

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

**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS, CITY HALL  
Wednesday, June 12, 2024  
6:30 p.m.**

*Please note: The Council will convene at 5:30 p.m. and it is expected they will adjourn into Executive Session at 5:31 p.m. to discuss Personnel matters, Playland litigation and Nursey Lane acquisition.*

1. Pledge of Allegiance.
2. Roll Call.
3. Draft unapproved minutes of the Regular Meeting of the City Council held May 15, 2024.
4. Members of the public may be heard on matters for Council consideration that do not appear on the agenda.
5. Report of the City Manager.
6. Announcement of a National Garden Club award to City staff.
7. Award bid for the Drainage Improvement Project (Contract # 2024-06).
8. Consideration of the proposed revisions of the Rules and Regulations of the City of Rye Police Department.
  - Policy # 900 – Temporary Custody of Adults
9. Consideration of the proposed revisions of the Rules and Regulations of the City of Rye Fire Department.
  - Policy # 305 – Staging
  - Policy # 309 – Scene Preservation
  - Policy # 312 – Carbon Monoxide Detector Activations
  - Policy # 313 – Elevator Entrapments
  - Policy # 314 – Elevator Restrictions during Emergencies
10. Briefing on the Rye Police Department's use of facial recognition software.

11. Sustainable Westchester presentation on Westchester Power Community Choice Aggregation (CCA) program.
12. Update on City actions related to flooding.
13. Resolution authorizing the City Manager to submit an application for a Water Infrastructure Improvement Act (WIIA) grant.
14. Resolution authorizing the City Manager to request an increase in Metro North commuter lot parking permit fees.
15. Resolution authorizing the City Manager to enter into a license agreement with the owners of 1097 Boston Post Road.
16. Resolution authorizing the City Manager to execute an intermunicipal agreement with the County of Westchester to provide a positive youth development program.
17. Appointments to Boards and Commissions by the Mayor with Council approval.
18. Old Business/New Business.
19. Adjournment

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The next regular meeting of the City Council will be held on Wednesday, July 17, 2024, at 6:30 p.m.

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

***UNAPPROVED MINUTES*** of the Regular Meeting of  
the City Council of the City of Rye held in City Hall on  
May 15, 2024, at 6:30 P.M.

PRESENT:

JOSH COHN, Mayor  
KEITH CUNNINGHAM  
SARA GODDARD  
BILL HENDERSON  
JAMIE JENSEN  
JOSH NATHAN  
JULIE SOUZA  
Councilmembers

ABSENT:

ALSO ATTENDING:

GREG USRY, CITY MANAGER  
KRISTEN WILSON, CORPORATION COUNSEL  
RYAN COYNE, CITY ENGINEER

The Council convened in a public meeting at 6:43 P.M. The meeting was streamed live at [www.ryeny.gov](http://www.ryeny.gov) for public viewing.

1. [Pledge of Allegiance.](#)

Mayor Cohn led the Pledge of Allegiance.

2. [Roll Call.](#)

The City Clerk called the roll and there was a quorum.

3. [Draft unapproved minutes of the Regular Meeting of the City Council held May 1, 2024.](#)

On motion by Councilwoman Souza, seconded by Councilwoman Jensen, it was

**RESOLVED** to approve the drafted minutes of the Regular Meeting of the City Council held May 1, 2024.

Adopted by the following vote:

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza,  
Mayor Cohn

NAYS: None

ABSENT: None

4. [Members of the public may be heard on matters for Council consideration that do not appear on the agenda.](#)

No one came to speak.

5. [Report of the City Manager.](#)

City Manager, Greg Usry, gave an update to the City Council on various items.

6. [Recognition of retiring Recreation Commissioner Bart DiNardo](#)

Mayor Cohn thanked Bart DiNardo for his years of service.

7. [Acknowledgement of \\$100,000 donation from Let the Kids Play to fund the design documents and any other documents needed to solicit bids for synthetic turf at Nursery Field.](#)

On motion by Councilwoman Souza, seconded by Mayor Cohn

**RESOLUTION ACKNOWLEDGING \$100,000 DONATION FROM LET  
THE KIDS PLAY TO FUND THE PREPARATION OF NECESSARY  
DOCUMENTS TO SOLICIT BIDS FOR SYNTHETIC TURF AT  
NURSERY FIELD**

**WHEREAS**, on May 1, 2024, the City Council adopted a resolution advancing its project to replace the existing turf at Nursery Field with synthetic turf on several conditions (the “May 1, 2024 Resolution”); and

**WHEREAS**, one of the conditions to advance the project included a \$100,000 donation from Let The Kids Play (“LTKP”) to finalize the necessary design documents to solicit bids; and

**WHEREAS**, LTKP has provided the City a check in the amount of \$100,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby acknowledges receipt of the \$100,000 donation and agrees that if the necessary design documents cost less than \$100,000 or there is a judicial order or judgment that prohibits the installation of synthetic turf at Nursery Field, any amount not used will be refunded to LTKP or put towards the total cost of the installation of the synthetic turf at the request of LTKP.

Adopted by the following vote:

ROLL CALL



**UNAPPROVED MINUTES** – Regular Meeting - City Council  
May 15, 2024

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza, Mayor Cohn  
NAYS: None  
ABSENT: None

8. [Chamber of Commerce report of holiday decoration response and request for approval of design change, if any.](#)

On motion by Councilwoman Souza, seconded by Councilman Nathan and unanimously carried, it was:

**RESOLVED** to lift the conditional approval of the holiday decorations and grant full approval to move forward with the selected design.

9. [Capex Update.](#)

City Engineer, Ryan Coyne, gave an update on capital projects.

10. [Resolution authorizing payment for retainer to Joel R. Dichter, Esq. of Dichter Law LLC for an amount of \\$9,000 for professional fees and services regarding Veolia water rate increases.](#)

On motion by Councilwoman Souza, seconded by Mayor Cohn, it was

**RESOLVED** to authorize payment for retainer to Joel R. Dichter, Esq. of Dichter Law LLC for an amount of \$9,000 for professional fees and services regarding Veolia water rate increases

Adopted by the following vote:

ROLL CALL

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza, Mayor Cohn  
NAYS: None  
ABSENT: None

11. [Resolution authorizing the City Manager to execute an agreement with the County of Westchester to furnish and install radio communications equipment at the City of Rye Police Headquarters located at 21 McCullough Place, Rye, NY 10580.](#)

On motion by Councilman Nathan, seconded by Councilman Henderson, it was

**RESOLVED** to authorize the City Manager to execute an agreement with the County of Westchester to furnish and install radio communications equipment at the City of Rye Police Headquarters located at 21 McCullough Place, Rye, NY 10580

**ROLL CALL**

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza, Mayor Cohn  
NAYS: None  
ABSENT: None

12. [Resolution authorizing the City Manager to execute a municipal cooperation agreement with Rye City School District for the installation of defibrillators.](#)

On motion by Councilman Henderson, seconded by Councilman Nathan

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE  
MUNICIPAL COOPERATION AGREEMENT WITH THE RYE CITY SCHOOL  
DISTRICT REGARDING THE PLACEMENT OF DEFIBRILLATORS ON  
SCHOOL PROPERTY**

**WHEREAS**, the recent amendments to Public Health Law 3000-F require camps and youth sports programs to provide access to automated external defibrillators (“AEDs”) in accordance with a required automated external defibrillator implementation plan; and

**WHEREAS**, the City uses the School District’s athletic field and facilities for camps and youth sports programs and the City has agreed to pay for the necessary AEDs and also install the AEDs at appropriate locations on the School District’s property; and

**WHEREAS**, the School District and the City desire to enter into a Municipal Cooperation Agreement outlining the rights and responsibilities of the parties for the installation and use of the AEDs, among other items.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby authorizes the City Manager to enter into a Municipal Cooperation Agreement.

Adopted by the following vote:

**ROLL CALL**

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza, Mayor Cohn  
NAYS: None  
ABSENT: None

13. [Resolution authorizing the purchase of a new Fire Department compressor for \\$88,320 with monies from the General Vehicle and Equipment Account.](#)

On motion by Councilwoman Souza, seconded by Councilman Nathan, it was

**RESOLVED** to authorize purchase of a new Fire Department compressor for \$88,320 with monies from the General Vehicle and Equipment Account.

Adopted by the following vote:

ROLL CALL

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza,  
Mayor Cohn

NAYS: None

ABSENT: None

14. [Resolution recognizing Port Chester-Rye-Rye Brook EMS and advocating for EMS Legislation.](#)

On motion by Councilwoman Souza, seconded by Mayor Cohn

**WHEREAS**, the City of Rye recognizes that emergency medical services (EMS”) are absolutely essential to the welfare of its residents; and

**WHEREAS**, the 50<sup>th</sup> anniversary of National EMS Week, from May 19<sup>th</sup> to 25<sup>th</sup> (the “Anniversary”) provides us with an important opportunity to once again advocate for legislative change in New York State that will define EMS as the essential service that it is, extend access to greater benefits to EMS personnel and help develop EMS agencies; and

**WHEREAS**, the proposed and needed legislation will aid municipalities in providing EMS and will aid EMS personnel in gaining the training, support and security they deserve; and

**WHEREAS**, the Anniversary provides us with a welcome opportunity to recognize the Port Chester-Rye-Rye Brook EMS as the vital and essential provider of EMS services in our City, without which our overall emergency management ability would be disabled; and

**WHEREAS**, the City of Rye recognizes the success, sacrifice, professionalism, and responsiveness to emergencies demonstrated by the members of the Port Chester-Rye-Rye Brook EMS to the immense benefit to the City of Rye community; and

**NOW, THEREFORE BE IT RESOLVED**, that the City of Rye salutes and honors the Port Chester-Rye-Rye Brook EMS on the occasion of the Anniversary and asks the Governor of the State of New York and our representatives in the New York State Legislature to honor the Anniversary and EMS providers throughout the State with a redoubled effort to pass the legislation our EMS providers so badly need.

**BE IT FURTHER RESOLVED** that the City Clerk shall distribute copies of this resolution to the Governor and our representatives in the State Assembly and the State Senate.

Adopted by the following vote:

ROLL CALL

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza,  
Mayor Cohn  
NAYS: None  
ABSENT: None

15. [Approval of appointment to the Rye Golf Club Commission.](#)

On motion by Councilwoman Souza, seconded by Councilman Henderson, and unanimously carried, it was

**RESOLVED** to approve of the appointment of Steve Nye to the Rye Golf Club Commission.

16. [Old Business/New Business.](#)

- a) Resolution to authorize the City Manager to sign an MOU with the Fire Department for the contract period January 1, 2024 – December 31, 2028.

On motion by Councilwoman Souza, seconded by Councilwoman Goddard, it was

**RESOLVED** to authorize the City Manager to sign an MOU with the Fire Department for the contract period January 1, 2024 – December 31, 2028.

Adopted by the following vote:

ROLL CALL

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza,  
Mayor Cohn  
NAYS: None  
ABSENT: None

- b) Resolution to accept \$750 donation from the Rye Women’s Club on behalf of the Senior Advocacy Committee.

On motion by Councilwoman Souza, seconded by Councilwoman Goddard, it was

**RESOLVED** to accept a \$750 donation from the Rye Women’s Club on behalf of the Senior Advocacy Committee.

***UNAPPROVED MINUTES*** – Regular Meeting - City Council  
May 15, 2024

Adopted by the following vote:

**ROLL CALL**

AYES: Councilpersons Cunningham, Goddard, Henderson, Jensen, Nathan, Souza,  
Mayor Cohn

NAYS: None

ABSENT: None

17. [Adjournment](#)

On motion of Councilwoman Souza, seconded by Councilwoman Goddard, and with the Council in favor, the meeting was adjourned at 7:42 PM.

Respectfully submitted,

Noga Ruttenberg  
City Clerk



# CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** National Garden Club award to City staff.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:**

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

DEPT.: Department of Public Works

CONTACT: Ryan Coyne, City Engineer

**AGENDA ITEM:** Award bid for the Drainage Improvement Project (Contract # 2024-06).

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council award the bid to the recommended bidder.

RESOLVED that the city council award the bid to ELQ Industries Inc.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The project includes rehabilitation and repair of portions of the City of Rye drainage collection system and associated site related improvements, including but not limited to catch basins, drainage manholes, drainage pipe, check valves, pavement resurfacing, shoulder and lawn rehabilitation.

Based on the Department of Public Works review of the bids submitted and qualifications of the second lowest bidder, we recommend awarding Contract 2024-06 to ELQ Industries, Inc. in the amount of One Million, Seventy Eight Thousand, Eighty One Dollars and Zero Cents (\$1,078,081.00).



# Memorandum

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City of Rye Department of Public Works  
141 Oakland Beach Avenue Rye, NY 10580 T: 914.967.7464

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**To:** Greg Usry, City Manager  
**From:** Ryan Coyne, PE City Engineer *RXC*  
**Cc:**  
**Date:** June 7, 2024  
**Re:** Contract 2024-06 Drainage Improvement Project

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This office has reviewed and tabulated the bid received on June 5, 2024 for the above referenced project. A copy of the bid result is attached herewith.

I recommend the contract be awarded to the second lowest bidder, ELQ Industries, Inc. in the amount of One Million, Seventy Eight Thousand, Eighty One Dollars and Zero Cents (\$1,078,081.00).

M:\02-Storm Drains-Stormwater Management-Hydrology\Contracts\Contract 2024-06 Drainage Improvement Project\Award Letter\Contract 2024-06 - Award Memo.docx



**Drainage Improvement Project - Contract 2024-06  
Bid Tabulation**

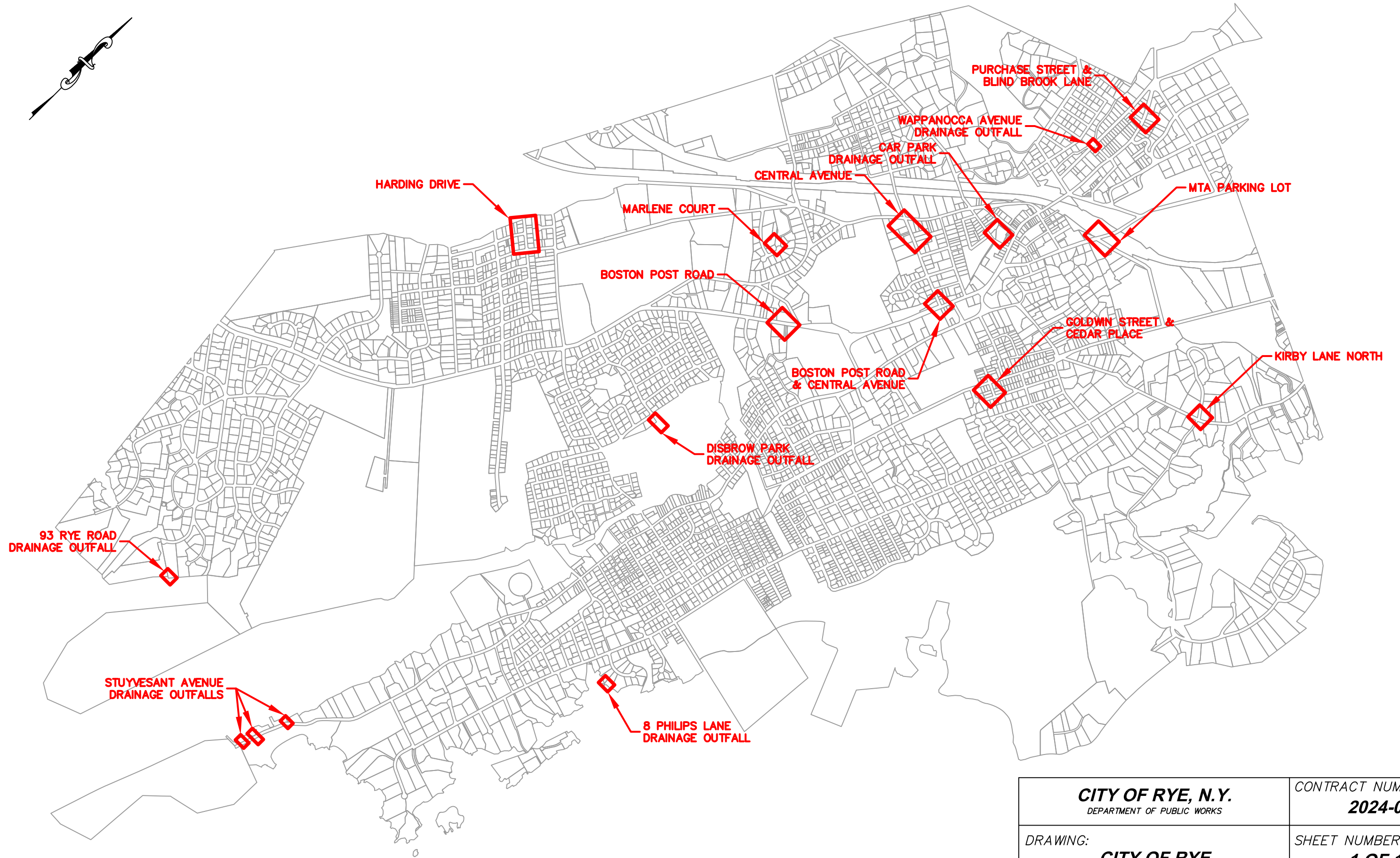
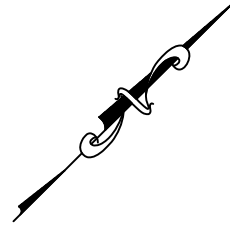


Item Number	Item	Unit	Quantity	1. VAD Construction Corp.		2. ELQ Industries Inc.		3. Con-Tech Construction Technology, Inc.		4. Laura Li Industries, LLC		5. Coppola Paving & Landscaping Corp.		6. Petrillo Contracting Inc.		7. Montesano Bros. Inc.		8. Paladino Concrete Creations Corp.		9. MTS Infrastructure LLC		10. Peter J. Landi Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
NYS DOT 203.02	Unclassified Excavation and Disposal	CY	1,200	\$100.00	\$ 120,000.00	\$59.00	\$ 70,800.00	\$125.00	\$ 150,000.00	\$85.00	\$ 102,000.00	\$178.00	\$ 213,600.00	\$35.00	\$ 42,000.00	\$100.00	\$ 120,000.00	\$170.00	\$ 204,000.00	\$130.00	\$ 156,000.00	\$125.00	\$ 150,000.00
Item W206.01	Rock Removal (Min. \$150 per CY, Max. \$300 per CY)	CY	230	\$200.00	\$ 46,000.00	\$300.00	\$ 69,000.00	\$255.00	\$ 58,650.00	\$225.00	\$ 51,750.00	\$300.00	\$ 69,000.00	\$300.00	\$ 69,000.00	\$260.00	\$ 59,800.00	\$300.00	\$ 69,000.00	\$150.00	\$ 34,500.00	\$160.00	\$ 36,800.00
NYS DOT 206.05	Test Pit	Ea	7	\$2,000.00	\$ 14,000.00	\$1,773.00	\$ 12,411.00	\$3,100.00	\$ 21,700.00	\$5,800.00	\$ 40,600.00	\$1,000.00	\$ 7,000.00	\$1,500.00	\$ 10,500.00	\$1,285.00	\$ 8,995.00	\$1,000.00	\$ 7,000.00	\$3,000.00	\$ 21,000.00	\$1,000.00	\$ 7,000.00
NYS DOT 304.12	Subbase Course	CY	60	\$75.75	\$ 4,545.00	\$161.50	\$ 9,690.00	\$110.00	\$ 6,600.00	\$175.00	\$ 10,500.00	\$200.00	\$ 12,000.00	\$120.00	\$ 7,200.00	\$92.00	\$ 5,520.00	\$210.00	\$ 12,600.00	\$100.00	\$ 6,000.00	\$80.00	\$ 4,800.00
NYS DOT 404.0983	9.5 Top Course Asphalt, 80 Series, Type 3	Tons	175	\$250.00	\$ 43,750.00	\$294.00	\$ 51,450.00	\$336.00	\$ 58,800.00	\$220.00	\$ 38,500.00	\$330.00	\$ 57,750.00	\$225.00	\$ 39,375.00	\$305.00	\$ 53,375.00	\$295.00	\$ 51,625.00	\$250.00	\$ 43,750.00	\$220.00	\$ 38,500.00
NYS DOT 404.2583	25 Binder Course Asphalt, 80 Series, Type 3	Tons	110	\$200.00	\$ 22,000.00	\$207.00	\$ 22,770.00	\$310.00	\$ 34,100.00	\$220.00	\$ 24,200.00	\$325.00	\$ 35,750.00	\$225.00	\$ 24,750.00	\$340.00	\$ 37,400.00	\$295.00	\$ 32,450.00	\$230.00	\$ 25,300.00	\$220.00	\$ 24,200.00
NYS DOT 490.10	Milling of Asphaltic Concrete Pavement (2-inches)	SY	1,500	\$8.25	\$ 12,375.00	\$17.45	\$ 26,175.00	\$4.00	\$ 6,000.00	\$15.00	\$ 22,500.00	\$20.00	\$ 30,000.00	\$30.00	\$ 45,000.00	\$15.00	\$ 22,500.00	\$25.00	\$ 37,500.00	\$35.00	\$ 52,500.00	\$18.00	\$ 27,000.00
Item W520.0900010	Saw Cutting Asphalt Concrete	LF	1,950	\$3.25	\$ 6,337.50	\$4.30	\$ 8,385.00	\$4.50	\$ 8,775.00	\$6.00	\$ 11,700.00	\$11.00	\$ 21,450.00	\$20.00	\$ 39,000.00	\$6.00	\$ 11,700.00	\$15.00	\$ 29,250.00	\$10.00	\$ 19,500.00	\$10.00	\$ 19,500.00
Item W553.0301	Temporary Cofferdams	LF	25	\$342.50	\$ 8,562.50	\$309.00	\$ 7,725.00	\$185.00	\$ 4,625.00	\$85.00	\$ 2,125.00	\$300.00	\$ 7,500.00	\$500.00	\$ 12,500.00	\$700.00	\$ 17,500.00	\$420.00	\$ 10,500.00	\$250.00	\$ 6,250.00	\$85.00	\$ 2,125.00
Item W560.13000001	Remove and Reset Stone Wall	CY	5	\$300.00	\$ 1,500.00	\$2,300.00	\$ 11,500.00	\$840.00	\$ 4,200.00	\$475.00	\$ 2,375.00	\$1,200.00	\$ 6,000.00	\$1,000.00	\$ 5,000.00	\$5,200.00	\$ 26,000.00	\$800.00	\$ 4,000.00	\$4,500.00	\$ 22,500.00	\$1,000.00	\$ 5,000.00
NYS DOT W603.6001	12" Dia. Reinforced Concrete Pipe	LF	113	\$224.00	\$ 25,312.00	\$221.00	\$ 24,973.00	\$208.00	\$ 23,504.00	\$240.00	\$ 27,120.00	\$280.00	\$ 31,640.00	\$436.00	\$ 49,268.00	\$515.00	\$ 58,195.00	\$255.00	\$ 28,815.00	\$400.00	\$ 45,200.00	\$275.00	\$ 31,075.00
NYS DOT W603.6002	15" Dia. Reinforced Concrete Pipe	LF	40	\$240.00	\$ 9,600.00	\$613.00	\$ 24,520.00	\$422.00	\$ 16,880.00	\$240.00	\$ 9,600.00	\$340.00	\$ 13,600.00	\$461.00	\$ 18,440.00	\$550.00	\$ 22,000.00	\$285.00	\$ 11,400.00	\$500.00	\$ 20,000.00	\$950.00	\$ 38,000.00
Item W603.9812	12" Dia. HDPE Pipe	LF	322	\$170.00	\$ 54,740.00	\$136.00	\$ 43,792.00	\$148.00	\$ 47,656.00	\$194.00	\$ 62,468.00	\$153.00	\$ 49,266.00	\$375.00	\$ 120,750.00	\$290.00	\$ 93,380.00	\$225.00	\$ 72,450.00	\$400.00	\$ 128,800.00	\$950.00	\$ 305,900.00
Item W603.98101204	12" Dia. PVC SDR 35 Pipe	LF	27	\$120.00	\$ 3,240.00	\$367.00	\$ 9,909.00	\$211.00	\$ 5,697.00	\$222.00	\$ 5,994.00	\$155.00	\$ 4,185.00	\$375.00	\$ 10,125.00	\$450.00	\$ 12,150.00	\$230.00	\$ 6,210.00	\$450.00	\$ 12,150.00	\$800.00	\$ 21,600.00
Item W603.9815	15" Dia. HDPE Pipe	LF	464	\$120.00	\$ 55,680.00	\$182.00	\$ 84,448.00	\$175.00	\$ 81,200.00	\$202.00	\$ 93,728.00	\$164.00	\$ 76,096.00	\$400.00	\$ 185,600.00	\$270.00	\$ 125,280.00	\$240.00	\$ 111,360.00	\$430.00	\$ 199,520.00	\$375.00	\$ 174,000.00
Item W603.9824	24" Dia. HDPE Pipe	LF	4	\$250.00	\$ 1,000.00	\$691.00	\$ 2,764.00	\$810.00	\$ 3,240.00	\$440.00	\$ 1,760.00	\$365.00	\$ 1,460.00	\$450.00	\$ 1,800.00	\$1,560.00	\$ 6,240.00	\$350.00	\$ 1,400.00	\$530.00	\$ 2,120.00	\$1,200.00	\$ 4,800.00
Item W603.9830	30" Dia. HDPE Pipe	LF	295	\$200.00	\$ 59,000.00	\$180.00	\$ 53,100.00	\$290.00	\$ 85,550.00	\$230.00	\$ 67,850.00	\$210.00	\$ 61,950.00	\$475.00	\$ 140,125.00	\$300.00	\$ 88,500.00	\$310.00	\$ 91,450.00	\$550.00	\$ 162,250.00	\$600.00	\$ 177,000.00
Item W604.044801	Drainage Structure (30"x48")	Ea	13	\$9,250.00	\$ 120,250.00	\$5,732.00	\$ 74,516.00	\$6,240.00	\$ 81,120.00	\$7,800.00	\$ 101,400.00	\$5,660.00	\$ 73,580.00	\$5,000.00	\$ 65,000.00	\$6,400.00	\$ 83,200.00	\$8,500.00	\$ 110,500.00	\$8,000.00	\$ 104,000.00	\$9,000.00	\$ 117,000.00
Item W604.044801	4' Dia. Drainage Manhole	Ea	8	\$7,500.00	\$ 60,000.00	\$6,190.00	\$ 49,520.00	\$5,230.00	\$ 41,840.00	\$7,200.00	\$ 57,600.00	\$4,100.00	\$ 32,800.00	\$5,000.00	\$ 40,000.00	\$6,600.00	\$ 52,800.00	\$7,900.00	\$ 63,200.00	\$12,000.00	\$ 96,000.00	\$8,500.00	\$ 68,000.00
Item W604.0460	5' Dia. Drainage Manhole	Ea	1	\$7,500.00	\$ 7,500.00	\$15,300.00	\$ 15,300.00	\$14,640.00	\$ 14,640.00	\$8,500.00	\$ 8,500.00	\$7,300.00	\$ 7,300.00	\$5,000.00	\$ 5,000.00	\$8,300.00	\$ 8,300.00	\$8,500.00	\$ 8,500.00	\$13,500.00	\$ 13,500.00	\$11,000.00	\$ 11,000.00
Item W604.07	Altering Drainage Structures and Manholes	Ea	2	\$2,000.00	\$ 4,000.00	\$1,406.00	\$ 2,812.00	\$2,840.00	\$ 5,680.00	\$4,800.00	\$ 9,600.00	\$4,300.00	\$ 8,600.00	\$2,500.00	\$ 5,000.00	\$1,600.00	\$ 3,200.00	\$3,200.00	\$ 6,400.00	\$5,000.00	\$ 10,000.00	\$7,000.00	\$ 14,000.00
Item W604.12	Outlet Control Structure	Ea	1	\$6,000.00	\$ 6,000.00	\$4,200.00	\$ 4,200.00	\$4,650.00	\$ 4,650.00	\$8,400.00	\$ 8,400.00	\$12,100.00	\$ 12,100.00	\$7,500.00	\$ 7,500.00	\$10,000.00	\$ 10,000.00	\$8,500.00	\$ 8,500.00	\$15,000.00	\$ 15,000.00	\$10,000.00	\$ 10,000.00
Item W605.98101218	12" Dia. Perforated HDPE Pipe	LF	266	\$120.00	\$ 31,920.00	\$87.00	\$ 23,142.00	\$94.00	\$ 25,004.00	\$198.00	\$ 52,668.00	\$105.00	\$ 27,930.00	\$275.00	\$ 73,150.00	\$140.00	\$ 37,240.00	\$210.00	\$ 55,860.00	\$400.00	\$ 106,400.00	\$225.00	\$ 59,850.00
Item W607.97000008	Remove and Reset Existing Fence	LF	10	\$100.00	\$ 1,000.00	\$374.00	\$ 3,740.00	\$180.00	\$ 1,800.00	\$222.00	\$ 2,220.00	\$128.00	\$ 1,280.00	\$100.00	\$ 1,000.00	\$280.00	\$ 2,800.00	\$20.00	\$ 200.00	\$100.00	\$ 1,000.00	\$100.00	\$ 1,000.00
NYS DOT 608.0101	Concrete Sidewalk	CY	50	\$400.00	\$ 20,000.00	\$1,020.00	\$ 51,000.00	\$750.00	\$ 37,500.00	\$1,400.00	\$ 70,000.00	\$650.00	\$ 32,500.00	\$700.00	\$ 35,000.00	\$1,200.00	\$ 60,000.00	\$1,100.00	\$ 55,000.00	\$1,400.00	\$ 70,000.00	\$1,500.00	\$ 75,000.00
NYS DOT 608.020102	Asphalt Sidewalks & Driveways	Tons	20	\$150.00	\$ 3,000.00	\$776.00	\$ 15,520.00	\$343.00	\$ 6,860.00	\$225.00	\$ 4,500.00	\$830.00	\$ 16,600.00	\$225.00	\$ 4,500.00	\$575.00	\$ 11,500.00	\$310.00	\$ 6,200.00	\$300.00	\$ 6,000.00	\$350.00	\$ 7,000.00
NYS DOT 609.04	Concrete Curb	LF	320	\$60.00	\$ 19,200.00	\$42.00	\$ 13,440.00	\$58.00	\$ 18,560.00	\$65.00	\$ 20,800.00	\$62.00	\$ 19,840.00	\$35.00	\$ 11,200.00	\$90.00	\$ 28,800.00	\$79.00	\$ 25,280.00	\$110.00	\$ 35,200.00	\$55.00	\$ 17,600.00
NYS DOT W609.10010415	Asphalt Curb	LF	165	\$20.00	\$ 3,300.00	\$13.00	\$ 2,145.00	\$22.00	\$ 3,630.00	\$35.00	\$ 5,775.00	\$54.00	\$ 8,910.00	\$25.00	\$ 4,125.00	\$33.00	\$ 5,445.00	\$50.00	\$ 8,250.00	\$55.00	\$ 9,075.00	\$20.00	\$ 3,300.00
NYS DOT 609.15	Resetting Existing Curb	LF	5	\$50.00	\$ 250.00	\$152.00	\$ 760.00	\$110.00	\$ 550.00	\$500.00	\$ 2,500.00	\$100.00	\$ 500.00	\$50.00	\$ 250.00	\$165.00	\$ 825.00	\$100.00	\$ 500.00	\$250.00	\$ 1,250.00	\$30.00	\$ 150.00
NYS DOT 610.1401	Topsoil	CY	30	\$120.00	\$ 3,600.00	\$120.00	\$ 3,600.00	\$138.00	\$ 4,140.00	\$75.00	\$ 2,250.00	\$275.00	\$ 8,250.00	\$100.00	\$ 3,000.00	\$85.00	\$ 2,550.00	\$40.00	\$ 1,200.00	\$100.00	\$ 3,000.00	\$60.00	\$ 1,800.00
NYS DOT 610.1601	Turf Establishment - Roadside	SY	140	\$35.00	\$ 4,900.00	\$5.00	\$ 700.00	\$16.00	\$ 2,240.00	\$25.00	\$ 3,500.00	\$118.00	\$ 16,520.00	\$18.00	\$ 2,520.00	\$11.00	\$ 1,540.00	\$5.00	\$ 700.00	\$14.00	\$ 1,960.00	\$15.00	\$ 2,100.00
NYS DOT 610.1602	Turf Establishment - Lawn	SY	50	\$35.00	\$ 1,750.00	\$5.00	\$ 250.00	\$16.00	\$ 800.00	\$75.00	\$ 3,750.00	\$130.00	\$ 6,500.00	\$18.00	\$ 900.00	\$110.00	\$ 5,500.00	\$5.00	\$ 250.00	\$15.00	\$ 750.00	\$18.00	\$ 900.00
NYS DOT 619.01	Basic Work Zone Traffic Control	LS	1	\$10,000.00	\$ 10,000.00	\$70,000.00	\$ 70,000.00	\$76,680.00	\$ 76,680.00	\$41,000.00	\$ 41,000.00	\$12,800.00	\$ 12,800.00	\$30,000.00	\$ 30,000.00	\$110,000.00	\$ 110,000.00	\$205,000.00	\$ 205,000.00	\$125,000.00	\$ 125,000.00	\$250,000.00	\$ 250,000.00

Drainage Improvement Project - Contract 2024-06  
Bid Tabulation



Item Number	Item	Unit	Quantity	1. VAD Construction Corp.		2. ELQ Industries Inc.		3. Con-Tech Construction Technology, Inc.		4. Laura Li Industries, LLC		5. Coppola Paving & Landscaping Corp.		6. Petrillo Contracting Inc.		7. Montesano Bros. Inc.		8. Paladino Concrete Creations Corp.		9. MTS Infrastructure LLC		10. Peter J. Landi Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
NYS DOT 625.01	Survey Operations	LS	1	\$10,000.00	\$ 10,000.00	\$22,000.00	\$ 22,000.00	\$15,680.00	\$ 15,680.00	\$12,500.00	\$ 12,500.00	\$24,000.00	\$ 24,000.00	\$7,500.00	\$ 7,500.00	\$35,000.00	\$ 35,000.00	\$40,000.00	\$ 40,000.00	\$35,000.00	\$ 35,000.00	\$18,000.00	\$ 18,000.00
NYS DOT 685.1102	White Epoxy Pavement Stripes, 20 mils	LF	420	\$4.00	\$ 1,680.00	\$2.60	\$ 1,092.00	\$4.50	\$ 1,890.00	\$4.00	\$ 1,680.00	\$11.00	\$ 4,620.00	\$2.00	\$ 840.00	\$12.00	\$ 5,040.00	\$3.00	\$ 1,260.00	\$15.00	\$ 6,300.00	\$10.00	\$ 4,200.00
NYS DOT 685.1202	Yellow Epoxy Pavement Stripes, 20 mils	LF	10	\$10.00	\$ 100.00	\$10.35	\$ 103.50	\$4.50	\$ 45.00	\$15.00	\$ 150.00	\$35.00	\$ 350.00	\$2.00	\$ 20.00	\$120.00	\$ 1,200.00	\$20.00	\$ 200.00	\$15.00	\$ 150.00	\$10.00	\$ 100.00
NYS DOT 687.0101	Thermoplastic Pavement Markings (Crosswalk)	LF	30	\$8.50	\$ 255.00	\$10.35	\$ 310.50	\$5.50	\$ 165.00	\$15.00	\$ 450.00	\$9.00	\$ 270.00	\$5.00	\$ 150.00	\$120.00	\$ 3,600.00	\$20.00	\$ 600.00	\$15.00	\$ 450.00	\$80.00	\$ 2,400.00
NYS DOT 699.040001	Mobilization	LS	1	\$10,000.00	\$ 10,000.00	\$68,000.00	\$ 68,000.00	\$38,000.00	\$ 38,000.00	\$15,000.00	\$ 15,000.00	\$55,000.00	\$ 55,000.00	\$44,000.00	\$ 44,000.00	\$48,000.00	\$ 48,000.00	\$50,000.00	\$ 50,000.00	\$100,000.00	\$ 100,000.00	\$15,000.00	\$ 15,000.00
Item W800	Miscellaneous Additional Work	FLS	1	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00
<b>BASE BID TOTAL</b>				<b>\$856,347.00</b>		<b>\$1,005,563.00</b>		<b>\$1,048,651.00</b>		<b>\$1,049,013.00</b>		<b>\$1,118,497.00</b>		<b>\$1,211,088.00</b>		<b>\$1,335,075.00</b>		<b>\$1,478,610.00</b>		<b>\$1,747,375.00</b>		<b>\$1,795,700.00</b>	
Item W604.51001210	12" Tideflex Check Valve Model TF-1	Ea	1	\$825.00	\$ 825.00	\$3,121.00	\$ 3,121.00	\$4,668.00	\$ 4,668.00	\$8,300.00	\$ 8,300.00	\$4,500.00	\$ 4,500.00	\$5,000.00	\$ 5,000.00	\$8,200.00	\$ 8,200.00	\$4,200.00	\$ 4,200.00	\$15,000.00	\$ 15,000.00	\$6,500.00	\$ 6,500.00
Item W604.51001211	12" Tideflex Flanged Duckbill Check Valve Model TF-35-1	Ea	1	\$825.00	\$ 825.00	\$4,130.00	\$ 4,130.00	\$6,748.00	\$ 6,748.00	\$9,600.00	\$ 9,600.00	\$5,900.00	\$ 5,900.00	\$7,000.00	\$ 7,000.00	\$10,000.00	\$ 10,000.00	\$5,500.00	\$ 5,500.00	\$16,000.00	\$ 16,000.00	\$6,000.00	\$ 6,000.00
Item W604.51001212	12" Slip-in Inline Check Valve	Ea	1	\$825.00	\$ 825.00	\$2,403.00	\$ 2,403.00	\$3,748.00	\$ 3,748.00	\$7,300.00	\$ 7,300.00	\$3,500.00	\$ 3,500.00	\$3,500.00	\$ 3,500.00	\$7,500.00	\$ 7,500.00	\$4,000.00	\$ 4,000.00	\$18,000.00	\$ 18,000.00	\$7,500.00	\$ 7,500.00
Item W604.51001510	15" Tideflex Check Valve Model TF-1	Ea	2	\$800.00	\$ 1,600.00	\$5,251.00	\$ 10,502.00	\$8,515.00	\$ 17,030.00	\$10,950.00	\$ 21,900.00	\$7,200.00	\$ 14,400.00	\$9,000.00	\$ 18,000.00	\$11,000.00	\$ 22,000.00	\$6,500.00	\$ 13,000.00	\$20,000.00	\$ 40,000.00	\$7,500.00	\$ 15,000.00
Item W604.51001511	15" Slip-in Inline Check Valve	Ea	1	\$825.00	\$ 825.00	\$3,483.00	\$ 3,483.00	\$5,870.00	\$ 5,870.00	\$8,756.00	\$ 8,756.00	\$4,900.00	\$ 4,900.00	\$5,600.00	\$ 5,600.00	\$9,000.00	\$ 9,000.00	\$4,500.00	\$ 4,500.00	\$22,000.00	\$ 22,000.00	\$8,500.00	\$ 8,500.00
Item W604.51001810	18" Slip-in Inline Check Valve	Ea	1	\$1,050.00	\$ 1,050.00	\$4,507.00	\$ 4,507.00	\$7,365.00	\$ 7,365.00	\$9,850.00	\$ 9,850.00	\$7,500.00	\$ 7,500.00	\$7,600.00	\$ 7,600.00	\$10,000.00	\$ 10,000.00	\$6,000.00	\$ 6,000.00	\$23,000.00	\$ 23,000.00	\$8,500.00	\$ 8,500.00
Item W604.51002410	24" Tideflex Check Valve Model TF-1	Ea	1	\$1,200.00	\$ 1,200.00	\$9,180.00	\$ 9,180.00	\$14,495.00	\$ 14,495.00	\$15,400.00	\$ 15,400.00	\$15,600.00	\$ 15,600.00	\$16,500.00	\$ 16,500.00	\$17,000.00	\$ 17,000.00	\$11,500.00	\$ 11,500.00	\$28,000.00	\$ 28,000.00	\$15,000.00	\$ 15,000.00
Item W604.51002411	24" Slip-in inline Check Valve	Ea	1	\$1,200.00	\$ 1,200.00	\$6,400.00	\$ 6,400.00	\$9,895.00	\$ 9,895.00	\$12,200.00	\$ 12,200.00	\$12,300.00	\$ 12,300.00	\$11,500.00	\$ 11,500.00	\$13,000.00	\$ 13,000.00	\$8,000.00	\$ 8,000.00	\$29,000.00	\$ 29,000.00	\$12,000.00	\$ 12,000.00
Item W604.51003610	36" Tideflex Check Valve Model TF-1	Ea	2	\$2,300.00	\$ 4,600.00	\$14,396.00	\$ 28,792.00	\$22,100.00	\$ 44,200.00	\$21,000.00	\$ 42,000.00	\$24,500.00	\$ 49,000.00	\$23,000.00	\$ 46,000.00	\$28,000.00	\$ 56,000.00	\$17,500.00	\$ 35,000.00	\$45,000.00	\$ 90,000.00	\$20,000.00	\$ 40,000.00
<b>ADD ALT TOTAL</b>				<b>\$12,950.00</b>		<b>\$72,518.00</b>		<b>\$114,019.00</b>		<b>\$135,306.00</b>		<b>\$117,600.00</b>		<b>\$120,700.00</b>		<b>\$152,700.00</b>		<b>\$91,700.00</b>		<b>\$281,000.00</b>		<b>\$119,000.00</b>	
<b>BASE BID AND ADD ALT TOTAL</b>				<b>\$869,297.00</b>		<b>\$1,078,081.00</b>		<b>\$1,162,670.00</b>		<b>\$1,184,319.00</b>		<b>\$1,236,097.00</b>		<b>\$1,331,788.00</b>		<b>\$1,487,775.00</b>		<b>\$1,570,310.00</b>		<b>\$2,028,375.00</b>		<b>\$1,914,700.00</b>	



<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
DRAWING: <b>CITY OF RYE</b> <b><u>DRAINAGE IMPROVEMENTS</u></b> <b><u>KEY MAP</u></b>	SHEET NUMBER: <b>1 OF 19</b>
	SCALE: 1" = 1,500'
	DATE: MAY 2024

**GENERAL NOTES**

1. INFORMATION SHOWN ON THE PLANS IS BASED ON LIMITED INVESTIGATIONS MADE BY THE CITY FOR THE SOLE PURPOSE OF ITS ESTIMATE OF QUANTITIES, AND MAY NOT INDICATE THE TRUE OR FULL CONDITION OF WORK WHICH WILL BE REQUIRED.
2. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING THE AREAS OF PROPOSED WORK AS TO THE ACTUAL CONDITIONS AND REQUIREMENTS OF WORK PRIOR TO SUBMITTING A BID. HE SHALL CHECK AND VERIFY ALL CONDITIONS AND DIMENSIONS, AND ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER IN WRITING PRIOR TO COMMENCEMENT OF WORK.
3. ALL WORK SHALL BE DONE AND INSTALLED IN COMPLIANCE WITH ALL LAWS RULES AND REGULATIONS OF THE CITY OF RYE AND SHALL COMPLY WITH THE LATEST EDITION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, INCLUDING ALL REFERENCE STANDARDS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING STAGING AREAS. STAGING AREAS WITHIN PROJECT LIMITS OR ANYWHERE ON CITY PROPERTY MUST BE APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL INSTALL SILT FENCE AND/OR OTHER EROSION AND SEDIMENTATION CONTROL MEASURES NECESSARY TO PROTECT ANY NEARBY WATERWAYS FROM SOIL DISTURBANCE ASSOCIATED WITH CONSTRUCTION STAGING.
5. THE CONTRACT MUST CONDUCT WORK IN A MANNER THAT DOES NOT DISRUPT OR IMPACT THE ACTIVE OPERATIONS OF THE ADJACENT ROADWAY OR ANY OTHER ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY BARRICADES, DANGER SIGNALS, AND OTHER SAFE GUARDS, ETC., TO ADEQUATELY PROTECT ALL WORKERS, CITY EMPLOYEES AND THE PUBLIC FROM POSSIBLE INJURY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACCIDENTS OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING ANY VANDALISM) RESULTING FROM UNAUTHORIZED ACCESS TO THE SITE FOR THE DURATION OF THE PROJECT. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, THE COST OF SUCH PROTECTION SHALL BE DEEMED INCLUDED IN THE VARIOUS ITEMS OF THE CONTRACT. NO DIRECT PAYMENT.
7. THE CONTRACTOR SHALL PROTECT ALL EXISTING VEGETATION INTENDED TO REMAIN INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, GROUND COVERS, ETC., EVERY ATTEMPT SHALL BE MADE TO PROTECT AND SAVE THE VEGETATION THAT IS NEAR AND, IN THE OPINION OF THE CITY ENGINEER, IN DANGER OF BEING IMPACTED BY THE CONSTRUCTION. ANY EXISTING VEGETATION INTENDED TO REMAIN THAT ARE DISTURBED AND/OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AND/OR RESTORED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY ENGINEER AT NO EXPENSE TO THE CITY.
8. ALL PAY ITEMS SHOWN ON THE PLANS REFER TO THE LATEST VERSION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS AND ADDENDA THERETO, EXCLUDING PAY ITEMS THAT BEGIN WITH A "W" WHICH ARE WESTCHESTER COUNTY SPECIAL SPECIFICATIONS.
9. UNLESS OTHERWISE NOTED, ALL EXISTING SEWERS, GAS, WATER, ELECTRIC UTILITY LIES AND RELATED STRUCTURES WITHIN THE CONTRACT AREA SHALL REMAIN. ALL STORM DRAINAGE PIPES TO BE REMOVED ARE NOTED ON THE CONTRACT DRAWINGS. IF ABANDONED PIPES ARE ENCOUNTERED DURING EXCAVATIONS, REMOVE PIPE IN AREA OF EXCAVATION AND PLUG PIPE AT END OF EXCAVATION. COST TO BE INCLUDED UNDER RESPECTIVE EXCAVATION ITEM.
10. WHERE NEW CONSTRUCTION ABUTS EXISTING PAVEMENTS, CURBS OR WALLS, THE EXISTING MATERIALS SHALL BE CLEANLY SAWCUT TO PROVIDE A CLEAN NEAT MATCH AND A SMOOTH, FLUSH TRANSITION, AS DIRECTED BY THE CITY ENGINEER. ALL SAWCUTTING SHALL BE DONE TO NEAT AND STRAIGHT ACCURATE LINES.
11. ALL REFUSE AND DEBRIS DERIVED FROM DEMOLITION OPERATIONS AS SPECIFIED IN THE CONTRACT DRAWINGS OR AS OTHERWISE GENERATED BY THE CONSTRUCTION OF THIS CONTRACT SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE THE LEGAL REMOVAL AND DIPOSITION OF ALL CONSTRUCTION REFUSE AND DEBRIS, OFF SITE. UPON COMPLETION, THE CONTRACTOR SHALL LEAVE THE SITE FREE AND CLEAR OF ALL REFUSE AND DEBRIS, AND IN A BROOM SWEPT CONDITION.
12. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, REMOVAL ALL OF PAVEMENTS, CONCRETE CURBS, AND SIDEWALKS TO BE PAID FOR UNDER UNCLASSIFIED EXCAVATION AND DISPOSAL, ITEM 203.02.
13. THE CONTRACTOR IS REQUIRED TO NOTIFY CON EDISON AND VEOLIA BEFORE THE START OF ANY WORK. NO EXCAVATION CAN BE PERFORMED WITHOUT FIRST CALLING IN A CODE 753 MARK OUT OF ALL FACILITIES IN ADDITION TO THE NOTIFICATION.
14. THE LOCATIONS OF ALL UTILITIES ARE DIAGRAMMATIC. WHERE NEW UTILITIES ARE TO CROSS OR CONNECT TO EXISTING UTILITIES, THE CONTRACTOR SHALL MAKE PRELIMINARY INVESTIGATIONS INCLUDING BUT NOT LIMITED TO NECESSARY EXCAVATIONS TO DETERMINE IF THE WORK CAN BE COMPLETED AS SHOWN. ANY CHANGES REQUIRED BY FIELD CONDITIONS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO COMMENCEMENT OF WORK.
15. ALL PAVEMENT SHALL BE INSTALLED TO SMOOTH EVEN GRADE WITH NO PATCHING OR IRREGULARITIES. NEW PAVEMENT SHALL MEET EXISTING PAVEMENT FLUSH AND EVENLY.
16. THE CONTRACTOR SHALL PREVENT AGAINST LOW SPOTS WHERE WATER CAN COLLECT, AS WELL AS ANY POSSIBLE RE-DIRECTION OF RUNOFF ONTO PRIVATE PROPERTY AND SHALL TAKE WHATEVER CORRECTIVE MEASURES NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE TO CORRECT ANY DELETERIOUS WATER PONDING AREAS AT NOT EXPENSE TO THE CITY.
17. THE LOCATION OF CATCH BASINS, DRAIN INLETS, AND MANHOLES (WHERE SHOWN IN PLANS) ARE DIAGRAMMATIC ONLY. THE CITY ENGINEER MAY DIRECT THE CONTRACTOR TO SHIFT THE LOCATION OF A DRAINAGE STRUCTURE OR ADJUST GRADING TO PROVIDE POSITIVE DRAINAGE OR TO AVOID SIGNIFICANT TREE ROOTS.
18. THE CONTRACTOR SHALL KEEP ALL ROADWAYS AND ACCESS DRIVES USED FOR HAULING OF MATERIALS AND EQUIPMENT FREE FROM SOIL AND DEBRIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE AND/R SPILLS CAUSED BY THE OPERATIONS AND SHALL BE REQUIRED TO MAKE REPAIRS AND/OR CLEANUP DEBRIS INCLUDING BUT NOT LIMITED TO STREET SWEEPING AT NO EXPENSE TO THE CITY.
19. THE CONTRACTOR SHALL BE REQUIRED TO PROTECT HIS WORKERS AT ALL TIMES IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS.
20. ALL MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, LATEST REVISION.
21. ANY DE-WATERING REQUIRED WHILE WORKING ON SITE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF DEWATERING SHALL BE INCLUDED UNDER THE CONTRACT, NO SEPARATE PAYMENT WILL BE MADE.

<b>CITY OF RYE, N.Y.</b> <i>DEPARTMENT OF PUBLIC WORKS</i>	<i>CONTRACT NUMBER:</i> <b>2024-06</b>
<i>DRAWING:</i> <b>CITY OF RYE</b> <b><u>GENERAL NOTES</u></b>	<i>SHEET NUMBER:</i> <b>2 OF 19</b>
	<i>SCALE:</i> AS SHOWN
	<i>DATE:</i> MAY 2024





**MEAD POND**

PROPOSED COFFERDAM (TYPE 2)  
(ITEM W553.0301)  
25 LINEAR FEET

PROPOSED OUTLET CONTROL STRUCTURE  
(ITEM W604.12)  
RIM: ±53.4  
INV. OUT: 50.9

EXISTING STONE WALL TO  
BE RESET AS NECESSARY  
5 CUBIC YARDS  
(ITEM W560.13000001)

NOTE:  
1. CONTRACTOR SHALL SURVEY ELEVATIONS AT  
EXISTING & PROPOSED STRUCTURES PRIOR  
TO ORDERING MATERIALS (NYSOT 625.01).  
2. CONTRACTOR SHALL RESTORE LAWN AREA  
TO EXISTING CONDITIONS.

EXISTING  
STONE WALL  
12"Ø PVC SCH 40  
5 LF.  
Inv. out 50.9  
(ITEM W603.98101204)

12" CI TO PVC FLEXIBLE  
COUPLING AS  
MANUFACTURED BY FERNCO  
(ITEM W603.98101204)

Ex. 12"Ø CI  
33 L.F. @ 0.0% SLOPE  
Ex. DMH  
Rim: 51.57  
Inv. in: 44.12  
Inv. out: 43.77

Ex. 24"Ø CMP  
224 L.F. @ 0.75% Slope

APPROXIMATE LOCATION OF 10' WIDE  
DRAINAGE EASEMENT

CONTRACTOR TO TEMPORARILY  
REMOVE AND REINSTALL EXISTING  
FENCE FOR ACCESS  
±10 LINEAR FEET  
(ITEM W607.97000008)

APPROXIMATE LOCATION OF PIPE OPENING  
PROPOSED 30"X48" CATCH BASIN  
(FRAME & GRATE MODEL 3408)  
RIM: ±46.3 (RAISE GRADE AS NECESSARY)  
INV. 42.8  
(ITEM W604.4801)

PROPOSED 24"Ø HDPE  
2 L.F.  
(ITEM W603.9824)

PROPOSED 24"Ø HDPE TO CMP  
MARMAC CONNECTION (2-TOTAL)  
(ITEM W603.9824)

MARLENE COURT

3 SHARON LANE

5 SHARON LANE

7 SHARON LANE

Ex. Catch Basin  
Rim: 46.59  
Inv. in: 42.09  
Inv. out: 41.99

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>3 OF 19</b>
DRAWING: <b>MARLENE COURT</b> <b>DRAINAGE IMPROVEMENTS</b>	SCALE: 1" = 20'
	DATE: MAY 2024





PROPOSED 5'Ø PRECAST CONCRETE DRAINAGE MANHOLE FRAME & GRATE MODEL 3408  
RIM: MATCH EXISTING GRADE  
INV.: ± -10.5  
(ITEM W604.0460)

REMOVE EXISTING ASPHALT CURB AS REQUIRED (NYS DOT 203.02)  
PROPOSED ASPHALT CURB ±30 L.F.  
(ITEM W609.10010415)

DMH 63514  
INV.: -11.1

NOTE:  
1. CONTRACTOR SHALL SURVEY ELEVATIONS AT EXISTING & PROPOSED STRUCTURES PRIOR TO ORDERING MATERIALS (NYS DOT 625.01).  
2. CONTRACTOR SHALL RESTORE LAWN AREA TO EXISTING CONDITIONS.

APPROXIMATE LOCATION OF EXISTING WATER MAIN  
APPROXIMATE LOCATION OF EXISTING GAS MAIN  
APPROXIMATE LOCATION OF EXISTING SEWER MAIN  
APPROXIMATE LOCATION OF EXISTING FORCE MAIN

PRIOR TO ORDERING MATERIALS CONTRACTOR SHALL PERFORM A TEST PIT AT UTILITY CROSSINGS (2-TOTAL, NYSDOT 206.05)

MILL & PAVE 2" THICK PAVEMENT RESTORATION ±300 SF

CATCH BASIN 5189  
RIM 38.42  
INV. OUT: 32.92

PROPOSED 30"X48" PRECAST CONCRETE CATCH BASIN  
RIM: MATCH EXISTING GRADE  
INV: -3.5  
(ITEM W604.02)

DMH 4253  
RIM 36.40  
INV. IN: 17.65  
INV. OUT: 17.65

CATCH BASIN 4356  
RIM 37.33  
INV. OUT: 36.23

PROPOSED 15"Ø HDPE 25 L.F. @ 1.0% SLOPE  
(ITEM W603.9815)

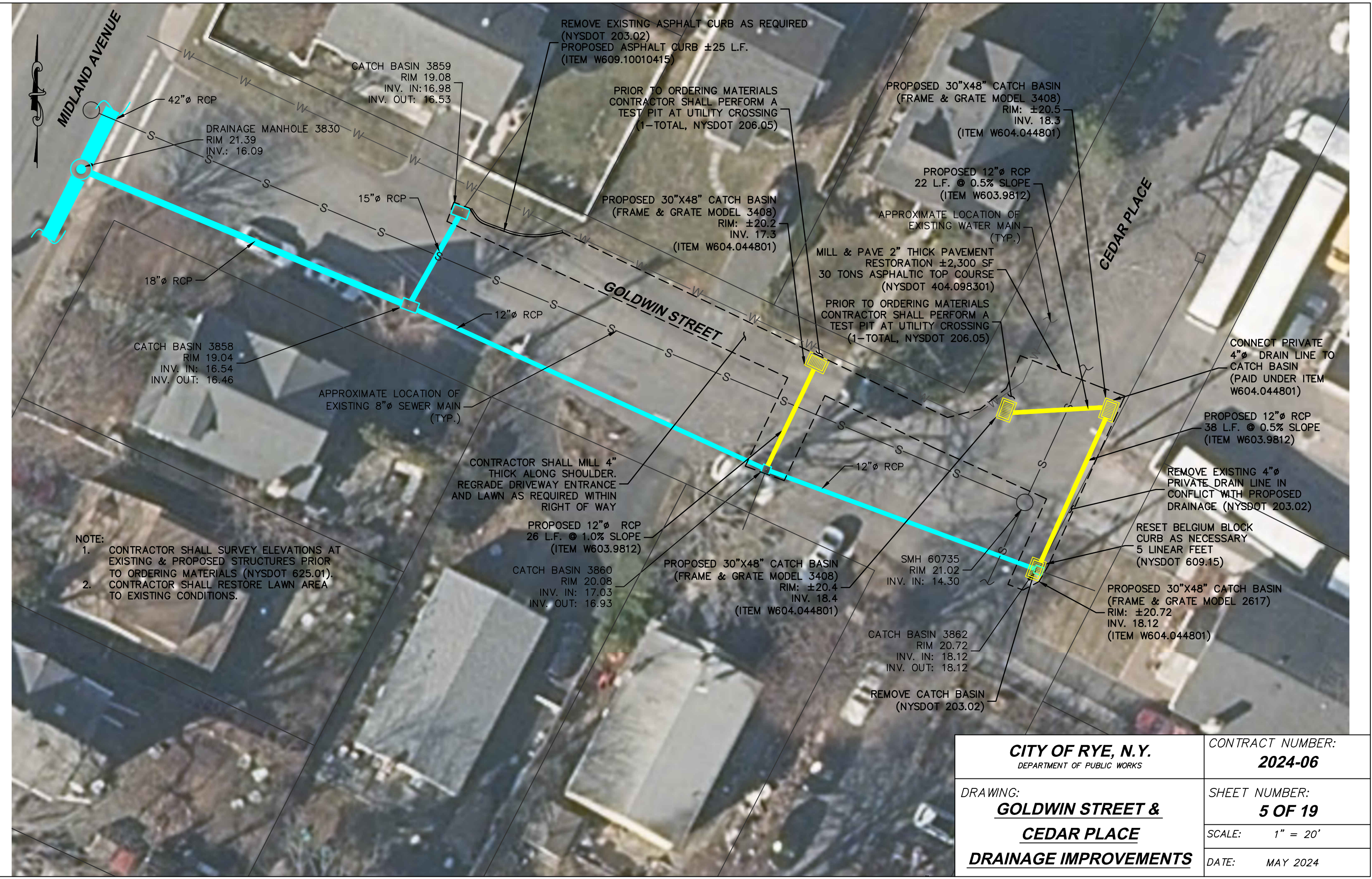
REMOVE EXISTING ASPHALT CURB AS REQUIRED (NYS DOT 203.02)  
PROPOSED ASPHALT CURB ±70 L.F.  
(ITEM W609.10010415)

DMH 4357  
RIM 37.64  
INV. IN: 32.64  
INV. IN: 31.49  
INV. OUT: 31.49

PROPOSED CONNECTION TO EXISTING DMH (PAID UNDER PIPE LINE ITEM)  
12"Ø CIP

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>4 OF 19</b>
DRAWING: <b>KIRBY LANE NORTH</b> <b>DRAINAGE IMPROVEMENTS</b>	SCALE: 1" = 20'
	DATE: MAY 2024





REMOVE EXISTING ASPHALT CURB AS REQUIRED (NYS DOT 203.02)  
 PROPOSED ASPHALT CURB ±25 L.F. (ITEM W609.10010415)

CATCH BASIN 3859  
 RIM 19.08  
 INV. IN: 16.98  
 INV. OUT: 16.53

PRIOR TO ORDERING MATERIALS CONTRACTOR SHALL PERFORM A TEST PIT AT UTILITY CROSSING (1-TOTAL, NYSDOT 206.05)

PROPOSED 30"x48" CATCH BASIN (FRAME & GRATE MODEL 3408)  
 RIM: ±20.5  
 INV. 18.3  
 (ITEM W604.044801)

PROPOSED 12"Ø RCP  
 22 L.F. @ 0.5% SLOPE  
 (ITEM W603.9812)

PROPOSED 30"x48" CATCH BASIN (FRAME & GRATE MODEL 3408)  
 RIM: ±20.2  
 INV. 17.3  
 (ITEM W604.044801)

APPROXIMATE LOCATION OF EXISTING WATER MAIN (TYP.)

MILL & PAVE 2" THICK PAVEMENT RESTORATION ±2,300 SF 30 TONS ASPHALTIC TOP COURSE (NYSDOT 404.098301)

PRIOR TO ORDERING MATERIALS CONTRACTOR SHALL PERFORM A TEST PIT AT UTILITY CROSSING (1-TOTAL, NYSDOT 206.05)

CONNECT PRIVATE 4"Ø DRAIN LINE TO CATCH BASIN (PAID UNDER ITEM W604.044801)

PROPOSED 12"Ø RCP  
 38 L.F. @ 0.5% SLOPE  
 (ITEM W603.9812)

APPROXIMATE LOCATION OF EXISTING 8"Ø SEWER MAIN (TYP.)

CONTRACTOR SHALL MILL 4" THICK ALONG SHOULDER. REGRADE DRIVEWAY ENTRANCE AND LAWN AS REQUIRED WITHIN RIGHT OF WAY

PROPOSED 12"Ø RCP  
 26 L.F. @ 1.0% SLOPE  
 (ITEM W603.9812)

REMOVE EXISTING 4"Ø PRIVATE DRAIN LINE IN CONFLICT WITH PROPOSED DRAINAGE (NYSDOT 203.02)

RESET BELGIUM BLOCK CURB AS NECESSARY 5 LINEAR FEET (NYSDOT 609.15)

NOTE:  
 1. CONTRACTOR SHALL SURVEY ELEVATIONS AT EXISTING & PROPOSED STRUCTURES PRIOR TO ORDERING MATERIALS (NYSDOT 625.01).  
 2. CONTRACTOR SHALL RESTORE LAWN AREA TO EXISTING CONDITIONS.

CATCH BASIN 3860  
 RIM 20.08  
 INV. IN: 17.03  
 INV. OUT: 16.93

PROPOSED 30"x48" CATCH BASIN (FRAME & GRATE MODEL 3408)  
 RIM: ±20.4  
 INV. 18.4  
 (ITEM W604.044801)

SMH 60735  
 RIM 21.02  
 INV. IN: 14.30

PROPOSED 30"x48" CATCH BASIN (FRAME & GRATE MODEL 2617)  
 RIM: ±20.72  
 INV. 18.12  
 (ITEM W604.044801)

CATCH BASIN 3862  
 RIM 20.72  
 INV. IN: 18.12  
 INV. OUT: 18.12

REMOVE CATCH BASIN (NYSDOT 203.02)

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>5 OF 19</b>
DRAWING: <b>GOLDWIN STREET &amp;          CEDAR PLACE</b>	SCALE: 1" = 20'
<b>DRAINAGE IMPROVEMENTS</b>	DATE: MAY 2024





PROPOSED CONNECTION INTO COUNTY CATCH BASIN  
RIM: 59.62  
INV. OUT: 58.42  
SUMP: 57.12

PROPOSED 4" DMH  
(FRAME & COVER MODEL 1007C)  
RIM: MATCH EXISTING GRADE  
INV. 58.4  
(ITEM W604.0448)

PRIOR TO ORDERING MATERIALS  
CONTRACTOR SHALL PERFORM A  
TEST PIT AT UTILITY CROSSINGS  
(4-TOTAL, NYSDOT 206.05)

PROPOSED 4" DMH  
(FRAME & COVER MODEL 1007C)  
RIM: MATCH EXISTING GRADE  
INV. 58.4  
(ITEM W604.0448)

PROPOSED 12" SOLID HDPE  
7 L.F. LAID LEVEL  
(ITEM W603.9812)

PROPOSED 30"X48" CATCH BASIN  
(FRAME & GRATE MODEL 3408)  
RIM: MATCH EX. GRADE  
INV. 58.4  
(ITEM W604.044801)

LIMITS OF PROPOSED ASPHALT  
SIDEWALK & DRIVEWAY RESTORATION  
±2,300 SF  
(NYSDOT 608.020102)

PROPOSED 12" SOLID HDPE  
36 L.F. LAID LEVEL  
(ITEM W603.9812)

PROPOSED 12" RCP  
30 L.F. LAID LEVEL  
(ITEM W603.6001)

PROPOSED 12" PERFORATED HDPE  
180 L.F. LAID LEVEL (ITEM W605.98101218)  
CONTRACTOR SHALL INSTALL 12" SOLID  
HDPE AT LOCATIONS ALONG TREES (10' ON  
EACH SIDE OF TREES)  
60 L.F. LAID LEVEL (ITEM W603.9812)

PROPOSED 4" DMH  
(FRAME & COVER MODEL 1007C)  
RIM: MATCH EXISTING GRADE  
INV. ±58.4  
(ITEM W6040448)

PROPOSED 12" PERFORATED HDPE  
86 L.F. LAID LEVEL (ITEM W605.98101218)  
CONTRACTOR SHALL INSTALL 12" SOLID  
HDPE AT LOCATIONS ALONG TREES (10' ON  
EACH SIDE OF TREES)  
20 L.F. LAID LEVEL (ITEM W603.9812)

MILL & PAVE 2" THICK  
PAVEMENT RESTORATION ±80 SF

MILL & PAVE 2" THICK PAVEMENT  
RESTORATION ±380 SF

PROPOSED 30"X48" CATCH BASIN  
(FRAME & GRATE MODEL 3408)  
RIM: MATCH EX. GRADE  
INV. 58.4  
(ITEM W604.044801)

**NOTE:**

1. CONTRACTOR SHALL SURVEY ELEVATIONS AT EXISTING & PROPOSED STRUCTURES PRIOR TO ORDERING MATERIALS (NYSDOT 625.01).
2. CONTRACTOR SHALL RESTORE LAWN AREA TO EXISTING CONDITIONS.

<b>CITY OF RYE, N.Y.</b> <small>DEPARTMENT OF PUBLIC WORKS</small>	CONTRACT NUMBER: <b>2024-06</b>
	DRAWING: <b>CENTRAL AVENUE DRAINAGE IMPROVEMENTS</b>
	SHEET NUMBER: <b>6 OF 19</b>
	SCALE: 1" = 30'
	DATE: MAY 2024



CENTRAL AVENUE

BOSTON POST ROAD

PROPOSED 12" SLIP-IN LINE CHECK VALVE  
CHECKMATE ULTRAFLEX  
CONTRACTOR SHALL CONFIRM CONNECTION, SIZE &  
TYPE OF PIPE PRIOR TO ORDERING MATERIALS  
(W604.51001212)

Ex. SMH 61176  
Rim: 18.33  
Inv.: 9.41

REPLACE ±22 L.F. OF 12"Ø PVC  
DRAINAGE PIPE  
(MATCH EXISTING SIZE & TYPE)  
(W603.98101204)

CROSSWALK SHALL BE RE-STRIPED  
(MATCH EXISTING PATTERN)  
ITEM 687.0101

Ex. Catch Basin 6429  
Rim: 18.03  
Inv. out: 15.53

Ex. DMH 6425  
Rim: 18.13  
Inv. in: 12.43 (6428)  
Inv. out: 12.33

Ex. Catch Basin 6427  
Rim: 17.74  
Inv. out: Unknown

APPROXIMATE LOCATION OF  
16"Ø VCP SEWER MAIN

Ex. 12"Ø CPP  
Ex. DMH 6428  
Rim: 18.15  
Inv. in: 14.79  
Inv. out: 14.45

MILL & PAVE 2" THICK PAVEMENT  
RESTORATION ±480 SF

**CITY OF RYE, N.Y.**  
DEPARTMENT OF PUBLIC WORKS

CONTRACT NUMBER:  
**2024-06**

DRAWING:  
**CENTRAL AVENUE &  
BOSTON POST ROAD  
DRAINAGE IMPROVEMENTS**

SHEET NUMBER:  
**7 OF 19**

SCALE: 1" = 20'

DATE: MAY 2024





- NOTE:
1. CONTRACTOR SHALL SURVEY ELEVATIONS AT EXISTING & PROPOSED STRUCTURES PRIOR TO ORDERING MATERIALS (NYS DOT 625.01).
  2. CONTRACTOR SHALL RESTORE LAWN AREA TO EXISTING CONDITIONS.

PURCHASE STREET

BLIND BROOK LANE

PROPOSED 4'Ø PRECAST CONCRETE DOGHOUSE MANHOLE  
(FRAME & COVER MODEL 1007C)  
RIM: MATCH EXISTING GRADE  
INV. MATCH EXISTING INVERT  
(ITEM W604.0448)

REPAIR CONCRETE SIDEWALK & CURB AS REQUIRED  
FULL PANEL SIDEWALK REPLACEMENT  
(SIDEWALK NYS DOT 608.0101  
CURB NYS DOT 609.04)

REPLACE CATCH BASIN WITH  
30"X48" PRECAST CONCRETE  
CATCH BASIN  
(FRAME & GRATE MODEL 2617)  
RIM: 28.46  
INV.: 25.71  
INV.: OUT 23.50  
(ITEM W604.044801)

RAISE BURIED DRAINAGE  
STRUCTURE TO GRADE  
INSTALL FRAME & GRATE  
(ITEM W604.07)

PROPOSED 12"Ø HDPE  
±5 L.F. @ 1.0% MIN. SLOPE  
(ITEM W603.9812)

Ex. 12"Ø RCP

REPAIR CONCRETE CURB AS  
NECESSARY (ITEM 609.04)

Ex. CB 1218  
Rim: 28.46  
Inv. out: 23.50

Ex. 12"Ø RCP  
Ex. 12"Ø RCP

Ex. CB 1211  
Rim: 28.37  
Inv. out: 24.42

RAISE BURIED DRAINAGE  
STRUCTURE TO GRADE  
INSTALL FRAME & COVER  
(ITEM W604.07)

Ex. 12"Ø RCP

Ex. CB 1219  
Rim: 28.42  
Inv. out: 24.22

Ex. 24"Ø RCP

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>8 OF 19</b>
DRAWING: <b>PURCHASE STREET &amp;          BLIND BROOK LANE          DRAINAGE IMPROVEMENTS</b>	SCALE: 1" = 20' DATE: MAY 2024



775 BOSTON POST ROAD

Ex. 18"Ø RCP  
Ex. DMH 1484  
Rim: 28.97  
Inv.: 23.87  
CONNECT TO EX. DMH  
INV. 23.9  
(ITEM W604.07260011)  
Ex. 18"Ø RCP

SHOULDER SHALL BE RE-STRIPED (TYP.)  
ITEM 685.1102

REPLACE CONCRETE SIDEWALK & CURB AS  
REQUIRED  
FULL PANEL SIDEWALK REPLACEMENT  
(SIDEWALK NYSDOT 608.0101  
CURB NYSDOT 609.04)

MILL & PAVE 2" THICK PAVEMENT  
RESTORATION ±400 SF

YELLOW CROSS HATCH SHALL BE  
RE-STRIPED (MATCH EXISTING PATTERN)  
ITEM 685.1202

PROPOSED 30"Ø HDPE  
295 LF LAID LEVEL  
(ITEM W603.9830)

BOSTON POST ROAD

REPLACE ±40 L.F. OF 15"Ø RCP  
DRAINAGE PIPE  
(MATCH EXISTING SIZE & TYPE)  
(W603.6002)

PRIOR TO ORDERING MATERIALS  
CONTRACTOR SHALL EXCAVATE A  
TEST PIT AT PROPOSED  
STRUCTURES TO CONFIRM INVERT  
(NYSDOT 206.05)

770 BOSTON POST ROAD

Ex. DMH 1724  
Rim: 32.06  
Inv.: 23.7

NOTE:  
1. CONTRACTOR SHALL SURVEY ELEVATIONS AT EXISTING &  
PROPOSED STRUCTURES PRIOR TO ORDERING MATERIALS  
(NYSDOT 625.01).

Ex. 15"Ø RCP

PROPOSED 4'Ø PRECAST CONCRETE DOGHOUSE MANHOLE  
(FRAME & COVER MODEL 1007C)  
RIM: MATCH EXISTING GRADE  
INV. 23.9  
(ITEM W604.0448)

**CITY OF RYE, N.Y.**  
DEPARTMENT OF PUBLIC WORKS

CONTRACT NUMBER:  
**2024-06**

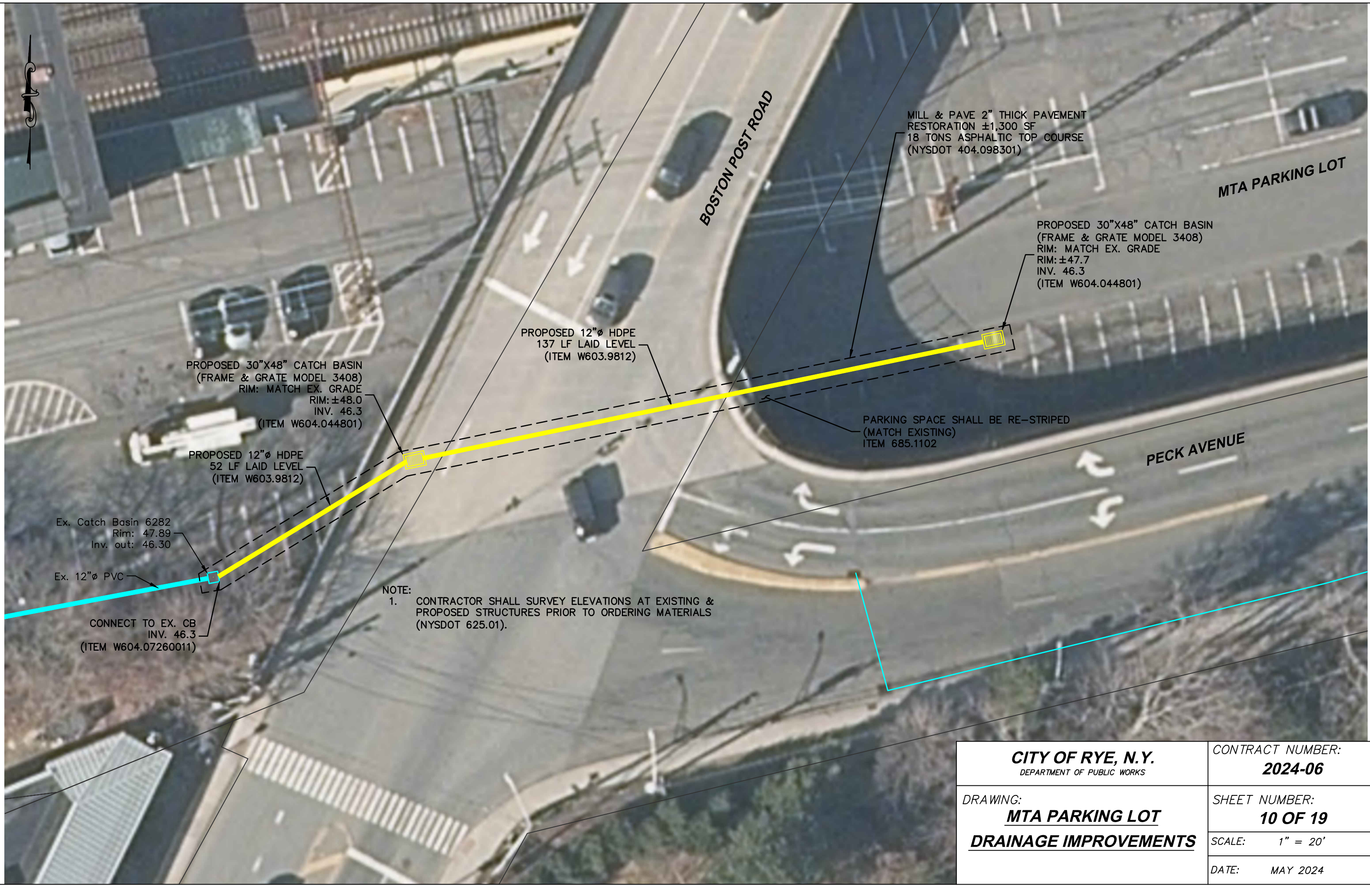
DRAWING:  
**BOSTON POST ROAD**  
**DRAINAGE IMPROVEMENTS**

SHEET NUMBER:  
**9 OF 19**

SCALE: 1" = 20'

DATE: MAY 2024





PROPOSED 30"X48" CATCH BASIN  
(FRAME & GRATE MODEL 3408)  
RIM: MATCH EX. GRADE  
RIM: ±48.0  
INV. 46.3  
(ITEM W604.044801)

PROPOSED 12"Ø HDPE  
52 LF LAID LEVEL  
(ITEM W603.9812)

Ex. Catch Basin 6282  
Rim: 47.89  
Inv. out: 46.30

Ex. 12"Ø PVC

CONNECT TO EX. CB  
INV. 46.3  
(ITEM W604.07260011)

PROPOSED 12"Ø HDPE  
137 LF LAID LEVEL  
(ITEM W603.9812)

MILL & PAVE 2" THICK PAVEMENT  
RESTORATION ±1,300 SF  
18 TONS ASPHALTIC TOP COURSE  
(NYS DOT 404.098301)

PROPOSED 30"X48" CATCH BASIN  
(FRAME & GRATE MODEL 3408)  
RIM: MATCH EX. GRADE  
RIM: ±47.7  
INV. 46.3  
(ITEM W604.044801)

PARKING SPACE SHALL BE RE-STRIPED  
(MATCH EXISTING)  
ITEM 685.1102

NOTE:  
1. CONTRACTOR SHALL SURVEY ELEVATIONS AT EXISTING &  
PROPOSED STRUCTURES PRIOR TO ORDERING MATERIALS  
(NYS DOT 625.01).

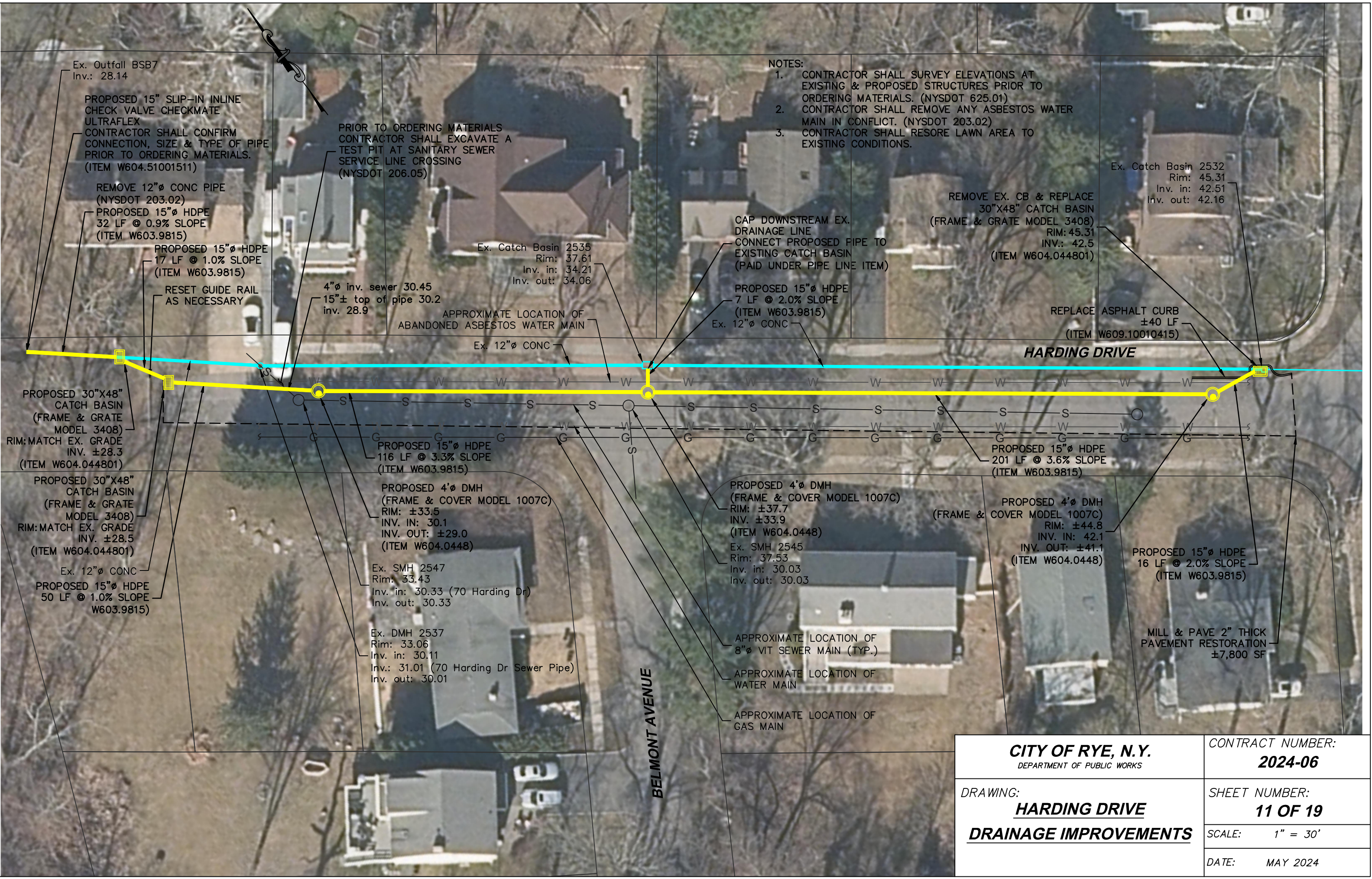
BOSTON POST ROAD

MTA PARKING LOT

PECK AVENUE

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
DRAWING: <b>MTA PARKING LOT</b> <b>DRAINAGE IMPROVEMENTS</b>	SHEET NUMBER: <b>10 OF 19</b>
	SCALE: 1" = 20'
	DATE: MAY 2024





- NOTES:
1. CONTRACTOR SHALL SURVEY ELEVATIONS AT EXISTING & PROPOSED STRUCTURES PRIOR TO ORDERING MATERIALS. (NYS DOT 625.01)
  2. CONTRACTOR SHALL REMOVE ANY ASBESTOS WATER MAIN IN CONFLICT. (NYS DOT 203.02)
  3. CONTRACTOR SHALL RESORE LAWN AREA TO EXISTING CONDITIONS.

**CITY OF RYE, N.Y.**  
DEPARTMENT OF PUBLIC WORKS

CONTRACT NUMBER:  
**2024-06**

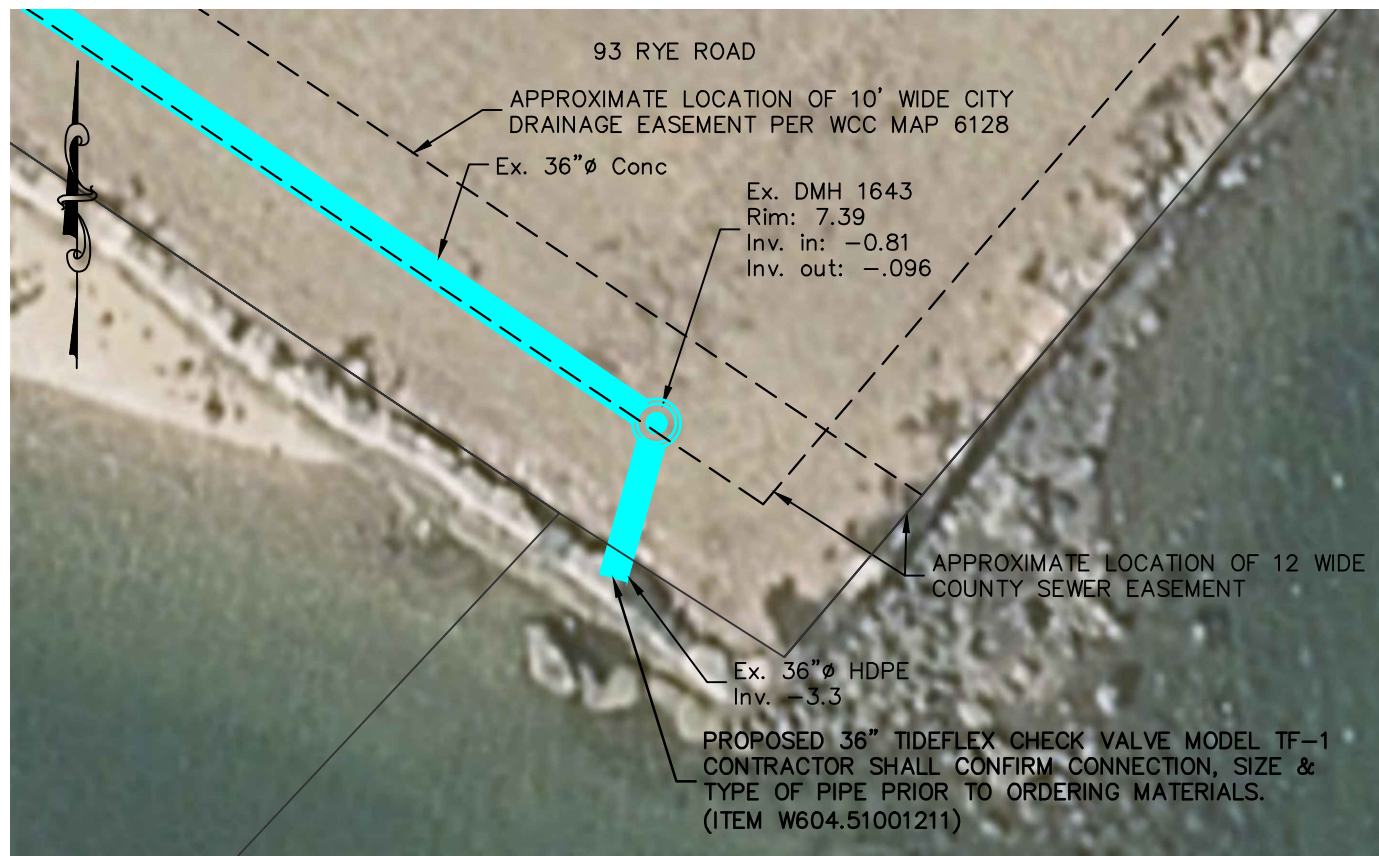
DRAWING:  
**HARDING DRIVE**  
**DRAINAGE IMPROVEMENTS**

SHEET NUMBER:  
**11 OF 19**

SCALE: 1" = 30'

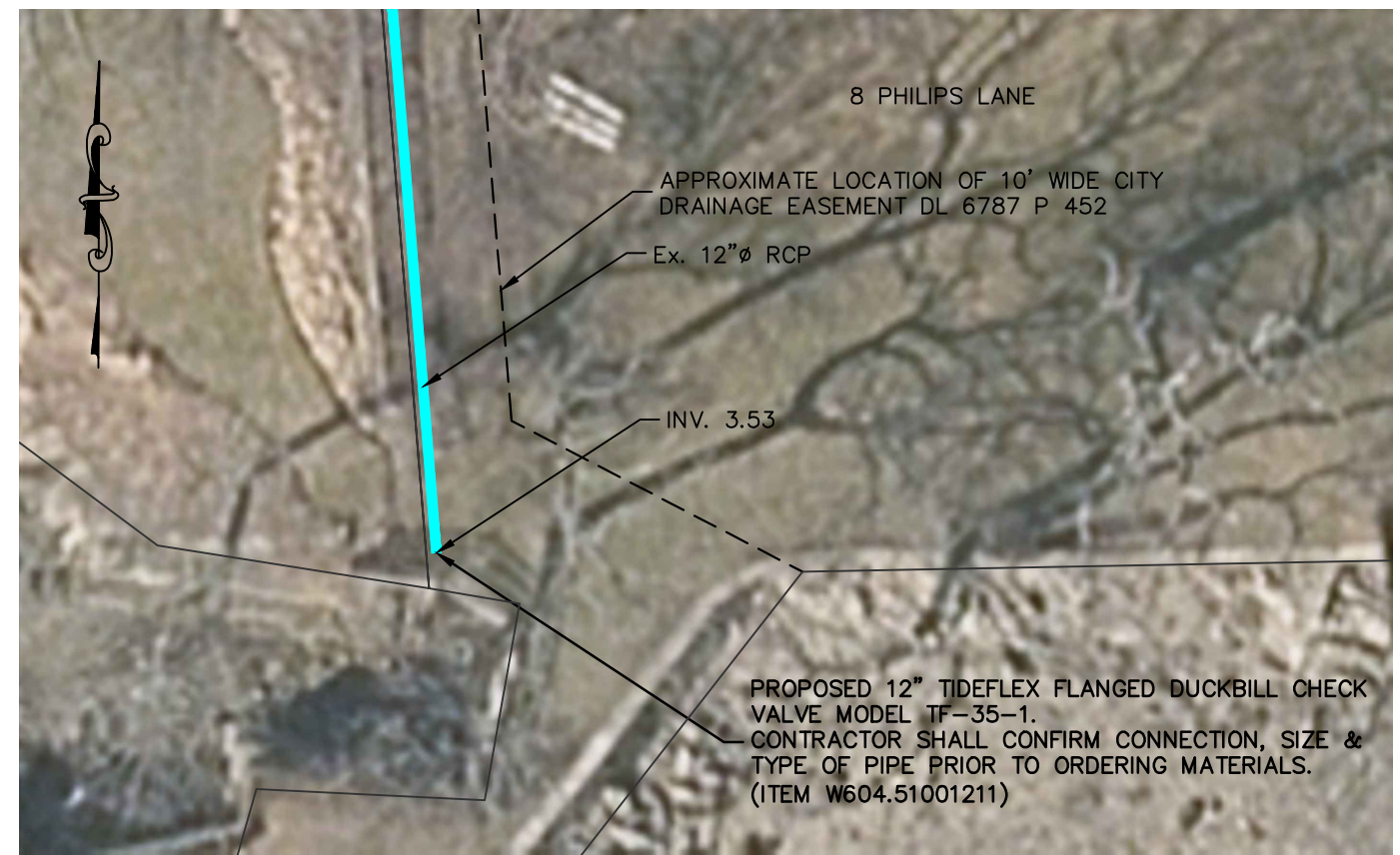
DATE: MAY 2024





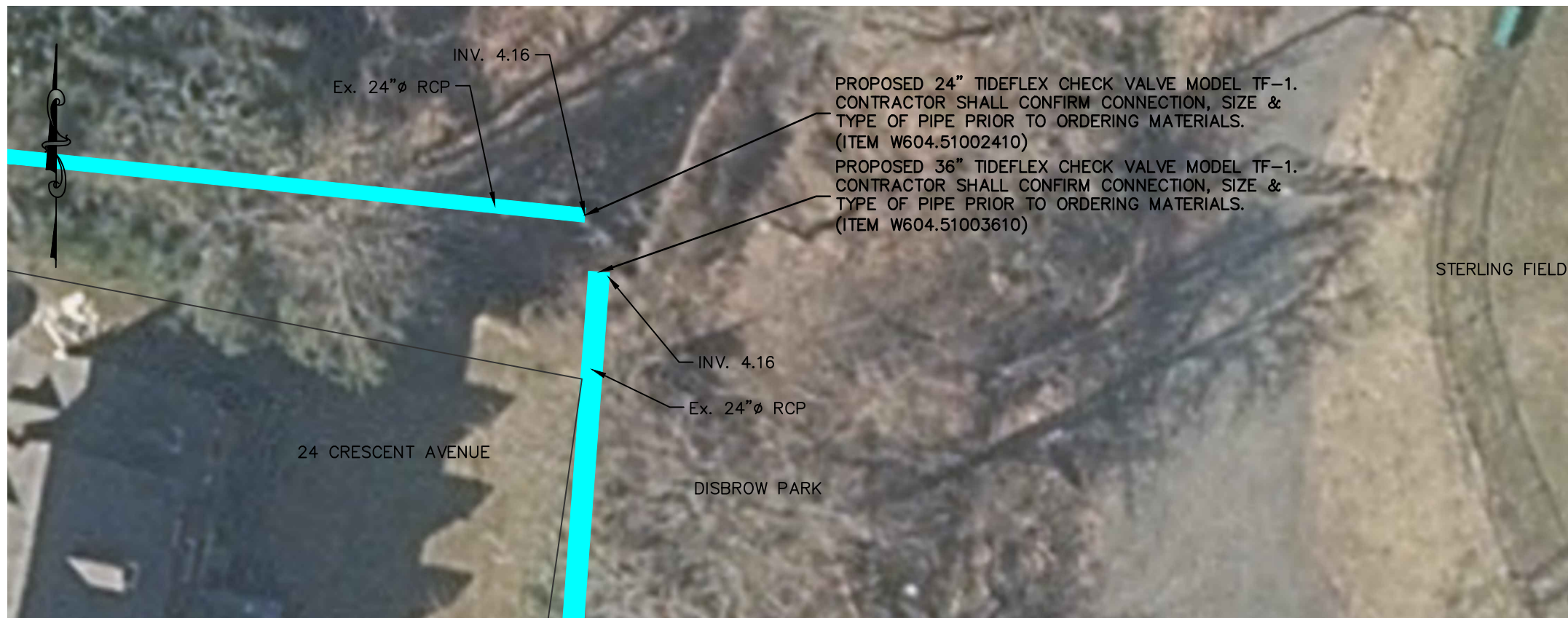
93 RYE ROAD

SCALE 1"=20'



8 PHILIPS LANE

SCALE 1"=20'



DISBROW PARK

SCALE 1"=20'

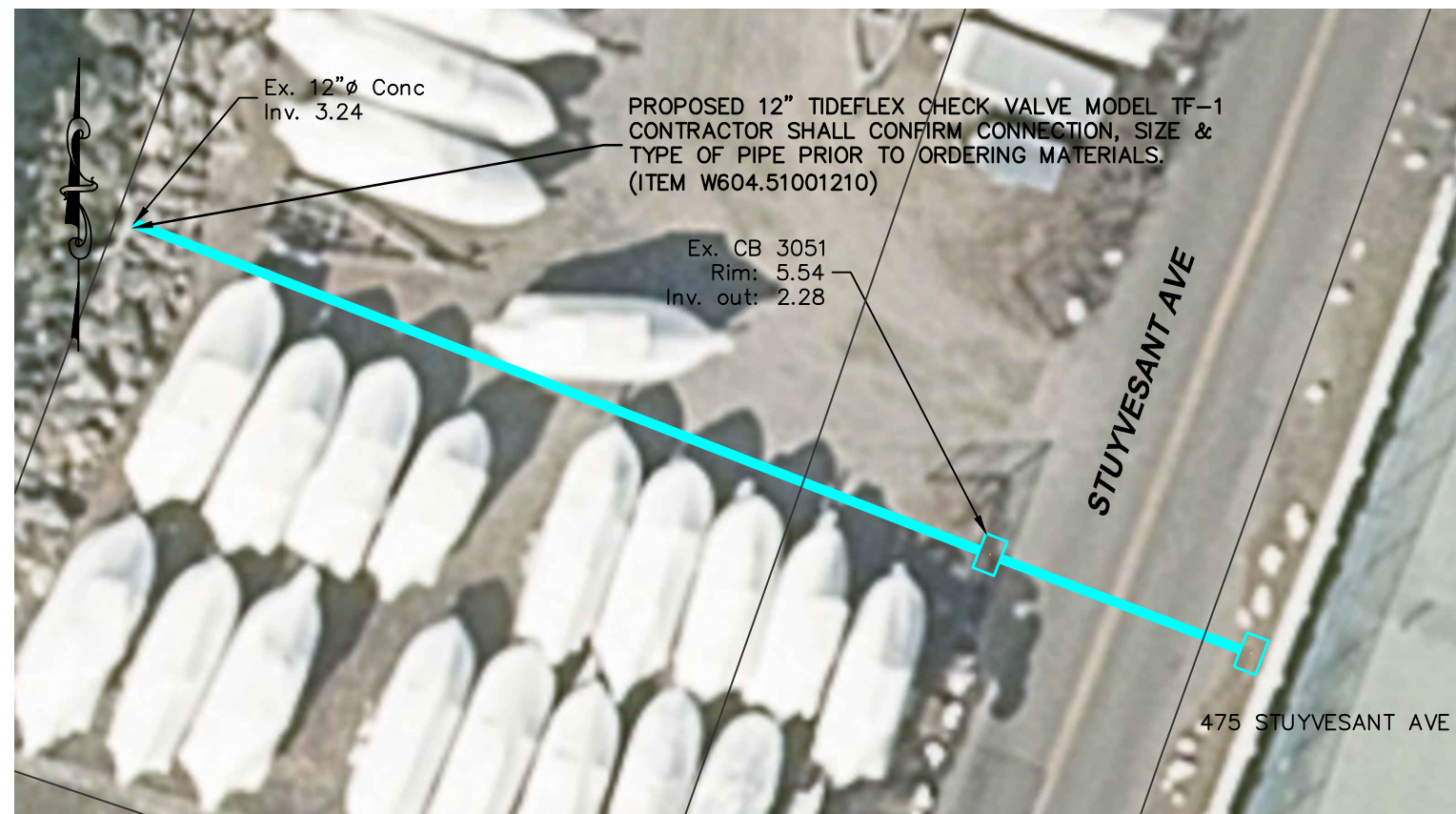
<p><b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS</p>	<p>CONTRACT NUMBER: <b>2024-06</b></p>
	<p>SHEET NUMBER: <b>12 OF 19</b></p>
<p>DRAWING: <b><u>DRAINAGE OUTFALL</u></b> <b><u>IMPROVEMENTS</u></b> <b><u>SHEET 1</u></b></p>	<p>SCALE: 1" = 20'</p>
	<p>DATE: MAY 2024</p>





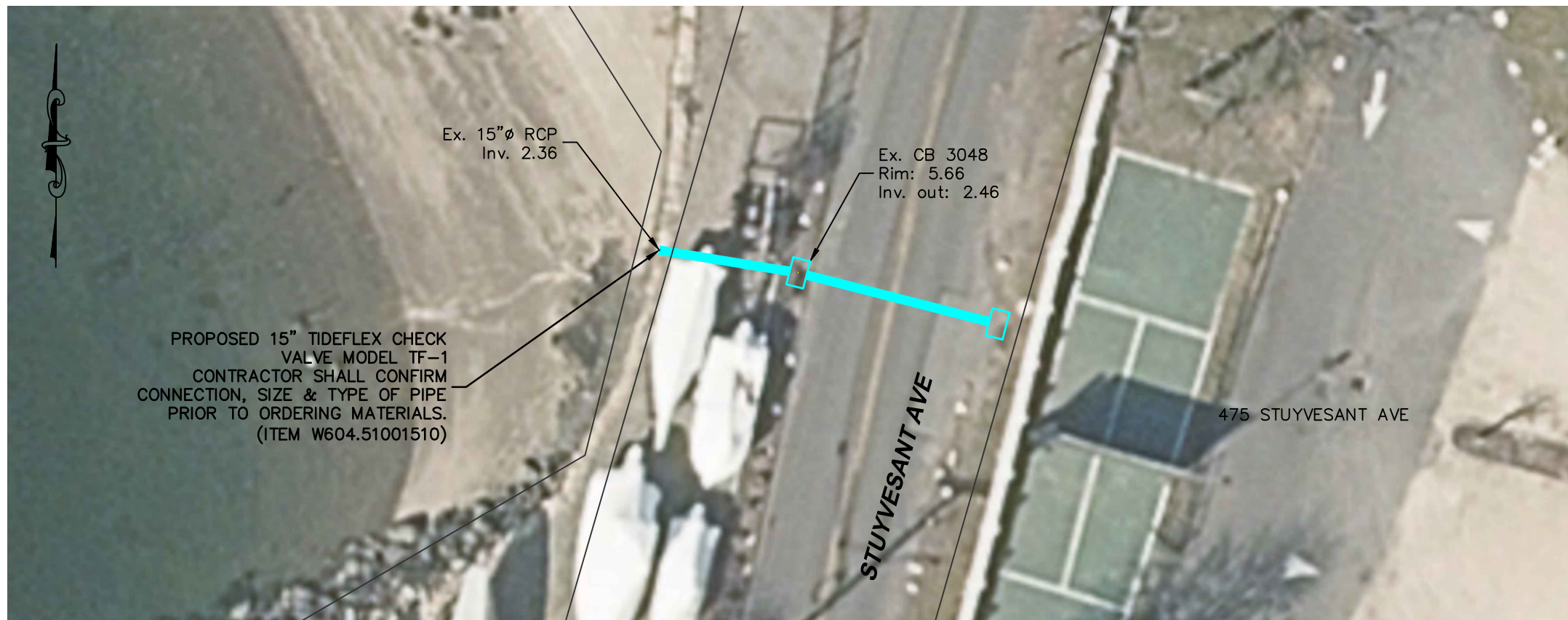
STUYVESANT AVENUE

SCALE 1"=20'



STUYVESANT AVENUE

SCALE 1"=20'

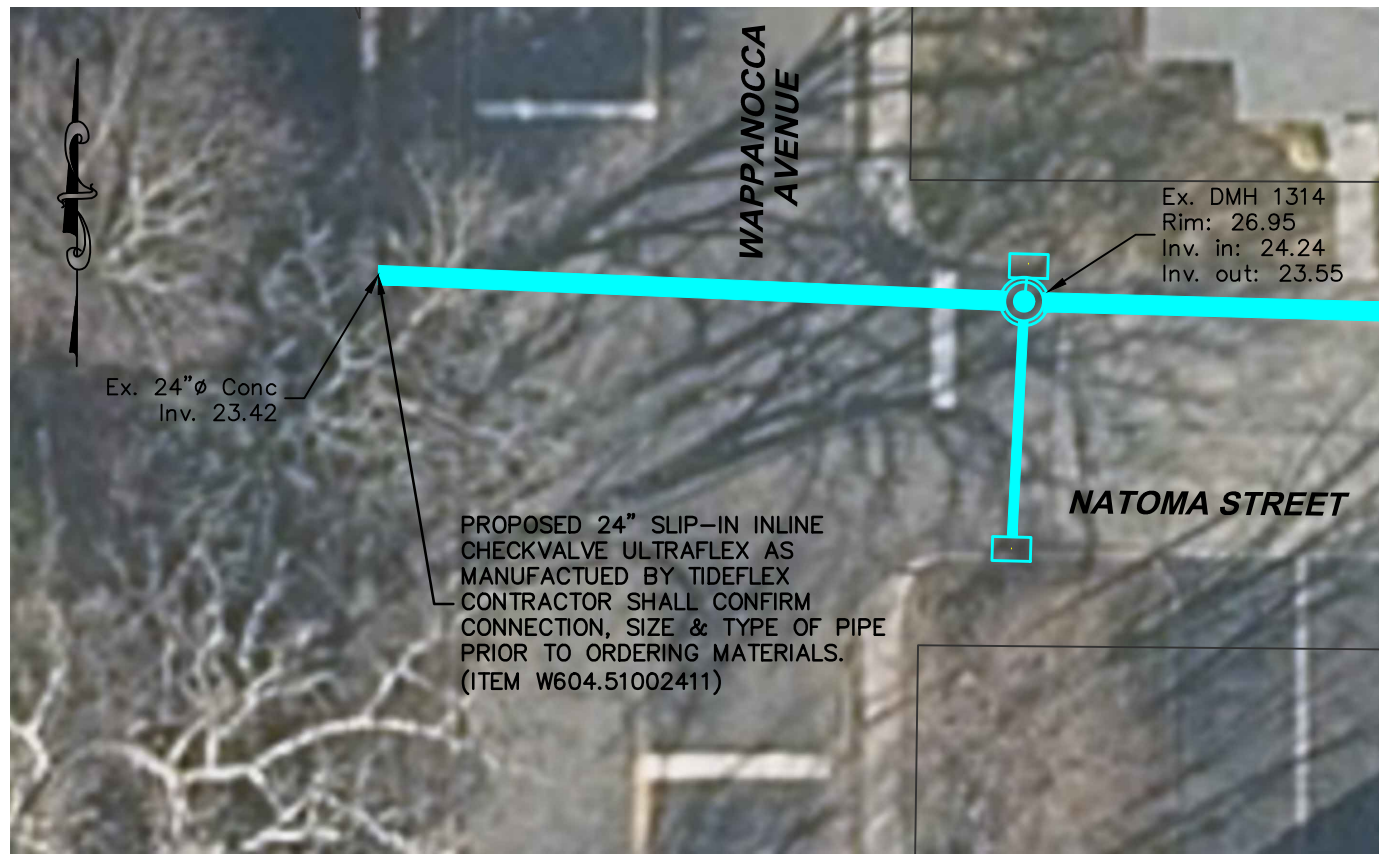


STUYVESANT AVENUE

SCALE 1"=20'

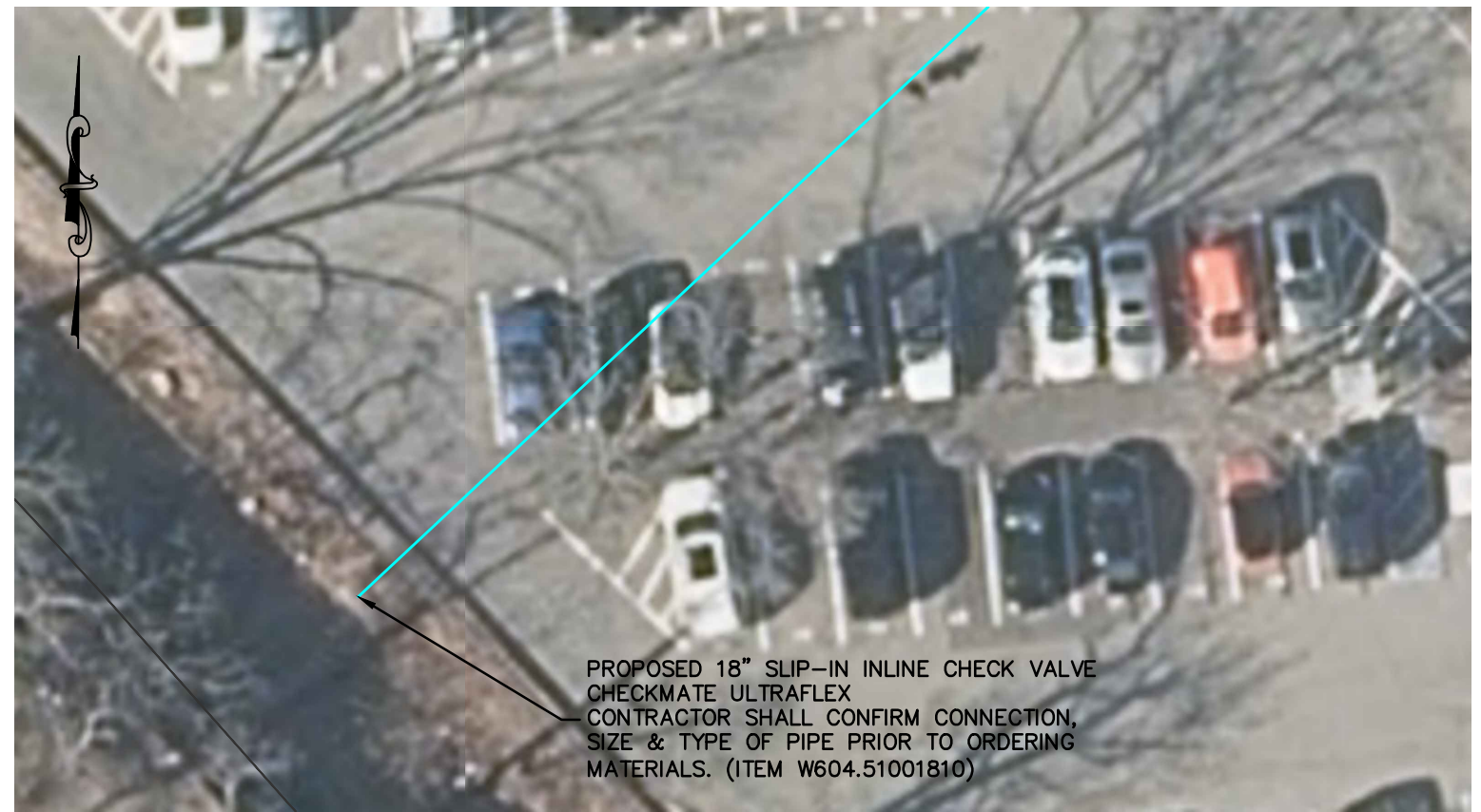
<p><b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS</p>	<p>CONTRACT NUMBER: <b>2024-06</b></p>
	<p>SHEET NUMBER: <b>13 OF 19</b></p>
<p>DRAWING: <b><u>DRAINAGE OUTFALL</u></b> <b><u>IMPROVEMENTS</u></b> <b><u>SHEET 2</u></b></p>	<p>SCALE: 1" = 20'</p>
	<p>DATE: MAY 2024</p>





WAPPANOCCA AVENUE

SCALE 1"=20'

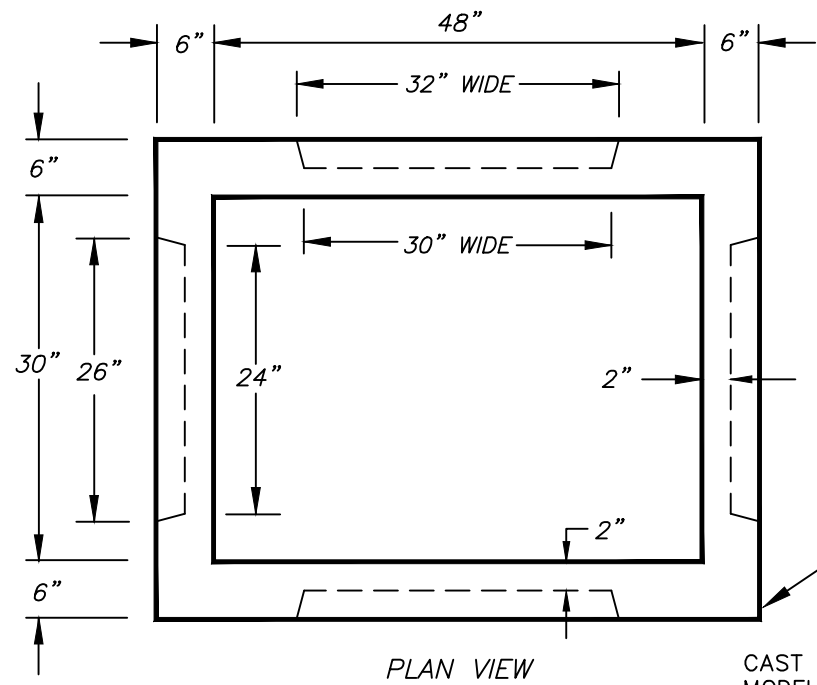


CAR PARK 1

SCALE 1"=20'

<p><b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS</p>	<p>CONTRACT NUMBER: <b>2024-06</b></p>
<p>DRAWING: <b><u>DRAINAGE OUTFALL</u></b> <b><u>IMPROVEMENTS</u></b> <b><u>SHEET 3</u></b></p>	<p>SHEET NUMBER: <b>14 OF 19</b></p> <p>SCALE: 1" = 20'</p> <p>DATE: MAY 2024</p>



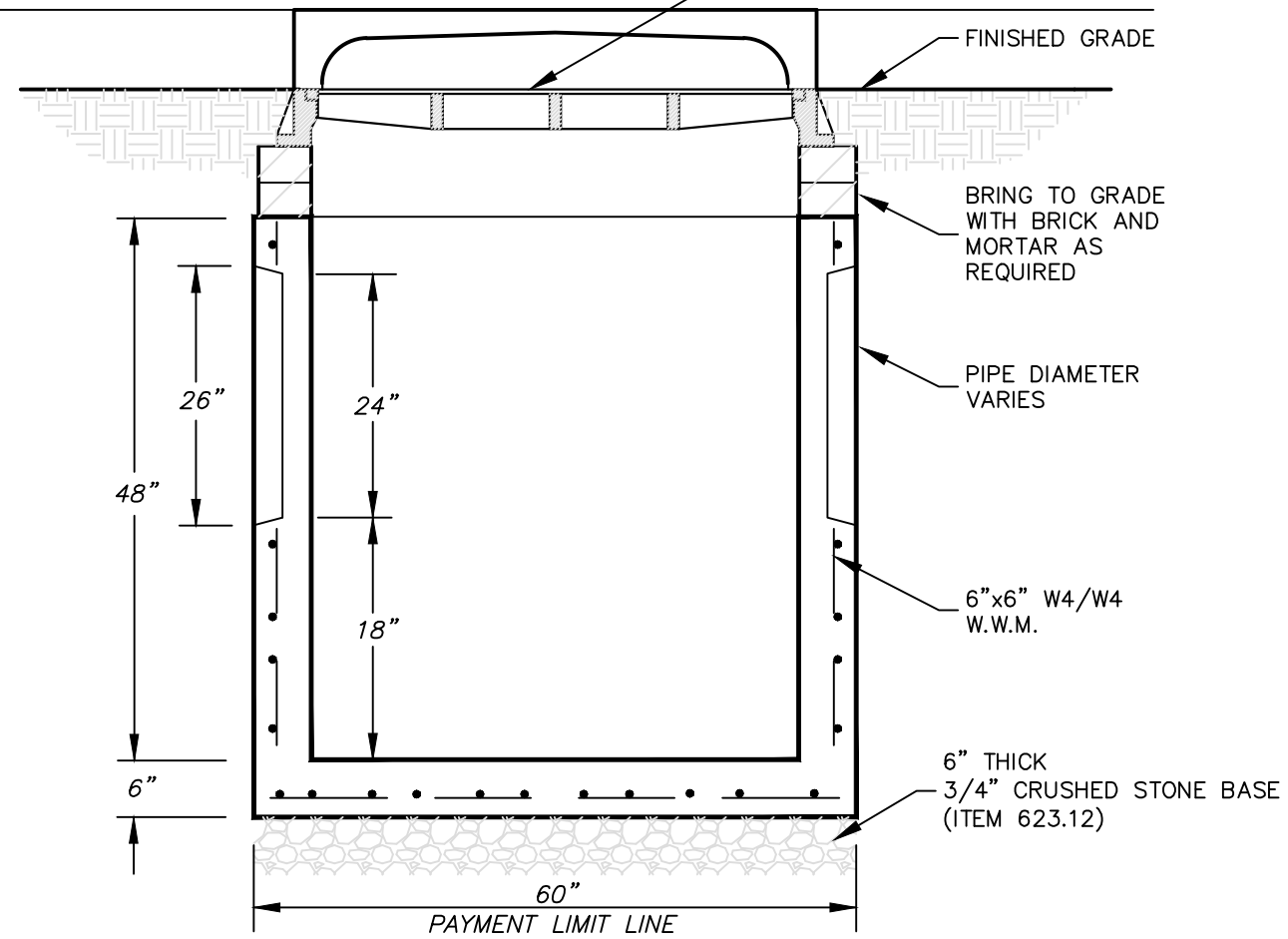


- NOTES:**
1. THE CONTRACTOR SHALL SUBMIT SHOP DWGS. FOR EACH STRUCTURE FOR THE ENGINEERS APPROVAL PRIOR TO FABRICATION. CONCRETE: 4,000 PSI @ 28 DAYS, REINFORCING: AS PER ASTM A-185 6"x6" W4/W4 W.W.M.
  2. STRUCTURE SHALL BE CERTIFIED AS CONFORMING TO ASTM-C913 LATEST REVISION.
  3. CATCH BASIN AND FRAME AND GRATE SHALL MEET REQUIREMENTS FOR H2O LOADING
  4. STEPS SHALL BE STEEL-REINFORCED POLYPROPYLENE PLASTIC STEPS, INSTALLED 12" O.C. STEPS NOT REQUIRED FOR STRUCTURES LESS THAN 4' DEEP.
  5. CATCH BASIN STRUCTURE, FRAME AND GRATE, BRICKWORK AND GROUTING SHALL BE INCLUDED UNDER ITEM W604.02.

30"x48" CATCH BASIN KNOCKOUT AS MANUFACTURED BY PRECAST CONCRETE SALES CO. OR APPROVED EQUAL

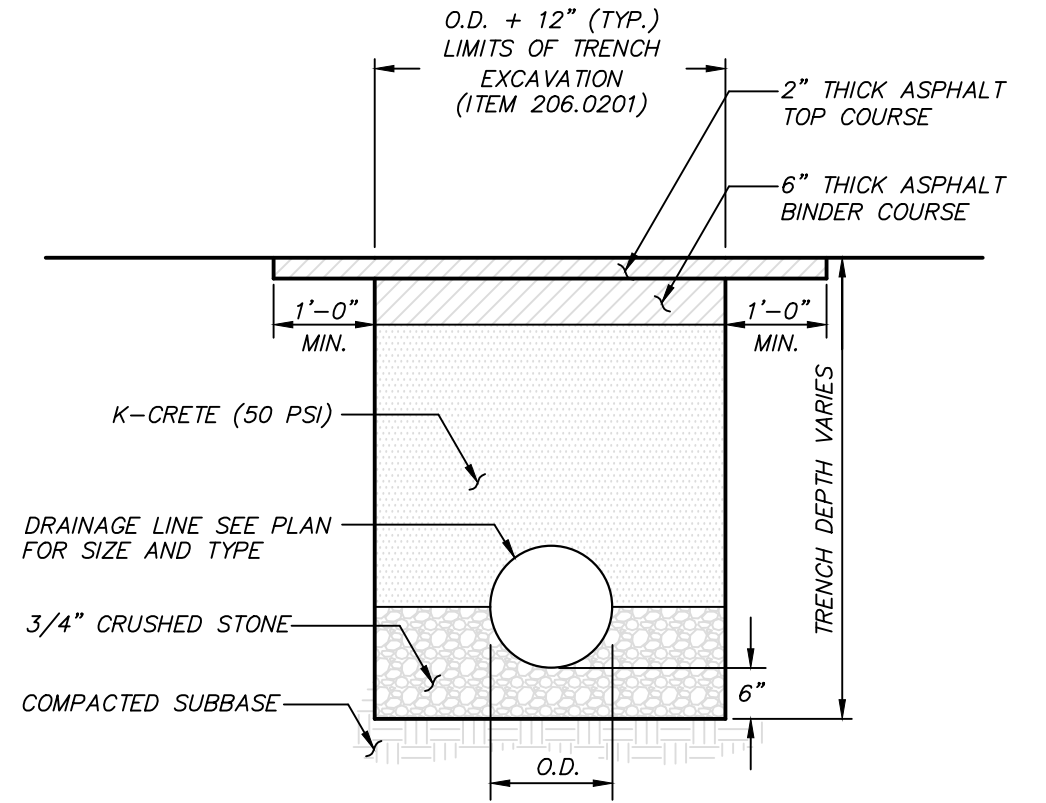
PLAN VIEW

CAST IRON FRAME AND GRATE MODEL #2617 WITH CURB PIECE MODEL #3408 FLAT TOP AS MANUFACTURED BY CAMPBELL FOUNDRY, OR APPROVED EQUAL.



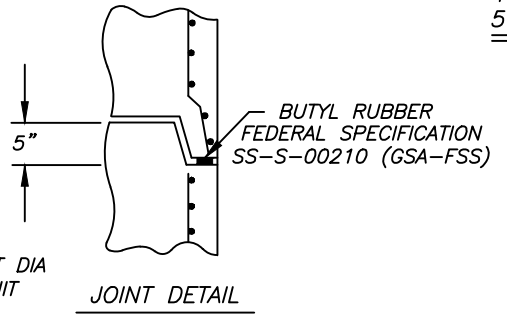
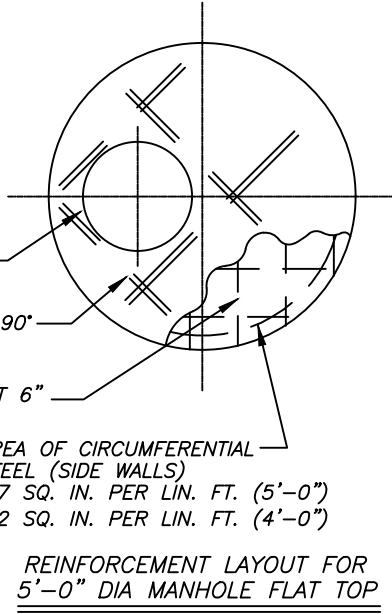
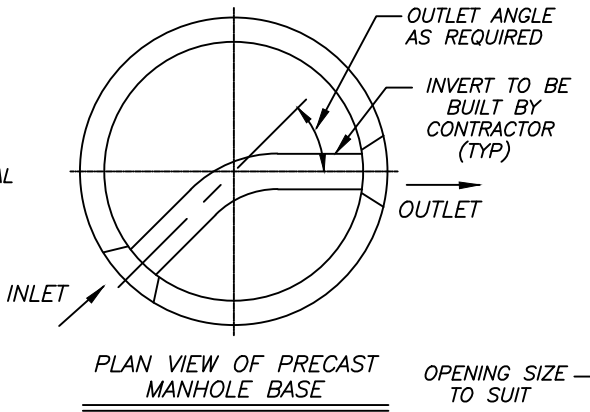
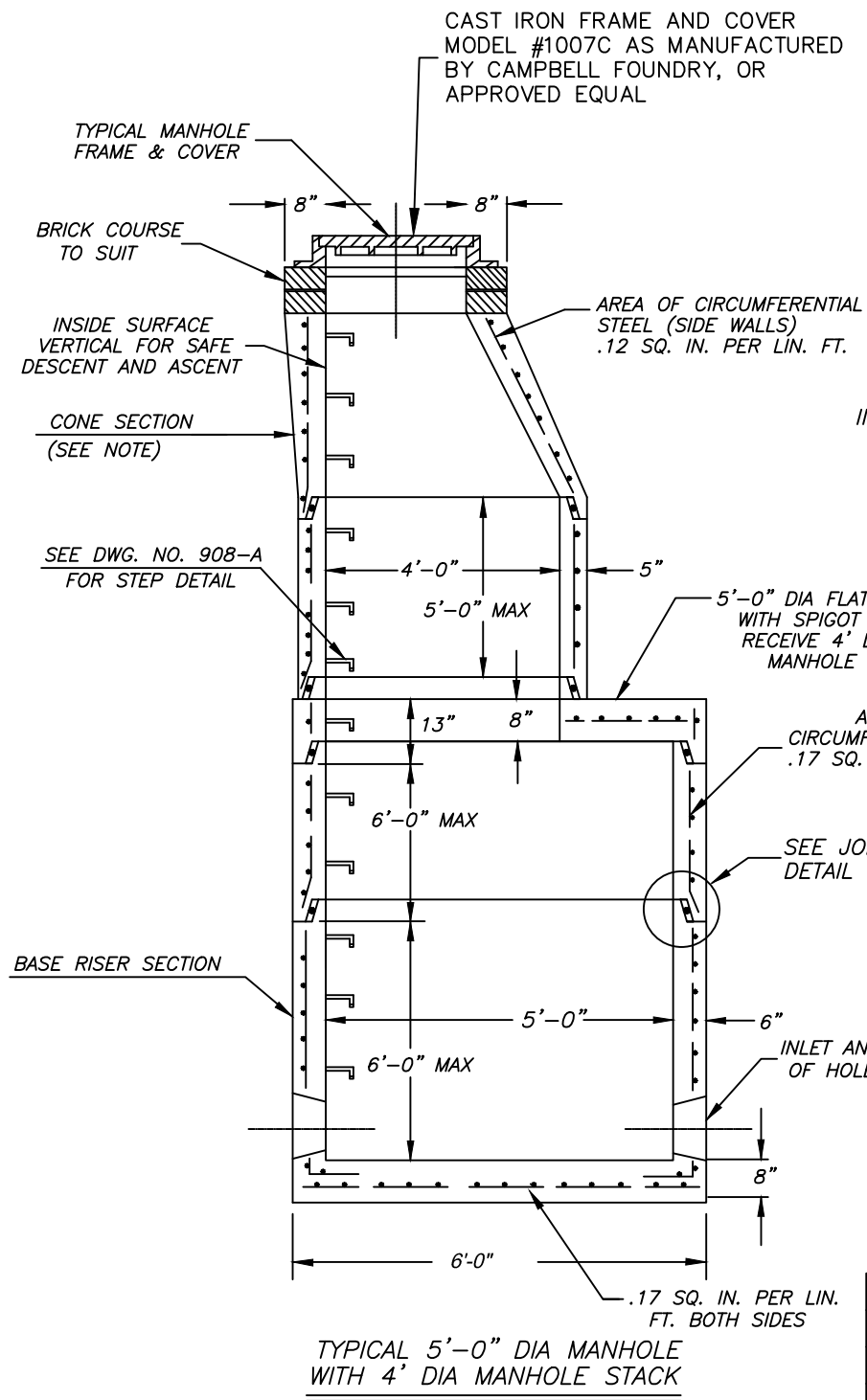
SECTION

① CATCH BASIN WITH FRAME & GRATE  
(PAY ITEM W604.02) (N.T.S.)



② DRAINAGE LINE TRENCH DETAIL  
(PAY ITEM W603.98XX) (N.T.S.)

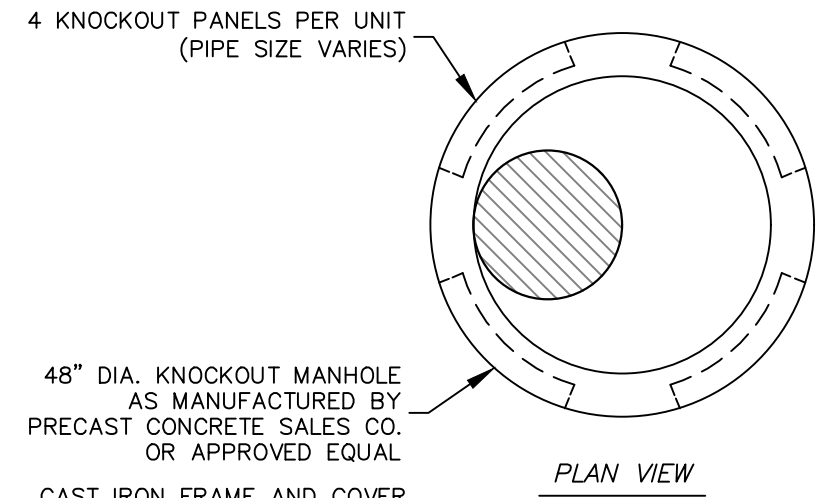
<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>15 OF 19</b>
DRAWING: <b>DETAILS</b> <b>(1 OF 5)</b>	SCALE: AS SHOWN
	DATE: MAY 2024



NOTE:

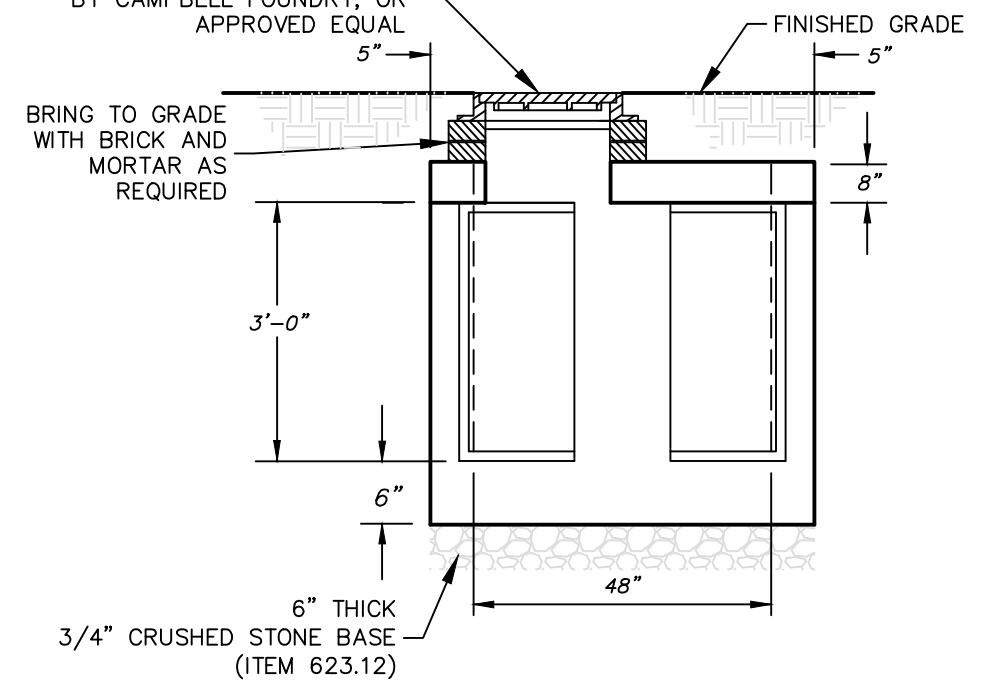
CONE DIMENSIONS	
DIA OPENING	HEIGHT
24"	36"
30"	36"

③ 5'Ø DRAINAGE MANHOLE WITH FRAME & COVER DETAIL (N.T.S.)  
(PAY ITEM W604.04)



48" DIA. KNOCKOUT MANHOLE  
AS MANUFACTURED BY  
PRECAST CONCRETE SALES CO.  
OR APPROVED EQUAL

CAST IRON FRAME AND COVER  
MODEL #1007C AS MANUFACTURED  
BY CAMPBELL FOUNDRY, OR  
APPROVED EQUAL

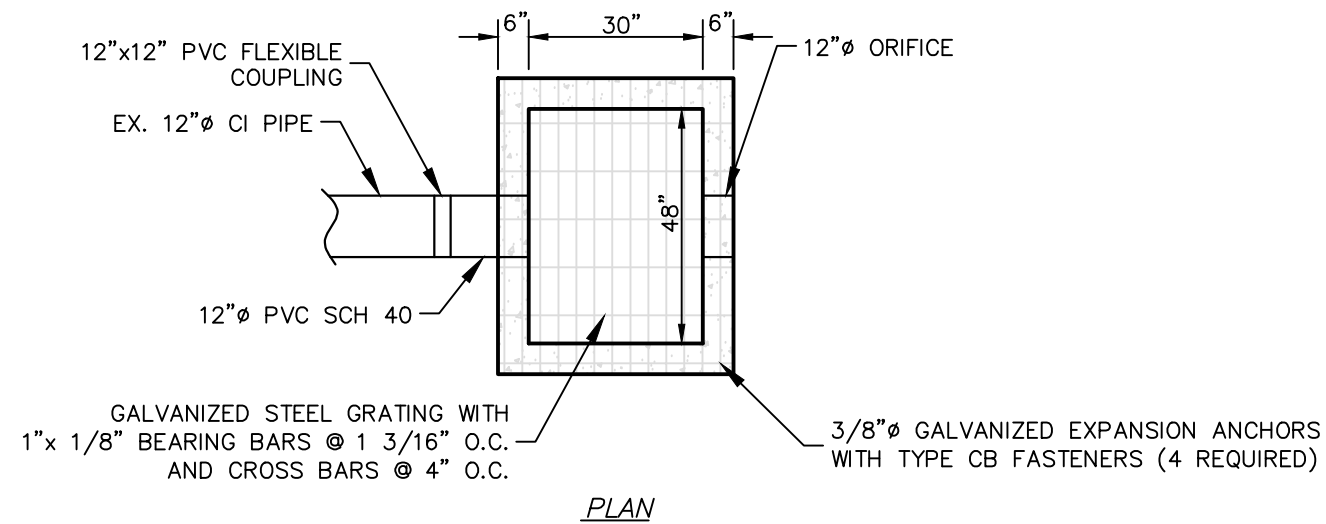


NOTES:

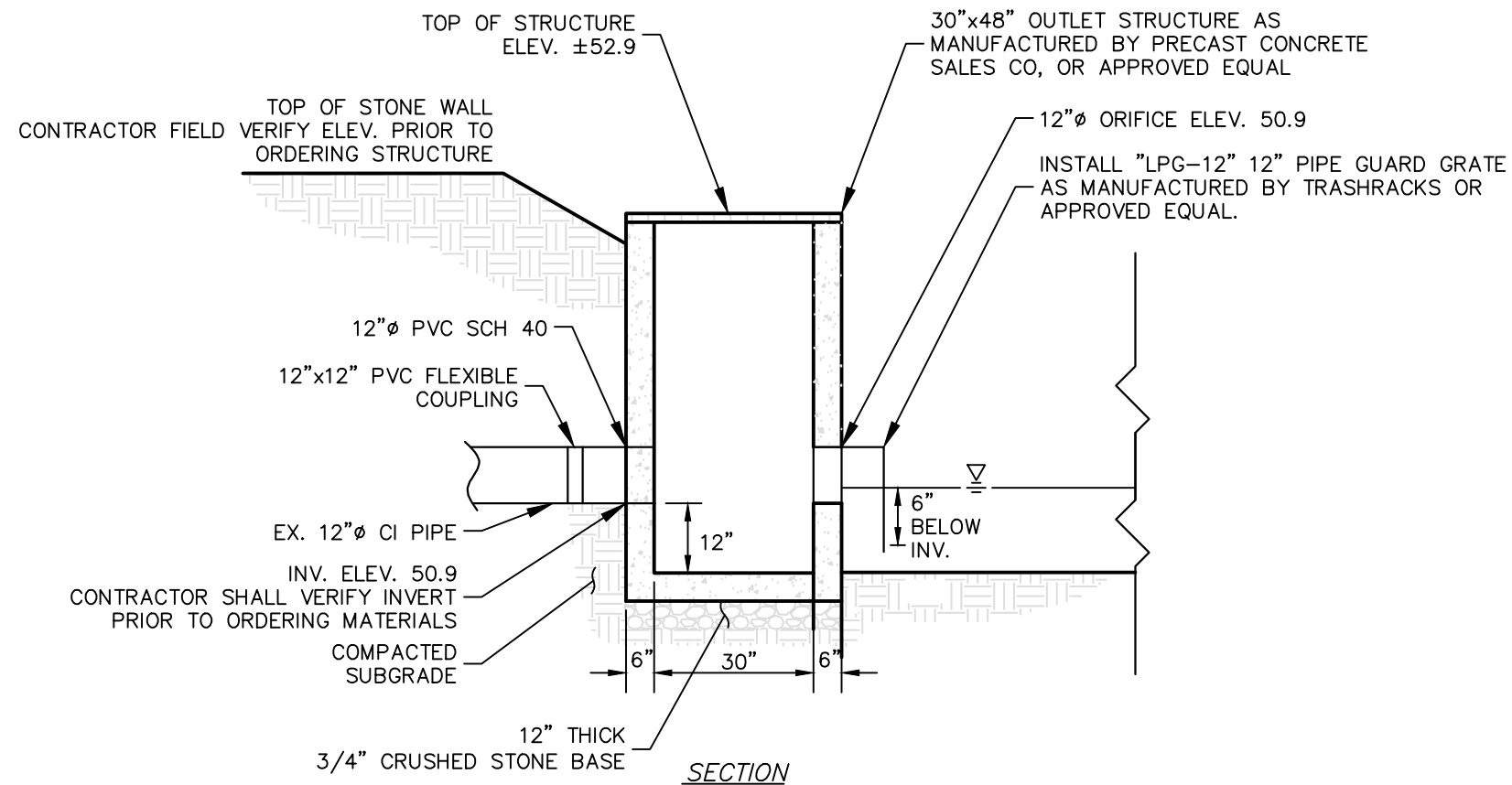
1. THE CONTRACTOR SHALL SUBMIT SHOP DWGS. FOR EACH STRUCTURE FOR THE ENGINEERS APPROVAL PRIOR TO FABRICATION. CONCRETE: 4,000 PSI @ 28 DAYS.
2. STRUCTURE SHALL BE CERTIFIED AS CONFORMING TO ASTM-C478 LATEST REVISION.
3. STEPS SHALL BE STEEL-REINFORCED POLYPROPYLENE PLASTIC STEPS, INSTALLED 12" O.C. STEPS NOT REQUIRED FOR STRUCTURES LESS THAN 4' DEEP.

④ DRAINAGE MANHOLE WITH FRAME & COVER DETAIL (N.T.S.)  
(PAY ITEM W604.04)

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>16 OF 19</b>
DRAWING: <b>DETAILS</b> <b>(2 OF 5)</b>	SCALE: AS SHOWN
	DATE: MAY 2024



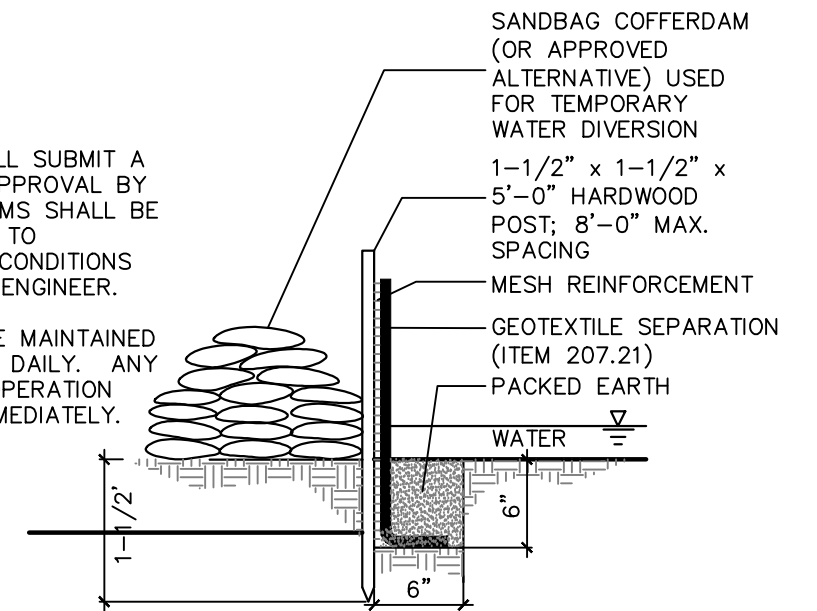
PLAN



SECTION

NOTES:

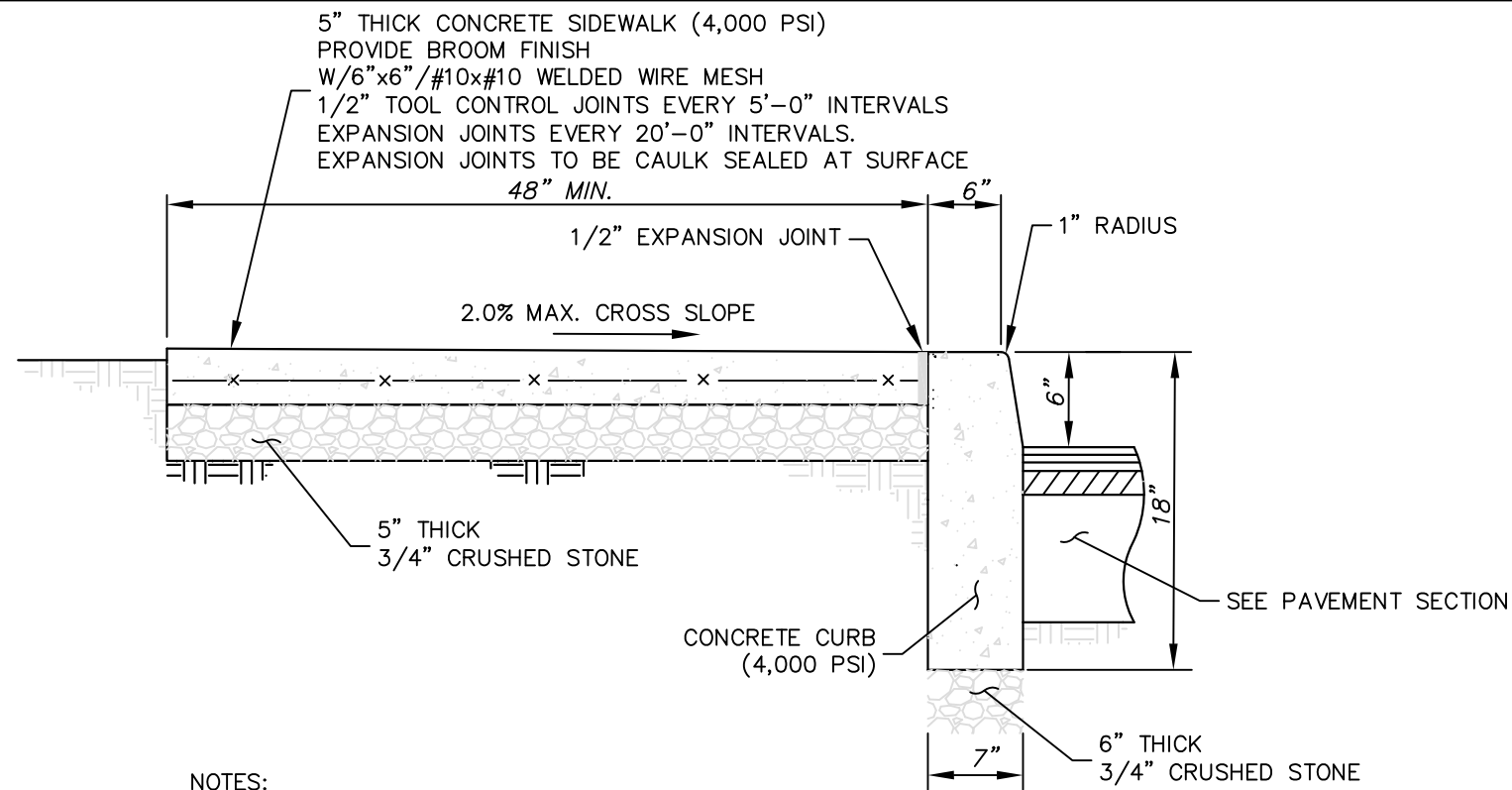
1. THE CONTRACTOR SHALL SUBMIT A PROPOSED DESIGN FOR APPROVAL BY THE ENGINEER. COFFERDAMS SHALL BE DESIGNED AND ADJUSTED TO ACCOMMODATE CHANNEL CONDITIONS OR AS ORDERED BY THE ENGINEER.
2. COFFERDAMS SHALL BE MAINTAINED AND VISUALLY INSPECTED DAILY. ANY DAMAGE OR INCORRECT OPERATION SHALL BE ADDRESSED IMMEDIATELY.



**6** TEMPORARY COFFERDAM  
(PAY ITEM 553.02001) (N.T.S.)

**5** MEAD POND OUTLET CONTROL STRUCTURE  
(PAY ITEM W604.12) (N.T.S.)

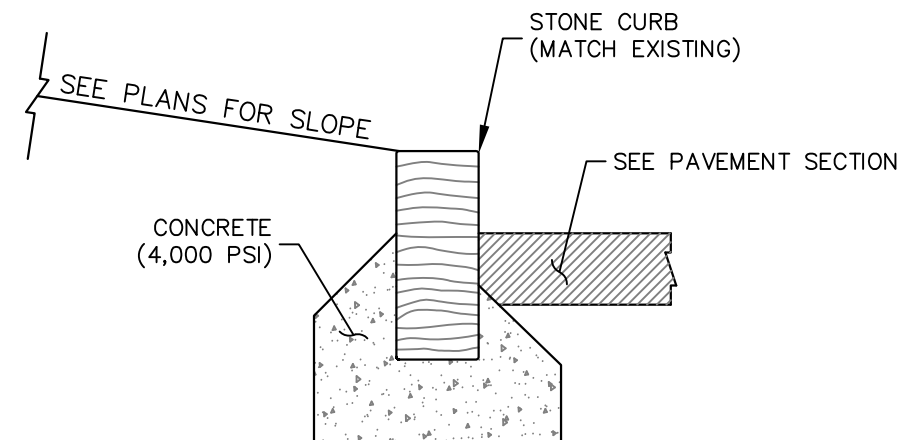
<p><b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS</p>	<p>CONTRACT NUMBER: <b>2024-06</b></p>
	<p>SHEET NUMBER: <b>17 OF 19</b></p>
<p>DRAWING: <b><u>DETAILS</u></b> <b>(3 OF 5)</b></p>	<p>SCALE: AS SHOWN</p>
	<p>DATE: MAY 2024</p>



**NOTES:**

1. THE CONTRACTOR MUST HAVE THE CITY INSPECT PRIOR TO POURING CONCRETE.
2. THE CONCRETE CURB SHALL BE POURED 24 HOURS IN ADVANCE OF INSTALLING THE SIDEWALK. NO MONOLITHIC POURS ALLOWED.

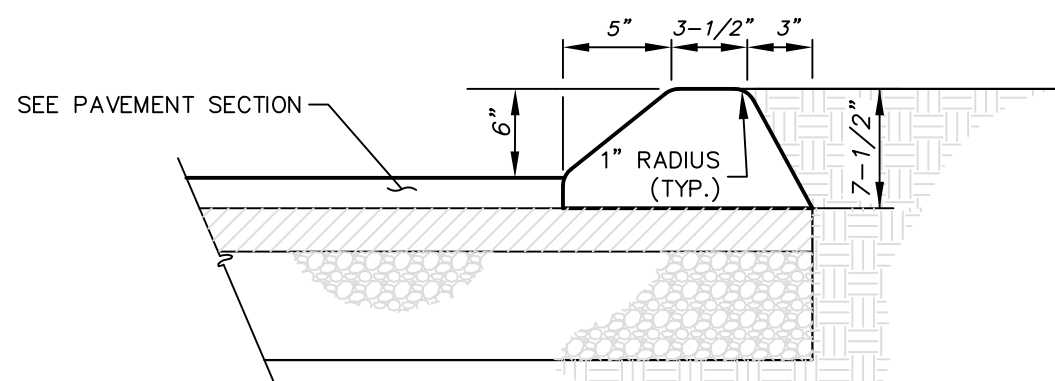
**7 CONCRETE SIDEWALK AND CURB DETAIL**  
(PAY ITEM 608.0101, 609.04) (N.T.S.)



**NOTES:**

1. JOINTS NO WIDER THAN 3/4" SHALL NOT BE MORTARED.
2. ALL OTHER JOINTS SHALL BE MORTARED. JOINTS SHALL BE FULLY FILLED WITH 1:2 CEMENT MORTAR, NEATLY POINTED AND CLEANED OF EXCESS MORTAR.

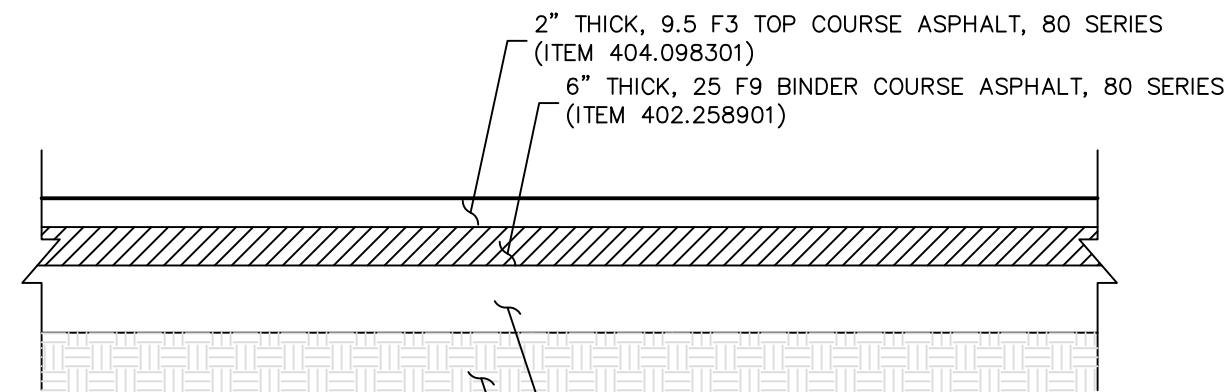
**9 STONE CURB DETAIL**  
(PAY ITEM 609.15) (N.T.S.)



**NOTE:**

1. APPLY TACK COAT TO EXISTING BITUMINOUS SURFACES.

**8 ASPHALT CURB DETAIL**  
(PAY ITEM W609.10010415) (N.T.S.)

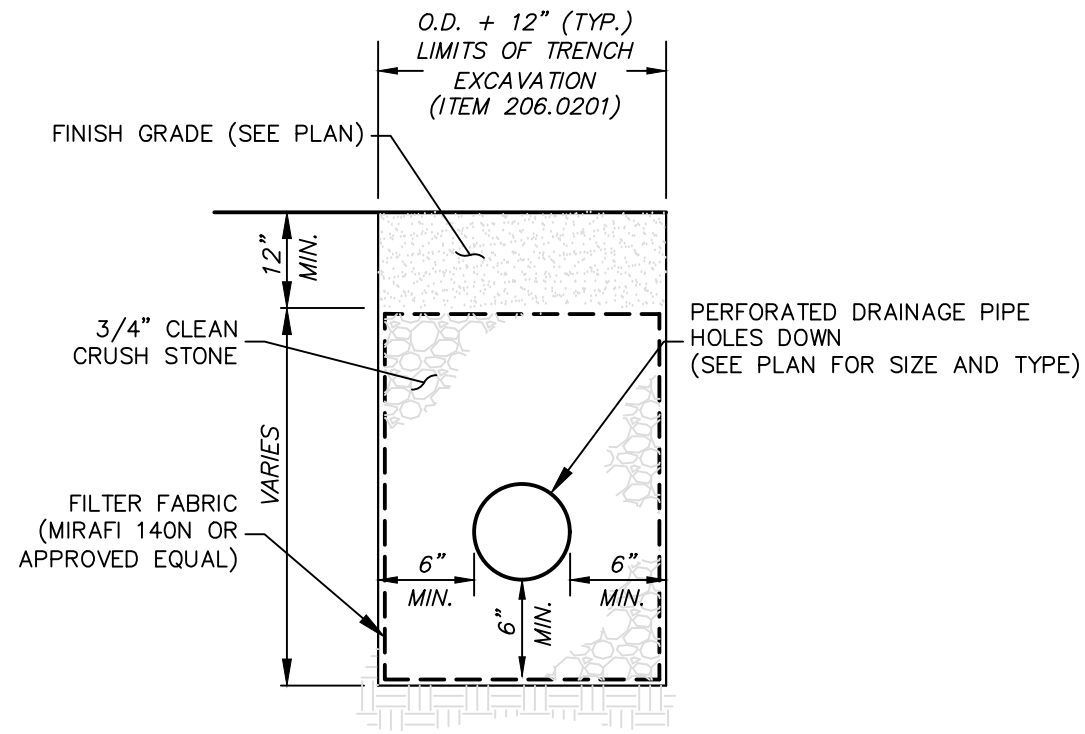


**NOTE:**

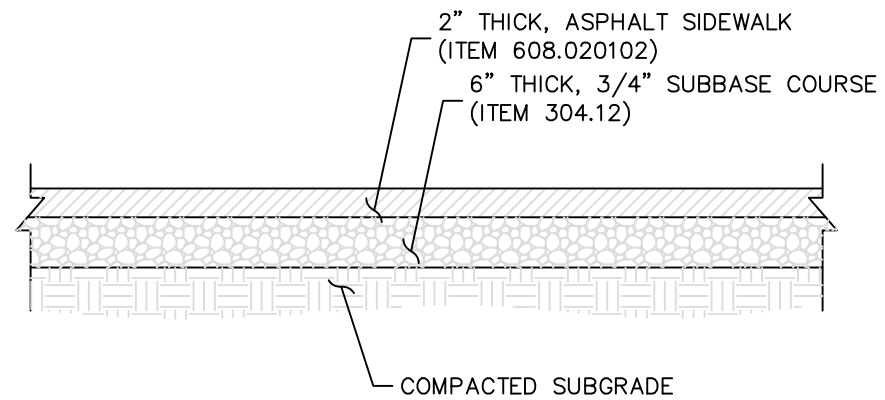
1. APPLY TACK COAT TO EXISTING BITUMINOUS SURFACES.

**10 PAVEMENT SECTION**  
(PAY ITEM 609.15) (N.T.S.)

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>18 OF 19</b>
DRAWING: <b>DETAILS</b> <b>(4 OF 5)</b>	SCALE: AS SHOWN
	DATE: MAY 2024



**11** PERFORATED PIPE DRAINAGE TRENCH  
(PAY ITEM W605.98101218) (N.T.S.)



**12** ASPHALT SIDEWALK DETAIL  
(PAY ITEM 304.12, AND 608.020102) (N.T.S.)

<b>CITY OF RYE, N.Y.</b> DEPARTMENT OF PUBLIC WORKS	CONTRACT NUMBER: <b>2024-06</b>
	SHEET NUMBER: <b>19 OF 19</b>
DRAWING: <b><u>DETAILS</u></b> <b><u>(5 OF 5)</u></b>	SCALE: AS SHOWN
	DATE: MAY 2024

**RESOLUTION REJECTING BID OF VAD CONSTRUCTION CORPORATION FOR  
DRAINAGE IMPROVEMENT PROJECT (CONTRACT 2024-06)**

WHEREAS, the City of Rye solicited proposals from responsible bidders for Contract No. 2024-06, and

WHEREAS, the City received a bid from Vad Construction Corporation (“VCC”) with a base bid amount of Nine Hundred Twenty-Six Thousand Three Hundred Sixty Nine dollars and Fifty cents (\$926,369.50) and a total alternate bid in the amount of Fourteen Thousand Five Hundred and Fifty dollars (\$14,550.00) for a total amount of Nine Hundred Forty Thousand Nine Hundred Nineteen dollars and Fifty Cents (\$940,919.50); and

WHEREAS, upon receipt of VCC’s proposal, the City of Rye diligently reviewed the criteria outlined in the bid specifications for Contract NO. 2024-06, VCC’s responses, and whether such responses were responsive; and

WHEREAS, the City also spoke with two out of three of VCC’s references about responsiveness, workmanship and ability to timely complete the work described;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby rejects VCC’s bid as failing to be the lowest responsible bidder under General Municipal Law § 103 for the following reasons:

1. Repeated failure to be responsive to additional inquiries from City regarding bid;
2. Failure to complete the bid price base bond in written words;
3. Failure to accurately calculate alternate 1 base bid amount in numbers;
4. Concerns over VCC’s facilities, resources and ability to complete project;
5. Results of background check of principles associated with VCC.

Roll Call



# CITY COUNCIL AGENDA

DEPT.: Police

CONTACT: Mike Kopy, Public Safety Commissioner

**AGENDA ITEM:** Consideration of the proposed addition to the Rules and Regulations of the City of Rye Police Department.

- Policy # 900 – Temporary Custody of Adults

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** Consideration of the listed policy.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The proposed policy has been reviewed by the Commissioner and the Rye Police Association for review pursuant to the provisions of the collective bargaining agreement.

See the attached memo and policy.

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



**CITY OF RYE**

Tel: (914) 967-1234  
Fax: (914) 967-8867  
E-mail: [mkopy@ryeny.gov](mailto:mkopy@ryeny.gov)  
<http://www.ryeny.gov>

# Department of Public Safety

Memorandum

To: Greg Usry, City Manager  
From: Michael A. Kopy, Public Safety Commissioner  
Date: 6/7/2024  
Re: Police Department – Lexipol Policy

Reference the captioned subject, the attached policy changes are forwarded for review. As you know, the city contracted with Lexipol prior to my arrival to develop policies for the police department based on nationwide standards and best practices, while also incorporating state and federal laws. I have reviewed the policies submitted by Lexipol with a committee at the police department (including the PBA) and made the appropriate changes where necessary.

I believe that the adoption of these policies are in the best interest of public safety in the City of Rye and I recommend that they be forwarded to the City Council for action. Below is a brief overview of the changes from both the current City Police Department policy, as well as what was submitted by Lexipol, for each section.

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

## **Policy 900 – Temporary Custody of Adults**

The purpose provides guidelines to address the health and safety of adults taken into temporary custody by members of the Rye Police Department for processing prior to being released or transferred to a housing or other type of facility.





# Temporary Custody of Adults

## 900.1 PURPOSE AND SCOPE

This policy provides guidelines to address the health and safety of adults taken into temporary custody by members of the Rye Police Department for processing prior to being released or transferred to a housing or other type of facility.

Temporary custody of juveniles is addressed in the Juveniles Operations Policy. Juveniles will not be permitted where adults in custody are being held.

Custodial searches are addressed in the Searching/Handcuffing/Transportation Policy.

### 900.1.1 DEFINITIONS

Definitions related to this policy include:

**Chief administrative officer** - Commissioner of police, Commissioner of Public Safety, or other officer in charge of a city jail, lockup, or precinct station detention facility.

**Commission and Commissioner of Correction** - The New York State Commission of Correction and its commissioner.

**Cell** - Any locked enclosure for the custody of an adult or any other enclosure that prevents the occupants from being directly visually monitored at all times by a member of the Department.

**Holding Cell** - A place where individuals 18 years of age and over are temporarily detained while awaiting disposition of their cases in the courts, before arraignment in court, or for a brief period after arraignment or sentence while awaiting transfer to another correctional facility.

**Safety checks** - Direct, visual observation by a member of this department performed at random intervals, within time frames prescribed in this policy, to provide for the health and welfare of adults in temporary custody.

**Temporary custody** - The period an adult is in custody at the Rye Police Department prior to being released or transported to a housing or other type of facility.

## 900.2 POLICY

The Rye Police Department is committed to releasing adults from temporary custody as soon as reasonably practicable, and to keeping adults safe while in temporary custody at the Department. Adults should be in temporary custody only for as long as reasonably necessary for investigation, processing, transfer or release.

## 900.3 GENERAL SAFETY PROCEDURES FOR ALL DETAINEES

- (a) It is the Supervising Officers responsibility to ensure that a thorough search of all new detainees and their clothing is conducted prior to placing the detainees in a cell or holding area. The searching officer shall remove from the possession of the prisoner all personal property, except essential clothing, with particular attention to; items of contraband, evidentiary items, items that could be life threatening, items that could

## Temporary Custody of Adults

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facilitate an escape, items that can cause injury to self or others or damage property. Strip searches shall be performed as outlined.

- (b) A prisoner's property will be inventoried and placed in a bag. The bag will be placed in the locker in the safe. The locker key will be kept with the Cell Check Log with the desk officer.
- (c) Tour Supervisors shall make every effort to ensure that new detainees are screened as soon as they are admitted to the facility, and that all new detainees are held within the direct sight and sound of an officer until the screening has been conducted.
- (d) Tour Supervisors shall make every effort to ensure that new detainees are screened by officers who can communicate in the detainee's own language.

### 900.3.1 INDIVIDUALS WHO SHOULD NOT BE IN TEMPORARY CUSTODY

Individuals who exhibit certain behaviors or conditions should not be in temporary custody at the Rye Police Department, but should be transported to a jail facility, a medical facility or other type of facility as appropriate. These include:

- (a) Any individual who is unconscious or has been unconscious while being taken into custody or while being transported.
- (b) Any individual who has a medical condition, including pregnancy, which may require medical attention, supervision or medication while in temporary custody.
- (c) Any individual who is seriously injured.
- (d) Individuals who are a suspected suicide risk.
  - 1. If the officer taking custody of an individual believes that he/she may be a suicide risk, the officer shall ensure continuous direct supervision until evaluation, release or transfer to an appropriate facility is completed (9 NYCRR § 7504.1).
- (e) Individuals who are obviously in crisis, officer shall ensure continuous direct supervision until evaluation by trained medical personnel, release or transfer to an appropriate facility is completed.
- (f) Individuals who are under the influence of alcohol, a controlled substance or any substance to the degree that may require medical attention, or who have ingested any substance that poses a significant risk to their health, whether or not they appear intoxicated.
- (g) Any individual who has exhibited extremely violent or continuously violent behavior.
- (h) Any individual who has claimed, is known to be afflicted with or displays symptoms of any communicable disease that poses an unreasonable exposure risk.
- (i) Any individual with a prosthetic or orthopedic device where removal of the device would be injurious to his/her health or safety.

Officers taking custody of a person who exhibits any of the above conditions should notify a supervisor of the situation. These individuals should not be in temporary custody at the Department unless they have been evaluated by a qualified medical or mental health professional, as appropriate for the circumstances.

## *Temporary Custody of Adults*

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### 900.3.2 SUPERVISION IN TEMPORARY CUSTODY

An authorized department member capable of supervising shall be present at all times when an individual is held in temporary custody. The member responsible for supervising should not have other duties that could unreasonably conflict with his/her supervision. Any individual in custody must be able to summon the supervising member if needed. If the person in custody is deaf or hard of hearing or cannot speak, accommodations shall be made to provide this ability.

At least one female department member should be present when a female adult is in temporary custody. In the event that none is readily available, the female in custody should be transported to another facility or released pursuant to another lawful process (9 NYCRR § 7504.1).

Absent exigent circumstances, such as a medical emergency or a violent subject, members should not enter the cell of a person of the opposite sex unless a member of the same sex as the person in custody is present.

No individual in custody shall be permitted to supervise, control or exert any authority over other individuals in custody.

### 900.3.3 SUPERVISION OF FEMALES

Supervision of females in custody shall be accomplished by an assigned female department member. Females in custody shall not be placed in or removed from a detention area unless an assigned female member is present. An assigned female member shall retain the key for the detention area for females and no male person shall be permitted to enter an area where female prisoners are detained unless accompanied by the female member (9 NYCRR § 7504.1).

### 900.3.4 ENTRY RESTRICTIONS

Entry into any location where a person is held in custody should be restricted to:

- (a) Authorized members entering for official business purposes.
- (b) Emergency medical personnel when necessary.
- (c) Any other person authorized by the Tour Supervisor.

When practicable, more than one authorized member should be present for entry into a location where a person is held in custody for security purposes and to witness interactions.

## 900.4 INITIATING TEMPORARY CUSTODY

The officer responsible for an individual in temporary custody should evaluate the person for any apparent chronic illness, disability, vermin infestation, possible communicable disease or any other potential risk to the health or safety of the individual or others. The officer should specifically ask if the individual is contemplating suicide and evaluate him/her for obvious signs or indications of suicidal intent.

The receiving officer should ask the arresting officer if there is any statement, indication or evidence surrounding the individual's arrest and transportation that would indicate the individual is at risk for suicide or critical medical care. If there is any suspicion that the individual may be suicidal, he/she shall be transported to the County jail or the appropriate mental health facility.

## *Temporary Custody of Adults*

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The officer should promptly notify the Tour Supervisor of any conditions that may warrant immediate medical attention or other appropriate action. The Tour Supervisor shall determine whether the individual will be placed in a cell, immediately released or transported to jail or another facility.

### 900.4.1 SCREENING AND PLACEMENT

The officer responsible for an individual in custody shall:

- (a) Advise the Tour Supervisor of any significant risks presented by the individual (e.g., suicide risk, health risk, violence).
- (b) No more than one prisoner will be confined in a cell at the same time.
- (c) If there are males and females arrested, only the male(s) will be placed in a male cell area. The female will be detained in the female cell. At no time will males and females be kept in the cell block together.
- (d) Single-cell placement in a cell that is actively monitored on video by a member who is available to immediately intervene.

### 900.4.2 CONSULAR NOTIFICATION

Consular notification may be mandatory when certain foreign nationals are arrested. The Patrol Division Commander will ensure that the U.S. Department of State's list of countries and jurisdictions that require mandatory notification is readily available to department members. There should also be a published list of foreign embassy and consulate telephone and fax numbers, as well as standardized notification forms that can be transmitted and then retained for documentation. Prominently displayed signs informing foreign nationals of their rights related to consular notification should also be posted in areas used for the temporary custody of adults.

Department members assigned to process a foreign national shall:

- (a) Inform the individual, without delay, that he/she may have his/her consular officers notified of the arrest or detention and may communicate with them.
  1. This notification should be documented.
- (b) Determine whether the foreign national's country is on the U.S. Department of State's mandatory notification list.
  1. If the country is on the mandatory notification list, then:
    - (a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.
    - (b) Tell the individual that this notification has been made and inform him/her without delay that he/she may communicate with consular officers.
    - (c) Forward any communication from the individual to his/her consular officers without delay.

# Rye Police Department

## Rye Police Department Policy Manual

### *Temporary Custody of Adults*

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- (d) Document all notifications to the embassy or consulate and retain the faxed notification and any fax confirmation for the individual's file.
- 2. If the country is not on the mandatory notification list and the individual requests that his/her consular officers be notified, then:
  - (a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.
  - (b) Forward any communication from the individual to his/her consular officers without delay.

#### 900.4.3 BOOKING

Adults who are arrested and taken into temporary custody should be processed in a designated area. Processing should include fingerprinting and photographing. The Department participates in the State Automated Biometric Identification System (SABIS) and shall use Livescan for the automated submission of fingerprints.

#### **900.5 SAFETY PROCEDURES FOLLOWING CELL ASSIGNMENT**

- (a) Loaded Firearms will not be worn or carried in and about the detention cell area when there are prisoners lodged therein.
- (b) All doors must be kept locked whenever a prisoner is detained in the holding facility. The inspecting member will physically check each door to ensure that all doors are in fact locked.
- (c) Supervising officers shall be responsible for an inspection of prisoners at the beginning of their tour of duty and every 30 minutes thereafter, which shall be recorded on the Prisoner Incarceration Log. Exceptions are permissible in instances where the Headquarters Cell/Prisoner Inspection Log indicates;
  - 1. Constant supervision is required, and in such instances the prisoner shall be under constant, uninterrupted personal visual observation.

#### 900.5.1 TEMPORARY CUSTODY LOGS

Any time an individual is in temporary custody at the Rye Police Department, the custody shall be promptly and properly documented in a custody log, including (9 NYCRR § 7504.1):

- (a) Identifying information about the individual, including his/her name.
- (b) Date and time of arrival at the Department.
- (c) Any charges for which the individual is in temporary custody and any case number.
- (d) Time of all safety checks.
- (e) Any medical and other screening requested and completed.
- (f) Any emergency situations or unusual incidents.
- (g) Any other information that may be required by other authorities.

## *Temporary Custody of Adults*

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1. This includes the condition of individuals in custody during safety checks (e.g., awake, sleeping) and signatures of the members conducting the safety check.

(h) Date and time of release from the Rye Police Department.

The Tour Supervisor should initial the log to approve the temporary custody and should also initial the log when the individual is released from custody or transferred to another facility.

The Tour Supervisor should make periodic checks to ensure all log entries and safety and security checks are made on time.

### 900.5.2 TEMPORARY CUSTODY REQUIREMENTS

Members monitoring or processing anyone in temporary custody shall ensure:

- (a) Safety checks and significant incidents/activities are noted on the log.
- (b) Individuals in custody are informed that they will be monitored at all times, except when using the toilet.
  1. There shall be no viewing devices, such as peep holes or mirrors, of which the individual is not aware.
  2. This does not apply to surreptitious and legally obtained recorded interrogations.
- (c) There is reasonable access to toilets and wash basins.
- (d) There is reasonable access to a drinking fountain or water.
- (e) There are reasonable opportunities to stand and stretch, particularly if handcuffed or otherwise restrained.
- (f) There is privacy during attorney visits (9 NYCRR § 7510.1).
- (g) Those in temporary custody are generally permitted to remain in their personal clothing unless it is taken as evidence or is otherwise unsuitable or inadequate for continued wear while in custody.
- (h) Clean blankets are provided as reasonably necessary to ensure the comfort of an individual.
  1. The supervisor should ensure that there is an adequate supply of clean blankets.
- (i) Adequate shelter, heat, light, and ventilation are provided without compromising security or enabling escape.
- (j) All prisoners shall be permitted to converse with their counsel or religious advisor under reasonable regulations and restrictions.

### 900.5.3 MEDICAL CARE

First-aid equipment and basic medical supplies should be available to department members. At least one member who has current certification in basic first aid and CPR should be on-duty at all times.

Should a person in custody be injured or become ill, appropriate medical assistance should be sought. A supervisor should meet with those providing medical aid at the facility to allow access

## *Temporary Custody of Adults*

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to the person. Members shall comply with the opinion of medical personnel as to whether an individual in temporary custody should be transported to the hospital. If the person is transported while still in custody, he/she will be accompanied by an officer.

Those who require medication while in temporary custody should not be at the Rye Police Department. They should be released or transferred to another facility as appropriate.

### 900.5.4 ORTHOPEDIC OR PROSTHETIC APPLIANCE

Subject to safety and security concerns, individuals shall be permitted to retain an orthopedic or prosthetic appliance. However, if the appliance presents a risk of bodily harm to any person or is a risk to the security of the facility, the appliance may be removed from the individual unless its removal would be injurious to his/her health or safety.

Whenever a prosthetic or orthopedic appliance is removed, the Tour Supervisor shall be promptly apprised of the reason. It shall be promptly returned when it reasonably appears that any risk no longer exists.

### 900.5.5 TELEPHONE CALLS

Every individual in temporary custody shall be allowed to make a reasonable number of completed telephone calls as soon as possible after arrival (9 NYCRR § 7502.1).

- (a) Telephone calls may be limited to local calls, except that long-distance calls may be made by the individual at his/her own expense.
  - 1. The Department should pay the cost of any long-distance calls related to arranging for the care of a child or dependent adult.
- (b) The individual should be given sufficient time to contact whomever he/she desires and to make any necessary arrangements, including child or dependent adult care, or transportation upon release.
  - 1. Telephone calls are not intended to be lengthy conversations. The member assigned to monitor or process the individual may use his/her judgment in determining the duration of the calls.
- (c) Calls between an individual in temporary custody and his/her attorney shall be deemed confidential and shall not be monitored, eavesdropped upon or recorded.

### 900.5.6 RELIGIOUS ACCOMMODATION

Subject to available resources, safety and security, the religious beliefs and needs of all individuals in custody should be reasonably accommodated. Requests for religious accommodation should generally be granted unless there is a compelling security or safety reason and denying the request is the least restrictive means available to ensure security or safety. The responsible supervisor should be advised any time a request for religious accommodation is denied.

Those who request to wear headscarves or simple head coverings for religious reasons should generally be accommodated absent unusual circumstances. Head coverings shall be searched before being worn.

## *Temporary Custody of Adults*

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Individuals wearing headscarves or other approved coverings shall not be required to remove them while in the presence of or while visible to the opposite sex if they so desire. Religious garments that substantially cover the individual's head and face may be temporarily removed during the taking of any photographs.

### 900.5.7 FIREARMS AND OTHER SECURITY MEASURES

Firearms and other weapons and control devices shall not be permitted in secure areas where individuals are in custody or are processed. They should be properly secured outside of the secure area. An exception may occur only during emergencies, upon approval of a supervisor (9 NYCRR § 7504.1).

All perimeter doors to secure areas shall be kept locked at all times, except during routine cleaning, when no individuals in custody are present or in the event of an emergency, such as an evacuation.

### 900.5.8 FOOD

Individuals in custody during any of the usual three daily meal hours (Breakfast 7 am – 9am, Lunch 12 pm – 2 pm, and Dinner 5 pm -7 pm) shall be allowed to eat a meal. It shall be documented when an individual was either provided a meal or refused a meal (9 NYCRR § 7505.1).

Food shall be given to prisoners in the cell. Under no circumstances shall prisoners be taken outside the cell area for this purpose. No bottles or cans will be allowed. Liquids should be poured into paper cups. Only plastic forks, spoons or knives will be allowed.

The facility shall take steps to provide reasonable accommodations to individuals in custody who observe recognized religious dietary rules as well as those who are required to follow a medical diet ordered by their physician.

### 900.5.9 SANITATION AND MAINTENANCE

The Patrol Division Commander will ensure (9 NYCRR § 7506.1):

- (a) Janitorial and maintenance services are regularly provided so that satisfactory conditions exist at all times.
- (b) Soap, paper towels, and toilet tissue are available at no cost, and are not routinely left in cells.
- (c) Paper drinking cups are made available at no cost if drinking fountains are not available, and are not routinely left in cells.
- (d) Locks on cell doors and security doors, locking devices, and the security aspects of detention-type windows and screens are checked regularly to ensure that they are in proper condition.
- (e) Menstrual products are supplied to individuals in custody at no cost, and are stored, dispensed, and disposed of in a sanitary manner (Correction Law § 625).



## *Temporary Custody of Adults*

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### 900.5.10 RECORD OF DETENTIONS

The Patrol Division Commander will ensure Record of Detentions forms are maintained and a report of the total number of male and female prisoners is forwarded to the New York State Commission of Correction (SCOC) on or before February 1 of each year (9 NYCRR § 7509.1).

### 900.5.11 ADDITIONAL REQUIREMENTS

Members shall provide attention to the medical and mental health needs of a person in custody and obtain assistance and treatment of such needs for the person that are reasonable and provided in good faith under the circumstances.

## **900.6 USE OF RESTRAINT DEVICES**

Individuals in custody may be handcuffed in accordance with the Searching/Handcuffing/Transportation Policy. Unless an individual presents a heightened risk, handcuffs should generally be removed when the person is in a cell.

The use of restraints, other than handcuffs or leg irons, generally should not be used for individuals in temporary custody at the Rye Police Department unless the person presents a heightened risk, and only in compliance with the Searching/Handcuffing/Transportation Policy.

Individuals in restraints shall be kept away from other unrestrained individuals in custody and monitored to protect them from abuse.

### 900.6.1 PREGNANT ADULTS

Women who are known to be pregnant should be restrained in accordance with the Searching/Handcuffing/Transportation Policy.

## **900.7 PERSONAL PROPERTY**

The personal property of an individual in temporary custody should be removed, inventoried and processed as provided in the Evidence and Non-agency Property Management Policy, unless the individual requests a different disposition. For example, an individual may request property (e.g., cash, car or house keys, medications) be released to another person. A request for the release of property to another person must be made in writing. Release of the property requires the recipient's signature on the appropriate form.

Upon release of an individual from temporary custody, his/her items of personal property shall be compared with the inventory, and he/she shall sign a receipt for the property's return (9 NYCRR § 7502.1). If the individual is transferred to another facility or court, the member transporting the individual is required to obtain the receiving person's signature as notice of receipt. The Department shall maintain a copy of the property receipt.

The Tour Supervisor shall be notified whenever an individual alleges that there is a shortage or discrepancy regarding his/her property. The Tour Supervisor shall attempt to prove or disprove the claim.

## *Temporary Custody of Adults*

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### **900.8 HOLDING CELLS**

A thorough inspection of a cell shall be conducted before placing an individual into the cell to ensure there are no weapons or contraband and that the cell is clean and sanitary. An inspection also should be conducted when he/she is released. Any damage noted to the cell should be photographed and documented.

The following requirements shall apply:

- (a) The individual shall be searched (see the Searching/Handcuffing/Transportation Policy) and anything that could create a security or suicide risk, such as contraband, hazardous items, belts, shoes or shoelaces, and jackets, shall be removed (9 NYCRR § 7502.1).
- (b) A supply of disposable type fiber or paper footwear to replace shoes may be kept available for issue as required (9 NYCRR § 7502.1).
- (c) The individual shall constantly be monitored by a video system during the entire custody.
- (d) The individual shall have constant auditory access to department members.
- (e) The individual's initial placement into and removal from a locked enclosure shall be logged.
- (f) Safety checks by department members shall occur no less than every 15 minutes (9 NYCRR § 7504.1).
  1. Date;
  2. Time of each visit;
  3. Condition of prisoner(s), e.g., awake, sleeping, etc.
  4. Other notations considered relevant;
  5. Signature of officer or matron.

### **900.9 SUICIDE ATTEMPT, DEATH OR SERIOUS INJURY**

The Patrol Division Commander will ensure procedures are in place to address any suicide attempt, death or serious injury of any individual in temporary custody at the Rye Police Department. The procedures should include:

- (a) Immediate request for emergency medical assistance if appropriate.
- (b) Immediate notification of the Tour Supervisor, the Commissioner of Public Safety and the Detective Division Commander.
- (c) Notification of the spouse, next of kin or other appropriate person.
- (d) Notification of the appropriate prosecutor.
- (e) Notification of the Medical Examiner.
- (f) Evidence preservation.

## Temporary Custody of Adults

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- (g) Reporting any of the following to the SCOC in the manner designated by the SCOC within 24 hours of occurrence. The telephone number is 24-hour (518) 474-1180 (9 NYCRR § 7508.1; 9 NYCRR § 7508.2):
  1. Injuries or illnesses requiring hospitalization of a person in custody.
  2. Civil or natural emergencies or disturbances.
  3. The death of a person in custody shall be reported within six hours of pronouncement of death. In addition, a report of the death will be sent to the New York State Division of Criminal Justice Services.

### **900.10 RELEASE AND/OR TRANSFER**

When an individual is released or transferred from custody, the member releasing the individual should ensure the following:

- (a) All proper reports, forms and logs have been completed prior to release.
- (b) A check has been made to ensure that the individual is not reported as missing and does not have outstanding warrants.
- (c) It has been confirmed that the correct individual is being released or transported.
- (d) All property, except evidence, contraband or dangerous weapons, has been returned to, or sent with, the individual.
- (e) All pertinent documentation accompanies the individual being transported to another facility.
- (f) The individual is not permitted in any nonpublic areas of the Rye Police Department unless escorted by a member of the Department.
- (g) Any known threat or danger the individual may pose (e.g., escape risk, suicide potential, medical condition) is documented, and the documentation transported with the individual if he/she is being sent to another facility.
  - (a) The department member transporting the individual shall ensure such risks are communicated to intake personnel at the other facility.
- (h) Generally, persons of the opposite sex, or adults and juveniles, should not be transported in the same vehicle unless they are physically separated by a solid barrier. If segregating individuals is not practicable, officers should be alert to inappropriate physical or verbal contact and take appropriate action as necessary.

#### **900.10.1 ESCAPE FROM CUSTODY**

In the event a prisoner escapes from custody, the officer will immediately notify the Tour Supervisor. The officer should relay all pertinent information concerning the escape from custody in order to facilitate recapture of the subject while simultaneously relaying all safety concerns.

### **900.11 ASSIGNED ADMINISTRATOR**

The Patrol Division Commander will ensure any reasonably necessary supplemental procedures are in place to address the following issues:

## *Temporary Custody of Adults*

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- (a) General security
- (b) Key control
- (c) Sanitation and maintenance
- (d) Emergency medical treatment
- (e) Escapes
- (f) Evacuation plans
- (g) Fire and life-safety
- (h) Disaster plans
- (i) Building and safety code compliance
- (j) Construction standards, variances and special measures for facilities that are not of fire-resistant construction (9 NYCRR § 7511.1; 9 NYCRR § 7504.1; 9 NYCRR § 7512.1)

### **900.11.1 CONSTRUCTION AND RENOVATION**

Any plans and specifications for the construction or renovation of detention facilities will be submitted for review to the State Commission of Correction.

Approval of the Commission of Correction will be obtained before a construction or renovation project is advertised for bids. If it is not contemplated that a bidding procedure is to be followed approval must be obtained before any construction or renovation is undertaken.

### **900.12 TRAINING**

Department members should be trained and familiar with this policy and any supplemental procedures.

### **900.13 VARIANCES TO STATE LOCKUP STANDARDS**

The Commissioner of Public Safety should apply to the commission for a variance if a requirement cannot be met under any of the following circumstances:

- (a) Compliance with a specific rule or regulation cannot be achieved by the effective date of such rule or regulation.
- (b) Due to a temporary condition or situation, compliance with a specific rule or regulation cannot be achieved.
- (c) Compliance is to be achieved in a manner other than that which is specified in a rule or regulation until such time as compliance with such specific rule or regulation can be achieved.



# CITY COUNCIL AGENDA

DEPT.: Fire Department

CONTACT: Mike Kopy, Public Safety Commissioner

**AGENDA ITEM:** Consideration of the proposed addition to the Rules and Regulations of the City of Rye Fire Department.

- Policy # 305 – Staging
- Policy # 309 – Scene Preservation
- Policy # 312 – Carbon Monoxide Detector Activations
- Policy # 313 – Elevator Entrapments
- Policy # 314 – Elevator Restrictions during Emergencies

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** Consideration of the listed policies.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The proposed policies have been reviewed by the Commissioner and the Professional Firefighters Local 2029.

See the attached memo and new policies.

Michael Kopy  
Public Safety Commissioner  
1051 Boston Post Road  
Rye, New York 10580



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E-mail: [mkopy@ryeny.gov](mailto:mkopy@ryeny.gov)  
<http://www.ryeny.gov>

## **CITY OF RYE Public Safety**

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**To:** Greg Usry, City Manager  
**From:** Michael Kopy, Public Safety Commissioner  
**Date:** 05/29/2024  
**Re:** Fire Department – Lexipol Policy

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Reference the captioned subject, the attached policies are being forwarded for review. The city contracted with Lexipol prior to my arrival to develop and establish policies for the fire department based on nationwide standards and best practices, while also incorporating state and federal laws. I have reviewed the policies submitted by Lexipol with a committee at the police department (including the Professional Firefighters Local 2029) and made the appropriate changes where necessary.

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

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

### **Policy 305 – Staging**

The purpose of this policy is to provide guidelines for staging at emergency incidents.

### **Policy 309 – Scene Preservation**

The purpose of this policy is to provide department members with guidance on performing emergency mitigation tasks when working in and around scenes where evidence may be present.

### **Policy 312 – Carbon Monoxide Detector Activations**

This policy establishes guidelines for the safe and efficient handling of calls associated with carbon monoxide (CO) detector activations.

### **Policy 313 – Elevator Entrapments**

The purpose of this policy is to ensure the safe and effective rescue of people who may become trapped in an elevator

### **Policy 314 – Elevator Restrictions during Emergencies**

This policy provides guidelines for elevator use during emergency incidents.

## Staging

### 305.1 PURPOSE AND SCOPE

An incident scene can quickly become congested with emergency equipment if the equipment is not managed effectively. The purpose of this policy is to provide guidelines for staging at emergency incidents.

### 305.2 POLICY

It is the policy of the Rye Fire Department to safely stage resources at emergency incidents.

### 305.3 RESOURCE STAGING

Staging areas are locations designated within the incident area to temporarily position resources that are available for assignment. Resource staging at emergency incidents will be conducted using the procedures, guidelines and positions consistent with the department's Incident Command System (ICS).

As incident resources grow, the Incident Commander (IC) should identify a staging area manager to maintain the staging area resources so they are ready for assignment. At the conclusion of the incident, the staging area manager should demobilize units with the approval of the IC.

#### 305.3.1 PRIMARY AND SECONDARY STAGING

When establishing a staging location and conducting staging activities Rye Fire Department personnel should consider the following:

- (a) During initial attack operations or on smaller, short-term incidents, identifying and selecting a primary staging location for incoming units should be based primarily on placing incoming resources in a safe location while providing for their rapid deployment when needed. Generally, resources will stage one block from the incident until assigned by the IC.
- (b) During extended attack or multiple-alarm incidents, the IC should establish a secondary staging area location early and assign a staging area manager. Additional location factors should be considered when identifying and establishing staging areas:
  1. The secondary staging area should not affect incident operations and should be large enough for the incident resource needs. When possible, staging areas should be pre-planned and identified to cause minimal disruption to traffic flow, business activity and scheduled community activities.
  2. Public property should be utilized, if possible, as opposed to private property. Whenever private property, church property or commercial property is utilized, the IC or an authorized designee should, when practicable, contact the owner, administrator or property manager for permission to use the property prior to establishing a staging area.



## Staging

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### 305.4 STAGE-AWAY OPTION

The stage-away option should be used in any incident where there may be a violent encounter. A violent encounter should be anticipated in, but not limited to, the following categories of calls for service:

- Shootings or shots-fired calls
- Stabbings
- Civil disturbance calls
- Calls involving criminal gang activity
- Attempted suicide calls
- Domestic disputes, including family fights
- Unknown assault calls
- Bomb incidents

It is the policy of the Rye Fire Department to use a nonstandard and defensive response profile when responding to calls for service involving known or suspected violent subjects. When responding to calls involving known or suspected violent subjects, department members should take the following actions:

- (a) Whenever possible, County Control (60 Control) should determine if violent subjects are involved in any call for service and, if so, include that information in the initial dispatch. The responding units should be advised to stage away from the scene. Any time County Control (60 Control) or any of the responding crews receive additional information indicating that violent subjects are at the scene of a call, the response should be upgraded to a stage-away incident.
- (b) The officer of the first-in responding unit will normally identify a staging point for all responding units. The staging point should be located two or more blocks away from the incident scene, out of direct line of sight of the incident, and should not require that the responding units drive by the incident to reach the staging point. The officer should also confirm with County Control (60 Control) that law enforcement is responding to the incident.
- (c) All responding units should acknowledge the call to stage-away and confirm the staging location via radio while en route to the incident. All units should avoid driving by or through the line of sight of the incident until it is determined to be safe to enter the scene.
- (d) All units should report "on-scene staging" upon arrival at the staging point.
- (e) All units should remain staged away from the incident scene until notified that law enforcement has determined that the scene is safe to enter or until reliable information is received confirming that no violent subjects remain at the scene.

# Rye Fire Department

## Policy Manual

### *Staging*

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In the event that the first-in unit arrives at an incident scene and encounters unanticipated violence or violent subjects, the officer or senior member of that crew should immediately notify County Control (60 Control) of the circumstances and request law enforcement support. All other responding units should be directed to stage-away unless members of the first-in unit determine it is safe for additional personnel to respond directly to the scene.

## Scene Preservation

### 309.1 PURPOSE AND SCOPE

The purpose of this policy is to provide department members with guidance on performing emergency mitigation tasks when working in and around scenes where evidence may be present. Members of the Department are often confronted with opposing priorities when performing duties at scenes containing potential evidence. They must balance the need to provide timely and effective life-saving and property-preserving services while minimizing the disturbance of any items of evidentiary value. In some instances, department members must evaluate whether to enter a scene or to initiate mitigation activities.

#### 309.1.1 DEFINITIONS

Definitions related to this policy include:

**Evidence** - Any item or arrangement of items that may provide relevant information to an investigation.

**Scene** - Any location where items of evidentiary value may be found. A scene need not be the location where a criminal act occurred; it need only be a location where items of evidentiary value are available for collection or documentation.

### 309.2 POLICY

It is the policy of the Rye Fire Department to minimize the disturbance of conditions and evidentiary items when providing emergency mitigation services in and around scenes.

### 309.3 SCENE IDENTIFICATION

Department members must be mindful of encountering potential evidence at a scene whenever they respond to calls for service. The potential for evidence at a scene may be identified in a number of ways, including, but not limited to:

- (a) The location of any incident that involves a physical assault or results from an act of violence. Such a location should be assumed to be a crime scene. Examples include shooting incidents, stabbing incidents, any incident involving a medical patient injured by the act of another person, suicides, bomb incidents or any act of terrorism.
- (b) Any incident that law enforcement personnel have identified as a crime scene and have notified department members of that determination.
- (c) Any incident where the scene indicates the presence of an unlawful methamphetamine laboratory.
- (d) Any unattended death scene.
- (e) All fire incidents.

## Scene Preservation

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- (f) Any incident where department members believe or have a reasonable suspicion that a crime has taken place. The type of suspected criminal activity may be severe, as in the case of a robbery or burglary, or less severe, as in the case of vandalism.
- (g) Transportation incidents, including traffic accidents and rail, aircraft, shipping and boating incidents.
- (h) Industrial accidents.

### **309.4 ENTERING SCENES**

When department members determine that a scene containing potential evidence is involved, they should promptly evaluate the need to enter the scene prior to approval of investigators. For the purposes of department members, scenes may be categorized into two distinct types: stable or unstable.

In circumstances where observations at a scene indicate the presence of an unlawful methamphetamine laboratory, the New York State Police shall be notified (General Municipal Law § 209-dd).

#### **309.4.1 STABLE SCENE**

A stable scene exists when there is no apparent immediate or ongoing threat to the safety, health or well-being of department members, the public or property. Examples of stable scenes include incidents where the victim or victims are obviously deceased, incidents involving obviously failed incendiary devices and fire incidents where the fire is clearly extinguished prior to the arrival of department members.

When department members encounter a stable scene and it is apparent that no threat to safety or property exists, they should remain outside the scene until cleared to enter by the appropriate investigator or law enforcement personnel. If there is a confirmed or suspected threat to life or public safety, department members should take whatever actions reasonably appear necessary to stabilize the scene and then withdraw pending approval from investigators or law enforcement personnel to re-enter.

#### **309.4.2 UNSTABLE SCENE**

An unstable scene exists whenever there appears to be an ongoing or imminent threat to the health, safety or well-being of department members, the public or property that necessitates immediate mitigation. Examples of unstable scenes include incidents involving injured or entrapped persons, active fire or a threat of imminent fire, imminent structural collapse endangering lives, the release or imminent threat of the release of hazardous materials or any incident where immediate mitigation is required to preserve life.

When department members encounter an unstable scene they are authorized to take appropriate corrective action to mitigate the threat.

## *Scene Preservation*

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### **309.5 PRESERVATION OF EVIDENCE AT CRIME SCENES**

Whenever practicable, department members should avoid touching, moving, manipulating or otherwise altering anything located at a scene where the potential for evidence exists. In some circumstances, the need to move items may be unavoidable. In those instances, department members should note what items were moved, who moved them and the location from which they were moved. Members should not attempt to move displaced items back to their original location; rather, the items should be left in the place to which they were moved. The appropriate investigator or law enforcement personnel should be informed of any items that were moved and the location where the items originally were found.

In instances where an obvious item of evidence must be moved, an investigator or law enforcement representative should be consulted prior to moving the item, if practicable. For example, if a weapon is located beside or underneath a victim and an investigator is available, the investigator should be called to relocate the weapon. Life-preserving care should not be unreasonably delayed awaiting the arrival of an investigator or law enforcement personnel to move items of evidence.

### **309.6 MEDICAL SUPPLIES AND DEBRIS**

When department members provide medical care in or around a scene where evidence may be located, any discarded medical material, wrapping material, used bandaging, containers or other debris should be left at the scene when the crews depart. Reusable tools, medical equipment and other durable supplies may be collected but care should be taken by department members to minimize any disturbance to other items or material at the scene. Hazardous items and other material, such as medical sharps, controlled substances or surplus medications, should be collected and handled appropriately. If investigators or law enforcement personnel direct that any hazardous materials be left in place, department members should clearly identify all such materials to the controlling authority at the scene.

# Carbon Monoxide Detector Activations

## 312.1 PURPOSE AND SCOPE

This policy establishes guidelines for the safe and efficient handling of calls associated with carbon monoxide (CO) detector activations.

## 312.2 POLICY

Exposure to CO can be hazardous to health. It is the policy of the Rye Fire Department to respond to all reports and alarms indicating the presence of CO and mitigate the health risks associated with exposure to CO by its members and the public.

## 312.3 RESPONSIBILITIES

### 312.3.1 COUNTY CONTROL (60 CONTROL) RESPONSIBILITIES

Any dispatcher who determines that a call for service involves a CO detector activation should inform responding personnel of this information via voice over the radio and by a notation in the electronic event record (if the responding apparatus are equipped with Mobile Data Terminals). The dispatcher should attempt to ascertain if people at the scene are displaying symptoms of CO poisoning and consider whether a medical aid response should also be dispatched. The responding medical aid personnel should also be advised of the CO detector activation.

### 312.3.2 ARRIVING UNITS

Arriving units should establish National Incident Management System/Incident Command System (NIMS/ICS) practices according to the Incident Management Policy. In addition, arriving units shall:

- (a) Assess for necessary rescue and safely move potential victims from the affected location. Activate a medical response if necessary.
- (b) Evaluate the situation through interviews prior to entering the building.
- (c) Assess airflow ventilation conditions and general building conditions.
- (d) Wear structural turnouts and self-contained breathing apparatus (SCBA) to investigate the building using a CO detector, if available.
- (e) Have facepieces on and air flowing:
  1. Whenever information is inadequate to rule out toxic levels of CO.
  2. If anyone has displayed symptoms of CO poisoning.

### 312.3.3 INVESTIGATING PERSONNEL

Personnel investigating a reported CO detector activation should take the following actions:

- (a) Remove occupants and unnecessary personnel from the affected area.
- (b) Examine the activated detector to ensure that it is a CO detector and is in good condition.

# Rye Fire Department

## Policy Manual

### *Carbon Monoxide Detector Activations*

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- (c) Determine if the activated detector is low-oxygen or CO-detecting, if possible.
- (d) Interview the occupant and/or reporting party to obtain background information on the activation, the past history of the activated detector and activities in the building at the time of the activation.
- (e) Check the premises and adjoining areas for CO sources, such as vehicles, open flame devices or closed fireplace dampers.
- (f) Check appliances for improper use, poor maintenance or obvious faulty installation or operation.
- (g) If responding personnel carry a CO detector, it may be used to assist in determining a source of CO.
- (h) If the source of CO is identified, personnel should take the following actions:
  - 1. If the source is a vehicle, open flame device or other source not intended for interior use, remove the source from the building or shut off the device and ventilate the building thoroughly.
  - 2. If the source is an improperly operating appliance, shut off the appliance and the appliance's main line valve and ventilate the building thoroughly.
    - (a) Encourage the occupant to have the appliance serviced by a reputable service technician or a plumbing and heating contractor.
    - (b) Do not attempt to repair or alter an appliance or heating unit.
  - 3. Do not ventilate the building with gasoline-powered smoke ejectors.
  - 4. Do not shut off the building's main gas valve unless necessary to control the problem.
- (i) If the source of CO is not identified, personnel should take the following actions:
  - 1. Consider requesting a response by the gas company. If it is necessary to leave the scene prior to arrival of the gas company, the occupants should be advised to remain out of the building until a gas company representative arrives.
  - 2. Complete any required property notification and provide a copy to the property owner or tenant.

# Elevator Entrapments

## 313.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure the safe and effective rescue of people who may become trapped in an elevator.

## 313.2 POLICY

People trapped in an elevator are typically not in danger unless there is a medical emergency or fire. It is the policy of the Rye Fire Department to ensure the safe extrication of people trapped in an elevator while also providing for the safety of firefighters during the operation.

## 313.3 RESPONSIBILITIES

The Career Captain or the authorized designee shall establish guidelines for personnel entering elevator shafts and for the use of commercial elevator technicians for emergency and non-emergency extrications.

The Career Captain or the authorized designee shall identify department-approved rescue procedures and appropriate applications. Procedures that have the potential to cause damage to private property should be avoided if reasonably practicable.

Fire prevention personnel are responsible for tracking elevator entrapment responses, identifying problematic installations and working with building owners and vendors to resolve further responses.

## 313.4 PROCEDURE

On-scene personnel shall follow instructions previously provided regarding elevator entrapments and consider the following:

- Is the elevator inoperative?
- If so, are people inside?
- What is the condition of the people inside?
- Has an elevator repair person been notified and what is the estimated time of arrival?
- What is the location of the inoperative elevator? Is it between floors or at a landing?
- What is the type of elevator? Is it hydraulic or cable?
- Where is the elevator equipment room? (Generally, above for a cable elevator and below for a hydraulic elevator.)
- Can necessary lockout/tagout actions be accomplished prior to rescue activities?

Various methods may be utilized to extricate people from an inoperative elevator. Use of a specific method should be based on the unique circumstances of each incident and the expertise of the fire



## *Elevator Entrapments*

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personnel on-scene. Elevator entrapment rescue procedures typically include, but are not limited to:

- Lockout/tagout procedures to ensure continued stability of the elevator.
- Moving the elevator car.
- Use of an adjacent elevator car.
- Forcing the elevator doors open.
- Breaching the elevator shafts.
- Use of roof or side emergency exits.

### **313.5 TRAINING**

The Training Lieutenant should ensure that written procedures with diagrams are available for each elevator entrapment rescue procedure, including hydraulic or cable elevators and elevators with multiple-door configurations. The Training Lieutenant is responsible for ensuring that all personnel are properly trained in department-approved elevator entrapment rescue procedures. Members shall adhere to the training protocols.

# Elevator Restrictions During Emergencies

## 314.1 PURPOSE AND SCOPE

This policy provides guidelines for elevator use during emergency incidents.

## 314.2 POLICY

Extreme caution shall be used when determining whether to use an elevator during a response to a fire emergency. Only elevators that have been determined to be uninvolved and equipped with fire service operation controls shall be used.

## 314.3 USE OF STAIRWELLS

The operation of elevators under fire conditions can be erratic and dangerous. Elevators are subject to serious malfunction from the effects of heat, smoke and water on drive machinery and/or control equipment.

At every emergency incident in a high-rise building, when there is a potential for elevators and/or firefighters to be exposed to the effects of heat, smoke, flame, chemicals, explosion or water (e.g., reported fires, fire alarms, smoke investigations), stairwells will be used to gain access to above-ground locations.

The initial fire attack/investigation teams shall use stairwells to reach the reported emergency location and make a visual assessment of actual conditions that might affect elevator use.

These teams shall advise the Incident Commander (IC) which stairwell is being used and shall describe the stairwell by identification number and the geographical location in the building. Information regarding the safety of elevators and the floor conditions of the reported fire floor and all preceding floors shall be relayed immediately to the IC, who shall make the final determination of whether the elevators are safe to use.

## 314.4 USE OF ELEVATORS

Most high-rise building incidents will only require an investigation. Elevators may be used by the initial investigation team only when building personnel, such as engineering or security employees, are on the reported fire floors and the following conditions are met:

- When responding on mutual aid, all personnel will follow host department SOP on elevator use.
- They have checked the floor where the report or alarm originated, as well as the floors immediately above and below that floor.
- They are in contact with lobby personnel via radio or phone.
- They are able to provide information that conditions are safe.



# CITY COUNCIL AGENDA

DEPT.: Police

CONTACT: Mike Kopy, Public Safety Commissioner

**AGENDA ITEM:** Briefing on the Rye Police Department's use of facial recognition software.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council hear the presentation.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Sustainable Westchester presentation on the Westchester Power Community Choice Aggregation (CCA) program.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council hear the presentation.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See the attached presentation.



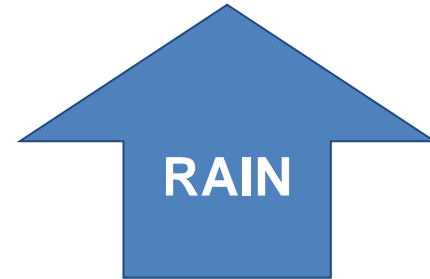
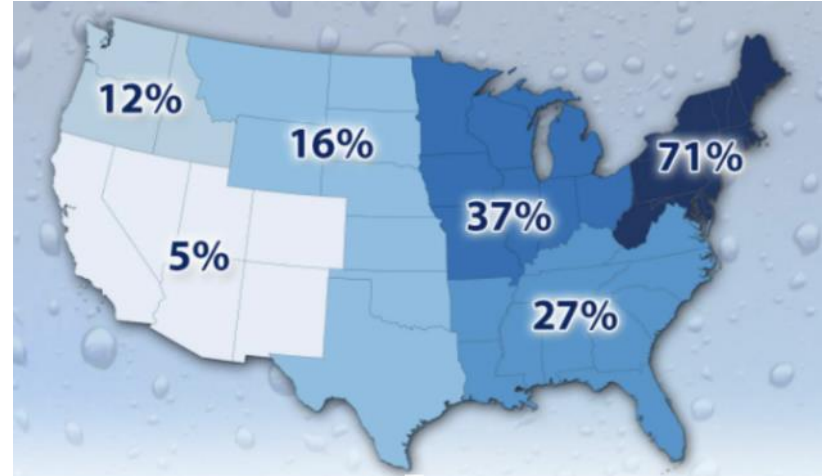
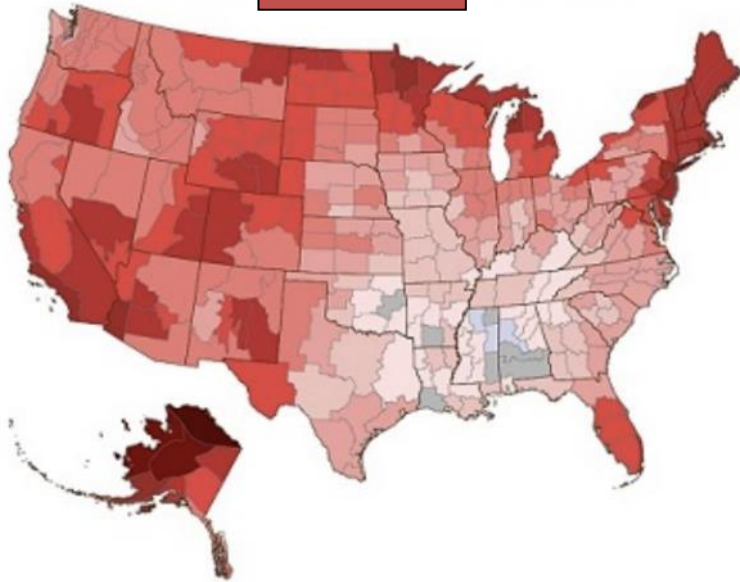
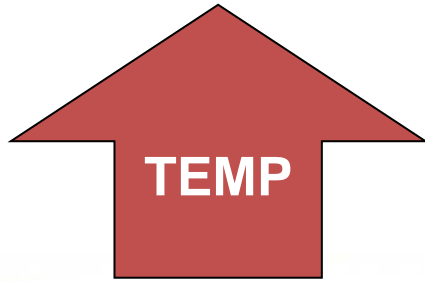
# Westchester Power

6/12/2024 Rye City Council



**AN URGENT CHALLENGE**

# CLIMATE CHANGE IS HERE, NOW





# OUR COMMUNITIES ARE IMPACTED



White Plains  
9/23/2023



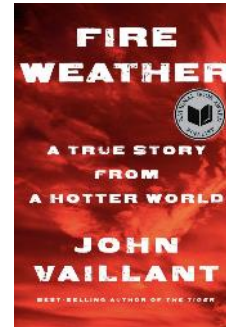
Yorktown  
9/23/2023



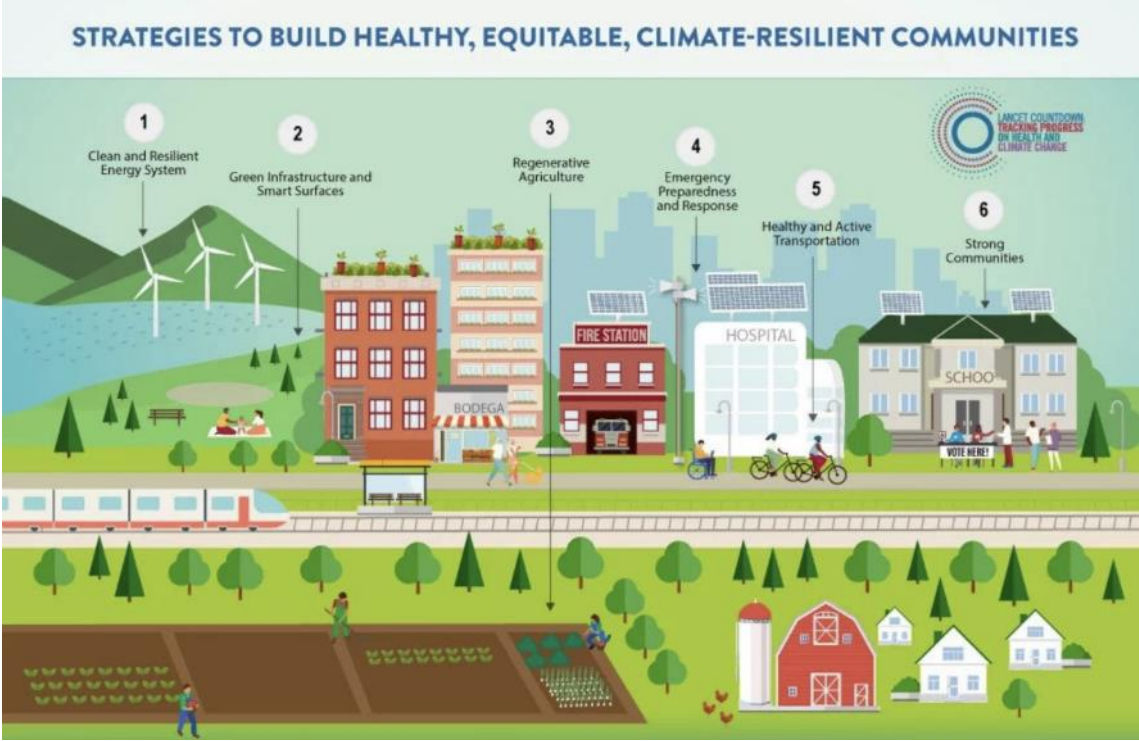
Tarrytown  
10/21/2023



# OUR COMMUNITIES ARE IMPACTED

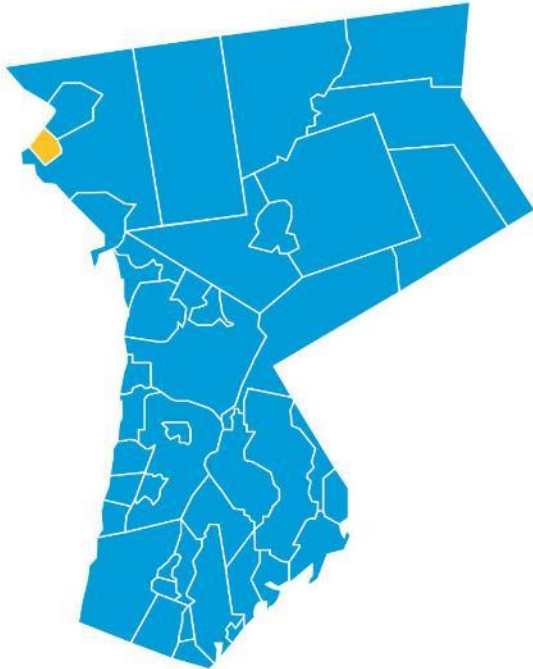


# A POSITIVE OPPORTUNITY



# SUSTAINABLE WESTCHESTER

## CREATED BY AND FOR WESTCHESTER'S MUNICIPALITIES



Ardsey	Hastings-on-Hudson	North Castle	Rye Brook
Bedford	Irvington	North Salem	Rye City
Briarcliff Manor	Larchmont	Ossining Village	Rye Town
Bronxville	Lewisboro	Ossining Town	Scarsdale
Cortlandt	Mamaroneck Village	Peekskill	Sleepy Hollow
Croton-on-Hudson	Mamaroneck Town	Pelham Manor	Somers
Dobbs Ferry	Mount Kisco	Pelham Village	Tarrytown
Eastchester	Mount Pleasant	Town of Pelham	Tuckahoe
Elmsford	Mount Vernon	Pleasantville	White Plains
Greenburgh	New Castle	Port Chester	Yonkers
Harrison	New Rochelle	Pound Ridge	Yorktown

and Westchester County itself

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# CLEAN RENEWABLE ENERGY

## COMMUNITY CHOICE AGGREGATION



## SOLAR ORIENTATION



## COMMUNITY SOLAR





# EFFICIENCY & DECARBONIZATION



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THERMAL ENERGY NETWORKS



DEMAND RESPONSE



ZERO WASTE

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## WESTCHESTER COUNTY CLEAN ENERGY CAREERS JOB AND RESOURCE FAIR

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**APRIL 3**  
 2 PM - 7 PM

ELISABETH HAUB SCHOOL OF LAW  
**PACE UNIVERSITY**  
 78 N Broadway, White Plains, NY 10603

**QUESTIONS?**  
[yasmin@sustainablewestchester.org](mailto:yasmin@sustainablewestchester.org)

**EVENT PARTNERS**

## MUNICIPAL ENGAGEMENT

### EARTH MONTH 2024 EVENTS AROUND WESTCHESTER

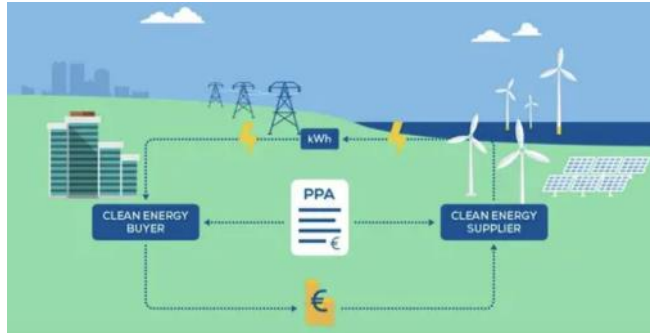
<p><b>SATURDAY, APRIL 13</b></p> <ul style="list-style-type: none"> <li>Village of Mamaroneck Community Clean-Up   9:30 - 12</li> <li>Village of Mamaroneck's Compost Soil Give Back   9 - 12</li> </ul> <p><b>SUNDAY, APRIL 14</b></p> <ul style="list-style-type: none"> <li>Irvington Earth Day Farmers Market   9:30 - 1</li> <li>Rivertowns Energy Expo   1 - 4</li> </ul>	<p><b>FRIDAY, APRIL 26</b></p> <ul style="list-style-type: none"> <li>Hastings-on-Hudson Arbor Day   3-6:5</li> </ul> <p><b>SATURDAY, APRIL 27</b></p> <ul style="list-style-type: none"> <li>Larchmont Earth Day Celebration   1 - 4</li> <li>Croton-on-Hudson Earth Day Celebration 2024   10 - 4</li> <li>Annual Great Saw Mill River Clean-Up   10-1</li> <li>Hastings Village Wide Clean-Up Weekend   9</li> <li>Dobbs Ferry Dirt Fest   3 - 5</li> </ul>
<p><b>SATURDAY, APRIL 20</b></p> <ul style="list-style-type: none"> <li>Town of Mamaroneck Annual Earth Day Clean-Up   10 - 12</li> <li>Rye Brook Spring Seed Swap and Giveaway   10 - 2</li> <li>Green Ossining 14th Annual Earth Day Festival   10 - 5</li> <li>Pleasantville Repair Cafe   10:30 - 2:30</li> <li>Earth Day Festival at Rockefeller Preserve   11 - 4</li> </ul> <p><b>SUNDAY, APRIL 21</b></p> <ul style="list-style-type: none"> <li>Bedford 2030 Earth Day Festival   12 - 3</li> <li>Briarcliff Manor Earth Day   10 - 2</li> </ul>	<p><b>MAY DATES</b></p> <ul style="list-style-type: none"> <li>Saturday, May 4th: Dobbs Ferry EcoFair at Springhurst Elementary   10 - 12</li> <li>Saturday, May 11th: White Plains Sustainability Committee Earth Day Event   10 - 1</li> <li>Saturday, May 10th: Greenburgh Repair Cafe   11 - 3</li> </ul> <p><b>MULTIPLE DATES: PITCH IN FOR PARKS</b></p> <p>Events at Ridge Road Park, Croton Pointe Park, Glen Island Park, Bronx River Reservoir, Tibbatts Brook Park, and Munsiepen Farm. Scan the QR code below for details!</p>

**ATTENTION  
NEW YORK  
NONPROFITS!**

## RENEWING AMERICA'S NONPROFITS



# A FOUNDATION FOR FUTURE PROGRESS



POWER PURCHASE AGREEMENTS



VIRTUAL POWER PLANT



OPT-OUT CDG



SOLARIZE 2.0



# INNOVATIONS & BREAKTHROUGHS

- FIRST** Intermunicipal Sustainability Consortium in New York
- FIRST** Community Choice Aggregation in New York
- FIRST** Residential Demand-Response Program in New York
- FIRST** Sunshine-to-EV Fast Charger with Community Solar in New York
- FIRST** Renew America's Nonprofits Awardee in the Northeast



SUNSHINE TO EV

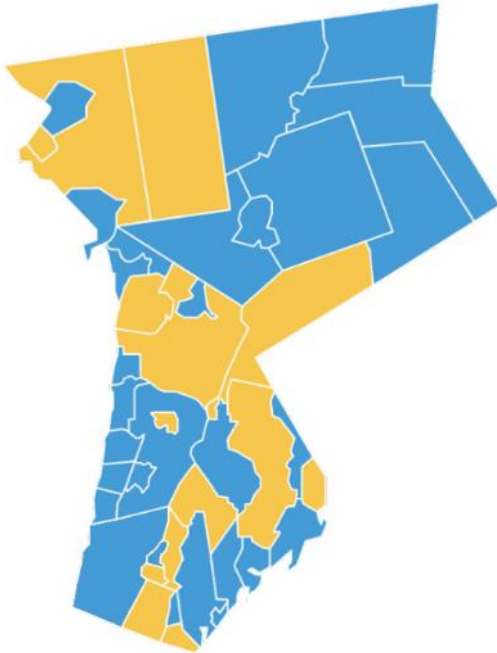
**WESTCHESTER POWER  
IS A CORNERSTONE OF  
REGIONAL CLIMATE ACTION**

# HOW DOES IT WORK

# HOW DOES IT WORK

1

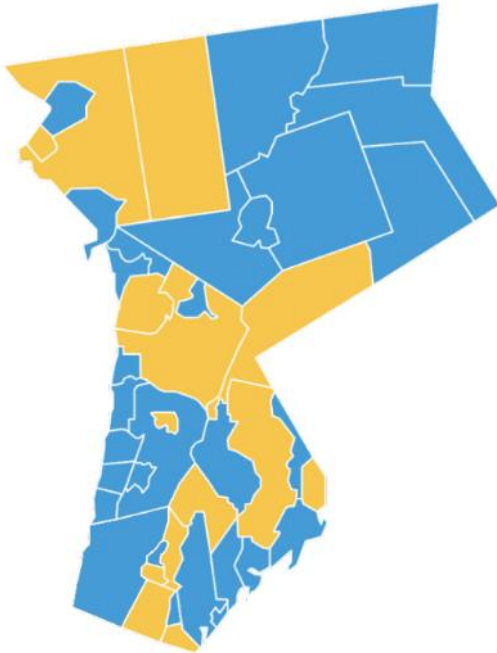
MUNICIPALITIES JOIN TOGETHER



# HOW DOES IT WORK

1

MUNICIPALITIES JOIN TOGETHER



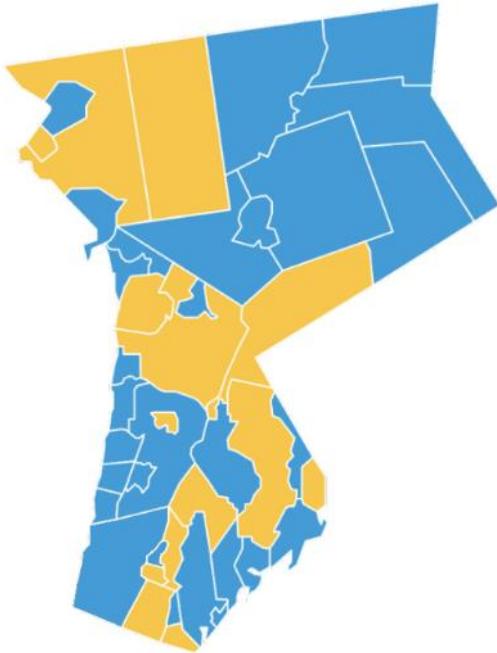
2

OPEN BIDDING PROCESS

# HOW DOES IT WORK

1

MUNICIPALITIES JOIN TOGETHER



2

OPEN BIDDING PROCESS



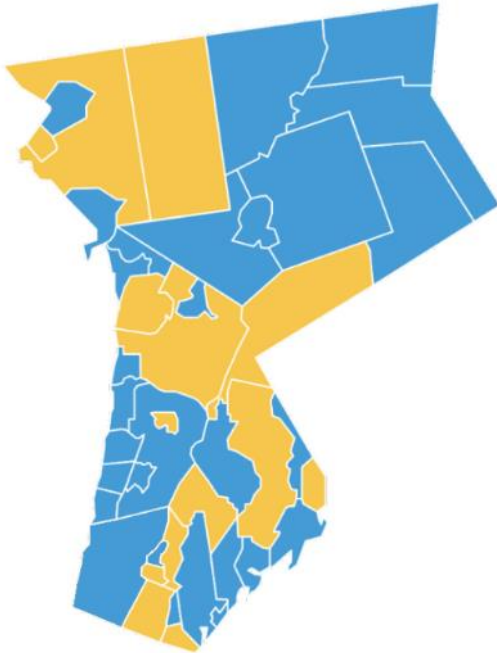
3

CLEAN, RENEWABLE  
ENERGY

# HOW DOES IT WORK

1

MUNICIPALITIES JOIN TOGETHER



2

OPEN BIDDING PROCESS



3

CLEAN, RENEWABLE  
ENERGY



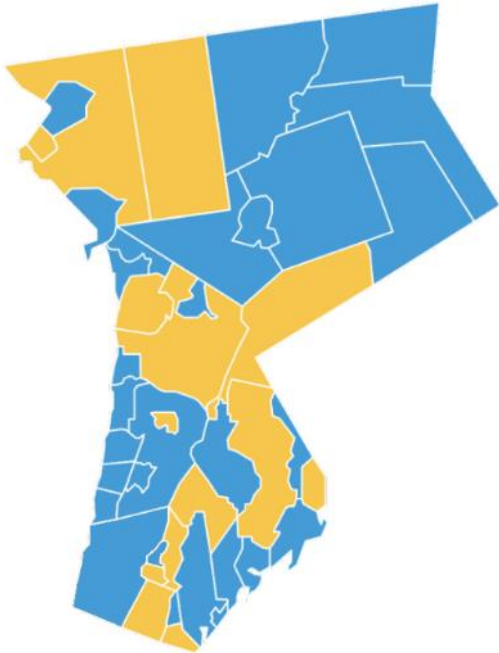
4

PUBLIC NOTIFICATION

# HOW DOES IT WORK

1

MUNICIPALITIES JOIN TOGETHER



2

OPEN BIDDING PROCESS



3

CLEAN, RENEWABLE  
ENERGY



4

PUBLIC NOTIFICATION



5

CONSUMER CHOICE



# WESTCHESTER POWER PROGRAM

## GOALS

# WESTCHESTER POWER PROGRAM

**GOALS**



**PROVIDE CLEAN ENERGY**

# WESTCHESTER POWER PROGRAM

**GOALS**



**PROVIDE CLEAN ENERGY**



**EXPAND CONSUMER CHOICE**

# WESTCHESTER POWER PROGRAM

**GOALS**



**PROVIDE CLEAN ENERGY**



**EXPAND CONSUMER CHOICE**



**CAP ELECTRICITY COSTS**



# PROVIDE CLEAN ENERGY

2023

**310,860**

Metric Tons  
of Carbon





# PROVIDE CLEAN ENERGY

2023

**310,860**

Metric Tons  
of Carbon



Let's put that in  
perspective . . .



# PROVIDE CLEAN ENERGY



## Cars off the road

Based on EPA Calculator

# ➔ PROVIDE CLEAN ENERGY



Cars off the road

Based on EPA Calculator

73,985





# PROVIDE CLEAN ENERGY



## Trees Planted

10-Year Growth Based on EPA Calculator

# PROVIDE CLEAN ENERGY



**Trees Planted**

10-Year Growth Based on EPA Calculator

**5,140,078**

# ➔ PROVIDE CLEAN ENERGY



## Social cost of carbon

NYSDEC calculation for 2025, 2% discount rate

# ➔ PROVIDE CLEAN ENERGY



**Social cost of carbon**

NYSDEC calculation for 2025, 2% discount rate

**\$40,433,756**

# ➔ PROVIDE CLEAN ENERGY



LED LIGHTS



GREEN FLEETS

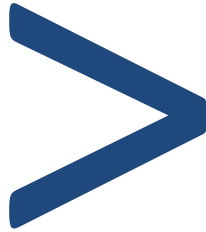


BUILDING WEATHERIZATION



# ➔ PROVIDE CLEAN ENERGY

Westchester  
Power  
310,860



More impactful than all other municipal actions combined.



# EXPAND CONSUMER CHOICE



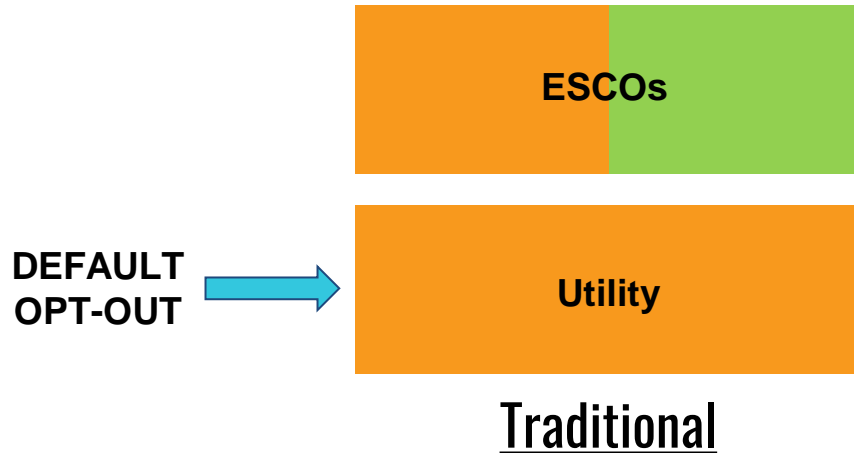
# EXPAND CONSUMER CHOICE

Traditional



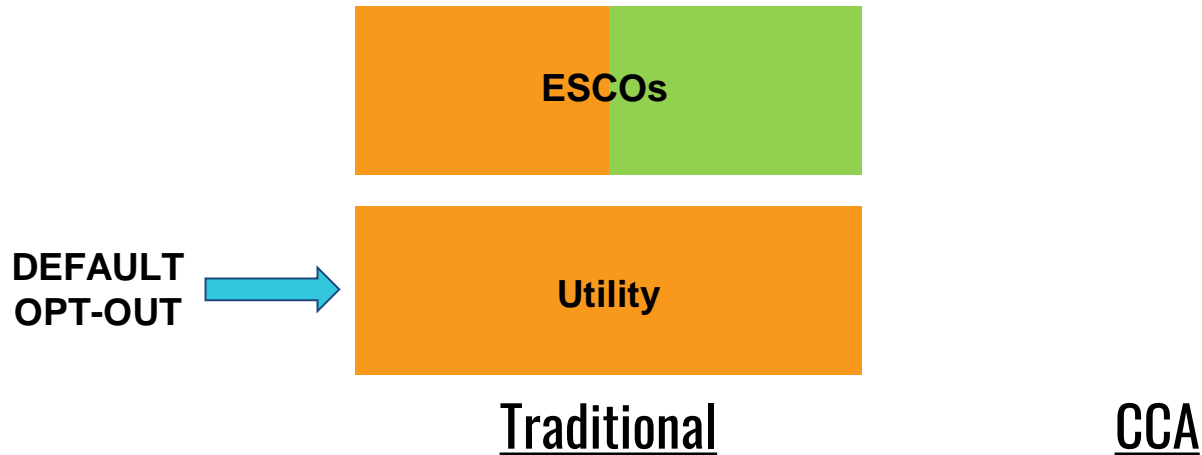


# EXPAND CONSUMER CHOICE





# EXPAND CONSUMER CHOICE





# EXPAND CONSUMER CHOICE

DEFAULT  
OPT-OUT

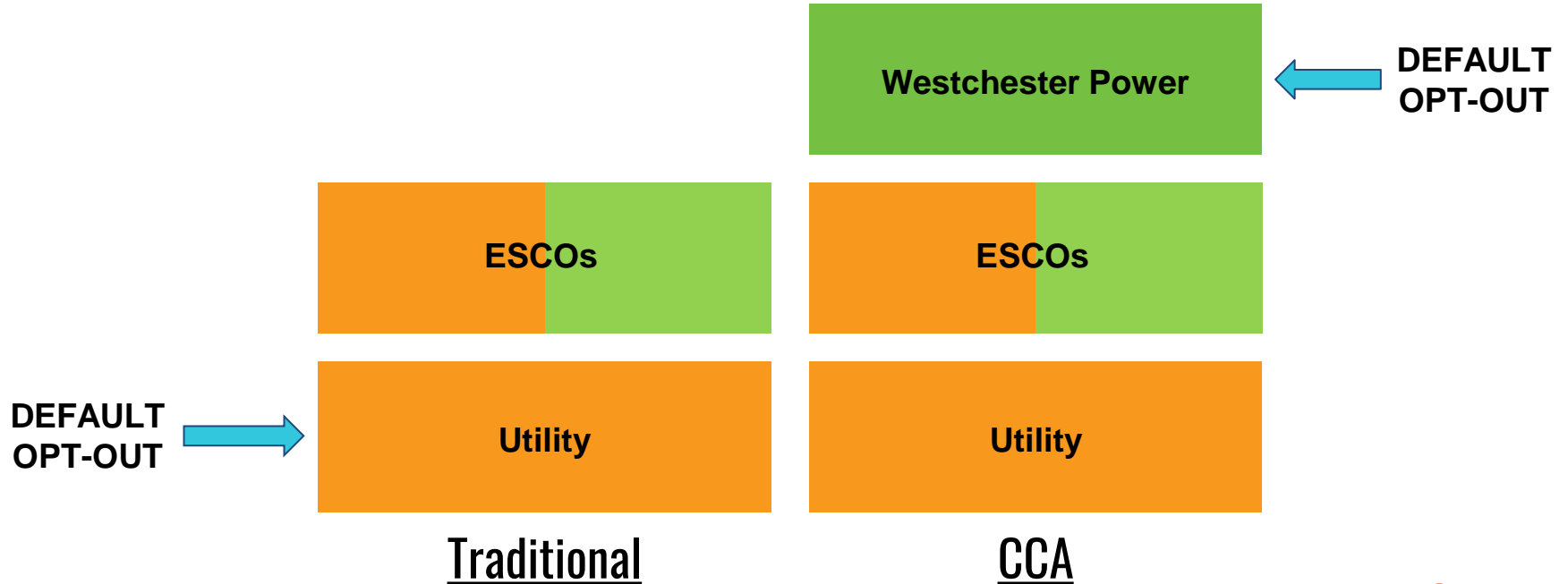


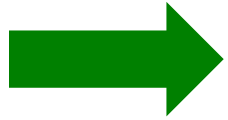
Traditional

CCA



# EXPAND CONSUMER CHOICE

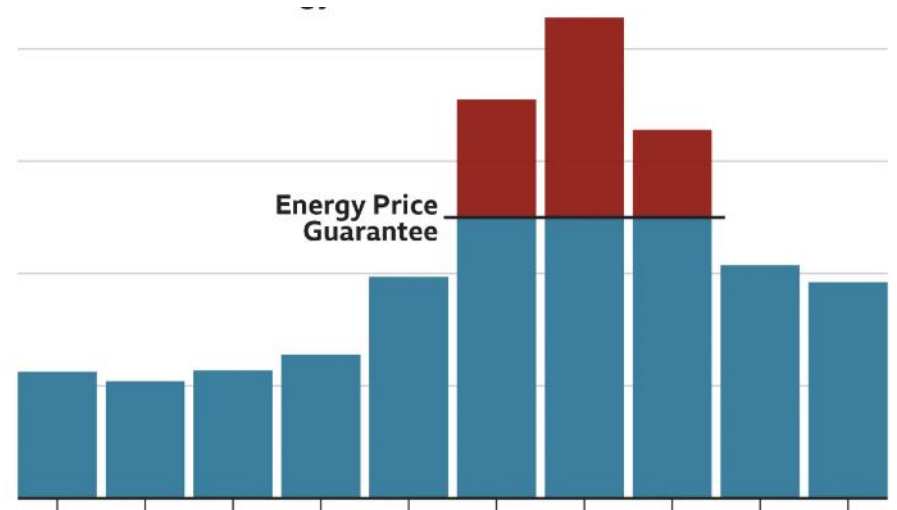




# CAP ELECTRICITY COSTS

**UTILITY RATES HAVE VARIED** from 4 cents to 22 cents since program launch.

**WP PREDICTABLE FIXED-RATE** never exceeds the contract level.



# WESTCHESTER POWER PROGRAM

## GOALS



**PROVIDE CLEAN ENERGY**



**EXPAND CONSUMER CHOICE**



**CAP ELECTRICITY COSTS**

# WESTCHESTER POWER PROGRAM

**GOALS**



**ADDITIONAL  
BENEFITS**

# PLUS: STATE GRANTS

**STATE GRANTS** can be accessed by municipalities that participate in CCA. NYSERDA's Clean Energy Communities program recognizes CCA as a high-impact action.






# PLUS: STATE GRANTS

Select Your Community:

**City of Rye**



*A NYSERDA Clean Energy Community*

**15,720**  
POPULATION (2010 CENSUS)

**Mid-Hudson**  
REGION

## Accomplishments

**Advanced (v3.0) (★★★)**

*(Earn 1,600 points for 4-Star status)*

**14**

ACTIONS COMPLETED



**5,400**

POINTS EARNED

### High Impact Actions

	Count	Points
Clean Fleets	1	100
Community Campaigns	6	1,900
Community Choice Aggregation	1	1,500
Energy Code Enforcement Training	1	0
LED Street Lights	2	900
Legislation and Regulation	1	800
PACE Financing	2	200
<b>Grand Total</b>	<b>14</b>	<b>5,400</b>

# PLUS: STATE GRANTS

## Designation Grants Before 10/1/24:

To earn funding at these levels, the municipality must submit for the action(s) that qualifies them for the designation grant by 9/30/24 at 11:59 PM EST. If the action(s) is rejected, municipalities will not be eligible for grant awards at this level.

Designation Level	Number of Points	Funding for Small Municipalities (Up to 39,999 population)	Funding for Large Municipalities (40,000 or greater population)
CEC Designation - must complete 4 high-impact actions	N/A	\$5,000	\$5,000
1-Star Designation	1,000	\$10,000	\$10,000
2-Star Designation	3,000	\$50,000	\$125,000
3-Star Designation	5,000	\$100,000	\$200,000
4-Star Designation	7,000	\$175,000	\$275,000
5-Star Designation	9,000	\$250,000	\$350,000

## Accomplishments

Advanced (v3.0) (★★★★)

(Earn 1,600 points for 4-Star status)

14

ACTIONS COMPLETED



5,400

POINTS EARNED

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<b>Grand Total</b>	<b>14</b>	<b>5,400</b>

# PLUS: CUSTOMER SUPPORT & EDUCATION

**CUSTOMER HELP** by phone or email.

**LINKS TO OTHER PROGRAMS** with guaranteed savings.

**EASILY ACCESSIBLE INFO** to find Con Ed rate comparisons.

**ASSISTANCE FOR MUNI STAFF** is always available.



## BILINGUAL SUPPORT & OUTREACH

### TALLER DE AHORROS ELECTRICOS

Conozca las oportunidades **GRATUITAS** de ahorro en facturas y cómo se conectan con su salud, medio ambiente y futuro:

- GridRewards
- HEAP
- EmPower+
- Community Solar



Para obtener ayuda con el registro, traiga su factura de ConEd y (si corresponde) también una carta de concesión de SNAP o Medicaid.

*Este taller se presentará en Español. Picadas y refrescos disponibles.*

**MIÉRCOLES 26 DE JUNIO @ 7PM - 8PM**  
**BIBLIOTECA DE OSSINING**  
53 CROTON AVE, OSSINING

<http://SustainableWestchester.org/Programs>, 914-242-4725 ext 112



# IMPROVING COMMUNICATION

**CUSTOMIZED PLAN** based on community collaboration.

## POSSIBLE APPROACHES

- Enhanced messaging for opt-out period
- Monthly email updates
- Video guide to online information
- Robocalls/texts as needed
- In-person community workshops
- Community leader engagement
- Additional mailings and/or inserts



**EMPOWERMENT**

# CONSUMERS CAN ALWAYS OPT-OUT, AND IT'S EASY

**OPTING OUT IS SIMPLE**, customers can:

1. **Mail** (Before Enrollment)
2. **Online** at [sustainablewestchester.org/wp/con-ed-area-choosesupply](https://sustainablewestchester.org/wp/con-ed-area-choosesupply)
3. **Email** [westchesterpower@sustainablewestchester.org](mailto:westchesterpower@sustainablewestchester.org)
4. **Phone** at (914) 242-4725 ext.111

**NEVER ANY FEES OR PENALTIES**

**COME AND GO AS OFTEN AS YOU LIKE**





# WHY IS OPT-OUT NECESSARY?

## VIABILITY

The only practical model

## IMPACT

Clean energy uptake at scale



THERE IS ALWAYS A DEFAULT  
Not whether, but what



# WE ARE ALL EMPOWERED



## Residents & Businesses

Make the best choices for ourselves from a broader menu of options.

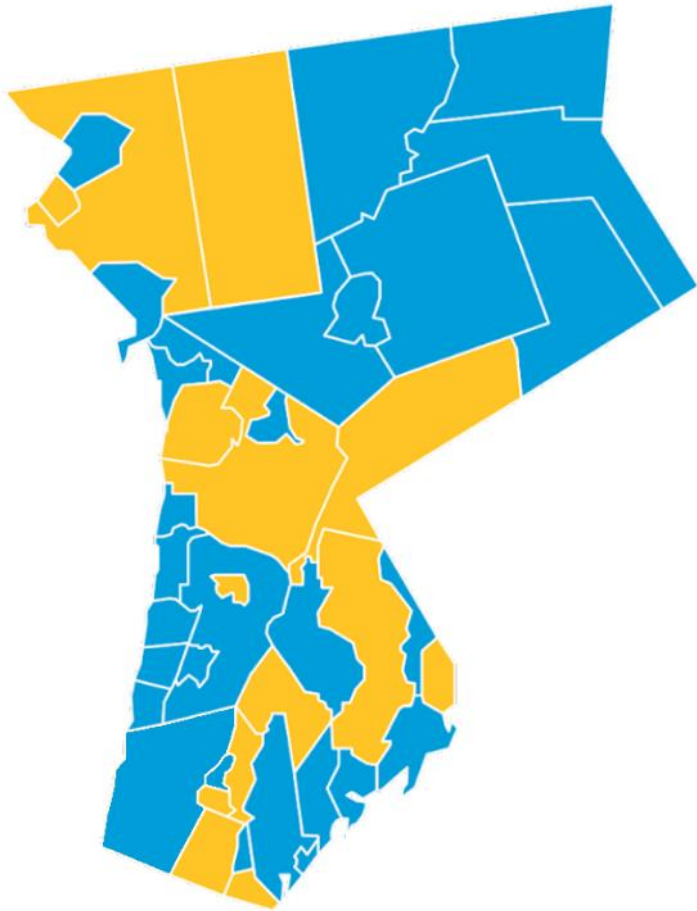
**Price**  
**Predictability**  
**Environmental Action**



## Municipalities

Advance community-wide values and priorities through intentional decision-making.

**Clean, Renewable Power**  
**Enhanced Competition & Options**  
**Consumer Protection**



# WESTCHESTER POWER CCA

## FIRST AND LARGEST CCA IN NEW YORK STATE

- |                    |                    |                  |               |
|--------------------|--------------------|------------------|---------------|
| Ardsey             | Larchmont          | North Salem      | Rye Brook     |
| Bedford            | Lewisboro          | Ossining Village | Rye City      |
| Croton-on-Hudson   | Mamaroneck Village | Ossining Town    | Sleepy Hollow |
| Dobbs Ferry        | Mamaroneck Town    | Peekskill        | Somers        |
| Greenburgh         | Mount Kisco        | Pelham Village   | Tarrytown     |
| Hastings-on-Hudson | New Castle         | Pleasantville    | Tuckahoe      |
| Irvington          | New Rochelle       | Pound Ridge      | White Plains  |
|                    |                    |                  | Yonkers       |

**29**

Municipalities

**145,000**

Residents and  
Small Businesses

# OLD CONTRACT CHALLENGES

# OLD CONTRACT: CON ED TERRITORY

➔ Supplier: Constellation New Energy

➔ Rates for Residential & Small Commercial:

- Renewable – 15.449¢/kWh
- Standard – 13.685¢/kWh

➔ Term: November 1<sup>st</sup> 2022 through October 31<sup>st</sup> 2024 (24 months)

\*Con Ed 12-month trailing average for the period 04/2023-03/2024: 9.378¢/kWh

# WHY? UNIQUE CHALLENGES IN 2022

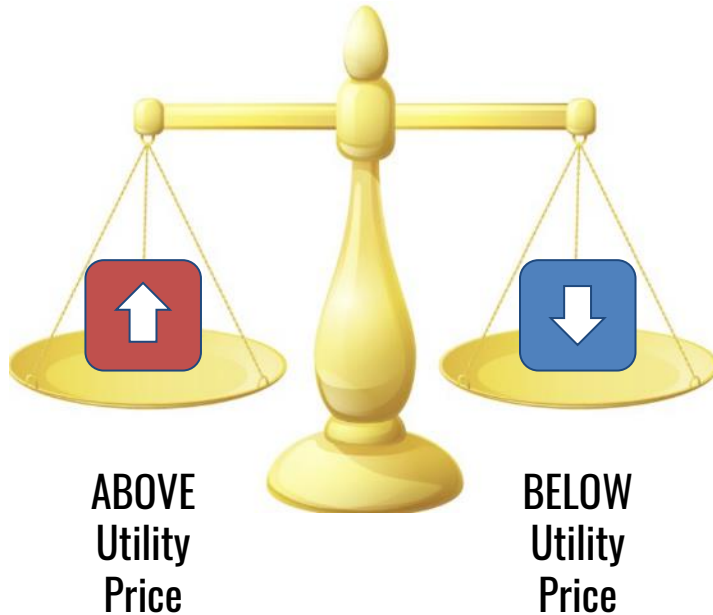
**WAR IN UKRAINE** roils energy markets

**ENERGY PRICES FORECAST TO RISE**

**ACTUAL PRICES DECLINE** post-contract,  
leaving fixed-rate higher than utility



# BUT LONG-TERM PRICING IS COMPETITIVE . . .



Year	Con Ed Avg	WP Renewable	WP Standard
2016	8.01	7.68	7.38
2017	8.41	7.68	7.38
2018	8.55	7.68	7.38
2019	6.46	7.96	7.71
2020	5.64	7.96	7.71
2021	7.23	7.41	6.75
2022	10.38	9.34	8.40
2023	9.36	15.13	13.36
2024	10.03	15.44	13.68
Since 2016	7.98	9.03	8.41



# ... AND WP RENEWABLE ENERGY IS A GOOD DEAL

## Monthly ranges of comparable ESCO offerings

(12-24 month contracts, 100% renewable)

Year	Month	ESCO Rates Range (Cents)
2022	December	18.29 - 18.59
2023	January	17.19
	February	15.49 - 15.99
	March	14.89 - 15.49
	April	15.39-15.49
	May	14.73 - 20.00
	June	14.11 - 20.00
	July	15.99 - 20.99
	August	16.39 - 20.99
	September	15.39 - 20.99
	October	14.29 - 20.99
	November	15.39 - 20.99
	December	13.49 - 21.00
2024	January	13.79 - 21.41
	February	13.79 - 19.41
	March	14.29 - 31.20

WP program rate for 100% renewable energy: **15.449¢/kWh**

**WP RENEWABLE ENERGY** has typically come in below market costs, even in the most recent contract, comparing favorably with similar renewable offerings from ESCOs.

**NEW CONTRACT OPPORTUNITIES**  
**2024 IS DIFFERENT**

# LOWER CONTRACT PRICES LIKELY

CURRENT INDICATIVES suggest a reduction in contract rates.

NO GUARANTEES UNTIL BIDDING

INCENTIVE TO MOVE QUICKLY



# MARKET CONTEXT: ADVANTAGES FOR FIXED RATES

**CAPACITY CONCERNS:** NYISO projects a shortage in 2025 with the confluence of peaker plants coming offline, acceleration of electrification and new emissions rules coming into effect.

**PRESSURE ON NATURAL GAS PRICES:** Natural gas is the electricity market price setter. Exports to higher priced market are again becoming a factor as port facility capacity increases.

**HOT SUMMER PREDICTED:** 2-4 degrees higher than average. New York City will likely see twice as many 90-degree days as in 2023, when there were 12.



# MARKET CONTEXT: REC LIMITS & OPTIONS

**Tier 2**  
Maintenance  
Hydro  
**LIMITED SUPPLY**

**Tier 1**  
New  
Wind/Solar  
**NOW AVAILABLE**

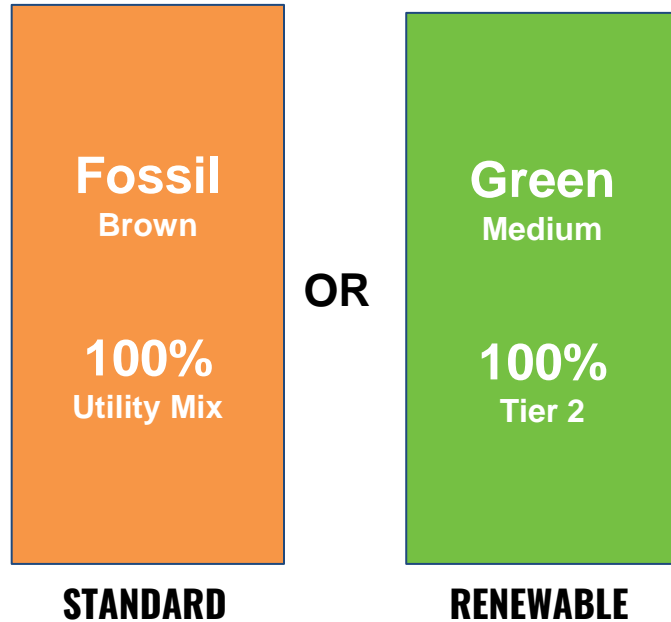
## RECs 101

- New York renewable market system based on “renewable energy certificates” - RECs
- 1 REC = 1 megawatt-hour of power put out on the grid
- NYS has designed distinct “tiers” of RECs for different policy purposes, but all to grow renewables and meet clean energy goals



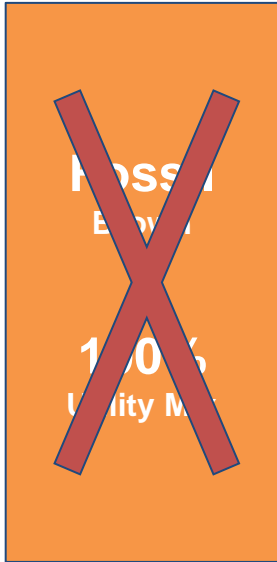
# AIMING FOR A GREENER CONTRACT

## OLD CONTRACT DEFAULT OPTIONS



# AIMING FOR A GREENER CONTRACT

## OLD CONTRACT DEFAULT OPTIONS



**STANDARD**

**Standard Supply** will no longer be offered.

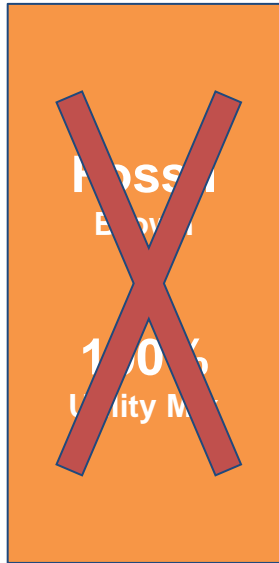
NYS regulations disallow.

Limited demand.

Inconsistent with program goals.

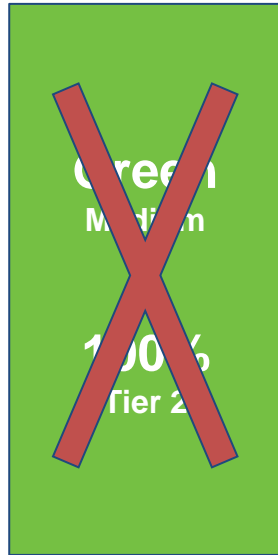
# AIMING FOR A GREENER CONTRACT

## OLD CONTRACT DEFAULT OPTIONS



**STANDARD**

OR



**RENEWABLE**

**Medium Green** cannot be offered as a default

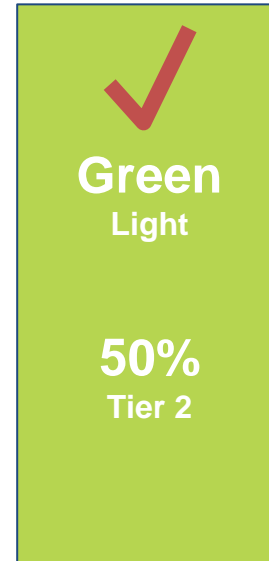
Limited Tier 2 supply

Still available as an individual opt-up

# AIMING FOR A GREENER CONTRACT

**Light Green** is our new basic offering  
(with **Medium Green** as an individual opt-up.)

## NEW CONTRACT DEFAULT OPTIONS



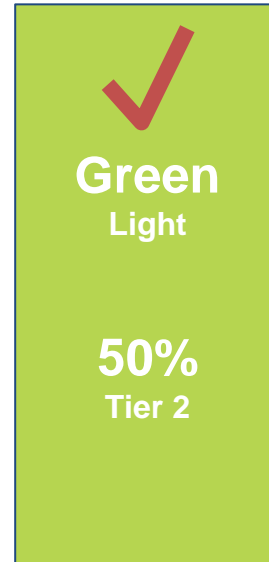
**BASIC**

# AIMING FOR A GREENER CONTRACT

**Light Green** is our new basic offering  
(with **Medium Green** as an individual opt-up.)

**Dark Green** is our intended 100% renewable offering.

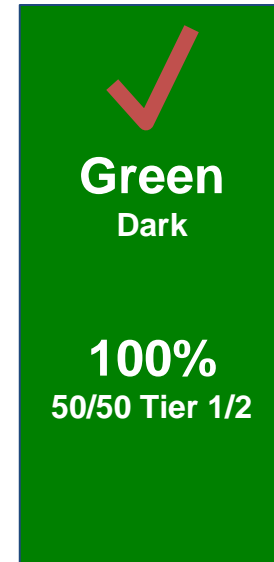
## NEW CONTRACT DEFAULT OPTIONS



**Green**  
Light

50%  
Tier 2

OR



**Green**  
Dark

100%  
50/50 Tier 1/2

**BASIC**

**ENHANCED**



# AIMING FOR A GREENER CONTRACT

**OUR GREENEST OFFERING EVER**

**Green**  
Dark

**100%**  
50/50 Tier 1/2

**ENHANCED**



# AIMING FOR A GREENER CONTRACT



# OPTIONS FOR RYE

# OPTIONS

Muni  
Default

Consumer  
Options



# OPTIONS

Muni  
Default

Consumer  
Options



1



EXIT  
=  
ConEd

None



# OPTIONS

Muni  
Default

Consumer  
Options



2

1

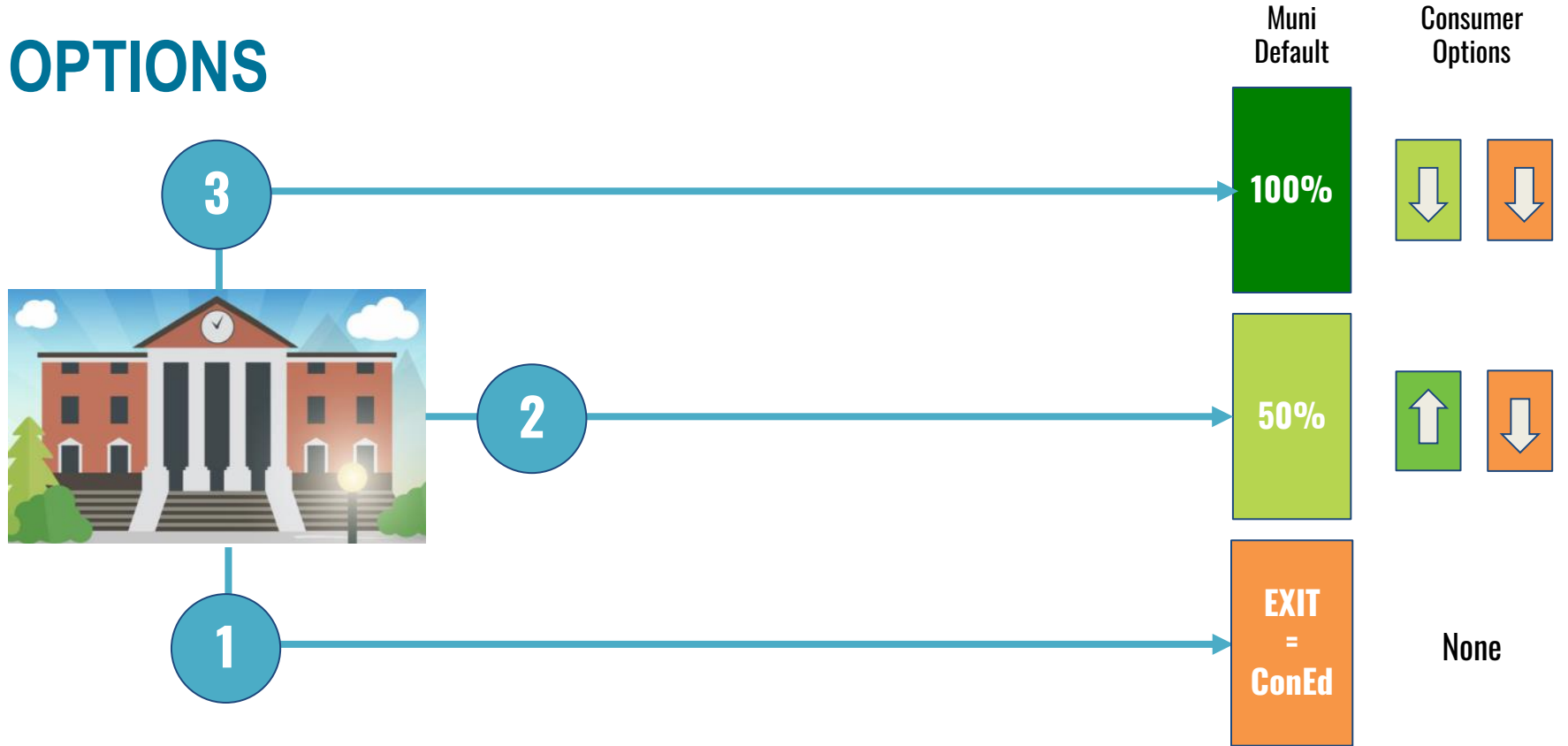
50%



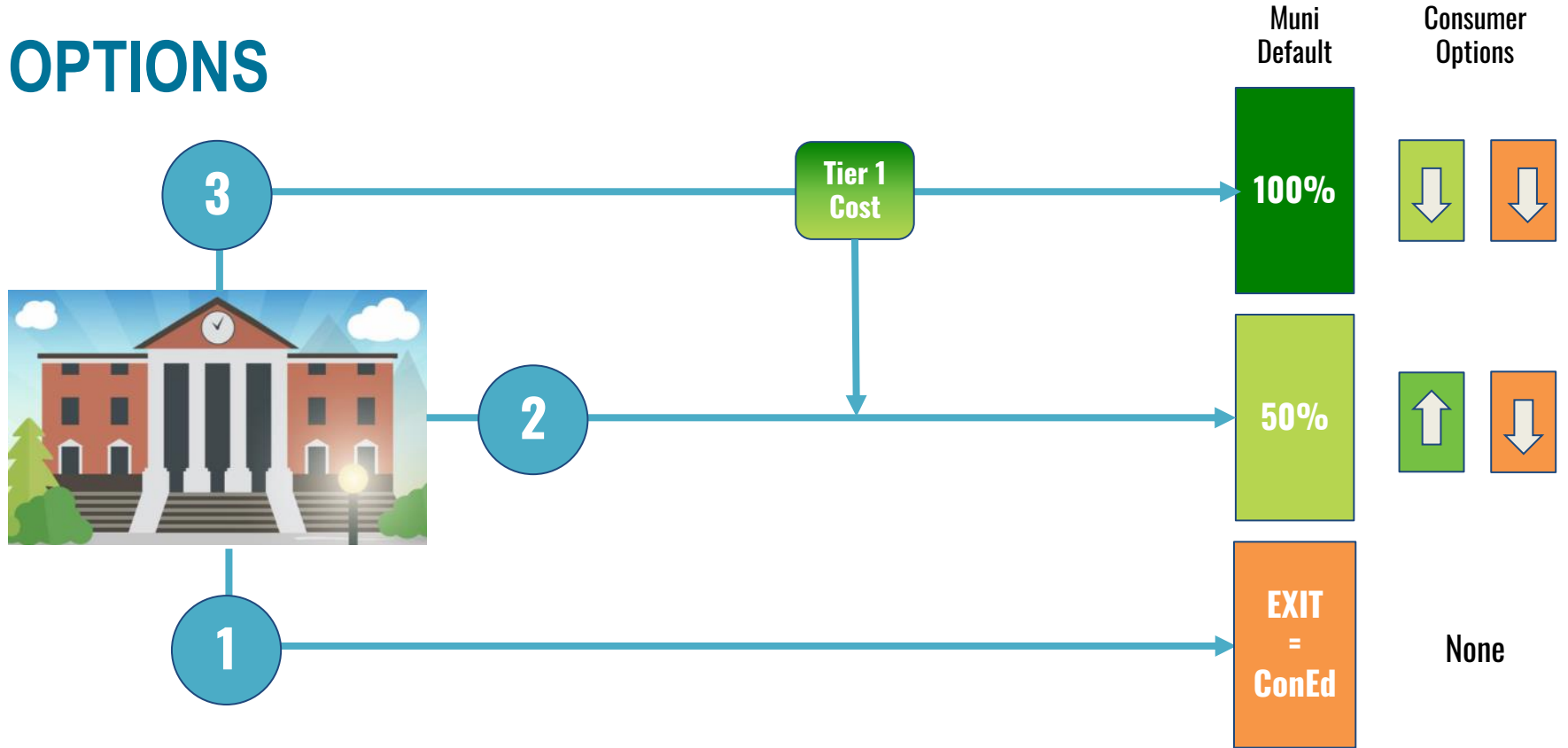
EXIT  
=  
ConEd

None

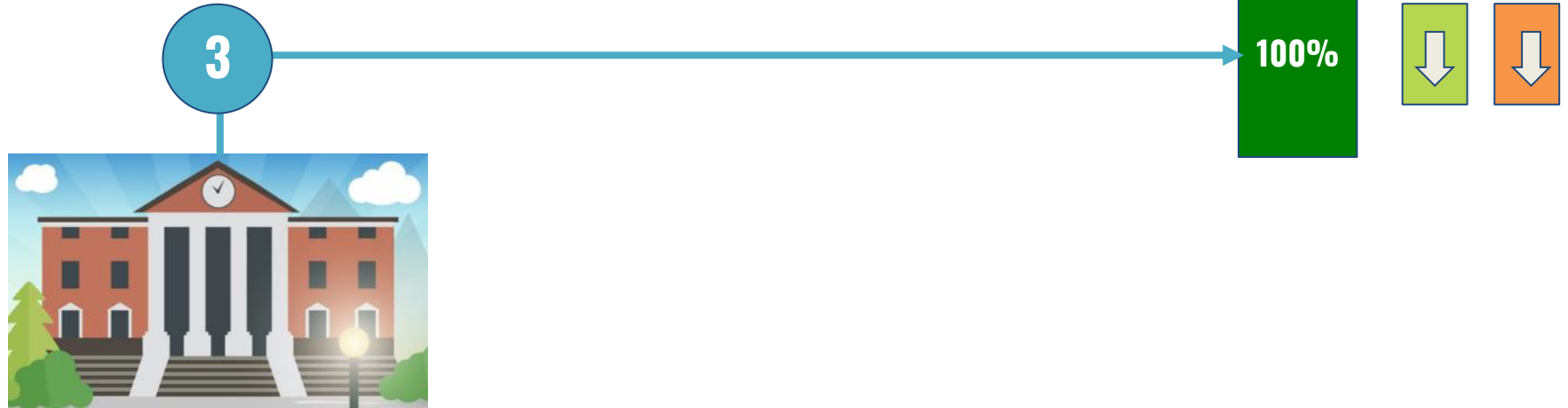
# OPTIONS



# OPTIONS



# OPTIONS



3a

“SHALL” Triggers on Price Target

3b

“MAY Approval” Chief Elected/Admin

# REQUESTED ACTIONS & TIMETABLE



## MUNICIPALITIES

By Early June \_\_\_\_\_ Approve/Sign MOU

Mid-June

By Late June \_\_\_\_\_ Sign Base Contract

July

By Late July \_\_\_\_\_ Tier 1 Contract

Amendment

August

Sept/Oct

## SUSTAINABLE WESTCHESTER

Base Contract Bid Award

Tier 1 Price Set

Tier 1 Purchase

Notification and Opt-Out

New Contract Commences



# AGENCY & IMPACT

# WHAT CAN WE DO?



# LOCAL LEADERSHIP FOR GLOBAL IMPACT



MODEL COUNTY



10th LARGEST GLOBAL GDP



INSPIRATION & IMPACT

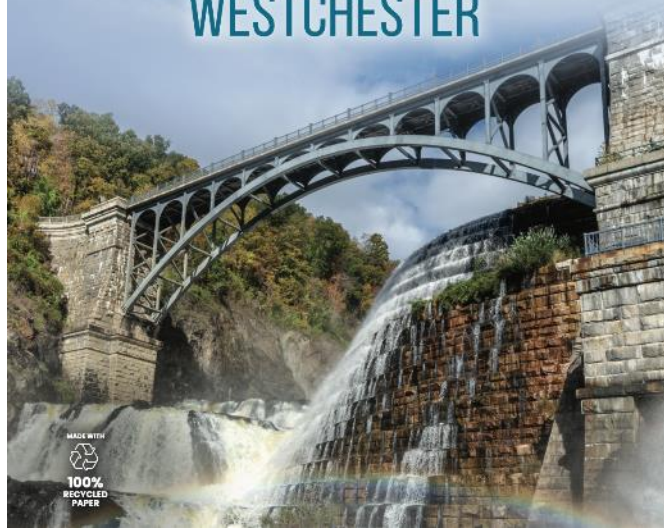
*“Do all the good you can,  
in all the ways you can, in  
all the places you can, to  
all the people you can, as  
long as ever you can.”*

John Wesley

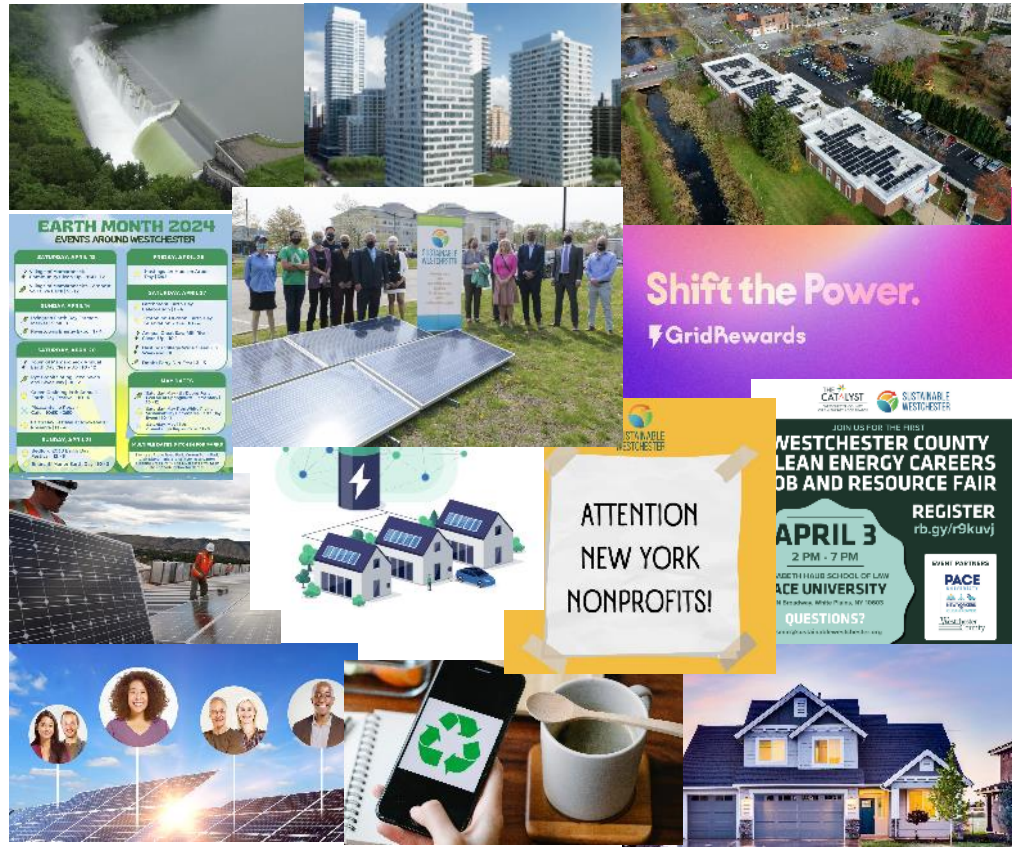




# SUSTAINABLE WESTCHESTER



MADE WITH  
  
100%  
RECYCLED  
PAPER



### EARTH MONTH 2024 EVENTS AROUND WESTCHESTER

<b>SUBSIDIZED APPLS</b>	<b>PERKUP APPLS</b>
<ul style="list-style-type: none"> <li>2-3% off on energy audits</li> <li>2-3% off on solar panel installation</li> <li>2-3% off on energy efficient appliances</li> </ul>	<ul style="list-style-type: none"> <li>Free energy audits</li> <li>Free energy consultations</li> <li>Free energy assessments</li> </ul>
<b>SMART APPLS</b>	<b>SOLAR PROGRAMS</b>
<ul style="list-style-type: none"> <li>Free energy audits</li> <li>Free energy consultations</li> <li>Free energy assessments</li> </ul>	<ul style="list-style-type: none"> <li>Free energy audits</li> <li>Free energy consultations</li> <li>Free energy assessments</li> </ul>
<b>SUBSIDIZED APPLS</b>	<b>SMART APPLS</b>
<ul style="list-style-type: none"> <li>2-3% off on energy audits</li> <li>2-3% off on solar panel installation</li> <li>2-3% off on energy efficient appliances</li> </ul>	<ul style="list-style-type: none"> <li>Free energy audits</li> <li>Free energy consultations</li> <li>Free energy assessments</li> </ul>
<b>PERKUP APPLS</b>	<b>SUBSIDIZED APPLS</b>
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# WESTCHESTER POWER PROGRAM

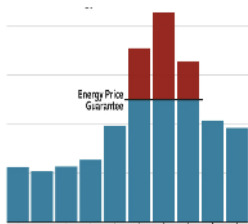
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**More Choices**



**Capped Costs**



# THANK YOU!

## Questions





# CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Update on City actions related to flooding.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council hear the presentation.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached presentation.



# CITY OF RYE FLOODING UPDATE

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**JUNE 12, 2024**





# OVERVIEW

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This presentation is intended to provide a comprehensive overview of flooding initiatives undertaken by the City since Ida (September 2021)

The efforts will be discussed in the following categories:

- Upstream Mitigation Projects
- Community Resiliency & Stormwater Improvements
- Emergency Preparedness and Response



# OVERVIEW

(from 9/21/21 Post Ida Report)

## Immediate Action Items

- City-wide Communications Review
  - Further Streamline Overall Approach
  - Additional Social Media Outlets
  - Targeted Code Red Announcements
  - Completion of City App
- Establish virtual Emergency Operations Center (EOC) for dispatch during emergencies
- Initiate Advance Flash Flood Rescue training for both PD and FD
- Install cameras and/or additional monitoring devices at Bowman Avenue Dam and other locations
- Procure additional rescue boats for PD and FD
- Designate and prepare evacuation sites pre-storm
- Residential and Business applications prioritized by City Building Department
- Systematic stormwater problem areas under review for recommended action (including County and/or State roads)



# TIMELINE

In addition to standing Flood Updates at Council Meetings, there has been significant and going work by the City Council, staff, and consultants.

## 2021

- September – October- Community Clean-up & repairs
- September – Post Storm Briefing
- November – City Council waived storm related building permit costs

## 2022

- February – Ramboll engaged to undertake Blind Brook Study
- February - Blind Book Update - 2/25/22
- May – City Council work session with Ramboll
- September – City Council work session with Ramboll and DCMC
- November – FEMA BRIC applications submitted
- November – NY Rising Projects completed
- DEC/SLR Report on Blind Brook Flood Mitigation & Resilience



# TIMELINE

## 2023

- February – City Council approves engagement of Ramboll to collect stream gauge data (ongoing)
- March – City is awarded FEMA BRIC funding for Codes & Ordinances review
- April - Envision Strategy Engagement
- June – Senator Mayer and Assemblyman Otis secured \$500k for stormwater projects
- July – County Legislator Parker secured \$200k for stormwater projects
- July -Flood Projects Update - 7/28/23
- September – City utilized ICS model, deploys Swiftwater team in response to flood event

## 2024

- February - Flood Project Update - 2/8/24
- May – Rye swiftwater rescue demonstration
- May – GZA completes SUNY Berms Environmental Impact Review
- June – City Council awards \$1 million in stormwater contracts





# NY RISING

- In 2015, NYRCR approved and funded several projects in Rye, with the Dormitory Authority of New York (DASNY) as project manager, overseeing the design and construction. After several delays and cost overruns, all projects were completed in 2022.
  - Stream gauges installed as part of the Bowman Dam Sluice gate operation
  - Updated EA and EAP for Bowman Dam
  - Clearing Upper Bowman Pond to increase water retention.
  - Storm drain replacement on Milton Road





# RAMBOLL ENGAGEMENT

- In 2022 the City engaged Ramboll Engineering.
  - ✓ First comprehensive study of Blind Brook
  - ✓ Identified 13 potential projects
  - ✓ Completed 15% design on Council priorities
- The City of Rye continues to utilize Ramboll to perform hydrologic evaluations of potential infrastructure project – including projects that have advanced to FEMA for consideration of federal funding. These include the SUNY Berms project, the Bowman Dam and Pond Extension, and the City of Rye Codes & Ordinances review.
- Most recently, Ramboll was engaged to conduct a hydrologic analysis for the proposed Nursery Field Turf Replacement project due to its location within the wetland buffer zone.



# BERMS PROJECT

---

- This proposed project will install a series of berms along the Harrison-Rye Brook border. Berms will run perpendicular to the Blind Brook and help slow the flow of water downstream, especially during high rainfall or heavy water flow events.
- This project application was submitted to DHSES under the FY22 BRIC program as a phased project and was advanced to FEMA for consideration.
- GZA has been engaged by the City to conduct a peer review of Ramboll's environmental findings related to the proposed SUNY Berms



# BOWMAN DAM AND POND EXTENSION

This project will either extend the height of the Bowman Ave Dam by adding onto the current structure or rebuilding the dam if the current structure cannot feasibly be extended as is.

- This project was submitted to DHSES under the FY22 BRIC Program for project scoping. However, it was not advanced to FEMA as the project scoping sub applications received for BRIC exceeded the available allocation allowed for New York State. DHSES has offered to provide additional technical assistance in advance of the next subapplication funding opportunity to make the application more competitive.
- The City will be resubmitting this application in the 2024 BRIC cycle.





# CODES AND ORDINANCES REVIEW

This project will examine a variety of eligible activities under the Capability & Capacity Building portion of BRIC such as

- 1) Assessing and updating the City of Rye's Floodplain Ordinance and Enforcement
- 2) Assessing and potentially updating the City of Rye's building codes
- 3) Becoming a NFIP Community Rating System participant
- 4) Undergoing the Building Code Enforcement Grading System rating process
- 5) Developing a strategy to address any Severe Repetitive Loss (SRL) or Repetitive Loss (RL) properties
- 6) Developing deeper partnerships with area communities/partners/stakeholders.

- This project application was submitted to DHSES under FY22 BRIC program and was funded by FEMA.
- City staff submitted the required quarterly report for this project to DHSES & FEMA in March and is reviewing an updated proposal from DCMC to assist the City with execution of this project. Notably, this project could make future BRIC construction applications more competitive.





# DEC/SLR STUDY

In 2022, the New York State Department of Environmental Conservation partnered with SLR to conduct an analysis of the Blind Brook watershed as part of the Resilient New York Program.

- City staff is using this report to identify downstream resiliency projects that are eligible for state and federal funding. This includes resiliency measures for buildings in impacted residential neighborhoods, the Central Business District, and the surrounding areas.
- In 2023, the study results were utilized to secure the \$5 million BRIDGE NY Grant for the Locust Ave. Bridge Replacement.
- The study will be utilized for the Climate Smart Communities Grant Program in the upcoming CFA.



# NEIGHBORHOOD RESILIENCY

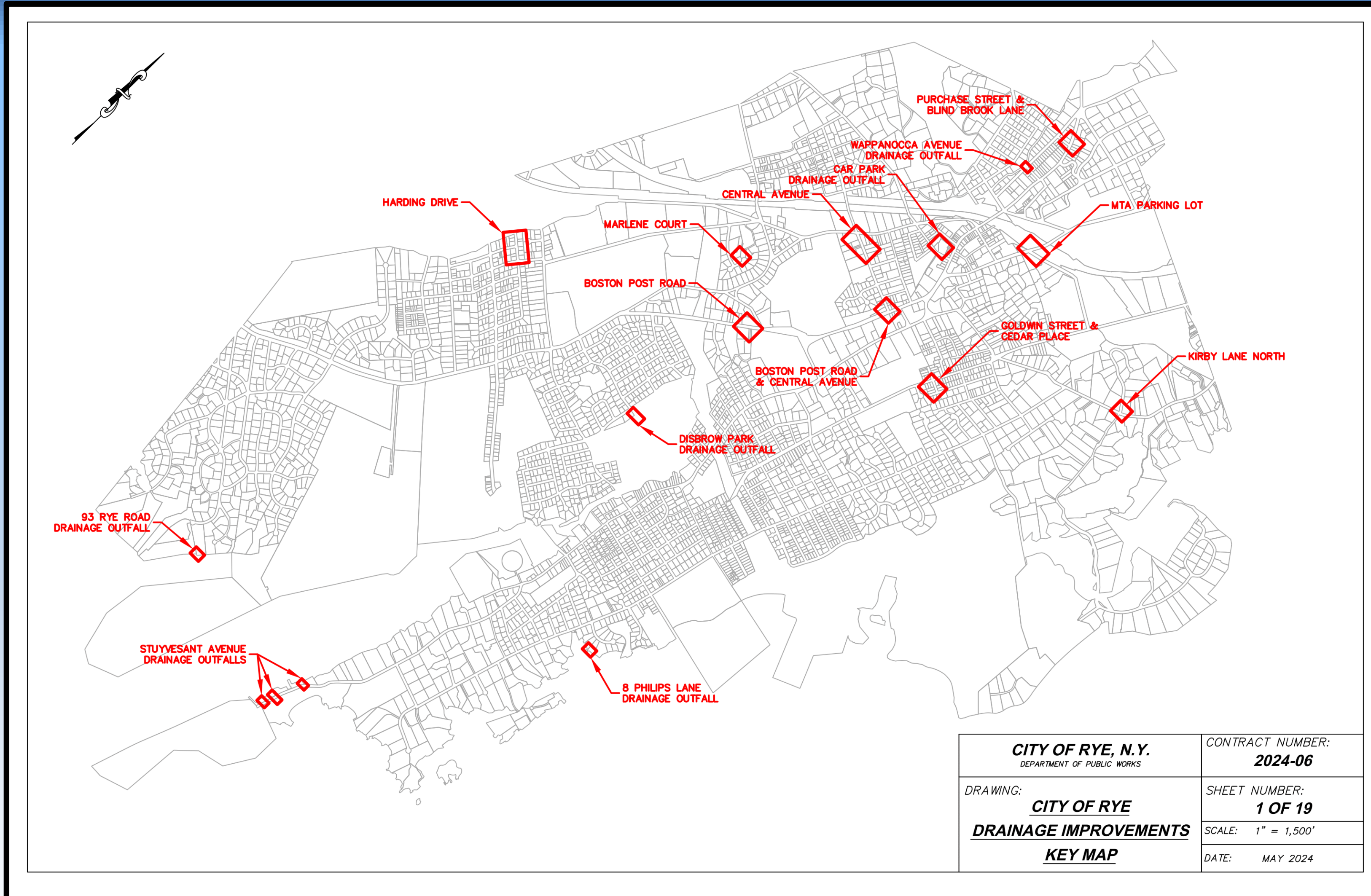
The City's aging and undersized stormwater system contributes to neighborhood flooding.

- Beginning with the 2023 budget, the City Council established an annual \$250k investment for flood mitigation and resiliency.
- In the 2022, the City was awarded \$500k from Assemblyman Otis and Senator Mayer for stormwater improvements
- As part of the 2024 County budget, County Legislator Catherine Parker secured \$250k for stormwater improvements.
- At the June 12 meeting, the City Council will award \$1 million in stormwater improvements. This is the largest system improvement in recent memory





# NEIGHBORHOOD RESILIENCY



- Installation of new and replacement stormwater catch basins and piping
- Installation of tide check valves at various locations to reduce the backwater impacts of the Long Island Sound and Blind Brook into the stormwater systems.





# USACE

- In April 2021, the City received a Federal Interest Determination, documenting Federal Interest in a flood risk management project to address flooding from the Blind Brook. (Formal submittal request in 2019)
- This came as a result of previous work by the City, and a formal submitted request in April 2019.
- Beginning mid last year, representatives from Envision Strategies have been engaged in discussions with USACE regarding a potential study under section 205 of the Continuing Authorities Program (CAP)
- The scope for a proposed feasibility study focused on measures within the areas south of the I-95 culvert and north of the Nature Center in Rye.

These measures include:

- Stream bank/wall enhancements/repairs and modification, including the area abutting the contemplated Locust Ave bridge replacement.
- General resiliency measures to protect and minimize damage to our Central Business district, including floodproofing of critical infrastructure; and
- The possible creation of any floodplains for overflow during significant storm events

Envision also assisted with advancing a Congressional Appropriations Request for funding to program the Bowman Dam Sluice Gate



# LOCUST AVE. BRIDGE

- The City of Rye received \$5 million under the BRIDGE NY Program for the replacement of the Locust Avenue bridge over Blind Brook.
- The City has also advanced a Congressional Appropriation request for an additional \$5 million.
- City staff is currently working to identify additional funding sources to apply toward this project and we expect to advance an application for this project under the upcoming CFA.





# EMERGENCY RESPONSE & PREPAREDNESS

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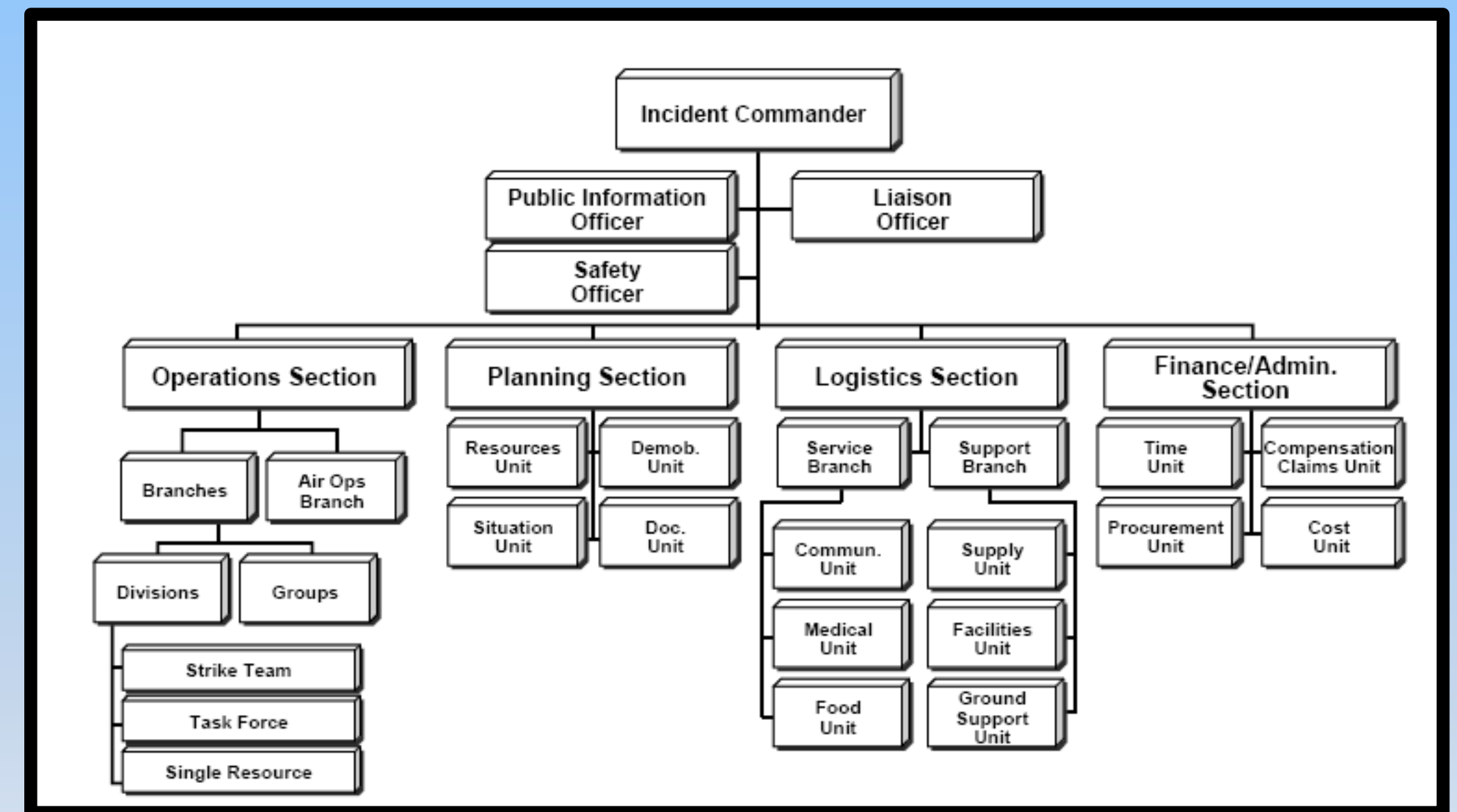




# INCIDENT COMMAND SYSTEM



- The Incident Command System, or ICS, is a standardized, on-scene, all-risk incident management concept. ICS allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries.
- In 2023, key City of Rye Department heads and staff were trained on ICS through the FEMA Emergency Management Institute. Rye is one of the first cities in the region to require this training.
- The ICS model was first deployed by the City during the September 2023 storm event.



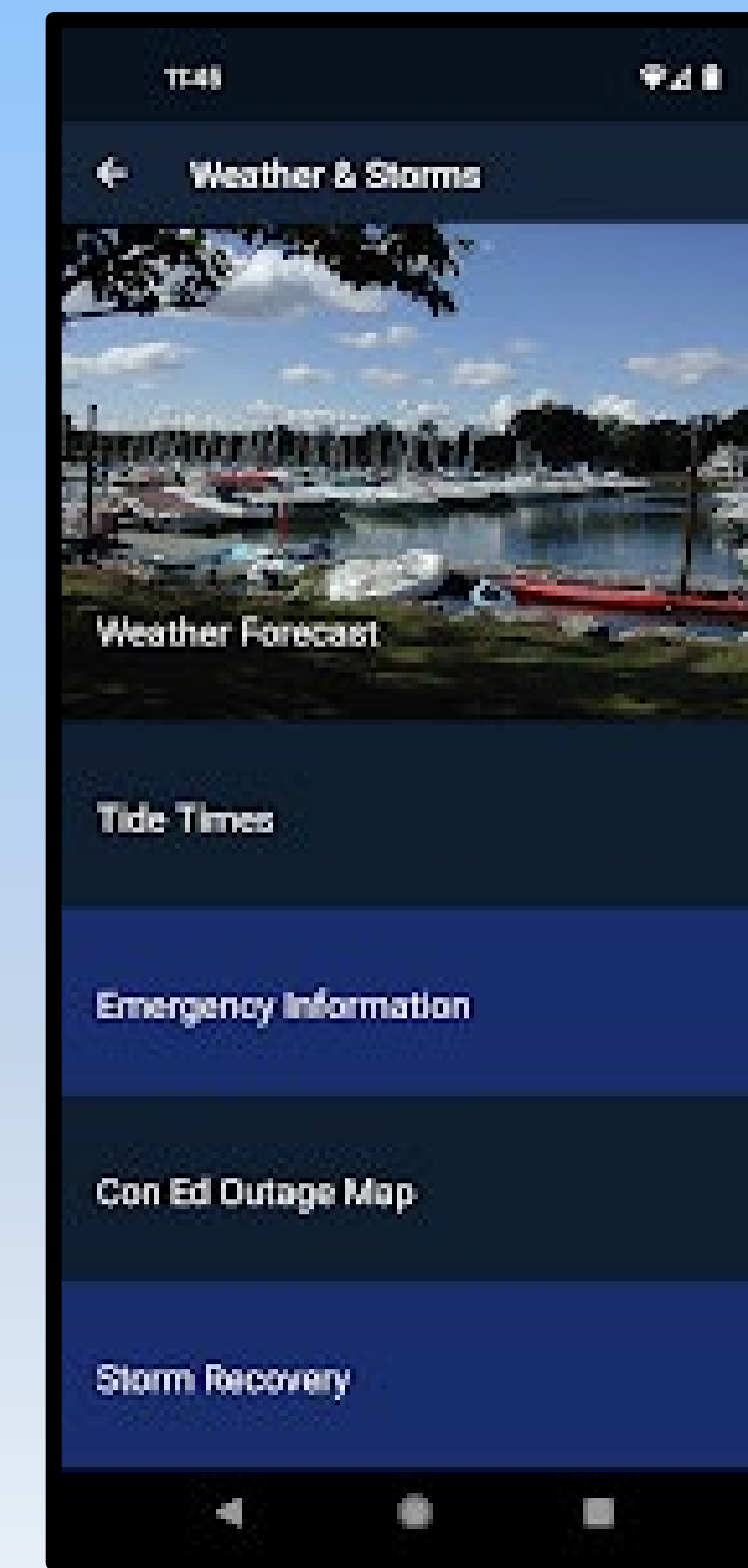
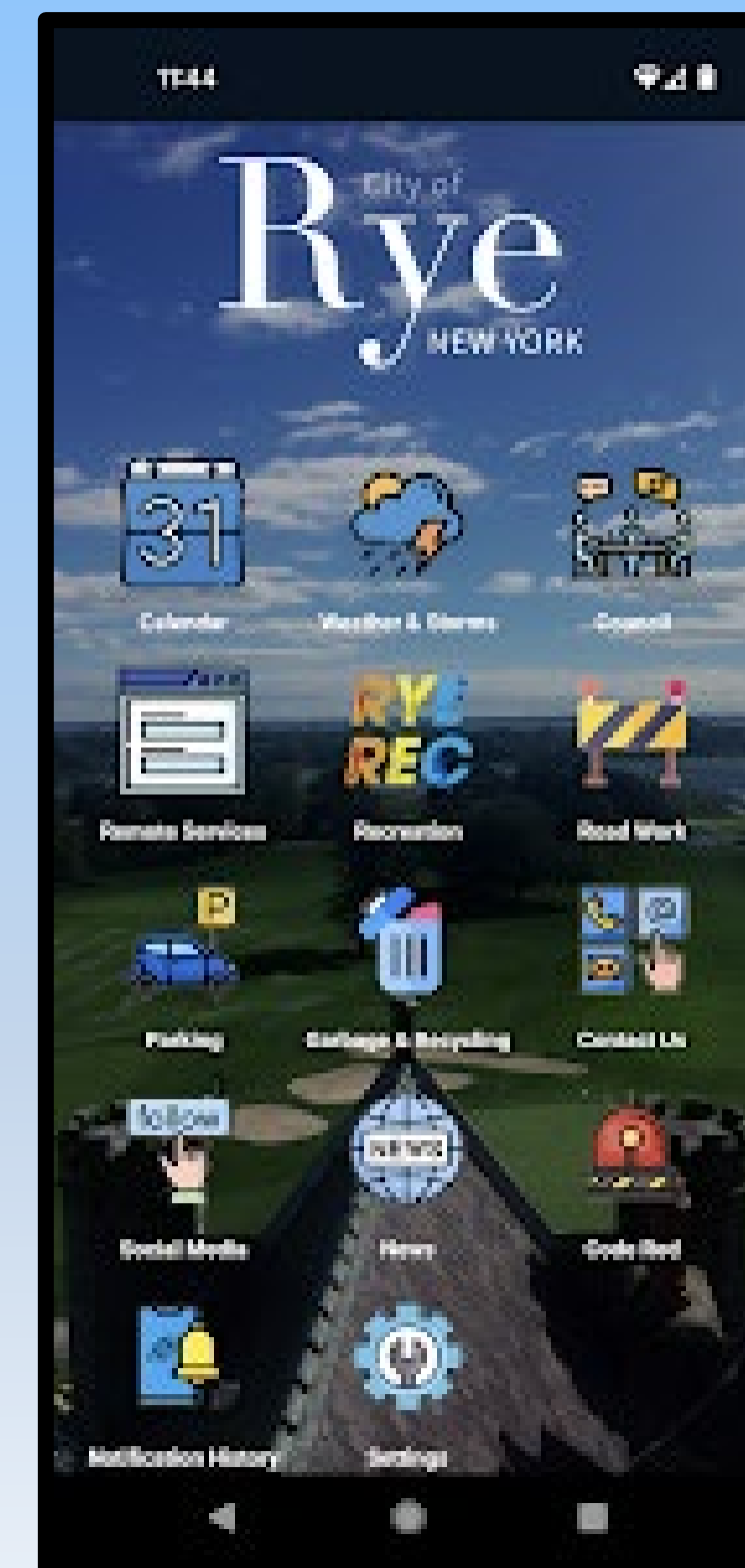




# IMPROVED EMERGENCY COMMUNICATIONS



- Beginning in 2022, the City undertook a comprehensive review and overhaul of its resident communications.
- The City developed and launched the City of Rye Mobile App which allows the City to push messages directly to users' mobile devices.
- The App also has a direct connection to Code Red for emergency notifications and updated information on weather alerts and power outages.
- The City also used two social media platforms and the City ListServ to deliver consistent messaging during storm events.
- Messaging across all platforms is coordinated and consistent





# SEPTEMBER 29, 2023



## WEATHER EVENT

- Activated Emergency Operations Center
- Utilized Incident Command System
- Utilized each communication tool (Mobile App, CODE Red, social media, ListServe, City website, etc.) to provide a consistent message across the City throughout the day. This included directives regarding moving vehicles to higher ground and evacuations.
- Deployed Swift Water Team





# ADDITIONAL EMERGENCY RESPONSE EQUIPMENT

- The City has significantly invested in emergency equipment that can be deployed in response to flooding incidents or other emergency events, including:

- ✓ Back-Up Generators
- ✓ ATVs
- ✓ High-water SUV
- ✓ Swift water trailer and equipment







# COMMAND POST / EMERGENCY OPERATIONS CENTER



- In the event of an activation, the City has several facilities that can serve as the City's Command Post/Emergency Operations Center.
- The City has also identified several evacuation sites that will allow us to give temporary shelter to Rye residents. This work included site visits and meetings with building managers to ensure ADA accessibility, restroom availability, etc.
  - Rye Recreation
  - Rye Country Day School
  - Vienna Senior Housing
  - Rye Golf Club
  - Highland School
  - Midland School



# SWIFT WATER RESCUE TRAINING



- In August, the Rye Swiftwater Rescue team will become the only accredited Swiftwater rescue team in Westchester County.
- This invaluable training will better prepare Rye first responders in assisting our residents and greater community in the event of future flood emergencies.
- Team make-up is 50/50 police and fire under FD command.







# SWIFT WATER RESCUE EXERCISE



- The Rye Fire Department and Police Department held a swift water rescue demonstration on Saturday, May 4th to showcase the departments' proficiency in water rescue operations



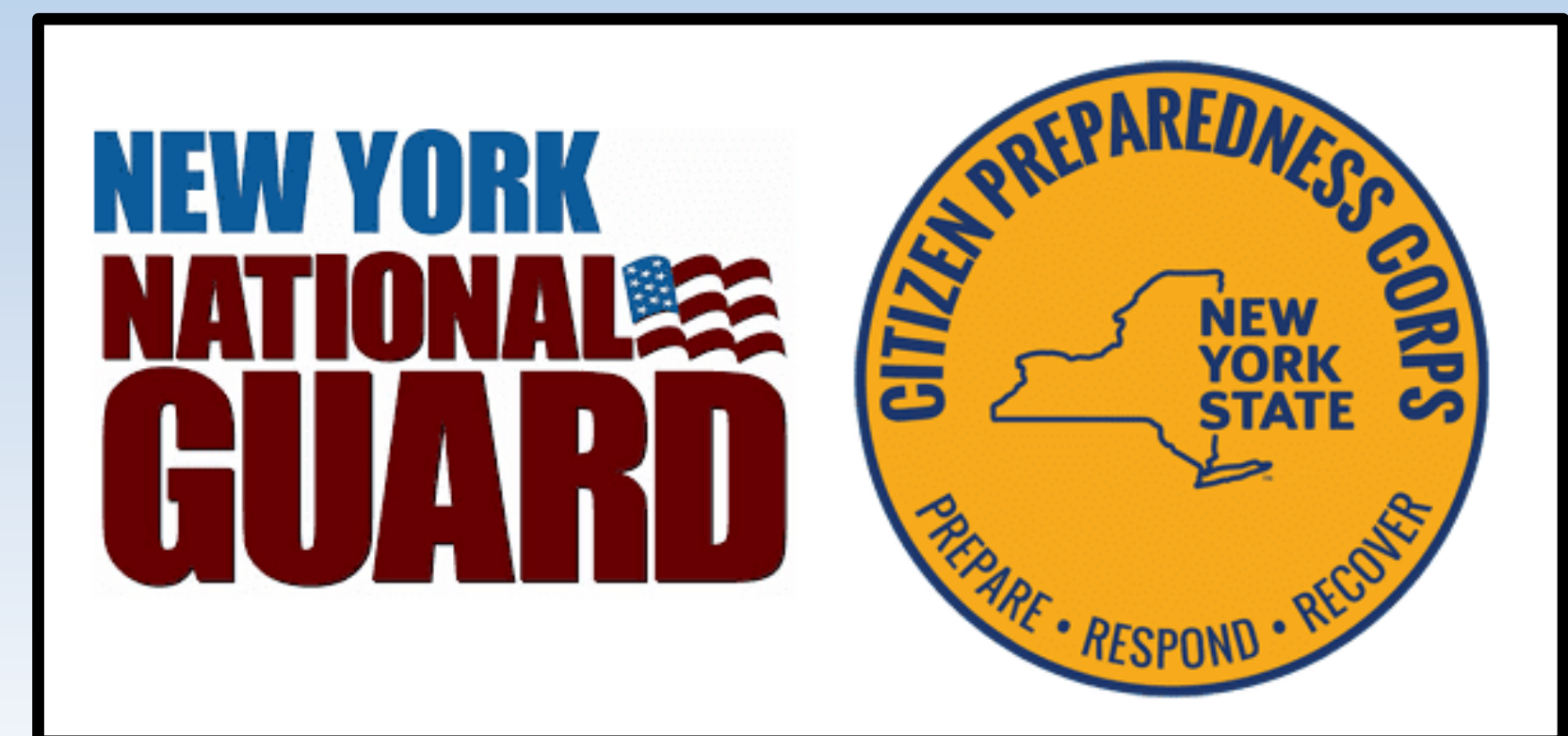




# ADDITIONAL/ONGOING MEASURES



- In March, City staff met with Con Edison representatives to discuss restoration prioritization and ensure utility service to the City of Rye is restored in a reasonable timeframe following an outage.
- Since 2022, the City continues to assist on mutual aid calls with neighboring municipalities. These agreements can be of assistance to the City of Rye during a significant event here.
- The City upgraded its radio system for emergency services to ensure interoperability with Metro North and neighboring jurisdictions.
- The City will be hosting DHSES and the New York National Guard for a Citizen Preparedness Corps training in September.







# NEXT 12 MONTHS

- City staff will be focused on aligning identified resiliency projects with funding opportunities available under the Consolidated Funding Application (CFA) and the NY Environmental Bond Act.
- This includes the Green Innovation Grant Program and the Resilient Watershed Implementation Program – which will be released later this summer.
- The City will be applying for flood resiliency projects in the upcoming CFA
- Some of these matters will require Council action.
- Construction on neighborhood stormwater projects will occur later this summer/early fall
- We will continue to work with our Federal representatives to advance our Appropriations requests.
- Work will begin on the FEMA Codes & Ordinances review with DCMC
- City sponsored resident preparedness training



THANK YOU







# CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Resolution authorizing the City Manager to submit an application for a Water Infrastructure Improvement Act (WIIA) grant.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council consider authorizing the application.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached resolution.



## **CITY OF RYE**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RYE AUTHORIZING THE FILING OF THE WIIA GRANT AND IDENTIFYING THE SOURCE OF FUNDS FOR THE PROJECTS IDENTIFIED IN THE CITY OF RYE'S WIIA CLEAN WATER GRANT APPLICATION**

RESOLVED, that the City Council authorizes the City Manager, in line with his powers and duties, to sign the requisite Application Form in order to apply for funding through the WIIA Clean Water Grant Program from the New York State Environmental Facilities Corporation ("EFC") to enable repairs to the City's sewer system; and authorize the undertaking of the project, if awarded, and

RESOLVED, that the City is seeking funding to support a sewer improvement project with a total project cost estimated at \$15,690,900; and

RESOLVED, that the funding of said project is already supported through a New York State Department of Environmental Conservation Water Quality Improvement Grant in the amount of \$10,000,000, which is committed and appropriated for the project; and

RESOLVED, that the City has also previously appropriated \$4,394,500 to match the Water Quality Improvement Grant from its General Capital Projects Account, leaving a remaining funding need of \$1,296,400 for the project; and

RESOLVED, that in order to meet this remaining capital need, the City is requesting grant funding in the amount of \$324,100, and has identified and authorizes the appropriation of \$972,300 from the following funding sources to meet the requisite 75% match as indicated in the City of Rye's WIIA Grant application:

Design, Bidding, & Construction Phase Services for Manhole Defect Repairs:- \$220,500  
- General Capital Projects Account

Design, Bidding, and Construction Phase Services for Sanitary Sewer Dig and Replace Repairs-  
\$532,050 - General Capital Projects Account

Design, Bidding, and Construction Phase Services for Sanitary Sewer Improvements -  
\$219,750- General Capital Projects Account



The total funding appropriated via the above sources is \$972,300, representing the City's required match amount if awarded, and

FURTHER RESOLVED, that this resolution acts as confirmation of all funds referenced are appropriated toward the project, authorizes the subsequent undertaking of the project, maximum total costs, and represents the City's obligation to use the appropriated funds to meet the required local match for the requested grant.

ROLL CALL

Ayes:

Nays:

STATE OF NEW YORK)  
COUNTY OF WESTCHESTER)  
CITY OF RYE)

I, (\_\_\_\_\_), Clerk of the City of Rye, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Rye City Council at a regular meeting duly called and held in person (\_\_\_\_\_) by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Rye, New York, this (\_\_\_\_) day of June, 2024.

\_\_\_\_\_  
City Clerk



# CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Resolution authorizing the City Manager to request an increase in Metro North commuter lot parking permit fees.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council consider the resolution.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached memo and resolution.

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



Tel: (914) 967-7411  
E-mail: gusry@ryeny.gov  
<http://www.ryeny.gov>

**CITY OF RYE**  
**Office of the City Manager**

**Inter-Office Memorandum**

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**To:** Mayor Cohn and Rye City Council  
**From:** Greg Usry, City Manager  
**Date:** June 7, 2024  
**Re:** Metro-North Commuter Lot Permit Fees

---

**Background:**

Under the 1975 lease agreement with the MTA, the City operates, maintains and manages the MTA parking lot adjacent to the Metro North Station. All parking lot revenues are split 50/50 between the MTA and the City with the City bearing 100% of the cost of maintenance and repair. Under the terms of the lease, the City is required to seek approval from the MTA for any permit fee increases.

In addition to the MTA owned lot, the City owns and operates two municipal lots (Highland and Cedar). The permit fees are the same for the MTA lot and Cedar/Highland. Over the last fifteen years, the City (with MTA consent) has increased parking permit fees four times from \$720 in 2011 to \$1,005 in 2020 (an annualized average of approximately 3%).

Rye MTA Fees	
Year	Permit Fee
2011	\$720
2014	\$760
2019	\$874
2020	\$1,005

The City sells 1,000 permits annually for the three lots (748 for the main lot and 252 for Highland/Cedar). Although the waitlist varies annually there are currently 400 on the waitlist for permits.

Over the last ten years, due to aging pavement, inadequate stormwater systems and frequent flooding (Highland) the lots have required more frequent and extensive maintenance and capital investment. Over the last 24 months, the City has invested over \$250,000 in lot milling, paving, and resurfacing as shown in the table below (in addition to the \$50-70,000 in regular maintenance). Even these investments fail to resolve the significant paving condition and drainage issues at the lots which are estimated to cost \$3

and \$6 million. We expect that the annual maintenance expense to accelerate/increase in the next several years.

Considering the ongoing operating expenses, expected capital reinvestment and overall inflationary increases in the last five years, I believe it is appropriate to increase the permit cost by \$100 (an annualized increase of 2% since the last increase).

### Expenses

The cost of routine maintenance and upkeep for the lots has increased in recent years. The primary costs the City faces associated with operating the lots come from plowing and salting in the winter and fixing potholes and other pavement issues. While difficult to calculate, the City also bears administrative expenses, policing, and cleaning costs related to lots. Plowing, salting, and pavement spot repairs cost the City approximately \$50-70k each year but have been as high as \$100k in the recent past due to storms. This ignores the recent and ongoing inflationary costs related to labor and materials. From 2019-23 alone the New York State Inflation Factor was 15.35%.

Separate and apart from regular maintenance and operating costs is capital reinvestment. Similar to our road deterioration the lots are continuing to degrade, due to age and use. Some areas (Highland lot, areas adjacent to Rye Bar and Grill, along the McCullough Place etc.) are also susceptible to flooding and ponding. In just the last 24 months we have spent \$250k repaving sections of lots. Unfortunately, this work is but a small fraction of an estimated \$3-6m undertaking.

### Revenues

In FY 2023, the City received \$363,000 (50% of total collected) in permit revenue for the Metro-North lot, plus \$247,000 for the remaining commuter lots. An increase of 10% (2% annualized since the last increase) would increase our annual collections by approximately \$60,000. For the permit holder the permit cost would increase from \$1,005 to \$1,105.

### Rate Comparison

In the chart below you will find a comparison of annual permit rates by municipality. As you will see those costs vary widely. You will also note that for lots owned/controlled by the municipality there are significant differences between resident and non-resident rates. In our last increase request to the MTA, we asked to provide residents with a lower rate. Unfortunately, the MTA does not permit that discretionary difference; thereby forcing us to keep resident/non-resident rates the same.

MTA Station Parking Permit Fees			
Municipality:	Non-Resident Rate:	Resident Rate:	Maintained by Municipality
Village of Scarsdale	N/A	\$2,200	Yes
Village of Croton-on-Hudson	\$1,852	\$1,852	Yes
Village of Tuckahoe	\$1,700	\$1,700	Yes
Village of Bronxville	N/A	\$1,250	Yes



City of Mount Vernon	\$2,100	\$1,100	Yes
<b>City of Rye</b>	<b>\$1,005</b>	<b>\$1,005</b>	<b>Yes</b>
Village of Pelham	N/A	\$960	Yes
Village of Port Chester	\$850	\$850	No
Town of Harrison	\$1,000	\$750	Yes
Town of Harrison (MTA Lot) *			No
Village of Mamaroneck	\$1,100	\$625	Yes
Town of New Castle	\$1,450	\$600	Yes
Village of Ossining	\$1,100	\$575	Yes
Town of Bedford	\$1,341	\$556	Yes
Village of Tarrytown	\$1,405	\$500	Yes
Village of Dobbs Ferry	\$1,400	\$500	Yes

\*Daily parking only, \$4.75 for 16 hours, \$7.50 for 24 hours.

## Waiting List

Although COVID did reduce our permit waiting list, we still maintain a sizable list. Beginning in 2022 the waitlist for the Highland/Cedar lots declined and has now been exhausted. Below is a summary of permits for the lots, as well as the current waitlist. For many years we have “oversold” permits relative to available spaces. This is based upon the desire to maximize available permits for commuters while assuring that there are available spaces for all permit holders. Please note that some included in the waitlist for the Main lot do have permits for Highland/Cedar.

The current waitlist of 400 has been relatively consistent in recent years, with approximately 50-100 non-renewals annually and a similar number of new permits requested. The estimated waiting time for a permit is 3-5 years for those on the waitlist.

Parking Permits			
Lot	Spaces	Permits Issued	Waitlist
MTA Main Lot	450	748	399
Highland/Cedar	150	246	0

## Recommendation

In order to increase permit fees we are required to submit a formal request to the MTA for consideration. This was last done in 2019 for the 2020 permit year. Beginning in September we start the renewal process. In order to provide sufficient time for the MTA request to be considered I am requesting that you authorize a 10% increase, effective for the 2025 permit year.

Furthermore, given the significant needs in the lot, I am further recommending that the entire increase be dedicated to lot improvements. This \$60,000 annual expenditure will supplement the annual maintenance monies.



# CITY OF RYE

## RESOLUTION

**WHEREAS**, the City of Rye operates and manages the Metro North parking lot (the “MTA Lot”) owned by the Metropolitan Transportation Authority (MTA) at the Rye Station; and

**WHEREAS**, pursuant to a 1975 lease agreement with the MTA the City agreed to split all commuter permit revenue 50/50 with the MTA; and

**WHEREAS**, the MTA must approve any increase in permit fees; and

**WHEREAS**, it has been five years since permit fees were increased; and

**WHEREAS**, the City faces increasing maintenance, materials, labor, and capital improvement costs associated with operating the MTA Lot; and

**NOW, THEREFORE BE IT RESOLVED**, that the City Manager is authorized to formally request a parking permit fee increase of 10% for all commuter parking permits in the MTA Lot which would be effective on January 1, 2025.



# CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Resolution authorizing the City Manager to enter into a license agreement with the owners of 1097 Boston Post Road.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council consider authorization.

RESOLVED the City manager is authorized to enter into a license agreement with the owners of 1097 Boston Post Road.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached license agreement.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this \_\_\_\_\_ day of June 2024 by and between the City of Rye, a municipal corporation organized and existing under the laws of the State of New York with an address at 1051 Boston Post Road, Rye, NY 10580 (hereinafter “City” or “Licensor”), and Santa Alba, Anna Reggiano and Loreto A. Della Posta, trustees of the Della Posta Family Irrevocable Trust #2 dated April 11, 2016, owner of the property located 1097 Boston Post Road, Rye, NY 10580 otherwise known as Section 146-7, Block 3, Lot 25 on the tax map of the City of Rye (hereinafter “Licensee” and “Licensee’s Property” respectively). Licensee’s Property is more fully described as set forth in Schedule A attached hereto. A copy of the survey of Licensee’s Property showing the existing improvements is annexed hereto as Exhibit A.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

### Section 1: Grant of License; Description of Premises

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the section of City-owned property where the existing retaining wall located on the northern boundary line of the Licensee’s Property encroaches onto said City owned property as shown on the survey annexed as Exhibit A (the “Licensed Area”).

### Section 2: Transferability

This license is non-transferable, except to all subsequent owners of Licensee’s Property.

### Section 3: Limitation to Described Purpose

The Licensed Area may be occupied and used by Licensees solely and exclusively for the purpose of the continued existence of the encroaching portion of the retaining wall, and maintenance of same. The encroachment may not be increased in any way.

### Section 4: Duration and Termination

This license shall commence upon execution. The license shall not be revoked for as long as the existing improvements in the Licensed Area remain. If the improvements no longer exist on the Licensed Area (except if removed due to natural disaster, including but not limited to accidental fire), Licensor shall the right to terminate the License upon thirty (30) days written notice to Licensee. Licensees may cancel this License Agreement solely at their own cost and expense, removing the improvements and restoring the Licensed Area to the previous condition, and thereafter providing the City written notification that they have cancelled the License Agreement.



## Section 5: Access

Licensor retains the right to access any portion of the Licensed Area for any governmental purpose upon five (5) days' written notice to Licensee, except that Licensor shall have the right to immediately access said portion of the Licensed Area in the event of an emergency.

## Section 6: Indemnification/ Hold harmless

In exchange for the granting of this License Agreement, the Licensee, its successors, heirs and assigns hereby agree to release, defend, indemnify and hold harmless the City, and its officials, officers, agents, and employees harmless from and against all damage, liability and claims of any nature whatsoever, including reasonable attorney fees, legal defense costs as well as settlements, judgments, fines and penalties of any nature whatsoever, and liability, arising out of or in connection with this agreement and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from the existence of the encroachment within the Licensed Area and any negligent, reckless, or intentional act or omission of the Licensees, their agents, assigns, heirs, employees, invites, contractors, and any of their sub-contractors in connection with use of the Licensed Area. Further, it is expressly understood that such indemnity of the Licensor shall not be limited by reason of enumeration of any insurance coverage provided.

## Section 7: Written Agreement as Entire Understanding of Parties

This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and executed by the parties.

## Section 8: Delivery of Notices

Any notice mailed or delivered to Licensee at the Licensee's Property shall be adequate notice to Licensee hereunder. Any notice mailed or delivered to City c/o Kristen Wilson, Esq., at 1051 Boston Post Road, Rye, NY 10580, shall be adequate notice to Licensor hereunder.

## Section 9: Effective Date

This License Agreement shall become effective upon full execution by both parties ("Effective Date").

## Section 10: Insurance Coverage

The Subject Property shall be added to the Licensee's liability and property damage insurance policy which shall name the City as an additional named insured and shall include a thirty-day notice of cancellation clause. A certificate of insurance shall be filed with the City.

The Licensee shall furnish to the City Certificates of Insurance as evidence of coverage prior

to the Effective Date and naming City as an Additional Insured by endorsement on Licensee's liability and property damage insurance policy. The Licensee acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The failure of the City to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the City.

All certificates of insurance shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the City. Policies that lapse and/or expire during term of the License Agreement shall be recertified and received by the City no less than thirty (30) days prior to expiration or cancellation.

The cost of furnishing all insurance coverages shall be borne by the Licensee. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

**IN WITNESS WHEREOF**, the undersigned have caused this License Agreement to be executed as of the Effective Date.

**For the Licensor**  
**City of Rye**

**For the Licensee**

By: \_\_\_\_\_

\_\_\_\_\_  
SANTA ALBA, Trustee

\_\_\_\_\_  
ANNA REGGIANO, Trustee

\_\_\_\_\_  
LORETO DELLA POSTA, Trustee

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Santa Alba personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Anna Reggiano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Loreta Della Posta personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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





## SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester and State of New York, known and designated as Lot No. 1 on a certain map entitled, "Subdivision of Property situate in the Village of Croton-on-Hudson, Town of Cortlandt, Westchester County, New York known as Stark Acres", said map being filed in the Office of the Westchester County Clerk's Office, Division of Land Records on 10/02/1985 as Map No. 22072, said premises being bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Harrison Street and the division line between Lot Nos. 1 and 2 as shown on the aforesaid filed map;

RUNNING THENCE along said northerly line of Harrison Street, South 52 degrees 32 minutes 40 seconds East, 60.00 feet to a point on the easterly line of lands now or formerly of Roger and Maureen Jones;

THENCE along same North 22 degrees 24 minutes 10 seconds East, 127.40 feet to a point on the division line between Lot Nos. 1 and 2 as shown on the aforesaid filed map;

THENCE along same South 83 degrees 37 minutes 30 seconds West, 66.10 feet and South 22 degrees 24 minutes 10 seconds West, 80.00 feet to a point on the northerly line of Harrison Street, said point being the point and place of BEGINNING.

EXHIBIT A



# CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Resolution authorizing the City Manager to execute an intermunicipal agreement with the County of Westchester to provide a positive youth development program.

**FOR THE MEETING OF:**

June 12, 2024

**RECOMMENDATION:** That the Council consider the agreement.

RESOLVED the City Manager is authorized to execute the IMA with the County of Westchester to provide a positive youth development program.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached intermunicipal agreement.



**INTERMUNICIPAL AGREEMENT**

**THIS INTER MUNICIPAL AGREEMENT** (“Agreement”), made the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

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

**CITY OF RYE**, a municipal corporation of the State of New York, having an office and place of business at 21 Locust Avenue, Rye, New York 10580 (hereinafter referred to as the “Municipality”).

**WITNESSETH:**

**WHEREAS**, the County of Westchester (“County”), acting by and through its Office of Youth Bureau (“Youth Bureau”), desires that the Municipality Youth Development program entitled “YOUTH COUNCIL” (the “Program”); and

**WHEREAS**, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

**FIRST:** The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof (the “Work”). In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed **Five Thousand Dollars (\$5,000)**, as budgeted in accordance with Schedule “B,” which is attached hereto and made a part hereof, payable quarterly, upon approval of the same as to form and manner by the Director of the Westchester County Youth Bureau, (the “Director”), and which amount shall be contingent upon receipt of said amount by the County from the New York State Office of Children and Family Services (“NYSOCFS”), for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports in the manner prescribed by the County.

Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Director. In no event shall payment be made to the Consultant prior to completion of all Work and the approval of same by the Director.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

**SECOND:** The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records

related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

**THIRD:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “C,” entitled “Standard Insurance Provisions,” which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “C,” 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 its 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.

**FOURTH:** The term of this Agreement will commence October 1, 2023 and terminate September 30, 2024, unless terminated earlier as provided herein.

**FIFTH:** (a) The County reserves the right to cancel this Agreement on thirty (30) days’ prior written notice to the Municipality when it deems it to be in its best interests to do so. 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 “B”.

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality 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 ten (10) days 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 hereunder shall be effective on the date of receipt.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County’s receipt of funds from NYSOCFS to operate the Program, and that no liability shall be incurred by the County beyond the monies made available from NYSOCFS for this Agreement. The Municipality agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to said commissioner.

If, for any reason, the full amount of said funds is not paid over or made available to the County by NYSOCFS, 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.

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:** 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. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement, which is attached hereto as Schedule “D” and made a part hereof. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County’s Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

**EIGHTH:** Schedule “E” is a form entitled, “Westchester County Youth Bureau Corrective Action Request”. This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

**NINTH:** All notices given pursuant to this agreement shall be in writing and effective upon mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail and mailed to the following addresses:

To the County:           Executive Director – Youth Bureau  
                                  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:   Executive Director  
                                  CITY OF RYE

21 Locust Avenue  
Rye, New York 10580

or to such other addresses as may be specified by the parties hereto in writing.

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

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.

**ELEVENTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

**TWELFTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the

Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

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

**FOURTEENTH:** The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated ("Laws") applicable to this Agreement, the Municipality or the Work to be performed hereunder. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

**FIFTEENTH:** Failure of the County 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 of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**SIXTEENTH:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**SEVENTEENTH:** The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT/ SIGNATURE PAGE FOLLOWS]



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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_

Name: Kenneth W. Jenkins

Title: Deputy County Executive

**CITY OF RYE**

By: \_\_\_\_\_

Name:

Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2024-57.

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
2024 OCFS IMA Template.cmc.03.28.2024



**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, \_\_\_\_\_, certify that I am the  
*(Officer other than officer signing contract)*

\_\_\_\_\_ of the \_\_\_\_\_  
*(Title) (Name of Municipality)*

(the "Municipality") a corporation duly organized 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,  
*(Title of such person),*

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

\_\_\_\_\_ thereunto duly authorized,  
*(Town Board, Village Board, City Council)*

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

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

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

On this \_\_\_ day of \_\_\_\_\_, 20\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
*(Title)*

the municipal corporation described in and which executed the above certificate, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he/she  
is the \_\_\_\_\_ of said municipal corporation.  
*(Title)*

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

## SCHEDULE "A" SCOPE OF SERVICES

PROGRAM TITLE: Peer to Peer Depression Awareness and Suicide Prevention Program		QYDS ID# (For County Use Only):	PROGRAM YEAR: 2023-24
<b>FUNDING INFORMATION</b>			
<b>Funding Category:</b> <input type="checkbox"/> Youth Development Funding <input type="checkbox"/> Youth Team Sports Allocation <input type="checkbox"/> Youth Sports Education and Opportunity Funding <input type="checkbox"/> Youth Sports Education Funding Infrastructure Allocation <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II <input type="checkbox"/> Other _____		COUNTY: Westchester	
<b>FUND AMOUNTS</b>			
TOTAL PROGRAM AMOUNT: \$34,800			
OCFS FUNDS ALLOCATED: \$5,000		OCFS FUNDS REQUESTED: \$5,000	
<b>PERIOD OF ACTUAL PROGRAM OPERATION:</b>			
FROM: October 2023		TO: June 2024	
<b>AGENCY INFORMATION:</b>			
THIS AGENCY IS: <input checked="" type="checkbox"/> Private, Not-for-Profit <input type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		FEDERAL ID #: 23-7170074	CHARITIES REG.#: 20-18-67
AGENCY WEBSITE: www.nyeyouthcouncil.org		IMPLEMENTING AGENCY: Rye Youth Council, Inc.	
MAILING ADDRESS: 21 Locust Ave			
ADDRESS LINE 2:			
CITY: Rye		STATE: NY	ZIP CODE: 10580
<b>CONTACT PERSON FOR AGENCY:</b>			
LAST NAME: Tillmon		FIRST NAME: Linda	
TITLE: Clinical Director		PHONE NUMBER: 914-967-3838	EXTENSION:
FAX NUMBER:		EMAIL: LTillmon@ryeyouthcouncil.org	
<b>EXECUTIVE DIRECTOR FOR AGENCY:</b>			
LAST NAME: Dominici		FIRST NAME: Lisa	
TITLE: Executive Director		PHONE NUMBER: 914-552-5281	EXTENSION:
FAX NUMBER:		EMAIL: exectedirector@ryeyouthcouncil.org	



NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**AGENCY- PROGRAM PROFILE**

IMPLEMENTING AGENCY: Rye Youth Council, Inc.
PROGRAM TITLE: Peer to Peer Depression Awareness and Suicide Prevention Program

**SITE INFORMATION Most Significant (3 Maximum)** (using the following types only): Agency, Athletic Fields, Campsite, Church, Community/Youth Center, Gym, Housing Project, Library, Office, Playground, Pool, Program, School/Classroom, or Shelter.

Type	Address (street, city, state, zip)
Rye Middle and High School	Parsons Street, Rye, NY 10580
Agency	21 Locust Ave, Rye, NY 10580

Projected total program enrollment: 1356      Projected daily attendance: n/a (weekly = 40)

**PROGRAM SUMMARY:** (maximum of 100 words)

Peer to Peer (P2P) is an evidence-based depression awareness and suicide prevention program developed by the University of Michigan and implemented in Rye by the Rye Youth Council. It centers on the notion that many mental health issues first present during adolescence and that students can play a critical role in recognizing when their peers are struggling and in encouraging them to get the help they need. P2P program's value lies in its early detection and prevention of depressive disorders through its school-wide intervention. Middle and high school age is when students often first experience depression-related symptoms, so it's important that students are able to recognize it and feel comfortable seeking help early. The mental health impact that this program makes may translate to lower levels of depression-related academic problems, social difficulties, alcohol and other drug use, other psychiatric disorders, and suicide.

Please use whole numbers, when entering information for Sex, Race/Ethnicity, Ages, and Target Population areas; not percentages. Please note, residential programs may only serve young adults ages 21-24 if certified to do so and such services have been documented.

SEX :		<input type="checkbox"/> Male <b>689</b>			
(Enter number of participants per sex)		<input type="checkbox"/> Female <b>667</b>			
<input type="checkbox"/> X					
RACE/ETHNICITY OF PROGRAM PARTICIPANTS: (Enter number of participants per race or ethnic group)	Asian/Bangladeshi	Asian/Burmese	Asian/Chinese	Asian/Filipino	Asian/Indian
	Asian Korean	Asian/Japanese 111	Asian/Nepalese	Asian/Pakistani	Asian/Vietnamese
	Asian/Other	Pacific Islander/Guamanian and Chamorro	Pacific Islander/Native Hawaiian	Pacific Islander/Samoan	Pacific Islander/Other
	White 1056	Black or African American 16	Hispanic or Latino 126	American Indian or Alaskan Native 4	Two or more Races 43
	<input type="checkbox"/> Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY LANGUAES SPOKEN AT HOME	<input type="checkbox"/> Arabic	<input type="checkbox"/> Bengali	<input type="checkbox"/> Chinese	<input checked="" type="checkbox"/> English	<input type="checkbox"/> French
	<input type="checkbox"/> Haitian Creole	<input type="checkbox"/> Italian	<input type="checkbox"/> Korean	<input type="checkbox"/> Polish	Russian
	Spanish	Urdu	Yiddish	<input checked="" type="checkbox"/> Other	
AGES	0      5-9 <input type="checkbox"/>	<input checked="" type="checkbox"/> 10-14 786	<input checked="" type="checkbox"/> 15-17 570	18-20	21 +
IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	<input checked="" type="radio"/> No      Yes		(Enter number of participants per population described)		
IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____					
Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____					

<b>Features of positive youth development settings (school, home and community)</b>	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
<p><b>Physical and Psychological Safety</b> Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p>	<p>Peer to Peer is implemented in Rye Middle and High Schools, both of which meet the NY State safety and health requirements. The program is run by Rye Youth Council and facilitated by a staff LCSW in partnership with RYC clinical interns and a school-based professional. Weekly group meetings are staffed by 2-3 adult professionals and encourage communication and collaboration among students. The program is designed to foster positive and respectful peer interaction.</p>
<p><b>Appropriate Structure</b> Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; and age appropriate monitoring.</p>	<p>RYC program staff are trained professionals with years of experience working with youth in school and clinical settings. Staff include licensed clinical social workers, educators with expertise in counseling, and other professionals with deep expertise in youth development. RYC understands the developmental needs of each age group and the importance of setting clear boundaries, rules, and controls. The P2P program sets clear rules and expectations, and ongoing monitoring of student participation is built into its foundation. While RYC staff establish themselves as trusted and understanding adults, their authority and consistency is clear to all who interact with them.</p>
<p><b>Supportive Relationship</b> Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; and responsiveness.</p>	<p>RYC's mission is to support the social, emotional, and mental health and wellbeing of youth. RYC programs foster SEL skills development and emotional wellbeing in stimulating and secure environments. The Peer to Peer program creates learning opportunities for middle and high school students to make a difference in the lives of their classmates. The program helps students gain an understanding of themselves and the world around them. Program staff are passionate and develop caring and supportive relationships with students. Peer to Peer staff provide mental health guidance and support to school administration, teachers, parents and students themselves. Staff are trained in cultural responsiveness.</p>
<p><b>Opportunities to Belong</b> Opportunities for meaningful inclusion, regardless of one's sex, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.</p>	<p>Peer to Peer establishes an environment where all youth are accepted, participate and have a sense of belonging. The campaigns that students create are carefully chosen and designed to teach awareness, acceptance and understanding of socio-cultural differences. Respecting cultural differences is a key concept discussed with the students throughout the year. Peer to Peer brings students together through weekly group collaboration: they gain respect and admiration for each other's differences. The organization is an ally and voice for marginalized students, and many of our programs directly address the need for increased acceptance, understanding, and support. Our staff is multi-cultural and multi-racial.</p>

IMPLEMENTING AGENCY:

Rye Youth Council, Inc.

PROGRAM TITLE:

Peer to Peer Depression Awareness and Suicide Prevention Program

<p><b>Positive Social Norms</b>                  Rules of behavior; expectations; injunctions; ways of doing things; values and morals; and obligations for service.</p>	<p>Peer to Peer is an experiential learning opportunity, where youth absorb the impact of positive social behavior and interactions firsthand. Through their own actions and words, RYC staff model respectful communication, values and morals. Discussions and positive role modeling occur while youth are actively engaged in the Peer to Peer program. The Peer to Peer student members meet weekly and are highly dedicated to this service campaign. They understand the important of this initiative on the lives of their peers, and the impact it will have on creating awareness, reducing stigma, and connecting their peers to care.</p>
<p><b>Support for Efficacy &amp; Mattering</b>                  Youth-based; empowerment practices that support autonomy; making a real difference in one's community; and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.</p>	<p>Peer to Peer is a student-led initiative, guided by adults. The program is grounded in the understanding that young people have a tremendous impact on their peers and can use that to make a positive impact and change.</p> <p>Peer to Peer goals are to (1) increase awareness around depression and depressive illnesses, (2) decrease stigma, and (3) increase help-seeking when necessary. The students take these goals seriously: they design their own awareness campaigns, write proposals, develop and fundraise toward their budgets, and implement ideas through completion. They understand the program will be measured over time, and get really excited when survey data demonstrate they've achieved the goals.</p>
<p><b>Opportunities for Skill Building</b>                  Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment; and opportunities to develop social and cultural capital.</p>	<p>P2P Members participate in an educational Kickoff Conference to learn about mental health, coping skills, and communication best practices from experts in the field. The process of creating awareness campaigns is a learning experience, and students spread their knowledge and understanding to their peers. This increases the likelihood of early detection of depression among those at greatest risk of experiencing the first onset of a depressive episode. P2P leaders serve as positive role models and help shape social norms and attitudes regarding mental illnesses. The P2P program provides opportunities for students to gain leadership skills, and plays a critical role in combating a significant public health crisis.</p>



IMPLEMENTING AGENCY:  
Rye Youth Council, Inc.

PROGRAM TITLE:  
Peer to Peer Depression Awareness and Suicide Prevention Program

**Integration of Family, School & Community Efforts**

Concordance; coordination and synergy among family, school and community.

Rye Youth Council programs are grounded in the CASEL model of social emotional learning, which is centered around including youth, schools, families, and community for meaningful learning. Peer to Peer promotes collaboration among students, faculty, and other participating agencies, and has a schoolwide impact. Students engage in decision-making, take on leadership roles and get to experience firsthand the impact their time and actions have on their community. School faculty and administrative leadership participate during P2P days and support the students in many ways. From the superintendent of the District to the high school and middle school principals, P2P is a school and community-focused initiative.

**Monitoring & Evaluation Methods**

(Please describe in 100 words or less)

**Monitoring** is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies and/or state and local laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/application and how it complies with requirements. Describe the process used to monitor your funded programs based on the above definition. Please include the person(s) responsible for monitoring, frequency of monitoring and documentation of monitoring activities.

P2P is an evidence-based program developed by a leading University. Its design includes the ability to track and measure both the program rollout and impact each year. RYC serves as an agency partner to the University of Michigan for the Westchester area, and adheres to all program fidelity.

A team of professionals from RYC, including the executive director and clinical director as well as our community prevention coalition coordinate, meet weekly to review the program status and discuss areas for improvement and focus. Each week, this team provides guidance to the P2P student members for their adherence to program and contract fidelity.

**Evaluation Methods** is the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is actually running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Please include the person(s) who conduct the evaluation, the objectives measured, when the evaluation will be conducted and how the results will be used.

Each school year, the P2P Members and a large sample of Non-P2P Members (400+ students) complete a survey before and after the program to measure changes in depression-related knowledge, help-seeking intentions, perceived stigma, and school mental health climate as a result of the P2P program. These surveys also identify areas of mental health awareness, stigma, and help-seeking that need to be improved upon in each school throughout the P2P program.



NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**INDIVIDUAL PROGRAM APPLICATION**  
Program Summary-Program Components

IMPLEMENTING AGENCY:  
Rye Youth Council, Inc.  
PROGRAM TITLE:  
Peer to Peer Depression Awareness and Suicide Prevention

<b>LIFE AREA:</b> <i>(Enter Code)</i>	4CVC	<b>GOAL:</b> <i>(Enter Code)</i>	41
<b>OBJECTIVE:</b> <i>(Enter Code)</i>	413	<b>SOS:</b> <i>(Enter Code)</i>	0420
		<b>Performance Measures:</b> <i>(Enter Code)</i>	How much: 0420A.1 How well: 0420B.2 Better off: 0420C.2

Use whole numbers when entering information for Sex, Race/Ethnicity, Ages, and Target Population areas; NOT percentages. Please note, residential programs may only serve young adults ages 21-24 if certified to do so and such services have been documented.

<b>SEX :</b> <i>(Enter number of participants per sex)</i>	<input type="checkbox"/> M 689 F <input type="checkbox"/> F 667 <input type="checkbox"/> X					
<b>RACE/ETHNICITY OF PROGRAM PARTICIPANTS:</b> <i>(Enter number of participants per race or ethnic group)</i>	Asian/Bangladeshi	Asian/Burmese	Asian/Chinese	Asian/Filipino	Asian/Indian	
	Asian Korean	Asian/Japanese 111	Asian/Nepalese	Asian/Pakistani	Asian/Vietnamese	
	Asian/Other	Pacific Islander/Guamanian and Chamorro	Pacific Islander/Native Hawaiian	Pacific Islander/Samoan	Pacific Islander/Other	
	White 1056	Black or African American 16	Hispanic or Latino 126	American Indian or Alaskan Native 4	Two or more Races 43	
	Other (specify):					
<b>PRIMARY LANGUAES SPOKEN AT HOME</b>	<input type="checkbox"/> Arabic	<input type="checkbox"/> Bengali	<input type="checkbox"/> Chinese	<input type="checkbox"/> English xx	<input type="checkbox"/> French	
	<input type="checkbox"/> Haitian Creole	<input type="checkbox"/> Italian	<input type="checkbox"/> Korean	<input type="checkbox"/> Polish	<input type="checkbox"/> Russian	
	<input type="checkbox"/> Spanish	<input type="checkbox"/> Urdu	<input type="checkbox"/> Yiddish	<input type="checkbox"/> Other		
<b>AGES</b>	0	5-9	10-14 786	15-17 570	18-20	21 +
<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b>	<input type="checkbox"/> XNo <input type="checkbox"/> Yes		<i>(Enter number of participants per population described)</i>			

**IF APPLICABLE**

<b>OBJECTIVE:</b> <i>(Enter Code)</i>		<b>SOS:</b> <i>(Enter Code)</i>	
		<b>Performance Measures:</b> <i>(Enter Code)</i>	How much: How well: Better off:

<b>SEX:</b> (Enter number of participants per sex)	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> X					
<b>RACE/ETHNICITY OF PROGRAM PARTICIPANTS:</b> (Enter number of participants per race or ethnic group)	Asian/Bangladeshi	Asian/Burmese	Asian/Chinese	Asian/Filipino	Asian/Indian	
	Asian Korean	Asian/Japanese	Asian/Nepalese	Asian/Pakistani	Asian/Vietnamese	
	Asian/Other	Pacific Islander/Guamanian and Chamorro	Pacific Islander/Native Hawaiian	Pacific Islander/Samoan	Pacific Islander/Other	
	White	Black or African American	Hispanic or Latino	American Indian or Alaskan Native	Two or more Races	
	Other (specify):					
<b>PRIMARY LANGUAES SPOKEN AT HOME</b>	<input type="checkbox"/> Arabic	<input type="checkbox"/> Bengali	<input type="checkbox"/> Chinese	<input type="checkbox"/> English	<input type="checkbox"/> French	
	<input type="checkbox"/> Haitian Creole	<input type="checkbox"/> Italian	<input type="checkbox"/> Korean	<input type="checkbox"/> Polish	<input type="checkbox"/> Russian	
	<input type="checkbox"/> Spanish	<input type="checkbox"/> Urdu	<input type="checkbox"/> Yiddish	<input type="checkbox"/> Other		
<b>AGES</b>	0	5-9	10-14	15-17	18-20	21 +
<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes		(Enter number of participants per population described)			

**SCHEDULE "B"**  
**BUDGET**

For the Period of Operation: October 1, 2023 - September 30, 2024	Contract #: "To Be Assigned"
Agency/Municipality Name: Rye Youth Council/City of Rye	Program Title: Peer to Peer Depression Awareness and Suicide Prevention

**1. PERSONAL SERVICES**

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Clinical Director - Program Dir.	2,000.00	SM	2,350	
<b>TOTAL SALARIES AND WAGES</b>			2,350	
<b>TOTAL FRINGE BENEFITS</b>				
<b>TOTAL PERSONNEL SERVICES (1)</b>			\$ 2,350	

**2. CONTRACTED SERVICES AND STIPENDS**

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
<b>TOTAL CONTRACTED SERVICES AND STIPENDS (2)</b>				

**3. MAINTENANCE & OPERATION**

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
<b>TOTAL MAINTENANCE AND OPERATION (3)</b>	\$ 2,650	

**TOTAL PROGRAM AMOUNT**      \$ 5,000

**TOTAL WCYB FUNDS REQUESTED**      \$ 5,000

List Other Funding Sources	Reimbursable Total
	Municipal Funding
	Other Sources

PROGRAM TOTAL BUDGET - ATTACHMENT E		
AGENCY/MUNICIPALITY NAME:		
PROGRAM TITLE: Peerto PEer Depression Awareness ad Suicide Prevention		
<b>MAINTENANCE AND OPERATION</b>		
(All Other Expenses Except Facility Repairs)		
ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	student t-shirts and sweatshirts, pens	2,650
Maintenance/Equipment Repairs		
Equipment Rentals		
Equipment Purchases		
Space Rentals (Indicate Rate/Basis/Type; MUST attach a voucher or copy of rental agreement to request reimbursement)		
Insurance		
Utilities and Telephones		
Other		
<b>3. TOTAL MAINTENANCE AND OPERATION</b>		<b>\$ 2,650</b>
Add additional information below; attach additional sheet if necessary		



**WESTCHESTER COUNTY YOUTH BUREAU**  
**FISCAL REQUIREMENTS AND POLICIES**

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

**Below is a list of current funding categories:**

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20<sup>th</sup> date of the month following the end of the quarter, except the 4<sup>th</sup> quarter which is due on January 10<sup>th</sup> of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement	Employee Exp. Request Form, Receipt, and Proof of Payment

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau  
 112 East Post Road, 3rd Floor  
 White Plains, NY 10601

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
(Youth & Human Services)

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. The 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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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 "D"**

**VENDOR DIRECT PROGRAM - ELECTRONIC FUNDS TRANSFER**

The Licensee shall complete the "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form" as part of the County's 'Vendor Direct' program utilizing Electronic Funds Transfer ("EFT") payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Licensee will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Licensee shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Licensee did not receive the money in its designated bank account on the date indicated in the e-mail, the Licensee shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788.

The Licensee shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Licensee shall then complete, and provide to the County, a new "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form". The Licensee shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788 to obtain a new form.

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[NO FURTHER TEXT ON THIS PAGE]



Westchester County • Department of Finance • Treasury Division

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

Authorization is:  
(check one)

- New
- Change
- No Change

**INSTRUCTIONS:** Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

**Section I - Vendor Information**

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

**Section II- Financial Institution Information**

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

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

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Westchester County • Department of Finance • Treasury Division

**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.**

**SCHEDULE "E"**

**WESTCHESTER COUNTY YOUTH BUREAU**  
**SAMPLE CORRECTIVE ACTION REQUEST**

To: Program Contact: Organization Name:	From: Name of YB Program Monitor
Program Name:	Email:
Action Request Date:	
Action Due by:	

**1<sup>st</sup> Notice**

**2<sup>nd</sup> Notice**

**Final Notice**

Monitoring of the abovementioned program has identified one or more areas where corrective action is required. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All requests for corrective action(s) must be addressed within 30 days of this notice.

- Monthly Statistical Report(s) are outstanding.
- Quarterly Statistical Report(s) are outstanding.
- Annual Report is outstanding.
- Failure to respond to site visit request(s).
- Failure to submit fiscal claim(s).

**Program Monitor Notes:**