

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

**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS, CITY HALL  
Wednesday, March 15, 2023  
6:30 p.m.**

*Please note: The Council will convene at 6:00 p.m. and it is expected they will adjourn into Executive Session at 6:01 p.m. to discuss pending litigation, personnel matters and pending contracts.*

1. Pledge of Allegiance.
2. Roll Call.
3. Draft unapproved minutes of the Regular Meeting of the City Council held March 1, 2023, and the Special Meeting of the City Council held February 6, 2023.
4. Consideration of proposed revisions of the Rules and Regulations of the City of Rye Police Department:
  - a) Policy # 1001 – Performance Evaluation
  - b) Policy # 1000 – Recruitment and Selection
5. Flooding Update.
6. Ramboll presentation and authorization for City Manager to execute an agreement with Ramboll for an amount not to exceed \$125,000 from the Capital Projects Reserve Account for the 2023 collection of stream gauge data.
7. Presentation by the Rye Golf Club on public access to fee information.
8. Adjourn the public hearing to amend Chapter 187 “Trees” of the Rye City Code.
9. Presentation of initial working draft of an amendment in its entirety of Chapter 187 “Trees” of the Rye City Code.
10. Citizens may be heard on matters for Council consideration that do not appear on the agenda.
11. Consideration to set a public hearing for April 12, 2023, to adopt a Local Law to amend Chapter 191, Article III “Parking Regulations” of the Code of the City of Rye, by amending § 191-20 “Parking time limited” to add a new car park location under (D) One hour limit and add Library Lane under (E) Fifteen-minute limit.

12. Authorize payment of the balance of the 2022/2023 Rye Neck Union Free School District taxes collected by the City to the School District
13. Adoption of the 2023 County property tax rates.
14. Authorization for the City Manager to enter an Intermunicipal Agreement with the County of Westchester for Enhanced 911 Service.

#### CONSENT AGENDA

- a) Consideration of a request by the Rye Chamber of Commerce for the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 20, 2023, through Saturday, July 22, 2023, from 9:00 a.m. to 5:00 p.m.
  - b) Consideration of a request by the Rye Chamber of Commerce for the use of City Car Park #2 on Sundays from May 7, 2023, through December 3, 2023, from 6:30 a.m. to 2:30 p.m. for the Rye Farmers Market.
15. Appointments to Boards and Commissions by the Mayor with Council approval.
  16. Old Business/New Business.
  17. Adjournment

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The next regular meeting of the City Council will be held on Wednesday, April 12, 2023, at 6:30 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](http://www.ryeny.gov) under "RyeTV Live".

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on March 1, 2023, at 6:00 P.M.

PRESENT:

MAYOR COHN  
LORI FONTANES  
BILL HENDERSON  
CAROLINA JOHNSON  
JOSHUA NATHAN  
BENJAMIN STACKS  
Councilmembers

ABSENT:

JULIE SOUZA, Councilmember

The Council convened at 6:00 P.M. Councilwoman Johnson made a motion, seconded by Councilman Henderson, to enter into executive session to discuss litigation and personnel matters. The Council reconvened in a public meeting at 6:30 P.M.

1. Pledge of Allegiance.

Mayor Cohn led the Council and public in the Pledge of Allegiance.

2. Role Call.

City Clerk Carolyn D'Andrea called the roll and there was a quorum.

3. Draft unapproved minutes of the Regular Meeting of the City Council held February 15, 2023, and the Special Meeting of the City Council held February 6, 2023.

Mayor Cohn stated there were not enough Councilmembers present at tonight's meeting who were also present at the February 6th meeting to approve that set of minutes. Ms. D'Andrea noted there were substantive changes to the February 15, 2023 minutes that had been previously circulated to the Council.

Councilwoman Johnson made a motion, seconded by Councilman Henderson and unanimously carried, to adopt the unapproved minutes of the Regular Meeting of the City Council held February 15, 2023.

Councilwoman Johnson commented that at the meeting on February 15, 2023, Councilman Nathan stated that he had not heard of a tree subcommittee in the 14 months he has been on the Council. She directed the Council to meeting minutes from January 2022 where there was discussion the Flag Lot Subdivision Law, and said that everyone was made aware of the tree subcommittee. Subsequently, Councilwoman Johnson stated that she and Councilman Nathan spoke over coffee where they again discussed the tree subcommittee.

Councilman Nathan replied that he has always been enthusiastic about saving trees, and if he was on record saying he had never heard of the tree committee, he must have misspoken. He said he meant that in 14 months he was not aware of substantive work by the tree committee. He thought the meeting on February 15th seemed positioned as the culmination of work he was not aware of, and that passion preempted process.

Mayor Cohn explained that he was not present at the February 15th meeting due to a preplanned vacation. With respect to the effort to mitigate the moratorium to clear-cut 40 mature trees on an unkempt lot at Turf Avenue, the mayor was made aware of the tree clearing only because it happened behind his home. On the same day he learned the City's jurisdictional position and the possibilities for relief. He notified the Deputy Mayor and recused himself. The trees were cleared the next day, before any Council action or meetings. He attended the next Council meeting, and the purpose of the meeting was to schedule a public hearing. The mayor stated he and his pro-action colleagues Councilmembers Johnson, Stacks, and Souza did the right thing in taking steps to mitigate tree cutting, and certainly they would have been criticized for ignoring the issue.

Regarding the Board of Ethics "Confidential Advisory Opinion" requested by three Councilmembers unwilling to take action against the impending tree destruction, Mayor Cohn thought the opinion displayed profound disrespect for process, fact, and for the people whose conduct it criticizes. It disenfranchised the mayor's neighbors and cut them off from timely Council assistance simply because they are his neighbors. The mayor referred to headlines about the BOE opinion, and noted the BOE refused to speak to anyone it criticized, which he maintained was a fatal flaw in the Board's fairness and accuracy. The video from the February 6th meeting could have answered questions.

The mayor thought the opinion was full of misstatements and omissions. He said he became aware of the clear-cut because he happened to see a man in the woods behind his house who was there to price the clear-cut that would happen within a week. Mayor Cohn said that Corporation Counsel suggested a special meeting to be noticed immediately in an effort to beat the clock; it was not the mayor's idea, though he did support it. Public notice was sent out the next day.

Mayor Cohn stated there had been massive and constant public concern expressed about tree removal which motivated recent legislation that curbed flag lots and steep slopes. The BOE suggested there was not a preconcerted neighbor outcry to the Council before the Deputy Mayor called the meeting, but that was not a possibility given the short timeframe. Site-specific and general public concern about the clear-cut was evident in the February 6th meeting though called on 72 hours' notice.

Mayor Cohn said that the BOE wondered why similar speed was not invoked in the passage of two prior moratoriums, though they had distinctly different factual settings. In those two cases the Council did not have notice of an instant, immediate threat. Mayor Cohn said that the Board seemed to assume there was a special meaningful benefit to the mayor in seeking a moratorium, which the mayor believed was remedied by his recusal the day he discovered the plan to clear-cut. The ethics cases distributed by Corporation Council show financial or employment benefit to be at issue and potentially justify recusal of a member of a body, not the whole body.

Mayor Cohn stated the moratorium would not save the unkempt woods behind his house, and neither would a new tree law, it would modify the extent of tree removal. The mayor's interest was only to save as many trees as possible, and he recused himself to make sure that interest was appropriate. He thought it was unreasonable for the Board to say that even after his recusal immediate action by the rest of the Council was tainted, and it was also unreasonable to say the February 6th meeting was tainted when the clear-cut had already happened. He said he did not wish to dignify the conduct of Councilmembers Nathan, Henderson and Fontanes with a response.

Mayor Cohn stated that five years ago when he became mayor he had a wish to get things done, and Rye has been doing just that. Residents have chided the City for both moving too slowly and too quickly. Investment of time and energy was required for COVID and Ida flooding. Flag lot and steep slope restrictions in early 2022 were a result of a review promised just before COVID. Rock removal and leaf blower laws took precedence, as well as the annual budget cycles. A new draft tree law should soon be public.

Councilman Nathan asked what the emergency meeting was for if there was no benefit from Council action. Mayor Cohn replied some trees may have been saved and they would have created a rational program for saving trees around construction.

Councilwoman Fontanes asked Corporation Counsel Kristen Wilson if recipients of BOE's "confidential" opinion were allowed to share the contents. Ms. Wilson replied that it was up to the recipients how they shared it the content, with the understanding that identities were redacted. She understood that three Councilmembers conferred after receiving the opinion and something was decided with respect to dissemination. Mayor Cohn said it was a document labeled "confidential" and surmised it was distributed with BOE's intention to keep it confidential. Mayor Cohn cited a separate provision in the Code of Ethics that obliged each officer to keep confidential documents confidential.

4. Flooding Update.

Mayor Cohn provided updates on a variety of flood projects and efforts:

Ramboll Work - The City retained Ramboll Engineering to work on a number of flood-related items, most importantly a review of the Blind Brook Watershed and the library of prior studies, and created a multi-factored matrix to allow prioritization of flood mitigation projects. This work was the basis for collaboration with a funding consultant, DCMC, on a FEMA Brick Grant application currently in process, and would provide additional study and potential design and study of a berms retention project on the SUNY Purchase campus, study of potential enlargement of the Bowman Upper Pond, the raising of Bowman Dam, and the review of City rules and regulations relevant to flood readiness. Mayor Cohn reported that Ramboll may now help with criticisms raised in the berms project and to look preliminarily at potentially projects not within the present FEMA application. Ramboll completes periodic engineering assessment of Bowman Dam. The current dam classification overstates the small flood control installation's risk and the City believes that reclassification is forthcoming.

Westchester Airport and Environs - Contrary to prior reports, the City learned that the airport runoff retention basins were overwhelmed by Hurricane Ida. Presently, there are two retention basins. One requires dredging to restore capacity, and a third has been discussed but not in planning. The airport experienced surface water flooding from Connecticut, and it is unclear if the surface water flows into Blind Brook.

The City initiated a conversation with the County about creating the third retention pond and are working with Rye Brook to determine if they are also concerned about Connecticut runoff at the airport. City Manager Greg Usry commented that there was a meeting today with SUNY regarding their own study of the campus and direct runoff from the airport, and they engaged the Construction Fund to assist them, but there were no new updates from Rye Brook in terms of airport runoff being a mutual concern.

DEC Resilient Stream Study - The Council previously reviewed a draft of the study which clearly states that many of the bridges, culverts, and channel features on Blind Brook are inadequate. DEC proposed gradual replacement or renovation to ease the issue, but cautioned that upstream mitigation should be prioritized over the most substantive remediations within the City of Rye to avoid increasing flood damage.

US Army Corps of Engineers - Regarding repairs to the Blind Brook Watershed, the City began discussions with the Corps in 2019 in collaboration with DEC, resulting in the Corps' 2021 federal interest determination. Then the Corps to go forward with the CAP-205 study which may cost \$1 million and require funding from both federal and local governments. The federal government reserved \$700,000 toward CAP-205 but only \$500,000 may be allocated to the study phase. Rye was seeking State partnership in the cost of CAP-205 at \$15 million, and it was likely that an Army Corps Blind Brook Watershed project would exceed that figure. Current thinking was to pursue the CAP-205 program and seek congressional help in converting to a larger-scale general investigation study.

Department of Interior NRCS Flood Plain Buyout Program - The City's interest in this federal program that buys out homes to restore flood plains ceased after what appeared to be a conclusion that Rye's home prices are too high for the program. Areas of likely buyout would not produce the concentrated flood plain restoration sought by the program.

New York Rising Projects - The Milton Road drainage project and Bowman Upper Pond cleaning were winding down. The stream gauge stanchions have been placed, with the gauges to follow.

Other Sources of Funding - With the help of City advisors, including Washington and Albany consultants, Envision, the City will be seeking other sources of federal funding to support ongoing work, such as the data collection and algorithm development needed to utilize the Blind Brook stream gauges. The City will also seek access to NY State funding that may be made available pursuant to the Environmental Bond Act and County funding to the extent available.

City Manager Greg Usry added that a grant application was submitted to the New York Bridge Program. One of the bridges identified in the DEC study was the Locust Avenue Bridge which was in need of replacement in the next five to seven years. The City sought the grant to fund replacement of the bridge that would be redesigned for compliance with the watershed and standard bridge requirements.

5. Update on Capital Projects.

City Planner Christian Miller provided an update on Capital Projects prioritized by the City. The planning for DPW's Building 5 was currently focused on solar and geothermal energy features. The preliminary analysis was favorable regarding cost versus return on investment. The BAR review was complete, and next were SEQR and LWRP, which required were required by the Council, and Mr. Miller reminded councilmembers they did preliminary work that was referred to the Planning Commission, and there was a favorable recommendation with respect to those requirements. Construction should begin in fall of 2023. The mayor noted the price tag for Building 5 used to be \$5 million, and asked if the current \$7 million price tag was likely to change. Mr. Miller expected the cost would not change, and reminded the mayor that it reflected the investment of solar and geothermal energy. The next cost estimate will be the bid.

Next to Building 5 was Building 7, the old salt shed, and the design was complete. Construction mobilized this week, but there was lead time on the required trusses. Mr. Miller estimated Building 7 would be finished in late spring/early summer 2023.

The new DPW salt shed project was broken up into several phases. The first phase, site work, was done by DPW. The project started with the removal of the soil stockpiling. Various elements will require bidding, such as the prefab materials DPW will use to build the walls, and the related earth work. In the summer there will be more bidding for the construction of the salt shed itself, including the foundation. Then the Council will review the project for final SEQR and LWRP. The salt shed plan received a favorable review from the Planning Commission.

Councilmember Henderson noted previous discussions about adding a flood gate to the salt shed. Mr. Miller confirmed the flood doors were included in the plan, though the salt shed would be substantially above flood elevation.

City Planner Miller said that the DPW fuel tank was scheduled for summer construction. It may be possible to piggyback on a contract from another municipality.

Mr. Miller also reported that designs of the Forest Avenue sidewalks were nearly finished. Comments received at the last meeting were under consideration and put a slight a slight delay on the plans. The project will need additional survey and design work to confirm some of the design elements. Mr. Miller confirmed for Councilwoman Fontanes that most of the planning energy was being spent on analysis of the sidewalk crossings.

For the City Hall HVAC upgrade, locations for the condenser units would not obscure any windows and would be placed behind a fence. Supply-chain issues affected the project, and Mr. Miller estimated the project would not start before Spring 2024.

Regarding the Channel dredge, the basin was scheduled for dredging in October or November. Mr. Usry said the City would need to provide two surveys to the Coast Guard to make a final determination, and those would be submitted in the next two weeks.

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

Mayor Cohn invited residents to speak on matters that do not appear on the agenda.

Brooke Packard, 26 Oakwood Avenue, wanted to correct statements made at the last Council meeting. She did not think three councilmembers were playing politics, that they employed a political strategy to disrupt a cycle of feckless moratoriums. The communication system of speaking at a podium at meetings was inadequate, and the three-minute time limit that was ableist and applied haphazardly. She said it was a one-way supplication followed by the finessing of residents' concerns by consultants. Rye citizens had little agency regarding ordinances that impact their lives. The Council must find better platforms for communication that respect residents' expertise. The Council should verify the details given by those who speak at the podium. She found incorrect addresses in published meeting minutes. She claimed to have an email wherein Ms. D'Andrea told her meeting minutes "do not reflect the truth," and Ms. D'Andrea replied to Ms. Packard that she never she made that statement and offered to circulate the accurate email to the Council. Ms. Packard said she thought the City had the resources to fact-check a speaker's claims.

Bonnie Counsel, 14 Fairlawn Street, recounted her attendance at a recent meeting of the BAR to discuss proposed demolition of a house at 26 Fair Lawn Street, and the very large house planned in its place. Each request and suggestion made on the size and design of the house was met with a comment by the architect that the builder, not in attendance, "wouldn't want that." She asked the Council why the builder got to decide what kind of house goes into the neighborhood. She thought Rye was owned not by people but by developers, realtors, and landscapers, and the people no longer had a voice. She said that zoning laws and codes have been weakened by developers and contractors who get the rules bent in their favor. Long-term Rye residents watched as their neighborhoods have been negatively impacted by felled trees, rock chipping, and flooded streets because houses were built too large by developers who found loopholes. Then the City could only allowed to tax half the square footage on a house causing all the disruption. She encouraged the Council to close the loopholes, which would help smaller homes be built, and middle-income people could afford to move to Rye. There were too many closed-door deals between realtors and developers that kept middle-income people out of Rye, and she wondered if it was by design. She was tired of seeing nice houses demolished.

Sue Drouin, 57 Morehead Drive, said she has lived and worked in Rye as a landscape designer and that she has worked on several public projects to promote sustainable and resilient landscaping, pollinator pathways, and rain gardens to reduce runoff going to Long Island Sound, and she served on the Rye Sustainability Committee for many years. She acknowledged and supported the Council's endeavor to protect trees. She looked forward to seeing the City's ideas to preserve, protect, and increase Rye's existing tree canopy. Regarding the Oakland Beach



Avenue property, she commented that the existing lot was subdivided to build two new houses. Almost all the trees were removed before a site plan was submitted. Ms. Drouin advised the Council to take an inventory of the trees. Some home builders made a point to work around existing trees. Others want to clear the space for practical reasons. Mature trees might help a house sell quicker but does not earn home builders more money. She suggested the Council consider what they will do about large property owner exemptions to tree laws, and create a new tree commission that included expert arborists and conservationists to spearhead community awareness.

Mike Buccieri, 57 Waters Edge, commented about the decayed state of the windows and doors of the Rye Police Station. He noted the \$17 million of renovations Mr. Miller discussed for the City, and that the windows and doors of the police station could be painted for \$7,000. Mr. Buccieri said that thousands of people walk past the police station due to its proximity to the train station, but more importantly, the building did not do justice to the proudly dressed policemen and policewomen who walked through the door every day. He asked the Council to consider cleaning up the police station as a matter of respect and pride for the police force and the City.

Addressing Mr. Buccieri's comments, Mr. Usry said that the capital presentations at tonight's meeting do not reflect the million dollars spent on the police department in the last 12 months on radio communication equipment, three police cars, a new bathroom in the firehouse, exterior repainting of the building, and other millions of dollars of improvement throughout the City. Mr. Usry explained that Rye underspent on maintenance for decades, and last year the City put in place a vehicle maintenance plan for the first time. A supervisor has been added to oversee the entire City infrastructure for maintenance needs. Mr. Buccieri reiterated that police officers deserved a better-looking building.

7. Award bid for Contract #2023-01 Solid Waste Container Service Contract for the removal and disposal of the City's street sweepings and city-producing garbage.

Mr. Usry explained that every five years the City was required to re-bid a contract for its garbage and street sweepings. The contract included refuse collection from Rye streets and parks to be hauled away and disposed at the County facility, and the disposal and transport of City street sweepings to a special facility. Due to oil and other substances found on street debris it could not go to the County facility.

Councilwoman Johnson made the motion, seconded by Councilman Henderson, to award the bid for Contract #2023-01 for the removal and disposal of the City's street sweepings and city-producing garbage.

ROLL CALL

Ayes: Councilmembers Fontanes, Henderson, Johnson, Nathan, Stacks  
Nays: None  
Absent: Councilwoman Souza

CONSENT AGENDA

- a) Consideration of a request by the Jarden Corporation for use of city streets on Sunday, September 24, 2023, from 7:00 a.m. to 6:00 p.m. for the annual Westchester Triathlon.
- b) Consideration of a request from the Recreation Department for permission to close a section of Purchase Street for the 70th Annual Celebration of the Halloween Window Painting Event on Sunday, October 22, 2023.
- c) Consideration of a request by the Recreation Department to hold the Annual Food Truck Festival Saturday, September 9, 2023.
- d) Consideration of a request by the Recreation Department to hold the 47th Annual Turkey Run on Saturday, November 25, 2023.

Councilwoman Johnson made the motion, seconded by Councilman Stacks, to approve all items on the Consent Agenda, and the Council was in favor.

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

Mayor Cohn announced Maureen Powers of the Zoning Board of Appeals intended to withdraw from her position within the month. On behalf of the Council, the mayor thanked Ms. Powers for her service. With Council approval, Mayor Cohn approved Philip Moyles to fill the unexpired term of the Board of Appeals, expiring on December 31, 2023.

9.     Old Business/New Business.

Councilwoman Fontanes thanked the City staff and Traffic and Pedestrian Safety Committee for the wonderful new pedestrian crossings in Rye. Rye Town Park had more than she expected, and she frequently used the one Milton Road. She asked Mr. Usry to pass her appreciation on to City staff.

10.    Adjournment.

Councilwoman Johnson made the motion, seconded by Councilman Nathan, to adjourn the City Council meeting at 7:34 P.M., and the Council was in favor.

Respectfully submitted,

Carolyn D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

DEPT.: Public Safety

DATE: March 1, 2023

CONTACT: Michael A. Kopy, Commissioner of Public Safety

**AGENDA ITEM:** Consideration of proposed revisions of the Rules and Regulations of the City of Rye Police Department:

- Policy # 1001 – Performance Evaluation
- Policy # 1000 – Recruitment and Selection

**FOR THE MEETING**

**OF:** March 15, 2023

**RECOMMENDATION:** Approval of the listed General Orders.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:  
Enhancement of the operational effectiveness of the Department.

## BACKGROUND:

A copy of the proposed order is attached. It has been provided to the Rye Police Association for review pursuant to the provisions of the collective bargaining agreement.

See attached.

Michael A. Kopy  
Public Safety Commissioner  
Rye, New York 10580



**CITY OF RYE**

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# Department of Public Safety

## Memorandum

To: Greg Usry, City Manager  
From: Michael A. Kopy, Public Safety Commissioner  
Date: 3/8/2023  
Re: Police Department – Lexipol Policies

Reference the captioned subject, the attached policy is being forwarded for review.

I believe that the adoption of the policy below is in the best interest of public safety in the City of Rye and I recommend that it be forwarded to the City Council for action. Below is a brief overview of the policies that were submitted by Lexipol.

I will be available to answer questions when these are reviewed.

### **Policy 1000 – Recruitment and Selection**

This policy provides a framework for employee recruiting efforts and identifying job related standards for the selection process.

### **Policy 1001 – Performance Evaluations**

This policy provides guidelines for the Rye Police Department performance evaluation system.



# Performance Evaluations

## 1001.1 PURPOSE AND SCOPE

This policy provides guidelines for the Rye Police Department performance evaluation system.

## 1001.2 POLICY

The Rye Police Department shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The Department evaluates employees in a non-discriminatory manner based upon job-related factors specific to the employee's position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

## 1001.3 TYPES OF EVALUATIONS

The Department shall use the following types of evaluations:

**Regular** - An evaluation completed at regular intervals by the employee's immediate supervisor. Employees who have been promoted should be evaluated as established by the Personnel Department or, minimally, on the anniversary of the date of the last promotion.

When an employee transfers to a different assignment in the middle of an evaluation period and less than six months has transpired since the transfer, the evaluation should be completed by the current supervisor with input from the previous supervisor.

**Special** - An evaluation that may be completed at any time the supervisor and Division Commander or the authorized designee determine an evaluation is necessary to address less than standard performance. The evaluation may include a plan for follow-up action (e.g., performance improvement plan (PIP), remedial training, retraining).

## 1001.4 EVALUATION PROCESS

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based upon documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. The criteria upon which employees are evaluated are listed in the appendix to this policy. Evaluations should be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the evaluating supervisor for input.

## *Performance Evaluations*

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Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

Once a year supervisors will complete a written performance evaluation of officers directly in their command. When completing an evaluation, the supervisor will identify if the officer meets the standard in that specific category and include some narrative to support their assessment. Should a supervisor deem that an officer does not meet a set standard, they should document the corrective action and provide a time line for an improvement plan. The supervisor should then meet at their discretion with the officer for follow up.

All supervisors shall receive training on performance evaluations within one year of a supervisory appointment and will not conduct evaluations until such training has been received.

### **1001.5 EVALUATION FREQUENCY**

Supervisors shall ensure that all employees they supervise are evaluated at least once every year.

### **1001.6 EVALUATION INTERVIEW**

When the supervisor has completed his/her evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation ratings and respond to any questions the employee may have. The supervisor should provide relevant counseling regarding advancement, specialty positions and training opportunities. Any performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed. If the employee has reasonable objections to any of the ratings, the supervisor may make appropriate adjustments to the evaluation. The reason for such adjustments shall be documented.

Employees may write comments in an identified section of the evaluation. The supervisor and employee will sign and date the evaluation.

### **1001.7 APPEAL**

An employee who disagrees with his/her evaluation may provide a formal written response that will be attached to the evaluation, or may request an appeal.

To request an appeal, the employee shall forward a written memorandum within three days to the evaluating supervisor's Division Commander or the authorized designee. The memorandum shall identify the specific basis for the appeal and include any relevant information for the reviewer to consider.

For officers that answer directly to a Division Commander, the other Division Commander will be the first step in the appeals process.

## *Performance Evaluations*

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### **1001.8 CHAIN OF REVIEW**

The signed performance evaluation and any employee attachment should be forwarded to the evaluating supervisor's Division Commander or the authorized designee. The Division Commander or the authorized designee shall review the evaluation for fairness, impartiality, uniformity and consistency, and shall consider any written response or appeal made by the employee.

The Division Commander or the authorized designee should evaluate the supervisor on the quality of ratings given.

### **1001.9 RETENTION AND DISTRIBUTION**

The original performance evaluation and any original correspondence related to an appeal shall be maintained by the Department in accordance with the Personnel Records Policy.

A copy of the evaluation and any documentation of a related appeal shall be provided to the employee and also forwarded to the Rye Personnel Department.

# Recruitment and Selection

## 1000.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the Rye Police Department and that are promulgated and maintained by the Personnel Department.

## 1000.2 POLICY

In accordance with applicable federal, state, and local law, the Rye Police Department provides equal opportunities for applicants and employees regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The Department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

## 1000.3 RECRUITMENT

The City of Rye Police Department will recruit and select candidates for the position of Police Officer in accordance with New York State Civil Service law and the Westchester County Civil Service rules, as administered by the Westchester County Department of Personnel, and to afford equal employment opportunity to all eligible candidates. To be eligible for appointment, candidates must meet the prescribed standards set forth by the New York State Bureau for Municipal Police and the Westchester County Department of Personnel. In cases of inter-agency transfer, only candidates from competitive civil service agencies shall be considered for appointment to the City of Rye Police Department. However, the Commissioner of Public Safety has been given the authority and responsibility by the City of Rye to coordinate the selection activities and administer the Department's role in the final selection process.

The primary method of recruitment for the position of Police Officer within the City of Rye Police Department is through the Westchester County Department of Personnel continuous recruitment testing program. Any new officers applying for appointment to this Department, either as a new officer or a resignation/reinstatement (transfer), must get the approval from Westchester County Department of Personnel that they meet the eligibility criteria established by the Westchester County Department of Personnel. Job Announcements for the City of Rye Police Department are made by the Westchester County Department of Personnel. Candidates considered for appointment to the City of Rye Police Department must be of good moral character and must satisfy the age restrictions (at least 20 on appointment date, can't have reached their 35th birthday



## *Recruitment and Selection*

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to take police exam, unless a veteran as defined by NYS Law) and physical fitness requirements prescribed by the New York State for Municipal Police and New York State Civil Service Law.

### **1000.4 SELECTION PROCESS**

Upon the certification of a civil service list and following the laws and rules guiding selection from the list, the Department shall actively strive to identify the candidates who have in some manner distinguished themselves as being outstanding prospects. Minimally, the Department should employ a comprehensive screening, background investigation and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)
- (b) Driving record
- (c) Reference checks
- (d) Information obtained from public internet sites
- (e) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
- (f) Local, state and federal criminal history record checks
- (g) Polygraph examination (when legally permissible)
- (h) An impartial medical exam by a licensed physician or practitioner that meets the Municipal Police Training Council standards (may only be given after a conditional offer of employment)
- (i) A psychological examination administered by qualified professionals to ensure psychological fitness (may only be given after a conditional offer of employment)
- (j) Oral Review board or selection committee assessment based upon standardized questions with candidate's responses recorded on uniform reports

#### **1000.4.1 VETERAN PREFERENCE**

The Department will provide veteran preference credits as required (Civil Service Law § 85).

### **1000.5 BACKGROUND INVESTIGATION**

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Rye Police Department.

Background investigators will be provided with instructions and checklists to ensure thorough, comprehensive and objective investigations of candidates. Elements of the background investigation will include verification of employment, education and residences; interviews with previous and current employers, family members, neighbors, social contacts, provided references, developed references and organizations; and review of credit history, military records, and other public records searches.

## *Recruitment and Selection*

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### 1000.5.1 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA and the New York Fair Credit Reporting Act (15 USC § 1681d; General Business Law § 380-c).

### 1000.5.2 STATE NOTICES

Every applicant disqualified due to facts discovered during the background investigation by the Rye Police Department will be provided a written statement specifying the reasons for the disqualification and allowed an opportunity for rebuttal (Civil Service Law § 50).

Applicants who are or were subject to an extreme risk protection order (temporary or final) should be afforded an opportunity to explain the circumstances and provided with copies of records related to the order that are obtained by the Department (CPLR § 6346).

### 1000.5.3 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

### 1000.5.4 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

## **1000.6 DISQUALIFICATION GUIDELINES**

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework. State law provides for statutory minimal standards for disqualification as prescribed by Civil Service Law § 50.

## *Recruitment and Selection*

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### **1000.7 EMPLOYMENT STANDARDS**

All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence and experience, in accordance with the high standards of integrity and ethics valued by the Department and the community.

Validated, job-related and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Personnel Department should maintain validated standards for all positions.

#### **1000.7.1 STANDARDS FOR OFFICERS**

Candidates shall meet the following minimum standards:

- (a) Free of any felony convictions
- (b) Citizen of the United States or permanent resident noncitizen eligible for and has applied for citizenship
- (c) At least 20 years of age and no more than 35 years of age with certain exceptions (Civil Service Law § 58)
- (d) Fingerprinted for local, state, and national fingerprint check
- (e) Good moral character as determined by a thorough background investigation
- (f) High School graduate, passed the GED or obtained a two-year, four-year, or advanced degree from an accredited or approved institution
- (g) Free from any physical, emotional, or mental condition which might adversely affect the exercise of police powers
- (h) Candidates must also satisfy the Municipal Police Training Council (MPTC) selection requirements

In addition to the above minimum MPTC required standards, candidates should be subjected to additional evaluations including physical ability testing, drug screening, polygraph, and/or pre-offer personality test.

### **1000.8 PROBATIONARY PERIODS**

The Patrol Division Commander should coordinate with the Rye Personnel Department to identify positions subject to probationary periods and procedures for:

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Extending probation.
- (d) Documenting successful or unsuccessful completion of probation.

At the conclusion of the selection process, the Commissioner of Public Safety will make any appointments, in accordance with the City of Rye Charter, to the City of Rye for appointment to

# Rye Police Department

## Rye Police Department Policy Manual

### *Recruitment and Selection*

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the position of Police Officer. Prior to being granted permanent status, candidates are required by Westchester County Civil Service Rules to complete a probationary term of not less than 12 weeks nor more than 78 weeks, except when the newly appointed officer is a resignation/ reinstatement, in which case the probationary term shall be not less than 12 weeks nor more than 52 weeks. During the probationary term, members will be evaluated in accordance with this Department's Field Training Manual.

Probation will last for 12 months after the successful completion of the academy or, in cases of transfers, 12 months after the date of hire.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 15, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Flooding Update.

**FOR THE MEETING OF:**

March 15, 2023

**RECOMMENDATION:** That the City Council hear the update.

**IMPACT:** ☒ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 1, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:**

Ramboll presentation and authorization for City Manager to execute an agreement with Ramboll for an amount not to exceed \$125,000 from the Capitol Projects Reserve Account for the 2023 collection of stream gauge data.

**FOR THE MEETING OF:**

March 15, 2023

**RECOMMENDATION:** That the Council hear the presentation and authorize the funds for the 2023 collection of stream gauge data.

**IMPACT:** ☐ Environmental ☒ Fiscal ☒ Neighborhood ☒ Other:

**BACKGROUND:** See attached agreement.

Mr. Greg Usry  
City Manager  
1051 Boston Post Road  
Rye, New York 10580

**Re: Proposal – Operation and Maintenance of Blind Brook Stream Monitoring System**

Dear Mr. Usry:

Date March 09, 2023

Ramboll Americas Engineering Solutions, Inc., (Ramboll), is pleased to provide this proposal for operation and maintenance services of the Blind Brook Monitoring System anticipated to be operational as constructed by the Dormitory Authority of the State of New York (DASNY) in March of 2023. Our proposal contains the following sections:

- Project Understanding
- Scope of Services
- Fee and Terms
- Assumptions and Clarifications

Ramboll  
333 W Washington St  
Syracuse, NY 13202  
USA

T 315-956-6100  
<https://ramboll.com>

**Project Understanding**

The Blind Brook Monitoring System, which includes three monitoring locations along Blind Brook is expected to become operational in March of 2023. When operational, the system will start providing water surface and precipitation data at continuous and near-real-time basis to a cloud-based data storage and visualization server. The collected data is expected to assist with future implementation of an automated algorithm intended to operate a sluice gate located at Bowman Dam. Automated sluice gate operation has been identified as one of the potential flood mitigation measures in prior studies by Ramboll and others. Collected data integration with the sluice gate is anticipated to increase the City of Rye's ability to manage flood waters associated with significant rainfall events. After the monitoring system has operated and collected stream flow data for a sufficient amount of time (expected to be between three to five years, depending on weather and stream flow conditions), it would be integrated with the sluice gate operation.

This scope of services is limited to operation, data collection, maintenance of Blind Brook Monitoring System and sluice gate algorithm testing and does not include integration or implementation of the automated sluice gate algorithm at this time, as those are expected to follow the focused data gathering period.

## Scope of Services

An overview of the scope of services associated with this proposal is provided below. To simplify review, Ramboll has divided this section into the following four tasks:

- Task 1 – Scheduled Weekly Operation and Monitoring Activities
- Task 2 – Scheduled Calibration and Maintenance
- Task 3 – Unscheduled Maintenance / Emergency Response
- Task 4 – Hydrologic Evaluation of Collected Data, Sluice Gate Algorithm Testing

### **TASK 1 – Scheduled Weekly Operation & Monitoring Activities**

Scheduled activities will be performed weekly and will include the following:

- Monitor Blind Brook system for proper operation by remote means, document outages and complete weekly data gathering, summarize water surface elevation changes, precipitation and watershed conditions, etc.
- Communicate to the City of Rye the overall system status via periodic emails.

These services are proposed to be performed for one year, therefore 52 weekly operation and monitoring activities would be performed.

### **Task 2 – Scheduled Calibration and Maintenance**

The proper and continuous operation of the system is expected to require periodic on-site activities such as:

- Perform required system maintenance (e.g., sensor calibrations, cleaning, etc.)
- Visual inspection of system components, system functionality testing, updates to the system settings, if required.
- In-person meeting with City of Rye representative and maintenance subcontractors assisting with system operation.

Up to two site visits of two Ramboll employees per year are proposed as part of this scope of work to facilitate the scheduled calibration and maintenance. It is anticipated that one visit will be scheduled in early Spring (April-May) while the second visit would be schedule in early Fall (August-September). Ramboll would coordinate those visits with the City of Rye so periodic site maintenance can be conducted at the same time (e.g., trimming of vegetation, site observation, debris removal) – site maintenance activities are responsibility of the owner and Ramboll activities are limited to Stream Monitoring System elements. Each visit is planned to require up to 6-hours of on-site activities.

### **Task 3 - Unscheduled Maintenance / Emergency Response**

Ramboll recognizes that emergency or unscheduled maintenance circumstances may arise that require immediate attention. It is Ramboll's understanding that the Stream Gauge Monitoring System as constructed by DASNY will include warranty of its operation covered for not less than one year from substantial completion date. During the warranty period all emergency repairs would be provided by the responsible party (e.g., primary Contractor). Ramboll's role would be to identify that an unscheduled maintenance or emergency repair may be required, notify the owner and coordinate with the warranty



contractor until the issues are fully resolved, which may include site presence by Ramboll. As such we recommend that a contingency budget be set aside for emergency response by Ramboll. This budget would require at a minimum verbal authorization from the City of Rye before charges could be made. This would allow the City of Rye to control the use of this budget for minor emergency response and repair situations. Larger repairs or upgrades that do not require immediate response could still be handled as out of scope work. Ramboll proposes that a preliminary budget of \$30,000 for Task 3 be established. Ramboll will invoice against all work on this project on a time and materials basis. Costs applied to this budget will be allocated based upon pre-approval of the necessary maintenance task by the City of Rye. Ramboll may utilize subcontracted services as part of unscheduled emergency services.

#### **Task 4 - Hydrologic Evaluation of Collected Data, Sluice Gate Algorithm Testing**

Recognizing that the City of Rye's goal is to integrate the stream gauges with the Bowman Dam sluice gate, the following activities are proposed and outlined below:

- As rainfall events are collected by the stream gages, they offer an opportunity to update the existing hydrologic model (model calibration). Ramboll would examine the data and select suitable events that could be used to test and update the model. Calibration of the model is seen as necessary for algorithm testing, updates and eventual implementation.
- After the model is calibrated and validated, the previously developed operational sluice gate algorithm would be revised and updated to integrate the information collected by the stream gages with operation of the sluice gate at Bowman Dam.
- The updated sluice gate algorithm would be tested in a modeling environment to investigate the effect of potential future implementation of the algorithm.
- At the end of the one-year contract, Ramboll would select up to 10 collected rainfall events and facilitate an in-person presentation focusing on progress in algorithm testing and present those findings to the City of Rye. The presentation and the associated report would also summarize system's yearly functionality, recommend updates (if any) and summarize scheduled and unscheduled activities that occurred during the one-year period.

#### **Fee and Terms**

Ramboll proposes to complete the scope of work for a not to exceed amount of \$120,420. The detailed summary of proposed cost is included as Attachment 1. The total proposed fee including \$30,000 allowance for unscheduled maintenance/emergency response is \$150,420 for year one. All work on this project will be billed on a time and materials basis.

#### **Assumptions and Clarifications**

A summary of project assumptions used to develop the scope of services and cost is as follows:

- The proposed scope of work would initiate after formal authorization to proceed is received but not before the Stream Monitoring System construction is complete and system is commissioned. The services would conclude at the end of 52-weeks from formal start.



- Ramboll will provide non-union labor
- Direct expenses, material costs and subcontractor services billed as part of this contract would carry a 10% Ramboll markup.
- Regularly scheduled work (non-emergency) will be conducted during normal business hours, Monday – Friday, 8:00 AM – 4:30 PM
- Ramboll personnel will be provided unencumbered access to the stream gages
- The terms and conditions presented in Attachment 2 will govern this project

We appreciate this opportunity to be of service to the City of Rye and look forward to working with you on this project. Your countersignature of this proposal will allow us to proceed on your behalf. Alternatively, if a purchase order is issued, please reference the terms and conditions of this proposal.

Should you have any questions or comments on the above Scope of Services, please do not hesitate to contact me at 315-247-5471 or Piotr at 319-400-9607 at your earliest convenience. Should you find this proposal acceptable, please countersign this proposal on the line below.

Yours sincerely,

**Chris Calkins**

Division Director  
Ramboll

D 315-247-5471  
[Christopher.Calkins@Ramboll.com](mailto:Christopher.Calkins@Ramboll.com)

CC:

Ryan Coyne, PE – City of Rye  
Brad Kubiak, PE – Ramboll  
Piotr Domaszczyński, PhD – Ramboll

ACCEPTED AND APPROVED BY:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Attachment 1 - Blind Brook Stream Monitoring System Data Collection and Maintenance Fee							
Task 1 - Scheduled Weekly Project Activity	Project Officer	Senior PM	PM	Engineer	Directs	Allowance	Task subtotals
Log in and process data			52	208			
Client Updates (Remote)	4	12	24	24			
	\$ 1,200.00	\$ 2,940.00	\$ 11,780.00	\$ 23,200.00	\$ -	\$ -	\$ 39,120.00
Task 2 - Scheduled Maintenance							
Site Visit (16h per visit per person + prep time)		2	40	40	\$ 2,000.00		
	\$ -	\$ 490.00	\$ 6,200.00	\$ 4,000.00	\$ 2,000.00	\$ -	\$ 12,690.00
Task 3 - Unscheduled Maintenance							
Allowance						\$ 30,000.00	\$ 30,000.00
Task 4 - H&H Model and Sluice Gate Algorithm							
Model Calibration and Updates			40	80			
Algorithm Testing			40	80			
Analyze (10) rainfall events	2	6	40	120			
Summary report	4	12	24	80			
In-person presentation			16	16			
	\$ 1,800.00	\$ 4,410.00	\$ 24,800.00	\$ 37,600.00	\$ -	\$ -	\$ 68,610.00
Total hours	10	32	276	648	\$ 2,000	\$ 30,000	
Hourly rates	\$ 300	\$ 245	\$ 155	\$ 100	\$ 1	\$ 1	
\$ Role subtotals	\$ 3,000	\$ 7,840	\$ 42,780	\$ 64,800	\$ 2,000	\$ 30,000	
					total	\$ 150,420.00	

Directs	expense	rate	count	total
	car	\$ 200.00	2	\$ 400.00
	hotel	\$ 200.00	4	\$ 800.00
	meals	\$ 50.00	4	\$ 200.00
				\$ 1,400.00
			say	\$ 2,000.00

**ATTACHMENT 2**  
**TERMS AND CONDITIONS**

## RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. STANDARD SERVICE TERMS AND CONDITIONS

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
  - a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
  - b) **Law** shall mean federal, state, local and other jurisdictional statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
  - c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
  - d) **RAMBOLL** shall mean the Ramboll company issuing the Proposal, Ramboll Americas Engineering Solutions, Inc., unless otherwise stated in the Proposal.
  - e) **Project** shall mean the overall work to be performed, including Services to be performed by RAMBOLL or others on behalf of Client at or in connection with project site(s).
  - f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by RAMBOLL, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
  - g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by RAMBOLL and its subcontractors as described in the Proposal.
2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of RAMBOLL with respect to the effect on cost and schedule.
3. **Payment.** Payment of RAMBOLL's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and RAMBOLL until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
5. **Status.** Except as otherwise provided in this Agreement, RAMBOLL shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and

compensation of its employees. RAMBOLL shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.

6. **Standard of Care.** RAMBOLL agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed. Client acknowledges that scientific, medical, and health and safety knowledge and expertise is always evolving, and that RAMBOLL's work, conclusions and opinions cannot fully anticipate or take into account changes in knowledge or expertise that develop after the Services are performed. The services and all deliverables are rendered based on the specific circumstances and conditions described in RAMBOLL's Proposal and are intended for use by the Client only in connection with the purpose set forth in the Proposal. RAMBOLL disclaims all warranties relating to any other use and Client shall indemnify, defend and hold harmless RAMBOLL against any and all losses relating to such other use.
7. **Third Parties.** The Services including, without limitation, related communications and deliverables/work product, and the contents of such communications and deliverables/work product, are solely for Client's benefit and may not be relied upon by or disclosed to any third party without RAMBOLL's express written consent. In addition, Client shall not attribute any statement to RAMBOLL without RAMBOLL's express written consent. RAMBOLL shall be entitled to injunctive relief preventing/prohibiting any disclosure or attribution prohibited hereunder, and Client shall release, indemnify, defend and hold harmless the RAMBOLL from any and all losses arising from or related to such unauthorized disclosure or attribution.
8. **Insurance.** Throughout the term of this Agreement, RAMBOLL shall maintain insurance in amounts not less than shown:

a) <b>Worker's Compensation</b>	Statutory amount where Services are performed
b) <b>Automobile</b>	\$1,000,000
c) <b>General Liability</b>	\$1,000,000
d) <b>Professional Liability</b>	\$1,000,000
e) <b>Excess Umbrella</b>	\$3,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide RAMBOLL with current Certificates of Insurance endorsed to include RAMBOLL as an additional insured on their "b," "c" and "e" policies of insurance and authorizes RAMBOLL to enforce this provision directly with all Project related third-parties.

9. **Compliance with Law.** RAMBOLL shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, RAMBOLL shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.

RAMBOLL will not provide development, design, manufacture, assembly, testing, maintenance, repairs, instruction, advice, training, transmission of know-how, or consulting services in relation to projects involving items that are subject to applicable legal trade restrictions including restrictions on items that originated in Russia or Belarus or that have been exported from Russia or Belarus (as such restrictions are amended from time to time). Client therefore represents and warrants that the project will not require RAMBOLL to provide any of the services set out above, or any other technical services, in relation to these items. RAMBOLL may terminate this Agreement immediately on written notice if RAMBOLL has cause to suspect that the Project may involve any services relating to any of the above items. Client shall indemnify RAMBOLL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by RAMBOLL arising out of a breach of this warranty and/or a termination by RAMBOLL. In such circumstances RAMBOLL shall be entitled to invoice the Client, and to be paid, in respect of all work carried out and all expenses incurred by RAMBOLL up to and including the date of notice of termination. Moreover, in such circumstances RAMBOLL has no liability towards the Client.

**10. Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of RAMBOLL or 4) lawfully obtained from a third party having independent knowledge, RAMBOLL shall treat as confidential all information obtained from Client. RAMBOLL shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. RAMBOLL shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.

**11. Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that RAMBOLL shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by RAMBOLL during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of RAMBOLL; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.

**12. Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:

- a) maintain a designated representative, who shall be reasonably available to meet with RAMBOLL on Client's behalf;
- b) provide RAMBOLL with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide RAMBOLL with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other

subsurface information necessary for performance of Services;

- c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
- d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by RAMBOLL for performance of Services.

**13. Additional Cost or Delay.** RAMBOLL shall not be responsible or liable for delay or additional Project cost resulting from:

- a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to RAMBOLL,
- b) changes, delays or additional Services not necessitated by the acts or omissions of RAMBOLL,
- c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
- d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to RAMBOLL.

**14. Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.

**15. Force Majeure.** RAMBOLL, and its affiliates, shall not be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, which shall be deemed to include without limitation strike, lockout, embargo, epidemic, pandemic, or other outbreak of disease, quarantine restrictions, riot, war, act of terrorism, cyber-attack, flood, fire, act of God, act of the federal or state government, accident, failure or breakdown of components necessary to order completion, Client, subcontractor or supplier delay or non-performance, inability to obtain or shortages in labor, materials, protective gear, other supplies or manufacturing facilities, compliance with any Law, or circumstances or conditions which in the discretion of RAMBOLL may pose a material risk to the health or safety of the employees of RAMBOLL, its affiliates or subcontractors. In any such event, RAMBOLL shall give prompt notice to Client of the event or circumstance and RAMBOLL will be entitled to an equitable adjustment in the time for performance of the Services and to equitable compensation from Client for the time expended and expenses incurred by RAMBOLL with respect to the Project.

**16. Suspension of Services.**

- a) Client shall have the right to suspend all or part of the Services, provided, Client gives RAMBOLL at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by RAMBOLL in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
- b) In the event Client does not make timely payment of the invoiced amounts as provided herein, RAMBOLL shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due

amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.

**17. Indemnification.**

- a) Subject to paragraph 19 of these Standard Service Terms & Conditions, RAMBOLL agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
- b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.

**18. Limitation of Damages.** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

**19. Liability.** The maximum liability of RAMBOLL, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 17a of these Standard Service Terms & Conditions, shall be limited to the amount of fees paid to RAMBOLL for the Services provided.

**20. Mediation of Disputes.** The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where RAMBOLL's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.

**21. Termination.** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.

**22. Modification.** This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.

**23. Notice.** All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.

**24. Interpretation.** This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.

**25. Severability.** If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

**26. Waiver.** Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

**27. Integration.** This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 1, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:**

Presentation by the Rye Golf Club on public access to fee information.

**FOR THE MEETING OF:**

March 15, 2023

**RECOMMENDATION:** That the Council hear the presentation by Rye Golf Club.

**IMPACT:** ☐ Environmental ☒ Fiscal ☒ Neighborhood ☒ Other:

**BACKGROUND:**





# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 1, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Adjourn the public hearing to amend Chapter 187 "Trees" of the Rye City Code.

**FOR THE MEETING OF:**  
March 15, 2023

**RECOMMENDATION:** That the Council adjourn the public hearing.

**IMPACT:** ☒ Environmental ☐ Fiscal ☒ Neighborhood ☒ Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 1, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Presentation of initial working draft of an amendment in its entirety to Chapter 187 "Trees" of the Rye City Code.

**FOR THE MEETING OF:**  
March 15, 2023

**RECOMMENDATION:** That the Council present the working draft law.

**IMPACT:** ☒ Environmental ☐ Fiscal ☒ Neighborhood ☒ Other:

**BACKGROUND:** See attached initial draft law.

**D R A F T**

**LOCAL LAW  
CITY OF RYE NO. \_\_\_\_ -2023**

**A Local law to amend in its Entirety Chapter 187 “Trees”, of the  
Code of the City of Rye, New York**

Be it enacted by the City Council of the City of Rye as follows:

**Section 1.** Chapter 187, “Trees”, of the Code of the City of Rye is hereby repealed in its entirety and replaced with the following:

**CHAPTER 187 TREES**

**ARTICLE I  
Findings, Purpose and Definitions**

**§ 187-1 Findings and purpose.**

The preservation and maintenance of trees and wooded lands is necessary to protect the health, safety and general welfare of the City of Rye because trees provide shade, impede soil erosion, aid water absorption, reduce storm water runoff, enhance air quality, mitigate global climate change, yield advantageous microclimate effects, offer a natural barrier to noise, provide a natural habitat for wildlife and add to the aesthetic quality of the community. The purpose of this chapter is to encourage the preservation and planting of healthy native trees.

**§ 187-2 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

ANSI A300 Standards – The standards with respect to the care and treatment of trees developed by the American National Standards Institute and designated as ANSI A300.

APPROVING AUTHORITY - The Rye City Building Inspector or Rye City Planning Commission.

CITY - City of Rye, New York.

CERTIFIED ARBORIST - A professional holding certification regulated and maintained with the International Society of Arboriculture (ISA).

CITY PROPERTY – Every parcel owned by the City of Rye, which includes rights-of-way (ROW), parks, open space and City facilities as shown on the City’s Official Tax Map.

**CLEAR CUTTING** - Any removal of 30% or more Protected Trees over any 12-month period on a property.

**DBH** - The diameter of a tree measured at a point of fifty-four (54) inches above ground level at the base of the tree on the uphill side.

**INVASIVE SPECIES** – A non-native tree species that adversely affects the habitats it invades economically, environmentally, or ecologically and is a tree listed as a prohibited or regulated invasive species pursuant to 6 CRR-NY 575.3 or CRR-NY 575.4, as amended from time to time.

**PUBLIC PROPERTY** - Shall be any property or right-of-way owned by any municipal corporation or public school district.

**PUBLIC RIGHT-OF-WAY** – The surface and space above, on, and below any public highway, avenue, street, lane, alley, driveway, bridge, tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, public easement, right-of-way or any other public ground or water within or in which the City now or hereafter holds any property interest.

**TREE** - A living deciduous or coniferous plant with an erect perennial trunk and a definitely formed crown of foliage.

**TREE, PROTECTED** - Any tree that has a DBH of eight (8) inches or greater.

**TREE, SIGNIFICANT** - Any tree that has a DBH of thirty (30) inches or greater.

**TREE FOREMAN** The labor foreman in charge of trees or such representative designated by the City Engineer.

## **ARTICLE II**

### **Trees on City and Public Property**

#### **§ 187-3 Planting of trees on City property.**

No person shall plant any tree, shrub or other vegetation within the limits of any public street, right-of-way, park or other public place without first obtaining a permit from the Department of Public Works and complying with the following requirements. Such a permit shall be granted only upon the determination by the Tree Foreman, after consulting with the Police Department, that such a planting will not create a traffic hazard and will not interfere with the use of such street, right-of-way, park or other public place by the public and that such planting will enhance the beauty and appearance of the street, right-of-way, park or other public place and the surrounding area.

- A. Trees planted within the limits of any City street, right-of-way, park or other public place shall be of a species and quality approved by the Tree Foreman and shall be planted at least 30 feet apart unless otherwise authorized by the Tree Foreman. Each tree shall measure not less than 2.5 inches nursery caliper.

- B. Should any tree, shrub or plant planted within the limits of any City street, right-of-way, park or other public place pursuant to any such permit, in the opinion of the Tree Foreman, at any time constitute a traffic hazard, interfere with the use of such street, right-of-way, park or other public place by the public or detract from the beauty and appearance of the street, right-of-way, park or other public place or the surrounding area, such tree, shrub or plant will be removed.
- C. The City shall maintain a tree restoration program for trees on public property.

**§ 187-4 Protection to public trees.**

- A. No person, including a person employed by or acting on behalf of a public utility, may:
  - (1) Remove a tree on City property without the approval of the Tree Foreman;
  - (2) Fasten or tie any animal to or attach any sign, bill, card, notice or advertisement to any tree or shrub in any City street, right-of-way, park or public place or allow any animal under his control to injure any such tree or shrub;
  - (3) Injure or destroy any tree on City property;
  - (4) Pass any public service utility wire through the branches of a tree on City property without sufficient insulation to prevent damage to the tree;
  - (5) Attach a guy wire to a tree on City property in such a manner as to girdle or restrict the growth of the tree. Where it is necessary to attach any guy wires or cables, such devices shall be attached by means of lag hooks screwed into the trunks or by eyebolts passing through the trunk;
  - (6) Attach a guy wire or cable to a tree on public property except by means of a lag hook screwed into the trunk or an eyebolt passing through the trunk.
  - (7) Climb a tree on City property with the aid of spurs, unless the trees is being climbed for removal;
- B. No person, including any person or entity engaged by any person to treat any tree on public property, may treat a tree on public property without the permission of the Tree Foreman.
- C. Any person who removes a tree on City property or causes a tree on City property to be removed, must, within six months after doing so, remove the stump and all debris from the disturbed area, backfill all holes and leave the area graded and covered in a manner acceptable to the Tree Foreman.

- D. No person shall prune, spray, treat cavities, fertilize, cable, brace or otherwise treat or cause to be treated City trees without first receiving approval by the Tree Foreman. No City employee shall treat City trees without first consulting the Tree Foreman
- E. Trees on Public Property as defined herein shall not be subject to the requirements of this Chapter.
- F. When it is necessary to remove limbs to make clear passage for wires and where the removal of such limbs might injure a tree or spoil its symmetry or otherwise mar its appearance, it shall be necessary to obtain a permit from the Department of Public Works before starting such work. It shall not be necessary to secure a permit for the usual periodical removal of small branches to allow the free passage of wires, but any such work will be subject to inspection by the Tree Foreman, and where such work is not up to ANSI A300, Part 1 standard, any expense incurred by the City in repairing the same will be charged to the public utility responsible.

### **ARTICLE III**

#### **Trees on Private Property**

##### **§ 187-5 Prohibited trees.**

Property owners and other persons are prohibited from planting the any Invasive Species as defined in Section 187-2.

##### **§ 187-6 Removal of trees as part of Subdivision.**

Any property owner applying for subdivision approval whose plans would require the removal of any trees is subject to the tree preservation regulations outlined in Chapter 170, *Subdivision of Land*, of the Code of the City of Rye. .

##### **§ 187-7 Permit required and approving authority**

- A. Dead, Diseased, Dangerous or Invasive Trees. Any Protected Tree or Significant Tree that is dead, diseased, dangerous, or invasive shall require a permit from the City Building Inspector. Permit and application requirements as set forth by the Building Inspector shall be submitted at least ten (10) days prior the commencement of any tree removal. Trees deemed an imminent risk pursuant to ANSI A300, Part 9 shall have an expedited review process. An application fee and inspection fee in amounts set forth in a fee schedule established from time to time by the City Council shall be submitted with the application. No dead, diseased, dangerous or invasive tree shall be removed until a permit has been issued by the Building Inspector. The Building Inspector may consult with a Certified Arborist to confirm tree health and condition prior to the issuance of a permit. Appeals of the Building Inspector's determination or permit conditions can be appealed to the City Planning Commission.

- B. Written Notification Only. Removal of trees not regulated by § 187-9.A above shall be permitted upon written notification to the Building Inspector or his/her designee at least three (3) business days prior to the commencement of such removal and provided such removal does not exceed in any 12 month period the tree removal thresholds established in below:

**Maximum Tree Removal Allowed by Private Property Size and Tree Type  
after Notification to the Building Inspector**

<b>Private Property Lot Size</b>	<b>Protected Tree</b>	<b>Significant Tree</b>
Less than 20,000 square feet	2	1
20,001 square feet to 2 acres	4	2
Greater than 2 acres to 10 acres	10	3
More than 10 acres	30	6

- C. Clear Cutting and Other Tree Removal. Clear cutting (as defined by this Chapter and regardless of condition) or any other tree removal not meeting the provisions of § 187-9.A and B above shall not be permitted unless a permit has been issued by the Rye City Planning Commission. There shall be no building permit or other regulated land disturbing activity that requires tree removal issued for a property under this provision for eighteen (18) months after the commencement of such tree removal unless such land development or land disturbing activities have been approved by the Planning Commission.
- D. Exempted Activities. Tree removal activities on private property shall not be subject to the requirements of this chapter where a tree has been damaged as a result of a severe weather event as determined by the City Engineer.

**§ 187-8 Planning Commission review and appeals**

- A. Application Requirements. Applications seeking to appeal a Building Inspector determination or an application for tree removal subject to Planning Commission review pursuant to § 187-9.C, shall provide the application forms, information and plans as established by the Planning Commission and submitted pursuant to their meeting deadline requirements. An application fee and inspection fee in amounts set forth in a fee schedule established from time to time by the City Council shall be submitted with the application.
- B. Procedure. The Planning Commission shall review tree removal permit applications or Building Inspector appeals at their regularly scheduled meetings. Such meetings shall adhere to notice, minute and decision-making requirements as provided for by law. No tree removal shall commence until a written permit has been issued by the Planning Commission.
- C. Tree Removal Involving Land Development. Applications involving tree removal pursuant to § 187-9.C that is associated with land development or land disturbing activities must be reviewed and approved by the Planning Commission. All development activities including but not limited to all proposed structures such as buildings, pools, walls,

impervious areas, grading, utility connections and stormwater drainage measures shall be shown on a plan and its relationship and potential impact to existing regulated trees. The size, type, health and condition of all regulated trees as determined by Certified Arborist shall be shown on the plan as well as all tree preservation and tree protection measures.

- D. Permit Condition and Decision Criteria. As part of any tree permit the Planning Commission is authorized to implement conditions or require measures to protect trees from development or construction activities. In considering tree removal applications or Building Inspector appeals, the Planning Commission shall authorize tree removal consistent with the following decision criteria:

(1) The tree to be removed is dead, diseased, dangerous or invasive.

(2) The tree to be removed substantially interferes with the permitted use of the property and that such construction or use of the property cannot be reasonably modified or altered to accommodate the preservation of the tree.

- E. The Planning Commission in its review of any application may seek the assistance of an experienced Certified Arborist. The Commission may also require the applicant to place in escrow with the City a fee sufficient to reimburse the City for the cost of professional consultation fees and other expenditures attributable to the proposal. The Planning Commission may establish an escrow account funded by the applicant prior to the Commission authorizing the performance of consulting services regarding the proposal.

### **§ 187-9 Restoration**

- A. Tree Replacement Schedule. All permits involving the removal of trees as part of a Planning Commission permit shall be required to replant trees having a 2.5-inch minimum caliper or 8-10 feet tall if a conifer tree on the property based on the following schedule:

<b>DBH of Tree Removed (inches)</b>	<b>Number of Trees To Be Replanted</b>
8 to 12	1 for every two trees removed
13 to 24	1 for every tree removed
25 to 39	2 for every tree removed
40 to 49	3 for every tree removed
50 to 59	4 for every tree removed
60 or greater	5 for every tree removed

- B. Tree Replanting Guidelines. As part of a restoration plan the Planning Commission shall adhere to the following tree replanting guidelines, which it may modify at its discretion based on specific site condition or other circumstances.

(1) Replanted trees shall have a minimum caliper of 2.5 inches or greater or 8-10 feet tall if a conifer tree. The number of size of replanted trees can be varied by the Planning



- Commission due specific site conditions or potential circumstances such as minimizing potential erosion impacts.
- (2) Native hardwood deciduous trees shall be preferred over non-native or ornamental trees or shrubs. A diversity of tree species in a tree replanting program shall be encouraged to the maximum extent possible.
  - (3) Where possible, tree replanting should be located in front yards, particularly where large mature trees have been removed in a front yard.
  - (4) On-site tree replacement is preferred over off-site such as an adjacent right-of-way. Any tree planting on City Property requires approval of the Tree Foreman prior to planting regardless of whether it is part of a Planning Commission's approved restoration plan.
- C. Tree Replanting Conditions. The Planning Commission is authorized to establish reasonable conditions related to replanting requirements including, but not limited to required City inspections, time frames to complete required replanting and other provisions to insure the preservation and survivability of required replanted trees.
- D. In the event that trees that are removed are so large and mature that it is not practical to replace such trees of comparable size or where extensive tree removal is planned as part of a tree removal permit, or where existing conditions on a lot make the planting of required replacement trees not feasible, the Planning Commission may order the applicant to pay a sum of money to the Tree Fund in an amount that would reimburse the City for the cost of purchasing, planting and maintaining any such replacement tree(s), the amount of which shall be determined by the City Council in its annual fees and charges schedule.

#### **§ 187-10 Removal of branches overhanging highways.**

Where privately owned trees encroach upon any street, right-of-way, park or other public place, the Tree Foreman is authorized to remove branches overhanging any public street, right-of-way, park or other public place, or if, in his or her judgment, such trees are dangerous to the public, he or she is authorized to remove them.

#### **§ 187-11 Removal of dead trees.**

Where any dead tree or trees located on private property adjacent to a public street, right-of-way, park or other public place constitute a danger or are potentially dangerous to the traveling public, the Tree Foreman may serve personally or by mail upon the owner of said property a written notice to remove the dead tree or trees, and upon failure to do so within 20 days after the service of said notice, the City, through its contractors, agents or employees, may remove the same and assess the cost thereof against the property affected by said assessment, to be levied, collected and enforced in the same manner as taxes upon said property for City purposes are levied, collected and enforced.

**ARTICLE IV**  
**Penalties for Offenses**

**§ 187-12 Penalties for offenses.**

- A. Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a violation and, upon conviction, may be subject to fines, including:
- (1) Violations affecting a protected tree: up to \$2,500 per violation;
  - (2) Violations affecting a Significant Tree: up to \$10,000 per violation;
  - (3) Other violations of this chapter: up to \$2,000 per violation;
  - (4) Fines may be doubled if additional violations occur if a trial or disposition is pending.
  - (5) Each tree removed in violation of this Chapter shall be deemed a separate violation;
  - (6) Both the property owner and the tree removal contractor may be held in violation and fined separately.
- B. A restoration agreement may be required in addition to any fines associated with the violation.
- (1) The restoration agreement may mandate planting one or more replacement trees on the property that are of like quality and size to those removed in violation of this Chapter. If like-sized replacement is not practical, replacement with a specific quantity of smaller-sized trees may be required.
  - (2) Restoration planting shall be completed within six months of the execution of the restoration agreement. If seasonal planting requirements prevent the timely completion of restoration, the time line may be extended by the Building Inspector.
  - (3) No certificate of occupancy shall be issued by the Building Inspector until the restoration work is completed to the reasonable satisfaction of the Building Inspector. If circumstances prevent the restoration plan from being completed, the Building Inspector may permit the owner to post a bond or cash equivalent sufficient to cover the cost of the restoration planting. The bond or cash equivalent will be returned to applicant upon the satisfactory completion of work inspection to the satisfaction of the Building Inspector.
- C. In addition to the foregoing, any person, firm or corporation engaged in the business of tree removal or care who or which shall aid, assist or abet in the violation of this chapter may be denied a permit under 187-7 for up to two years to ensure future compliance.
- D. The City shall have the right to seek equitable relief to restrain any violation or threatened violation of any provision of this Chapter and to compel the replacement of any or all trees

removed illegally, and the restoration of the land affected to its condition prior to the provisions of this chapter.

- E. The City shall not issue a building permit, Certificate of Occupancy for any property for which a violation of this chapter has been served, or for which an administrative or judicial proceeding has been commenced under this section, for 12 months after said violation or proceeding is dismissed or resolved.

## **ARTICLE V Enforcement**

### **§ 187-13 Enforcement.**

The City Engineer or the Building Inspector or their designee shall enforce this chapter.

### **Section 2. Severability**

The invalidity of any word, section, clause, paragraph, sentence, part, or provision of this Local Law shall not affect the validity of any other part of this Local Law that can be given effect without such invalid part or parts.

### **Section 3. Effective Date**

This local law shall take effect immediately upon filing with the Secretary of State.

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# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 1, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:**

Consideration to set a public hearing for April 12, 2023, to adopt a Local Law to amend Chapter 191, Article III "Parking Regulations" of the Code of the City of Rye, by amending § 191-20 "Parking time limited" to add a new car park location under (D) One hour limit and add Library Lane under (E) Fifteen-minute limit.

**FOR THE MEETING OF:**

March 15, 2023

**RECOMMENDATION:** That the Council set the public hearing.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

**BACKGROUND:** See attached.

**DRAFT**

**LOCAL LAW NO. \_\_\_\_\_-2023**

**A Local Law to amend Chapter 191, Article III “Parking Regulations” of the Code of the City of Rye, by amending § 191-20 “Parking time limited” to add a new car park location under (D) One hour limit and add Library Lane under (E) Fifteen-minute limit.**

**Be it enacted** by the City Council of the City of Rye as follows:

**Section 1. Chapter 191, titled “Vehicles and Traffic,” Article III titled “Parking Regulations” is hereby amended in the Rye City Code as follows:**

New material is underlined and in blue.

**§ 191-20 Parking time limited.**

D. One-hour limit. The parking of vehicles is hereby prohibited in the following locations for a period longer than one hour between the hours of 7:00 a.m. and 6:00 p.m., except on Sundays:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Cowles Avenue		
Elm Place	North	Entire north side except 3 spaces closest to Theodore Fremd Avenue
Elm Place	South	
Haviland Lane	West	
Hillcrest Lane	Both	
Locust Avenue	Both	From the easterly end of Mead Place to Theodore Fremd Avenue
Mead Place	Both	Westerly portion off Locust Avenue
Mead Place	East	Easterly portion off Locust Avenue
Purchase Street	Both	From Boston Post Road to Natoma Street
Purdy Avenue	Both	From Third Street to First Street
School Street	West	
Theodore Fremd Avenue	South	From Elm Place to the entrance to Car Park No. 2
Third Street	Both	From the commuter parking area to a point 100 feet north of Purdy Avenue

<b><u>Name of Car Park</u></b>	<b><u>Exceptions</u></b>
<b><u>City Hall Car Park</u></b>	<b><u>Except those cars that have employee parking permits</u></b>

E. Fifteen-minute limit. The parking of vehicles is hereby prohibited in the following locations for a period longer than 15 minutes between the hours of 7:00 a.m. and 7:00 p.m., except on Sundays:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Boston Post Road	East	From Central Avenue to Rectory Street
Car Park 2		Parking spots Nos. 239, 240, 241, and 242 along 14 to 16 Elm Place, excluding handicap space
Elm Place	North	2 spaces on the north side closest to Theodore Fremd Avenue
First Street	West	3 spaces along the west of First Street parallel to the building and the curb
Forest Avenue	West	From the southwest driveway of the service station to Elmwood Avenue
<u>Library Lane</u>		<u>For the entire length of Library Lane along the curb between the driveway entrances to 1037 Boston Post Road</u>
Purchase Street	East	From Elizabeth Street southerly for 140 feet
Purdy Avenue	North	From the east side of the post office property to Third Street
Sylvan Road	South	2 spaces on the south side closes to Midland Avenue
Third Street	East	From Purdy Avenue to the post office driveway
Third Street	West	From Purdy Avenue to a point 100 feet north thereof

## **Section 2. Severability.**

The invalidity of any word, section, clause, paragraph, sentence, part, or provision of this Local Law shall not affect the validity of any other part of this Local Law that can be given effect without such invalid part or parts.

## **Section 3: Effective Date.**

This local law shall take effect immediately upon filing with the Secretary of State.



# CITY COUNCIL AGENDA

DEPT.: Finance

DATE: March 15, 2023

CONTACT: Joseph Fazzino, Deputy City Comptroller

**AGENDA ITEM:** Authorize payment of the balance of the 2022/2023 Rye Neck Union Free School District taxes collected by the City to the School District.

**FOR THE MEETING OF:**

March 15, 2023

**RYE CITY CODE,**

CHAPTER 22.9  
SECTION

**RECOMMENDATION:** That the Mayor and the City Council authorize payment of the 12/31/22 balance of \$301,213.89 on 3/17/2023.

**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 \$301,213.89 at 12/31/23. This balance represents 2.6% of the total tax levied, \$11,379,450, on September 1, 2022. Arrears notices will be mailed in conjunction with the 2023 City tax bills, and again during March 2023, May 2023, and June 2023 to try to collect these balances prior to the filing of the list of delinquent taxes with the County scheduled for July 1, 2023.

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 on December 31, 2022.



# CITY COUNCIL AGENDA

NO. DEPT.: FINANCE

DATE: March 9, 2023

CONTACT: JOSEPH S. FAZZINO, Deputy City Comptroller

**AGENDA ITEM:** Adoption of the 2023 County property tax rates.

**FOR THE MEETING OF:**

March 15, 2023

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council adopt the 2023 County tax rates.

**IMPACT:** ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other

## **BACKGROUND:**

The City must by law collect the County taxes and remit the collected amount of the tax warrant to the County in two installments: 60% on May 25<sup>th</sup> and the balance of 40% on October 15<sup>th</sup>.

The County tax rates must be adopted by the City Council in order to provide sufficient lead time for the preparation and mailing of the County tax bills, and to allow sufficient time for property owners to remit their payment within the penalty-free period (the month of May).

Failure to adopt this resolution does not relieve the City of its legal responsibility to remit to the County the amount of the tax warrant due on the dates noted above, and, by State law, the City cannot waive penalties for late payment of property taxes, even if the property owner(s) did not receive a bill or received a bill after the penalty-free period.

For the 2023 Tax Year, the combined county tax rate for the Blind Brook Sanitary Sewer District increased by 5.37% and the combined county tax rate for the Mamaroneck Valley Sanitary Sewer District increased by 4.65%.



**RESOLVED**, that the tax rates for the amounts of Westchester County, Blind Brook Sewer District, Mamaroneck Valley Sewer District and Refuse Disposal District charges for the fiscal year beginning January 1, 2023, shall be as follows:

Westchester County

Levy	\$25,993,378
Taxable Assessed Value	147,766,496
Taxable Rate per \$1,000 Assessed Value	175.908468

Blind Brook Sewer District

Levy	\$5,298,260
Taxable Assessed Value	144,716,932
Taxable Rate per \$1,000 Assessed Value	36.611196

Mamaroneck Valley Sewer District

Levy	\$795,727
Taxable Assessed Value	19,918,884
Taxable Rate per \$1,000 Assessed Value	39.948373

Refuse Disposal District No. 1

Levy	\$3,100,144
Taxable Assessed Value	149,036,729
Taxable Rate per \$1,000 Assessed Value	20.801208

And be it further

**RESOLVED**, that the Council does hereby certify to the City Comptroller the above stated levies and tax rates for Westchester County, Blind Brook Sewer District, Mamaroneck Valley Sewer District and Refuse Disposal District No. 1 charges, and the City Comptroller is hereby directed to apportion and extend against each taxable property listed upon the assessment roll of the City of Rye for 2023 at the rates specified, the amount of taxes required to produce the total sums certified and to render tax notices for, and receive and collect, the several sums computed and determined, and, it is further

**RESOLVED**, that the tax warrant of Westchester County be signed by the Mayor and directed to the City Comptroller to collect the amount of said taxes with interest as provided by law and any special assessment heretofore authorized and approved.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 1, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Authorization for the City Manager to enter into an Intermunicipal Agreement with the County of Westchester for Enhanced 911 Service.

**FOR THE MEETING OF:**  
March 15, 2023

**RECOMMENDATION:** That the Mayor and Council authorize the City Manager to enter into the agreement.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

## BACKGROUND:

The previous IMA has expired, and Westchester County was authorized by the Board of Legislators (Act No. 15 – 2023 – see attached) to enter into this agreement with Westchester County municipalities for a five (5) year term commencing on October 1, 2022, and continuing through September 30, 2027.

The primary purpose of this IMA is to define the role of Westchester County and local municipalities regarding the provision of E911 service and the operation of Public Safety Answering Points (PSAPs) located throughout the County. It also provides a necessary legal framework for the County to continue to provide critical hardware and software maintenance for the E911 system/PSAP infrastructure.

See attached documentation.

ACT 15 - 2023

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER**

DRAFT  
IMAs ON FILE

Your Committee is in receipt of a communication from the County Executive recommending the enactment of an Act, which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into inter-municipal Agreements ("IMA"s) with 45 participating local municipalities for the implementation and operation of the County's Enhanced 911 service (hereinafter "E-911").

The County Executive has advised your Committee that since July 1993, E-911 service has been provided within Westchester County. This vital service has been enormously successful in providing necessary assistance to County residents in emergency situations. Among other things, the enhanced 911 feature provides the address from which calls are being made to assist dispatchers in the event the caller is unable to provide that information. Your Committee is advised that that while Carousel Industries of North America, Inc. ("Carousel") now provides installation and operation of Enhanced 911 Service equipment under contract with the County, Verizon New York, Inc. continues to provide installation and operation of the Enhanced 911 Service network (lines and trunks required) in accordance with tariff rates.

The County's IMAs with the forty-five local municipalities authorized by your Honorable Board by Act No. 183-2017 expired on September 30, 2022. I am now requesting that your Honorable Board adopt the attached Act that would authorize the renewal of these agreements for a new five (5) year term commencing on October 1, 2022.

The Department has advised that it will coordinate and manage the project for the County and act as the interface between the municipalities and the telephone company. The municipalities will be responsible for insuring, via appropriate verification of telephone company provided lists, that all housing units in its jurisdiction have a valid street name and number. They will also be responsible for designating which emergency providers (i.e. police, fire, EMS) serve each house. Those responsibilities will be specified in the individual IMAs which will also be used to designate the County to act as agent for the municipalities in their dealings with Carousel and to indemnify the County from any claims or liability from third parties due to actions of the municipalities or their employees.

The Planning Department has advised that the IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Executive's proposal and recommends that your Honorable Board adopt the annexed legislation authorizing the County to enter into individual IMAs with the 45 local municipalities for Enhanced-911 Service.

Dated: January 17<sup>th</sup>, 2023  
White Plains, New York

Vedat Jarihi  
Stefan  
L. J. Zeller  
John  
C. Parker  
Nancy Baur

Joe Al  
Nancy Baur  
L. J. Zeller  
John  
C. Parker  
Nancy Baur

COMMITTEE ON

c:mg10-26-22

Budget & Appropriations

Public Safety

Dated: January 17<sup>th</sup>, 2023

White Plains, New York

***The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.***

**Public Safety**

*Margaret A. Cunzio*

# FISCAL IMPACT STATEMENT

SUBJECT: IMA w/ local Muni's for 911

☒ NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ -

Total Current Year Revenue \$ -

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations ☐ Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

Prepared by: Donna Montera

Title: Director of Admin Services

Department: Information Technology

Date: December 19, 2022

Reviewed By: 

Budget Director

Date: 12/19/22

**ACT NO. 15 – 2023**

**AN ACT** to authorize the County of Westchester to enter into Intermunicipal Agreements with 45 local municipalities to implement and operate Enhanced 911 service and to address any liability issues associated with the operation thereof.

**BE IT ENACTED** by the Board of Legislators of the County of Westchester, as follows:

**Section 1.** The County of Westchester be and hereby is authorized to enter into Intermunicipal Agreements with each of the forty-five (45) municipalities set forth on the attached list, to provide for the implementation and operation of the Enhanced 911 Service and to address any liability issues associated with the operation thereof, for a term commencing on October 1, 2022 and terminating September 30, 2027.

**Section 2.** The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all action reasonably necessary and appropriate to effectuate the purposes hereof.

**Section 3.** This Act shall take effect immediately.

**SCHEDULE "A"**

**E-911 INTERMUNICIPAL AGREEMENTS**  
**MUNICIPALITY/FIRE DISTRICT**

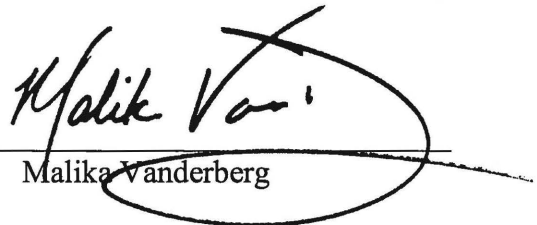
1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN



STATE OF NEW YORK            )  
  )    ss.  
WESTCHESTER COUNTY        )

I **HEREBY CERTIFY** that I have compared the foregoing Act, Act No. 15 - 2023, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on January 23, 2023, and approved by the County Executive on January 27, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 30<sup>th</sup> day of January, 2023.

  
\_\_\_\_\_  
Malika Vanderberg

The Clerk of the Westchester County  
Board of Legislators

County of Westchester, New York



**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)<sup>9</sup>

and

**THE CITY OF RYE**, a municipal corporation of the State of New York, having an office and place of business at 1051 Boston Post Road, Rye, New York 10580 (hereinafter referred to as the “Municipality”)

**WITNESSETH:**

**WHEREAS**, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the “Carousel Industries”), for the installation and operation of Enhanced 911 Service equipment; and

**WHEREAS**, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

**WHEREAS**, by Act No. 15-2023, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2022 and continuing through September 30, 2027; and

**NOW, THEREFORE**, it is mutually agreed by and between, the parties hereto as follows:

1. **Public Safety Answering Points (PSAP’s).**

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

(b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate

(c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

(d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and

(e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and

(f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

2. **Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

3. **Personnel.**

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

#### **4. System Integrity.**

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs, County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

#### **5. Use of 60 Control.**

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related

request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

6. **Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:

(a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.

(b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.

(c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.

(d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

7. **Term.**

This Agreement shall commence on October 1, 2022 and terminate September 30, 2027.

8. **Offer and Contract Voidable.**

(a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the

one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates its agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

**9. Non-Emergency Communication System.**

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

**10. Termination.**

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

**11. Assignment of Agreement.**

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

**12. Conflicts of Interest.**

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

**13. Independent Contractor.**

(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

14. **Entire Agreement.**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

16. **Applicable Law.**

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

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

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
(Name and Title)

**MUNICIPALITY:**

\_\_\_\_\_

By \_\_\_\_\_  
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 15-2023 on the 23<sup>rd</sup> day of January, 2023.

Approved

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



**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ 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 Municipal 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                 )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ 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"**

### **E-911 INTERMUNICIPAL AGREEMENTS** **MUNICIPALITY/FIRE DISTRICT**

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

**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.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 1, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration of a request by the Rye Chamber of Commerce for the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 20, 2023, through Saturday, July 22, 2023, from 9:00 a.m. to 5:00 p.m.

**FOR THE MEETING OF:**

March 15, 2022

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:** That the Council approve the request.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

**BACKGROUND:**

The Rye Chamber of Commerce is requesting that the Council authorize the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 20, 2023, through Saturday, July 22, 2023 from 9:00 a.m. to 5:00 p.m.

See attached request.



March 1, 2023

Ms. Noga Ruttenberg  
Assistant to the City Manager  
City of Rye  
1051 Boston Post Road  
Rye, New York 10580

Re: Rye Chamber of Commerce Sidewalk Sale

Dear Ms. Noga Ruttenberg,

On behalf of the Rye Chamber of Commerce, I am writing to request permission from the City for use of city streets on **July 20, 21 and 22, 2023** for our annual Sidewalk Sales.

Our members will be setting out their own tables and tents with a mindful eye to keep an area clear for pedestrian right of way.

I will contact the Commissioner of the Rye City Police Department to make sure the village officer has extra help to cover the extra traffic and shoppers. An insurance certificate will be provided upon approval.

Thank you in advance for your consideration.

Very truly yours,

Brian Jackson  
President,  
Rye Chamber of Commerce





# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 2, 2023

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration of a request by the Rye Chamber of Commerce for the use of City Car Park #2 on Sundays from May 7, 2023 through December 3, 2023 from 6:30 a.m. to 2:30 p.m. for the Rye Farmers Market.

**FOR THE MEETING OF:**

March 15, 2023

**RECOMMENDATION:** That the Council approve the request.

**IMPACT:** ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

## BACKGROUND:

The Chamber of Commerce requests the use of the southern end of Car Park #2 on Sundays May 7, 2023 through December 3, 2023 from 6:30 a.m. to 2:30 p.m. for the Rye Farmers Market. The City Council is asked to approve the request.

See attached request.



March 1, 2023

Noga Ruttenberg  
Assistant to the City Manager  
City of Rye  
1051 Boston Post Road  
Rye, New York 10580

RE: Rye Farmers Market

Dear Mrs. Ruttenberg:

On behalf of the Rye Chamber of Commerce, I am writing to request permission from the City for use of Parking Lot # 2 southern end on Sundays from 6:30 am – 2:30 pm from May 7, 2023 - December 3, 2023 for the Rye Farmers Market. Market hours are from 8:30 am – 1:00 pm.

Please find attached both the 2023 agreement and site plan.

On the City's approval, I will contact the Rye City Police Department to make sure the village safety officer is aware of this seasonal activity. An insurance certificate will be provided upon approval.

Thank you in advance for your consideration.

Sincerely,

Brian Jackson  
President Rye Chamber of Commerce

**RYE FARMERS MARKET**  
**SITE MAP – 2021 SEASON**

