augusto A Aliaga					DP-01086-23	8/3/24	0092
Amilcar Velasquez-Mesa					DP-01339-22	11/30/23	0075
Jhon Bernal					DP-00562-23	05/18/24	0036
Milton Ciriaco					DP-00676-23	05/31/24	0060
Carlos A Maldonado							0012
Santiago R. Henriquez					DP-01149-23	07/22/24	
Jaimé R Chica					DP-00933-23	07/31/24	0030
Jorge E CASTILLO					DP-01619-22	11/16/23	110

CORRESPONDENCE



FIRE DEPARTMENT

VILLAGE OF PORT CHESTER

209 WESTCHESTER AVENUE
WESTCHESTER COUNTY, N.Y.

RECEIVED
 SEP 13 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

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

TO THE HONORABLE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER N.Y.:

- | | |
|--|---|
| <input checked="" type="checkbox"/> The Reliance E. & H. Co. No. 1 | <input type="checkbox"/> The Putnam E. & H. Co. No. 2 |
| <input 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 9/1/23 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):

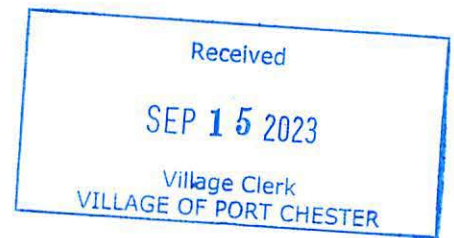
<input checked="" type="checkbox"/> PASS AWAY / <input type="checkbox"/> RESIGNED / <input type="checkbox"/> WAS PLACED ON LEAVE / <input type="checkbox"/> WAS SUSPENDED / <input type="checkbox"/> WAS EXPELLED <div style="font-size: 1.5em; text-align: center; margin-top: 10px;">Robert Thalheimer</div>
<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: 
 Print Name Philip Petrone
 Address: 209 Westchester Avcr
Portchester NY 10573

Carlos Arteaga
65 Wesley Ave Apt 33
Port Chester NY 10573
914-843-9212



Mayor & Board of Trustees
222 Grace Church St
Port Chester, NY 10573

September 14, 2023

Subject: Appeal Letter for Trip Sheet Oversight

Dear Mayor and Esteemed Members of the Board of Trustees,

I hope this letter finds you in good health and high spirits. I am writing this appeal letter with utmost sincerity and humility to address the recent incident where I failed to document my trips on the trip sheet, which has resulted in a ticket and a possible suspension of my taxi driver license. I deeply regret this oversight and wish to explain the circumstances that led to this unfortunate situation.

First and foremost, I want to emphasize that this incident is an anomaly in my otherwise impeccable record as a taxi driver. Throughout my tenure, I have consistently and diligently maintained my trip sheets, providing accurate records of every trip I've made, whether on a monthly or quarterly basis. I understand the importance of this documentation not only for regulatory compliance but also for transparency and accountability within the taxi industry.

The specific incident in question occurred during a transitional period in my work schedule. The month prior to the incident, my vehicle was in the shop for extensive repairs, rendering it unfit for service. Consequently, I was unable to work during those

weeks as my primary means of transportation was unavailable. It was an unexpected and challenging situation that left me without income for an extended period.

When I eventually returned to work, I was assigned regular trips as per usual. However, due to the significant disruption in my work routine, I regrettably overlooked the task of recording my trips on that particular day. I want to stress that this oversight was entirely unintentional and not in line with my usual commitment to compliance with all regulatory requirements.

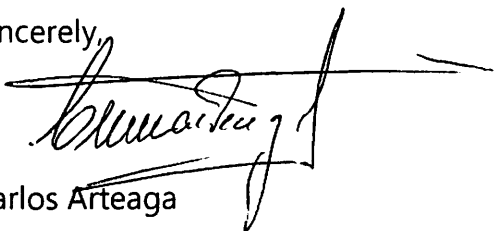
I want to assure you that I fully recognize the importance of trip sheet documentation and take full responsibility for my lapse in this instance. I deeply regret any inconvenience or concerns this may have caused, and I am committed to ensuring that such an oversight will never happen again.

I kindly request your understanding and compassion in this matter. My intention has always been to operate my taxi service professionally and in strict adherence to all regulations. I humbly appeal to you to reconsider the suspension and allow me the opportunity to rectify my mistake and continue providing reliable and safe transportation services to the community.

Once again, I apologize for any inconvenience my oversight may have caused, and I thank you for taking the time to consider my appeal. If needed, I am ready and willing to meet with any relevant parties to discuss this matter further.

Thank you for your attention and understanding.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos Arteaga', written over a horizontal line. The signature is fluid and cursive.

Carlos Arteaga

Port Chester Italian Heritage Club

5 Jean Lane

Rye Brook, NY 10573

914-447-1322

Mayor Luis Marino &
Village Trustees
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor Marino & Village Trustees:

Please accept this letter as a formal request from The Port Chester Italian Heritage Club, to hang the Italian Flag in Liberty Square on Columbus Day, October 8th, 2023 at 9:00 am, in celebration of Italian Heritage Month.

As always, I appreciate all that you do in helping us keep our Italian traditions alive and respected in Port Chester!

God Bless!

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra Scocchera', written in a cursive style.

Debra Scocchera

President, Port Chester Italian Heritage Club



Community Kitchen, Pantry & Food Hub
509 North Main Street P.O. Box 682
Port Chester, New York 10573
info@mealsonmainst.org (914) 451-7140



September 19, 2023

Board Officers

President - Samuel Dimon
Vice President - Anthony Tirone
Treasurer - Patricia Hart
Secretary - Maria Kacha

Board of Directors

Michele Allison
Michael Dailey
Nicole Gibbs
Amy Hirschhorn
Jane O'Sullivan

Auxiliary Board

President - Jennifer Swanson
Vice President - Meghan Charles
Secretary - Jaclyn Shanahan
Nominating Chair - Elizabeth Nace

Deborah Bahl
Tiffany Briganti
Tara Castellano
Erica Coblenz
Susan Frazier
Jody Frieman
Alexandra Hagens
Robin Hoberman
Danielle Kindler
Erika Lee
Jennifer Molloy
Cameron Scansaroli
Nancy Tirone

Executive Director

Bill Cusano

Ms. Joan Grangeniois-Thomas
Trustee of the Village of Port Chester
222 Grace Church Street, Suite 120
Port Chester, NY 10573

Dear Ms. Grangeniois-Thomas,

It's that time of year again – **Miles for MOMS– on Sunday, October 15th.**

Meals on Main Street would like to invite you to come to our Community event.

We are expecting over 300 runners from Port Chester, Rye and surrounding areas for our 1.5 mile Family Run and 5K run. This run will help MOMS put 120,000 pounds of food on the tables of families in need this holiday season!

Participants will be assembling, starting at 7:30 a.m., in the parking lot in front of Colony Grill in Port Chester. Race begins promptly at 8:30 a.m. Winners will be announced, and prizes awarded by 9:15 a.m. There will be food and drink for all. It should be completed by 9:30 a.m.

While this event is a fundraiser and we are working on getting sponsors for it, the Run is principally geared to be a community event that will bring a focus on how we can solve the problem of food insecurity in our communities as well as celebrate all who are committed to feeding the hungry.

You have been a wonderful supporter of our efforts and we would be delighted to see you with us on this day. Please let me know if you plan on coming so we can publicly recognize you at the start of the event.

Sincerely,

Pat Hart, Treasurer

hart@mealsonmainst.org, 914-484-3226

Caritas of Port Chester, Inc. / Meals on Main Street is a 501c3 organization. EIN: 45-4663991



SAVE THE DATE

Meals on Main Street (MOMS) is excited to host our THIRD Community Run and Walk! Join us on Sunday, October 15 - ALL ABILITIES ARE WELCOME.

The third annual [Miles for MOMS](#) Community Run and Walk is back and better than ever! So, grab your running shoes and mark your calendar for Sunday, October 15 at 8:30am in Port Chester!

This year we will feature a NEW 5K COURSE 5k. It will bring you through the downtown section of Port Chester and around our unique neighborhoods. You can run or walk the timed 3.11 miles and be eligible for our new age group prizes.

Everyone can participate in our 1.5-mile Family Run & Walk, leisurely enjoying the beautiful streets of our community. And if you're feeling up to the challenge, take part in our 5k race!

Every step you take helps put 120,000 pounds of food on the tables of families in need this holiday season!

We encourage EVERYONE and all abilities to come together in support of the fantastic Meals on Main St. and help serve the community and beyond.



Caritas / Meals On Main Street
P. O. Box 682
Port Chester, NY 10573

RECEIVED

SEP 19 2023

VILLAGE CLERK'S OFFICE
VILLAGE OF PORT CHESTER

Ms. Joan Grangenois-Thomas
Trustee
Village of Port Chester
222 Grace Church Street
Suite 120
Port Chester, NY 10573



FIRE DEPARTMENT VILLAGE OF PORT CHESTER

209 WESTCHESTER AVENUE

WESTCHESTER COUNTY, N.Y.

Received

SEP 19 2023

Village Clerk

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 09/05/23 favorable action was taken on the following:

The Company elected as:

ACTIVE / ACTIVE EXEMPT / HONORARY MEMBER

ACTIVE / ACTIVE EXEMPT / HONORARY MEMBER

ACTIVE / ACTIVE EXEMPT / HONORARY MEMBER

The following member(s):

DECEASED RESIGNED / WAS PLACED ON LEAVE / WAS SUSPENDED / WAS EXPELLED

MAIGNAN, MICHAEL

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: SUSPENDED UNTIL 8/7/24. INSUBORDINATION TO COMPANY OFFICERS & FIRE CHIEF

Secretary: _____

Print Name JAMES K MITCHELL, JR

Address: PO BOX 1254 Pt Chester

THE LAW OFFICE OF

Anthony R. Tirone, Esq., PLLC

170 Hamilton Avenue, Suite 300
WHITE PLAINS, NEW YORK 10601
TEL: 914-686-7007 • FAX: 914-686-7019
ARTY@ARTironeLaw.com

September 18, 2023

The Hon. Luis A. Marino, Mayor
and The Board of Trustees of The Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

**In Re: Caritas/MOM's of Port Chester request for
3rd Annual Family Fun Run on October 15, 2023 8:30am**

Dear Mayor Marino and The Board of Trustees:

Please add this correspondence to your meeting agenda for **September 27th and October 2, 2023**

On behalf of The Board of Directors and staff of Caritas of Port Chester, Inc and MOMS:
Thank you for your continued support of our mission to feed the hungry and needy of Port Chester. We are requesting the Village support and street closures for this event.

Last year the VPC BOT graciously granted our request for the 2nd annual *Caritas/MOM's Family Fun Run* and it was a great success gauged by the number of people that participated and the funds raised to feed the hungry. Since last year we are close to completing our new home at 509-511 North Main Street; and *Caritas of Port Chester has added Meals on Main Street ("MOM'S")* to our name.

Along with our new Port Chester headquarters, a new name, an expanded mission, and with your approval, we would like to host our 3rd annual *Caritas/MOM's*:

Family Fun Run in Port Chester on Sunday, October 15th @ 8:30am.

This year we are hosting both a *1.5-mile and a 5k (3.1 mile)* run. Runners will start on Abendroth Ave at @8-8:30 am and proceed north on Main Street to Caritas/MOMS' new home located at 509 N. Main Street.

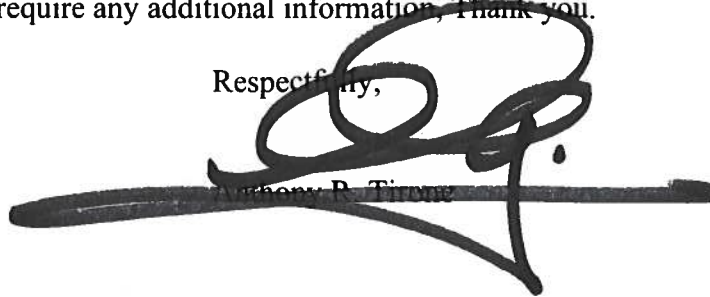
At that point the runners will turn back down North Main Street on the opposite side to Adee Street and Abendroth and cross the finish line in the Marina parking lot. The 5k runners will turn up on Terrance and continue back to North Main Street.

Please see the attached map and route for both runs. The runners will step off at **8:00** and **8:30 am sharp** and depending on the number of runners, will conclude and streets reopen around **10:30 am**.

We have been working with both The PCPD by Captain Charles Nielsen and Village Manager Stuart Rabin on the logistics and limited street closures. They have both been helpful and accommodating with the logistics subject to your use approval.

Please advise if you require any additional information, Thank you.

Respectfully,

A large, stylized handwritten signature in black ink, appearing to read 'Anthony P. Timpane', is written over the typed name.

Race Chairs:

Nicole Gibbs-MOMS Board of Directors
Meghan Charles -MOMS Auxiliary Board Member
Jennifer Swanson-MOMS Auxiliary Board Director

ART:NTRT

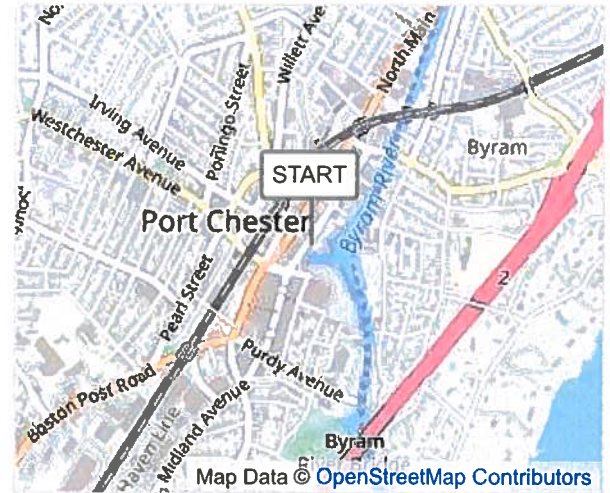


Meals On Main St 5k Port Chester NY

ROUTE INFORMATION



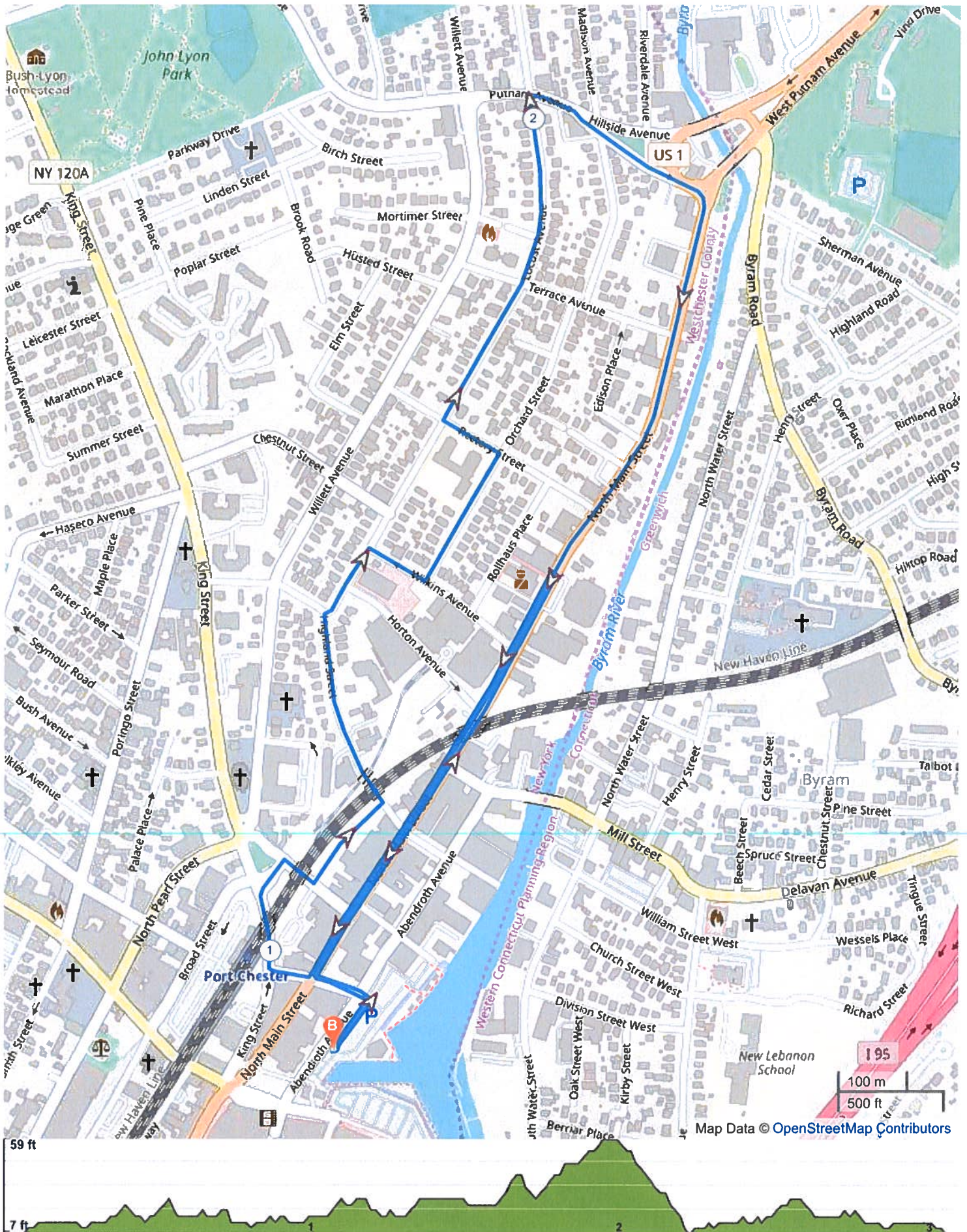
ROUTE LENGTH	3.091 miles
ASCENT	95 ft
DESCENT	95 ft
HILLS	↑ 34.6% ↓ 30.9% → 34.6%
TERRAIN	Road A
START	LAT: 41.000753, LNG: -73.662035



NOTES

Start/Finish in the Colony Grill lot, city street course, most roads are open & police on duty. First mile+ is out and back on Main St- that road is closed to traffic.

Meals On Main St 5k Port Chester NY



Map Data © OpenStreetMap Contributors

ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on
2	0.056	←	Turn left onto Adee Street
3	0.984	→	Turn right onto King Street
4	1.049	↗	Keep right onto King Street
5	1.073	↗	Turn slight right onto Broad Street
6	1.087	→	Turn right onto Willett Avenue
7	1.394	→	Turn right onto Locust Avenue
8	1.465	→	Turn right onto Wilkins Avenue
9	1.522	←	Turn left onto Orchard Street
10	1.653	←	Turn left onto Rectory Street
11	1.711	→	Turn right onto Locust Avenue
12	2.021	↘	Turn sharp right onto Putnam Avenue
13	2.064		Keep right onto Putnam Avenue
14	2.184	↗	Keep right onto North Main Street
15	2.252	→	Turn right
16	2.254	→	Turn right onto North Main Street
17	3.091		FINISH

Certificate of Coverage

Date: 9/15/2023

Certificate Holder
 Archdiocese of New York
 1011 First Avenue
 New York, NY 10022

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 Caritas of Port Chester, Inc.
 19 Smith Street
 Port Chester, NY 10573

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8869	9/1/2023	9/1/2024	Each Occurrence	1,000,000
				General Aggregate	2,000,000
				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage is primary and only extends to claims resulting from Caritas of Port Chester, Inc. 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the roads, streets, sidewalks, bridges and facilities of the Village of Port Chester. The Village of Port Chester, its Board officers, employees, and/or volunteers are included as additional protected.

Holder of Certificate

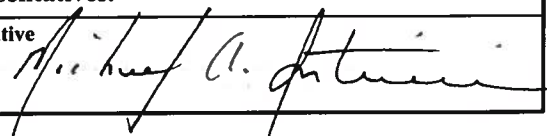
Cancellation

Additional Protected Person(s)

Village of Port Chester
 Village Room
 222 Grace Church Street
 Port Chester, NY 10572

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0041040057

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/15/2023

Cancellation Date of Endorsement: 10/16/2023

Certificate Holder: Archdiocese of New York
1011 First Avenue
New York, NY 10022

Location: Caritas of Port Chester, Inc.
19 Smith Street
Port Chester, NY 10573

Certificate No. 8869 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

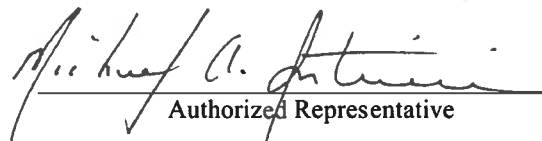
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Village of Port Chester
Village Room
222 Grace Church Street
Port Chester, NY 10572

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage is primary and only extends to claims resulting from Caritas of Port Chester, Inc. 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the roads, streets, sidewalks, bridges and facilities of the Village of Port Chester. The Village of Port Chester, its Board officers, employees, and/or volunteers are included as additional protected.


Authorized Representative

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 10/15/2023 Charge _____ Credit _____
Cancellation Date of Endorsement 10/16/2023
Certificate Holder Archdiocese of New York 1011 First Avenue New York, NY 10022
Location Caritas of Port Chester, Inc. 19 Smith Street Port Chester, NY 10573
Certificate No. 8869 of The Catholic Mutual Relief Society of America is amended as follows:

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE or COVERAGE CONDITION

This endorsement modifies coverage provided under the following:

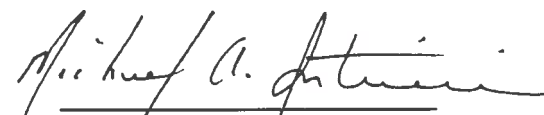
PKS-100 SECTION II - LIABILITY CONDITIONS

The following is added to the **Other Insurance or Coverage** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance or Coverage

This protection is primary to and will not seek contribution from any other insurance or coverage available to an **Additional Protected Person(s)** under your certificate provided that:

- (1) The **Additional Protected Person(s)** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this protection would be primary and would not seek contribution from any other insurance available to the **Additional Protected Person(s)**.



Authorized Representative

Certificate of Coverage

Date: 9/15/2023

Certificate Holder
 Archdiocese of New York
 1011 First Avenue
 New York, NY 10022

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 Caritas of Port Chester, Inc.
 19 Smith Street
 Port Chester, NY 10573

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8869	9/1/2023	9/1/2024	Each Occurrence	1,000,000
				General Aggregate	2,000,000
				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends to claims resulting from Caritas of Port Chester, Inc. use of the Colony Grill Parking lot for the 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the Colony Grill Parking Lot or sidewalks.

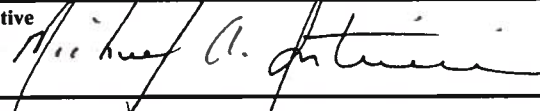
Holder of Certificate

Cancellation

Additional Protected Person(s)

 Port Chester - Rye
 Rye Brook Volunteer Ambulance Corps (PCRRBVAC)
 417 Ellendale Avenue
 Port Chester, NY 10573

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative


0041040059

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/15/2023

Cancellation Date of Endorsement: 10/16/2023

Certificate Holder: Archdiocese of New York
1011 First Avenue
New York, NY 10022

Location: Caritas of Port Chester, Inc.
19 Smith Street
Port Chester, NY 10573

Certificate No. 8869 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

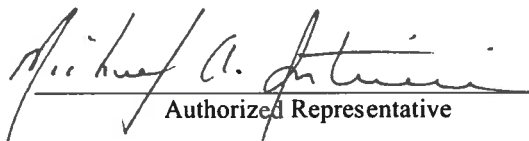
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
Port Chester - Rye
Rye Brook Volunteer Ambulance Corps (PCRRBVAC)
417 Ellendale Avenue
Port Chester, NY 10573

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends to claims resulting from Caritas of Port Chester, Inc. use of the Colony Grill Parking lot for the 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the Colony Grill Parking Lot or sidewalks.


Authorized Representative

Certificate of Coverage

Date: 9/15/2023

Certificate Holder
 Archdiocese of New York
 1011 First Avenue
 New York, NY 10022

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 Caritas of Port Chester, Inc.
 19 Smith Street
 Port Chester, NY 10573

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8869	9/1/2023	9/1/2024	Each Occurrence	1,000,000
				General Aggregate	2,000,000
				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends to claims resulting from Caritas of Port Chester, Inc. use of the Colony Grill Parking Lot, owned and operated by G&S Investors for the 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the Colony Grill Parking Lot or sidewalks.

Holder of Certificate

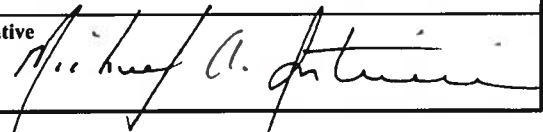
Cancellation

Additional Protected Person(s)

G&S Investors
 211 E. 43rd St., 25th Fl
 New York, NY 10017

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0041040058

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/15/2023

Cancellation Date of Endorsement: 10/16/2023

Certificate Holder: Archdiocese of New York
1011 First Avenue
New York, NY 10022

Location: Caritas of Port Chester, Inc.
19 Smith Street
Port Chester, NY 10573

Certificate No. 8869 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

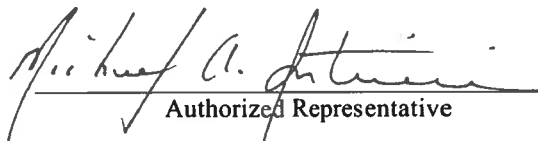
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
G&S Investors
211 E. 43rd St., 25th Fl
New York, NY 10017

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends to claims resulting from Caritas of Port Chester, Inc. use of the Colony Grill Parking Lot, owned and operated by G&S Investors for the 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the Colony Grill Parking Lot or sidewalks.


Authorized Representative

Certificate of Coverage

Date: 9/15/2023

Certificate Holder
 Archdiocese of New York
 1011 First Avenue
 New York, NY 10022

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 Caritas of Port Chester, Inc.
 19 Smith Street
 Port Chester, NY 10573

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8869	9/1/2023	9/1/2024	Each Occurrence	1,000,000
				General Aggregate	2,000,000
				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends to claims resulting from Caritas of Port Chester, Inc. use of the Colony Grill Parking lot for the 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the Colony Grill Parking Lot or sidewalks.

Holder of Certificate

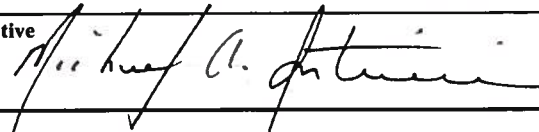
Cancellation

Additional Protected Person(s)

Colony Grill
 35 Abendroth Ave
 Port Chester, NY 10573

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0041040056

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/15/2023

Cancellation Date of Endorsement: 10/16/2023

Certificate Holder: Archdiocese of New York
1011 First Avenue
New York, NY 10022

Location: Caritas of Port Chester, Inc.
19 Smith Street
Port Chester, NY 10573

Certificate No. 8869 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

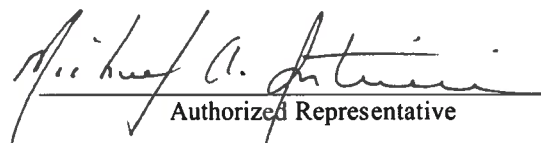
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
Colony Grill
35 Abendroth Ave
Port Chester, NY 10573

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends to claims resulting from Caritas of Port Chester, Inc. use of the Colony Grill Parking lot for the 5 K and 1.5 K Fun Runs through the streets of the Village of Port Chester on October 15, 2023. Coverage does not extend to claims resulting from the improper maintenance or upkeep of the Colony Grill Parking Lot or sidewalks.


Authorized Representative

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 10/15/2023 Charge _____ Credit _____
Cancellation Date of Endorsement 10/16/2023
Certificate Holder Archdiocese of New York 1011 First Avenue New York, NY 10022
Location Caritas of Port Chester, Inc. 19 Smith Street Port Chester, NY 10573
Certificate No. 8869 of The Catholic Mutual Relief Society of America is amended as follows:

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE or COVERAGE CONDITION

This endorsement modifies coverage provided under the following:

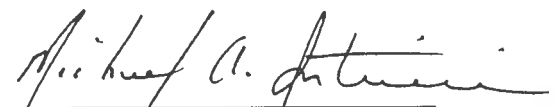
PKS-100 SECTION II - LIABILITY CONDITIONS

The following is added to the **Other Insurance or Coverage** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance or Coverage

This protection is primary to and will not seek contribution from any other insurance or coverage available to an **Additional Protected Person(s)** under your certificate provided that:

- (1) The **Additional Protected Person(s)** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this protection would be primary and would not seek contribution from any other insurance available to the **Additional Protected Person(s)**.



Authorized Representative

AGENDA - WORK SESSION

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**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Regular Meeting**

Monday, October 2, 2023 at 7:00 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

Trustee Joseph E. Carvin, Jr. will be attending the meeting via videoconferencing from 1207 Hillsboro Mile, Hillsboro Beach, FL 33062, which will be open to the public for this meeting as well as the 350 N. Main Street Location.

I	CALL TO ORDER / PLEDGE OF ALLEGIANCE	
II	PROPOSED EXECUTIVE/CLOSED SESSION	ACTION
1		
II	AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:	ACTION
1	Public hearing	
III	PRESENTATION	ACTION
1	Taxi Commission regarding amendments to the Village Code and updates from the Chair	
IV	MINUTES	ACTION
1	Approval of September 27, 2023 Minutes	
V	PUBLIC COMMENTS	ACTION
VI	REPORT OF THE VILLAGE MANAGER	ACTION
VII	RESOLUTIONS	ACTION
1	FY 2023-24 General Fund Budget Amendment – Youth Services Grant Programs (might be more than 1 resolution)	AWAITING RESOLUTION
2	Awarding BID #2023-19 - 2023 Paving Program to Laura Li Industries, LLC., P.O. Box 195, Purchase, New York 10577	
3		
	REQUESTS FOR AN ADD-ON RESOLUTIONS	ACTION
4		
5		
VIII	CORRESPONDENCE	ACTION
1	From the Rye Town Park Commission regarding their intent to declare lead agency for Pavilion Roof Replacement Project	
2	From Kings Capital Construction requesting your consent to hang a custom-made light pole banner during the holiday season	
3	From Salsa Picante requesting the use of a portion of the Shopper's Parking Lot, Lot #17, for a fund-raising event, Taco Eating Contest to	

	benefit the Cozmad Foundation (ITF). The area would include parking spaces #958 - #966 at a cost of \$20 per space	
IX	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION
X	PROPOSED EXECUTIVE/CLOSED SESSION	ACTION
1		

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**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Regular Meeting**

Monday, October 16, 2023 at 7:00 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

Port Chester, New York

AGENDA

I	CALL TO ORDER / PLEDGE OF ALLEGIANCE	
II	PROPOSED EXECUTIVE/CLOSED SESSION	ACTION
1		
III	AWARD PRESENTATION	ACTION
1	PORT CHESTER POLICE ASSOCIATION AWARDS CEREMONY	
IV	AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:	ACTION
1	Public hearing	
	PRESENTATION	ACTION
1	Soul Ryeders request approval to incorporate some of the Village streets into their revised half marathon course for 2024. The goal is to create a bi-community event with Rye and Port Chester where local communities and businesses can play a role in this event.	
V	MINUTES	ACTION
1	Approval of October 2, 2023 Minutes	
VI	PUBLIC COMMENTS	ACTION
VII	REPORT OF THE VILLAGE MANAGER	ACTION
VIII	RESOLUTIONS	ACTION
1	Budget Amendment #2022-252 - Alto Avenue Storm Sewer Project	AWAITING RESOLUTION
2	Awarding BID #2023-18 - Alto Avenue Storm Sewer to ????????	AWAITING RESOLUTION
3	Surplus	
	REQUESTS FOR AN ADD-ON RESOLUTIONS	ACTION
4		
5		
IX	CORRESPONDENCE	ACTION
1		
X	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

XI	PROPOSED EXECUTIVE/CLOSED SESSION	ACTION
1		

**PUBLIC COMMENTS
AND
BOARD COMMENTS**

**PROPOSED MOTION
FOR
EXECUTIVE / CLOSED SESSION**