

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

**REGULAR MEETING OF THE CITY COUNCIL  
Wednesday, November 20, 2019  
7:30 p.m.**

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

1. Pledge of Allegiance.
2. Roll Call
3. General Announcements.
4. Draft unapproved minutes of the Regular Meeting of the City Council held November 6, 2019.
5. Residents may be heard on matters for Council consideration that do not appear on the Agenda.
6. Discussion of a draft proposed process for the SEQRA and LWRP Coastal Consistency review in connection with the proposed construction of a potential donor-funded turf field at Nursery Field.
7. Resolution declaring the formation of a Boat Basin Special Committee.
8. Resolution declaring the City Council's intent to be Lead Agency over the SEQRA and LWRP Coastal Consistency Reviews for the Milton Harbor Dredging Project.
9. Resolution authorizing City Manager to enter into a Memorandum of Agreement with the Resurrection School to allow Rye Recreation to host Upper Camp in its facility for the summer of 2020.
10. Resolution authorizing City Manager to enter into a Memorandum of Agreement with the Christ Church to allow Rye Recreation to host Kiddy Camp in its facility for the summer of 2020.
11. Authorization for City Manager to enter into an Inter-municipal Agreement with Westchester County for the Stop-DWI Patrol for the City of Rye Police Department.
12. Resolution designating the days and time of regular meetings of the City Council for 2020 setting January 8, 2020 as the first regular meeting.
13. Appointments to Boards and Commissions, by the Mayor with Council approval.

14. Old Business/New Business.

15. Adjournment

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The next regular meeting of the City Council will be held on Wednesday, December 4, 2019 at 7:30 p.m.

\*\* City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at [www.ryeny.gov](http://www.ryeny.gov) under “RyeTV Live”.

**The Mayor and City Council have office hours in the Mayor’s Conference Room Annex at Rye City Hall, 1051 Boston Post Road. Attendance by the Mayor and Council Members will vary. The Mayor’s Conference Room Annex is located on the 1<sup>st</sup> floor of City Hall adjacent to the Council Chambers. Office hours may be found on the City’s website.**

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on November 6, 2019, at 7:30  
P.M.

PRESENT:

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

ABSENT: NONE

The Council convened at 6:30 P.M. Councilman Mecca made a motion, seconded by Councilwoman Hurd, enter into executive session to discuss litigation and personnel matters. At 7:29 P.M., Councilman Mecca made a motion, seconded by Councilwoman Hurd, to exit executive session and commence the regular meeting of the City Council. The meeting began at 7:41 P.M.

1. Pledge of Allegiance.

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

2. Roll Call.

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

Mayor Cohn thanked everyone in attendance. He noted that there was an election on November 5, 2019. He announced that Councilman Mecca would be returning, and Carolina Johnson and Pamela Tarlow would be joining the Council.

3. General Announcements.

Councilwoman Goddard read a statement about the recent events that had occurred between the City of Rye and Rye Country Day School with regard to the proposed shared use agreement of the current New York State Thruway property located on Boston Post Road. She referenced a letter that had been written by the Mayor and Council to the governor dated November 4, 2019 regarding the backup legislation with regard to the future of the property. Councilwoman Goddard stated that she did not approve of the letter and was not notified of its existence. She referenced an executive session meeting of the City Council held on November 3, 2019 of which she and several other councilmembers could not attend. She stated support for the backup legislation, and said that it was the only chance to save the property from being put up

for public auction or used for Thruway purposes. She spoke about the need for field space in the community as well. She said it was her honor to serve the people of Rye and that her obligation as their representative was to ensure that their needs be presented.

Councilwoman Tagger-Epstein made a statement objecting to the Mayor and Council letter sent on November 4, 2019, to the governor asking for the veto of the backup legislation referenced above. She talked about the backup bill as legislation passed as a backup measure in case the City and Rye Country Day School could not reach a shared use agreement. She said it was now clear that the City will not agree with Rye Country Day School to execute such an agreement. Councilwoman Tagger-Epstein stated that the legislation in question is designed to ensure that Rye Country Day School make the athletic field and track available to the public for no less than 29% of the time. It comes at no cost to taxpayer of the City of Rye. She strongly approved of the legislation.

Eric Bommer, 84 Highland Road, addressed the Council on behalf of the Rye Rangers Hockey Club. He expressed concern about the City opposing the backup bill proposed. He felt it important to the program and other sports organizations to support the backup bill. He said he felt frustrated that the City had not entered into an agreement thus far and opposed the legislation.

Mayor Cohn stated that he had the consent of the Council on the subject letter months ago. He said he withheld this letter to try and allow for an agreement to be reached. He stated that a duly noticed meeting was held on November 3, 2019 consisting of a quorum of the Council to discuss the issue. On the specifics, Mayor Cohn stated that Rye Country Day School presented an agreement in perpetuity, of which the City could not find a similar model. He stated that the Council pressed Rye Country Day School to continue a commitment to shared use in the agreement, and unfortunately the school did not consent to that. Mayor Cohn said that in the end, the City was simply asking them to curb their discretion so as to take a view towards providing continued shared use to Rye with facilities useful to the City of Rye. He said the point of disagreement was that the shared use should continue, and not give Rye Country Day the rights of an ordinary property owner. Rather, there needed to be a recognition of continued shared use. He stated that the Council was asking only for some statement that would indicate meaningful shared use going into the future. Mayor Cohn then stated that what transpired was a series of ultimatum and continuing termination threats from Rye Country Day. Mayor Cohn said that with respect to the Otis bill, it was introduced and passed with no consultation of the City of Rye. The old bill, passed in 2017, required a shared use agreement, and the new bill does not do that, it does not mention the City of Rye at all, it does not define the privilege of shared use. He said the presence of the new bill came and was passed, and brought to the attention of Rye Country Day School before the City had even responded. Mayor Cohn said that the new bill undermined the City's ability to negotiate with Rye Country Day School. He said, why should Rye Country Day School agree with the City, when the new bill gave it more rights than it would under the shared use agreement. Mayor Cohn stated that the Council sent the school a letter with what the last remaining issues are. Mayor Cohn said he hoped that Rye Country Day School will return with an agreement with the City. If there is a new bill open to them with less requirements, this shared use agreement would not seem likely.

Councilwoman Souza stated that there was a tremendous earnest effort on behalf of this Council to get this deal done. She said that Assemblyman Otis secretly passed a law that

undermined the negotiations, which was troubling. The bill helped Rye Country Day School, and not the City of Rye. Councilwoman Souza stated that the bill that Assemblyman Otis had passed has absolutely nothing in it that protects Rye over the long term. She said that the earnest attempt to reach an agreement got derailed by the bill.

Councilwoman Hurd clarified that the backup bill was actually an amendment to the original 2017 bill. The amendment passed in 2019 takes away all the consideration of Rye. She said that the majority of the Council had opposed the amendment to that legislation.

Councilwoman Goddard said that the negotiations have failed between the City and Rye Country Day School. She said she was not told that a letter was sent in her name. She said that she felt that people who have different points of view are pushed to the side and shrouded in secrecy.

Councilman Stacks responded that the Otis bill that was shrouded in secrecy and that select members of the Council knew about it before others.

Mayor Cohn said that the letter in question was actually sent to the governor's aide and asked to be held.

Councilwoman Tagger-Epstein expressed concern about having a Council meeting on a Sunday evening, as members of the Council have young families and Sunday would be family time. She felt that there was a lack of transparency in the process.

Mayor Cohn responded that the City had entered into negotiations of a few points in September 2018. He said that the City agreed with Rye Country Day School that there were many more points to be considered. He said that after that time, the City then heard sporadically from Rye Country Day School that they were looking at other aspects of things. Mayor Cohn went through the timeline of negotiations from January to June of 2019. There were many discussions, but before the City could respond to the latest proposals from the school, the City was made aware of legislation that had been passed in July. Rye Country Day School then told the City it would be changing its terms according to the new legislation.

Councilwoman Tagger-Epstein submitted a letter dated November 6, 2019 to Governor Cuomo supporting the backup legislation.

Councilman Mecca announced that there had been an election on November 5, 2019. He said he was pleased with the turnout that came to the polls for the slate of candidates, which was an uncontested election. He thanked the community for its heavy involvement in that civic process. He said he looked forward to working with upcoming new councilmembers Carolina Johnson and Pam Tarlow.

Councilwoman Tagger-Epstein announced that the Women's Interfaith Thanksgiving Service will be held this year November 17, 2019 at 3:00pm at Christ Church. The Human Rights Commission will be giving out this years' award at the event to deserving recipients.

Councilwoman Souza announced that Mistletoe Magic will be held December 1, 2019 from 12:00 to 3:00pm.

Mayor Cohn announced that every few years, both full and part-time City judges come up for reappointment. It has become customary to solicit interest from those in the community who are interested. Mayor Cohn read the qualifying requirements to apply for a City judge position: the successful candidate must have practiced law in New York State for the preceding five years. The candidate must also expect to serve a term of six years for part-time judge or 10 years for full-time judge. The candidate must be at least 18 years old, but not older than 70. The candidates for full-time judge at the same time cannot practice law or act as an arbitrator or do like kind things. Mayor Cohn invited those interested to send resumes. He also was pleased to announce that the City of Rye has taken delivery of at least of some of its new garbage trucks.

4. Draft unapproved minutes of the Regular Meeting of the City Council held October 16, 2019.

Councilman Souza made a motion, seconded by Councilman Mecca, and unanimously carried, to approve the minutes of the regular meeting of the City Council held October 16, 2019.

5. Croton Energy Presentation on Solar Power.

Mayor Cohn said many residents have spoken to him about the installation of solar power in Rye. It is something the City is very interested in.

Councilwoman Goddard stated that she was the liaison to the Board of Architectural Review and a few months ago, the Board heard an application for a solar installation, and the person who came to present was the owner of Croton Energy, Leo Wiegman. After Mr. Wiegman presented, a few members of the board gave very positive feedback about his presentation. Councilwoman Goddard had mentioned to Mr. Wiegman's presentation to the Mayor and Council and was happy that he could present to the public this evening.

Leo Wiegman, Croton Energy Group Inc., addressed the Council. He gave a brief presentation on solar energy in Westchester and Rye. He said that this past summer, Governor Cuomo signed the Climate Leadership and Citizen Protection Act. He explained that solar power is growing rapidly in Westchester County in particular, with over 6,000 residential solar systems. The costs associated with solar are going down. Mr. Wiegman presented a slideshow presentation on the issue. He showed a comparative cost savings between current energy and solar. He further showed an upward trend in Rye of solar systems. He said there were 69 solar systems in Rye. Mr. Wiegman showed a comparative analysis of other municipalities. He discussed the possibility of a special solar permit different than a building permit. He also talked about solar being used to charge electric vehicles. Mr. Wiegman then showed photos of the physical solar panel structures.

Councilman Mecca said that in his time as an inspector for the City of White Plains, he learned that a solar system like the ones Mr. Wiegman showed can handle 120 miles of wind. He said they were designed to stay on roof should there be a bad storm.

The Council thanked Mr. Wiegman for his presentation.

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

Linda Lefkowitz, Oakwood Avenue, addressed the Council. She was upset that the City had not fixed the sound system through Optimum cable so that she and others could hear the City Council meetings. She said that all citizens who pay taxes have the right to hear the meetings.

Mayor Cohn acknowledged Ms. Lefkowitz's concerns and agreed that everyone should be able to hear the City Council meetings.

City Manager Usry agreed with Ms. Lefkowitz. He stated that the City had some issues with the sound issues in the room. He assured her that the City had been testing and fixing the sound within the last ten days.

Councilwoman Tagger-Epstein commented that a capital need that has been presented has been the replacement of the Council Chambers' equipment.

City Manager Usry responded that Rye TV and the City are moving quickly on the item and will have an update at the November 20, 2019 meeting.

Councilman Stacks said that the HVAC system will also be revamped, and the efforts would be best coordinated so to not waste money on these capital endeavors. He apologized on behalf of the City and said that it was being worked on.

Kathy Grainger Hobbins, 75 Oakland Beach Avenue, addressed the Council. She said she was present to ask the City Council to review or change the zoning laws to encourage reasonable building. She said that with the level of construction happening, there are serious flooding concerns. She spoke of specific building concerns, flooding, and tree removal that she felt had caused problems in Rye. She said some towns have a moratorium on building while considering zoning issues.

Councilwoman Goddard reported that Rye Sustainability has talked about a zoning task force. She said that the City's closest neighbor who has done an exercise like this in recent years is Larchmont. She said she would certainly support looking at what the City currently has, especially with changes in the environment.

Councilwoman Hurd said that she had recently spoken to staff and others about disallowing flag lots moving forward. She also felt there was an important need with respect to the tree law.

Mayor Cohn said that the difficult issue here was that there are vested property rights on the other side. He said that he knew the Planning Commission had some ideas.

Patty Yoon, 93 Oakland Beach Avenue, addressed the Council. She reported that the building happening at 97 Oakland Beach Avenue has destroyed the trees and caused many problems. She reported that she was there on behalf of many neighbors. She spoke of the issues associated with subdivisions and over-building. She said that Rye needs to do better. She disused the issue of flag lots. Ms. Yoon said that the other issue is overcrowding. She said that Rye's infrastructure cannot support it. She also talked about the issues of deforestation and

removal of privacy with the removal of trees. She urged the Council to think about what the right zoning is for the City.

Brooke Packard, 26 Oakwood Avenue, spoke against the proposed turf project at Nursery Field.

Marc Bruffett, 14 Hillside, addressed the Council. He stated that professionally, he was a partner in a global architecture and design firm. He said he was there to speak on the proposed traffic mitigation measures on the future redevelopment at the United Hospital site. He specifically discussed the proposed gates on Evergreen and Grandview at their intersections with High Street. He said that the reality is that the proposal is well intended, but fatally flawed. He said that while those created instant cul-de-sac streets, but to the detriment of other streets. He encouraged the Council to vote to turn down the proposal as it is premature and flawed by design. He encourage the Council to wait to study the real impacts of development, and consider alternatives beneficial to all homeowners. He said that we must recognize when our emotions to traffic is fearful. He urged the Council to wait to take action until appropriate, at which time there could be a real measure and study of traffic implications, if any. He felt that there was a predetermined solution without regard to professional study or guidance. He said that many neighbors were against the gates as they will have detrimental consequences to the rest of the community, but that the group never thought the idea of gates would be seriously entertained. He said that he agreed with Maser Consulting's professional report that traffic would be negligible. He urged the Council to take a holistic approach to traffic issues and vote no on these gates.

Richard Smith, 127 Evergreen Avenue, addressed the Council. He said what he was trying to do was have the City Council address all the problems in the neighborhood. He said he had been working on this proposal for quite some time. He recounted that the City tried barriers temporarily as a test. Mr. Smith said that the goal was safety. He said there would likely be a construction period of three years, which he was worried about. He supported the Traffic and Pedestrian Safety's proposal. He said they would like to see the City commit to the proposed gates.

Anne McCarthy, 125 Central Avenue, said she supported the backup legislation for the Rye Country Day School/ Thruway property. She said she was surprised to hear that the Boat Basin would be in the hauling services business. She asked that more commissions/committees post agendas and minutes on the City website.

City Manager Usry and the Council said that they would work to ensure that more Commissions and Committees would work with City staff to post agendas and minutes.

Paula Fung, 84 Elmwood, addressed the Council. She spoke in favor of keeping grass at Nursery Field and not converting it to turf. She felt that it was important to recognize the wetlands.

Tony and Randy Polito, 15 Winthrop Street, spoke about the dangerous and deadly effects of turf. They referenced an article entitled, "New Studies Show PFAs in Artificial Grass Blades and Backing," by Ketura Persellin and urged the Council to vote against artificial turf at Nursey Field.



Lorne Smith, 287 Rye Beach Avenue, address the Council He spoke against the proposed turf renovation of Nursery Field. He said that he lived closest to Nursery Field. He spoke against allowing a small group of donor residents to control how the public is spending its funds.

Shannon Dean-Smith, 287 Rye Beach Avenue, invited the Council to her home to observe the proximity to the field.

Irwin Lefkowitz, 38 Oakwood Avenue, spoke against the proposed turf renovation of Nursery Field. He said the most important thing about the installation is that it be properly and carefully drained. He said there is no way to drain it in a flood zone.

Suzanne Clary, 14 Dogwood Lane, said she was grateful to all the members of the City Council. She said she does not live near the Nursery Field, nor does she live near Rye Country Day, but said that the two issues are related. She asked at the Council do its due diligence on the issue and urged public disclosure and dialogue. She also urged the Council to decide how to spend any donor money, instead of having the donors decide. She asked the Council to slow the process down.

Councilman Mecca asked for clarification, as the residents seem to be supporting turf at the Rye Country Day School site despite all of their statements about the harm of turf, but not the Nursery Field site.

There was general discussion over process and respect of these sensitive matters in the community.

Francesca Mountain, 83 Elmwood Avenue, asked the Council to keep the grass at Nursery Field. She expressed concern about traffic implications and possible change to the neighborhood.

Lindsay Martin, 8 Elmwood, said that she was a lifelong Rye resident. She said she opposed turf at Nursery Field. She made a statement about the financial implications of the maintenance of the field in the long term.

Dan Adler, 62 Elmwood Avenue, addressed the Council. He said that he has respect for Rye Youth Athletic Foundation. He said that he felt the location was poor for a turf field. He asked to meet to discuss a potential compromise plan. There was discussion about the timeline that will be discussed at the next meeting of the City Council.

Councilwoman Tagger-Epstein stated that the group will not raise money for a natural field. She said that if the Council is truly honest about the analysis that it plans to do, it should determine that the money should be raised before the actual results are determined.

Councilwoman Hurd said that we are all Rye residents. She said this is a very emotional and upsetting issue for her as a Milton mom as there are many people in this situation, specifically on the Rye Youth Athletic Foundation, that are in that community. There will be a process here that will be followed. She said that the Council cannot speak on behalf of RYAF.

She clarified that this group was not an advocate for turf fields, but rather an advocate of increased recreational ability.

Libby Alexander, 290 Stuyvesant, stated she was a lifelong Rye resident. She read a letter from Tracy Brown of Save the Sound to the Council, against the installation of artificial turf in the Nursery Field location. She then stated that Rye has a history of looking at site specific projects instead of in a holistic manner. She asked that the Council look into funding a Master Plan to look at the issues in a relational way.

Gerry Seitz addressed the Council and asked about Robert's Rules of Procedure. He spoke about the City's proposed shared use agreement with Rye Country Day School. He asked if the Council was all in favor of reducing real estate taxes to the greatest extent possible. He asked if the Council was all in favor of finding alternative sources of money. He said that he had been before the Council on these items six or seven times. He urged the Council to make a commitment that all were in favor of lower taxes. He suggested that the Council appoint one person to be in charge of trying to proceed on this basis. He referenced hotel occupancy tax and parking meters, initiated when Mr. Seitz was on the City Council years prior.

Jill Somerville, 1 Hill Street, addressed the Council. She said she was very invested in the Rye youth sports community and felt fortunate to live in Rye. She said that she was in favor of grass fields over artificial turf.

7. Presentation of the proposed FY 2020 Budget by the City Manager.

City Manager Usry presented the proposed FY 2020 Budget. He read the following statement:

“Mayor Cohn and Council:

I am submitting tonight for your consideration the City Manager's recommended 2020 budget. My comments this evening will loosely follow those of my budget letter. Following this discussion, Joe Fazzino will be reviewing the specifics in greater detail.

The proposed 2020 operating budget is \$42.54mm and will require an increase in the real property tax rate of 1.70%.

The theme of this year's budget message is threefold:

- Financial Transition
- Capital Facilities Reinvestment
- Investing for the Future

**1. Financial Transition**

Following the 2008 recession, the City was forced to take drastic measures with its annual budget and capital plan resulting in higher taxes, reduced services and staffing, and the deferral of capital spending. In recent years we have benefitted from the robust economic recovery and now have a much improved financial picture.

However, the underlying financial picture leading into 2020 causes me some concern. In recent years, we have benefited from significant, one-time revenues and a dependence on continued growth in the real estate market. Throughout 2019 we have seen a number of signs that point to a general slow-down. The recent increase in the County sales tax by 1 %, and resulting City share will offset some of the revenue decline, but it will be another year until the offsetting impact of both are known.

Our challenge will continue to be meeting the community's high expectations for services in the face of increasing costs, new and expanded services and the desire to keep taxes and fees low.

*The budget implications of this financial transition includes:*

- **Sales and Uses Taxes**

Until we have a full year of actual data, revenues are difficult to forecast with great precision. The 2019 forecast and 2020 budget amounts are conservatively estimated. *Our 2020 budget assumes a \$700,000 increase over the 2019 budget.*

- **Building Permits**

For 2019 building activity declined for the first time since 2009, and we see this trend continuing into 2020. *Our 2020 budget reflects a \$400,000 decrease in building permit revenue.*

- **Interest Earnings**

Since the middle of 2019, interest rates have fallen by over .60%. Furthermore, during 2020 we expect to begin drawing on the Capital Projects Fund to pay for costs related to our capital projects, resulting in less monies being invested. *For 2020 we are budgeting a decline of \$50,000 in interest earning.*

## **2. Capital Facilities Reinvestment**

It is a surprise to no one that the City's infrastructure is in need of reinvestment. The most visible sign of this is our roads, but behind the scenes there are numerous examples of facilities that are ineffective at best and dangerous at worst. The costs of needed repair or replacement have skyrocketed over time and we are now well beyond the point of deferring these projects any longer. In the past two years, the increased spending for roads is now paying dividends. However, the roads will require outsized spending for some time to bring them in line with the expectations of our fellow citizens.

In addition, a number of the authorized projects totaling \$14.1mm are in the design and planning phase and we expect to begin hard cost expenditures in 2020. In early 2020, I will be coming to the Council with a definitive plan to undertake these projects, both financially and operationally.

Distinct from the CIP list is the remediation and ongoing monitoring of the City's sewer infrastructure resulting from the Save the Sound and DEC litigation. In 2020, we expect to

finalize this expense and fold it into our CIP. Similar to the authorized projects this will not be a discretionary spend. This will be a multi-year undertaking, and will significantly increase our financial obligation. In 2020, we will be examining the benefit of moving the sewer expense, including annual maintenance, to a separate enterprise fund. The data is now being collected to enable us to present the Council and community with the implications of such a change.

Finally, one of the unintended consequences of the recently passed *School District Bond Referendum* is the temporary, but nearly immediate displacement of two City programs. Beginning this summer, the school facilities used by Rye Rec for summer camp will not be available, at least for the next two summers. Superintendent Rogol, her staff and Commission have worked tirelessly to find suitable alternatives. We believe we have secured alternatives for two of the three camps. We believe we have minimized the financial impact of renting space, but these arrangements will not be signed until later this year. Although all realistic options were investigated for the temporary relocation of the Lower Camp, there are not temporary alternatives. The proposed plan is to undertake a renovation/upgrade of some of the facilities at Rye Rec Park. The benefit of this approach would be to provide a permanent home for the camp and to offer significantly improved year round facilities for the entire community. Later tonight Superintendent Rogol will be discussing this in greater detail.

The second area negatively impacted by the school closure is Rye TV. Rye TV's control and editing facilities, as well as studio are housed at the High School. The relocation of these facilities needs to be addressed in short order.

*2020 Budget Implications for capital facilities includes:*

- **City Street Resurfacing**

The proposed budget calls for \$1.9 million of spending for street resurfacing.

- **Capital Projects Fund**

The 2020 proposed budget reflects a transfer of \$1.75 million of General Fund unassigned monies and the transfer of Rye TV's unassigned fund balance to the City's Capital Fund. The transfers result in a Capital Reserve balance in excess of \$6.2 million.

## **Investing for the Future**

Over the past 10 years, one aspect of the City's operation that has been de-prioritized is long term planning and strategic investment. Although much of this was behind the scenes and not apparent to many, it can be easily seen and felt if you tour the City archives, make a Freedom of Information Law (FOIL) request, search building plans, etc. Furthermore, in recent years we have all read first hand news accounts of how municipalities have been hacked and held for ransom. In order to keep our information safe, but conveniently accessible, we should be investing in information and systems technology. We should also be moving to offer more online services where appropriate. There is no excuse that in the current age of technology, citizens are required to come to City Hall for all manner of permits and registrations. All of these will improve the community experience and make City operations more efficient. As part of this proposed budget, I am including specific monies to engage consultants to help us review our systems, including document retention, in order to plan for the

future.

Since 2008, administrative staffing has declined in some key areas. Although it was a financial necessity at the time, the loss of these professionals has caused challenges in meeting community needs. Clearly, we have to balance the financial costs of additional hires, but in the long run, they are critical to both meeting immediate operational demands, providing management for the significant capital projects to come, and planning for the future. As part of this budget, I am recommending that we add two key positions.

The Department of Public Works and the workings of the City Engineer are under tremendous pressure. We continue to ask more with limited support and staffing. The proposed 2020 Budget includes additional personnel support to meet the current demands, as well as the anticipated future demands as we begin undertaking our significant capital improvements. This position was authorized in 2019 and will be filled in 2020.

For the 2020 budget, I am including the cost of an Assistant City Manager. In prior years, the City Manager's office included up to two Assistant City Managers. As we embark on a variety of new projects, the demands on the City Manager's office have increased significantly. It is important that we have an Assistant City Manager in place in 2020.

Finally, given the numerous ongoing legal matters, I am also increasing the budget of Corporation Counsel to provide for greater resources. In addition to Corporation Counsel, the City uses outside counsel for labor related issues. With the one remaining labor agreement outstanding, I am leaving this budget unchanged for 2020. However, I expect that the agreement with the fir union will be successfully resolved in the coming year and we should see that expense reduced going forward.

Deputy Comptroller Fazzino addressed the Council. He gave a slideshow presentation on the Tentative 2020 Budget. He discussed an overview of the proposed General Fund budget in detail. The increase in property tax levy for 2020 is \$25,374,448, which translates to a tax rate of \$179.76 per thousand dollars of assessed value, a 1.70% rate increase. The increase in property taxes for an average home in the City (\$1.59 million market value) is \$73. The proposed overall tax levy for 2020 is \$570,570 under the allowable NYS Tax Levy Cap.

For Mr. Fazzino's detailed presentation please see the City website:  
<https://www.ryeny.gov/home/showdocument?id=11196>

Consideration to set a Public Hearing on the 2020 Budget for December 4, 2020.

Councilman Stacks made a motion, seconded by Councilman Mecca, to set a Public Hearing on the 2020 Budget for December 4, 2020.

8. Update of summer camp facilities by Rye Recreation.

City Manager Usry reported that due to the passage of the Rye City School District bond in 2019, the school improvements will remove the facilities used for summer camp over the next several years, as construction will be held over the summer.

Sally Rogol, Superintendent of Recreation, addressed the council. She thanked Erin Mantz, Deputy Recreation Superintendent, and Bart DiNardo, Recreation Commission, for their hard work as well. She stated that due to the school bond passed this year, the City was notified in that the City would have no use of the school district building for 2-4 years. To keep the camps local to Rye, City staff has worked tirelessly to reach out to organizations who could potentially host the various camps. Staff looked at many alternatives. Superintendent Rogol reported that as of yesterday, November 5, 2019, the City had a great meeting with Christ Church who is welcoming the City with open arms. The recommendation was to move forward with a memorandum of agreement. There have also been positive discussions with Resurrection School to help with the problem.

There was discussion over long term improvements to the facility at the Damiano Center/ Rye Recreation to provide ongoing benefits for camp and other recreational needs. There was then discussion over the needs and cost of short term rentals and capital cost for the long term, estimated to be approximately \$1 million.

Councilwoman Souza commented that she would rather see the City invest into its own facilities for long term needs for recreation and community purposes.

There was discussion about Talk about moving forward with the MOU with Christ Church and resurrection and process with moving forward on the capital improvements.

Mayor Cohn asked staff to try and determine what the return might be on the increased usage and to report back to the Council.

9. Update of the Street Resurfacing Program.

Ryan Coyne, Superintendent of Public Works, addressed the Council. He gave an update of the annual street resurfacing program for 2019. He reported that the streets were paved before Labor Day, finishing on time and under budget. The City then paved Bradford and a portion of Florence, Grace Church and Grapal. He said that the City was partially reimbursed by Con Ed for the paving that occurred within areas that Con Ed worked in 2019. Mr. Coyne said that the City's consultant was working on proposing a new PCI map for each street.

There was general talk about paving in the future.

Retroactive consideration of a request from Dr. Eric Byrne to waive parking restrictions at the snow field lot to accommodate general voting on November 5, 2019.

Councilman Mecca made a motion, seconded by Councilwoman Hurd, and unanimously carried, to retroactively approve waiving parking restrictions at the snow field lot to accommodate general voting on November 5, 2019.

10. Resolution to transfer \$105,000 from General Fund Contingency account to Personnel Legal Services account to cover expenses through the remainder of 2019.  
Roll Call

City Manager Usry said that there had been a number of labor-related issues that required legal services. This funding would be transferred from contingency to the Personnel legal services account to cover expenses.

Councilwoman Tagger-Epstein asked if the amount was for 2020 as well. City Manager Usry responded that it was for 2019, but that the proposed 2020 budget would be mindful for the future.

Councilman Stacks made a motion, seconded by Councilman Mecca, to adopt the following resolution:

**RESOLVED**, that the City Council authorizes the transfer of \$105,000 from General Fund Contingency account to Personnel Legal Services account to cover expenses through the remainder of 2019.

**ROLL CALL**

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

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

Mayor Cohn appointed Judith Linton with Council approval to the Sustainability Committee.

12. **Old Business/New Business.**

There was nothing to report under this agenda item.

13. **Adjournment**

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilwoman Souza and unanimously carried, to adjourn the meeting at 11:54 pm

Respectfully submitted,

Carolyn D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: November 7, 2019  
CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Discussion of draft proposed process for the SEQRA and LWRP Coastal Consistency review in connection with the proposed construction of a potential donor-funded turf field at Nursery Field.

**FOR THE MEETING OF:**

November 20, 2019

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:**

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

**BACKGROUND:**





OFFICE OF THE CITY MANAGER  
CITY OF RYE

**Tentative Rye Nursery Turf Field Improvement Project**

**Study Process Objectives:**

- To reach consensus from the City Council on a preferred design for the construction of a turf-field and related amenities at Nursery Field.
- To provide open and transparent process that provides information and seeks public input on the design of the turf field.
- To facilitate the advisory comments of the City's relevant boards and commissions.
- To have the City Council as Lead Agency review publically available SEQR documents and information culminating in a SEQR Determination of Significance (i.e. Negative Declaration or Positive Declaration) and make a determination of Coastal Consistency.

**Meeting 1 – Anticipated in January/February 2020:**

- Information provided in advance of the meeting and posted on the City website:
  - Completed Turf-Field Concept Plan and Related Details
  - Completed H&H Study
  - Part I of the Full Environmental Assessment Form with attachments as necessary.
  - Updated Preliminary Cost estimate
- Tentative City Council Meeting Agenda
  - Meeting Notice via City Website.
  - Meeting attended by Planning and Recreation Commission
  - Consultant Presentation of plan and H&H study results
  - Consultant Preliminary review of environmental impacts
  - City Council and Commission Q&A and feedback on plan
  - Public Comment on proposed plan and information

**Meeting 2 – Anticipated February/March 2020:**

- Information provided in advance of the meeting and posted on the City website:
  - Revised plans responsive to comments raised in Jan. 2020 meeting.
  - New or additional information responsive to comments in Jan. 2020 meeting.



OFFICE OF THE CITY MANAGER  
CITY OF RYE

- Tentative City Council Meeting Agenda
  - Meeting Notice via City Website and posting of Notification Sign on Milton Road
  - Consultant Presentation of revised plan and/or additional information.
  - City Council and Commission Q&A and feedback on plan and information.
  - Public Hearing on Proposed Plan
  - City Council consideration of SEQR Determination and LWRP Coastal Consistency.

**Meeting 3 – Anticipated March/April 2020:**

- Information provided in advance of the meeting and posted on the City website:
  - Revised plans responsive to comments raised in Feb. 2020 meeting.
  - New or additional information responsive to comments in Feb. 2020 meeting.
- Tentative City Council Meeting Agenda
  - Meeting Notice via City Website and posting of Notification Sign on Milton Road
  - Consultant Presentation of revised plan and/or additional information.
  - City Council and Commission Q&A and feedback on plan and information.
  - Second Public Hearing on Proposed Plan
  - City Council consideration of SEQR Determination and LWRP Coastal Consistency.

***Repeat Meetings as Necessary***



November 15, 2019

Rye City Council  
1051 Boston Post Road  
Rye, NY 10580

Members of the City Council,

We are writing to clarify two points central to the Rye Youth Athletic Foundation's effort to provide financing for a turf field at Nursery Field. As a reminder, RYAF is a non-profit community organization founded to help solve an identified problem for families in our community – the lack of available field space in Rye. A large and vocal group of disappointed parents inspired a handful of us to take action. As we have made progress, support for this effort has grown across the community.

1. Why is RYAF Advocating a Turf Field for Nursery Field vs a Grass Field?

We are advocating a turf field because it is the only viable solution to the identified problem. Field space in Rye is extremely limited. Bad weather exacerbates the problem, leading to even more cancellation of sports programs. Over the last year, Rye Youth Soccer lost over 30% of their playing time due to unplayable fields and teams that were scheduled to practice on Nursery Field were the worst hit, with some of them losing over 40% of their practice time. Rye Youth Lacrosse chose to use other neighboring turf fields for 22% of their scheduled time because of the inability to rely on the playing fields in Rye. In addition to organized sports cancellations, many of the fields are unavailable to the community throughout the year for spontaneous and informal activities, which we believe is one of the many benefits for children growing up in a neighborhood community.

Nursery Field has approximately 45 hours of demand per week from organized sports teams. However, Nursery Field is used only approximately 15 hours per week because of the poor condition of the field. The difference between the demand (45 hours) and supply (15

hours) is either unmet (cancelled sports sessions) or met by alternative solutions (usually involving families travelling to neighboring fields and towns and paying to use those fields, which are almost exclusively turf fields).

A turf field provides approximately 55 hours of use per week, almost four times the use of the current grass field. Replacing the current Nursery Field with a new, improved grass field does not solve the problem. A grass field is often not useable in early spring, requires periods where it cannot be used in order to keep it in suitable and safe condition, and requires significant downtime for reseeding. These issues will only increase with the passage of time.

**Simply stated, a turf field optimizes the use of this field and helps satisfy the community's need for field space. A new grass field, while costing almost the same as a turf field, does neither.**

2. Are the RYAF Funds Potentially Available for a New Grass Field at Nursery?

RYAF is committed to raising all of the funds privately to finance the Nursery Field turf project. Currently, we have approximately 50 early donors willing to help. Our goal is to have hundreds of families participate in the funding of this project.

**The funds being raised by RYAF are to support a turf field for Nursery Field. The RYAF funds are not available to finance a grass field because, as the council's engineering report identifies and we sincerely believe, a new grass field does not solve the utilization problem.**

We hope this letter clarifies our position on these two questions.

We also understand certain health and environmental issues have been raised with respect to turf fields. We openly embrace any and all questions about our efforts and this project, as we want the best outcome for our community. However, we take comfort in knowing that numerous states, universities and municipalities have investigated these same issues and found no connection between turf fields and health and environmental related issues. Further, RYAC is committed to supporting the infill product that is recommended by the Rye Recreation

---

Commission. We hope the council process will allow these questions to be discussed by experts in an objective, data-driven forum.

Please do not hesitate to reach out to us if you have additional questions.

Thank you for your time and service.

Regards,

A handwritten signature in blue ink, appearing to be 'B. H.', is written over the text 'The Board of Directors'.

The Board of Directors

Rye Youth Athletic Foundation



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: November 7, 2019  
CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Resolution declaring the formation of a Boat Basin Special Committee.

**FOR THE MEETING OF:**

November 20, 2019

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:** That the Mayor and Council pass this resolution.

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

**BACKGROUND:**

As the Boat Basin potentially faces a very costly dredging project that would require the financial assistance of the City, the formation of a Special Committee will allow a dedicated group to determine the most appropriate plan forward.

See attached resolution.

**RESOLUTION OF THE CITY OF RYE CITY COUNCIL ESTABLISHING A  
TEMPORARY BOAT BASIN SPECIAL COMMITTEE**

WHEREAS, the Boat Basin of the City of Rye (the “City”) was established as an Enterprise Fund in 1985; and

WHEREAS, until now the Boat Basin has been self-sustaining without financial or operational support from the City; and

WHEREAS, the Boat Basin is becoming increasingly unusable by larger boats due to continuous silt build-up, an issue that will affect more boats with each passing year; and

WHEREAS, the future of the Boat Basin’s existence is contingent upon costly dredging projects in order to be a viable, operating marina that will necessitate the financial assistance of the City; and

WHEREAS, the Army Corps of Engineers is no longer funding these types of local projects; and

WHEREAS, the City would like to identify ways for the Boat Basin to have a sustainable future while at the same time protecting the tax dollars of the community at large, not just the marina members; and

WHEREAS, the City does not currently have sufficient data to determine what, if any, dredge plan is most appropriate both financially and operationally, and

WHEREAS, the City wants to establish a temporary committee to provide guidance to the City Manager, the City Council, as well as other boards and committees within the City, to complete a thorough review of the issues facing the Boat Basin as well as an analysis of the dredging options (costs vs. benefits) available to ensure the future of the Boat Basin that would be in the best interests of the City,

NOW, THEREFORE, BE IT RESOLVED, that the City of Rye Boat Basin Special Committee is hereby established; and be it further

RESOLVED, that the Committee shall be appointed by the City Council and that one member shall be designated by the Mayor as Chairman, and be it further

RESOLVED, that the Committee shall be comprised of the following:

1. No less than 5 members consisting of:
  - a. Two members of the Boat Basin Commission;
  - b. Two members of the Finance Committee;

- c. A member of the Planning Commission;
2. Additional staff as needed and determined by the City Manager to act in an advisory capacity, and be it further

RESOLVED, that the Committee shall have the following duties and powers:

1. Establish Committee rules and procedures for meetings and as acceptable to the City Manager;
2. Determine the initial scope of work and a set plan of diligence;
3. Engage all necessary external parties including but not limited to Consultants, City Staff, the Army Corps of Engineers, etc. in order to provide its findings in a timely fashion;
4. Determine, in good faith, all appropriate interested parties affected or benefited by the dredging of the Boat Basin and the Milton Harbor Channel and reach out as deemed necessary for input;
5. Determine and develop the scope of dredging as well as alternative plans, if deemed advisable, for the Boat Basin future;
6. Provide cost benefit analyses regarding the dredging options;
7. Reach out to the community and other relevant user-groups regarding their desire for such an endeavor;
8. Establish a timeline for dredging as well as a list of responsibilities;
9. Make recommendations to the City Manager regarding the most suitable approach for dredging the Boat Basin or provide alternative recommendations based on its findings;
10. Make recommendations to the City Manager for an appropriate and sustainable revenue model for the Boat Basin taking into account, among other things, the need for future dredging requirements;

RESOLVED, that the Committee shall have the following term:

1. Two-year term and each member shall serve for 2 years



2. If under any circumstance, a member cannot complete his/her 2-year term, the Council will appoint a new member in his/her stead;
3. The City Council may extend the time of the Committee terms at its will, as needed.



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: November 7, 2019  
CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Resolution of the Rye City Council to assume Lead Agency status for the SEQRA and LWRP Coastal Consistency Review for the Milton Harbor Dredging project.

**FOR THE MEETING OF:**  
November 20, 2019  
**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** Please review that attached information from the NYSDEC and adopt the resolution below.

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

**WHEREAS,** The City of Rye has applied to the New York State Department of Environmental Conservation (NYSDEC) for tidal wetland permit(s) in connection with the proposed dredging of the Milton Harbor Navigation Channel; and

**WHEREAS,** the NYSDEC submitted a 30-day Notice of Intent to Establish Lead Agency to the City of Rye dated October 26, 2019 *[attached hereto]* in which it states that the NYSDEC has no objection to the City assuming Lead Agency status for the environmental review of this project;

**NOW, THEREFORE, BE IT RESOLVED,** that the Rye City Council declares itself Lead Agency and will assume responsibility for determining the need for an environmental impact statement (EIS) for this project; and

**BE IT FURTHER RESOLVED,** that the Rye City Council requests that no permit be issued by the NYSDEC until such time as it has received written confirmation from the City as to the consistency of the proposed action with the coastal policies of the City-adopted Local Waterfront Revitalization Plan (LWRP).

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

## Division of Environmental Permits, Region 3

21 South Putt Corners Road, New Paltz, NY 12561-1620

P: (845) 256-3054 | F: (845) 255-4659

www.dec.ny.gov

To: City of Rye  
NYSDOS

## Notice of Intent to Establish Lead Agency

**Project Name:** Milton Harbor Dredge

**Project Location:** 650 Milton Road, City of Rye, Westchester County

**Project Sponsor:** City of Rye

**DEC Project No.:** 3-5514-00041/00021, /00022 & /00023

**DEC Permits:** Tidal Wetlands, Excavation & Fill in Navigable Waters, Water Quality Certification

**SEQRA Classification:** ☒ Type I ☐ Unlisted

**DEC Contact Person:** Sarah Pawliczak **Telephone No.** 845-256-3050

### DEC Position:

- ☒ DEC has no objection to your agency assuming lead agency status for this action.
- ☐ DEC wishes to assume lead agency status for this action.
- ☐ Other. (See comments below)

### Comments:

The Lead Agency must determine the need for an environmental impact statement (EIS) on this project. If you have an interest in being Lead Agency, please contact this office within 30 days of the date of this letter. Please inform DEC of: 1) your jurisdiction in this action, 2) your interest in assuming the responsibilities of Lead Agency, and 3) issues of concern which you believe should be evaluated. If no response is received within 30 days of the date of this Notice, it will be assumed that DEC is established as Lead Agency.

Encl: Copy of the SEQR Full Environmental Assessment Form and application for permits received  
August 2, 2019

10/26/19  
Date

Sarah Pawliczak  
Division of Environmental Permits

cc: David Provencher, Coastline Consulting & Development, LLC  
Ryan Coyne, City of Rye City Engineer  
Army Corps of Engineers



Department of  
Environmental  
Conservation

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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**Department of  
Environmental  
Conservation**

October 25, 2019

Mr. David Provencher  
Coastline Consulting & Development, LLC  
57-B East Industrial Road  
Branford, CT 06405

Re: Milton Harbor Navigation Channel Dredging  
DEC Facility ID #: 3-5514-00041/00021 (WQ), /00022 (TW), /00023 (EF)  
City of Rye, Westchester County  
**Notice of Incomplete Application**

Dear Mr. Provencher:

I apologize for the delay in response. The New York State Department of Environmental Conservation (Department) has reviewed the application that was submitted by Coastline Consulting & Development, LLC on behalf of the City of Rye and received by this office on August 2, 2019 for permits pursuant to Article 25 of the Environmental Conservation Law (ECL), Tidal Wetlands, Article 15, Title 5, Excavation and Fill in Navigable Waters, and a Section 401 Water Quality Certification. The project involves the proposed dredging of 683,145 square feet (sq. ft.) of the Milton Harbor navigational channel. Approximately 10,074 cubic yards of material will be dredged. The dredged material is proposed to be disposed of in the Western Long Island Sound disposal site.

### **Sampling and Analysis Plan**

DEC Division of Water staff have reviewed the sediment sampling data and determined that the dredge material would be considered Class B sediments. Dredging should be conducted applying the Best Management Practices for Class B sediment (TOGS 5.1.9, Table 3) which include from the table "usually no barge overflow but may be allowed on site specific basis."

### **Tidal Wetlands**

The area of the proposed dredging is mapped as the Tidal Wetland classification: littoral zone. The Tidal Wetlands regulations 'Use Guidelines' (6 NYCRR Section 661.5) deems the dredging of all classes of tidal wetlands to be a "Presumptively Incompatible Use" but maintenance dredging is a "Generally Compatible Use."

Maintenance dredging is defined in the Tidal Wetlands regulations as "excavation to restore the depth of underwater lands to elevations which are demonstrated to the reasonable satisfaction of the department to have been lawfully in existence within 20 years preceding the date of the application" (6 NYCRR Section 661.4(r)). To overcome the presumption of incompatibility, the applicant must either demonstrate that this is



**Department of  
Environmental  
Conservation**

maintenance dredging or that “the proposed activity will be compatible with the area involved and with the preservation, protection and enhancement of the present and potential values of tidal wetlands” pursuant to Section 661.9(b)(1)(v).

The application materials do not identify the date that dredging last occurred. For a determination of maintenance dredging, the applicant must provide documentation of the depth of underwater lands in existence within the last twenty years and relate this to the applicant's current dredging application. If a post-dredging survey was completed, this survey could satisfy this requirement. Clarification on the date of the most recent dredging is required.

For non-maintenance dredging to be permitted, the applicant will need to consider the present or potential value(s) of the affected tidal wetlands as set forth in the findings in Section 661.2 and demonstrate that the action meets permit issuance standards as defined in Section 661.9. This will need to include consideration of the expected persistence of the area and the frequency of the subsequent dredging that will be required to maintain the area.

The applicant proposes to dredge to elevation -5 ft. within an historic dredge footprint. It is unclear if this depth includes overdraft or if overdraft is necessary. Please clarify accordingly.

The top of the slope is considered the dredge boundary however, the plans show the dredge boundary as the bottom of the slope. Please revise the plans accordingly to clarify the proposed dredge in the same footprint as the previous dredge footprint. If the proposed dredged area or volume of dredge material changes as a result of the plan revisions, please provide an updated calculation. This calculation must also include slope dredging.

For all proposed dredging, methods for controlling turbidity during dredging must be provided. Please confirm that the proposed “clamshell” bucket is closed. If not, Department staff recommend the use of a closed bucket. If a closed bucket will be used, a dewatering plan is also required for review.

The narrative states that “material dewatering will primarily occur aboard, the scow, where water is discharged through the scuppers or over the sides as it is displaced by the material.” As proposed, this dewatering method does not meet permit issuance standards. If decanting is required, the Department requires a 24-hour holding period before pumping the water out.

Please note that if dredging is permitted, time limitations on work are required to reduce impacts to local fisheries, with all dredging to take place between October 1<sup>st</sup> and January 15<sup>th</sup>.

**Protection of Waters – Excavation/Fill & Section 401 Water Quality Certification**

Milton Harbor is a class SB waterbody in this location and does not require a Stream Disturbance permit. However, any excavation or fill below MHW does require a permit for Excavation/Fill in Navigable Waters.

As a permit pursuant to Section 404 of the Clean Water Act is required from the USACE, a Water Quality Certification is also required. While the DEC has a Blanket Water Quality Certification that covers some Nationwide Permits, it does not authorize projects that are located in Tidal Wetlands. Therefore, an individual Section 401 Water Quality Certification will be required from the DEC.

No additional information is required for Excavation/Fill, or Water Quality Certification beyond that needed for the tidal wetland application.

**State-Listed Species**

The proposed project is located in or near records of the species least bittern (*Ixobrychus exilis*), king rail (*Rallus elegans*), common tern (*Sterna hirundo*), and spawning areas for anadromous fish.

A time-of-year restriction will be required for this project with all work taking place between October 1<sup>st</sup> and January 15<sup>th</sup>. A plan note referencing this time restriction must be added to all applicable plans.

**Uniform Procedures**

Under Uniform Procedures, 6 NYCRR §621, each permit type has designations for minor actions:

- Tidal wetlands – Actions categorized as “Generally Compatible” are minor;
- Excavation/Fill – Minor actions include maintenance dredging occurring at least once every 10 years; total area of excavation or placement of fill of 5,000 square feet or less; in-kind and in-place repair and rehabilitation would be considered minor regardless of the area of disturbance; and or fill of less than 100 cubic yards; and
- Water Quality Certification – Minor actions include projects that will not exceed the minor project thresholds established for protection of waters or tidal wetlands.

Unless it can be demonstrated that this is a maintenance dredge which previously occurred within the last 10 years (Protection of Waters Excavation & Fill minor requirement), then the project will be major.

**State Environmental Quality Review (SEQR)**

This action appears to be a ‘Type 1’ action requiring a coordinated review; SEQR regulations §617.4(b)(6)(i) identifies “physical alteration of 10 acres” as a Type I threshold and the acreage of this project is listed as 15.6 acres. No application can be deemed complete until the Lead Agency determines the significance of this ‘Type 1’ action in

writing. A letter initiating coordination is being sent to the City in conjunction with this Notice. DEC would have no objection to the City of Rye assuming Lead Agency status, however, unless a response is received within 30-days, DEC will assume Lead Agency.

Please note that page 2 of the Short EAF, states that the proposed upland disposal site will be out of the 100-year floodplain, however the rest of the application materials state that the dredged sediment is proposed to be disposed of in-water in the Western Long Island Sound disposal site.

### **Coastal Zone Management**

The proposed project is located within the adopted Local Waterfront Revitalization Plan (LWRP) areas of the City of Rye. As per 6 NYCRR §617 and 6 NYCRR §621, the Department is required to coordinate with the local government responsible for the LWRP in order to confirm consistency with the LWRP. By copy of this letter, staff request the City confirm, in writing, when resubmitting, whether the proposed project is consistent with the adopted LWRP.

The following items are required for a complete application; please note that underlined items are specifically required by the regulations:

**1. Revised plans which include:**

- a. Methods for controlling turbidity during dredging. If an environmental bucket will be used, a dewatering plan must be included.
- b. Plan note on TOY restriction on all applicable plan sheets:  
“All work to take place between October 1<sup>st</sup> and January 15<sup>th</sup>”
- c. Dredge boundary shown as the top of slope.

**2. Narrative addressing:**

- a. Documentation of the underwater depths within the last twenty years;
- b. For non-maintenance dredging, provide how the proposal meets permit issuance standards as defined in Section 661.9 and considers the present or potential value(s) of the affected tidal wetlands as set forth in the findings in Section 661.2, including the expected persistence of the area and the frequency of the subsequent dredging that will be required to maintain the area;
- c. If proposed depth includes overdraft or if overdraft is necessary;
- d. If dredge boundary changes, provide revised total area of dredge footprint and volume of dredge material. This calculation must also include slope dredging.
- e. Method for controlling turbidity during dredging must be provided. Confirm that the proposed “clamshell” bucket is closed.
- f. If a closed bucket will be used, a dewatering plan is also required for review.
- g. Confirmation that if decanting is required, a 24-hour holding period will be provided before pumping the water out.

Re: DEC Facility ID#: 3-5514-00041/00021-23  
Milton Harbor Navigational Channel Dredging – City of Rye, Westchester County  
Notice of Incomplete Application

3. A completed Full Environmental Assessment Form.
4. A major action under Uniform Procedures will be subject to a \$900.00 Tidal Wetlands application fee; minor projects require a \$200 fee. The tidal wetland application fee is not required for a complete application but is necessary for a final decision. A non-refundable check or money order is required, made out to NYSDEC.

Please provide **two copies** of all items with a PDF.

If there are any questions, please feel free to contact me at 845-256-3050 or by email at [sarah.pawliczak@dec.ny.gov](mailto:sarah.pawliczak@dec.ny.gov).

Respectfully,



Sarah Pawliczak  
Division of Environmental Permits

cc: Angela Schimizzi, NYSDEC Division of Marine Resources  
Lisa Masi, NYSDEC Bureau of Wildlife  
Karen Woodfield, NYSDEC Division of Water, Albany  
Stephen Knowles, Army Corps of Engineers  
NYSDOS Coastal Management Program  
Ryan Coyne, City of Rye City Engineer  
Christian Miller, City of Rye City Planner





# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: November 7, 2019  
CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Resolution authorizing City Manager to enter into a Memorandum of Agreement with the Resurrection School to allow Rye Recreation to host Upper Camp in its facility for the summer of 2020.

**FOR THE MEETING OF:**

November 20, 2019

**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:**

Because Rye Schools will be unavailable for use by Rye Rec camps during summer construction, Rye Rec Superintendent, Sally Rogol, worked with Resurrection School to accommodate Upper Camp for the summer of 2020.

See attached agreement.



November \_\_\_\_, 2019

Monsignor Dwyer  
Resurrection School  
910 Boston Post Rd.  
Rye, NY 10580

Dear Monsignor Dwyer,

The City of Rye's Recreation Department and the Resurrection Parish have had discussions regarding a business arrangement whereby Resurrection School would grant to the City of Rye the right to use the Resurrection School's facilities for the City of Rye's "Day Camp" for the summer of 2020.

Please find enclosed the Agreement for the City of Rye to operate their Day Camp programs at Resurrection School.

If you have any questions or concerns, please do not hesitate to contact me,

Sincerely,

Sally Rogol  
*Superintendent*, City of Rye Recreation Department  
1051 Boston Post Road  
Rye, New York 10580  
srogol@ryeny.gov  
(914) 967-2535



November , 2019

Monsignor Dwyer  
Resurrection School  
910 Boston Post Rd.  
Rye, New York 10580

Dear Monsignor:

The following Agreement between the City of Rye (the “City”) and Resurrection School is to take effect upon signing.

1. TERM/ FACILITY USE

The City will operate its Day Camp at Resurrection School during the dates of June 29, 2020 and ending August 7, 2020. The City will use the following program areas within Resurrection School’s Facility:

- The Elementary School, including 4-6 classrooms, restrooms, the upper level gymnasium, the lower level cafeteria, the ‘snoopy’ room and the lower gymnasium. There will also be the occasional use of the playground, as properly arranged with Rye YMCA. All daily custodial cleaning will be included.

2. HOURS OF FACILITY USE

Day Camp:

- |   |                 |
|---|-----------------|
| • Early Morning Drop-Off:                     | 8:00am – 8:30am |
| • Camp day:                                   | 8:30am – 3:00pm |
| • Extended Care (off-site at Rye Recreation): | 4:00pm – 6:30pm |
| • Staff Hours:                                | 7:30am – 3:30pm |

3. FEES:  
The City will pay Resurrection School the following: \$600/day
4. RULES:  
All City staff and participants shall adhere to any and all rules and regulations of Resurrection School property presently existing or implemented by Resurrection School acting reasonably during the term. Resurrection School shall provide a copy of existing rules and regulations. If there are any changes, Resurrection School will notify the City.
5. STAFFING:
  - The City's Day Camp programs are licensed by the Westchester County Department of Health. Staff to camper ratios, as well as staff training, are in compliance with the Westchester County Department of Health.
  - In addition, the parties agree that the City, under this agreement, will be providing programming and skilled, certified personnel to conduct activities at Resurrection School. The City shall conduct supervisory activities only during the times when conducting its programs and shall bear no responsibility whatsoever outside of those specified hours of operation. Resurrection School may request replacement of City personnel who are or become unacceptable to Resurrection School acting reasonably. In such event, the City agrees to promptly provide qualified replacement personnel.
6. COMMUNICATION WITH SCHOOL REPRESENTATIVES:  
Normal communications will be with the Director in charge of the specific programming. Director in charge of the programming would inform the Supervisory Staff of all requests from the school; other daily communications about schedules or specific situation's will be through Sally Rogol, Superintendent or Assistant Superintendent Erin Mantz.
7. MAINTENANCE:  
Resurrection School will be responsible for ongoing maintenance of all facilities at Resurrection School. Resurrection School will ensure that bathrooms are fully stocked and trash is emptied on a regular basis.
8. PARKING:  
The City shall ensure its personnel and any participants in any programs of the City at Resurrection School to park only in the designated parking lots.
9. INSURANCE:
  - *9.1 Insurance* – City of Rye. The City shall maintain liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate as well as an umbrella liability policy in the amount of \$5,000,000 at all times during the term. Such policies shall

name Resurrection School as an additional insured on such policies. The City shall provide evidence of such policies at all times during the term at request of Resurrection School.

- *9.2 Insurance* – Resurrection School. Resurrection School shall maintain liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate as well as an umbrella liability policy in the amount of \$5,000,000 at all times during the term. Such policies shall name the City of Rye as an additional insured on such policies. Resurrection School shall provide evidence of such policies at all times during the term at request of the City.

#### 10. INDEMNIFICATION:

- *10.1 Indemnification* – the City. The City hereby indemnifies Resurrection School and holds it harmless from and against all claims, liabilities, damages, losses, cost and expenses (including reasonable attorneys' fees) arising out of any action, claim, suit or proceeding brought by any third party resulting from, related to or in connection with this agreement or the use of the premises by the City, its personnel, participants and guests, except for the gross negligence or willful misconduct of Resurrection School. This provision shall survive the termination of this agreement.
- *10.2 Indemnification* – Resurrection School. Resurrection School hereby indemnifies and holds the City harmless from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of any action, claim, suit, or proceeding brought by any third party resulting from, related to or in connection with this Agreement or related to Resurrection School's responsibility herein to maintain the premises and surrounding grounds in a condition that is safe for the City's personnel, participants and guests, to access the designated portions of the premises during the City scheduled program times and events. This provision shall survive the termination of this agreement.

#### 11. MISCELLANEOUS:

(A) This Agreement shall not be assigned, sublicensed or otherwise transferred to any other party without the prior written consent of Resurrection School. Any attempted assignment, sub-license or transfer shall be void and shall be a breach of this Agreement.

(B) Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been effectively given: (i) immediately upon personal delivery of a facsimile transaction to the parties to be notified (ii) one (1) day after deposit with a commercial overnight courier with tracking capabilities, or (iii) three (3) days after deposit with the United States Postal Service, by registered or certified mail, postage prepaid to the respective addresses of the parties as set forth above.

(C) The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement, nor shall any delay by either party in exercising any right under this Agreement operate as a waiver of any such right.

(D) All section headings and indices are inserted for convenience only and shall not affect the interpretation of this Agreement.

(E) This Agreement shall not be construed against any party by reason of the fact that such party or such party's attorney drafted this agreement or any portion hereof.

(F) This Agreement constitutes the entire agreement between us pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between us with respect to such subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties.

(G) This Agreement shall be interpreted in accordance with the laws of the State of New York. The parties consent to the jurisdiction of the federal and state courts located in the State of New York with venue in Westchester County.

Agreed to by:

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City of Rye  
By: Greg Usry  
Interim City Manager

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Date

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Resurrection School  
By: Monsignor Dwyer  
Authorized Signatory

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Date



# CITY COUNCIL AGENDA

NO.

DEPT.: City Manager

DATE: November 7, 2019

CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Resolution authorizing City Manager to enter into a Memorandum of Agreement with the Christ Church to allow Rye Recreation to host Kiddy Camp in its facility for the summer of 2020.

**FOR THE MEETING OF:**

November 20, 2019

**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:**

Because Rye Schools will be unavailable for use by Rye Rec camps during summer construction, Rye Rec Superintendent, Sally Rogol, worked with Christ Church to accommodate Kiddy Camp for the summer of 2020.

See attached agreement.



November \_\_, 2019

Reverend Kate Malin  
Christ's Church  
2 Rectory Street  
Rye, NY 10580

Dear Reverend Malin,

The City of Rye's Recreation Department and the Christ's Church Parish have had discussions regarding a business arrangement whereby Christ's Church would grant to the City of Rye the right to use the church's facilities for The City of Rye's "Kiddy Camp" for the summer of 2020.

Please find enclosed the Agreement for the City of Rye to operate their Kiddy Camp program at Christ's Church.

If you have any questions or concerns, please do not hesitate to contact me,

Sincerely,

Sally Rogol  
*Superintendent*, City of Rye Recreation Department  
1051 Boston Post Road  
Rye, New York 10580  
srogol@ryeny.gov  
(914) 967-2535





November , 2019

Reverend Kate Malin  
Christ's Church  
2 Rectory Street  
Rye, NY 10580

Dear Reverend:

The following Agreement between the City of Rye (the "City") and Christ's Church (the "Church") is to take effect upon signing.

1. TERM/ FACILITY USE

The City will operate its Day Camp at the Church during the dates of June 29, 2020 and ending August 7, 2020. The City will use the following program areas within the Church's Facility:

- Five (5) classrooms, the kitchen area, the art room and the playground.  
All daily custodial cleaning will be included.

2. HOURS OF FACILITY USE

Day Camp:

- Camp day: 9:00am – 12:00pm
- Staff Hours: 8:00am – 12:30pm

3. FEES:

The City will pay the Church the following: \$600/week

4. RULES:

All City staff and participants shall adhere to any and all rules and regulations of Church property presently existing or implemented by the Church acting reasonably during the term. The Church shall provide a copy of existing rules and regulations. If there are any changes, the Church will notify the City.

5. STAFFING:

- The City's Day Camp programs are licensed by the Westchester County Department of Health. Staff to camper ratios, as well as staff training, are in compliance with the Westchester County Department of Health.
- In addition, the parties agree that the City, under this agreement, will be providing programming and skilled, certified personnel to conduct activities at the Church. The City shall conduct supervisory activities only during the times when conducting its programs and shall bear no responsibility whatsoever outside of those specified hours of operation. The Church may request replacement of City personnel who are or become unacceptable to the Church acting reasonably. In such event, the City agrees to promptly provide qualified replacement personnel.

6. COMMUNICATION WITH SCHOOL REPRESENTATIVES:

Normal communications will be with the Director in charge of the specific programming. Director in charge of the programming would inform the Supervisory Staff of all requests from the school; other daily communications about schedules or specific situation's will be through Sally Rogol, Superintendent or Erin Mantz, Assistant Superintendent.

7. MAINTENANCE:

The Church will be responsible for ongoing maintenance of all facilities at the Church. The Church will ensure that bathrooms are fully stocked and trash is emptied on a regular basis.

8. PARKING:

The City shall ensure its personnel and any participants in any programs of the City at the Church to park only in the designated parking lots.

9. INSURANCE:

- *9.1 Insurance* – City of Rye. The City shall maintain liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate as well as an umbrella liability policy in the amount of \$5,000,000 at all times during the term. Such policies shall name Christ's Church as an additional insured on such policies. The City shall provide evidence of such policies at all times during the term at request of the Church.
- *9.2 Insurance* – Christ's Church. The Church shall maintain liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate as well as an umbrella liability policy in the amount of \$5,000,000 at all times during the term. Such policies

shall name the City of Rye as an additional insured on such policies. The Church shall provide evidence of such policies at all times during the term at request of the City.

10. INDEMNIFICATION:

- *10.1 Indemnification* – the City of Rye. The City hereby indemnifies the Church and holds it harmless from and against all claims, liabilities, damages, losses, cost and expenses (including reasonable attorneys' fees) arising out of any action, claim, suit or proceeding brought by any third party resulting from, related to or in connection with this agreement or the use of the premises by the City, its personnel, participants and guests, except for the gross negligence or willful misconduct of the Church. This provision shall survive the termination of this agreement.
- *10.2 Indemnification* – Christ's Church. The Church hereby indemnifies and holds the City of Rye harmless from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of any action, claim, suit, or proceeding brought by any third party resulting from, related to or in connection with this Agreement or related to the Church's responsibility herein to maintain the premises and surrounding grounds in a condition that is safe for the City's personnel, participants and guests, to access the designated portions of the premises during the City's scheduled program times and events. This provision shall survive the termination of this agreement.

11. MISCELLANEOUS:

- (A) This Agreement shall not be assigned, sublicensed or otherwise transferred to any other party without the prior written consent of the Church. Any attempted assignment, sub-license or transfer shall be void and shall be a breach of this Agreement.
- (B) Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been effectively given: (i) immediately upon personal delivery of a facsimile transaction to the parties to be notified (ii) one (1) day after deposit with a commercial overnight courier with tracking capabilities, or (iii) three (3) days after deposit with the United States Postal Service, by registered or certified mail, postage prepaid to the respective addresses of the parties as set forth above.
- (C) The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement, nor shall any delay by either party in exercising any right under this Agreement operate as a waiver of any such right.
- (D) All section headings and indices are inserted for convenience only and shall not affect the interpretation of this Agreement.
- (E) This Agreement shall not be construed against any party by reason of the fact that such party or such party's attorney drafted this agreement or any portion hereof.
- (F) This Agreement constitutes the entire agreement between us pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between us with respect to such subject matter. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties.

(G) This Agreement shall be interpreted in accordance with the laws of the State of New York. The parties consent to the jurisdiction of the federal and state courts located in the State of New York with venue in Westchester County.

Agreed to by:

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City of Rye  
By: Greg Usry  
Interim City Manager

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Date

---

Christ's Church  
By: Reverend Kate Malin  
Authorized Signatory

---

Date



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: November 7, 2019  
CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Authorization for City Manager to enter into an Inter-municipal Agreement with Westchester County for the Stop-DWI Patrol for the City of Rye Police Department.

**FOR THE MEETING OF:**

November 20, 2019

**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:**

In an effort to increase the enforcement of laws against DWI and maintain a County-wide record keeping standard for this information, the County is requesting a continued municipal participation in the STOP-DWI Patrol Project. In exchange for the City's participation, the County will reimburse the City an amount not to exceed \$10,000.

The Agreement is for a one-year period commencing October 1, 2019 through September 30, 2020.

See attached documentation.

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between:

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

Acting by and through its Department of Public Safety Services (hereinafter referred to as the "Department")

and

\_\_\_\_\_ a municipal corporation of the State of New York having an office and place of business at \_\_\_\_\_, New York \_\_\_\_\_ acting by and through the \_\_\_\_\_ Police Department, (hereinafter referred to as the "Municipality").

1. The Municipality shall run special enforcement details to conduct high visibility road checks, saturation patrols, and drug recognition expert call outs, as more particularly described in Schedule "A", attached hereto and made a part hereof (hereinafter the "Work").

2. In consideration for services rendered, the County shall pay the Municipality an amount not to exceed TEN THOUSAND (\$10,000.00) DOLLARS, payable at the actual authorized pay rates of the participating officers based upon the number of hours worked, to be paid upon completion of the Work as provided in Schedule "A", which is attached to and forms a part of this Agreement, and as set forth herein.

3. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's actual receipt of funds from the New York State STOP-DWI Foundation.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the New York State STOP-DWI Foundation, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under

this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

4. The Work to be performed pursuant to the terms of this Agreement shall commence October 1, 2019 and continue through September 30, 2020.

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

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

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

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

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

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

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

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

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



8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

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

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

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

To the County:

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

With a copy to:

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

with a copy to:

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

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

**THE COUNTY OF WESTCHESTER**

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

**MUNICIPALITY**

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

Approved by the Westchester County Board of Acquisition and Contract  
on the 27th day of November, 2019

Approved as to form  
and manner of execution

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

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
(MUNICIPAL CORPORATION)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

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

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

\_\_\_\_\_  
(Person executing agreement)

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

was, at the time of execution

\_\_\_\_\_  
(Title of such person)

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

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public  
Date

## **SCHEDULE A**



### **Enforcement Crackdowns**

October 1, 2019-September 30, 2020

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

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

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

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

HALLOWEEN:	October 31 – November 3, 2019
THANKSGIVING:	November 27 – December 1, 2019
HOLIDAY SEASON (NATIONAL):	December 11, 2019 - January 1, 2020
SUPER BOWL:	January 31 – February 3, 2020
ST. PATRICK'S DAY:	March 13 – 18, 2020
MEMORIAL DAY	May 22 - 26, 2020
JULY 4TH:	July 3 - 6, 2020
LABOR DAY (NATIONAL):	August 19 - September 7, 2020

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

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

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

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

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

**DRE Call Out Procedure:**

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

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

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

**SCHEDULE "B"**  
**STANDARD INSURANCE PROVISIONS**  
**(MUNICIPALITY)**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **SCHEDULE "C"**

### **Westchester County Vendor Direct Program Frequently Asked Questions**

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Westchester County • Department of Finance • Treasury Division

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:  
(check one)

☐ New

☐ Change

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

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

### Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

### Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:  
(check one)

☐ Checking

☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

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

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## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

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

### Section I - VENDOR INFORMATION

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

### Section II - FINANCIAL INSTITUTION INFORMATION

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



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager's Office DATE: November 14, 2019  
CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Resolution designating the days and time of regular meetings of the City Council for 2020 setting January 8, 2020 as the first regular meeting.

**FOR THE MEETING OF:**

November 20, 2019

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Mayor and City Council schedule the first regular meeting date of the City Council for January 8, 2020.

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

**BACKGROUND:** The Rye City Charter stipulates that the City Council meet within the first two weeks of January in each year and shall hold stated meetings at least twice a month, except for the months of June through September when only one stated meeting per month need be held.

See Attached Calendar

# 2020 City Council Meetings Calendar

January 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



**Council Meeting Dates**



**Budget Workshops**



**Joint City Council/School Board Meeting**

**February 17-21**

**School Mid-Winter Recess**

**April 6-10**

**School Spring Break**

**November 3**

**Election Day**