

CITY OF RYE

NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, February 10, 2010, at 8:00 p.m. in the Council Room of City Hall. *The Council will convene at 7:00 p.m. and it is expected they will adjourn into Executive Session at 7:01 p.m. to discuss labor relations.*

AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Draft unapproved minutes of the regular meeting of the City Council held January 20, 2010.
5. View of the State Report by New York State Assemblyman George Latimer.
6. Residents may be heard who have matters to discuss that do not appear on the agenda.
7. Mayor's Manager Report.
 - Consultant's Report on Hydrology and Flood Related Items.
 - Consultant's Report on Pedestrian Safety Improvements at Oakland Beach Ave.
 - City Planner's Report on Central Business District Streetscape Plan.
8. Bid Award for Pedestrian Safety Improvements PIN 8760.84 (Bid # 2010-01).
Roll Call.
9. Consideration to set a Public Hearing to de-map Edgar Place.
10. Authorization for City Manager to enter into an Inter-municipal Agreement with Westchester County for a Flood Mitigation Project at Blind Brook Dam at Bowman Avenue.
11. Authorization for City Manager to enter into an Inter-municipal Agreement with Westchester County to enable the City of Rye to acquire shelter supplies and equipment for disaster preparedness.
12. Authorize payment of the balance of the 2009/2010 Rye Neck Union Free School District taxes collected by the City to the School District.
Roll Call.
13. One appointment to the Rye Cable Commission to fill out a term expiring on January 1, 2011, by the Mayor with Council approval.

14. Designation of the Chairman of the Rye Cable Commission by the Mayor.
15. Approval of the election of one new member to the Rye Fire Department.
16. Miscellaneous communications and reports.
17. Old Business.
18. New Business.
19. Adjournment.

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The next regular meeting of the City Council will be held on Wednesday, February 24, 2010.



CITY COUNCIL AGENDA

NO. 4

DEPT.: City Clerk

DATE: January 29, 2010

CONTACT: Dawn F. Nodarse

AGENDA ITEM: Draft of the unapproved minutes of the regular Meeting of the City Council held on January 20, 2010, as attached.

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve the draft minutes.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:

Approve the Unapproved Minutes of the regular Meeting of the City Council held on January 20, 2010.

DRAFT UNAPPROVED MINUTES of the
Regular Meeting of the City Council of the City of
Rye held in City Hall on January 20, 2010 at 8:00
P.M.

PRESENT:

DOUGLAS FRENCH Mayor
RICHARD FILIPPI
PAULA J. GAMACHE
PETER JOVANOVICH
SUZANNA KEITH
CATHERINE F. PARKER
JOSEPH A. SACK
Councilmembers

ABSENT: None

The meeting convened at 7:02 p.m. Councilwoman Gamache made a motion, seconded by Councilwoman Keith and unanimously carried, to adjourn into Executive Session to discuss labor relations. Councilwoman Gamache made a motion, seconded by Councilwoman Keith to adjourn the Executive Session at 8:02 p.m. The regular meeting convened at 8:15 p.m.

1. Moment of silence

Mayor French asked everyone to stand for a moment of silence for the late George Croughan.

2. Pledge of Allegiance

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

3. Roll Call

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

Announcements

Mayor French began the meeting with the following announcements:

- The League of Women Voters is holding a session at the Rye Free Reading Room on January 21st at 8:00 p.m. on the topic of shared services. City Manager Frank Culross will be a participant.
- The Parking Subcommittee from Rye will present their findings at the February 11th Rye Town Park Commission meeting.

- There will be a joint meeting between the School Board and City Council on February 9th, prior to the School Board meeting to discuss pedestrian safety. There will be a planning meeting on January 29th for this meeting with the Mayor, Councilwoman Keith, School Board President Josh Nathan, Dr. Shine, City Manager Culross and Bob Zahm.

Councilman Filippi made the following announcements:

- The Better Business Bureau is concerned that people will be using the Census as an opportunity for scams. He advised everyone to ask for identification from anyone saying they are with the Census and never give out financial information or social security numbers. He added that the Census Bureau does not use emails for obtaining their information.
- The Environmental Advocates of New York are advising that there is a move by the State to allow drilling for natural gas on watershed lands around the reservoirs. He advised those who feel strongly about this issue to contact Governor Patterson, Senator Oppenheimer or Assemblyman Latimer with their concerns.

4. Draft unapproved minutes of the regular meeting of the City Council held January 6, 2010

Councilwoman Keith made a motion, seconded by Councilman Filippi and unanimously carried, to approve the minutes of the regular meeting of the City Council held on January 6, 2010, as amended.

5. Westchester County Government Update by Westchester County Legislator Judy Myers

County Legislator, Judy Myers, offered an update on what is happening at the County level relating to the City of Rye. She noted that a meeting had been held with representatives of the County, City and School Board relating to the capital project to rehabilitate the bridge over Playland Parkway at Old Post Road and North Street. She said the County will try to communicate with everyone on what is happening. Rye's concerns about the bridge and sidewalk over the bridge were discussed. She noted that it is the County's contention that the area over the bridge is a space for plowing snow and not a real sidewalk, but an increased walkway will be included in the redesign of the bridge. This project is part of a project to link the Rye and Harrison train stations. She said it is hoped that the bonding authorization for the project will come to the Board of Legislators for approval in the current quarter with the project ultimately going out to bid in about a year.

Ms. Myers said that things in the County are in flux due to the new administration getting settled. The overall mantra will be "how can more be done with less" and the challenge will be how to consolidate, share and streamline services, and still keep government as the safety net it needs to be. Ms. Myers said that two-thirds of the County operating budget was State-mandated. The mandate requires that the services be provided, not how well they are delivered, which is where cuts may be made. She added that she had voted against the County budget and believed that there were more areas where cuts could be made, especially in the areas of overtime for public safety, corrections and probation.

Ms. Myers responded to questions from Councilman Filippi regarding deer culling, coyotes and speeding up the payment to municipalities of mortgage and sales tax receipts.

- An experimental deer cull was conducted in two County parks from November 7 to December 31. A report will be forthcoming. The overall objective is for deer culling to be conducted in less populated areas of the County.
- A Cornell Cooperative study is being conducted in the County relative to coyotes that will be completed by the Spring.
- Mortgage tax is collected and sent out to municipalities twice a year but must be received from the municipalities before it is divided and sent back to the municipalities so it is unlikely that it can be done faster.

Mayor French said he believed the joint goals of the City and County were: 1) regional flood mitigation; 2) pedestrian safety; 3) implementation of affordable housing; 4) 287 planning; and 5) Playland.

Ms. Myers advised the City to sign and return the Intermunicipal Agreement relating to funding for the sluice gate project in order for the money to be processed. She said she was also following up on the money for the Bird Homestead. She said she would be an advocate for the City in any discussions about the future of Playland.

6. Mayor's Manager Report – 1037 Boston Post Road

City Manager Culross gave a brief overview of the property at 1037 Boston Post Road. In March 2006, the City Council authorized the purchase of the property. The purchase agreement provides for 48 monthly payments of \$25,000 with a \$5 million payment due on May 1, 2010. The Agreement was amended in November 2009 granting the City the option to defer the May 1, 2010 payment for up to 24 additional months. It would require an interest payment of 5.75% on the unpaid balance plus a potential hold-harmless adjustment if capital gains tax rates change. The purpose of the acquisition was to address the parking deficit on the City Hall/Rye Free Reading Room campus and to study its potential use as a Police and/or Court facility. In October 2006 the City entered into a five-year lease agreement with the Cloz Companies as tenant. The lease was assigned in July 2008 to Lesters of Rye, LLC. The tenancy expires in February 2012. The City anticipates rent and sewer tax reimbursements of \$275,000 from the tenant. Payments to the former owner and taxes and miscellaneous expenses for this year are roughly \$375,000. The net cost to the City for owning the property is approximately \$100,000 per year. In Fall 2008 the City contracted with JCJ Architecture for the purpose of studying alternative solutions for accommodating the needs of the City Police Department and Court Facility. A draft report was submitted in January 2009.

David Jepson of JCJ Architecture made a presentation relative to the aspects of the report dealing with 1037 Boston Post Road. In 2008 his firm was asked to evaluate the 1037 site as well as the adjoining building at 1031 Boston Post Road to determine if that property would make the site more viable. The criteria used included: it would be a 50 to 70 year building; would meet the program needs of both the police and court facilities; be fiscally responsible in

terms of design and operation once completed; and, be environmentally sensitive and meet all building codes. They worked with both user groups to evaluate their program needs and determined that the court facility needed about 9,000 square feet and the police department needed about 18,000 square feet. Both groups need public areas and operating areas. They looked at three different configurations for the property: 1) a one story facility, which was deemed not practical for the size of the property; 2) a one and one-half story building; and 3) a three story building. Parking drives these types of projects and the parking needs of City Hall and the Library as well as the Police and Court were considered. He described three scenarios for the 1037 site that included: 1) building a one and one-half story building that would necessitate acquiring the building at 1031 to provide a second exit; 2) building a three-story building on the 1037 site; and 3) utilizing the current building. All options included parking decks. He said that the best option was the three-story building.

Council questions and comments included:

- What would the gross cost of the project be? (In the current economy approximately \$23 million.)
- Are there any issues with the current building other than flooding? (The only value of the current building would be the exterior walls, which would be the shell of any renovation.)
- The Council must decide if they want to do the police/court project now that they know it can be done at the 1037 site and have a ballpark estimate of the cost.
- The building may not be worth as much now as when it was purchased so the Council must decide what they want to do before moving on.
- The reason why the JCJ study was not discussed publically before was because one of the options involved the possibility of acquiring the property at 1031 Boston Post Road.
- The City does not have the money to spend on a new police station or courthouse and, therefore, should move on.
- The City should come up with alternative uses for the site and present them to the Council.
- Could the Finance Committee be asked to analyze the situation and come up with options?
- Even if the site is not used for a police station, the City still owes money on the property.

It was the consensus of the Council that City staff should provide a report about options for the site as well as financial implications prior to referring it to the Finance Commission and Planning Commission for their input.

7. Residents may be heard who have matters to discuss that do not appear on the agenda

John Karras, 10 Park Lane, said he was concerned about the temporary parking approval the Council granted on January 6th to allow residents to park on Park Lane overnight. He said that the residents who want to park on Park Lane overnight do not live there. The residents of Park Lane do not receive adequate public works services such as plowing, salting and street cleaning due to the allowed overnight parking. He asked the Council to rescind the temporary approval. Assistant City Manager Pickup said a proposal with off-street parking options is being

vetted by the Traffic and Transportation Committee and would be presented to the Council in February with a recommendation.

Tom O'Connor, 26 Johnson Place, came to ask about the status of the notice process issue. Interim Corporation Counsel Kristen Wilson said that it is anticipated that at the February 24th meeting the Council will consider setting a public hearing on revised local laws depending on receipt of comments received from the Boards and Commissions and staff. *Amy Warner and Janine Lenton, 24 and 22 Johnson Place respectively*, indicated that they had also not received notice of the Board of Architectural Review public hearing on a construction project on Hunt Place.

Nancy Tagliafierro of the firm of Keane & Beane, said she was the attorney for Milton Harbor House and urged the City not to defer the Old Milton Road drainage project that is in the approved capital improvement plan. *Derek Fahey, 720 Milton Road and resident of Milton Harbor House*, also urged the Council not to defer the project.

Henry King, 76 Coolidge Avenue, asked for an update on the Beaver Swamp issue. Mayor French said that the City's consultant, Laura Tessier, has reviewed the revised plan submitted by the Town of Harrison and will file a response. The Administrative Law Judge (ALJ) set a preliminary deadline of January 28th for providing comments.

Bob Zahm, 7 Ridgewood Drive, said he was excited that the joint meeting of the City Council and School Board on pedestrian safety has been scheduled. He also offered thanks to County Legislator Judy Myers, Councilwoman Keith, City staff and representatives of County Departments for the meeting that was held regarding the Playland Access Bridge. He asked that since the County has agreed to do the work to expand the "sidewalk" over the bridge that the City consider repainting pedestrian crosswalk markings on both sides of the bridge prior to the end of the school year. He also thanked Councilwoman Keith, Assistant City Manager Pickup and Brian Dempsey, Chair of the Traffic & Transportation Committee (T&T), for walking the Boston Post Road and Old Post Road from Osborn School to the Playland Access Drive in order to understand the situation. He additionally asked about the status of the completion of traffic citation numbers for 2009.

Craig Dreves, 325 Milton Road, said he would like to create a time capsule project to mark the 350th Anniversary of the Town of Rye. He said it is an opportunity to make history, leave a mark and send a message to the future and could bring the community together, and he hoped the City would be on board with the project. *Sherry Jordan of the Rye Historical Society* said the Historical Society has many events planned to celebrate the 350th Anniversary and the idea of working with the community, especially the children, fits into their mission. She said she hopes the time capsule could be put on Historical Society property and would like the backing of the City.

8. Continuation of public hearing to amend Chapter 53, "Architectural Review" of the Code of the City of Rye by amending §53-3 "Meetings and Procedures of Board" regarding noticing requirements for applications and to rescind Chapter 68-8(G) "Building and

Demolition Permits”. (Ministerial function only to close the public hearing. No action will be taken by the City Council.)

Interim Corporation Counsel said this agenda item was a ministerial function to close a public hearing. It is anticipated that a new amendment will be before the Council in February.

Councilwoman Keith made a motion, seconded by Councilman Filippi and unanimously carried to close the public hearing on an amendment to Chapter 53, “Architectural Review” that was originally opened on December 16, 2009.

9. Public hearing to restrict parking on Midland Avenue by amending changes to local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-19, No Parking Any Time, to not allow parking on the eastbound side of Midland Avenue from Ellis Court to Grace Church Street

The public hearing was opened and Mayor French asked if anyone wanted to speak on the proposed law. Brian Dempsey, Chair of the T&T Committee, said that the Committee met with Mr. Amico on the matter regarding the request to eliminate on-street parking on the east side of Midland Avenue between Goldwin Street and Ellis Court. Currently there is no on-street parking North of Goldwin Street. The Committee has reviewed the request and is in favor of the proposal because it will have limited impact to on-street parking. Possible negatives are an increase in speeding due to a wider road and impact to side streets from patrons of Bellusios. The Committee is recommending that people who park for “Soccer Saturdays” be encouraged to park in the parking lot behind Midland School.

Council questions and comments included:

- How many parking spaces would be affected? (Six)
- Why is the Committee in favor of this change now when they were opposed to it in a December 2, 2009 memo? (The Committee was in favor of the change at this location but against a similar request for restricted parking north of this area on the west side of Midland Avenue.)
- Rye Youth Soccer should be notified about the change.

Councilman Filippi made a motion, seconded by Councilwoman Keith and unanimously carried, to close the public hearing. Councilwoman Keith made a motion, seconded by Councilman Filippi, to adopt the following local law:

**LOCAL LAW
CITY OF RYE NO. 1 OF 2010**

**A LOCAL LAW AMENDING CHAPTER 191 “VEHICLES AND TRAFFIC” SECTION
191-19 “NO PARKING ANY TIME” OF THE CITY CODE OF THE CITY OF RYE FOR
THE PURPOSE OF PROHIBITING ON-STREET PARKING ALONG MIDLAND
AVENUE FROM ELLIS COURT TO GRACE CHURCH STREET**

Be it enacted by the City of Rye, in the County of Westchester, as follows:

Section 1. **§ 191-19. No parking any time [Added 5-15-1963 by Ord. No. 4-1963] is hereby amended to read as follows:**

The parking of vehicles is hereby prohibited in all of the following locations:

Name of Street	Side	Location
Midland Avenue	East	Ellis Court to Grace Church Street

Section 2. Severability

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder thereof.

Section 3.

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

ROLL CALL:

AYES: Mayor French, Councilmembers Filippi, Gamache, Jovanovich,
 Keith, Parker and Sack
NAYS: None
ABSENT: None

The local law was unanimously adopted.

10. Update on Midland Avenue Improvements

Prior to discussing Midland Avenue improvements, Brian Dempsey, Chair of T&T, updated the Council on other “Stimulus” projects. Bids have been opened and it is projected that construction will start in March. There is a tight time frame for completing the work based on the State and Federal funding.

- At the intersection of Playland Parkway and Forest Avenue, crosswalks and handicapped ramps will be added, pedestrian signals will be updated and a sidewalk will be constructed near Rye Beach Pharmacy and the Playland Market.
- The traffic signals at Library Lane and Purchase Street will be redone and brought up to State standards. The pedestrian crossings will be updated to provide countdown signals for the visually impaired.
- A sidewalk will be constructed along the Boston Post Road from Johnson Place to the Mamaroneck line.
- The sidewalk along Oakland Beach Avenue from west of Allendale Drive to Red Oak Lane will be rebuilt and a curb will be put in.

In connection with Midland Avenue, four, solar-powered, speed measurement signs will be added. There will be one on each side of Midland School and the others will be on either side of Palisade Road. These signs have been shown to be effective in reducing speed. The major improvement at the intersection of Midland and Palisade Road is the construction of a bump-out, which is an extension where the sidewalk is pushed out into the road approximately six to eight feet. It will replace the striping on the road with a physical barrier that reduces the travel width of the road and should slow the traffic and improve sight distances coming out of Palisade Road. The option of a stop sign at this location has been considered, not only by T&T but also by Traffic Engineers who are in agreement with T&T and are not in favor of putting a stop sign at this location. Stop Signs should not be used for speed control as they can sometimes increase speed due to drivers trying to make up the time they lose at a stop sign. When they are put in where not warranted, they increase driver frustration and many either don't stop or roll through the sign. Unwarranted stop signs also increase the chance of rear-end accidents because people are not expecting to stop. The Committee recommends increasing education to the students and the public in general in connection with correct procedures for crossing and also to see what happens after the stimulus projects are implemented.

Council questions and comments included:

- The City's team has been working on this issue but it is critical to look at Midland Avenue as a whole, including the crosswalks at Midland School. (T&T has been looking at all the issues facing Midland Avenue. Midland School has asked for an additional crosswalk located near the driveway of the former Administration Building and there are issues with having two crosswalks close together.)
- Would T&T recommend putting a stop sign at a location other than Palisade and Midland? (No)
- Should bump-outs be put in other locations along Midland Avenue? (Test the ones being installed first.)
- There is some public sentiment for putting up a temporary stop sign to determine if it could make a difference. (T&T is concerned about temporary stop signs, but if one is put in, additional on-street parking should be eliminated so people can see the sign.)
- How many accidents have there been in Rye in the past year at stop signs due to cars stopping short? (Data received by T&T is not that detailed. There are only a few locations where stop sign placement is an issue.)
- What are the benefits of stop signs and traffic lights? (Stop signs are designed to regulate traffic at certain locations where traffic needs to be regulated. There are certain requirements as to when they should be put in.)
- Determining if a stop sign is needed is an art not a science and there is much subjectivity in the decisions. (There is engineering judgment used and the Manual on Uniform Traffic Control Devices (MUTCD) guidelines are included in the City Stop Sign Policy.)
- Stop Signs are not just for speed control, but also to create awareness and actually stop traffic. (The State guidelines say stop signs are not to be used for speed control.)
- Why wouldn't a stop sign placed at Palisade and Midland be obeyed? (Based on the type of traffic on the road, it is believed, not just by T&T but by County Engineers, that drivers would think it is an unwarranted stop sign.)

- Will there be signage to alert people of the crosswalk? (Yes, on each side of the crosswalk.)
- Is there a relationship between enforcement and safety? (Enforcement does help improve safety.)
- Do cars parked on-street serve as traffic calming? (It narrows the street and causes people to drive slower.)
- Do bump-outs calm traffic in the same way? (Yes, they also narrow the roadway as well as improving sight lines.)
- Not one traffic engineer has supported putting a stop sign at Midland Avenue and Palisade Road. The Council looks to experts for their advice.
- How will the bump-out slow the traffic flow when it is only on the Palisade Road side of Midland Avenue? (Parking is already prohibited on the other side of the street. A bump-out on the other side would be in the travel lane.)
- Would better enforcement statistics help T&T in giving recommendations? (A member of the Committee gets the statistics from the Police Department. The City averages one accident a day. This area does not have a high incidence of vehicular accidents.)

Members of the public commenting included: *Rita Moreira, Jim Amico and Rene Lipsio*. Their comments included:

- Something must be done.
- Stop signs are to stop traffic and regulate it, they don't cause accidents.
- The bump-out will not slow traffic – only enforcement and a stop sign will regulate traffic.
- Education won't work – children won't change their habits.
- The Council must deal with the problem.
- A stop sign should be put up – it will work.

Additional Council comments included:

- Could the Engineers come back and explain why a stop sign couldn't be put at the Midland and Palisade intersection? (If the City requests it, the County will provide a letter explaining their position.)
- Is there legal exposure if a stop sign is put up and there is an accident?
- There is no clear cut answer on the stop sign issue. It should be tried. Action is better than inaction. (T&T is unanimous in their opinion. If they felt it would help they would have recommended it.)
- T&T should vet the idea of a temporary stop sign as an option. (A reason for the implementation of the Stop Sign policy was to get the City to follow State guidelines.)
- Would putting up a stop sign jeopardize the stimulus funding? (It could, and if it did, it would jeopardize the funding for all the other projects as well because they are all considered one project.)
- Could the crosswalk be moved later? (After the project is completed and approved; changing the project now could put the entire stimulus project at risk.)
- Changes should not be contemplated if they put stimulus funds at risk.

- There are two options: 1) put a temporary stop sign in before doing the stimulus work and do a speed study with the County; and 2) do the stimulus work and then put the stop sign in.
- Move ahead with the projects as planned and get recommendations on stop signs.

Prior to making appointments to Boards and Committees, Mayor French said it was important that the Board police themselves and recuse themselves when necessary to avoid conflicts of interest.

11. Two appointments to the Board of Appeals for three-year terms, by the Mayor with Council approval

Mayor French made a motion, unanimously carried, to reappoint Anthony Piscionere and Tamara Mitchel to the Board of Appeals for three-year terms expiring on January 1, 2013.

12. One appointment to the Board of Architectural Review for a three-year term, three appointments to fill out a term expiring on January 1, 2011, and one appointment to a term expiring on January 1, 2012, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to appoint Mark Schindler to a three-year term expiring on January 1, 2013; Eugene McGuire, David Cutner and John Clark to terms expiring on January 1, 2011; and Robin Jovanovich to a term expiring on January 1, 2012.

13. Designation of the Chairman of the Board of Architectural Review by the Mayor

Mayor French designated Eugene McGuire as the Chairman of the Board of Architectural Review for a one year term.

14. One appointment to the Board of Ethics for a three-year term, and one appointment to fill out a term expiring on January 1, 2012, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint Edward B. Dunn to a term expiring on January 1, 2012 and John Alfano to a three-year term expiring on January 1, 2013.

The Mayor added that Interim Corporation Counsel Kristen Wilson will also serve on the Board of Ethics.

15. Three appointments to the Conservation Commission/Advisory Council for three-year terms, two appointments to fill out a term expiring on January 1, 2011, and two appointments to fill out a term expiring on January 1, 2012, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint Lorie DeCaro and to appoint Kristina Bicher and Sara Goddard to three-year terms expiring on January 1, 2013; to

appoint Brigit Townley to term expiring on January 1, 2012; and to appoint Marci Raab to a term expiring on January 1, 2011.

16. Designation of the Chairman of the Conservation Commission/Advisory Council by the Mayor

Mayor French designated Loriel DeCaro as the Chairman of the Conservation Commission/Advisory Council for a one-year term.

17. Four appointments to the Finance Committee for a three-year term, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint David Mullane, Michael Caponiti and Frederic Dunn and appoint David Blank to three-year terms expiring on January 1, 2013.

18. Three appointments to the Landmarks Advisory Committee for three-year terms, and one appointment to fill out a term expiring on January 1, 2012, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint George Zahringer and appoint Laura Brett and Rex Gedney to three-year terms expiring on January 1, 2013; and appoint Mauro Sax to fill out a three-year term expiring on January 1, 2012.

19. Two appointments to the Planning Commission for three-year terms, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint Barbara Cummings and Carolyn Cunningham to three-year terms expiring on January 1, 2013.

20. Designation of the Chairman of the Planning Commission, by the Mayor

Mayor French designated Barbara Cummings as the Chair of the Planning Commission for a one-year term.

21. Four appointments to the Recreation Commission for three-year terms, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint Frank Adimari and Bart DiNardo and appoint Lisa Dempsey and Jonathan Peters to three-year terms expiring on January 1, 2013.

22. Designation of the Chairman of the Recreation Commission by the Mayor

Mayor French designated Bart DiNardo as Chairman of the Recreation Commission for a one-year term.

23. Three appointments to the Rye Cable Commission for three-year terms, two appointments to fill out a term expiring on January 1, 2011, and two appointments to fill out a term expiring on January 1, 2012, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint Stephen Fairchild and appoint Ken Knowles and Mary Ellen Doran to three-year terms expiring on January 1, 2013; and appoint Susan Olson to a term expiring on January 1, 2012; and appoint Mark Delli Colli to a term expiring on January 1, 2011.

24. Designation of the Chairman of the Rye Cable Commission by the Mayor

This appointment was deferred to the next meeting.

25. Three appointments to the Traffic and Transportation Committee for three-year terms, and one appointment to fill out a term expiring on January 1, 2012, by the Mayor with Council approval

Mayor French made motions, unanimously carried, to reappoint Brian Dempsey, Denver Boston and John Gray to three-year terms expiring on January 1, 2013; and appoint Stacy Koenig to a term expiring on January 1, 2012.

26. Designation of the Chairman of the Traffic and Transportation Committee by the Mayor

Mayor French designated Brian Dempsey as Chairman of the Traffic and Transportation Committee for a one-year term.

27. Consideration of establishing the Rye Governmental Relations Committee

Mayor French said he found that there was a great deal of pending legislation that comes down from the State and County relative to labor relations and grant opportunities. He said he felt it would be helpful to have a Committee that would look at these issues. He asked the other members of the Council to comment on a proposed Resolution prepared by Interim Corporation Counsel Wilson:

Council comments and questions included:

- What is the basic function of the Committee? (When Subcommittees are formed they have to learn the government structure in order to do their work. If there was one group focused on governmental relationships, they could report back to the Council on opportunities or actions that the Council or the public were not aware of.)
- City staff already does this and has a great depth of knowledge on these issues.
- The City Council already is the Government Relations Committee.
- The Committee is an opportunity for the cities and towns in Westchester to get together and rally for key issues in the State with guidance from the Council.
- How will staff fit in? Should staff guide the Committee in terms of what issues they should explore?

- Staff should not get involved in political issues. Maybe the role of the Committee is to provide input as it relates to politics.
- It is the role of the Council to represent the City's interests to other officials.
- It is not the job of individual Council members to lobby government officials.
- There are two components: 1) a legislative research committee to look at proposed legislation and identify its impacts on the City; and 2) the role of lobbyist, which is more controversial.
- It would be an asset to have a group that would reach out to other Sound Shore communities and report back to the Council in order to find mutual ground.
- The Committee could look at pending legislation in order to shape City policy.
- There is no benefit to the Committee. Individual subcommittees should be formed regarding specific issues.
- A special committee would avoid subcommittees having to go through the learning curve and would accelerate the process.

The Resolution was tabled.

28. Consideration of resolution to increase the size of the Finance Committee

Mayor French said that, as discussed at the last meeting, the Finance Committee will have a great deal to do and more members will allow for the creation of subcommittees.

Councilman Jovanovich made a motion, seconded by Councilwoman Gamache and unanimously carried, to adopt the following Resolution:

WHEREAS, the City Council finds that there is a demand for greater financial analysis in both range of topics as well as the depth of research; and

WHEREAS, the City Council finds that there is also a greater need for specialization in specific subject matters; and

WHEREAS, in order to meet these new demands and needs, the City Council would like to expand the existing Finance Committee membership from nine (9) to up to eleven (11) members;

NOW, THEREFORE, BE IT RESOLVED, that the resolution establishing a Finance Committee for the City of Rye, adopted February 5, 1997 and amended on January 16, 2002 and February 15, 2006, be amended as follows to increase the size of the committee from 9 members to 11 members.

“WHEREAS, citizen advisory committees form an important governmental foundation in the City of Rye; and

“WHEREAS, past financial advisory committees of limited duration have supplied important citizen input on budget and other City financial matters; and

“WHEREAS, the City Council encourages the creation of temporary subcommittees of additional volunteers to leverage citizen expertise in particular subject matters; and

“WHEREAS, whenever there is a conflict or an appearance of a conflict between a particular member and a subject matter, that person shall recuse him or herself from any discussion on the matter so that objectivity may be maintained; and

“WHEREAS, against the above background of success, it is in the best interests of the City to establish a permanent citizens’ advisory committee on finances;

“NOW, THEREFORE, BE IT RESOLVED, that a permanent Finance Committee for the City of Rye is hereby established to consist of eleven members, all residents of Rye, to serve for three-year terms, except that one of the appointments made in January 2010, shall be for a two-year term expiring on January 1, 2012 and the other appointment made in January 2010 shall be for a three-year term expiring on January 1, 2013 so that term expiration of the eleven member Commission shall be staggered; and be it further

“RESOLVED, that the members of the Finance Committee shall be appointed by the City Council, and that one member shall be designated by the Finance Committee as Chairman; and be it further

“RESOLVED, that the Committee shall have the following duties:

- 1) To advise the City Council on appropriate revenue and expenditure policies and financial policies;
- 2) To review quarterly and annual financial statements of the City and report findings to the City Council;
- 3) To review the annual budgets of the City, including all the funds therein, and report their findings to the City Council;
- 4) To undertake such other studies as shall be assigned to them or as they shall deem appropriate to assure that the financial condition and policies of the City are sound and that the taxpayers are receiving appropriate value.
- 5) Any dispute or conflict shall be settled by a majority vote of the Committee.”

29. Consideration of resolution to increase the size of the Rye Cable Television Committee

Mayor French said the idea was to expand the role of the Cable Committee in order to reflect the expansion of media since the Committee was established. He asked Interim Corporation Counsel Wilson to modify the Resolution to reflect these changes. The Resolution was tabled until the next meeting.

30. Consideration to set a Public Hearing to amend Chapter 10, "Committees" of the Code of the City of Rye by rescinding Article III to dissolve the Youth Advisory Committee

Interim Corporation Counsel Wilson said that since the Youth Advisory Committee is part of the City Code, a local law must be adopted to rescind that portion of the City Code. Mayor French said that the Committee has not met since 2005 and there may be other ways to get youth involved. Other members of the Council said there should be discussion about the purpose of the Committee prior to its being disbanded.

Mayor French made a motion, seconded by Councilman Filippi and unanimously carried to adopt the following Resolution:

WHEREAS, the Council wishes to amend Chapter 10, Committees, of the Code of the City of Rye by rescinding Article III to dissolve the Youth Advisory Committee; and

WHEREAS, it is now desired to call a public hearing on such proposed amendments to the law, now, therefore, be it

RESOLVED, by the Council of the City of Rye as follows:

Section 1. Pursuant to Section 20 of the Municipal Home Rule Law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City on February 24, 2010 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning such proposed local law.

Section 2. Such notice of public hearing shall be in substantially the following form:

**PUBLIC NOTICE
CITY OF RYE**

Notice of Public Hearing to amend Chapter 10, "Committees", of the Code of the City of Rye by rescinding Article III to dissolve the Youth Advisory Committee

Notice is hereby given that a public hearing will be held by the City Council of the City of Rye on the 24th day of February, 2010 at 8:00 P.M. at City Hall,

Boston Post Road, in said City, at which interested persons will be afforded an opportunity to be heard concerning a proposal to amend Chapter 10, "Committees", of the Code of the City of Rye by rescinding Article III to dissolve the Youth Advisory Committee.

Copies of said local law may be obtained from the office of the City Clerk.

Dawn F. Nodarse
City Clerk
Dated: February 12, 2010

31. Consideration to set a Public Hearing to amend Article 20A, "Traffic and Transportation Committee" of the Charter of the City of Rye, Section C20A-2 to expand the number of members on the committee

Councilman Filippi made a motion, seconded by Councilwoman Keith and unanimously carried, to adopt the following Resolution:

WHEREAS, the Council wishes to amend the Charter of the City of Rye, Article C20A-2, Traffic and Transportation Committee" by changing the name of the committee to the "Traffic and Pedestrian Safety Committee" and amending Section C20A-2, "Appointment" to expand the number of members of the committee; and

WHEREAS, it is now desired to call a public hearing on such proposed amendments to the law, now, therefore, be it

RESOLVED, by the Council of the City of Rye as follows:

Section 1. Pursuant to Section 20 of the Municipal Home Rule Law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City on February 24, 2010 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning such proposed local law.

Section 2. Such notice of public hearing shall be in substantially the following form:

**PUBLIC NOTICE
CITY OF RYE**

Notice of Public Hearing to amend the Charter of the City of Rye, Article C20A-2, Traffic and Transportation Committee" by changing the name of the committee to the "Traffic and Pedestrian Safety Committee" and amending Section C20A-2, "Appointment" to expand the number of members of the committee.

Notice is hereby given that a public hearing will be held by the City Council of the City of Rye on the 24th day of February, 2010 at 8:00 P.M. at City Hall, Boston Post Road, in said City, at which interested persons will be afforded an opportunity to be heard concerning a proposal to amend the Charter of the City of Rye, Article C20A-2, Traffic and Transportation Committee” by changing the name of the committee to the “Traffic and Pedestrian Safety Committee” and amending Section C20A-2, “Appointment” to expand the number of members of the committee.

Copies of said local law may be obtained from the office of the City Clerk.

Dawn F. Nodarse
City Clerk
Dated: February 12, 2010

32. Update on the 2010 Capital Improvement Budget

In response to a request made at the last Council meeting, City Manager Culross said that a substantial portion of what was in the 2010 Capital Improvement Budget was allocated to traffic and safety projects. He said that cash flow and issues related to the economy were taken into consideration in the preparation of the 2010 budget. He added that it is to the City’s advantage to pay all or as much of the \$5 million that is owed on 1037 Boston Post Road prior to May 1, 2010 as possible. City staff has been looking at ways to come back to the City Council with recommendations to pay for things by bonding that are normally paid for with cash, in order to free up the cash for the 1037 Boston Post Road payment. Staff has identified some projects in the Capital Improvement Plan that are less critical than others, where cash can be reallocated.

Council comment and questions included:

- The Council might want to focus on deferral of projects for other reasons than to speed up pedestrian safety projects.
- There should be a public discussion on the Rye Meeting House relative to its recreational and educational purposes prior to money being spent. The only reason to spend money on the site would be historic preservation and there is no organization in existence to use the house. There are more immediate needs for recreation funds than this property.
- Is there any opportunity to move money around to deal with additional pedestrian issues?
- All governments are looking at capital projects. What projects should be slowed down?
- Projects not on the current list should be the subject of separate discussions.
- What is the source of the funding for the capital project at the Meeting House? (It is City money. The project would stabilize the foundation but would not change the look of the building.)
- The reason for this discussion is for the Council to provide feedback to staff prioritizing projects that have been approved.

- If the adopted capital budget is overturned does it open the door to overturning the operating budget? Don't look at this as a way to go back to the drawing board.
- If the Gagaliardo restroom project is deferred how long does the City have to use the money from the Recreation Bond? (The Council should not do projects that they don't think are viable. It is not critical that the money be spent this year.)
- Should the Council authorize staff to start working on certain projects listed in the City Manager's memo and table others for future discussion?
- Public hearings were held on the budget before it was adopted.
- There is a difference between mixing and matching projects and deferring projects due to economic concerns.
- Pedestrian safety issues are more crucial to the health and safety of the public and should be accelerated.

Councilman Filippi made a motion, seconded by Councilwoman Keith, to adopt the following Resolution:

RESOLVED that the City Council directs the City Manager and City staff to start with projects listed in the January 15, 2010 memorandum from the City Manager starting with the ARRA Stimulus projects through the Cedar Place Sewer project; but excepting those projects listed in paragraphs six through nine of the memorandum until further discussion is held.

Councilman Sack questioned the need for the Resolution, saying that the adopted budget provided the authority to spend, but was not a mandate to spend. The City Manager would have come to the Council if he believed projects needed to be deferred. City Manager Culross said his memo was not a priority list. He said he wanted to know what projects the Council wanted to proceed with prior to staff beginning work on the projects. Mayor French indicated that he felt the Council needed further information on certain projects prior to adopting a Resolution.

ROLL CALL:

AYES: Councilmembers Filippi, Jovanovich and Keith
NAYS: Mayor French, Councilmembers Gamache, Parker and Sack
ABSENT: None

The motion was defeated by a vote of 4-3.

33. Resolution to declare certain equipment as surplus
Roll Call.

Councilwoman Keith made a motion, seconded by Mayor French to adopt the following Resolution:

WHEREAS, the Coordinator of Computer Services has determined that the following equipment is obsolete or otherwise no longer useful to the City:

MAKE	MODEL	SERIAL NO.
HP	L1925 monitor	CNB42903LS

DRAFT UNAPPROVED MINUTES - Regular Meeting - City Council
January 20, 2010 - Page 19

COMPAQ	TFT5030 monitor	224BL72UX120
COMPAQ	TFT5030 monitor	21BL72UP052
COMPAQ	TFT5030 monitor	148BL72UK131
COMPAQ	TFT5030 monitor	150BL72UP142
COMPAQ	TFT5030 monitor	205BL72UP335
COMPAQ	TFT5030 monitor	205BL72UP404
COMPAQ	TFT5030 monitor	205BL72UP252
COMPAQ	TFT5030 monitor	226BL72UX005
ELO	ET1515L monitor	726122403C
ELO	ET1515L monitor	726141967C
ELO	ET1515L monitor	727137182C
ELO	ET1515L monitor	727137154C
ELO	ET1515L monitor	726147702C
ELO	ET1515L monitor	726122405C
COMPAQ	1720 monitor	CN2500C134
COMPAQ	1720 monitor	CN2510K700
COMPAQ	S720 monitor	206CP43AA799
COMPAQ	S720 monitor	132CL43ZN193
SAMSUNG	SYNCMaster 700B monitor	H8WJ900935M
SAMSUNG	SYNCMaster 700B PLUS monitor	KG17H8OK110321M
COMPAQ	P1220 monitor	209FD21EB167
COMPAQ	V50 monitor	702BC06RA546
HP	1702 monitor	CNC522207Q
COMPAQ	TFT5030 monitor	210BL72UP810
SAMSUNG	150S monitor	GG15HVET928266F
COMPAQ	PROSIGNIA 200 computer	D847BWP10092
SCI EDGE	SCI EDGE computer	35817
COMPAQ	DESKPRO computer	6949CJN4L747
SCI EDGE	SCI EDGE computer	8798
COMPAQ	DESKPRO computer	6911CL94A157
COMPAQ	DESKPRO computer	L3B750AMULK190
COMPAQ	DESKPRO computer	6911CL94A105
COMPAQ	DESKPRO computer	6011DFL5A320
COMPAQ	DESKPRO computer	X116FR3ZA373
COMPAQ	DESKPRO computer	6850CKF2A044
COMPAQ	PROLIANT 800 computer	D806BJW10839
COMPAQ	EVO computer	W238KN9ZC160
COMPAQ	EVO computer	W238KN9ZC158
HP COMPAQ	EVO computer	2UA6261K7R
HP COMPAQ	EVO computer	USU40409V9
COMPAQ	EVO computer	X221JYHZB745
COMPAQ	EVO W6000 computer	6Y26KN7Z300J
COMPAQ	DESKPRO computer	6852CBM2A295
COMPAQ	EVO computer	X218JYHZC639
COMPAQ	EVO computer	X213JYHZB138
HP COMPAQ	HP COMPAQ computer	USW40303X9
COMPAQ	EVO computer	X215JYHZB201
COMPAQ	EVO computer	X215JYHZA436
HP	DX2300 MICROTOWER computer	MXL71306CS
HP	DX2300 MICROTOWER computer	MXL71305ZQ
HP	DX2300 MICROTOWER computer	MXL71306GF

NOW, THEREFORE, BE IT RESOLVED, that the aforementioned equipment be declared surplus and disposed in a manner determined by the City Comptroller to be in the best interests of the City.

ROLL CALL:

AYES: Mayor French, Councilmembers Filippi, Gamache, Jovanovich,
Keith, Parker and Sack
NAYS: None
ABSENT: None

The motion was adopted unanimously.

34. Miscellaneous communications and reports

There was nothing reported under this item.

35. Old Business

Councilman Sack asked the City Manager to provide the Council with an update on issues relating to Hen Island.

36. New Business

Interim Corporation Counsel Wilson said that in Executive Session the Council had discussed litigation that had recently been commenced against the Zoning Board of Appeals and action should be taken to authorize Counsel to respond on behalf of the City.

Councilwoman Gamache made a motion, seconded by Councilman Filippi and unanimously carried, to adopt the following Resolution:

RESOLVED, that the firm of DelBello, Donnellan, Weingarten, Wise and Wiederkehr, LLP is hereby authorized to defend the Zoning Board of Appeals in an Article 78 proceeding commenced by Andrew Delli Paoli.

Mayor French appointed Councilwoman Parker as Council liaison to the Port Chester/Rye/Rye Brook Ambulance Corp. and Councilwoman Keith as co-liaison, along with the Mayor, to the Board of Education.

37. Adjournment

There being no further business to discuss, Councilman Sack made a motion, seconded by Councilwoman Gamache and unanimously carried, to adjourn the meeting at 12:33 a.m.

Respectfully submitted,

Dawn F. Nodarse
City Clerk



CITY COUNCIL AGENDA

NO. 7

DEPT.: City Council

DATE: February 1, 2010

CONTACT: Mayor Douglas French

AGENDA ITEM: Mayor's Management Report

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Manager provide a report on requested topics.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Mayor has requested an update from the City Manager on the following:

- Report on Hydrology and Flood Related Items at Bowman Avenue Damn/Sluice Gate given by WSP Sells.
- Report on Pedestrian Safety Improvements at Oakland Beach Avenue given by Kellard Sessions Consulting, P.C.
- Report on Central Business District Streetscape Plan given by City Planner Christian K. Miller, AICP.



CITY COUNCIL AGENDA

NO. 8 DEPT.: Engineering DATE: February 1, 2010
CONTACT: George J. Mottarella, City Engineer, PE, PLS

ACTION: Bid Award for Pedestrian Safety Improvements PIN 8760.84 (Bid # 2010-01).

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

N/A

RECOMMENDATION: That the City Council award the bid to the low bidder, Bilotta Construction Corp., in the amount of \$633,706.53 as recommended by the City Engineer.

IMPACT: Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: Five bids were received and tabulated. The low bidder, Bilotta Construction Corp. meets all the Federal/State and Municipal specifications for the Sidewalk/Pedestrian Improvements which were approved under the TIP Amendment #8760.84.

The six projects totaling \$695,000 (Construction Cost + Inspection and Administration) include the following:

1. Library Lane signal and pedestrian phase signals, ADA compliant curb cuts	\$195,000
2. Playland Parkway @ Forest Avenue pedestrian improvements (westerly & southerly legs)	\$ 85,000
3. Midland @ Palisades (speed table) intersection improvements	\$ 85,000
4. New sidewalk (Johnson Place to Mamaroneck Line) 1800 LF of sidewalk	\$160,000
5. Oakland Beach Avenue sidewalk improvements (2000 LF sidewalk)	<u>\$170,000</u>
Total	\$695,000



CITY OF RYE
CITY HALL • RYE, NEW YORK 10580
TELEPHONE (914) 967-5400

ENGINEERING DEPARTMENT MEMORANDUM


DATE: February 5, 2010
TO: Frank J. Culross, City Manager
FROM: George J. Mottarella, City Engineer
SUBJECT: Bid Recommendation for Contract No. 2010-01 Pedestrian Safety Improvements and ADA Ramps – PIN 8760.84

In Regards to the aforementioned contract,

I have checked and tabulated the five (5) bids received for the above referenced contract. A copy of the bid results is attached for your convenience. I recommend the bid be awarded to the low bidder, Bilotta Construction Corporation, in the amount of six hundred thirty three thousand seven hundred six dollars and fifty three cents (\$633,706.53). They have done quality work for us in the past.

There are sufficient funds for this project in this year's budget.

Very truly yours,


George J. Mottarella, P.E., P.L.S
City Engineer

Contract No. 2010-01 - Pedestrian Safety Improvements and ADA Ramps

Position	Contractor	Contractor's Bid	Engineer's Check	Dollar Amount Above Low Bid	% Above Low Bidder
1	Bilotta Construction Corporation	\$639,306.53	\$633,706.53	\$0.00	0.00%
2	ELQ Industries	\$692,779.00	\$692,779.00	\$59,072.47	9.32%
3	Peter J. Landi Inc.	\$718,995.00	\$718,995.00	\$85,288.47	13.46%
4	Contech Construction Technologies	\$792,358.19	\$792,298.19	\$158,591.66	25.03%
5	Structural Contracting Services	\$946,055.00	\$946,055.00	\$312,348.47	49.29%



CITY COUNCIL AGENDA

NO. 9

DEPT.: Planning

DATE: February 2, 2010

CONTACT: Christian K. Miller, AICP, City Planner

AGENDA ITEM: Consideration to set a Public Hearing to de-map Edgar Place.

FOR THE MEETING OF:

February 10, 2010

**RYE CITY CODE,
CHAPTER
SECTION**

RECOMMENDATION: That the Council set a public hearing date.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other: Land Use

BACKGROUND:

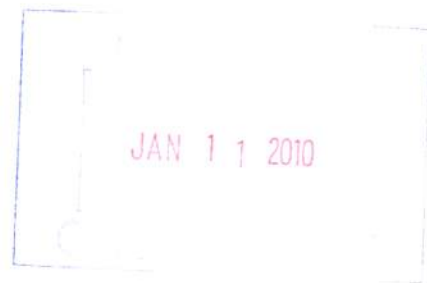
Since February 2009, the Rye Planning Commission has been reviewing an application to construct a 22-unit development on Cottage Street. The project would include 18 affordable units and 4 market rate units. Variances for this application were granted by the City Board of Appeals in May 2009. It is anticipated that the project will receive funding from Westchester County, which has requested in a January 2010 letter (see attached) that there be no condition on the approval that limits the project to senior residents. At its February 2, 2010 meeting, the Planning Commission modified its December 2009 approval to remove the senior age-restricted condition. To address potential off-site parking concerns, the Commission preserved in its approval a requirement that the project be limited to 11 one-bedroom units and 11 one-bedroom units with den (see attached resolution).

The project requires the use of Edgar Place. This right-of-way is unimproved, but is shown on the City's Official Map. In its resolution the Planning Commission supports the de-mapping of this right-of-way for use for the affordable housing development. It is recommended that the City Council set a public hearing for its next available meeting to consider the de-mapping of Edgar Place.

Robert P. Astorino
County Executive

Department of Planning

Edward Burroughs, AICP
Acting Commissioner



January 7, 2010

Mr. Christian K. Miller, City Planner
Office of City Planning
City of Rye
City Hall
1051 Boston Post Road
Rye, NY 10580-2996

SUBJECT: Rye-Cottage Holdings, LLC. Inc. Final Site Plan and Use

Dear Mr. Miller:

The Westchester County Department of Planning has been informed that the City of Rye Planning Commission has issued its Final Site Plan and related approvals for the proposed moderate –income development referred to as the Rye Cottage site. We are pleased that the site plan has met the requirements of the commission and look forward to a cooperative working relationship with the City of Rye to bring this much needed housing opportunity to fruition.

The county is familiar with the proposal and is prepared to address funding needs with the developer but question the need for the ‘senior age restriction’ condition referenced in the Rye approval Project Description and Other Special Conditions as this does not meet the current funding priority of the county which is to reach a broader population absent any age restriction. We ask that the City consider removing this condition so we can undertake our review of the requested financial support for the proposed development.

We look forward to participating in this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

Norma V. Drummond,
Deputy Commissioner

Ec: Edward Burroughs, Commissioner
Deborah DeLong, Director of Housing
Mr. Louis.Larizza
Mr. Michael Martino

Barbara Cummings, Chairman
Martha Monserrate, Vice Chair
Carolyn Cunningham
Nick Everett
Hugh Greechan
Peter Jovanovich
Peter Larr



Planning Department
1051 Boston Post Road
Rye, New York 10580
Tel: (914) 967-7167
Fax: (914) 967-7185
<http://www.ci.rye.ny.us>

CITY OF RYE

Planning Commission

Resolution

No. 03-2010

Application Name:	Rye-Cottage Holdings
Approval Type:	Modified Final Site Plan and Use Permitted Subject to Additional Standards and Requirements
Application Number:	SP#313
Project Description:	Construction of 22 Multi-Family Units (18 Affordable)
Street Address:	Cottage Street
Tax Map Designation:	Sheet: 139.20 Block: 1 Lots: 14 and 15 and Edgar Place
Approval Date:	December 15, 2009
Modified Approval Date:	February 2, 2010
Expiration Date:	February 2, 2011 (one-year)

WHEREAS, on February 2, 2009, Rye-Cottage Holdings, LLC., Inc. (hereinafter "Applicant") submitted an application for Final Site Plan and Use Permitted Subject to Additional Standards and Requirements Approval to construct 22 multi-family units for a property, located at 15 Edgar Place; and

WHEREAS, the drawings submitted in connection with the application are generally entitled, *Rye-Cottage Holdings, LLC.*, prepared by Ralph G. Mastromonaco, P.E., P.C., originally dated August 14, 2009 and having the following drawing numbers, drawing titles and revision dates:

Drawing		Revision
Number:	Drawing Title:	Date:
1 of 7	<i>Grading Plan</i>	08/14/09
2 of 7	<i>Utility Plan</i>	08/14/09
3 of 7	<i>Erosion Control Plan</i>	08/14/09
4 of 7	<i>Profiles, Drain/Sewer/Road</i>	08/14/09
5 of 7	<i>Details/Notes</i>	08/14/09
6 of 7	<i>United Water Details 1</i>	08/14/09
7 of 7	<i>United Water Details 2/ Water Main Profile</i>	08/14/09

Applicant Signature

Date

Rye-Cottage Holdings (SP#313)

Modified Site Plan and Use Permitted Subject to Additional Standards and Requirements

Planning Commission Resolution No. 03-2010

Page 2 of 7

WHEREAS, the property is known on the Rye City Tax Map as Sheet 139.20, Block 1, Lots 14 and 15 and the mapped, but unimproved Edgar Place right-of-way, and is located in a RA-1 Garden Apartment District, a "C" City of Rye Parking District, and appears to be located outside a Federally-designated Flood Insurance Rate Zone(s); and

WHEREAS, the subject application proposes to construct twenty-two senior age-restricted units (including 11 one-bedroom units and 11 one-bedroom units with dens) at least eighteen (18) of which would be restricted for moderate income rates to those purchases having an income of not more than 80% of the Westchester County Area Median Income; and

WHEREAS, the application and plan were referred to the Conservation Commission/Advisory Council (hereinafter "CC/AC") for their review and recommendation; and

WHEREAS, the application and plan were referred to the Board of Architectural Review (hereinafter "BAR") for their review and recommendation; and

WHEREAS, a public hearing was held on October 27, 2009 and all members of the public wishing to be heard were given the opportunity to be heard; and

WHEREAS, the public hearing was continued to the Commission's November 17, 2009 meeting and closed on that date; and

WHEREAS, the application was referred to the Westchester County Planning Board and the adjacent Village of Port Chester as required by the Westchester County Administrative and/or General Municipal Law; and

WHEREAS, the Planning Commission has considered the site, the vicinity, the application form and the complete record; and

WHEREAS, on December 15, 2009 the Planning Commission approved the subject application in resolution number 32-2009, which resolution included a condition that the multi-family development be limited to senior age-restricted units; and

WHEREAS, in a January 7, 2010 letter Norma V. Drummond, Deputy Commission of Westchester County Department of Planning, requested that the City consider removing the condition requiring that the units be senior age-restricted, noting that including this restriction for the project will not meet the current funding priorities; and

Applicant Signature

Date

Rye-Cottage Holdings (SP#313)

Modified Site Plan and Use Permitted Subject to Additional Standards and Requirements

Planning Commission Resolution No. 03-2010

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WHEREAS, the Planning Commission considered and agreed at its February 2, 2010 meeting to remove the senior age-restriction from its December 15, 2009 approval noting that the project would not have adverse off-site parking impacts; and

WHEREAS, the Planning Commission determined that the action is an Unlisted Action pursuant to the New York State Environmental Quality Review Act (SEQRA);

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission based on its review of the Environmental Assessment Form (EAF), the criteria listed in Section 617.7(c) of SEQRA and the complete record, the Planning Commission finds that the proposed action will not have a significant adverse environmental impact due to the extent of the proposed improvements, the modest nature of reasonably expected impacts, modifications in the project design to reduce anticipated impacts and implementation of mitigation measures;

AND, BE IT FURTHER RESOLVED, that the Planning Commission has given due consideration to the criteria listed §197-10, *Uses Permitted Subject to Additional Standards and Requirements*, of the City Zoning Code and finds that the application is consistent with said criteria;

AND, BE IT FURTHER RESOLVED, that the Planning Commission supports the applicant's petition to the City Council to de-mapped Edgar Place;

AND, BE IT FURTHER RESOLVED, that the Planning Commission hereby approves the application for Final Site Plan and Use Permitted Subject to Additional Standards and Requirements #SP313 for the improvements shown on the plans indicated in this resolution, subject to the following conditions:

A. Conditions to be Completed Prior to the Endorsement of the Plans:

1. Prior to endorsement of the approved site plans by the Chairman and Secretary of the Planning Commission, the Applicant shall make such revisions and provide any additional information required by City Staff, including, but not limited to the following:
 - a. The site plan shall be revised to the satisfaction of the City Planner to show the type and location of all walls and fencing.
 - b. The applicant shall provide documentation to the satisfaction of the City Engineer confirming that the applicant has adequate water and/or sewer service provided by the Village of Port Chester.

Applicant Signature

Date

Rye-Cottage Holdings (SP#313)

Modified Site Plan and Use Permitted Subject to Additional Standards and Requirements

Planning Commission Resolution No. 03-2010

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- c. The site plan shall be revised to create two additional parking spaces in front of the trash enclosure area. The trash enclosure area shall not be provided on the plan.
 - d. The site plan shall be revised to the satisfaction of the City Staff to provide at least one and potentially two additional parking spaces on the site plan.
2. Prior to endorsement of the plans by the Secretary of the Planning Commission, the Applicant shall sign and return one copy of the approved resolution to the Planning Commission indicating acceptance of all conditions of approval. Failure to sign this resolution of conditional approval within sixty (60) days will deem this approval null and void.
3. Prior to endorsement of the plans by the Secretary of the Planning Commission, the Applicant shall submit the plans one (1) reproducible duplicate of the plans on mylar, and shall, upon endorsement of the plans by the Chairman and Secretary Planning Commission, submit two (2) assembled paper copy sets of the plans to the City Planner.
4. Prior to endorsement of the site plan by the Secretary of the Planning Commission, the Applicant shall pay, as applicable, an inspection fee, which is based on seven (7) percent of the estimated cost of constructing the required site improvements, excluding any building(s), plus \$515.00.

B. Conditions to be Completed Prior to the Issuance of a Building Permit:

1. The City Planner shall notify in writing the Building Inspector and City Engineer of the Applicant's satisfactory completion of those conditions noted in Section A immediately above.
2. The Applicant shall obtain all necessary Federal, State and County permits and approvals.

C. Conditions to be Completed Prior to the Commencement of Any Construction:

1. Prior to the start of any work conducted under this permit, erosion and sedimentation control devices in accordance with *Westchester County, N.Y. Best Management Practices for Sediment and Erosion Control* (dated December 1991 or as amended, whichever is later) shall be installed to the satisfaction of the City Engineer and City Building Inspector and, thereafter, be maintained, repaired and replaced as necessary until they authorize their removal.

Applicant Signature

Date

Rye-Cottage Holdings (SP#313)

Modified Site Plan and Use Permitted Subject to Additional Standards and Requirements

Planning Commission Resolution No. 03-2010

Page 5 of 7

2. The Applicant shall notify in writing the City Planner, Building Inspector and Engineer of the date on which the work is to begin, at least five (5) days in advance of such date.

D. Conditions to be Completed Prior to the Issuance of a Certificate of Occupancy:

1. Prior to the issuance of the certificate of occupancy, all sidewalks, walkways, curbing, curb cuts, driveways and paved areas shall be installed, repaired or replaced to the satisfaction of the City Engineer.
2. No certificate of occupancy shall be issued until all improvements shown on the approved plans have been provided and applicable conditions of this approval have been complied with to the satisfaction of the City Planner, Building Inspector and Engineer.

E. General Conditions:

1. Work conducted under this conditional approval shall be open to inspection at any time, including weekends and holidays, by City Staff or their designated representative(s).
2. In the event that a field drain, spring or other water condition is encountered during construction, the City Engineer may require the Applicant to install such drainage improvements as deemed necessary to reasonably eliminate the water condition and, if a Certificate of Occupancy is also required, the Building Inspector shall not issue a Certificate of Occupancy until such improvements have been made to the satisfaction of the City Engineer.
3. Prior to the transfer of any interest or title in or to the land subject to this permit, the permit holder shall notify the City in writing of the name and address of such transferee and such transferee shall endorse and submit to the City Planner a copy of this resolution indicating acceptance of all conditions of approval. This paragraph shall not apply to the transfer if improvements have been completed in conformity with this approval.
4. Notwithstanding paragraph E.2 above, there shall be no deviation from the approved plans and City specifications and, further, no modification may be made unless plans for the modification, prepared by the Applicant, and a new application has been approved by the Planning Commission.

Applicant Signature

Date

Rye-Cottage Holdings (SP#313)

Modified Site Plan and Use Permitted Subject to Additional Standards and Requirements

Planning Commission Resolution No. 03-2010

Page 6 of 7

5. All parking spaces, if any, shall be marked and maintained in accordance with the parking layout shown on the approved site plan and parking shall be prohibited except in designated parking spaces.
6. Except for necessary interior and approved exterior safety or security lighting, all lighting, including signs, shall be turned off when the building is not occupied and all exterior lighting, including signs, shall be turned off when the building is occupied but not open to the public.
7. If blasting is required in connection with the removal of rock on the property, such blasting shall be subject to the following conditions:
 - a. On-site seismographs shall be installed for the monitoring and control of all blasting. The seismographs shall be installed by the company undertaking the blasting at appropriate locations on the site and to the satisfaction of the City Engineer. A copy of the blasting log and the related seismograph tape results shall be filed with the City Engineer and the City Planner.
 - b. The Applicant shall conduct, with property owner consent, pre-blasting surveys of all buildings and structures on properties within 100-feet (or at a distance deemed appropriate by the City Engineer) of perimeter property line of the parcel on which blasting will occur.
 - c. Blasting velocities shall be limited to not more than 1.0 inch per second, however lesser velocities can be required if deemed necessary and appropriate by the City Engineer to protect nearby property or structures.
 - d. All blasting for utility services shall be completed prior to the pouring of footings and foundations, unless a waiver of this condition is granted by the City Engineer.
8. The continued validity of the certificate of occupancy is subject to continued compliance with all conditions set forth herein, and the satisfactory maintenance of all improvements, including landscaping, as shown on the approved site plans.
9. The Applicant shall comply with all applicable Federal, State and Local laws and regulations governing construction noise and related activities.
10. All solid waste shall be separated and recycled in accordance with Federal, State, County and City regulations.

Applicant Signature

Date

Rye-Cottage Holdings (SP#313)

Modified Site Plan and Use Permitted Subject to Additional Standards and Requirements

Planning Commission Resolution No. 03-2010

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F. Other Special Conditions:

1. In order to satisfy anticipated parking demands and other site planning considerations this approval shall limit the use of this property to not more than twenty-two (22) units consisting of eleven (11) one-bedroom units and eleven (11) one-bedroom units with dens.
2. Not less than eighteen (18) units of the twenty-two (22) units shall be available at or below market rates to those purchases having an income of not more than 80% of the Westchester County Area Median Income.

AND, BE IT FURTHER RESOLVED, that this permit and the right to undertake work under this permit shall expire one (1) year after the date of the approval of this resolution. In the event that the work permitted by this permit can not be substantially completed within one year after the date of the approval of this resolution, a one (1) year extension of the original permit may be granted by the Planning Commission upon written request by the original permit holder or his/her legal agent at least 90 days prior to the expiration date of the original permit. The Planning Commission may require new hearings if, in its judgment, the original scope of the permit is altered or extended by the renewal, or if the Applicant has failed to abide by the terms of the original permit in any way. The request for renewal of a permit shall follow the same form and procedure as the original application except that the Planning Commission shall have the option of not holding a hearing if the original scope of the permit is not altered or extended in any significant way.

I certify that the foregoing resolution is a correct copy of Planning Commission Resolution #03-2010, which was duly adopted on February 2, 2010.



Christian K. Miller, AICP
City Planner

February 5, 2010
Date

Applicant Signature

Date

WOLFF & LATWIN, *LLP*
Attorneys & Counsellors at Law
Suite 415
2975 Westchester Avenue
Purchase, New York 10577-2575

914.967.0067
E-Mail: wolfflatwin@nysbar.com

BY HAND

19 December 2009

Hon. Douglas French
Mayor
City Hall
Rye, NY 10580

Re: De-Mapping a portion of Edgar Place

Dear Mayor French,

We represent Rye-Cottage Holdings, LLC, designated moderate income housing developer for the property on Cottage Street at Edgar Place. We write to request that the City discontinue and de-map a portion of Edgar Place on the site to allow for this moderate income housing to occur.

As you may know, Rye-Cottage Holdings, LLC developed the existing moderate income housing on Cottage Street. It has now obtained site plan approval from the Planning Commission to develop the neighboring site for moderate income Senior housing. Within the site is the unimproved portion of Edgar Place. Edgar Place at that point separates the existing development from the proposed development. Attached is a map of the portion of Edgar Place that needs to be discontinued and de-mapped. Also attached is a suggested metes and bounds description of the mapped portion of Edgar Place.

Edgar Place from Cottage Street does not serve any property not otherwise accessible from Cottage Street. It is unlikely to be improved since it leads only to the hill above the exit ramp from I-95/I-287 so there is no reason why any one would improve it. It is not now necessary for emergency access nor will it be when the proposed development is completed. This portion of Edgar Place is completely unnecessary for any highway purpose.

The Planning Commission has favorably recommended the demapping of Edgar Place.

The authority to discontinue a street comes from General City Law section 20(7) which says in relevant part,

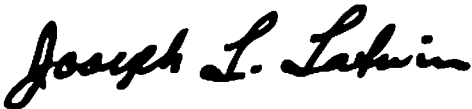
§ 20. Grant of specific powers. ...[E]very city is empowered: ...

7. To ... discontinue streets, ... and upon the discontinuance thereof to sell and convey the same....

Here, there is no need to convey or sell the underlying property under Edgar Place since it is already owned by the property owner.

Accordingly, we respectfully request that you refer this application to City staff and place this matter on the Council's agenda.

Respectfully,

A handwritten signature in black ink, reading "Joseph L. Larkin". The signature is written in a cursive style with a large, stylized initial "J".

Suggested Description Portion of Edgar Place

All that certain plot, piece or parcel of land, situate, lying and being partly in the Village of Port Chester, Town of Rye, and partly in the City of Rye, County of Westchester and State of New York, being shown and/or designated as Portion of Edgar Place as shown on a certain map entitled: "Map of Cottage Park, the Property of E. R. Mudge, Esq., Trustee, made by B. S. Olmstead, C.E., June 1, 1870" as filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 450.

Said parcel being more particularly bounded and described as follows:

Beginning at a Point on the southerly side of Cottage Street at the intersection of the division line between the easterly line of Lot 7, now lands of "Rye-Cottage Holdings, LLC" per deed as recorded in the Westchester County Clerk's Office, Division of Land Records as Control No. 430850096 and the Westerly side of Edgar Place; thence, running along said southerly side of Cottage Street the following courses and distances, South 65°03'00" East a distance of 7.33 feet to a point of curvature; and hence easterly along a curve to the left having a radius of 724.67 feet, a central angle of 05° 01'25", and length of 63.54 feet to a point of cusp and intersection of the division line between the easterly side of Edgar Place and the westerly line of Lot 1 per the aforementioned "Map of Cottage Park", also being the westerly line of Lot 13, 14 and 15 as shown on a certain map entitled, "Map of Columbus Park" as filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 1939; thence from said point of cusp, along said division line between the easterly side of Edgar Place and the westerly line of Lot 1, also being the westerly line of Lots 13, 14 and 15 per aforementioned "Map of Columbus Park", the following courses and distances, Southerly along a curve to the left, having a radius of 20.00 feet, central angle of 89°01'06" and length of 31.07 feet to a point of tangency, and South 20°54'30" West a distance of 149.08 feet to the lands of "formerly conveyed by Marion A. Leshner to Theresa Leshner Cook per deed dated, June 10, 1936 as recorded, June 23, 1936 in Liber 3521, Pg 60", now lands of "Rende, LLC, Parcel II" as recorded in the Westchester County Clerk's Office, Division of Land Records as Control No. 402860462; thence, along said lands as "formerly conveyed by Marion A. Leshner to Theresa Leshner Cook", now lands of "Rende, LLC, Parcel II", North 75°17'00" West a distance of 32.83 feet to a point of intersection with the aforementioned division line between the easterly line of Lot 7, now lands of "Rye-Cottage Holdings, LLC" and the westerly side of Edgar Place; thence, along said division line between the easterly line of Lot 7, now lands of "Rye-Cottage Holdings, LLC" and the westerly side of Edgar Place, the following courses and distances, North 21°23'00" East a distance of 153.40 feet to a point of curvature, and northwesterly on a curve to the left having a radius of 21.29 feet, central angle of 86°26'00" and length of 32.11 feet to the southerly side of Cottage Street to the point of Place of Beginning

Said parcel containing an area of 5630.7 sq. ft. or 0.129 Acres more or less.

BEING, Parcel III, a portion of the same premises as conveyed from Louise Rende to Rende, LLC per deed dated, September 11, 2000 as recorded in the Westchester County Clerk's Office, Division of Land Records on October 26, 2000 in Control No. 402860462.

KIDDOC_Edgar14_111599

EDGAR PL.

MAP OF PORTION OF EDGAR PLACE
SITUATED IN THE
VILLAGE OF PORT CHESTER
TOWN OF RYE
AND THE
CITY OF RYE
WESTCHESTER COUNTY
NEW YORK

STREET

COTTAGE

S 65°03'00" E R = 724.67'
7.33' L = 63.54' Δ = 5°01'25"

R = 21.29'
Δ = 88°28'00"
L = 32.11'

R = 20.00'
Δ = 89°01'08"
L = 31.07'

SCALE: 1" = 40'
NOVEMBER 11, 2009

VILLAGE OF PORT CHESTER
CITY OF RYE
COLUMBUS PARK - FILED AS MAP No. 1939

THE PROPERTY AS SHOWN HEREON BEING A PORTION OF A PRIVATE STREET, 30 FEET WIDE, WHICH SAID STREET WAS LAID OUT ON A CERTAIN MAP ENTITLED, "MAP OF COTTAGE PARK, THE PROPERTY OF E. R. MUDGE, ESQ., TRUSTEE, MADE BY B.S. OLMSTEAD, C.E., JUNE 1, 1870 AS FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS AS MAP NO. 450. SAID LANDS ALSO BEING KNOWN AS PARCEL III, BEING A PORTION OF THE LANDS AS CONVEYED BY LOUISE RENDE TO RENDE, LLC PER DEED DATED, SEPT. 11, 2000 AS RECORDED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON OCT. 26, 2000 AS CONTROL NO. 402860462.

MAP OF COTTAGE PARK - FILED MAP

LANDS OF RYE-COTTAGE HOLDINGS, LLC
No. 430850096
PER CONTROL

LANDS OF RENDE, LLC
No. 402860462
PARCEL III PER CONTROL

LANDS OF RENDE, LLC
No. 402860462
PARCEL I PER CONTROL

LOT 1
No. 450

LOT 7

AREA : 5630.7 SQ. FT.

FORMER LANDS AS CONVEYED BY MARION A. LESHER TO THERESA LESHER COOK
PER DEED, DATED, JUNE 10 1936 AS RECORDED, JUNE 23, 1936 IN LIBER 3521, PAGE 60

LANDS OF THE PEOPLE OF THE STATE OF NEW YORK
NEW YORK STATE THRUWAY, I-95, PARCEL 1648, MAP 1648
AS RECORDED ON, OCTOBER 31, 1956 AS FILED MAP No. 10699

LANDS OF THE PEOPLE OF THE STATE OF NEW YORK
NEW YORK STATE THRUWAY, I-95, PARCEL 1649, MAP 1649
AS RECORDED ON, OCTOBER 31, 1956 AS FILED MAP No. 10700

LANDS OF RENDE, LLC
PARCEL II
AS RECORDED ON 10/26/2000 AS CONTROL No. 402860462

I-95

I-95



CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager's Office

DATE: February 3, 2010

CONTACT: Frank J. Culross, City Manager

AGENDA ITEM: Authorization for City Manager to enter into an Inter-municipal Agreement with Westchester County for a Flood Mitigation Project at Blind Brook Dam at Bowman Avenue.

FOR THE MEETING OF:

February 10, 2010

**RYE CITY CODE,
CHAPTER
SECTION**

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

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Agreement is for a thirty-year period commencing upon full execution between Westchester County and the City of Rye. Per the terms of the Agreement, the County will contribute up to \$1,083,550.00 towards the Flood Mitigation Project at Blind Brook Dam, Bowman Avenue. The City of Rye and the Village of Rye Brook propose modifications to the City-owned Bowman Avenue Spillway. The purpose of the project is to provide flood mitigation for properties located along Blind Brook downstream of the existing spillway. Properties in both the City and Village sustained significant damage as the result of two major floods in March and April 2007. In response to those events the City engaged consulting engineers WSP-Sells (formerly Chas. H. Sells, Inc.) to consider alternative flood management strategies for Blind Brook. The sluice alternative was deemed to be the most cost-effective.

See attached.



Received

FEB 01 2010

City Manager's Office
Rye, New York

Robert P. Astorino
County Executive

Department of Planning

Edward Burroughs, AICP
Acting Commissioner

January 29, 2010

Hon. Steve Otis, Mayor
City of Rye
1051 Post Road
Rye, NY 10573

CONTRACT NUMBER:	C-CAP-09-178R
CONTRACT TITLE:	Flood Mitigation Project at Blind Brook Dam at Bowman Avenue
AMOUNT:	\$1,083,550.00
TERM:	Commence upon execution and end thirty (30) years after execution of IMA

Dear Mayor Otis

Enclosed are three revised copies of the contract with Westchester County. The contract has been revised to clarify the payment terms. To sign the contracts, please follow these steps on all three copies:

1. Please date Page 1 with the date the contract is signed.
2. Please sign your name and type the title on the line below the signature on page 12
3. The Acknowledgment must be signed and notarized;
4. The Certificate of Authority must be completed by someone other than the person signing the contract, and notarized;
5. Schedule H must be filled out. If already filed, please indicate on form;
6. Easement needs to be signed and notarized;
7. TP-584 – Highlighted areas need to be filled out, signed and returned;

432 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914) 995-4400

Fax: (914) 995-9098

Website: westchestergov.com



Hon. Steven Otis

January 29, 2010

Page 2

8. A Certificate of Insurance indicating the amounts of insurance coverage should be sent;
9. Return all three signed contracts to me. Once the contracts have been fully executed, a copy will be returned to you.

Thank you for your cooperation. Please call me if you have any questions. My number is 995-2406.

A handwritten signature in cursive script, reading "Carla Prioleau".

Carla Prioleau
Contracts Manager

CP/dg
Enclosures

AGREEMENT, made the day of , 2010 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")

and

THE CITY OF RYE, a municipal corporation of the State of New York, having an office and
place of business at 1051 Post Road, Rye, New York 10573,

(hereinafter referred to as the "Municipality").

RECITALS

WHEREAS, in response to serious flooding issues throughout the County, the
Westchester County Executive established in 2007 a Flood Action Task Force (Task Force) to address
this issue and put in place a Flood Mitigation Program with up to \$50 million in County funds to be
made available to assist municipalities in dealing with flooding; and

WHEREAS, the Flood Mitigation Program enables Westchester County to partner with
municipalities to provide funding for flood control or flood damage reduction projects where there is
also a County purpose to be served; and

WHEREAS, the Municipality wishes to participate in the Westchester County Flood
Mitigation Program and has submitted an application to the County for financial assistance to address
flooding within the Municipality; and

WHEREAS, pursuant to the Flood Mitigation Program and in an effort to protect
County-owned and/or managed infrastructure, assets and property, including the protection of County
bridges, sanitary sewer and/or storm water pipes, and County parkland and other property, the County
desires to contribute to the costs of a flood mitigation project known as the Flood Mitigation Project at
Blind Brook Dam, Bowman Avenue, further described herein, to be undertaken by the Municipality.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period of thirty (30) years commencing upon full execution as evidenced by the date on the top of page 1 of this Agreement.

ARTICLE II

TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATION

Section 2.0. Pursuant to the County's Flood Mitigation Program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other property, the County desires to contribute up to \$1,083,550.00 Dollars towards the project, which project's total cost is estimated to be \$2,221,000.00. The project, commonly known as the Flood Mitigation Project at Blind Brook Dam, Bowman Avenue consists of flood mitigation work including, among other things, replacing the outlet control gate at the Bowman Avenue Dam as further described in Schedule "A" (the "Project"), attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the Project in accordance with Schedule "A".

Section 2.1. The Municipality shall defend, indemnify and hold harmless the County, its elected officers, employees, officers and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the

municipality's failure to pay its portion of the Project costs. This indemnification provision shall survive termination or expiration of this Agreement.

Section 2.3. The Municipality represents that within one year of the date hereof that the "Development and Planning Standards" of the Flood Action Task Force will have been adopted in the Municipality's land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Westchester County Planning Department (Planning Commissioner). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.

Section 2.4. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the County Commissioner of Planning. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Commissioner.

Section 2.5. The Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement (the "Easement") in, upon, under and over that portion of Municipality's property within which the Project is located, which Easement shall be substantially in the form attached hereto and made a part hereof as Schedule "B"

ARTICLE III

MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all phases of the Project, including, but not limited to, planning, design, construction, and post construction maintenance.

Section 3.1. In connection with the Project, the Municipality shall, at its own cost and expense, obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its management, operation, maintenance and supervision of the Project.

Section 3.2. The Municipality shall be responsible for all costs in relation to the Project beyond the County's contribution set forth herein (up to \$1,083,550.00), and, under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein otherwise expressly set forth. Notwithstanding anything to the contrary, Project costs up to \$2,167,100.00 shall be paid 50% by the County (up to \$1,083,550.00) and 50% by the Municipality, provided, however, should the total Project cost be less than \$2,167,100.00, the County shall only be responsible for 50% of the lesser amount. The Municipality understands and agrees that the Municipality shall be solely responsible for all costs in excess of \$2,167,100.00. The County agrees that the Municipality may include as part of its 50% share of the Project costs "in-kind" services approved by the County and provided by the Municipality for the Project.

ARTICLE IV

ACCOUNTING

Section 4.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The County

shall have the right to inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality.

ARTICLE V

NOTICES

Section 5.0. All notices to either party hereunder shall be in writing signed by the party giving such notice and shall be served either personally or by certified mail, return receipt requested:

To the County:

Commissioner
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 10601

with a copy to:

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

To the Municipality:

City of Rye
1051 Post Road,
Rye, New York 10573

ARTICLE VI

INDEMNIFICATION

Section 6.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising from the Project, including any which may arise from a change in applicable laws, rules

and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnatee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 6.1. The Municipality hereby acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or

“Hazardous Waste” upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of “Environmental Requirements” pertaining to the Property, regardless of whether the existence of such “Hazardous Materials” or “Hazardous Waste” or the violation of “Environmental Requirements” arose prior to the Municipality or County’s ownership of the Property, including, without limitation:

(i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such “Hazardous Materials” or “Hazardous Waste” or violation of “Environmental Requirements” including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;

(iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 6.1.a. Definitions. For the purposes of this Agreement , the following definitions shall apply:

(1) “Hazardous Materials” or “Hazardous Waste” shall mean any substance:

(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any “hazardous waste” as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 6.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 6.3. This Article shall survive termination or expiration of the Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 7.1. The Municipality shall act as the lead agency for meeting the requirements of SEQRA for any activity, which requires SEQRA compliance, that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner of the County.

Section 7.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 7.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 7.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 7.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 7.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The

Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities.

Section 7.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 7.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 7.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 7.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 7.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 7.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 7.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 7.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 7.15. The Municipality agrees to comply with the terms set forth in Schedule "D", attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF WESTCHESTER

By: _____

CITY OF RYE

By: _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. 41-2009.

Approved by the Board of Acquisition and Contract of the County of Westchester on November 5, 2009.

Approved by the Municipality Board of the Municipality on the ____ day of _____.

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
S:/dpln/Muni flood IMARye 12.03.09

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 200__ 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 individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate Law)

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

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 200__, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

Notary Public
County of

SCHEDULE "A"

SCOPE OF SERVICES FOR THE AGREEMENT BETWEEN THE COUNTY OF WESTCHESTER AND THE CITY OF RYE FOR THE FLOOD MITIGATION PROJECT AT BLIND BROOK DAM AT BOWMAN AVENUE IN THE CITY OF RYE.

A. PURPOSE

The City of Rye will do a flood mitigation project at Blind Brook Dam that will benefit County – owned roads, including portions of Bowman Avenue, Wappanocca, Theodore Fremd Avenue, and Playland Parkway over Blind Brook by lessening flooding over them.

B. SCOPE OF SERVICES

The City of Rye will retain a contractor to perform the following:

Mobilization	\$20,000.00
Clearing and Grubbing	\$5,000.00
Remove Existing Logs	\$3,500.00
Rock Excavation (No Explosives)	\$3,000.00
Sluice Gate (Installed)	\$900,000.00
Controls/Automation/Electrical	\$100,000.00
Miscellaneous Concrete	\$6,000.00
Railing	\$4,500.00
Access Road with Trash Rack	\$375,000.00
Restoration	\$10,000.00
Erosion and Sediment Control	<u>\$9,600.00</u>
Subtotal	\$1,436,600.00
20% Contingency	<u>\$287,320.00</u>
Total Construction Cost	\$1,723,920.00
Engineering and Permitting	\$347,100.00
Construction Inspection	<u>\$150,000.00</u>
Total Project Cost	\$2,221,020.00
AGREEMENT TOTAL	\$1,083,550.00

C. TIME OF PERFORMANCE

The contract between the County of Westchester and the City of Rye will begin on upon execution, and end thirty (30) years after execution of the IMA.

D. PAYMENT

The County of Westchester will reimburse the City of Rye, for expenses incurred for the flood mitigation project at Bowman Avenue in the City of Rye in Westchester County, in an amount not to exceed \$1,083,550.00.

Notwithstanding anything to the contrary, Project costs up to \$2,167,100.00 shall be paid 50% by the County (up to \$1,083,550.00) and 50% by the Municipality, provided, however, should the total Project cost be less than \$2,167,100.00, the County shall only be responsible for 50% of the lesser amount. The Municipality understands and agrees that the Municipality shall be solely responsible for all costs in excess of \$2,167,100.00. The County agrees that the Municipality may include as part of its 50% share of the Project costs "in-kind" services approved by the County and provided by the Municipality for the Project.

Any and all requests for payment to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid only after approval by the Commissioner of Planning of the County of Westchester or his duly authorized designee (hereinafter the "Commissioner"). All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating.

CP/dg

12/2009

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SCHEDULE "B"

Easement Agreement Form

Attached

THIS EASEMENT AGREEMENT, made the ____ day of _____, 20__, by

CITY OF RYE, organized and existing under the laws of the State of New York having an office and place of business at 1051 Post Road, Rye, New York 10573, ("Grantor"); and

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" and/or the "Grantee")

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee title of a certain parcel of real property located in the City of Rye, New York and identified on the tax maps of the City as Section 141, Block 26, Lot 1.2, which real property is more particularly described in Exhibit "A," which is annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described as on Exhibit "A," which is attached hereto and made a part hereof for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Intermunicipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date herewith. The Grantee shall not interfere with or disturb the construction, use, operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

CITY OF RYE

By: _____

COUNTY OF WESTCHESTER

By: _____

Record and Return to:

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 200__ 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 individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

COUNTY'S ACKNOWLEDGMENT

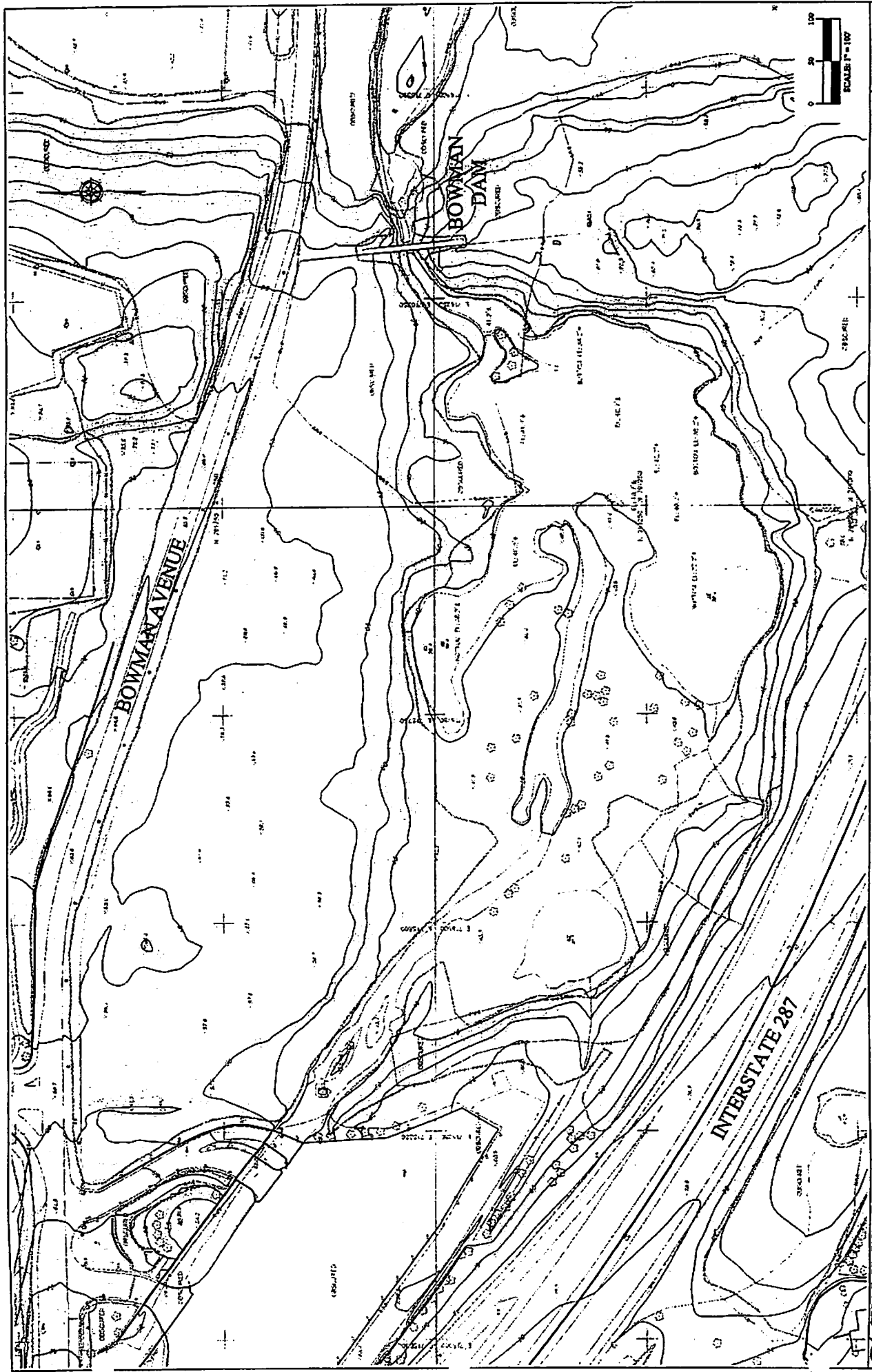
STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 200__ 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 individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

EXHIBIT "A"
of Easement Agreement

Immediately bounded to the East by Bowman Avenue and immediately to the west by the Right of Way of Interstate 287 (See attached map).



SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

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

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

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

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form

CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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



CITY COUNCIL AGENDA

NO. 11

DEPT.: City Manager

DATE: February 2, 2010

CONTACT: Frank J. Culross, City Manager

AGENDA ITEM: Authorization for the City Manager to enter into an Inter-municipal Agreement with Westchester County to enable the City of Rye to acquire shelter supplies and equipment for disaster preparedness.

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

CHAPTER
SECTION

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

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

The Agreement is for a five-year period commencing upon execution between Westchester County and the City of Rye whereby the City a shelter supply trailer at no cost. The trailers, which measure seven feet by fourteen feet in size, contain sufficient equipment to establish an emergency shelter for up to 120 people. The attached agreement has been reviewed by Corporation Counsel.

See attached documentation.



William R. Connors
Police Commissioner

POLICE DEPARTMENT

City of Rye, New York

21 McCullough Place

Rye, N. Y. 10580

Phone: (914) 967-1234

FAX: (914) 967-8341



December 14, 2009

Memorandum for: Frank J. Culross, City Manager

Subject: **INTER-MUNICIPAL AGREEMENT RE: SHELTER SUPPLY TRAILER**

Westchester County is making available to municipalities a number of shelter supply trailers. The trailers, which measure seven feet by fourteen feet in size, contain sufficient equipment to establish an emergency shelter for up to 120 people.

Attached is an Inter-municipal agreement (IMA) to enable the City of Rye to acquire a trailer. There is no cost to the City. Acquisition of a trailer would ensure that we would have sufficient equipment on hand to establish a shelter if needed. Under the terms of the agreement, the County may redeploy the trailer if it is needed to establish a shelter for an emergency in another jurisdiction, but it would not be redeployed if it were needed for use in Rye. If the County were to request that we establish a shelter in Rye, the City is expected to give serious consideration to the County's request, but is not obligated to do so.

The acquisition of this equipment is a matter that has been under discussion for some time. This provides an opportunity to do so with no cost.

I request that these documents be reviewed by the Corporation Counsel; if there are no objections to their execution, please have three signed originals returned to me, along with the executed Certificate of Authority and proof of insurance, for forwarding to the Westchester County Department of Emergency Services. Thank you.

Submitted for your consideration.

William R. Connors
Police Commissioner

WRC/wrc

cc: Kevin J. Plunkett, Esq., Corporation Counsel

THIS LICENSE AGREEMENT is made this ____ day of _____, 2009 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")

and

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

W I T N E S E T H:

WHEREAS, the County desires to pre-position shelter supplies and equipment throughout Westchester County to prepare for the potential need to shelter residents during a disaster or emergency requiring people to leave their homes to seek temporary shelter; and

WHEREAS, the County desires to provide the Municipality with the emergency shelter supplies and equipment as more fully described in Schedule "A" annexed hereto and hereinafter collectively referred to as "Shelter Supplies".

WHEREAS, the Municipality desires to store and if necessary use the Shelter Supplies in order to achieve the County's objectives.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth herein, and the parties agree as follows:

ARTICLE ONE - LICENSE AND CONSIDERATION.

Section 1.0. The County and the Municipality acknowledge and agree that the recitals set forth above are true and correct and are incorporated into this License by this reference.

Section 1.1. Subject to the terms and conditions herein, the County agrees to distribute to the Municipality one or more, container(s), or trailer(s) (“Container/Trailer”), containing the Shelter Supplies. The Shelter Supplies shall only be used during a disaster or emergency requiring people to leave their homes to seek temporary shelter (hereinafter an “Incident”). The Municipality represents and warrants to the County that it shall use the Shelter Supplies in accordance with the terms of this Agreement. The County relies upon this representation in granting the Municipality rights under this Agreement.

The County agrees to restock the Shelter Supplies that have been expended or consumed but only to the levels identified for each item and listed in Schedule “A”. Such restocking shall further be subject to availability of State and Federal grant revenues to fund the restocking. In the event the County, for any reason, is unable to restock the Shelter Supplies, the County shall have the right to terminate this Agreement on seven (7) days notice to the Municipality.

The Municipality is authorized to use the Shelter Supplies at a Shelter operated by the Municipality on an as-needed basis during an Incident and shall, within twenty four (24) hours of such use by the Municipality, notify the County’s Commissioner of Emergency Services or his designee (“Commissioner”) via radio or telephone.

In addition, the County may request that the Municipality establish a Shelter at a location within the Municipality during an Incident. The Municipality shall be under no obligation to establish a Shelter, but in the spirit of this agreement, the Municipality is expected to give serious consideration to the County’s request.

During the term of this Agreement, the County shall have the right to routinely inspect the Shelter Supplies, including the Container/Trailer. The County shall make reasonable efforts to schedule the inspection ahead of time with the Municipality. The Municipality agrees to notify the County of the location the Municipality will store the Shelter Supplies including the Container/Trailer. The Municipality shall immediately notify the County in writing if the storage location is changed. The Municipality agrees to store the Shelter Supplies including the Container/Trailer in a safe and secure manner, including, but not limited to, storing it in a secure

location. The Shelter Supplies including the Container/Trailer shall at all times, be stored in Westchester County.

In the event that the County establishes a Shelter at a location outside of the Municipality, the County reserves the right, in its sole discretion, to redeploy the Shelter Supplies including the Container/Trailer, provided, however, that the Municipality is not using the Shelter Supplies in a Shelter for local residents during an Incident at that time. In such event the County shall not redeploy the Shelter Supplies.

ARTICLE TWO - TERM.

Section 2.0. The term of this Agreement shall commence upon execution and continue for a term of five (5) years, unless terminated sooner as hereinafter provided. Both parties shall have the right to terminate this Agreement on thirty (30) days written notice to the other.

ARTICLE THREE – TITLE.

Section 3.0. The County will maintain all right, title and interest to the Container/Trailer. The Container/Trailer shall be registered in the name of the County during the entire term of this Agreement, and the Certificate of Title shall likewise be in the name of the County.

The Municipality shall execute, or cause to be executed, any documents deemed necessary by the County including, but not limited to, Uniform Commercial Code and release of lien forms to enable the County to file, register or record this License or any other document deemed desirable by the County to protect the County's title to the Container/Trailer. The Municipality shall keep the Container/Trailer free and clear of all levies, liens and encumbrances.

ARTICLE FOUR – CONTAINER/TRAILER MAINTENANCE AND REPAIRS.

Section 4.0 The Municipality, to ensure operation and availability of the Container/Trailer contemplated hereunder, shall keep the Container/Trailer in reasonably clean condition and in good order. The County shall, at its sole cost and expense, be responsible for all

other repair and maintenance, provided that the need for such repair and maintenance arises out of normal use of the Container/Trailer and not as a result of the Municipality's misuse or negligence. The Municipality shall notify the Commissioner in writing immediately upon knowledge of the need for repair and maintenance and indicate precisely what is required. The County may, in its sole discretion, determine to retire the Container/Trailer from service or retake possession of the Container/Trailer and this Agreement shall terminate. The County is under no obligation to replace the Container/Trailer. The Municipality waives any and all claims against the County with respect to such taking of possession.

ARTICLE FIVE - INSURANCE AND INDEMNIFICATION.

Section 5.0 (a) The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, elected officials, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the possession and/or use, performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

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

ARTICLE SIX - NO LEASE.

Section 6.0. It is expressly understood and agreed that no Container/Trailer or Shelter Supplies are being leased to the Municipality, and the Municipality's privilege to use the Shelter Supplies including the Container/Trailer shall continue only so long as the Municipality shall comply with each and every term and condition of this License.

ARTICLE SEVEN - NO CO-VENTURE.

Section 7.0. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

ARTICLE EIGHT - COMPLIANCE WITH ALL LAWS.

Section 8.0. Each party shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, ordinances, directives, rules or regulations, including without limitation, the New York State Labor Law and Worker's Compensation Law and all amendments and additions thereto.

ARTICLE NINE - REMEDIES CUMULATIVE.

Section 9.0. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

ARTICLE TEN - NOTICES.

Section 10.0. Except as otherwise specified herein, all notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595
Telephone No. (914)231-1688

with a copy to the:

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

To the Municipality:

Telephone: _____

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

ARTICLE ELEVEN - NON-DISCRIMINATION.

Section 11.0. The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

ARTICLE TWELVE - ASSIGNMENT.

Section 12.0. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this License, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this License, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this License.

ARTICLE THIRTEEN. SIGNS.

Section 13.0. The County may cause to be placed upon the Trailer identification symbols denoting County ownership. Licensee shall not remove any such County symbols. The Licensee may request that the County affix Licensee's logo or other identification to the Trailer. The Commissioner shall have the sole discretion as to whether to affix such logo/identification to the Trailer.

ARTICLE FOURTEEN - EXTERIOR AND INTERIOR ADVERTISING.

Section 14.0. No exterior or interior advertising may be placed upon the Trailer by the Licensee.

ARTICLE FIFTEEN - MISCELLANEOUS PROVISIONS.

Section 15.0. This Agreement and its attachment constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 15.1. Neither the County nor the Municipality shall be deemed in breach of this Agreement if it is prevented from performing any of its obligations hereunder by reason of *Force Majeure*, which is hereby defined to include acts of God or the public enemy; compliance in good faith with any applicable governmental regulation, law or order; riots; war (declared or undeclared), terrorist activity, acts of civil or military authority, government priorities, fires, strikes, or similar labor disturbances, floods, epidemics, or any other event or circumstance beyond the reasonable control of a party that prevents such party from complying with its obligations hereunder, provided that the excused party promptly notifies the other party of its non-compliance and the cause and estimated duration thereof and at all times uses its diligent efforts to remove or remedy the cause, of such failure to perform.

Section 15.2. This Agreement has been executed in the State of New York and it is intended by the parties hereto that the laws of such State shall govern its construction and interpretation.

Section 15.3. The headings herein are inserted for the convenience of the parties only and shall not be deemed to be a part of this Agreement

Section 15.4. If there is a conflict among the terms of this Agreement and any of its attachments, the terms of this Agreement shall prevail.

Section 15.5. This Agreement shall not be enforceable until signed by both parties and approved as to form and manner of execution by the office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____

THE MUNICIPALITY

By _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester on the 10th day of August, 2009 by Act No. 134-2009.

Approved by the Board of Acquisition and Contract of the County of Westchester at a meeting held on the 3rd day of September, 2009.

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
The County of Westchester

K:\A\DES\Shelter Supplies\Shelter Supply IMA FINAL.doc

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2009 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
(CORPORATION)

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

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

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 2009 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"

Inventory of Trailer / Storage Container / Shelter Supplies

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA

NO. 12

DEPT.: FINANCE

DATE: January 11, 2009

CONTACT: JEAN GRIBBINS

ACTION: Authorize payment of the balance of the 2009/2010 Rye Neck Union Free School District taxes collected by the City to the School District.

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

CHAPTER 22.9
SECTION

RECOMMENDATION: That the Mayor and the City Council authorize payment of the 12/31/09 balance of \$200,117.45 on 2/15/2010.

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 \$200,117.45 at 12/31/09. This balance represents 2.19% of the total tax levied, \$9,108,716.54, on September 1, 2009. Arrears notices will be mailed in conjunction with the 2010 City tax bills, and again during March 2010 to try to collect these balances prior to the filing of the list of delinquent taxes with the County scheduled for July 1, 2010.

In accordance with Section 22.9 of the City Charter, it is requested that the City Council authorize the City Comptroller to pay the Treasurer of the Rye Neck UFSD the amount due at December 31, 2009.



CITY COUNCIL AGENDA

NO. 13

DEPT.: City Council

DATE: February 3, 2010

CONTACT: Mayor French

AGENDA ITEM: One appointment to the Rye Cable Commission to fill out a term expiring on January 1, 2011, by the Mayor with Council approval.

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve the appointments.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: One appointment will be made to the Rye Cable Commission to fill the following:

Number of Appointments

1

Term Expiration

1-1-11



CITY COUNCIL AGENDA

NO. 14

DEPT.: City Council

DATE: February 3, 2010

CONTACT: Mayor French

ACTION: Designation of the Chairman of the Rye Cable Commission by the Mayor.

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:



CITY COUNCIL AGENDA

NO. 15

DEPT.: Fire Department

DATE: February 5, 2010

CONTACT: Chief George Hogben

AGENDA ITEM: Approval of the election of a new member to the Rye Fire Department.

FOR THE MEETING OF:

February 10, 2010

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve the election of Richard Colligan to the Fire Police Patrol Company.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Board of Fire Wardens has advised that Richard Colligan was elected into membership by the Fire Police Patrol Company and was approved by the Fire Wardens at their January meeting.

RYE FIRE DEPARTMENT

February 2, 2010

Mayor Douglas French
City Manager Frank Culross
Members of the Rye City Council


Mr. Mayor, Mr. Culross, Members of the City Council:

At the January 11, 2010 Board of Fire Wardens meeting, a letter was read from the secretary of the Fire Police Patrol Company, a volunteer company of the Rye Fire Department. The letter announced that Richard Colligan had been elected into Membership of that Company. The Board of Wardens in turn approved of the membership of Richard Colligan to the department on a motion made and seconded under new business.

All applications, paperwork on background checks, physicals, etc. have been ordered and received. We respectfully ask the City Council to approve Mr. Colligan for Membership into the Rye Fire Department at the next scheduled meeting of the Council.

Please contact Ex-Chief Peter Donahue of the Rye Fire Police Patrol with any questions regarding the Rye Fire Department Membership of Richard Colligan.

Very Truly Yours

A handwritten signature in black ink, appearing to read "Richard Cadigan", written over a horizontal line.

Richard Cadigan
Acting Secretary, Rye Fire Department