

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

**REGULAR MEETING OF THE CITY
COUNCIL VIA ZOOM CONFERENCE
Wednesday, October 21, 2020
6:45 p.m.**

PURSUANT TO GOVERNOR CUOMO'S EXECUTIVE ORDER No. 202.1, REQUIREMENTS UNDER THE OPEN MEETINGS LAW HAVE BEEN SUSPENDED AND PUBLIC BODIES MAY MEET WITHOUT ALLOWING THE PUBLIC TO BE PHYSICALLY PRESENT. FOR THE HEALTH AND SAFETY OF ALL, CITY HALL WILL REMAIN CLOSED. THE MEETING WILL BE HELD VIA ZOOM VIDEO-CONFERENCING WITH NO IN-PERSON LOCATION AND WILL BE BROADCAST ON THE CITY WEBSITE. A FULL TRANSCRIPT OF THE MEETING WILL BE MADE AVAILABLE AT A FUTURE DATE.

City of Rye residents may participate in the public meeting via the zoom link below. A resident wishing to speak on a topic should raise his or her hand and, when admitted to speak, should provide name and home address, and limit comment to no more than three minutes.

Please click the link below to join the webinar:

<https://zoom.us/j/96111065381?pwd=NSszZ2NHeWZna0VTQ1Jsc3RYdTFVUT09>

Or phone: (646) 558-8656 or (301) 715-8592 or (312) 626-6799

Webinar ID: 961 1106 5381

Password: 815298

[The Council will convene via ZOOM CONFERENCE at 5:30 p.m. and it is expected they will adjourn into a teleconference Executive Session at 5:31 p.m. to discuss attorney-client privileged matters, personnel matters, and/or labor negotiations.]

1. Roll Call
2. Draft unapproved minutes of the Regular Meeting of the City Council held October 7, 2020.
3. Rose/Bedrock Presentation regarding United Hospital property development.
4. Continue the public hearing for consideration of a petition from The Miriam Osborn Memorial Home to amend the text of the City of Rye Zoning Code Association to create new use and development standards for "Senior Living Facilities" in the R-2 Zoning District. All public hearing comments should be emailed to publichearingcomments@ryeny.gov with "Osborn Zoning Change" as the subject no later than 12:00 pm on October 21, 2020.

5. Westchester Power bid result report.
6. Residents may be heard on matters for Council consideration that do not appear on the agenda.
7. Affirmation of food scrap drop-off program and extension of existing curbside pick-up pilot until January 31, 2022.
8. Resolution to amend the 2020 Adopted Fees and Charges for the Boat Basin to create a fee for the use of storage containers for Summer/Winter.
9. Resolution authorizing the City Manager to enter into a contract with the County of Westchester for Snow and Ice Removal on County Roads for the period from October 1, 2020 through September 30, 2025.
10. Old Business/New Business.
11. Adjournment

* * * * *

The next regular meeting of the City Council will be held on Wednesday, November 4, 2020 at 6:30 p.m.

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

UNAPPROVED MINUTES of the Regular
Meeting of the City Council of the City of Rye
held in City Hall on October 7, 2020, at 6:30 P.M.

PRESENT:

JOSH COHN, Mayor
SARA GODDARD
CAROLINA JOHNSON
RICHARD MECCA
JULIE SOUZA
BENJAMIN STACKS
PAMELA TARLOW
Councilmembers

ABSENT:

None

The Council convened at 5:15 P.M. by videoconference pursuant to Governor Cuomo's Executive Order 202.1 waiving requirements of the Open Meetings Law. Councilman Mecca made a motion, seconded by Councilwoman Souza, to adjourn briefly into executive session to discuss litigation and personnel matters. The Council reconvened in a public videoconference at 6:30 P.M. The meeting was streamed live at www.ryeny.gov for public viewing.

1. Roll Call.

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

2. Draft unapproved minutes of the Regular Meeting of the City Council held September 16, 2020.

Councilman Mecca made a motion, seconded by Councilman Stacks and unanimously carried, to approve the minutes of the Regular Meeting of the City Council held September 16, 2020.

3. Purchase Plaza update, action on proposal to continue the Plaza through November 30 (subject to City staff discretion for exigent circumstances) and action on cold weather plan.

Mayor Cohn said that the City had opened the stretch of Purchase Street from Locust to Smith to traffic since the Council last met. There have been many thoughts received by the community and the Chamber.

City Manager Usry directed the Council to the agenda package which includes a memo from city staff with a summary of everything that has transpired since the Plaza had opened. The package includes a summary of conversations with the restaurants, current plans and their plans for cold weather. There is also a set of findings and recommendations from City staff.

Mayor Cohn said that proposal to the Council is to continue the Plaza to November 30, 2020 subject to staff discretion to close or modify the plaza sooner under exigent circumstances.

Judy Graham, Pink, asked how it was possible to be certain that the Plaza had been the reason for decline of certain businesses. She said that she cared about the restaurants and reported that many of her friends would not do indoor dining. She supported the Plaza.

Angela Guitard, Angela's, spoke against Purchase Street Plaza. She asked about a survey that had been posed to the Rye Moms Facebook group about the Plaza, and stated that many merchants are not part of that group.

Councilwoman Johnson explained that there were surveys: one from the City to the restaurants to see their cold weather plan. She explained that for the second survey, she felt it important to gauge the feelings of Rye consumers and gather data to that end. Councilwoman Goddard read the results of the survey, in which a majority of consumers (approximately 85%) voted to keep /extend Purchase Street Plaza.

Jim Sullivan, Ruby's, supported extending Purchase Street Plaza.

Robin Jovanovich, Rye Record, questioned the validity of the survey. She asked for a public workshop on the issue.

Abby Durkin, Palmer and Purchase, spoke in support of the Plaza.

Adam Zakka, Aurora, spoke in support of extending the Plaza.

Mayor Cohn reminded that the proposal to extend to November 30, 2020 would allow for staff to close the Plaza or modify it due to exigent circumstances.

Councilwoman Johnson said that she tried to make the survey as clear cut as possible. Some of the observations that have been made is that kids are not getting off their bikes within the Plaza, and that the aesthetics of it could be improved.

Councilwoman Souza commented that the Chamber has also wanted beautification and has put in some efforts to do so. She said it had been hard to justify because it was intended to be temporary, and the extensions and modifications have been piecemeal.

Councilwoman Goddard thanked the community for their feedback, which has been so important. She said that it was vital to making an informed decision. She thanked City staff for their work on the Plaza. On the room for improvement end, she said she had heard similar things, and the one that seems to keep coming back is the skateboarding and biking. She said that the feedback was that enforcement is nonexistent. She commented that apparently there is litter, too. She also said that she had heard about confusion over traffic patterns. Lastly, she said that there had been feedback that some of the business owners with a dissenting point of view feel unable to

speak out. She asked if the City looked at other parts of Rye in retail and dining areas outside of the main central business district. She asked if anyone had contacted other municipalities.

Councilwoman Souza commented that other municipalities have actually reached out to Rye, as the City has been seen as successful. She said that the County Executive's office has been using Rye as the example.

Mayor Cohn said there had been a LoHud reporter covering this issue, who had sent him an email congratulating Rye.

City Manager Usry recalled that the Council action on June 10, 2020 gave staff the ability to do modifications as needed across the city. He reported that staff contacted businesses all across the City, whether they were on Purchase Street or not. For example, the Road House and others were contacted. He said that none of the other restaurants off the Plaza chose to do anything differently. In terms of discussions with other municipalities, he reported that staff visited half a dozen locations to make informed choices about layout, etc.

Councilman Stacks talked about the need to balance all retailers. He said that he could not imagine what retailers are going through in 2020. He said that what the City has done so far has tried to benefit the most people. He said he had heard many positive comments of feedback about the Plaza. He voiced support for extending Purchase Street Plaza.

Councilwoman Johnson expressed concern for restaurants for the winter months. She inquired how we convert the foot traffic in the plaza to retailers.

Councilwoman Goddard agreed and was hopeful that retailers would provide that specific feedback to get foot traffic into the stores.

Councilwoman Souza said there were many resources via the Chamber, the City, etc. to try and help all retailers.

Councilwoman Tarlow said that conceptually, she loved this. She said that the problem was that she was elected to represent everyone. She said she felt like some people are not being represented and that there are fundamental flaws with the current arrangement. She thought it was important to have an economic retention plan. She felt that the City should consider a leadership role to helping the retailers. She felt that in terms of retailers, there had been those on the winning side and those on the losing side with regard to the conversation about the Plaza. She stressed the importance of data with regard to this issue and the need for it.

Councilwoman Souza said that she did give data. She said that 33% of NYC businesses will not survive due to the pandemic. She said that the City was not creating winners or losers. There are retailers that have been successful. The intent of this has been in good will and to try their businesses.

There was conversation among the Council about the needs and concerns of retailers and restaurants. There was also discussion about the availability and needs for parking.

Councilman Mecca said that the City was doing an excellent job in trying to find a solution. He said that he had learned after his years on the Council that with every action, there is going to be a reaction. He supported extending the Plaza to November 30.

Councilwoman Johnson reminded everyone of the New York Liquor Laws, which also help govern the layouts for the Plaza, etc.

Mayor Cohn read a statement about his thoughts on the matter. He discussed the pandemic putting people's livelihoods and businesses at stake. He stated that the pandemic has shaken these businesses. He discussed the balance between outdoor dining for restaurants and other retailers. He stated that without the option for outdoor dining, it was certain that restaurants would suffer. However, it was not as certain as to whether other retailers would suffer due to the continuation of the Plaza. He talked about more reasons and the balance for all during this time. He said that those are the reasons that he will support the Plaza extending until November 30, 2020. He said he agreed with the need for greater police presence, attention to litter, and that all signage could be better.

Councilwoman Souza made a motion, seconded by Councilman Mecca, to extend the June 10, 2020 resolution and Purchase Street Plaza to November, 30, 2020, subject to any exigent circumstances that would allow City staff to modify or close the Plaza. The majority of the Council verbally approved this extension, with the exception of Councilwoman Tarlow.

Mayor Cohn said that there had been several Council meetings on the matter and that everyone was invited to comment or voice their opinions.

City Manager Usry briefly discussed the proposed winter scenario for the central business district. He said there were several recommendations given. The restaurants will be subject to the executive order for 50% capacity for indoor dining and additional COVID requirements. In speaking to the restaurants, they ask that they continue outdoor dining as long as possible. There will be costs and investments by the restaurant owners to continue outdoor dining into the colder weather. He mentioned the issue of snowfall and plowing with regard to outdoor dining. The Council should consider a final end date for the current arrangement which it already had done. The weather scenario is similar to the original action for city staff to expedite the permitting process. The bottom line is that the recommendation would be to open Purchase Street on 12/1, and once opened, it will return to the regular traffic pattern for the most part. The exception would be those restaurants not able to use their own space, which would mean that on-street parking would need to be used to accommodate this outdoor dining for winter.

Mayor Cohn asked about safety with traffic, pedestrians and those dining with regard to the plan. City Manager Usry responded that the walkways would be professionally constructed. The sidewalks would be maintained by the restaurant owner. Mr. Usry said that the new sidewalk/walkways would have rails around them and would be on the same grade, with no greater exposure than there would be currently.

Councilwoman Goddard asked if the walkway would be wide enough for two people to pass each other. City Manager Usry responded that it would, and that it would comply with code.

Councilwoman Souza thanked city staff for this plan.

Councilman Mecca made a motion, seconded by Councilwoman Souza, to adopt the proposed winter outdoor dining plan, modifying any necessary street/ sidewalk patterns in the resolution dated June 10, 2020. The plan will begin December 1, 2020. The Council was in favor, except for Councilwoman Tarlow.

4. Update on the City financial position

Mayor Cohn invited City Manager Usry and City Comptroller Fazzino to present an update of the City's financial position.

City Manager Usry updated the Council that he and City Comptroller Fazzino started to reexamine the 2020 budget in March due to the pandemic and continued to study and present the projected impacts throughout the year. Due to projected or uncertain losses for the City, staff was directed to hold off on hiring or spending in major ways. He said that he was pleased to update the Council on a better-than-projected scenario. Highlights include:

- Westchester County is one of only a handful of Counties in the state to have flat to positive sales taxes for 2020
- Both building permits and mortgage tax revenues are trending more positive than projected in early spring
- Our hold on filling open positions, along with a reduction in employee and retiree health insurance resulted in significant savings
- Our annual contingency monies were not required as in many past years
- Rye Town Park operations have borne out to be more positive than originally projected
- Department-wide belt tightening and contingency planning has been a tremendous success

City Comptroller Fazzino presented to the Council. He said the budget process was a lengthy process. The City has been patient and is able to provide better projections now. He gave the following updated highlights of projections:

- **Sales & Use Taxes** - 2020 Budget \$3,000,000 / 2020 Projection \$2,800,000
The City has received sales tax results through the month of August. Based on the information received, we are cautiously optimistic that 2020 results will meet budget. Given the continued uncertainty surrounding COVID -19, we remain conservative in our projection with an estimate of \$2.8 million.
- **Fire Overtime Expense** – 2020 Budget \$350,000 / 2020 Projection \$1,038,450
The 2020 projection of Fire department overtime expense has increased, as a result of vacation positions remaining unfilled and an additional retirement. With the

hiring of an additional firefighter, expected shortly, overtime expense is expected to decline slightly for the remainder of the year.

- **Police Overtime Expense** – 2020 Budget \$405,000 / 2020 Projection \$130,000
Due to a continued high volume of utility projects, a large portion of police overtime has been or will be reimbursed by utility companies. As part of the 2021 budget process, 2020 projections show a net cost to the city of \$130,000; a variance of \$275,000.
- **Rye Recreation Net Cost** – 2020 Budget \$1,856,655 / 2020 Projection \$1,960,769
With the cancellation of summer camp, the recreation department lost its largest source of revenue, but also realized savings from the lack of expenses related to not only camp, but other programs that were shut down due to the pandemic. There were other programs run by Recreation Staff and planned for in the 4th quarter that have resulted in a projected loss of roughly \$76,000 less than initially estimated in June.
- **Employees' Salaries, Benefits and Taxes (Excluding amounts listed above)** –
2020 Budget \$18,849,256 / 2020 Projection \$16,898,597

Given the uncertainties initially projected due to the pandemic, City Management implemented a hiring freeze, effectively creating savings for vacant or budgeted positions throughout various departments in the City. From May to September, there were additional resignations/retirements, creating further positions that remained unfilled, resulting in additional savings. Positions that were subject to the hiring freeze are expected to be filled by November. These positions were vacated much longer than first projected, resulting in even more savings to the City.
- **Retiree Health Insurance** – 2020 Budget \$2,151,950 / 2020 Projection \$1,902,988
The 2020 Budget included a conservative estimate of 10% for increased retiree healthcare costs. 2020 premium rates actually decreased compared to 2019 rates, resulting in these savings.
- **Contingency Budget** – 2020 Budget \$350,000 / 2020 Projection \$0
In line with prior years, the City's contingency account was budgeted at \$350,000. This amount is usually reserved for legal bills, harsh winters, or natural disasters. After discussion with Corporation Counsel and City Management and given the fact that all union contracts are currently settled, there is no expectation of legal costs exceeding budget. The attached spreadsheet shows unreimbursed Covid-19 expenditures of \$150,000 and an additional supplement to 2020 Rye Town Park operations of \$50,000. There could also be unreimbursed expenditures related to Tropical Storm Isaias. If these assumptions hold true, the Contingency account is anticipated to be available to offset these losses.

City Manager Usry said that overall, the City's aggressive approach early in the year has led to a financial over-performance versus the potential. He said although he believed that the 2021 budget will be challenging on many fronts, he was comfortable moving ahead with certain projects included in the 2020 budget. This will include the remaining \$800k of resurfacing, and certain purchases of priority vehicles and equipment. Although the City will leave some positions vacant for the remainder of the year, it plans to move ahead with some critical fills particularly in public works and public safety.

5. Discussion of Leaf Blower Law status.

Mayor Cohn gave an update in response to feedback received of the extension to the leaf blower ban. He re-capped where the City had been on the law and the need for more attention to aspects of it. He said that the Council heard about the noise pollution, air pollution, and other items. He said that the Council learned about electric leaf blowers, which still provide the noise issue. The Council will need to consider and revisit the issues presented.

Councilwoman Goddard commented that many landscapers do not know about the extension on the ban. She passed along a suggestion about providing leaflets/ educational materials to landscapers and homeowners. Sustainability Committee has been sending out notices on the extension and it is also on the City website.

6. Announcement of Police Review Committee.

Mayor Cohn announced that an Executive Order had been issued mandating the study and improvement of local police procedures with regard to practices within communities of color. To address the Order, the City has designated a Police Review Committee. The Committee will meet from time to time and provide comments, a review and recommendations.

Members of the Committee are as follows:

Chairs Guy Dempsey and Lisa Dominici; Rick Acevedo, Jenn Boyle, Gabriele Caputo, Tony Castro, Josh Cohn, Bart DiNardo, Rob Falk, Daniel Gropper, Jamie Jensen, Carolina Johnson, Ted Livingston, Daniel Love, Patrick McGovern, Ben Stacks, Corey Stark, Ingraham Taylor, Greg Usry, Susan Watson, Genevieve Weber, Amanda Yannett.

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

John Leonard, 1 Apawamis Avenue, asked about the possibility to take an updated census of the deer population in Rye.

8. Council consideration of a zoning petition from The Miriam Osborn Memorial Home to amend the text of the City of Rye Zoning Code Association to create a new use and development standards for "Senior Living Facilities" in the R-2 Zoning District. Public comment will be taken at a future date. Council will discuss latest submission, which is

also available to the public, regarding petitioner's response to previous comments. The public hearing and SEQRA discussion will be adjourned for a future date.

Mayor Cohn clarified that this item was not open for public comment because the Osborn just published its response to neighbors. He wanted to give everyone the opportunity to read the response and comment at a later time.

Corporation Counsel Wilson explained that the Osborn has applied to the City for a zoning amendment. They have codified original covenants and restrictions that were approved decades ago, as well as proposed additional components of the legislation that would allow them to increase their FAR, modify some setbacks, and amend age restrictions for the families to live on the property. If the zoning is approved, the site plan would be presented to the City. That is the second step in this process. The first step is to adopt the blueprint for what that property could look like if built out to its full potential.

City Planner Miller said that this is a very large property. He talked about the difference between zoning and proposed plans with regard to property. He encouraged the applicant to listen to questions and for the Council to ask questions about the proposed zoning.

Councilman Stacks asked if the public comment period ends if it goes to the Planning Commission. City Planner Miller explained that the Council's role is to either adopt or deny a zoning amendment at this time. Once that decision happens, the site plan is presented to the Planning Commission. This step matters a lot.

Steven Wrabel, McCullough, Goldberger and Staudt and attorney for the applicant, addressed the Council. He gave a summary of what had occurred so far with regard to the zoning amendment application. He stated that the applicant had put together a response to the neighbor concerns that the Osborn had received. This is a public document available on the City website.

Matt Anderson, President and CEO of the Osborn, gave an overview of all of the action taken by the Osborn since it was last heard by the City Council to engage the community and neighbors in a discussion. He mentioned webinar events that had occurred for question and answers that the Osborn held to answer any concerns of neighbors. He also mentioned a public facing website with regard to the issue. He stated that there had also been mailers sent and an email address (zoning@theosborn.org) available for public questions. He also mentioned a site walk to discuss setbacks, etc. and height concerns.

Mayor Cohn as said that as he looked at the map, it struck him that something that the Osborn might do is move the beginning of that 100 foot setback to the other side of Rye Manor so that there was some easing there to the visual effect. He asked if it was possible to ease that 100 feet back in so that there is some safe distance from the other side of Rye Manor. He said he saw that as perhaps as some place where the applicant might be flexible and might provide a visual for the neighborhood benefit.

Mr. Anderson responded that they would take that into consideration.

Mayor Cohn asked that with respect to building height, you have a five story building height as 75 feet. He asked if it was possible to reduce the 75 foot ask, but not for the five story ask.

Mr. Anderson shared his screen and the site map and proposed and current setbacks. He explained the thoughts between a five story and four story scenario. He said that he would go back and look into the numbers. He talked about keeping the height limits comparable to the current height allowances.

Mayor Cohn said that one of the big concerns is traffic. He asked if the Osborn would work with the school to fully manage the issue.

Mr. Anderson showed a map, including Osborn School and the site. He said that the Osborn always was willing to work with the school to manage traffic. He showed where the Osborn has offered land to help with pickup and drop-off issues. He said that the Osborn is willing to engage in discussions further once it understands what the ask is from the school.

Councilwoman Souza asked about the ultimate additional capacity. Mr. Anderson responded that they anticipate about 80 additional independent living additions and 50 healthcare additions for a total of about 130 additional units. With independent living, it encompasses spouses for approximate additional 150 people.

Councilwoman Souza asked about parking for these additional units and people. Mr. Anderson responded that the parking would likely be under the buildings. He reminded that many would not be driving. Councilwoman Souza remarked that they would, however, have visitors and healthcare providers.

Councilwoman Souza asked about trees and screening for the site.

There was discussion about parking for the proposed site.

Councilwoman Goddard said she was looking back at the County Planning Board recommendations. She asked if the parking response addresses their comments. She said the Board had asked to consider a lower minimum parking requirement for housing of this type, for drainage/ flooding issues. She also mentioned affordable housing issues.

Mr. Anderson said that they could look at the parking. He discussed the scholarship program for the Osborn.

Councilwoman Goddard also stated concern for the tree plan, and preserving mature trees.

Councilman Stacks expressed concern over the screening and the commitment on screening to help the surrounding neighborhood.

Mayor Cohn thanked the applicant.

9. Authorization for the City Manager to engage the law firm Best Best and Krieger to represent the City as a part of a coalition of communities that filed petitions challenging two FCC orders regarding small wireless cells. This is at a cost not to exceed \$2,500

Corporation Counsel explained that FCC orders have been taking away the rights of local municipalities with regard to small wire cells. The coalition of municipalities has brought the issue to the 9th circuit.

Councilman Stacks made a motion, seconded by Councilwoman Tarlow, and unanimously carried, to authorize the City Manager to engage the law firm Best Best & Krieger to represent the City as a part of a coalition of communities that filed petitions challenging two FCC orders regarding small wireless cells. This is at a cost not to exceed \$2,500.

ROLL CALL

AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks, Tarlow
NAYS: None
ABSENT: None

10. Consideration of a request from Monty Gerrish at Milton Point Provisions to use the City parking lot on Milton Rd. (next to Hewlett Ave.), “The Lane”, Saturday, October 24, 2020 from 5:00 pm to 10:00 pm to host an outdoor movie to ticket holders. A maximum of 50 people will be allowed to attend and COVID restrictions will be followed.

Councilwoman Souza made a motion, seconded by Councilwoman Tarlow and unanimously carried, to approve the request from Monty Gerrish at Milton Point Provisions to use the City parking lot on Milton Rd. (next to Hewlett Ave.), “The Lane”, on Saturday, October 24, 2020 from 5:00 pm to 10:00 pm to host an outdoor movie to ticket holders. A maximum of 50 people will be allowed to attend and COVID restrictions will be followed. No private ticket sales/profits to use City property will be permitted.

11. Consideration of a request by the Rye YMCA for the use of City streets for the 33rd Annual Rye Derby on Sunday, April 25, 2021 from 9:00 a.m. to 2:00 p.m.

Councilwoman Tarlow made a motion, seconded by Councilwoman Souza and unanimously carried, to approve the request by the Rye YMCA for the use of City streets for the 33rd Annual Rye Derby on Sunday, April 25, 2021 from 9:00 a.m. to 2:00 p.m.

12. Old Business/New Business.

There was nothing discussed 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 9:38 P.M.

UNAPPROVED MINUTES – Regular Meeting - City Council
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Respectfully submitted,

Carolyn D'Andrea
City Clerk



CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: October 14, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Rose/Bedrock Presentation regarding United Hospital.

FOR THE MEETING OF:

October 21, 2020

RYE CITY CODE,

CHAPTER

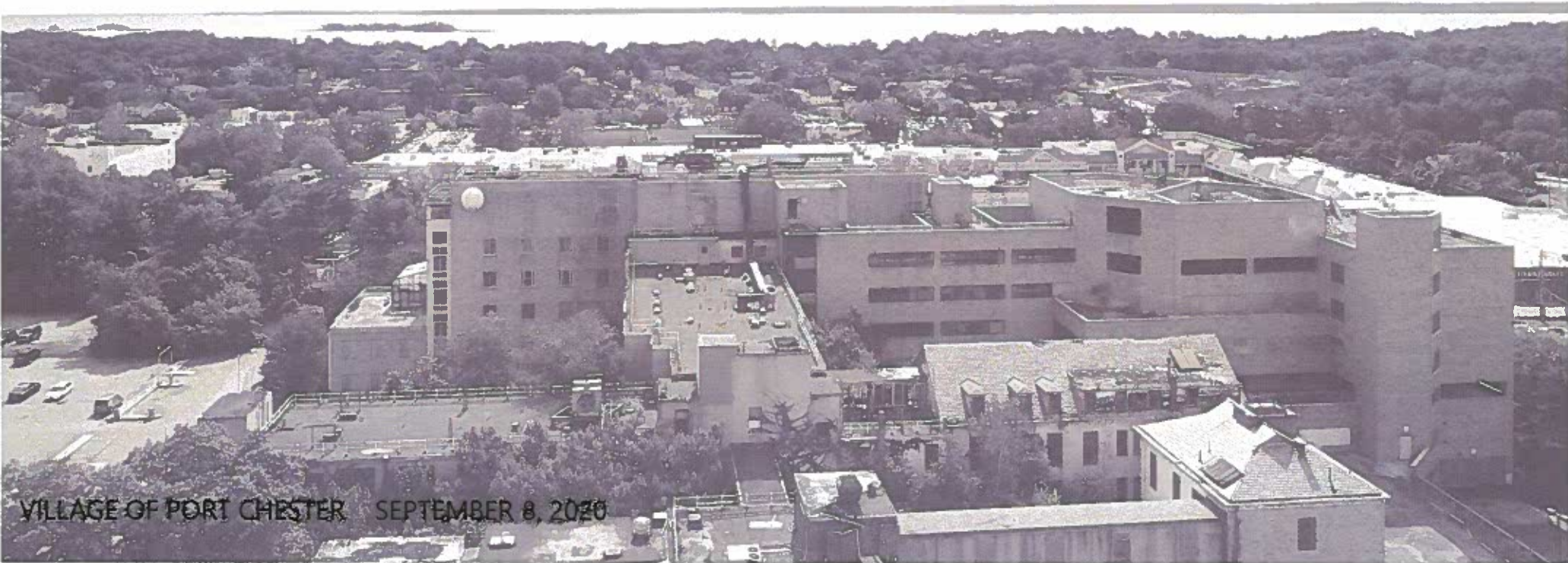
SECTION

RECOMMENDATION: That the Council hear the presentation.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: See attached.

Port Chester Hospital Redevelopment —



VILLAGE OF PORT CHESTER SEPTEMBER 8, 2020

SPONSOR OVERVIEW



Rose Associates is a privately-held, Minority and Women Owned Business Enterprise ("M/WBE")-certified, New York-based real estate developer and owner/operator that has successfully developed real estate in New York City and its surrounding suburbs for over 90 years. Rose Associates is a leading multi-housing and mixed-use real estate developer and operator, with over \$2 billion in projects developed in the last 7 years and more than 18,000 units under management across New York.

90+ YEARS
OF DEVELOPMENT
EXPERIENCE

\$16 BILLION

ASSETS UNDER
MANAGEMENT

1925

FIRST DEVELOPMENT

18,000+

RESIDENTIAL UNITS
UNDER MANAGEMENT

200+

CORPORATE EMPLOYEES

115

PROPERTIES UNDER
MANAGEMENT

\$2 BILLION

DEVELOPED WITHIN THE
PAST 7 YEARS

SUBURBAN PLATFORM

Rose's suburban development platform includes over 3 million square feet of development in Westchester county, including 57 Alexander Street in Yonkers and 440 Hamilton Avenue in White Plains



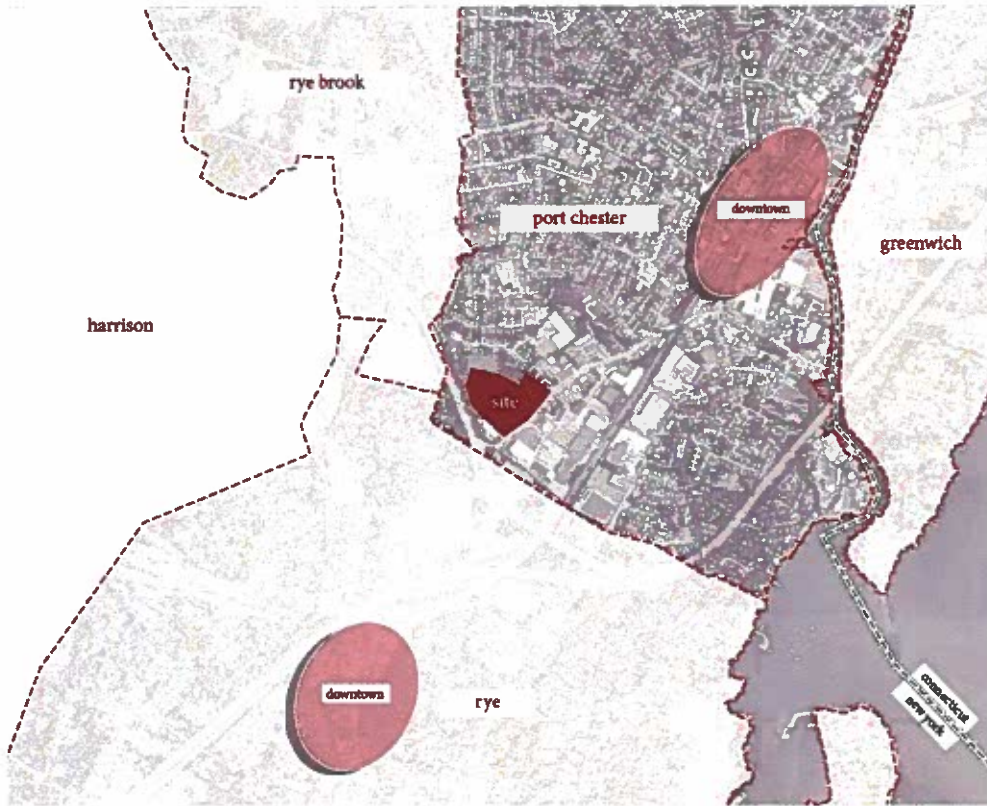
SPONSOR OVERVIEW



BedRock Real Estate Partners (formerly known as CBD LLC) is a privately held real estate investment manager specializing in the development and acquisition of rental apartments and mixed-use developments in urban locations from Boston to Washington, DC with a particular focus in New York City.

BedRock currently has \$1.6 billion in assets under management in 20 assets totaling nearly 2,500 apartments and retail space. BedRock's investors include a range of family offices and high net worth individuals seeking direct institutional quality equity real estate exposure to be held for the long term. BedRock actively participates in its joint ventures as a limited partner or co-general partner.

SITE CONTEXT



EXISTING CONDITIONS - ORIENTATION



PRIOR - STARWOOD CONCEPTUAL PLAN

USE	STARWOOD
Non-Age Restricted Residential Units (sf)	500 units
Age Restricted Residential Units	230 units
Assisted/ Senior Living (sf)	0 units
Office/ Medical Wellness (sf)	217,000 sf
Retail (sf)	90,000 sf
Hotel (keys & sf)	135
Parking (spaces & sf)	1,453 spaces
FAR (allowable 1.6)	1.6
Total Project GSF	1,578,300 sf



CURRENT - ROSE + BEDROCK PROPOSED CONCEPTUAL PLAN – *Village on the Hill*

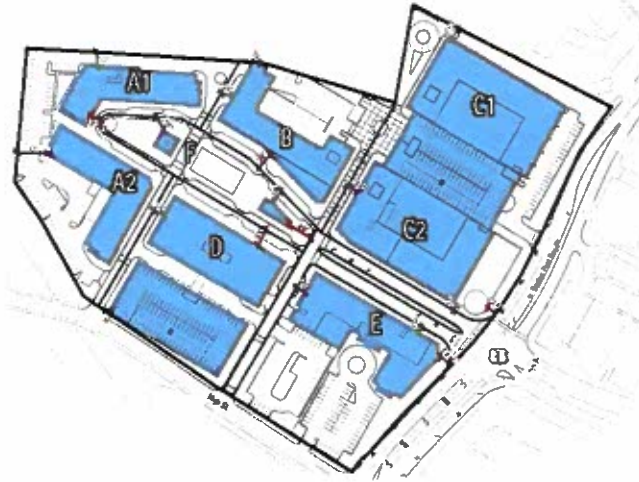
SITE TOTAL

- 750 RESIDENTIAL UNITS
- 35,000 SF RETAIL SPACE
- 180 ASSISTED LIVING UNITS
- 120 KEY HOTEL

- 1 MULTI-FAMILY BUILDING
- 2 MULTI-FAMILY & RETAIL BUILDING
- 3 RETAIL & RESIDENTIAL AMENITY
- 4 ASSISTED LIVING BUILDING
- 5 HOTEL (w/ Drop-Off/ Pick-Up)
- 6 CENTRAL OPEN GREEN SPACE
- 7 REVISED SIGNALIZED INTERSECTION
- 8 RELOCATED WEST BOUND HIGH STREET WITH NEW SIDEWALK
- 9 SITE ENTRANCES
- 10 NEW PARKLET WITH GATEWAY SIGNAGE & SCULPTURAL FEATURE



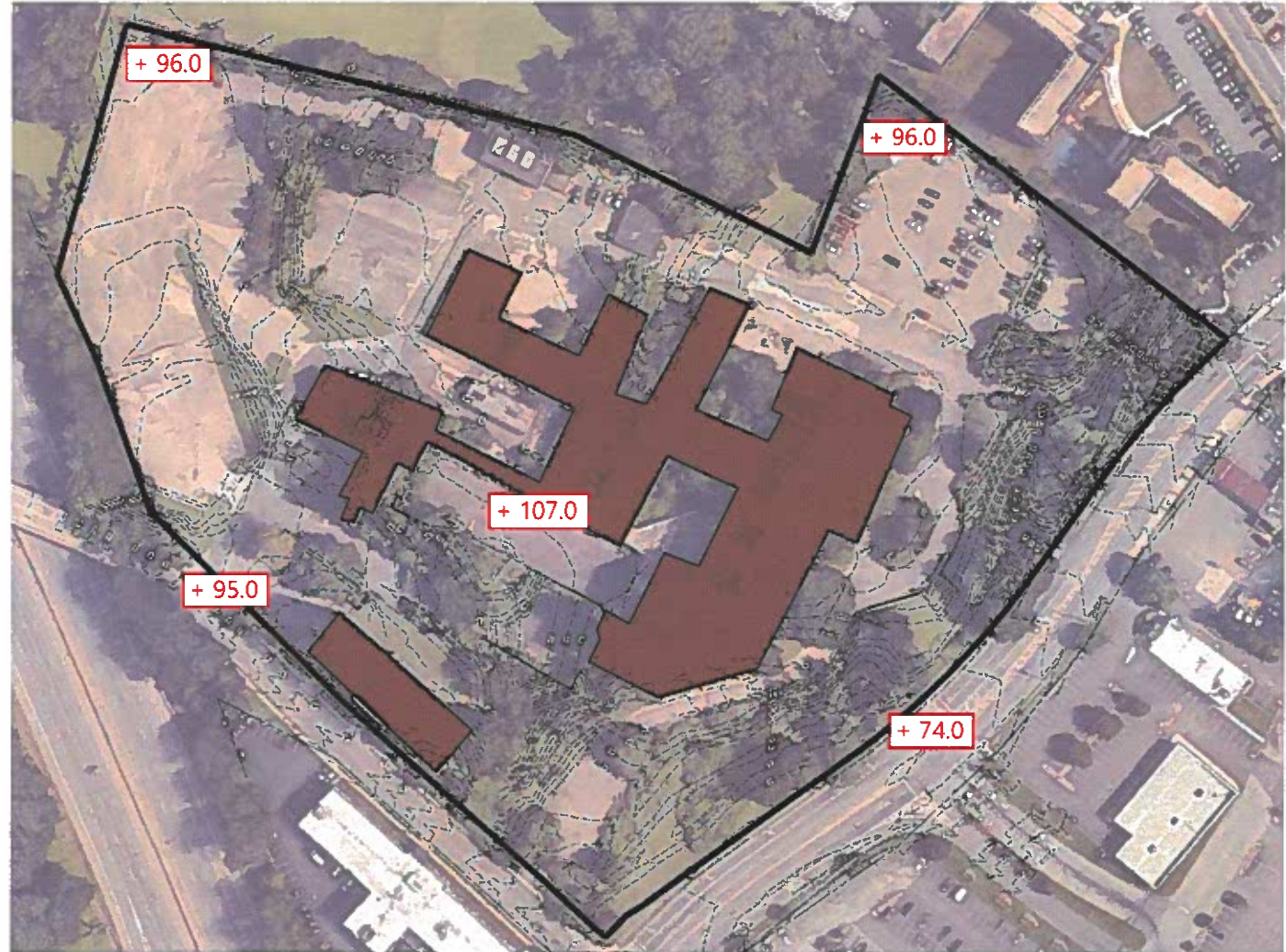
MATRIX OF COMPARISON USES



USE	STARWOOD	ROSE + BEDROCK
Non-Age Restricted Residential Units (sf)	500 units	750 units
Age Restricted Residential Units	230 units	N/A
Assisted/ Senior Living	0 units	180 units
Office/ Medical Wellness	217,000 sf	0 sf
Retail (sf)	90,000 sf	35,000 sf
Hotel (keys & sf)	135	120
Parking (spaces & sf)	1,453 spaces	1,121
FAR (allowable 1.6)	1.6	1.6
Total Project GSF	1,578,300 sf	1,467,850

EXISTING CONDITIONS

- 15.45 Acres (673,002 sf)
- 10.57 Acres of Impervious Area
- 33' of Grade Change from US1 to Interior of Site



ROSE + BEDROCK PROPOSED CONCEPTUAL PLAN

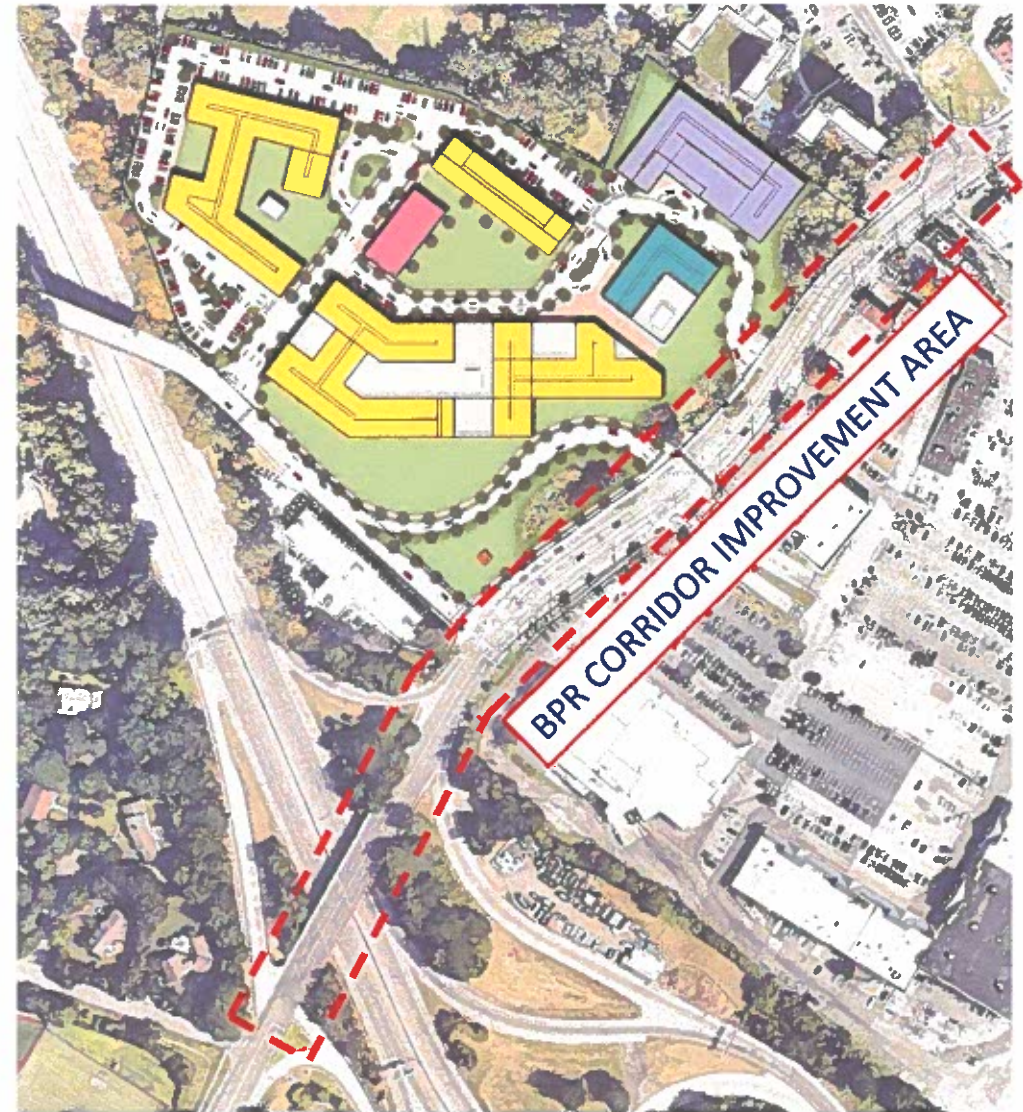
- Increased Pedestrian Safety and Connectivity
- Pedestrian Links to Abendroth Park and US Route
- Enhanced Open Space
- Balanced Earthwork and Reduction in Rock Blasting
- Reduction in Impervious Coverage and Improved Stormwater Management
- Similar Water Supply/ Wastewater Generation to Starwood Plan



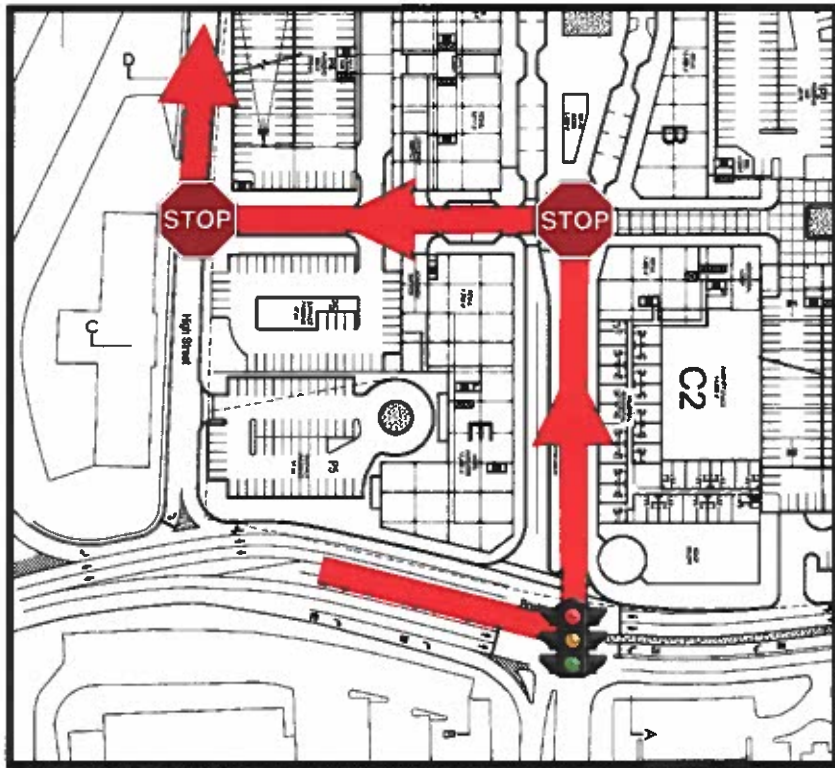
TRAFFIC IMPROVEMENTS

OFF-SITE ROADWAY IMPROVEMENTS

- **REDUCTION IN 60% OF THE STARWOOD CONCEPTUAL PLAN FOR PEAK & OVERALL TRAFFIC VOLUMES**
- ROSE + BEDROCK TO IMPLEMENT OFF-SITE IMPROVEMENTS RESULTING IN IMPROVED TRAFFIC OPERATIONS AND ENHANCEMENT OF PEDESTRIAN SAFETY ALONG THE BOSTON POST ROAD CORRIDOR



TRAFFIC – SITE ACCESS



STARWOOD CONCEPTUAL PLAN

MORE EFFICIENT HIGH STREET BYPASS TRAFFIC FLOW



ROSE + BEDROCK CONCEPTUAL PLAN

Port Chester Hospital Redevelopment





CITY COUNCIL AGENDA

DEPT.: Planning

DATE: October 16, 2020

CONTACT: Christian K. Miller, City Planner

AGENDA ITEM: Continue a public hearing for consideration of a petition by The Miriam Osborn Memorial Home Association to amend the text of the City of Rye Zoning Code to create new use and development standards for "Senior Living Facilities" in the R-2 Zoning District.

FOR THE MEETING OF:

October 21, 2020

**RYE CITY CODE,
CHAPTER 197
SECTION**

RECOMMENDATION: That the City Council conduct the public hearing.

IMPACT: ☒ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: In November 2018 the City Council has received a petition from Miriam Osborn Memorial Home Association ("The Osborn") to amend Chapter 197, *Zoning*, of the City Code to allow "Senior Living Facilities" ("SLF") in the City's R-2, *Single-Family Residence*, District. The petition submitted by The Osborn seeks to amend the text of the City Zoning Code to allow SLF in the City's R-2 District. The proposed amendment would allow SLF as a new permitted use in the R-2 Residence District on those properties with 50 or more contiguous acres. The proposed amendment also includes new restrictions and requirements regarding maximum floor area, building setbacks, lot coverage and other development standards. Currently, The Osborn is regulated outside of the City Zoning Code by way of a Declaration of Covenants and Restrictions, dated October 15, 1993.

The petition has been reviewed by the City Planning Commission, which recommended revisions to the proposed zoning petition in a December 2019 memorandum to the City Council. The applicant submitted a revised petition to the City Council in March 2020 incorporating the comments of the Planning Commission. The March petition submission remains the current petition that is the subject of the current public hearing (click here to see: [March petition](#)). In September, the applicant submitted a response to comments on its petition (click here to see: [September responses](#)).

City staff has created a webpage on the City website of all submission information and public comments (click here to see: [Osborn Zoning Petition](#)). The public can email comments to the City Council to publichearingcomments@ryeny.gov with "Osborn Zoning Change" as the subject or participate in the zoom session at the public hearing. Instructions for the zoom meeting are under the calendar event for the next Council meeting posted on the City website at www.ryeny.gov.



CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: October 14, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Westchester Power bid result report.

FOR THE MEETING OF:

October 21, 2020

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council hear the bid result report.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

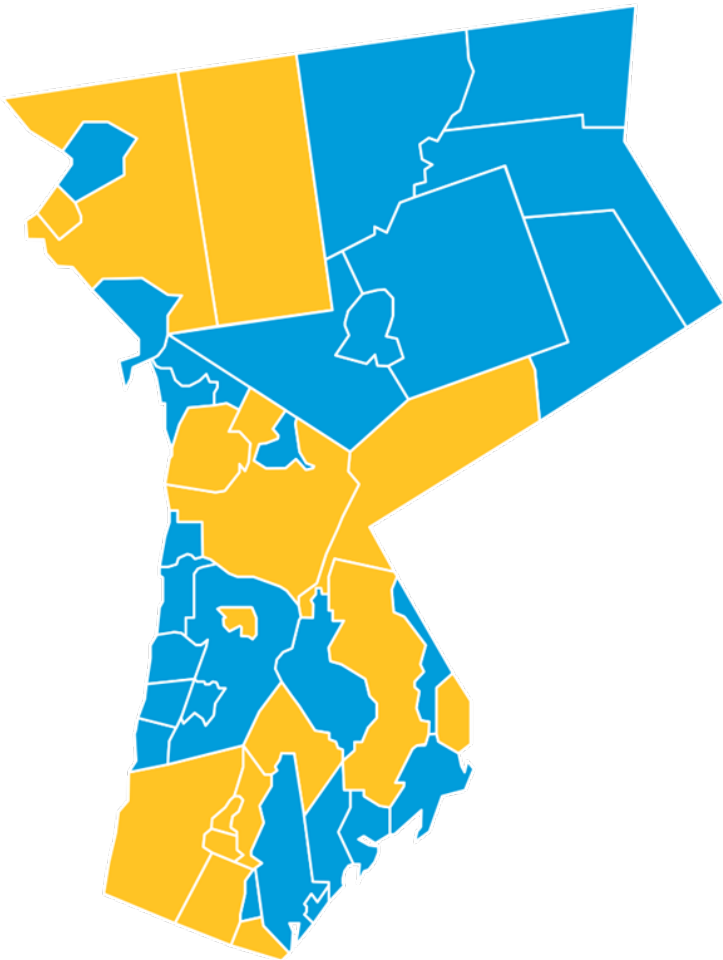
The presentation is part of the post-award/pre-mailing outreach that the Public Service Commission requires. The public will also get all of the new terms in the Notification Letter to residents.

WESTCHESTER POWER

Bid Results & New Contract Information

October 21, 2020





WESTCHESTER POWER CCA

MUNICIPAL PARTICIPATION

Ardsley
Bedford
Croton-on-Hudson
Dobbs Ferry
Greenburgh
Hastings-on-Hudson
Irvington

Larchmont
Lewisboro
Mamaroneck Village
Mamaroneck Town
Mount Kisco
New Castle
New Rochelle

North Salem
Ossining Village
Ossining Town
Peekskill
Pelham Village
Pleasantville
Pound Ridge

Rye Brook
Rye City
Sleepy Hollow
Somers
Tarrytown
White Plains

27

Municipalities

24

Green Supply
Municipalities

115,000

Residents and
Small Businesses

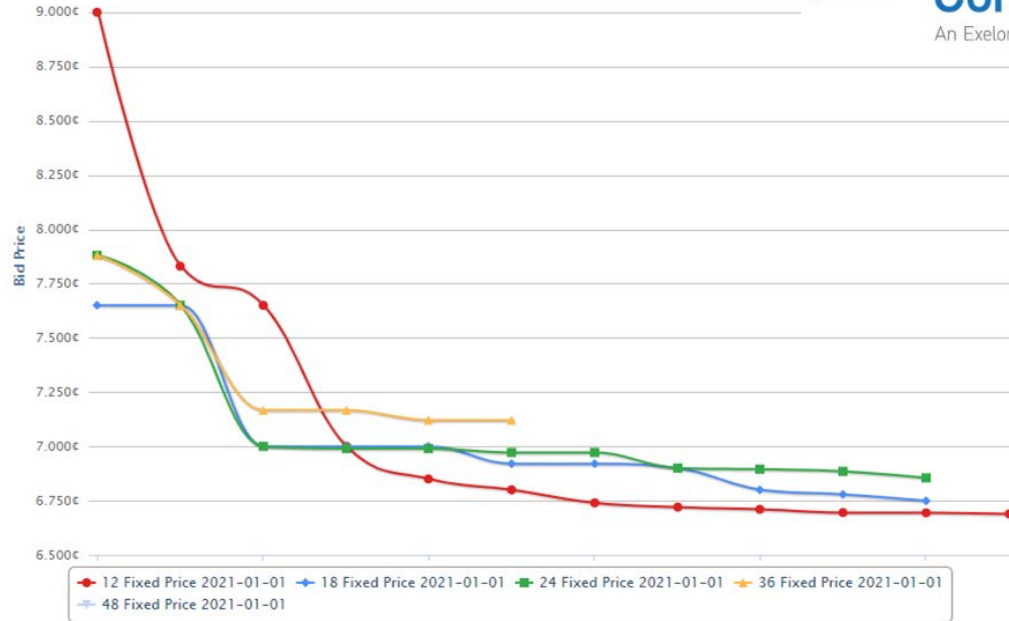
WESTCHESTER POWER: BID RESULTS & 2021 CONTRACT

BID RESULTS

Residential Standard
Supply



6.749 cents
for 18 months



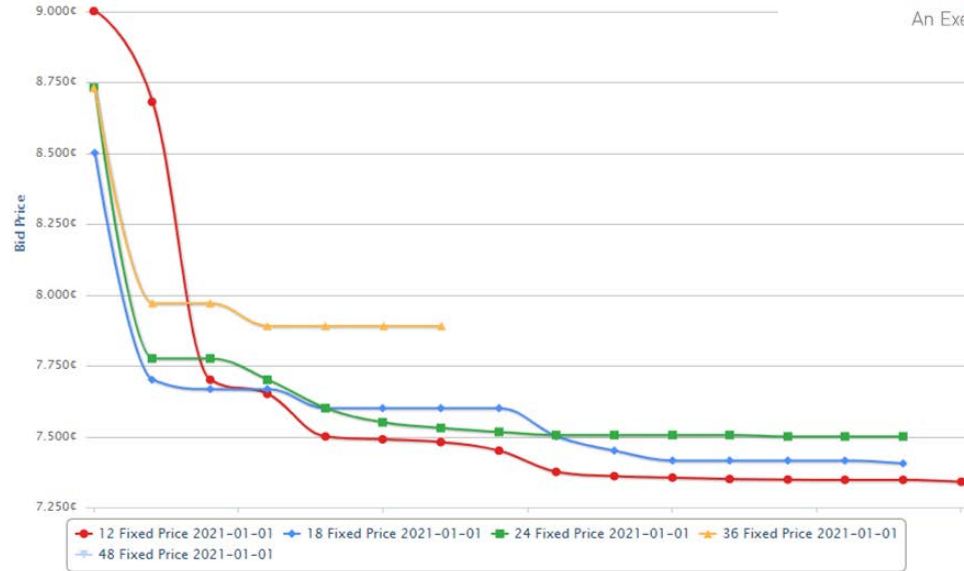
Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.689c	6.749c	6.855c	7.121c	
Supplier	Constellation NewEnergy	Constellation NewEnergy	Constellation NewEnergy	Eligo Energy	

BID RESULTS

Residential Green Supply



7.405 cents
for 18 months



Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	7.340c	7.405c	7.500c	7.890c	
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	

Current Bids					
Supplier	12 Month	18 Month	24 Month	36 Month	48 Month
Indra Energy	7.340c	7.600c	7.500c	7.890c	
Constellation NewEnergy	7.347c	7.405c	7.505c		
Eligo Energy	7.490c	7.667c	7.775c	7.970c	
Genie Energy	8.680c	8.500c	8.730c	8.730c	

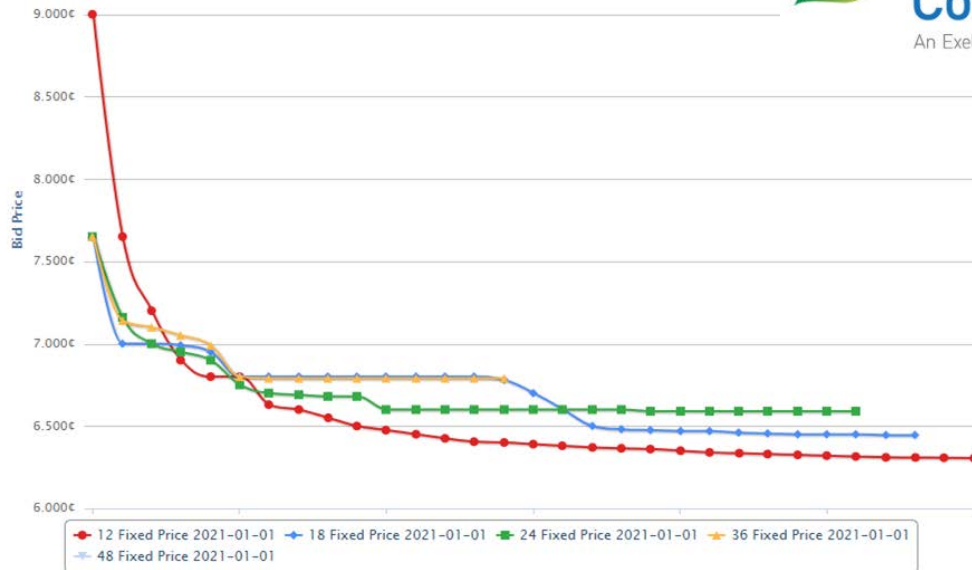
BID RESULTS

Commercial Standard
Supply



6.445 cents

for 18 months



Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.305c	6.445c	6.590c	6.790c	
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	

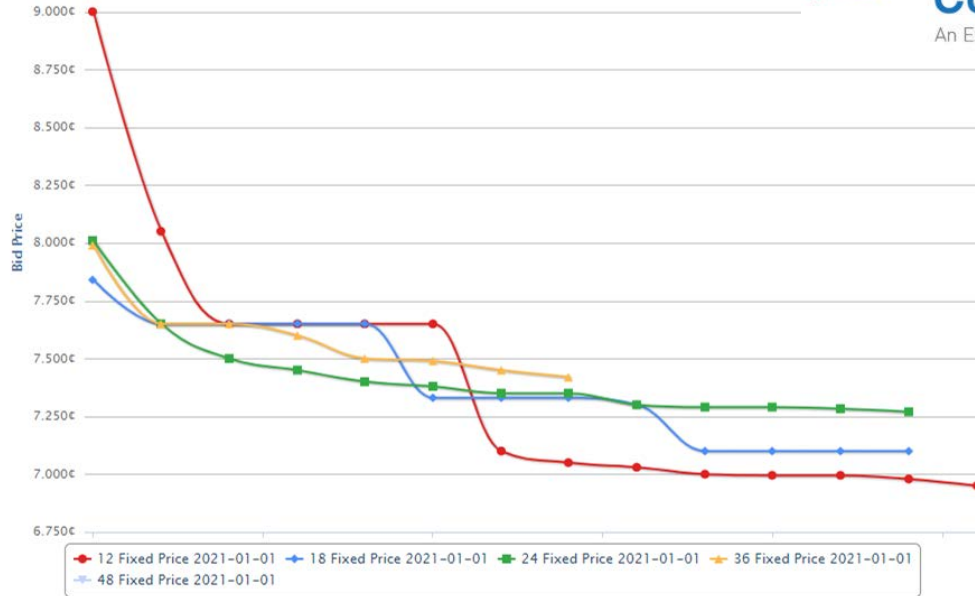
Current Bids					
Supplier	12 Month	18 Month	24 Month	36 Month	48 Month
Indra Energy	6.305c	6.800c	6.590c	6.790c	
Constellation NewEnergy	6.307c	6.445c	6.600c		
Eligo Energy	6.500c	6.600c	6.700c	6.800c	
Genie Energy	7.200c	6.990c	7.160c	7.140c	

BID RESULTS

Commercial Green Supply



7.100 cents
for 18 months



Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.950c	7.100c	7.270c	7.420c	
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	

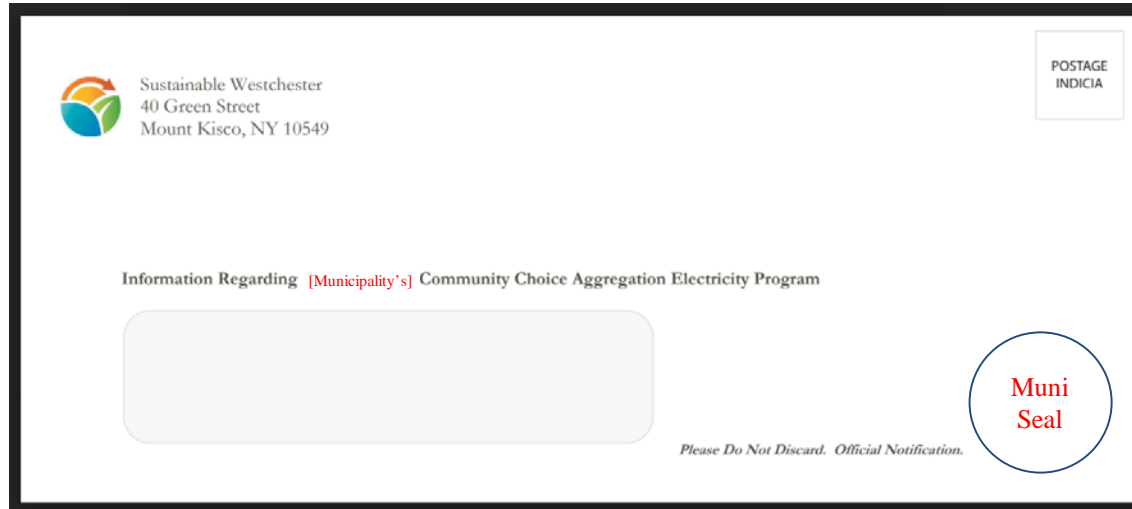
Current Bids					
Supplier	12 Month	18 Month	24 Month	36 Month	48 Month
Indra Energy	6.950c	7.330c	7.270c	7.420c	
Constellation NewEnergy	6.979c	7.100c	7.283c		
Eligo Energy	7.650c	7.650c	7.350c	7.450c	
Genie Energy	8.050c	7.840c	8.010c	7.990c	

KEY DATES

OCTOBER 31st — Notification Letters sent to Residents

NOVEMBER 9th – DECEMBER 9th — 30 Day Opt Out Period

JANUARY 1st — Enrollment begins



OPTING OUT & SWITCHING SUPPLY OPTIONS

Residents can opt out at *any time* with *no penalty*

POSTCARD — Sign and send back postage-paid postcard

PHONE — Call our office (914) 242-4725 and we'll help you switch your supply option or opt out

ONLINE — www.sustainablewestchester.org/wp/

OUTREACH & EDUCATION

Outreach is ongoing and a robust emphasis on digital outreach that includes:



COUNTY & LOCAL PRESS



DIGITAL COLLATERAL & CONSUMER
EDUCATION VIDEO SERIES

sustainablewestchester.org/wp or
Sustainable Westchester Media on YouTube



SOCIAL MEDIA POSTING



VIRTUAL COMMUNITY EDUCATION SESSIONS
(transitioning to in person & events as allowable)



QUESTIONS? COMMENTS?

(914) 242- 4725

INFO@SUSTAINABLEWESTCHESTER.ORG



CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: October 14, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM:

Affirmation of food scrap drop-off program and extension of existing curbside pick-up pilot until January 31, 2022

FOR THE MEETING OF:

October 21, 2020

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council review the program results and make a determination on next steps.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

1)The food scrap drop-off program was approved a year ago, but some continue to inquire if it is intended to be permanent. Affirmation is requested to indicate permanence at least so long as Westchester County maintains financial incentives and efforts to find a disposal site substantially closer than the Ulster facility now in use.

2)The curbside program continues to have a low participation rate and concerns remain about appropriate use of City resources and additional trucking pollution. Proposed: that the existing curbside program remain in effect until January 31, 2022, with a goal of achieving a consistent 85% participation rate by that date, with data collection by DPW at least as detailed as that presented at the City Council meeting of October 16, 2019.

See attached memo.



CITY OF RYE

Department of Public Works

Interoffice Memorandum

To: Greg Usry, City Manager

From: Ryan Coyne, City Engineer

Date: October 15, 2020

Subject: Food Scrap Recycling Program Data Update

This memo will serve as a summary of the data derived from the Food Scrap Recycling Program administered by the Department of Public Works. This memo will not serve to analyze the data, rather, as a supply of information for you, the Council, and the community to use.

Curbside and Drop Off Updates

The FSR program was developed with both a curbside pickup route and a drop-off site at Disbrow Park. Subsequent to the October 2019 City Council discussion, curbside pickup continued with 156 homes. In January, some of the original subscribers requested to be removed from the list and were replaced with homes from the curbside waiting list. The curbside route continued as originally developed with the exception of the elimination of curbside pickup during holiday weeks (to mirror current greenwaste collection practices).

The drop off site is maintained in its original location at Disbrow Park. A second drop off site was investigated at the request of the Council. While a second site was not constructed in part due to changes in schedules resulting from COVID-19, further discussion is warranted to locate an appropriate site that will provide the necessary security to minimize potential illegal dumping and also not adversely affect nearby residences.

Curbside and Drop Off Weights

The chart below represents the total weight collected for each month of the program from its inception.

The average total monthly tonnage was 5.15 in 2019 and 5.30 in 2020 (through September). Those averages can be broken down further in 2019 to be 3.68 drop off and 1.79 curbside. In 2020, the average tonnages were 4.42 drop off and 1.56 curbside.

Participation rates for the curbside program are also on chart below and average around 65%. This number is derived from data collected on whether the home had their bin out for collection that week.

It should be noted that there was no curbside collection between March 23 and July 10 due to COVID-19 schedule changes. The drop off site remained open.

						Weight in Tons								
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2019														
	Drop-off			2.41	1.46	2.6	3.08	3.5	2.53	3.02	4.84	4.89	5.35	33.68
	Curbside			1.15	1.78	2.65	3.25	2.19	1.59	1.97	0.99	1.06	1.24	17.87
	Total			3.56	3.24	5.25	6.33	5.69	4.12	4.99	5.83	5.95	6.59	51.55
	Curbside Participation Rate			73.29%	74.36%	74.74%	72.85%	60.51%	55.13%	67.40%	69.81%	67.10%	62.18%	67.74%
2020														
	Drop-off	4.43	3.23	3.22	5.15	5.33	6.11	3.59	4.26	NA*				35.32
	Curbside	1.27	1.68	1.42				1.93	1.67	NA*				7.97
	Total	5.7	4.91	4.64	5.15	5.33	6.11	5.52	5.93	4.13				47.42
	Curbside Participation Rate	68.18%	68.61%	66.88%	No Curbside			60.82%	56.82%	65.26%				64.43%

Revenues and Expenditures

The curbside program includes a subscription fee which was set by the Council at \$52 per year. The City collected \$8,112 in subscription fees in 2020 (\$52X156 users).

The City purchases supplies for the program (compostable bags, bins, etc.) and offers them for sale, at cost, to residents.

The City pays a tipping fee for the disposal of the food scraps. In 2019 that fee was \$95 per ton. In 2020, the fee was increased to \$105 per ton. As of September, the total cost for the disposal of food scraps in 2020 is \$4,979.10.

Westchester County is in the process of developing its Residential Food Scrap Transportation and Disposal program and it is proposed that they will subsidize the costs of disposing of the food scraps for partnering municipalities. The tipping fee could be reduced to \$15 per ton for the first 20 tons per year and \$10 per ton thereafter. They will also offer a service to collect the food scraps directly from the drop off site for approximately the same cost as the garbage tipping fee (currently \$29.28 per ton).

Registrations

There are a total of 538 registrants in the program of which 156 are curbside subscribers.



CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: October 14, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Resolution to amend the 2020 Adopted Fees and Charges for the Boat Basin to create a fee for the use of storage containers for Summer/Winter.

FOR THE MEETING OF:

October 21, 2020

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council pass the resolution.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

See attached memo from the Boat Basin.

CITY OF RYE, NY
Boat Basin
Memorandum

DATE: October 14, 2020

TO: Greg Usry, Interim City Manager

FROM: Rodrigo Paulino, Boat Basin Supervisor

RE: Boat Basin Storage Container Winter Fee

Boat Basin Commission is requesting that the City Council amend the following 2020/21 Adopted Fees and Charges for the Boat Basin Enterprise Fund:

Create a fee for the use of storage containers for Summer/Winter. We currently have 4 storage containers being utilized by contractors.

- \$350 Per Container - Per Summer/Winter Season**



CITY COUNCIL AGENDA

DEPT.: City Manager's Office

DATE: October 16, 2020

CONTACT: Greg Usry, Interim City Manager

ACTION: Resolution authorizing the City Manager to enter into a contract with the County of Westchester for Snow and Ice Removal on County Roads for the period from October 1, 2020 through September 30, 2025.

FOR THE MEETING OF:

October 21, 2020

RYE CITY CODE,

CHAPTER
SECTION

RECOMMENDATION:

That the Mayor and Council approve this agreement.

IMPACT: ☐ Environmental ☒ Fiscal ☒ Neighborhood ☐ Other: The Agreement provides financial reimbursement to the City for the removal of snow and ice from designated County roads within the Municipality.

BACKGROUND: The previous Agreement with Westchester County expired September 30, 2020. The Agreement includes CPI escalators each year, and has been approved by the Westchester County Board of Legislators.

A copy of the Agreement is attached.

THIS AGREEMENT made the _____ day of _____ 20 _____ by and between

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

and

THE CITY OF RYE, a municipal corporation of the State of New York, having offices at 1051 Boston Post Road, Rye, New York 10580 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County desires to obtain services for the removal of snow and ice from designated County roads within the Municipality to provide for reasonable passage and movement of vehicles over such roads; and

WHEREAS, the Municipality is willing to furnish such services and the County desires to purchase same subject to the terms of the Agreement.

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

FIRST: This Agreement shall commence on October 1, 2020 and shall expire on September 30, 2025 unless sooner terminated as herein provided.

SECOND: The Municipality agrees to furnish all necessary personnel, machinery, tools, supplies and equipment to provide snow removal and ice control services upon County roads within the boundaries of the Municipality as identified in the list attached hereto and made a part hereof as Schedule "D". Said services shall be provided upon the paved portions of County roads as well as County road bridges and bridge sidewalks and shall include the plowing or removal of snow and ice, all necessary sanding, and appropriate measures to keep catch basins and drains clear of ice and debris, until the end of the snow removal season.

The Municipality shall not be required to provide the following services: filling pot holes, removal of trash, removal of dead animals, grass and weed cutting, maintenance and repair of guide rails, or graffiti removal upon County roads as identified in Schedule "D", unless damage to County property is caused by the Municipality, its employees, agents or contractors.

All work shall be performed in the manner prescribed by the Westchester County Commissioner of Public Works and Transportation ("Commissioner") or his authorized representative and shall be completed to his satisfaction.

THIRD: For the services performed pursuant to Paragraph **SECOND** above, the County shall pay the Municipality as follows:

(i) At such time as the Municipality's salt storage and application rates shall be in compliance with the recommendations of the 208 Water Quality Program, as described in the "Best Management Practices Manual" published as part of that Program as amended or supplemented, then payment shall be provided in accordance with the rates set forth in Schedule "B" for those seasons the municipality is in compliance.

(ii) In the event the Municipality shall not be in compliance with the 208 Water Quality Program "Best Management Practices Manual" as amended or supplemented or, if in compliance, shall fail to so comply during the term of this Agreement, then the Municipality shall be entitled to payment only for the actual amounts expended to provide snow and ice removal services up to the maximum rates set forth in Schedule "A".

(iii) Schedule "D" will be modified to add and/or delete roads, or sections of roads, as they may be added to and/or deleted from the County road system. Such addition and/or deletion may only take place upon the completion of action by the Westchester County Board of Legislators.

Payments will be prorated to pay as follows:

	<u>Roads Added</u>	<u>Roads Deleted</u>
November	90%	10%
December	80%	20%
January	60%	40%
February	30%	70%
March	10%	90%

FOURTH: Any and all requests for payment to be made shall be submitted within thirty (30) days after notice by the Department of Public Works and Transportation, on a properly executed claim form together with an itemized schedule of amounts expended to furnish such services. Payment shall be made only after approval by the Commissioner.

This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof and no liability under this Agreement shall be incurred by the County beyond moneys available for the purposes thereof.

FIFTH: The Municipality shall keep accurate records of its business operations hereunder in accordance with generally accepted accounting principles.

The Commissioner, or his duly authorized representative, shall have the right to inspect and audit such records and statements at all reasonable times to insure that the Municipality is complying with the terms of this Agreement. To the extent practicable such inspections shall take place at the offices of the Municipality. The Municipality agrees that all equipment charges shall be in accordance with rates established by the New York State Department of Transportation and all labor charges shall be in accordance with the prevailing rates within the Municipality for similar highway work.

SIXTH: 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 moneys 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.

SEVENTH: Either party, upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part when deemed to be in its best interest. Subject to the availability of funds, the Municipality shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

In the event the Commissioner 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 services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be

deemed a material breach of the Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

EIGHTH: Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. 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 hereunder.

All subcontracts entered into by the Municipality shall provide that subcontractors are subject to and must comply with all terms and conditions set forth in this Agreement. All work performed by the subcontractor shall be deemed work performed by the Municipality.

NINTH: The Municipality shall comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, all applicable provisions of the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

TENTH: The Municipality hereby acknowledges and agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Municipality, subcontractor, nor any person acting on behalf of such Municipality or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no Municipality, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status;

(c) that there may be deducted from the amount payable to the Municipality by the County under this Agreement a penalty of FIFTY (\$50.00) DOLLARS for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;

(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Agreement; and

(e) the aforesaid provisions of this section covering every agreement for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

ELEVENTH: The Municipality, in its own name and naming the County as an additional named insured, shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "C", attached hereto and made a part hereof.

The Municipality agrees to indemnify, defend and hold the County of Westchester and its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising out of this Agreement due to the negligent acts or omissions of the Municipality.

The Municipality shall, within ten (10) days of the occurrence thereof, notify the Commissioner of any action, proceeding, claim or demand arising hereunder.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C", the Municipality may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The Municipality hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the

same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide County if the Municipality were to purchase commercial insurance. The Municipality further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses 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.

To the County:

Commissioner
Westchester County Department of Public Works and Transportation
Michaelian Office Building
148 Martine Avenue, Room 518
White Plains, New York 10601

With a copy to:

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

To the Municipality:

The City of Rye
1051 Boston Post Road
Rye, New York 10580

THIRTEENTH: **VENDOR DIRECT PAYMENT:** 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, Instructions and related information are annexed hereto as Schedule "E." Payments will be automatically credited to the Municipality's designated bank account at the Municipality's

voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. 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 County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

FOURTEENTH: The failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party or any provision hereof shall be implied.

FIFTEENTH: This Agreement shall bind the successors, assigns and representatives of the parties hereto.

SIXTEENTH: 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. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

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

THE COUNTY OF WESTCHESTER

By: _____
Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation

THE CITY OF RYE

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators on the 5th day of October,
2020

Approved as to form and
manner of execution

Senior Assistant County Attorney
County of Westchester

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MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of which the individual(s) acted, executed the
instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____
(Officer other than Officer signing agreement)

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

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

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

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

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

_____ of the Municipality, that said agreement
(Title of Person Executing Agreement)

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

_____ thereunto duly
(Town Board, Village Board, Town Council)

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

(Signature)

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

On this ____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity as

_____ of _____,
(Title) (Municipality)

the municipal corporation described in and which executed the within instrument.

Notary Public

SCHEDULE "A"

WITHOUT "208" INCENTIVE

The rates of reimbursement for the 2020/2021 season shall be as follows:

\$2,950.00 per mile for 2 lane roads;
\$3,891.00 per mile for 3 lane roads;
\$4,300.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

SCHEDULE "B"

WITH "208" INCENTIVE

\$4,556.00 per mile for 2 lane roads;
\$5,924.00 per mile for 3 lane roads;
\$6,636.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

SCHEDULE " C"

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.

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SCHEDULE "D"
COUNTY ROADS – SNOW AND ICE AGREEMENT

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SCHEDULE "D"
COUNTY ROADS – SNOW AND ICE AGREEMENT

CITY OF RYE

C.R. NO.	COUNTY ROAD NAME	CTR- LINE MILES	2 LANE MILES	3 LANE MILES	4 LANE MILES
38	PARK AVENUE	0.40	0.00	0.00	0.40
54	THEODORE FREMD & WAPPANOCA	1.75	0.00	1.50	0.25
54C	SOUTH RIDGE STREET	0.20	0.00	0.00	0.20
72	MIDLAND AVENUE	1.76	0.00	1.00	0.76
73	NO. ST.,OLD POST RD.,HAMMOND RD	1.28	0.00	0.85	0.43
147	PLAYLAND ACCESS	0.31	0.31	0.00	0.00
148	THRUWAY ACCESS	0.15	0.15	0.00	0.00
152	PLAYLAND PARKWAY	<u>1.14</u>	<u>0.00</u>	<u>0.00</u>	<u>1.14</u>
TOTAL MILEAGE – RYE		6.99	0.46	3.35	3.18

SCHEDULE "E"

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.

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

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.