CITY OF RYE

NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, January 13, 2016, at 7:30 p.m. in Council Chambers at City Hall. *The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss personnel.*

AGENDA

1. Pledge of Allegiance.

2. Roll Call.

3. The State of the City Address by the Mayor.

4. Approval of the election of one new member to the Rye Fire Department.

5. General Announcements by the Council.

6. Draft unapproved minutes of the Regular Meeting of the City Council held December 16, 2015.

7. Issues Update/Old Business.

8. Appointment of the 2016 Deputy Mayor by the Mayor.

9. Appointment of a Council Member as Trustee of the Police Pension Fund, by the Mayor with Council approval, for a one-year term.

10. Designation of the City Council's Audit Committee by the Mayor.

11. Designation of the City Council Liaisons by the Mayor.

12. Designation of official City newspaper.

13. Designation of alternate City newspaper.

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

15. Designation of the amounts of faithful performance bonds:

A.	City Comptroller	$ 1,000,000
B.	City Clerk	$ 500,000
C.	City Marshall	$ 100,000

16. Appointments to Boards and Commissions, by the Mayor with Council approval.

A) Two appointments to the Board of Architectural Review for a three-year term.
B) Two appointments to the Planning Commission for a three-year term.
C) Four appointments to the Recreation Commission for a three-year term.

17. Resolution authorizing the implantation and funding of the Rye City School District Pedestrian Improvements Project (PIN 8761.10) providing authorization for the City Manager to enter into an agreement with the New York State Department of Transportation (NYSDOT) for the Pedestrian Safety improvement projects.

18. Resolution authorizing the City Manager to enter into a contract with the County of Westchester for Snow and Ice Removal on County Roads for the period October 1, 2015 to September 30, 2020.

19. Resolution to grant permission to the Rye Free Reading Room to hold a free community event on the Village Green on Sunday, May 22, 2016 from 11:30 a.m. to at 3:00 p.m.

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

21. New Business.

22. Adjournment.

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The next regular meeting of the City Council will be held on Wednesday, January 27, 2016 at 7:30 p.m.

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

* Office Hours of the Mayor by appointment by emailing jsack@ryeny.gov or contacting the City Manager’s Office at (914) 967-7404.

CITY COUNCIL AGENDA

NO. 3 DEPT.: City Council DATE: January 13, 2016

CONTACT: Mayor Joseph A. Sack

AGENDA ITEM: The State of the City Address by the Mayor.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION:

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

Mayor Sack will deliver his 2016 State of the City Address.

CITY COUNCIL AGENDA

NO. 4 DEPT.: Fire Department DATE: January 13, 2016

CONTACT: Fire Department

AGENDA ITEM: Approval of the election of one new member to the Rye Fire Department.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council approve the election of Kenneth Meszkat to the Poningoe Engine and Hose Company.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: The Board of Fire Wardens has advised that Kenneth Meszkat was elected into membership to the Poningoe Engine and Hose Company and approved by the Board of Fire Wardens at their December meeting.

CITY COUNCIL AGENDA

NO. 6 DEPT.: City Clerk DATE: January 13, 2016

CONTACT: Carolyn D'Andrea, City Clerk

AGENDA ITEM Draft unapproved minutes of the Regular Meeting of the City Council held December 16, 2015.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council approve the draft minutes.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: Approve the minutes of the Regular Meeting of the City Council held December 16, 2015, as attached.

DRAFT UNAPPROVED MINUTES of the Regular Meeting of the City Council of the City of Rye held in City Hall on December 16, 2015 at 7:30 P.M.

PRESENT:

JOSEPH A. SACK Mayor
LAURA BRETT
KIRSTIN BUCCI
JULIE KILLIAN
TERRENCE McCARTNEY
RICHARD MECCA
RICHARD SLACK
Councilmembers

ABSENT: None

The regular meeting of the Rye City Council convened at 7:45 P.M.

1. Pledge of Allegiance.

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

2. Roll Call.

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

3. General Announcements.

Councilwoman Killian announced that she had the pleasure of attending the Rye Association for the Handicapped and Rye Seniors luncheon. She acknowledged the members that she met and wished everyone a happy holiday. She further stated that the Rye Association for the Handicapped and Rye Seniors are terrific, and are looking for new members in the community.

Councilman McCartney stated that he attended the annual Holiday Bonfire and Sing-along on December 13, 2015, which was a great family event. He thanked the Rye Recreation staff who organized the event and those who donated to Toys for Tots. He announced that the Recreation Department runs a winter break program, "Come Out and Play." On Monday, December 28th and December 30th, 2015 there will be ice skating in the ice rink at Rye Country Day School from 2:15-4:00. The gym at Rye Country Day will also be open for basketball. On December 19, 2015 there will be a Mad Science show at the Damiano Recreation Center. Councilman McCartney further announced that the Rye Golf Club is currently maintaining

winter greens and the course looks great. Lastly, he announced that there will be a brunch with Santa at Whitby Castle on December 20, 2015 from 11:00 A.M. to 1:30 P.M.

4. Draft unapproved minutes of the Regular Meeting of the City Council held December2, 2015.

Councilwoman Brett made a motion, seconded by Councilman Slack and unanimously carried, to approve that minutes of the Regular Meeting of the City Council held on December 2, 2015.

5. Issues Update/Old Business.

Mayor Sack stated that earlier this there were some concerns raised by Mr. Sculti, the chairperson of the Rye Golf Commission, with respect to activities at the Rye Golf Club. After these concerns were raised, the City Manager conducted an investigation. The City hired Vincent Toomey, who conducted the investigation and Mr. Toomey will speak about his findings this evening.

Vincent Toomey, Esq., as consultant for the City of Rye, stated that he is the City's labor counsel and has served in that capacity for over 20 years. After conducting his investigation he was happy to report that there was no misconduct involved in this particular case and in fact the investigation showed an exemplary performance by city personnel. Mr. Toomey reiterated the unfortunate situation with the greens in 2015. He stated while there was a question as to whether Rye personnel contributed to this incident, Mr. Toomey learned quickly that there was no misconduct. There were very minor issues that could be improved, but there was certainly no wrongdoing. The City of Rye hired experts for the greens who all concluded that this was a tragic situation, but not one that any personnel had an impact on. Mr. Toomey stated that there was no way that the Golf Manager would have known that this product was defective. Small recommendations will be presented to the City council shortly, but Mr. Toomey praised City personnel. Lastly, he stated that there should be a sense that City personnel are acting appropriately and should be continuing their jobs.

Mayor Sack thanked Mr. Toomey for his thorough job on the investigation and report. Earlier unrelated incidents has led to this level of scrutiny. Mayor Sack stated there is a need to start a healing process in which the community appreciates the good work from the City personnel. He encouraged personnel to keep up the good work, and reminded residents to raise issues that exist. The City Manager is able to manage questions and feedback of personnel. Mayor Sack stated that this instance was a good exercise to examine whether matters are being handled appropriately.

Councilman McCartney thanked Mr. Toomey for the presentation. He stated it is positive for questions to be asked. He commended Jim Buonaiuto, Rye Golf Club Manager, and Chip Lafferty on their efforts during the issue with the Rye Golf Club greens. As soon as the issue escalated, Mr. Buonaiuto and Mr. Lafferty were already working diligently to mitigate the problem and were present at the Commission's many meetings. Councilman McCartney noted

that there were 22 other clubs with the same issue, but Rye Golf Club bounced back faster than everyone. Chip Lafferty and Jim Buonaiuto did everything right.

Mayor Sack agreed with Councilman McCartney's comments.

9. Resolution authorizing the City Manager to sign the settlement agreement between TessenderloKerley, Inc. (TKI) and the City of Rye.

This item was taken out of order.

Councilman McCartney stated he and the Council would like to thank the Rye Golf Club members for their trust and patience, the Rye Golf Commission for cooperation in working through this, Councilwoman Bucci and Councilman Slack, the City of Rye Corporation Counsel and City Manager, and Rye Golf Club staff members Jim Buonaiuto and Chip Lafferty. It has been a long process in which the Golf Club studied the problem, hired experts, and then began the negotiating process with TKI. Councilman McCartney noted that this was a good experience with a quick settlement. He further stated that the proposed settlement is for $2.519 million with an additional $60,000 that may be spent to help the greens in spring 2016. Part of the settlement agreement (paragraph 8.1), states how the City arrived at the settlement amount, and that number is confidential. Councilman McCartney stated he felt that the overall settlement is fair. He was happy to report that the Rye Golf Club greens are back and the experts have confirmed that the chemical is gone. He also reported the settlement work was all done in-house with the City's Corporation Counsel, eliminating any outside legal fees. Councilman McCartney recommend that the Council authorize the City Manager to execute the settlement agreement.

Councilman Slack added that he felt this is a fair settlement. In terms of the negotiations, the City felt strongly that certain provisions were included. He recognized Councilmembers McCartney and Bucci for their work on the settlement and stated that he supports this agreement.

Councilwoman Bucci recognized Councilmembers McCartney and Slack, and Corporation Counsel Wilson for their work on the settlement agreement. She stated she also supports the agreement.

Leon Sculti, Rye Golf Club Commission Chair, thanked the Council for its hard work on the settlement negotiations.

Corporation Counsel Wilson reminded the City Council to disclose whether they were a member of the Rye Golf Club prior to voting, and to also disclose whether they felt they could vote fairly.

Mayor Sack and Councilmembers McCartney, Slack, Bucci and Mecca announced that they were all members. Each person also stated that they felt they could vote fairly and impartially on this matter.

Councilman McCartney made a motion, seconded by Councilwoman Bucci and unanimously carried, to authorize the City Manager to sign the settlement agreement between TKI and the City of Rye.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

10. Authorization for the City Manager to enter into an Inter-Municipal Developer Agreement with Westchester County and Pawling Holdings, LLC for the City to construct the North Street sewer line and other on-site infrastructure improvements for the Theodore Fremd Avenue and North Street affordable senior housing project.

This item was taken out of order.

City Manager Serrano stated that this issue was discussed at the December 2, 2015 meeting of the City Council. This particular project has been in the works for over a year and recently received Board of Architectural Review approval. The agreement before the Council would allow the City to improve the sewer line as outlined in the agreement, funded by the County. City Manager Serrano noted that there would be no cost to the City regarding this project. He announced that Mr. Anthony Zaino was present to answer any questions on behalf of the County.

Mayor Sack commented that improvements and comments were made to the agreement in the copy attached to the agenda currently before the Council.

Councilman Slack thanked Corporation Counsel Wilson for the comments and changes that were negotiated into the agreement. However, he noted that one addition was added in paragraph 17, dealing with compliance with laws. He inquired as to the rationale behind adding the “without limitation” language, which would reference the City being responsible for compliance with fair housing laws, and how the language would be applicable to the current agreement.

Corporation Council Wilson responded and stated that the language that was added is likely due to the County bound by the housing laws.

Mr. Zaino commented that the language is related to how the property is ultimately marketed and used.

Councilman Slack commented that the language in question is not related to infrastructure, which is the subject of this agreement. He felt that keeping this added language would send the message that marketing is related to our obligation of this agreement.

Councilman Slack then suggested that the Council return to the earlier draft, striking the added language in paragraph 18.

City Counsel Wilson stated that it was her recommendation to strike out the added language. City Manager Serrano agreed.

Councilwoman Killian, seconded by Councilwoman Brett and unanimously carried, made a motion to authorize the City Manager to enter into an Inter-municipal Developer Agreement with Westchester County and Pawling Holdings, LLC for the City to construct the North Street sewer line and other on-site infrastructure improvements for the Theodore Fremd Avenue and North Street affordable senior housing project, on the condition that the added language to paragraph 18 is stricken from the agreement.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

6. Continuation of the Public Hearing on the proposed 2016 Budget.

The Council continued the Public Hearing on the proposed 2016 budget.

Councilman McCartney made a motion to set aside the amount of money it would take to give the existing 2015 Rye Golf Club members in good standing a 35% discount on their 2016 golf dues, provided they sign a release for the TKI issue with the greens.

Mayor Sack stated he felt the motion was fair and a good business proposition which would be helpful to members. He stated the Golf Club is a positive environment generating business.

Councilman McCartney stated that it should also be clear that the TKI settlement money should be set aside in the budget to offset revenue losses as well as contribute to remediation efforts.

Mayor Sack clarified that the remainder will remain in the Enterprise Fund.

Councilman McCartney made a motion, seconded by Councilwoman Bucci and unanimously carried, to adopt the proposed incentive to existing members of the Rye Golf Club who were in good standing.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

Mayor Sack then addressed the additional funding requested by the Rye Free Reading Room. Councilwoman Bucci stated that unfortunately, the City would not be able to accommodate the request for additional funding for 2016. It is her sincere hope that next year we will be able to find more money for the library.

Mayor Sack then opened the floor for comments on the proposed 2016 fee schedule.

City Manager Serrano stated the staff tried to be proactive to budget for the 2017 year. He asked all departments to look at fees and how the City of Rye compares to neighboring communities. The majority of the fees proposed do not affect 2016 year, so if necessary, they may be put over for discussion in 2016. There are also some new fees to be considered.

Mayor Sack stated he would like to set aside the proposed increases to parking for more discussion in 2016. Mayor Sack made a motion, seconded by Councilwoman Brett and unanimously carried, to set aside all proposed fee increases for the parking.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

Mayor Sack then introduced discussion regarding other increases. Councilman Slack stated that if the City staff has done the work on comparisons with other communities, he would be in favor of the increases.

Councilwoman Killian inquired about new certificates for old buildings. City Manager Serrano explained that this item is a new certificate of occupancy for a pre-existing building.

Councilman Mecca expressed concern with some of the proposed building department fees, specifically the rock chipping.

City Manager responded that there is a lot of work done by the building department, as well has effort, extra work and oversight with the rock chipping.

Councilwoman Killian stated that the City created a lot more work for the building department concerning rock chipping, and as such, there should be a fee.

Councilman Mecca stated his concern that the building department as being used as a cash cow with significant fee increases.

Mayor Sack recommended that the two electrical fees that increased should return back to $100.

Councilwoman Killian recommended that the sign posting at Cross Street be brought back to $35.

Mayor Sack and Councilwoman Brett suggested that pre-date letters be changed to $200.

Councilwoman Killian inquired about the movie shoot parking lot rental per day in the recreation parking lot. The new fee would be $1200.

City Manager Serrano responded that there was no fee for parking in the recreation parking lot to shoot a film. This would standardize a new fee.

Mayor Sack made a motion, seconded by Councilman McCartney, and unanimously carried, to amend the fee schedule by the four changes stated above.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

14. Resolution for the Boat Basin Commission to establish a licensing and annual fee agreement for contractors working at the City of Rye Boat Basin.

This item was taken out of order. City Manager Serrano stated that the Boat Basin has been working hard to regulate the activities happening at the Boat Basin. For example, the Boat Basin Commission wants to make sure the contractors working at the Boat Basin are controlled, and have the proper insurances, etc.

Councilman Mecca added that the Commission is working really hard to come up with funds and also keep control of the Boat Basin area.

Councilwoman Killian discussed increasing the mooring fee. Councilman Slack stated he felt the proposed fee may not be substantial enough compared to what other Clubs charge.

Councilwoman Brett clarified that those paying the fee are solely applying for the right to put the mooring there. There are other extra fees and work associated with this type of activity that would not be the responsibility of the Boat Basin Commission.

Greg Gavlick, Chair of the Boat Basin Commission, stated that the fee would give a permit holder coordinates to put the mooring in that particular place. This differentiates from a vendor like American Yacht Club, who is installing the mooring, inspecting it, and providing a service to get the person to their boat. There is a substantial difference between what those vendors are doing and what the Commission is doing.

Councilman Mecca made a motion, seconded by Councilwoman Brett and unanimously carried, to adopt a resolution for the Boat Basin Commission to establish a licensing and annual fee agreement for contractors working at the City of Rye Boat Basin.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

13. Resolution for the Rye Golf Club to adopt a Referral Program to offer incentives to existing members of the Club to encourage them to refer friends, family, or neighbors to become new members of the Club.

This item was taken out of order. Councilman McCartney explained that this program worked well last year, bringing in a net gain of $60,000. Councilman McCartney made a motion, seconded by Councilwoman Bucci and unanimously carried, to adopt a Referral Program to offer incentives to existing members of the Club to encourage them to refer friends, family, or neighbors to become new members of the Club.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

Councilwoman Brett made a motion, seconded by Councilwoman Killian and unanimously carried, to close the public hearing on the proposed 2016 budget.

Deputy City Comptroller Fazzino gave a brief recap of the changes to the proposed budget. The only notable change was moving the $100,000 to be spent on the five-points intersection to funding for the fire administrator position, which does not affect the tax rate or the property tax levy. Overall, the property tax levy will be $22,038,527. The tax rate will be $157.16 per thousand of assessed value which translates to a $49.99 tax increase for the average homeowner of the City of Rye. The City will be under the tax cap by $26,100.

7. Resolution to adopt the 2016 Budget and establish the 2016 tax levy and 2016 tax rate.

Councilwoman Brett made a motion, seconded by Councilman Slack and unanimously carried, to adopt the 2016 budget.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

8. Resolution authorizing the City Comptroller to make the necessary year-end closing transfers.

Councilwoman Brett made a motion, seconded by Councilwoman Killian and unanimously carried, to authorize the City Comptroller to make the necessary year-end closing transfers.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

11. Resolution to reduce the speed limit in the City of Rye from 30 to 25 miles per hour.

Mayor Sack stated that there is enough of an interest to move ahead with the process to ask Mr. Otis and Mr. Latimer to pursue this initiative up in Albany.

Councilman Slack commented that he felt the idea of asking our State legislators is a good one. It is important that Rye control these kinds of decisions. However, he felt that there should be an established benefit in a safety perspective prior to changing the speed limit. At this time, Councilman Slack stated he does not feel the current study demonstrates that. There should be active enforcement to change public behavior. There is a lot more discussion that needs to take place. Councilman Slack stated the he wholeheartedly approves of Rye looking into lowering the speed limit, but he has serious reservations about the current substance of the change.

Mayor Sack stated that when a person drives 5 miles per hour slower, there is more of an opportunity to react and the pedestrians have more of an opportunity to act accordingly. The safety benefit is clear. In order to make a lower speed limit work, there would have to be a component of education and enforcement.

Councilwoman Killian stated that there was not a large expectation for the pilot program to work. There is a need for more traffic calming measures.

Councilwoman Brett stated that there should be a priority of having people drive slower through town. There are certain roads where 30 miles per hour is too fast.

Councilman McCartney added that divers will not adapt to a change unless there is enforcement.

Councilman Slack clarified that he felt there should be additional data before a drastic change is made.

Mayor Sack made a motion, seconded by Councilwoman Killian and unanimously carried, to request our State representatives to introduce legislation to allow the City of Rye to set its own legislation regarding speed limit, amended the speed limit from 30 miles per hour to 25 miles per hour.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

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

There was no discussion under this agenda item.

15. Consideration of a resolution to increase the size of the Boat Basin Commission from five to seven members.

Councilman Mecca stated that the Boat Basin Commission has been working very hard. There is a consensus that increasing the number of commissioners to 7 brings a variety of viewpoints. One member may be a non-resident of the City of Rye.

Councilman Mecca made a motion, seconded by Councilman McCartney and unanimously carried, to increase the size of the Boat Basin Commission from five to seven members.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

16. Resolution to authorize participation in Westchester County contracts.

City Manager Serrano explained there is a yearly agreement with the County for the City of Rye to be involved in the County purchasing contracts.

Mayor Sack made a motion, seconded by Councilwoman Brett and unanimously carried, to authorize the City of Rye's participation in Westchester County contracts.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

17. Resolution authorizing the Mayor to execute an agreement with the Rye Free Reading Room to furnish library services for 2016.

Councilwoman Bucci made a motion, seconded by Councilwoman Killian and unanimously carried, to authorize the Mayor to execute an agreement with the Rye Free Reading Room to furnish library services for 2016.

ROLL CALL

AYES: Mayor Sack, Councilmembers Brett, Bucci, Killian, McCartney, Mecca and Slack
NAYS: None
ABSENT: None

18. Resolution designating the days and time of regular meetings of the City Council for 2016 setting January13, 2016 as the first regular meeting.

Councilwoman Brett made a motion, seconded by Councilman Slack and unanimously carried, to adopt a resolution designating the days and time of regular meetings of the City Council for 2016 setting January13, 2016 as the first regular meeting.

19. Miscellaneous communications and reports.

Councilwoman Killian stated that the new Drug and Alcohol Coalition will be sending out a survey that they hope all parents will fill out.

20. New Business.

Councilwoman Brett announced that the historic district creation for Hidden Spring Lane is something the Landmarks Committee would like the City Council to consider in 2016. She also announced that the Apawamis Country Club celebrated its 150th anniversary.

Mayor Sack announced that the Council has arrived at the time to say goodbye to two of their beloved members, Councilwoman Brett and Councilman Slack. He stated the Council is very sad to see them go. Mayor Sack stated he first met Laura Brett after being elected to the City Council in 2008. At the time, Councilwoman Brett was president of the Historical Society.

Mayor Sack stated he was thrilled when she decided to run for City Council in 2011. There is no one else he would have thought to fill as Deputy Mayor. He stated that Councilwoman Brett made the Council group a working team. She has been a moderating influence and there was a great partnership. The two issues that Councilwoman Brett will be remembered for are selling the 1037 Boston Post Road building (currently Mrs. Green's), and the dogs in Rye Town Park. Mayor Sack felt that Councilwoman Brett applied herself seriously to all issues. He will miss Councilwoman Brett and thanked her for her tremendous service to the City of Rye.

Councilwoman McCartney stated that Councilwoman Brett is the glue that holds everyone together. She is a mentor who he can call about anything and utterly apolitical. She will always will do what is best for Rye. She is also great at explaining complicated issues, she is very smart and tougher than she looks. Councilman McCartney praised Councilwoman Brett on her work with the litigation committee. Further, the Historic district law is her passion and the Planning Commission work has been wonderful. He stated the Council and community owes Councilwoman Brett a huge debt of gratitude.

Councilwoman Killian recognized both Councilwoman Brett and Councilman Slack. They are the glue that holds the City together. After this experience, Councilwoman Killian stated she knows both councilmembers better and treasures them as friends. She also stated she is grateful for their legal skills and the Council will miss that. She commended Councilwoman Brett for her work with the Planning Commission. Councilwoman Killian lastly stated that she has working with the outgoing councilmembers and will mess them tremendously. She thanked them both.

Councilwoman Bucci stated that it has been an absolute pleasure to work with both outgoing councilmembers and they have both brought tremendous assets to the City. She thanked them both for their service.

Councilman Mecca recognized Councilwoman Brett. He felt her greatest strengths were that she is poised, thorough and classy. He stated he has really enjoyed working with Councilwoman Brett.

Councilwoman Brett announced that it has been an absolute pleasure to serve this community. She stated she ran for City Council because she loves Rye and wanted to serve the community and serve it well. She learned so much about the community. It has been great to meet a lot of people in the City. She thanked her family first with their patience and support. She also thanked her friends for helping with family during her time as volunteer. Councilwoman Brett further stated that she has learned from the professional City staff. She is excited for the beginning of a new era with the Rye City government. She thanked the new City Manager and City Clerk, new Police Commissioner, and new Golf Club Manager. She stated she is pleased with the Golf Commission report. Councilwoman Brett thanked Assistant City Manager, Eleanor Militana for being the rock for this community. City-wide, people know how much work Assistant City Manager Militana does to help the City run smoothly. Councilwoman Brett then recognized other department heads. She is impressed with the professionalism of the staff and thanked the department heads. She also thanked the commissions and boards and the volunteers. She thanked the Rye Town Park Commission for benefitting the communities.

Lastly, Councilwoman Brett recognized the Council and stated she has enjoyed working with all of its members. The mutual respect for councilmembers has benefitted the community. Councilwoman thanked each of the members for their comments and thoughtfulness, and stated they do a terrific job. One responsibility of a councilmembers is to leave the City a better place than when the term began. Councilwoman Brett stated that she is proud of the City government.

Mayor Sack then recognized Councilman Slack and his service to the Council. The first time he met Councilman Slack was in 2012 during his public about issues with Rye Cable. Mayor Sack commended Councilman Slack for always being a person of integrity and willing to speak out if he felt there was an injustice. Mayor Sack recognized Councilman Slack for his work with rock chipping and affordable housing on Theodore Fremd. Further, he thanked Councilman Slack for all the time dedicated to litigation matters. On behalf of the Council and the City, Mayor Sack thanked Councilman Slack for his service.

Councilman McCartney commended Councilman Slack for being "on point" when engaged in an issue. He stated that Councilman Slack always provides thoughtful comments. Further, he stated that Councilman Slack is a hard worker and always prepared. The quality of his legal skills could not have worked out better for the City. Councilman Slack also noted that Councilman Slack will be remembered for his great work with the rock chipping legislation. He thanked Councilman Slack for his service to the City.

Councilman Mecca recognized that Councilman Slack has done a great job of pulling this Council together and the Council members are grateful for it. Councilman Mecca also noted Councilman Slack's impressive organizational skills that he brings to the Council. Lastly, Councilman Mecca stated that the City will be missing Councilman Slack's service and the Council thanks him for all that he has done.

Councilman Slack addressed the Council and community. He stated that it has been a pleasure to serve the community as part of the Rye City Council. He thanked the Council members for their kind words. Councilman Slack stated that when he was asked to serve on the Council two years ago, there was a confidence lacking for City government. He felt that the hiring of a new city manager was very important to restoring that confidence. Councilman Slack thanked Frank Culross, former City Manager, for his time as interim manager for restoring faith in the position. Councilman Slack is very confident with the Council's choice to bring on current City Manager, Marcus Serrano. Councilman Slack then highlighted some past successes for the Council, such as the Rye Playland issue and building issues. He felt pleased with the Council doing what is best for the City. Councilman Slack noted that the other Council members set aside politics when decision making. He also noted the Theodore Fremd affordable housing project, stating that he was thrilled with the project's approval. After the Council handled concerns with the environmental issues for the affordable housing project, it was approved with conditions to remediate any environmental concerns. Councilman Slack then spoke about the rock chipping legislation. This issue at times was contentious within the community and Council, yet the members worked through it and ended up at a positive result with limits on the timing of rock chipping. It was an important experience that demonstrated both the Council and community coming together to create groundbreaking legislation. Councilman Slack thanked Councilman Mecca for his efforts and the rock chipping committee. Councilman Slack then

recognized the hard work of the Rye City staff. He thanked the department heads for their diligent efforts. Councilman Slack then recognized Assistant City Manager Eleanor Militana for being the "glue" that holds the City together. He thanked her for all the help she has given to him and the Council. Councilman Slack then recognized Corporation Counsel Kristen Wilson, as he stated there is no harder job in the City. He recognized her for managing issues and litigating on behalf of the City. Councilman Slack then thanked his family for their constant support and time commitment, and his wife for her enormous common sense and judgment. Councilman Slack then addressed the Council members. He stated that each member demonstrates that they care deeply for Rye, setting the bar high for future members. He felt the City is in great hands with this Council. Councilman Slack then recognized outgoing Councilmember Laura Brett, who will be missed. He thanked her for being wise, hardworking, and collaborative. Lastly, Councilman Slack thanked Mayor Sack for his hard work, the ability to listen, and encouraging transparency. He stated that serving with the Mayor has been an honor, and he is confident that he leaves the Council in excellent hands. Councilman Slack then thanked the Councilmembers and community.

Mayor Sack then presented gifts to outgoing Councilmembers Brett and Slack.

21. Adjournment.

There being no further business to discuss, Councilwoman Brett made a motion, seconded by Councilman Slack, to adjourn the meeting at 10:05 P.M.

Respectfully submitted,

Carolyn E. D'Andrea
City Clerk

CITY COUNCIL AGENDA

NO. 7 DEPT.: City Council DATE: January 13, 2016

CONTACT: Mayor Joseph A. Sack

AGENDA ITEM: Issues Update/Old Business

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That an update be provided on outstanding issues or Old Business.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

CITY COUNCIL AGENDA

NO. 8 DEPT.: City Council DATE: January 13, 2016

CONTACT: Mayor Joseph Sack

AGENDA ITEM: Appointment of the 2016 Deputy Mayor by the Mayor.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: that the following resolution be adopted:

RESOLVED, that _____ be appointed the Deputy Mayor for a one-year term commencing January 1, 2016, to serve as Acting Mayor in the Mayor's absence.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: Section § C7-2, "Deputy Mayor" of the City Charter stipulates that "On or before the tenth day of January following his election, and within ten (10) days after any vacancy in the office of Deputy Mayor shall occur, the Mayor shall appoint a member of the Council as Deputy Mayor, to hold office as long as he remains such member and at the pleasure of the Mayor.

CITY COUNCIL AGENDA

NO. 9 DEPT.: City Council DATE: January 13, 2016

CONTACT: Mayor Joseph A. Sack

ACTION: Appointment of a Council Member as Trustee of the Police Pension Fund, by the Mayor with Council approval, for a one-year term.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: that the following resolution be adopted:

RESOLVED, that a Council member be appointed as Trustee of the Police Pension Fund for a one-year term commencing January 1, 2016.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: The Police Pension Fund was established by the City Council on 1-21-1942. Chapter 31 of the City Code outlines the rules for the Fund. Section § 31-4, “Trustees and other officers of fund” stipulates that “The Mayor, the Chief of Police and a member of the Council to be appointed by the Mayor with the approval of the Council in January of each year, except the year 1942, shall constitute the Trustees of the fund.” The Trustees have charge of and administer the Fund and are empowered to make all necessary contracts and take all necessary and proper actions and proceedings in connection, including making payments of pensions from this fund. There is one recipient of the Police Pension Fund.

CITY COUNCIL AGENDA

NO. 10 DEPT.: City Council DATE: January 13, 2016

CONTACT: Mayor Joseph A. Sack

AGENDA ITEM: Designation of the City Council's Audit Committee by the Mayor.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: that the following resolution be adopted:

RESOLVED, that two Council members be appointed to the City Council's Audit Committee for a one-year term commencing January 1, 2016.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Audit Committee was established at the January 19, 1977 City Council Meeting to facilitate Council participation in the City audits. The resolution stipulated that the Audit Committee consist of the Mayor and two Council members, appointed by the Mayor, to meet at least once yearly after completion of the independent audit.

CITY COUNCIL AGENDA

NO. 11 DEPT.: City Council DATE: January 13, 2016

CONTACT: Mayor Joseph A. Sack

AGENDA ITEM: Designation of the City Council Liaisons by the Mayor.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council approve the appointments as presented by the Mayor.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: Designation of the City Council Liaisons by the Mayor for the following Boards and Committees:

Audit Committee
Board of Appeals
Board of Architectural Review
Boat Basin Commission
Conservation Commission/Advisory Council
Emergency Medical Services
Finance Committee
Flood Advisory Committee
Government Policy & Research Committee
Landmarks Advisory Committee
Legal Case Management Committee
Planning Commission
Police Pension Fund
Recreation Commission
Rye Cable and Communications Committee
Rye City School Board
Rye Free Reading Room
Rye Golf Commission
Rye Merchants Association
Rye Playland Advisory Committee
Rye Town Park
Sustainability Committee
Traffic & Pedestrian Safety Committee

CITY COUNCIL AGENDA

NO. 12 DEPT.: City Manager's Office DATE: January 13, 2016
CONTACT: Marcus Serrano, City Manager

ACTION: Designation of the official City newspaper.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Mayor and City Council designate the Journal News as the official City newspaper for purposes of publishing legal notices.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Rye City Charter requires that the Council designate a newspaper circulated regularly at least once a week in the city as the official newspaper of the city. A daily newspaper provides the City staff with the most flexibility in meeting notice deadlines. Each of the newspapers covering the City provides different types of coverage but working with a weekly paper is much more difficult in meeting notice deadlines and a monthly paper cannot meet the notice needs of the City.

CITY COUNCIL AGENDA

NO. 13 DEPT.: City Manager's Office DATE: January 13, 2016
CONTACT: Marcus Serrano, City Manager

ACTION: Designation of alternate City newspaper.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Mayor and City Council designate a local newspaper as an alternate to the Journal News which is the official City newspaper for purposes of publishing legal notices.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Rye City Charter requires that the Council designate a newspaper circulated regularly at least once a week in the city as the official newspaper of the city. The Journal News was designated as the official newspaper. The Council is asked to designate a local newspaper as an alternate to the Journal News.

CITY COUNCIL AGENDA

NO. 15 DEPT.: City Manager's Office DATE: January 13, 2016

CONTACT: Marcus Serrano, City Manager

ACTION: Designation of the amounts of faithful performance bonds.

FOR THE MEETING OF:

January 13, 2016

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Mayor and City Council designate faithful performance bonds for the City Comptroller, City Clerk and City Marshal.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: Section § C23-3, "Surety bonds" of the City Charter stipulates that "The City Comptroller, City Clerk, City Judge, Acting City Judge, City Marshal and such other officers and employees as may be specified by the Council shall give bond for the faithful performance of their duties. The bond shall be in such sum and with such corporate sureties as may be approved by the Council. The premium of all such surety bonds shall be paid by the city."

Faithful performance bonds will be designated in the following amounts:

A. City Comptroller $1,000,000
B. City Clerk $ 500,000
C. City Marshal $ 100,000

CITY COUNCIL AGENDA

NO. 16 DEPT.: City Council DATE: January 13, 2016

CONTACT: Mayor Joseph A. Sack

ACTION: Appointments to Boards and Commissions, by the Mayor with Council approval.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: that the City Council approve the appointments.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:

A) Two appointments to the Board of Architectural Review for a three-year term.
B) Two appointments to the Planning Commission for a three-year term.
C) Four appointments to the Recreation Commission for a three-year term.

CITY COUNCIL AGENDA

NO. 17 DEPT.: City Manager's Office DATE: January 13, 2016

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Resolution authorizing the implementation and funding of the Rye City School District Pedestrian Improvements Project (PIN 8761.10) providing authorization for the City Manager to enter into an agreement with the New York State Department of Transportation (NYSDOT) for the Pedestrian Safety improvement projects.

FOR THE MEETING OF:
January 13, 2016
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Rye City Council adopt the Resolution to accept the funding for the Pedestrian Improvement projects (PIN 8761.10).

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: Provisions for obtainment of the funding include:
1) Adoption of the attached Resolution
2) Authorization for the City Manager to enter into an agreement with NYSDOT for the project

The Rye City School District Pedestrian Improvements Project were approved under the TIP Amendment PIN 8761.10. The five projects totaling $266,000 include the following:

Pedestrian activated Rectangular Rapid Flash Beacons installed near City of Rye schools:

1. Old Boston Post Road and Boston Post Road (High School/MS)	$26,000
2. Hewlett Ave. and Forest Ave. (Milton Elementary School)	$25,000
3. Apawamis Ave. and Forest Ave. (HS/MS/Midland Elementary School)	$28,000
4. Curbing and ADA compliance on Hewlett Ave. (Milton Elementary School)	$52,000
5. Curb extensions at Theall Road and Osborn Road (Osborn Elementary)	$135,000
	$266,000

RESOLUTION OF THE CITY OF RYE
AUTHORIZING THE IMPLEMENTATION AND FUNDING
OF THE RYE CITY SCHOOL DISTRICT
PEDESTRIAN IMPROVEMENTS PROJECT (PIN 8761.10)

Resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Rye City School District Pedestrian Improvements in the City of Rye, Westchester County, PIN 8761.10** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 0% Federal funds and 100% non-federal funds; and

WHEREAS, the City of Rye desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction, construction inspection and construction supervision.

NOW, THEREFORE, the City of Rye duly convened does hereby;

RESOLVE, that the Rye City Council hereby approves the above-subject project; and it is hereby further;

RESOLVED, that the Rye City Council hereby authorizes the City of Rye to pay in the first instance 100% of the federal and non-federal share of the cost of construction, construction inspection, and construction supervision work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **$224,000** is hereby appropriated pursuant to the receipt of Federal funding and made available to cover the cost of participation in the above phase of the Project; and it is further;

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Rye City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager, thereof, and it is further;

RESOLVED, that the Rye City Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Rye with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further;

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, City Engineer, and City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further;

RESOLVED, this Resolution shall take effect immediately.

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

I, Carolyn E. D'Andrea, Clerk of the City of Rye, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Rye City Council at a Rye City Council meeting duly called and held at the Rye City Hall on January 13, 2016 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Rye, New York, this 13th day of January, 2016.

_____
Clerk, City of Rye

PIN 8761.10

PROJECT DESCRIPTION

As part of the Safe Routes to School Program, the project is proposed to improve pedestrian safety, particularly for school children, at various locations within the City of Rye, including the intersections of Forest Avenue with Hewlett Avenue and Apawamis Avenue; the intersection of Boston Post Road and Old Post Road, and the intersection of Osborn Road and Theall Road/Coolidge Avenue, as well as along Hewlett Avenue.

Pedestrian activated Rectangular Rapid Flash Beacons (RRFB's) will be installed at current crosswalks at unsignalized intersections near City of Rye Schools. The RRFB's are pedestrian-activated and will serve to alert drivers that pedestrians are within the crosswalks. The RRFB's will be installed at the following locations:

Forest Avenue at Hewlett Avenue (serves Milton Elementary School)

Forest Avenue at Apawamis Avenue (serves Rye High School/Middle School and Midland Elementary School)

Boston Post Road at Old Post Road (serves Rye High School/Middle School and Osborn Elementary School)

At the intersection of Osborn Road and Theall Road/Coolidge Avenue (serves Osborn Elementary School), curb extensions will be added to significantly shorten the very long pedestrian crossing (90 foot) that currently occurs at the intersection. Reducing the crossing distance of this street is a pedestrian safety enhancement. The project will also replace deteriorated sidewalk at the intersection as well as the approaches to the intersection.

Along Hewlett Avenue in the area near the front of Milton Elementary School, a curb will be provided and modifications will be performed to the sidewalk to better separate vehicles from the pedestrian area. Currently, the sidewalk along Hewlett Avenue adjacent to Milton Elementary School is at the same elevation as the street. In addition, there is no physical barrier to prevent vehicles in the adjacent drop-off zone from encroaching onto the sidewalk which is heavily utilized by the school children

At all of the locations, ADA compliant ramps will be provided. Sidewalks will also be made ADA compliant.

CITY COUNCIL AGENDA

NO. 18 DEPT.: City Manager's Office DATE: January 13, 2016

CONTACT: Marcus Serrano, City Manager

ACTION: Resolution authorizing the City Manager to enter into a contract with the County of Westchester for Snow and Ice Removal on County Roads for the period from October 1, 2015 through September 30, 2020.

FOR THE MEETING OF:

January 13, 2016

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

That the Mayor and Council Approve this Agreement.

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

BACKGROUND: The previous Agreement with Westchester County expired September 30, 2015. The Agreement includes CPI escalators each year, and has been approved by the Westchester County Board of Legislators.

A copy of the Agreement is attached.

Agreement No. 15-958

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

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

and

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

W I T N E S S E T H:

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

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

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

FIRST: This Agreement shall commence on October 1, 2015 and shall expire on September 30, 2020 unless sooner terminated as herein provided.

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

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

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

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

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

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

Payments will be prorated to pay as follows:

	Roads Added	**Roads Deleted**
November	90%	10%
December	80%	20%
January	60%	40%
February	30%	70%
March	10%	90%

(iv) During the period October 1, 2016 through September 30, 2017 the amount payable to the Municipality for said period shall be increased by the percentage, if any, that the Consumer Price Index ("C.P.I.") in the month of June, 2016 has increased over the C.P.I. in the month of June, 2015. For the next period (October 1, 2017 through September 30, 2018) the

2017-2018 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2017 over the month of June, 2016. For the next period (October 1, 2018 through September 30, 2019) the 2018-2019 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2018 over the month of June, 2017. For the next period (October 1, 2019 through September 30, 2020) the 2019-2020 rate schedule shall be increased based on the increase in the C.P.I. in the month of June, 2019 over the month of June, 2018. In no event, however, shall the increase in the amount payable by the County for the services rendered hereunder exceed three and one half percent (3 ½%) in any year of the Agreement over the preceding year's amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TENTH: The Municipality hereby acknowledges and agrees:

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

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

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

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

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

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

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

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

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

To the County:

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

With a copy to:

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

To the Municipality:

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

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

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

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

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

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

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

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

THE COUNTY OF WESTCHESTER

By: _____
Jay T. Pisco, P.E.
Commissioner of Public Works and Transportation

CITY OF RYE

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators on the 14th day of December, 2015.

Authorized by the Westchester County Board of Acquisition and Contract on the 22nd day of December, 2015.

Approved as to form and
manner of execution

_____
Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

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

Date:_____ _____
Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____
(Officer other than Officer signing agreement)

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

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

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

named in the foregoing agreement that_____
(Person executing agreement)

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

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

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

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

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

_____
(Signature)

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

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

_____ of _____,
(Title) *(Municipality)*
the municipal corporation described in and which executed the within instrument.

_____
Notary Public

SCHEDULE "A"

Effective October 1, 2015

Without "208" Incentive

- $2,228.00 per mile for 2 lane roads
- $2,938.00 per mile for 3 lane roads
- $3,248.00 per mile for 4 lane roads

SCHEDULE "B"

Effective October 1, 2015

With "208" Incentive

- $3,441.00 per mile for 2 lane roads
- $4,474.00 per mile for 3 lane roads
- $5,011.00 per mile for 4 lane roads

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "D"

COUNTY ROADS – SNOW AND ICE AGREEMENT

CITY OF RYE

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

SCHEDULE "E"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

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

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

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

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?
Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?
Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?
Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is: *(check one)*
☐ New
☐ Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature | Print Name/Title | Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

10. Account Type: (check one) ☐ Checking ☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature | Print Name / Title | Date

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

Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

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

Section I - VENDOR INFORMATION

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

Section II - FINANCIAL INSTITUTION INFORMATION

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

NEW/CHANGE VEN EFT 9/08

CITY COUNCIL AGENDA

NO. 19 DEPT.: City Manager DATE: January 13, 2016

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Resolution to grant permission to the Rye Free Reading Room to hold a free community event on the Village Green on Sunday, May 22, 2016 from 11:30 a.m. to at 3:00 p.m.

FOR THE MEETING OF:

January 13, 2016

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Council approve the resolution.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Rye Free Reading Room has requested use of the Village Green to hold a Family Science Fun Fair on Sunday, May 22, 2016 from 11:30 a.m. to 3:00 p.m. The event will feature simple family science experiments, large scale demonstrations, activities, and storytimes. To allow for setup and cleanup activities, the RFRR requests permission to use the Village Green from 8:00 am to 5:00 pm.

See attached.

RYE FREE READING ROOM

January 5, 2016

Honorable Joseph Sack, Mayor
Rye City Council
City Hall
Rye, New York, 10580

Dear Mayor Sack:

The Rye Free Reading Room respectfully requests the use of the Village Green and City Hall parking lot on Sunday, May 22nd from 11:30 am to 3 pm to host a Family Science Fun Fair. In order to allow time for setup and cleanup, we would like to request permission to use the Green and parking lot from 8 am to 5 pm.

An interactive community event, the Family Science Fun Fair features simple family science experiments, large scale demonstrations, activities, and storytimes. The Rye Free Reading Room and the Auxiliary Board host this event as a fundraiser for the library.

The Rye Free Reading Room is committed to providing a wide range of programming that enhances the lives of Rye residents, and has collaborated with the City for approval of similar requests. We are excited to continue to support community focused programs, and appreciate your consideration of this request.

Sincerely,

Chris Shoemaker
Library Director

1061 Boston Post Road • Rye, NY 10580 • ph. 914.967.0480 • fax 914.967.5522 • www.ryelibrary.org

CITY COUNCIL AGENDA

NO. 20 DEPT.: City Manager DATE: January 13, 2016

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Resolution to declare certain City of Rye Police equipment as surplus.

FOR THE MEETING OF:
January 13, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the City Council adopt the following resolution:

WHEREAS, the City has been provided with a list of City equipment identified as being obsolete or will become obsolete during 2016, and,

WHEREAS, the Police Department has recommended that said equipment be declared surplus, now, therefore, be it

RESOLVED, that said equipment are declared surplus, and, be it further

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

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other

BACKGROUND: The Police Department has provided a list of equipment that is either currently obsolete or will become obsolete during calendar year 2016. The City Council is asked to approve that this equipment be declared as surplus.

See attached.

POLICE DEPARTMENT
City Of Rye, New York
21 McCullough Place
Rye, N. Y. 10580
Phone: (914) 967-1234
FAX: (914) 967-8341

William A. Pease Jr.
Police Commissioner

Scott J. Craig
Patrol Lieutenant

SURPLUS AUCTION ITEMS

1. AIR COMPRESSOR ON TRAILER - #W81C2R51669- S/N 4310011732826
2. AIR COMPRESSOR ON TRAILER - #FE6324308000- S/N 4310013706351
3. AIR COMPRESSOR - NOT PORTABLE
4. AIR COMPRESSOR – NOT PORTABLE
5. CANON COPIER – IMAGE RUNNER 2000
6. MERLIN PHONE SYSTEM
7. (7) DIESEL GENERATOR –SET3KW60HZ – S/N 5115011435311
8. 2004 FORD BUS- VIN# 1FDXE45PX4HB44638
9. 2003 YALE FORKLIFT – MOD.# GDP080 VIN #- E813Y03909C
10. (2) JOHN DEERE DISEL ENGINE – S/N # 2815013502209
11. BUMPER JACK – 2.5 TON
12. (2) STORAGE CONTAINERS
13. STORAGE CONTAINER – WEATHER PROOF
14. (4) INFLATABLE LIFE RAFTS
15. TIRE CHAINS (50 CHAIN LOT) – S/N -2540024832930
16. (7) INTERNATIONAL HEADLIGHTS – PART # 318858C91
17. (15) SPOTLIGHTS – S/N – 6220001680410
18. (4) UNIVERSITY SOUND – LOUDSPEAKERS- S/N 5965011773931
19. (35) ROLLS OF 3M BLACK REFLECTIVE TAPE-S/N9390009483262
20. (18) WELDLESS CHAIN – S/N – 4010002289974
21. (42) SPOTLIGHTS – S/N- 6220007907780
22. (48) CONV. OUTLET ASSEMBLY S/N – 6110012518157
23. (4) CARGO TIE DOWN – S/N – 3990014514203
24. (5) STURDILITE FLOODLIGHT - S/N -6230003459229
25. (7) EXTENSION LIGHT – S/N – 6230012123328
26. (25) FLOODLIGHT – S/N – 6220011605094
27. Mercury Boat Motor – MERCRUSER 4.3 MPI