

## **CITY OF RYE**

### **NOTICE**

There will be a regular meeting of the City Council of the City of Rye on Wednesday, July 10, 2013, at 8:00 p.m. in Council Chambers at City Hall. *The meeting will be preceded by a Workshop on the Rye Golf Club with members of the Rye Golf Club Commission and the Rye Golf Club Strategic Committee beginning at 7:00 p.m.*

### **AGENDA**

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Draft unapproved minutes of the special meeting of the City Council held June 5, 2013, the Workshop on the Rye Golf Club and the regular meeting of the City Council held June 12, 2013, and the special meeting of the City Council held June 24, 2013.
5. Mayor's Management Report
  - Capital Projects Update
  - Legal Update
6. Authorization of a date change for the regular City Council Meeting from August 7, 2013 to August 5, 2013.
7. Overview of the School Construction Project and Impact on Traffic and Pedestrian Crossings.
8. Consideration to set a Public Hearing for August 5, 2013 to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-21, "Parking, standing or stopping", to prohibit parking on the South side of Platt Lane on School days during the hours of 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m.
9. Resolution to amend changes to local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-13, Subsections A, to temporarily lift the ban on seasonal parking restrictions on Apawamis Avenue, to allow parking for the duration of the Rye City School District construction.
10. Authorization for the City Manager to enter into an agreement with All City Management Services (ACMS) for the outsourcing of school crossing guard services.  
Roll Call.
11. Consideration of proposed revision of the Rules and Regulations of the City of Rye Police Department to General Order #120.09 "Workplace Violence Protection".
12. Resolution to amend the City of Rye's FOIL procedures regarding the FOIL Appellate body.
13. Resolution to amend local law Chapter 15, "Code of Ethics", to reflect the addition of the Conflict of Interest form.

14. Consideration to adopt a Conflict of Interest form.
15. Discussion of the Sluice Gate legislation: “Development and Planning Standards” Intermunicipal Agreement Compliance with City of Rye Boards and Committees.
16. Authorization for the City Manager to execute an Inter-Municipal Agreement (IMA) with the Rye Free Reading Room regarding the receipt and disbursement of bond funds for library projects.  
Roll Call.
17. Authorization for the City Manager to execute an Inter-Municipal Agreement (IMA) with the Municipal Employee Benefits Consortium (MEBCO) for health insurance coverage for selected employees.  
Roll Call.
18. Resolution of support for a Letter of Interest for projects to qualify for the Hazard Mitigation Grant Support Program.
19. Resolution to approve the designation and appointment of staff to accept notices of claim from the Secretary of State.
20. Residents may be heard on matters for Council consideration that do not appear on the agenda.
21. Designation of one member to the Boat Basin Nominating Committee.
22. One appointment to the Flood Advisory Committee for a three-year term by the Mayor with Council approval.
23. One appointment to the Rye Playland Advisory Committee for a three-year term by the Mayor with Council approval.
24. Miscellaneous communications and reports.
25. Old Business.
26. New Business.
27. Adjournment.

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The next regular meeting of the City Council will be held on Monday, August 5, 2013 at 8:00 p.m. *The meeting will be preceded by the Presentation of the 2014-2018 Capital Improvement Plan beginning at 7:00 p.m.*

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

\* Office Hours of the Mayor by appointment by emailing [dfrench@ryeny.gov](mailto:dfrench@ryeny.gov).



# CITY COUNCIL AGENDA

NO. 4

DEPT.: City Clerk

DATE: July 10, 2013

CONTACT: Dawn Nodarse

**AGENDA ITEM** Draft unapproved minutes of the special meeting of the City Council held June 5, 2013, the Workshop on the Rye Golf Club and the regular meeting of the City Council held June 12, 2013, and the special meeting of the City Council held June 24, 2013, as attached.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

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

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

Approve the minutes of the special meeting of the City Council held June 5, 2013, the Workshop on the Rye Golf Club and the regular meeting of the City Council held June 12, 2013, and the special meeting of the City Council held June 24, 2013, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Special Meeting of the City Council of the City of  
Rye held in City Hall on June 5, 2013 at 8:00 A.M.

PRESENT:

LAURA BRETT  
PETER JOVANOVIK  
CATHERINE F. PARKER  
JOSEPH A. SACK  
Councilmembers

ABSENT: DOUGLAS FRENCH Mayor  
RICHARD FILIPPI  
JULIE KILLIAN  
Councilmembers

The Council convened at 8:05 a.m. for an attorney/client meeting. The public portion of the meeting began at 9:15 a.m.

1. Pledge of Allegiance

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

2. Roll Call

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

3. Appeal of denial of FOIL requests by Timothy Chittenden

The Council considered the appeals of the following FOIL requests:

Incalcaterra Records 1

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Incalcaterra Records 1 for Vehicle and Traffic Summonses and Supporting Depositions issued by P.O. Incalcaterra is hereby denied based on the fact that the Police Department does not maintain these records. In addition, a diligent

search has been performed and no additional records were found for speed verification stats, lost/voided summonses and summons books.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye Police Records 6

Councilwoman Parker made a motion, seconded by Councilwoman Brett, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Rye Police Records 6 is denied regarding Activity Sheets pursuant to POL 87(2)(f) and Supplemental Reports pursuant to POL 87(2)(g) and granted as to the request that the 307 responsive pages of Ring Sheets and Overtime Sheets be provided electronically.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Arrest Reports

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of a FOIL request for all records with regard to the December 23, 2010 accident at 125 Osborn Road is hereby granted with respect to the requested documents, which have been provided with redactions.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Request re: 255 Theodore Fremd Avenue

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of a FOIL request for records related to 255 Theodore Fremd Avenue is hereby denied under POL 87 (2)(e)(i through iv) as it will interfere with an ongoing prosecution.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Incalcaterra Records 3

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Incalcaterra Records 3 seeking arrest reports and vehicle accident reports made by Police Officer Incalcaterra is hereby denied with the representation that the appellant has the ability to narrow the request to more specifically identify the requested records.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Incalcaterra Records 8

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Incalcaterra Records 8 seeking all Activity Reports for Police Officer Incalcaterra from January 1, 2010 through February 2, 2013 is hereby denied under POL 87(2) (f), the public safety exemption.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Records 3

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Rye PD Records 3 requesting that the responsive cell phone records be provided electronically is hereby granted; the appeal is denied as to the request for the email communications under POL 87(2)(g).

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Records 5

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Rye PD Records 5 regarding police computer transmissions, dash cam videos, recorded radio transmissions, recorded 911 calls on 11/21/2010 between 0001 and 0800 and 1/2/2012 between 0001 and 0800 is hereby denied under POL 87(2)(f) and (g).

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Records 2

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Rye PD Record 2 is hereby granted regarding providing radar calibration records electronically and denied regarding copies of vehicle and traffic summonses, car speedometer calibration records, copies of records indicating who from the Police Department received vehicle and traffic ticket books and copies of voided tickets issued because a diligent search has been made for the records and no responsive records have been discovered.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack  
NAYS: None  
ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Calls for Service 2/1/2010

Councilwoman Brett made a motion, seconded by Councilwoman Parker, to adopt the following Resolution:

**RESOLVED** that the appeal of FOIL request Rye PD Calls for Service 2/1/2010 for CAD Dispatch Reports, calls for service reports and Ring Sheets for 2/1/2010 is hereby granted because it was not forwarded to the appropriate officer when it was received, which resulted in a delay in response. A substantive response to the FOIL request will be provided.

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

4. Adjournment

There being no further business to discuss Councilman Jovanovich made a motion, seconded by Councilwoman Parker and unanimously carried, to adjourn the meeting at 9:25 a.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk

***DRAFT UNAPPROVED MINUTES*** of the  
Workshop Meeting of the City Council of the City of  
Rye, the Rye Golf Club Commission and Rye Golf  
Club Strategic Committee held in City Hall on June  
12, 2013 at 7:00 P.M.

PRESENT:

DOUGLAS FRENCH Mayor  
LAURA BRETT (arrived at 7:15 p.m.)  
RICHARD FILIPPI  
PETER JOVANOVIĆH  
JULIE KILLIAN  
CATHERINE F. PARKER (arrived at 7:35 p.m.)  
JOSEPH A. SACK  
Councilmembers

ABSENT: JOSEPH A. SACK, Councilman

Also in attendance were: Rye Golf Club Commission Members - John Duffy (Chair), Frank Adimari, Patrick Dooley, T.J. Hanson, Patricia Geoghegan and Arthur Tiedeman and Rye Golf Club Strategic Committee Members – Peter Marshall (Chair) and Bill Gates.

1. Opening Remarks by Mayor Douglas French

Mayor French said the workshop was being held with the members of the Rye Golf Club Commission and Rye Golf Club Strategic Committee. The Mayor said that there are two prevailing questions in connection with the Club – should the City be in the restaurant business; and, if so, what is the proper level of governance to run the operation? A five-point plan was put together last fall to deal with: tightening up financial policies and procedures; conflicts of interest; getting the Club up and running for the season; determination of a long-term view for the Club; and, how will the correct governance be put in place.

2. Presentation by the Rye Golf Club Commission on proposed changes to Commission responsibilities

Members of the Golf Commission presented an overview of proposed changes to the Rye Golf Commission Charter:

- The Golf Club Commission would have principle responsibility for negotiating contracts that pertain to the Golf Club because it involves use of Rye Golf Club money. The types of contracts would include: lifeguards, the Club Manager position, and the chef. The City Manager would still execute the contract. The City Council would have the highest authority.
- The Management of the Golf Club should report to the Commission in order to provide greater opportunity for oversight.

- Consultation with and functional approval authority for the Commission in connection with expenses over \$2,500.
- Increased flow of information to the Commission in order for them to be as fully informed as possible in order for them to be able to identify problems before they happen or make recommendations.

A goal is to fulfill the original mission of the Commission

There was discussion about how the recommendations might be implemented; liability issues; responsibility for hiring and firing; conducting independent audits; whether an RFP (Request for Proposal) should be issued for running the restaurant or the entire Club; and, methods of resolving disputes between the Commission and Club Manager. The City Manager reported on problems with the NorthStar computer system used by the Club and ongoing efforts to produce better reports.

3. Presentation by the Rye Golf Club Strategic Committee on recommendations for the long-term use and operation of the Rye Golf Club

Peter Marshall said that the Strategic Committee has looked at different models such as issuing an RFP for the operation of the restaurant; maintaining the current status with City employees running the Club with the Commission as an oversight; or issuing an RFP for the entire facility. They would like direction from the Council and input from the public on the pros and cons of the alternatives. There was discussion regarding the possible effects of these options. The Strategic Committee thinks it is a good idea to prepare an RFP to explore possibilities for the restaurant. It was suggested that the City reach out to contacts in the industry for help in drafting an RFP.

Another workshop will be held at 7:00 p.m. prior to the July 10th Council meeting.

4. Adjournment

The workshop was adjourned at 8:25 p.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on June 12, 2013 at 8:00 P.M.

PRESENT:

DOUGLAS FRENCH Mayor  
LAURA BRETT  
RICHARD FILIPPI  
PETER JOVANOVIĆH  
JULIE KILLIAN  
CATHERINE F. PARKER  
Councilmembers

ABSENT: JOSEPH A. SACK, Councilman

The meeting was preceded by a workshop with the Rye Golf Club Commission and the Rye Golf Club Strategic Committee. The regular meeting began at 8:40 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

The City has been presented with a Certificate of Appreciation from the National Alliance on Mental Illness (NAMI) for participation in the May 2013 Mental Health Awareness Ribbon Campaign.

4. Draft unapproved minutes of the regular meeting of the City Council held May 22, 2013, the special meeting of the City Council held May 29, 2013, and the special meeting of the City Council held June 5, 2013

Councilman Filippi made a motion, seconded by Councilwoman Brett and unanimously carried, to approve the minutes of the regular meeting of the City Council held on May 22, 2013, as submitted.

Councilwoman Brett made a motion, seconded by Councilwoman Killian and unanimously carried by the four Councilmembers who attended the meeting, to approve the minutes of the special meeting of the City Council held on May 29, 2013, as submitted.

Approval of the minutes of the special meeting of the City Council held on June 5, 2013 was deferred to the next meeting.

5. Mayor's Management Report  
● Technology Committee Update

Peter Esler made a presentation on behalf of the Technology Committee regarding IT Governance which was described as the business of running IT vs. running the technology, and consists of leadership, organizational structures and processes. The objective is to create IT controls in order to create a "vision" of IT services. The benefits include clear and informative communication; effective and transparent financial management; improved resource management; and strengthening of risk management of City services. The suggested roles and responsibilities within the City and the priorities of the Committee were also outlined. Ed Szamborski, a member of the Committee, and Kerry Donahue, City of Rye Coordinator of IT Services, were also in attendance.

● Capital Projects Update

City Manager Pickup reported on the following items:

Sluice Gate – Staff is working on the final costs and allocations on the County share, the Rye Brook Share and the City share. If there is additional money left over it could be used to install additional downstream monitoring stations. The City is hoping to have a joint meeting with the County in July regarding potential flood retention projects at the airport.

Central Avenue Bridge – The project is on schedule. There was a slight problem due to the rainfall but it has been repaired without losing any work done to date.

● Legal Update

Corporation Counsel reported on the following issue:

Beaver Swamp Brook – An interim decision was issued from the DEC Commissioner that found that the ALJ was proper in finding that the City did not make a valid argument under SEQRA. However, the arguments under the Environmental Conservation Law were considered viable issues that will proceed to an adjudicatory hearing.

City Manager Pickup reported on the following issue:

HUD Housing Settlement – There are significant public policy issues that have to be determined regarding the City's responsibility and how it will be addressed.

6. Presentations by the Citizens Finance Committee:
- Four-year financial plan for the City.

Paula Schaefer, Co-Chair of the Finance Committee presented the plan, which has been revised from the draft plan presented in December. The original starting point was the 2013 Budget but it has been updated to reflect actual results for 2012. The principle assumption is that the tax cap will be respected and that assessed values will remain the same during the four-year period. Certain revenue sections of the plan that have been updated including: sales and use taxes have been increased because they have trended above the original budget; the sale of 1037 Boston Post Road has also been reflected in the use of money and property section; the numbers for Building and alteration permits have been increased, as well as those for mortgage tax revenue. Assumptions about expenses include: salaries are based on the 2013 budget with the headcount remaining flat but expenses growing by 2% per year; employee benefits and taxes are assumed to grow by 8% per annum; debt service has been increased based on the bond issue passed in 2012; and transfers to the Capital Projects Fund and Building and Vehicles Fund are the 2013 budget numbers. The plan respects the tax cap that limits tax increases to 2% but does not anticipate any significant changes to services levels or the way they are delivered. Due to costs related to state mandates for retiree costs the budget deficit is projected to be approximately \$2 million by 2016, with the Fund Balance reduced from \$11 million in 2012 to \$6.4 million in 2016. In order to maintain \$6 million in the Restricted Fund Balance, the Unrestricted Fund Balance would fall below the 5% target. However, the 2012 results put the City in a better place because 2013 started with a higher reserved amount.

- Rye Arts Center lease

Laura Leach of the Finance Committee made a presentation regarding the lease for the Rye Arts Center (RAC), which is due to expire in March of 2016. The RA is asking for a 30-year renewal of the lease which allows the RAC use of the building at 51 Milton Road for \$1.00 per year rent. The Finance Committee renewed the lease terms, history of the building, the financial statements of the RAC and the insurance coverage on the building. They believe the lease should be reviewed but for a shorter term of 10 to 15 years; that the City should review all the insurance coverage of the RAC; and that issues related to parking should be clarified. The building sits on parkland, which would require an act of the State Legislature in order to change the use. The RAC offers something special to Rye and they have been good stewards of the building. Eileen Neiman, President of the RAC Board said that the Board would like a lease that would be 15 years or longer.

7. Presentation by All City Management Services (ACMS) for the outsourcing of school crossing guard services

This presentation was deferred.

8. Discussion on the proposed revision of the Rules and Regulations of the City of Rye Police Department General Order #121.04 regarding a Social Media Policy

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

**RESOLVED**, that the City Council of the City of Rye, hereby approves the proposed revision of the Rules and Regulations of the City of Rye Police Department General Order #121.04, "Social Media."

ROLL CALL:

AYES: Mayor French, Councilmembers Brett, Filippi, Jovanovich, Killian and Parker  
 NAYS: None  
 ABSENT: Councilman Sack

The Resolution was adopted by a 6-0 vote

9. Public Hearing to establish the 2014 Budgeted Fees and Charges

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

There was no one from the public who wished to comment on the proposed fees and charges.

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

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

**RESOLVED**, that the 2014 fees and charges, are hereby adopted:

FEE DESCRIPTION	2014
<b><u>ASSESSOR'S OFFICE</u></b>	
GENERAL	
Standard Photocopy Fee	
Letter/Legal per page	0.25
MAPS	
City Maps 3'x5"	15.00
Aerial Map	15.00
Drain & Sewer map from blueprints (blue on white)	60.00
Standard Tax Map	15.00
Tax index map (40"x64")	15.00
Topographical maps	60.00

<b><u>BOARD OF APPEALS</u></b>	
GENERAL	
Multi & Commercial Appeals	500.00
Single Family Appeals	300.00
Adjourned Applications	100.00
Revised Plans	75.00
<b><u>BUILDING</u></b>	
ELECTRICAL	
Electrical permits in existing building where a building permit is not required: for multiple residences, commercial or industrial buildings	100.00
Electrical Permits in existing buildings where a building permit is not required: for one & two family dwellings with contracts valued at \$500 or more	100.00
GENERAL	
Building Permits (1) - minimum fee	75.00
Building Permits (2) - add'l charge per \$1,000 est. work (residential)	17.00
Building Permits (3) –add'l charge pre \$1,000 est. work (commercial)	30.00
Building Permit (3) - penalty for work begun without permit	1,250.00
Certificate for Commercial Buildings	175.00
Certificate of Occupancy: to be paid with application for building permit	100.00
Changes in Approved Plans	250.00
Demolition Permits – Commercial and residential structures	2,000.00
Demo Pmts – In-ground pools tennis crts detached garages	750.00
Demo Pmts – Sheds, above ground pools, pool decks, gazebo	200.00
Fence Permit	50.00
Generator Permit	300.00
Sign Permit	100.00
New Certificate for old buildings	150.00
Pre-date letters	150.00
PLUMBING	
<b><i>Oil or gas heating permits in existing building w/o building permit required:</i></b>	
New heating equipment installation or replacement	150.00
Plumbing - No building permit required (min)	100.00
Plumbing – for each fixture above 5	5.00

Sewer or storm drain connection (per)	70.00
<b><u>CITY CLERK</u></b>	
<b>ALARMS</b>	
Alarms permit – Fire/Burglar	35.00
False alarm: 2 <sup>nd</sup> call per annum	50.00
False alarm: 3 <sup>rd</sup> , 4 <sup>th</sup> call each per annum	100.00
False alarm: over 4 per annum	200.00
<b>FIRE PREVENTION</b>	
Explosive Inspection Fee	115.00
Fireworks Display (each)	750.00
Installation of liquefied petroleum gas	57.00
Place of assembly 100 or more people	115.00
Storage of Flammable liquids (permits & insp.)	115.00
Storage of lumber (in excess of 100,000 bd. ft.)	57.00
Storage of underground tanks <1100 gal.(permits & insp.)	57.00
Storage of underground tanks >1100 gal. (permits & insp.)	115.00
Welding & cutting	55.00
<b>GENERAL</b>	
Auctioneer	500.00
Birth Certificate	10.00
Blasting Permit	300.00
Cabaret	200.00
Christmas Tree Sale Refundable Bond	45.00
Christmas Tree Sales: Inspection	100.00
Code of the City of Rye	300.00
Code of the City of Rye – Supplement	n/a
Codes: Zoning	n/a
Coin operated Dry Cleaning Establishment	n/a
Coin operated Laundry: Establishment	n/a
Death Transcript	10.00
Dog License: Neutered Dog – Owner’s Cost	14.00
Breakdown of Owner’s Cost:	
City of Rye Fee	13.00
NYS Fee	1.00
Dog License: Non-Neutered Dog – Owner’s Cost	22.00
Breakdown of Owner’s Cost:	
City of Rye Fee	19.00
NYS Fee	3.00
Dog Redemption: with current license	n/a
Dog Redemption: without current license	n/a

Dry Cleaning Establishment	90.00
Debris Collection Container:	40.00
FOIL Production Rates:	
Office Assistant	32.00
Legal Review	65.00
Police Department	27.00
Fire Department	27.00
Filming: Private Property	500.00
Filming: Public Property (Maximum)	25,000.00
Filming: Public Property (Minimum)	1,600.00
Junk Merchant: Establish place of business	n/a
Junk Peddler	n/a
Laundromat	n/a
Marriage License	40.00
Marriage Transcript	10.00
Non-refundable Bid fee (per every \$50 of bid)	15.00-100.00
Other Pamphlet Codes	8.00
Peddler, Hawker, Solicitor	300.00
Additional Peddler, Hawker or Solicitor Permit Issued	75.00
Lost Peddler, Hawker or Solicitor Permit Replacement	5.00
Sign posting @ Boston Post Road & Cross Street	35.00
Tourist Park or Camp App. 5 units or less	n/a
Tourist Park or Camp App. 6 units or less	n/a
Tourist Park or Camp license (per unit)	n/a
<b>MECHANICAL INSTALLATION LICENSE</b>	
Gas Heat	150.00
Oil Heat	150.00
<b>MISCELLANEOUS LICENSES</b>	
Bowling Alleys	n/a
Circus	n/a
Driving Range	n/a
Miniature Golf	n/a
Moving Picture House	n/a
Public Exhibition	90.00
Public Hall	90.00
Shooting Gallery	n/a
Skating Rink	n/a
Taxi Cab License	130.00
Taxi Driver License	75.00
Theater	n/a
<b><u>PARKING</u></b>	
Non-Resident Commuter (Includes Tax)	760.00

Resident Commuter (Includes Tax)	760.00
Merchant Parking (Non-Taxable)	420.00
Taxi Stall Rental (Plus tax)	700.00
Guest Parking Overnight (max. 14 days per night)	15.00
Replacement Sticker (without old sticker)	60.00
Replacement Sticker (with old sticker)	10.00
Resident All Day/All Night	684.00
Resident All Night	342.00
Special Permits (Theo. Fremd Lot)	n/a
Commuter Parking Waitlist Fee (Per Year)	50.00
Commuter Meters - Daily Rate (12 hours)	5.00
Paystation rate per hour	1.00
<b><u>PARKING VIOLATIONS</u></b>	
No Handicapped Permit (including NYS Surcharge)	150.00
Parking in Front of a Fire Hydrant	150.00
Beach Area Parking	75.00
Parking on the Street During the Snow Ordinance	75.00
Parking in a Crosswalk	75.00
<b><u>ENGINEERING</u></b>	
<b>GENERAL</b>	
Constructed or Replaced Curb	50.00
Constructed or Replaced Depressed Curb (min)	50.00
Constructed or Replaced Driveway (min)	50.00
Constructed or Replaced Sidewalks (min)	50.00
Construction Debris Containers (per day)	100.00
Street Obstructions, Storage of Materials, Operating Machinery, loading & unloading, scaffolding & bridging	150.00
Street Opening: Curbing-Asphalt/Concrete/Flag	250.00
Street Opening: Sidewalk Area-Asphalt/Concrete/Flag	250.00
Street Opening: Street Area-Asphalt	250.00
Street Opening: Street Area-Concrete	250.00
Street Opening: Test Holes (keyhole method) (each)	250.00
Street Opening: Unpaved Areas	250.00
Street Opening Permit Surcharge	200.00
Street Opening Public Service Fee (per LF, over 72 FT length)	5.00
Surface Water Control Application fee (Stand Alone)	200.00
<b>STREETS/SIDEWALKS</b>	
Construction Manhole/Catch Basin (min)	180.00
Driving Pipes (min)	100.00
Install Underground Tank/Vault (min)	110.00

Plumbing Connection to Structures:	
Manholes/Catch Basin (min)	45.00
Plumbing Connection to Structures:	
Sewer or Drain Line (min)	35.00
<b><u>FIRE</u></b>	
GENERAL	
Inspection Fee (per inspection)	135.00
Return Inspection	50.00
Tank Removal Inspection	100.00
<b><u>PLANNING</u></b>	
COASTAL ZONE MANAGEMENT	
Waterfront Consistency Review Application	825.00
GENERAL	
Copies of Subdivision or site plans - complete sets only (per sheet)	12.00
SITE PLAN REVIEW	
Informal review	n/a
Preliminary Application (up to 10 parking spaces)	1,000.00
Preliminary Application - Add'l charge per required parking space over 10 spaces	n/a
Modification or Extension of Preliminary Application	n/a
Final Application ( up to 10 parking spaces)	1,300.00
Final Application - Add'l charge per required parking space over 10	n/a
Modification or Extension of Preliminary Application	n/a
Inspection Fee (Fee + 7.0% cost of improvement)	550.00
Construction and Use without prior approval	2,800.00
Modification of Tree Preservation Plan by the City Planner	500.00
Tree Replacement, fee in lieu of	1,900.00
SUBDIVISION REVIEW	
Informal Review	675.00
Preliminary Application	825.00
Preliminary Application - Add'l charge per lot	390.00
Waiver of Preliminary Application - Add'l charge per lot	n/a
Modification or Extension of Preliminary Application	n/a
Final Application	1,120.00
Final Application - Add'l charge per lot	385.00
Modification or Extension of Final Application	n/a
Waiver of Penalty Application	n/a

Inspection Fee - 7% of cost of improvement plus \$50 per lot, or \$500, whichever is greater	550.00
Modification of Tree Preservation Plan by City Planner	500.00
Tree Replacement, fee in lieu of	1,900.00
Fee in lieu of Parkland - In trust-minimum (dollars per square foot of lot area)	
<i>R-1 One Family District</i>	0.14
<i>R-2 One Family District</i>	0.25
<i>R-3 One Family District</i>	0.35
<i>R-3 One Family District (Floodplain)</i>	0.25
<i>R-4 One Family District</i>	0.40
<i>R-4 One Family District (Floodplain)</i>	0.25
<i>R-5 One Family District</i>	0.49
<i>R-5 One Family District (Floodplain)</i>	0.25
<i>R-6 One Family District</i>	0.57
<i>R-6 One Family District (Floodplain)</i>	0.25
<i>RT Two-Family district (1 and 2 Family Residence)</i>	0.57
<i>RS School &amp; Church District (1 Family Residence)</i>	0.35
<i>RA-1 District (1 Family Residence)</i>	0.57
<i>RA-1 District (2 Family Residence)</i>	0.41
<i>RA-2 District (1 Family Residence)</i>	0.57
<i>RA-2 District (2 Family Residence)</i>	0.49
<i>RA-3 District (1 and 2 Family Residence)</i>	0.57
<i>RA-4 District (1 and 2 Family Residence)</i>	0.57
<i>B-1 Business District (1 and 2 Family Residence)</i>	0.57
Apportionment Application	650.00
Construction and Use without prior approval	2,730.00
RE-ZONING APPLICATIONS	1,300.00
WETLANDS/WATER COURSES	
Application Fee	985.00
Inspection Fee	550.00
Appeal of Determination	550.00
Extension of Prior Approval	600.00
Outdoor Dining Fee	500.00
<b><u>POLICE</u></b>	
GENERAL	
Auxiliary Police Services Event Fee	200.00
Defensive Driving Course	50.00
Fingerprinting Fees	100.00
Good Conduct Certificates	75.00
Mooring Permits (per permit)	150.00

Police report copies (per copy)	0.25
Redemption of Shopping Carts	50.00
Reprints of Photographs	30.00
Subpoena Fees for Records (min)	30.00
<b>LOCAL ORDINANCE</b>	
Failure to shovel snow after a storm	50.00
<b><u>PUBLIC WORKS</u></b>	
<b>GENERAL</b>	
Collection of bulky metals at curbside (minimum)	35.00
Collection of bulky waste in excess of 2 cubic yards (min)	35.00
Penalty for amounts not paid within 60 days	25.00
Penalty for amounts not paid within 90 days	25.00
Add'l penalty for amounts not paid if collection by levy is required	25.00
<b><u>RECREATION</u></b>	
ATHLETIC FIELD USE SURCHARGE (per person/per prog)	15.00
<b>BUILDING FEES</b>	
Auditorium (per hour)	100.00
Other Rooms (per hour)	75.00
Auditorium: Non-Profit/Co-Sponsor Rate (per hour)	75.00
Other Rooms: Non-Profit/Co-Sponsor Rate (per hour)	50.00
New Multi Purpose Room (4 Hours)	575.00/675.00
Birthday Party: Basic Program (two hours)	200.00/300.00
Private Party: Other rooms (each)	475.00/575.00
Maintenance Coverage (per hour) Full-time	60.00
Maintenance Coverage (per hour) Part-time	40.00
Alcohol Permit Fee	70.00
Event Security Deposit (Refundable)	150.00
<b><u>DAY CAMP</u></b>	
Day Camp - ½ day program (resident)	600.00
Day Camp – 2 week session (resident)	525.00
Day Camp – 6 week basic (non-resident)	1,540.00
Day Camp – 6 week basic (resident)	760.00
Day Camp – 6 week extended program (resident)	n/a
Day Camp – Swim group	85.00
Day Camp – Swim lessons (with group)	120.00
Kiddy Camp (resident)	700.00
Kiddy Camp – 2 week session (resident)	n/a
Registration fee after deadline	180/30 wk
Camp 78 – 6 weeks	n/a

Camp 78 – 2 weeks	n/a
Camp 78 – 1 week	225.00
Camp Withdrawal Fee	
<b>INDOOR RECREATION</b>	
Daily Fees (resident & non-resident)	5.00/10.00
<b>OUTDOOR RECREATION</b>	
All day field permit (10am-6pm)	700.00
Field permit (2 hrs.)	200.00
Field/Facility Use - Basketball - Outdoor lights (2hrs)	160.00
Softball - Men's Adult (per team)	370.00
Softball - Woman's Adult (per team)	325.00
<b>PICNIC</b>	
Non-profit/Police/Fire	50.00
Refundable Deposit (Part of Fee)	50.00
Weekday Picnic ( 4-Dark)	165.00
Up to 75 (Resident/Non Resident)	200.00/300.00
75 to 150 (Resident/Non Resident)	400.00/500.00
Security Deposit	50.00
<b>TENNIS</b>	
Permit - Adult (19 & over)	110.00
Permit - Family (max. 5)	285.00
Permit - Individual (non-resident)	220.00
Permit - Junior (6-13 /14-18 years)	60.00
Permit - Senior (60+)	75.00
Clinic - Adult Tennis (4 classes)	\$90/115
Clinic - Youth Tennis (4 classes)	\$80/\$90
Daily Fee (resident only)	13.00/8.00
Guest of Permit Holder - Hourly fee	13.00/8.00
Private lessons: Per half hour	38.00
Private lessons: Per hour	52.00
Non-Resident Senior	150.00
<b><u>RYE TV</u></b>	
<b>DUPLICATION FEES</b>	
Dubbing Fee (per tape)	20.00
DVD Dubbing Fee (per DVD)	20.00
<b>DUPLICATION STOCK FEES</b>	
Mini DV 60	6.00
Mini DV 80	8.00
DVD-R	1.00

CD-R	n/a
EQUIPMENT RENTAL	
Camcorder – per day (Misc. Equipment Extra)	100.00
Camcorder Canon XHA1 per day (misc extra)	250.00
Tripod per day	50.00
Light kit: Arri or Lowell per day	100.00
Shotgun mic and cables per day	30.00
Digital Editing Suite without Personnel (per hour)	100.00
Studio without RTV personnel (per hour)	200.00
PERSONNEL	
Staff Audio/Graphics In-Studio (per hour)	25.00
Staff Cameraperson In-studio (per hour)	50.00
Staff Cameraperson On-Location (per hour)	75.00
Staff Editor (per hour)	125.00
Staff Other On-Location (per hour)	75.00
Staff Producer/Director In-studio (per hour)	150.00
Staff Technical Supervisor (per hour)	150.00

**ROLL CALL:**

AYES: Mayor French, Councilmembers Brett, Filippi, Jovanovich, Killian and Parker  
 NAYS: None  
 ABSENT: Councilman Sack

The Resolution was adopted by a 6-0 vote

10. Consideration to adopt a Conflict of Interest form

City Manager Pickup noted that based on previous discussions regarding issues relative to members of bargaining unions signing purchase orders or claims on behalf of a department head, a Non-Collusion Statement has been created that would cover these situations without including those employees with those who must submit the Conflict of Interest form. Corporation Counsel Wilson said that the Conflict of Interest policy should not be adopted without changing the Code, but that the Conflict of Interest form for vendors; the two Non-Collusion affidavits; and the updated Oath of Office card could be adopted prior to amending the Code. No action was taken.

This agenda item was taken prior to agenda item 10.

11. Public Hearing to amend local law Chapter 15, “Code of Ethics”, to reflect the addition of the Conflict of Interest form

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

Corporation Counsel Wilson noted that a change had been made to the draft local law changing the amount of the gift value to \$50. There was a suggestion of making a further change to the law that would expand the Board of Ethics and a discussion among the Council regarding if the change should be made at this time or in a separate local law, or if the current proposed changes should be deferred until after a new Board of Ethics was in place.

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

No vote was taken on the proposed local law.

12. Discussion of the revised Inter-Municipal Agreement with the Municipal Employee Benefits Consortium (MEBCO)

City Manager Pickup offered an overview of the MEBCO plan which covers some City employees and retirees. The plan is a premium based plan that is based on actual utilization. There is a proposal to create a Threshold and a Stop Loss in order to smooth the large claims that create spikes in the rates and make it difficult for the City to plan. The recommendation of staff is that the Council should consider supporting the proposal and adopt the Inter-Municipal Agreement. Continuing with MEBCO provides the City with a viable alternative plan that can provide a long-term benefit to the City.

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

There was no one wishing to speak under this topic.

14. Bid Award for the Annual Street Resurfacing contract (Contract #2013-04)  
Roll Call.

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

**RESOLVED**, that the City Council of the City of Rye hereby awards Contract #2013-04 – Annual Street Resurfacing to ELQ Industries, Inc., the lowest responsible bidder, in the amount of Four Hundred Twelve Thousand, Eight Hundred Fifty dollars (\$412,850.00).

ROLL CALL:

AYES: Mayor French, Councilmembers Brett, Filippi, Jovanovich, Killian and Parker  
 NAYS: None  
 ABSENT: Councilman Sack

The Resolution was adopted by a 6-0 vote

Contract 2013-04 Annual Street Resurfacing Contract

Contractor	Contractor's Bid	Engineer's Check	Position
ELQ Industries, Inc.	\$412,850.00	\$412,850.00	1
Bilotta Construction Corp.	\$426,164.00	\$426,164.00	2
PCI Industries	\$458,650.00	\$458,650.00	3

15. Bid Award for Sidewalk Replacement Contract (Contract #2013-05)  
Roll Call.

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

**RESOLVED**, that the City Council of the City of Rye, hereby awards Contract #1013-05 – Annual Sidewalk Replacement to Bilotta Construction Corp., the lowest responsible bidder, in the amount of Two Hundred Fifteen Thousand, Seven Hundred Fifty dollars (\$215,750.00).

ROLL CALL:

AYES: Mayor French, Councilmembers Brett, Filippi, Jovanovich, Killian and Parker  
 NAYS: None  
 ABSENT: Councilman Sack

The Resolution was adopted by a 6-0 vote

Contract 2013-05 – Sidewalk Replacement

Contractor	Contractor's Bid	Engineer's Check	Position
Bilotta Construction Corp.	\$215,700.00	\$215,700.00	1
PCI Industries	\$227,650.00	\$227,650.00	2
Con-Tech	\$238,020.00	\$238,020.00	3
Paladino Concrete	\$243,785.00	\$243,785.00	4

ELQ Industries	\$244,650.00	\$244,650.00	5
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16. Resolution to declare certain equipment as surplus Roll Call.

Lucia Villani, Jenna Cammisa and Bridget Salice representing the organization *Linking Handlebars* presented a brief overview of the activities of their organization.

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

**WHEREAS**, the Police Department has accumulated abandoned bicycles; and be it **RESOLVED**, that these bicycles be declared surplus, and, be it further **RESOLVED**, that authorization is given to the City Comptroller to donate the bicycles to the organization *Linking Handlebars* who will deliver the bicycles to needy children.

17. Consideration of a request by the Rye Chamber of Commerce for the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 25, 2013 through Saturday, July 27, 2013 from 9:00 a.m. to 5:00 p.m.

Councilwoman Killian made a motion, seconded by Councilwoman Parker, and unanimously carried, to adopt the following Resolution:

**RESOLVED**, that the City Council of the City of Rye hereby approves the request of the Rye Chamber of Commerce for the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 25, 2013 through Saturday, July 27, 2013 from 9:00 a.m. to 5:00 p.m.

18. Resolution to grant permission to the Rye Free Reading Room to hold a free community event on the Village Green on Saturday, September 21, 2013 from 10 a.m. to at 1 p.m.

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

**RESOLVED**, that the City Council of the City of Rye hereby approves the request of the Rye Free Reading Room for use of the Village Green on Saturday, September 21, 2013 from 8:00 a.m. to 3:00 p.m. in connection with a free community event to commemorate the 100<sup>th</sup> anniversary of the library building.

19. Miscellaneous Communications and Reports

Mayor French reported that the Sustainability Committee had asked him to write a letter in favor of the Sustainability Plan. He said that the Rye Town Park Capital Committee is moving forward with bids for the Administration Building.

City Manager Pickup reported on an additional option for handling FOIL appeals that involved a rotation system among the members of the Council for hearing appeals. There was a discussion among the Council regarding the difficulty of getting a quorum for special meetings to deal with FOIL appeals and the necessity of have unanimous votes when there is only a quorum of the Council available. The possibility of having someone other than the Council acting as appellate officer was also discussed. A suggestion was made that there should be a FOIL Clerk on the City staff that was dedicated to working on FOIL requests.

20. Old Business

Councilman Filippi asked the status of a proposed “fly over” in connection with the deer issue. Councilwoman Parker said that a meeting was held recently with residents of Greenhaven and The Preserve. John Baker of Westchester County said he did not feel that a “fly over” was necessary but rather suggested that some of the deer should be “collared” in order to track them. He has taken steps to apply for a grant for the collars.

21. New Business

There was nothing discussed under this agenda item.

22. Adjournment

There being no further business to discuss Councilman Filippi made a motion, seconded by Councilwoman Parker and unanimously carried, to adjourn the meeting at 11:50 p.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk

***DRAFT UNAPPROVED MINUTES*** of the  
Special Meeting of the City Council of the City of  
Rye held in City Hall on June 24, 2013 at 7:30 P.M.

PRESENT:

DOUGLAS FRENCH Mayor  
LAURA BRETT  
CATHERINE F. PARKER (arrived at 7:40 p.m.)  
JOSEPH A. SACK  
Councilmembers

ABSENT: RICHARD FILIPPI  
PETER JOVANOVIK  
JULIE KILLIAN  
Councilmembers

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. Presentation by All City Management Services (ACMS) for the outsourcing of school crossing guard services

Prior to the presentation by All City Management Services (ACMS), Police Commissioner William Connors updated the Council on the Police Department's efforts to recruit crossing guards. He said that ads have been run on the International Association of Chiefs of Police website the Indeed website. To date 84 resumes have been received and two completed applications have been submitted. They will also continue looking through the local churches. There are two to three authorized positions to be filled but he and the City Manager are also considering needs that will result from the school construction project.

Patricia Pohl, Director of Operations of ACMS made a presentation regarding the services that her company offers in connection with providing crossing guards, which she called "invaluable" to public safety. They have approximately 3,000 guards working throughout the country. Ms. Pohl outlined how ACMS recruits, trains and supervises crossing guards. She also noted that all liability rests with their company. She said that utilizing ACMS frees up police departments to do what they are trained and paid to do. They would retain the current crossing guards who wished to stay at their current rate, but new guards would be paid a lower rate. In

summary the services provided by ACMS include: the entire responsibility for the crossing guard program – recruiting, hiring, training, discipline, firing, workers comp, insurance, equipment, and supervision. They work at the direction of the Police Commissioner.

Mayor French asked Ms. Pohl to report back to the Council with what ACMS's recommended oversight model would look like.

The Police Commissioner was asked to provide information regarding how many times a police officer was used to backfill a crossing guard spot during the 2012-2013 school year.

4. Appeal of denial of FOIL request by Timothy Chittenden

Corporation Counsel Wilson said that a FOIL request was submitted in connection with an accident which took place at the City Manager's residence. Twenty-two documents were provided. The response is being appealed on two grounds: (1) there are additional documents responsive that have not been provided; and (2) information was redacted from the documents provided. Ms. Wilson said that the information redacted included telephone numbers and social security numbers – information that is typically redacted. There were documents that were withheld that concerned prior convictions of the defendant/driver, which would be denied under the personal privacy exception of FOIL. There was a discussion that there was no reference in the response to the requestor that certain documents were being withheld and why; and why redactions were being made.

Councilman Sack made a motion, seconded by Councilwoman Brett, to adopt the following Resolution:

**RESOLVED**, that the appeal of the response to a FOIL request for “copies of all reports, cad dispatch reports, accident reports, incident reports, arrest reports, Vehicle and traffic summons issued, supplemental reports, drug screening reports, inventory reports and all other reports with regard to the 12/12/2010 accident at City Manager Pickup's house,” is denied in part and granted in part; that part which is granted is for: the reasons for the redactions made; certification that no other responsive documents have been located; and, to provide the exemption under which certain documents were withheld.

ROLL CALL:

AYES: Mayor French, Councilmembers Brett, Parker and Sack  
NAYS: None  
ABSENT: Councilmembers Filippi, Jovanovich and Killian

The Resolution was adopted by a 4-0 vote

5. Adjournment

There being no further business to discuss Councilwoman Brett made a motion, seconded by Councilwoman Parker and unanimously carried, to adjourn the meeting at 8:50 p.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk



# CITY COUNCIL AGENDA

NO. 5

DEPT.: City Council

DATE: July 10, 2013

CONTACT: Mayor Douglas French

**AGENDA ITEM:** Mayor's Management Report

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Manager provide a report on requested topics.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Mayor has requested an update from the City Manager on the following:

- Capital Projects Update
- Legal Update



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Manager's Office

DATE: July 10, 2013

CONTACT: Scott Pickup, City Manager

**ACTION:** Authorization of a date change for the regular City Council Meeting from August 7, 2013 to August 5, 2013.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

**RECOMMENDATION:** That the Mayor and City Council revise the date of the August City Council meeting.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The date designated for the regular City Council meeting to be held in August will be changed due to a request by Council members. The meeting will now be held on Monday, August 5, 2013.



# CITY COUNCIL AGENDA

NO. 7

DEPT.: City Manager

DATE: July 10, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Overview of the Rye City School District Construction Project and Impact on Traffic and Pedestrian Crossings.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Mayor and Council review the construction project and its impact on traffic in the community.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

Discussion on the Rye City District Construction Project including:

- Parking
- Traffic Control and changing Traffic patterns
- Notifications to Community

See attached documentation.



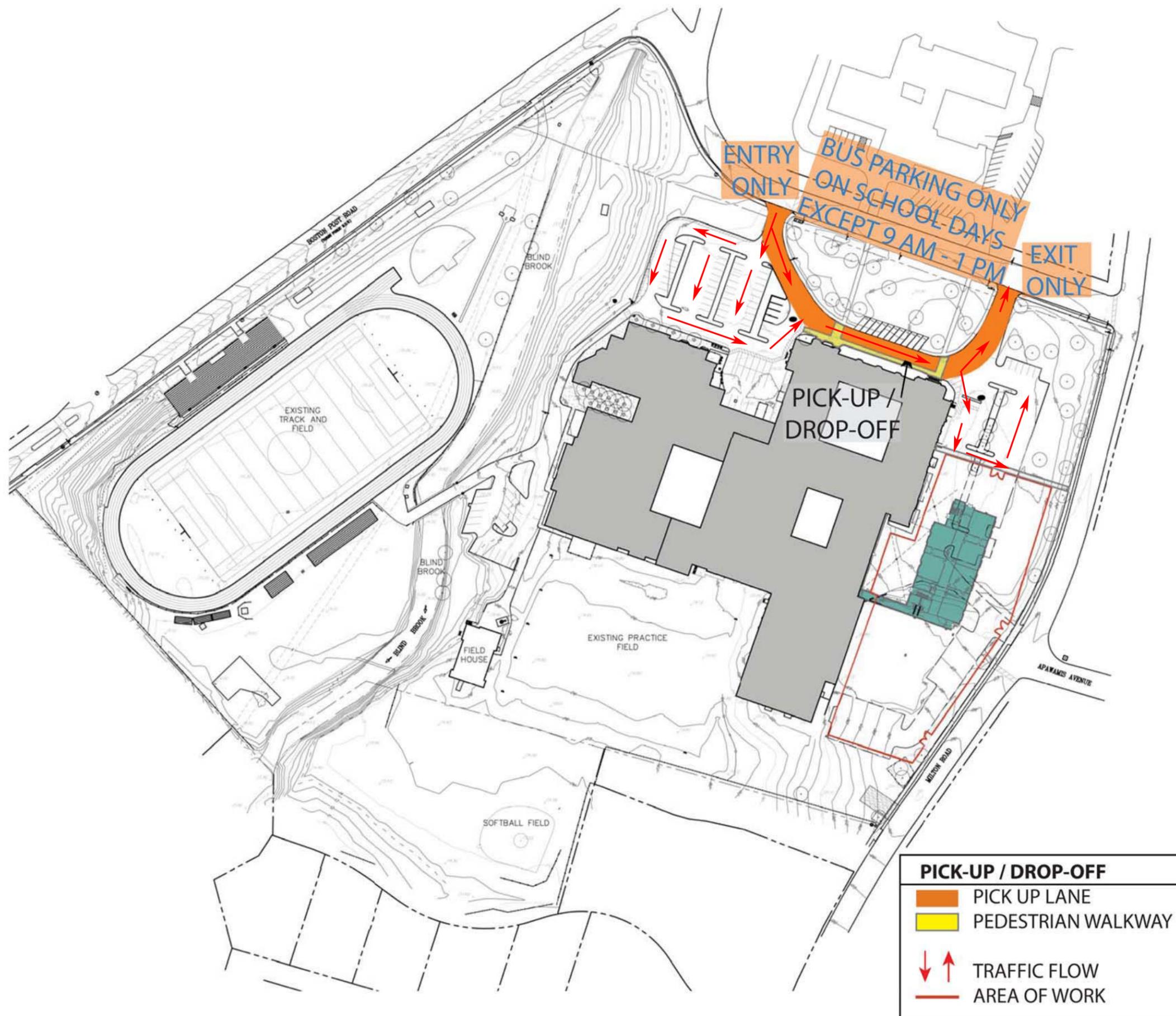
# RYE CITY SCHOOL DISTRICT

1 PARSONS STREET  
RYE HS / MS  
RYE, NY 10580

SED #  
66-18-00-01-0-005-028  
KSQ PROJECT #  
1216904.00



DATE: 5-29-13  
SCALE: N.T.S.  
SHEET NAME:  
PICK-UP / DROP-OFF





# RCSD SCIENCE ADDITION

1 Parsons Street  
Rye Middle / High School  
Rye, NY 10580

SED #66-18-00-01-0-005-028  
KSQ Project #1216904.00



KSQ ARCHITECTS, PC  
ARCHITECTURE PLANNING DESIGN  
White Plains, NY Tulsa, OK  
220 Main Street, Suite 410  
White Plains, NY 10603  
T: 914.662.3700  
F: 917.581.7013

Owner:  
Rye City School District  
411 Theodore Fremd Avenue  
Rye, NY 10580  
Tel: 914.967.8100

Construction Manager:  
Tribble Construction  
100 Quaker Road  
Suite 200  
Garden City, NY 11530  
Tel: 516.780.8100

Structural Engineer:  
Sage Engineering  
1211 Wilson Avenue  
Albany, NY 12203  
Tel: 518.453.8053 Fax: 518.453.6082

MEP Engineer:  
Laws Engineering, PC  
94 West Farrier Road  
Suite 201  
Albany, NY 12203  
Tel: 518.429.1200 Fax: 518.427.2210

Civil Engineer:  
Eberle and Eberle, PC  
27 Sedgem Road  
Briarcliff, NY 10510  
Tel: 914.582.0259

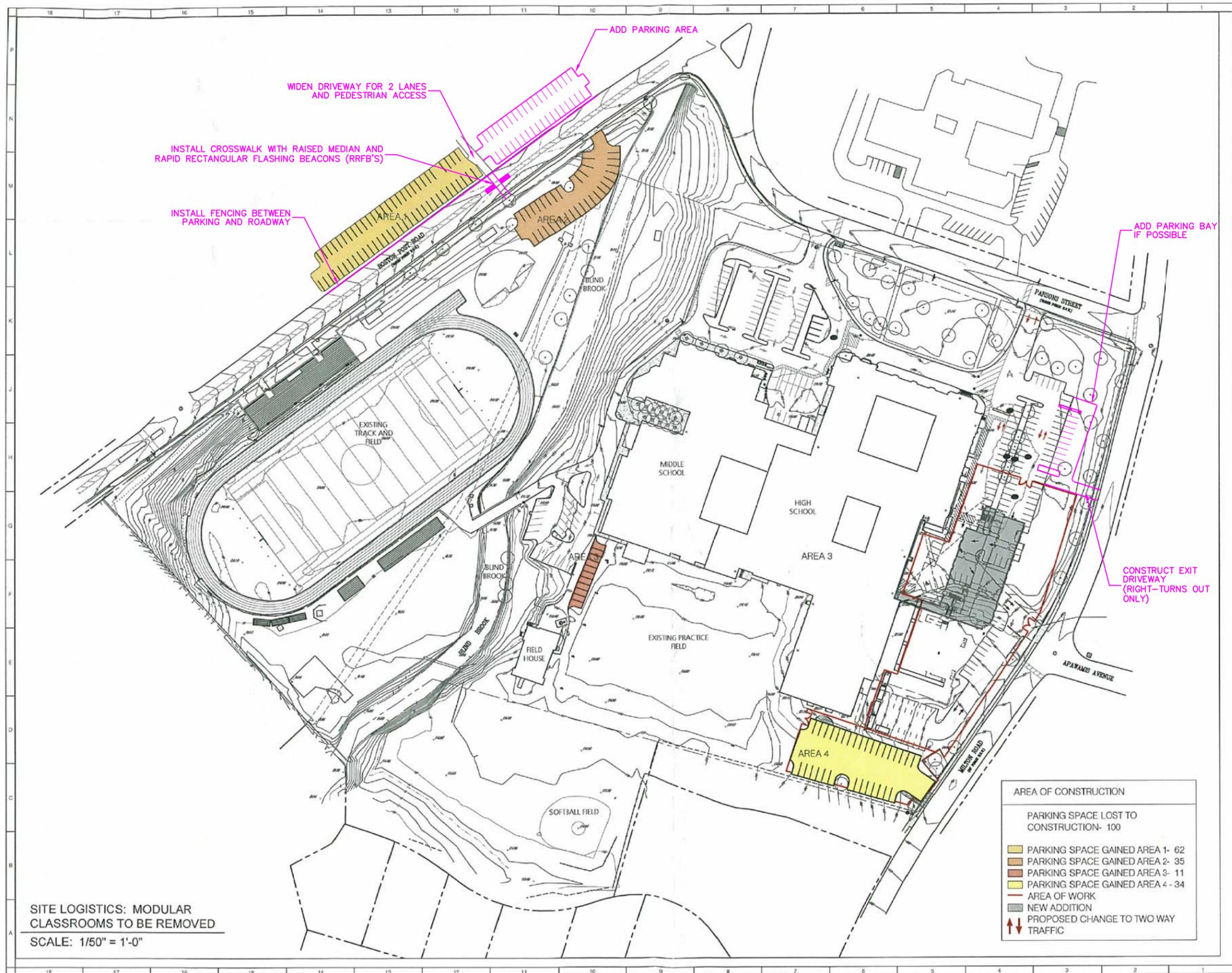


### REVISIONS

No.	Description	Date

ISSUED: CONSTRUCTION DOCUMENTS  
DATE: OCTOBER 18, 2012  
SCALE: 1"=30'-0"  
SHEET NAME: SITE LOGISTICS:  
SCHOOL YEAR

SHEET NUMBER:



SITE LOGISTICS: MODULAR  
CLASSROOMS TO BE REMOVED  
SCALE: 1/50" = 1'-0"



# CITY COUNCIL AGENDA

NO. 8

DEPT.: City Manager's Office

DATE: July 10, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Resolution to amend changes to local law amending Chapter 191, Vehicles and Traffic, of the Rye City Code by amending Section 191-13, Subsections A, to temporarily lift the ban on seasonal parking restrictions on Apawamis Avenue, to allow parking for the duration of the Rye City School District construction.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER 191

SECTION 13

**RECOMMENDATION:** That the City Council temporarily amend changes to the parking restrictions on Apawamis Avenue.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

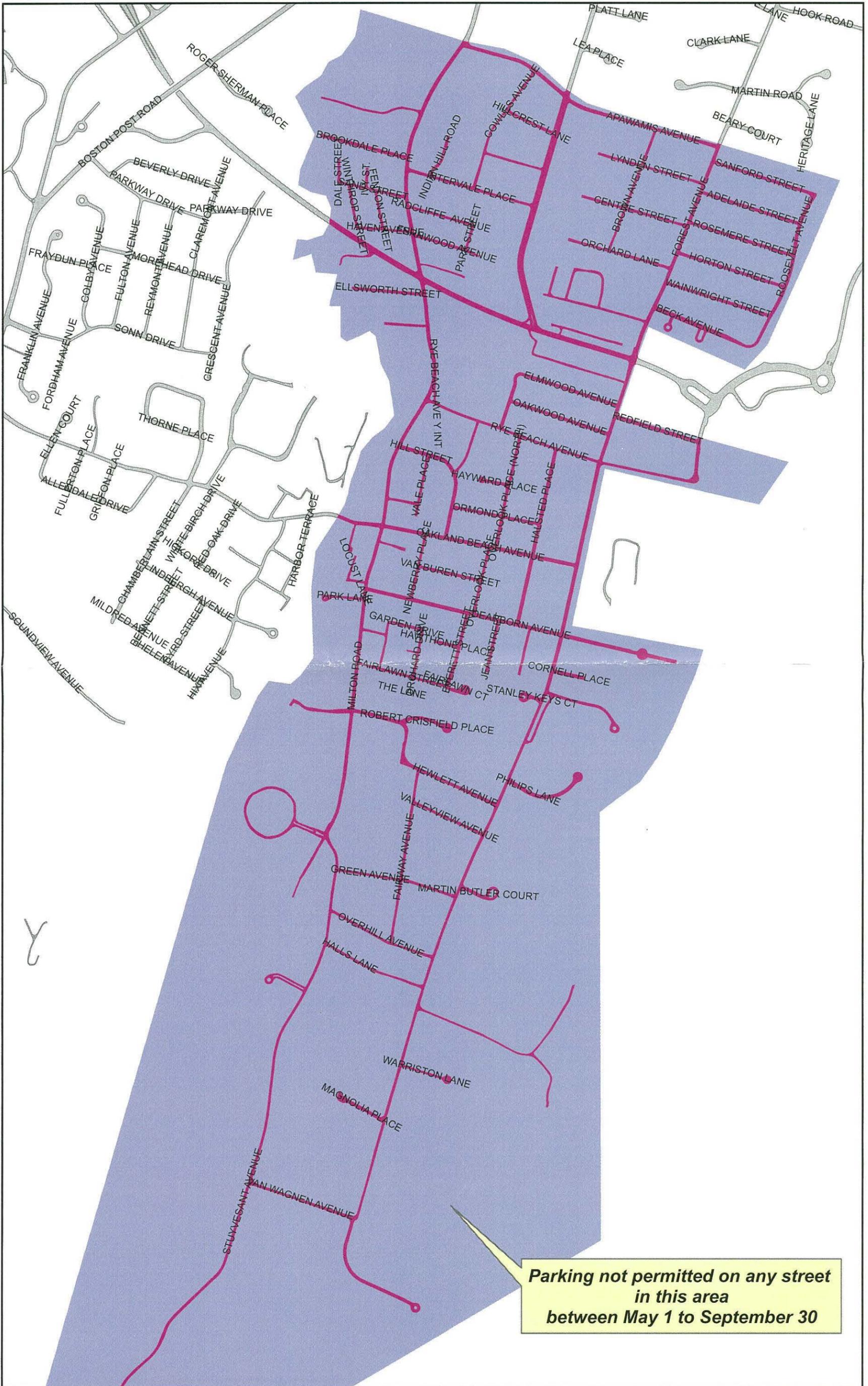
**BACKGROUND:** The City Code specifies seasonal parking restrictions from May 1 to September 30 of each year on certain streets including Apawamis Avenue. The School District has requested that the City temporarily lift the ban on seasonal parking on Apawamis Avenue for the duration of the construction project to allow for the parking of construction workers.

See attached.

## § 191-13. Seasonal parking restrictions.

- A. From May 1 to September 30 of each year, it shall be unlawful for any person to park a vehicle in any of the streets, except those within control of the Westchester County Park Commission, within the area bounded as follows: on the westerly side, by Blind Brook and Milton Harbor; on the southerly side, by Milton Point; the easterly side, by Long Island Sound; and on the northerly side, by the northerly side of Apawamis Avenue as extended by imaginary lines easterly from its point of intersection with Forest Avenue to Long Island Sound, and westerly from its point of intersection with Milton Road to Blind Brook.

# Seasonal Restricted Parking Area, City of Rye, NY





# CITY COUNCIL AGENDA

NO. 9

DEPT.: City Manager's Office

DATE: July 10, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Consideration to set a Public Hearing to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-21, "Parking, standing or stopping", to prohibit parking on the South side of Platt Lane on School Days during the hours of 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER	191
SECTION	21

**RECOMMENDATION:** That the City Council set a Public Hearing to approve the changes on Platt Lane as outlined by the Traffic and Pedestrian Safety Committee.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Residents of Platt Lane met with the Traffic and Pedestrian Safety Committee and requested restricted parking on Platt Lane during standard drop-off and pick-up times on school days to provide a safer environment for students of the Midland Elementary School. Currently, parking is allowed on both sides of Platt Lane, which limits drivers site visibility, causes children and parents to walk down the middle of the street, and makes it difficult for residents to enter and exit their street. Concerns have also been raised about the ability of emergency vehicles to get through the street. The Traffic and Pedestrian Safety Committee is making the recommendation to prohibit parking on the South side of Platt Lane on School Days during the hours of 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m. Nicole Regan, the Midland school representative, attended the Traffic and Pedestrian Safety Committee meeting and was made aware of the recommendation. These restrictions are currently in effect for Billington Court, another street located near Midland Elementary School

See attached.

## § 191-21. Parking, standing or stopping.

The parking, standing or stopping of vehicles is hereby prohibited in the following locations:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Billington Court [Added 8-16-1995]	North	
Central Avenue [Added 10-20-1982]	North	30 feet west from Boston Post Road
Central Avenue [Added 10-20-1982]	South	From Loewen Court to the Boston Post Road
Cornell Place [Amended 1-7-1976 by Ord. No. 3-1976]	Both	
Dearborn Avenue [Added 1-7-1976 by Ord. No. 3-1976]	Both	East of Forest Avenue, including the turnaround at the easterly end thereof*
Forest Avenue [Added 12-2-1981]	East	From Redfield Street to Playland Parkway
Franklin Avenue [Added 11-19-2008]	North- east	From a point approximately 30 feet north of Sonn Drive
Hewlett Avenue [Added 2-28-2001]	East	Between the crosswalks extending from Robert Crisfield Place to the fire lane driveway exit, when school is in session, from 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 3:30 p.m.
Kirby Lane [Added 5-2-1990]	Both	From its western most inter-section with Mill Pond to Van Rensselaer Road, from 8:00 p.m. to 6:00 a.m.
Locust Avenue	Both	From Purchase Street to the east end of Mead Place
Locust Avenue [Added 12-2-1981]	South	From main firehouse to Purchase Street
Midland Avenue [Added 12-2-1981]	Front of No. 382	
Midland Avenue [Added 8-16-1995;		

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
<b>repealed 9-20-1995]</b>		
Midland Avenue [Added 9-20-1995; repealed 3-19-1997]		
Midland Avenue [Added 9-20-1995]	West	From Apawamis Avenue to Goldwin Street from 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 3:30 p.m., Monday through Friday
Milton Road [Added 12-2-1981]	West	From Fairlawn Street to driveway of marina
Platt Lane	South	On School Days from 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m.
Purchase Street [Added 12-2-1981]	West	From Elizabeth Street to driveway of 231 Purchase Street
Purdy Avenue [Added 12-2-1981]	Both	Purchase Street to First Street
Purdy Avenue [Added 12-2-1981]	South	From School Street to Post Road

NOTE:

\*Except that the parking, standing or stopping of vehicles on the northerly side of the turnaround for discharging or loading of passengers only is permitted.



# CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager

DATE: July 10, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Authorization for the City Manager to enter into an Agreement with All City Management Services (ACMS) for the outsourcing of school crossing guard services.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Mayor and Council authorize the City Manager to enter into the agreement.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** A proposal has been put forward to outsource the school crossing guard services to All City Management Services (ACMS) who would assume all responsibility for crossing guard services, including recruitment, training, background checks, equipment, supervision, and management. ACMS carries its own liability insurance coverage; their rates represent the crossing guards' salaries plus all operating costs.

See attached documentation.



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## About Us

All City Management Services (ACMS), founded in 1985, maintains its Corporate Headquarters in California. Since our inception we have limited the scope and focus of the company to School Crossing Guards. It is our commitment to limiting our operations to School Crossing Guards that has helped us emerge as "The" Crossing Guard Company.

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The core of our business was built on assuming responsibility for the task and challenges of successfully privatizing and managing School Crossing Guard Programs. Having successfully privatized over 130 Crossing Guard programs, chief among our immediate goals in this process is to engineer a seamless transition from public to private management. The continuity of the Crossing Guards' employment is a key component of this seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we privatize. Much of our success with individual programs is a result of the experience and knowledge Crossing Guards bring to our management.

In our typical contractual arrangement we relieve clients of the responsibilities and concerns of managing a Crossing Guard program which include personnel recruitment, background clearance, training, payroll functions, administrative support, providing substitutes, supervision, investigating complaints, problem resolution, communicating with schools and site safety inspections.



Through our decentralized mode of operations we have learned to effectively manage programs under a variety of circumstances and demographics. Your location or the size of your program matter not, as we essentially transport our management, training and experience to your Crossing Guard program. Each Crossing Guard program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies and procedures to benefit Crossing Guards in other cities, towns and communities we service nationwide.

ACMS maintains a comprehensive General Liability Insurance and Worker's Compensation Insurance to cover our clients and employees. While risk is an evasive concept, we bring to each program 25 years of risk assessment. We have developed safety and training standards that have helped us to significantly reduce the risk and incidence of accidents involving our Crossing Guards, pedestrians and ultimately the agencies we service.





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## Summary of Benefits

- Professionally Managed Program
- Relieving Staff Personnel of Crossing Guard Duties
- On-going Crossing Guard Training
- Liability Risk Reduction
- Elimination of Site Vacancies
- Professional Liaison with Parents and School Districts
- Coordination of School Schedules with Guard Personnel
- Comprehensive General Liability Insurance Coverage
- Professional Training and Certification
- Safety Assemblies at Schools
- Local Supervision and Response to Problems
- Individual Acknowledgment through Crossing Guard Awards Program
- Safety Checks at each Intersection
- Crossing Guard Background Checks
- Worker's Compensation Insurance Coverage
- Program Problem Resolution

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Our clients include:



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## Frequently Asked Questions

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**Will our current Crossing Guards keep their jobs?**

Yes, our goal is to maintain the jobs and site assignments for all current Crossing Guards.

**How long does it take to transfer over the Crossing Guard program?**

Once all contractual agreements are completed, we conduct a 3-4 hour orientation and processing meeting. At the conclusion of this meeting the transfer is complete.

**Do you bring in Guards from other areas?**

No we typically recruit and hire from the local community.

**Why do you need to know the wages of the current Crossing Guards?**

To maintain their wages and incorporate them into our pricing.

**Will you call on the city to staff positions if you cannot?**

No, we will bring all available resources to handle staffing challenges and are contractually bound to staff them.

**What role does the city play once we privatize the program?**

Minimal, we handle all aspects of the program but some agencies may want to maintain a role in the program.

**How are problems and complaints handled?**

We investigate and log all complaints and their resolution.

**What kind of Insurance do we have?**

Worker's Compensation Insurance and General Liability Insurance.

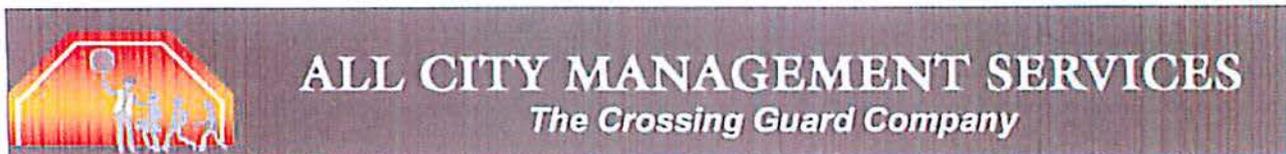
**What happens if a Crossing Guard is injured?**

They are treated by any local medical facility and an Incident Report is completed and forwarded to our client.

**What is the term of the initial contract?**

Typically from a 1 year up to a 5 year term, depending on our clients' preference.





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## Resources for our Clients

One of the primary goals of our website is to provide all ACMS Clients with online and immediate access to information and all the documents related to our service agreement. The documents clients can view and print include:

- General Liability Insurance Certificates
- Worker's Compensation Insurance Certificates
- Current Contract for Services
- Client Worksheets (details the hours and annual program cost)
- Matrix of site locations (details the locations served)

To login and access this information you must first obtain a user name and password. [Click here](#) to complete a request for your login information. Clients may also request login credentials by calling the Corporate Office at (800.540.9290) or emailing [info@thecrossingguardcompany.com](mailto:info@thecrossingguardcompany.com).

We also encourage our clients to use the Compliments and Concerns tab to communicate concerns, questions, provide feedback or comments about the Crossing Guard program or the Crossing Guards.

## Announcements

No announcements are currently posted.





# CITY COUNCIL AGENDA

NO. 11

DEPT.: Police

DATE: July 10, 2013

CONTACT: William R. Connors, Police Commissioner

**AGENDA ITEM:** Consideration of proposed revision of the Rules and Regulations of the City of Rye Police Department: General Order #120.09 "Workplace Violence Protection".

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** Approval of a new General Order #120.09, "Workplace Violence Protection."

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:  
Enhancement of the operational effectiveness of the Department.

**BACKGROUND:** The proposed new General Order #120.09 establishes a Department policy on workplace violence and sets forth procedures to be followed when such violence has occurred. It implements the City's newly published "Workplace Violence Prevention Program and Procedures Manual. The proposed General Order establishes guidelines for incidents, complaints, and/or reports of violence, threats of violence, harassment, intimidation, and other disruptive behavior.

Violence in the workplace is a leading cause of fatal and non-fatal occupational injury throughout the U.S. that may affect an organization at any time. The purpose of this program is to address the issue of potential workplace violence, prevent workplace violence from occurring to the fullest extent possible, and set forth procedures to be followed when such violence has occurred. The City of Rye published the *Workplace Violence Prevention Program and Procedures Manual* to provide guidelines to supervisors and employees about preventing and responding to incidents of workplace violence or threats of violence and the New York State Public Employer Workplace Violence Prevention Law.

A copy of the proposed order is attached. It has been provided to the Rye Police Association for review pursuant to the provisions of the collective bargaining agreement.

**CITY OF RYE POLICE DEPARTMENT**

General Order #120.9	New [ <input checked="" type="checkbox"/> ]	Revised [ <input type="checkbox"/> ]
Supersedes:		
Subject: Workplace Violence Prevention		
Date Issued	Date Effective	Page 1 of 2
Issuing Authority: William R. Connors, Police Commissioner		

**Purpose:** The City of Rye will not tolerate violence in the workplace. All incidents, complaints, and/or reports of violence, threats of violence, harassment, intimidation, and other disruptive behavior will be taken seriously because the City of Rye is committed to providing its employees with a reasonably safe and secure work environment.

**Background:** Violence in the workplace is a leading cause of fatal and non-fatal occupational injury throughout the U.S. that may affect an organization at any time. The purpose of this program is to address the issue of potential workplace violence, prevent workplace violence from occurring to the fullest extent possible, and set forth procedures to be followed when such violence has occurred.

**Policy:** The City of Rye has published the “Workplace Violence Prevention Program and Procedures Manual,” which is appended to this General Order as “Appendix A,” to provide guidelines to supervisors and employees about preventing and responding to incidents of workplace violence or threats of violence and the New York State Public Employer Workplace Violence Prevention Law.

**Procedure:** All members of the Department will be familiar with the City of Rye “Workplace Violence Prevention Program and Procedures Manual.”

1. Members of the Department who become aware of incidents of workplace violence or the potential for violence will comply with the procedures contained therein.
2. City employees or Department Heads who become aware of workplace violence or the potential for violence involving departments other than the Police Department will notify the Police Department. Members will respond to such incidents in accordance with relevant patrol and/or investigative procedures. The Tour Supervisor will be notified and oversee the response and/or investigation.
3. Incidents of serious misconduct or criminal activity involving City employees of other Departments will be referred to the Police Department for investigation. Incidents that have occurred or are ongoing will be handled in accordance with relevant department procedures. When appropriate in the case of an allegation of

**criminal activity or serious misconduct that requires further investigation, the reporting officer will notify the Tour Supervisor, who will record the incident as a confidential investigation, ensure that an Incident Report is prepared, and promptly notify the Patrol Division Commander and the Detective Division Commander. The case will be investigated in accordance with General Order #113.3, "Criminal Investigation Functions," and/or other relevant department procedures.**



# *Workplace Violence Prevention Program and Procedures Manual*

*April 2013*

# Overview

## Workplace Violence Prevention Manual

### *Introduction*

Workplace violence presents a serious occupational safety hazard for workers. On June 7, 2006, New York State enacted legislation that requires public employers (other than schools covered under the school safety plan requirements of the education law) to perform a risk evaluation of its workplaces and develop and implement programs to prevent and minimize workplace assaults and homicides. In 2009, the State expounded upon the requirements of the program, as outlined in Section 800.6 of Title 12 of the New York Code, Rules and Regulations.

### *Purpose*

The purpose of this *Workplace Violence Prevention Program and Procedures Manual* is to provide information to managers, supervisors, and employees about preventing and responding to incidents of workplace violence or threats of violence and the "New York State Public Employer Workplace Violence Prevention Law."

The goals of the program and manual are:

1. To reduce the probability of threats or acts of violence in the workplace, and
2. To ensure that any incident, complaint, or report of violence is taken seriously and dealt with appropriately.

This manual outlines the major components of the effort to meet these goals: program, procedures, workplace security risk evaluation, prevention, training, and other support services.

### *Access to this manual*

The *Workplace Violence Prevention Program and Procedures Manual* can be downloaded from the City of Rye Intranet.

# City of Rye

## Workplace Violence Prevention Program

The City of Rye will not tolerate violence in the workplace. All incidents, complaints, and/or reports of violence, threats of violence, harassment, intimidation, and other disruptive behavior will be taken seriously because the City of Rye is committed to providing its employees with a reasonably safe and secure work environment.

### **Purpose of Program**

Violence in the workplace is a leading cause of fatal and non-fatal occupational injury throughout the U.S. that may affect an organization at any time. The purpose of this program is to address the issue of potential workplace violence, prevent workplace violence from occurring to the fullest extent possible, and set forth procedures to be followed when such violence has occurred.

### **Statement of Program**

Violence, threats of violence, harassment, intimidation, and other disruptive behavior in the workplace will not be tolerated by the City of Rye. Examples of disruptive behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of harm. Such behavior will be taken seriously and will be dealt with appropriately.

### **Scope of Program**

All City of Rye employees are required to comply with this Program. In addition, since visitors of City-owned property and facilities are required to conduct themselves in a non-violent manner in conformity with existing law, employees who observe or experience visitors of City-owned property engaging in violent behavior should follow the procedures in this manual for reporting such behavior .

## **Application of Program**

Violence and other disruptive behavior by or against any employee of the City of Rye or member of the public in a City-designated workplace are unacceptable. A City-designated workplace includes offices, work sites, vehicles, field locations, and any other location where City business is conducted. Individuals who commit such acts may be removed from the premises and may be subject to appropriate disciplinary action, including, where legally appropriate, termination of employment and/or criminal penalties.

## **Training**

All Department Heads shall ensure that employees of their particular Department are informed of the requirements of the law, the risk factors in their workplace, and the location of the written workplace violence prevention program. Training is also required for employees on the measures employees can take to protect themselves from risks and the details of the written workplace violence prevention program. Employee workplace violence training is to be provided at the time of job assignment and annually thereafter.

In addition to the training required by law, the Police Department shall provide additional training on a per request basis to City departments and offices to address the potential for violence in the workplace.

## **Reporting of Violence**

At the core of this Workplace Violence Prevention Program is the City of Rye's commitment to work with its employees to maintain a work environment free from violence and other disruptive behavior to the greatest degree possible. Each department shall assign a primary and alternate Designated Workplace Violence Contact for every worksite. The attached notice (Appendix A) with the contacts' names shall be completed and posted at each worksite. A key part of the program is the prompt reporting of any incident of violence. As such, the following guidelines shall be followed:

- Any City employee, upon becoming aware of an instance of physical assault, threatening behavior or verbal abuse occurring in the work setting, must

immediately report the facts and circumstances of said incident to their Designated Workplace Violence Contact or supervisor. In the event that employees observe or experience violent behavior from City employees or visitors of City-owned property in which there is an immediate threat to their safety or the safety of others or where an injury has occurred, the employee should immediately obtain police and medical assistance and in addition notify their Designated Workplace Violence Contact or supervisor.

- The Designated Workplace Violence Contact will immediately conduct a preliminary inquiry into the facts and circumstances of the incident and make a prompt report to the Department Head (or designee), using the City's Workplace Violence Incident Report Form (Appendix B).
- The Department Head (or designee) will determine if there is:
  - a) an immediate threat of violence. If so, the Department Head will ensure that the Police Department and emergency medical personnel have been notified and thereafter follow the procedures outlined in subparagraph (b) or (c) below.
  - b) serious misconduct or criminal behavior by City employee. If so, the Department Head shall immediately notify the Police Department at (914) 967-1234 and take no further action.
  - c) no immediate threat of violence and no serious misconduct or criminal behavior by a City employee. In that event, the Department Head will:
    - continue the investigation;
    - resolve/mediate matter;
    - initiate disciplinary action, if appropriate;
    - and make referrals to the EAP and/or Department of Human Resources, as appropriate.
  - d) a privacy concern case, where the injury or illness is:
    - to an intimate body part or reproductive system;
    - arising from sexual assault;
    - mental illness;
    - HIV infection;
    - needle stick injuries and cuts from sharp objects that may be contaminated;
    - any other illness or injury the employee requests to be treated as a privacy concern case.

If a case is a privacy concern case, the employee's name and identifying information will be removed before the City shares information about the incident with any party other than the Commissioner of the New York State Department of Labor.

**NOTE: In all instances, a written summary report of the incident and all actions taken will be prepared and submitted within three business days to the City Manager. The report will contain, at a minimum, the location, time of day and/or shift, description of the incident, including events preceding the incident and the resolution of the incident, names and job titles of the employees involved, names of any other persons involved, extent of injuries and any witness information, and shall be in the form of a designated "Incident Report Form".**

Employees shall not be discriminated or retaliated against for bringing forth a safety and health concern, for filing a complaint or for participating in or causing any proceeding or inspection relating to this program. Furthermore, retaliation against an employee who makes a good faith report of violence or other disruptive behavior is strictly prohibited and shall be subject to appropriate corrective or disciplinary measures. An employee who, in bad faith makes a false report, is also subject to disciplinary action.

# New York State Workplace Violence Prevention Law

## *Introduction*

The “New York State Public Employer Workplace Violence Prevention Law” was enacted on June 7, 2006 to ensure that public employers evaluate their workplaces and develop and implement effective response and prevention strategies to prevent and minimize workplace violence.

## *Requirements of the law*

Employers must evaluate their workplace or workplaces for factors or situations that may increase the risk of occupational violence. Examples of such factors include working in public settings, working alone or in small numbers, and working late night or early morning hours. The next section of this manual, “Workplace Risk Evaluation,” identifies the general risk factors for various City worksites.

In addition, employers with at least 20 full time permanent employees must develop and implement a written workplace violence prevention program. The written program must identify the risk factors identified in the workplace risk evaluation and the methods the employer will use to prevent incidents of violence in the workplace.

Finally, the law requires employers to inform employees of the requirements of the law, the risk factors in their workplace, and the location of the written workplace violence prevention program. Training is also required for employees on the measures employees can take to protect themselves from risks and the details of the written workplace violence prevention program. Employee workplace violence training must be provided at the time of job assignment and annually thereafter. All Department Heads shall ensure that this required training is provided in accordance with the law.

## *Application of the law*

“Any employee or representative of employees who believes that a serious violation of a workplace violence protection program exists or that an imminent danger exists shall bring such matter to the attention of a supervisor in the form of a written notice and shall afford the employer a

reasonable opportunity to correct such activity, policy, or practice. This referral shall not apply where imminent danger or threat exists to the safety of a specific employee or to the general health of a specific patient and the employee reasonably believes in good faith that reporting to a supervisor would not result in corrective action.” (NYS Labor Law Section 27-b(6)(a))

“If following a referral of such matter to the employee's supervisor's attention and after a reasonable opportunity to correct such activity, policy or practice the matter has not been resolved and the employee or representative of employees still believes that a violation of a workplace violence prevention program remains, or that an imminent danger exists, such employee or representative of employees may request an inspection by giving notice to the commissioner [of labor of the state of New York] of such violation or danger. Such notice and request shall be in writing, shall set forth with reasonable particularity the grounds for the notice, shall be signed by such employee or representative of employees, and a copy shall be provided by the commissioner to the employer or the person in charge no later than the time of inspection, except that on the request of the person giving such notice, such person's name and the names of individual employees or representatives of employees shall be withheld. Such inspection shall be made forthwith.” (NYS Labor Law Section 27-b(6)(b))

### ***Further information***

See Appendix C for the full text of the “NYS Public Employer Workplace Violence Prevention Law”, NYS Labor Law Section 27-b. See also Appendix D for the full text of the New York State Workplace Violence Prevention Regulations, Section 800.6 of Title 12 of the New York Code, Rules and Regulations.

# Workplace Risk Evaluation

## *Introduction*

Certain factors or situations may place employees at a greater risk of workplace violence. This workplace risk evaluation is based on evaluation of City-owned facilities and reviews of incident reports for violence-related injuries. The City Manager and/or his or her designee reviews such material to identify trends and issues that require additional attention.

## *Risk evaluation*

Workplace violence can occur in any workplace setting. However, some settings or factors may pose a greater degree of workplace violence risk. Employment situations or factors that may pose higher risks for City employees include, but are not limited to:

- Working in public settings
- Working late night or early morning hours
- Exchanging money with the public
- Working alone or in small numbers
- Working in a setting with uncontrolled access to the workplace
- Working in a setting where previous security problems have occurred
- Having a mobile workplace assignment
- Working with a population which might expose one to potentially violent persons (e.g. in health care, social service, or criminal justice settings)
- Having duties that include the delivery of passengers, goods, or services

# Prevention

## *Introduction*

Prevention is the responsibility of every employee. This section focuses on some measures to reduce the risk of violent behavior. Supervisors and managers, as well as employees, should be familiar with and knowledgeable of the issues below before violence occurs.

## *Definitions and prevalence of violence*

The New York State Department of Labor defines workplace violence as any physical assault or acts of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment. Workplace violence includes violence, threats of violence, harassment, intimidation, and other disruptive behavior.

Two million American workers are victims of workplace violence annually.<sup>1</sup> Homicide is currently the fourth-leading cause of fatal occupational injuries in the United States. According to the Bureau of Labor Statistics Census of Fatal Occupational Injuries, of the 4,547 fatal workplace injuries that occurred in the United States in 2010, 506 were workplace homicides.<sup>2</sup>

In reviewing this data, it appears clear that violence is a potential problem in the workplace, and one that requires a multifaceted approach by the employer, employees, and employee assistance programs or other agencies providing support to mitigate the occurrences and effects of violence in the workplace.

## *Early warning signs of potential violence*

Past behavior has generally been the best predictor of future behavior. There is no specific “profile” of a potentially dangerous individual. Acts of violence may also occur in the workplace due to issues of domestic violence. Sometimes victims and witnesses recount acts of violence that occurred

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<sup>1</sup> Occupational Safety and Health Administration (2002) “OSHA Fact Sheet: Workplace Violence.”

<sup>2</sup> Bureau of Labor Statistics. (2010) “Census of Fatal Occupational Injuries” and “Survey of Workplace Violence Prevention.”

without warning. However, certain patterns of behavior and events frequently precede episodes of violence.

A list of indicators of increased risk of violent behavior may include:

- Direct or veiled threats of harm
- Intimidation, belligerence, bullying or other inappropriate behavior directed at others
- Numerous conflicts with supervisors and employees; verbal comments indicating expressions of hostility directed at coworkers, supervisors, or others
- Bringing an unauthorized weapon to work, brandishing a weapon in the workplace, making inappropriate reference to guns or fascination with weapons
- Fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides
- Statements indicating an increased tone of desperation from the person, feeling that normal interventions to solve the problem will not work, feeling hopeless about a situation at work, with family, financial, and other personal problems
- Signs of abuse of drugs/alcohol on or off the job
- Extreme or uncharacteristic changes in behavior or displays of emotion
- Employees with on-going domestic difficulties
- Employees with a temporary order of protection against any respondent

These behaviors should be reported to an employee's supervisor, manager, departmental personnel staff, Workplace Violence Designated Contact Person, or Department Head. The City Manager is available to assist supervisors and managers in dealing with such behavior. Some behaviors may require immediate Police Department or security intervention, others may require disciplinary action, and others may indicate an immediate need for an Employee Assistance Program (EAP) referral.

Sometimes, small behavior problems, which can precede the above behaviors, are dismissed or ignored, allowing problems to fester. In the employee's mind, the situation can become more intense. Early involvement by the EAP may be the appropriate intervention. It is important to remember the

employee must be treated with dignity, mutual respect and fairness in this process. Some of these types of behavior are listed below.

- Withdrawal from friends, coworkers, and/or one's social circle
- Reduced productivity
- Unexplained absence from work area or marked increase in tardiness and/or absenteeism
- Noticeable deterioration of personal hygiene and appearance

### *Common issues that may trigger workplace violence*

Listed below are two categories of common issues that may trigger workplace violence.

#### 1. Employee issues

- Negative performance review
- Unwelcome change in role due to performance or reorganization issue
- Criticism of performance
- Conflict with coworker or supervisor
- Personal stress outside the workplace
- Increased workload or pressure, e.g. deadlines, projects, etc.

#### 2. Workplace issues (any of the following may be an employee's perception of issues)

- No clearly defined rules of conduct
- Lack of training
- Inadequate hiring practices/screening of potential employees
- Insufficient supervision
- Lack of discipline or inconsistent discipline in workplace
- Lack of or inadequate employee support systems
- Failure to address incidents as they occur
- Overly authoritarian management style

Taking this into account, there are three key elements that may help to prevent a violent situation from occurring:

1. Recognizing the early warning signs (such as a change in a person's behavior preceding an episode of violence)
2. Recognizing issues or events that may trigger violence

3. Early intervention to prevent a violent incident from occurring

***Please note***

It is important to be careful when drawing assumptions or relying solely on any of the above behaviors as indicators of violence.

***Violence prevention policies, procedures, and programs***

The City of Rye has a number of workplace violence prevention policies, procedures, and programs in place. Among these are:

- **Workplace Violence Prevention Program**
- **Anti-Harassment and Discrimination Policy**
- **Employee Assistance Program (EAP)**
- **Training.** The Employee Assistance Program refers and/or offers training in a variety of areas such as stress management, conflict in the workplace, dealing with difficult customers/clients, grief and loss, and collaboration in the workplace. In order to facilitate employee referrals to EAP, new managers and supervisors are trained to identify signs and symptoms of poor performance, know when and how to refer employees to EAP, and maintain confidentiality.
- **Drug-free Workplace Policy**
- **Police Department.** Investigates instances of serious employee misconduct or criminal conduct.

Note: Information from the *Violence in the Workplace Policy and Procedures Manual for Human Resources Professionals* (State of Connecticut, 2006) was used extensively throughout the "Early warning signs of potential violence" and the "Common issues that may trigger workplace violence" portions of the "Prevention" section of this document.

# Response Procedures

## ***Introduction***

The following procedures are recommended to be followed whenever an employee files a complaint alleging a violation of the *City of Rye Workplace Violence Prevention Program* has occurred or when a violent incident occurs.

## ***Emergency and non-emergency (threatening) situations***

A “threatening situation” is a situation where one person, through intimidating words or gestures has induced fear and apprehension of physical or other harm in another person but there is no immediate danger of such harm being inflicted. The steps listed under the “Non-Emergency (threatening) Response Procedure” are recommended to be followed whenever a threatening situation occurs.

A situation is an “emergency” if an injury has occurred or there is an immediate threat of physical harm. Individuals should always consider their personal safety first in all emergency situations. If possible, the “Emergency Response Procedure” should be followed whenever an emergency occurs.

## *Response Procedures*

<p><b>Non-Emergency (threatening) Response Procedure</b></p> <p><i>A threatening situation is defined as a situation where:</i></p> <p>One person, through intimidating words or gestures has induced fear and apprehension of physical or other harm in another person but there is no immediate danger of such harm being inflicted.</p>	<p><b>Emergency Response Procedure</b></p> <p><i>A situation is an emergency if:</i></p> <p>1)an injury has occurred OR 2)there is an immediate threat of physical harm.</p> <p><i>You should consider your personal safety first in all emergency situations. If possible, you should use the following response procedure.</i></p>
<p><b>Step 1</b></p> <p>Employee immediately notifies Workplace Violence Designated Contact Person or supervisor.</p>	<p><b>Step 1</b></p> <p>First person on the scene quickly assesses the situation and risk.</p>
<p><b>Step 2</b></p> <p>Workplace Violence Designated Contact Person conducts preliminary inquiry and makes prompt report to Department.</p>	<p><b>Step 2</b></p> <p>First person on the scene calls for security/medical assistance and ensures needs of injured are met. Employee must also immediately notify Workplace Violence Designated Contact Person or supervisor of the situation.</p>
<p><b>Step 3</b></p> <p>If there has been serious misconduct or criminal behavior by a City employee, the Department Head will contact the City Manager and take no further action.</p>	<p><b>Step 3</b></p> <p>Workplace Violence Designated Contact Person will immediately assess whether there is an emergency situation and make prompt report to Department.</p>
<p><b>OR Step 3-a</b></p> <p>If there is no immediate threat of violence and no serious misconduct or criminal behavior by a City employee, the Department Head will continue investigation, resolve/mediate matter, initiate disciplinary action, if appropriate and make referrals to EAP and/or HR, as appropriate.</p>	<p><b>Step 4</b></p> <p>The Department Head, in an emergency situation where there is an immediate threat of violence, will ensure that local police and medical personnel have been notified.</p>

*(Continued on next page)*

<p style="text-align: center;"><b>Step 4</b></p> <p>Department Head ensures that an Incident Report Form is prepared and submitted within three business days to the City Manager.</p>	<p style="text-align: center;"><b>Step 5</b></p> <p>Proceed with Non-Emergency Response Procedures, Steps 3-5.</p>
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<p style="text-align: center;"><b>Step 5</b></p> <p>If an emergency situation develops, follow steps for emergency response procedure.</p>
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**APPENDIX A**

**NOTICE TO EMPLOYEE**

**CITY OF RYE  
WORKPLACE VIOLENCE PREVENTION POLICY &  
INCIDENT REPORTING**

The City of Rye is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our department, staff and all persons who use our services. Threats, threatening behavior, or acts of violence against employees, visitors, guests or other individuals by anyone on City property will be thoroughly investigated and appropriate action will be taken, including summoning public safety personnel when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as constituents; for following all policies, procedures and program requirements; and for assisting in maintaining a safe and secure work environment.

This policy meets the requirements of New York State Labor Law Section 27-b. The goal of this policy is to promote the safety and well being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. This department has identified the persons listed below as the Designated Contact Persons for Workplace Violence reporting. You may also contact your department head and/or department personnel staff. If appropriate, the City will provide counseling services or referrals for employees.

All department personnel are responsible for notifying a contact person listed below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

**PRIMARY CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Location: \_\_\_\_\_

**ALTERNATE CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Location: \_\_\_\_\_

**APPENDIX B**

**INCIDENT REPORT FORM**

**City of Rye Workplace Violence Policy  
Incident Report Form**

**Instructions: This form is to be completed by a Designated Contact Person, assigned by the department to document incidents of workplace violence or violations of the City of Rye Workplace Violence policy. *Additional documents and comments may be attached.***

**Today's Date:** \_\_\_\_\_ **Reporting Department:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**Date of Incident:** \_\_\_\_\_ **Time of Incident:** \_\_\_\_\_

**Address/Location of Incident:** \_\_\_\_\_

**Brief Description of Incident (circumstances):** \_\_\_\_\_

\_\_\_\_\_  
**Brief Description of Injuries; Property Damage:** \_\_\_\_\_

\_\_\_\_\_  
**Names of Employees Involved:** \_\_\_\_\_

\_\_\_\_\_  
**Names or Description of Others Involved:** \_\_\_\_\_

\_\_\_\_\_  
**Names or Description of Witness(es):** \_\_\_\_\_

**Preventative actions department has taken to maintain safety & security of worksite as result of the incident to prevent further like occurrences. Please include any referrals or contacts made, including EAP and/or EEO/AA Office:**

\_\_\_\_\_  
**Report made by (print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Certification (by reporting employee):**

**I hereby certify that I have read and reviewed the Incident Report Form, and any attachments thereto, and that the statements contained therein are a true statement of the facts as is involved in this matter.**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Submit this report and any attachments within three (3) business days to the City Manager. Keep a copy of this report in your department files.**

**Appendix C:**  
**“New York State Public Employer  
Workplace Violence Prevention Law”**

**Labor Law Article 2**

\* § 27-b. Duty of public employers to develop and implement programs to prevent workplace violence. 1. Purpose. The purpose of this section is to ensure that the risk of workplace assaults and homicides is evaluated by affected public employers and their employees and that such employers design and implement workplace violence protection programs to prevent and minimize the hazard of workplace violence to public employees.

2. Definitions. For the purposes of this section:

a. "Employer" means: (1) the state; (2) a political subdivision of the state, provided, however that this subdivision shall not mean any employer as defined in section twenty-eight hundred one-a of the education law; and (3) a public authority, a public benefit corporation, or any other governmental agency or instrumentality thereof.

b. "Employee" means a public employee working for an employer.

c. "Workplace" means any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of his or her employment by an employer.

d. "Supervisor" means any person within an employer's organization who has the authority to direct and control the work performance of an employee, or who has the authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.

e. "Retaliatory action" means the discharge, suspension, demotion, penalization, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

3. Risk evaluation and determination. Every employer shall evaluate its workplace or workplaces to determine the presence of factors or situations in such workplace or workplaces that might place employees at risk of occupational assaults and homicides. Examples of such factors shall include, but not limited to:

a. working in public settings (e.g., social services or other governmental workers, police officers, firefighters, teachers, public transportation drivers, health care workers, and service workers);

b. working late night or early morning hours;

c. exchanging money with the public;

d. working alone or in small numbers;

e. uncontrolled access to the workplace; and

f. areas of previous security problems.

4. Written workplace violence prevention program. Every employer with at least twenty full time permanent employees shall develop and implement a written workplace violence prevention program for its workplace or workplaces that includes the following:

a. a list of the risk factors identified in subdivision three of this section that are present in such workplace or workplaces;

b. the methods the employer will use to prevent incidents of occupational assaults and homicides at such workplace or workplaces, including but not limited to the following:

- (1) making high-risk areas more visible to more people;
- (2) installing good external lighting;
- (3) using drop safes or other methods to minimize cash on hand;
- (4) posting signs stating that limited cash is on hand;
- (5) providing training in conflict resolution and nonviolent self-defense responses; and
- (6) establishing and implementing reporting systems for incidents of aggressive behavior.

**5. Employee information and training.**

a. Every employer with at least twenty permanent full time employees shall make the written workplace violence prevention program available, upon request, to its employees, their designated representatives and the department.

b. Every employer shall provide its employees with the following information and training on the risks of occupational assaults and homicides in their workplace or workplaces at the time of their initial assignment and annually thereafter:

(1) employees shall be informed of the requirements of this section, the risk factors in their workplace or workplaces, and the location and availability of the written workplace violence prevention program required by this section; and

(2) employee training shall include at least: (a) the measures employees can take to protect themselves from such risks, including specific procedures the employer has implemented to protect employees, such as appropriate work practices, emergency procedures, use of security alarms and other devices, and (b) the details of the written workplace violence prevention program developed by the employer.

**6. Application.**

a. Any employee or representative of employees who believes that a serious violation of a workplace violence protection program exists or that an imminent danger exists shall bring such matter to the attention of a supervisor in the form of a written notice and shall afford the employer a reasonable opportunity to correct such activity, policy or practice. This referral shall not apply where imminent danger or threat exists to the safety of a specific employee or to the general health of a specific patient and the employee reasonably believes in good faith that reporting to a supervisor would not result in corrective action.

b. If following a referral of such matter to the employee's supervisor's attention and after a reasonable opportunity to correct such activity, policy or practice the matter has not been resolved and the employee or representative of employees still believes that a violation of a workplace violence prevention program remains, or that an imminent danger exists, such employee or representative of employees may request an inspection by giving notice to the commissioner of such violation or danger. Such notice and request shall be in writing, shall set forth with reasonable particularity the grounds for the notice, shall be signed by such employee or representative of employees, and a copy shall be provided by the commissioner to the employer or the person in charge no later than the time of inspection, except that on the request of the person giving such notice, such person's name and the names of individual employees or representatives of employees shall be withheld. Such inspection shall be made forthwith.

c. A representative of the employer and an authorized employee representative shall be given the opportunity to accompany the commissioner during an inspection for the purpose of aiding such inspection. Where there is no authorized employee representative, the commissioner shall consult with a reasonable number of employees concerning matters of safety in the workplace.

d. The authority of the commissioner to inspect a premises pursuant to such an employee complaint shall not be limited to the alleged violation contained in such complaint. The commissioner may inspect any other area of the premises in which he or she has reason to believe that a serious violation of this section exists.

e. No employer shall take retaliatory action against any employee because the employee does any of the following:

(1) makes an application pursuant to paragraph a of this subdivision;

(2) requests an inspection as authorized in paragraph b of this subdivision;

(3) accompanies the commissioner as authorized in paragraph c of this subdivision;

f. The commissioner may, upon his or her own initiative, conduct an inspection of any premises occupied by an employer if he or she has reason to believe that a violation of this section has occurred or if he or she has a general administrative plan for the enforcement of this section, including a general schedule of inspections, which provide a rational administrative basis for such inspecting. Within one hundred twenty days of the effective date of this paragraph the commissioner shall adopt rules and regulations implementing the provisions of this section.

g. Any information obtained by the commissioner pursuant to this subdivision shall be obtained with a minimum burden upon the employers.

h. When a request for an inspection has been made in a situation where there is an allegation of an imminent danger such that an employee would be subjecting himself or herself to serious injury or death because of the hazardous condition in the workplace, the inspection shall be given the highest priority by the department and shall be carried out immediately.

\* NB Effective March 4, 2007

## Appendix D:

# New York State Workplace Violence Regulations

### 12 NYCRR Section 800.6. Public Employer Workplace Violence Prevention Programs

(a) *Title and Citation:* Within and for the purposes of the Department of Labor, this part may be known as Code Rule 800.6, Public Employer Workplace Violence Prevention Programs, relating to requirements of public employers to develop and implement programs to prevent and minimize the hazards of workplace violence to public employees; allowing any employee or authorized employee representative of employees who believes that a serious violation of this safety or health standard exists, or an imminent danger exists, to request an inspection by the department of labor; and providing for the enforcement of such requirement by the Commissioner of Labor. It may be cited as Code Rule 800.6 "Public Employer Workplace Violence Prevention Programs" as an alternative and without prejudice to its designation and citation established by the Secretary of State.

(b) *Purpose and Intent:* It is the purpose of this part to ensure that the risk of workplace assaults and homicides is evaluated by affected public employers and their employees and that such public employers design and implement protection programs to minimize the hazard of workplace violence to employees.

(c) *Application:* This part shall apply throughout the State of New York to the State, any political subdivision of the state, any public authority, public benefit corporation or any other governmental agency or instrumentality thereof.

This part shall not apply to any employer as defined in Section twenty-eight hundred one-a of the Education Law.

(d) *Terms:* As used in or in connection with this part, the following terms mean:

(1) **Authorized Employee Representative.** An employee authorized by the employees or the designated representative of an employee organization recognized or certified to represent the employees pursuant to Article 14 of the Civil Service Law.

(2) **Commissioner.** The Commissioner of Labor of the State of New York or his or her duly authorized representative for the purposes of implementing this Part.

(3) **Employee.** A public employee working for an employer.

(4) **Employer.** The State, any political subdivision of the State, any public authority public benefit corporation, and any other governmental agency or instrumentality thereof, except that an employer shall not include, for purposes of this part, any employer defined as such in Section twenty-eight hundred one-a (2801a) of the Education Law.

(5) **Imminent Danger.** Any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm

immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided for by this Part.

(6) **Retaliatory Action.** The discharge, suspension, demotion, penalization or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

(7) **Serious physical harm.** Physical injury which creates a substantial risk of death, or which causes death or serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ or a sexual offense as defined in Article 130 of the Penal Law.

(8) **Serious Violation:** A serious violation of the public employer workplace violence prevention program (WVPP) is the failure to:

(a) Develop and implement a program.

(b) Address situations which could result in serious physical harm.

(9) **Supervisor.** Any person within the employer's organization who has the authority to direct and control the work performance of an employee, or who has the authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.

(10) **Workplace.** Any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of his or her employment by an employer.

(11) **Workplace Violence.** Any physical assault or acts of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including but not limited to:

(i) An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;

(ii) Any intentional display of force which would give an employee reason to fear or expect bodily harm;

(iii) Intentional and wrongful physical contact with a person without his or her consent that entails some injury;

(iv) Stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

(12) **Workplace Violence Prevention Program.** An employer program designed to prevent, minimize and respond to any workplace violence, the development and implementation of which is required by Article 2, Section 27-b of the New York State Labor Law.

*(c) Management Commitment and Employee Involvement*

**(1) Workplace Violence Policy Statement:**

The employer shall develop and implement a written policy statement on the employer's workplace violence prevention program goals and objectives and provide for full employee participation through an authorized employee representative.

(i) The workplace violence policy statement shall be posted where notices to employees are normally posted.

(ii) The policy statement shall briefly indicate the employer's workplace violence prevention policy and incident alert and notification policies for employees to follow in the event of a workplace violence incident.

(2) The responsibility and authority for preparing, determining the content of and implementing the requirements of this part remains with the employer. Local governments and all other public employers may elect to share resources in the development and implementation of their workplace violence prevention programs.

*(f) Risk Evaluation and Determination*

**(1) Record Examination:**

The employer shall examine any records relevant to the purposes of this Part in its possession, including records compiled in the previous year under Labor Law Section 27a, that concern workplace violence incidents to identify patterns in the type and cause of injuries. The examination shall look to identify patterns of injuries in particular areas of the workplace or incidents which involve specific operations or specific individuals.

**(2) Administrative Risk Factors**

The employer shall assess relevant policies, work practices, and work procedures that may impact the risk of workplace violence.

**(3) Evaluation of Physical Environment**

The employer, with the participation of the authorized employee representatives, shall evaluate the workplace to determine the presence of factors which may place employees at risk of workplace violence. The Department of Labor has tools to aid employers in performing this evaluation which will be posted on the Department's web-site.

Factors which might place an employee at risk include but are not limited to:

(i) Working in public settings (e.g. Social Service Workers, Police Officers, Firefighters, Teachers,

Public Transportation Drivers, Health Care Workers, other Governmental Workers or Service Workers);

(ii) Working late night or early morning hours;

(iii) Exchanging money with the public;

(iv) Working alone or in small numbers;

(v) Working in a location with uncontrolled public access to the workplace; or

(vi) Areas of previous security problems.

(g) *The Workplace Violence Prevention Program*

(1) Employers with 20 or more full time permanent employees, with the participation of the authorized employee representative, shall develop a written workplace violence prevention program. Such participation shall include soliciting input from the authorized employee representative as to those situations in the workplace that pose a threat of workplace violence, and on the workplace violence prevention program the employer intends to implement under these regulations.

Safety and health programs developed and implemented to meet other federal, state or local regulations, laws or ordinances are considered acceptable in meeting this requirement if those programs cover or are modified to cover the topics required in this paragraph. An additional or separate safety and health program is not required by this paragraph.

(2) The workplace violence prevention program shall include the following:

(i) A list of the risk factors identified in the workplace examination;

(ii) The methods the employer will use to prevent the incidence of workplace violence incidents;

(iii) A hierarchy of controls to which the program shall adhere as follows: engineering controls, work practice controls, and finally personal protective equipment;

(iv) The methods and means by which the employer shall address each specific hazard identified in the workplace evaluation;

(v) A system designed and implemented by the employer to report any workplace violence incidents that occur in the workplace. The reports must be in writing and maintained for the annual program review;

(vi) A written outline or lesson plan for employee program training;

(vii) A plan for program review and update on at least an annual basis. Such review and update shall set forth any mitigating steps taken in response to any incident of workplace violence.

(viii) Nothing in this part shall require the disclosure of information otherwise kept confidential for security reasons. Such information may include information which, if disclosed:

- (a) Would interfere with law enforcement investigations or judicial proceedings;
- (b) Would deprive a person of a right to a fair trial or impartial adjudication;
- (c) Would identify a confidential source or disclose confidential information relating to a criminal investigation;
- (d) Would reveal criminal investigative techniques or procedures, except routine techniques and procedures; or
- (e) Would endanger the life or safety of any person.

*(h) Employee Information and Training*

(1) Upon completion of the workplace violence prevention program, every employer shall provide each employee with information and training on the risks of workplace violence in their workplace or workplaces at the time of the employee's initial assignment and at least annually thereafter.

Such information as necessary shall be provided to affected employees whenever significant changes are made to the workplace violence program. At a minimum training shall address the following:

- (i) Employers shall inform employees of the requirements of this Part and the risk factors in their workplace that were identified in the risk evaluation and determination, except that nothing in this part shall require the disclosure of the information otherwise kept confidential for security reasons as identified in paragraph (g)(2)(viii).
- (ii) Employers shall inform employees of the measures that employees can take to protect themselves from the identified risks including specific procedures that the employer has implemented to protect employees such as incident alert and notification procedures, appropriate work practices, emergency procedures, and use of security alarms and other devices;
- (iii) Employers with 20 or more full-time permanent employees shall inform employees of the location of the written workplace violence program and how to obtain a copy, and shall make it available for reference to employees, authorized employee representatives and the Commissioner in the work area during the regularly scheduled shift.

*(i) Recordkeeping and Recording Of Workplace Violence Incidents*

(1) Employers shall establish and implement reporting systems for incidents of workplace violence.

Reporting systems developed and implemented to meet other federal state or local regulations, laws or ordinances are considered acceptable in meeting this requirement if they cover or are

modified to cover the information required in this paragraph. An additional or separate reporting system is not required by this paragraph.

(2) Employers at sites where there is a developing pattern of workplace violence incidents which may involve criminal conduct or a serious injury shall attempt to develop a protocol with the District

Attorney or Police to insure that violent crimes committed against employees in the workplace are promptly investigated and appropriately prosecuted. The employer shall provide information on such protocols and contact information to employees who wish to file a criminal complaint after a workplace violence incident.

(3) Systems for reporting instances of workplace violence.

(i) The employer shall develop and maintain a Workplace Violence Incident Report that can be in any format but, at a minimum, shall contain the following relating to the incident being reported:

(a) Workplace location where incident occurred;

(b) Time of day/shift when incident occurred;

(c) A detailed description of the incident, including events leading up to the incident and how the incident ended;

(d) Names and job titles of involved employees;

(e) Name or other identifier of other individual(s) involved;

(f) Nature and extent of injuries arising from the incident; and

(g) Names of witnesses.

(ii)

(a) If the case is a "privacy concern case" as defined below, the employer shall still be liable for developing a Workplace Violence Incident Report as set forth above. However, before sharing a copy of such Report with any party other than the Commissioner, the employer shall remove the name of the employee who was the victim of the workplace violence and shall instead enter "PRIVACY CONCERN CASE" in the space normally used for the employee's name.

(b) The employer shall treat incidents involving the following injuries or illnesses as privacy concern cases:

(1) An injury or illness to an intimate body part or the reproductive system;

(2) An injury or illness resulting from a sexual assault;

(3) Mental illness;

(4) HIV infection;

(5) Needle stick injuries and cuts from sharp objects that are or may be contaminated with another person's blood or other potentially infectious material; and

(6) Other injuries or illnesses, if the employee independently and voluntarily requests that his or her name not be entered on the Report.

(4) The Workplace Violence Incident Report must be maintained for use in annual program review and updates. This requirement does not relieve an employer of the recordkeeping requirements of 12NYCRR Part 801.

(5) The employer, with the participation of the authorized employee representative, shall conduct a review of the Workplace Violence Incident Reports at least annually to identify trends in the types of incidents in the workplace and review of the effectiveness of the mitigating actions taken.

*(j) Employee Reporting Of Workplace Violence Prevention Concerns or Incidents*

(1) Any employee or his or her authorized employee representative who believes that a serious violation of the employer's workplace violence protection program exists, or that a workplace violence imminent danger exists, shall bring such matter to the attention of a supervisor in the form of a written notice and shall afford the employer a reasonable opportunity to correct such activity, policy or practice.

(2) Written notice to an employer shall not be required where workplace violence imminent danger exists to the safety of a specific employee or to the general health of a specific patient and the employee reasonably believes in good faith that reporting to a supervisor would not result in corrective action.

(3) If, following a referral of such matter to the employee's supervisor and after a reasonable opportunity to correct such activity, policy or practice, the matter has not been resolved and the employee or the authorized employee representative still believes that a serious violation of a workplace violence prevention program remains or that an imminent danger exists, such employee may request an inspection by notifying the Commissioner of Labor of the alleged violation. Such notice and request shall be in writing, shall set forth with reasonable particularity the ground(s) for the notice and shall be signed by such employee or their authorized employee representative. A copy of the written notice shall be provided by the Commissioner to the employer or the person in charge no later than the time of inspection, except that at the request of the person giving such notice, such person's name and the names of individual employees or authorized employee representatives of employees shall be withheld. Such inspection shall be made forthwith by the Commissioner.

(4) The authority of the Commissioner to inspect premises pursuant to such employee complaint shall not be limited to the alleged violation contained in such complaint. The Commissioner may inspect any other area of the premises in which he or she has reason to believe that a serious

violation of this section exists.

(5) The Commissioner may, upon his or her own initiative, conduct an inspection of any premises occupied by an employer if he or she has reason to believe that a violation of this section has occurred.

The current PESH administrative plan will be used for the enforcement of this section, including a general schedule of inspections, which provides a rational administrative basis for such inspection.

(6) No employer shall take retaliatory action against any employee because the employee exercises any right accorded him or her by this Part.

*(k) Effective Dates*

(1) The Employer's Policy Statement required by section (e) of this Part shall be completed within 30 days after the effective date of this Part.

(2) The workplace risk evaluation and determination required by section (f) of this Part shall be completed within 60 days of the effective date of this Part.

(3) The workplace violence prevention program required by section (g) of this Part shall be complete within 75 days of the effective date of this Part.

(4) Employers shall be in compliance with the entire Part within 120 days of the effective date of this Part.



# CITY COUNCIL AGENDA

NO. 12

DEPT.: City Manager

DATE: July 10, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Resolution to amend the City of Rye's FOIL procedures regarding the FOIL Appellate body.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council amend the current FOIL procedures per the proposed changes.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Under the changes to FOIL procedures adopted at the April 3, 2013 meeting, the City Council was designated as the Appellate Board for all appeals of denied FOIL requests. The law requires a 10-day appeals determination but does not stipulate a process for appeals to be heard. Following past City practice the Council has heard appeals at a regularly scheduled Council meeting if possible, or scheduled a special meeting to meet the 10-day required timeframe. The current Appeals process has presented difficulties in obtaining a quorum. Proposals to simplify this process, yet still address the importance of the Appeal process have been suggested including:

Option A: The City will hire a municipal lawyer on retainer to hear the appeals (see attached).

Option B: form a FOIL Appeal Committee to hear all Appeals submitted to the Council. The Committee would be comprised of three Council members: the Mayor or Deputy Mayor as Chair with two additional Council members to serve as Appeals officers. The two Council members will rotate on an assigned monthly basis (or serve for designated terms).



Procedures for Public Access to the Records of the City of Rye  
(Effective May 1, 2013)

**Section 1. Purpose and Scope**

- (a) These regulations are established pursuant to Article 6 of the Public Officers Law, known as the Freedom of Information Law.
- (b) These regulations provide the procedures by which records of the City of Rye may be obtained.
- (c) Personnel of the City of Rye shall furnish to the public the information and records required by law and those which were furnished to the public prior to the enactment of the Freedom of Information Law, subject to the conditions contained in subdivision 2 of Section 87 of the Freedom of Information Law, or other provisions of Law.

**Section 2. Designation of records access officer.**

- (a) The City Clerk shall be the Records Access Officer responsible for assuring compliance with the FOIL regulations.
- (b) The records access officer shall be responsible for assuring appropriate responses to public requests for access to records. The records access officer shall assure that appropriate personnel are adequately instructed in and properly perform the functions described in Sections 6 and 7 of these regulations and shall supervise the administration of these regulations.

**Section 3. Designation of fiscal officer.**

The City Comptroller is designated the fiscal officer, who shall certify the payroll and respond to requests for an itemized record setting forth the name, address, title and salary of every officer or employee of the City of Rye.

**Section 4. Location.**

Records shall be available for public inspection and copying at the office of the records access officer at City Hall, Boston Post Road, Rye, New York, or at the location where they are kept.

## **Section 5. Hours for public inspection.**

Requests for public access to records shall be accepted and records produced during all hours City Hall is regularly open for business except that all records must be returned to their proper custodian at least 30 minutes before closing time.

## **Section 6. Request for public access to records.**

- (a) Requests for records shall be in writing (hard copy or electronically) in accordance with New York Public Officers Law. The custodian of the records has discretion to waive the requirement for written requests in appropriate circumstances.
- (b) If records are maintained on the internet, the requestor shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.
- (c) Officials shall respond to a request for records no more than five (5) business days after receipt of the request. This response will acknowledge receipt of request and indicate that the requestor will receive a response within twenty (20) business days unless otherwise noted. Any electronic requests received after 5:00 P.M. will be considered received by the City on the next business day.
- (d) A request for access to records should be sufficiently detailed to identify the records. Where possible, the requestor should supply information regarding dates, titles, file designations or other information which may help identify the records.
- (e)
  1. A current list, by subject matter, of all records produced and retained in accordance with the Department of Education's State Archives Schedule MU-1, shall be maintained by the City Clerk and shall be available for public inspection and copying. The list shall be sufficiently detailed to permit the requestor to identify the file category of the records sought.
  2. The subject matter list shall be updated periodically and the date of the most recent updating shall appear on the first page. The updating of the subject matter list shall not be less than semiannual.
  3. A duplicate copy of such current subject matter list shall be filed by each department with the City Clerk who shall consolidate and maintain all such current lists.
- (f) Appropriate personnel of the City of Rye shall assist the requestor in identifying requested records.
- (g) Upon locating the requested records, the appropriate personnel of the City of Rye shall, as promptly as possible, and within the time limits set in subsection (b) above, either:

(1) Make the records available by either, (i) indicating a time and date when the records are available for review and inspection, or (ii) send the records electronically if the request was for electronic copies and the records can be sent electronically, or

(2) Deny access in whole or in part, and explain in writing the reasons therefore.

(h) Upon failure to locate records, the appropriate official shall certify that:

1. The City of Rye is not the legal custodian of the requested records; or,
2. The requested records, after diligent search, cannot be found.

#### **Section 7. Inspection and copying of records.**

(a) A person who has requested access to the public records of the City of Rye shall be given full opportunity to see and inspect such records unless access is denied as provided in Section 8 herein.

(b) The requestor may also make a copy of the records he/she inspects. No record may be removed from the office where it is located without written permission of the person in charge of the office at that time.

(c) Upon request and payment of the established fee, if any, the appropriate officer or employee shall prepare and deliver a transcript of such records.

(d) Upon request and payment of the established fee, if any, an appropriate official of the City of Rye shall certify as correct a transcript prepared by the custodian of the records.

#### **Section 8. Denial of access to records.**

(a) Denial of access to records shall be in writing stating the reason(s) therefore and advising the requestor of the right to appeal to the Retained Attorney, City Council within ten (10) business days of the denial. Appeals heard by the Retained Attorney, City Council are final determinations.

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(b) If requested records are not provided promptly, as required in Section 6 (c) of these regulations, such failure shall also be deemed a denial of access. In such cases, appeals must be filed within thirty (30) days of the date by which the records were to be made available.

(c) The time for deciding an appeal by the Retained Attorney, City Council shall commence upon receipt of a written appeal identifying:

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1. The date of the appeal.
2. The date and location of the original record request.

3. The records to which the requestor was denied access.
4. Whether the denial of access was in writing or by failing to provide records in accordance with the applicable time periods.
5. A copy of the written denial, if any.
6. The name and return address (or email address) of the requestor.

- (d) The appeal shall be determined by the ~~Retained Attorney, City Council~~ within ten (10) business days of the receipt of the appeal. If the appeal is submitted via email, any emails received after 5:00 P.M. will be considered received on the next business day. Written notice of the determination shall be served upon the person requesting the record and the Committee on Open Government.
- (e) A person requesting an exception from disclosure, or an agency denying access to record, shall in all appeal proceedings have the burden of proving entitlement to the exception.
- (f) A proceeding to review an adverse determination upon appeal may be commenced pursuant to Article 78 of the Civil Practice Law and Rules in accordance with all applicable provisions of the law.

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#### **Section 9. Fees.**

- (a) Except as otherwise specifically authorized by law, or by established practice prior to September 1, 1974, there shall be no fee charged for:
1. Inspection of records;
  2. Search for records;
  3. Any certification pursuant to this part.
- (b) The fee for a photocopy transcript of records shall be 25 cents per single sided page for pages not exceeding 9 by 14 inches. The City has the authority to redact portions of a paper record in accordance with the Public Officers Law and does so prior to the disclosure of the record by making a photocopy from which the proper redactions are made.
- (c) The fee for photocopies of records exceeding 9 by 14 inches per page or any non-paper format (such as computer disk, microfilm, etc.) shall be the actual costs of reproduction, which shall be deemed to be the average unit cost for making such a photocopy, excluding fixed costs such as operator salaries, except when a different rate is otherwise prescribed by statute.
- (d) The fee for a transcript that is typed, handwritten, or otherwise prepared by hand shall cover the clerical time involved in making the transcript, including comparison for accuracy.
- (e) The fee the City may charge for a copy of any other record is based on the actual cost of reproduction and may include only the following:

- |
- (1) an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; and
  - (2) the actual cost of the storage devices or media provided to the person making the request in complying with such request; or
  - (3) the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.
- (f) The City shall inform a person requesting a record of the estimated cost of preparing a copy of the record if more than two hours of an agency employee's time is needed, or if it is necessary to retain an outside professional service to prepare a copy of the record.
- (g) A person requesting a record shall pay the City the required fee for copying or reproducing the record in advance of the City preparing such copy.

**Section 10. Public Notice.**

A notice containing the job title or name and business address of the records officer and the appeal body shall be posted in the Office of the City Clerk. A copy of these rules will be kept in the custody of the records officer and be made available for inspection upon request.

**Section 11. Severability.**

If any provision of these regulations or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these regulations or the application thereof to other persons and circumstances.



# CITY COUNCIL AGENDA

NO. 13      DEPT.: Corporation Counsel      DATE: July 10, 2013  
CONTACT: Kristen K. Wilson, Corporation Counsel

**ACTION:** Resolution to amend local law Chapter 15, "Code of Ethics", to reflect the addition of the Conflict of Interest form.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER      15  
SECTION

**RECOMMENDATION:**

**IMPACT:**     Environmental     Fiscal     Neighborhood     Other:

**BACKGROUND:** The City has proposed instituting a Conflict of Interest form which would be filed yearly by public officials and select employees within the City. Rye City Code, local law Chapter 15, "Code of Ethics" must be updated to reflect the addition of the Conflict of Interest form.

See attached draft Local Law.

CITY OF RYE  
LOCAL LAW NO. \_\_\_ 2013

**A Local Law to amend Chapter 15 “Ethics, Code of” §§ 15-2  
“Conflicts of Interest”, 15-4 “Disclosure of interest” and to  
add § 15-16 “Waiver procedure” of the Rye City Code**

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

**Section 1: Chapter 15 Ethics, Code of**

**§ 15-2. Conflicts of interest.**

- A.** No officer or employee of the city shall have any interest, financial or otherwise, direct or indirect or engage in any business or transaction or professional activity or incur any obligation of any nature which is in conflict with or might reasonably tend to conflict with the proper discharge of his duties in the public interest.
- B.** **No member of the Rye Golf Commission or Boat Basin Commission shall be permitted to engage in any business or transaction with the city for pay.**
- C.** **No officer, employee, department head or assistant department head (or any spouse of any person holding one of the aforementioned positions) shall be a subcontractor, agent, representative, or hold any other position with a vendor of the city.**

**§ 15-4. Disclosure of interest.**

A member of the Council who has a direct or indirect financial or other private interest in any matter before the Council, or any officer, or employee, **department head, or board or commission member** who has a direct or indirect financial or other private interest in any matter before the Council and who participates in the discussion before or makes a recommendation to or gives an opinion to the Council on that matter, shall publicly disclose on the official record of the Council the nature and extent of such interest.

**§ 15-5. Solicitation or acceptance of gifts and favors.**

No officer or employee shall, directly or indirectly, solicit any gift, or accept or receive any gift having a value of **fifty dollars (\$50.)** or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or could reasonably be expected to influence him in the performance of his official duties or was intended as a reward for any official action on his part, or grant in the discharge of his duties any improper favor, service or thing of value.

**§ 15-16. Waiver procedure.**

**Any officer, employee, department head, or board or commission member may appeal to the Board of Ethics for a waiver of the prohibitions set forth in this Chapter. Such appeal shall be in writing and sent to the Chair of the Board for a waiver. All such waivers must be approved by the City Manager or, in the case of the City Manager or Corporation Counsel asking for a waiver, the City Council.**

**Section 2: Severability.**

If any clause, sentence, paragraph, section or part of any section of this title shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy and in which such judgment shall have been rendered.

**Section 3: Effective date.**

This local law will take effect immediately on filing in the office of the Secretary of State.



# CITY COUNCIL AGENDA

NO. 14

DEPT.: City Council

DATE: July 10, 2013

CONTACT: Mayor Douglas French

**AGENDA ITEM:** Consideration to adopt a Conflict of Interest Form.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council adopt the proposed Conflict of Interest Form.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The City has been reviewing a Conflict of Interest policy with respect to public officials and select City employees. The Corporation Counsel has drafted a proposed Conflict of Interest Form which would be filed yearly by the Mayor, City Council, Department Heads and Assistant Department Heads. Members of the City Boards, Committees and Commissions would not be required to sign the Conflict of Interest form but the Oath of Office card has been updated to note their responsibilities under the City Code of Ethics. Additionally, a new Conflict of Interest form will be added to the City bid packet to be included by all vendors submitting bids for City work as well as a Non-Collusion Statement for any Bid Specification prepared by the City or provided by an outside Vendor.

See attached:

- Draft Conflict of Interest form for Public Officials and select City employees
- Updated Oath of Office card
- Draft Bid Packet Conflict of Interest form for vendors
- Draft Non-Collusion Statement for Bid Packet
- Draft Non-Collusion Statement for Purchase Orders/Claim Forms

Proposed Conflict of Interest Form  
required by the following:

- Mayor and Council
- City Staff positions:
  - City Manager
  - Corporation Counsel
  - Assessor
  - Deputy Assessor
  - Building Inspector
  - City Clerk
  - Deputy City Clerk
  - Comptroller
  - Deputy City Comptroller
  - Fire Lieutenant
  - Boat Basin Supervisor
  - Rye Golf Club Manager
  - Coordinator of Computer Services
  - City Planner
  - Police Commissioner
  - City Engineer
  - DPW General Foreman
  - DPW Assistant General Foreman
  - Recreation Superintendent
  - Rye TV Access Coordinator

## **CONFLICT OF INTEREST FORM FOR THE CITY OF RYE – 2013**

**Instructions:** Please answer each question legibly and with blue or black ink only. “Not Applicable” is not an acceptable answer for any question. “No” or “None” may be used to answer a question. This form shall be filled out annually and returned to the City Clerk in a sealed envelope.

**Applicability:** The following classes of officers or employees of the City of Rye shall be deemed “reporting officials” and shall be required to file this Conflict of Interest Form as provided under this section:

- (1) All elected officials;
- (2) All commissioners;
- (3) All department heads and assistant department heads.

\*\* No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer firefighter or auxiliary police officer.

### **DEFINITIONS:**

**Relative** - a spouse, domestic partner, child, step-child, sibling, half-brother, half-sister, parent, step-father, step-mother and shall also include any person claimed as a dependent on the New York State individual tax return of the disclosing City officer or employee.

**Household Member** – any person residing with you in your primary residence.

**Financial Benefit** - any pecuniary or material benefit including, but not limited to any money, stock, security, service, license, permit, contract, authorization, loan, travel, entertainment, discount not available to general public, real or personal property, or anything of value.

**Outside Employer** - (1) any person from whom or from which a City officer or employee receives a financial benefit for services rendered or goods sold or produced; (2) any business in which the City officer or employee has an ownership interest of five percent (5%) or more; or (3) any business corporation for which the City officer or employee is a member of the board of directors or is a corporate officer.

**Interest** – A financial benefit accruing to a municipal officer or employee, or a pecuniary or material benefit accruing to: (1) the municipal officer’s or employee’s spouse, minor children and dependents; (2) a firm, partnership or association of which such officer or employee is a member or employee; (3) a corporation of which such officer or employee is an officer, director or employee; and (4) a corporation, any stock of which is accrued or controlled directly or indirectly by such officer or employee.

**I. GENERAL INFORMATION**

Name: (Last Name, First Name, M.I.): \_\_\_\_\_

Spouse: (Last Name, First Name, M.I.): \_\_\_\_\_

Title of Position: \_\_\_\_\_ Salaried: Yes \_\_\_ No \_\_\_

Council, Department, Board, or Commission: \_\_\_\_\_: Term Ending: \_\_\_\_\_

**II. REAL ESTATE OWNERSHIP**

List the address of each piece of property in the City of Rye that you or your spouse own or have an interest in, other than your primary residence, and the nature of that interest.

ADDRESS	INTEREST
_____	_____
_____	_____

**III. FINANCIAL BENEFITS**

To the best of your knowledge, have you or any Relative received or solicited a **Financial Benefit** from the City of Rye or appeared before the City of Rye on behalf of another person. Attach additional paper if necessary (only list those gifts/benefits received within the past year).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IV. GIFTS**

While in your position with the City of Rye, have you received a gift from anyone with whom you have official dealings valued in excess of twenty five dollars (**\$50.00**) within the last year?

Yes \_\_\_ No \_\_\_

Identify any **interest** in any contract involving the City of Rye held by you, your Spouse, or a Relative Household Member(s), or Children. Attach additional paper if necessary.

**Vendor**

**Nature of Contract**

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**V. OUTSIDE EMPLOYER/CONSULTING/OTHER BUSINESS**

Do you have an **Outside Employer** or business that conducts transactions/business or is affiliated with the City of Rye? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state the name, address, and telephone number of your **Outside Employer** or business and nature of the business. Attach additional paper if necessary.

NAME

ADDRESS

NATURE OF WORK

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During the past year, has your **Outside Employer** or business solicited a **financial benefit** or appeared before the City of Rye on behalf of another person?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state the nature of such activities or matters. Attach additional paper if necessary.

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**AMENDMENTS/MODIFICATIONS**

If, at any time subsequent to filing this form, I become aware that any of the above information is inaccurate, incomplete or otherwise no longer applicable, I will notify the City Clerk of same immediately by filing an amended form.

**CODE OF ETHICS**

I HAVE RECEIVED, READ AND UNDERSTAND THE CITY OF RYE CODE OF ETHICS AND WILL ABIDE BY SUCH REQUIREMENTS (attached)

Yes \_\_\_\_\_ No \_\_\_\_\_

I \_\_\_\_\_ (print name) HEREBY CONFIRM THAT THIS DISCLOSURE AND FOREGOING INFORMATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
Signature of Reporting Individual

\_\_\_\_\_  
Name of Reporting Individual

DRAFT

**FRONT OF CARD**

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



I, \_\_\_\_\_ do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of \_\_\_\_\_ or any other office of the City of Rye according to the best of my ability.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

City Clerk

**OVER**

**• BACK OF CARD**

You have been given a copy of the City of Rye Code to provide guidance to you in your service to the community. Please focus special attention on Chapter 15, Code of Ethics. The administration of our public service obligations requires that we do our best to prevent potential for conflicts or the appearance of a conflict. If at any time you have any questions, the Board of Ethics can render an advisory opinion on whether a conflict of interest exists or whether an appearance of one exists. Requests can be forwarded through the City Manager's office.

Signature

\_\_\_\_\_



## **CITY OF RYE**

### **VENDOR CONFLICT OF INTEREST QUESTIONNAIRE instructions:**

**Question 1: Enter your name and the name of your business.**

**Question 2: If you are updating an existing form for a bid or proposal check box 2.**

**Question 3: Enter the name of the government official or City employee you know where a conflict of interest might exist on the line. If there's none, leave the name of officer blank.**

**Check "Yes" or "No" in Box A, B, and C**

- Box A: does the government official or City employee named receive income or money from the company filing the form?**
- Box B: does the company (person filing) receive income or money from the government official or City employee, not from the government?**
- Box C: is the filer employed by a company or corporation in which the government official or City employee is an officer, or director, or part owner?**
- Box D: Describe your employment or business relationship with the government official or City employee. If there's none, write "none" in space D.**

**Question 4: Sign and date the Conflict of Interest form**



# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor or other person doing business with the City of Rye

This questionnaire is being filed in accordance with New York State General Municipal Law § 103 by a person who has a business relationship with the City of Rye.

By request of the City of Rye this questionnaire must be filed by a vendor that wishes to conduct business or be considered for business with the City. They must declare any business affiliation with a government official or City employee.

The form is a mandatory requirement of a submission of any bid, proposal or contract to the City of Rye. Any bid, proposal, or contract submitted without a signed copy of the Conflict of Interest form shall be considered incomplete and will be rejected by the City.

### OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

**3** Name of local government officer/City employee with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer/City employee with whom the filer has an employment or other business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer/City employee named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer/City employee named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer/City employee serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer/City employee named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the City of Rye

\_\_\_\_\_  
Date



**NON-COLLUSIVE AFFADAVIT  
COMPLIANCE WITH SECTION 103D GENERAL MUNICIPAL LAW  
(TO BE SUBMITTED WITH BID PROPOSAL)**

**PART 1 STATE OF \_\_\_\_\_)**

**PART 1 COUNTY OF \_\_\_\_\_) ss:**

\_\_\_\_\_,  
*(Here insert full name of owner, partner, officer, representative, or agent of Contractor)*

Being first duly sworn, deposes and says that:

1. He is (Owner, partner, officer, representative or agent) of

\_\_\_\_\_  
*(Here insert full name and address or legal title of Contractor)*  
the Bidder that has submitted the attached Bid;

2. He further states and affirms:

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the City Council, for its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised prices lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 2(a) hereof.

3. Any bid hereafter made hereunder by a corporate bidder for work or services performed or to be performed by, goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subparagraph (a) hereof, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

PART 1 \_\_\_\_\_  
(Signed)

PART 1 \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Title  
(Notary)



**NON-COLLUSIVE AFFADAVIT  
(TO BE SUBMITTED WITH PURCHASE ORDERS/CLAIM FORMS)**

**Name: ( Last Name, First Name, M.I.):** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signing in lieu of (Department Head):** \_\_\_\_\_

I hereby state and affirm that I have no affiliation with the Vendor detailed on the attached Purchase Order/Claim Form.

\_\_\_\_\_  
Signature of Reporting Individual

\_\_\_\_\_  
Name of Reporting Individual



# CITY COUNCIL AGENDA

NO. 15      DEPT.: City Manager's Office      DATE: July 10, 2013  
CONTACT: Scott Pickup, City Manager

**ACTION:** Discussion of the "Development and Planning Standards" Intermunicipal Agreement Compliance for the Flood Mitigation Project at the Blind Brook Dam.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

**IMPACT:**     Environmental     Fiscal     Neighborhood     Other:

**BACKGROUND:** The City of Rye and the County of Westchester entered into a Intermunicipal Agreement for a flood mitigation project at the Blind Brook dam at Bowman Avenue: the installation of a sluice gate. A condition of the agreement is that the City must adopt the *Development and Planning Standards* of the Westchester County Flood Action Task Force. The payment of County funds under this agreement for the Sluice Gate project is contingent upon the adoption of these policies.

See attached Development and Planning Standards of the Westchester County Flood Action Task Force.



**Robert P. Astorino**  
County Executive

Department of Planning  
Edward Buroughs, AICP  
Acting Commissioner

July 1, 2010

Frank Culross, Manager  
City of Rye  
1051 Boston Post Road  
Rye, NY 10580

**Subject: "Development and Planning Standards" IMA Compliance -  
Blind Brook Dam at Bowman Avenue Flood Mitigation Project**

Dear Mr. Culross:

I am writing to remind you of a condition of the intermunicipal agreement (IMA) between the County of Westchester and City of Rye, dated February 16, 2010, concerning the flood mitigation project at the Blind Brook dam at Bowman Avenue. Section 2.3 of the IMA states:

*The Municipality represents that within one year of the date hereof that the "Development and Planning Standards" of the Flood Action Task Force will have been adopted in the Municipality's land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided and approved by the Westchester County Planning Department (Planning Commissioner). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality's adoption of the aforesaid policies.*

We encourage the City to begin work to document item by item compliance with the development and planning standards as the dispersal of County funds is dependent on submission of such documentation by the City to the County. We recognize that some of these best practices may have been adopted by the City prior to this IMA. To ensure that full compliance is documented, we suggest that the City include evidence of such prior adoption in its report.

Frank Culross  
Rye City Manager  
Development & Planning Standards IMA Compliance  
Blind Brook Dam at Bowman Avenue Flood Mitigation Project  
Page 2.

A copy of the "Development and Planning Standards" is enclosed. If you have any questions or need additional information, please contact Robert Doscher at [rrd1@westchestergov.com](mailto:rrd1@westchestergov.com) or 914.995.4423.

Sincerely,

  
Edward Buroughs, AICP  
Acting Commissioner

EEB/RRD

Enclosure: Development and Planning Standards of the Westchester County Flood Action Force

cc: Hon. Douglas French, Mayor, City of Rye  
Christine Sculti, Assistant to the County Executive  
John Hsu, Acting Commissioner of Public Works  
Robert Doscher, Principal Environmental Planner

## **DEVELOPMENT AND PLANNING STANDARDS OF THE WESTCHESTER COUNTY FLOOD ACTION TASK FORCE**

Flooding frequency and, in some cases, intensity, in Westchester County has increased over time, in part due to the conversion of permeable and water-absorbing land surfaces, like woodlands, meadows and wetlands, to impermeable surfaces, like parking lots, roads and buildings, and surfaces that shed water more readily than others, like lawns and agricultural fields. This conversion has often occurred without commensurate stormwater runoff management facilities. Similarly, the water quality and ecological health of the county's streams, lakes, reservoirs and estuaries has diminished as a result of polluted stormwater runoff (a.k.a., nonpoint source pollution).

Strengthening existing and implementing new municipal ordinances related to stormwater runoff and management, with similar efforts made to the policies, guidelines and orders of the County of Westchester, has the potential to lessen the damage and risk caused by flooding and to minimize the deterioration of water quality and the ecological integrity of the county's water resources. These changes would be applicable to existing and proposed land management, use and development practices throughout Westchester County.

The New York State Department of Environmental Conservation (NYSDEC) issued a revised "SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) (GP-0-08-002)" in April 2008. This permit became effective on May 1, 2008. These revised stormwater management regulations, commonly called the Stormwater Phase II Program, requires that municipalities in Westchester County and the County of Westchester (County), all of which are classified as an MS4, develop and implement a plan for managing stormwater runoff.

However, the Flood Action Task Force (Task Force) notes that although water quality protection is emphasized in these state regulations, municipalities and the County should do more to address water quantity (i.e., flooding) considerations in their applicable ordinances, regulations, orders, policies and guidelines. Therefore, the Task Force recommends the following "Development and Planning Standards."

Note that while these standards are recommended for all Westchester County municipalities, the incorporation of the following standards will be required of every municipality prior to its receipt of funds from the County's capital program to mitigate flooding and flood damage. An informational sheet describing this program is available on the County website at [www.westchestergov.com/flood](http://www.westchestergov.com/flood).

1. All municipal and County ordinances, regulations, orders, policies and guidelines associated with land management, use and development should reference and require compliance with the:
  - New York State Stormwater Management Design Manual (2004) or any subsequent version(s) of this manual and addendums thereto, including those

concerning Alternative Stormwater Management Practices, Redevelopment Strategy and Proprietary Practices.

- New York State Standards and Specifications for Erosion and Sediment Control (2005) or any subsequent version(s) of this manual.
2. All municipalities should formally adopt, with modifications noted below, the NYSDEC's "Sample Local Law for Stormwater Management and Erosion and Sediment Control (2006)" or closely similar ordinance acceptable to the NYSDEC. A copy of this sample ordinance is available at: [www.dec.ny.gov/docs/water\\_pdf/localaw06.pdf](http://www.dec.ny.gov/docs/water_pdf/localaw06.pdf) or at [www.dec.ny.gov/chemical/9007.html](http://www.dec.ny.gov/chemical/9007.html), then click on "Sample Local Law for Stormwater Management and Erosion and Sediment Control."

The aforementioned sample ordinance, however, should be modified by the municipality as follows:

**Article 2, Section 1, Definitions:**

**REVISED:**

**Land Development Activity** – any construction activity including clearing, grading, excavating, soil disturbance or placement of fill that results in land disturbance of equal to or greater than 5,000 square feet, or activities disturbing less than 5,000 square feet of total land area that is part of a larger common plan of development or sale, even though multiple separate and distinct land development activities may take place at different times on different schedules, or activities that result in the creation of impervious (non-permeable) cover equal to or greater than 1,000 square feet, whether those activities occur in association with new development, a modification or expansion of existing development, or redevelopment of a previously developed site.

**Article 2, Section 2**

**REVISED:**

**Section 2.2.2**

Land development activities as defined in Section 1 of this Article and meeting Condition "A" or "B" below shall include *water quantity* and *water quality* controls (post-construction stormwater runoff controls), as set forth in Section 2.2.3 and described in the New York State Stormwater Management Design Manual, including those capable of mitigating the water quantity impacts resulting from the twenty-five (25)-year storm event in Westchester County, New York, as applicable:

Condition A - Stormwater runoff from land development and redevelopment activities discharging a pollutant of concern to either an impaired water identified on the Department's 303(d) list of impaired waters or a Total Maximum Daily Load (TMDL) designated watershed for which pollutants in stormwater have been identified as a source of the impairment.

Condition B - Stormwater runoff from land development activities disturbing five thousand (5,000) square feet or more of land or creating impervious (non-permeable) cover equal to or greater than one thousand (1,000) square feet during the course of the project.

### Section 2.2.3

#### SWPPP Requirements for Condition A, B and C:

1. All information in Section 2.2 .1 of this local law;
  2. Description of each post-construction stormwater management practice;
  3. Site map/construction drawing(s) showing the specific location(s) and size(s) of each post-construction stormwater management practice;
  4. Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms;
  5. Comparison of post-development stormwater runoff conditions with pre-development conditions;
  6. Dimensions, material specifications and installation details for each post-construction stormwater management practice;
  7. Maintenance schedule to ensure continuous and effective operation of each postconstruction stormwater management practice;
  8. Maintenance easements, if applicable, to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easements shall be recorded on the plan and shall remain in effect with transfer of title to the property;
  9. Inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management practices in accordance with Article 2, Section 4 of this local law.
  10. The SWPPP shall be prepared by a licensed landscape architect or professional engineer or other appropriately certified professional and must be signed by the professional preparing the plan, who shall certify that the design of all stormwater management practices meet the requirements in this local law.
3. All municipalities should develop a Local Hazard Mitigation Plan with approval of the plan by the Federal Emergency Management Agency (FEMA). Grant funding is available from FEMA to assist municipalities with the development of Local Hazard Mitigation Plans. Guidance on Local Hazard Mitigation Plans is available at: [www.fema.gov/library/viewRecord.do?id=3336](http://www.fema.gov/library/viewRecord.do?id=3336).
  4. All municipalities and the County should reference and, where applicable, require compliance with the design principles and practices of sustainable development (a.k.a., low impact development, better site design, smart growth and green development, among other titles). This reference should be made in municipal and County ordinances, regulations, orders, policies and guidelines associated with land management, use and development. Guidance on sustainable development is available through several sources, including:
    - “Low Impact Development Design Strategies: An Integrated Design Approach” (1999), by the Prince George’s County (Maryland) Department of Environmental Resources, at: [www.epa.gov/owow/nps/lid/lidnatl.pdf](http://www.epa.gov/owow/nps/lid/lidnatl.pdf);
    - “Low Impact Development: Urban Design Tools” Website, by the Low Impact Development Center, at: [www.lid-stormwater.net](http://www.lid-stormwater.net);
    - “Polluted Runoff (Nonpoint Source Pollution): Low Impact Development (LID)” Website, by U.S. Environmental Protection Agency, at: [www.epa.gov/nps/lid](http://www.epa.gov/nps/lid).

5. The Task Force also recommends compliance with the following general principles in regard to flood mitigation projects (these principles are further defined in the manuals and other publications noted above):
- Increased in impervious surfaces from development and redevelopment should be discouraged, including through reduced parking areas, small building footprints, preservation of vegetation, and permeable surfaces.
  - The protection and preservation of naturally vegetated land next to streams, lakes and other watercourses and water bodies should be mandated, where appropriate and applicable, to prohibit any construction or other development activities within one hundred (100) feet of these water resources. This should include the clearing of vegetation within these aquatic buffers. Communities should, through local rules, permitting and enforcement practices, follow the principle that aquatic buffer, flood plain and wetland impacts and losses shall be avoided to the maximum extent practicable or, if these impacts cannot be avoided, that they shall be minimized to the maximum extent practicable; any unavoidable impacts that have been fully minimized should be mitigated through restoration and/or creation of aquatic buffer, flood plain or wetland.
  - Greater consideration should be given to projects that utilize a higher degree of infiltration, extended detention, and retention to manage stream flows and lessen the severity of flooding.
  - Projects that rely simply on channel “improvements” to speed the downstream flow of surface waters are discouraged, unless it can be clearly shown that (1) other preferred methods are not practical; (2) channel capacity and flood mitigation potential downstream of the project will not be adversely affected; (3) channel improvements are a more cost-efficient or -effective method of reducing flood damage in the project area; and (4) aquatic habitats and organisms would not be substantially impacted by the “improvements.”
  - Absent other counterbalancing elements, proposed projects should not result in a net decrease in the volume of stormwater storage in an existing flood plain.
  - Greater consideration should be given to projects that include water quality and fish and wildlife habitat improvement elements in stormwater management plans and details.

WCDP 02/14/09



# CITY COUNCIL AGENDA

NO. 16

DEPT.: City Manager's Office

DATE: July 10, 2013

CONTACT: Scott D. Pickup, City Manager

**AGENDA ITEM:** Authorization for the City Manager to execute an Inter-Municipal Agreement (IMA) with the Rye Free Reading Room regarding the receipt and disbursement of bond funds for approved library projects.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

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

RESOLVED, that the City Manager is authorized to execute an agreement with the Rye Free Reading Room for the receipt and disbursement of bond funds for approved library projects.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Bond referendum approved by City residents on November 6, 2012 included funding in the amount of \$176,000 for capital projects to be completed at the Rye Free Reading Room. The projects include: the installation of sprinklers and a fire alarm system, ADA and flood control improvements. The attached IMA addresses the receipt and disbursement of these bond funds.

See attached.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) dated this \_\_\_\_ day of June, 2013 between the City of Rye (the “City”) and the Rye Free Reading Room (the “RFRR”) outlines the agreement between the City and RFRR regarding the receipt and disbursement of bond money approved by the voters of the City of Rye of up to \$176,000 (including preliminary costs) to finance the installation of sprinklers, flood control measures and improvements to comply with the Americans with Disabilities Act (“ADA”) (the “Projects”) at the property located at 1061 Boston Post Road, Rye, New York, 10580. The bond money will be reimbursed to the RFRR once the following conditions have been met:

- 1) The City cannot pay any current trustee or other library official for any work that may be performed with respect to any of the Projects.
- 2) The RFRR shall engage an architect and/or engineer to draw up the required bid specifications/requirements and advertise and solicit bids in accordance with the General Municipal Law and all other applicable laws and regulations.
- 3) Once the bids are received, the RFRR Board of Trustees shall award the bid to the lowest responsible bidder subject to City Council approval of such award. Such approval from the City Council shall occur prior to the contract being signed.
- 4) Any contract shall be substantially similar to the City’s standard construction contract, including the necessary insurances, payment bonds, and performance bonds.
- 5) Once the City Council considers a bid award, it will also consider the waiver of any permit fees that may apply.

6) As the RFRR incurs costs as part of the Projects, the bills (with the appropriate supporting material) shall be submitted to the City Manager's office for reimbursement. The City will then issue the necessary funds directly to the RFRR.

7) If any of the costs incurred by the RFRR conflict and/or are inconsistent with any of the Projects, the City is not obligated to pay the RFRR for such costs.

8) At all times, the RFRR is solely responsible for paying any invoices in a timely manner and in accordance with the terms of the contract.

9) The City is not obligated to reimburse the RFRR for any expenses above the \$176,000 associated with the Projects.

10) The RFRR shall have full responsibility for all maintenance of and operating costs attributable to the Projects.

11) This MOA shall not be amended or otherwise modified unless it is written and agreed to by both the RFRR and the City.

By signing this MOA, the RFRR acknowledges that it has the ability to raise or otherwise obtain the necessary funds to fulfill its obligations under this MOA.

Agreed to as of the first day written above:

**City of Rye**

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By: Scott D. Pickup  
City Manager

**Rye Free Reading Room**

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By: \_\_\_\_\_  
President, Board of Trustees



# CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager's Office

DATE: July 10, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Authorization for the City Manager to execute an Inter-Municipal Agreement (IMA) with the Municipal Employee Benefits Consortium (MEBCO) for health insurance coverage for selected employees.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

**CHAPTER**

**SECTION**

**RECOMMENDATION:** That the Council authorize the City Manager to enter into the Inter-Municipal Agreement (IMA) with the Municipal Employee Benefits Consortium (MEBCO).

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Municipal Employee Benefits Consortium ("MEBCO") is a consortium comprised of municipal corporations for the purpose of providing medical and prescription drug coverage to the employees, dependents and retirees of its member entities. Organized under Article 5-G of the New York General Municipal Law, each municipal corporation enters into a cooperative agreement that outlines specifics of the program including responsibilities of MEBCO and MEBCO employer groups. The City of Rye joined MEBCO in 1990 insuring all active employees and retirees. Those currently insured under MEBCO include: active Police members, Police retirees under age 65, active Fire members, and Fire retirees.

See attached.

## **THE MUNICIPAL EMPLOYEES BENEFITS CONSORTIUM AGREEMENT**

This inter-municipal agreement (“Agreement”) of the Municipal Employee Benefits Corporation (“MEBCO”) amends, restates and supersedes the MEBCO agreement made on April 24, 1989 as amended through the date hereof (the “Prior MEBCO Agreement”) and is made as of June 24, 2013 (“Effective Date”), by and among the municipal corporations organized and existing under the laws of the State of New York that have, or in the future shall have, executed this Agreement and become members of MEBCO (each, a “Member” and collectively, the “Members”).

WHEREAS, Article 5-G of the New York General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;

WHEREAS, in accordance with the foregoing laws, the Members entered into the Prior MEBCO Agreement to cooperatively provide employee benefits including, but not limited to, health, dental, life, disability and worker’s compensation coverage to their employees and retirees and their families; and

WHEREAS, the Members wish to amend, restate and replace the Prior MEBCO Agreement with this Agreement.

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

### **ARTICLE I**

#### **Purpose, Consortium and Name**

Section 1.1. The purpose of this Agreement and of MEBCO shall be to provide Members with an opportunity to participate in a cooperative program for providing employee benefits (the “Program”). The Members that execute this Agreement hereby agree to continue the Consortium under the same federal tax identification number assigned by the IRS to MEBCO previously and to reconstitute the Program in accordance with the terms set forth in this Agreement. Each Member shall be responsible for its own claims and costs and shall pay its share into reserved funds for claims and insurance coverage. Nothing in this Agreement shall be construed to create any partnership among the Members.

Section 1.2. This Program shall be known as “Municipal Employee Benefits Consortium” or “MEBCO,” and its principal office shall be at such address as the Board of Directors of MEBCO shall determine.

### **ARTICLE II**

#### **Board Composition, Meetings and Voting**

Section 2.1. The governing board of MEBCO, responsible for management, control and administration of MEBCO and its sponsored plan(s), shall be referred to as the "Board of Directors" or the “Board.” The voting members of the Board shall be comprised of one representative of each Member, who shall have the authority to vote on any official action taken by the Board (each a "Director" or "Voting Director"). Each Director shall be designated in writing by the governing body of the Member and shall serve as a Director until the Member removes him or her in writing or he or she resigns in writing as a Director.

Section 2.2. In addition, the Board of Directors shall include two union Directors appointed as set forth in this Section 2.2. Each union that is the exclusive collective bargaining representative of any enrollee or group of enrollees covered by MEBCO plan(s) for one or more of the Members shall have the right to vote in November each year upon a representative to serve as a Director. The person receiving the most votes as designated in writing by the unions shall be the “at-large union director” for the following calendar year. In addition, the union which has the highest number of enrollees in the MEBCO plan(s) in November of each year shall serve as the “high enrollee union director” for the following calendar year. Each Board member designated under this section shall serve as a non-voting member of the Board (each a "Non-Voting Director") who shall have no authority to vote on any official action taken by the Board nor to move or second binding resolutions. The number of Non-Voting Directors shall not be taken into account when determining the existence of a quorum. Non-Voting Directors shall not be eligible to hold officer positions in MEBCO. Notwithstanding the foregoing, Non-Voting Directors may participate in Board deliberations and may propose and submit non-binding recommendations and/or resolutions to the full Board of Directors.

Section 2.3. Each Member understands and acknowledges that its Directors are responsible for attending scheduled meetings. If a Director cannot fulfill his/her obligations for any reason as set forth herein and the Member desires to designate a new Director, it must notify MEBCO's Chairperson in writing of its selection of a new designee to represent the Member as a Director.

Section 2.4. Directors shall receive no remuneration from MEBCO for their service and shall serve a calendar year term from January 1 through December 31.

Section 2.5. No Director may represent more than one Member.

Section 2.6. No Director, nor any member of a Director's immediate family, shall be an owner, officer, director, partner, or employee of any contractor or agency retained by MEBCO, including any third party contract administrator or consultant.

Section 2.7. Each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board,” as used herein and elsewhere in this Agreement, shall mean the total number of Voting Directors when there are no vacancies. Any action by the Board pursuant to this Agreement may be taken either at a meeting or in writing without a meeting signed by the Directors.

Section 2.8. Each Member may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Member, be authorized to exercise the Member’s voting authority. Only alternate Directors with voting authority shall be counted toward a quorum.

Section 2.9. A majority of the Voting Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. The Board shall meet on a regular basis, but not less than on a quarterly basis at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) between October 15th and November 15th of each year.

Section 2.10. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) days notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) days notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

Section 2.11. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of MEBCO, the Chairperson may send proposals regarding such actions via facsimile or email to each and all of the Directors. The Directors may then fax or email their approval or disapproval of said actions to the Chairperson. Upon receipt by the Chairperson of the requisite number of written approvals, the Chairperson may act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

### **ARTICLE III Board Authority**

Section 3.1. The Board of Directors shall have full and exclusive authority and power to make determinations and to take action on behalf of MEBCO with respect to the following matters:

- (a) To designate the banks or trust companies that are insured by the Federal Deposit Insurance Corporation (or any successor thereto) in which Member and MEBCO funds are to be deposited.
- (b) To elect and remove the members of the Executive Committee for any reason.
- (c) To appoint and remove Officers for any reason subject to any contract rights.
- (d) To fill any vacancy in the Board of Directors, the Executive Committee or in any of the officers of MEBCO.
- (e) To fix the frequency (no less than quarterly), time and place of Board of Director meetings.
- (f) To select and retain the outside independent certified public accountant to audit MEBCO.
- (g) To select and retain by written contract the third party administrator in accordance with the requirements of Article VI hereof.
- (h) To make any amendment of this Agreement that is in the best interests of MEBCO.
- (i) To renew or not renew this Agreement in accordance with Section 11.4 hereof and/or to terminate this Agreement and dissolve MEBCO in accordance with Section 11.1 hereof.
- (j) To remove a Member pursuant to the terms of Section 11.6 of this Agreement.

Section 3.2. The Board shall be free to use its own judgment and discretion in the foregoing matters pertaining to MEBCO. Directors shall not be personally liable for any acts or

omissions undertaken in good faith. The fact that such act or omission was advised by outside counsel, accountants or other qualified consultants or professional advisors retained by MEBCO shall be conclusive evidence of the good faith and best judgment of the Board and each Director.

**ARTICLE IV**  
**Executive Committee**

Section 4.1. The Executive Committee shall consist of between five (5) and seven (7) Voting Directors who shall serve two (2) year terms. The size of the Executive Committee (between five (5) and seven (7) members) shall be determined by the Chairperson, provided that the term of a member of the Executive Committee may not be shortened due to a reduction in the size of the Committee. The initial size of the Executive Committee shall be five (5) members. They shall be the Chairperson, Vice-Chairperson, Chief Financial Officer of MEBCO and additional Directors who shall all be elected by the Board of Directors by November 15 to serve for the following year. Membership on the Executive Committee shall be divided into two (2) classes of as nearly equal number as possible with staggered terms. One class shall consist of the officer-director members, and the other class shall consist of non-officer members. Notwithstanding anything in this Agreement to the contrary, the initial term of the non-officer members of the Executive Committee shall expire at the end of 2014, and the initial term of the officer-director members shall expire in 2015. Thereafter, one class shall be elected every year, and the members of the Executive Committee shall serve staggered two (2) year terms. Non-Voting Directors shall not be eligible to serve on the Executive Committee. The Executive Committee may meet at any time at the discretion of the Chairperson. The Executive Committee shall be free to use its own judgment and discretion in matters pertaining to MEBCO. Members of the Executive Committee shall not be personally liable for any acts or omissions undertaken in good faith. The fact that such act or omission was advised by outside counsel, accountants or other qualified consultants or professional advisors retained by MEBCO shall be conclusive evidence of the Executive Committee members' good faith and best judgment.

Section 4.2. The Executive Committee shall have full and exclusive authority and power to administer MEBCO in accordance with the terms and conditions of this Agreement, subject only to the powers reserved to the Board of Directors that are specified in Section 3.1. Without limiting the foregoing, the Executive Committee shall have the power and authority to make determinations and to take action on behalf of MEBCO with respect to the following matters:

(a) To make administrative override decisions regarding plan policies, determine appeal reviews for coverage denials and make plan exception decisions.

(b) To establish financial conditions for the entry of new Members into MEBCO and to levy assessments upon Members when such assessments are necessary to effectuate the purposes of this Agreement.

(c) To take all necessary action to ensure MEBCO is operated and administered in accordance with the applicable law.

(d) To enforce the performance of all obligations herein and to institute proceedings of any nature whatsoever to enforce the same, including, without limitation, litigation against Members for breach of their financial obligations to MEBCO.

(e) To make policies for the government, management and administration of MEBCO and to carry out the provisions of this Agreement.

(f) To invest and reinvest any moneys received hereunder in banks selected by the Board in federally insured savings accounts or bank certificates of deposit and to dispose of such funds and certificates of deposit at any time and from time to time as it deems appropriate in the best interests of MEBCO.

(g) To execute, verify or file, or to designate an Officer of MEBCO to execute, verify or file any instrument or document in writing on behalf of MEBCO.

(h) To approve annual budgets for MEBCO prior to October 15th of each year and determine the annual premium equivalent rates to be paid by each Member for each enrollee classification in the plan on the basis of sound rating methodology.

(i) To oversee the audit of receipts and disbursements of MEBCO and provide for independent audits and periodic financial and operational reports to Members.

(j) To contract with third parties, which may include Members, for the furnishing of goods and services reasonably needed in the efficient operation and administration of MEBCO, including, without limitation, accounting services, legal counsel, consulting services, insurance and actuarial services.

(k) To select and purchase stop-loss and other insurance on behalf of MEBCO.

(l) To remove a Member pursuant to the terms of Section 11.5 of this Agreement.

(m) To make amendment(s) or change(s) to the governance provisions set forth in Articles II through V of this Agreement, but only to the extent such amendment(s) or change(s) shall not financially harm any Member under this Agreement.

Section 4.3. Prior to October 15th of each year, the Executive Committee shall determine the monthly premium equivalent for each enrollee classification during the next year. The Executive Committee shall also approve all plan changes; provided that such changes shall not become effective until the Board of Directors has been notified in writing of such changes in reasonable detail and has held a Board meeting in which the Executive Committee will be available to answer questions regarding the changes.

Section 4.4. Each member of the Executive Committee shall be entitled to one vote. A majority of the entire Executive Committee, not simply those present, is required for the Executive Committee to take any official action, unless otherwise specified in this Agreement. The "entire Executive Committee," as used in this Agreement, shall mean the total number of persons on the Executive Committee when there are no vacancies. Any action by the Executive Committee pursuant to this Agreement may be taken either at a meeting or in writing without a meeting signed by the members of the Executive Committee required to take the action.

Section 4.5. A majority of the members of the Executive Committee shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Executive Committee. A quorum is required for the Executive Committee to conduct any business. The Executive Committee shall endeavor to meet on a monthly basis, but not less than every other month at a time and place within the State of New York determined by a vote of the Executive Committee.

Section 4.6. Special meetings of the Executive Committee may be called at any time by the Chairperson or by any two (2) members of the Committee. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) days' notice to all of the other members of the Executive Committee. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) days notice cannot be given, each member of the Executive Committee shall be given such notice as is practicable under the circumstances.

Section 4.7. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of MEBCO, the Chairperson may send proposals regarding such actions via facsimile or email to each and all of the members of the Executive Committee. The members of the Executive Committee may then fax or email their approval or disapproval of said actions to the Chairperson. Upon receipt by the Chairperson of the requisite number of written approvals, the Chairperson may act on behalf of the Executive Committee in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this Section 4.7 may, at the Chairperson's option, be ratified by the Executive Committee at the next scheduled meeting of the Executive Committee.

Section 4.8. The Executive Committee shall purchase from MEBCO funds and maintain directors' and officers' liability insurance in such amounts of coverage as it may determine at its discretion.

## **ARTICLE V** **Officers**

Section 5.1. At the annual meeting to be held in November of each year, the Board of Directors shall elect from its Directors a Chairperson, Vice Chairperson, Chief Financial Officer and Secretary who shall serve for a term of two (2) years or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board. The Board shall appoint a Chief Executive Officer (CEO) who need not be a Director and may be a paid employee or consultant of MEBCO. The CEO shall serve in such office until removed by the Board or he or she resigns, subject to any contract rights and obligations.

Section 5.2. Officers of MEBCO and employees of any third party vendor, including, without limitation, the officers and employees of any Member who participate in the operation of MEBCO shall not, as such, be deemed employees of MEBCO. The officers of MEBCO (other than the CEO) shall serve without compensation from MEBCO but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of their duties.

Section 5.3. The Chairperson shall serve as the MEBCO "Plan Administrator" who shall execute all plan documents at the direction of the Executive Committee and/or the Board as applicable. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board and Executive Committee. The Chairperson of the Board is responsible for MEBCO's strategic planning and overall operations and the management, development and the effective performance of the Board of Directors and Executive Committee. The Chairperson provides leadership to the Board and Executive Committee for all aspects of their work. The Chairperson acts in an oversight and advisory capacity to the CEO and to other officers in all matters concerning the interests and management of the Corporation. The Chairperson is available to consult regularly with the CEO.

Section 5.4. The CEO shall be the chief executive officer of MEBCO and shall report to the Board, Executive Committee and Chairperson of MEBCO. The CEO shall have general supervision over the business and affairs of MEBCO and shall lead the implementation of the resolutions and policies of the Board of Directors. The CEO shall supervise the day-to-day activities of MEBCO, including the processing, investigation and payment of claims in consultation with the Third Party Administrator and other advisors retained by MEBCO.

Section 5.5. The Chief Financial Officer (“CFO”) shall act as the chief financial officer of MEBCO and shall oversee all monies either received or expended by MEBCO. The CFO shall have substantial training and experience in fiscal management or accounting and may be a fiscal officer of a Member. The CFO shall implement the following fiscal oversight of MEBCO:

(a) Monies collected by MEBCO may be maintained in a common bank account, but the funds of each Member shall be accounted for separately. The CFO shall oversee payments and disbursements in accordance with procedures developed by the Executive Committee.

(b) The CFO shall be bonded for all monies of MEBCO and the Members. The amount of such bond shall be established annually by the Executive Committee.

(c) The CFO may invest moneys not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments.

(d) The CFO shall ensure that there is a detailed accounting of MEBCO's reserve funds, if any, separate and apart from all other funds of MEBCO.

(e) The CFO shall cause to be prepared and shall furnish to the Board, Executive Committee, the Members and the Board's consultants: (1) an annual audit by an independent certified public accountant of the financial condition, accounting procedures and internal control systems of MEBCO; (2) an annual report and quarterly reports describing MEBCO's current financial status; and (3) an annual independent actuarial opinion on the financial soundness of MEBCO, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current plan year and projected for the next plan year.

Section 5.6. The Secretary shall ensure that MEBCO retains custody of all reports, statements and other documents of MEBCO and shall take minutes of each Board meeting and each Executive Committee which shall be voted upon for approval by such bodies at their subsequent meetings.

## **ARTICLE VI**

### **Third Party Administrator**

Section 6.1. The Board of Directors shall retain a company to act as a “Third Party Administrator” to process MEBCO claims and assist the Board and Executive Committee in the management of the Program. The Third Party Administrator shall possess the experience and qualifications required to analyze, design and administer MEBCO's employee benefits programs. The Third Party Administrator shall perform claims administration, premium collection, enrollment, HIPAA compliance and other administrative functions required to operate the Program and administer the plan(s). It shall monitor and evaluate the benefits options offered to Member employees to ensure that they are competitive, cost-effective and compliant with legislative developments. The Third Party Administrator shall maintain communications with

Members as well as other providers of service to MEBCO. The Third Party Administrator shall manage and administer the Program subject to the control and direction of the Executive Committee and Board of Directors.

**ARTICLE VII**  
**Administration of Funds**

Section 7.1. The Members of MEBCO shall contribute to MEBCO such moneys as determined by the Executive Committee to be necessary to establish, maintain, and manage a group benefits Program. The Executive Committee shall set assessments and charges against Members in such manner and at such times as it determines are in the best interests of MEBCO, including how deficits will be paid off by Members and credits will be granted due to Member surpluses. Members must promptly pay all dues, assessments, premiums and other charges determined by the Executive Committee and shall pay interest on all such amounts commencing ten (10) days after written notice of the amount due. Interest shall accrue at the prime rate as published in The Wall Street Journal plus three percent (3%). The Executive Committee may waive interest charges that otherwise would be imposed on a Member for up to three (3) consecutive months upon the Member's petition to the Committee for such relief.

Section 7.2. The Executive Committee shall promulgate policies to establish, maintain and administer an employee benefits Program. The Executive Committee shall periodically, but not less than quarterly: (i) review and approve loss records and management reports; (ii) review and make management recommendations which shall be adhered to by the Members; (iii) study the utilization of benefits for the purpose of devising methods to improve coverage and reduce costs through loss prevention; and (iv) take such other action as they deem necessary to institute guidelines for the prevention of losses by the participating Members. The Executive Committee shall set contribution levels and minimum standards of performance as a condition for initial participation and continuing participation in the Program. A Member shall comply to the fullest extent with these standards, and the Executive Committee shall have the power to expel a Member from the group for non-compliance.

Section 7.3. The Executive Committee shall meet at least monthly to discuss such areas as claims administration, benefit levels, communications with employees and retirees, eligibility, rules and regulations and other matters as deemed necessary. The Executive Committee shall render monthly reports to the Members of the activities of MEBCO and disbursement of funds received. The Executive Committee shall maintain records to evaluate compliance with the minimum standard of performance and will make or cause to be made periodic inspections of the Members' records relating to the Agreement to determine compliance by individual Members. The Executive Committee shall prepare or cause to be prepared an annual report covering programs, financial results and any other information deemed necessary and appropriate by the Committee.

Section 7.4. MEBCO shall use and apply the funds received by MEBCO:

(a) To pay or provide for the payment of all reasonable and necessary expenses of administering the affairs of MEBCO, including, without limitation, the employment of such administrative, legal, expert and clerical assistance, printed matter, supplies and equipment as the Executive Committee, in its discretion, finds necessary or appropriate.

(b) To establish and accumulate a reserve based on actuarial projections in an amount which the Executive Committee may deem advisable to carry out the purposes of MEBCO. Such reserve shall be used by the Executive Committee in its discretion for the purposes of MEBCO whenever no other moneys are available for such purposes.

Section 7.5. All moneys received by MEBCO shall be deposited in such bank or banks as the Board of Directors may designate for that purpose, and all withdrawals of moneys from such bank or banks shall be made only by check or electronic transfer, signed or authorized by a person or persons authorized by the Executive Committee to sign and countersign or authorize or co-authorize. Each person who is authorized to make payments from MEBCO accounts and funds as specified in this Agreement or who may be engaged in handling moneys or securities held by MEBCO shall be bonded at the expense of MEBCO by a surety company rated good (b+) or better in such amount or amounts as may from time to time be required by the Executive Committee.

Section 7.6. Title to all of the moneys paid into MEBCO and all of the property of MEBCO shall be vested in and remain exclusively in MEBCO. Notwithstanding the foregoing, however, funds contributed by each Member shall be separately accounted for, and the claims, charges, expenses and costs of the Program attributable to the enrollees of such Member shall be paid from such Member's funds or from insurance covering such claims purchased by MEBCO. No benefits, moneys or property of MEBCO shall be subject in any manner to alienation, sale, transfer, assignment, pledge, encumbrance or charge except as expressly permitted by the Executive Committee, and any attempts to do so shall be void.

Section 7.7. The Executive Committee may establish and periodically amend the terms on which MEBCO's claims will be funded, insured and paid. Such terms may include the establishment of tiers consisting of monetary ranges of claims and the means of funding, insuring and paying the claims that fall within each such tier. For example, tier one might consist of claims in amounts up to \$75,000 to be self-funded by each Member and tier two might consist of claims in excess of \$75,000 to be covered (in whole or part) by an insurance product. The Executive Committee may direct MEBCO to purchase insurance products to cover claims within such tiers in accordance with sound actuarial practices as recommended by MEBCO's consultants. Such insurance may be traditional claim-specific "stop-loss" insurance, aggregate loss insurance or such other insurance products as the Executive Committee deems advisable and in the best interests of MEBCO. The premium costs for insurance purchased by MEBCO claims shall be assessed to each Member based on its experience rating as determined by the Executive Committee in consultation with its advisors. Each Member shall pay its premium assessment to MEBCO, and the Executive Committee shall use such funds to pay for the insurance coverage.

## **ARTICLE VIII** **Audits and Reports**

Section 8.1. The Executive Committee shall keep true and accurate books of account and records of all transactions of MEBCO, which shall be audited annually by an independent certified public accountant selected by the Board of Directors. Annually after the close of the plan year, the Executive Committee shall ensure that a statement and independent actuarial opinion shall be prepared on the financial soundness of the plan, including the contribution or premium equivalent rates and reserves, both as paid in the current plan year and projected for the

next plan year. Such reports shall be made available for inspection by Members at such place as may be designated by the Executive Committee.

**ARTICLE IX**  
**HIPAA Compliance**

Section 9.1 MEBCO engages in various activities to offer a self-insured group health plan and other plans that may be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Each Member agrees to comply with the requirements of HIPAA and to use and disclose the protected health information (“PHI”) of plan enrollees in accordance with the HIPAA Privacy Rule and Security Rule. Each Member shall maintain the confidentiality of all such PHI in compliance with HIPAA and applicable New York State laws. Each Member also shall ensure that all of its employees, officers, and agents shall comply with such laws with respect to PHI to which they have access on behalf of MEBCO.

**ARTICLE X**  
**Participation in MEBCO**

Section 10.1. The term “Member” as used herein shall mean each municipal corporation as defined under N.Y. Ins. Law § 4702(f) within the State of New York that has been approved by the Board of Directors for admission to become a member of MEBCO, has elected to participate in MEBCO by a resolution of its governing body, and has adopted, executed and subscribed to this Agreement.

Section 10.2. A Member who participates in the Program in accordance with the provisions of this Article X shall continue to participate in MEBCO until participation is terminated as provided in Sections 11.5 or 11.6 of Article XI.

Section 10.3. Upon the separation of a Member from participation in MEBCO, all its right, title and interest in and to MEBCO funds shall terminate except that the Member shall be entitled to receive its share of any amount previously declared due and owing the Member by the Executive Committee but which has not been paid net of all amounts owed by the Member to MEBCO. Any Member that voluntarily withdraws as a Member or is terminated as a Member for any reason shall pay MEBCO for liabilities accrued or incurred prior to the date of separation in such amounts as determined by the Executive Committee. Upon any separation from MEBCO, MEBCO shall be entitled to retain surplus funds of the withdrawing or terminated Member for a period of at least one hundred and eighty (180) days or such longer period as the Executive Committee may determine is required to assure that as all claims and costs incurred by or on behalf of the Member are fully satisfied. The Executive Committee may levy such assessments on the separating Member as the Committee determines are necessary to cover the Member’s claims and costs, and the Member shall promptly pay such assessments. The determination of the Executive Committee under this Article X shall be conclusive.

Section 10.4. A Member in good standing may voluntarily terminate its participation in MEBCO upon not less than ninety (90) days prior written notice to the Executive Committee. Such Member shall pay MEBCO for any and all liabilities accrued or incurred prior to the date of termination, in such amounts as determined by the Executive Committee.

Section 10.5. Each Member hereby represents and warrants to each of the other Members as follows:

(a) The Member understands and acknowledges that the duly authorized decisions of the Board and Executive Committee constitute the collective will of each of the Members as to those matters within the scope of the Agreement.

(b) The Member understands and acknowledges that the decisions of the Board and Executive Committee made in the best interests of MEBCO may, on occasion, temporarily disadvantage one or more of the individual Members.

(c) The Member represents and warrants that its designated Director or Member of the Executive Committee understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which MEBCO operates.

(d) This Agreement has been duly and validly executed and delivered by the Member and constitutes a valid and legally binding obligation of the Member, enforceable against the Member in accordance with its terms

(e) The Member understands and acknowledges that, absent bad faith or fraud, any Member's vote approving any action of MEBCO renders that action immune from later challenge by that Member.

(f) The execution, delivery and performance of this Agreement by the Member and the consummation of the transactions contemplated hereby do not and will not (a) contravene any law which affects or binds the Member, (b) conflict with, result in a breach of or constitute a default under any material agreement or other material instrument to which the Member is a party, or (c) require the Member to obtain the approval, consent or authorization of any governmental authority which has not been obtained in writing prior to the date of this Agreement.

(g) No action, suit, claim, investigation or proceeding is pending or, to the knowledge of the Member, threatened, at law or in equity, against the Member which, if determined adversely to the Member, could reasonably be expected to interfere in any material respect with the ability of the Member to perform its obligations pursuant to this Agreement.

Section 10.6. Each Member agrees to indemnify each other Member and its officers, agents and employees against all liability, damage, cost and expense (including reasonable attorney fees and costs) from, or arising out of, the Member's breach of its representations and warranties set forth in Section 10.5 above.

## **ARTICLE XI**

### **MEBCO DISSOLUTION; RENEWAL; EXPULSION**

Section 11.1. MEBCO may be terminated and dissolved at any time by the vote of two thirds (2/3) of the entire Board of Directors. If such determination is made, MEBCO shall be dissolved three hundred and sixty-five (365) days after written notice to the Members.

Section 11.2. In the event of termination of MEBCO by lapse of time or otherwise, the Board shall develop a plan for winding-up MEBCO's affairs in an orderly manner designed to result in timely payment of all benefits. Each Member shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists after the affairs of MEBCO are closed. No part of any funds of MEBCO shall be subject to the claims of general creditors of any Member until all MEBCO benefits and other MEBCO obligations have been satisfied. Any surplus or deficit shall include recognition of any claims/expenses incurred at the

time of termination, but not yet paid. Such pro rata share shall be based on each Member's relative premium contribution to the plan as a percentage of the aggregate premium contributions to the plan during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.

Section 11.3. Upon termination of MEBCO, the Executive Committee shall forthwith notify each Member and at that time, any other person, firm or corporation with whom MEBCO is dealing, and shall continue to function for the purpose of dissolution, and may take any action appropriate or required to wind down and terminate the affairs of MEBCO. In any instrument or instruments executed by the Board of Directors and Executive Committee pursuant to this Article XI, any person, firm or corporation dealing with the Board of Directors or Executive Committee may rely upon the signature of the Board of Directors or Executive Committee serving at that time.

Section 11.4. The continuation of MEBCO under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date"). Unless two thirds (2/3) of the Board of Directors vote to not renew the Agreement, the Board shall be deemed to have approved the continuation of MEBCO under the terms of the existing Agreement until the next Review Date.

Section 11.5. A Member may be terminated at the discretion of the Executive Committee from MEBCO in accordance with the criteria set forth in this Section 11.5 if the Executive Committee determines that:

(a) The Member has engaged in misconduct or a breach of this Agreement of such a material nature as to render its continued membership and participation in MEBCO detrimental to MEBCO or has acted or failed to act in a way that threatens the financial well-being or legal rights of MEBCO;

(b) The Member has acted fraudulently or has otherwise acted in bad faith with regards to MEBCO, or toward any individual Member concerning matters relating to MEBCO;

(c) The Member has repeatedly refused or failed to provide information pertaining to the Member's membership in MEBCO reasonably requested by the Executive Committee or Board; or

(d) The Member has failed to pay any invoice, charge, claim, assessment or deficiency after receiving written notice of such amount due.

(e) Upon such a finding by a majority of the members of the Executive Committee (excluding the Committee member who was appointed as a Director by the Member under consideration), the subject Member shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Executive Committee. If upon the expiration of the sixty (60) day period, the Member has not cured the wrongdoing to the satisfaction of the Executive Committee, the Member's membership in MEBCO shall thereupon terminate.

Section 11.6. Members may be terminated at the discretion of the Board of Directors for any reason or no reason upon the vote of at least seventy five percent (75%) of the entire Board of Directors after receiving one hundred and eighty (180) days written notice of such termination.

Section 11.7. The Members agree that determinations by the Executive Committee under Section 11.5 and by the Board of Directors under Section 11.6 to remove a Member from MEBCO shall be final.

**ARTICLE XII**  
**Miscellaneous**

Section 12.1. The Members shall furnish to the Executive Committee such records and any other information that the Executive Committee may require in connection with the administration of MEBCO. The Executive Committee shall have the right to inspect and to audit at all reasonable times such records of each Member as are pertinent to the accuracy and comprehensiveness of any report required by the Executive Committee.

Section 12.2. The Agreement shall be construed and interpreted in accordance with the laws of the State of New York and enforceable in the courts in Westchester County.

Section 12.3. No waiver by a Member of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition. The failure of any party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements or conditions in this Agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 12.4. If any provision, paragraph, sentence, clause or word of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, clause or word had not been contained herein.

Section 12.5. This Agreement may be executed in counterparts, any of which shall be regarded for all purposes as duplicate originals.

Section 12.6. All notices of any nature referred to in this Agreement shall be in writing and sent by registered, certified or overnight mail postage prepaid to such addresses as the respective parties hereto may designate in writing.

Section 12.7. The Members shall have access to certain proprietary and confidential information of MEBCO, including, without limitation, risk covering methods, insurance premiums, claims data, projections, claims experience, contribution levels, pricing, financial arrangements, claims processing and payment and protocols (“Confidential Information”). Accordingly, each Member shall not disclose or use any Confidential Information for the benefit of any person or entity other than MEBCO and shall cause its employees, officers, agents and contractors not to disclose or use any Confidential Information for the benefit of any person or entity other than MEBCO. In addition, as a condition of serving as Directors, Executive Committee members and Officers of MEBCO, individuals shall be required to execute an agreement to protect the confidentiality of MEBCO’s Confidential Information.

Section 12.8. This Agreement may be amended to any extent at any time, and from time to time, by the Board of Directors, except that no amendments shall be made which will deprive the Members of any funds or vested rights to which they are entitled.

IN WITNESS WHEREOF, the Members have executed this Agreement as of June 24, 2013.

[MEMBER NAME]

BY: \_\_\_\_\_

Title: \_\_\_\_\_

[MEMBER NAME]

BY: \_\_\_\_\_

Title: \_\_\_\_\_

[MEMBER NAME]

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Form Resolutions for Approval of Revised MEBCO IMA  
and  
Appointment of Director and Alternate Director to  
Reconstituted Board of MEBCO

**RESOLVED** that the inter-municipal agreement (“Amended IMA”) of the Municipal Employee Benefits Consortium (“MEBCO”), which, effective on June 24, 2013, amends, restates and supersedes the MEBCO agreement made on April 24, 1989 (“1989 Agreement”), by and among the municipal corporations organized under the laws of New York that shall execute the Amended IMA is hereby adopted and approved in all respects;

**RESOLVED** that [person authorized to sign on behalf of municipal corporation] is hereby authorized and directed to execute and deliver the Amended IMA in the form presented at this meeting, a copy of which shall be attached to the minutes of this meeting as Exhibit A, in the name of and on behalf of [name of municipality] as of June 14, 2013;

**RESOLVED** that the 1989 Agreement be terminated and all director(s) appointed by [name of municipality] to MEBCO under the 1989 Agreement be terminated simultaneous with the effective time of the Amended IMA and the effective time of the election of the successor Director and Alternate Director; and

**RESOLVED** that \_\_\_\_\_ is hereby elected as Director and \_\_\_\_\_ is elected as Alternate Director on behalf of [name of municipality] effective as of June 24, 2013 to serve on the MEBCO Board of Directors under the Amended IMA until their successors have been elected and have qualified, or until their earlier removal by [municipality] or their resignation.

## MEBCO Executive Summary July 1, 2013

Municipal Employee Benefits Consortium (“MEBCO”) is a consortium comprised of municipal corporations for the purpose of providing medical and prescription drug coverage to the employees, dependents and retirees of its member entities. Organized under Article 5-G of the New York General Municipal Law, each municipal corporation enters into a cooperative agreement that outlines specifics of the program including responsibilities of MEBCO and MEBCO employer groups.

The following is a summary of the funding arrangement of MEBCO including how rates are set on an annual basis, the annual reconciliation of surpluses’ and deficits and minimum balance requirements of each MEBCO employer group.

**Funding Arrangement** – Today, each MEBCO employer group is responsible for the ultimate cost of their insurance with no protection for large claims or aggregate (maximum claims) protection in any one year. Revenues are generated using premium equivalents and expenses including paid claims, administrative fees are deducted from revenues thereby generating a surplus and/or deficit for the specific period. Surpluses/deficits are carried forward from month to month and year to year with the only adjustment requiring an additional months of premium if claims are greater than the month average.

Effective July 1, 2013, each MEBCO employer group will be responsible for the first \$75,000 of each and every claims (herein referred to as the “working layer”). Any claim above \$75,000 is covered by a Specific/Aggregate insurance program provided by Health Insurance Company of America (“HICA”). The program includes a \$3,000,000 MEBCO retention that MEBCO members will cover on a shared risk basis. The HICA insurance provides aggregate coverage above \$3,000,000 in claims in the shared layer, specific coverage for any claim above \$500,000 and first dollar coverage above \$75,000 if aggregate coverage is exhausted. The cost of the insurance is approximately \$400,000 and MEBCO will fund \$2,613,000 in Year 1 which will be apportioned to each MEBCO member on a PCPM basis. Any claims in excess of the \$2,613,000 funded amount within the \$3,000,000 layer will be covered by member contributions on a PCPM basis.

### Shared Layer:

**HICA Spec/Agg Program:**  
HICA insurers 100% of all claims above aggregate of \$3,000,000; once aggregate exhausted deductible resets to \$75,000

**Working Layer:**  
Self-Funded by Employer for first to \$75k specific (no aggregate)

### 1. Shared Layer

- a. HICA Spec/Agg Program
  - i. 100% Insurance above \$3,000,000 in aggregate claims
  - ii. Specific coverage at \$500,000 any one claim
  - iii. Once aggregate reached, HICA responsible for 100% of all claims > \$75,000 per
  - iv. HICA policy at cost of \$400,000 approximately.
- b. MEBCO funds retention of \$3m on a PCPM basis at \$191 totaling \$2,613,000.
- c. Projection based upon historical claims

### 2. Working Layer

- a. Self-Funded for each employer group
- b. No Aggregate; See below rate development and reconciliation

# Lawley

Lawley Benefits Group

**Annual Rate Development** – annually no later than October 1<sup>st</sup>, base rates will be determined by MEBCO using the following methodology and subject to final approval by MEBCO Trustees:

- ✓ 12 months of incurred/15 months paid claims for the period 07/13 – 6/14 for working layer
- ✓ Plus: weighted average of 24 months of aggregate claims for Shared Layer
- ✓ Less: Elimination of all claims above deductible of \$75,000
- ✓ Plus: Trending forward claims using actual MEBCO trends based on 2 year average for Medical and Rx
- ✓ Plus: Benefit Level Adjustments for changes in plan design
- ✓ Plus: Addition/subtraction for annual administrative expenses, applicable taxes, insurance and other trust expenses

For 2014, the projected base rate adjustment (as of May 20, 2013) is at 3.1%.

**Calculation of Minimum Balance Requirements** – each MEBCO employer is required to have at all times the combination of (1) projected run-out of all claims as determined by MEBCO plus (2) a minimum amount of margin as determined by MEBCO. This calculation will be provided monthly to each MEBCO member and the annual requirement for reconciliation will be provided as part of the rate renewal no later than October 1<sup>st</sup> of each year.

**Annual Reconciliation Adjustments** – surpluses and deficits are measured as the combination of aggregate financial performance plus the minimum balance requirements. MEBCO's philosophy is to amortize these adjustments over a 3 year period or provide 33% reconciliation in any one plan year. On October 1<sup>st</sup> of each year, all surpluses and deficits will be determined in the aggregate and adjustments will be determined in the aggregate. If you're a MEBCO member in a surplus, you receive your pro-rata share of the annual adjustment. If you're a MEBCO member in a deficit, you receive your pro-rata share of the annual adjustment.

For 2014 as of May 20, 2013, groups in a surplus will receive a 10% decrease against the base and groups in a deficit a 7% increase. Attached are projected rates as of May 20, 2013.

**Reporting** – each month, MEBCO employer groups will receive a monthly financial statement showing prior plan year's historical performance, current plans years performance against budget, and the minimum balance requirements.

**Termination** – any MEBCO employer group who elects to terminate their relationship with MEBCO, will be subject to the terms and conditions of the MEBCO agreement.



# CITY COUNCIL AGENDA

NO. 18

DEPT.: City Manager

DATE: September 12, 2012

CONTACT: Scott Pickup, City Manager

**ACTION:** Resolution of support for a Letter of Interest for projects to qualify for the Hazard Mitigation Grant Support Program.

**FOR THE MEETING OF:**

September 12, 2012

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council provide a Resolution in support of the City submitted Letter of Interest for the Hazard Mitigation Grant Support Program.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Governor Andrew M. Cuomo announced a call for projects to be funded by the Hazard Mitigation Grant Program (HMGP) to assist local governments and non-profit organizations to rebuild stronger, more resilient communities across all 62 counties in NY State. These efforts are aimed at increasing the State's resiliency, mitigating the risks of loss and damage associated with future disasters, and reducing hardship. Over \$500 million is expected to be available for the program. The City has submitted the project *Blind Brook Stream Gauge Monitoring and Flood Warning System* with an estimated project cost of \$225,000. If approved, FEMA provides 75% funding of \$168,750; the City must provide the 25% match funding in the amount of \$56,250.

See attached information and City submitted electronic Letter of Interest.

## The Hazard Mitigation Grant Program

The source of funds is through FEMA, and provides up to 75% reimbursement of eligible costs up to the amount of the award. In-kind services or materials may be used toward the 25% non-Federal match. The State of New York, acting through State Office of Emergency Management, is the applicant for FEMA's HMGP. Eligible sub-applicants are State-level agencies, local governments, and Private Non-Profits (PNPs) that perform a government-like function.

This grant program provides the opportunity to invigorate New York's economy, encourage innovation, improve technology, and increase the quality of life for New Yorkers while developing a more crisis-ready New York State. To move these initiatives forward, the State will make the HMGP available statewide and across a range of sectors, giving preference to proposals that:

- Are in a county declared in Hurricane Irene, Tropical Storm Lee or Superstorm Sandy.
- Ensure continuity of critical services by reducing the risk of damage and loss of function from flooding and other hazards (including storm surge) at government, private non-profit, and private sector facilities.
- Protect and enhance the reliability and resilience of transportation, communications or energy infrastructure through traditional or innovative mitigation measures: for example, by burying vulnerable power lines or installing outage management systems; storm-proofing vulnerable cell towers with back-up power systems to ensure uninterrupted communications in emergencies; protecting rail or road corridors against flooding; or mitigating scour-critical bridges or culverts.
- Provide green, natural or innovative technological solutions to long-term threats: for example, by constructing or reinforcing natural barriers to protect coastal communities; implementing new technologies to minimize damage to facilities in floodplains; or purchasing and modifying land to provide buffer zones to protect communities and their infrastructure.
- Implement permanent back-up power systems to ensure continuity of power during and after a disaster: for example, by installing combined heat and power (CHP) systems in a critical facility serving vulnerable populations; or wiring for generators to ensure capacity to maintain power during and after such a disaster.
- Implement the eligible mitigation recommendations from the NYS Ready, the NYS Respond, and the NYS 2100 Commissions, or those identified by a county's assessment of its emergency response capacity.
- Enhance the ability of the State and/or local governments to monitor rain, streams and/or tides, to provide advance flood warnings and evacuation notices, or to provide other situational awareness during a disaster: for example, by installing stream/water level monitoring system to provide evacuation alerts.
- Provide training for local floodplain administrators and code officials to perform post-storm inspections required under local law and State Code to speed recovery.
- Realize permanent flood mitigation solutions: Removing structures from a floodplain, or relocating them to higher ground. (This includes the acquisition of homes damaged after June 30, 2012 that do not qualify for existing NYS or NYC housing recovery programs for survivors of Superstorm Sandy, Hurricane Irene and Tropical Storm Lee.)

**RESOLUTION AUTHORIZING THE SUBMISSION TO THE HAZARD  
MITIGATION GRANT PROGRAM (HMGP)  
TO BE CONSIDERED FOR FEMA FUNDING FOR A BLIND BROOK  
STREAM GAUGE MONITORING AND FLOOD WARNING SYSTEM**

**WHEREAS**, in 2013 Governor Andrew M. Cuomo announced a call for projects to be funded by the Hazard Mitigation Grant Program (HMGP) to assist local governments and non-profit organizations to rebuild stronger, more resilient communities across New York State; and

**WHEREAS**, these efforts are aimed at increasing the State's resiliency, mitigating the risks of loss and damage associated with future disasters, and reducing hardship with over \$500 million expected to be available for the program; and

**WHEREAS**, the project must be in a County declared in Hurricane Irene, Tropical Storm Lee or Superstorm Sandy; and

**WHEREAS**, the project should ensure continuity of critical services by reducing the risk of damage and loss of function from flooding and other hazards; and

**WHEREAS**, the project should enhance the ability of the State or local government to monitor rain, streams and/or tides, to provide advance flood warnings and evacuation notices, or to provide other situational awareness during a disaster: for example, by installing stream/water level monitoring system to provide evacuation alerts; and

**WHEREAS**, the State of New York, acting through State Office of Emergency Management, is the applicant for FEMA's HMGP; and

**WHEREAS**, the City has submitted the project *Blind Brook Stream Gauge Monitoring and Flood Warning System* with an estimated project cost of \$225,000 with FEMA providing 75% funding and a local share of 25% match funding; and

**NOW, THEREFORE BET IT RESOLVED**, that the Rye City Council authorizes the submission to the Hazard Mitigation Grant Program (HMGP) to be considered for FEMA funding; and be it further

**RESOLVED**, that if the project is approved, the City of Rye will commit \$56,250 for local share funding with FEMA funding providing \$168,750 of the total project cost of \$225,000; and be it further

**RESOLVED**, that the City Council of the City of Rye authorizes the City Manager to continue to seek opportunities to address flooding issues and reduce the risk of damage from storm events for the City of Rye.



# CITY COUNCIL AGENDA

NO. 19

DEPT.: Corporation Counsel

DATE: July 10, 2013

CONTACT: Kristen K. Wilson, Corporation Counsel

**ACTION:** Resolution to approve the designation and appointment of staff to accept notices of claim from the Secretary of State.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council designate the City Clerk as the designee of claims from the Secretary of State.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The State has enacted a new "Uniform Notice of Claim Act" effective June 17, 2013, which establishes a uniform procedure for serving a notice of claim prior to the commencement of an action against any state or municipal entity, public authority or public benefit corporation. All covered entities entitled to a notice of claim under existing law will now be subject to the requirements of General Municipal Law 50-e. The most significant change for all municipal clients is that, as an alternative to other permissible forms of service, notices of claim will be permitted to be served on the New York Secretary of State at a location to be designated. Once served, the Secretary of State must forward a copy to the entity named in the notice of claim. Covered entities, such as the City, are required to file a certificate with the Secretary of State identifying the name and address to which the notice should be sent. A \$250 filing fee will be paid by the claimant and split between the Secretary of State and the covered entity. The City Clerk is proposed as the person to designate and appoint since the Clerk's office currently handles all notices of claim that are served in person to the City.

See attached Resolution.

**RESOLUTION DESIGNATING THE NEW YORK STATE SECRETARY OF STATE  
AS AGENT FOR SERVICE OF A NOTICE OF CLAIM**

**WHEREAS**, the New York State Senate has passed, and the New York State Governor has signed into effect, the Uniform Notice of Claim Act (hereinafter the “Act”); and

**WHEREAS**, Section Six (§ 6) of the Act amends the General Municipal Law by adding a new Section Fifty-Three (§ 53), effective June 15, 2013; and

**WHEREAS**, the City of Rye must file such Certificate with the Secretary of State no later than thirty (30) days of the date upon which General Municipal Law § 53 took effect;

**WHEREAS** the Uniform Notice of Claim Act amends New York State General Municipal Law to allow notices of claim against cities and villages to be served upon the New York Secretary of State as an agent for New York's public corporations; and

**WHEREAS** pursuant to the Uniform Notice of Claim Act, the New York State Department of State will forward any notice of claim served upon it to the individual city or village designated to receive the notice of claim, and

**WHEREAS** pursuant to the Uniform Notice of Claim Act, each city and village within New York must designate the New York Secretary of State as the local government's agent for the service of notices of claim, must provide the name and address of an official designee to which the Secretary of State will forward any notice of claim, and provide the applicable time limit for filing a notice of claim,

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Rye hereby designates the New York Secretary of State as the City of Rye's agent for the service of notices of claim, and

**BE IT FURTHER RESOLVED** that the City Council of the City of Rye hereby appoints the City Clerk as the designee to which the New York Secretary of State will forward any notice of claim, located at 1051 Boston Post Road, Rye, NY 10501, and

**BE IT FURTHER RESOLVED** that any notice of claim filed with the City of Rye must be provided within 90 days of the incident to which it refers.



# CITY COUNCIL AGENDA

NO. 21

DEPT.: Boat Basin

DATE: July 10, 2013

CONTACT: Peter T. Fox, Boat Basin Supervisor

**ACTION:** Designation of one member to the Boat Basin Nominating Committee.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council designate the individual elected to serve on the Boat Basin Nominating Committee.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

See attached memorandum of Boat Basin Supervisor dated June 7, 2013.

**City of Rye Marina  
Memorandum**

**Memo To:** Scott Pickup, City Manager  
Rye City Council

**From:** Peter T. Fox, Boat Basin Supervisor

**Subject:** 2013 Nominating Committee

**Date:** June 7, 2013

The following names have been appointed for the Boat Basin Nominating Committee for the 2013 Boat Basin Commission Elections:

1. Greg Gavlick, Commission Member not up for re-election.
2. Ford Winters – Permit holder elected to Nominating Committee in last election August 2012.

Please submit to the City Council for approval, call me if any further information is needed.

Thank you for your consideration.

Peter T. Fox, Supervisor  
City of Rye Marina



# CITY COUNCIL AGENDA

NO. 22      DEPT.: City Council      DATE: July 10, 2013  
CONTACT: Mayor French

**AGENDA ITEM:** One appointment to the Flood Advisory Committee for a three-year terms expiring on January 1, 2016, by the Mayor with Council approval.

**FOR THE MEETING OF:**  
July 10, 2013  
**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That the Council approve the appointment of Robert van der Wateren.

**IMPACT:**     Environmental     Fiscal     Neighborhood     Other:

**BACKGROUND**

<u>Current Committee Members</u>	<u>Expiration Date</u>
Bernie Althoff	1-1-15
Annette Guarino	1-1-14
Holly Kennedy	1-1-14
Richard Mecca	1-1-14
Laura Brett, Council Liaison	1-1-14



# CITY COUNCIL AGENDA

NO. 23

DEPT.: City Mayor

DATE: July 10, 2013

CONTACT: Mayor French

**ACTION:** One appointment to the Rye Playland Advisory Committee for a three-year term expiring on January 1, 2016, by the Mayor with Council approval.

**FOR THE MEETING OF:**

July 10, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council approve the appointment of Stephen Vasko.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

<u>Current Committee Members</u>	<u>Expiration Date</u>
Garrick Gelinias, Chair	1-01-16
Jerry Bourkney	1-01-15
Joan Marshall Cresap	1-01-16
Mack Cunningham	1-01-14
Lloyd Emanuel	1-01-14
Lucinda McKinnon	1-01-14
Ellen Slater	1-01-14
William Meyers	1-01-14