



TOWN OF NEW CASTLE

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Instructions for the public to access Town Board meeting remotely:

NOTICE IS HEREBY GIVEN that the Town Board Meeting will be held on Tuesday, February 8, 2022 at 8:30pm, which will be preceded by a Work Session at 7:00pm and an Executive Session at 6:30pm or as soon thereafter, in-person at ***New Castle Town Hall, 200 South Greeley Avenue, Chappaqua, New York***, and via videoconference and teleconference. Information concerning in-person meeting attendance and applicable COVID-19 regulations will be available on the Town website at www.mynewcastle.org.

PLEASE TAKE FURTHER NOTICE that the public can attend the Town Board Meeting or watch the live meeting on YouTube at www.youtube.com/c/nccmc, or through the Zoom App. Comments can be 1) made in-person during public comment, 2) made live via Zoom, or 3) sent in advance of the meeting or during the meeting to publiccomment@mynewcastle.org. To the extent one does not have access to the internet and is unable to attend the meeting in-person, comments can also be made by no later than 4:00pm of the day of the meeting to the Town Clerk at (914) 238-4772.

INSTRUCTIONS TO ACCESS MEETING VIRTUALLY: If you have a computer, tablet or smartphone, you can register, log in and see the video and hear the audio of the live session. Zoom's chat facility will be available during the public comment portions of the meeting. We'll provide brief instructions on using chat during the meeting.

We will also have a dial-in number for you to call if you don't have a computer, or have problems with your computer's audio:

Access by phone: +1 646 518 9805

Enter Webinar ID: 834 3690 9900 Followed by #

(to raise digital hand to speak, dial *9, to unmute the microphone, dial *6)

Make sure to register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_LkvJ4-G5QfiALQrDY7p7Ng

1. You will need to provide your name and email address when registering so we can send a confirmation email to you containing the web address and phone number for joining the webinar.
2. On Tuesday evening, log in with your computer and if needed, your telephone. You'll be placed on hold until the meeting starts.

**TOWN BOARD
MEETING AGENDA
TUESDAY, FEBRUARY 8, 2022**

6:30 P.M. EXECUTIVE SESSION

(PERSONNEL AND ADVICE OF COUNSEL)

7:00 P.M. WORK SESSION

Supervisor's Update

Topic: Goals & Objectives

Description: Discussion

Topic: Accessory Dwelling Units: Proposed State Legislation

Description: Discussion

Topic: North Greeley Zoning Options

Description: Discussion

Topic: Draft Social Media Policy

Description: Discussion

Topic: Resolution in Support of the Town of New Castle's Contract Execution for Electric Vehicle Charging Infrastructure Cost Reimbursement from Consolidated Edison's Make-Ready Program

Description: Discussion and Request for Authorization

Topic: Authorization to Approve Inter-Municipal Agreement (IMA) with Westchester County Regarding Installation of a Water Main along NYS Route 120

Description: Discussion and Request for Authorization

Administrative Items:

- Recycling Resolution
- Authorization to Establish Capital Project –Purchase of Street Sweeper/Front Loader for Highway Department (late addition)

8:30 P.M. TOWN BOARD MEETING

I. Call to Order

- a. Announcements
- b. Supervisor's Report
- c. Community Corner
- d. Town Administrator's Report

II. Public Comment/New Business

Public comment can be sent in advance to publiccomment@mynewcastle.org or please utilize the chat function on the remote access during the meeting.

III. Consent Agenda Items

All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. Should a Council Member wish an alternative action from the proposed recommendation, the Council Member shall request that this matter be moved to the appropriate section at this time.

- Authorization to Post P/T Receptionist – DPW
- Authorization to Accept Resignation – SAB
- Authorization to Approve Banner Request – School Vote
- Authorization to Purchase Tents for Summer Camp – Recreation
- Authorization to Obtain Bids for Bathroom Trailer – Recreation
- Authorization to Obtain Bids for T-Shirts – Recreation
- Authorization to Hire LandTek – Recreation
- Authorization to Settle 2019-2021 Tax Certiorari Proceedings – Mtr. of Osmani
- Authorization to Issue RFP for Professional Consulting Services for Fuel Tank Replacement at MWTP
- Authorization to Issue RFP for Professional Consulting Services for Roof Replacement at MWTP
- Authorization to Renew Annual System Support Agreement – NIC Systems Support Corp.
- Authorization to Hire Program Coordinator – NCUFY
- Authorization to Set Fee for Lamp Post Banners
- Authorization to Approve Recycling Resolution
- Authorization to Establish Capital Project – Purchase of Street Sweeper/Front Loader for Highway Department
- Resolution in Support of the Town of New Castle’s Contract Execution for Electric Vehicle Charging Infrastructure Cost Reimbursement from Consolidated Edison’s Make-Ready Program
- Authorization to Approve Inter-Municipal Agreement (IMA) with Westchester County Regarding Installation of a Water Main along NYS Route 120

IV. Adjournment

Memo

To: Lisa Katz, Town Supervisor and Town Board
From: Robert Deary, Comptroller
cc: Jill Simon Shapiro, Town Administrator
Date: February 3, 2022
Re: Goals and Objectives

Attached is a listing of goals and objectives that have been monitored throughout 2021 and into 2022. This initial list of goals was created by the prior Town Board and represents the actions that town management and staff have prioritized over the last year. To this list I have also included the priorities that Supervisor Katz identified at the beginning of her term. Updates on the status of these projects are provided throughout the year, and the list is reviewed on an annual basis to ensure it reflects the priorities of the Town Board. Many of the current priorities include projects or actions identified in the Town's Comprehensive Plan. For your reference, included is a link to the plan, <https://plannewcastle.us/>. Town Board members are encouraged to review the goals of the plan and to help prioritize those goals that they believe are most important.

2021 Priorities	2022 Status
Project Description	
Create Thriving Hamlets	
Create a Form Based Code for the Chappaqua hamlet - ensure that any future development reflects the goals of the community as stated in the 2017 Comprehensive Plan: “to preserve the Town’s bucolic, residential character and its historic resources, while promoting new mixed-use development in the hamlets to meet the community’s housing needs and fostering thriving commercial and civic spaces.”	The Form Based Code has been abandoned by the Town Board. Other alternatives are being researched as an alternative to further the goal of creating a thriving hamlet. The Town is currently considering several options as we review hamlet priorities, among them is the adoption of the county AFFH standards to include commercial districts. This will be a high priority for the 1st and 2nd quarters of 2022.
Improve Capital Planning and Infrastructure	
SIDEWALKS: Complete the Comprehensive Sidewalk Plan. A plan will enable us to apply for grants and/or to find other funding solutions. Finish the Millwood Sidewalk Improvement Project JS: Ascertain the possibility or likelihood of extending out in Chappaqua towards 117 to find a path into the hamlet from areas including Old Farm Lake.	The Millwood Sidewalk project has been delayed due to changes in the required property takings by NYS DOT. Our Town Engineer continues to work with DOT and town attorneys to resolve issues relating to: acquisition maps, abstract title, and the sale of property to the town. DOT is unable to approve the permit until these items are resolved. Preliminary studies on Douglas road have determined the project to be unfeasible due to planning, engineering, safety, and financial concerns. An intern has just been hired to complete pre-engineering studies for Shadowbrook to Bedford Rd and Millwood Rd to Quaker.
ROADS: Create an inventory of our existing roads to enable the Town to more aggressively pursue paving and protecting our roads.	This information currently exists in various formats, town staff is working to collate the information to provide an easier to review format.
Minkel Dam	The Town has been waiting for our grant applications to be approved. We have recently been notified that the Town will be receiving \$1,1MM from FEMA for the engineering, demolition, and project management costs as well as \$250K from Westchester County for our restorative planting plan once the de-commissioning is complete. The Town must now go out to bid for the demolition work. The project is expected to begin in mid 2022, and to be completed in 2023.
Create a Climate-Smart and Resilient New Castle	
Build on the Town's track record of successes and create a Green Building Code to require substantial reductions in greenhouse gas emissions in all new buildings. Encourage and incentivize net-zero greenhouse gas emissions buildings. Examine incentives including tax exemptions, additional square footage, building permit relief, and a recognition program. Goal is to attract progressive, climate-smart developers that want to work with enlightened and proactive Towns.	On December 7, 2021 the New Castle Town Board adopted the New York Stretch Energy Code. This legislation was filed with New York State and went into effect as of January 1, 2022. The New York Stretch Code requires all new commercial and residential construction subject to the Energy Code to follow the “Prescriptive Path” of the NYS Energy Code and implement additional energy saving requirements as certified by licensed professionals. The New York Stretch Code is approximately 10 to 12% more efficient than the previously adopted energy code.
Explore locations to install solar panels to create new climate-smart energy sources for the town. Part of this initiative would include incentives for commercial property owners to install solar panels on flat roofs and approaching property owners with large, non-wooden tracts of land to consider building solar farms. JS: extending the covered walkway not solely where it exists now but towards the bridge off the stairway at the train and placing solar there provides more cover from inclement weather and solar energy, for example. This may be a longer term project.	Community solar projects are traditionally large installations on rooftops, large vacant properties, or parking lots. Earlier this year, Sustainable Westchester announced a Westchester County Community Solar Partnership with NYPA to allow communities to aggregate sites and engage in economies of scale. Unlike in the past where only large sites were being considered, this new program is an aggregation of sites from across municipalities. As a result smaller installations are also being considered. Each municipality was invited to submit potential community solar host sites. NYPA staff will do a preliminary remote assessment of all sites submitted and will follow up with their findings. Note this was not a commitment to participate in the aggregation, but a good opportunity to have our portfolio assessed for feasibility. The New Castle Sustainability Advisory Board provided a submission on behalf of the Town in July that included all Town-owned buildings, and we are awaiting their findings.
Create an Overlay District for the West End - Working with the Towns of Cortlandt, Ossining, and Yorktown to create overlay zoning that would address development in this environmentally-sensitive area. The overlay district would include additional requirements that would layer on top of the underlying zoning to address issues such as biodiversity, wetlands, steep slopes, and aquifers, among other issues to be identified as a part of this project.	In January 2021 Town entered into Indian Brook/Croton Gorge Intermunicipal Watershed Overlay Zone. In 2021 the Town Board re-established the MWEAB and in early 2022 appointed 7 new members. It is anticipated that this will be discussed by the newly constituted board.
Airport Noise	Supervisor Katz and Rob Fleisher updated the Board on 1/25/2022 regarding the airport emissions study. Rob Fleisher to discuss with the local committee for their opinion.
Create an Emergency Response Playbook (new) - Review communications from recent events to create a playbook for better, more responsive communications in future emergency situations, with appropriate outreach to all first responders.	The Town uses Code Red and Nixle to communicate with residents during emergencies. The police department has purchased several electronic signboards to help communicate road closures during emergencies. The Town has used Town Hall and the Community Center as heating/cooling/wifi centers during power outages.

Enhance Recreation and Improve Community Spirit	
Partner with and support the Recreation Commission to create a new Recreation Master Plan. The plan, which was last updated in 2007, will identify and prioritize projects and programming to reflect the needs of our residents. The Master Plan will consider additional programs and offerings to address a wide range of ages and abilities, so that our parks and recreation opportunities are truly inclusive of all residents.	The draft plan is currently 80% complete. Town staff are working with the Rec Commission to finalize the final 1-2 chapters. A draft plan is expected to be presented to the Town Board and Rec Commission in April 2022.
Enhancement of Millwood Park - renovating the ballfield, repairing and resurfacing the tennis courts, installing lights on the ballfield and tennis courts, and replacing the existing playground equipment.	Millwood Park improvements have been completed including new ballfield lighting and parking lot and pathway lighting. Renovation was completed on the outfield in the fall of 2020, and on the infield in late fall of 2021, it is now ready for the spring season. Resurfacing of the tennis courts and replacement of the playground has been included in our 2021 SAM Grant funding for completion in 2022.
Update the Town's Open Space Management Plan. We support vigorous efforts to identify, preserve and protect open space to promote biodiversity, protect animal habitats, and encourage passive recreation, where possible. We should consider other such opportunities to increase public or private conservation areas.	The Town has received \$10,000 from the Hudson River Estuary program in order to complete our natural resource inventory. The Town Board approved a consultant to assist town staff. The consultant, Mad Scientist, will begin meeting with staff in February 2022. A first report is expected in April 2022.
ChapLine	The Town has received \$500,000 from the CFA and is awaiting word on our applicaton for \$5MM in funding from CMAQ/TAP for the completion of the first phase of the project.
ChapPAC - Generator, other next gen updates to facility and prog.	The Town is currently negotiating with "Evening Out" for a long term rental of the property. Included in the negotiations are several capital upgrades and permanent improvements to the building. The Town has also applied for a FEMA Hazard Mitigation grant to install generators in the Chappaqua Performing Arts Center and the New Castle Community Center. Completed in 2021 include a new ticket office, concession stands, and appliances.
COVID-19 Pandemic	
Communications about the COVID 19 pandemic, including attending County emergency response calls	Town Supervisor and Administrator have attended regular County calls.
Promote health and safety of New Castle residents during the pandemic (e.g., volunteer match, vaccine programs, etc.)	The Town has promoted COVID 19 information through our weekly newsletters. The Recreation Department has assisted seniors in obtaining vaccine appointments. Town Management worked with county officials to secure vaccination appointments for staff members. The Town has procured KN-95 masks and home test kits and distributed to residents.
Assist local businesses (e.g., COVID protocols, economic development, re-opening support, etc.)	The Town has offered the façade grant to help local businesses upgrade storefronts. The Town has extended outdoor dining provisions.
Race and Equity	
Partner with the Committee on Race and Equity (CRE) to implement the Action Plan for New Castle and support their efforts to institutionalize the CRE.	Applications are currently being reviewed and it is anticipated that interviews will be held in Q1 2022. The Town Board will then consult with the permanent committee to implement actions identified by the original CRE.
First 100 Days - 2022 Priorities	
Establish Student Advocacy Committee	
Adoption of Social Media and Communications Policy	A draft policy has been provided by counsel, the Supervisor and Town Board Members are currently reviewing.
Revise the Town's Sign Ordinance	This has been discussed at a Town Board meeting, counsel to provide a draft ordinance.
Adoption of Affordable Housing Requirements for the Commercial Business District in the Hamlet	The topic has been discussed at Town Board meetings, a public hearing has been set for February 15th.
Work with the Planning Board to Streamline their Processes and Procedures	Once the Planning Board vacancies are filled, this will be a top priority. Discussions have already begun with Town Counsel, Town Board Members, and current Planning Board Members. A joint meeting with the Planning Board has been scheduled for 3/1/2022. The Town is reaching out to Pace University Land Use Center to see if they are able to assist in the process.
Fill Vacancies on the Town Ethics Board, CRE, and Other Committees	Interviews are ongoing for the Planning Board and Ethics Board. Applications have been received for the CRE, interviews will be scheduled in the coming weeks.

MEMORANDUM

TO: Supervisor Katz and Members of the Town Board
of the Town of New Castle

FROM: Keane & Beane, P.C.

RE: Proposed State Legislation: Accessory Dwelling Units

DATE: February 4, 2022

For your review and discussion at the Board's upcoming work session on February 8, 2022, attached please find copies of two proposed NYS Senate bills concerning accessory dwelling units ("ADU"). Both bills would override municipal zoning codes insofar as the development standards for ADUs. By way of summary:

- 1) **Senate Bill 4547** (Sen. Harckham, with 7 co-sponsors) (same content as Assembly Bill 4854)
 - Would allow homeowners to build ADUs on residential lots as-of-right and without discretionary review by local land use boards.
 - Would require that applications to construct ADUs be approved or denied within 90 days.
 - Would allow ADUs to be rented (but not sold) to third parties.
 - Would require the creation of a state financing program to subsidize ADU development.

If a municipality did not enact its own local legislation containing these and other mandatory provisions, the state statute would be controlling. The New York State Division of Homes and Community Renewal would be responsible for determining whether a municipality's local law complied with the minimum requirements of the state statute.

- 2) **Senate Bill 7574** (Sen. Hoylman)

Among other things, this bill would prohibit all towns from establishing a minimum lot size of larger than 5,000 SF (0.11 acres) if the lot has access to sewer and water infrastructure. In areas without such access, the minimum lot size could not be larger than 20,000 SF (0.46 acres).

Encl.

STATE OF NEW YORK

4547--A

2021-2022 Regular Sessions

IN SENATE

February 5, 2021

Introduced by Sens. HARCKHAM, BIAGGI, COMRIE, GOUNARDES, HINCHEY, MAY, RAMOS, SALAZAR -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the real property law, in relation to accessory dwelling units; and to amend the executive law, in relation to including an accessory dwelling unit in the term housing accommodations in human rights law

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The real property law is amended by adding a new article 16
2 to read as follows:

ARTICLE 16

ACCESSORY DWELLING UNITS

Section 480. Definitions.

6 481. Accessory dwelling unit regulations and local laws.

7 482. State review and enforcement.

8 483. Low and moderate income homeowners program.

9 484. Tenant protections.

10 § 480. Definitions. As used in this article, unless the context other-
11 wise requires, the following terms shall have the following meanings:

12 1. "Accessory dwelling unit" shall mean an attached or a detached
13 residential dwelling unit that provides complete independent living
14 facilities for one or more persons which is located on a lot with a
15 proposed or existing primary residence and shall include permanent
16 provisions for living, sleeping, eating, cooking, and sanitation on the
17 same lot as the single-family or multifamily dwelling.

18 2. "Local government" shall mean a city, town or village.

19 3. "Low-income homeowners" shall mean homeowners with an income,
20 adjusted for family size, not exceeding eighty percent of the area medi-
21 an income.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD07619-12-1

1 4. "Moderate-income homeowners" shall mean homeowners with an income,
2 adjusted for family size, not exceeding one hundred twenty percent of
3 the area median income as defined by the division.

4 5. "Nonconforming zoning condition" shall mean a physical improvement
5 on a property that does not conform with current zoning standards.

6 6. "Proposed dwelling" shall mean a dwelling that is the subject of a
7 permit application and that meets the requirements for permitting.

8 7. "Division" shall mean the New York state division of homes and
9 community renewal.

10 § 481. Accessory dwelling unit regulations and local laws. 1.
11 Notwithstanding any law, rule, policy, regulation or ordinance to the
12 contrary, a local government shall, by local law, provide for the
13 creation of accessory dwelling units. Such local law shall:

14 (a) Designate areas within the jurisdiction of the local government
15 where accessory dwelling units shall be permitted. Designated areas
16 shall include all areas zoned for single-family or multifamily residen-
17 tial use, and all lots with an existing residential use.

18 (b) Authorize the creation of at least one accessory dwelling unit per
19 lot.

20 (c) Provide reasonable standards for accessory dwelling units that may
21 include, but are not limited to, height, landscape, architectural review
22 and maximum size of a unit. In no case shall such standards unnecessar-
23 ily impair the creation of accessory dwelling units.

24 (d) Require accessory dwelling units to comply with the following:

25 (i) Such unit may be rented separate from the primary residence, but
26 shall not be sold or otherwise conveyed separate from the primary resi-
27 dence;

28 (ii) Such unit shall be located on a lot that includes a proposed or
29 existing residential dwelling;

30 (iii) Such unit shall not be rented for a term less than thirty days;
31 and

32 (iv) If there is an existing primary dwelling, the total floor area of
33 an accessory dwelling unit shall not exceed fifty percent of the exist-
34 ing primary dwelling, unless such limit would prevent the creation of an
35 accessory dwelling unit that is no greater than six hundred square feet.

36 2. A local government shall not establish by local law any of the
37 following:

38 (a) In a local government having a population of one million or more,
39 a minimum square footage requirement for an accessory dwelling unit
40 greater than two hundred square feet, or in a local government having a
41 population of less than one million, a minimum square footage require-
42 ment for an accessory dwelling unit that is greater than five hundred
43 fifty square feet;

44 (b) A maximum square footage requirement for an accessory dwelling
45 unit that is less than fifteen hundred square feet;

46 (c) Any other minimum or maximum size for an accessory dwelling unit,
47 including those based upon a percentage of the proposed or existing
48 primary dwelling, or limits on lot coverage, floor area ratio, open
49 space, and minimum lot size, for a dwelling that does not permit at
50 least an eight hundred square foot accessory dwelling unit with four-
51 foot side and rear yard setbacks to be constructed in compliance with
52 other local standards. Notwithstanding any other provision of this
53 section, a local government may provide, where a lot contains an exist-
54 ing dwelling, that an accessory dwelling unit located within and/or
55 attached to the primary dwelling shall not exceed the buildable envelope
56 for the existing dwelling, and that an accessory dwelling unit that is

1 detached from an existing dwelling shall be constructed in the same
2 location and to the same dimensions as an existing structure, such as a
3 garage;

4 (d) A ceiling height requirement greater than seven feet;

5 (e) If an accessory dwelling unit or a portion thereof is below curb
6 level, a requirement that more than two feet of such unit's height be
7 above curb level;

8 (f) Any requirement that a pathway exist or be constructed in conjunc-
9 tion with the creation of an accessory dwelling unit;

10 (g) Any setback for an existing dwelling or accessory structure or a
11 structure constructed in the same location and to the same dimensions as
12 an existing structure that is converted to an accessory dwelling unit or
13 to a portion of an accessory dwelling unit, or any setback of more than
14 four feet from the side and rear lot lines for an accessory dwelling
15 unit that is not converted from an existing structure or a new structure
16 constructed in the same location and to the same dimensions as an exist-
17 ing structure; or

18 (h) Any health or safety requirements on accessory dwelling units that
19 are not necessary to protect the health and safety of the occupants of
20 such a dwelling. Nothing in this provision shall be construed to prevent
21 a local government from requiring that accessory dwelling units are,
22 where applicable, supported by septic capacity necessary to meet state
23 health, safety, and sanitary standards, and that such units are consist-
24 ent with the protection of wetlands and watersheds.

25 3. No local law for the creation of accessory dwelling units pursuant
26 to subdivision one of this section shall be considered in the applica-
27 tion of any local policy or program to limit residential growth.

28 4. (a) No parking requirement shall be imposed on an accessory dwell-
29 ing unit, except where no adjacent public street permits year-round
30 on-street parking and the accessory dwelling unit is greater than one-
31 half mile from a subway stop, rail station or bus stop a local govern-
32 ment may require up to one off-street parking space per accessory dwell-
33 ing unit. For purposes of this section, an adjacent public street shall
34 be considered as permitting year-round on-street parking notwithstanding
35 rules that prohibit parking during limited hours or on certain days of
36 the week.

37 (b) A local government shall not require that off-street parking spac-
38 es be replaced if a garage, carport, or covered parking structure is
39 demolished in conjunction with the construction of an accessory dwelling
40 unit or converted to an accessory dwelling unit, except where no adja-
41 cent public street permits year-round on-street parking and the accesso-
42 ry dwelling unit is greater than one-half mile from a subway stop, rail
43 station or bus stop a local government may require the replacement of up
44 to one off-street parking space.

45 5. Notwithstanding any local law, a permit application to create an
46 accessory dwelling unit in conformance with the local law shall be
47 considered ministerially without discretionary review or a hearing. If
48 there is an existing single-family or multifamily dwelling on the lot,
49 the permitting local government shall act on the application to create
50 an accessory dwelling unit within ninety days from the date the local
51 agency receives a completed application or, for a permitting local
52 government having a population of one million or more, within sixty
53 days. If the permit application to create an accessory dwelling unit is
54 submitted with a permit application to create a new residential dwelling
55 on the lot, the permitting local government may delay acting on the
56 permit application for the accessory dwelling unit until the permitting

1 local government acts on the permit application to create the new dwell-
2 ing, but the application to create the accessory dwelling unit shall be
3 considered without discretionary review or hearing. If the applicant
4 requests a delay, the time period for review shall be tolled for the
5 period of the delay. Such review shall include all necessary permits
6 and approvals including, without limitation, those related to health and
7 safety. A local government shall not require an additional or amended
8 certificate of occupancy in connection with an accessory dwelling unit.
9 A local government may charge a fee not to exceed one thousand dollars
10 for the reimbursement of the actual costs such local agency incurs
11 pursuant to this subdivision.

12 6. Local governments shall establish an administrative appeal process
13 for the denial of a permit for accessory dwelling units. When a permit
14 to create an accessory dwelling unit pursuant to a local law adopted
15 pursuant to this section is denied, the agency shall issue a notice of
16 denial which shall contain the reason such permit application was denied
17 and instructions on how the applicant may appeal such denial. All
18 appeals shall be submitted to the issuing local government, or any deci-
19 sional body granting such permits, or any other appellate board or body,
20 in writing within thirty days of such denial.

21 7. No other local law, policy, or regulation shall be the basis for
22 the denial of a building permit or a use permit under this section
23 except to the extent necessary to protect the health and safety of the
24 occupants of an accessory dwelling unit and provided such law, policy,
25 or regulation is consistent with the requirements of this section.

26 8. If a local government has an existing accessory dwelling unit ordi-
27 nance that fails to meet the requirements of this section, that local
28 law shall be null and void. Such local government shall thereafter apply
29 the standards established in this section for the approval of an acces-
30 sory dwelling unit until such local government adopts a local law that
31 complies with this section. Nothing in this article shall be construed
32 to render an existing dwelling unlawful.

33 9. The local government shall ensure that accessory dwelling units are
34 not counted toward the allowable residential density, or any requirement
35 respecting lot coverage or open space, for the lot upon which the acces-
36 sory dwelling unit is located under the existing zoning designation for
37 such lot. The accessory dwelling unit shall not be considered in the
38 application of any local law, policy, or program to limit residential
39 growth.

40 10. No provision of the multiple dwelling law shall apply to an acces-
41 sory dwelling unit, irrespective of whether such provisions of such law
42 apply to the primary dwelling, and a dwelling otherwise exempt from the
43 provisions of the multiple dwelling law shall not fall under the
44 provisions of such law as a result of the addition of an accessory
45 dwelling unit.

46 11. A local government shall not require, as a condition for minister-
47 ial approval of a permit application for the creation of an accessory
48 dwelling unit, the correction of nonconforming zoning conditions or
49 minor violations of local law.

50 12. Where an accessory dwelling unit requires a new or separate utili-
51 ty connection directly between the accessory dwelling unit and the utili-
52 ty, the connection may be subject to a connection fee or capacity
53 charge that shall be proportionate to the burden of the proposed acces-
54 sory dwelling unit, based upon either its size or the number of its
55 plumbing fixtures upon the water or sewer system. Such fee or charge
56 shall not exceed the reasonable cost of providing such utility

1 connection. A local government shall not impose any other fee in
2 connection with an accessory dwelling unit.

3 13. A local government may require that a unit in the primary dwell-
4 ing be owner-occupied in order for an accessory dwelling unit to be
5 lawfully rented.

6 14. A local government may prohibit the seasonal or vacation rental of
7 an accessory dwelling unit.

8 15. A local government shall not issue a certificate of occupancy or
9 its equivalent for an accessory dwelling unit before the local govern-
10 ment issues a certificate of occupancy or its equivalent for the primary
11 dwelling.

12 16. A local government shall adopt a local law pursuant to this arti-
13 cle within one year of the effective date of this article. Upon appli-
14 cation to the division and a showing of good cause, the division may
15 grant a local government one six-month extension of the time to adopt a
16 local law pursuant to this article.

17 § 482. State review and enforcement. 1. A local government shall
18 submit a copy of the local law adopted pursuant to section four hundred
19 eighty-one of this article to the division within thirty days after such
20 adoption.

21 2. (a) Within ninety days of receipt of a local government's law, or
22 ninety days after expiration of the time to submit said local law, the
23 division shall submit written findings to the local government as to
24 whether the local government's local law complies with this article.
25 Such findings shall include a determination as to whether the local
26 government's local law contains rules that are not reasonable within the
27 meaning of paragraph (c) of subdivision one of section four hundred
28 eighty-one of this article. If the division finds that the local govern-
29 ment's local law does not comply with this article, the division shall
30 notify such local government and shall provide such local government
31 with a reasonable time, no longer than thirty days, to respond to the
32 findings before taking any other action authorized under this section.

33 (b) The local government shall consider the findings made by the divi-
34 sion pursuant to this subdivision and shall amend the local law to
35 comply with the findings of the division.

36 3. (a) If, within thirty days of the local government's response to
37 the division's findings, or thirty days after the expiration of the
38 local government's time to respond, the division determines that the
39 local law does not comply with this article, the division shall:

40 (i) notify the local government and the attorney general that the
41 local government is in violation of state law; and

42 (ii) revise the local laws to comply with this article and direct the
43 local government to adopt it.

44 (b) Upon the receipt of the notice of a local government's violation
45 of this article, the attorney general may bring a special proceeding to
46 enforce the requirements of this article.

47 4. The division may review, adopt, amend, or repeal guidelines to
48 implement uniform standards or criteria that supplement or clarify the
49 terms, references, and standards set forth in this article.

50 5. Within one hundred days of the effective date of this article, the
51 division shall promulgate a model local law that conforms to the
52 requirements of this article.

53 6. The division shall issue an annual report, on or before July first
54 of each year, that summarizes:

55 (a) the activities the division has taken pursuant to this section;

56 (b) local governments' compliance with the terms of this article; and

1 (c) the development of accessory dwelling units in the state, includ-
2 ing but not limited to, information concerning the number of accessory
3 dwelling units permitted and created, the size and characteristics of
4 such units, and an assessment of the continued obstacles to the develop-
5 ment of accessory dwelling units.

6 § 483. Low and moderate income homeowners program. 1. Within one
7 hundred eighty days of the effective date of this article, the division
8 shall establish a lending program to assist low-income homeowners and
9 moderate-income homeowners in securing financing for the creation of
10 accessory dwelling units, including, without limitation, financing for
11 design and construction, flood prevention, permitting, and septic
12 enhancement.

13 2. An accessory dwelling unit financed with the assistance of such
14 program shall if such assistance is in the form of a repayable loan be
15 offered for rent at a below-market rate for a period of fifteen years
16 and if any such assistance is in the form of a forgivable grant at a
17 below-market rate for a period of no less than thirty years.

18 3. An accessory dwelling unit financed with the assistance of such
19 program shall not be rented for a term less than one year.

20 4. The division shall promulgate program criteria and guidelines
21 necessary to carry out such program.

22 5. Such program shall be funded through capital projects appropri-
23 ations and reappropriations set forth in the state fiscal year housing
24 program.

25 6. The division shall issue an annual report, on or before July first
26 of each year, that includes an itemized list of each project financed
27 through the program, including a brief description of the project, zip
28 code, and county. Such report shall also summarize the demographic char-
29 acteristics of participating homeowners, including income, race, ethnic-
30 ity, and sex.

31 7. Within one hundred eighty days of the effective date of this arti-
32 cle, the division shall establish a program to provide technical assist-
33 ance to all homeowners seeking to create an accessory dwelling unit.
34 Technical assistance shall include, without limitation, guidance on
35 design and construction, flood prevention, permitting, financing, and
36 septic enhancement.

37 § 484. Tenant protections. 1. As used in this section, the following
38 terms shall have the following meanings:

39 (a) "Landlord" shall mean any owner, lessor, sublessor, assignor, or
40 other person receiving or entitled to receive rent for the occupancy of
41 any accessory dwelling unit or an agent of the foregoing.

42 (b) "Tenant" shall mean a tenant, sub-tenant, lessee, sublessee, or
43 assignee of an accessory dwelling unit.

44 (c) "Rent" shall mean any consideration, including any bonus, benefit
45 or gratuity demanded or received for or in connection with the
46 possession, use or occupancy of an accessory dwelling unit or the
47 execution or transfer of a lease for such unit.

48 2. A permit application to create an accessory dwelling unit in
49 conformance with a local law adopted under this article shall be accom-
50 panied by a certification identifying whether the unit was rented to a
51 tenant as of the date of the effective date of this article and the rent
52 charged for the unit as of such date, notwithstanding whether the occu-
53 pancy of such unit was authorized by law. A local government may not use
54 such certification as the basis for an enforcement action against an
55 applicant concerning the unauthorized habitation of a unit. Where a
56 tenant is evicted or otherwise removed from a unit prior to approval of

1 a permit application to create an accessory dwelling unit, such tenant
2 shall have a right of first refusal to return to the unit upon its first
3 lawful occupancy as an accessory dwelling unit, notwithstanding whether
4 such prior occupancy was authorized by law. The division shall promul-
5 gate regulations governing a tenant's right of first refusal.

6 3. A landlord shall not, over the course of any twelve-month period,
7 increase the rent charged for an accessory dwelling unit by more than
8 three percent or one and one-half times the annual percentage change in
9 the consumer price index for the region in which the accessory dwelling
10 unit is located, as established the August preceding the calendar year
11 in question, whichever is greater. If a permit application to create the
12 accessory dwelling unit included a certification stating that the unit
13 was rented to a tenant as of the date of the effective date of this
14 article, any rent increase shall be calculated on the basis of the rent
15 amount identified in the certification, subject to compounded annual
16 increases no greater than three percent or one and one-half times the
17 annual percentage change in the consumer price index for the region in
18 which the accessory dwelling unit is located as established the August
19 preceding the calendar years in question, whichever is greater.

20 4. A landlord subject to this section shall, for any tenancy in an
21 accessory dwelling unit commenced or renewed on or after the effective
22 date of this article, provide as an addendum to a lease or rental agree-
23 ment notice of the rent charged in the prior calendar year and, where
24 applicable, the rent charged for the unit as of the date of the effec-
25 tive date of this article. The division shall determine the form and
26 content of such notice.

27 5. A tenant subject to a rent amount not authorized by this article or
28 unlawfully denied a right of first refusal under this article shall have
29 a cause of action in any court of competent jurisdiction for compensato-
30 ry and punitive damages and declaratory and injunctive relief and such
31 other relief as the court deems necessary in the interests of justice.

32 § 2. Section 292 of the executive law is amended by adding a new
33 subdivision 39 to read as follows:

34 39. The term "housing accommodation" as used in this article shall
35 include an accessory dwelling unit as defined in subdivision one of
36 section four hundred eighty of the real property law.

37 § 3. Paragraph (a) of subdivision 1 of section 296 of the executive
38 law, as separately amended by chapters 8 and 176 of the laws of 2019, is
39 amended to read as follows:

40 (a) For an employer or licensing agency, because of an individual's
41 age, race, creed, color, national origin, sexual orientation, gender
42 identity or expression, military status, sex, disability, predisposing
43 genetic characteristics, familial status, marital status, or status as a
44 victim of domestic violence, to refuse to hire or employ or to bar or to
45 discharge from employment such individual or to discriminate against
46 such individual in compensation or in terms, conditions or privileges of
47 employment. In the case of an accessory dwelling unit as defined in
48 subdivision one of section four hundred eighty of the real property law,
49 the exemption from the provisions of this paragraph for the rental of a
50 housing accommodation in a building which contains housing accommo-
51 datations for not more than two families living independently of each
52 other, if the owner resides in one of such accommodations, shall not
53 apply.

54 § 4. This act shall take effect immediately.

STATE OF NEW YORK

7574

2021-2022 Regular Sessions

IN SENATE

December 8, 2021

Introduced by Sen. HOYLMAN -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

AN ACT to amend the general city law, the village law and the town law, in relation to limiting a municipality's authority to impose certain zoning requirements

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 24 of section 20 of the general city law, as
2 amended by chapter 742 of the laws of 1979, is amended to read as
3 follows:

4 24. ~~[To]~~ (a) Except as provided in paragraph (b) of this subdivision,
5 to regulate and limit the height, bulk and location of buildings here-
6 after erected, to regulate and determine the area of yards, courts and
7 other open spaces, and to regulate the density of population in any
8 given area, and for said purposes to divide the city into districts.
9 Such regulations shall be uniform for each class of buildings throughout
10 any district, but the regulations in one or more districts may differ
11 from those in other districts. Such regulations shall be designed to
12 secure safety from fire, flood and other dangers and to promote the
13 public health and welfare, including, so far as conditions may permit,
14 provision for adequate light, air, convenience of access, and the accom-
15 modation of solar energy systems and equipment and access to sunlight
16 necessary therefor, and shall be made with reasonable regard to the
17 character of buildings erected in each district, the value of land and
18 the use to which it may be put, to the end that such regulations may
19 promote public health, safety and welfare and the most desirable use for
20 which the land of each district may be adapted and may tend to conserve
21 the value of buildings and enhance the value of land throughout the
22 city.

23 (b) Notwithstanding any provision of law to the contrary, no city
24 shall:

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD13949-01-1

1 (i) establish a minimum lot size of more than one thousand two hundred
2 square feet;

3 (ii) require the construction of off-street parking spaces as a condi-
4 tion of permitting construction of any building, except that a city may
5 require the construction of an off-street area for the loading and
6 unloading of freight or other deliveries;

7 (iii) prohibit the construction and occupation of a dwelling for four
8 or fewer families on a single lot, or impose restrictions on height,
9 setbacks, floor area ratios or any similar metric that effectively
10 prevent the construction or occupation of such a dwelling, in any
11 district in which residential construction and occupation is otherwise
12 permitted; or

13 (iv) prohibit the construction and occupation of a dwelling for six or
14 fewer families on a single lot, or impose restrictions on height,
15 setbacks, floor area ratios or any similar metric that effectively
16 prevent the construction or occupation of such a dwelling, on a lot in
17 any district in which residential construction and occupation is other-
18 wise permitted if such lot is within one quarter mile of any commuter
19 rail or subway station owned, operated or otherwise served by the metro-
20 politan transportation authority, the port authority of New York and New
21 Jersey, or the New Jersey transit corporation.

22 § 2. Section 7-700 of the village law is amended to read as follows:

23 § 7-700 Grant of power. [~~For~~] 1. Except as provided in subdivision two
24 of this section, for the purpose of promoting the health, safety,
25 morals, or the general welfare of the community, the board of trustees
26 of a village is hereby empowered, by local law, to regulate and restrict
27 the height, number of stories and size of buildings and other struc-
28 tures, the percentage of lot that may be occupied, the size of yards,
29 courts and other open spaces, the density of population, and the
30 location and use of buildings, structures and land for trade, industry,
31 residence or other purposes. As a part of the comprehensive plan and
32 design, the village board is empowered by local law, to regulate and
33 restrict certain areas as national historic landmarks, special historic
34 sites, places and buildings for the purpose of conservation, protection,
35 enhancement and perpetuation of these places of natural heritage. Such
36 regulations shall provide that a board of appeals may determine and vary
37 their application in harmony with the general purpose and intent, and in
38 accordance with general or specific rules therein contained.

39 2. Notwithstanding any provision of law to the contrary, no village
40 shall:

41 a. establish a minimum lot size of more than one thousand two hundred
42 square feet;

43 b. require the construction of off-street parking spaces as a condi-
44 tion of permitting construction of any building, except that a village
45 may require the construction of an off-street area for the loading and
46 unloading of freight or other deliveries;

47 c. prohibit the construction and occupation of a dwelling for two or
48 fewer families on a single lot, or impose restrictions on height,
49 setbacks, floor area ratios or any similar metric that effectively
50 prevent the construction or occupation of such a dwelling, in any
51 district in which residential construction and occupation is otherwise
52 permitted; or

53 d. prohibit the construction and occupation of a dwelling for six or
54 fewer families on a single lot, or impose restrictions on height,
55 setbacks, floor area ratios or any similar metric that effectively
56 prevent the construction or occupation of such a dwelling, on a lot in

1 any district in which residential construction and occupation is other-
2 wise permitted if such lot is within one quarter mile of any commuter
3 rail or subway station owned, operated or otherwise served by the metro-
4 politan transportation authority, the port authority of New York and New
5 Jersey, or the New Jersey transit corporation.

6 § 3. Section 261 of the town law, as amended by chapter 458 of the
7 laws of 1997, is amended to read as follows:

8 § 261. Grant of power; appropriations for certain expenses incurred
9 under this article. [~~For~~] 1. Except as provided in subdivision two of
10 this section, for the purpose of promoting the health, safety, morals,
11 or the general welfare of the community, the town board is hereby
12 empowered by local law or ordinance to regulate and restrict the height,
13 number of stories and size of buildings and other structures, the
14 percentage of lot that may be occupied, the size of yards, courts, and
15 other open spaces, the density of population, and the location and use
16 of buildings, structures and land for trade, industry, residence or
17 other purposes; provided that such regulations shall apply to and affect
18 only such part of a town as is outside the limits of any incorporated
19 village or city; provided further, that all charges and expenses
20 incurred under this article for zoning and planning shall be a charge
21 upon the taxable property of that part of the town outside of any incor-
22 porated village or city. The town board is hereby authorized and
23 empowered to make such appropriation as it may see fit for such charges
24 and expenses, provided however, that such appropriation shall be the
25 estimated charges and expenses less fees, if any, collected, and
26 provided, that the amount so appropriated shall be assessed, levied and
27 collected from the property outside of any incorporated village or city.
28 Such regulations may provide that a board of appeals may determine and
29 vary their application in harmony with their general purpose and intent,
30 and in accordance with general or specific rules therein contained.

31 2. Notwithstanding any provision of law to the contrary, no town
32 shall:

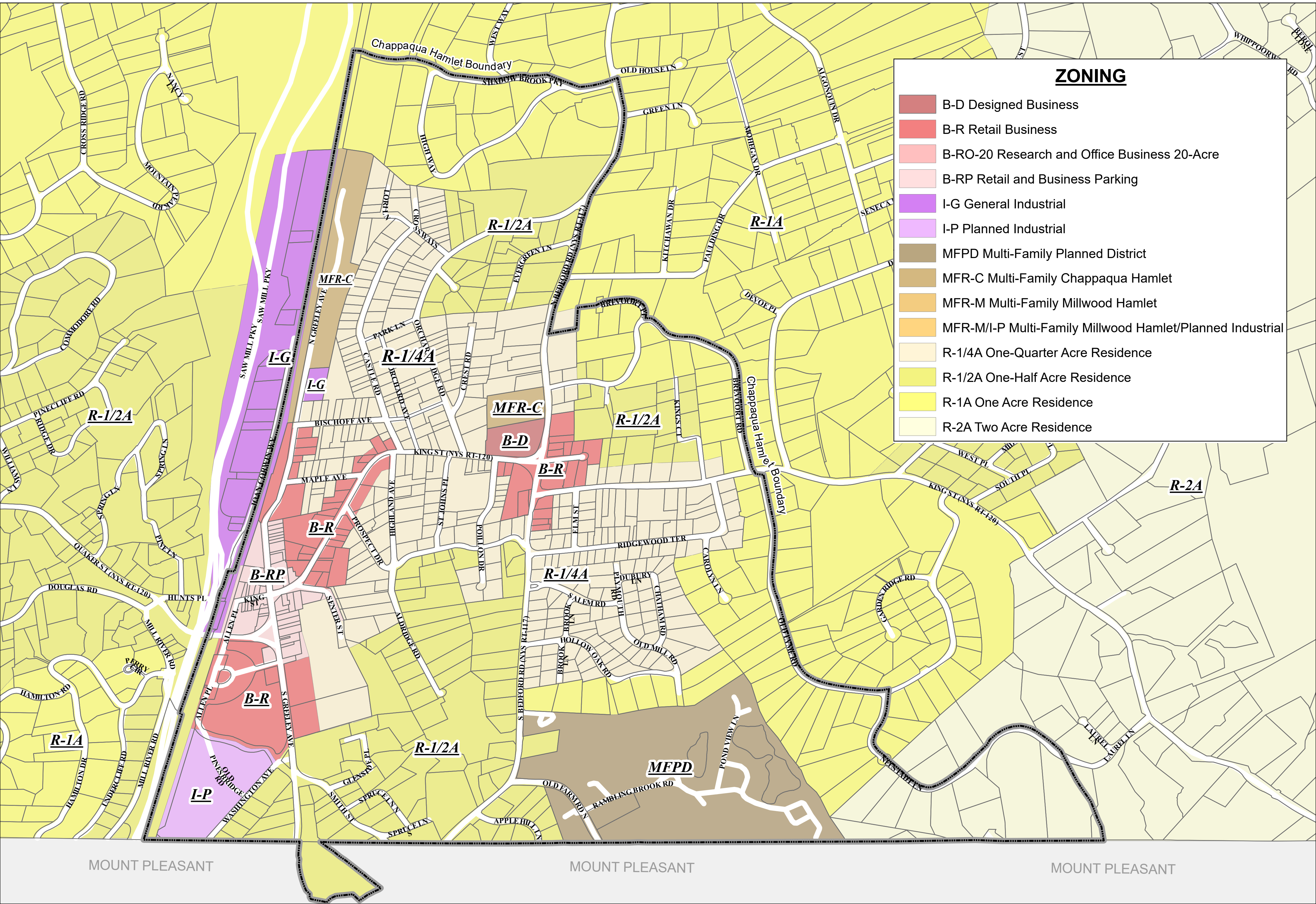
33 a. establish a minimum lot size of more than five thousand square feet
34 if a lot has access to sewer and water infrastructure; or

35 b. establish a minimum lot size of more than twenty thousand square
36 feet in any area.

37 § 4. This act shall take effect on the one hundred eightieth day after
38 it shall have become a law; provided that any city, town or village that
39 has a local law, regulation or other policy that does not comply with
40 the provisions of this act shall, prior to the effective date of this
41 act, take any action necessary to ensure compliance with this act upon
42 the effective date of the act.

2022 Chappaqua Hamlet Census Designated Place Zoning

*DRAFT





SOCIAL MEDIA AND COMMUNICATION POLICY
(Adopted on Feb. __, 2022)

PURPOSE

The Town of New Castle (the “Town”) maintains social media accounts for the purpose of conveying information to the public. The Town recognizes that social media is an evolving communications tool and that new outlets will be become available over time. The Town’s objective in utilizing social media is the dissemination of information about Town programs, services, projects, events, activities and other matters of public concern and interest.

This Social Media and Communications Policy provides guidelines for the Town’s elected officials on deciding what information is published on behalf of the Town on social media platforms. The implementation of this policy may evolve over time based upon new technologies and their adaptation by future administrations, but the basic, content-based guidelines set forth herein for the Town’s use of social media are intended to remain unchanged.

SOCIAL MEDIA AND COMMUNICATION PLATFORMS

The Town presently maintains a Facebook account at <https://www.facebook.com/newcastleny/>. In addition, the Town distributes an e-Newsletter to subscribers via email and posts the e-Newsletter at <https://www.mynewcastle.org/230/eNewsletter>. The Town will have only one official social media site for each social media service or application it utilizes. Unless approved by the Town Board, no Town department, board, or committee shall maintain a social media page or public communications platform except for the following:

- NIXLE, managed by the New Castle Police Department
- New Castle Police Department Facebook Page
- New Castle Police Department Twitter
- Code Red, managed by the Town of New Castle Administrator

MANAGEMENT OF SOCIAL MEDIA

The Town Supervisor and his/her designee(s) shall manage the Town’s social media accounts, in consultation with the Town Board and Town Administrator as appropriate. In addition, the Town Supervisor and his/her designee(s) shall prepare and manage the Town’s e-Newsletter, likewise in consultation with the Town Board and Town Administrator as appropriate. The Town Supervisor shall be primarily responsible for making editorial decisions as to the selection of content for the Town’s e-Newsletter and ensuring that clear,



accurate and complete information is conveyed to the public therein. Such information may include an explanation of initiatives, proposed legislation, policies and other matters being introduced or advanced by the Town Supervisor or considered by the Town Board.

ACCEPTABLE CONTENT FOR THE TOWN'S SOCIAL MEDIA AND COMMUNICATION OUTLETS

The following is a non-exhaustive list of acceptable content for the Town's social media sites and e-Newsletter:

- Emergency notices
- Public meeting notices
- Public hearing notices
- Proposed local laws, including such incidental explanation as may be necessary to inform residents about the intended purpose of proposed legislation
- Announcements of Town events
- Announcements of civic, cultural, charitable, and educational events open to the public
- Announcements by other governmental agencies
- Updates on Town improvement projects
- Results of Town elections
- Reminders of tax and water billing
- Links to forms and information posted on the Town's website
- Links to official information posted by other governmental agencies

UNACCEPTABLE CONTENT FOR THE TOWN'S SOCIAL MEDIA AND COMMUNICATION OUTLETS

The following is a non-exhaustive list of unacceptable content for the Town's social media sites and e-Newsletter:

- Editorials and similar content that is primarily intended to advocate an opinion or position not unanimously held by the Town Board
- Commercial advertising or other information that promotes the sale of a specific product or private service
- Solicitations of donations or fundraising
- Content that promotes a specific religious belief or philosophy
- Content that is not appropriate for persons of all ages



- Linking or “liking” any website or social media page that contains unacceptable content, as described herein
- Content that promotes, condones, or perpetuates discrimination or unequal treatment based upon race, sex, gender identification, age, disability, religion, marital status, or any other characteristic protected by law
- Defamatory or personal attacks
- Threats to any person or organization
- Content relating to a political candidacy, party, or ballot measure

PUBLIC COMMENTS MADE ON TOWN SOCIAL MEDIA ACCOUNTS

A public comment made on a Town social media site does not constitute a legal or official notice to the Town and should not be used as a means of communicating with the Town. All correspondence with the Town shall be made in writing addressed to the appropriate Town official or board or through e-mail sent to an official email account maintained by the Town.

The Town does not make its social media accounts available for public comment and discourse as a virtual public forum. Instead, the Town’s social media accounts are strictly intended to provide the Town with an alternative avenue for disseminating information to the public.

The Town reserves the right to delete any comments left on its social media accounts containing any unacceptable content, as described above.

SOCIAL MEDIA ACCOUNTS MAINTAINED BY CURRENT AND FORMER TOWN BOARD MEMBERS

Town Board members who choose to utilize social media in performing their official duties are encouraged to uphold the highest standards of civility and integrity as public officials. The following uses of social media by a Town Board member are prohibited:

1. Disclosing privileged and/or confidential information obtained in the course of their official duties that is not accessible to the public under the Freedom of Information Law (Public Officers Law Article 6, §§ 84-90).
2. Disclosing matters that could imperil the public safety.
3. Posting pornographic, obscene, or sexually explicit content.
4. Promoting or endorsing subversive acts to local, state, and federal laws.



5. Knowingly making false or misleading statements about the Town, or its employees, services, or elected officials.
6. Communicating personal views that are falsely described as representing Town policies or positions.
7. Referencing one's former Town office on social media in a manner that could reasonably create the appearance of having official authority and/or access to information unavailable to the public at large.
8. Disseminating data that violates HIPAA or privacy concerns.

Nothing in this policy is meant to restrict or discourage robust debate, the discussion of matters of public concern, social discourse, or casual banter on social media or anywhere else.

The Town does not expressly or impliedly endorse or condone the communications of its elected officials made outside the Town's designated social medial and communication channels. The Town assumes no liability for any inaccuracies on social media sites. Comments posted on social media by elected officials reflect the opinions of the individuals posting the comments and do not necessarily represent the opinions or policies of the Town of New Castle.

ADVISORY OPINION AVAILABLE

Any Town Board member who believes that unacceptable content has been placed on a Town social media account, the Town's website, or the Town's e-newsletter may seek an advisory opinion from the Town's Board of Ethics as to whether such content violates the provisions of this Social Media and Communication Policy. (*See* Town Code § 9-14(D)()). The Board of Ethics shall notify the Town Board whenever any such request for an advisory opinion is received, and the individual(s) responsible for the challenged content shall have an opportunity to be heard. The Ethics Board shall furnish a copy of any advisory opinion which it shall render to the Town Board and the Town Attorney. Such advisory opinion shall also be accessible by members of the public.

CERTIFIED RESOLUTION
THE TOWN OF NEW CASTLE TOWN BOARD MEETING
TUESDAY, _____, 2022

**RESOLUTION IN SUPPORT OF THE TOWN OF NEW CASTLE’S CONTRACT
EXECUTION FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE COST
REIMBURSEMENT FROM CONSOLIDATED EDISON’S MAKE-READY PROGRAM**

Council Member _____ moved, seconded by Council Member _____, to adopt the following Resolution.

WHEREAS, The Consolidated Edison (ConEd) Electric Vehicle Make-Ready Program (also known as the PowerReady Program) is a reimbursement program designed to accelerate the deployment of electric vehicle charging equipment in New York State. By increasing the use of electric vehicles and electric vehicle charging stations, this program benefits New York State and New Castle by reducing harmful emissions and the transportation sector’s dependence on petroleum; and

WHEREAS, The Make-Ready Program offers up to a 90% reimbursement for infrastructure installed to increase the deployment of electric vehicle chargers that are publicly available; and

WHEREAS, The electric vehicle charger infrastructure implemented by the New Castle Department of Public Works at 25 Hoags Cross Road, also known as Amsterdam Park, totaled \$5,474.00; and

WHEREAS, The ConEd Make-Ready contract for Project #EV000997, also known as 25 Hoags Cross Road or Amsterdam Park, lists the total reimbursable cost of the electric vehicle charger infrastructure installed by the New Castle Department of Public Works as \$4,927 or 90% of the total implementation cost; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the execution of the ConEd Make-Ready contract for Project #EV000997, also known as 25 Hoags Cross Road or Amsterdam Park, for the reimbursement of costs incurred implementing electric vehicle charger infrastructure.

BE IT FUTHER RESOLVED, this Resolution shall take effect immediately.

VOTE	AYES	NAYS	ABSENT
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Supervisor Katz
Deputy Supervisor Tipp
Council Member Hildenbrand

THIS INTERMUNICIPAL AGREEMENT made this ___day of _____, 2022, 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 (the “County”),

and

THE TOWN OF NEW CASTLE, a municipal corporation of the State of New York, having an office and place of business at 200 S. Greeley Avenue, Chappaqua, NY 10514 (hereinafter the “Town”)

WHEREAS, the County is undertaking the extension of a trunk sewer located at Quaker Street in the Town (“Sewer Line”); and

WHEREAS, the Town has proposed to design a new water main to be located at Quaker Street (“Water Main”) in the vicinity of the Sewer Line; and

WHEREAS, the Town has requested that the County combine the design of the Water Main with that of the Sewer Line into a single project (“Project”) for the purpose of public bidding; and

WHEREAS, the County and the Town desire to enter into an intermunicipal agreement (“Agreement”) to set forth the terms and conditions under which the parties will undertake and pay for the Project.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Agreement.

2. **PERFORMANCE OF WORK**: The County agrees to perform, or cause its consultants to perform, the work necessary to complete the design for the Project, in accordance with the plans, scope

of work and budget attached hereto and made a part hereof as Schedule “A” (the “Work”). The parties acknowledge that the plans for the Project shall be reviewed with the Town’s staff as set forth in Schedule “A”. Modifications to the plans or scope, or change orders that in any way change the aforementioned Work shall require the prior written approval of the Town. Nothing herein shall create or be construed to create a third-party beneficiary relationship between the Town and the consultants hired by the County to carry out the Work, and the parties hereto expressly disclaim any intention to create such a relationship.

3. **TERM:** The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2024, unless terminated sooner pursuant to the provisions of this Agreement.

4. **COSTS:** In consideration for the Work to be performed pursuant to paragraph “2” above, the Town shall pay the County an amount not-to-exceed \$394,800.00 (three hundred ninety-four thousand eight hundred dollars), representing the total estimated cost of design for the Water Main. In the event that the final total for the Water Main design costs exceed the estimated cost of \$394,800.00, the Town shall be solely responsible for any excess cost. Additional costs shall be calculated using the Rate and Cost Schedule as shown in Schedule “A”. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any additional payment of any kind or be under any other obligation or liability hereunder in connection with the Water Main design.

5. **PAYMENT:** The parties agree that all payments made by the Town to the County shall be on a cost reimbursement basis based upon actual billing received by the County for Project costs as set forth in the estimated budget which is attached hereto and made a part hereof as part of Schedule “A”. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Water Main design, shall be submitted by the County along with standard documentation (typically received by the County from consultants) that the Town may require to substantiate all requests for payment, including but not limited to, proof of payment by the County to any and all consultants performing Work on the Project. Any request for payment shall be paid by the Town within thirty (30) days of receipt. In no event shall a *final* payment be made to the County prior to completion of the Water Main design.

6. **SUBJECT TO COUNTY APPROPRIATIONS:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein.

7. **TERMINATION:** (a) The County, upon ten (10) days-notice to the Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the County shall be compensated and the Town shall be liable only for payment for Work already rendered under this Agreement prior to the effective date of termination, in accordance with the budget attached hereto as part of Schedule "A". Following the Town's receipt of notice that the County is terminating this Agreement in its best interests, any further Work undertaken by the County on the Water Main design shall be at its own peril and sole expense. Except for Work already performed, the Town shall incur no further liability in furtherance of this Agreement without the express approval of the Town.

(b) In the event the County determines that there has been a material breach by the Town of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Town of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement. Except for Work already performed, the Town shall incur no further liability in furtherance of this Agreement without the express approval of the Town. Without

limiting the foregoing, upon written notice to the Town, repeated breaches of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

8. MAINTENANCE OF RECORDS: The County shall, at its sole cost and expense, keep, maintain, and preserve at its principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection with the Project. The Town shall have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved. All of the provisions of this Section “8” will survive the expiration or other termination of this Agreement.

9. REPRESENTATIONS, WARRANTIES AND GUARANTEES: The Town expressly represents, warrants and guarantees to the County that:

(a) the execution and performance of this Agreement by the Town has been duly authorized by its governing board; and

(b) this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Town enforceable against the Town in accordance with their respective terms; and

(c) the Town will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing board authorizing the execution of this Agreement, and any other documents required to be delivered by the Town; and

(d) the person signing this Agreement on behalf of the Town has full authority to bind the Town to all of the terms and conditions of this Agreement.

10. INDEMNIFICATION: The Town shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions

hereunder by the Town or third parties under the direction or control of the Town. The County shall defend, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

11. ASSIGNMENT OF RIGHTS: Neither party may assign any rights under this Agreement without the prior express written consent of the other party.

12. ENTIRE AGREEMENT; AMENDMENT: This Agreement, including without limitation, all schedules and attachments, constitute the entire Agreement between the parties and will supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

13. COMPLIANCE WITH LAW: The County and the Town will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

14. NOTICES: All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt:

To the County: Commissioner
 Department of Environmental Facilities
 County of Westchester
 270 North Avenue, 6th Floor
 New Rochelle, NY 10801

with a copy to: County Attorney

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

To the Town: Town Administrator
200 S. Greeley Avenue
Chappaqua, NY 10514

with a copy to: Town Attorney
Keane & Beane, P.C.
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601
Attn: Nicholas M. Ward-Willis

15. VALIDITY: 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 will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

16. APPROVALS: It is hereby acknowledged that any request for any modification of the terms hereof which requires the consent of the parties will be subject to the receipt of any and all necessary legal approvals.

17. EXECUTION: This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement.

18. GOVERNING LAW: This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

19. NO WAIVER: Failure of the Town to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

20. THIRD PARTIES: Nothing herein is intended or will be construed to confer upon or

give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

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

22. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

IN WITNESS WHEREOF, the County of Westchester and the Town of New Castle have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Vincent F. Kopicki, P.E
Commissioner
Department of Environmental Facilities

TOWN OF NEW CASTLE

By: _____
Lisa Katz
Town Supervisor

Approved by the Westchester County Board of Legislators by Act No. _____ at a meeting duly held on _____, 2022.

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on _____, 2022.

Approved by the Town of New Castle Town Board by Resolution No. _____ on _____, 2022.

Approved as to form and
manner of execution:

Associate County Attorney
County of Westchester

Approved as to form and
manner of execution:

Town Attorney
Town of New Castle

TOWN ACKNOWLEDGMENT

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

On the ___ day of _____ in the year 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

TOWN CERTIFICATE OF AUTHORITY

I, _____, certify that I am
(Officer other than officer signing contract)

the _____ of the _____
(Title) *(the "Municipality")*

a municipal corporation duly organized and in good standing under the _____

(Law under which organized, e.g., the New York Business Corporate Law)

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

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

(Title of such person)

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

(Signature)

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

On this _____ day of _____, 20 __, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

Signature and Office of individual
taking acknowledgment

SCHEDULE "A"

Scope of Work, Project Cost, and Additional Work Rate and Cost Schedule

Scope of Services

The Scope of Services listed below is based on the following:

- Use of existing datum reference for locating the new water main and sanitary sewer in Quaker Street.
- Use of shared subsurface soil information from the soil boring investigation program previously done for the County.
- Development of integrated site plans that show existing utilities and the proposed pipelines for both the new sewer and new water main.
- Work tasks will be organized and listed under the County's standard scope of services work breakdown structure.
- Work tasks will be performed to County Standards and requirements
- Meetings will be coordinated and scheduled at the same time as meetings for the County sanitary sewer project

Tasks 1, 2, 3 and 4 – Schematic Design Phase (30%)

Development of Schematic Design Documents will include the following tasks outlined in the Town's RFP for the Quaker Street Water Improvement Project.

Schematic Design will include:

- Gathering/Assimilation of Town Supplied Information (RFP Task 1)
- Preparation of Conceptual Design Plans (RFP Task 2)
- Review Workshops with Town Staff (RFP Task 3)
- Preparation of Preliminary Construction Cost Estimate (RFP Task 4)

The scope of work for the design shall include the following:

Tasks 1 & 2 - Gathering/Assimilation of Information/Conceptual Design Plans

1. Review current water system information on file and work closely with Town staff to incorporate specific project and service considerations into the design documents.
2. Attend a kickoff meeting/workshop with the County and Town to initiate the project.
3. Clarify and finalize the need and extent of the existing water main replacement located along Quaker Street (Route 120) in the Town of New Castle. For the purposes of this proposal, the following work elements were identified:

- a. It is anticipated that replacement of the water main will start from approximate Station 2+65, which is located at the intersection of Quaker Street (NYS Route 120) with Hunts Place, and ends at the southern property line of 420 Quaker Street.
- b. The point of connection is a 12-inch water main.
- c. The total length of water main to be designed is approximately 4,810 linear feet.
- d. Water main piping shall be Class 54 cement mortar lined, ductile iron.
- e. The existing water main to be replaced is 6-inch in diameter.
- f. The new water main will be upsized to 10-inch diameter, as base bid, and an “add alternate” will be included in the bid proposal for 12-inch diameter option.
- g. Complete a design and installation layout for a temporary Bypass System, consisting of the following:
 - Materials furnished (bypass pipe, service hose, connections, and related appurtenances) that come into contact with drinking water shall be certified for conformance with ANSI/NSF Standard 61 by an ANSI third party certification program.
 - Materials shall be adequate to withstand the required water pressure and conditions of use and shall provide adequate tightness before being put into service.
 - Temporary bypass pipe shall be steel having a minimum working pressure of 200 pounds per square inch with restrained couplings.
 - Two bypass systems shall be utilized, which consist of a 4-inch diameter steel pipe located on the westerly side of Quaker Street with a second 4-inch diameter steel pipe located on the east side of Quaker Street.
 - Water service hose to be used for connection from the temporary bypass pipe to the existing residences shall have a minimum working pressure of 200 lbs. per square inch and be made of material that will not have an adverse effect on the taste or odor of the water. The intent is to eliminate direct connection into the existing curb boxes. Pressure reducing valves (PRV) may be required at each service connection, depending upon the presence of a PRV in each house.
 - A survey form will be created that will be mailed to residents that are directly connected to the water main on Quaker Street (approximately 65 homes). The survey form will be used to identify the existence of PRV's and existing homes. An additional field visit will be planned for nonresponses to the mailed survey form. It is anticipated this will be no more than 20 homes.

- Temporary fire hydrants will consist of a 4-inch by 4-inch tee or a 4-inch 90° bend from the bypass lines. A butterfly valve will be connected to end of the tee or bend, and an operating nut to control the valve. The temporary fire hydrant will be equipped with a 4½-inch diameter National Standard threaded nozzle with hydrant cap installed. Temporary fire hydrants will be located near existing fire hydrants.
- h. Gate valves will be placed at intervals not to exceed 1,000 ft. and be resilient seat gate valves (250 PSI) type.
 - i. Three gate valves will be placed at 4-way water main intersections and three gate valves will be placed at 3-way water main intersections.
 - j. New water main taps will be 1½-inches, Type K copper piping with new curb boxes.
 - k. The Town of New Castle will provide all hydrants and fittings where required. It is critical that all New Castle supplied hydrants and fittings be onsite and available to the contractor prior to contractor's mobilization to the site. There have been various supply and supply chain interruptions which have delayed delivery of materials for various water and wastewater projects. It is anticipated that the Town of New Castle will provide the following hydrants and fittings. This list can be refined during the design development phase:
 - Fire hydrants
 - Resilient seated gate valves
 - 11¼°, 22½° 45°, 90° bends
 - Restrained fittings for vertical alignment changes

It is recommended that the Town of New Castle order additional valves and fittings, as there is a potential for alignment shifts during construction caused by unknown underground conditions.

- l. Unit price items will be used for critical quantities for water main construction, including rock removal and disposal, backfilling, paving, etc.
- m. Hydrants shall be placed at intervals not to exceed 500-feet, specifically at or near existing hydrant locations. NFPA code review for placement of hydrants based on distance from buildings is not included.
- n. Obtain permits and approvals needed from interested agencies including, but not limited to, the New York State Department of Environmental Conservation (NYSDEC), Westchester County Department of Health (WCDOH), New York State Department of Transportation (NYSDOT), Town of New Castle Wetland Permit (Chapter 137) (By Town Staff – Fee Waived) etc., will be identified.

- o. Develop a Schematic Design Report which follows the Clean Water State Revolving Fund (CWSRF) Engineering Report Outline, as outlined by the New York State Environmental Facilities Corporation (NYSEFC).

Preparation of Conceptual Design Plans

1. Develop a conceptual design plan which shall provide plans, profiles and sections, and elevations to describe the character and layout of all components of the proposed water main design including, at a minimum, the following elements and details:
 - a. Cover Sheet (location map and index of drawings).
 - b. Existing conditions (roadway, curb line, sanitary sewer, storm sewer, water main, gas and electric).
 - c. Proposed infrastructure improvements, which include new water main, gate valves, hydrants and bypass system.
 - d. Proposed water main profiles.
 - e. Maintenance and Protection of Traffic and safe pedestrian access along sidewalks, pedestrian access to merchants during construction, Construction Phasing Plan.
 - f. Drawings and Deliverables:
 - Design and scaled AutoCad drawings on CD – (two CD's).
 - Four sets of full-size drawings (22" x 34") at an engineering scale of 1" = 20". In addition, four reduced sized (11" x 17") drawings will be provided using a graphical scale proportional with the full-size drawings and provided in electronic format (PDF).
2. A written list of technical specifications will be provided.
3. Complete a supplemental topographic survey by a licensed Land Surveyor, as necessary, for the design of the water main.
4. Identify known underground and overhead utilities located in the areas of work and show on the plans. Trees along the route, especially those that may be impacted by the construction, will be identified and shown on the plans. Trees that will be compromised during construction will be required to be removed. EDR will discuss with the County and Town of New Castle a tree replacement approach for trees that are removed. EDR has extensive experience with streetscaping design that includes the replacement or addition of new trees and plantings.
5. Test pits at utility crossings will be conducted to aid in the design. A maximum of four test pits will be performed.
6. Permanent and temporary easements are not expected to be necessary for this work.
7. Develop traffic plans for maintaining and protecting local vehicular access conforming to

NYSDOT requirements as required, including temporary construction detours. The EDR team recently completed a sewer construction project along NYS Route 17 in Sloatsburg, NY. This project required extensive coordination with NYSDOT to control traffic as well as providing adequate safety measures during rock blasting and excavation.

Task 3 - Review Workshops with Town Staff

1. Attend a 30% progress review meeting. EDR will meet with Town representatives to obtain staff input on conceptual design plans and to discuss various proposals/approaches based on the draft conceptual design documents. A total of two review periods by Town officials, consisting of approximately 14 days, should be anticipated by staff.
2. Based on input received from the Town, a final Schematic Design Report will be finalized for distribution.

Task 4 - Preparation of Preliminary Construction Cost Estimate

1. EDR will provide a 30% design and preliminary construction cost estimate for the new water main. The intent of this estimate is to serve as a reference for budgeting considerations.

Task 5 - Final Construction Documents

1. Development of final Construction Documents will include the following tasks outlined in the Town's RFP for the Quaker Street Water Improvement Project.
 - Final Design Development (RFP Task 5)
 - Final Design Development Plan Review by Town Staff (RFP Task 6)
 - Preparation of Final Design Development Plan Cost Estimate (RFP Task 7)
 - Preparation of Construction and Bid Documents (RFP Task 8)

Final Design Development

1. EDR will develop Construction Contract Documents ready for bidding and construction based on the engineering design. The Contract Documents will consist of "Front End" Contract Documents, signed and sealed engineering drawings, and the project's technical specifications.

The Construction Contract will incorporate Westchester County's front end "boilerplate" documents as part of the Saw Mill B-2 Trunk Sewer Extension Project along Quaker Street. The Town's supplied "boilerplate information" will not likely be integrated with Westchester County's standard documents but will be reviewed.

2. Construction and Bid Document Deliverables include the following:
 - a. Design and scaled AutoCad drawings on CD – (two CD's).
 - b. Four sets of full-size drawings (22" x 34") at an engineering scale of 1" = 20". In addition, four reduced sized (11" x 17") drawings will be provided using a graphical scale proportional with the full-size drawings and provided in electronic format (PDF).
 - c. Technical specifications for all work associated with the Water Main and Trunk Sewer Projects.

Task 6 - Final Design Development Plan Review by Town Staff

1. EDR will attend a 90% progress review meeting with Town representatives. Based on input received from the Town, final design drawings and Contract Documents will be developed for review and approval.

Task 7 - Preparation of Final Design Development Plan Cost Estimate

1. EDR will prepare and provide a revised opinion of probable construction costs based on information contained in the Contract Documents. This estimate will be prepared from computed quantities and current unit cost estimates for all proposed work items.

Task 8 - Preparation of Construction and Bid Documents

1. Based on review comments received from the Town on the 90% design documents and associated cost estimate, EDR will complete preparation of the final construction and bid documents.
2. Upon completion, EDR will attend a final progress meeting to review the completed documents and to determine if there are needed revisions to the latest construction cost estimate.

Please note that final bid documents will be supplied by Westchester County.

Project Cost Estimate

Task	Cost
Task 1: Gathering/Assimilation of Town Supplied Information	\$4,200
Task 2: Preparation of Conceptual Design Plans	\$83,200
Task 3: Review Workshop with Town Staff	\$2,500
Task 4: Preparation of Preliminary Construction Cost Estimate	\$7,400
Task 5: Final Design Development	\$210,000
Task 6: Final Design Development Plan Review by Town Staff	\$2,500
Task 7: Preparation of Final Design Development Plan Cost Estimate	\$7,400
Task 8: Preparation of Construction and Bid Documents	\$77,600
Total	\$394,800

2021 Rate and Cost Schedule for Additional Services

Environmental Design & Research, Landscape Architecture, Engineering and Environmental Services, D.P.C. (EDR) for additional professional services as follows:

LABOR CATEGORY	HOURLY RATES
Principal	\$240.00
Associate Principal.....	\$190.00
Senior Project Manager.....	\$155.00
Senior Architect/Senior Landscape Architect	\$135.00
Senior Engineer (Specialist*).....	\$180.00
Senior Environmental Scientist.....	\$135.00
Project Manager	\$140.00
Project Engineer	\$130.00
Engineer	\$90.00
Architect/Landscape Architect.....	\$110.00
Environmental Specialist	\$95.00
Managing Designer	\$150.00
Senior Designer/Technician.....	\$90.00
Designer/Technician	\$85.00
Senior Drafter/Assistant Technician	\$80.00
CAD Drafter.....	\$75.00
Senior Project Representative	\$135.00
Project Representative	\$125.00
Support Personnel	\$75.00
GIS Analyst.....	\$95.00
Visualization/Graphic Specialist.....	\$95.00
Executive Assistant.....	\$85.00

*Structural, Mechanical, Electrical, or Civil

Note: This schedule is subject to annual or periodic adjustments.

SUBCONTRACTOR SERVICES COST plus 5%

REIMBURSABLE EXPENSES

Photocopies	\$0.05/page
Color Prints 8½ x 11	\$.50/page
Double Sided.....	\$.75/page
Color Prints 11 x 17	\$1.00/page
Double Sided.....	\$1.50/page
Large Format CAD Plots	\$0.60/square foot
Large Format Photo/Rendering Plots.....	\$6.00/square foot
Large Format Cartographic	\$1.75/square foot
Mileage	IRS Current Rate
Tolls	Cost
Lodging.....	Cost
Equipment Rentals	Cost
Expedited Delivery (courier, overnight mail)	Cost

Note: This schedule is subject to annual or periodic adjustments.

From: [Sabrina Charney Hull](#)
To: [Jill Shapiro](#)
Cc: [Robert Deary](#); [Christina Papes](#); [Lauren Cascone](#); [Tiffany White](#)
Subject: Resolution Re. Recycling.doc
Date: Wednesday, February 2, 2022 3:00:15 PM
Attachments: [Resolution Re. Recycling.doc](#)

Jill- Attached is word version of a recycling resolution resolving that the Town promotes recycling through Chapter 73 and provides for recycling in all Town owned buildings and events. This resolution does not set forth anything new, it just formalizes what we currently do. Passing and submitting a certified resolution like this is a requirement for the Town to receive additional Climate Smart points. The Town, working with the Climate Smart Taskforce , is hopeful that by the April 1, 2022 deadline we will have reached silver status!

Please let me know if you need any additional information.

Sincerely,

Sabrina

Sabrina D. Charney Hull, AICP Director of Planning
Town of New Castle
200 South Greeley Avenue
Chappaqua, New York 10514
M.(203)241-7030 P. (914)238-4723 F. (914)238-5177
E. sabrina@mynewcastle.org
W. www.mynewcastle.org & www.plannewcastle.us

TW. @Plan4NewCastle

 Please consider the environment before printing this email.

Please be advised that Town Offices are open to the public by appointment only, from 9am-12 noon. Appointments can be scheduled for each department on the Town website using our appointment scheduler. However, Town Staff members are available in each Dept. to respond to all e-mails and calls during normal business hours. We encourage you to continue to use e-mail for the fastest response. In addition, a drop box is available in the lobby next to the Police Dept. for all applications, submissions etc. Thank you and please contact the Development Department. if you have any questions.



TOWN OF NEW CASTLE

200 S. Greeley Avenue, Chappaqua, New York 10514 • Ph. (914) 238-4723 • Fax (914) 238-5177 •

WHEREAS, the Town of New Castle believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas emissions reductions required for climate stabilization will require sustained and substantial efforts on the national, regional and local level; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come; and

WHEREAS, New York State has established the Climate Smart Communities Program, sponsored by the Department of Environmental Conservation; Energy Research and Development Authority (NYSERDA); Department of Public Service; Department of State; Department of Transportation; and Department of Health; and

WHEREAS, the Town of New Castle is incredibly proud to have been the first community of its size range in the state and the first of all municipalities in Westchester County to receive the Clean Energy Community designation. The designation highlights the importance placed on climate change mitigation, clean energy and sustainability in New Castle since 2008, when the Town became the first municipality in New York State to take the Climate Smart Community pledge; and

WHEREAS, New Castle's 2017 Comprehensive Plan (CP) reflects the Town's continued commitment to climate change mitigation, clean energy and sustainability. The CP establishes goals to update the Climate Action Plan and develop new Green House Gas emission reduction targets. It also directs the Town to define and reach a specific percentage of municipal energy procured from renewable generation sources and to identify potential sites for renewable energy installations on government-owned properties; and

WHEREAS, on April 21, 2021 the New Castle Town Board established the New Castle Climate Smart Communities (CSC) Task Force and a Climate Smart Communities (CSC) Coordinator to further the Town's commitment under the Climate Smart Communities program to implement climate mitigation and adaptation actions which will result in the Town of New Castle reaching Silver Status ; and

WHEREAS, in 1997 the Town of New Castle established Chapter 73. Garbage, Rubbish and Refuse within the *Code of the Town of New Castle*, which calls for Town-wide residential refuse and garbage collection to be performed by a private carter under contract with the Town to promote all reasonable



TOWN OF NEW CASTLE

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efforts to further the recycling of glass, metal, plastics, newspapers and other materials and sets requirements and procedures for non-residential refuse and garbage collection; and

WHEREAS, Chapter 73 embodies the Town's standards, requirements and procedures for the regulation of refuse, garbage collection and recycling within the Town of New Castle, which includes providing the opportunity for the public to use recycling bins in all Town-owned buildings since before the 1997 legislative requirements; and

NOW, THEREFORE BE IT RESOLVED, that Town of New Castle, in order to reduce greenhouse gas emissions and adapt to a changing climate, instructs the Town Administrator to continue the use of recycling bins at employee desks, in public areas, inside all municipal buildings; and

BE IT FURTHER RESOLVED, that the Town of New Castle continues to provide the use of recycling bins at all Town parks, ballfields and other publically- owned areas under the control of the Town, and

BE IT FURTHER RESOLVED, that the Town of New Castle as per the community-wide weekly garbage collection contract continues to provide for recycling to be collected from all residential properties, and

BE IT FURTHER RESOLVED: that the Town of New Castle continues the practice of placing recycling bins at all events sponsored by the Town and Town permitted events.