

# PUBLIC HEARING #1

## NOTICE OF PUBLIC HEARING

**LEGAL NOTICE IS HEREBY GIVEN** that pursuant to Section 130 of the Town Law of the State of New York, and pursuant to a resolution of the Mamaroneck Town Board adopted on January 6, 2016 a Public Hearing will be held on Wednesday, January 20, 2016 at 8:00 PM or as soon thereafter as is possible at the Town Center, 740 W. Boston Post Road, Mamaroneck, New York to consider: An Amendment to the Special Permit Approval Cambium Housing Development – Workforce Housing.

### Section 1 – Purpose.

The original Special Permit Approval granted to the Cambium Housing Development in 2006 included a workforce housing covenant. The Covenant required the construction of ten affordable rental units as part of the 149 unit complex. Under the current approval, the workforce housing may only be rental housing. The Town Board will consider an amendment to the approval that would permit rental or homeownership work force housing.

The full text of this Amendment is stated below and can also be examined and copies obtained at the Town Clerk's office during regular hours, Mon-Fri, 8:30 AM to 4:30 PM, In June, July and August until 4:00 PM at 740 W. Boston Post Road Mamaroneck, NY

**PLEASE TAKE FURTHER NOTICE** that at the Public Hearing all persons interested will be given an opportunity to be heard and that all persons are invited to submit written comments at or prior thereto.

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF MAMARONECK**

**CHRISTINA BATTALIA  
TOWN CLERK**

**Published: January 13, 2016**



**Town of Mamaroneck**

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

OFFICE OF THE TOWN ADMINISTRATOR

TEL: 914/381-7810

FAX: 914/381-7809

[townadministrator@townofmamaroneck.org](mailto:townadministrator@townofmamaroneck.org)

**Memorandum**

**To:** Supervisor & Town Board

**From:** Stephen V. Altieri

**Subject:** Amendment – Special Permit Cambium Housing Development

**Date:** January 15, 2016

Attached please find the consideration of the Public Hearing listed above.

Stephen V. Altieri  
Town Administrator

**EIGHTH AMENDMENT TO THE SPECIAL PERMIT ISSUED  
BY THE TOWN BOARD  
TO FCD MAMARONECK, LLC ON OCTOBER 18, 2006**

Whereas, on October 18, 2006, the Town Board adopted a resolution (“2006 Resolution”) wherein it issued a Special Permit to FCD Mamaroneck, LLC for the construction of the mixed-use development described in the 2006 Resolution, subject to the conditions and requirements contained in the 2006 Resolution, and

Whereas, the Town Board amended the 2006 Resolution seven previous times for various reasons by resolutions dated [INSERT DATE OF EACH RESOLUTION], and

Whereas, the special permit, as amended, (“Amended Permit”) requires there to be 10 workforce housing units within the development, and

Whereas, the Amended Permit requires that these workforce units be rental units, and

Whereas, there is no reason why these units could not or should not be owner occupied, and

Whereas, to allow these units to be owner occupied requires a further amendment to the 2006 Resolution, and

Whereas, because such an amendment will not result in any physical change to the development, the Town Board finds that it need not refer this matter to the Planning Board for its advice, and

Whereas, the Town Board conducted a public hearing upon the Applicant’s request on March 5, 2008, March 19, 2008 and April 2, 2008 at which all persons

wishing to address the Town Board were given sufficient time to speak and to submit written comments.

Now, therefore, after due deliberation, be it

RESOLVED, that the 2006 Resolution, as amended, is further amended to provide that the proposed use shall have no more than 149 dwelling units, and be it further

RESOLVED, that there shall be no more than 112 two-bedroom dwelling units with the remaining dwelling units being one-family dwelling units, and be it further

RESOLVED, that at least 10 dwelling units shall be in-perpetuity workforce housing units subject to a recorded restrictive covenant that either can be sold or rented to qualified persons, and be it further

RESOLVED, that no more than 8 of the workforce housing units be two bedroom units

e findings which the Town Board made in the 2006 Resolution as Lead Agency under the State Environmental Quality Review Act remain valid since the facts upon which those findings were made have not changed substantially. The Town Board determines that neither the extension of the dates for submitting a complete application for a building permit for the construction of the Mixed-Use Development and for obtaining that building permit to the dates requested by the Applicant nor the construction of the Parking Deck described in the 2006 Resolution will have any adverse impact upon the environment.

2. The Applicant's request is granted, subject to the following conditions and requirements set forth in this resolution:

I. The Applicant shall commence construction of the open air parking deck above Parking Lot #3 that is described in subparagraph (3) of paragraph B ("Specific Standards for the FCD Mamaroneck LLC Special Permit Application") of the 2006 Resolution by no later than the later of June 1, 2008 or the date that the Town has provided for the removal of all vehicles and personal property from Parking Lot #3 and has provided access to Parking Lot #3 to the Applicant or its contractors so that there are no physical impediments to the construction of that parking deck.

II. Paragraph 11 of the 2006 Resolution is deleted and the following is substituted in its place:

"11) Effective Date

If a counterpart of the Contract of Sale and the First Amendment to the Contract of Sale executed by the Applicant are not delivered to the Town Administrator within thirty (30) days following the date of this resolution, this Special Permit shall be deemed to have been revoked, without further action by the Town Board, on the thirty-first (31<sup>st</sup>) day following the date on which this resolution is passed."

III. Paragraph 12 of the 2006 Resolution is deleted and the following is substituted in its place:

"12) Failure to Perform the Contract of Sale

If (a) the contract for the sale of that certain piece or parcel of land consisting of approximately 5,550 square feet lying and being in the Town of Mamaroneck, County of Westchester and State of New York designated as Block 132, Lot 300.2 on the official

tax map of the Town of Mamaroneck and located on the east side of Byron Place takes effect and (b) the Applicant fails to perform its obligations under that contract, the Town may award a bid either:

(1) for the design and construction of a parking deck substantially similar to the parking deck described in subparagraph (3) of paragraph B (“Specific Standards for the FCD Mamaroneck LLC Special Permit Application”), above (hereafter and in paragraph 14, “Parking Deck”) if construction has not begun or if any improvements made to Parking Lot #3 are removed before construction of a deck for parking automobiles substantially similar to the Parking Deck can commence, or

(2) the completion of the Parking Deck if construction thereof has begun and can be completed without having to remove the improvements made to Parking Lot #3 and/or in either case, for the performance of the other work required to be done at Parking Lot #3. The work to be done pursuant to the awarded bid hereafter is referred to as the “Awarded Work”.

If such an award is made, the Applicant shall pay to the Town an amount equal to the amount that the Town actually pays for the Awarded Work plus the amount actually paid by the Town to engineers, architects, designers, attorneys and other professionals engaged by the Town in connection with preparing for, letting and administering such award. At the Town’s option, such payment shall be made in installments with each installment being paid within seven (7) days after a progress payment or a change order is approved by the Town or in one lump sum within seven (7) days after demand is made by the Town for such payment.”

IV. Paragraph 14 of the 2006 Resolution is deleted and the following is substituted in its place:

“14) Expiration of this Special Permit

A) This Special Permit shall expire automatically if the Applicant (a) does not submit a complete application for a building permit for the construction of the Mixed-Use Development on or before April 18, 2011 or (b) does not obtain such building permit on or before October 18, 2011.

B) If construction of the Parking Deck is not substantially completed (meaning that the Parking Deck is at a stage of construction that allows at least 118 automobiles to be parked in Parking Lot #3) by March 1, 2009 (as extended by one day for each day that there is a need for the Town to remediate contamination or that there is any delay beyond the reasonable control of a party, including delays caused by the other party [e. g., the Town's failure to make Parking Lot #3 ready for construction by June 1, 2008], governmental restrictions, governmental preemption, strikes, labor disputes, lockouts, shortages of labor and materials, enemy action, terrorist action, civil commotions, riots, insurrection, fires that are not the result of the negligence of the Applicant or its contractors and acts of God) but is substantially completed before the Town awards a bid for the Awarded Work, the date by which the Applicant must submit a complete application for a building permit for the construction of the Mixed-Use Development and the date by which the Applicant must obtain such building permit before this Special Permit expires shall be two (2) days sooner than the dates set forth in paragraph 14 A) for each day from March 2, 2008 to the day that the Town confirms that the Parking Deck and the other work required to be done at Parking Lot #3 have been constructed in accordance with the requirements of this Resolution. [Example: The Town confirms that the Parking Deck is substantially complete on April 14, 2009. That day is 44 days after March 1, 2009. The date by which the Applicant must submit a complete application for a building permit for the construction of the Mixed-Use Development is now January 20,

2011 and the date by which the Applicant must obtain such building permit is now July 23, 2011].

C) If the date for substantial completion of the Parking Deck is extended for any of the reasons contained in paragraph 14 B) hereof, the date by which the Applicant must submit a complete application for a building permit for the construction of the Mixed-Use Development and the date by which the Applicant must obtain such building permit shall be extended by one day for each day that there is a need for the Town to remediate contamination or that there is any delay beyond the reasonable control of a party, including delays caused by the other party [e. g., the Town's failure to make Parking Lot #3 ready for construction by June 1, 2008], governmental restrictions, governmental preemption, strikes, labor disputes, lockouts, shortages of labor and materials, enemy action, terrorist action, civil commotions, riots, insurrection, fires that are not the result of the negligence of the Applicant or its contractors and acts of God.

D) No building permit for the construction of this Mixed-Use Development shall be issued unless prior to or contemporaneous with its issuance, a building permit for the construction of the Parking Deck shall have been issued.

E) Any building permit issued for the construction of this Mixed-Use Development can be revoked if, in the opinion, of the Director of Building Code Enforcement and Land Use Administration, the construction of the Parking Deck is not being carried on diligently.”

3. All of the paragraphs of the 2006 Resolution (including the 20 recital paragraphs appearing at the beginning of the 2006 Resolution) that have not been deleted

or amended by this resolution hereby are reconfirmed and shall remain in full force and effect.

4. The Town Administrator is authorized to execute the annexed **FIRST AMENDMENT TO THE CONTRACT OF SALE** on behalf of the Town.

5. The following documents are incorporated into the Special Permit as if fully set forth herein and are considered an integral part of the Special Permit:

[LIST RELEVANT WRITTEN SUBMISSIONS, IF ANY

EX.: Planning Board's advisory opinion, Brian Lobel's e-mail and Mr. Taubenfeld's remarks on March 5]

6. Within five (5) business days of the adoption of this resolution, the Town Administrator or other duly authorized person (i) shall ascertain whether a copy of this resolution has been filed in the office of the Town Clerk and if not, shall cause a copy to be so filed and (ii) shall transmit by first-class mail, telefax or electronic mail, a copy of this resolution to the Applicant and to the agencies which are either interested or involved agencies under the regulations promulgated by the New York State Department of Conservation pursuant to the State Environmental Quality Review Act.

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# **PUBLIC HEARING #2**

# PUBLIC DISCUSSION

## NOTICE OF PUBLIC HEARING

LEGAL NOTICE IS HEREBY GIVEN that pursuant to Section 130 of the Town Law of the State of New York, and pursuant to a resolution of the Mamaroneck Town Board adopted on January 06, 2016 a Public Hearing will be held on Wednesday, January 20, 2016 at 8:00 PM or as soon thereafter as is possible at the Town Center, 740 W. Boston Post Road, Mamaroneck, New York to consider: "Addition of Building Inspector to the Town Code" Law".

### Section 1 – Purpose.

The Town Code grants to the Director of Building Code Enforcement and Land Use Administration the powers ordinarily bestowed upon a building inspector in a municipal code. This local law adds the Building Inspector to the places in the Code where the Director of Building Code Enforcement and Land Use Administration is mentioned so that the power to perform the Director of Building Code Enforcement and Land Use Administration's functions under the Code will be in the hands of both the Building Inspector and the Director of Building Code Enforcement and Land Use Administration.

In addition, where appropriate, this local law amends those sections of the Code that are being amended by this law to make them gender neutral.

The full text of this Amendment is stated below and can also be examined and copies obtained at the Town Clerk's office during regular hours, Mon-Fri, 8:30 AM to 4:30 PM, in June, July and August until 4:00 PM at 740 W. Boston Post Road Mamaroneck, NY

PLEASE TAKE FURTHER NOTICE that at the Public Hearing all persons interested will be given an opportunity to be heard and that all persons are invited to submit written comments at or prior thereto.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF MAMARONECK

CHRISTINA BATTALIA  
TOWN CLERK

Published: January 12, 2016

**Local Law No. - 2016**

This local law shall be known as the "Addition of Building Inspector to the Town Code" Law.

BE IT ENACTED by the Town Board of the Town of Mamaroneck

**Section 1 – Purpose:**

The Town Code grants to the Director of Building Code Enforcement and Land Use Administration the powers ordinarily bestowed upon a building inspector in a municipal code. This local law adds the Building Inspector to the places in the Code where the Director of Building Code Enforcement and Land Use Administration is mentioned so that the power to perform the Director of Building Code Enforcement and Land Use Administration's functions under the Code will be in the hands of both the Building Inspector and the Director of Building Code Enforcement and Land Use Administration.

In addition, where appropriate, this local law amends those sections of the Code that are being amended by this law to make them gender neutral.

**Section 2 – Amendment of current sections of the Mamaroneck Code:**

The following sections of the Code of the Town of Mamaroneck hereby are amended so that the title "Director of Building Code Enforcement and Land Use Administration" is replaced with the words "the Building Inspector or the Director of Building Code Enforcement and Land Use Administration":

**Sections**

3-10

3-11

40-2A

40-2B

40-2C

55-5 (unlettered paragraph)

90-5 (both places)

106-4A

106-4B

106-20A (four places)

106-20B (three places)

106-27C

106-27D

106-27E (two places)

106-38B

106-38D

106-39A

106-39B  
106-40A  
106-40 C (unlettered paragraph) (both places)  
106-40 C (7)  
106-40 E (four places)  
106-41A  
106-42A  
106-43 (unlettered paragraph)  
106-46A  
106-46B  
106-46C  
106-46D  
106-47A  
106-47B  
106-47C (two places)  
106-47D  
106-48A (two places)  
106-50 (two places)  
106-52 (unlettered paragraph)  
106-52A  
106-53  
106-57  
106-62 (three places)  
114-6B  
144-5A  
158-5A (three places)  
158-5C (three places)  
158-5D  
158-8 (two places)  
161-13B (two places)  
175-3 (two places)  
175-5  
175-8A  
175-8A (3)  
175-8D  
175-11K (two places)  
177-7C  
177-9A  
177-10A (20)  
177-10D  
177-11  
177-14  
183-14  
190-8A

192-5B  
207-8  
234-3B  
240-19.1G  
240-25F (3)  
240-25F (5)  
240-28F (2)  
240-28F (6)  
240-61E  
240-71  
240-73  
240-83C (3) (c)  
240-83C (4)  
240-84A  
240-84B  
240-84C  
240-85A  
240-85C (two places)  
240-86A (two places)  
240-86C (two places)  
240-89D (1)  
240-89D (2)  
240-89F  
240-91  
A250-1

Section 3 – Amendment of current sections of the Mamaroneck Code:

The following sections of the Code of the Town of Mamaroneck hereby are amended so that the title “Director of Building Code Enforcement and Land Use Administration” is replaced with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”:

Sections

55-5C  
71-2D  
71-3  
82-5  
82-12  
102-4  
102-5  
106-18  
106-19  
106-41C

106-43D  
106-44 (two places)  
106-45  
106-51 (two places)  
106-54A  
106-54C  
106-55A  
106-55B (two places)  
108-6  
114-8 (unlettered paragraph)  
137-3  
158-9A  
158-9B (two places)  
175-9A (three places)  
192-7 (two places)  
207-9  
240-88B

Section 4 – Amendment of current sections of the Mamaroneck Code:

Section 5-14 and 110-11 of the Code of the Town of Mamaroneck hereby are amended by deleting therefrom the title “Director of Building Code Enforcement and Land Use Administration” and replacing them with the words “the Director of Building Code Enforcement and Land Use Administration or if that position is vacant, the Building Inspector”.

Section 5 – Amendment of a current section of the Mamaroneck Code:

Section 32-4 of the Code of the Town of Mamaroneck hereby is amended by adding between the titles “Assistant Building Inspector” and “Code Enforcement Officer” in the definition of **CONSTABLES** the title “Building Inspector”.

Section 6 – Amendment of a current section of the Mamaroneck Code:

Section 71-2A of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “The Director of Building Code Enforcement and Land Use Administration or one of his designated representatives” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 7 – Amendment of a current section of the Mamaroneck Code:

Section 71-2B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “Director of Building Code Enforcement and Land Use Administration or his designated

representative” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 8 – Amendment of a current section of the Mamaroneck Code:

Section 91-7 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “the Director of Building Code Enforcement and Land Use Administration” and replacing them with the words “the Building Inspector, the Director of Building Code Enforcement and Land Use Administration”.

Section 9 – Amendment of a current section of the Mamaroneck Code:

Section 95-7B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words

**“STORMWATER MANAGEMENT OFFICER**

The Director of Building Code Enforcement and Land Use Administration or his (her) designee.”

and replacing them with the words

**“STORMWATER MANAGEMENT OFFICER**

The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative.”

Section 10 – Amendment of a current section of the Mamaroneck Code:

Section 103-3 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “Director of Building Code Enforcement and Land Use Administration of the Town of Mamaroneck and he” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative and he/she”.

Section 11 – Amendment of a current section of the Mamaroneck Code:

Section 106-37 of the Code of the Town of Mamaroneck hereby is amended

by deleting therefrom the word “shall” from sections 106-37A and 106-37B and replacing it with the word “may” in both sections, and

by adding a new section 106-37D that reads as follows:

“D. If the office of the Director of Building Code Enforcement and Land Use Administration is vacant, the Building Inspector shall have all of the Director of Building Code Enforcement and Land Use Administration’s powers, duties and responsibilities.”

Section 12 – Amendment of a current section of the Mamaroneck Code:

Section 106-40E of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the title “Building Inspector” and replacing them with the words “Building Inspector or the Director of Building Code Enforcement and Land Use Administration”.

Section 13 – Amendment of a current section of the Mamaroneck Code:

Section 106-41B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “the Director of Building Code Enforcement and Land Use Administration or his authorized representative” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 14 – Amendment of a current section of the Mamaroneck Code:

Section 106-41B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “the Director of Building Code Enforcement and Land Use Administration for the use of any other department of the Town” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or for the use of any other department of the Town”.

Section 15 – Amendment of a current section of the Mamaroneck Code:

Section 106-43E of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “the Director of Building Code Enforcement and Land Use Administration and/or his designated deputies” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 16 – Amendment of a current section of the Mamaroneck Code:

Section 106-49A of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words

**“DIRECTOR**

The Director of Building Code Enforcement and Land Use Administration”

and replacing them with the words

**“DIRECTOR**

The Building Inspector or the Director of Building Code Enforcement and Land Use Administration”.

Section 17 – Amendment of a current section of the Mamaroneck Code:

Section 106-59 of the Code of the Town of Mamaroneck hereby is amended

by deleting its current title and replacing it with the words “Notice to the Building Inspector or the Director of Building Code Enforcement and Land Use Administration” and

by deleting from the text of the section the words “in writing, to the Director of Building Code Enforcement and Land Use Administration” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration” and

by deleting from the text of the section the words “The Director of Building Code Enforcement and Land Use Administration shall inspect such premises, and, if the structure is found unsafe, the Director of Building Code Enforcement and Land Use Administration shall order it repaired” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall inspect such premises, and, if the structure is found unsafe, the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall order it repaired”.

Section 18 – Amendment of a current section of the Mamaroneck Code:

Section 114-9 of the Code of the Town of Mamaroneck hereby is amended

by deleting from sections 114-9 A and 114-9B the title “Director of Buildings” and replacing it with the titles “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration” and

by deleting from section 114-9C the title “Director of Buildings” and replacing it with the words “Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 19 – Amendment of a current section of the Mamaroneck Code:

Section 161-12 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “This article shall be enforced by the designated Building Official of the Town or by deputies whom said Building Official designates for this purpose” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall enforce this article.”

Section 20 – Amendment of a current section of the Mamaroneck Code:

Section 175-4 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words

**“DIRECTOR OF BUILDING CODE ENFORCEMENT AND LAND USE ADMINISTRATION**

The Director of Building Code Enforcement and Land Use Administration, or such other officer duly appointed to perform the duties of that position.”

and replacing them with the words

**“BUILDING INSPECTOR/DIRECTOR OF BUILDING CODE ENFORCEMENT AND LAND USE ADMINISTRATION**

The Building Inspector or the Director of Building Code Enforcement and Land Use Administration, or such other officer duly appointed to perform the duties of that position.”

Section 21 – Amendment of a current section of the Mamaroneck Code:

Section 192-5F of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “Screening. Screening as is deemed necessary by the Director of Building Code Enforcement and Land Use Administration may be required by him” and replacing them with the words “Screening. Such screening as the Building Inspector or the Director of Building Code Enforcement and Land Use Administration may deem necessary.”

Section 22 – Amendment of a current section of the Mamaroneck Code:

Section 240-83B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “This chapter shall be enforced by the Director of Building Code Enforcement and Land Use Administration, in accordance with this chapter” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall enforce this article.”

Section 3 – Severability:

Should any provision of this Local Law be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration of unconstitutionality or invalidity shall not affect any other provisions of this Local Law, which may be implemented without the invalid or unconstitutional provisions.

**Section 4 – Effective Date:**

**This Local Law shall become effective upon filing with the Secretary of State.**

12/30/15

**Local Law No. - 2016**

This local law shall be known as the "Addition of Building Inspector to the Town Code" Law.

BE IT ENACTED by the Town Board of the Town of Mamaroneck

**Section 1 – Purpose:**

The Town Code grants to the Director of Building Code Enforcement and Land Use Administration the powers ordinarily bestowed upon a building inspector in a municipal code. This local law adds the Building Inspector to the places in the Code where the Director of Building Code Enforcement and Land Use Administration is mentioned so that the power to perform the Director of Building Code Enforcement and Land Use Administration's functions under the Code will be in the hands of both the Building Inspector and the Director of Building Code Enforcement and Land Use Administration.

In addition, where appropriate, this local law amends those sections of the Code that are being amended by this law to make them gender neutral.

**Section 2 – Amendment of current sections of the Mamaroneck Code:**

The following sections of the Code of the Town of Mamaroneck hereby are amended so that the title "Director of Building Code Enforcement and Land Use Administration" is replaced with the words "the Building Inspector or the Director of Building Code Enforcement and Land Use Administration":

**Sections**

3-10

3-11

40-2A

40-2B

40-2C

55-5 (unlettered paragraph)

90-5 (both places)

106-4A

106-4B

106-20A (four places)

106-20B (three places)

106-27C

106-27D

106-27E (two places)

106-38B

106-38D

106-39A

106-39B  
106-40A  
106-40 C (unlettered paragraph) (both places)  
106-40 C (7)  
106-40 E (four places)  
106-41A  
106-42A  
106-43 (unlettered paragraph)  
106-46A  
106-46B  
106-46C  
106-46D  
106-47A  
106-47B  
106-47C (two places)  
106-47D  
106-48A (two places)  
106-50 (two places)  
106-52 (unlettered paragraph)  
106-52A  
106-53  
106-57  
106-62 (three places)  
114-6B  
144-5A  
158-5A (three places)  
158-5C (three places)  
158-5D  
158-8 (two places)  
161-13B (two places)  
175-3 (two places)  
175-5  
175-8A  
175-8A (3)  
175-8D  
175-11K (two places)  
177-7C  
177-9A  
177-10A (20)  
177-10D  
177-11  
177-14  
183-14  
190-8A

192-5B  
207-8  
234-3B  
240-19.1G  
240-25F (3)  
240-25F (5)  
240-28F (2)  
240-28F (6)  
240-61E  
240-71  
240-73  
240-83C (3) (c)  
240-83C (4)  
240-84A  
240-84B  
240-84C  
240-85A  
240-85C (two places)  
240-86A (two places)  
240-86C (two places)  
240-89D (1)  
240-89D (2)  
240-89F  
240-91  
A250-1

Section 3 – Amendment of current sections of the Mamaroneck Code:

The following sections of the Code of the Town of Mamaroneck hereby are amended so that the title “Director of Building Code Enforcement and Land Use Administration” is replaced with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”:

Sections

55-5C  
71-2D  
71-3  
82-5  
82-12  
102-4  
102-5  
106-18  
106-19  
106-41C

106-43D  
106-44 (two places)  
106-45  
106-51 (two places)  
106-54A  
106-54C  
106-55A  
106-55B (two places)  
108-6  
114-8 (unlettered paragraph)  
137-3  
158-9A  
158-9B (two places)  
175-9A (three places)  
192-7 (two places)  
207-9  
240-88B

Section 4 – Amendment of current sections of the Mamaroneck Code:

Section 5-14 and 110-11 of the Code of the Town of Mamaroneck hereby are amended by deleting therefrom the title “Director of Building Code Enforcement and Land Use Administration” and replacing them with the words “the Director of Building Code Enforcement and Land Use Administration or if that position is vacant, the Building Inspector”.

Section 5 – Amendment of a current section of the Mamaroneck Code:

Section 32-4 of the Code of the Town of Mamaroneck hereby is amended by adding between the titles “Assistant Building Inspector” and “Code Enforcement Officer” in the definition of **CONSTABLES** the title “Building Inspector”.

Section 6 – Amendment of a current section of the Mamaroneck Code:

Section 71-2A of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “The Director of Building Code Enforcement and Land Use Administration or one of his designated representatives” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 7 – Amendment of a current section of the Mamaroneck Code:

Section 71-2B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “Director of Building Code Enforcement and Land Use Administration or his designated

representative” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 8 – Amendment of a current section of the Mamaroneck Code:

Section 91-7 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “the Director of Building Code Enforcement and Land Use Administration” and replacing them with the words “the Building Inspector, the Director of Building Code Enforcement and Land Use Administration”.

Section 9 – Amendment of a current section of the Mamaroneck Code:

Section 95-7B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words

**“STORMWATER MANAGEMENT OFFICER**

The Director of Building Code Enforcement and Land Use Administration or his (her) designee.”

and replacing them with the words

**“STORMWATER MANAGEMENT OFFICER**

The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative.”

Section 10 – Amendment of a current section of the Mamaroneck Code:

Section 103-3 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “Director of Building Code Enforcement and Land Use Administration of the Town of Mamaroneck and he” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative and he/she”.

Section 11 – Amendment of a current section of the Mamaroneck Code:

Section 106-37 of the Code of the Town of Mamaroneck hereby is amended

by deleting therefrom the word “shall” from sections 106-37A and 106-37B and replacing it with the word “may” in both sections, and

by adding a new section 106-37D that reads as follows:

"D. If the office of the Director of Building Code Enforcement and Land Use Administration is vacant, the Building Inspector shall have all of the Director of Building Code Enforcement and Land Use Administration's powers, duties and responsibilities."

Section 12 – Amendment of a current section of the Mamaroneck Code:

Section 106-40E of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the title "Building Inspector" and replacing them with the words "Building Inspector or the Director of Building Code Enforcement and Land Use Administration".

Section 13 – Amendment of a current section of the Mamaroneck Code:

Section 106-41B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words "the Director of Building Code Enforcement and Land Use Administration or his authorized representative" and replacing them with the words "the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either's designated representative".

Section 14 – Amendment of a current section of the Mamaroneck Code:

Section 106-41B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words "the Director of Building Code Enforcement and Land Use Administration for the use of any other department of the Town" and replacing them with the words "the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or for the use of any other department of the Town".

Section 15 – Amendment of a current section of the Mamaroneck Code:

Section 106-43E of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words "the Director of Building Code Enforcement and Land Use Administration and/or his designated deputies" and replacing them with the words "the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either's designated representative".

Section 16 – Amendment of a current section of the Mamaroneck Code:

Section 106-49A of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words

**"DIRECTOR**

The Director of Building Code Enforcement and Land Use Administration"

and replacing them with the words

**“DIRECTOR**

The Building Inspector or the Director of Building Code Enforcement and Land Use Administration”.

Section 17 – Amendment of a current section of the Mamaroneck Code:

Section 106-59 of the Code of the Town of Mamaroneck hereby is amended

by deleting its current title and replacing it with the words “Notice to the Building Inspector or the Director of Building Code Enforcement and Land Use Administration” and

by deleting from the text of the section the words “in writing, to the Director of Building Code Enforcement and Land Use Administration” and replacing them with the words “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration” and

by deleting from the text of the section the words “The Director of Building Code Enforcement and Land Use Administration shall inspect such premises, and, if the structure is found unsafe, the Director of Building Code Enforcement and Land Use Administration shall order it repaired” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall inspect such premises, and, if the structure is found unsafe, the Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall order it repaired”.

Section 18 – Amendment of a current section of the Mamaroneck Code:

Section 114-9 of the Code of the Town of Mamaroneck hereby is amended

by deleting from sections 114-9 A and 114-9B the title “Director of Buildings” and replacing it with the titles “the Building Inspector or the Director of Building Code Enforcement and Land Use Administration” and

by deleting from section 114-9C the title “Director of Buildings” and replacing it with the words “Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative”.

Section 19 – Amendment of a current section of the Mamaroneck Code:

Section 161-12 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “This article shall be enforced by the designated Building Official of the Town or by deputies whom said Building Official designates for this purpose” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall enforce this article.”

Section 20 – Amendment of a current section of the Mamaroneck Code:

Section 175-4 of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words

**“DIRECTOR OF BUILDING CODE ENFORCEMENT AND LAND USE ADMINISTRATION**

The Director of Building Code Enforcement and Land Use Administration, or such other officer duly appointed to perform the duties of that position.”

and replacing them with the words

**“BUILDING INSPECTOR/DIRECTOR OF BUILDING CODE ENFORCEMENT AND LAND USE ADMINISTRATION**

The Building Inspector or the Director of Building Code Enforcement and Land Use Administration, or such other officer duly appointed to perform the duties of that position.”

Section 21 – Amendment of a current section of the Mamaroneck Code:

Section 192-5F of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “Screening. Screening as is deemed necessary by the Director of Building Code Enforcement and Land Use Administration may be required by him” and replacing them with the words “Screening. Such screening as the Building Inspector or the Director of Building Code Enforcement and Land Use Administration may deem necessary.”

Section 22 – Amendment of a current section of the Mamaroneck Code:

Section 240-83B of the Code of the Town of Mamaroneck hereby is amended by deleting therefrom the words “This chapter shall be enforced by the Director of Building Code Enforcement and Land Use Administration, in accordance with this chapter” and replacing them with the words “The Building Inspector or the Director of Building Code Enforcement and Land Use Administration or either’s designated representative shall enforce this article.”

Section 3 – Severability:

Should any provision of this Local Law be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration of unconstitutionality or invalidity shall not affect any other provisions of this Local Law, which may be implemented without the invalid or unconstitutional provisions.

**Section 4 – Effective Date:**

**This Local Law shall become effective upon filing with the Secretary of State.**

12/30/15

**FIRE COMMISSION**

**ITEM #1**



**FIRE COMMISSION**

**ITEM #2**

**No Attachment**

# Affairs of the Town #1

# **AFFAIRS OF THE TOWN OF MAMARONECK**

## **1. Appointments – Boards & Commissions**

**Is located in your Worksession Packet**

# Affairs of the Town #2



**Town of Mamaroneck**

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

TEL: 914/381-7810

FAX: 914/381-7809

[townadministrator@townofmamaroneck.org](mailto:townadministrator@townofmamaroneck.org)

OFFICE OF THE TOWN ADMINISTRATOR

**Memorandum**

**To:** Supervisor & Town Board

**From:** Stephen V. Altieri

**Subject:** Authorization – Transfer of Funds – Tree Planting Program

**Date:** January 15, 2016

The fall tree planting program in 2015 included the purchase of tree plaques. Therefore, it is necessary to transfer funds from the Tree Fund into the Community Beautification Operating Account.

Stephen V. Altieri  
Town Administrator

**ACTION REQUESTED THAT THE TOWN BOARD AUTHORIZE A TRANSFER OF FUNDS IN THE AMOUNT OF \$400.00 FROM THE TOWN'S TREE PLANTING TRUST FUND INTO OPERATING ACCOUNT A-8510.4178**

**2015 BUDGET AMENDMENT - TRANSFER FROM TRUST FUND TO GENERAL FUND**

*RB*

1/20/2016 *B*  
1/6/2016 TOWN BOARD MEETING

**GENERAL TOWN WIDE FUND (FUND A):**

INCREASE BUDGET:

A.0000.5041	TRANSFERS FROM TRUST FUND	\$	400.00
A.8510.4178	PLANTS / TREES/ MOSQUITO CONTROL	\$	400.00

\* (REPRESENTS USE OF TREE PLANTING FUND DONATIONS  
FOR PURCHASE OF TREE PLAQUES FOR 2015 FISCAL YEAR)

* TRUST A/C # T.0000.0097 (TREE PLANTING TRUST FUND):			
	CURRENT BALANCE (PRIOR TO TRANSFER)	\$	26,616.81
	TRANSFER TO GEN TOWN FUND - A.8510.4178	\$	(400.00)
	REVISED BALANCE (AFTER TRANSFER)	\$	26,216.81

# Affairs of the Town #3



# Town of Mamaroneck

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

OFFICE OF THE TOWN ADMINISTRATOR

TEL: 914/381-7810

FAX: 914/381-7809

townadministrator@townofmamaroneck.org

## Memorandum

**To: Supervisor and Town Board**

**Re: 2016 Budget Correction – Central Garage**

**Date: January 15, 2016**

During a recent review of the 2016 Town Budget we identified an error in the salary schedule for the Central Garage. The salary schedule for the Central Garage was not updated to reflect the 2016 salaries as per our collective bargaining agreement with the Civil Service Employees Association.

Therefore we are requesting a transfer of funds in order to make the appropriate budget correction to the Central Garage salary schedule. The amount requested is \$4,857.

**ACTION REQUESTED: THAT THE TOWN BOARD AUTHORIZE A TRANSFER OF FUNDS IN THE AMOUNT OF \$4,857 FROM THE HIGHWAY FUND SURPLUS ACCOUNT TO HIGHWAY FUND ACCOUNT DB 5130.5995**

Stephen V. Altieri  
Town Administrator

**BUDGET AMENDMENT - INCREASE 2016 HIGHWAY FUND BUDGET**



1/20/2016 TOWN BOARD MEETING

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**HIGHWAY (FUND DB):**

INCREASE BUDGET:

DB.0000.5995	APPROPRIATED FUND BALANCE	\$	4,857.00
DB.5130.1010	SALARIES	\$	4,857.00

*\* REPRESENTS ANTICIPATED USAGE OF HIGHWAY FUND UNRESERVED FUND BALANCE  
TO FUND THE CORECTION TO SALARY SCHEDULE FOR 3 AUTO MECHANICS IN CENTRAL GARAGE.*

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**FISCAL YEAR 2016 SALARY SCHEDULE (WORKSHEET)**

FUND/ DEPT	DEPARTMENT	EMPLOYEE NAME	TITLE	STEP & GRADE	SALARY EFFECTIVE 1/1/2016	SALARY EFFECTIVE Anniversary	ADJUSTED ANNUAL SALARY		(BUDGET)	(BUDGET)	(BUDGET)
									SALARY	LINE ITEM	LINE ITEM
									TOTAL	TOTALS	CODE
B.8090	ENVIRONMENTAL CONTROL	Paul, Elizabeth	ENVIRONMENTAL COORDINATOR	MGT	\$63,485		\$63,485	1	\$63,485	\$63,485	B.8090.1010
	Total:	(Paul)	CLOTHING ALLOWANCE				\$500	1	\$500	\$500	B.8090.1012
	1	(Paul)	LONGEVITY				\$925	1	\$925	\$925	B.8090.1016
			OVERTIME				\$1,400		\$1,400	\$1,400	B.8090.1015
TOTAL ENVIRONMENTAL CONTROL										\$66,310	
TOTAL PART TOWN FUND									\$5,488,637	\$5,488,637	
DB.5110	ROAD MAINTENANCE	Casterella, Alan	GENERAL FOREMAN	MGT	\$80,100		\$80,100	93%	\$74,493		
	Total:	Combio, Michael	SEWER MAINTENANCE FOREMAN	IV / 8	\$73,570		\$73,570	50%	\$36,785		
	10.83	Barreto, John	LABOR FOREMAN	IV / 8	\$73,570		\$73,570	1	\$73,570		
		Gonch, Christopher	MOTOR EQUIPMENT OPERATOR II	III / 8	\$70,241		\$70,241	50%	\$35,121		
		Phillipson, John	MOTOR EQUIPMENT OPERATOR II	III / 8	\$70,241		\$70,241	1	\$70,241		
		Reggina, Anthony	MOTOR EQUIPMENT OPERATOR II	III / 8	\$70,241		\$70,241	1	\$70,241		
		Vega, Ronaldo	MOTOR EQUIPMENT OPERATOR II	III / 8	\$70,241		\$70,241	1	\$70,241		
		Pacewicz, Benedict	MAINTENANCE MECH. / SIGNS	III / 8	\$70,241		\$70,241	40%	\$28,096		
		Gutierrez, J. Roger	MOTOR EQUIPMENT OPERATOR I	II / 8	\$67,646		\$67,646	1	\$67,646		
		Llaque, Max	MOTOR EQUIPMENT OPERATOR I	II / 8	\$67,646		\$67,646	50%	\$33,823		
		Mendes, Michael	MOTOR EQUIPMENT OPERATOR I	II / 8	\$67,646		\$67,646	1	\$67,646		
		Cuccinella, Dennis	SKILLED LABORER	II / 8	\$67,646		\$67,646	1	\$67,646		
		Giordano, Joseph	SKILLED LABORER	II / 8	\$55,490	\$59,542	\$59,366	1	\$59,366		
		Vacant	OFFICE ASSISTANT	III / 2	\$39,841		\$39,841	75%	\$29,881	\$784,785	DB.5110.1010
		(Combio, Barreto, Gonch, Pacewicz)	STIPENDS				\$6,275	3.5	\$6,275	\$6,275	DB.5110.1019
			CLOTHING ALLOWANCE				\$450	11.43	\$5,144	\$5,144	DB.5110.1012
		(Cuccinella & Giordano)	NON-PARTICIPATION MEDICAL				\$9,000	2	\$9,000	\$9,000	DB.5110.1030
			LONGEVITY				\$9,763	11.3	\$9,763	\$9,763	DB.5110.1016
			OVERTIME				\$30,000		\$30,000	\$30,000	DB.5110.1015
TOTAL GENERAL REPAIRS										\$844,967	
DB.5130	CENTRAL GARAGE	Pinto, Michael	GARAGE FOREMAN	MGT	\$80,100		\$80,100	1	\$80,100		
	Total:	Caporala, Frank	AUTO MECHANIC	IV / 8	\$71,951		\$71,951	1	\$71,951	X	
	5	Difiora, Stefano	AUTO MECHANIC	IV / 8	\$71,951		\$71,951	1	\$71,951	X	
		Galli, John	AUTO MECHANIC	IV / 8	\$71,951		\$71,951	1	\$71,951	X	
		Berlingo, Christopher	AUTO MECHANIC	IV / 4	\$51,550	\$55,955	\$54,790	1	\$54,790	\$350,743	DB.5130.1010
		\$15 PER HR	LABORER - P/T				\$10,000	1	\$10,000	\$10,000	DB.5130.1021
			TOOL ALLOWANCE				\$300	5	\$1,500	\$1,500	DB.5130.1014
			CLOTHING ALLOWANCE				\$450	5	\$2,250	\$2,250	DB.5130.1012
		(Pinto, Caporala, Difiora, Galli)	LONGEVITY				\$3,450	4	\$3,450	\$3,450	DB.5130.1016
			OVERTIME				\$40,000		\$40,000	\$40,000	DB.5130.1015
TOTAL CENTRAL GARAGE										\$407,943	

Correct Salary S/B - \$73,570

⊗ Diff - \$1,619 x 3 = \$4,857

**CSEA UNION - HIGHWAY STAFF  
SALARY SCHEDULE CONTRACT YEAR 1/01/2013 - 12/31/2016**

	<u>Job Group</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1/01/2013 1.75%	I	33,402	37,542	41,476	45,410	49,344	53,279	57,213	61,147
	II	36,912	40,734	44,543	48,353	52,162	55,971	59,780	63,589
	III	38,546	42,461	46,388	50,317	54,243	58,172	62,100	66,028
	IV	40,191	44,318	48,458	52,599	56,738	60,878	65,017	69,158

	<u>Job Group</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1/01/2014 1.75%	I	33,987	38,199	42,202	46,205	50,208	54,211	58,214	62,217
	II	37,558	41,447	45,322	49,200	53,075	56,950	60,827	64,702
	III	39,220	43,204	47,200	51,198	55,193	59,190	63,186	67,184
	IV	40,894	45,093	49,306	53,520	57,731	61,944	66,155	70,368

	<u>Job Group</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1/01/2015 2.25%	I	34,751	39,059	43,152	47,245	51,338	55,431	59,524	63,617
	II	38,403	42,379	46,342	50,307	54,269	58,231	62,195	66,158
	III	40,102	44,176	48,262	52,350	56,435	60,522	64,608	68,695
	IV	41,814	46,108	50,415	54,724	59,030	63,337	67,644	71,951

	<u>Job Group</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1/01/2016 2.25%	I	35,533	39,938	44,123	48,308	52,493	56,678	60,863	65,048
	II	39,267	43,333	47,384	51,438	55,490	59,542	63,595	67,646
	III	41,005	45,170	49,348	53,527	57,704	61,884	66,062	70,241
	IV	42,755	47,145	51,550	55,955	60,358	64,763	69,166	73,570

X

✓

(RB)

# Affairs of the Town #4



**Town of Mamaroneck**

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

OFFICE OF THE TOWN ADMINISTRATOR

TEL: 914/381-7810

FAX: 914/381-7809

[townadministrator@townofmamaroneck.org](mailto:townadministrator@townofmamaroneck.org)

**Memorandum**

**To:** Supervisor & Town Board  
**From:** Stephen V. Altieri  
**Subject:** Authorization – Transfer of Funds Town Center Budget  
**Date:** January 15, 2016

The Town had not anticipated the need to replace a piece of snow removal equipment necessary for use at the Town Center. Therefore, we are seeking authorization to implement an intra-budget transfer to account for the purchase of the equipment.

Stephen V. Altieri  
Town Administrator

**ACTION REQUESTED THAT THE TOWN BOARD AUTHORIZE AN INTRA-BUDGET TRANSFER IN THE AMOUNT OF \$1,500.00 FROM ACCOUNT A16.4011 TO ACCOUNT A1620.2102 FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT.**



**GENERAL TOWNWIDE (FUND A):**

**BUDGET TRANSFER:**

FROM	A.1620.4011	BLDG. & GROUNDS SUPPLIES		\$ (1,500.00)
TO	A.1620.2102	MISCELLANEOUS EQUIPMENT		\$ 1,500.00

**\* REPRESENTS FUNDS TO BE REALLOCATED TO OPERATING MISC. EQUIPMENT A/C FOR UNANTICIPATED PURCHASE OF SNOW BLOWER TO BE USED AT TOWN CENTER.**

## Siligato, Tony

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**From:** Orchanian, Michael  
**Sent:** Monday, January 11, 2016 11:01 AM  
**To:** Siligato, Tony  
**Subject:** budget adjustment

Hi Tony,

This is a request to move \$1,500.00 from my supply line 1620-4011 into my equipment line 1620-2102. This adjustment is for the purchase of a new snow blower.

Thanks

Mike

---

IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this message in error, please notify the sender immediately and arrange for the return or destruction of these documents.

# Affairs of the Town #5



**Town of Mamaroneck**

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

TEL: 914/381-7810

FAX: 914/381-7809

[townadministrator@townofmamaroneck.org](mailto:townadministrator@townofmamaroneck.org)

OFFICE OF THE TOWN ADMINISTRATOR

**Memorandum**

**To:** Supervisor & Town Board

**From:** Stephen V. Altieri

**Subject:** Authorization – Engagement Letter, Wilson, Elser & Moskowitz  
Save the Sound Litigation

**Date:** January 15, 2016

This matter was deferred from a prior Board meeting in order to clarify those communities that would be represented by Wilson, Elser in the Save the Sound Litigation. That matter has been resolved and Wilson, Elser is amending its engagement letter which I will deliver to the Board on Tuesday, January 19<sup>th</sup>.

Stephen V. Altieri  
Town Administrator

# Affairs of the Town #6

**AFFAIRS OF THE TOWN ITEMS:**

**6. Approval of Revised Procurement  
Policy**

**and**

**7. Authorization – Community Choice  
Aggregation Agreement**

**Are located in your Worksession Packet**

# Affairs of the Town #7

# Affairs of the Town #8



# Town of Mamaroneck

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

OFFICE OF THE TOWN ADMINISTRATOR

TEL: 914/381-7810

FAX: 914/381-7809

townadministrator@townofmamaroneck.org

## Memorandum

**To: Supervisor and Town Board**

**Re: Authorization- Westchester County Snow and Ice Control Agreement**

**Date: January 15, 2016**

Attached is the proposed renewal agreement between Westchester County and the Town of Mamaroneck for snow and ice control on County Roads in the Town. Within the Town there are 1.64 miles of County Roads that includes Murray Avenue and Palmer Avenue.

The notable terms of the agreement are:

- The Town agrees to provide all labor, materials and equipment for snow and ice control on County Roads
- A new provision in the agreement provides a schedule to modify the agreement should the County decide to assume responsibility for snow removal.
- The term of the agreement is five years- 2015-2020
- The Town is entitled to the higher of the two fee schedules (Schedule B) "with the 208 incentive". The 208 incentive is paid to communities that comply with the Best Practices Manual for the storage of road salt. Our salt is stored in a covered shed which prevents erosion of salt into drains and sanitary sewers.
- The fee to be paid is \$4,474 per lane mile for a three lane road and \$5,011 per lane mile for a four lane road. For the Town this means a total reimbursement of \$7,482 per season.
- The fee will be revised each year by the change in the New York Metro CPI to a maximum of 3.5%
- The Town agrees to indemnify and defend the County from claims that may arise from our snow removal activities. Applicable insurance certificates must be provided.

**ACTION REQUESTED: THAT THE TOWN BOARD APPROVE THE INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR SNOW AND ICE CONTROL ON WESTCHESTER COUNTY ROADS IN THE TOWN OF MAMARONECK AND THAT THE TOWN ADMINISTRATOR BE AUTHORIZED TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN.**

Stephen V. Altieri  
Town Administrator

THIS AGREEMENT made the 21st day of January 2016 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, 148 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

**THE TOWN OF MAMARONECK**, a municipal corporation of the State of New York, having offices at 740 West Boston Post Road, Mamaroneck, New York 10543 (hereinafter referred to as the "Municipality")

**WITNESSETH:**

**WHEREAS**, the County desires to obtain services for the removal of snow and ice from designated County roads within the Municipality to provide for reasonable passage and movement of vehicles over such roads; and

**WHEREAS**, the Municipality is willing to furnish such services and the County desires to purchase same subject to the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

**FIRST**: This Agreement shall commence on October 1, 2015 and shall expire on September 30, 2020 unless sooner terminated as herein provided.

**SECOND**: The Municipality agrees to furnish all necessary personnel, machinery, tools, supplies and equipment to provide snow removal and ice control services upon County roads within the boundaries of the Municipality as identified in the list attached hereto and made a part hereof as Schedule "D". Said services shall be provided upon the paved portions of County roads as well as County road bridges and bridge sidewalks and shall include the plowing or removal of snow and ice, all necessary sanding, and appropriate measures to keep catch basins and drains clear of ice and debris, until the end of the snow removal season.

All work shall be performed in the manner prescribed by the Westchester County Commissioner of Public Works and Transportation ("Commissioner") or his authorized representative and shall be completed to his satisfaction.

**THIRD**: For the services performed pursuant to Paragraph **SECOND** above, the County shall pay the Municipality as follows:

(i) At such time as the Municipality's salt storage and application rates shall be in compliance with the recommendations of the 208 Water Quality Program, as described in the "Best Management Practices Manual" published as part of that Program as amended or supplemented, then payment shall be provided in accordance with the rates set forth in Schedule "B" for those seasons the municipality is in compliance.

(ii) In the event the Municipality shall not be in compliance with the 208 Water Quality Program "Best Management Practices Manual" as amended or supplemented or, if in compliance, shall fail to so comply during the term of this Agreement, then the Municipality shall be entitled to payment only for the actual amounts expended to provide snow and ice removal services up to the maximum rates set forth in Schedule "A".

(iii) Schedule "D" will be modified to add and/or delete roads, or sections of roads, as they may be added to and/or deleted from the County road system. Such addition and/or deletion may only take place upon the completion of action by the Westchester County Board of Legislators.

Payments will be prorated to pay as follows:

	<u>Roads Added</u>	<u>Roads Deleted</u>
November	90%	10%
December	80%	20%
January	60%	40%
February	30%	70%
March	10%	90%

(iv) During the period October 1, 2016 through September 30, 2017 the amount payable to the Municipality for said period shall be increased by the percentage, if any, that the Consumer Price Index ("C.P.I.") in the month of June, 2016 has increased over the C.P.I. in the month of June, 2015. For the next period (October 1, 2017 through September 30, 2018) the

2017-2018 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2017 over the month of June, 2016. For the next period (October 1, 2018 through September 30, 2019) the 2018-2019 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2018 over the month of June, 2017. For the next period (October 1, 2019 through September 30, 2020) the 2019-2020 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2019 over the month of June, 2018. In no event, however, shall the increase in the amount payable by the County for the services rendered hereunder exceed three and one half percent (3 ½%) in any year of the Agreement over the preceding year's amount.

In the event the C.P.I. decreases during any one (1) year term of this Agreement, the amount payable by the County shall decrease accordingly, but in no event shall the amount payable decrease below the amount payable during the first one (1) year term of this contract.

For the purpose of this paragraph, the C.P.I. shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, for New York, Northeastern New Jersey Area as published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. as the "Consumer Price Index for all Urban Consumers" (CPI-U) 1982-84 base = 100.

If the Federal government shall cease to publish such index, then the substitute index published shall be used for the purpose of adjusting the amount payable to the Municipality.

**FOURTH:** Any and all requests for payment to be made shall be submitted within thirty (30) days after notice by the Department of Public Works and Transportation, on a properly executed claim form together with an itemized schedule of amounts expended to furnish such services. Payment shall be made only after approval by the Commissioner.

This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof and no liability under this Agreement shall be incurred by the County beyond moneys available for the purposes thereof.

**FIFTH:** The Municipality shall keep accurate records of its business operations hereunder in accordance with generally accepted accounting principles.

The Commissioner, or his duly authorized representative, shall have the right to inspect and audit such records and statements at all reasonable times to insure that the Municipality is complying with the terms of this Agreement. To the extent practicable such inspections shall take place at the offices of the Municipality. The Municipality agrees that all equipment charges shall be in accordance with rates established by the New York State Department of Transportation and all labor charges shall be in accordance with the prevailing rates within the Municipality for similar highway work.

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a

proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

**SEVENTH:** The County, upon thirty (30) days written notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it is in its best interest. Subject to the availability of funds, the Municipality shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

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

**EIGHTH:** Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations hereunder.

All subcontracts entered into by the Municipality shall provide that subcontractors are subject to and must comply with all terms and conditions set forth in this Agreement. All work performed by the subcontractor shall be deemed work performed by the Municipality.

**NINTH:** The Municipality shall comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, all applicable provisions of the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

**TENTH:** The Municipality hereby acknowledges and agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Municipality, subcontractor, nor any person acting on behalf of such Municipality or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no Municipality, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status;

(c) that there may be deducted from the amount payable to the Municipality by the County under this Agreement a penalty of FIFTY (\$50.00) DOLLARS for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;

(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Agreement; and

(e) the aforesaid provisions of this section covering every agreement for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

**ELEVENTH:** The Municipality, in its own name and naming the County as an additional named insured, shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "C", attached hereto and made a part hereof.

The Municipality agrees to indemnify, defend and hold the County of Westchester and 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 out of this Agreement due to the negligent acts or omissions of the Municipality.

The Municipality shall, within ten (10) days of the occurrence thereof, notify the Commissioner of any action, proceeding, claim or demand arising hereunder.

**TWELFTH:** 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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses 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.

To the County:

Commissioner  
Westchester County Department of Public Works and Transportation  
Michaelian Office Building  
148 Martine Avenue, Room 518  
White Plains, New York 10601

With a copy to:

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

To the Municipality:

Town Administrator  
Town of Mamaroneck  
740 West Boston Post Road  
Mamaroneck, New York 10543

**THIRTEENTH:** **VENDOR DIRECT PAYMENT:** All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "E." Payments will be automatically credited to the Municipality's designated bank account at the Municipality's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. 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 County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

**FOURTEENTH:** The failure of either party 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 for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party or any provision hereof shall be implied.

**FIFTEENTH:** This Agreement shall bind the successors, assigns and representatives of the parties hereto.

**SIXTEENTH:** 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. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Westchester and the Municipality have executed this Agreement.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Jay T. Pisco, P.E.  
Commissioner of Public Works and Transportation

**TOWN OF MAMARONECK**

By: \_\_\_\_\_  
Name: Stephen V. Altieri  
Title: Town Administrator

Authorized by the Westchester County Board of Legislators on the 14<sup>th</sup> day of December, 2015.

Authorized by the Westchester County Board of Acquisition and Contract on the 22<sup>nd</sup> day of December, 2015.

Approved as to form and  
manner of execution

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

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this 21st day of JANUARY 2016, before me personally came  
STEPHEN V. ALTIERI, to me known, and known to me to be the  
TOWN ADMINISTRATOR of THE TOWN OF MAMARONECK.

the municipal corporation described in and which executed the within instrument, who being by me duly  
sworn did depose and say that he, the said TOWN ADMINISTRATOR resides at  
WHITE PLAINS, NEW YORK and that he is TOWN ADMINISTRATOR  
of said municipal corporation.

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

\_\_\_\_\_  
County



**SCHEDULE "A"**

**Effective October 1, 2015**

**Without "208" Incentive**

- \$2,228.00 per mile for 2 lane roads
- \$2,938.00 per mile for 3 lane roads
- \$3,248.00 per mile for 4 lane roads

**SCHEDULE "B"**

**Effective October 1, 2015**

**With "208" Incentive**

- \$3,441.00 per mile for 2 lane roads
  - \$4,474.00 per mile for 3 lane roads
  - \$5,011.00 per mile for 4 lane roads
-

## SCHEDULE "C"

### STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

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

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

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

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

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

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

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

(b) Employer's Liability with minimum limit of \$100,000.

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

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All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(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:

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

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

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

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

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

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

**SCHEDULE "D"**  
**COUNTY ROADS - SNOW AND ICE AGREEMENT**

**TOWN OF MAMARONECK**

C.R. NO.	COUNTY ROAD NAME	CTR- LINE MILES	2 LANE MILES	3 LANE MILES	4 LANE MILES
44A	PALMER AVENUE	0.64	0.00	0.64	0.00
67II	PALMER AVENUE	0.05	0.00	0.00	0.05
74	MURRAY AVENUE	<u>0.95</u>	<u>0.00</u>	<u>0.73</u>	<u>0.22</u>
<b>TOTAL MILEAGE - MAMARONECK</b>		<b>1.64</b>	<b>0.00</b>	<b>1.37</b>	<b>0.27</b>

## SCHEDULE "E"

### Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Westchester County • Department of Finance • Treasury Division

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

Authorization Is:  
(check one)

- New
- Change

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

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

#### Section I - Vendor Information

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

#### Section II- Financial Institution Information

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

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

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## 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.**

# Affairs of the Town #9



## Town of Mamaroneck

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

AMBULANCE DISTRICT

TEL: 914/381-7838

FAX: 914/381-2010

mamkambulancedist@townofmamaroneck.org

To: Stephen V. Altieri, Town Administrator

Date: January 14, 2016

From: Michael Liverzani

Re: 2016 Ambulance Rates

The Ambulance District FY 2016 revenue budget is based on slight increases to our fee schedule.

In consultation with our billing service, the new rates were established based on the Medicare rate schedule. As you know a majority of our billing revenue is derived from Medicare, and most private insurance companies abide by the Medicare fee schedule. These rates reflect our long-standing policy of keeping balance bills for patients with Medicare coverage to a minimum.

Therefore, I respectfully request the Town Board adopt the 2016 Ambulance District Fee Schedule. When adopted I will notify Evolution Billing Concepts to adjust our service rates.

Our **current fee schedule** is as follows:

BLS Emergency	\$600
ALS I Emergency	\$745
ALS II Emergency	\$845
ALS Assessment	\$70
Mileage	\$14.50 per loaded mile

### 2016 Proposed Fee Schedule

<b>BLS Emergency</b>	<b>\$610 (1.7%)</b>
<b>ALS I Emergency</b>	<b>\$755 (1.3%)</b>
<b>ALS II Emergency</b>	<b>\$855 (1.2%)</b>
<b>ALS Assessment</b>	<b>\$70 (0%)</b>
<b>Mileage</b>	<b>\$15.00 per loaded mile (3.4%)</b>