

**TOWN OF MAMARONECK
TOWN BOARD AGENDA
WEDNESDAY, SEPTEMBER 7, 2016**

THE TOWN BOARD WILL CONVENE – at 5:00 PM, In Conference Room D to discuss:

1. Discussion – Remediation of the Floor at the Firehouse
2. Discussion – Unsafe - Building Proceeding – 40 Weaver Street
3. Review of Rock Removal Law
4. Review of Method of Sale – In Rem Properties
5. Review Feasibility Analysis – Roundabout – Madison Avenue & New Jefferson Street
6. Request for Historic Marker – Palmer Avenue & Weaver Street
7. Update – Floor Area Ratio Law
8. New Business

REQUEST FOR EXECUTIVE SESSION – Personnel & Litigation

8:00PM CALL TO ORDER – CONFERENCE ROOM C

SUPERVISOR’S SUMMARY REPORT

PUBLIC HEARING – Amendment to Rock Removal Law

BOARD OF FIRE COMMISSIONERS

1. Fire Claims
2. Salary Authorization – Appoint Firefighter
3. Other Fire Department Business

AFFAIRS OF THE TOWN OF MAMARONECK

1. Authorization – Transfer of Funds – Sewer Repairs – Colonial Avenue
2. Authorization – Transfer of Funds – School Zone Traffic Signal
3. Authorization – Stop DWI Patrol Project Reimbursement Intermunicipal Agreement
4. Consideration of Certiorari

APPROVAL OF MINUTES – July 18, 2016 & August 8, 2016

Special Meetings of May 16, 2016, July 8, 2016 & July 27, 2016, August 22, 2016

REPORTS OF THE COUNCIL

TOWN CLERK’S REPORT

NEXT REGULARLY SCHEDULED MEETINGS – September 21, 2016 & October 5, 2016

Any physically handicapped person needing special assistance in order to attend the meeting should call the Town Administrator's office at 381-7810.

WORKSESSION

ITEM 1

NO ATTACHMENT

WORKSESSION
ITEM 2

NO ATTACHMENT

WORKSESSION
ITEM 3



Town of Mamaroneck

County of Westchester

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

COUNSEL

TEL: 914/381-7815

FAX: 914/381-7809

WMakerJr@TownofMamaroneckNY.org

MEMORANDUM

To: Stephen V. Altieri, Town Administrator
Christina Battalia, Town Clerk

From: William Maker, Jr., Attorney for the Town

Subject: Local law regarding Rock Removal by Mechanical Means

Date: August 12, 2016

I attach the proposed law that will be the subject of a public hearing at the Town Board's September 7, 2016 meeting.



Local Law No. - 2016

This local law shall be known as the "Second Amendment to the Days and Hours when Removal of Rock by Mechanical Means is Permitted in Residence Districts and in the Recreation District of the Town of Mamaroneck" Law.

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

Section 1 – Purpose:

In 2004, the Town Board enacted Local Law No. 2-2004 to create rules for the days and hours when removal of rock by mechanical means would be permitted in Residence Districts and in the Recreation District of the Town. By Local Law No. 10-2007, the Town Board amended Local Law No. 2-2004 based upon the Town's experience with the original law. Nine years have passed since the 2007 amendment and over that time period, the Town Board has had the opportunity to observe the workings of this law, as amended, and has determined that further refinements should be made in order to balance the rights of persons to enjoy peace and tranquility in their neighborhoods with the rights of owners to develop or improve their homes and properties in ways permitted by the zoning ordinance.

Section 2 – Amendment of a current section of the Mamaroneck Code:

Section 106-58.1 of the code of the Town of Mamaroneck hereby is repealed and the following substituted in its place:

§106-58.1 Duration and hours for mechanical rock removal

A. As used in this section, the following terms shall have the meanings indicated:

MECHANICAL MEANS

The use of any tools that are not operated solely by human muscular power. Explosives and the tools used in connection therewith shall not be considered mechanical means.

ORIGINAL CONSTRUCTION

Streets and curbs, and the lines, pipes, culverts and conduits used for transporting potable water, stormwater, sewage and utilities, such as gas, telephone, electricity, cable television and internet service, that are built on land subdivided after February 1, 2004, if the subdivision plat creating the lots in that subdivision also created one or more new private or public streets or created extensions to any existing private or public street.

ROCK

Natural stone and not impervious concretions created by humans such as macadam, concrete and bricks.

ROCK REMOVAL

The reduction in size of rocks by mechanical means and the removal of such rock from the subject property.

ROCK REMOVAL PERMIT

A permit issued for rock removal on a subject property.

SUBJECT PROPERTY

A lot for which a rock removal permit is required, or is land where original construction is to occur if such land lies outside a lot.

- B. A rock removal permit is required for the removal of rock of any quantity.

- C. Rock removal shall be allowed only on the 15 days (not including Saturdays, Sundays and public holidays listed in § 24 of the New York General Construction Law) immediately following the date of the rock removal permit. The rock removal permit shall contain the date after which rock removal no longer will be allowed to be done pursuant to that permit. Upon a showing of undue hardship, the Building Inspector or the Director of Building Code Enforcement and Land Use Administration may extend the last day on which rock may be removed pursuant to a rock removal permit by up to 5 days. If the number of additional days would include a day or days on which rock removal is prohibited by this section, the extension period will bypass such days and resume on the first day thereafter when rock removal is permitted by this section. This subsection shall not apply to original construction.

- D. For original construction, rock removal shall be allowed only for the 180 days (not including Saturdays, Sundays and public holidays listed in § 24 of the New York General Construction Law) immediately following the date of the rock removal permit. That permit shall contain the date after which rock removal no longer will be allowed to be done pursuant to that permit.

- E. Notice to neighbors; affidavit of mailing.
 - (1) No later than 10 days before rock removal for which a rock removal permit is required commences, the following notice shall be mailed to the owners of each lot that has a lot line lying within 150 feet of any lot line of the subject property:

"Dear Neighbor,

Rock removal from the property known as [INSERT THE STREET ADDRESS OR THE LOCATION OF THE SUBJECT PROPERTY IF IT HAS NO STREET ADDRESS] by mechanical means, such as drills, jackhammers and other types of gas, diesel or electric powered equipment is scheduled to begin on [INSERT EFFECTIVE DATE OF THE ROCK REMOVAL PERMIT].

The law does not permit rock removal by mechanical means to occur on Saturdays, Sundays or public holidays. It also prohibits such removal before 9:00 AM (prevailing time) and after 6:00 PM (prevailing time) on those days when rock removal by mechanical means is permitted.

The last day on which rock can be removed from this site by mechanical means is [INSERT THE LAST DATE ON WHICH ROCK REMOVAL BY MECHANICAL MEANS CAN OCCUR].

For further information, please contact [INSERT THE NAME OF THE OWNER OR THE PERSON IN CHARGE OF THE PROJECT] at the following telephone number: [INSERT CURRENT TELEPHONE NUMBER OF THE PERSON WHOSE NAME APPEARS ABOVE].

Very truly yours,

[SIGNATURE OF THE OWNER OF THE SUBJECT PROPERTY]

[PRINT OR TYPE THE NAME OF THE OWNER OF THE SUBJECT PROPERTY]"

- (2) An affidavit attesting to that mailing must be filed with the Building Department before a rock removal permit can be issued for the subject property. The owner of the subject property shall attest to that affidavit.
- F. Rock removal shall not be permitted in any residence district or in the Recreation District of the Town of Mamaroneck:
- (1) On Saturdays;
 - (2) On Sundays;
 - (3) On public holidays listed in § 24 of the New York Construction Law; or
 - (4) Before 9:00 a.m. (prevailing time) or after 6:00 p.m. (prevailing time) on weekdays which are not public holidays listed in § 24 of the New York General Construction Law.
- G. No more than one rock removal permit shall be issued for a subject property within any twelve month period.
- H. Any person who violates this section shall be guilty of a violation which shall be punishable by a fine of not more than \$1,000 or 15 days in jail, or both, and also shall be liable for the civil penalty imposed by § 106-55C of the Code. Each use of mechanical means to remove rock on a day or at an hour when rock removal is prohibited by this section shall constitute a separate offense.

- I. If there is a violation of this section by someone other than the owner of the subject property, the owner of the subject property also shall be guilty of a violation which shall be punishable by a fine of not more than \$1,000 or 15 days in jail, or both, and also shall be liable for the civil penalty imposed by § 106-55C of the Code.
- J. This section shall not apply to the removal of rock which is excavated without first being reduced in size.
- K. This section shall not apply to public utility companies, the United States of America, the State of New York, the County of Westchester, the Town of Mamaroneck, the Mamaroneck Union Free School District, the Villages of Larchmont, Mamaroneck or Scarsdale or any independent contractors engaged by any of them.

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.

August 12, 2016

WORKSESSION
ITEM 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

To: Supervisor and Town Board
Re: Sale of In Rem Properties
Date: August 24, 2016

This memorandum is to outline for the Town Board the plan for the sale of those properties listed in the in rem proceeding as approved by the Court. We want to be certain that the process is completely transparent and that our notifications are as broad as possible. Therefore a formal public notice will be published in the newspaper and on the Town website listing all the properties. The tax maps for each of the properties would be posted on the website as well.

All but two of the properties are small properties not suitable for development and in some cases the parcels are landlocked. Therefore simultaneous with formal notification in the newspaper and on the website, the Town will notify by mail all those property owners that are directly adjacent to the properties for sale. Consideration may also be given to posting a sign on those parcels that are complete lots.

Below is a listing of the properties and their status. For the two properties that are full building lots with existing homes, the recommendation is to offer the properties by way of auction. For the smaller properties the plan would be to use a mix of offerings; sealed bid or a negotiated sale depending upon the response to the notifications.

Section 1 Block 104 Lot 300 – Park Hill Lane- - Unincorporated Area

This is a landlocked parcel that abuts 8 and 10 Park Hill Lane and also abuts the Larchmont Reservoir Property. For this parcel consideration could be given to offering it to the Village of Larchmont or to dedicate it as an additional parcel to be attached to the Reservoir property.

Section 1 Block 104 Lot 505 - Park Hill Lane- -Unincorporated Area

This is a landlocked parcel that abuts parcels of land in the City of New Rochelle which we can identify for notification purposes and 6 Park Hill Lane and 4 Addee Circle.

Section 2 Block 205 Lot 70 – 59 Mohegan Road – Unincorporated Area

This is an improved lot with a residence. A public auction of the property is recommended for this parcel.

Section 2 Block 206 Lot 129 – South Ridge Road- -Unincorporated Area

This is a landlocked parcel that abuts 816 Fenimore Road 13 South Ridge Road. The parcel also abuts parcels in the Village of Mamaroneck which we can identify for notification purposes.

Section 3 Block 314 Lot 47- Fenimore Road- Unincorporated Area

This landlocked parcel abuts 2 Poccia, 1 Poccia Circle and 847 Fenimore Road.

Section 4 Block 403 Lot 98 – Palmer Avenue- Unincorporated Area

This parcel does include what amounts to an insignificant frontage on Palmer Avenue but does abut 1011 and 1007 Palmer Avenue

Section 4 Block 412 Lot 1002 – Rock Ridge Road- Unincorporated Area

This parcel is landlocked and abuts 10, 12, and 14 Rock Ridge Road. It also abuts properties in an adjoining section that will be identified for notification purposes.

Section 5 Block 501 Lot 299- Harrison Drive –Unincorporated Area

This parcel does include what amounts to an insignificant frontage on Harrison Avenue but does about 57 Harrison Drive, 36 Shadow Lane and 55 Harrison Drive

Section 5 Block 503 Lot -490 – 84 Iselin Terrace – Unincorporated Area

This is an improved lot with a residence. A public auction of the property is recommended for this parcel.

Section 5 Block 506 Lot 6 – Pryer Manor Road-Unincorporated Area

This parcel of land fronts onto Pryer Manor Road, it abuts the 19 and 27 Pryer Manor Road. Both of these parcels are owned by the same owner. The parcel also abuts the Pryer Manor Marsh which is located in the City of New Rochelle.

Section 6 Block 617 Lot 119 – Mayhew Avenue/ Beverly Place- Village of Larchmont

This landlocked parcel abuts 11 and 14 Beverly Place as well as 4 and 6 Mayhew Avenue.

Section 7 Block 721 Lot 20 – Cedar Avenue – Village of Larchmont

This parcel has an insignificant frontage on Cedar Avenue and abuts 18 and 20 Prospect Avenue and 5 Maple Avenue.

Section 7 Block 721 Lot 841 – Prospect Avenue – Village of Larchmont

This parcel has an insignificant frontage on Prospect Avenue and abuts 31 Prospect Avenue, 18 Linden Avenue and 16 Linden Avenue.

Section 9 Block 927 Lot 148 – Old Boston Post Road – Village of Mamaroneck

This parcel does have 25ft of frontage on Old Boston Post Road and abuts 1016 and 1006 Old Boston Post Road and 325 Cooper Avenue

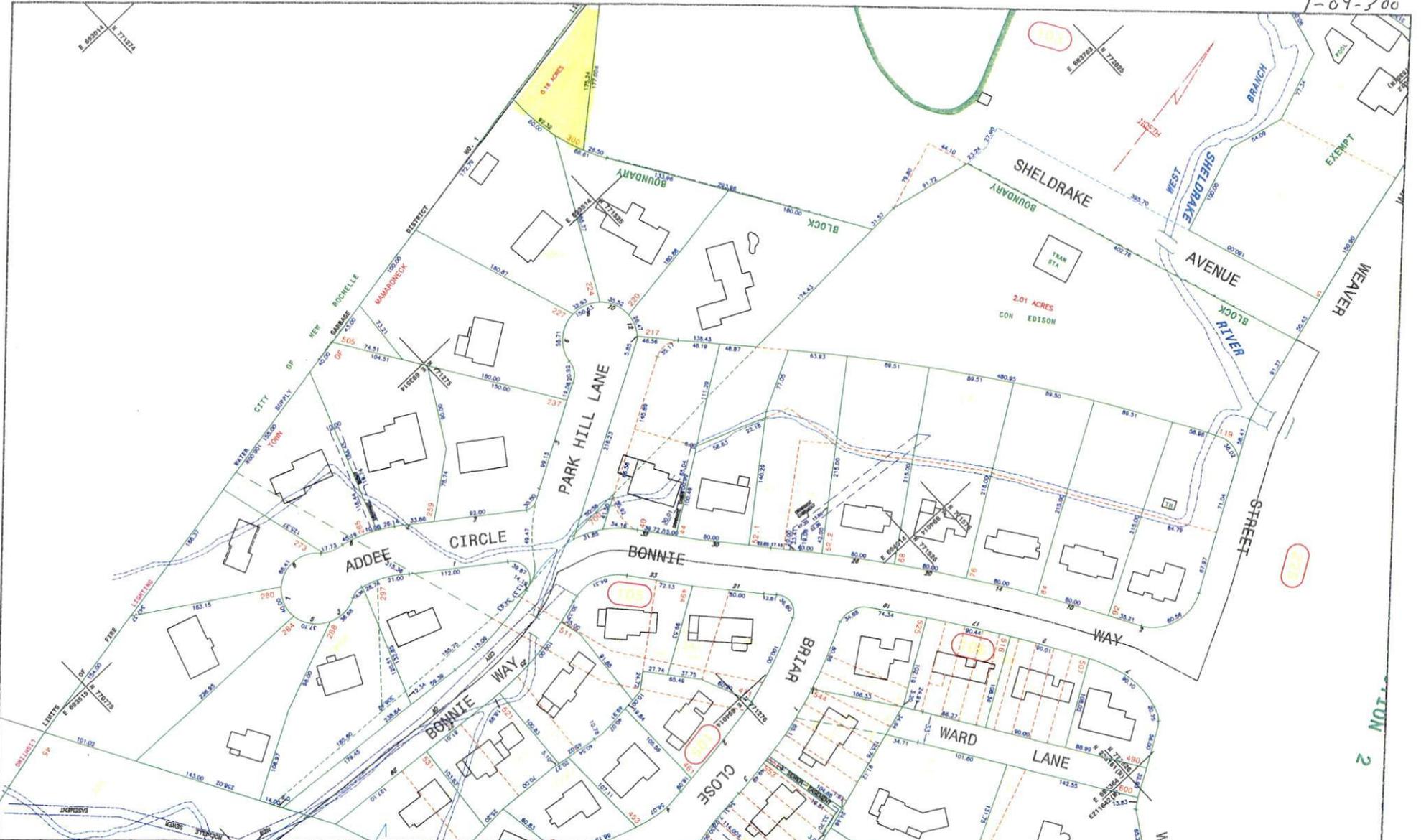
Section 9 Block 942 Lot 710.2 – Cove Road North- Village of Mamaroneck

This is a very small parcel of land roughly 100square feet. There have been discussions between the Town and the title company connected to this parcel. Because of the size of the property the recommendation will be to transfer the property to the title company contingent on their agreeing to pay the full value of the outstanding taxes on the parcel.

We will also have your review a copy of the proposed terms and conditions of the sale. Upon your review and approval of the final procedures for the sale and transfer of the properties we will immediately begin the process.

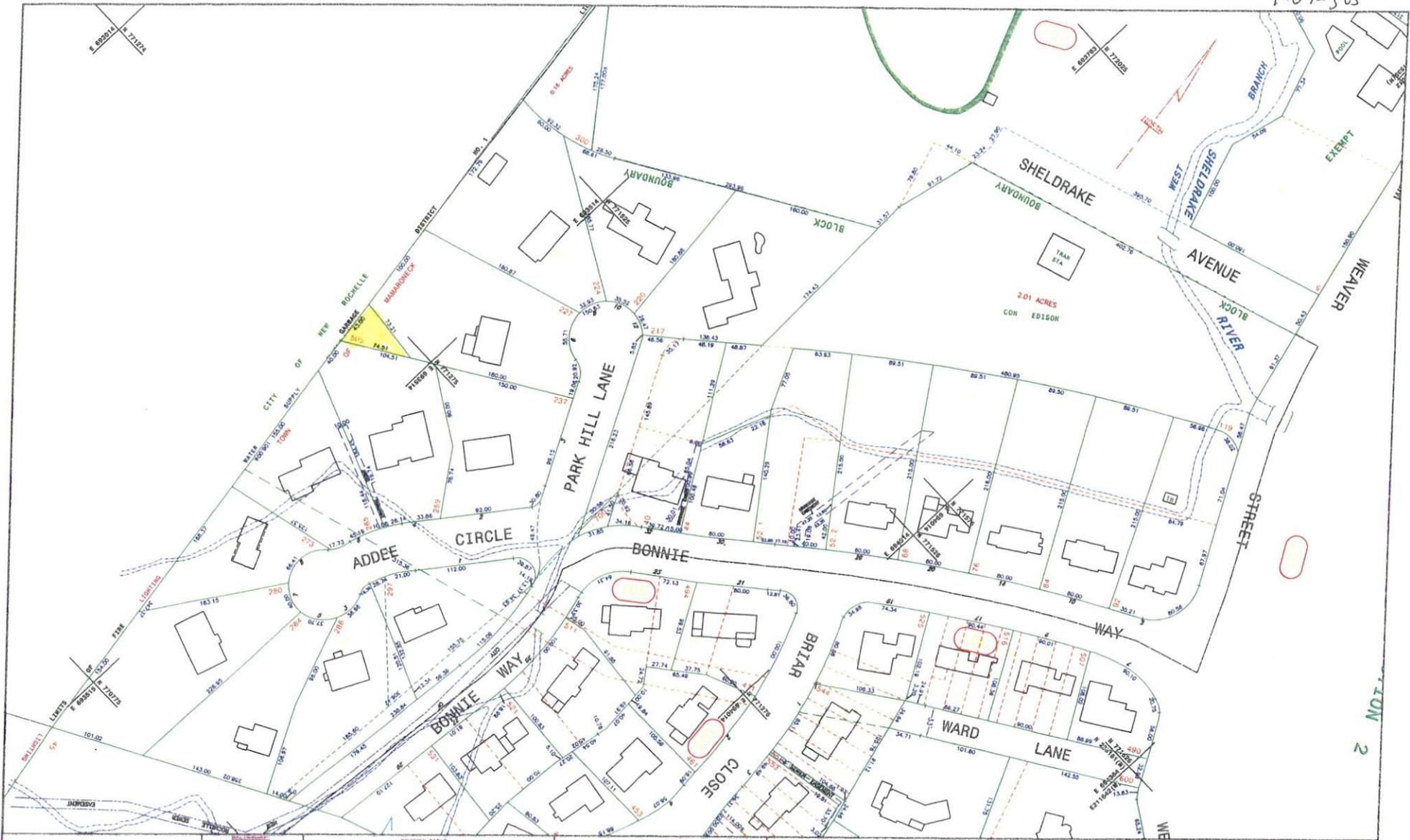
Stephen V. Altieri
Town Administrator

1-04-300



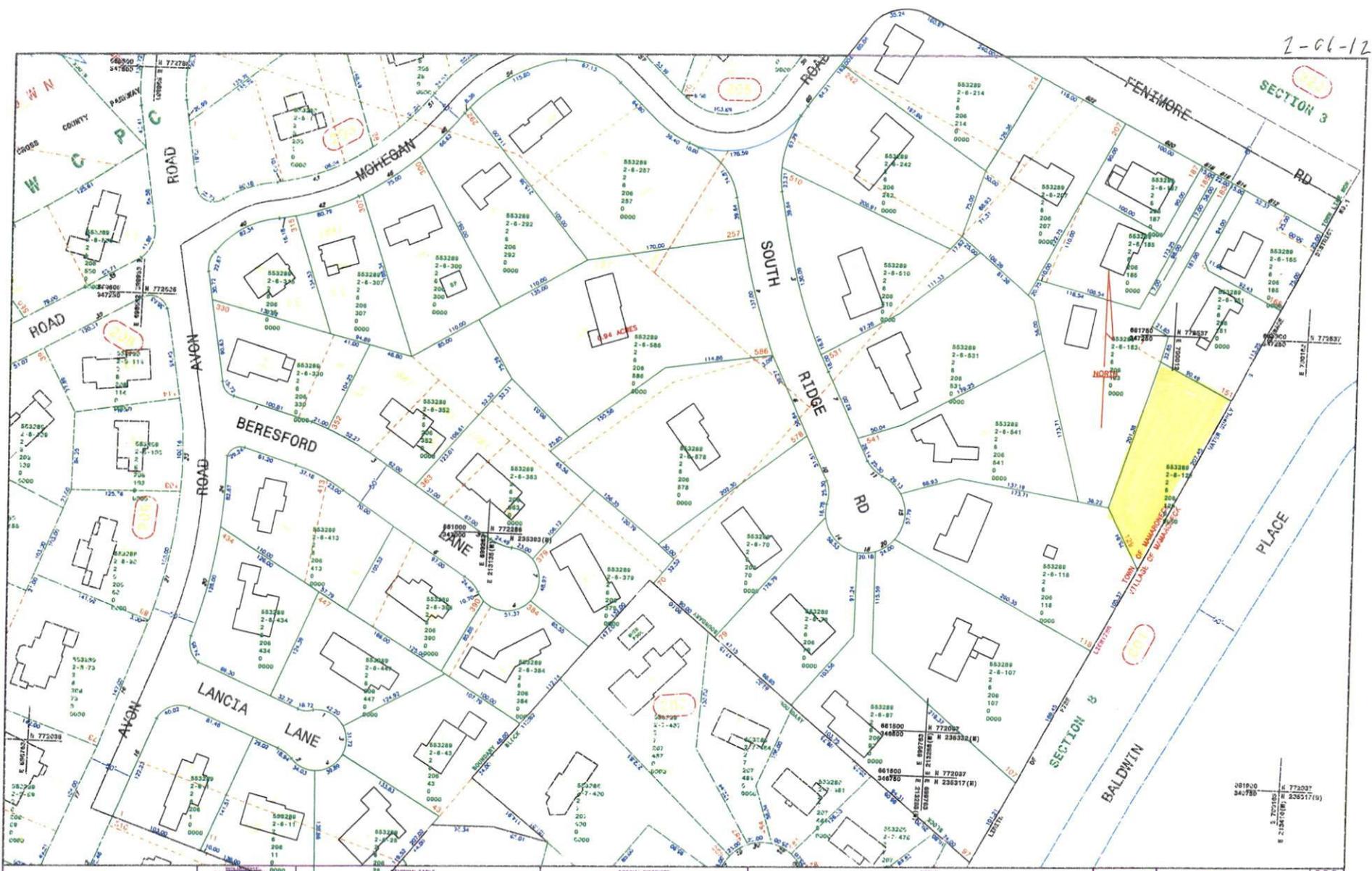
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1-04-505



PREPARED FOR TOWN OF MAMARONECK NEW YORK		REVISION TABLE		SPECIAL DISTRICTS	LEGEND	ASSESSMENT MAP TOWN OF MAMARONECK NEW YORK	104
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2-06-129



PREPARED FOR TOWN OF MAMARONECK NEW YORK		SHEET NO. 28 EVYSON TABLE		SPECIAL DISTRICTS		LEGEND		ASSESSOR'S MAP TOWN OF MAMARONECK NEW YORK		206
THE MAP AND DATA ARE THE PROPERTY OF THE TOWN OF MAMARONECK. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY INJURIES OR DEATHS. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY CONSEQUENCES OF ANY ACTIONS OR INACTIONS. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY CLAIMS OR DAMAGES. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY COSTS OR EXPENSES. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY FEES OR CHARGES. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY TAXES OR DUTIES. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY PENALTIES OR FINES. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY INTEREST OR DELAY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF PROFITS OR BUSINESS. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF REVENUE OR INCOME. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF OPPORTUNITY OR BENEFIT. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF TIME OR EFFORT. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF REPUTATION OR CREDIT. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR INFORMATION. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF ACCESS OR USE. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF CONTROL OR MANAGEMENT. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF SECURITY OR PROTECTION. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF PRIVACY OR CONFIDENTIALITY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF IDENTITY OR PERSONALITY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF FREEDOM OR LIBERTY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF HUMAN DIGNITY OR RESPECT. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF CULTURAL HERITAGE OR TRADITION. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF ENVIRONMENTAL QUALITY OR BEAUTY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF SOCIAL COHESION OR COMMUNITY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF ECONOMIC STABILITY OR GROWTH. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF NATIONAL SOVEREIGNTY OR INTERESTS. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF GLOBAL PEACE OR STABILITY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF HUMANITY OR CIVILIZATION. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF HOPE OR FAITH. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF LOVE OR COMPASSION. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF KINDNESS OR MERCY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF PATIENCE OR TOLERANCE. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF RESPECT OR DIGNITY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF COURAGE OR BRAVERY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF HONOR OR REPUTATION. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF INTEGRITY OR HONESTY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF JUSTICE OR FAIRNESS. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF TRUTH OR REALITY. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF LIFE OR DEATH. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF SUFFERING OR PAIN. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF GRIEF OR MOURNING. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF REMORSE OR REGRET. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF REMORSE OR REGRET. THE TOWN OF MAMARONECK IS NOT RESPONSIBLE FOR ANY LOSS OF REMORSE OR REGRET.		SHEET NO. 28 EVYSON TABLE		SPECIAL DISTRICTS		LEGEND		ASSESSOR'S MAP TOWN OF MAMARONECK NEW YORK		206

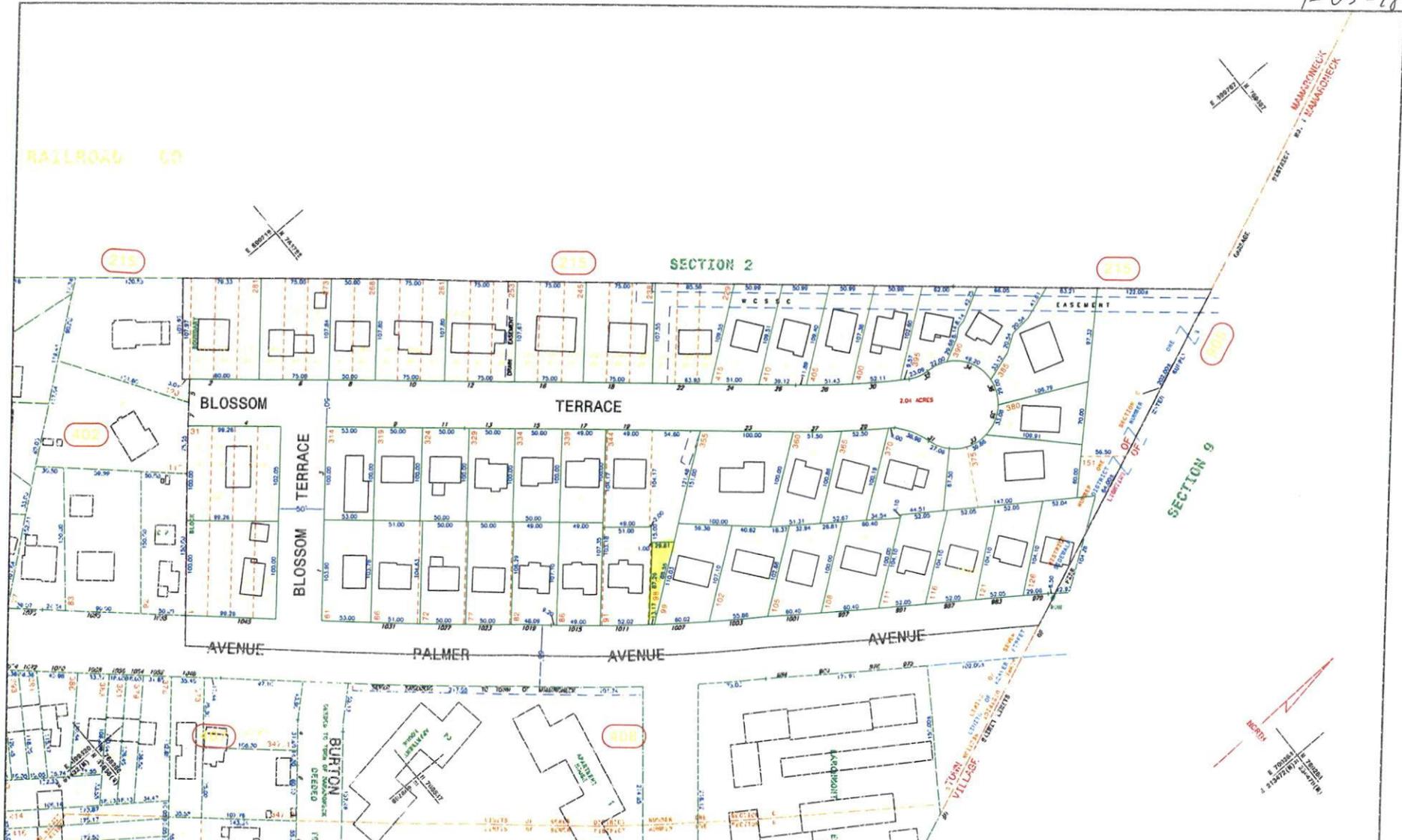
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SECTION 2

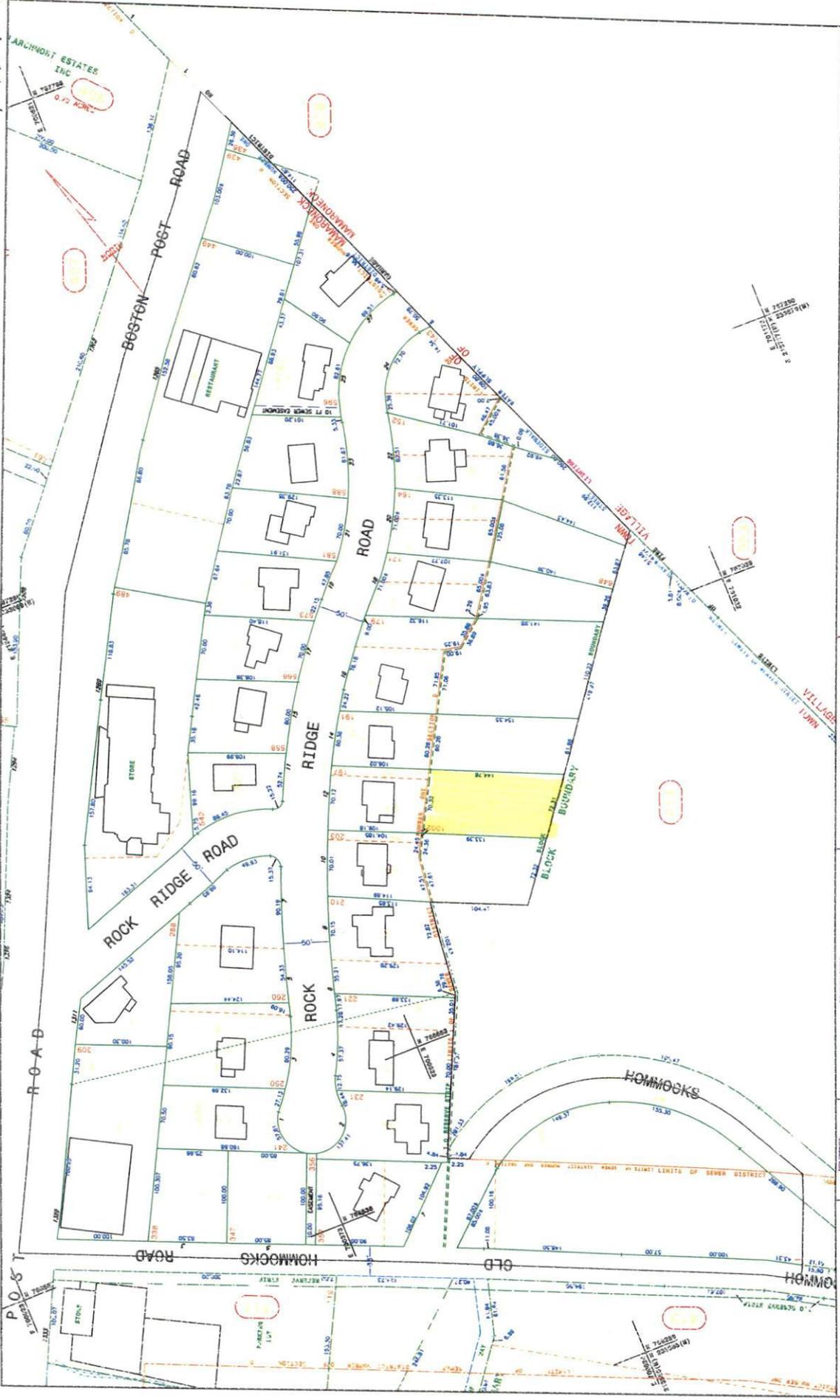
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4-03-98



<p>PREPARED FOR TOWN OF MAMARONECK NEW YORK</p>		<p>REVISION TABLE</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION				<p>SPECIAL DISTRICTS</p> <table border="1"> <thead> <tr> <th>DISTRICT</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		DISTRICT	DESCRIPTION			<p>LEGEND</p> <table border="1"> <thead> <tr> <th>SYMBOL</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		SYMBOL	DESCRIPTION			<p>ASSESSMENT MAP TOWN OF MAMARONECK NEW YORK</p> <p>403</p> <p>MAP DATE: 2/27/98</p>	
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7-12-1007



412

ASSESSMENT MAP
TOWN OF MAMARONECK
NEW YORK

LEGEND

Lot	Area	Value
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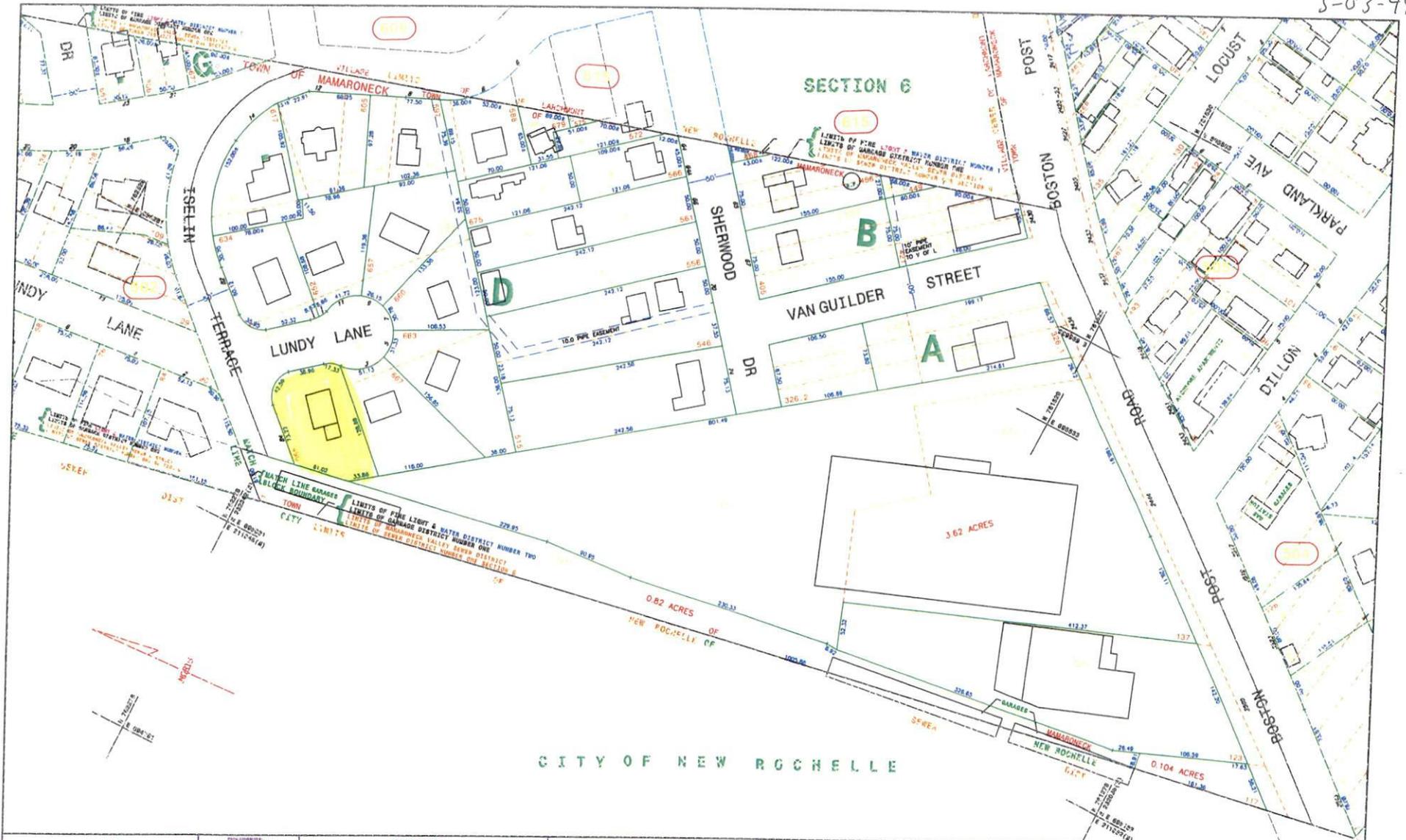
NEIGHBOR TABLE

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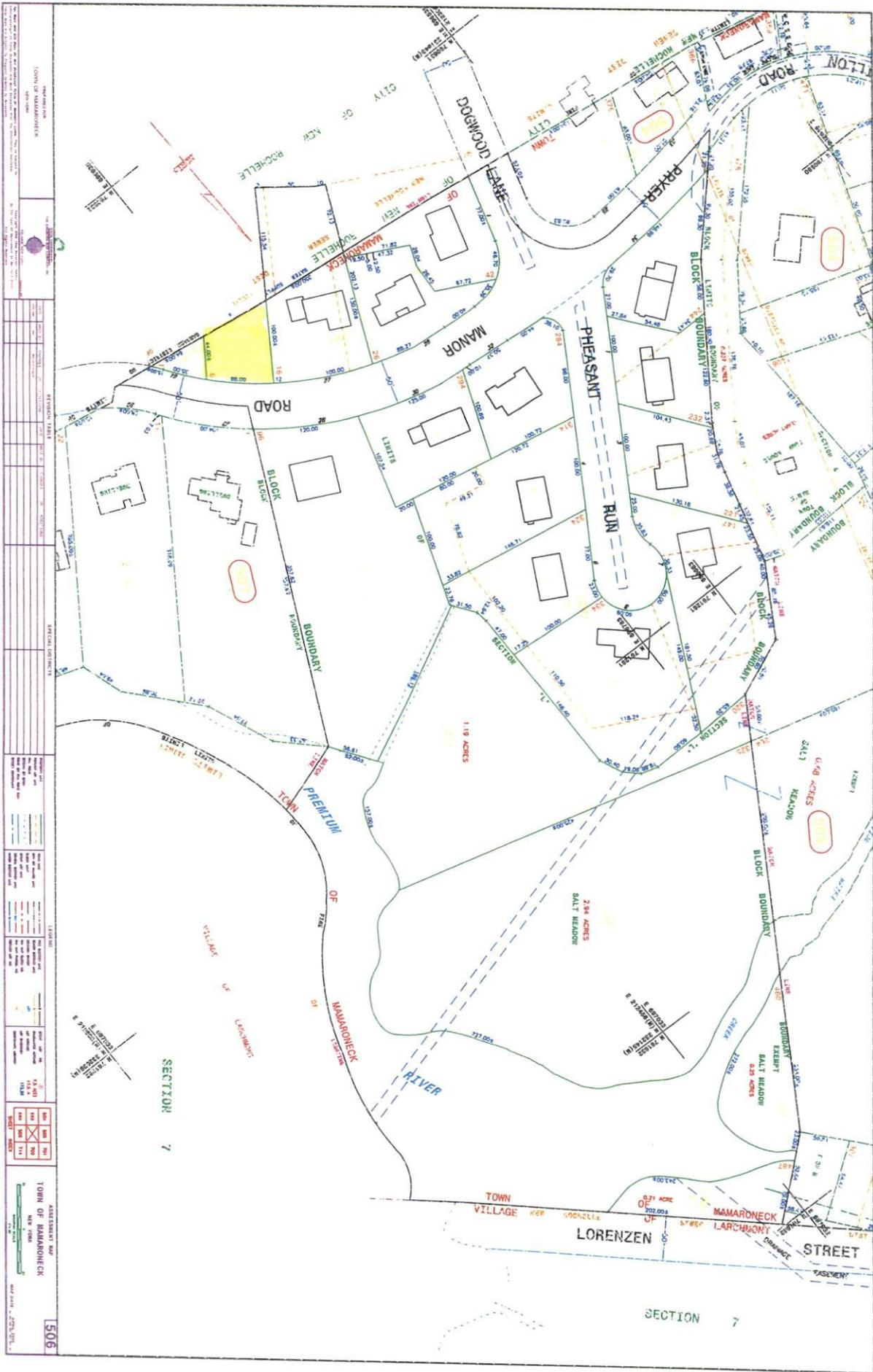
TOWN OF MAMARONECK

NEW YORK

5-03-490

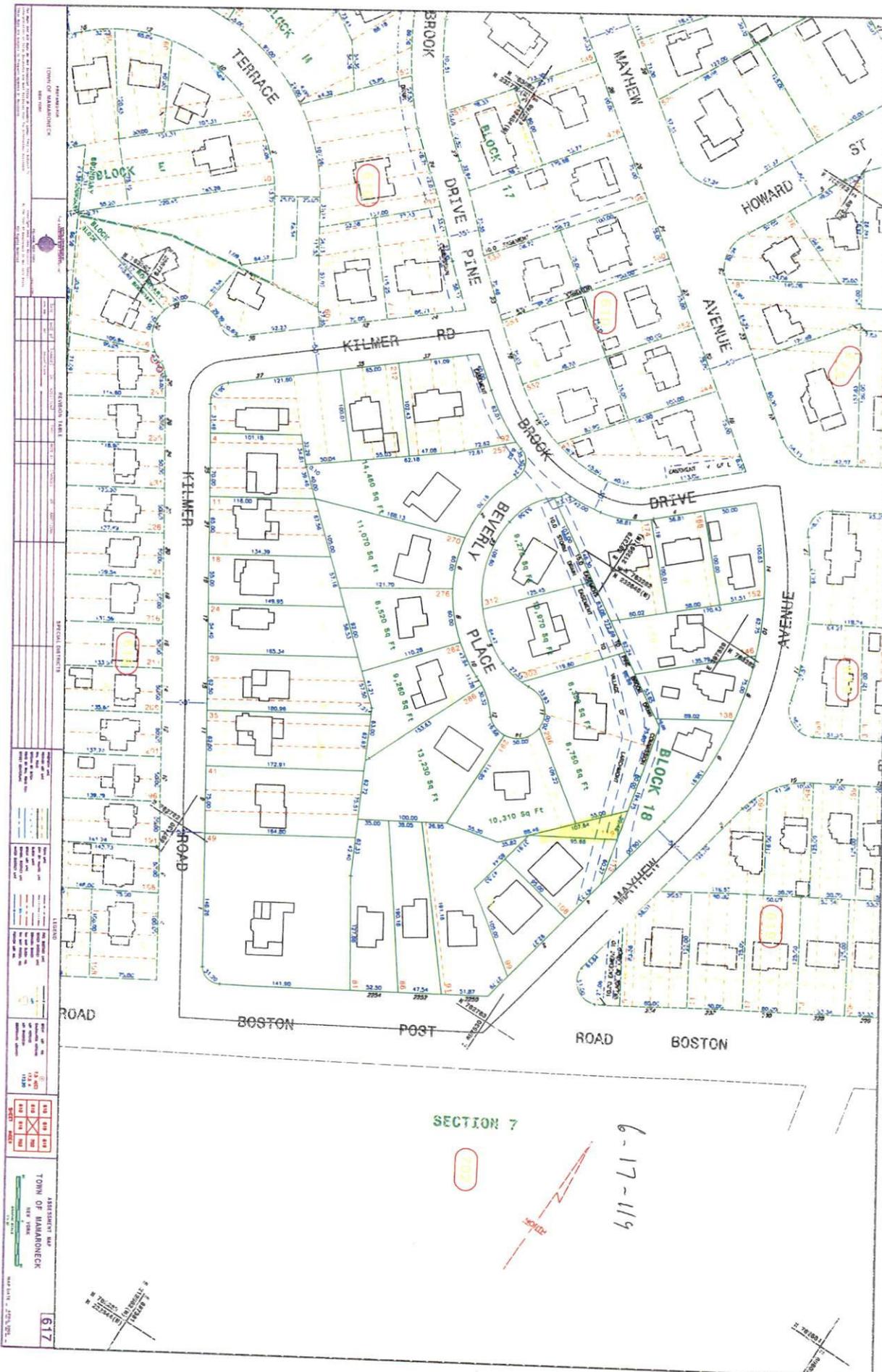


PREPARED FOR TOWN OF MAMARONECK NEW YORK		REVISION TABLE NO. DATE BY DESCRIPTION	SPECIAL DISTRICTS (List of districts with corresponding colors)	LEGEND (List of symbols and colors for various features)	ASSESSMENT MAP TOWN OF MAMARONECK NEW YORK SHEET 503
		(Detailed revision table content)	(Detailed legend content)	(Assessment map details)	



5-06-6

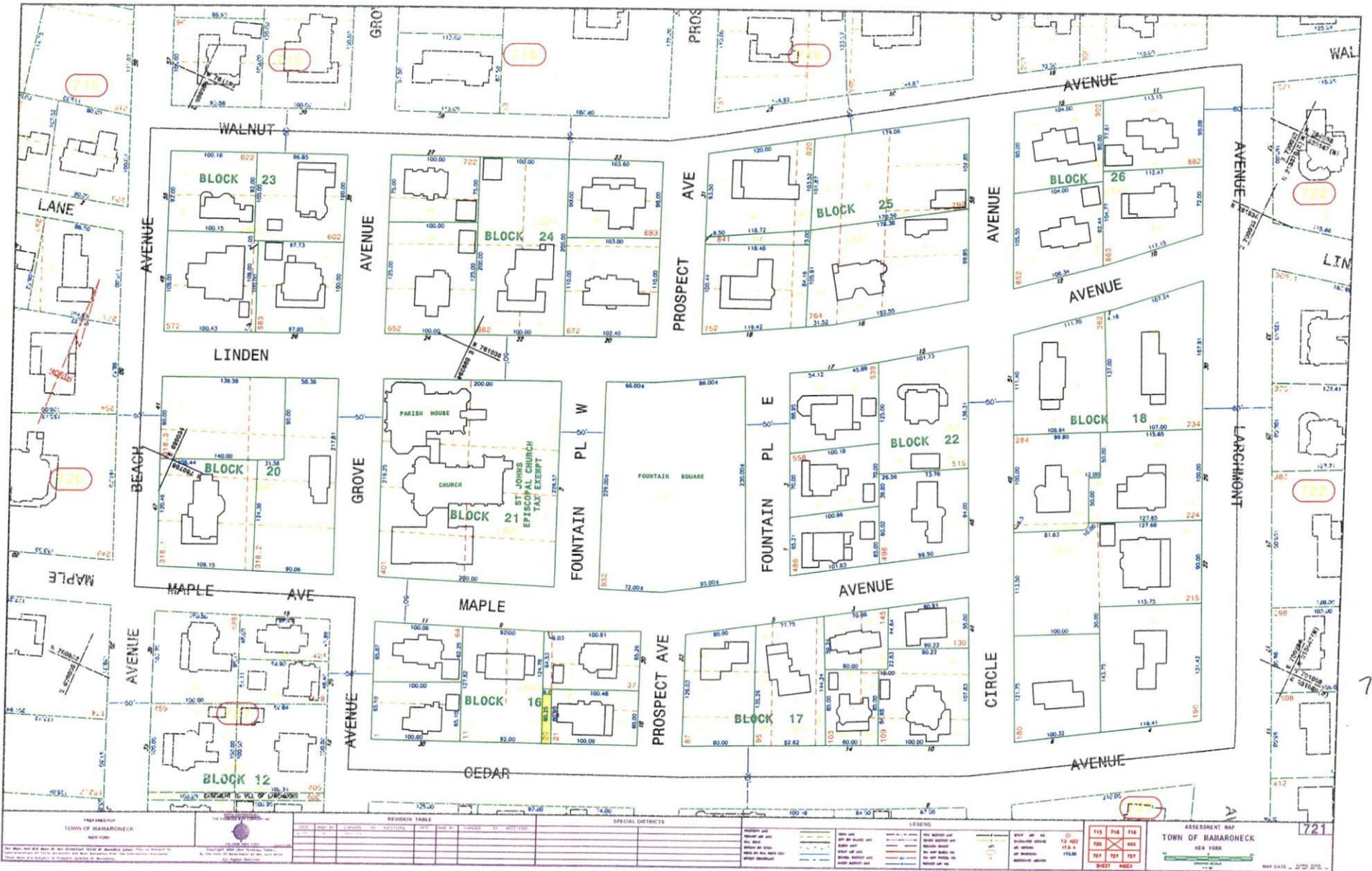
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<p>TOWN OF MAMARNECK</p> <p>ASSISTANT MAP</p> <p>MAP NO. 506</p>																			



SECTION 7

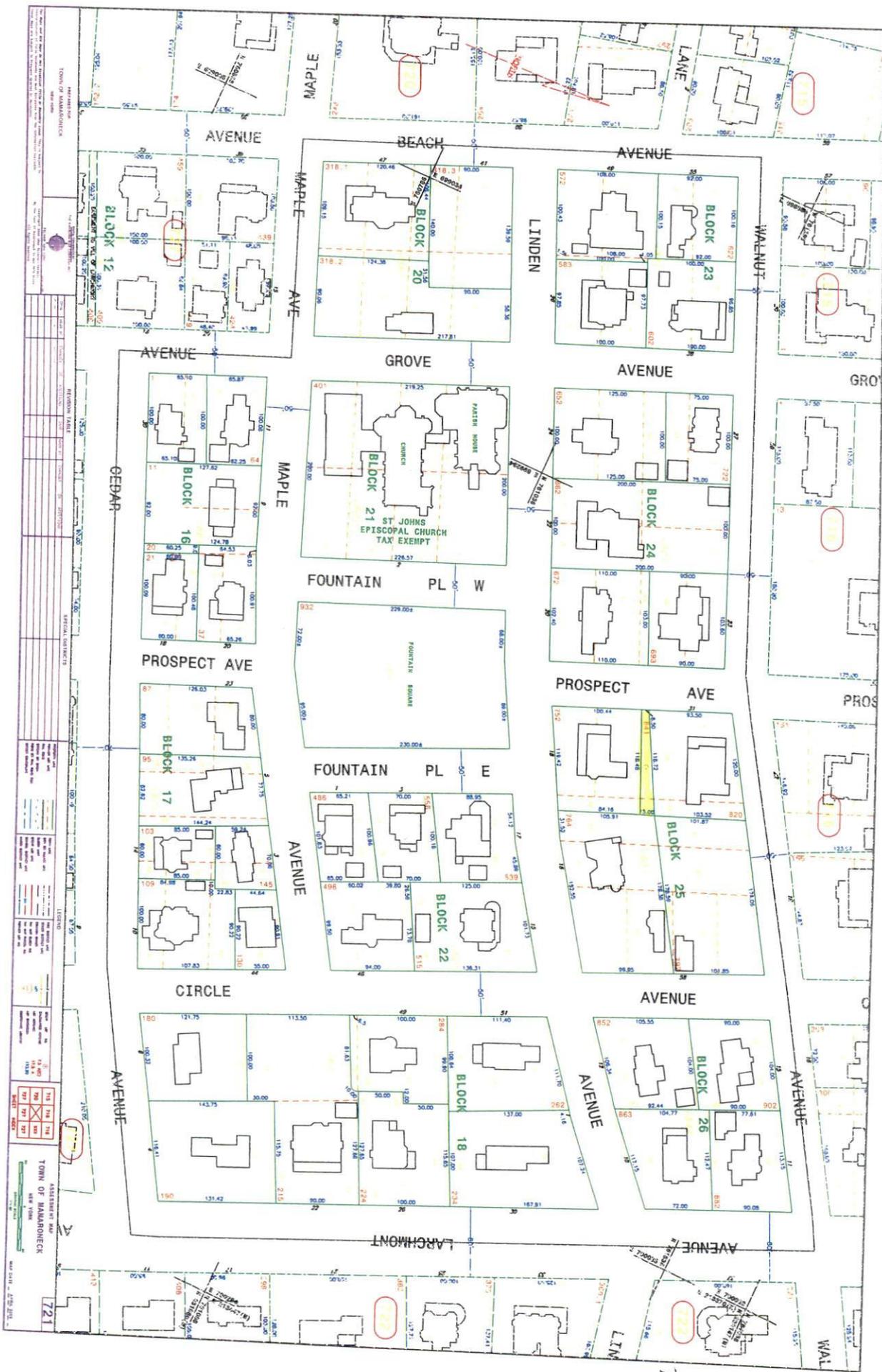
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TOWN OF RAMOTHNEEK	
REVISION TABLE	
NO.	DESCRIPTION
1	ISSUED
SPECIAL ORDINANCE	
LEGEND	
TOWN OF RAMOTHNEEK	
ASSESSMENT MAP	
617	



7-21-20

PREPARED FOR TOWN OF MAMARENECK NEW YORK		REVISION TABLE <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHKD.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	BY	CHKD.						SPECIAL DISTRICTS <table border="1"> <thead> <tr> <th>DISTRICT</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		DISTRICT	DESCRIPTION			LEGEND <table border="1"> <thead> <tr> <th>SYMBOL</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		SYMBOL	DESCRIPTION			SHEET 716 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800		ASSESSMENT MAP TOWN OF MAMARENECK NEW YORK MAP DATE - 2/25/2020	
NO.	DATE	DESCRIPTION	BY	CHKD.																									
DISTRICT	DESCRIPTION																												
SYMBOL	DESCRIPTION																												



7-21-8-11

WORKSESSION
ITEM 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

1 OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

To: Supervisor & Town Board

From: Stephen V. Altieri

Subject: Roundabout Feasibility Study Madison Avenue – New Jefferson Street

Date: May 25, 2016

Previously, we have discussed that rather than install a traffic signal at the above intersection, we would install a roundabout which has both aesthetic and traffic efficiency advantages for the Town. The draft feasibility study has been prepared by Barton and Loguidice, the consultants that are preparing the design of the Town Center parking lot renovation. We have been very pleased with the work they have done on that project, and that is why we ask them to submit the proposal for the roundabout analysis.

The cost of the study will range between \$10,000.00 and \$15,000.00. The higher cost would be needed if the consultant has to conduct new traffic counts at the intersection. The plan now would be to review the Traffic counts that were done for the Cambium Apartments. If those traffic counts incorporated sufficient projections for traffic in the future, new counts will not be necessary.

At our Worksession on September 7th I would like to review this with the Board to determine if we should go forward with the study at this time.

Stephen V. Altieri
Town Administrator

DRAFT

August 31, 2016

Mr. Stephen V. Altieri
Town Administrator
Town of Mamaroneck
740 West Boston Post Road
Mamaroneck, NY 10543

RE: Proposal – Professional Engineering Services – Roundabout Study Madison Avenue and Jefferson Street

File: 703.3169

Dear Mr. Altieri:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this letter proposal to conduct a feasibility study, design concept, estimate of probable cost, and report for the potential roundabout at the location of Madison Avenue/Jefferson Street and 5th Avenue. The work included as part of this proposal includes investigating alternative roundabout designs and options, traffic operational impacts, environmental concerns, project benefits, and construction and engineering costs. The scope and associated fee are as follows:

Task 1. Project Kickoff

A site visit with the Town was conducted on July 13, 2016 and the project was discussed on multiple occasions both during the site visit and during follow-up telephone conversations. It is not anticipated that an additional kickoff meeting will be required.

Task 2. Survey, Mapping, and Right-of-Way

Topographic Survey, Mapping, and right-of-way boundaries based on tax mapping were provided by the Town. It is not anticipated that any additional survey will be required to complete the study.

Task 3. Geographic Inventory, Inspection, and Corridor Assessment, and Analysis

The team will conduct an inventory and analysis of existing corridor extending from 5th Avenue along Madison Avenue to Myrtle Boulevard and approximately 100' along the intersecting roadways in this area for items that relate to the constructability or construction costs of the roundabout and approaches. Assessment and documentation of existing physical conditions includes:

- Existing conditions and roadway sections
- Sidewalks, utilities, signs, lighting
- Land use for the project area as it now exists and future land development (planned and



potential), including development years.

- Existing vehicular access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
- Existing pavement and shoulder conditions within the project limits.
- A general assessment of drainage conditions within the project limits, drainage structures, closed and open systems.
- A general assessment of soil conditions within the project limits.
- A list of utilities expected to be impacted,
- Review of Accident Reports (if any).

Task 4. Preliminary Assessment

The project team will develop a preliminary assessment of the corridor including:

- The development of design standards by appropriate segment or segments.
- The evaluation of the existing corridor to determine dimensions, potential geometry changes, minimum and maximum grades, buffer areas, safety requirements, pedestrian and bicycle accommodations.
- Right-of-way involvement will be limited to the information provided by Tax maps and or the survey provided by the Town. Acquisitions, if necessary, will be estimated by the ROW sub-Consultant, R.K. Hite Inc.
- Development of a list of site constraints and areas that may require justification and engineering analysis to propose the retention of a non-standard feature that may vary from a proposed design alternative.
- Identification of the need for and potential location of support facilities such as parking areas, utilities and traffic signal modification, traffic impact and or/ pattern changes, lighting, comfort facilities, benches, etc. will be evaluated.

Task 5. Environmental Assessment

The project team will conduct an assessment of key environmental issues, including the evaluation of floodplain, environmental contamination, historic preservation issues, endangered species, hazardous waste, and identification of required permitting and Environmental Approvals for the project construction.

Inquiry Letters to the Native American Concerns, the State Historic Preservation Office for an Affect Determination, NYS Natural Heritage Program, US Fish and Wildlife Service are among those included under the Environmental Assessment. A Cultural Resources survey beyond the initial assessment is not required at this time. The results of these assessments will be documented in the Feasibility Report.

DRAFT

Task 6. Alternative Evaluation and Concept Plan

The project team will evaluate alternatives and develop a design concept including:

- Evaluations of potential roundabout design alternative concepts that would meet the project objectives. These evaluations will be utilized to establish the feasibility of the concept as a design alternative. There are various geometric requirements to ensure proper roundabout operation that will be evaluated and determined such as:
 - Design Vehicle Turning Paths
 - Lane Width
 - Fastest Vehicle Paths
 - Natural Vehicle Paths
 - Inscribed Circle Diameter (ICD)
 - Approach Alignments
 - Entry and Exit Radii and Curve to Curve Ratios
 - Central Island Diameters
 - Truck Apron
 - Superelevation and Grades
 - Roundabout Shape
 - Drainage Accommodations
 - Pedestrian / Bicyclist Accommodations
- The Concept Plan will be developed at a scale of 1"=40' and include dimensions and identification of these geometric and design features as applicable.
- B&L will meet with the Town to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and constraints of each.
- The concept will be designed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, the NYSDOT Highway Design Manual, and the following as applicable:
 - Highway Capacity Manual, Special Report 209, Transportation Research Board
 - ADA Accessibility Guidelines for Buildings and Facilities
 - AASHTO Guide for the Design of Bicycle Facilities
 - National Manual of Uniform Traffic Control Devices (MUTCD)
 - New York State Supplement to the National (MUTCD)
- An advanced concept level cost estimate for the roundabout inclusive of engineering and construction inspection costs will be developed and projected forward utilizing future dollars.



- Right-of-way (ROW) requirements (if any) for the concept will be investigated and will be presented in tabular form including approximate areas for each parcel. A planning level estimate for the cost of the ROW will also be included as part of the project costs.
- We understand that the loss of parking needs to be kept to a minimum.
- Coordination will be required with the NYS Thruway Authority and NYSDOT.
- Based on the discussions, a final concept plan will be developed and included in the Final Feasibility Report.

Task 7. Traffic Analysis

A traffic study will be included in the Feasibility Report. The analysis will evaluate traffic flow to develop a basis for the lane requirements and to help determine if the roundabout would include a balanced flow to ensure proper operations. The analysis will be based on the following assumptions:

- The analysis will include traffic counts conducted on site for one (1) weekday for both the AM and PM peak traffic periods (Assume 3:30 PM to 5:30 PM).
- The traffic modeling computer program Synchro will be utilized to determine roundabout capacity and to assess overall operations.
- The roundabout design concept will reflect the geometric and dimensional needs determined by the traffic study.
- Traffic analysis results will be included in a table in the study.

Task 8. Feasibility Report

Products of the study and cost estimate will be assembled into a final document prefaced with an executive summary of the work completed and conclusions. Any preliminary reports, data, mapping, environmental findings, traffic volumes and count data, concept sketches and progressed alternative and budget estimates will also be included. Once accepted as final, the report will be made available in digital and hardcopy form (if requested) and distributed to the Town.

Task 9. Meetings

It is anticipated that one (1) meeting will take place with the Town and is included in the proposed scope of work. It is anticipated that four (4) conference calls for project coordination and other discussions will take place and are included in the proposed scope of work. A public information meeting or a formal public hearing is not included at this stage of the project.

B. Proposed Project Fee

The B&L team understands that the proposed assessment, survey and right-of-way services, and report is for the Feasibility phase of the project. The following fee reflects the completion of the scope of work described above.



We propose to complete the scope of services for a Lump Sum Fee of \$ _____. The services would be invoiced on a monthly basis based on the percentage of work complete.

Technical Assumptions

The following Technical Assumptions have been made for estimating the Project Fee.

1. Subsurface and overhead utilities will be investigated during field reconnaissance, during which locations of any subsurface utilities will be inferred from visible surface evidence and any record plan or survey information that is provided to B&L.
2. Soil boring investigations will not be required.
3. Accident reports will be provided to B&L by the Town and /or the NYS Department of Motor Vehicles.
4. Assume the project will not require a Phase 1A/1B Cultural Resources Assessment at this time
5. A Public Hearing is assumed not to be required.
6. It is assumed that a detailed Section 4(f) or 6(f) analysis / report will not be required.
7. It is assumed that an air quality study will not be necessary.
8. It is assumed that a noise impact assessment will not be required
9. Electronic CADD files of the design concept will be provided to the Town in Autocad or Microstation format.

C. Schedule

The B&L team can begin work immediately upon approval of the proposed Scope and Contract.

If this is agreeable, please indicate by signing below and returning an original copy to Barton & Loguidice, D.P.C

IN WITNESS WHEREOF, The Town of Mamaroneck, and Barton & Loguidice, D.P.C. have duly executed this agreement dated _____2016 as of the day and year first above written.

Owner: Town of Mamaroneck

Engineer: Barton & Loguidice, D.P.C.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DRAFT

WORKSESSION
ITEM 6

Altieri, Stephen

From: Carol Akin <carolakin@gmail.com>
Sent: Wednesday, July 27, 2016 1:52 PM
To: Altieri, Stephen
Subject: Fwd: Blue Historic Markers in Mam'k
Attachments: downsized_0725161606.jpg

Hi, Steve,

Belatedly, I'm finally sending a picture of the blue historic markers our Mam'k. Historical Society has placed around town at historic sites.

I'm hoping the Town will allow us to put one up in the little park at Weaver and Palmer, which Valerie pointed out at the Schoolhouse Jubilee, as needing a visible marker...and told us that "should be your next job"!

I agree. I will soon get you the wording that's on the little plaque that's on the ground, regarding it being the location of the first Sunday School (which later grew, moved and formed the basis for the Mam'k. United Methodist Church up on the Post Road.

If I'm not mistaken, the Village of Mam'k. has paid for most of these... Would this be a possibility for the Town?

Just thought I'd ask. (I think they're around \$600, as I recall).

Let me know if we could have permission to put up a similar sign.

Thanks.

Best,

Carol

----- Forwarded message -----

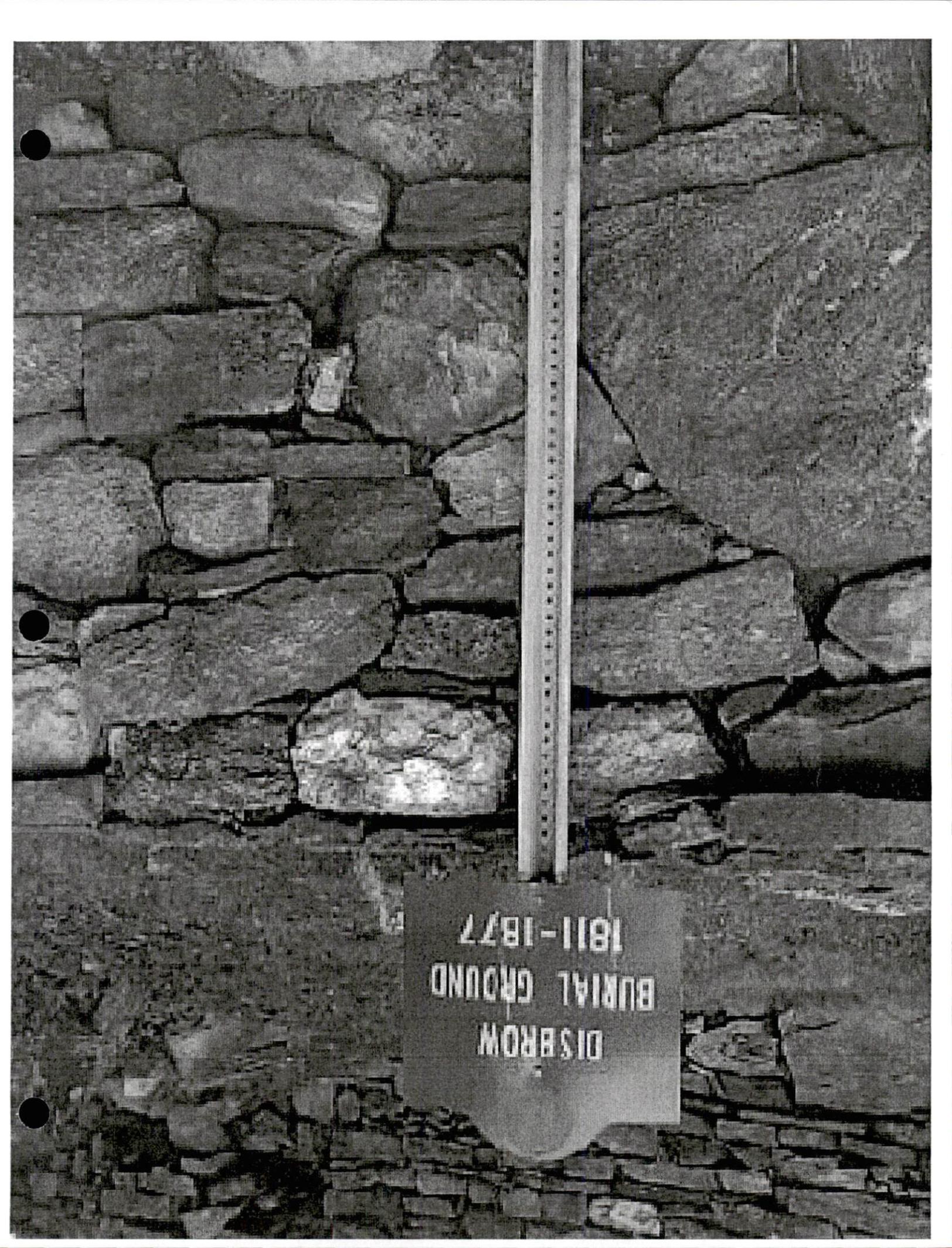
From: <9147148680@vzwpix.com>

Date: 2016-07-27 6:48 GMT-04:00

Subject: Blue Historic Markers in Mam'k

To: Carolakin@gmail.com

Blue Historic Markers in Mam'k

A black and white photograph showing a close-up of a rough stone wall. A vertical metal rod with small holes is positioned against the wall. At the bottom of the rod, a dark rectangular sign is attached. The sign has white text that reads "DISBROW BURIAL GROUND 1811-1877". The stone wall is composed of irregular, dark-colored stones with visible mortar joints. The lighting is somewhat uneven, with shadows in the crevices of the wall.

DISBROW
BURIAL GROUND
1811-1877

WORKSESSION
ITEM 7

NO ATTACHMENT

WORKSESSION

ITEM 8

NO ATTACHMENT

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 August 8, 2016 a Public Hearing will be held on Wednesday, September 7, 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: "Amendment to the Rock Removal Law".

Section 1 – Purpose.

The Town Board is considering amendments to the current Rock Removal Laws, with respect to materials removed, hours permitted, and duration.

The full text of this law can be viewed on the website or copies can be 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

Local Law No. - 2016

This local law shall be known as the "Second Amendment to the Days and Hours when Removal of Rock by Mechanical Means is Permitted in Residence Districts and in the Recreation District of the Town of Mamaroneck" Law.

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

Section 1 – Purpose:

In 2004, the Town Board enacted Local Law No. 2-2004 to create rules for the days and hours when removal of rock by mechanical means would be permitted in Residence Districts and in the Recreation District of the Town. By Local Law No. 10-2007, the Town Board amended Local Law No. 2-2004 based upon the Town's experience with the original law. Nine years have passed since the 2007 amendment and over that time period, the Town Board has had the opportunity to observe the workings of this law, as amended, and has determined that further refinements should be made in order to balance the rights of persons to enjoy peace and tranquility in their neighborhoods with the rights of owners to develop or improve their homes and properties in ways permitted by the zoning ordinance.

Section 2 – Amendment of a current section of the Mamaroneck Code:

Section 106-58.1 of the code of the Town of Mamaroneck hereby is repealed and the following substituted in its place:

§106-58.1 Duration and hours for mechanical rock removal

A. As used in this section, the following terms shall have the meanings indicated:

MECHANICAL MEANS

The use of any tools that are not operated solely by human muscular power. Explosives and the tools used in connection therewith shall not be considered mechanical means.

ORIGINAL CONSTRUCTION

Streets and curbs, and the lines, pipes, culverts and conduits used for transporting potable water, stormwater, sewage and utilities, such as gas, telephone, electricity, cable television and internet service, that are built on land subdivided after February 1, 2004, if the subdivision plat creating the lots in that subdivision also created one or more new private or public streets or created extensions to any existing private or public street.

ROCK

Natural stone and not impervious concretions created by humans such as macadam, concrete and bricks.

ROCK REMOVAL

The reduction in size of rocks by mechanical means and the removal of such rock from the subject property.

ROCK REMOVAL PERMIT

A permit issued for rock removal on a subject property.

SUBJECT PROPERTY

A lot for which a rock removal permit is required, or is land where original construction is to occur if such land lies outside a lot.

- B. A rock removal permit is required for the removal of rock of any quantity.
- C. Rock removal shall be allowed only on the 15 days (not including Saturdays, Sundays and public holidays listed in § 24 of the New York General Construction Law) immediately following the date of the rock removal permit. The rock removal permit shall contain the date after which rock removal no longer will be allowed to be done pursuant to that permit. Upon a showing of undue hardship, the Building Inspector or the Director of Building Code Enforcement and Land Use Administration may extend the last day on which rock may be removed pursuant to a rock removal permit by up to 5 days. If the number of additional days would include a day or days on which rock removal is prohibited by this section, the extension period will bypass such days and resume on the first day thereafter when rock removal is permitted by this section. This subsection shall not apply to original construction.
- D. For original construction, rock removal shall be allowed only for the 180 days (not including Saturdays, Sundays and public holidays listed in § 24 of the New York General Construction Law) immediately following the date of the rock removal permit. That permit shall contain the date after which rock removal no longer will be allowed to be done pursuant to that permit.
- E. Notice to neighbors; affidavit of mailing.
 - (1) No later than 10 days before rock removal for which a rock removal permit is required commences, the following notice shall be mailed to the owners of each lot that has a lot line lying within 150 feet of any lot line of the subject property:

"Dear Neighbor,

Rock removal from the property known as [INSERT THE STREET ADDRESS OR THE LOCATION OF THE SUBJECT PROPERTY IF IT HAS NO STREET ADDRESS] by mechanical means, such as drills, jackhammers and other types of gas, diesel or electric powered equipment is scheduled to begin on [INSERT EFFECTIVE DATE OF THE ROCK REMOVAL PERMIT].

The law does not permit rock removal by mechanical means to occur on Saturdays, Sundays or public holidays. It also prohibits such removal before 9:00 AM (prevailing time) and after 6:00 PM (prevailing time) on those days when rock removal by mechanical means is permitted.

The last day on which rock can be removed from this site by mechanical means is [INSERT THE LAST DATE ON WHICH ROCK REMOVAL BY MECHANICAL MEANS CAN OCCUR].

For further information, please contact [INSERT THE NAME OF THE OWNER OR THE PERSON IN CHARGE OF THE PROJECT] at the following telephone number: [INSERT CURRENT TELEPHONE NUMBER OF THE PERSON WHOSE NAME APPEARS ABOVE].

Very truly yours,

[SIGNATURE OF THE OWNER OF THE SUBJECT PROPERTY]

[PRINT OR TYPE THE NAME OF THE OWNER OF THE SUBJECT PROPERTY]"

- (2) An affidavit attesting to that mailing must be filed with the Building Department before a rock removal permit can be issued for the subject property. The owner of the subject property shall attest to that affidavit.

F. Rock removal shall not be permitted in any residence district or in the Recreation District of the Town of Mamaroneck:

- (1) On Saturdays;
- (2) On Sundays;
- (3) On public holidays listed in § 24 of the New York Construction Law; or
- (4) Before 9:00 a.m. (prevailing time) or after 6:00 p.m. (prevailing time) on weekdays which are not public holidays listed in § 24 of the New York General Construction Law.

G. No more than one rock removal permit shall be issued for a subject property within any twelve month period.

H. Any person who violates this section shall be guilty of a violation which shall be punishable by a fine of not more than \$1,000 or 15 days in jail, or both, and also shall be liable for the civil penalty imposed by § 106-55C of the Code. Each use of mechanical means to remove rock on a day or at an hour when rock removal is prohibited by this section shall constitute a separate offense.

- I. If there is a violation of this section by someone other than the owner of the subject property, the owner of the subject property also shall be guilty of a violation which shall be punishable by a fine of not more than \$1,000 or 15 days in jail, or both, and also shall be liable for the civil penalty imposed by § 106-55C of the Code.
- J. This section shall not apply to the removal of rock which is excavated without first being reduced in size.
- K. This section shall not apply to public utility companies, the United States of America, the State of New York, the County of Westchester, the Town of Mamaroneck, the Mamaroneck Union Free School District, the Villages of Larchmont, Mamaroneck or Scarsdale or any independent contractors engaged by any of them.

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.

August 12, 2016

FIRE COMMISSION

ITEM 1

NO ATTACHMENT

FIRE COMMISSION

ITEM 2



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

TO: Board of Fire Commissioners
Stephen Altieri, Town Administrator

FROM: Connie Green O'Donnell, Assistant Town Administrator

DATE: August 31, 2016

SUBJECT: Authorization to Appoint a Firefighter

Authorization is requested to appoint Sahnjai Karnsomtob as a Firefighter at an annual salary of \$47,832.20. Since this salary is based on the agreement that expired December 31, 2015, he will be entitled to any salary adjustments resulting from negotiations that are retroactive to January 1, 2016.

Since this will be a reinstatement, approval from Westchester County Civil Service is required prior to his appointment. He will be filling an open position that will be vacated due to a retirement effective October 1, 2016.

Mr. Karnsomtob previously held the position of Firefighter in the Village of Port Chester. He was hired in March 2008 and due to budgetary cutbacks his position was recently abolished. Prior to that he served as a volunteer firefighter in the Village of Port Chester for three years. During that time he also worked as a senior financial representative and equities trader. In addition he taught 6th grade at a public school in the Bronx for two years. He graduated from the University of Albany with a degree in economics and also received a teaching degree in art from Manhattanville College.

Currently he works as a volunteer Emergency Medical Technician (EMT) on an as needed basis for the Town of Mamaroneck, which is a position he has held since February 2012.

The Chiefs and members of the Fire Council are of the opinion that Mr. Karnsomtob's professional experience will be an asset to the operations of the Fire Department and are recommending that he be appointed to the position of Firefighter.

ACTION REQUESTED: THAT THE TOWN BOARD APPROVE THE APPOINTMENT OF SAHNJAI KARNSOMTOB TO THE POSITION OF FIREFIGHTER AT AN ANNUAL SALARY OF \$47,832.20, EFFECTIVE THE FIRST MONDAY AFTER RECEIVING APPROVAL FROM WESTCHESTER COUNTY CIVIL SERVICE.



FIRE COMMISSION

ITEM 3

NO ATTACHMENT

AFFAIRS OF THE TOWN

ITEM 1



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

www.townofmamaroneck.org

Memorandum

To: Supervisor and Town Board

Re: Authorization- Transfer of Funds- Sewer District

Date: August 24, 2016

Previously the Town Board was advised of a sewer main break on Colonial Avenue. Due to the nature of the break, it required immediate repair. Therefore a contractor was retained on an emergency basis to complete the repair and replacement of the broken sewer pipe. At the time we thought the total repair cost would be \$22,000. However the time of the repair was less than anticipated and our total cost is \$15,000.

Therefore a transfer of funds in the Sewer District is needed to finance the repair.

ACTION REQUESTED: THAT THE TOWN BOARD AUTHORIZE A TRANSFER OF FUNDS IN THE AMOUNT OF \$15,000 IN ACCORDANCE WITH THE ATTACHED SCHEDULE FOR COSTS INCURRED FOR THE REPAIR OF A BROKEN SEWER MAIN ON COLONIAL AVENUE.

Stephen V. Altieri
Town Administrator



BUDGET AMENDMENT - INCREASE 2016 SEWER DISTRICT BUDGET



9/7/2016 TOWN BOARD MEETING

SEWER DISTRICT (FUND SS):

INCREASE BUDGET:

SS.0000.5995	APPROPRIATED FUND BALANCE	\$	15,000.00
SS.8120.4253	SEWER CONSTRUCTION	\$	15,000.00

* REPRESENTS ANTICIPATED USAGE OF SEWER DISTRICT UNRESERVED FUND BALANCE
TO FUND THE REPLACEMENT OF DAMAGED SANITARY SEWER PIPE ON COLONIAL AVENUE

(SEE MEMO FROM HIGHWAY SUPT.)

TOWN OF MAMARONECK

REQUISITION FORM

REQUISITION NO. _____

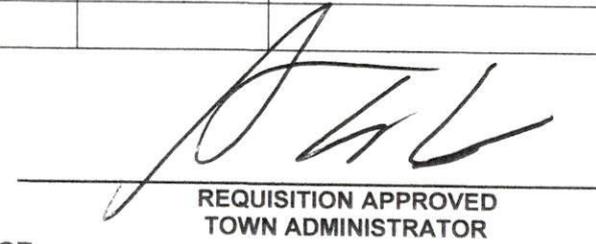
DEPT.: HIGHWAY

SHIP TO: Colonial Avenue

DATE OF REQUISITION: August 4, 2016

QUANTITY	DESCRIPTION OF GOODS OR SERVICES	BUDGET CODE	UNIT PRICE	EXTENDED PRICE	RECOMMENDED VENDOR (S)
	Colonial Avenue Sanitary Sewer Pipe Replacement	SS8870 4253	\$6,250.00		JOSEPH CARDUCCI
		SS. 8120. 4253			505 Concord Avenue
3	ESTIMATED DAYS (3) - Labor and Equipment			\$18,750.00	P.O. Box 372
LS	ESTIMATED MATERIALS			\$3,000.00	Mamaroneck, NY 10543
	ESTIMATED TOTAL			\$21,750.00	698-2460
					Fax 698-4056
	<i>Due to the nature of the work, time is of the essence to mitigate further pipe damage and possible environmental risks.</i>				
	OTHER BIDDERS:				
	M. Zonzini – can not perform work in a timely manner				
	Laura Li Industries – no response				


 DEPARTMENT HEAD AUTHORIZATION


 REQUISITION APPROVED
 TOWN ADMINISTRATOR

ORDERING COPY TO TOWN ADMINISTRATORS OFFICE

AFFAIRS OF THE TOWN

ITEM 2



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

www.townofmamaroneck.org

Memorandum

To: Supervisor and Town Board

Re: Authorization- Transfer of Funds- Traffic Signal

Date: August 24, 2016

Previously there was a School Zone Flashing Light on the northbound side of Murray Avenue near Homer Avenue. The signal had been placed there to warn motorists of the upcoming school zone. A signal versus a sign was installed at the time since motorists traveling north on Murray Avenue travel around a bend which creates a blind spot for the school crossing at Murray Avenue and Colonial Avenue.

The signal was destroyed in a storm by a falling tree. The proposal is to replace the signal with a solar powered version that is programmable. This type of signal will allow the Town to avoid the cost of installing an electrical service and also program the signal to activate during times that school is in session. The cost of the signal is \$4,000.

ACTION REQUESTED: THAT THE TOWN BOARD AUTHORIZE A TRANSFER OF FUNDS IN THE AMOUNT OF \$4,000 TO THE PART TOWN TRAFFIC CONTROL BUDGET FOR THE INSTALLATION OF A SOLAR POWERED SCHOOL ZONE FLASHING LIGHT

Stephen V. Altieri
Town Administrator

BUDGET AMENDMENT - INCREASE 2016 GENERAL PART TOWN FUND BUDGET 

9/7/2016 TOWN BOARD MEETING

GENERAL PART TOWN (FUND B):

INCREASE BUDGET:

B.0000.5995	APPROPRIATED FUND BALANCE	\$	4,000.00
B.3310.2129	TRAFFIC SIGNALS	\$	4,000.00

* REPRESENTS ANTICIPATED USAGE OF PART TOWN UNRESERVED FUND BALANCE
TO FUND THE REPLACEMENT OF THE TRAFFIC SIGNAL ON MURRAY AVE NEAR HOMER AVE

AFFAIRS OF THE TOWN

ITEM 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

TO: Stephen Altieri, Town Administrator
Nancy Seligson, Town Supervisor
Town Board Members

FROM: Connie Green O'Donnell,
Assistant Town Administrator

DATE: August 31, 2016

SUBJECT: Westchester County Stop-DWI Patrol Project Reimbursement
Intermunicipal Agreement

Authorization is requested to approve the Westchester County Stop-DWI Patrol Project Reimbursement Intermunicipal Agreement (IMA). The Town has been participating in the Stop-DWI Patrol Project since 1986.

The IMA covers the period January 1, 2016 through December 31, 2020. It provides an annual reimbursement, not to exceed \$8,400, for specific expenses incurred in the effort to enforce the New York State Vehicle and Traffic Laws that prohibit intoxicated and impaired driving (DWI) in Westchester County.

ACTION REQUESTED: THAT THE TOWN BOARD APPROVE THE WESTCHESTER COUNTY STOP-DWI PATROL PROJECT REIMBURSEMENT INTERMUNICIPAL AGREEMENT AND AUTHORIZE THE TOWN ADMINISTRATOR TO SIGN THE AGREEMENT.

Town of Mamaroneck: 2016-2020- 14

THIS AGREEMENT made this _____ day of _____, 20____ by and between:

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

And

**Town of Mamaroneck
740 West Boston Post Road
Mamaroneck, NY 10543**

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

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule "A," which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule "A" (hereinafter the "Work").

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

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

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the

general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

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

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

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

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

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action arising out of the negligent or intentional acts, errors and omissions or willful

misconduct of the Municipality or third parties under the direction and control of the Municipality and to bear all other costs and expenses related thereto.

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

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

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

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

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

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

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its

completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

To the County:

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

With a copy to:

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

With a copy to:

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

To the Municipality:

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

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

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

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

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

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

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

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

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

THE COUNTY OF WESTCHESTER

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

MUNICIPALITY

BY: _____
Name & Title

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

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

Approved as to form and manner of execution

Assistant County Attorney
County of Westchester

CERTIFICATE OF AUTHORITY
(Municipality)

I, CHRISTINA BATTALIA
(Officer Other Than Officer Signing Contract)

certify that I am the TOWN CLERK OF THE TOWN OF MAMARONECK
(Title, Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____
LAWS OF THE STATE OF NEW YORK
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that STEPHEN V. ALTIERI
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
TOWN ADMINISTRATOR 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
(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 _____, 2016, before me personally came
CHRISTINA BATTALIA whose signature appears above, to me
known, and know to be the TOWN CLERK of THE TOWN OF MAMARONECK
(title)

The municipal corporation described in and which executed the above certificate, who being by me duly
sworn did depose and say that she, the said TOWN CLERK
resides at LARCHMONT, NEW YORK, and that she is
the TOWN CLERK of said municipal corporation.
(title)

Notary Public

County

SCHEDULE A

STOP-DWI PATROL PROJECT

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

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

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

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

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

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

CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS. The originals are to be kept by the submitting agency.

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

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

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

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

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

SCHEDULE B
STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "C"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change

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

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

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:
(check one)

Checking

Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(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

ITEM 4