

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

**REGULAR MEETING OF THE CITY COUNCIL
Wednesday, May 22, 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. Working Session regarding amending the City of Rye Zoning Code to permit physical fitness facilities in the B-1 (Neighborhood Business) and B-2 (Central Business) Zoning Districts within the "A" and "B" Parking Districts.
5. Draft unapproved minutes of the Regular Meeting of the City Council held May 8, 2019.
6. Residents may be heard on matters for Council consideration that do not appear on the Agenda.
7. Consider authorizing the City Manager to sign an agreement between the City of Rye and Westchester Coalition for Drug and Alcohol Free Youth to participate in special STOP-DWI enforcement details that involve DRE (Drug Recognition Experts) Call-Outs.
Roll Call
8. Consider authorizing the City Manager to transfer \$36,000 from the Rye Golf Club Operating Contingency fund to the Whitby Castle repair & Maintenance fund.
Roll Call
9. Resolution authorizing the City Manager to sign the contract with the New York State Environmental Facilities Corporation ("EFC") for the WIAA Clean Water Grant Program to enable repairs to the City's sewer system.
10. Consideration of a request from Dr. Eric Byrne to waive parking restrictions at the snow field lot to accommodate the bond vote on June 11, 2019.
11. Appointments to Boards and Commissions, by the Mayor with Council approval.
12. Miscellaneous communications and reports.

13. Old Business/New Business.
14. Adjournment

The next regular meeting of the City Council will be held on Wednesday, June 5, 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.**

UNAPPROVED MINUTES of the Regular Meeting of the City Council of the City of Rye held in the Square House and City Hall on May 8, 2019 at 7:30 P.M.

PRESENT:

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

ABSENT: None

The special annual Square House meeting convened at 7:30 P.M. Mayor Cohn welcomed the community and thanked everyone for their service to Rye. He mentioned how important the Square House was to history, hosting the like of John Adams, George Washington, and others. He commended all in the room who helped the City of Rye succeed through the years. He thanked those who have helped the City in the past and those who continue to help the current Council. He thanked the City staff, present at the meeting, who helps the City run on a daily basis.

Sheri Jordan, Director of Rye Historical Society, welcomed everyone to the Square House. She talked about the Square House being home to City Hall in its early years, and that now the “new” City Hall is located across the green. Sherri discussed the strong history of Rye and the importance of the Square House, which was once a tavern in the Revolutionary War, and eventually became the City Hall.

Councilwoman Hurd said it was a privilege to be on the City Council and work with the City staff. She thanked the hard work of the volunteers and staff.

Councilman Stacks said it had been a true pleasure to serve as a Councilman for the City. He thanked everyone who worked to make the City great.

Councilwoman Tagger-Epstein said it was her final meeting as Councilwoman. She thanked the City staff. She acknowledged the City Charter and the historical aspect of how it was created. She said that throughout the years, the Charter has been so relevant to the growth of the City.

Councilwoman Souza thanked all of the staff and volunteers for their hard work. She said she had learned the nuances of the issues that face the City. She said that the work was difficult, but rewarding.

Councilwoman Goddard said that she enjoyed looking out at the packed room, knowing that it was just a small percentage of the wonderful volunteers in the City of Rye. She thanked everyone there for representing the City. She felt the City greatly benefitted from the volunteerism and hard work.

Councilman Mecca said that it was his sixth year on the Council. He recognized that many of the volunteers were the same faces that had been with the City for many years. He thanked all of the volunteers for their years of hard work.

Mayor Cohn introduced Marcus Serrano, City Manager.

City Manager Serrano said that it had been an honor and a privilege to serve as the City Manager. He thanked the entire City staff for what they do for the City on a daily basis. He introduced the following City staff and said a few words about their accomplishments:

James Buonaiuto	Golf Club General Manager
Maryann Cianci	Personnel Manager
Robert Falk	Public Safety Commissioner
Ryan Coyne	City Engineer
Carolyn D'Andrea	City Clerk
Kerry Donahue	IT Coordinator
Joseph Fazzino	Deputy Comptroller
George Hogben	Boat Basin Supervisor
Kerry Lenihan	Building Inspector
Nicole Levitsky	Cable Access Coordinator
Christian Miller	City Planner
Euka Pietrosanti	Deputy Clerk
Sally Rogol	Superintendent of Recreation
Noga Ruttenberg	Secretary to the City Manager
Chris Shoemaker	Library Director
Kurt Tietjen	Fire Lieutenant
Noreen Whitty	City Assessor
Kristen Wilson	Corporation Counsel

Mayor Cohn recognized past mayors that were present at the meeting: Mayors Dunn, Otis, French and Sack.

Former Mayor Ted Dunn thanked the Council for being non-partisan in their role.

Former Mayor and current State Assemblyman Steve Otis acknowledged the officials who have helped the City over the past decades. He said that every person has the responsibility to keep Rye the special place that it is and is proud to be a part of it. He enjoys this special meeting because it is a way to say thank you to each other.

Mayor French thanked the staff and the Council for their service. He spoke about the hard work and tough decisions that need to be made on behalf of the City, giving the creation of the Long Island Tunnel Advisory Committee and ban of plastic bags as prime examples. He added that everyone working together is making by talking to each other to preserve the future of Rye.

Former Mayor Sack thanked Mayor Cohn, the Council and staff. He said it was great to be at the meeting and acknowledged those he served with. He added that today is a celebration of those who volunteer. He thanked City staff and recognized Maurio Sax for his long service and encouraged more volunteerism.

Judge Latwin, City Court Judge, said this day is always a bittersweet experience because of those who were not in attendance, both living but could not attend and those who have passed. He added that the Court is held to a certain standards and goals to move cases along and Rye Court has one of the best statistics in the State.

Judge Cypher, City Court Judge, thanked the court staff. He commended them for being so attentive to the public and so proactive.

Rich Fillipi, former Councilmember, said he volunteered for the City Council and various committees because he wanted to integrate himself in the community and work with so many wonderful people.

Catherine Parker, County Legislator and former City Councilmember, said she always loves to come to this event and say thank you to all of the volunteers and staff. She wanted to thank the current Mayor and Council for their volunteerism, as many people forget although they are elected, they are high-level volunteers.

Peter Jovanovich, former Councilmember, spoke about what a wonderful place Rye is. He said that he and his family moved to Connecticut but realizing what a special place Rye is, had to return shortly after. He said his grandson starts kindergarten in the fall and looks forward to the future where he hopes his grandson will also volunteer for the Council.

Jerome Coleman, Landmarks Advisory Council, thanked former chair, Jack Zahringer. He also thanked Maurio Sax and Peter Rolland. He also thanked Councilman Mecca, liaison to the committee. He added that the mission statement of the historic landmarks committee is to maintain historic Rye, as that is what sets Rye apart from its neighboring communities.

Melissa Grieco, Sustainability Committee Chair, reported that the group was working on a number of programs and projects, including the food scrap recycling pilot program, green screen documentary series, the movement to lessen the use of unnecessary plastic straws, and other endeavors to keep Rye green. She thanked liaison, Councilwoman Goddard, for her commitment and support.

Tracy Stora, CCAC, commented on the status and progress of the group. She looks forward to the future endeavors and the committees' commitment to the wetlands.

Steve Fairchild, Communications and Cable Committee, thanked Nicole Levitsky, Cable Director, and liaison Councilwoman Souza. He felt that the programming was important to the residents of Rye and beyond. He said it was a pleasure to serve and work in this community.

Greg Howells, Rye YMCA, was recognized. He thanked the City for its support over the years.

Mayor Cohn thanked the Rye Record and present staff members, Robyn Jovanovich and Tom McDermott, for attending the meeting and for what they do for the community.

With no further items to discuss at the annual meeting of the Square House, the group adjourned the meeting to City Hall in Council Chambers at 8:27 P.M. The regular meeting of the City Council began at 8:45 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.

Councilwoman Hurd stated that the Farmers Market opens Sunday, May 12, 2019, in the parking lot located near the corner of Theodore Fremd and Purchase Street.

Councilwoman Souza reported that June 22, 2019 is the Rye Recreation Food Truck Festival.

Councilwoman Goddard stated that Rye Sustainability will have a table at the Farmers Market for food scraps from 10:00 am-12:00 pm, for those who cannot make it during the week and the drop off location. Residents would also have an opportunity to register and purchase kits at the table.

Councilman Stacks said the opening day scramble at Rye Golf Club has been moved to May 19, 2019. He invited those interested to sign up for this event.

4. Draft unapproved minutes of the regular meeting of the City Council held April 24, 2019.

Councilman Mecca made a motion, seconded by Councilwoman Hurd and unanimously carried, to adopt the minutes of the regular meeting of the City Council held April 24, 2019.

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

Kent Iarocci, Rye resident, addressed the Mayor and Council. He proposed ideas that he felt could save money on sidewalks and roads. He suggested the City obtain a firm commitment from contractors to last a certain period of time to ensure they are completing the job with longevity in mind. He also wanted to address flooding as it relates to the flood gate on Bowman Avenue. He suggested rather than conducting studies on how to improve flooding, the manufacturer of the flood gate should be contacted and fix it to make it operational.

Darren Fogel, 4 Beary Court, addressed the Mayor and the Council as it relates to the paving plan of Rye streets. He said the worst streets should be addressed first. He also wanted to report that although a longer street may be used often, the smaller streets should not be overlooked. He said his particular street only has six houses but has not been repaired in 17 years. He also wanted to add there is a safety aspect to unpaved roads and suggested the plan be accelerated for the betterment of the community.

6. Consider setting a Public Hearing on May 22, 2019 to amend the text of the City of Rye Zoning Code to permit physical fitness facilities in the B-1 (Neighborhood Business) and B-2 (Central Business) Zoning Districts within the "A" and "B" Parking Districts.

Mayor Cohn invited Rex Gedney, Crozier Gedney Architecture, representing the applicant, 1037 Boston Post Road LLC, and the potential tenants, the Rye YMCA, to speak on their behalf. Mr. Gedney explained his clients have submitted a petition to amend the text of the City of Rye Zoning Code to permit physical fitness facilities in the B-1 (Neighborhood Business) and B-2 (Central Business) Zoning Districts within the "A" and "B" Parking Districts. He added that the Planning Commission reviewed the petition and was in support of it. Mayor Cohn asked about the potential parking issue that may arise. Mr. Gedney explained that the property has 41 spaces, which may not support the potential proposed use of the property. Mr. Gedney explained that under the current City Code, if the building was fully utilized at around 19,000 square feet (two floors), parking would need to be 100 spaces because it is a calculation based on total square footage. However, the YMCA intends on utilizing the space as a gymnastics facility and feels they can manage the parking appropriately.

Councilwoman Souza asked if there was the possibility of limiting the class size to account for the parking availability. Councilman Mecca clarified that the current petition is requesting a zoning change, rather than a use restriction. However, he added that the Council can limit the tenant to only use the maximum square footage allowable to support the 41 spaces, blocking off a portion of the building from the public.

Councilwoman Tagger-Epstein asked if there are different terminologies within the definition of a physical fitness facility. Corporation Counsel Wilson explained that the Council can start with the definition of a physical fitness facility and define it as they see fit. She further explained that this evening, the Council is currently deciding if they would like to set a public hearing, but the conversation appears to be heading towards a use issue.

Councilwoman Hurd explained she thinks other parking districts would be better fit than the current suggestion of “A” and “B.” She was afraid that the prime real estate will be underutilized and not thrive the downtown for more of the public to use if the “A” and “B” parking districts are approved for physical fitness facilities.

Councilman Mecca agreed that the points are valid and those concerns would be addressed during the public hearing.

Councilwoman Goddard explained that opening the public hearing will then bring the public comment, regardless if you are for or against it.

Corporation Counsel Wilson explained that opening the public hearing as requested by the petitioner does not limit the verbiage that the applicant is proposing and that it may go through numerous drafts as the hearing unfolds. She clarified that the Council can make amendments to the petitioner’s local law before the public hearing is set or while the public hearing is open.

Mr. Gedney added that the applicant was not asking for a zoning change, but rather for a physical fitness facility to be allowed within the current code. He said that uses permitted in a zone is different than a zoning change.

Councilwoman Hurd asked why it was the request for a physical fitness facility to be added instead of a family community center, as the YMCA mission statement may encompass both. After further discussion among the Council, Corporation Counsel Wilson confirmed that a work session might be best recommended to further discuss the details and language of the applicant’s draft of the proposed local law. City Planner, Christian Miller, added that the Council has the discretion to decide if this law should be changed and does not need to move forward with a public hearing if they do not feel it should move forward.

Mayor Cohn confirmed a work session should be held on May 22, 2019, prior to the regular meeting of the City Council, to further discuss the details.

7. Consideration of a Road Paving Plan for 2019

Mayor Cohn invited Gordon Daring from PVC to further discuss paving. Mr. Daring provided new plans to the Council that outlined the streets and treatments suggested for each road. Mr. Daring explained that one handout lists all of the streets in the City and their condition. He took photos of the worst roads and provided a timeframe of when the streets would be treated. Councilwoman Tagger-Epstein asked why the pavement condition index (PCI) in 2016 was relatively good on certain roads but that the projected PCI had in some cases

dropped significantly. Mr. Daring explained that condition can deteriorate as a slow rate but by a certain point, it drops dramatically. The streets are older in Rye and although the base is solid, the top layer is deteriorating.

Councilwoman Souza commented that the ask in the past two weeks of providing a two-year plan has assisting tremendously in understanding the project and feasibility in preparing the roads with concrete information. Mr. Daring said 2019 is focused on south of Playland Parkway and east of Boston Post Road while 2020 is focused on north of Playland Parkway and the Bradford Avenue neighborhood. Since the total timeframe for paving is approximately 5-6 weeks, the less mobilization of the company throughout Rye allows for more work to be covered. The two year plan allows for more roads to be covered because of the increased geographical focus.

DPW Superintendent, Ryan Coyne, added that City staff can also assist in light paving and pothole filling. He clarified that the Forest Ave sidewalk grant does not include roadway paving so the allocated funds will still need to cover that portion of Forest Avenue. Additionally, he intends for the PCI road analysis to be re-done in the fall of 2019 and therefore the 2020 plan may be changed, dependent on the updated road analysis. Mr. Coyne explained the next step is to go to bid and the Council would authorize the work after the results. The Council said it looked forward to the bid package to go out so the City can move forward.

8. Presentation of 2018 General Fund financial results.

Mayor Cohn invited Deputy Comptroller, Joseph Fazzino, to provide an overview on the 2018 General Fund financial results. Mr. Fazzino explained that while the auditors are still preparing the report, which they will be presenting to the Council in July, he wanted to provide the 2018 results of the general fund. In 2018, the City had a profit of roughly \$89,000. However, the 2018 Budget anticipated using a fund balance of over \$2,500,000. Therefore, the actual results show the City to be about \$2,600,000 better than planned. This profit is a direct result of revenues and expenditures that were better than budget. He added that interest income added \$234,000 more than budget and salaries were down \$650,000 due to 14 vacant positions and other factors. Mr. Fazzino reminded the Council that there were a few one-time situations, such as a single building permit issuance, resulting in a revenue of \$1,000,000 from 120 Old Post Road, and the City should not expect future results to be over budget to this degree in the future. Mr. Fazzino stated that the only significant increase to expenditures was the transfers to the capital projects fund, up \$900,000, as the City Council appropriated excess fund balance to transfer additional capital projects. Based on the results above, the general fund comes in around \$4,205,000, or 10.98% of 2018 expenditures.

The City Council thanked Mr. Fazzino for his thoughtful presentation.

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

Mayor Cohn made the following appointments, with Council approval, to the Landmarks Advisory Committee for three-year terms expiring January 1, 2022:

- Bill Ernest; representing the Rye Historical Society
- George (Jack) Zahringer
- Rex Gedney
- Peter Rolland

Mayor Cohn announced Nancy Everett, representing as the Realtor, will be filling the unexpired seat of Michael Holmes on the Landmarks Advisory Committee, with her term expiring 1/1/20. He also reported that Jack Zahringer has stepped down as Chair, and Jerome Coleman will be the new Chairman. Mayor Cohn recognized Jack Zahringer for his many years as Chair and announced he will remain on the committee as a member.

10. Miscellaneous communications and reports.

Councilwoman Hurd reported attending the reunion of the Halstead family at the Knapp house with Councilwoman Goddard. The family retrieved recently discovered documents and gifted them to the Rye Historical Society. She added that Milton Cemetery has a section in the back dedicated to the Halstead Family dating back to the 1700's and appreciated the local history of the family.

Councilman Mecca reported that the Rye Free Reading Room is hosting the Vehicle Fair on Sunday, May 19, 2019 from 11:00 am-3:00 pm.

11. Old Business/New Business.

There was nothing to report under this agenda item.

12. Adjournment.

At 10:19 P.M. there being no further business to discuss, Councilman Mecca made a motion, seconded by Councilwoman Souza, to adjourn the regular meeting of the City Council.

Respectfully submitted,

Euka Pietrosanti
Deputy City Clerk



CITY COUNCIL AGENDA

NO. 7

DEPT.: City Manager

DATE: May 22, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM:

Consider authorizing the City Manager to sign an agreement between the City of Rye and Westchester Coalition for Drug and Alcohol Free Youth to participate in special STOP-DWI enforcement details that involve DRE (Drug Recognition Experts Call-Outs.

FOR THE MEETING OF:

May 22, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council authorize the City Manager to sign the agreement.

IMPACT: Environmental Fiscal Neighborhood Other

BACKGROUND:

This is a Reimbursement Agreement to implement special enforcement details that will conduct high visibility road checks, saturation patrols, and drug recognition expert call outs, for the period from October 1, 2018 through September 30, 2019. The amount payable will be determined based upon actual participation up to a maximum of \$10,000.00 per contract year.

See attached.

October 30, 2018

Lt. Robert Falk
Interim Public Safety Commissioner
Rye City Police Department
21 McCullough Place
Rye, New York 10580

RE: 2018-2019 AGREEMENT TO PARTICIPATE IN STOP-DWI SPECIAL ENFORCEMENT
DETAILS INVOLVING DRE (Drug Recognition Expert) CALL OUTS

Dear Interim Public Safety Commissioner Falk,

Enclosed is an Agreement with the CITY OF RYE to participate in special STOP-DWI enforcement details that involve DRE (Drug Recognition Experts) Call-Outs. This is a Reimbursement Agreement to implement special enforcement details that will conduct high visibility road checks, saturation patrols, and drug recognition expert call outs, for the period from October 1, 2018 through September 30, 2019. The amount payable will be determined based upon actual participation up to a maximum of \$10,000.00 per contract year.

The New York State Foundation, the funding agency for this Program, requires participating municipalities sign an agreement with the agency that is sponsoring the DRE Program within their county.

Please sign an original hard copy and return same via the US Post Office to this office for full execution of the contract. A fully executed copy will be returned to you. Additionally, we also need a copy of your municipality's certificates of Liability Insurance and Workers' Compensation Insurance.

Should you have any questions, please contact me.

Sincerely yours,

Patricia McCarthy Tomassi
Acting Director Office of Drug Abuse Prevention & STOP DWI

Patricia McCarthy Tomassi
Office of Drug Abuse Prevention & STOP-DWI
Westchester Coalition for Drug and Alcohol Free Youth
112 E. Post Road
3rd Floor
White Plains, NY 10601
T:(914) 995-4117; F:(914) 995-3894
pat5@westchestergov.com
www.powertotheparent.org

requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

4. The Work to be performed pursuant to the terms of this Agreement shall commence October 1, 2018 and continue through September 30, 2019.

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

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

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all

liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and.

(c) In the event the Municipality 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 Municipality 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.

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

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

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

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

8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the

rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

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

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

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

To the County:

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

With a copy to:

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

with a copy to:

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

To the Municipality:

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

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

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

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

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

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

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

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

THE COUNTY OF WESTCHESTER

BY: _____
THOMAS A. GLEASON
Acting Commissioner – Sheriff of Public Safety

MUNICIPALITY

BY: _____
Name:
Title:

Approved by the Westchester County Board of Acquisition and Contract
on the _____ day of _____, 2018

Approved as to form
and manner of execution

Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

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

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

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

(Person executing agreement)

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

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its governing board, 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 the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

SCHEDULE A



Enforcement Crackdowns

October 1, 2018-September 30, 2019

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

Several years ago the New York State STOP-DWI Association, Inc. launched the “STOP-DWI Crackdown Weekends.” Law enforcement agencies throughout the state join forces with overtime patrols funded by local STOP-DWI programs as well as a "crackdown" GTSC grant funded through the STOP-DWI Foundation.

All details must be scheduled and approved prior to conducting said operation. The Crackdown details are cooperative and must include multi-agency efforts (these details also include the New York State Troopers Association). In addition, these crackdowns will include ‘call- outs’ for the utilization of Drug Recognition Experts (DRE’s) to evaluate/assess subjects arrested for Driving While Ability Impaired by Drugs or Driving While Ability Impaired by Drugs and Alcohol.

There are 8 Enforcement Crackdown details scheduled throughout the year (see below).

HALLOWEEN:	October 30 – November 4, 2018
THANKSGIVING:	November 21 – 25, 2018
HOLIDAY SEASON (NATIONAL):	December 11, 2018 - January 1, 2019
SUPER BOWL:	February 1 – 4, 2019
MEMORIAL DAY	May 24 - 28, 2019
ST. PATRICK’S DAY:	March 15 – 18, 2019
JULY 4TH:	July 3 - 7, 2019
LABOR DAY (NATIONAL):	August 14 - September 2, 2019

The participants in the details will be reimbursed according to number of hours worked and the actual authorized pay rates of the participating officers. Reimbursement is for enforcement during the dates of the impaired driving mobilizations and cannot be transferred for any other purpose. Fringe will not be reimbursed.

Reimbursement forms as well as detail activity sheets will be provided to the enforcement agency by the STOP-DWI Coordinator and at the completion of the checkpoint/saturation

patrols, are to be completed, signed by a supervisor and submitted to the STOP-DWI office at 112 E. Post Road, 3rd Floor, and White Plains, New York 10601

Drug Recognition Experts Drug Recognition Experts (DRE's) are used to evaluate/assess (substantiate) charges of drug influence in subjects *arrested* for Driving While Ability Impaired by Drugs or Driving While Ability Impaired by Drugs and Alcohol.

Each law enforcement agency participating in the STOP-DWI Program's DRE Reimbursement Initiative must adopt the following procedure for their processing of subjects suspected of driving impaired by drugs, or drugs and alcohol.

DRE Call Out Procedure:

1. The New York State Foundation will reimburse the actual hourly rate and hours that the officer was called out up to a maximum of 4 hours per call out. Use the PS-1 sheet signed by the DRE's supervisor. (Form provided by the STOP-DWI Coordinator)
2. Before a DRE can be called out, the following must occur.
 - The arresting officer must have completed his entire SFST field test and see signs of impairment.
 - The officer must administer a breathalyzer test to determine the subject's BAC.
 - If the subject has a BAC of .16 or higher there is no reason to call a DRE. If the subject refuses the test and you think drugs may be involved you should consult with a DRE.
 - The only exception to this would be for serious injuries or fatal crash.

To receive reimbursement for a call out the following must be provided:

1. Submit a copy of the breathalyzer ticket or refusal form.
2. Copy of the DRE Face Sheet and the narrative.
3. Copy of the lab submission form.

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "C"

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change

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

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

Section I - Vendor Information

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

Section II- Financial Institution Information

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

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

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.



Robert J. Falk
Commissioner of Public Safety

City Of Rye, New York
21 McCullough Place
Rye, N. Y. 10580
Phone: (914) 967-1234
FAX: (914) 967-8341



To: Mr. Marcus Serrano, City Manager

From: Robert J. Falk, Commissioner of Public Safety

Re: Special Enforcement Detail
DRE – STOP DWI Program Westchester County

Date: May 20, 2019

This is an agreement with the City of Rye to participate in the STOP DWI special enforcement details administered by Westchester County. The Rye Police have two certified Drug Recognition Experts (DRE) who are on call, county wide if another agency needs them. This program is a reimbursement program to pay the City for cost in utilizing these officers. I highly recommend your approval to enter into this agreement.



Robert J. Falk
Public Safety Commissioner



CITY COUNCIL AGENDA

NO. 8

DEPT.: City Manager

DATE: May 22, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consider authorizing the City Manager to transfer \$36,000 from the Operating Contingency fund to the Whitby Castle Repair & Maintenance fund.

FOR THE MEETING OF:

May 22, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council authorize the City Manager to transfer the funds to the Whitby Castle Repair and Maintenance Fund.

IMPACT: Environmental Fiscal Neighborhood Other

BACKGROUND:

Issues that require repair:

- Emergency repairs related to a failed flat roof over the stair well in the new section of the castle (in excess of \$4,500)
- Paint repairs related to the damage caused by the roof leak (\$1,500)
- Emergency repairs related to locating a broken pipe below a walking path on the castle patio which caused flooding inside the castle basement (in excess of \$12,000).
- Emergency HVAC related repairs (in excess of \$5,000)

This transfer would cover the additional over expenditure and provide a budget for any potential issues that need to be addressed during the remainder of the year.



CITY COUNCIL AGENDA

NO. 9

DEPT.: City Manager

DATE: May 22, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM:

Resolution authorizing the City Manager to sign the contract with the New York State Environmental Facilities Corporation ("EFC") for the WIAA Clean Water Grant Program to enable repairs to the City's sewer system.

FOR THE MEETING OF:

May 22, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council authorize the City Manager to sign the contract to move the grant forward.

IMPACT: Environmental Fiscal Neighborhood Other

BACKGROUND:

Governor Cuomo announced in November of 2018 that Rye was awarded \$489,750 in aid to help support our "sanitary sewer rehabilitation" projects with an estimated cost of \$1,959,000. This funding will ultimately translate into taxpayer savings as a portion of Rye's critical sewer projects will be supported by the state. This was the first time that Rye applied for this type of aid so the City was thrilled to be selected. This grant is funded through the state's highly successful Water Infrastructure Improvement Act and Intermunicipal Grant programs.



CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager's Office

DATE: May 22, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of a request from Dr. Eric Byrne to waive parking restrictions at the snow field lot to accommodate the bond vote on June 11, 2019.

FOR THE MEETING OF:

May 22, 2019

RECOMMENDATION: That the City Council approve the request.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The school bond vote is set to take place on June 11, 2019 at the Rye Middle School. Dr. Eric Byrne requests to waive parking restrictions at the snow field lot to accommodate residents.