

## **CITY OF RYE**

### **NOTICE**

There will be a regular meeting of the City Council of the City of Rye on Wednesday, December 15, 2010, at 8:00 p.m. in the Council Room of City Hall.

### **AGENDA**

1. Pledge of Allegiance
2. Roll Call
3. General Announcements.
4. Draft unapproved minutes of the Regular Meeting of the City Council held December 1, 2010.
5. Residents may be heard who have matters to discuss that do not appear on the agenda.
6. Continuation of Public Hearing to repeal Chapter 76 “Dogs” and replace it with a new Chapter 76 “Dogs”, now that the State has relinquished enforcement to the City.
7. Continuation of Public Hearing to amend Local Law Chapter 167, Section 48C, Removal of snow and ice by City; cost; penalties, and Local Law Chapter 191, Vehicles and Traffic, Section 191-32 through 191-35, Penalties for parking offenses, to modify selected parking ticket fines.
8. Continuation of Public hearing on the proposed 2011 Budget.
9. Resolution to adopt the 2011 Budget and establish the 2011 tax levy and 2011 tax rate.  
Roll Call.
10. Resolution to adopt a Budget Amendment of a 1.19% reduction of the adopted increase of the tax rate of 2.16%, which would result in a tax rate increase of 0.97%.  
Roll Call.
11. Resolution authorizing the City Comptroller to make the necessary year-end closing transfers.  
Roll Call
12. Acceptance of Grant Award from the U.S. Department of Justice in the amount of \$11,750 for armored vests for the Police Department.
13. Resolution authorizing the Mayor to execute an agreement with the Rye Free Reading Room to furnish library services for 2011.  
Roll Call
14. Resolution to authorize participation in Westchester County contracts.  
Roll Call

15. Resolution authorizing the City Manager to enter into a contract with the County of Westchester for Snow and Ice Removal on County Roads for the period October 1, 2010 to September 30, 2015.
16. Resolution appointing a Corporation Counsel effective January 1, 2011, establishing the terms and conditions of employment, and authorizing the Mayor to sign an employment agreement.  
Roll Call.
17. Resolution fixing January 12, 2011 as the first regular meeting and the organizational meeting of the City Council for 2011.
18. Miscellaneous communications and reports.
19. Old Business.
20. New Business.
21. Adjournment.

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The next regular meeting of the City Council will be held on Wednesday, January 12, 2011.

\*\* City Council meetings are available live and re-cablecast by RTV on Cablevision Channel 75 and Verizon Channel 39; they are also available for replay, video on demand, at <http://rye.peg.tv>.

\* Office Hours of the Mayor on 12/15/10 will be held at 7:00 p.m. in the Mayor's Conference Room.



# CITY COUNCIL AGENDA

NO. 4

DEPT.: City Clerk

DATE: December 15, 2010

CONTACT: Dawn F. Nodarse

**AGENDA ITEM:** Draft unapproved minutes of the Regular Meeting of the City Council held December 1, 2010, as attached.

**FOR THE MEETING OF:**

December 15, 2010

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council approve the draft minutes.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

Approve the Unapproved Minutes of the Regular Meeting of the City Council held December 1, 2010, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on December 1, 2010 at 8:00  
P.M.

PRESENT:

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

ABSENT: None

The Council convened at 7:30 p.m. Councilman Jovanovich made a motion, seconded by Councilwoman Gamache and unanimously carried to immediately adjourn into executive session to discuss personnel matters. Councilman Filippi made a motion, seconded by Councilwoman Parker and unanimously carried, to adjourn the executive session at 8:00 p.m. The regular meeting convened at 8:07 p.m.

1. Pledge of Allegiance

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

2. Roll Call

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

3. General Announcements

Mayor French announced that the Rye Town Park Commission would be holding a strategic meeting on Saturday, December 11<sup>th</sup> at 10:00 a.m. in the Rye Town Offices.

4. Draft unapproved minutes of the Budget Workshop held November 15, 2010, the Regular Meeting/Budget Workshop of the City Council held November 17, 2010 and the Budget Workshop held November 22, 2010

Councilwoman Keith made a motion, seconded by Councilwoman Parker and unanimously carried to approve the minutes of the budget workshop of the City Council held on November 15, 2010.

Councilman Jovanovich made a motion, seconded by Councilwoman Parker and unanimously carried, to approve the minutes of the regular meeting of the City Council held on November 17, 2010.

Councilwoman Keith made a motion, seconded by Councilwoman Gamache and unanimously carried, to approve the minutes of the budget workshop of the City Council held on November 22, 2010.

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

Maureen Gomez and Steve Cadenhead of the Shared Roadways Committee said the main objective of the Committee is to prioritize actionable, shovel ready projects that will make walking and/or biking in Rye safer and more pleasurable. They offered a brief presentation on a road marking symbol called a “sharrow”. If implemented, sharrows will assist bikers on where to ride; alert motorists that bikers are on the roadway; encourage safer passing of bicyclists by motorists; help reduce the incidents of bikers riding on the wrong way on the road; and will be an alternative to bike lanes. They said it would be inexpensive to implement and would stimulate broader awareness of biking and pedestrian safety. The County has issued a challenge to each municipality to implement one mile of sharrows, with a completion date of April, 2011. The Committee will return to the Council in January with a formal presentation and request for approval.

6. Mayor’s Management Report

- Update from the Playland Strategic Planning Committee

Councilwoman Parker reported that the Committee has held five meetings since September, including a public co-forum with the Rye Historical Society on November 18th. County Legislator Judy Myers, County Representatives Bill Mooney and Peter Tartaglia, Joy Riedenberg from the Edith Reed Sanctuary and Committee co-chair Susan Morison were present at the forum. The initial goal of the Committee was to educate themselves about issues related to Playland and they are now ready for public input. The next public forum will be on December 13<sup>th</sup> at 7:30 p.m. at City Hall. The Committee sees three potential options at this point: (1) the amusement park operation would be tweaked to allow it to remain open and become profitable; (2) the park would become more of a recreation based park; or (3) the County accepts a proposal that would be drastic and very different from what the City would like to see. An additional public forum will also be held in January and the Committee may report back to the Council after that.

- Legal Update

Interim Corporation Counsel Kristin Wilson reported on the following matters:

- Beaver Swamp Brook – Department of Environmental Conservation (DEC) staff has sent a request to Harrison for additional information. They are looking for environmental

issues that deal with traffic, noise and flooding from a local perspective. The DEC is taking a hard look at environmental issues before making a SEQRA determination.

- Schubert v. City of Rye - A decision is still awaited from Judge Karas on the City's motion to dismiss.
- "No Knock Registry" – the Law Department and City Clerk's Office are working on the implementation. It is hoped people will be able to sign up for the registry in a couple of weeks. The new law goes into effect on January 1, 2011.

7. Resolution to act on proposed Budget modifications

City Manager Pickup said that the Council had asked staff for a recommendation on what it would take to get to a 1% tax increase. He said this would require a change of approximately \$193,000. He outlined amounts that could be saved by reducing expenses that include: (1) reducing expense item for Rye Town Park (\$50,000); (2) a reduction for materials and supplies including sewer repairs, drainage repairs, police training, police uniforms, fire vehicle supplies and pay station controller issues (\$122,000); and (3) a reduction in payment for Corporation Counsel benefits by utilizing a retainer agreement that defines the position as an independent contractor (\$25,000). The total for proposed expense reductions is \$197,160. Additional revenue increases include: (1) increasing the rate for merchant parking permits to \$410 (\$11,000); (2) increases in other fines and penalties (\$14,000); and (3) capturing additional police overtime costs relating to various private and other uses of the public right-of-way for private events (\$9,000). The total for proposed revenue increases is \$34,000. By removing the additional expenses and adding the revenues the original tax rate increase of 2.16% would be reduced to .97%. Mr. Pickup said that every cut proposed reduces flexibility in the organization going forward and will have operational impacts. It was decided that the proposed budget modifications should be discussed in connection with the budget public hearing.

8. Public Hearing to amend Local Law Chapter 167, Section 48C, Removal of snow and ice by City; cost; penalties, and Local Law Chapter 191, Vehicles and Traffic, Section 191-32 through 191-35, Penalties for parking offenses, to modify selected parking ticket fines

Councilwoman Gamache made a motion, seconded by Councilwoman Keith and unanimously approved, to open the public hearing.

Interim Corporation Counsel Wilson said that the proposed local law was based on the Council's desire to reevaluate certain fees in the code, many of which had not been increased in years. Comptroller Jean Gribbins said that the City Court Judges had also offered suggestions of what they believed the fines should be and, therefore, a range of the amounts for the fines was put into the local law. Mayor French said he wanted to keep the public hearing open to the December 15<sup>th</sup> meeting. Ms. Wilson said that the local law must be adopted prior to the adoption of the budget for the additional revenue to be included.

The only member of the public who commented on the proposed local law was *Jim Amico*, who asked how violations of the law would be enforced if cuts were made in the police department.

Councilman Jovanovich made a motion, seconded by Councilwoman Parker and unanimously carried, to continue the public hearing to the December 15, 2010 meeting.

9. Public hearing on the proposed 2011 Budget

Mayor French said the property tax levy in Rye has grown approximately 8% a year in the last ten years, which is higher than the Consumer Price Index. He said that residents have indicated they want to change the direction of the trend. Since March the Council has been looking at several strategies to sustain the community for the long-term including restructuring the operation of the organization, looking into ways to utilize technology, moving toward market rates for fees, and slowing capital spending. Councilwoman Keith said she believed Rye could be an example because of the tough changes that will be made this year. Councilwoman Gamache said that the Council had been focused and worked together to find agreement while maintaining service levels. Councilman Sack noted that although the budget discussion started earlier this year, not all topics were discussed that should have been. He added that he would have liked to have discussions about pension costs and health care increases earlier, so the City would not have been pushed against the wall.

Councilman Jovanovich made a motion, seconded by Councilwoman Gamache and unanimously carried to open the public hearing.

Discussions were held on the following topics:

Police Department

Comments were made by *Franco Campagnone, Lou Olivier, Jake Chittenden, John Wood, Mike Larkin and Michael Anderson* members of the Rye Police Department, as well as *William Steere, Craig Antico, Sukey Van Dijk, Arnold Lewis, Deirdre Burbank, David Greer, Frank Fioretti, Craig Romanek, Billie Jean Tanney, Vito LaRusso, Noreen Kelleher and Scott Florio* regarding proposed changes to the Police Department. Their comments included:

- Adequate analysis was not done before decisions were made regarding reductions to the Marine Patrol and the DARE Program and Youth Division?
- The emphasis is on cutting taxes, not on safety.
- Reducing police could affect public safety and property values.
- The DARE Program helps limit “at risk” behavior and builds a better relationship with the police.
- Less enforcement equals less safety on the street.
- Officer John Wood has a wonderful relationship with the children of Rye. They feel they can seek him out if they need him. The City should think twice before cutting the Youth Officer.
- The Youth Program is contained in both the 2010 Accomplishments and 2011 Highlights of the budget document. How can this be done without a person in the Youth Division?
- The Marine Unit is very important for safety and security to people on the water.
- Don’t cut taxes by cutting police services.

- The Mamaroneck Marine Unit depends on the Rye Marine Unit for mutual aid.
- Residents of Hen Island depend on the Marine Unit for emergencies.
- New York State reimburses approximately 50% of the costs for the Marine Unit.
- Tax payers are willing to pay what it takes to keep the police force.
- How were the decisions to restructure the police department made?
- Don't cut the training budget; the Police Department needs to be professional.
- Can a workshop with the Police Department be held prior to the budget adoption?

City Manager Pickup said that there was misinformation in the community about proposed changes to the DARE Program, the Youth Officer and the Marine Patrol. He said the City is faced with a difficult choice that involves consolidating operations within the detective function. The City has talked with the Board of Education about modifying the DARE Program so that even though it will be different than what currently exists it will still provide an opportunity to reach out into the schools. Officer Wood's job is not being eliminated. It is being reallocated and reassigned, similar to what has been done in other City departments. Mr. Pickup said that currently the Marine Patrol is staffed by a full-time officer assigned to it from April to November. Due to demands from the community for additional police manpower during the school year for public safety services around the schools, the decision was made to reduce the time that a full-time police officer would be assigned to the Marine Unit to the period from Memorial Day to Labor Day. He said that the current reimbursement from the State is not 50% but is closer to 38% and added that there is no guarantee that the State will continue to reimburse the City. He reiterated that the programs were being modified, not eliminated. Mr. Pickup added that there is a financial reality of maintaining the organization and providing services to the community.

Council comment included:

- A workshop on the Police Department would have been helpful for the Council so the issues could have been brought up earlier and the pros and cons of the proposed changes could have been evaluated.
- The Council has been able to submit questions to the staff regarding budget questions, which should enable them to reach decisions.
- The idea of reducing the budget by \$150,000 by reorganizing uniformed services was brought up in June.
- The Council does not decide where people work in a City Manager form of government. They decide on the budget to make sure the services are delivered in the best possible way.
- Since the Council forwarded their questions to the staff; a workshop on the Police Department had not been deemed necessary.

#### Rye Free Reading Room

*Debra Julian, President of the Rye Free Reading Room Board of Trustees*, said that the library had submitted a budget to the City in August with a voluntary cut of \$54,000 from last year. She said that the \$100,000 cut proposed by the City was too much for the library to handle

and would require them to close on Saturdays. She urged the Council to consider restoring the Library funding to the amount of their original request.

Council comments included:

- What percent of the 18,000 people per month using the Library are Rye residents? (The number comes from a door counter and, therefore, the number of residents cannot be determined, but they believe the majority to be residents.)
- Has the library looked into public/private partnerships similar to what is being done at the Bird House? (The Library Auxiliary Board now contributes to the operating budget each year.)
- The City is facing the same pension and health care costs as the Library and the reduction to the Library is a reflection of how the City is dealing with its rising costs. (The only way the Library can address a decrease in funding is through reducing hours and addressing personnel issues.)
- How many hours would the Library be open if they close on Saturday? (They will be open Monday – Friday from 9:30 to 5:00 and Sunday from 12:00 – 4:00 for a total of 45 hours. However, during the summer they are closed on Sunday.)
- If the City increased its projections for mortgage tax revenue for 2011 by \$100,000, \$50,000 could be given to the Library. (City Manager Pickup reiterated that staff does not agree with increasing the projections for mortgage tax revenue.)
- The Council appreciates that staff is cautious with the City's money, but this should not result in the Library having to close a day.
- The City should try to find a way to help the Library until they can get to a labor agreement that is sustainable.

Merchant Parking

*Lisa Summo Guarino, President of the Rye Chamber of Commerce*, said that the members of the Chamber of Commerce are against any increase in the fees for Merchant Parking permits. She said it is an additional burden placed on the merchants in difficult economic times.

Council Comment included:

- There are many merchants who are Rye residents. The increase should be less than 10%.

Recreation Fees

City Manager Pickup said that there is a combination of proposals for the Recreation Department. Some programs have been eliminated; some programs have been picked up by private fund raising; the surcharge for field use would be increased from \$5 to \$ 15; and there is a proposed staff reduction for the department. The goal was to reach a 50% basic reimbursement for recreation. The proposals would bring it to an approximately 40% plus number. The original proposal was to find cuts or revenue increases equal to \$380,000 and the current proposal is for \$230,000. Mayor French said that the Recreation Department's budget is approximately \$2

million and they return about \$800,000. He said that the \$5 surcharge for fields was implemented about ten years ago and it is time to take another look at the amount of that fee.

*Craig Antico* said he felt the Recreation program was very important to the community and if fees increase it will limit the number of programs children can participate in. He added that the \$5 surcharge was to be used for field maintenance but he has heard that the additional \$10 will go into the regular operating budget and not be used for the fields. He added that increasing recreation fees is putting an additional burden on the families who use recreation programs over the proposed amount of the tax increase. City Manager Pickup said the money would still be dedicated to the capital fund for maintenance but the City is trying to get to a cost recovery number that will make it sustainable. *Pete Tenesky* said raising fees is a slippery slope and suggested that an across the board tax increase of 3-4% might make more sense.

Council comments included:

- The City must change the dynamic of people expecting the taxpayers to fund the costs of the recreation programs because it helps the broad appeal of the City. Those who use the services and get the value should share in the cost of the service.
- What is the cost of maintaining the fields and is the amount brought in from the field surcharge fee below the 40% recovery amount? (The amount is well below the 40% recovery figure.)
- The Government can't afford to subsidize all user groups. The sports user groups could possibly do more fund raising.

Additional Budget comments:

Former Mayors *John Carey and Ted Dunn* also offered comments. *Mr. Carey* suggested that the City could save on the Law Department budget by calculating the amount for a Deputy Corporation Counsel who would work approximately 20 hours per week and deleting that amount except for \$1. He offered to do the job for that amount. He also suggested that the City should look at the possibility of placing Seaside Johnnies Restaurant, the Tiki Bar and the Wainwright House properties on the tax rolls. City Manager Pickup said the City had already begun looking into *Mr. Carey's* second suggestion. *Mr. Dunn* said it was difficult for the City and the Council to consider cutting the proposed budget because all programs being considered have benefits. He suggested that the Council should choose a targeted tax increase figure and then work to achieve it.

The Council decided to suspend their discussion of the budget until later in the meeting in order to continue with the agenda, but made a decision to keep the hearing open for public comment until the next meeting by adopting the following motion:

Councilwoman Gamache made a motion, seconded by Councilman Jovanovich and unanimously carried, to keep the public hearing open until the December 15<sup>th</sup> meeting.

10. Public Hearing to repeal Chapter 76 “Dogs” and replace it with a new Chapter 76 “Dogs”, now that the State has relinquished enforcement to the City

Councilwoman Gamache made a motion, seconded by Councilman Filippi and unanimously carried, to open the public hearing.

Public Comment:

*Sukey Van Dijk, Bill McGinty, Linda Wells and Deirdre Curren* commented on the proposed local law. Their comments included:

- The ban on placing dog feces in public trash receptacles should be eliminated. (Mayor French noted that he had received an email from someone who said dog feces should only be thrown away in a lined garbage can.)
- People are concerned about the language about seizing dogs. Dogs should not be seized because they are not wearing their license tags.
- Fines for people who do not license their dogs or let them off their leash should be substantial. This would be a good revenue opportunity for the City.
- The City should reach out to dog owners who do not know about the changes in the law.

Although not the subject of the proposed local law, there was a discussion about dogs in Rye Town Park. It was suggested that an area should be provided where dogs can be allowed to be off their leashes. Both positive and negative comments were made regarding dogs in the park and the behavior of dog owners. Mayor French said the subject of dogs in Rye Town Park is an issue for the Rye Town Park Commission and a policy should be put together that includes everyone.

Councilwoman Gamache made a motion, seconded by Councilman Filippi and unanimously carried, to keep the public hearing open until the December 15<sup>th</sup> meeting.

11. Resolution authorizing the six-month extension of the PILOT Agreement between Avon Capital Corporation and the Westchester County IDA

City Manager Pickup said the resolution was an interim step. Negotiations are ongoing regarding some improvements to the property, which will come back to the City Council. The agreement is a long-standing one that has been beneficial to the City. As part of the agreement, the local property taxes are paid. Most of the PILOT (Payment in lieu of taxes) deals with physical issues and sales tax. The extension provides enough time to prepare the successor agreement.

Seth Mandelbaum, Esq., of the firm of McCullough, Goldberger & Staudt representing Avon, said that the agreement was entered into in 1995 with the IDA, whereby the IDA took title to the property and leased it back to Avon. The major benefit is a sale tax exemption, which helps to attract companies to Westchester County. Normally a PIOLT is a negotiated agreement that sets the taxes on the property for a certain number of years, but Avon pays the full taxes. The only reason for the PILOT is because the IDA is a governmental entity that would normally

be tax exempt. The Assessor will reassess the property after improvements to the property are made and a new PILOT will be entered into with the IDA.

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

**WHEREAS**, ACC/Avon Products, Inc. (hereinafter “Avon”) has operated a facility in Rye at 601 Midland Avenue since the late 1950’s; and

**WHEREAS**, in 1995, pursuant to Article 18-A of the General Municipal Law, the Westchester County Industrial Development Agency (I.D.A.) approved financial assistance for Avon to develop a financial service center at its facility in Rye; and

**WHEREAS**, the financial assistance to Avon resulted in sales tax savings in regard to the planned development costs; and

**WHEREAS**, the financial assistance also included a PILOT agreement entered into by Avon to ensure that no real estate property tax revenues are lost by the City as a result of the I.D.A. involvement; and

**WHEREAS**, on September 20, 1995, the Rye City Council unanimously adopted a resolution stating no objection to the Avon/I.D.A. financial assistance plan; and

**WHEREAS**, the term of the financial assistance plan and PILOT agreement expires on December 31, 2010; and

**WHEREAS**, Avon has requested a six (6) month extension to the existing financial assistance plan and PILOT agreement to allow Avon time to obtain required approvals from the City of Rye to renovate and upgrade its Midland Avenue facility; and

**WHEREAS**, pursuant to Section 859-a of the General Municipal Law, the I.D.A. held a public hearing on November 30, 2010 in the City of Rye on the six (6) month extension request;

**RESOLVED**, that the City Council of the City of Rye has no objection to the six (6) month extension of the I.D.A. financial assistance plan and PILOT agreement, which continues to ensure that no real estate property tax revenues are lost by the City as a result of the I.D.A. involvement.

**ROLL CALL:**

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

The Resolution was adopted by a 7-0 vote.

12. Consideration to set a public hearing for a License Agreement Application submitted by NextG Networks, Inc. for telecommunications access in the Public Rights-of-Way

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

**WHEREAS**, a license agreement/special use permit application (TC012) for permission to locate a Distributed Antenna Telecommunication System in the public right-of way has heretofore been introduced at this meeting and placed before the Mayor and each Councilman; and

**WHEREAS**, it is now desired to call a public hearing on such proposed application, now, therefore, be it

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

Section 1. Pursuant to Section 20 of the Municipal Home Rule Law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City, on January 19, 2011 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning such application.

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

**CITY OF RYE**

**Notice of Public Hearing on a license agreement/special use permit application by NextG Networks, Inc. for permission to locate a Distributed Antenna Telecommunication System in the public right-of-way.**

PLEASE TAKE NOTICE that, pursuant to Chapter 196 of the Code of the City of Rye (Wireless Telecommunications), the Rye City Council has scheduled a public hearing for Wednesday evening 8:00 P.M., January 19, 2011 in the Council Room of the Rye City Hall on the following matter:

NextG Networks, Inc has applied for a license agreement/special use permit for the purpose of locating a Distributed Antenna Telecommunication System in the public right-of-way. All information pertaining to this matter is available at the City Clerk's Office in Rye City Hall. Any person interested or affected will be given an opportunity to be heard.

Dawn F. Nodarse  
City Clerk  
January 7, 2011

13. Presentation by David E. Bronston, Esq., Long Island Fiber Exchange (LIFE), regarding their application for a permit for telecommunications access in the Public Rights-of-Way

David Bronston, Esq., representing Long Island Fiber Exchange (LIFE), said the company was seeking a permit to run fiber optic cables along the poles of Verizon and Con Edison in the City rights-of-way. The work will be done with minimal impact on traffic flow and all work will be performed by the company itself. It will benefit the City by bringing new competitive services and technology and will bring additional annual revenue to the City as part of the Franchise Agreement. The City will receive \$10,000 per year with a 5% increase every two years. The company is a telecommunications company recognized by the Public Service Commission and has a Certificate of Public Convenience and Necessity. The company is different from NextG in that it deals strictly with fiber optic cable. Interim Corporation Counsel Wilson said that the proposed compensation is similar to what other communities have received.

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

**RESOLVED**, the City Manager and Corporation Counsel are hereby authorized to finalize an Agreement with Long Island Fiber Exchange (LIFE) for a permit for telecommunications access in the City of Rye public rights-of-way.

ROLL CALL:

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

The Resolution was adopted by a 7-0 vote.

14. Resolution authorizing the City Manager to enter into a contract with the County of Westchester for Snow and Ice Removal on County Roads for the period October 1, 2010 to September 30, 2015

City Manager Pickup said this is an example of a continuing relationship with the County whereby the City provides snow removal services and is reimbursed according to a schedule based on the CPI. There was a discussion among the members of the Council regarding the amount of reimbursement offered by the County as opposed to the actual cost to the City for providing the service and the length of the proposed agreement. The City Manager was asked to go back to the County to try to negotiate a shorter agreement.

15. Resolution to declare certain City of Rye equipment as surplus  
Roll Call

City Manager Pickup said that the Fire Department has indicated that the 1982 Hahn Fire Pumper is no longer usable to the Department. The County has indicated that it could be used at the Fire Training Center. This will reduce the total vehicle footprint and reduce insurance costs to the City.

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

**WHEREAS**, the City has been provided with a list of Fire equipment identified as being obsolete or will become obsolete during 2010; and

**WHEREAS**, the Fire Department has recommended that the 1982 Hahn Fire Pumper be declared surplus, now therefore be it

**RESOLVED**, that the 1982 Hahn Fire Pumper is declared surplus, and, be it further

**RESOLVED**, that authorization is given to the City Comptroller to donate said equipment in a manner that will serve in the best interests of the City.

ROLL CALL:

AYES: Mayor French, Councilmembers Filippi, Gamache, Jovanovich, Keith, Parker and Sack

NAYS: None

ABSENT: None

The Resolution was adopted by a 7-0 vote.

16. Miscellaneous Communications and Reports

There were no items discussed under this item.

17. Old Business

Councilman Jovanovich thanked Interim Corporation Counsel Wilson for her memorandum on residency requirements for serving on City Boards and Commissions. He suggested that the City Code should be amended to allow for non-citizens to serve on Rye Boards and Commissions, with the exception of the Planning Commission and Zoning Board of Appeals.

18. New Business

There was no new business to be discussed.

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Continuation of discussion on the 2011 Budget

The Council continued their discussion on the 2011 Budget on the following topics:

**Staff Recommendations**

Cut \$50,000 to Rye Town Park – the Council concurred with the recommendation but a question was asked about how capital improvements would be dealt with. Mayor French said that a reserve would be built up from fees to pay for basic maintenance and larger projects would be bonded. City Manager Pickup said he hoped that Rye Town Park capital planning could be incorporated into the City's capital plan.

Reduction in Materials and Supplies by \$122,160 – City Manager Pickup said he and Comptroller Gribbins had reviewed actuals for the line items proposed for three years and determined that in many cases the actuals were about 1/3 of what was projected. He said they are comfortable that the numbers are achievable without major risk to the operation.

Increasing parking fine revenues and merchant parking permit fees to yield an additional \$25,000 – The Council concurred on the increases to parking fines but there was disagreement regarding a proposed increase to merchant parking fees. Councilman Sack said he felt a 10% increase was too low because the commuter parking rates had been doubled. Councilwoman Parker said she felt a 2 -3% increase would be better.

Change in Corporation Counsel Position to reduce costs by \$25,000 – The consensus of the Council was that the position should be changed from an employee to an independent contractor.

Cost Recovery of \$9,000 in Police Overtime – The Council concurred with the proposal of recovering overtime costs from private user groups who utilize the police for their events.

City Manager Pickup said that if all of the staff recommendations were adopted as proposed it would reduce the tax rate to .97% but if the change to Rye Town Park funding was not made the tax rate would be around 1.16%. If the Council wanted to get to 0% it would need to cut an additional \$193,489.

**Other discussion**

Mortgage Tax Revenues – A suggestions was made that mortgage tax revenues have been underestimated in the past and could be increased by \$100,000.

**Marine Unit, DARE Program and Youth Officer**

- What will be saved by the proposed changed to the Marine Unit? (There will be no savings in dollars. The City will gain on-street productivity because the Marine officer will be on patrol during April and October when he would have been assigned to the Marine Unit.)
- The Marine Patrol may not be the most productive use of a trained police officer. It may be more efficient to use part-timers.
- What will happen to the Youth Officer Function? (It will be modified because there will no longer be a full-scale DARE program. He would still be the primary contact for youth related initiatives but the job of a detective is demand based.)

- Did the School District suggest they wanted to spend fewer hours on DARE? (The School District has indicated that they would be happy to recapture the classroom time to reprogram it without losing it altogether. They do not want to pay for a School Resource Officer.)
- How much less Youth Officer work will Detective Wood be doing next year? (It depends on what type of youth activity there is in the community. Currently 30-40% of his time is devoted to DARE. The amount of time spent in 2011 will depend on what is negotiated with the School District.)

Recreation Field Surcharge Increase

- What is the amount of additional revenue expected from the \$10 increase in this fee? (Approximately \$70,000.)

Rye Free Reading Room

- If additional money is given to the Library, they must agree to work with the City on their next labor contracts.
- The proposed \$100,000 cut for the Library is about right. The City is reducing labor costs and since most of the money from the City goes to meeting the Library's labor costs, they should do the same.
- If mortgage tax revenue projections were increased the Library could be given an additional \$25,000.
- The Community values the Library and would probably be willing to pay for it. The Council must find a way to keep it open on Saturdays.
- The Library can do other things to save money; they do not have to choose to close on Saturdays.

Administrative Pay Group Bonuses

- It may not be appropriate to give this group a raise in this economy because the money saved could help get to a lower tax rate.
- The APG did not get a raise last year and for moral purposes it should not happen again this year. They should be given the proposed bonus.
- The bonus would be a management tool and would be given at the City Manager's discretion only if revenues allow.
- A bonus structure should be established as a means of compensation for the APG.

Rye Golf Club

- Rye Golf should be asked to contribute more. People are concerned about subsidizing a luxury. Since the Recreation Department and Library are taking a hit this year the Golf Club should as well.
- Rye Golf Club should be asked to contribute an additional \$30,000.
- Don't ask Rye Golf Club for additional revenue this year, but ask them to decrease the amount of proposed increase in their rates from 3% to 1%.

Additional Revenues

- Additional user fees that could be raised to provide increased revenue.

- The only way to reduce the tax rate is through increased revenues and there is no guarantee that the additional revenue are achievable.

There was a discussion on the necessity for an additional workshop with the Police Department. While some members of the Council indicated they believed it would be helpful, City Manager Pickup advised that if a workshop was held it would be a better idea to meet with the Police Commissioner than with members of the Police Union. An additional workshop was not scheduled.

Mayor French said that if the Council had any further recommendations regarding the budget they should forward them to the City Manager.

19. Adjournment

There being no further business to discuss Councilman Sack made a motion, seconded by Councilman Jovanovich and unanimously carried, to adjourn the meeting at 1:14 a.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Manager

DATE: December 15, 2010

CONTACT: Scott D. Pickup, City Manager

**ACTION:** Continuation of Public Hearing to repeal Chapter 76 “Dogs” and replace it with a new Chapter 76 “Dogs”, now that the State has relinquished enforcement to the City.

**FOR THE MEETING OF:**

December 15, 2010

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:**

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

New York State will stop administering dog licenses in 2011. Dog licensing will still be required by State law, but minimum fees for dog licenses and other program requirements will no longer be mandated by the State. Local governments will set fees and tailor dog programs to meet the characteristics of their communities.

The City, which currently sells the licenses, will be taking over the responsibility for renewals, tags and administering a database of licenses, effective January 1, 2011. Rye City Code must be updated to reflect this change.

See attached draft Local Law.

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

**A local law to amend Chapter 76, Dogs, of the  
Code of the City of Rye as follows:**

**Section 1.**

**§ 76-1. Purpose.**

**§ 76-2. Certain dogs exempt.**

**§ 76-3. License fees.**

**§ 76-4. Redemption of dogs seized.**

**§ 76-5. Running at large prohibited.**

**§ 76-6. When leash required.**

**§ 76-7. Removal of feces left by dogs.**

**§ 76-8. Penalties for violations of this Chapter.**

[HISTORY: Adopted by the Council of the City of Rye 2-4-1942 as Section 6-3.5 of Ch. 3 of the General Ordinances; amended in its entirety 6-13-2001 by L.L. No. 2-2001. Subsequent amendments noted where applicable.]

**GENERAL REFERENCES**

Animals — See Ch. 157, Sanitary Regulations, Art. I.

**§ 76-1. Purpose ~~Running at large prohibited.~~**

~~No person owning, harboring or having the custody and control of a dog shall permit such dog to be at large in the City of Rye, elsewhere than on the premises of the owner, except it be on the premises of another person with the knowledge and assent of such other person.~~

**The purpose of this local law is to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack damage.**

**§ 76-2 Certain dogs exempt. ~~When leash required.~~**

~~The owner, harborer or person having the custody and control of a dog in the City of Rye which is not on the premises of the owner or upon the premises of another person with the knowledge and assent of such person shall control and restrain such dog by a chain or leash not exceeding eight feet in length.~~

**Any dog harbored within the City of Rye which is owned by a resident of New York City or licensed by the City of New York, or which is owned by a non-resident of New York State and licensed by a jurisdiction outside the State of New York, shall for a period of thirty (30) days be exempt from the licensing and identification provisions of this local law.**

**§ 76-3 License Fees ~~Penalties for offenses.~~**

Every person convicted for a violation of this chapter (except § 76-6) shall, for the first conviction thereof, be punished by a fine of not less than \$15 nor more than \$25; for a second such conviction within one year after the first conviction, such person shall be punished by a fine of not less than \$25 nor more than \$50 or by imprisonment for not more than five days; and upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not less than \$50 nor more than \$75 or by imprisonment for not more than 15 days.

**All licensing fees are set forth in the Fee Schedule adopted by the City Council. Excepted from payment of the license fee are applications submitted for a dog license for any guide, hearing, service, war, working search, detection, police and therapy dogs. In addition, dogs owned by one or more seniors, 65 years of age or older, shall be exempt from the City's licensing fees. All dog licenses shall carry with it an additional fee of \$10 as authorized by § 110 (4)(a) of the New York State Agriculture and Markets Law.**

- A. **All dogs in the City of Rye must be licensed by the City Clerk by the age of 4 months and the owner(s) of such dog(s) must present a current Certificate of Rabies at the time of licensing or the renewal of an existing license. In the alternative, the owner must submit a statement from a licensed veterinarian that such vaccination would endanger the dog's life in which case vaccination shall not be required.**
- B. **All dog licenses will be for a period of one year and will expire at the end of the month one year from the date of issue. Licenses are not transferable.**
- C. **Fees and requirements for licensing of dogs:**
  - a. **The fee for a spayed or neutered dog shall be set by the City Council in the Fee Schedule. It shall include a state assessment pursuant to § 110-3 of the New York State Agriculture and Markets Law, and additional funds for enumeration as provided for by § 110(4)(a).**
  - b. **The fee for an unsprayed or unneutered dog shall be set by the City Council in the Fee Schedule. It shall include a state assessment pursuant to § 110-3 of the New York State Agriculture and Markets Law, and additional funds for enumeration as provided for by § 110(4)(a).**

- c. Enumeration Fee: If the City Council determines the need for a dog enumeration, a fee set by the City Council in the Fee Schedule shall be assessed to all dogs found unlicensed or not renewed at the time enumeration is conducted.
- d. The City of Rye does not allow the licensing of dogs by a shelter. The shelter must notify the adoptive owners of their responsibility to license any dog who will be living within the City of Rye will a list of adoptive owners monthly.
- e. All dogs must wear identification at all times. Show dogs are exempted from the identification requirement of § 111 of the New York State Agriculture and Markets Law during participation.
- f. Notification of a change in dog ownership or that a dog has been lost or stolen must be given to the City of Rye within 30 days of such event.

**§ 76-4 Redemption of dogs seized.**

The owner of an unlicensed dog, whose dog has been seized, may redeem the dog, pursuant to the provisions of § 118 of the Agriculture and Markets Law, by producing to the person seizing the dog a license for the dog and by paying to the City Clerk the sum of \$25. The owner of a licensed dog, whose dog has been seized, may redeem the dog, pursuant to the provisions of § 118 of the Agriculture and Markets Law, by paying to the City Clerk the sum of \$10.

**The owner of any dog impounded shall be entitled to redeem that dog within five (5) business days, excluding the day the dog is impounded, provided that the owner produces proof the dog is licensed and identified and pays fees as set forth in the Fee Schedule adopted by the City Council.**

**§ 76-5 Running at large prohibited.** Additional license fees.

In addition to the annual fee specified under § 110, Subdivision 1(a) and (b), of the Agriculture and Markets Law, there shall be an additional fee of \$10 for each dog license issued thereunder.

**No person owning, harboring or having the custody and control of a dog shall permit such dog to be at large in the City of Rye, elsewhere than on the premises of the owner, except if on the premises of another person with the knowledge and assent of such other person.**

**§ 76-6 When Lease Required** Removal of feces left by dogs.

**The owner, harborer or person having the custody and control of a dog in the City of Rye which is not on the premises of the owner or upon the premises of another person with the knowledge and assent of such person shall control and restrain such dog by a chain or leash not exceeding eight feet in length.**

**§ 76-7 Removal of feces left by dog.**

**Any person who owns, harbors or has the custody of any dog shall remove promptly any feces left by such dog at any place within the city except upon private property with the consent of the owner of such property; provided, however, that this provision is not applicable to a blind person while actually using a guide dog licensed as such pursuant to the Agriculture and Markets Law. In no event shall any feces be deposited in storm or sanitary sewers or drains.**

**§76-8 Penalties for Violations.**

Every person found to have **violated** convicted for a violation of this chapter **shall be liable for a civil penalty** (except § 76-6) shall, for the first conviction thereof, be punished by a fine of not less than **\$25** \$15 nor more than **\$50** \$25; for a second such **determination** conviction within one year after the **date of the prior violation**, first conviction, such person shall be **liable for a civil penalty** punished by a fine of not less than **\$50** \$25 nor more than **\$75** \$50 or by imprisonment for not more than five days; and upon a third or subsequent **determination** conviction within one year after the **date of first violation** first conviction, such person shall be punished by a **penalty** fine of not less than **\$75** \$50 nor more than **\$100** \$75 or by imprisonment for not more than 15 days.

**Section 2. This law will take effect on January 1, 2011.**



# CITY COUNCIL AGENDA

NO. 7

DEPT.: Finance

DATE: December 15, 2010

CONTACT: Jean Gribbins, City Comptroller

**AGENDA ITEM:** Continuation of Public Hearing to amend Local Law Chapter 167, Section 48C, Removal of snow and ice by City; cost; penalties, and Local Law Chapter 191, Vehicles and Traffic, Section 191-32 through 191-35, Penalties for parking offenses, to modify selected parking ticket fines.

**FOR THE MEETING OF:**

December 15, 2010

**RYE CITY CODE:**

CHAPTER  
SECTION

**RECOMMENDATION:**

**IMPACT:**  Environmental x  Fiscal  Neighborhood  Other:

**BACKGROUND:**

A proposal has been put forward to modify selected parking ticket fines.

See attached draft Local Law.

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

**A Local Law to amend Rye City Code Sections 191-32 “Penalties for offenses against special parking provisions”, 191-33 “Penalties for parking offenses in certain areas”, and 191-34 “Penalties for parking offenses generally” and 167-48(C) “Removal of snow and ice by City; costs; penalties” to change the penalties for certain offenses.**

Be it enacted by the Council of the City of Rye as follows:

**Section 1. § 191-32. Penalties for offenses against special parking provisions, of the Code of the City of Rye is hereby amended to read:**

Every person convicted of a violation of Article VII or Article VIII or any order, rule, regulation or special direction made thereunder shall be punished by a fine of not less than [\$35] \$50 nor more than [\$60] \$200 or by imprisonment for not more than five days, or by both such fine and imprisonment. Failure to pay such fine on or before the appearance date or upon conviction shall result in an additional charge equal to the imposed fine. Failure to pay the fine within 45 days of the appearance date or date of conviction shall result in an additional charge equal to three times the initial fine. Failure to pay the fine and additional charges within 75 days of the appearance date or date of conviction will result in the assessment of an additional administrative fee equal to 40% of the total of the fines and late charges then due.

**Section 2. § 191-33. Penalties for parking offenses in certain areas, of the Code of the City of Rye is hereby amended to read:**

Every person convicted of a violation of Article III or any order, rule, regulation or special direction made thereunder, occurring along Forest Avenue between Cornell Place and Sanford Street and along the streets east of Forest Avenue between Cornell Place and Sanford Street, inclusive, shall, for the first conviction thereof, be punished by a fine of not less than [\$35] \$50 nor more than [\$60] \$200. Failure to pay such fine on or before the appearance date or upon conviction shall result in an additional charge equal to the imposed fine. Failure to pay the fine within 45 days of the appearance date or date of conviction shall result in an additional charge equal to three times the initial fine. Failure to pay the fine and additional charges within 75 days of the appearance date or date of conviction will result in the assessment of an additional administrative fee equal to 40% of the total of the fines and late charges then due.

**Section 3. § 191-34. Penalties for parking offenses generally, of the Code of the City of Rye is hereby amended to read:**

Except as otherwise provided in §§ 191-32 and 191-33, every person convicted of a violation of Article III or any order, rule, regulation or special direction made thereunder shall be punished by a fine of not less than [\$25] \$50 nor more than [\$50] \$200. [In the

event that payment is received by the City of Rye Traffic Violations Bureau within 48 hours following the issuance of said violation, the minimum fine shall be reduced to not less than \$15, provided that the violator has not received three prior parking violations within a year.] Failure to pay such fine on or before the appearance date or upon conviction shall result in an additional charge equal to the imposed fine. Failure to pay the fine within 45 days of the appearance date or date of conviction shall result in an additional charge equal to three times the initial fine. Failure to pay the fine and additional charges within 75 days of the appearance date or date of conviction will result in the assessment of an additional administrative fee equal to 40% of the total of the fines and late charges then due.

**Section 4. § 167-48. Removal of snow and ice by City; costs; penalties, of the Code of the City of Rye, is hereby amended to read:**

A. In addition to any penalty that may be imposed for any violation of § 167-47 hereof, if the sidewalk in front of or adjacent to any building or lot of ground as aforesaid shall not be cleaned of snow or ice or covered with ashes, sand or some other similar material before the expiration of the time hereinabove specified for cleaning or covering the same, then and in that event the City may proceed to so clean or cover the said sidewalk as provided in § 167-47 hereof, and the cost or expense of doing said work shall be ascertained and a report thereof shall be forthwith filed in the office of the Clerk of said City.

B. Cost of work a lien on premises. The cost of said work, as the same shall appear from the report on file in said City Clerk's office, may be sued for and recovered from said owner, lessee, occupant or other person having charge of said building or lot of ground by the said City and shall be a lien upon premises abutting said sidewalk so reported to have been cleaned or covered as aforesaid. If the said cost is not paid on or before the first day of April next following, the amount thereof shall be levied as part of the tax to be collected upon the premises against which said cost shall be a lien as aforesaid. The same shall be included within the completed tax roll and collected as part of the taxes against the said premises.

C. Penalties. Any person violating any provision of § 167-47 hereof shall, upon conviction thereof, be liable to a fine for each offense of not [more] less than [\$10] \$50 nor more than \$100. Each day such violation is permitted to continue shall constitute a separate offense. The provisions of this section shall be inapplicable to snow deposited on the sidewalk by the City in the course of plowing streets.

**Section 5. This local law will take effect immediately on filing in the Office of the Secretary of State.**

Deleted language is [bracketed] and new language is underlined



# CITY COUNCIL AGENDA

NO. 8

DEPT.: City Manager's Office

DATE: December 15, 2010

CONTACT: Scott D. Pickup, City Manager

**ACTION:** Continuation of Public hearing on the proposed 2011 City Budget.

**FOR THE MEETING OF:**

December 15, 2010

**RYE CITY CODE,  
CHAPTER  
SECTION**

**RECOMMENDATION:** That the Mayor and the Council conduct the public hearing on the proposed 2011 Rye City Budget.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The City Manager presented the budget November 8th. The Council held Workshops on November 15<sup>th</sup>, 17<sup>th</sup>, and 22<sup>rd</sup>.

The proposed 2011 Budget is available on the City website [www.ryeny.gov](http://www.ryeny.gov) under City News: 2011 Tentative Budget.

The Budget adoption is scheduled for December 15, 2010.



# CITY COUNCIL AGENDA

NO. 9

DEPT.: Finance

DATE: December 15, 2010

CONTACT: Jean Gribbins, City Comptroller

**AGENDA ITEM:** Resolution to adopt the 2011 Budget and establish the 2011 City tax levy and 2011 tax rate.

**FOR THE MEETING OF:**  
December 15, 2010

**RECOMMENDATION:** That the City Council adopt the following resolution:

**WHEREAS**, on November 8, 2010 the 2011 Tentative Budget was presented to the City Council, and,

**WHEREAS**, since November 8, 2010 the City Council has discussed possible amendments to the 2011 Tentative Budget, now, therefore be it

**RESOLVED**, that the tentative budgets and fee schedules as amended for the General Fund, Cable TV Special Revenue Fund, K.T. Woods Permanent Fund, Debt Service Fund, Capital Projects Fund, Boat Basin Enterprise Fund, Golf Club Enterprise Fund, Risk Retention Internal Service Fund and Building and Vehicle Maintenance Internal Service Fund, are hereby adopted for the fiscal year ending December 31, 2011, and be it further

**RESOLVED**, that the City Council does hereby certify to the City Comptroller the 2011 City of Rye tax rate of \$142.54 per \$1,000 taxable assessed valuation and the 2011 City of Rye tax levy of \$19,767,085 and be it further

**RESOLVED**, that the City Council does hereby direct the City Comptroller to apportion and extend against each taxable property listed upon the assessment roll at the tax rate certified in this resolution to produce the tax levy certified in this resolution, and to render tax notices for, and receive and collect, the several sums so computed and determined, with interest as provided by law, and any special assessments heretofore authorized and approved.

**IMPACT:**    Environmental    Fiscal    Neighborhood    Other:

**BACKGROUND:** On November 8, 2010 the City Manager and City Comptroller presented the 2011 Tentative Budget to the City Council. The tentative budget has since been reviewed and amended by resolutions adopted by City Council at public meetings. The above resolution provides for the adoption of the 2011 Budget.



# CITY COUNCIL AGENDA

NO. 10

DEPT.: Finance

DATE: December 15, 2010

CONTACT: Jean Gribbins, City Comptroller

**AGENDA ITEM:** Resolution to adopt a Budget Amendment of a 1.19% reduction of the adopted increase of the tax rate of 2.16%, which would result in a tax rate increase of 0.97%.

**FOR THE MEETING OF:**  
December 15, 2010

**RECOMMENDATION:** That the City Council adopt the following resolution:

**WHEREAS**, on December 15, 2010 the 2011 Tentative Budget was adopted by the City Council, and,

**WHEREAS**, since November 8, 2010 the City Council has discussed possible amendments to the 2011 Tentative Budget, now, therefore be it

**RESOLVED**, that the adopted budget and fee schedules as presented in the 2011 Adopted Budget be amended as follows:

Increase General Fund Revenues:

Parking Permits – Increase Merchant Parking Permit Revenue \$11,000

Enforcement - Fines and Forfeitures – Increase \$14,000

Police Overtime Expense Reimbursement - \$9,000 by charging private groups for Police Overtime

Decrease General Fund appropriations:

Rye Town Park – decrease \$50,000

Sewer Repair Expense – decrease \$20,000

Drainage Repair Expense – decrease \$15,000

Police Training Expense – decrease \$14,560

Police Uniform Expense – decrease \$15,000

Fire Vehicle Supplies – decrease \$10,000

Pay station Controller expense – decrease \$47,600 and fund using General Fund fund balance

Reduce employee benefit and payroll tax expense for Legal Department - \$25,000

– Corporation Counsel will be an independent contractor, not an employee

The General Fund, Cable TV Special Revenue Fund, K.T. Woods Permanent Fund, Debt Service Fund, Capital Projects Fund, Boat Basin Enterprise Fund, Golf Club Enterprise Fund, Risk Retention Internal Service Fund and Building and Vehicle Maintenance Internal Service Fund, are hereby adopted as amended for the fiscal year ending December 31, 2011, and be it further

**RESOLVED**, that the City Council does hereby certify to the City Comptroller the 2011 City of Rye tax rate of \$140.87 per \$1,000 taxable assessed valuation and the 2011 City of Rye tax levy of \$19,535,925 and be it further

**RESOLVED**, that the City Council does hereby direct the City Comptroller to apportion and extend against each taxable property listed upon the assessment roll at the tax rate certified in this resolution to produce the tax levy certified in this resolution, and to render tax notices for, and receive and collect, the several sums so computed and determined, with interest as provided by law, and any special assessments heretofore authorized and approved.

IMPACT:    Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** On November 8, 2010 the City Manager and City Comptroller presented the 2011 Tentative Budget to the City Council. Three Budget Workshops were held to review the Tentative Budget. The proposed reductions to the Budget were a result of discussions with the public at these workshops and the public hearing.

**City of Rye  
2011 Budget  
Potential Modifications to Proposed  
Budget**

Amount needed to change tax rate 1%	\$	193,489
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Proposal	Expense Reductions		Revenue Increases		Total	
	\$\$	% Change	\$\$	% Change	\$\$	% Change
1) Reduce Rye Town Park Funding	50,000	0.26%			50,000	0.26%
2) Reductions in Materials & Supplies						
Decrease Sewer Repair Expense	20,000	0.10%			20,000	0.10%
Decrease Drainage Repair Expense	15,000	0.08%			15,000	0.08%
Decrease Police Training	14,560	0.08%			14,560	0.08%
Decrease Police Uniforms	15,000	0.08%			15,000	0.08%
Decrease Fire Vehicle Supplies	10,000	0.05%			10,000	0.05%
Move Pay Station Controllers to Equipment and finance with Fund Balance	47,600	0.25%			47,600	0.25%
Subtotal	122,160	0.63%			122,160	0.63%
3) Increase Parking Fine Revenue						
Increase Merchant Permits 10%			11,000	0.06%	11,000	0.06%
Increase Fines & Penalties			14,000	0.07%	14,000	0.07%
Change Corporation Counsel and Prosecutor positions from employees to Independent						
4) Contractors	25,000	0.13%			25,000	0.13%
5) Charge Private Groups for Police Overtime			9,000	0.05%	9,000	0.05%
<b>Total</b>	<b>197,160</b>	<b>1.02%</b>	<b>34,000</b>	<b>0.18%</b>	<b>231,160</b>	<b>1.19%</b>

Proposed Tax Rate Increase	2.16%
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Potential Tax Rate	0.97%
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# CITY COUNCIL AGENDA

NO. 11 DEPT.: Finance DATE: December 15, 2010  
CONTACT: Jean Gribbins, City Comptroller

**AGENDA ITEM:** Resolution authorizing the City Comptroller to make the necessary year-end closing transfers.

**FOR THE MEETING OF:**  
December 15, 2010  
**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That the City Council adopt the following resolution:

**RESOLVED,** that the City Comptroller is hereby authorized to make the necessary 2010 fiscal year-end budget transfers in city accounts, provided a list of such transfers is furnished to the City Council after completion of such transfers.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other: Cost savings through operational efficiency

**BACKGROUND:** While at the fund level total actual expenditures do not exceed the total budgeted amount, there may be several detailed budget lines that show various over and under expended amounts. This resolution authorizes the City Comptroller to make the necessary year-end budget adjustments to ensure that the line item budgets are properly allocated.



# CITY COUNCIL AGENDA

NO. 12

DEPT.: Police

DATE: December 15, 2010

CONTACT: Commissioner William R. Connors

**AGENDA ITEM:** Acceptance of Grant Award from the U.S. Department of Justice in the amount of \$11,750 for armored vests for the Police Department.

**FOR THE MEETING OF:**

December 15, 2010

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Manger be authorized to accept the Grant Award from the U.S. Department of Justice in the amount of \$11,750.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The City of Rye Police Department has been awarded a grant of \$11,750 from the U.S. Department of Justice under the Bulletproof Vest Partnership program for the purchase of armored vests.

See attached.



Notice: Critical Program Information (Click here)

Home | Login | Site Map | Contact Us

Bulletproof Vest Partnership

LOGIN

EASY STEPS

GETTING STARTED

PROGRAM RESOURCES

OTHER RESOURCES

FAQs

Body Armor Safety Initiative

NEWS

CURRENT ACTIVITIES

OFFICIAL STATEMENTS

SUMMIT INFORMATION

BODY ARMOR RESOURCES

FAQs

Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with \$277 million in federal funds committed to support the purchase of an estimated 800,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program

**Now:** The Bureau of Justice Assistance is pleased to announce the Fiscal Year 2010 BVP funds are available for use. The FY 2010 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which are ordered on or after April 1, 2010. The deadline to request payments from the FY 2010 award funds is August 31, 2012, or until all available 2010 awards funds have been requested.

The complete list of FY 2010 BVP awards can be viewed [here](#).

The complete list of FY 2009 BVP awards can be viewed [here](#).

Historical BVP award information for FY 1999 through the FY 2009 can be accessed [here](#)

Body Armor Safety Initiative



Body Armor Safety Initiative - An Initiative of U.S. Department of Justice. In response to concerns from the law enforcement community, the Department of Justice (DOJ) announced an initiative to address the reliability of body armor used by law enforcement personnel and to examine the future of bullet-resistant technology and testing. As part of this initiative, the National Institute of Justice (NIJ) has examined Zylon®-based bullet-resistant vests (both new and used) and is reviewing the process by which bullet-resistant vests are certified.

**NEW 5/28/2010:** National Institute of Justice Body Armor Alerts

- [Model TBL II S6XF](#)
- [Model MF34F-06](#)
- [Model NFORCE II S6XF-06](#)

**8/25/2008:** [New National Institute of Justice Body Armor Standard 0101.06](#)

**2/20/2008:** [Bullet-Resistant Body Armor Models Removed from NIJ Body Armor List](#)

[National Institute of Justice Body Armor Safety Initiative Website](#)

[Body Armor Safety Initiative Archive](#)

**\*\*All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).**

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at [vests@usdoj.gov](mailto:vests@usdoj.gov)

2806 / 35. 600.

State	Jurisdiction Name	Award Amount
NY	ROCKLAND COUNTY	\$41,195.11
NY	ROCKVILLE CENTRE VILLAGE	\$2,929.20
NY	ROME CITY	\$8,000.00
NY	ROTTERDAM TOWN	\$1,870.00
NY	RYE BROOK VILLAGE	\$625.00
NY	RYE CITY	\$11,750.00
NY	SAG HARBOR VILLAGE	\$4,158.00
NY	SCHENECTADY CITY	\$22,308.00
NY	SCHOHARIE COUNTY	\$14,889.98
NY	SCOTIA VILLAGE	\$1,740.00
NY	SENECA COUNTY	\$7,174.88
NY	SHELTER ISLAND TOWN	\$2,018.88
NY	SILVER CREEK VILLAGE	\$325.00
NY	SOUTH NYACK VILLAGE	\$2,200.00
NY	SOUTHAMPTON VILLAGE	\$3,239.88
NY	STEBEN COUNTY	\$15,262.50
NY	SUFFERN VILLAGE	\$385.68
NY	SUFFOLK COUNTY	\$188,822.05
NY	SYRACUSE CITY	\$78,677.02
NY	TOMPKINS COUNTY	\$831.25
NY	TONAWANDA TOWN	\$9,787.50
NY	TROY CITY	\$5,986.50
NY	TRUMANSBURG VILLAGE	\$1,102.50
NY	TUCKAHOE VILLAGE	\$4,349.75
NY	TUXEDO TOWN	\$1,485.67
NY	ULSTER TOWN	\$8,050.00
NY	UTICA CITY	\$6,013.46
NY	VESTAL TOWN	\$2,450.00
NY	WALDEN VILLAGE	\$330.50
NY	WATERFRONT COMM OF NEW YORK HARBOR	\$2,776.84
NY	WATERTOWN CITY	\$2,100.00
NY	WEBSTER TOWN	\$3,438.00
NY	WEST SENECA TOWN	\$3,745.02
NY	WHITE PLAINS CITY	\$8,334.14
NY	WOODBURY TOWN	\$1,464.00
NY	WYOMING COUNTY	\$5,342.50
NY	YONKERS CITY	\$4,937.26
OH	ADA VILLAGE	\$1,050.00
OH	ALLEN COUNTY	\$3,569.00
OH	AMBERLEY VILLAGE	\$5,950.00
OH	AMHERST CITY	\$1,610.00
OH	ARCHBOLD VILLAGE	\$851.00
OH	ASHLAND COUNTY	\$1,669.50
OH	ASHTABULA CITY	\$15,400.00
OH	ATHENS CITY	\$4,420.00
OH	ATTICA VILLAGE	\$2,209.98
OH	AURORA CITY	\$4,690.00
OH	AUSTINTOWN TOWNSHIP	\$11,999.80
OH	BAY VILLAGE CITY	\$1,449.00
OH	BEACHWOOD CITY	\$1,707.50
OH	BEAVERCREEK CITY	\$1,527.50
OH	BEDFORD HEIGHTS CITY	\$4,500.00
OH	BELLBROOK CITY	\$1,114.00



# CITY COUNCIL AGENDA

NO. 13      DEPT.: City Manager's Office      DATE: December 15, 2010  
CONTACT: Scott D. Pickup, City Manager

**AGENDA ITEM:** Resolution authorizing the Mayor to enter into an agreement with the Rye Free Reading Room to furnish library services for 2011.

**FOR THE MEETING OF:**  
December 15, 2010  
**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That the City Council approve the following resolution:  
RESOLVED, that the Mayor be and hereby is authorized to execute an agreement with the Rye Free Reading Room to furnish library services for 2011.

**IMPACT:**     Environmental     Fiscal     Neighborhood     Other:

**BACKGROUND:** Each year the City of Rye financially supports the operations of the Rye Free Reading Room (RFRR). In FY 2010, the contribution was in the amount of \$1,155,000. The enclosed agreement includes an appropriation of \$1,055,000. The agreement stipulates the specific rights and obligations of both parties, pursuant to section 256 of the Education Law of the State of New York.

**DRAFT**

THIS AGREEMENT, made as of the \_\_\_\_ day of December, 2010, by and between the CITY OF RYE, a municipal corporation located within the County of Westchester and State of New York, party of the first part, and RYE FREE READING ROOM, a free library association duly registered by the Regents of the University of the State of New York at a meeting thereof on January 24-25, 1917, and maintaining a free library in the City of Rye, County of Westchester and State of New York, party of the second part:

WITNESSETH, that the parties hereto, pursuant to section 256 of the Education Law of the State of New York, do hereby mutually covenant and agree as follows:

1. The party of the second part does hereby agree to furnish library privileges to the people of the City of Rye, under reasonable rules and regulations of the party of the second part, during the terms of this agreement.

2. The party of the second part does hereby agree that the Rye Free Reading Room will offer service to the public a minimum of 49.5 hours in the winter and 41 hours in the summer.

3. The party of the second part does hereby agree to submit to the City of Rye a financial report within two months of the close of its fiscal year and to provide copies of an annual narrative report prepared for association members. Copies of all audit reports prepared by independent audit firms or the State of New York will be filed, within 30 days of receipt, with the City Comptroller and the City Council's Audit Committee.

4. In consideration of the foregoing the party of the first part does hereby agree to pay the sum of One Million Fifty-Five Thousand Dollars (\$1,055,000) to the party of the second part during the calendar year: Five Hundred Twenty-Seven Thousand Five Hundred Dollars (\$527,500) to be paid in January, and Five Hundred Twenty-Seven Thousand Five Hundred Dollars (\$527,500) to be paid in July.

5. Pursuant to said statute, such total sum shall be a charge upon the City of Rye and shall be raised, appropriated and paid in the same manner as other City charges.

6. This agreement shall be effective and continue for the calendar year 2011.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

CITY OF RYE

By \_\_\_\_\_  
Mayor

RYE FREE READING ROOM

By \_\_\_\_\_  
President

Attest:

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



# CITY COUNCIL AGENDA

NO. 14

DEPT.: Finance

DATE: December 15, 2010

CONTACT: Jean Gribbins, City Comptroller

**AGENDA ITEM:** Resolution to authorize participation in Westchester County contracts.

**FOR THE MEETING OF:**  
December 15, 2010

**RECOMMENDATION:** That the City Council adopt the following resolution:

WHEREAS, by Act No. 8-1983, The County Board of Legislators authorized the County Purchasing Agent to act as Purchasing Agent for any city, town, village, school district or other unit of local government within the County of Westchester County, provided that said unit of local government by act, ordinance or resolution authorizes the County Purchasing Agent to act as its Purchasing Agent for items purchased by the County, and empowering designated officers and employees to sign requisitions, and further directing the proper official of local government to audit and pay County bills for the cost of County services within thirty (30) days after the receipt of said bill by the local government, and to provide the County with such insurance coverage as may be required by the County's Director of Risk Management, NOW, THEREFORE, be it

RESOLVED, that the County Purchasing Agent is hereby authorized to act as Purchasing Agent for the City of Rye, New York on a continuing basis, and be it further

RESOLVED, that the City Manager, the Assistant City Manager, the City Comptroller, and/or the City Engineer are hereby authorized to sign appropriate requisitions, and be it further

RESOLVED, that the City Comptroller is hereby authorized and directed to audit and pay County bills for the cost of County services within thirty (30) days after receipt of said bills, and be it further

RESOLVED, that the City Comptroller is hereby authorized to secure and provide to the County of Westchester any and all insurance required by the County's Director of Risk Management, in Accordance with County Act No. 8-1983.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The City of Rye participates in contracts awarded by the County of Westchester. The County of Westchester requires a resolution of our governing board for our continued participation in County purchase contracts.



# CITY COUNCIL AGENDA

NO. 15

DEPT.: City Manager's Office

DATE: December 15, 2010

CONTACT: Scott D. Pickup, City Manager

**ACTION:** Resolution authorizing the City Manager to enter into a contract with the County of Westchester for Snow and Ice Removal on County Roads for the period from October 1, 2010 through September 30, 2015.

**FOR THE MEETING OF:**

December 15, 2010

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

That the Mayor and Council Approve this Agreement.

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

**BACKGROUND:** The previous Agreement with Westchester County expired September 30, 2010. The Agreement includes CPI escalators each year, and has already been approved by the Westchester County Board of Legislators.

A copy of the Agreement is attached.

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between

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

and

**THE CITY OF RYE**, a municipal corporation of the State of New York, having offices at City Hall – 2<sup>nd</sup> Floor, Rye, New York 10580 (hereinafter referred to as the "Municipality")

**WITNESSETH:**

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

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

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

**FIRST**: This Agreement shall commence on October 1, 2010 and shall expire on September 30, 2015 unless sooner terminated as herein provided.

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

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

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

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

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

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

Payments will be prorated to pay as follows:

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

(iv) During the period October 1, 2011 through September 30, 2012 the amount payable to the Municipality for said period shall be increased by the percentage, if any, that the Consumer Price Index ("C.P.I.") in the month of June, 2011 has increased over the C.P.I. in the month of June, 2010. For the next period (October 1, 2012 through September 30, 2013) the

2011-2012 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2012 over the month of June, 2011. For the next period (October 1, 2013 through September 30, 2014) the 2012-2013 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2013 over the month of June, 2012. For the next period (October 1, 2014 through September 30, 2015) the 2013-2014 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2014 over the month of June, 2013. In no event, however, shall the increase in the amount payable by the County for the services rendered hereunder exceed three and one half percent (3 ½%) in any year of the Agreement over the preceding year's amount.

In the event the C.P.I. decreases during any one (1) year term of this Agreement, the amount payable by the County shall decrease accordingly, but in no event shall the amount payable decrease below the amount payable during the first one (1) year term of this contract.

For the purpose of this paragraph, the C.P.I. shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, for New York, Northeastern New Jersey Area as published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. as the "Consumer Price Index for all Urban Consumers" (CPI-U) 1982-84 base = 100.

If the Federal government shall cease to publish such index, then the substitute index published shall be used for the purpose of adjusting the amount payable to the Municipality.

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

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

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

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

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a

proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

**EIGHTH:** Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations hereunder.

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

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

**TENTH:** The Municipality hereby acknowledges and agrees:

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

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

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

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

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

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

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

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

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

To the County:

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

With a copy to:

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

To the Municipality:

City Clerk  
City of Rye  
City Hall – 2<sup>nd</sup> Floor  
Rye, New York 10580

**THIRTEENTH:** VENDOR DIRECT PAYMENT: All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule “E.” Payments will be automatically credited to the Municipality’s designated bank account at the Municipality’s financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

**FOURTEENTH:** The failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or

relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party or any provision hereof shall be implied.

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

**SIXTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
John J. Hsu, P.E.  
Commissioner of Public Works

**CITY OF RYE**

By: \_\_\_\_\_  
Name:  
Title:

Authorized by the Westchester County Board of Legislators on the 8<sup>th</sup> day of November, 2010.

Authorized by the Westchester County Board of Acquisition and Contract on the \_\_\_\_ day of \_\_\_\_\_, 2010.

Approved as to form and  
manner of execution

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

**MUNICIPALITY'S ACKNOWLEDGMENT**

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

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

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

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

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_  
*(Officer other than Officer signing agreement)*

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
*(Title) (Name of Municipality)*

(the "Municipality"), a corporation duly organized and in good standing under the  
\_\_\_\_\_  
*(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

named in the foregoing agreement that \_\_\_\_\_  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality, that said agreement  
*(Title of Person Executing Agreement)*

was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_ thereunto duly  
*(Town Board, Village Board, Town Council)*

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared  
\_\_\_\_\_, personally known to me or proved to me on the basis of  
satisfactory evidence to be the individual whose name is subscribed to the above certificate and  
acknowledged to me that he/she executed the above certificate in his/her capacity as  
\_\_\_\_\_ of \_\_\_\_\_,  
*(Title) (Municipality)*  
the municipal corporation described in and which executed the within instrument.

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

## **SCHEDULE "A"**

**Effective October 1, 2010**

### **Without "208" Incentive**

- \$2,061.00 per mile for 2 lane roads
- \$2,717.00 per mile for 3 lane roads
- \$3,004.00 per mile for 4 lane roads

## **SCHEDULE "B"**

**Effective October 1, 2010**

### **With "208" Incentive**

- \$3,092.00 per mile for 2 lane roads
- \$4,019.00 per mile for 3 lane roads
- \$4,500.00 per mile for 4 lane roads

## **SCHEDULE "C"**

### **STANDARD INSURANCE PROVISIONS** **(MUNICIPALITY)**

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

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

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

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

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

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

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

(b) Employer's Liability with minimum limit of \$100,000.

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

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

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

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

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

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

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

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

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

**SCHEDULE "D"**  
**COUNTY ROADS – SNOW AND ICE AGREEMENT**

**CITY OF RYE**

C.R. NO.	COUNTY ROAD NAME	CTR- LINE MILES	2 LANE MILES	3 LANE MILES	4 LANE MILES
38	PARK AVENUE	0.40	0.00	0.00	0.40
54	THEODORE FREMD & WAPPANOCA	1.72	0.00	1.50	0.22
54C	RIDGE STREET	0.20	0.00	0.00	0.20
72	MIDLAND AVENUE	1.76	0.00	1.00	0.76
73	NO. ST.,OLD POST RD.,HAMMOND RD	1.28	0.00	0.85	0.43
147	PLAYLAND ACCESS	0.31	0.31	0.00	0.00
148	THRUWAY ACCESS	0.15	0.15	0.00	0.00
152	PLAYLAND PARKWAY	<u>1.14</u>	<u>0.00</u>	<u>0.00</u>	<u>1.14</u>
<b>TOTAL MILEAGE – RYE</b>		<b>6.96</b>	<b>0.46</b>	<b>3.35</b>	<b>3.15</b>

## SCHEDULE "E"

### Westchester County Vendor Direct Program Frequently Asked Questions

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

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

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

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

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

Yes.

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

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

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

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

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

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

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

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

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

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

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

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



Authorization is:  
(check one)

- New
- Change
- No Change

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

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

### Section I - Vendor Information

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

### Section II - Financial Institution Information

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

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

| | | | |

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

### GENERAL INSTRUCTIONS

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

### Section I - VENDOR INFORMATION

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

### Section II - FINANCIAL INSTITUTION INFORMATION

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



# CITY COUNCIL AGENDA

NO. 16

DEPT.: City Council

DATE: December 15, 2010

CONTACT: Mayor Douglas French

**AGENDA ITEM:** Resolution appointing a Corporation Counsel effective January 1, 2011, establishing the terms and conditions of employment, and authorizing the Mayor to sign an employment agreement.

**FOR THE MEETING OF:**

December 15, 2010

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

RESOLVED, that the City Council of the City of Rye hereby authorizes the Mayor to sign an employment agreement for the Corporation Counsel effective January 1, 2011.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager's Office

DATE: December 15, 2010

CONTACT: Scott D. Pickup, City Manager

**AGENDA ITEM:** Resolution fixing January 12, 2011 as the first regular meeting and the organizational meeting of the City Council for 2011.

**FOR THE MEETING OF:**

December 15, 2010

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council approve the following resolution:

**Resolved,** that January 12, 2011 is hereby fixed as the first regular and the organizational meeting of the City Council for 2011.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**