

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

	PROPOSED CLOSED SESSION	ACTION
1	Consultation with Corporation Counsel and Village Attorney	
I	CALL TO ORDER / PLEDGE OF ALLEGIANCE	
II	PROPOSED EXECUTIVE SESSION	ACTION
1	Regarding the employment history of a particular person	
III	REPORT OF THE BUILDING INSPECTOR	ACTION
1	Building Department Presentation	
IV	DISCUSSIONS	ACTION
1	Taxi Commission recommendation to the Village regarding Code Changes, including increase in taxicabs fares	
2	Parking displacement due to MTA wall construction/repair behind N. Main Street shops located between Highland St. and Railroad bridge over N. Main St.	
	REQUEST FOR AN ADD-ON DISCUSSION	
3	On pausing all sight plan approvals in the CD-6, CD-6T, CD-5, CD-5W until the committee looking into these areas comeback with findings	
V	MINUTES	ACTION
1	Approval of October 11, 2023 and October, 16, 2023 minutes	
VI	PUBLIC COMMENTS	ACTION
VII	REPORT OF THE VILLAGE MANAGER	ACTION
VIII	RESOLUTIONS	ACTION
1	Authorizing the Village Attorney to enter Into The Second Amended Order of Dismissal with respect to the Village of Port Chester In The Matter of Save The Sound And Atlantic Clam Farms of Connecticut, Inc. V. Westchester County, NY; Town/Village of Harrison; Village of Larchmont; Town of Mamaroneck; City of New Rochelle; Village of Pelham Manor; City of Rye; Village of Rye Brook; And Village of Scarsdale	

2	Awarding BID No. 2023-22 - Columbus Park Upgrades to Pat Corsetti, Inc.	
3	Awarding BID No. 2023-14 - Columbus Park Fence Installation 2023 to WBE Fence Company	
4	Awarding BID No. 2023-23 Bulkley Drain Debris Removal to MTS Infrastructure, LLC.	
5	Awarding RFP No. 2023-17 Desktop, Network and Server Admin and Support to DCC Inc.	
6	Award RFP #2023-02 Municipal Financial Advisor Professional Services to Capital Markets Advisors, LLC	
7	Awarding BID #2023-24 to Hubbard's Cupboard LLC for the Prepared Meals for the Senior Nutrition Program.	
8	Authorizing the First Amendment to a license agreement with the County of Westchester Regarding Police Mutual Aid Communications	
9	Inter-Municipal Agreement (IMA) with Westchester County for Prisoner Transportation	
10	Approving Intermunicipal Agreement with Westchester County for the Youth Bureau's 2023 Summer Youth Employment Program for ages 16 to 24 from families with low and moderate incomes	
11	Free parking for the 2023 Holiday Season	
12	Capital Project & General Fund Budget Amendment – Capital Project #2021-243 (Fire Department. Vehicles & Equipment – Engine/Pumper Truck)	
13	Amendment to order terms for Seagrave Fire Apparatus	
14	Budget Transfer - FY 2023-24 General Fund - Building Department 3rd Party Fire Sprinkler Plan Review	
15	Providing Comment to New York State Liquor Authority in response to notification of an application for a liquor license to be filed by 40 Grace Restaurant Corp.	
16	Appointing of Peter Pascale to the Commission on Recreation	
17	Granting request from the American Legion Post 93, for assistance and permission to hold Veterans Day ceremonies at Veterans Memorial Park. On Saturday, November 11, 2023 at 11:00 a.m.	
18	Budget Transfer – Fiscal Year 2023-24 General Fund Recreation & Senior Services Programming	
19	Opposing the construction of a Cellular Monopole located on New York State Thruway Authority property	
20	Accept letter of intent and authorize preparation of purchase and sale agreement for the conveyance of development rights to Neri Bakery to facilitate addition over the New Broad Street Municipal Parking Lot and to provide an option for the Village to exercise development rights on certain related Neri Bakery Properties on Pearl and Smith Streets for a potential new structured parking lot and to authorize Neri Bakery to make application to Planning Commission for site plan approval for such addition	AWAITING RESOLUTION
21	Disposition of appeal from determination of Taxi Commission	
22	Failing The Probationary Term of a Police Officer	

IX	CORRESPONDENCE	ACTION
1	From the Parish of St. John Bosco requesting permission to have a procession on December 11, 2023	
X	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

CALL TO ORDER
PLEDGE OF ALLEGIANCE

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**

UPDATE FROM THE BUILDING INSPECTOR

DISCUSSION

DISCUSSIONS

#1

DISCUSSIONS

#2



VILLAGE OF PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

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

Clerk@PortChesterNY.Gov • www.PortChesterNY.Gov

Board of Taxi Commission

July 18, 2023

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

Dear Mayor and Board,

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

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

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

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

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

Thank you for your consideration.

Sincerely,

Paul Gerardi

Paul Gerardi
Chair

[003 by L.L. No. 10-2003¹⁴]

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

A.

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

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

B.

Children.

(1)

Ages five to 12 years.

(a)

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

[1]

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

[2]

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

(b)

The above is based on a per-stop basis.

(2)

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

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

C.

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

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

D.

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

E.

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

F.

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

G.

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

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

(1)

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

(2)

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

B.

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

C.

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

D.

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

(1)

Taxi User's Bill of Rights.

(a)

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

(b)

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

(c)

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

(d)

Taxi operators may not solicit or refuse an orderly fare.

(e)

Taxi operators must produce identification on request.

(f)

Taxi operators may not smoke in the taxicab.

(g)

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

(2)

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

MINUTES

**MINUTES
BOARD OF TRUSTEES
SPECIAL MEETING
TOWN OF RYE JUSTICE COURTROOM
350 NORTH MAIN STREET
VILLAGE OF PORT CHESTER, NEW YORK
MEETING HELD WEDNESDAY, OCTOBER 11, 2023 AT 6:00 PM**

Meeting was called to order by Mayor Marino, followed by the Pledge of Allegiance. Mayor Marino welcomed all present.

PRESENT:

Mayor Luis A. Marino
Trustee John J. Allen, Jr.
Trustee Juliana C. Alzate (Arrived at 06:08 p.m.)
Trustee Joseph E. Carvin, Jr.
Trustee Philip Dorazio
Trustee Joan Grangenois-Thomas

ABSENT:

Trustee Bart A. Didden

ALSO PRESENT:

Village Clerk, Janusz R. Richards
Village Manager, Stuart Rabin
Village Attorney, Anthony Cerreto
Acting Director of Planning and Economic Development, Curt K. Lavalla
General Foreman (DPW), Rocco Cambareri

On motion of TRUSTEE DORAZIO, seconded by TRUSTEE ALLEN the meeting was declared opened at 06:04 p.m.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: Trustees Didden.

DATE: October 11, 2023.

Mayor Marino briefly mentioned the recent events. He is saddened by the loss of life for those in Israel. Mayor Marino asked for a moment of silence for the victims and their families.

Trustee Grangeniois-Thomas announced there will be a vigil in Lyon Park for Israel on Saturday, October 14, 2023 at 5:00 pm.

WORKSHOP

The Board discussed the following items:

Raising the Flag of the Country of Israel on Village flag poles and the length of time

Trustee Grangeniois-Thomas is in support of flying the Flag of Israel in the square, but would also like to see it in Lyon Park where the vigil will be held.

Trustee Dorazio spoke on behalf of the Italian Heritage Committee to express that they are willing to take the Italian Flag down to show support to Israel.

Trustee Carvin thanked the Board for their swift action and is in full support.

RESOLUTIONS

Motion to Amend Resolution

Prior to adoption of the resolution below TRUSTEE GRANGENOIS-THOMAS made a motion to amend the resolution by:

- Changing the line “against state-sponsored terrorism” to “against terrorism in all forms including state-sponsored terrorism”
- Adding “Westchester & Main Street and Lyon Park until further notice” in the last paragraph

There being no objection, on motion of TRUSTEE GRANGENOIS-THOMAS, seconded by TRUSTEE DORAZIO, the motion to amend the resolution was adopted by the Board of Trustees of the Village of Port Chester, New York.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: Trustees Didden.

DATE: October 11, 2023.

RESOLUTION #1

DISPLAYING THE FLAG OF THE STATE OF ISRAEL

On motion of TRUSTEE DORAZIO, seconded by TRUSTEE GRANGENOIS-THOMAS, the following resolution was **adopted as amended** by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, on October 7, 2023, Hamas engaged in a surprise attack on the State of Israel resulting in mass abduction of civilian hostages, murder of innocent civilians, including infant children and widespread destruction of civilian populated areas; and

WHEREAS, news reports evidence the heinous and barbaric acts committed in the name of an organization committed to nothing less than the destruction of Israel; and

WHEREAS, the Board desires to stand in solidarity with the citizens of the State of Israel and send a strong message against terrorism in all forms including state-sponsored terrorism which should have no place in the civilized world. Now, therefore, be it

RESOLVED, that the Board of Trustees desires that the flag of the State of Israel be appropriately displayed at Westchester & Main Street and Lyon Park until further notice.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: Trustees Didden.

DATE: October 11, 2023.

Add-On Resolution

Following the Resolution portion of the meeting MAYOR MARINO asked for a motion to consider an add-on resolution to allow the displaying of a banner supporting the people of Israel.

TRUSTEE GRANGENOIS-THOMAS made a motion to consider an add-on resolution to allow the displaying of a banner supporting the people of Israel.

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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: Trustees Didden.

DATE: October 11, 2023.

RESOLUTION #2

DISPLAYING THE BANNER IN SUPPORT OF THE STATE OF ISRAEL

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

RESOLVED, that the Board of Trustees desires that a banner in support of the State of Israel be displayed at the Senior Center until further notice.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: Trustees Didden.

DATE: October 11, 2023.

Prior to adjourning the meeting Mayor Marino and Trustee Dorazio encourage all to attend the Multi Municipal, Interfaith gathering in the Lyon Park Gazebo on Saturday, October 14, 2023 at 5:00 P.M. in support of the State of Israel.

Mayor Marino asked for a motion to adjourn the meeting.

On a motion of TRUSTEE DORAZIO, seconded by TRUSTEE ALLEN, the meeting was adjourned at 06:16 p.m.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: Trustees Didden.

DATE: October 11, 2023.

Respectfully submitted,



Janusz R. Richards
Village Clerk

**MINUTES
BOARD OF TRUSTEES
REGULAR MEETING
TOWN OF RYE JUSTICE COURTROOM
350 NORTH MAIN STREET
VILLAGE OF PORT CHESTER, NEW YORK
MEETING HELD MONDAY, OCTOBER 16, 2023 AT 6:30 PM**

PRESENT:

Mayor Luis A. Marino
Trustee John J. Allen, Jr.
Trustee Juliana C. Alzate (Arrived at 06:32 p.m.)
Trustee Joseph E. Carvin, Jr. (Arrived at 07:00 p.m.)
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
Acting Director of Planning and Economic Development, Curt K.
LaValla
Village Prosecutors James Tobin, Esq and Arthur Bernardin, Esq.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE GRANGENOIS-THOMAS the meeting was declared opened at 06:30 p.m.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: Trustees Carvin and Alzate.

DATE: October 16, 2023.

MOTION FOR EXECUTIVE SESSION

At 06:30 p.m., on motion of TRUSTEE DORAZIO, seconded by TRUSTEE DIDDEN the Board adjourned into an executive session to consultation with Village Prosecutors.

ROLL CALL

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

DATE: October 16, 2023.

ALSO PRESENT:

Village Clerk, Janusz R. Richards
Village Manager, Stuart Rabin
Corporation Counsel, Attorney Peter Sisca
Village Attorney, Anthony Cerreto
Village Prosecutors James Tobin, Esq and Arthur Bernardin, Esq.

No action was taken in executive session.

At 07:08 p.m., a motion to come out of executive session was made by TRUSTEE GRANGENOIS-THOMAS, seconded by TRUSTEE DIDDEN the Board of Trustees closed the executive session.

ROLL CALL

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

DATE: October 16, 2023.

Meeting was called to order by Mayor Marino followed by The Pledge of Allegiance.

Mayor Marino welcomed all present and asked for a minute of silence for all the victims in Israel.

PRESENTATION

Ms. Lesley Findlay Director of Operations for Soul Ryeders gave the following brief presentation.



HALF MARATHON & 5K 2024 PROPOSAL



SOUL RYEDERS' MISSION

SOUL RYEDERS provides personalized resources, innovative programs and community support to anyone in the New York Tri-State area impacted by any type of cancer.

- We serve anyone affected by any type of cancer from diagnosis, treatment, recovery and survivorship.
- Small organization with wide reach. Started as a small Rye-centric, volunteer-led organization to one that serves New York, New Jersey and Connecticut.
- Over 250 SOUL RYEDERS walkers participated in the Avon39 Walk to End Breast Cancer 2007 - 2017. The SOUL RYEDERS team raised over \$1 million.
- Annually we engage 400+ volunteers through our programs and events, including all ages and demographics.
- Major participant in the Westchester Triathlon since 2014. Our Kids Tri team numbers 100+ annually.
- Our 10 Year Anniversary in 2017 was celebrated in Rye Town Park by over 400 people and included the unveiling of the SOUL RYEDERS' labyrinth, our gift back to our community.
- 2023 marked the 10th annual TieTheTownPink campaign which saw 2,000 pink ribbons tied by 200 volunteers throughout Westchester County and beyond.
- Long-standing, successful relationships with other nonprofits and government agencies

SOUL RYEDERS' LEARNINGS

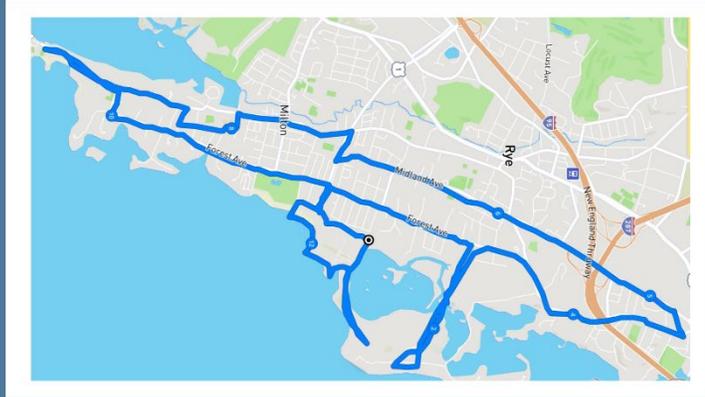
Post-event SOUL RYEDERS met with each of our partners, sent out event surveys to every participant to gain insight for planning 2024 event

- Adjust the course to eliminate the Playland Parkway to 95 portion for increased safety
- Ensure more detailed timing of races and map of course is included in all pre-race communications to the community. (Ex: these details will be sent to the houses of worship so they can publish to their congregants)
- Engage more local businesses
- Extend the course into the Village of Port Chester
- Create a mentor/pace runner program for our clients
- Larger medical tent for White Plains Hospital; on-site ice freezer
- Better direction for the volunteer/run-off parking

2024 EVENT PARTNERS

- Rye City Council
- Rye City Manager and Rye Police Commissioner of Safety
- Village of Port Chester Board of Trustee
- Port Chester Police Department
- Standard Amusements/Playland
- County Legislator, Catherine Parker
- Westchester County Police
- Rye Town Park and Edith Read Sanctuary
- ARE Event Production (race mgmt company)
- Port Chester, Rye, Rye Brook EMS
- White Plains Hospital

2024 Proposed Route



Proposed route now extends into part of Village of Port Chester (Grace Church St to Sand St to Midland Ave); optimized for safety as well as enjoyment of participants.

INSURANCE, LIABILITY WAIVERS, PERMITS

- As per 2023, SOUL RYEDERS will work with our insurance carrier to included all entities as co-insured for this event
- SOUL RYEDERS' attorneys, ProBono Partnership, created a solid liability waiver for all participants and volunteers
- SOUL RYEDERS' will work with NYDOT to obtain permit for the Sand Street to Cottage Street portion of Port Chester

EVENT SCHEDULE

Saturday, May 18, 2024:

9am - 3pm: Race packet pick-up at Playland pool parking lot
On-site registration at Playland pool parking lot
Start / Finish Line and finish chute barricade set-up at Playland main parking lot
Route markers placed
Set up materials to be locked up overnight

Sunday, May 19, 2024:

5am - 7:45am: On-site registration at Playland main parking lot
Race mgmt place water stations throughout course
8:00am: Start of Half Marathon
5K to start after marathoners
10:00am: Last of 5K walkers are through Playland property
11:30am - 12:00pm: Last walker/runner crosses Finish Line
3:00pm: Playland main parking lot is clear of all event materials

SOUL RYEDERS is excited about this event and what it could mean for the Port Chester community. We anticipate this event bringing together people of all ages to participate in various ways.

We ask the Village of Port Chester Board of Trustees for permission to hold this event on Sunday, May 19, 2024.

PUBLIC COMMENTS

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

Comments were made by a member of the public.

MINUTES

Mayor Marino asked for a motion to accept the minutes of September 27, 2023 and October 2, 2023.

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, The Board of Trustees accepted the minutes of September 27, 2023 and October 2, 2023.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: October 16, 2023.

REPORT OF THE VILLAGE MANAGER

The Village Manager began by informing the Board that the annual Halloween in the Park will be held on October 25, 2023 in Lyon Park. The stormwater workshop held the past Wednesday was successful and had a large turnout. Delaware will be preparing a bid for two stormwater issues and one sanitary water issue. A bid was received for cleaning the Bulkley drain, and in November this item will be before the Board for review.

RESOLUTIONS

RESOLUTION #1

CAPITAL PROJECT & GENERAL FUND BUDGET AMENDMENT – CAPITAL PROJECT #2022-252 (ALTO AVENUE STORM SEWER PROJECT – CONSTRUCTION PHASE)

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, in order to facilitate the construction phase of the Alto Avenue Storm Water Drainage Improvements project a budget amendment in the amount of \$430,000 must be authorized; and

WHEREAS, this budget amendment includes a federal funding source Community Development Block Grant (CDBG) administered through Westchester

WHEREAS, the Village of Port Chester advertised for competitive bids for the Alto Avenue Storm Sewer Project (Bid No.: 2023-18); and

WHEREAS, 8 bids were submitted; and

WHEREAS, VAD Construction Corp., 777 Westchester Avenue, Suite 101, White Plains, New York 10604; was the lowest responsible bidder in the amount of \$427,081.00 and meets all bid requirements; and

WHEREAS, through the Village Manager, the village’s consulting engineers, Delaware Engineering, recommends that such bid be accepted. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the Alto Avenue Storm Sewer Project (Bid No.: 2023-18) to VAD Construction Corp. in the amount of \$427,081.00; and be it further

RESOLVED, that the Village Manager is authorized to enter into the requisite agreement with the contractor for such work.

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: October 16, 2023.

RESOLUTION #3

DECLARING VILLAGE PROPERTY SURPLUS TO VILLAGE NEEDS AND AUTHORIZING ITS DISPOSAL

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

WHEREAS, the General Foreman has identified certain items of village property that are beyond their useful life and/or in need of extensive repair or are otherwise surplus to village needs; and

WHEREAS, Board action is required to dispose of such property. Now, therefore, be it

RESOLVED, that the following items of property shall be disposed by private auction on such terms and conditions as determined by the Village Manager or his designee in the best interest of the Village of Port Chester:

Vehicles

<u>Make/Model</u>	<u>Year</u>	<u>Vehicle Identification Number</u>
Ford F-600 (boom truck)	1993	1FDNF60J1PVA05703
Kawasaki	2002	JK1AFCE142B519768
Chevrolet Impala	2002	2G1WF55K229362316
Chevrolet Tracker	2003	2CNBE18C336948396
Ford Crown Victoria	2007	2FAHP71W97X162298
Chevrolet Impala	2010	2G1WD5EN4A11478878
Chevrolet Impala	2010	2G1WD5EM1A1147031
Chevrolet Impala	2012	2G1WD5E3XC1150746
Chevrolet Impala	2013	2G1WD5E3OD1256902

Generators

<u>Make</u>	<u>Description</u>	<u>Serial Number</u>
Cummins	400 kW and 500KVA	B040606333
Kohler	102 kW and 128 KVA	5GM322BLK
Olympian	50kW and 62.5KVA	E0969A/001

Boats

<u>Make/Model</u>	<u>Year</u>	<u>Serial Number</u>
MayCraft Center Console	1997	MBL02618C797

Other Property

1990 - RC-15A Rim Clamp Tire Machine
2015-36 Intertel (PAC2K3615(#508499) Cooling Tower
2015- VariTech Industries Brine Mixer

and be it further

RESOLVED, that the proceeds from such disposal by auction shall be credited to General Fund Revenue Line Item "Sale of Surplus Equipment" 1.1.2665.

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: October 16, 2023

Add-on Resolution

Following the Resolution section of the meeting, Trustee Didden asked for a motion to add-on a resolution No. 4, 5, 7 and 8 as provided by the Clerk.

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

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: October 16, 2023.

RESOLUTION #4 (ADD-ON)

**ACCEPTANCE AND APPROVAL OF ANDREW COON
AS A MEMBER TO THE HARRY HOWARD HOOK & LADDER CO. NO. 1**

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE ALZATE, the Board of Trustees accepted the election of ANDREW COON 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/she is qualified as an interior or exterior firefighter and has been cleared by the NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: October 16, 2023.

RESOLUTION #5 (ADD-ON)

AWARDING BID FOR 2023 SIDEWALK PROGRAM

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

WHEREAS, the Village of Port Chester advertised for competitive bids for the 2023 Sidewalk Program (Bid No.: 2023-11); and

WHEREAS, four bids were submitted; and

WHEREAS, Cirone Construction & Carting, 1 Fallsview Lane, Brewster, New York 10509 was the lowest responsible bidder in the amount of \$539,323.00 (base bid) and \$86,400 (bid alternate) for a total bid of \$625,723.00 which meets all bid requirements; and

WHEREAS, through the Village Manager, the village's consulting engineers, Delaware Engineering, recommends that such bid be accepted. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the 2023 Sidewalk Program (Bid No.: 2023-11) to Cirone Construction & Carting in the total bid amount of \$625,723.00; and be it further

RESOLVED, that the Village Manager is authorized to enter into the requisite agreement with the contractor for such work; and be it further

RESOLVED, that funds are appropriated in Capital Project expenditure line item H.5110.400.2016.178

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: October 16, 2023.

RESOLUTION #6 (ADD-ON)

**BUDGET AMENDMENT – FISCAL YEAR 2023-2024 GENERAL FUND
SPECIAL LITIGATION COUNSEL**

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, from time to time the Village of Port Chester has utilized special counsel for specialized matters or in the event of a conflict; and

WHEREAS, the Village has been the subject of most recent, non-covered litigation that requires support; and

WHEREAS, the Village engaged in a public, competitive process seeking proposals from law firms to submit proposals to act in the capacity of special litigation counsel on an “as-needed” basis (RFP No. 2023-16); and

WHEREAS, such assignments would be subject to budgetary authorization following consultations with the Village Attorney to confirm the expected nature and extent of services, together with an estimate of the time and cost of services for the litigation of the particular matter; and

WHEREAS, a budget amendment is initially required to facilitate a retainer for professional legal services for this subject matter. Now, therefore be it

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

GENERAL FUND

Revenues:

A.4995 Appropriated Fund Balance \$50,000.00

Appropriations:

A.1420.401

Specialized Litigation

\$50,000.00

Approved as to Form:



Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: October 16, 2023.

RESOLUTION #7 (ADD-ON)

AWARD FOR SPECIAL LITIGATION COUNSEL

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, from time to time the Village of Port Chester has utilized special counsel for specialized matters or in the event of a conflict; and

WHEREAS, the Village has been the subject of most recent, non-covered litigation that requires support; and

WHEREAS, the village engaged in a public, competitive process seeking proposals from law firms to submit proposals to act in the capacity of special litigation counsel on an “as-needed” basis (RFP No. 2023-16); and

WHEREAS, such assignments would be subject to budgetary authorization following consultations with the Village Attorney to confirm the expected nature and extent of services, together with an estimate of the time and cost of services for the litigation of the particular matter; and

WHEREAS, three proposals have been received; and

WHEREAS, the Village Manager and Village Attorney have reviewed such proposals and have recommended a proposer for award. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby makes the award for Special Litigation Counsel (RFP No. 2023-16) to Sokoloff Stern, LLP, 179 Westbury Avenue, Carle Place, New York 11514 with a rate of compensation of \$285/hour for partners, \$265/hour for associates and \$125/hour for paralegals.

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: October 16, 2023.

CORRESPONDENCES

From Daniel Vanegas requesting an appeal hearing regarding the Taxi Commission's decision to suspend his driver license for 3 weeks

The Board scheduled the hearing for Wednesday November 1, 2023

From Port Chester Seventh-day Adventist Church regarding free food on Tuesdays on Terrace Avenue in front of the Senior Housing

The Board referred the correspondence to staff without objection.

PUBLIC COMMENTS AND BOARD COMMENTS

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

The public and the Board of Trustees had an opportunity to make public comments at the end of the meeting.

Mayor Marino asked for a motion to adjourn the meeting.

On a motion of TRUSTEE DIDDEN, seconded by TRUSTEE DORAZIO, the meeting was adjourned at 08:41 p.m.

ROLL CALL

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

NOES: None.

RECUSE: None.

ABSENT: None.

DATE: October 16, 2023.

Respectfully submitted,



Janusz R. Richards
Village Clerk

PUBLIC COMMENTS

REPORT
OF
THE VILLAGE MANAGER

RESOLUTIONS

RESOLUTION

AUTHORIZING THE VILLAGE ATTORNEY TO ENTER INTO THE SECOND AMENDED ORDER OF DISMISSAL WITH RESPECT TO THE VILLAGE OF PORT CHESTER IN THE MATTER OF SAVE THE SOUND AND ATLANTIC CLAM FARMS OF CONNECTICUT, INC. V. WESTCHESTER COUNTY, NY; TOWN/VILLAGE OF HARRISON; VILLAGE OF LARCHMONT; TOWN OF MAMARONECK; CITY OF NEW ROCHELLE; VILLAGE OF PELHAM MANOR; CITY OF RYE; VILLAGE OF RYE BROOK; AND VILLAGE OF SCARSDALE

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, in 2015, Save the Sound and Atlantic Clam Farms of Connecticut, Inc. (“Plaintiffs”) commenced an action in the United States District Court asserting, *inter alia*, that the County of Westchester and eleven municipalities in the County, including the Village of Port Chester, were in violation of certain provisions of the Clean Water Act (33 U.S.C. § 1365 *et seq.*); and

WHEREAS, Plaintiffs agreed to the dismissal of this action as against Port Chester pursuant to the provisions of a Consent Order entered by the Court on October 12, 2017 (“Consent Order”) (Docket No. 88), subject to this Court’s retention of jurisdiction to enforce the Consent Order, as amended by an Amended Order of Dismissal entered by the Court on April 27, 2020 (“Amended Order”); and

WHEREAS, the termination date of the Amended Order was defined by when a 2016 Intermunicipal Agreement with Westchester County and a 2009 Administrative Order with the U.S. Environmental Protection Agency (EPA) each terminated; and

WHEREAS, Port Chester has adopted a Five-Year Plan for ongoing improvements to its sanitary sewer system providing for an additional \$35 million in strategic upgrades and repairs to its sanitary sewer system; and

WHEREAS, although the EPA Order has been terminated, the County IMA has not been terminated despite the Village’s request that it do so; and

WHEREAS, following negotiations with Plaintiffs’ attorneys, the Village’s special outside counsel, Sive, Paget & Riesel, recommends that the consent order be modified to establish a clear termination date for Plaintiffs’ review of and the Court’s

ongoing jurisdiction over Port Chester's efforts to eliminate sources of stormwater from its sanitary sewer system in order to achieve compliance with the Clean Water Act.; and

WHEREAS, such action will bring well-deserved finality to this protracted litigation against Port Chester. Now, therefore, be it

RESOLVED, that the Village Attorney is hereby authorized to enter into a Second Amended Order of Dismissal in the above-referenced action, material terms of which are summarized as follows:

1. This Second Amended Order shall be effective when it is entered by the Court.
2. Port Chester agrees and admits that it has an obligation to comply with the applicable flow limits of the County Sewer Act.
3. By December 31, 2023, Port Chester shall provide to Plaintiffs copies of all reports it has submitted to the EPA, the New York State Department of Environmental Conservation, and the County of Westchester concerning Port Chester's efforts to comply with the Clean Water Act, the IMA, the Five Year Plan, or the flow limits of the County Sewer Act.
4. By December 31, 2023, Port Chester shall provide updated information as to work performed to its sanitary sewer system.
5. Port Chester shall pay a sum of fifteen thousand dollars (\$15,000) as full and complete satisfaction of Plaintiffs' claims for attorneys' fees and costs incurred to date, including for monitoring compliance with the prior orders of this Court, payable to Plaintiff's attorneys, the Super Law Group within five (5) business days of the Effective Date by check or electronic transfer, payable to "Super Law Group, LLC Attorney Trust – IOLA" which will be deposited in Super Law Group's IOLA Trust Account for the benefit of Plaintiffs.
6. This Second Amended Consent Order shall not constitute an admission of liability or responsibility for any claims, costs, or damages asserted in the Complaint. This Second Amended Consent Order shall not be useable by any party in any action or proceeding, except in any action or proceeding brought to enforce the terms of this Second Amended Order.
7. Notwithstanding the dismissal of the litigation against Port Chester, the Court shall maintain jurisdiction over Port Chester to enforce the terms of this Second Amended Order. Unless a motion seeking to enforce this order is filed with the Court on

or before March 31, 2024, the Court's jurisdiction over Port Chester for the purpose of enforcing this Second Amended Order shall terminate on April 1, 2024.

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SAVE THE SOUND and ATLANTIC CLAM FARMS OF
CONNECTICUT, INC.,
Plaintiff,

Case No. 19-cv-06323-CS

v.

WESTCHESTER COUNTY, NY; TOWN/VILLAGE OF
HARRISON; VILLAGE OF LARCHMONT; TOWN OF
MAMARONECK; CITY OF NEW ROCHELLE;
VILLAGE OF PELHAM MANOR; CITY OF RYE;
VILLAGE OF RYE BROOK; and VILLAGE OF
SCARSDALE,
Defendant.

SECOND AMENDED ORDER OF DISMISSAL
WITH RESPECT TO
DEFENDANT VILLAGE OF PORT CHESTER

This Second Amended Consent Order is entered by the Court upon the agreement of Plaintiffs Save the Sound and Atlantic Clam Farms of Connecticut, Inc. (collectively, “Plaintiffs”) and defendant Village of Port Chester (“Port Chester”) (collectively, the “Parties”).

WHEREAS, Plaintiffs commenced this action asserting, *inter alia*, claims that Port Chester was in violation of provisions of the Clean Water Act (33 U.S.C. § 1365 *et seq.*);

WHEREAS, Port Chester is obligated to comply with the applicable flow limits in the Westchester County Environmental Facilities Sewer Act set forth in Chapter 824 of the Laws of Westchester County (“County Sewer Act);

WHEREAS, Port Chester represented that, in 2013, it commenced in a five-year plan for completing a sanitary sewer evaluation study (“SSES”) to identify sources of inflow and infiltration that, when rehabilitated, would allow Port Chester to comply with the flow limits of the County Sewer Act;

WHEREAS, Port Chester represented that, since 2013, it has been concurrently making repairs on an ongoing basis to its sanitary sewer system to eliminate inflow and infiltration and to remediate issues identified in the SSES;

WHEREAS, Port Chester was subject to an Administrative Order issued by the United States Environmental Protection Agency (“EPA”), dated August 5, 2010, concerning Port Chester’s sewer system (“EPA Administrative Order”);

WHEREAS, Port Chester entered into an intermunicipal agreement (“IMA”) with the County of Westchester (the “County”), dated November 16, 2016, which requires, *inter alia*, Port Chester to complete its SSES to identify sources of inflow or infiltration that, when rehabilitated, would allow Port Chester to begin to comply with the applicable flow limits of the County Sewer Act;

WHEREAS, Plaintiffs and Port Chester agreed to the dismissal of this action as against Port Chester pursuant to the provisions of a consent order entered by the Court on October 12, 2017 (“Consent Order”) (Docket No. 88), subject to this Court’s retention of jurisdiction to enforce the Consent Order, as amended by an amended order of dismissal entered by the Court on April 27, 2020 (“Amended Order”) (Docket No. 142);

WHEREAS, the termination date of the Amended Order was defined by “when the IMA and the EPA Administrative Order have been terminated by the County of Westchester and the EPA, respectively,” Amended Order ¶ 13;

WHEREAS, the Parties intended that the commitments contained in the Amended Order did constitute binding, enforceable obligations, including certain deadlines;

WHEREAS, the Amended Order provided that Port Chester would complete all work required by its SSES by September 30, 2020 or incur stipulated Environmental Benefit Payments (“EBPs”), Amended Order ¶ 8;

WHEREAS, Port Chester completed all work required by its SSES by November 13, 2020, incurring EBPs of \$11,600, which were directed towards producing a video for the Village’s outreach and education for its new laterals, sump pumps, and grease trap laws;

WHEREAS, EPA has terminated the EPA Administrative Order;

WHEREAS, the IMA has not been terminated by the County of Westchester;

WHEREAS, data from flow monitoring performed in 2020 show that Port Chester reduced exceedances of the County Sewer Act’s flow limitations from approximately 46% days of overages to approximately 14% days of overages (Ex. A at 76–93 (Appendix 4));

WHEREAS, on May 24, 2022, the New York State Department of Environmental Conservation (“DEC”) issued a Notice of Violation to Port Chester for sanitary sewage overflows (“SSOs”) from the Port Chester sanitary sewer system into the Byram River, a tributary to Long Island Sound, on the following dates: Dec. 4, 2019; Dec. 5, 2019; Aug. 31, 2021; Sept. 2, 2021; Oct. 26, 2021; and Feb. 16, 2022 (Ex. A at 45);

WHEREAS, Port Chester has conducted additional assessments of its sanitary sewer system and determined that inadequate capacity was a key cause of these SSOs, in addition to sources of inflow and infiltration and illicit connections (Ex. A at 4);

WHEREAS, Port Chester has adopted a five-year plan for ongoing improvements to its sanitary sewer system, attached hereto as **Exhibit A** (the “Five Year Plan”), providing for an additional \$35 million in upgrades and repairs to its sanitary sewer system;

WHEREAS, the Five Year Plan includes additional smoke testing to identify and remediate ongoing issues within the Port Chester sanitary sewer system; replacing and upgrading the oldest pipes; revitalization and cleanup of the Port Chester storm sewer system, including bulkhead revitalization projects and sewer line improvements along the Byram River and Long Island Sound; additional enforcement efforts to eliminate illicit discharges of stormwater into Port Chester’s sanitary sewer system; and capital investment to ensure Port Chester’s sewers are prepared for future growth and maintenance costs;

WHEREAS, some elements of the Five Year Plan will eliminate sources of stormwater (such as inflow and infiltration and illicit connections) from the Port Chester sanitary sewer system, but the vast majority of the work is intended to increase the capacity of the Port Chester sanitary sewer system in light of past and projected population growth and/or to improve or modernize its riverfront and coastline infrastructure and buffer zones;

WHEREAS, the County and DEC are monitoring implementation of the Five Year Plan;

WHEREAS, Plaintiffs and Port Chester now agree to modify the consent order to establish a clear termination date for Plaintiffs’ review of and the Court’s ongoing jurisdiction over Port Chester’s efforts to eliminate sources of stormwater from the Port Chester sanitary sewer system in order to achieve compliance with the Clean Water Act; and

WHEREAS, this Second Amended Order shall be submitted to the United States Department of Justice and the United States Environmental Protection Agency for the 45-day statutory review period, pursuant to 33 U.S.C. § 1365(c), prior to entry by the Court;

NOW, THEREFORE, without the trial of any issue of fact or law, without the admission by Port Chester of any of the facts or violations alleged in the Complaint, upon consent of the Parties, and upon consideration of the mutual promises contained herein,

IT IS HEREBY STIPULATED BETWEEN THE PARTIES AND ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. This Second Amended Order shall come into effect on the date it is entered by the Court (the “Effective Date”).
2. Port Chester agrees and admits that it has an obligation to comply with the applicable flow limits of the County Sewer Act.

3. By December 31, 2023, Port Chester shall provide to Plaintiffs copies of all reports it has submitted to the EPA, the New York State Department of Environmental Conservation, and the County of Westchester concerning Port Chester's efforts to comply with the Clean Water Act, the IMA, the Five Year Plan, or the flow limits of the County Sewer Act.

4. By December 31, 2023, Port Chester shall provide the information in the Repair Information Sheet, attached hereto as **Exhibit B**, to Plaintiffs.

5. Port Chester shall pay a sum of fifteen thousand dollars (\$15,000) as full and complete satisfaction of Plaintiffs' claims for attorneys' fees and costs incurred to date, including for monitoring compliance with the prior orders of this Court. Port Chester has placed the payment in escrow with its attorney. Port Chester hereby authorizes and instructions its attorney to transfer the payment to Super Law Group within five (5) business days of the Effective Date by check or electronic transfer. A check shall be payable to "Super Law Group, LLC Attorney Trust – IOLA" and will be deposited in Super Law Group's IOLA Trust Account for the benefit of Plaintiffs.

6. Plaintiffs and Port Chester agree that the deadlines and obligations contained in this Second Amended Order do not affect or modify any dates or deadlines for Port Chester to perform any act that are contained in any other order or agreement or as required by law.

7. This Second Amended Consent Order shall not constitute an admission of liability or responsibility for any claims, costs, or damages asserted in the Complaint. This Second Amended Consent Order shall not be useable by any party in any action or proceeding, except in any action or proceeding brought to enforce the terms of this Second Amended Order.

8. Notwithstanding the dismissal of the litigation against Port Chester, the Court shall maintain jurisdiction over Port Chester for the purpose of enforcing the terms of this Second Amended Order. Unless a motion seeking to enforce this order is filed with the Court on or before March 31, 2024, this Court's jurisdiction over Port Chester for the purpose of enforcing this Second Amended Order shall terminate on April 1, 2024.

Dated: _____

Village of Port Chester

By:
Title:

Dated: _____

Save the Sound

By:
Title:

Dated: _____

Atlantic Clam Farms of Connecticut, Inc.

By:
Title:

ENTERED and DATED this ____ day of _____, 2023

Honorable Cathy Seibel
United States District Judge

MEMORANDUM

To: Port Chester Village Board of Trustees
From: Adam Stolorow - Sive, Paget & Riesel P.C.
Re: Proposed Final Settlement with Save the Sound
Date: October 10, 2023

Since 2017, the Village has been subject to a consent order in the *Save the Sound v. Westchester County* case. Under the terms of the consent order, the Village performed substantive sewer repair work, but the consent order was purposefully structured to avoid giving Save the Sound additional oversight in deciding whether the Village had come into compliance with the flow limits of the County Sewer Act. Instead, the consent order was structured to end when the Village's preexisting administrative order with the EPA and intermunicipal agreement (IMA) with the County had both terminated. While EPA signed off on the termination of its administrative order in 2020, the County for years has refused to accept the Village's work as complete under its 2016 IMA even though all substantive work under the IMA has been completed. As a result, the Village has continued to live under the threat that Save the Sound might allege that the Village has not complied with the consent order. Although we have attempted to negotiate with the County to end the IMA, the County continues to delay the process even after the Village informed the County of its current five-year plan to upgrade its trunk sewer and remove direct sources of inflow.

On September 19, 2023, Save the Sound notified the Village that it had reviewed the Village's five-year plan and believes the work involved will substantially improve compliance with the flow limitations of the County Sewer Act. In light of the Village's commitment to undertake this next round of work, Save the Sound has offered to permanently settle its litigation with the Village and dismiss Port Chester from the federal litigation in exchange for Save the Sound's past costs (attorney and engineering fees) of monitoring Port Chester's compliance with the consent decree over the last six years, which it claims amount to \$20,000. We were able to negotiate those costs down to \$15,000. Save the Sound is also requesting one final update from the Village by December 31, 2023 summarizing its sewer repair work/expenditures.

We believe that Save the Sound's offer provides a good opportunity for the Village to permanently settle its federal litigation that has been lingering as a result of the County's inaction. The proposal presented by Save the Sound has advantages over both of the Village's prior options that it was considering: 1) enter into a second IMA with the County under which the County would supervise the Village's five-year plan; or 2) amend the consent decree to have Save the Sound supervise the Village's five-year plan. Either of those two options would have involved ongoing outside counsel fees. The second option, while providing certainty about ending the consent decree, would have also involved five years of future oversight fees by Save the Sound as well as a continuing consent decree. Save the Sound's current offer includes finality in the federal litigation (it will expire on April 1, 2024) with no ongoing oversight (except for any reports the Village decides to voluntarily provide to the County on the status of its progress). We therefore recommend that the Village Board approve the final settlement agreement with Save the Sound.

RESOLUTION

**RES 02
11-06-2023**

BID AWARD FOR THE COLUMBUS PARK UPGRADES PROJECT

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

WHEREAS, the Village of Port Chester advertised for competitive bids for the Columbus Park Upgrades Project (Bid No. 2023-22); and

WHEREAS, two bids were received; and

WHEREAS, through the Village Manager, the village's consulting engineers, Delaware Engineering, D.P.C., reports that Pat Corsetti, Inc. is the lowest responsible bidder and that its bid complies with all bid requirements. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the Columbus Park Upgrades Project (Bid No.: 2023-22) to Pat Corsetti, Inc., 610 Fenimore Road, Mamaroneck, New York 10543, in the amount of \$83,360; and be it further

RESOLVED, that the Village Manager be and is hereby authorized to enter into the requisite agreement with the contractor; and be it further

RESOLVED, that funding for this project has been appropriated in Capital Fund expenditure line item H.7110.400.2021.241 (Columbus Park Improvements).

Approved as to Form:



Anthony M. Cerreto, Village Attorney



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

Mr. Stuart Rabin
Village Manager
Village of Port Chester
222 Grace Church St,
Port Chester, NY 10573

Wednesday, October 25, 2023

Subject: Columbus Park Upgrades
Bid No. 2023-22 opened on 10/12/2023
Recommendation to Award

Dear Mr. Rabin,

Bids were received on October 12th, 2023 at Village Hall for Bid No. 2023-22, Columbus Park Upgrades. Two (2) bids were received, a bid tabulation is provided below. We have reviewed the bids, and determined that the low bidder is a responsive and qualified contractor. We recommend the project be awarded to **Pat Corsetti, Inc.** for the total amount of **\$83,360.00**.

<u>Contractor</u>	<u>Bid Total</u>
Pat Corsetti, Inc.	\$ 83,360.00
<i>Empire Group, LLC</i>	<i>\$ 349,750.00</i>

Feel free to call me any time at (518) 452-1290 (office), or (201) 839-7548 (Mobile) if you have any questions or concerns.

Sincerely,

James Cavalari
Project Engineer

RESOLUTION

RES 03
11-06-2023

BID AWARD FOR THE COLUMBUS PARK FENCE INSTALLATION PROJECT

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

WHEREAS, the Village of Port Chester advertised for competitive bids for the Columbus Park Fence Installation Project (Bid No. 2023-14); and

WHEREAS, six bids were received; and

WHEREAS, through the Village Manager, the village’s consulting engineers, Delaware Engineering, D.P.C., reports that WBE Fence Company is the lowest responsible bidder and that its bid complies with all bid requirements. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the Columbus Park Fence Installation Project (Bid No.: 2023-14) to WBE Fence Company, 11 Deer Court, Brewster, New York 10509 in the amount of \$56,755.00; and be it further

RESOLVED, that the Village Manager be and is hereby authorized to enter into the requisite agreement with the contractor; and be it further

RESOLVED, that funding for this project has been appropriated in Capital Fund expenditure line item H.7110.400.2021.241 (Columbus Park Improvements).

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

**RES 04
11-06-2023**

BID AWARD FOR THE BULKLEY DRAIN DEBRIS REMOVAL PROJECT

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

WHEREAS, the Village of Port Chester advertised for competitive bids for the Bulkley Drain Debris Removal Project (Bid No. 2023-23); and

WHEREAS, one bid was received; and

WHEREAS, through the Village Manager, the village's consulting engineers, Delaware Engineering, D.P.C., reports that MTS Infrastructure, LLC. is a responsible bidder and whose bid complies with all bid requirements. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the Bulkley Drain Debris Removal Project (Bid No.: 2023-23) to MTS Infrastructure, LLC., 135 Lafayette Avenue, White Plains, New York 10603 in the amount of \$65,500.00; and be it further

RESOLVED, that the Village Manager be and is hereby authorized to enter into the requisite agreement with the contractor; and be it further

RESOLVED, that funding for this project has been appropriated in Capital Fund expenditure line item H.8120.400.2018.208 (Bulkley Drain Improvements).

Approved as to Form:



Anthony M. Cerreto, Village Attorney



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

Mr. Stuart Rabin
Village Manager
Village of Port Chester
222 Grace Church St,
Port Chester, NY 10573

Monday, October 30, 2023

Subject: Bulkley Drain Debris Removal
Bid No. 2023-23 opened on 10/16/2023
Recommendation to Award

Dear Mr. Rabin,

Bids were received on October 16th, 2023 at Village Hall for Bid No. 2023-23, Bulkley Drain Debris Removal. One (1) bid was received. We have reviewed the bids, and determined that the bidder is a responsive and qualified contractor. We recommend the project be awarded to **MTS Infrastructure LLC** for the total amount of **\$65,500.00**.

Feel free to call me any time at (518) 452-1290 (office), or (201) 839-7548 (Mobile) if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Cavalari".

James Cavalari
Project Engineer

RESOLUTION

AWARDING REQUEST FOR PROPOSALS FOR DESKTOP, NETWORK AND SERVER ADMINISTRATION AND SUPPORT PROFESSIONAL SERVICES

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

WHEREAS, the Village of Port Chester advertised for a Request for Proposals regarding Desktop, Network and Server Administration and Support Professional Services (RFP No. 2023-17); and

WHEREAS, two proposals have been received; and

WHEREAS, through the Village Manager, the Director of the Department of Central and Information Services, has recommended that the village accept the proposal of DCC Inc. 212 East 48th Street, Suite 6A, New York NY to provide such services. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the Request for Proposals for Desktop, Network and Server Administration and Support Professional Services (RFP 2023-17) to November 6, 2023 for a term of three (3) years with compensation payable as stated in the RFP 2023-17 submission and be it further

RESOLVED, that the Village Manager is hereby authorized to enter into the requisite agreement with the consultant.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

**RES 06
11-06-2023**

**RFP #2023-02 AWARD FOR MUNICIPAL FINANCIAL ADVISOR
PROFESSIONAL SERVICES**

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

WHEREAS, the Village of Port Chester released a Request for Proposals (RFP #2023-02) for municipal financial advisor professional services; and

WHEREAS, four proposals were received; and

WHEREAS, Village staff reviewed all such proposals, selected two of the proposers for interview, and recommends the incumbent Capital Markets Advisors, LLC to continue to provide municipal financial advisor services based upon prior long-standing experience with the Village, overall pricing structure and depth of available resources. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into a retainer agreement with Capital Markets Advisors, LLC, 11 Grace Avenue, Great Neck, NY 11021 to provide municipal financial advisor professional services to the Village of Port Chester with a term to expire on May 31, 2026 with payment to be made in accordance with the fee schedule contained in its proposal dated March 15, 2023 annexed hereto.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

RES 07
11-06-2023

BID AWARD FOR PREPARED MEALS FOR THE SENIOR NUTRITION 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 advertised for competitive bids for Prepared Meals for the Senior Nutrition Program (Bid No. 2023-24); and WHEREAS, one bid was submitted; and

WHEREAS, through the Village Manager, the Program Director recommends that the bid be awarded to the bidder, Hubbard’s Cupboard, 6 North Pearl Street, Port Chester, New York 10573. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for Prepared Meals for the Senior Nutrition Program (Bid No.: 2023-24) to Hubbard’s Cupboard in the amount of \$9.75/meal, for a term ending on May 31, 2024; and be it further

RESOLVED, that the Village Manager is hereby authorized to enter into the requisite agreement with the contractor.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

**AUTHORIZING THE FIRST AMENDMENT TO A LICENSE AGREEMENT
WITH THE COUNTY OF WESTCHESTER REGARDING POLICE MUTUAL
AID COMMUNICATIONS**

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

WHEREAS, the County of Westchester and the Village of Port Chester entered into a license agreement dated March 31, 2021 wherein the County agreed to furnish and install equipment at the Port Chester Police Station to facilitate police mutual aid radio communications; and

WHEREAS, the County has since received additional grant funding from New York State that will enable the current VHF antenna to be replaced with a tri-band VHF-UHF-700 MHz antenna to accomplish certain system upgrades; and

WHEREAS, through the County proposes a First Amendment to the license agreement to install such new equipment; and

WHEREAS, through the Village Manager, the Chief of Police recommends that Port Chester enter into the proposed amendment. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a First Amendment to a the license agreement dated March 31, 2021 between the County of Westchester and the Village off Port Chester regarding police mutual aid communications.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

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

1. The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference.

2. The Municipality agrees (a) to the inclusion of the Additional Equipment as “Equipment” under the License Agreement, (b) to the delivery, installation and use of the Additional Equipment in accordance with the terms of the License Agreement, and (c) to comply with the terms and conditions of State Grant Agreement to the extent they pertain to the Additional Equipment.

3. The Additional Equipment will be furnished, installed and programmed at no charge to the Municipality.

4. The Municipality acknowledges and agrees that, as part of the installation of the Additional Equipment, the County will be programming the Control Station Radio with County Trunk Radio Communication channels, as well as with local public safety radio communication channels, for mutual aid purposes.

5. The Municipality agrees, that after the installation of the Additional Equipment, it shall not be permitted to use the control station radio on the County Trunked Radio System until it receives written notification from the County that the Trunked Radio System is ready for use. During this time period, the F3 Radio System will still be operational and may be used by the Municipality.

6. The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Systems in accordance with the terms of the License Agreement, as amended. The County shall retain control and responsibility for the County Systems.

7. The Municipality consents to the County programming the Municipality’s radio communication channel(s) into the control station radios located at the police headquarters of the other municipalities that participate in the Mutual Aid Rapid Response Plan for Police Departments of Westchester County and the Westchester County Fire Mutual Aid Plan (the “Mutual Aid Plans”) for mutual aid purposes.

8. The Municipality grants to the County and the municipalities who participate in the Mutual Aid Plans, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality’s radio communication channel(s) for mutual aid purposes. The Municipality shall retain control and responsibility for the Municipality’s radio communication system.

9. The parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

10. Each party's radio communication system shall remain its property. It is expressly understood that the License Agreement, as amended, does not constitute a lease and that no ownership or property rights whatsoever are being transferred under the License Agreement, as amended.

11. The County Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Systems are made available to users, each user will have access to the County Systems, in their then-current form. The County in its sole discretion may change the County Systems as it deems necessary and proper.

12. The Municipality understands and agrees that use of the Equipment and the County Systems are being provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE".

13. The County disclaims all warranties of any kind, express or implied, concerning the Equipment and the County Systems, including, without limitation, their quality, accuracy, completeness, usefulness, timeliness, reliability, functionality, merchantability, or fitness for a particular purpose.

14. The County shall not be responsible for any issue(s) with regard to the Equipment or County Systems, including, without limitation, any interruption, defect, delay, failure, or malfunction involving equipment, hardware, software, or communications impacting; or any lack of availability of; or any other issue, whether or not technical in nature, whether or not caused by human error, and whether or not caused by, or not remedied by, the County and/or the Municipality or any other user.

15. The County shall have no liability to the Municipality, for any damages, losses, or other costs of any nature (including, without limitation, attorney's fees) related to any claim, whether in contract, tort, or otherwise, that is directly or indirectly related to or arises out of the Equipment or use of the County Systems.

16. The Municipality agrees that, once the Additional Equipment is installed, the County will update the Equipment List set forth in Schedule "A" to the License Agreement to include all of the Equipment furnished to the Municipality under the License Agreement, as amended. Once the updated Schedule "A" is provided to the Municipality, it shall be deemed a part of the License Agreement, as amended.

17. The installation of the Additional Equipment is subject to the County receiving the grant funds under the Grant Agreement and procuring a contract to purchase and install the Additional Equipment. In addition, it may be necessary for the County to perform a Site visit with prospective contractors to verify existing Site conditions. The Municipality consents to the County may performing such Site visit. If a Site visit is necessary, a County representative will be in contact with the Municipality's police department to schedule the visit.

18. The Municipality agrees to make the Site available during regular business hours for the County or its vendor to install the Additional Equipment.

19. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License Agreement.

20. Except as amended hereby, all other terms, covenants and conditions of the License Agreement shall remain in full force and effect.

21. This First Amendment shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[INTENTIONALLY LEFT BLANK.]
SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

THE COUNTY OF WESTCHESTER

By: _____

_____:

By: _____

Name:

Title:

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____ day of _____, 2023.

Approved:

Associate 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
(CORPORATION)

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

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

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

(Person executing agreement)

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

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

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

(Signature)

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

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

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Contractor)**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor'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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Contractor 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) a) **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 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) **Contractor's Professional Liability**. The Contractor shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

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

(a) Include "SUB WVD" 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 Contractor.

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE			

RESOLUTION

**RES 09
11-06-2023**

**AGREEMENT WITH COUNTY OF WESTCHESTER REGARDING
PRISONER TRANSPORTATION**

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 Westchester County Department of Corrections houses prisoners that must be transported to and from the Town of Rye Justice Court in connection with the adjudication of matters before the court; and

WHEREAS, the Village of Port Chester has had a long-standing agreement to cooperate with the County with the Port Chester Police Department providing such prisoner transportation, including meals, according to a set fee schedule; and

WHEREAS, the current agreement has expired and a renewal agreement has been proposed by the County. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to execute an agreement in the form annexed with the County of Westchester with regard to reimbursement for prisoner transportation between the Village and the County Department of Corrections for the period beginning January 1, 2023 and ending on December 31, 2024

Approved as to Form:



Anthony M. Cerreto, Village Attorney

PRISONER TRANSPORTATION--ZONE RATE

THIS AGREEMENT, made this ____ 25 __ day of
____ October _____, 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

The Village of Portchester a municipality of the State of New York having its office and place of business at 222 Grace Church St, Portchester, NY 10573

(hereinafter referred to as the “Municipality”)

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix “A” and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an “A” or “AA” prisoner considered to present danger may warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions “a” through “d” above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of Sixty-six and one-half cents (\$.655) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix “A”.

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality’s monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2024. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to Act No. 201 – 2023 of the Westchester County Board of Legislators approved on October 2, 2023, shall not

exceed \$1,430,000. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule “B” of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2023.

THE COUNTY OF WESTCHESTER

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 201 - 2023 on the 2nd day of October, 2023.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
The County of Westchester
I/DCR/131060/Zone Rate Agmt. 2023

CERTIFICATE OF AUTHORITY
(Municipality)

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

(Town Board, Village Board, 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 WESTCHESTER)

On this _____ day of _____, 2023, 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 is
the _____ of said municipal corporation.
(title)

Notary Public County

APPENDIX A

**ZONE PLAN REIMBURSEMENT RATES
WITH DISTANCE TRAVELED TO AND FROM**

WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2023 through December 31, 2024)

2023 / 2024 ZONES RATES

ZONE #1	ROUND TRIP REIMBURSEMENT
1/1/23 - 12/31/23	\$225.41
1/1/24 - 12/31/24	\$231.61
Elmsford, Village	
Pleasantville, Village	
Sleepy Hollow, Village	
Tarrytown, Village	

ZONE #3	ROUND TRIP REIMBURSEMENT
1/1/23 - 12/31/23	\$247.95
1/1/24 - 12/31/24	\$254.75
Port Chester, Village	
Mamaroneck, Village	
Pelham Town	
Rye Brook, Village	
Tuckahoe, Village	
Rye, City	
Eastchester, Town	

ZONE #2	ROUND TRIP REIMBURSEMENT
1/1/23 - 12/31/23	\$236.71
1/1/24 - 12/31/24	\$243.21
Ardsey, Village	
Briarcliff Manor, Village	
Dobbs Ferry, Village	
Hastings-on-Hudson, Village	
Irvington, Village	
New Castle, Town	
North Castle	
Ossining, Village	
Scarsdale, Village	

ZONE #4	ROUND TRIP REIMBURSEMENT
1/1/23 - 12/31/23	\$259.25
1/1/24 - 12/31/24	\$266.39
Pelham Manor (Village)	

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.655 (or the then current IRS mileage rate) times distance.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

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

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance

policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

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

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

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

RESOLUTION

RES 10
11-06-2023

**INTERMUNICIPAL AGREEMENT WITH COUNTY OF WESTCHESTER
REGARDING THE VILLAGE OF PORT CHESTER YOUTH BUREAU'S
OPERATION OF A SUMMER YOUTH EMPLOYMENT AND TRAINING
PROGRAM FOR YOUTH AGES 16 TO 24 FROM FAMILIES WITH LOW AND
MODERATE INCOMES**

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

WHEREAS, the County of Westchester, through its Youth Bureau, was awarded a grant from the New York and Presbyterian Hospital to provide a summer youth employment and training program for eligible youth throughout the County; and

WHEREAS, the County has offered the Village of Port Chester the opportunity to participate in such program; and

WHEREAS, the Director of the Youth Bureau, through the Village Manager, has recommended that the village proceed in this beneficial endeavor. 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 and training employment program for youth ages 16-24 from families with low and moderate income, for a term of July 1, 2023 to September 30, 2023, with payment to the village an amount not to exceed \$16,147.00

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, through the Youth Bureau, has been awarded a grant from The New York and Presbyterian Hospital (the “Hospital”) to provide a summer youth employment and training program for eligible youth from Westchester County; and

WHEREAS, the County desires to enter into a contract with the Municipality to provide said services; and

WHEREAS, the Municipality desires to provide such services.

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

FIRST: The Municipality shall operate a summer youth employment and training program for eligible Westchester youth between the ages 16-24 from families with low to moderate incomes, as more particularly described in Schedule “A”, which is attached hereto and made a part hereof (hereinafter the “Work”). The Municipality shall ensure that the Work and all services provided for hereunder shall conform in every respect to all applicable Federal, State and local laws, rules, regulations and ordinances and shall be performed to the complete satisfaction of the Executive Director of the Westchester County Youth Bureau (the “Executive Director”).

SECOND: The term of this Agreement shall commence on July 1, 2023 and shall continue through September 30, 2023 unless terminated earlier pursuant to the provisions of this Agreement.

The Municipality shall report to the County on its progress toward completing the Work, as the Westchester County Youth Bureau Executive Director or his/her duly authorized designee (the "Director") may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST", the Contractor shall be paid an amount not to exceed Sixteen Thousand One Hundred Forty-Seven Dollars (\$16,147.00), payable quarterly, pursuant to the budget attached hereto and made a part hereof as Schedule "B,". Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

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

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

The Contractor expressly represents that the Budget lists true and anticipated costs of personnel and other costs of service to be rendered by the Contractor in performing the Work. In the event that actual operating expenses may exceed anticipated expenses detailed in the Budget, the Contractor will submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. Such budget modification request must be approved and authorized prior to expenditure by the Contractor. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Contractor's reduction of services if such consent is not granted. The Contractor is solely responsible for any

over-expenditure or improper expenditure relating to this Agreement and the County assumes no responsibility for any over-expenditure or improper expenditure of the money provided to the Contractor hereunder.

Conversely, in the event that actual operating expenses may be less than the anticipated expenses detailed in the Budget, the Contractor shall submit a written request for budget modification and the County will respond in writing to such request within sixty (60) days. If the County determines that the unneeded funds may be utilized by the Contractor for other approved reimbursable Work purposes, the County shall consider a budget modification to reallocate the unneeded funds to other Work purposes. Nothing herein shall be construed as requiring the County to approve a budget modification request or as consent to the Contractor's reallocation of funds to other Work purposes if such consent is not expressly granted. Such budget modification request must be approved and authorized prior to expenditure by the Contractor.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Contractor to cooperate with such 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 year following termination of this Agreement.

In the event an audit received from the Contractor or an audit performed by the County or on the County's behalf, reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Contractor shall reimburse to the County the cost of such audit, if the audit was done by the County or on its behalf, and the amount of such overpayment, underpayment or improper payment, as the case may be, within thirty (30) days of notice from the County.

The Contractor further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Contractor 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 Contractor to the contrary, the Contractor shall retain all financial records related to this Agreement for a period of six years after the expiration or termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York Presbyterian Hospital to operate the Summer Youth Employment Program.

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

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

County subsequently offers to pay a reduced amount to the Contractor, then the Contractor 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 Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days' notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor agrees to:

(i) Account for and refund to the County, within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to its Agreement with the County which are in excess of unreimbursed expenses incurred prior to the notice of termination.

(ii) Stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director.

(iii) Submit within thirty (30) days of termination, a full report of receipts and expenditures of funds and Work activities, accomplishments and obstacles encountered relating to this Agreement.

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

(b) In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any

other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Contractor 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 Contractor 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 Contractor 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 Contractor or third parties under the direction or control of the Contractor; 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 Contractor 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 Contractor 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.

EIGHTH: The Contractor represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Contractor independently and have

been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: The Contractor 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 Contractor 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.

TENTH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

It is the intent and understanding of the County and Contractor that each and every provision required by law, contract, or other proper authority to be included in this agreement shall, for all intents and purposes, be considered and deemed included herein. The Contractor understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Contractor hereby consents to amending this agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

ELEVENTH: All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may

retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

TWELFTH: The Contractor agrees to ensure that the grounds, structures, buildings and furnishings at the site or sites of the Work are maintained in good repair and free from any danger to health and safety. The Contractor further agrees to ensure that any buildings or structures housing its Work comply with all applicable laws, including, but not limited to, zoning, building, health, sanitation and fire safety.

THIRTEENTH: Without limiting the right of the County to require additional reports regarding the Work hereunder, the Contractor shall provide the County with an annual report. Where possible, all materials submitted pursuant to this paragraph shall delineate the relationship of the Department sponsored Works and funds, to the total youth services offered by the Contractor.

In addition to the above, the Contractor agrees to furnish all reports and materials necessary to permit the County to fulfill its own reporting requirements.

FOURTEENTH: The Contractor shall make available required office space and equipment necessary to provide the services described herein and shall provide qualified and trained personnel for supervision and fiscal management of the Work conducted by the Contractor hereunder. The Contractor's Board of Directors, the Project Director (the Executive Director of the Contractor) or his/her authorized designee shall attend required meetings as requested by the Director. The Director shall participate in the selection of the Project Director who shall be an employee of the Contractor and responsible for the management of the Work.

FIFTEENTH: Subject to County approval, title of any equipment purchased by the Contractor, pursuant to the terms of this Agreement may be retained by that Contractor, upon completion of the term of its Agreement with the County, and upon the condition that such equipment will be used for the benefit of the youth served by the Contractor.

SIXTEENTH: The Contractor agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. The Contractor further agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services pursuant to this Agreement, it will:

a) not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion.

b) not discriminate against any youth seeking to participate or participating in any Work or activity of this Agreement, and will not limit the Works and activities or give preference to persons, on the basis of religion;

c) provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement.

SEVENTEENTH: No current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement, and no parents, spouses, siblings, and children or current officers, directors or incorporators shall be paid from the funds authorized under this Agreement without prior written approval from the County.

EIGHTEENTH: The Contractor agrees that any public information materials or other printed or published materials concerning that part of the Work which is supported with funds herewith shall give due recognition to the Westchester County Youth Bureau. The Contractor agrees to display the County logo in an appropriately visible place in the organization.

NINETEENTH: 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.

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

To the County: Director, Westchester County Youth Bureau
 112 East Post Road, 3rd floor
 White Plains, NY 10601

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

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

TWENTY-FIRST: The Contractor agrees to maintain complete confidentiality of all information concerning youth and their families it may obtain during the course of performing the Work under this Agreement. The Contractor will not release any such information, including names and addresses, to any entity without prior written permission from the County.

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

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.

TWENTY- THIRD: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TWENTY- FOURTH: The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other contractors on an “as needed” basis.

TWENTY-FIFTH: The Contractor hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York General Business Law Section 130.

TWENTY-SIXTH: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Contractor shall provide the County with a completed copy of each schedule. The Contractor agrees that the terms of each of these schedules has been accepted and agreed-to by the Contractor by virtue of its execution of this Agreement, and the Contractor represents and warrants that it has completed each of these schedules accurately and completely.

- 1.) Schedule “**D**” — “Business Enterprises Owned and Controlled by Women or Persons of Color”

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule “**E**” — “Required Disclosure of Relationships to County”

In the event that any information provided in Schedule “E” must be changed during the term

of this Agreement, the Contractor agrees to notify the County in writing within ten (10) business days and provide an updated version of the schedule. The Contractor shall also have each approved subcontractor complete a separate Schedule “E” and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the County in the manner described above.

3.) Schedule “F” — “Criminal Background Disclosure”

This schedule is required pursuant to Executive Order No. 1-2008.

4.) Schedule “G” — “Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans”

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County’s program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law.

5.) Schedule “H” — “Vendor Direct Program - Electronic Funds Transfer”

All payments made by the County to the Contractor will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Contractor is not already enrolled in the Vendor Direct Program, the Contractor shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Contractor understands that it must contact the County’s Finance Department.)

If the Contractor is already enrolled in the Vendor Direct Program, the Contractor hereby

agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

The Contractor understands and acknowledges that the County currently maintains a Vendor Portal at <http://www.westchestergov.com/vendorportal> that includes a Document Repository (the "Repository") into which the Contractor may upload a scanned image of one or more of the schedules and/or supporting documents that the Contractor is required to provide to the County for this Agreement (the "Required Documents"), including each of the schedules listed above. The Contractor further understands and acknowledges that if the Contractor chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"), the following terms apply:

- a.) The Contractor is using the Repository voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Contractor represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;
- c.) In the event that any information in a Repository Document for this Agreement must be changed, the Contractor shall upload an updated version of such document within ten (10) business days of the need for such change arising, and provide notice to the County that the updated version was required and has been uploaded;
- d.) Notwithstanding any other provision of this Agreement, the Contractor must, at a minimum, update each Repository Document annually; and
- e.) In order for a given Repository Document to be used for this Agreement, it must be dated less than one (1) year before the execution of this Agreement.

TWENTY-SEVENTH: The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWENTY-EIGHTH: 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 any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-NINETH: The Contractor shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.

THIRTIETH: PERFORMANCE MEASUREMENT. Without limiting the right of the County to require additional reports regarding the Work hereunder, at minimum, the Contractor shall provide the County with the following reports, the nature and frequency of which are set forth below:

- a) Fiscal Reports and expectations
 - Invoice/Claims for payment must be submitted after completion of project.
- b) Periodic progress reports must be submitted outlining the Contractor's progress in achieving the Targets/Outcomes set forth in the Schedule "A" and all monies expended in connection with the same in order to enable the County to assess the successful implementation of the projects

Notwithstanding anything to the contrary contained herein, and in addition to any other rights or remedies the County may have, in the event Contractor breaches the Agreement, the

County shall have the right to take disciplinary actions against the Contractor. In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Contractor's performance under this Agreement. Such audit may include requests for documentation or other information which the Director may, in her discretion, deem necessary and appropriate to verify the information provided by the Contractor as required by subsections above.

THIRTY-FIRST: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The County of Westchester and the Contractor 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 Acquisition & Contract at a meeting duly held on the 16th day of October 2023. (ACT 2023-211)

Approved

County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

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

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

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

(Person executing agreement)

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

was, at the time of execution

(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 2023_ 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.

Date _____
Notary Public _____

**SCHEDULE "A"
SCOPE OF SERVICES**

Implementing Agency: City of Port Chester Youth Bureau	Program Title: Summer Youth Employment Program (SYEP)
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FUND AMOUNTS:		
Total Program Amount: \$16,147	Funds Requested: \$16,147	Cost Per Youth: \$3,229

AUTHORIZED VOUCHER SIGNEES:			
1.	Last Name: Morgan	First Name: Charles	Title: Executive Director
2.	Last Name:	First Name:	Title:

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

AGENCY /MUNICIPALITY EXECUTIVE DIRECTOR :			
Last Name: Morgan	First Name: Charles	Title: Executive Director	
Phone Number: (914) 939-2200	Extension:	Fax:	Email:

PROGRAM CONTACT PERSON:			
Last Name: Morgan	First Name: Charles	Title: Executive Director	
Phone Number: (914) 939-2200	Extension:	Fax:	Email:

PERIOD OF ACTUAL PROGRAM OPERATION :			
HOURS OF OPERATION: up to 5 hrs	Days of operation: 5 days/week	From: July 1, 2023	September 30, 2023
Other <input type="checkbox"/> explain: - serving no less than five (7) youth from low to moderate income households.			

NYP2308 / VILLAGE OF PORT CHESTER

PROJECTED TOTAL PROGRAM ENROLLMENT 7 Students
<p>PROGRAM SUMMARY: The Westchester County Youth Bureau has secured funding to be distributed to the City of Port Chester Youth Bureau in an effort to prepare at least 5 youth for eventual self-sufficiency evidenced by job training and placement. The objective of the program is to provide youth between the ages 16-24 from families with low to moderate incomes with a six to eight week comprehensive program that will provide initial introductions to the workplace and help youth to acquire and enhance transferable, employability skills.</p> <p>Due to the Novel Coronavirus, employment opportunities have been few and far between; yet, this program will allow approximately 200 hours of paid training and work experience for youth to assist the communities that they live in through virtual office work, environmental stewardship and beautification projects and summer camp counseling. Other opportunities may be introduced and allow for the practical and essential aspects of employment, exploration of entry level occupations and information that will assist in making informed decisions about choosing a career.</p> <p>Outcomes: By the end of the program:</p> <ul style="list-style-type: none"> • 100% of participants will complete virtual job readiness skills workshops, inclusive of job search training, and resume writing, evidenced by agency reports. • 90% of youth will increase their soft skills by completing the READI training (Respect, Enthusiasm, Articulate, Dependable, and Initiative), evidenced by attendance records and post surveys. • 90% of youth participants will complete a financial literacy workshop evidenced by agency reports.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
	222 Grace Church St.	91	37		VOPC Hall

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 4	# Female 3
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ETHNICITY (Enter number of participants per ethnic group)			
White 3	Black or African American 2	Two or more races	Hispanic or Latino 2
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)	0-6	7-9	10-13	14-17 7	18-20	21+	
If "Yes," indicate number of youth:	Youth aging out of foster care:			Children of incarcerated parents:			
Youth in the juvenile justice system who re-enter the community				Runaway and homeless youth			

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

During the SYEP all program staff will re-iterate the importance of a safe and healthy place for the staff and the youth enrolled in the SYEP. The program supervisor will monitor and communicate to worksite supervisors, community service hosts, and community stakeholders the importance to ensure that each worksite location meets the safety requirements and are physically safe.

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

The program staff will ensure proper boundaries and coordinated activities are deemed age and developmentally appropriate. A program orientation packet for participants will be created and handed out regarding the program expectations, policies, and all the necessary information. It will also be signed as proof that participants and parents will adhere to the program's rules and procedures.

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

Program staff are qualified and are considered by previous participants to be caring and responsible adults. The director and support staff are considered to be role models, have excellent communication skills, take pride in building relationships with the participants and parents, but also with the schools' personnel and community programming is offered in a secure environment with appropriate personnel.

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.

Programming is inclusive, broad based and targeted to the age and maturity level of the audience. The Agency does not discriminate and has an open-door policy that services all race, ethnicities, gender, and cultures.

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

At the outset of the SYEP, expectations are laid out and appropriate behavior defined. Staff will ensure appropriate boundaries and expectations for youth and community are stated. Staff will model appropriate pro-social behavior and interaction, intervene as necessary to correct inappropriate behavior, and will acknowledge positive social norms.

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.

Staff will provide support and encouragement for the youth during the various program activities and during site visits. Staff will encourage leadership and work readiness skills opportunities through the SYEP. Additionally, youth will have workbooks that encourage self-reflection to help make success planning for their future self.

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.

SYEP staff will focus on youth's qualities and challenges as a guide to build character and leadership skills. Each young adult will be exposed to positive youth development skills during their worksite assignment, develop leadership skills, and promote community engagement.

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

The SYEP will equipped youth with real-world work experience through their worksite assignment throughout the community. Youth will gain meaningful activities which eventually leads to self-sufficiency. The program goal will be supported by Work Readiness Skills, which include but is not limited to assisting youth with job seeking, interviewing, understanding employer's workplace expectations, positive work habits, job shadowing and understanding behaviors, attitudes and skills necessary to compete in the labor market.

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.

SYEP will operate in compliance with the funding source's reporting and monitoring guidelines. The program director will submit monthly, quarterly and annual statistical measurement reports on the WCYB's web-based reporting system on or before the due dates. The program director will monitor the SYEP worksites weekly and will meet with immediate supervisor at least once a week. Visits will be both announced and unannounced to ensure that safety requirements and OCFS guidelines are adhered to by program staff.

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 success of the SYEP will be evaluated in varies ways including; outcomes and quality improvements by attendance and activity sign-in sheets; worksite supervisor's evaluation at the end of the summer. SYEP will be showcased to the public at various program events, within the agency's annual report, social media, newsletters, local newspapers, and on the agency's websites.

**TOUCHSTONES
FORM 5003
(ADAPTED FROM OCFS)
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.
Choose 1 code for each category listed below.*

IMPLEMENTING CONTRACTOR:
City of Port Chester

PROGRAM TITLE:
Summer Youth Employment
Program

LIFE AREA: <i>(Enter Code & Description)</i>	1ES - ECONOMIC SECURITY
GOAL: <i>(Enter Code & Description)</i>	11 - Youth will be prepared for their eventual economic self sufficiency
OBJECTIVE: <i>(Enter Code & Description)</i>	112 - Young adults who can work will have opportunities for employment.
SOS: <i>(Enter Code & Description)</i>	0119 - Employment Opportunities
HOW MUCH: <i>(Enter Code & Description)</i>	0119A.1 - 7 youth in the program
HOW WELL: <i>(Enter Code & Description)</i>	0119B.1 - 100% participants will complete virtual job readiness skills workshops, inclusive of job search training, and resume writing, evidenced by agency reports.
BETTER OFF: <i>(Enter Code & Description)</i>	0119C.2 - 7/100% youth receiving a positive evaluation in the following areas: promptness, quality of work, attitude, attire.

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages. Please provide the best estimate in the spaces provided below.

PARTICIPANT GENDER:	MALE <u>4</u> FEMALE <u>3</u> TRANS-FEMALE (MALE TO FEMALE) _____ TRANS-MALE (FEMALE TO MALE) _____ GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
ETHNICITY: <i>(Enter number of participants per ethnic group)</i>	WHITE <u>3</u> BLACK OR AFRICAN AMERICAN <u>2</u> HISPANIC OR LATINO <u>2</u> AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____ OTHER/NOT LISTED _____
AGES:	0-4 _____ 5-9 _____ 10-14 _____ 15-17 <u>7</u> 18-20 _____ 21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	<input type="checkbox"/> No <input type="checkbox"/> Yes
IF "YES," PLEASE DESCRIBE:	_____

SCHEDULE "B"
APPROVED BUDGET

For the Period of Operation: July 1, 2023 to September 30, 2023	Contract #:
Agency/Municipality Name: City of Port Chester	Program Title: 2023 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
(7) SYEP Participant(s)	\$15	H	\$15,000	
TOTAL SALARIES AND WAGES			\$15,000	
TOTAL FRINGE BENEFITS			\$1,147	
TOTAL PERSONNEL SERVICES (1)			\$16,147	

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)	\$0	

TOTAL PROGRAM AMOUNT \$ 16,147

TOTAL WCYB FUNDS REQUESTED \$ 16,147

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>
West. County BOL	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
Stipend (prior approval req.)	Time Sheet 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

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor'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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Contractor 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/3,000,000 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

This insurance shall, if it is a separate policy rather than an endorsement to an above-specified policy, name the "County of Westchester" as additional insured.

3. All policies of the Contractor 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 Contractor.

SCHEDULE “D”

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR**

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A “business enterprise owned and controlled by women or persons of color” means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term “persons of color”, as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "F"

CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, the attached Criminal Background Disclosure Form and Certification must be completed and agreed-to as part of this Agreement.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1–2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to “consultant, contractor, lessee, or licensee” to mean “subconsultant, subcontractor, sublessee, or sublicensee” and check here: _____

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are as follows:

If none, check this box:

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are as follows:

If none, check this box:

1. _____
2. _____
3. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By executing this Agreement, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed

to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "G"

For Informational Purposes Only

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "H"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

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 "I"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE "J"

**Certification Regarding
Drug-Free Workplace Requirements
Grantees Other Than Individuals**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. *See* 48 C.F.R. Subpart 23.5.

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and,

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

NYP2308 / VILLAGE OF PORT CHESTER

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature Title Date

SCHEDULE "K"

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Authorized Signature

Title

Date

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001

SCHEDULE "L"
WESTCHESTER COUNTY YOUTH BUREAU
SAMPLE CORRECTIVE ACTION REQUEST

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

1st Notice

2nd Notice

Final Notice

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

- Monthly Statistical Report(s) are outstanding.
- Quarterly Statistical Report(s) are outstanding.
- Annual Report is outstanding.
- Failure to respond to site visit request(s).
- Failure to submit fiscal claim(s).

Program Monitor Notes:

RESOLUTION

**RES 11
11-06-2023**

FREE PARKING FOR THE 2023 HOLIDAY SEASON

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, by letter from the President of the Chamber of Commerce dated October 27, 2023 request has been made that there be free parking on North Main Street, South Main Street, Abendroth Avenue, the lower portion of Willett Avenue (from Railroad Bridge to Abendroth Avenue), Highland Street/Marvin Place Shoppers Lots, Adee Street, Westchester Avenue and Grace Church Street between South Main Street and Midland Avenue from December 9, 2023 through and including December 23, 2023 for the 2023 Holiday Season; and

WHEREAS, this practice has been an annual tradition in the Village of Port Chester for many years; and

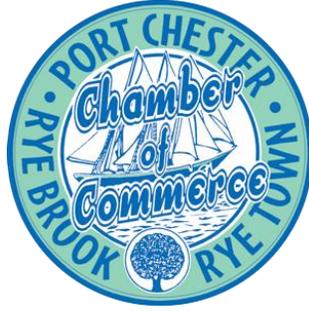
WHEREAS, this practice not only encourages consumers to visit the Village, the “Restaurant Capital of Westchester County,” but also increases property values and the Village’s tax base. Now, therefore, be

RESOLVED, that enforcement be suspended so that there will be free parking for up to the maximum two hours of parking in a space on North Main Street, South Main Street, Abendroth Avenue, the lower portion of Willett Avenue (from Railroad Bridge to Abendroth Avenue), Highland Street/Marvin Place Shoppers Lots, Adee Street, Westchester Avenue and Grace Church Street between South Main Street and Midland Avenue for the 2023 Holiday Season from December 9, 2023 to December 23, 2023.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



Port Chester Rye Brook Rye Town Chamber of Commerce
222 Grace Church Street, Suite 301A
Port Chester, NY 10573

October 27, 2023

Mayor Marino and the Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor Marino and the Board of Trustees:

On behalf of the Port Chester-Rye Brook-Rye Town Chamber of Commerce, I respectfully request the Village of Port Chester once again offer FREE THREE-HOUR street parking this holiday season starting Saturday, December 9th through Saturday, December 23rd.

The eligible streets (same as in past years) include:

North Main Street, South Main Street, Abendroth Avenue, the lower portion of Willett Avenue (from Railroad Bridge to Abendroth Avenue), Highland Street/Marvin Place Shoppers Lots, Adee Street, Westchester Avenue, and South Grace Church Street.

Thank you for your consideration.

Sincerely,

Sylvia Dundon
Executive Director

RESOLUTION

RES 13
11-06-2023

AMENDMENT TO ORDER TERMS FOR FIRE APPARATUS

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, by agreement dated January 11, 2022, the Village of Port Chester contracted with Seagrave Fire Apparatus, LLC, 105 East 12th Street, Clintonville, Wisconsin 54929, for a custom fire apparatus, model TB50CA, Seagrave Marauder Pumper, numbered SO 78M10, in the amount of \$869,036.00; and

WHEREAS, the contractor advised that the manufacture and delivery of the apparatus under the order terms had become commercially impracticable and requested a modification of these terms to include a material price increase of \$121,665.00; and

WHEREAS, the village did not accept these terms; and

WHEREAS, after extensive negotiations, the parties have come to an amicable resolution of their differences. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into an Amendment to Order Terms with Seagrave Fire Apparatus, LLC. to facilitate the delivery of the foregoing apparatus, with the essential terms of same as follows:

1. Addition of a material price increase in the amount of \$100,000.00
2. Discount of two (2) percent of bid price on the village's next two purchases from Seagrave of fire apparatus, if purchased within twelve (12) months from the date of full execution.
3. The Standard Seagrave Two-Year Warranty is extended to a Four-Year Limited Warranty.
4. Delivery of the apparatus shall be no later than October 31, 2024, with liquidated damages of \$200.00/day to go into effect on November 1, 2024 if not delivered by that date.

Approved as to Form:



Anthony M. Cerreto, Village Attorney



SEAGRAVE FIRE APPARATUS, LLC

April 12, 2023

Village of Port Chester
Attn: Kevin McFadden, Ex-Chief
209 Westchester Avenue
Port Chester, NY 10573
Email: kpm1855@hotmail.com

Re: Contract for One (1) Custom Fire Apparatus Model TB50CA and Numbered
S.O. 78M10 (the "Apparatus")

Dear Ex-Chief McFadden,

We are reaching out to advise you that the manufacture and delivery of your Apparatus at the original quoted price has become commercially impracticable. We have experienced severe shortages of materials and labor and severe increases in costs for materials, freight, and labor. These shortages, increases and related disruptions have occurred and persisted to a degree that could not have been reasonably anticipated at the time your Apparatus was priced.

Seagrave greatly values your business and is committed to manufacturing custom fire apparatus of the highest quality. We want to work with you to achieve the best possible result under these unprecedented conditions. We ask that you accept a material price increase in the amount of \$121,665 over the contract price.

The decision to request your acceptance of a material price increase has come only after much consideration and extensive efforts to mitigate the impact of these unprecedented disruptions in the supply chain and the labor market.

Dennis Warren, Director – National Sales, or Todd Fell, Regional Sales Manager, will reach out to you to discuss this request and address questions or concerns you may have. We will be glad to provide additional information to help you with this decision.

We kindly ask for your response to this request within 30 days from this letter. After this time, we will assume that you are electing to wait longer for your unit to be produced.

We thank you in advance for your cooperation to help us complete the build of your unit as quickly as possible.

Sincerely,

Seagrave Fire Apparatus, LLC

Ulisses Parmeziani
President & CEO

cc: Dennis Warren, Director - National Sales
Hudson Valley Fire Equipment, LLC, Attn: Santo Curro

105 E 12th St • Clintonville, WI 54929-1518
PHONE: 715-823-2141 • www.seagrave.com

AMENDMENT TO ORDER TERMS

THIS AMENDMENT TO ORDER TERMS (this "Amendment"), dated as of _____, 2023, is made by and between Seagrave Fire Apparatus, LLC, 105 East 12th Street, Clintonville, WI 54929-1518 ("Seller") and Village of Port Chester, 222 Grace Church Street, Port Chester, NY 10573-4611, by its authorized representatives ("Purchaser" and, together with Seller, the "Parties").

BACKGROUND

This Amendment applies to each order, contract, agreement, instrument, term or undertaking (collectively, the "Order Terms") relating to one (1) unit(s) of Seagrave custom fire apparatus, model TB50CA, Seagrave Marauder Pumper, numbered SO 78M10 (the "Apparatus"), including, without limitation, the Contract dated January 11, 2022, between Seagrave Fire Apparatus, LLC and Village of Port Chester, Port Chester, NY and the PO #20210169 dated November 2, 2021, between FWD Seagrave Holdings, LP and Village of Port Chester, NY. The manufacture and delivery of the Apparatus under the Order Terms as in effect prior to this Amendment (the "Original Order Terms") has become commercially impracticable. The Parties desire to enter into this Amendment to provide for an equitable modification of the Original Order Terms.

NOW, THEREFORE, for and in consideration of the premises, the covenants contained in this Amendment and the Order Terms, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. Material Price Increase. The Original Order Terms are hereby amended to add a material price increase in the amount of One Hundred Thousand Dollars (\$100,000) (the "Material Price Increase") and shall be payable by Purchaser to Seller upon delivery and acceptance of the Apparatus and prior to the Apparatus being placed into fire service. The Material Price Increase shall be payable in addition to the amounts otherwise payable under the Original Order Terms. This is a one-time Material Price Increase and no additional Material Price Increases will be added to the Original Order Terms.

2. Discount on Next Purchases. The Original Order Terms are hereby amended to provide for a discount in the amount of two percent (2%) of bid price on Purchaser's next two (2) purchases from Seagrave of Seagrave fire apparatus, if purchased within twelve (12) months from the date of full execution of this Amendment.

3. Limited Warranty. The Original Order Terms are hereby amended to extend the standard Seagrave Two-Year Limited Warranty to a Four-Year Limited Warranty.

4. Delivery of Apparatus. The Original Order Terms are hereby amended to provide for delivery of the Apparatus to Purchaser no later than October 31, 2024. In the event a change order will delay the delivery date, a revised date will be specified in the change order. Delays due to strikes or other force majeure events beyond Seagrave's control will be just cause for delay in

delivery. Liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day shall go into effect on November 1, 2024.

5. Effect of Amendment. This Amendment shall constitute an amendment to the Original Order Terms. To the extent of any conflict between the terms of this Amendment and the original Order Terms, the terms of this Amendment shall control. Except as provided in this Amendment, the Original Order Terms shall remain in full force and effect.

6. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Order Terms as of the date first above written.

VILLAGE OF PORT CHESTER, NY

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

SEAGRAVE FIRE APPARATUS, LLC

By: U.D. Parmeziani

Name: Ulisses D. Parmeziani

Title: President and CEO

Dated: 11/01/2023

RESOLUTION

RES 14
11-06-2023

BUDGET TRANSFER – FISCAL YEAR 2023-24 GENERAL FUND – BUILDING DEPARTMENT 3RD PARTY FIRE SPRINKLER PLAN REVIEW

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 Building Inspector is requesting the services of a 3rd party plan review of the fire sprinkler plans submitted for the new construction at 169 North Main Street; and

WHEREAS, in order to properly fund services, the Building Inspector has requested the transfer of excess funds remaining from Personnel Services line item (A.3620.100) to Consulting services line item (A.3620.401) in the amount of \$1,700 to cover unanticipated additional costs for services requested. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the FY2023-24 General Fund Budget by transferring \$1,700 from the Building Department Personnel Services line item to the Building Department Consulting line item as follows:

GENERAL FUND

<u>From:</u>		
A.3620.0100	Personnel Services	(\$1,700.00)
<u>To:</u>		
A.3620.0401	Consulting	\$ 1,700.00

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

**RES 15
11-06-2023**

**PROVIDING COMMENT TO NEW YORK STATE LIQUOR AUTHORITY IN
RESPONSE TO NOTIFICATION OF AN APPLICATION FOR A LIQUOR
LICENSE TO BE FILED BY 40 GRACE RESTAURANT CORP.**

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

WHEREAS, in correspondence to the Village Clerk, 40 Grace Restaurant Corp (the "Applicant"), owner of 40 Grace Church Street, Port Chester, has notified the Village of Port Chester it intends to make an application to the New York State Liquor Authority for a new liquor license; and

WHEREAS, in order for the Board of Trustees to make a reasoned determination on the request, the Clerk referred the correspondence to Village Staff for comment; and

WHEREAS, the Department of Code Enforcement has advised that there are ongoing code enforcement proceedings regarding the premises; and

WHEREAS, the Police Department has reported scores of calls for service in the past three years. Now, therefore, be it

RESOLVED, that on behalf of the Board of Trustees, the Mayor is hereby authorized to notify the New York State Liquor Authority to provide such comment with the village's position that is opposed to the issuance of a liquor license to 40 Grace Restaurant Corp.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

RES 16
11-06-2023

**APPOINTMENT OF PETER PASCALE
TO THE COMMISSION ON RECREATION**

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

RESOLVED, that PETER PASCALE, of Port Chester, NY, be and she hereby is appointed as a member of the Port Chester Commission on Recreation, a seat previously held by Angelo Rubino effective immediately, with said term to expire on July 9, 2025.

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney

RESOLUTION

RES 17
11-06-2023

GRANTING REQUEST FROM THE AMERICAN LEGION POST 93, FOR ASSISTANCE AND PERMISSION TO HOLD VETERANS DAY CEREMONIES

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:

RESOLVED, that in response to a letter dated October 17, 2023 from the American Legion Post 93, for assistance and permission to hold Veterans Day ceremonies at Veterans Memorial Park on Saturday, November 11, 2023 at 11:00 a.m.

RESOLVED, that the Board of Trustees hereby advises of its favorable consideration to the request for \$1,000 in assistance.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

RES 18
11-06-2023

**BUDGET TRANSFER – FISCAL YEAR 2023-24 GENERAL FUND
RECREATION & SENIOR SERVICES PROGRAMMING**

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

WHEREAS, the Village Manager has recommended the reallocation of unexpended budget funds in the Recreation Department personnel services line item to be used to facilitate proposed additional programing changes in both Recreation and Senior Services departments; and

WHEREAS, in order to properly fund additional programming services a budget transfer is requested. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the FY2023-24 General Fund Budget by transferring \$20,000 from the Recreation Department Personnel Services line item to the Recreation Department Youth Programs and Senior Services Arts and Entertainment Programs line items as follows:

GENERAL FUND

From:

A.7310.0100 Personnel Services (\$20,000.00)

To:

A.6720.0578	Seniors – Arts Programs	\$ 5,000.00
A.6720.0580	Seniors – Entertainment Programs	\$ 5,000.00
A.7310.0490	Recreation - Youth Programs	\$ 10,000.00

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney

RESOLUTION

**RES 19
11-06-2023**

**OPPOSING THE LOCATION OF A PROPOSED TELECOMMUNICATIONS
TOWER ON NEW YORK STATE THRUWAY AUTHORITY PROPERTY
WITHIN THE VILLAGE OF PORT CHESTER**

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

WHEREAS, the Village of Port Chester has become aware that the New York State Thruway Authority is considering an application by AT & T for lease of the right-of-way at the I-95 exit ramp onto the Boston Post Road (U.S. Route 1) abutting the Gateway Shopping Center to facilitate the erection of a telecommunications tower; and

WHEREAS, the Village has granted land use approvals for the comprehensive redevelopment of the former United Hospital for mixed residential and commercial use; and

WHEREAS, as part of the redevelopment the Village has given approval for the erection of a monopole to be utilized by multiple telecommunications providers, including AT & T; and

WHEREAS, if accepted the Thruway Authority proposal would result in a second telecommunications tower involving the same telecommunications provider in close proximity; and

WHEREAS, the Board has significant concerns that the proposal will have on the view-shed for the gateway to the Village of Port Chester, as well as negative impacts on economic development in the Village; Now, therefore, be it

RESOLVED, that the Board of Trustees hereby express its strong opposition to the pending application before the New York State Thruway Authority for the erection of a telecommunications tower on Thruway property to be located within the village and authorizes the Mayor to advocate the Village's position.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

**AWAITING
RESOLUTION**

20

RESOLUTION

**RES 21
11-06-2023**

**DISPOSITION OF APPEAL FROM DETERMINATION OF TAXI
COMMISSION**

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

WHEREAS, as authorized by the Village Code, Daniel Vanegas has appealed to the Board of Trustees the Taxi Commission’s October 3, 2023 determination to suspend his taxi operator’s license for three weeks; and

WHEREAS, Mr. Vanegas was given notice and an opportunity to be heard at a meeting on November 1, 2023; and

WHEREAS, the Board has concluded its deliberations on this matter. Now, therefore be it

RESOLVED, that the Board of Trustees hereby _____ the determination of the Taxi Commission of October 3, 2023 regarding taxi licensee Daniel Vanegas.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

RESOLUTION

RES 22
11-06-2023

FAILING THE PROBATIONARY TERM OF A POLICE OFFICER

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, by letter of appointment referencing action of the Board of Trustees, Matthew Barbara was appointed as police officer of the Village of Port Chester effective November 28, 2022; and

WHEREAS, the Chief of Police has recommended that the village fail Police Officer Barbara’s probationary term; and

WHEREAS, upon due deliberation, the Board of Trustees accepts such recommendation. Now, therefore, be it

RESOLVED that the Board of Trustees, acting in its capacity as police commissioners, hereby fails the probationary term of Officer Barbara as police officer and terminates his employment effective November 16, 2023; and be it further

RESOLVED, that the Village Manager is directed to provide notice to the officer as prescribed by Westchester County Civil Service Rules to effectuate the Board’s action.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

CORRESPONDENCE



Parish of St. John Bosco
16 Washington Street
Port Chester, NY 10573
Phone (914) 881-1400 - Fax: (914) 939-2807
www.portchestercatholicchurch.org

October 13, 2023

Honorable Mayor Louis Marino
Village of Port Chester
Honorable Members of the Village Board of Trustees
222 Grace Church Street
Port Chester, New York 10573

Honorable Mayor Marino and Honorable Trustees;

On the evening of December 11th, 2023 at 6:00 PM, a group of parishioners from the Parish of St. John Bosco will gather in front of the Church of Our lady of the Rosary on Don Bosco Place and proceed to St. John Bosco Church (Our Lady of Mercy) on Westchester Avenue.

They will be celebrating the vigil of the feast of Our Lady of Guadeloupe, the Patroness of the Americas. We would anticipate about 250 to 300 members in attendance. The group will walk from Our Lady of the Rosary making a left on Purdy Avenue and then a right on to Main Street and then a left on to Westchester Avenue. They will walk up Westchester Avenue followed by a truck carrying a sound system for music along the way.

We would humbly request a police escort leading and following the procession to ensure safety of the participants.

Your approval on the request will be greatly appreciated.

Thank you in advance and also for all the assistance you provide to our people,

Respectfully,


Rev. Patrick Angelucci, SDB
Pastor

Cc: Stuart L. Rabin, Village Manager
Chris Rosabella, Chief of Police
SGT W. Kreminski, Traffic Sergeant
Angelo Sposta, Fire Chief
Rocco Cambareri, General Forman
Kenn Barton, E.M.S. Administrator

**PUBLIC COMMENTS
AND
BOARD COMMENTS**