

**CITY OF RYE
1051 BOSTON POST ROAD
RYE, NY 10580
AGENDA**

**REGULAR MEETING OF THE CITY COUNCIL
Wednesday, February 6, 2019
7:30 p.m.**

Please Note: The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss attorney-client privileged matters, personnel matters and labor negotiations.

1. Pledge of Allegiance.
2. Roll Call
3. General Announcements.
4. Draft unapproved minutes of the Regular Meeting of the City Council held January 23, 2019.
5. Residents may be heard on matters for Council consideration that do not appear on the Agenda.
6. Mayor announcement of the City receiving the National Government Finance Officers Association Distinguished Budget Presentation Award.
7. Resolution authorizing the City Manager to sign a commercial lease agreement with HRTK-Southern Connecticut, LLC allowing Carefree Boat Club to rent boats at the Boat Basin.
8. Authorize payment of the balance of the 2018/2019 Rye Neck Union Free School District taxes collected by the City to the School District.
Roll Call.
9. Resolution authorizing the City Manager to sign a 4-year agreement with the County of Westchester to participate in their Organic Yard Waste Management Program whereby the City can collect and transport organic yard waste to the designated transfer site for composting .
10. Consideration of a request by the Westchester County chapter of the National Alliance on Mental Illness (NAMI) to have a ribbon initiative in the Central Business District during the month of May 2019.
11. Consideration of request for permission to close a section of Purchase Street for the 67th Annual Celebration of the Halloween Window Painting Contest.
12. Consideration of request from Rye Recreation to hold the Annual Food Truck Festival Saturday, June 22, 2019. The Council will have to waive § 144-8D and G of the City Code.

13. Consideration of request from Rye Recreation to hold the annual Turkey Run road race on Saturday, November 30, 2019.
14. Miscellaneous communications and reports.
15. Old Business/New Business.
16. Adjournment

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The next regular meeting of the City Council will be held on Wednesday, February 27, 2019 at 7:30 p.m.

** City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at www.ryeny.gov under "RyeTV Live".

The Mayor and City Council have office hours in the Mayor's Conference Room Annex at Rye City Hall, 1051 Boston Post Road. Attendance by the Mayor and Council Members will vary. The Mayor's Conference Room Annex is located on the 1st floor of City Hall adjacent to the Council Chambers. Hours are as follows:

Mondays 9:30 a.m. to 11:00 a.m.

Wednesdays 9:30 a.m. to 11:00 a.m.

DRAFT UNAPPROVED MINUTES of the
Regular Meeting of the City Council of the City of
Rye held in City Hall on January 23, 2019, at 7:30
P.M.

PRESENT:

JOSH COHN, Mayor
SARA GODDARD
EMILY HURD
RICHARD MECCA
JULIE SOUZA
BENJAMIN STACKS
DANIELLE TAGGER-EPSTEIN
Councilmembers

ABSENT:

None

The Council convened at 6:30 P.M. Councilman Mecca made a motion, seconded by Councilwoman Souza, enter into executive session to discuss litigation and personnel matters. At 7:38 P.M., Councilman Mecca made a motion, seconded by Councilwoman Souza, to exit executive session and commence the regular meeting of the City Council. The meeting began at 7:43 P.M.

1. Pledge of Allegiance.

Mayor Cohn called the meeting to order and invited the Council to join in the Pledge of Allegiance.

2. Roll Call.

Mayor Cohn asked the City Clerk to call the roll; a quorum was present to conduct official City business.

3. General Announcements.

Mayor Cohn announced that the City had received notice from the Thruway Authority that the Grace Church Bridge will be reconfigured during I-95 construction to a one-way traffic pattern. This traffic pattern may be in effect for a year. Further, there was a recent communication sent out by the City to the email listserv regarding blasting for the Last Mile project.

Mayor Cohn also announced that Rye ACT has issued a notice for a community forum on the issue of proposed legalization of recreational marijuana, to be held Thursday, January 31, 2019, from 7:00 to 8:30 p.m. in the Blind Brook High School Auditorium. The featured speaker

will be Dr. Kevin Sabet. Also, there will be a program called “Resilience” held February 13, 2019 at Rye Presbyterian Church, about a new movement to prevent toxic stress.

3. Annual Message by the Mayor.

Mayor Cohn made the following address to the community:

“I wish everyone a very happy new year! It seems like only a moment ago that I stood before you and offered my thoughts on the year 2018 then to come. My opportunity this evening is to reflect both on 2018 past and now 2019 still to come.

Before I take that opportunity, though, I need to emphasize how important and helpful I have found City staff to be this past year. We have a lean staff. They are asked by many to do much. Yet, they do it skillfully and bounce back, time after time. We all are and should be very grateful to them.

We owe a debt of gratitude to the Council sitting behind me, as well. In the 2017 campaign, my team promised to work hard to get things moving in Rye, and to get the public more involved in the Council’s work. This year, the Council met approximately 40 times, as compared with the typical approximately 20 meetings. Our meetings included both workshops and work sessions open to the public. We instituted twice-weekly Council office hours, which seem to have been appreciated by many, including by Council members who have been alerted to important issues in office hours meetings. I owe my individual thanks to the members of the Council for their extraordinary efforts and especially to Deputy Mayor Hurd for the time she has made available to me and the City.

Now let me speak about some, only some, of the priorities we have been working on or intend to work on for our City.

Capital Projects - We spent much of last year studying and assembling a capital investment program to effect mandated improvements that we are obliged to make, as well as to deal with aspects of plant, equipment and infrastructure long neglected and overdue for repair. We must renovate our courthouse in compliance with the requirements of the State of New York. We will trade-in our aged-out garbage truck fleet, and we will rebuild a crumbling DPW garage to house the new, larger trucks. We will renovate another DPW garage and replace our too-small, deteriorating salt shed. City Hall will finally be blessed with replacement of its 50+ year-old HVAC system and with a tune-up of other aged building systems. We already have substantial sewer work planned and we anticipate that we will need to execute millions of dollars more should we succeed in settling the Save the Sound lawsuit.

These improvements require a great deal of money. In anticipation, we established a capital projects fund that will provide cash to start projects. We are fortunate to have old debt retiring and rolling off our balance sheet. Nonetheless, it seems certain that the City will need to incur new debt late this year or early next.

We promised to seek grant funding. We are pleased to announce that, with staff leadership, we have received approximately \$4 million of grants dedicated to sewer repair. We will continue to seek additional grant funding for capital and other projects.

I don't want to leave capital projects without discussing our roads. A road construction consultant recently visited us at a public Council meeting and gave us a short course on road reconstruction. One take-away for me was that spending at our present level for road renewal will not get us where we need to be quickly enough. I hope my Council colleagues feel the same way. With even relatively small increments of additional funds, we can accelerate our progress towards acceptable roads in Rye. We all are excited and relieved by the much -delayed work on Firemen's Circle, but I would hazard that everyone wants to see more road improvements in Rye. A word of comfort for those whose roads have been torn up by Con Ed this past year and those who will face more of the same as Con Ed finishes its gas main projects when warm weather returns: Con Ed's method is to rough patch first and then return to properly repave. We will see that it does so.

Finances - well, capital investments and road work leads us straight to further discussion of the City's finances. Our 2019 budget is intended to allow the City to fulfill all its responsibilities without jeopardizing its AAA bond rating. As previously noted, however, we expect to be using that bond rating either this year or next.

Our budget depends on a 2.28% property tax increase – well under the tax cap. We remain concerned, however, for the future about our reliance on property taxes and property tax increases to provide for the inevitable and constantly increasing costs that the City as a service provider must bear. Prominently, our employees deserve fair wages that are responsive to the cost increases imposed on them and their families. Our entire property tax revenue, however, which comprises roughly 60 percent of the City's revenue, fails to cover all of the City's employee related cost. On the other side of the equation, the City's taxable assessed value has declined in the last two years, despite the increased valuations that accompany new construction. In other words, our tax base may be shrinking -- and this without the housing market even yet taking account of the reduction in deductibility of state and local taxes. There is reason for concern here. The City must search diligently for alternate revenue sources.

To help us all with our financial concerns, we did, as we had promised, reinvigorate the Finance Committee. That committee has been a terrific help, reviewing most of the City's operations and supporting the Council in myriad ways, including: examining and challenging the financial aspects of City activities and enterprises, reviewing City fees and charges, scrutinizing our capital investment plans and creating a citizen's budget report that was extremely favorably received by the public. We are looking forward to another year of working with the Finance Committee. We, along with the Finance Committee, will be looking closely in the near future at the proposal for a sewer fund fed by sewer rents, to more equitably distribute sewer costs and to aggregate funds dedicated to the massive sewer improvements we will need to undertake.

Union Contracts - Employee-related costs dominate our budget. We began last year with four open union contracts. We succeeded, after an intense but respectful negotiation, in achieving a contract with our police officers that closed out past open years and will run forward

through 2023. We are hopeful that this joint achievement with our police will be repeated in negotiations with our other employees.

Wireless Services – We continue to look for a means to bring improved wireless service to Rye on a basis consistent with resident wishes. On the litigation front, the City prevailed in both federal and state court litigation brought by tower-builder Crown Castle, which is acting for Verizon. Crown has indicated that it will appeal the state court decision. We opened talks with Crown, but the talks have produced nothing. Meanwhile, the Federal Communications Commission passed an industry-favoring order that circumscribes municipal rights. This has caused us to hurriedly revise the City’s wireless law. Many cities, ranging in size from New York and LA to Rye, are seeking to overturn the FCC order in court. Stay-tuned, so to speak. Separately, we are in talks with the MTA about their desire to erect a tower more than a hundred feet tall along the Metro North right of way to serve the MTA police radio system. Again, stay-tuned.

Flooding – We found on arrival in office \$3 million in NY Rising grant funding languishing for lack of continuing attention. We learned to our alarm that the City would have to move quickly to finalize project choices and initial planning to the satisfaction of the grant administrators or we would lose our funds. With the help of the Flood Advisory Committee we made hard choices among projects based on evolving engineering and cost information. As finally decided, substantial funds will be applied to sensor installation on Blind Brook and on Upper Bowman Pond cleanup, but the largest single use of funds will be for a new road to the Nature Center that will allow access that will not be threatened by a flooding brook. The Council approved the allocation of funds literally on the extended deadline date set by the administrators. We continue to seek additional sources of aid and expertise to help us ease the risk of flooding along Blind Brook. To be clear, however, all of the potential remedies that we have seen thus far may mitigate the risk of flooding, but they will not, singly or in combination, eliminate that risk.

United Hospital – Starwood –We have held our breath while Starwood has sought a buyer for the United Hospital site who would go forward with the mixed use development plan previously approved by Port Chester. Yesterday, Port Chester learned that a second potential buyer has walked away. This continues 12 years of uncertainty. We know that the approved plan will bring multi-family residential, hotel and commercial traffic to the site and that much of the parking lot traffic is expected to use High Street, which borders our relatively tranquil Rye Park neighborhood. Rye Park in turn stands between the site and the railroad station, among other things. We understand the neighborhood concerns about existing street dangers and their increase as a result of the planned development. We have worked with the neighborhood on a test of street closures to defeat cut-through traffic. The results of that test will be reviewed and we may expect that we will be asked to carry out a public approval process of permanent street closures to protect the neighborhood.

Boat Basin – the municipal boat basin is an important City asset for hundreds of City resident slipholders and for the adjoining residential areas. The boat basin sits at the top of Milton Harbor in a location where the silt from Blind Brook’s discharge collects. This silt accumulation necessitates regular dredging to maintain adequate water depth. The boat basin is structured as a City enterprise fund, meaning that it is City-owned, but it is supposed to be self-

supporting. That goal, however, has become increasingly difficult to achieve as federal support for dredging has diminished and environmental regulation of dredging has dramatically raised dredging costs. Over the course of 2018, the City had silt sediment samples tested. Shortly before year-end, we learned that a substantial part of our dredge spoil may require upland disposal, substantially raising the City's costs. Finding a way forward for the boat basin has been an ongoing issue for many years and now is one of our most difficult challenges.

Thruway Authority Site – we have been working cordially with Rye Country Day School on the possibility of a shared use agreement governing athletic facilities that RCDS might build on the site. A shared use agreement is required before the site can be sold to Rye Country Day. We hope to be able to make the most significant features of our discussion with Rye Country day public soon.

Playland/Standard Amusements – We are aware of, but not privy to, ongoing discussions between Standard and the County about the fulfillment of the arrangement existing between them. We have heard both positive and negative views of the arrangement and have not taken a position. We have felt obliged to continue the City's appeal of the trial court decision that denied the City mere standing to question the Standard deal and we now await the appellate court result. Whatever the outcome in court, we hope it becomes possible to work cooperatively with Playland and the county.

Last Mile – The reconstruction of I-95 from Playland Parkway to the Connecticut line has begun – nearly six months later than expected. We will continue to interface with the Thruway Authority in order to understand the project's unfolding and to mitigate the effects on our City.

Major Real Estate Matters – The Osborn is contemplating new developments on its campus, the owner of the building that housed Mrs. Green's is entertaining a lease to the Rye Y and the sale of the Avon facility is pending. It is likely that the City will need to be involved in one or more of these matters, through its zoning authority or otherwise.

City Master Plan – a City master plan process was put on hold by us, pending our gaining experience and momentum. We intend to pursue a master plan, but our first attention will continue to go to matters requiring timely resolution.

Towards A Greener Rye – in 2018 we passed a law to expand aspects of the PACE financing program for energy efficient projects by not for profits. After several public Council sessions and community outreach, we accepted Sustainable Westchester's Westchester Power program that gives resident access to potentially cheaper and potentially greener electricity. We will have a food scrap recycling test project. And greenest of all, Rye is once again recognized by, and a participant member in, the Tree City USA program.

Parking in the Central Business District and by City Hall – For several hours in the middle of every weekday it is painfully difficult to find a parking space in our main parking lots. The hours may be different at the City Hall lot, but the frustration is the same. (Yes, there are no parking spaces reserved for Mayor and Council.) We know that past administrations have looked at the parking problem, but we can't rest on past investigations. We are bringing in a

consultant to help us understand if there are better ways to lay out and manage our lots, and to see what greater efficiencies we might derive from the lots we have now, before we consider the great expense that we believe would attach to creating additional parking space. We will also look at ride-sharing and any other programs that might diminish, even if slightly, some of the demand for parking spaces both in town and at the railroad station.

Forest Avenue Sidewalk – We met to determine which of multiple design choices might be best for this major sidewalk project. The City has applied for a grant to execute the project and we hope for a response to our application soon.

Con Ed Gas Service Temporary Moratorium – We have recently learned that Con Ed is planning a temporary moratorium beginning March 15th on new gas service in Westchester. The County Executive’s office is taking the leading role in dealing with Con Ed on this, focusing first on information gathering. I heard from Con Ed this afternoon that the reason for the moratorium is Con Ed’s inability to get new sources of supply to reach Westchester County. We will share more as we learn more.

In conclusion, I have spoken about more than the tip of our iceberg, but (to enthusiastically mix metaphors) time doesn’t allow me to plate the whole enchilada for you. There is a lot to do, and we are trying to get it done. I think 2018 has been an interesting and challenging year for all of us on the Council, the old-timers and the neophytes alike. I suspect that 2019 will be at least equally challenging, and I know that we as a Council will continue to do our best to both manage challenges and seek opportunities for you and the City of Rye. Thank you.”

5. Draft unapproved minutes of the Regular Meeting of the City Council held January 9, 2019.

Councilwoman Souza made a motion, seconded by Councilwoman Hurd, to adopt the minutes of the regular meeting of the City Council held January 9, 2019.

6. Residents may be heard on matters for Council consideration that do not appear on the Agenda.

Gerry Seitz, 141 Kirby Lane, addressed the Council. He thanked the Mayor and Council for their hard work. He commended them for identifying cash needs moving forward, and for looking into alternate financial resources. He also thanked the work of the Flood Advisory Committee. He addressed new sources of possible revenue: 1) flip tax; and 2) increase in sales tax. He asked the Council if the City had identified new sources of revenue.

Mayor Cohn responded that the Finance Committee would be vetting these items for recommendation to the Council.

Mr. Seitz asked the Council support his recommendations.

7. Resolution authorizing the City Manager to enter into a 5-year extension for Emergency Medical Transport with the Village of Port Chester, the Village of Rye Brook and Port Chester-Rye-Rye Brook Volunteer Ambulance Corps. Inc.
Roll Call.

Mayor Cohn said that this was a topic previously discussed. There was a desire to see additional information, but there were no further questions tonight.

Councilwoman Tagger-Epstein made a motion, seconded by Councilwoman Hurd, to authorize the City Manager to enter into a 5-year extension for Emergency Medical Transport with the Village of Port Chester, the Village of Rye Brook and Port Chester-Rye-Rye Brook Volunteer Ambulance Corps. Inc.

ROLL CALL

AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: None
ABSENT: None

8. Resolution authorizing the City Manager to establish a 5-year extension to the existing County Repository for Integrated Criminalistic Information System Inter-municipality Agreement (RICI IMA) which will expire on February 28, 2019. This will grant the City access to the electronic transmission and storage of criminal record and police blotter information.
Roll Call.

Mayor Cohn explained that the agreement is for a five-year period commencing March 1, 2019 through February 28, 2024. RICI is utilized in the transmission of information from the Department's Live-Scan fingerprinting system to document and transmit booking and other arrest-related information.

Councilman Mecca made a motion, seconded by Councilwoman Hurd, to authorize the City Manager to establish a 5-year extension to the existing County Repository for Integrated Criminalistic Information System Inter-municipality Agreement (RICI IMA) which will expire on February 28, 2019. This will grant the City access to the electronic transmission and storage of criminal record and police blotter information.

ROLL CALL

AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: None
ABSENT: None

9. Resolution authorizing the City Manager to enter into an easement agreement/dedication for the sewer main installation on Club Road and Sunset Lane to allow for the acceptance of dedication, maintenance, alteration, repair and replacement of the Sewer Main.
Roll Call.

Mayor Cohn stated that on September 13, 2017, The City Council approved a resolution to accept dedication of a new sanitary sewer system intended to serve the properties along Club Road, and the beginning of Sunset Lane. The application has since received Planning Board approval and County Department of Health approval. Corporation Counsel Wilson added that this would be the final step in the process.

Councilwoman Hurd made a motion, seconded by Councilman Mecca, to authorize the City Manager to enter into an easement agreement/dedication for the sewer main installation on Club Road and Sunset Lane to allow for the acceptance of dedication, maintenance, alteration, repair and replacement of the Sewer Main.

ROLL CALL

AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-
Epstein
NAYS: None
ABSENT: None

10. Consider setting a Public Hearing on February 6, 2019 to add Article VI “Vestibules” to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of vestibules on the City’s sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner.

Councilwoman Goddard asked whether there would be a maximum number of vestibules allowed in one year. Corporation Counsel Wilson stated that the current draft does not have a limit.

Councilman Mecca discussed the processes of the Planning Commission with respect to outdoor seating, which might be a similar process.

Councilwoman Goddard also asked about the additional insured amount of two million dollars. Corporation Counsel Wilson stated that she could amend the language to allow the City to change that dollar amount by its discretion.

Mayor Cohn expressed concern over the width of the sidewalk changing the character and experience of the walking sidewalk in the downtown. He asked for further thought on that matter. He also asked that if an applicant fails to comply with the law, that the vestibule permit be removed in the penalty provision.

Councilwoman Tagger-Epstein inquired as to the process of each applicant with regard to the Planning Commission.

Corporation Counsel Wilson stated that the building department also considered ADA regulations with regard to width. Councilman Stacks added that it is important also for the five feet of walking space to comply with the ADA regulations. Councilman Mecca confirmed that this proposed width does comply with ADA regulations.

There was discussion about the central business district, the need among merchants, the character of the downtown, and the language of the draft law.

Councilwoman Hurd stated that she would like to get feedback from the Chamber on the issue.

The item was put over to February 27, 2019.

11. Consideration of a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to approve a parade to commemorate Memorial Day to be held on Monday, May 27, 2019 from 9:30 a.m. to 10:30 a.m.

Councilwoman Souza made a motion, seconded by Councilwoman Hurd, to approve the a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to approve a parade to commemorate Memorial Day to be held on Monday, May 27, 2019 from 9:30 a.m. to 10:30 a.m.

12. Consideration of a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to hold a Memorial Day Ceremony on the village green event to be held on Monday, May 27, 2019 from 10:30 a.m. to 11:15 a.m.

Councilwoman Souza made a motion, seconded by Councilman Stacks, to approve the request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to hold a Memorial Day Ceremony on the village green event to be held on Monday, May 27, 2019 from 10:30 a.m. to 11:15 a.m.

13. Consideration of a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to have a food truck at the Memorial Day event to be held on Monday, May 27, 2019 from 9:30 a.m. to 12:00 p.m.

Councilman Stacks made a motion, seconded by Councilwoman Tagger-Epstein, to waive City Code Chapter 144 (8)(d) and (g) regarding food trucks and approve the request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to have a food truck at the Memorial Day event to be held on Monday, May 27, 2019 from 9:30 a.m. to 12:00 p.m.

ROLL CALL

AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: None
ABSENT: None

14. Appointments to Boards and Commissions, by the Mayor with Council approval.

A) *One appointment to the Finance Committee, for a term ending January 1, 2022.*

Mayor Cohn announced that Frederic Dunn was stepping down from the Finance Committee. He thanked Mr. Dunn for his work.

Mayor Cohn, with Council approval, appointed William Gates for a three-year term, to expire on January 1, 2022. He also reappointed Fred Buffone and John Souza are reenlisting for three-year terms, expiring January 1, 2022.

Mayor Cohn announced that Own Nee would be resigning from the Board of Ethics. He thanked Mr. Nee for his service.

Mayor Cohn designated Greg Usry as Chair of the Finance Committee for the 2019 year.

15. Miscellaneous communications and reports.

Councilman Stacks announced that the Finance Committee will meet next Tuesday, January 29, 2019. There was some discussion about considering revenue sources.

Councilwoman Souza, on behalf of the Rye Recreation Commission, reminded the community to start planning for summer camp.

Councilwoman Hurd announced that with regard to New York Rising, the City the received scope of design phase services for the projects that will be reviewed. This is a step forward in the process. With respect to the boat basin, a coastline consultant presented to the commission. She discussed the dredging needs within the federal channel and within the Marina area. All of the tests in the channel came back relatively clean. All of the testing sites in the marina came back dirty, demonstrating levels of plastics and petroleum that would not be permitted to be dumped in open water. She said that two options presented would be to take the sediment in the channel and dump it in the Long Island Sound, and the sediment in the Marina to be dumped on land. The cost of that is around 4.5 million dollars to dredge and dispose of the 15,000 cubic yards. The Boat basin is considering the need to dredge with cost constraints. Councilwoman Hurd said that this was a big issue for the City. The City has enlisted the help of its federal representatives for any help. Councilwoman Hurd also said that with regard to Rye Town Park, Chip Lafferty recently inspected the turf, which is not as in as bad shape as originally thought. Lastly, Rye Town Park had been moving forward with parking improvements.

Councilwoman Goddard announced that Rye Sustainability members are hard at work with the Rye City staff to implement the test program for food scrap recycling. She encouraged everyone to listen to the recent interview of Linda Mackay, Rye Sustainability Committee, with the Rye Record. There is a signup form in the works for those interested in the food scrap program.

Councilwoman Hurd added that the Tiki Bar has not renewed its lease at Playland. She also congratulated Lee Sandford for ten years of providing the Bootcamp by the Beach program. Lastly, Councilwoman Hurd congratulated Rye resident, Liz Woods, who is celebrating one year of the Ryemarkable Moms program, which interviews remarkable women in Rye.

16. Old Business/New Business.

There was nothing discussed under this agenda item.

17. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilman Stacks, to adjourn the meeting at 8:49.

Respectfully submitted,

Carolyn D'Andrea
City Clerk



CITY COUNCIL AGENDA

NO. 6

DEPT.: Finance

DATE: February 6, 2019

CONTACT: Joe Fazzino, Deputy Comptroller

AGENDA ITEM: Mayor announcement of the City receiving the National Government Finance Officers Association Distinguished Budget Presentation Award.

FOR THE MEETING OF:

February 6, 2019

City Code: Chapter 62

RECOMMENDATION: That the Council see the presentation of the award.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

See attached.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

January 4, 2019

Marcus Serrano
City Manager
City of Rye
1051 Boston Post Road
Rye, NY 10580

Dear Mr. Serrano:

We are pleased to notify you that City of Rye, New York, has received the Distinguished Budget Presentation Award for the current budget from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Finance Department

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program, and we sincerely hope that your example will encourage others to achieve and maintain excellence in governmental budgeting.

Sincerely,

Michele Mark Levine
Director, Technical Services Center

Enclosure



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

FOR IMMEDIATE RELEASE

January 4, 2019

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Rye, New York**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

www.gfoa.org



CITY COUNCIL AGENDA

NO. 7

DEPT.: Legal

DATE: February 6, 2019

CONTACT: Kristen Wilson, Corporation Council

AGENDA ITEM: Consider a resolution authorizing the City to sign a commercial lease agreement with HRTK-Southern Connecticut, LLC allowing Carefree Boat Club to rent boats out of the Rye Boat Basin.

FOR THE MEETING OF:

February 6, 2019

RECOMMENDATION: That the Council approve this resolution.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: At the Boat Basin Commission Meeting on Tuesday, January 22, 2019 the Commission voted to pursue a lease agreement with The Carefree Boat Club, with City Council approval. The Commission and Staff have worked with the Carefree Boat Club for last 6 months to come to a mutual agreement. The Club and the City could review and change the agreement on a yearly basis, as needed. The Carefree Boat Club is a boat share club which currently operates in Stamford, Milford, and Westport to name a few. They are looking to expand into Westchester. Members of the club get to enjoy boating while the maintenance and financing of the boat is the responsibility of the club employees. All boat club members are trained by licensed USCG Captains. The Club would pay the nonresident slip rates and is subject to all associated costs. In the first year, the Boat Club will have 3 boats and pursue more as needed. The Carefree Boat Club would be a great addition to the Boat Basin and the Rye boating Community. The Commission is excited to work with the Club as it will fill more slips and get more involved in boating and the Boat Basin.

See attached agreement.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 23rd day of January, 2019

BETWEEN:

City of Rye New York
attn: Marcus Serrano, City Manager
of 1051 Boston Post Road, Rye New York,10580
Telephone: _____
(the "Landlord")

OF THE FIRST PART

- AND -

HRTK-Southern Connecticut, LLC
of 29A Essex Road, Old Saybrook, CT 06475
Telephone: 860-316-7227
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1. **Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 650 Milton Road, Rye, New York,10580, as

from time to time altered, expanded or reduced by the Landlord in its sole discretion;

- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the office space at 650 Milton Road, Rye, New York, 10580.
- f. "Rent" means the total of Base Rent and Additional Rent.

2. **Intent of Lease**

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

3. **Leased Premises**

3. The Landlord agrees to rent to the Tenant the office space municipally described as apx 50 square feet in the Harbor Masters main office at 650 Milton Road, Rye, New York, 10580, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
Administrative use for the operation of a Carefree Boat Club.
Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Administrative use for the operation of a Carefree Boat Club.

5. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord, which permission may be unreasonably withheld. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.

6. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

7. **Term**

7. The term of the Lease commences at 12:00 noon on April 1, 2019 and ends at 12:00 noon on November 30, 2019.

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

9. **Rent**

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$450.00, payable per month, for the Premises (the "Base Rent").

10. The Tenant will pay the Base Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord at 650 Milton Road Rye New York 10580, or at such other place as the Landlord may later designate.

11. The Tenant will be charged an additional amount of \$10.00 for any late payment of Rent.

12. **Use and Occupation**

12. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Carefree Boat Club- Southern Connecticut and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

14. **Quiet Enjoyment**

14. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

15. **Distress**

15. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

16. **Overholding**

16. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

17. **Additional Rights on Reentry**

17. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

18. Renewal of Lease

18. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

19. Tenant Improvements

19. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;
- d. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- e. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- f. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

0. **Utilities and Other Costs**

20. The Landlord is responsible for the payment of all utilities in relation to the Premises.

21. **Insurance**

21. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

22. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.

23. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

24. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

25. The Tenant will provide proof of such insurance to the Landlord upon request.

26. **Attorney Fees**

26. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

27. **Governing Law**

27. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

28. **Severability**

28. If there is a conflict between any provision of this Lease and the applicable legislation of the State of New York (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

29. **Assignment and Subletting**

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

30. **Bulk Sale**

30. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

31. **Additional Provisions**

31. Tenant will purchase parking passes from landlord at the cost of \$50.00 per parking pass for the term of this lease.

32. **Care and Use of Premises**

32. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

33. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

34. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

35. The Tenant will not engage in any illegal trade or activity on or about the Premises.

36. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

37. **Surrender of Premises**

37. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

38. **Hazardous Materials**

38. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

39. **Rules and Regulations**

39. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

40. **General Provisions**

40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

42. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

43. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this ____ day of _____, 20____

City of Rye New York attn:Marcus Serrano, City
Manager (Landlord)

Per:_____

HRTK-Southern Connecticut, LLC (Tenant)

Per: Mitchell Heffernan
Managing Partner

(Witness)

(Witness)



CITY COUNCIL AGENDA

NO. 8 DEPT.: Finance DATE: January 30, 2019
CONTACT: Joseph Fazzino, Deputy City Comptroller

| | |
|--|--|
| <p>AGENDA ITEM: Authorize payment of the balance of the 2018/2019 Rye Neck Union Free School District taxes collected by the City to the School District.</p> | <p>FOR THE MEETING OF: February 6, 2019 RYE CITY CODE, CHAPTER 22.9 SECTION</p> |
|--|--|

RECOMMENDATION: That the Mayor and the City Council authorize payment of the 12/31/18 balance of \$287,133.19 on 2/28/2019.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:
The balance of unpaid Rye Neck U.F.S.D. taxes on property within the City of Rye is \$287,133.19 at 12/31/18. This balance represents 2.44% of the total tax levied, \$11,759,702.64, on September 1, 2018. Arrears notices will be mailed in conjunction with the 2019 City tax bills, and again during March 2019, May 2019 and June 2019 to try to collect these balances prior to the filing of the list of delinquent taxes with the County scheduled for July 1, 2019.

In accordance with Section 22.9 of the City Charter, it is requested that the City Council authorize the City Comptroller to pay the Treasurer of the Rye Neck UFSD the amount due at December 31, 2018.



CITY COUNCIL AGENDA

NO. 9

DEPT.: Legal

DATE: February 6, 2019

CONTACT: Kristen Wilson, Corporation Council

AGENDA ITEM: Consider a resolution authorizing the City Manager to sign a 4-year agreement with the County of Westchester to participate in their Organic Yard Waste Management Program whereby the City can collect and transport organic yard waste to the designated transfer site for composting.

FOR THE MEETING OF:

February 6, 2019

City Code: Chapter 62

RECOMMENDATION: That the Council approve this resolution.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: In order to divert additional recyclable materials from the waste stream, the county has an Organic Yard Waste Management Program with several municipalities within the District. The City would collect organic yard waste within its boundaries and transport the waste to a designated transfer site. The County would then arrange for transporting the yard waste from the transfer site to a composting facility and pay for such transportation and disposal costs.

See attached agreement.



George Latimer
County Executive

Department of Environmental Facilities

Vincent F. Kopicki, P.E.
Commissioner

January 24, 2019

City Manager Marcus A. Serrano
City of Rye
1051 Boston Post Road
Rye, New York 10580

Dear City Manager Serrano,

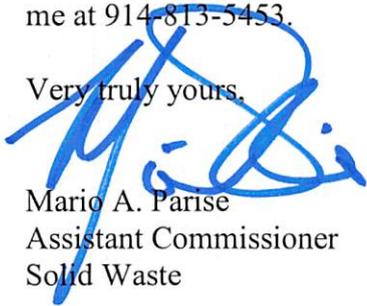
Enclosed please find a final version of the organic waste IMA. The IMA will run from April 1, 2019 thru March 21, 2023.

Please return three signed copies of the IMA, together with the completed Certificate of Authority, Municipal Corporation, and a certified copy of your authorizing resolution.

Please send them to me at 270 North Avenue, 6th Floor, New Rochelle, New York, 10801.

Thank you for your continued cooperation. If you have any questions, please don't hesitate to call me at 914-813-5453.

Very truly yours,



Mario A. Parise
Assistant Commissioner
Solid Waste

MP:mas

Enclosures

Division of Solid Waste
Wastewater Treatment
Water Agency



**INTERMUNICIPAL AGREEMENT (IMA)
for the
ORGANIC YARD WASTE TRANSFER PROGRAM**

Instructions for completing the IMA:

1. **Complete page one (1), four (4), the Municipality's Acknowledgement, Certificate of Authority, and Schedule "A" of IMA.**

Page 1: Fill-in date IMA is being signed, name of municipality and address in spaces provided.

Page 4: Fill-in Municipal Department and address for where correspondence related to the IMA should be sent and sign under "The Municipality".

Schedule "A": Specify the location (address) of the transfer station and current users. List all current transfer station users including other municipalities, local residents and local landscapers.

2. **Make three (3) copies of the IMA.**
3. **Execute all three copies with original signatures appearing on the Municipal Acknowledgment and the Certificate of Authority.**
4. **Return the three (3) signed copies, along with a copy of documentation indicating compliance with SEQRA or NYSDEC Registration Certificate for the use and operation of a local organic yard waste transfer site, to:**

**Mario Parise
Westchester County Dept. of Environmental Facilities
270 North Avenue (6th floor)
New Rochelle, NY 10801**

When all the above requirements are fulfilled, the County will execute its portion of the Agreement and return one original copy to the municipality.

Any questions? Contact Mario Parise at (914) 813-5453

DISTRICT MEMBER IMA

AGREEMENT made this ____ day of _____, 201__ 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 on behalf of the Westchester County Refuse Disposal District No. 1 (the "District")

and

_____, a municipal corporation of the State of New York having an office and principal place of business at _____ (hereinafter referred to as the "Municipality")

WHEREAS, in order to divert additional recyclable materials from the waste stream, the County has an Organic Yard Waste Management Program (the "Program") with municipalities within the District; and

WHEREAS, the Municipality desires to participate in the Program.

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

1. Municipality's Responsibilities:

(a) The Municipality shall collect organic yard waste within its boundaries and transport same to the organic yard waste transfer site (the "Transfer Site") specified in Schedule "A" which is attached hereto and made a part hereof. Organic yard waste shall be limited to grass, leaves, brush and wood waste not to exceed three inches (3") in diameter by four feet (4') in length.

(b) The Municipality, either individually or by agreement with another municipality within the District, shall designate the Transfer Site for such purpose, subject to County approval, and shall take any legally required action necessary to register or receive a permit to operate the Transfer Site. The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.

(c) The Municipality shall negotiate in good faith with any other municipality within the District that wishes to use the Transfer Site, but the Municipality shall not charge a fee

above the tip fee for garbage at the County's Resource Recovery Facility, as such tip fee may be adjusted from time to time. The names of all municipalities using the Transfer Site shall be included in Schedule "A".

(d) The Transfer Site shall be operated in accordance with Schedule "B" which is attached hereto and made a part hereof.

2. **County's Responsibilities:** The County, either directly or through an agent, shall enter into agreements with one or more contractors operating composting facilities for the recycling of organic yard waste collected by the Municipality. The County shall also arrange for transporting yard waste from the Transfer Site to the composting facilities and shall pay for such transportation and disposal costs.

3. **Term:** The term of this Agreement shall commence on April 1, 2018 and terminate on March 31, 2023, unless sooner terminated as hereinafter provided.

4. **Payment:** For the services to be rendered by the County pursuant to Paragraph "2" above, the Municipality shall pay fees to the County in accordance with the fee schedule set forth in Schedule "C" which is attached hereto and made a part hereof. If the Municipality hosts the Transfer Site for use by itself and other municipalities within the District, the Municipality shall be responsible for paying the County for the full quantity of waste hauled from the Transfer Site. Payment shall be made within thirty (30) days of receipt of a bill from the County, by check payable to "Refuse Disposal District No. 1 c/o Westchester County Department of Environmental Facilities". Payment shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, New Rochelle, New York 10801.

5. **Reports:** No later than March 1st of each year, the Municipality shall provide a report setting forth the total tons or cubic yardage of organic yard waste collected from each participating municipality using the Transfer Site during the preceding year.

6. **Executory Clause:** This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the Program.

7. **Indemnification & Defense:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "D", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "D", the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising

directly or indirectly out of the errors, omissions or unlawful or negligent acts hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, such claims, demands or causes of action directly or indirectly arising out of this Agreement, as described in subsection 7(a) above, and to bear all other costs and expenses related thereto.

(c) In the event the Consultant does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Consultant shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

8. **Termination**: This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Paragraph 3 above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

9. **Assignment & Subcontracting**: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Municipality.

10. **Compliance with Law**: In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state and local laws, rules and regulations.

11. **No Discrimination**: The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

12. **Notices**: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Deputy Commissioner
Division of Solid Waste Management
Department of Environmental Facilities

270 North Avenue
New Rochelle, New York 10801

with a copy to:

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

To the Municipality:

or to such other addresses as either party may designate by notice.

13. **No Agency:** Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

14. **Entire Agreement:** 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.

15. **Approval by the County Attorney:** This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

16. **Counterparts:** 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.

17. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[Intentionally Left Blank]

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

THE COUNTY OF WESTCHESTER

By _____
Vincent F. Kopicki, P.E.
Commissioner of Environmental Facilities

THE MUNICIPALITY

By _____
(Name and title)

Authorized by Act No. 87-2018 adopted by the Board of Legislators of the County of Westchester on the 18th day of June, 2018.

Approved as to form and
manner of execution:

Assistant County Attorney
County of Westchester
S/Noe/DXF/111485/Organic Waste IMA District Member 2018-2023

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 201__, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he/she, the said _____ resides at

and that he/she is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

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

(Name of Municipality)

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

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

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

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

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

(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date
hereof.

(Signature)

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

On this _____ day of _____, 201__, before me personally came _____
_____ whose signature appears above, to me known, and know to
be the _____ of _____,
(title)

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

(title)

Notary Public County

SCHEDULE "A"

TRANSFER SITE LOCATION AND USERS
(to be completed by the Municipality)

SITE NAME & ADDRESS:

LIST OF CURRENT USERS:

Note: The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to *jointly provide* the Transfer Site, that agreement shall be appended to this Agreement.

SCHEDULE "B"

YARD WASTE TRANSFER SITE OPERATIONAL REQUIREMENTS

The Host Municipality must:

Provide a site that is at least 1/2 acre in size and provides adequate space for 110 cubic yard trailers to enter, load and leave.

Register the site with the NYS Dept. of Environmental Conservation and conduct site specific environmental reviews as necessary to comply with SEQRA; coordinate such reviews with the County Dept. of Environmental Facilities as an "involved agency".

Provide a front end loader and qualified operator (The Loader must be able to reach 13 feet, 6 inches utilizing either municipally provided ramp or extended arms.)

Make site improvements necessary for this transfer station operation (i.e., a ramp for loading the waste or a loader capable of reaching a height of 13' 6")

Staff the site with municipal personnel at all times between 7 a.m. and 3 p.m.

Operate the site in a "load and go" manner whereby staged yard waste is loaded directly into provided trailers and trailers will immediately leave the site

Be responsible for any damage incurred to transfer trailers during loading

Prohibit and eliminate plastic bags and other contaminants within the organic yard waste (All contaminants, which are any materials other than yard waste as specified herein, and brown paper leaf bags, must be removed by the Municipality prior to loading. All costs related to contaminated loads shall be the responsibility of the host municipality.)

Accept organic yard waste from other District municipalities (Other District municipalities using the site would pay a tip fee to the host municipality as mutually agreed upon, but less than the current garbage tip fee.)

Accept organic waste from landscapers (Host municipalities may charge landscapers a fee for dumping.)

Keep adequate record of volumes delivered by other municipalities (Municipalities wishing to utilize this program but not allow other District municipalities access may do so at a payment equal to the tip fee for garbage.)

Any of these requirements may be modified for individual sites upon mutual agreement of the County and the host municipality.

SCHEDULE "C"

FEES

In consideration of the services provided by the County, the Municipality shall pay the County \$17.35 per ton for the period from April 1, 2018 through December 31, 2018. Effective January 1st of each year, the Municipality shall pay the County at a rate subject to an annual adjustment factor equal to the percentage change in the All Items Consumer Price Index for all Urban Consumers (1982-84=100) for the New York-Newark-Jersey City, NY-NJ-Pa Metropolitan Statistical Area as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI").

However, if a District host-municipality accepts organic yard waste from a non-District municipality, it shall pay to the County a rate of \$52.36 per ton for such non-District waste, subject to an annual CPI adjustment, which amount represents the County's actual disposal cost plus an administrative fee. To the extent that any non-District member joins the District during the term of this IMA, that municipality shall be entitled to an automatic rate adjustment to allow for the payment of the District rate. The County shall arrange for the transport of the yard waste to composting facilities outside the County

Other District municipalities using the Transfer Site shall pay a tip fee to the host municipality as mutually agreed upon, but in no event may it be higher than the municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time. Notwithstanding the above, if the Municipality excludes other municipalities from using the Transfer Site or fails to negotiate in good faith with them for such use, the Municipality shall pay the County at the rate per ton equal to the full annual municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time.

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS **(Municipality)**

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

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

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

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

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

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

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager

DATE: February 6, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of a request by the Westchester County chapter of the National Alliance on Mental Illness (NAMI) to have a ribbon initiative in the Central Business District during the month of May 2019.

FOR THE MEETING OF:

February 6, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council consider granting the request.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: Since 1949, May has been designated as mental Health Awareness Month. The National Alliance on Mental Illness (NAMI) will be holding a NAMI WESTCHESTER walk on Saturday, May 18, 2019 at Rye Town Park. To further raise awareness they will conduct a Mental Health Awareness ribbon initiative during the month of May 2019.

NAMI is requesting that the City of Rye again participate in the awareness ribbon campaign by tying ribbons on the trees in the Central Business District during the month of May 2019. NAMI will be responsible for the installation and removal of the ribbons. The City participated in the Awareness Ribbon Campaign in previous years (2013, 2014 and 2017, 2018).

From: Patrice Wiley [<mailto:patricew@namiwestchester.org>]

Sent: Wednesday, January 30, 2019 1:02 PM

To: Serrano, Marcus A.

Subject: NAMI Westchester: Ribbon Campaign 2019

Last year the Town of Rye participated in our Ribbon Campaign and we hope you will do the same this year.

The ribbons will be placed in designated areas as indicated by the town.

The ribbons go up on May 1st and are removed by May 31st. The ribbons will be displayed as in past years. I look forward to hearing from you.

Patrice Wiley

Office Assistant

NAMI Westchester, Inc.

100 Clearbrook Rd

Elmsford NY, 10523

Office: (914) 592-5458

OFFICE HOURS 9 a.m. - 2 p.m.

www.namiwestchester.org





CITY COUNCIL AGENDA

NO. 11 DEPT.: City Manager's Office DATE: February 6, 2019
CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of request to close a section of Purchase Street on Sunday, October 20, 2019 (rain date October 27, 2019), for events to be held in conjunction with the 67th Annual Halloween Window Painting Contest.

FOR THE MEETING OF:

February 6, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Council approve the request.

IMPACT: Environmental Fiscal Neighborhood Other:

Closing a section of Purchase Street for activities related to the Halloween Window Painting Contest will have minimal effect on the area.

BACKGROUND: The City Manager's Office received a request from the Recreation Department asking that Purchase Street, from the Square House (Boston Post Road) to Purdy Avenue, be closed from 8:00 am to 3:00 pm and 2nd Street between Hand Rolled Bagels and the Town Dock on Sunday, October 20, 2019 for the Annual Halloween Window Painting Contest. Special activities, including street entertainment from 10:00 am to 2:30 pm have been planned on Purchase Street during the day. The rain date will be Sunday, October 27, 2019.

See attached.

INTEROFFICE MEMORANDUM

TO: MARCUS SERRANO, CITY MANAGER
FROM: ERIN MANTZ, ASSISTANT SUPERINTENDENT
SUBJECT: HALLOWEEN WINDOW PAINTING 2017
DATE: JANUARY 25, 2019
CC: NOGA RUTTENBERG, SALLY ROGOL, GREGORY BEAN

Rye Recreation would like to request closing of Purchase Street for the 67th Annual Celebration of the Halloween Window Painting Event. This year's event will take place on Sunday, October 20, 2019 with a rain date of Sunday, October 27, 2019.

- Closing of Purchase Street from the Square House (Boston Post Road) to Purdy Ave from 8:00 – 3:00 p.m. This will provide a safe place for the more than 1,200 youngsters and their families who participate in this event throughout the day.
- The closing of the street will be coordinated with the Rye Police Department so that all safety issues are taken into account. Rye/Port Chester EMS will be on stand-by during the day as well.
- On street entertainment will be performed between 10:00 – 2:30 p.m.

If you have any questions or concerns, please let me know.



CITY COUNCIL AGENDA

NO. 12 DEPT.: City Manager's Office DATE: February 6, 2019
CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of request to hold the Annual Food Truck Festival Saturday, June 22, 2019.

FOR THE MEETING OF:

February 6, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Council approve the request.

IMPACT: Environmental Fiscal Neighborhood Other:
Waive § 144-8D and G of the City Code.

BACKGROUND: The City Manager's Office received a request from the Recreation Department asking for the Recreation Department to hold their 4th Annual Food Truck Festival on Saturday, June 22, 2019. The Council will have to waive § 144-8D and G which states;

§144-8 Restrictions states that licensed hawker, peddler or solicitor shall:

D. Not stand nor permit the vehicle used by him or her to stand in one place in any public place or street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the ground floor thereof objects.

G. Not create or maintain any booth or stand, or place any barrels, boxes, crates or other obstructions, upon any street or public place for the purpose of selling or exposing for sale any goods, wares or merchandise.

See attached.

INTEROFFICE MEMORANDUM

TO: MARCUS SERRANO, CITY MANAGER
FROM: ERIN MANTZ, ASSISTANT SUPERINTENDENT
SUBJECT: RECREATION FOOD TRUCK FESTIVAL 2019
DATE: JANUARY 29, 2019
CC: NOGA RUTTENBERG

Rye Recreation would like to request permission for the 4th Annual Food Truck Festival on Saturday, June 22, 2019.

We understand that the local code § 144-8 Restrictions states that licensed hawker, peddler or solicitor shall:

D. Not stand nor permit the vehicle used by him or her to stand in one place in any public place or street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the ground floor thereof objects.

G. Not create or maintain any booth or stand, or place any barrels, boxes, crates or other obstructions, upon any street or public place for the purpose of selling or exposing for sale any goods, wares or merchandise.

Both of these restrictions would need to be overridden for us to host our event.

Please let me know if you need any additional information.



CITY COUNCIL AGENDA

NO. 13

DEPT.: City Manager's Office

DATE: February 6, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of request to hold the annual Turkey Run Road Race on Saturday, November 30, 2019.

FOR THE MEETING OF:

February 6, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Council approve the request.

IMPACT: Environmental Fiscal Neighborhood Other:

Closing a section of Purchase Street for activities related to the Halloween Window Painting Contest will have minimal effect on the area.

BACKGROUND: The City Manager's Office received a request from the Recreation Department asking for the Recreation Department to hold their 43rd Annual Turkey Run Road Race on Saturday, November 30, 2019 from 9:00am to 11:30am.

See attached.

INTEROFFICE MEMORANDUM

TO: MARCUS SERRANO, CITY MANAGER
FROM: ERIN MANTZ, ASSISTANT SUPERINTENDENT
SUBJECT: RECREATION TURKEY RUN 2019
DATE: JANUARY 29, 2019
CC: NOGA RUTTENBERG

Rye Recreation would like to request permission for the 43rd Annual Turkey Run Road Race on Saturday, November 30, 2019. The race is scheduled to run from 9-11:30 AM, and will both start and end at Rye Recreation Park on Midland Avenue.

Rye Recreation plans on working with Rye Police and Westchester County Police in regards to any assistance we may need in regards to traffic and safety during the event. Rye/Port Chester EMS will be on stand-by during the day as well.

Rye Recreation looks forward to once again running a successful and safe event.

Please let me know if you need any additional information.