

**TOWN OF MAMARONECK
TOWN BOARD AGENDA
WEDNESDAY, OCTOBER 19, 2016**

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

1. Discussion – New York State Legislation Re: Senior Star Exemptions
2. Discussion – Ban The Barges Campaign
3. Preliminary Review – 2017 Tentative Town Budget
4. New Business

**8:00PM CALL TO ORDER – COURTROOM
SUPERVISOR’S SUMMARY REPORT
CITIZEN COMMENTS**

BOARD OF FIRE COMMISSIONERS

1. Other Fire Department Business

AFFAIRS OF THE TOWN OF MAMARONECK

1. Presentation – 2017 Tentative Town Budget
2. Authorization – County Wide Bus Shelter Agreement
3. Consideration of Certiorari

APPROVAL OF MINUTES – September 21, 2016 & October 5, 2016

REPORTS OF THE COUNCIL

TOWN CLERK’S REPORT

NEXT REGULARLY SCHEDULED MEETING – November 2, 2016 & November 16, 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



TOWN OF MAMARONECK
ASSESSOR'S OFFICE
740 WEST BOSTON POST ROAD
MAMARONECK, NY 10543

MEMORANDUM

TO: STEVE ALTIERI, TOWN ADMINISTRATOR
FROM: PAMELA VALENZA, ASSESSOR
DATE: 10/12/16
RE: RPTL 467 (8-A) LOCAL LEVEL SENIOR EXEMPTION RENEWAL DEADLINE EXTENSION- LOCAL OPTION
TOWN BOARD AGENDA - OCTOBER 19, 2016

FYI - New York State has adopted a new law provision for ENHANCED STAR renewal applicants. This provision has been enacted as part of the 2016-2017 State budget and enables Senior Citizens to ask the Commissioner of Taxation and Finance for permission to file late Enhanced STAR renewal applications, up until the last day for paying school taxes without incurring interest or penalty. In the Town of Mamaroneck, ENHANCED STAR renewal applications are mailed out in March and must be returned by May 1 (taxable status date) of each year. This new provision now allows qualifying Senior Citizens to submit renewal applications up until September 30th of the following year. This is not a local option and is currently in place.

New York State is allowing municipalities a "Local Option" to extend the filing deadline for LOCAL LEVEL SENIOR (RPTL 467) renewal applications as well. Currently, Local Level Senior renewal applications are mailed in March and must be returned by May 1. This local option would allow for an extension up until April 30th of the following year, the last day for paying taxes without incurring interest or penalty. A resident would need to submit the renewal application and an explanation of why the deadline was missed. If the Assessor approves the renewal application after the taxes have been levied, the correction to the tax roll will be deemed a "clerical error" and applicable refunds will be necessary.

Please keep in mind that the Town of Mamaroneck extends taxes on a prior year assessment roll and the Local Level Senior exemption applies to the Town, County and School tax bills, that is, May 1 is the exemption deadline for that year's assessment roll, but for the following year's tax bills. The Local Level Senior exemption can discount up to 50% off of a parcels assessed value and there are approximately 175 parcels that receive this exemption. As general office policy, when exemption renewals are not returned by April, a second mailing of the renewal application is sent and followed up with phone calls directly to the resident or their third party contact. Currently, if a renewal application is submitted after May 1, the resident may file a grievance and submit proof of "good cause" as to why the deadline was missed. A determination would be issued by our Board of Assessment Review.

Both deadline extensions (enacted Enhanced STAR extension and local option for RPTL 467 Local Level Senior) make more practical sense in municipalities that extend taxes on current year assessment rolls, a situation more prevalent outside of Westchester County. It is the Town's experience that NYS DTF is not always mindful of differing assessment rolls/taxing cycle timing throughout the State when considering provisions

relevant to administrative timing and deadlines. In my opinion the adoption of this local option dismisses the significance of our "taxable status" date, allows far too much time to renew (over 1 year) and is not practical given the timing of our assessment roll to our taxing cycle. Additional issues to consider are the potential relieving of these exemptions which were not previously factored into the tax rate calculation. The reliev would apply to the following years Town tax rate calculation, inflating the rate to capture the exemptions late acceptance. It would not be my recommendation to adopt the local option to extend the deadline for the Local Level Senior Citizen exemption.

RPTL 467(8-a)

Notwithstanding any provision of law to the contrary, the local governing body of a municipal corporation that is authorized to adopt a local law pursuant to subdivision eight of this section is further authorized to adopt a local law providing that where a renewal application for the exemption authorized by this section has not been filed on or before the taxable status date, and the owner believes that good cause existed for the failure to file the renewal application by that date, the owner may, no later than the last day for paying taxes without incurring interest or penalty, submit a written request to the assessor asking him or her to extend the filing deadline and grant the exemption. Such request shall contain an explanation of why the deadline was missed, and shall be accompanied by a renewal application, reflecting the facts and circumstances as they existed on the taxable status date. The assessor may extend the filing deadline and grant the exemption if he or she is satisfied that (i) good cause existed for the failure to file the renewal application by the taxable status date, and that (ii) the applicant is otherwise entitled to the exemption. The assessor shall mail notice of his or her determination to the owner. If the determination states that the assessor has granted the exemption, he or she shall thereupon be authorized and directed to correct the assessment roll accordingly, or, if another person has custody or control of the assessment roll, to direct that person to make the appropriate corrections. If the correction is not made before taxes are levied, the failure to take the exemption into account in the computation of the tax shall be deemed a "clerical error" for purposes of title three of article five of this chapter, and shall be corrected accordingly.

1 (i) The tax savings for each parcel receiving the exemption authorized
2 by section four hundred twenty-five of this chapter shall be computed by
3 subtracting the amount actually levied against the parcel from the
4 amount that would have been levied if not for the exemption, provided
5 however, that [beginning with] for the two thousand eleven-two thousand
6 twelve through two thousand fifteen-two thousand sixteen school [year]
7 years, the tax savings applicable to any "portion" (which as used herein
8 shall mean that part of an assessing unit located within a school
9 district) shall not exceed the tax savings applicable to that portion in
10 the prior school year multiplied by one hundred two percent, with the
11 result rounded to the nearest dollar; and provided further that begin-
12 ning with the two thousand sixteen-two thousand seventeen school year,
13 the tax savings applicable to any portion shall not exceed the tax
14 savings for the prior year. The tax savings attributable to the basic
15 and enhanced exemptions shall be calculated separately. It shall be the
16 responsibility of the commissioner to calculate tax savings limitations
17 for purposes of this subdivision.
18 § 2. This act shall take effect immediately.

19

PART C

20 Section 1. Subparagraphs (iv), (v) and (vi) of paragraph (b) of subdivi-
21 sion 4 of section 425 of the real property tax law, subparagraph (iv)
22 as amended by chapter 451 of the laws of 2015, subparagraph (v) as
23 amended by section 10 of part W of chapter 56 of the laws of 2010,
24 subparagraph (vi) as amended by section 3 of part E of chapter 83 of the
25 laws of 2002, and clause E of subparagraph (vi) as further amended by

1 section 1 of part W of chapter 56 of the laws of 2010, are amended to
2 read as follows:

3 (iv) Effective with applications for the enhanced exemption on final
4 assessment rolls to be completed in two thousand [three] seventeen, the
5 application form shall indicate that the owners of the property and any
6 owners' spouses residing on the premises [may] must enroll in the STAR
7 income verification program administered by the department in order for
8 the property to be eligible for an enhanced exemption pursuant to this
9 subdivision. To enroll therein, they must authorize the assessor to have
10 their income eligibility verified annually thereafter by the [state]
11 department [of taxation and finance, in lieu of furnishing copies of the
12 applicable income tax return or returns with the application. If the
13 owners of the property and any owners' spouses residing on the premises
14 elect to participate in this program, which shall be known as the STAR
15 income verification program, they] and must furnish their taxpayer iden-
16 tification numbers in order to facilitate matching with records of the
17 department. Thereafter, their income eligibility shall be verified annu-
18 ally by the department and the assessor shall not request income
19 documentation from them, unless such department advises the assessor
20 that they do not satisfy the applicable income eligibility requirements,
21 or that it is unable to determine whether they satisfy those require-
22 ments, or unless one or more of the owners or spouses in question were
23 not required to file a New York income tax return for the applicable
24 income tax year and did not do so. All applicants for the enhanced STAR
25 exemption and all assessing units shall be required to participate in
26 this program.

27 (v) (A) Except in the case of a city with a population of one million
28 or more, the assessor shall forward to the department, in the time and

1 manner required by the department, information identifying the persons
2 [who have elected to participate in the STAR income verification
3 program] who are enrolled in the STAR income verification program estab-
4 lished by this paragraph. After receiving the department's response or
5 responses, the assessing authority shall cause notices to be mailed to
6 participants as provided by paragraph (b) of subdivision five of this
7 section. Information provided to the department identifying such
8 persons, and responses obtained from such department shall be confiden-
9 tial and shall not be subject to disclosure under article six of the
10 public officers law.

11 (B) In the case of a city of one million or more, the assessor shall
12 forward to the department [of taxation and finance], in the time and
13 manner required by the department, information identifying the persons
14 [who have elected to participate in the STAR income verification
15 program] who are enrolled in the STAR income verification program estab-
16 lished by this paragraph. The department shall advise the assessor of
17 its findings in the manner provided by the agreement executed pursuant
18 to section one hundred seventy-one-o of the tax law. After receiving
19 such response or responses, the assessing authority shall cause notices
20 to be mailed to participants as provided by paragraph (b) of subdivision
21 five of this section. Information provided to the department identifying
22 such persons, and responses obtained from such department shall be
23 confidential and shall not be subject to disclosure under article six of
24 the public officers law.

25 (vi) Notwithstanding the provisions of subparagraphs (iv) and (v) of
26 this paragraph, which establish a STAR income verification program,
27 income documentation must be submitted to the assessor in connection
28 with each of the following:

1 (A) Initial applications for the enhanced STAR exemption;

2 (B) Renewal applications [submitted by a person or persons who have
3 not elected to participate in the STAR income verification program]
4 where one or more of the owners or spouses in question were not required
5 to file a New York income tax return for the applicable income tax year
6 and did not do so;

7 (C) Applications that would allow an enhanced exemption to resume
8 after having been discontinued;

9 (D) Applications submitted by a person or persons who had previously
10 qualified for the enhanced exemption but not in the assessing unit in
11 question; and

12 (E) Applications with respect to which the department [of taxation and
13 finance] has advised the assessor [through the commissioner] that it is
14 unable to determine whether a participant or participants in the STAR
15 income verification program satisfy the income eligibility requirements.

16 § 2. This act shall take effect immediately and shall apply to the
17 administration of the enhanced STAR exemption authorized by subdivision
18 4 of section 425 of the real property tax law beginning with final
19 assessment rolls to be completed in 2017.

20

PART D

21 Section 1. Subdivision 6 of section 425 of the real property tax law
22 is amended by adding a new paragraph (a-2) to read as follows:

23 (a-2) Notwithstanding any provision of law to the contrary, where a
24 renewal application for the "enhanced" STAR exemption authorized by
25 subdivision four of this section has not been filed on or before the
26 taxable status date, and the owner believes that good cause existed for

1 the failure to file the renewal application by that date, the owner may,
2 no later than the last day for paying school taxes without incurring
3 interest or penalty, submit a written request to the commissioner asking
4 him or her to extend the filing deadline and grant the exemption. Such
5 request shall contain an explanation of why the deadline was missed, and
6 shall be accompanied by a renewal application, reflecting the facts and
7 circumstances as they existed on the taxable status date. After consult-
8 ing with the assessor, the commissioner may extend the filing deadline
9 and grant the exemption if the commissioner is satisfied that (i) good
10 cause existed for the failure to file the renewal application by the
11 taxable status date, and that (ii) the applicant is otherwise entitled
12 to the exemption. The commissioner shall mail notice of his or her
13 determination to such owner and the assessor. If the determination
14 states that the commissioner has granted the exemption, the assessor
15 shall thereupon be authorized and directed to correct the assessment
16 roll accordingly, or, if another person has custody or control of the
17 assessment roll, to direct that person to make the appropriate
18 corrections. If the correction is not made before school taxes are
19 levied, the failure to take the exemption into account in the computa-
20 tion of the tax shall be deemed a "clerical error" for purposes of title
21 three of article five of this chapter, and shall be corrected accordi-
22 ngly.

23 § 2. Section 467 of the real property tax law is amended by adding a
24 new subdivision 8-a to read as follows:

25 8-a. Notwithstanding any provision of law to the contrary, the local
26 governing body of a municipal corporation that is authorized to adopt a
27 local law pursuant to subdivision eight of this section is further
28 authorized to adopt a local law providing that where a renewal applica-

1 tion for the exemption authorized by this section has not been filed on
2 or before the taxable status date, and the owner believes that good
3 cause existed for the failure to file the renewal application by that
4 date, the owner may, no later than the last day for paying taxes without
5 incurring interest or penalty, submit a written request to the assessor
6 asking him or her to extend the filing deadline and grant the exemption.
7 Such request shall contain an explanation of why the deadline was
8 missed, and shall be accompanied by a renewal application, reflecting
9 the facts and circumstances as they existed on the taxable status date.
10 The assessor may extend the filing deadline and grant the exemption if
11 he or she is satisfied that (i) good cause existed for the failure to
12 file the renewal application by the taxable status date, and that (ii)
13 the applicant is otherwise entitled to the exemption. The assessor shall
14 mail notice of his or her determination to the owner. If the determi-
15 nation states that the assessor has granted the exemption, he or she
16 shall thereupon be authorized and directed to correct the assessment
17 roll accordingly, or, if another person has custody or control of the
18 assessment roll, to direct that person to make the appropriate
19 corrections. If the correction is not made before taxes are levied, the
20 failure to take the exemption into account in the computation of the tax
21 shall be deemed a "clerical error" for purposes of title three of arti-
22 cle five of this chapter, and shall be corrected accordingly.

23 § 3. This act shall take effect on the sixtieth day after it shall
24 have become a law.

WORKSESSION
ITEM 2

Coast Guard First District

Ban The Barges Protect Our Hudson

Hudson River Waterfront Alliance



Hudson River Waterfront Alliance

1,482

Supporters

Elected leaders among Westchester County's Hudson River Waterfront Communities have launched "Ban the Barges", an advocacy campaign opposing a proposal by the Maritime Association of the Port of New York and New Jersey and the American Waterways Operators to establish 10 or more new barge anchorage sites on the Hudson River from Yonkers stretching up 70 miles to Kingston.

Recently, Congress ended a 40-year ban on the export of most crude oil produced in the lower 48 states, now resulting in oil production nearly doubling to more than nine million barrels a day. This has led to the need for expansion of the existing barges and rail line channels for transport of these fuel products.

The Yonkers Extension Anchorage Ground would cover approximately 715 acres for up to 16 vessels and provide a vessel swing radius of approximately 1,200 feet for each vessel. Current anchorages in the Hudson River in Yonkers can already accommodate up to nine vessels. The Montrose Point Anchorage Ground would cover approximately 127 acres for up to three vessels and provide a vessel swing radius of approximately 1,400 feet for each vessel. This proposal will effectively result in continuous, end-to-end barge traffic or "parking" from the Westchester border straight into Dobby Ferry, with additional parking directly in front of the Indian Point nuclear power facility.

The Hudson River Waterfront Communities raise serious concerns about the economic, environmental and public safety impacts of this proposal.

First, many of the river towns in Westchester County are in the midst of a long-term effort to revitalize its waterfront; restore and enhance its parks; and replace closed industrial facilities with new mixed-use residential, commercial and recreational developments. Recreation revitalization plans include multiple marinas and mooring areas, in order to meet the demands of the burgeoning recreational boating community.

Second, the Hudson River Waterfront Communities are deeply concerned with the water, noise and light pollution which would result from the routine operation of these barges, as well as the potential for catastrophic environmental impacts of crude leaks into the Hudson. The Hudson River Waterfront Communities cite the gross inadvisability of this proposal following decades of tireless effort and the dedication of extraordinary resources to restore the environmental vitality of the Hudson River estuary.

Public health and safety are also of great concern as the proposed anchorages would turn the Hudson River into a parking lot for potentially volatile substances and could potentially become targets for acts of terror. The Hudson River Waterfront Communities have significant questions as to the role and jurisdiction of local municipalities, in terms of both emergency services response, and managing basic enforcement concerns.

The shores of the Hudson River should be a place where our residents and visitors can gather to live, work and play. As such, the Hudson River Waterfront Communities will undoubtedly be opposing this proposal and is asking residents, business leaders, community organizers and others to act on our behalf in preserving our beautiful waterfront.

Please join our fight to Ban the Barges and Protect Our Hudson.

This petition will be delivered to:

- **Coast Guard First District**
Craig Lapiejko

[Read the letter](#)

Letter to
Coast Guard First District Craig Lapiejko

Hear our voices as we are part of the Hudson Valley community who have concerns about the economic, environmental and public safety impacts of this proposal. The shores of the Hudson River should be a place where we can gather to live, work and play – not become a parking lot for potentially volatile substances.
Ban the Barges And Protect OUR Hudson!

[OK](#)

- [economic development](#)
- [Hudson River](#)
- [BanTheBarges](#)
- [environmental protection](#)

Hudson River Waterfront Alliance started this petition with a single signature, and now has 1,482 supporters. Start a petition today to change something you care about.

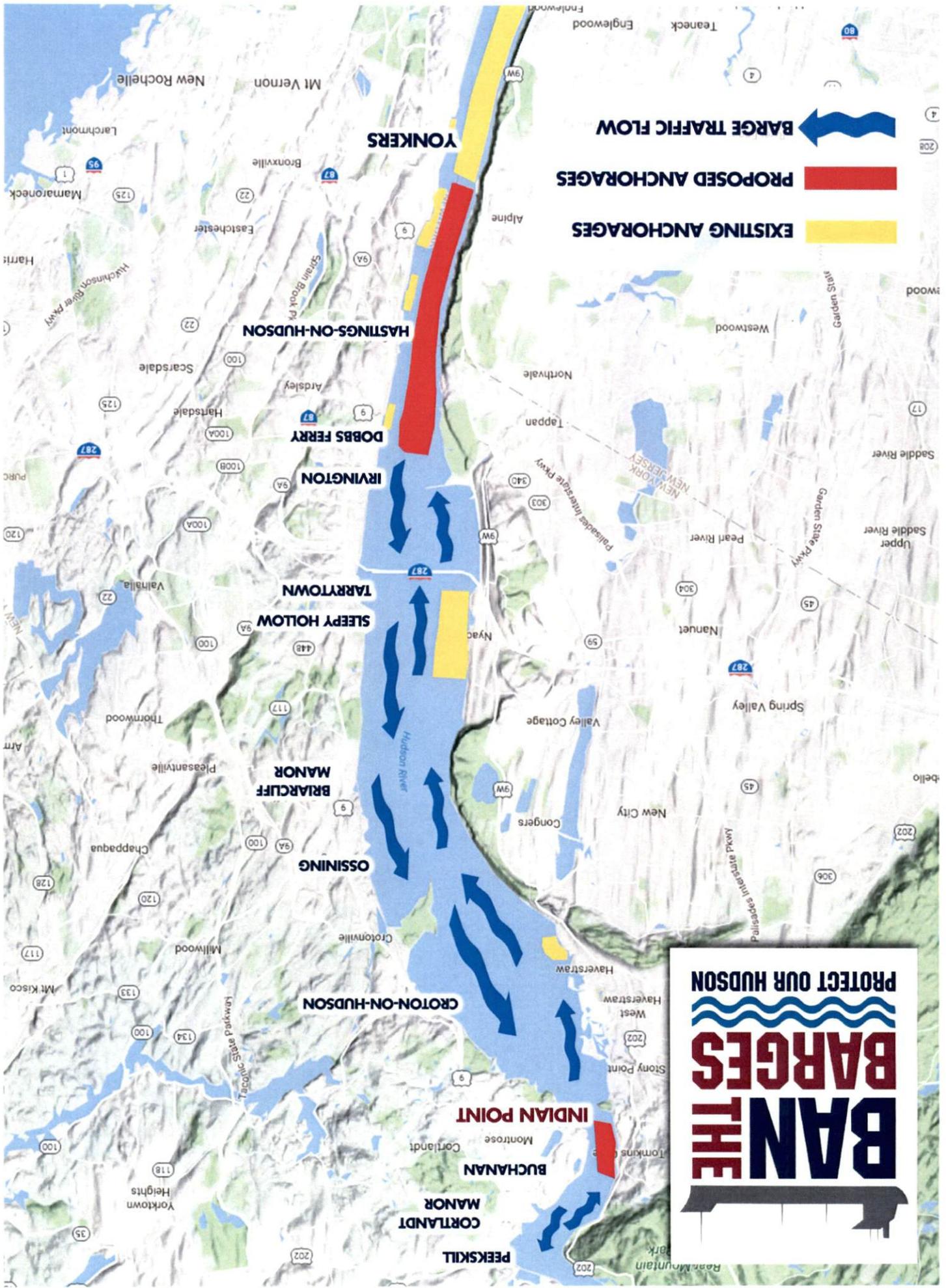
[Start a petition](#)

Updates

1. 2 months ago
1,000 supporters
2. 2 months ago
Hudson River Waterfront Alliance started this petition

Supporters

Top comments



← BARGE TRAFFIC FLOW

PROPOSED ANCHORAGES

EXISTING ANCHORAGES

PROTECT OUR HUDSON

BARGES

BAN THE

**WORKSESSION
ITEM 3**

NO ATTACHMENT

WORKSESSION
ITEM 4

NO ATTACHMENT

FIRE COMMISSION

ITEM 1

NO ATTACHMENT

AFFAIRS OF THE TOWN

ITEM 1

NO ATTACHMENT

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

Memorandum

To: Supervisor and Town Board

**Re: Authorization- Renewal Westchester County
Bus Shelter Agreement**

Date: October 14, 2016

The Town along with most Westchester communities participate in the Westchester County Bus Shelter. Under the terms of the agreement, the County enters into a franchise agreement with a private company for the construction, operation and maintenance of the bus shelters along its various bus routes. After deducting administrative expenses the County splits the advertising revenue for each shelter with each municipality on a 50/50 basis.

In the unincorporated area, there is only one County bus shelter in operation at the corner of Dillon Road and Boston Post Road. The Town annually receive \$1,000 for the advertising on this shelter.

Attached are two agreements; first is the extension of the original bus shelter agreement for the term 4/1/11 through 4/31/16 between the County and Clear Channel Outdoor Inc. The second agreement is the new agreement for the period July 1, 2016 through June 30, 2021 between the County and Signal Outdoor Advertising.

In the time that the bus shelter has been in operation at Dillon Road there have been no issues to speak of and the licensee has properly maintained the shelter.

ACTION REQUESTED: THAT THE TOWN BOARD HEREBY APPROVES THE BUS SHELTER EXTENSION AGREEMENT FOR THE PERIOD 4/1/11- 4/21/16 AND ALSO APPROVES THE EXTENSION AGREEMENT FOR THE PERIOD 7/1/16-6/31/16 AND HEREBY AUTHORIZES THE TOWN ADMINISTRATOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE TOWN

Stephen V. Altieri
Town Administrator



ROBERT P. ASTORINO
County Executive

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

VINCENT F. KOPICKI, PE
Commissioner

October 6, 2016

Ms. Christina Battalia
Town Clerk
Town of Mamaroneck
740 West Boston Post Road
Mamaroneck, New York 10543

Re: **County Wide Bus Shelter Program Intermunicipal Agreement**

- (1) **First Amendment to Agreement No. 11-915**
Extend the IMA for Three (3) Months from April 1, 2016 through June 30, 2016
- (2) **Agreement No. DOTOP12-16**
Five (5) Year IMA from July 1, 2016 through June 30, 2021

Dear Ms. Battalia:

Enclosed for execution please find two (2) First Amendment documents to Intermunicipal Agreement No. 11-915 as referenced above. Kindly have the amendments signed by the appropriate official, and have the Acknowledgment forms notarized for that official's signature. In addition, please have an official other than the official signing the amendments complete and sign the top half of the Certificate of Authority forms. The bottom half of the Certificate of Authority forms must be notarized for the other official's signature. All forms shall contain original signatures and be notarized where applicable.

Also enclosed for execution please find two (2) agreement documents for Intermunicipal Agreement No. DOTOP12-16 referenced above. Kindly have the agreements signed by the appropriate official, and have the Acknowledgment forms notarized for that official's signature. In addition, please have an official other than the official signing the agreements complete and sign the top half of the Certificate of Authority forms. The bottom half of the Certificate of Authority forms must be notarized for the other official's signature. All forms shall contain original signatures and be notarized where applicable.

Please return the above to my attention, Westchester County Department of Public Works and Transportation, 148 Martine Avenue, Room 522, White Plains, New York 10601, within fourteen (14) days from the date of this letter.

Upon receipt of the above, the amendment and agreement will be processed and a fully executed copy of each will be mailed to you for your files.

Should you have any questions, please call me at (914) 995-2594.

Very truly yours,

Michael R. Dispenza
Michael R. Dispenza
Contract Administrator *KU*

MRD/ku
Encl.

cc: V. Kopicki
J. Nicoletti
J. Antonaccio
N. Klein
R. Essick
D. Infield, Dept. of Law
File

INTERMUNICIPAL AGREEMENT NO. 11-915

THIS FIRST AMENDMENT AGREEMENT entered into 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 (the "County")

and

THE TOWN OF MAMARONECK, a municipal corporation of the State of New York, having an office and place of business at 740 West Boston Post Road, Mamaroneck, New York 10543 (the "Cooperating Municipality")

W I T N E S S E T H:

WHEREAS, the County extended for an additional three months, its License Agreement with a private franchisee to construct, operate and maintain bus passenger shelters at various locations within the County as well as provide advertising on bus shelters; and

WHEREAS, the Cooperating Municipality and the County entered into an Intermunicipal Agreement whereby the County provides bus passenger shelters within the Cooperating Municipality pursuant to said License Agreement for the comfort and benefit of its citizens and the Municipality desires to extend the Intermunicipal agreement an additional three months through June 30, 2016.

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

FIRST: The Intermunicipal Agreement between the County and the Cooperating Municipality dated August 18, 2011, for the provision of bus passenger shelters pursuant to a License Agreement and First Amendment Agreement dated March 31, 2016 between the County and Clear Channel Outdoor, Inc., at locations within the Cooperating Municipality for the term April 1, 2011 through March 31, 2016 (the "Intermunicipal Agreement"), is hereby amended to

extend the term an additional three months. The first sentence of Paragraph "SECOND" of the Intermunicipal Agreement therefore, is hereby deleted in its entirety and replaced with the following:

"SECOND: The term of this Agreement shall be for the term commencing on April 1, 2011 and expiring on June 30, 2016, which term coincides with the expiration of the License Agreement and First Amendment Agreement with Clear Channel Outdoor, Inc."

SECOND: For the extended term of this First Amendment Agreement, the Cooperating Municipality shall receive its pro-rated share of revenue from the County at the rates detailed in the Intermunicipal Agreement by September 30, 2016.

THIRD: All other terms and conditions of the Intermunicipal Agreement shall remain in full force and effect.

{REMAINING PAGE INTENTIONALLY LEFT BLANK}

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

THE COUNTY OF WESTCHESTER

By: _____
Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

COOPERATING MUNICIPALITY

By: _____
(Name & Title)

Authorized by the Board of Legislators of the County of Westchester pursuant to Act No. 241-2016 adopted on the 18th day of July, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____ day of _____, 20__.

Authorized by the governing board of the Cooperating Municipality on the ____ day of _____, 20__.

Approved as to form
and manner of execution:

Assistant County Attorney
County of Westchester
S/I/DTR/Bus Shelter IMA First Amendment

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 20th day of October 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

ATTACHMENT A

<u>COMMUNITY</u>	<u>#</u>	<u>Installation Date</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Mamaroneck T	MT01	Pre-4/1/2011	Boston Post Rd & Dillon Rd	Southbound

List of all permits required:

Name of Contact and title for permit application:

INTERMUNICIPAL AGREEMENT NO. DOTOP12-16

THIS AGREEMENT entered into 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 (the "County")

and

THE TOWN OF MAMARONECK, a municipal corporation of the State of New York, having an office and place of business at 740 West Boston Post Road, Mamaroneck, New York 10543 (the "Cooperating Municipality")

W I T N E S S E T H:

WHEREAS, the County has entered into a License Agreement with a private franchisee to construct, operate and maintain bus passenger shelters at various locations within the County as well as provide advertising on bus shelters; and

WHEREAS, the Cooperating Municipality is desirous of having the County provide bus passenger shelters within the Cooperating Municipality pursuant to said License Agreement for the comfort and benefit of its citizens.

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

FIRST: The County is hereby authorized to provide and maintain shelters pursuant to a License Agreement between the County and Signal Outdoor Advertising, LLC, or its successors at locations within the Cooperating Municipality, all as shown on Attachment "A" attached hereto and made a part hereof. The Cooperating Municipality warrants and guarantees to the County and its Licensee that all sites shown on Attachment "A" have been reviewed by the Cooperating Municipality and that each and every site conforms with traffic and safety standards, with all local, state and federal laws, rules and regulations, and that it is either wholly contained on a public right-of-way or the appropriate easement has been requested and granted, and a private property release is on file with the Westchester County Department of Public

Works and Transportation. The Cooperating Municipality further certifies and guarantees that the sites designated on Attachment "A" are legally designated bus stop locations or that the sites will be so designated prior to installation of new bus passenger shelters. If such designation is the responsibility of a governmental agency other than the Cooperating Municipality, the Cooperating Municipality will use its best efforts to obtain such designation.

Attachment "A" shall consist of:

1. A list of all bus shelters built under the County Bus Shelter Program located in the Cooperating Municipality.
2. A list of all necessary permits and the name of the municipal official who should be contacted. As the bus shelters are going to be provided as a municipal service, all permit fees shall be waived.

The Cooperating Municipality shall have the opportunity to request additional bus passenger shelters other than those in Attachment A. Requests shall be made to the Westchester County Department of Public Works and Transportation. The County will provide shelters to cooperating municipalities, as they are available based upon the terms of License Agreement. They will be installed according to site suitability and passenger usage.

SECOND: The term of this Agreement shall be for five (5) years commencing on July 1, 2016 and expiring on June 30, 2021, which term coincides with the expiration of the License Agreement with Signal Outdoor Advertising, LLC. A copy of the License Agreement is on file with the Westchester County Department of Public Works and Transportation ("WCDPWT") and may be examined by an authorized representative of the Cooperating Municipality upon reasonable notice to the County. This Agreement shall encompass presently existing bus passenger shelters and those constructed pursuant to the License Agreement.

THIRD: The design and installation of any bus passenger, shelters to be erected within the Cooperating Municipality shall be similar to, but may vary in details from the design drawings entitled "Westchester County Bus Shelter Detail" and dated August 5, 2010, copies of which are on file with the Cooperating Municipality and the County (hereinafter the "Design Drawings"). In no event, however, shall the size and illumination of the advertising signs vary

from those shown in the Design Drawings without prior approval of the Cooperating Municipality.

FOURTH: After the County has deducted \$100,000 annually, for administrative expenses, the remaining revenue received by the County from the Licensee shall be divided between the County and the Cooperating Municipalities on a 50/50 ratio. The share of the revenue due the Cooperating Municipality will be determined by the ratio of that number of shelters operated by the Licensee and producing revenue in the Cooperating Municipality to the total County-wide number of shelters operated under the License Agreement during one annual payment period. Payment will be made by the County to the Cooperating Municipality on August 1st of each year of this Agreement, beginning on August 1, 2017.

FIFTH: The Licensee of the County shall be required to hold harmless and defend the Cooperating Municipality and its employees, officers and agents from all claims, suits and actions arising from the construction and maintenance of the shelters.

SIXTH: All advertising to be displayed on the bus passenger shelters will be submitted to the County Commissioner of Department of Public Works and Transportation for approval. The Cooperating Municipality agrees that this approval shall be sufficient approval for the display of such advertising within the Cooperating Municipality. The County agrees that no political or religious advertising shall be allowed. The County further agrees that no advertising for tobacco products will be allowed, nor shall the County accept any advertising which does not meet reasonable standards of good taste.

SEVENTH: The Licensee of the County shall be required to maintain all shelters in good condition. They shall clean each shelter on a regular basis, and shall be required to repair any damaged shelter.

EIGHTH: The Cooperating Municipality shall not enter into bus shelter advertising programs on its own. The Cooperating Municipality shall waive all municipal fees for the bus shelters.

NINTH: If during the term of this Agreement any bus passenger shelter is required to be removed or relocated for any reason at the request of the Cooperating Municipality, said removal or relocation shall be done only by the County's Licensee, at the sole cost and expense of the Cooperating Municipality.

TENTH: 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.

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

TWELFTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

{REMAINING PAGE INTENTIONALLY LEFT BLANK}

THIRTEENTH: In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: _____
Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

COOPERATING MUNICIPALITY

By: _____
(Name & Title)

Authorized by the Board of Legislators of the County of Westchester pursuant to Act No. 142-2016 adopted on the 18th day of July, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the 6th day of October, 2016.

Authorized by the governing board of the Cooperating Municipality on the ___ day of _____, 20__.

Approved as to form
and manner of execution:

Assistant County Attorney
County of Westchester
S/I/DTR/Bus Shelter IMA2016

ATTACHMENT A

<u>COMMUNITY</u>	<u>#</u>	<u>Installation Date</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Mamaroneck T	MT01	Pre-4/1/2011	Boston Post Rd & Dillon Rd	Southbound

List of all permits required:

Name of Contact and title for permit application:

AFFAIRS OF THE TOWN

ITEM 3

**ATTACHMENT NOT
AVAILABLE**