

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

AGENDA

**WORKSHOP OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
Wednesday, June 6, 2018
7:00 p.m.**

Please Note: The Council will be holding a workshop at 7:00 p.m. prior to the regular meeting. The public is encouraged to attend and participate.

1. Pledge of Allegiance.
2. Roll Call.
3. Discussion of Forest Avenue sidewalks.
4. Adjournment.

AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
Wednesday, June 6, 2018**

Meeting will commence at 8:00 p.m., or at the conclusion of the workshop.

1. Pledge of Allegiance.
2. Roll Call.
3. Draft unapproved minutes of the regular meeting of the City Council held May 23, 2018.
4. Annual Stormwater Management Report Presentation.
5. Update from the Finance Committee.
6. Residents may be heard on matters for Council consideration that do not appear on the agenda.
7. Resolution to modify the fees regarding the 2019 commuter parking permits.
8. Consideration of proposed revisions and addition to the Rules and Regulations of the City of Rye Police Department:

- General Order #103.1 regarding General Regulations.
 - General Order #109.6 regarding Offenses Involving Foreign Diplomats and Consular Officials.
 - General Order #109.11 regarding Drug Recognition Expert (DRE). (New)
 - General Order #111.1 regarding Evidence and Non – Agency Property Management.
 - General Order #111.4 regarding Processing of Recovered Firearms: “Crime Guns”.
 - General Order #114.2 regarding Supervisory Notifications and Response.
 - General Order #114.9 regarding Continuity of Operations Plan (C.O.O.P.).
 - General Order #116.4 regarding Sick Leave.
 - General Order #116.10 regarding Pregnancy and Maternity Leave.
 - General Order #117.4 regarding City Owned Property
 - General Order #120.3 regarding Interrogation of Members.
 - General Order #120.6 regarding Cause for Relief from Duty.
 - General Order #120.7 regarding Disciplinary Matters.
 - General Order #120.9 regarding Workplace Violence Prevention.
9. Consideration of proposed revisions and addition to the Rules and Regulations of the City of Rye Fire Department:
 - General Order #1.1 regarding an Operations Manual.
 10. Bid Award for the continuation of the Rye Golf Club Greens Renovation projects (Contract #2018-01).
Roll Call.
 11. Acceptance of donation to the Rye Fire Department from Marjan Kiepura in the amount of Two Hundred (\$200.00) Dollars.
Roll Call.
 12. Acceptance of donation to the Rye Fire Department from the Milton Harbor House in the amount of Two Hundred (\$250.00) Dollars.
Roll Call.
 13. Acceptance of donation to the Rye Fire Department from The Woman’s Club of Rye, Inc. in the amount of Two Hundred (\$200.00) Dollars.
Roll Call.
 14. Resolution to authorize the expenditure for the purchase of refuse trucks. Funds to cover the cost for acquisition may be made from General operations, Contingency, Fund Balance or Debt.
Roll Call
 15. Consideration of a request by Christ’s Church for use of City streets on Sunday, June 17, 2018 from 8:30 a.m. to 12:30 p.m. for their semi-annual picnic.
 16. Appointments to Boards and Commissions, by the Mayor with Council approval.
 17. Miscellaneous communications and reports.

18. Old Business.
19. New Business.
20. Adjournment.

The next regular meeting of the City Council will be held on Wednesday, July 11, 2018.

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”.

The Mayor and City Council have office hours in the Mayor’s Conference Room Annex at Rye City Hall, 1051 Boston Post Road. The Mayor’s Conference Room Annex is located on the 1st floor of City Hall adjacent to the Council Chambers. Hours are as follows:

Mondays 9:30 a.m. to 11:00 a.m.

Councilwoman Danielle Tagger-Epstein & Councilwoman Julie Souza

Wednesdays 9:00 a.m. to 10:30 a.m.

Mayor Josh Cohn, Deputy Mayor Emily Hurd & Councilwoman Sara Goddard



CITY COUNCIL AGENDA

NO. 3

DEPT.: Clerk

DATE: June 1, 2018

CONTACT: Carolyn D'Andrea, City Clerk

AGENDA ITEM: Draft unapproved minutes of the Rye City Council meeting held May 23, 2018.

FOR THE MEETING OF:

June 6, 2017

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council adopt the draft minutes of the regular meeting of the City Council held May 23, 2018 written by Deputy Clerk Pietrosanti.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The draft unapproved minutes of the May 23, 2018 meeting of the City Council are attached.

DRAFT UNAPPROVED MINUTES of the
Regular Meeting of the City Council of the City of
Rye held in City Hall on May 23, 2018, at 7:30 P.M.

PRESENT:

JOSH COHN, Mayor
SARA GODDARD
EMILY HURD
RICHARD MECCA
JULIE SOUZA
BENJAMIN STACKS
DANIELLE TAGGER-EPSTEIN
Councilmembers

ABSENT:

None

The Council convened at 6:30 P.M. Councilman Mecca made a motion, seconded by Councilwoman Souza, to adjourn immediately into executive session at 6:30 P.M. to discuss personnel and litigation matters.

At 7:30 P.M., Councilman Mecca made a motion, seconded by Councilwoman Souza, to adjourn the executive session. The regular meeting of the City Council began at 7:37 P.M.

1. Pledge of Allegiance.

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

2. Roll Call.

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

3. Draft unapproved minutes of the regular meeting of the City Council held May 9, 2018.

Councilwoman Souza and Councilwoman Goddard provided ministerial corrections to the draft minutes.

Councilwoman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to adopt the minutes of the regular meeting of the City Council held May 9, 2018.

Mayor Cohn started the meeting by stating that he would like to address the subject of City money. He reported how impressed the Council was when analyzing how little money the City has, how relatively little money the City functions on, and how hard it is, at times, to convey that message to residents. The City's financial condition is good, partly due to the City spending very little on a lean staff. He reported that the Council has been evaluating the current fee structure with a thought on how the City can obtain new revenue sources. City Council has been working hard to look into ways to support the aging infrastructure and will report back mid-year on how they intend to make infrastructure progress.

The second point by the Mayor related to Council meetings. He reported that this new Council has been meeting every week, where as a typical Council calendar would meet twice a month, in an effort to keep City Council Meetings short. The Council offers office hours twice a week. The Council has also studied what other jurisdictions do to ensure the public meetings are tolerable in length. Their findings revealed neighboring jurisdictions using an inflexible shot clock to keep public comments within the respectable time limits. The Council has tried to keep it less strict but would appreciate the commitment by the public to aid in keeping the meetings both welcoming and efficient as it relates to time.

4. Update by Ryan Coyne, City Engineer and Superintendent of DPW regarding the I-95 Sewer.

Mayor Cohn invited City Engineer and Superintendent of DPW, Ryan Coyne, to make a presentation regarding the update on the I-95 sewer leak. Mr. Coyne began with the brief overview. By way of background, the City was notified in December 2017, by Save the Sound, that there was sewage odor and potential cross contamination from the Locust Avenue catch basin under the I-95 Bridge. The City's findings were that the catch basin only has one pipe going towards I-95, however there were unable to find the connecting drain pipes. Working alongside the NYS Thruway Authority, they were able to access the I-95 drainage, which ties into the Locust Ave drainage. The City worked with the Thruway Authority and various contractors to find that the pipe, which was 10 feet under the sound barrier, was collapsed. This resulted in the backup of sewage in the pipe entering the I-95 underdrainage system, which infiltrated their main sewage system, which leads to the City's, then to the County's drainage, which empties into the Blind Brook. They repaired the pipe, removed the debris and installed temporary pumps, which the City rents at a cost of 8-10K a month, until a permanent solution can be approved. Additionally, the Westchester Health department tested the water after the repairs and reported the water issue has been rectified.

After meeting with engineers and contractors, two options are being proposed. The first option includes re-lining the sewers which would involve taking down the sound barrier, replacing the broken pipe and cleaning out the sewers. Consistent maintenance by DWP workers would also be required which involves lane closures and accessing the pipes via manholes on I-95. Because gravity does not aid in the flow of the pipes, cleaning would be necessary on a regular basis. The cost of this initial project would be anywhere from \$250,000 to \$400,000. The second option involves eliminated the I95 crossings and pipes in its entirety by installing a

pump station prior to I95. The cost of this project is 750K plus soft costs which equates to \$900,000 to \$1,000,000.

Councilwoman Goddard asked what the lifespan of lining is. Mr. Coyne reported that it is around 20 years, but it could be less. He explained that if the adhesion does not last, it will collapse; however, the industry states 50 years at best, and 1 year at worst.

Councilman Stacks asked what the distance of the proposed pump station was to the closest property. Mr. Coyne reported it would approximately 100 feet away. The proposed pumps would be inaudible by the property owner; however, the generator will run a once a week test (or when power is lost), for 10 to 15 minutes, to which a sound encasement would be purchased. Mr. Coyne said that the City has eight pump stations in the City already, so to add a ninth does not add more manpower as it relates to maintenance. He added that the generator would be small enough to be covered by vegetation or a small shed, or it can be located in the woods.

Councilwoman Tagger-Epstein asked what the lifespan of a pump is, to which Mr. Coyne replied 20-25 years. He said that it could be replaced in-house. Additionally, the concrete enclosure would not need to be replaced. The pumps would be on a pulley system so workers would not need to go down a manhole, eliminating any safety concerns for City employees. Councilwoman Tagger-Epstein also asked when the decision needed to be made. Mr. Coyne expressed that the City is currently paying \$8,000 per month to keep the temporary solution running. He said that once a permanent solution is agreed upon, it would take three to four months for Option 1, and closer to eight months to a year for Option 2. Option 2 involves County Health Department approvals, and a sewer district petition to the Westchester County Board of Legislators for 35 properties to be transferred to the Mamaroneck sewer district.

Councilwoman Souza asked which option Mr. Coyne recommended, to which he replied cost aside, the pump station is recommended. He stated that this would be due to future maintenance ease, where I-95 presents a safety concern for those workers who have to maintain the pipes.

Councilwoman Goddard said that there is uncertainty with the longevity of Option 1, versus a far greater certainty with Option 2.

Councilwoman Hurd also brought up the Clean Water Grant, in which Mr. Coyne elaborated that the Environmental Facilities Corporation (EFC) offers a 25% match and the Water Quality Improvement Plan (WQIP) grant offers an 80-85% match, to assist in the costs of either options.

Councilman Mecca said the pump station is the best long term solution. He reported that he does not foresee running a clay system along I-95 to last in the long run and it should be done right the first time, even if the cost is higher. Councilwoman Tagger-Epstein added that the City talks about safety, so why would we put the best DPW employees at risk. She also agreed to do things right the first time.

Mayor Cohn said a resolution needed to be made to fund it until the City had another fund source; whether it is a bond or roll it into a bond with something else, such as a grant. Mayor Cohn suggested a motion to come back after opening the floor to anyone who wished to speak.

Mr. Zahn, residing at 2 Ridgewood Drive, commented on the need to reinforce the sound barrier so it does not collapse. He also asked why the proposition of placing the pipes on the west side of I-95, rather than going under it, was not discussed. Mr. Coyne displayed the map and showed an image depicting a large rock up against the shoulder of I-95. Due to rock removal, access, and the amount of space, he demonstrated that there was little room to run the pipes in the shoulder.

George Ford, 48 Clinton Ave, reported he owns the home where the current easement is located and where the proposed pump station would be next to. He said he has a sloped driveway and when it rains, the water runs freely to a drain at the bottom of his driveway and he believes that the pipe goes into the sanitary sewer. Mayor Cohn clarified that it is speculation because it has not been confirmed that his driveway drain goes into the sanitary sewer or a drywell. His concern was where the water would go if the City were to eliminate the run of pipes that he believes his drain is connected to. Mr. Coyne clarified that if his drainage or sub-pumps are connected to a sewer that is not allowed, but a solution is available if that is the case.

George Ford, Jr., of Port Chester, New York, wanted to voice his concerns for his father who has owned the house at 48 Clinton Avenue for 40 years. He wanted to clarify that when the driveway pipe was connected in 1974 no one addressed where it was connected to, and if the pipe is removed then there will be no place for the water to go. If a drywell needs to be installed, it could cost \$10,000 at the owner's expense. He does feel lining is a suitable solution as Port Chester is currently undergoing a \$15 million sewer upgrade. Councilwoman Tagger-Epstein said there are two separate issues; a pump issue versus water at the end of the driveway issue, and that the City would work with Mr. Ford for his driveway issue.

Mayor Cohn stated the Council had a preference for the pump station resolution but recognizes the concerns of both Mr. Fords' and the City will address it.

Councilman Mecca made a motion, seconded by Councilman Stacks and unanimously carried, to reflect that the choice of a remedy would be for the pump station alternative.

5. Update regarding new application for parking permits, parking meter collection and parking enforcement.

Manager Serrano explained how for months the City has been looking into a new application for parking meters and in the midst of the conversation, the City's team recognized that there was the opportunity to also move to a paperless parking permit program and integrate with the police enforcement database. Since the contract for police enforcement was up for renewal, they looked for a company that could service the various departments within the City, while being user-friendly and beneficial for the residents. The City interviewed five different

companies and determined that Passport was the best company to meet all of the City's criteria for paperless permits, parking payments, and police enforcement.

Euka Pietrosanti, Deputy City Clerk, proceeded with an overview on how Passport would be able to provide a platform for paperless permits for the Commuters, merchants, and residents of the downtown. She said that with success for residents in mind, staff determined that the company would need to provide the following, at minimum: user-friendly module for the resident users, ability to list several cars on one permit (still only allowing one vehicle per permit parked at a time), ability for residents to auto-renew their annual permits, automatic reminders to avoid non-renewals and unhappy residents, an efficient program to distinguish between residents and non-residents, the availability to provide resident customer service over the phone and via e-mail, easy addition of temporary vehicle, and the ability to cross-check with the parking ticket database to enforce the requirement of those renewing to be up-to-date with outstanding parking tickets. She said that of the five companies interviewed, Passport was the only one that was able to fulfill all of the requirements necessary to transition the current system to a paperless platform. She detailed how this new platform would alleviate many of the re-occurring issues the department faces during the annual renewal period.

Joseph Fazzino, Acting City Comptroller, explained the ease of paying by the app and the advantages it will provide for the residents within the downtown. Additionally, he explained that it would provide a better system for those commuters that currently feed 20 quarters a day into the single head meters. A user will be notified via text message when time is running low and have the option to add time, if the City desired. Also, merchants will have the opportunity to provide parking validation for their clients, which is a service they cannot currently provide. Comptroller Fazzino further explained that Passport's real-time information technology is crucial for Police Enforcement Officers (PEO) for the issuance of parking tickets and could avoid the reoccurring issue shoppers' face, when PEOs write tickets, as shoppers are walking to a pay station to pay. He also explained how the pay station fees are in line with the current fees the City is paying. Last year, the City had 80,000 transactions which cost the city \$20,000 in credit card transaction fees. With the option of a parking app, the convenience fee would be passed on to the user. The City will also experience a savings from the pay stations due to the fact that the current 10 pay stations cost \$100,000 to purchase and \$20,000 in annual maintenance. With the parking app, there will not be a need to purchase as many pay stations in the near future.

Conor Kelly, Sales Representative from Passport, provided an overview of the company and how it can work for the City of Rye. The company's main area of focus is the parking application which provides the user a convenient way to pay, along with the parking permit platform and citation enforcement management system to provide improved efficiency and revenue for the City. Mr. Kelly provided the Council with a flyer that outlined Passport's presence in the area which includes all of the MTA rail stations in the State of New York. He reported that all of the MTA rail stations are run by a parking management company called LAZ parking and are contracted by LAZ to provide all three services the City is looking to pursue. Passport is also used in 450 locations including Chicago, Boston, Montreal, New Haven, White Plains, Albany, and Buffalo. In the City of White Plains, Passport hosts 10,000 parking spots and their data reports almost 50% of the users are paying by the app. Councilwoman Souza asked if the data collection from the company can be utilized by the City. Mr. Kelly explained

how numerous reports will be available such as on peak times of parking use, how many spots are being used and a variety of other financial and parking related data. He also responded to Councilwoman Goddard's question on security protection by stating the company is PCI compliant, has DSS service 1, which is the highest security available for credit card processing, and host their servers on Amazon Web Services (AWS).

Inherent costs to the user were discussed, as well as the mobile app feature of a virtual gift card, or a "wallet." Mr. Kelly explained that by incentivizing the users to add a lump dollar amount to the wallet, this can decrease the overall transaction fess the City incurs.

Councilwoman Souza asked how Passport makes money. Mr. Kelly reported that Passports' major source of revenue is via convenience fees which are added to app payments and online payments for citation/violation payments.

Mayor Cohn noted that M-Pay seemed comparable to Passport and wondered if there was a cost differential that decided the preference. Mr. Fazzino explained that M-Pay could not provide an adequate parking permit platform. Mr. Serrano followed up with the fact that the user could not go online themselves to update their information but would need to e-mail the Clerk's office for any updates.

Councilwoman Tagger-Epstein stated she is a happy user of the app, and found it extremely convenient and appreciated the low time warning she receives when parking in White Plains.

Mr. Kelly stated that current lists for commuter waitlists and unpaid parking tickets will be forwarded to Passport to host the lists, as well as try to re-coup unpaid tickets on behalf of the City. He explained that the current contract would be an initial three-year term and one-year renewal options thereafter.

Mayor Cohn asked if Passport would consider a one year contract, but Mr. Kelly explained due to the intricacy of the three programs, one-year term may not be possible. He explained that if the proposal was only for the mobile payments, Passport would certainly entertain a one-year contract. With this contract including three handheld devices and a variety of details for the integration on the permit and enforcement platforms, it requires a longer initial contract.

The Mayor called for a five minute break. At 9:38 P.M., the Mayor called the meeting back into order.

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

Jason Yacavone, 50 Allendale Dr., expressed his concern that not all of Allendale Drive is affected by errant golf balls from the 5th hole. He reported that the Taitts are affected because of the location of the tee box, but that six houses on the street are not impacted. He said that a

net is not needed behind 50 Allendale Drive, as they have never seen golf balls hit their house. He also felt strongly that a net would decrease their property value. He suggested that a solution would be to add rough to the fairway so the golfer aims to the left. He said that regardless of the solution, there are no safety concerns for the residents at the bottom of Allendale Drive.

Kelly LeGaye, 44 Allendale Dr., reported that she grew up in Rye and currently backs up to the 5th hole. She requested to have a golf course architect and a public workshop to discuss other possibilities for the 5th hole. She recognizes that upper Allendale residents have asked for help to mitigate the issue of golf balls. She would like to participate in the conversation but would like to recognize that she is opposed to a net.

Shaun Lorraine, 68 Allendale Dr., resides on the lower part of Allendale Drive. As a homeowner for two years, he said he has never had a ball hit the house. He added that his two children are five and two years old and that was a full concern when purchasing the house. He is in full support to the upper neighbors but would like to express that the lower part of Allendale Drive is not faced with the same concerns as the homes on the upper portion of Allendale Drive.

Mayor Cohn reported that the Council is giving this subject a lot of thought and are committed coming up with many ideas that would be satisfactory to all.

Steven Tait, 9 Allendale Dr., said he appreciated that the City was looking into the 5th hole issue at the Golf Course and the time that the Council was taking to not make a rushed decision. He was optimistic that an open discussion would occur with all the neighbors to come to a suitable solution.

Ray Tartaglione- 10 Hen Island, commended the Council on addressing the sewage problem earlier in the evening, but asked why his sewage concerns are said to be a County issue. Mayor Cohn stated that the subject of the earlier portion of the meeting was that a City pipe was damaged. Additionally, Councilwoman Souza stated there is not a City-owned sewage system on Hen Island.

Mr. Tartaglione stated there are pipes on Hen Island and feels the City should write violations for those that are not in line with the City Code. The Mayor stated for the record there have been numerous inspections on Hen Island, and that the City had arranged for another County Health Department inspection. Further he said there would be a property maintenance inspection with the City's inspector, and that the Code provisions he previously provided are not applicable to seasonal cottages. Mayor Cohn said although the Council was trying to help, Mr. Tartaglione is asking for assistance that is inappropriate for the City to partake in. Mr. Tartaglione questioned why the Council would look into sewage issues from 34 homes on Clinton and Central Ave but not look into sewage issues from Hen Island. Mayor Cohn replied that the County Health Department has previously determined that sewage from Hen Island was not infiltrating the Long Island Sound. The Mayor reiterated another inspection would be conducted and invited Mr. Tartaglione to be present.

7. Discussion of proposed parking permit fees for 2019.

City Manager Serrano stated that he felt it appropriate to start discussion on 2019 revenue, as parking permit fees for the following year are collected in September of the current year. By opening the discussion, it would allow for enough notice to give to commuters prior to the renewal period. He stated that the City Clerk provided a very detailed and thorough memo which was updated from the year prior, to support the fee increase. He said that she also provided a supplemental analysis chart on what other municipalities charge. He explained how no decision would be made this evening, but that a decision would need to be made by the July meeting to ensure the fees and charges schedule is amended prior to the start of the renewal period.

Mayor Cohn questioned why there is such a wide range of pricing within municipalities and if the City knew how the pricing would be set. Councilwoman Goddard also suggested that it would be helpful to see which municipalities had waitlists to better gauge the demand of the parking and justify the pricing. The Mayor confirmed the decision would need to be made by July so upon obtaining more information the discussion will continue.

8. Resolution to authorize the expenditure for the design and engineering consultants with respect to, and construction of repairs or replacement (including rerouting) of, the damaged I-95 sewer line that has drained into the Locust Avenue storm drain and design and engineering consultation and work necessary to complete the Sanitary Sewer Evaluation Survey. Funds to cover the cost for consultants and construction may be made from General operations, Contingency, Fund Balance or Debt.
Roll Call.

Councilman Mecca made a motion, seconded by Councilwoman Tagger-Epstein, to adopt the following resolution:

RESOLVED, to authorize the expenditure for the design and engineering consultants with respect to, and construction of repairs or replacement (including rerouting) of, the damaged I-95 sewer line that has drained into the Locust Avenue storm drain and design and engineering consultation and work necessary to complete the Sanitary Sewer Evaluation Survey.

RESOLVED, that the funds to cover the cost for consultants and construction may be made from General operations, Contingency, Fund Balance or Debt.

ROLL CALL

AYES: Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein, Mayor Cohn
NAYS: None
ABSENT: None

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

Mayor Cohn made the following appointments to the Tunnel Advisory Committee, adding one additional member beyond what the Council approved when it was initially established: Roy Bostock and Tim Martin for a three-year term expiring January 1, 2021, Edward Collins and Kristin Siano for a two-year term expiring January 1, 2020, Elizabeth Parks for a two-year term expiring January 1, 2020, Doug French for a one-year term expiring January 1, 2019, Brian Dempsey for a one-year term expiring January 1, 2019, and Ed Stein as Chair, for a one-year term expiring January 1, 2019.

Councilwoman Hurd made a motion, seconded by Councilman Mecca, unanimously carried by the Council, to approve the Mayor's appointments.

10. Miscellaneous communications and reports.

Councilwoman Goddard stated that the Memorial Day parade is Monday, and invited all to join the City in recognizing those who have served. She also added that she just met the new Rye High School intern, Caroline Mullooly, who is very bright and wanted to thank her for her time and work she is doing for the City.

Councilman Mecca reported that on May 20, 2018, the Rye Library held its annual Vehicle Fair, which was a successful event. Additionally, at the most recent Planning Commission meeting, nine outdoor dining locations were approved. Further, he reported that the Planning Commission also addressed the traffic circulation flow at Resurrection School complex and have set a public hearing for Tuesday, June 5th at 7:00 P.M. Councilman Mecca also announced that the Annual report from the Landmarks Committee was just released with the following 2018 achievements: Landmarked Baird Square, Milton Cemetery and Purdy Cemetery; historic Benjamin Franklin milestone has been inspected and repaired; Historic milestone 25 is ready to be removed and moved to the new Post Road site for preservation and landmarking; relocating Milestone 29 to its proper location in Greenwich; working with the City Manager to prepare new signs for sport events that reflect the historic character of Rye; and the Haynes-Robbins house needed a Certificate of Appropriateness from the Board of Architectural Review with input from the Landmarks Committee. Additionally, in the future, they are looking to landmark more homes in Rye. Councilman Mecca invited those with older homes to contact him or any members of the Landmarks Committee.

Councilwoman Hurd stated that the Flood Advisory Committee is having bi-weekly meetings with NY Rising to update any status in question. They are also reviewing where to spend the additional funds that may be available after the completion of the two projects of the Milton drainage project and the sluice gate project. Projects considered with the additional funds in the running include: clean above the upper pond, flood resiliency at the library and Locust Avenue Fire House and the Rye Nature Center Bridge. For the Chambers of Commerce, the next meeting is a Summer Soiree, to be held on June 7, 2018. Also, June 2, 2018 is the "Get Your Gatsby On" event for the Rye Historical Society, to be held at a secret location. For the Boat Basin, the Marina is open. Councilwoman Hurd said that new finger floats are being water-

sealed, interior painting is being done, damaged electrical line is in the process of being repaired, and the cutting of branches or entire trees downstream is being done daily. She also announced that Rye Town Park has a budget workshop next Thursday night, May 31, 2018, from 5:30 to 7:30 P.M. for a lively discussion. With regard to the restaurant space at Rye Town Park, Barley on the Beach has filed for permits, so hopefully they will open soon. Mayor Cohn added that he hopes they will have a plan for interim food service until they are fully operational.

Councilwoman Tagger-Epstein reported that the Traffic and Pedestrian Safety Committee has seen great success on the newly established Coolidge, Osborn and Theall parking restrictions. She reported that residents are now witnessing “the creep” of cars parking on Harding Avenue, and those who originally did not want adjustments on the street may now reconsider. She said that the Traffic and Pedestrian Safety Committee may re-evaluate Harding at next month’s meeting. As a Public safety announcement, she wanted to bring attention to tick season, which is out in full force and the area is expecting a bad year. She encouraged the community to spray and check yourselves often as ticks walk and jump. She said that even if someone is not a nature person, ticks can attach to people and dogs. On a personal note, she said that ticks have been removed from herself and her two-year-old already this season. She encouraged others to purchase a tick removal kit; if one is found, Greenwich Town Hall is allowing people to drop off ticks for immediate testing at a cost of \$65. She encouraged people to keep them alive in a zip lock for testing purposes.

Councilwoman Souza announced that June Fest for 5th and 6th graders would be held on June 1, 2018. She encouraged those interested to register on the Rye Recreation website. She also announced that those wanting to purchase tennis passes for the season, or \$13 per use. She reminded everyone that the Food Truck Festival will be held on June 23, 2018, from 1:00 to 5:00 P.M. with two live bands and a variety of gourmet foods. There will be no office hours on Memorial Day, but Councilwoman Souza asked that the community join in the parade.

Councilman Stacks announced that the pool is opening at Rye Golf Club on Saturday, May 26, 2018 at 10:00 A.M. He also announced several upcoming Golf Club events, including the Men and Ladies Senior Championships for ages 50+ with three divisions, Ladies Governors Cup & Players Championship on June 3, 2018, and the Men’s one day event on Thursday, June 21, 2018. Councilman Stacks also announced that the Finance Committee is coming to the end of their initial fact finding and will be coming to a close on their initial report.

11. Old Business.

Mayor Cohn provided an update as it related to the recent Con Edison loss of power after the storms in March. He participated in a group, United Westchester, which was organized by Assemblyman David Buchwald, who organized information from many towns within Westchester. The report was published on Monday, May 21, 2018, and will be used in both the Public Service Commission hearings and Assembly zone hearings. There will be an Assembly zone meeting on Tuesday morning on May 29, 2018 with members of Con Edison and NYSEG present. Additionally, as it relates to gas main installations in Rye, and the logistical difficulties they are currently facing, Con Edison was largely non-responsive but with the input of the City

Manager and Ryan Coyne, they have collaborated a plan for Con Edison to conduct some of the work this year and defer the rest to next year. A conversation with Mr. Coyne, Mr. Serrano and Con-Ed is scheduled for later in the week.

12. New Business.

There was nothing discussed under this agenda item.

13. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilwoman Souza and unanimously carried, to adjourn the meeting at 10:33pm.

Respectfully submitted,

Euka Pietrosanti
Deputy City Clerk



CITY COUNCIL AGENDA

NO. 4

DEPT.: Engineering

DATE: June 1, 2018

CONTACT: Ryan X. Coyne, PE, City Engineer

AGENDA ITEM: Presentation of the City of Rye Stormwater Management Program 2017 Annual Report.

FOR THE MEETING OF:

June 6, 2017

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: Review and comment on the Annual Report.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

Pursuant to the requirements of the Phase II Stormwater Regulations, the 2017 annual report will be presented to the Council. The City is required to file this annual report with the NYSDEC; the report shows the activities that City conducted in 2017 to improve water quality and the activities that will be undertaking/continuing in the future.



CITY COUNCIL AGENDA

NO. 7

DEPT.: Clerk

DATE: June 1, 2018

CONTACT: Carolyn D'Andrea, City Clerk

AGENDA ITEM: Resolution to modify the fees regarding the 2019 commuter parking permits.

FOR THE MEETING OF:

June 6, 2017

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council adopt the 2019 fee for commuter parking permits, collected in 2018.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The 2019 commuter parking permit fees are required to be established prior to the permits being sold in summer/ fall 2018. Currently, the fee for all commuters is \$760/ year. Should the Council wish to amend the fee for 2019, the City Clerk's office has prepared a detailed memo, attached. The memo outlines a comparison of the fees charged in other local municipalities for train station parking, a summary of Rye's current supply and demand with regard to commuter parking, and an analysis of possible additional revenue. With rising capital costs to the City and an effort to comply with a tax cap environment, this fee is a possible avenue to explore.

**CITY OF RYE
MEMORANDUM**

TO: Marcus Serrano, City Manager
Mayor Cohn and the City Council

FROM: Carolyn E. D'Andrea, City Clerk

RE: Commuter Parking Permits – Revenue Proposal

DATE: May 17, 2018

Each year, Department Heads are tasked with reviewing current revenue sources and propose new recommendations to offset the increase in taxes to the residents. Since stepping into the City Clerk role in 2015, my focus has been to improve our commuter parking program to benefit both the City and our resident users. After taking a hard look at several financial factors, our supply and demand of parking, and a municipal fee comparison, I am recommending an increase in our current Commuter Parking Permit fees for the 2019 year.

By way of background, the City of Rye manages the parking for Metro North Railroad per a 1975 agreement. The City and Metro North have been in recent discussions to update our agreement, and both parties have agreed that raising user fees would be appropriate. For the Metro North lot, the City and the MTA split the revenues (50%) and for the Highland/ Cedar lots, the City retains 100% of the revenue. I have attached an analysis document that we prepared in the event that the Council were to approve an annual fee of \$1,000 for residents, and \$1,400 for non-residents. While we entertained the idea of raising non-residents to a greater fee than \$1,400, Metro North is prohibiting us from doing so, stating that the difference between the resident and non-resident fee cannot exceed 40%.

In order to move forward with any revenue increases for commuter parking for 2019, the City Council would be required to adopt a change to the 2018 Fees and Charges schedule. The reason for this is that the Clerk's office collects parking permit fees in 2018 (September 1 to October 31) for the 2019 year.

I have met with the Finance Committee about this proposal, and after our positive discussion, they were very supportive of this recommendation and will likely address the issue with the City Council in their June 2018 report. We have identified several areas that we felt were most important in justifying the fee increase below.

Municipal Comparison/ Survey

My Deputy Clerk and I contacted as many other municipalities who manage train station parking as we could to gather some data about what others charge for their permits. The comparison document is attached, showing that even with a fee increase, we are within the average range of what others charge.

Fees Have Not Been Raised Since 2014

One of the biggest deciding factors to raising fees is how often a specific increase comes up for City residents. If the fees are raised for 2019, it will have been five years since the City's last increase. Per my discussion with the Finance Committee, the issue of inflation is an important one when recognizing that a change has not occurred in several years.

The City's High Demand and Low Supply of Parking/ Encouraging Turnover

With a 12 to 17 year projected wait list of 424 people, it is clear that many are desperate for a parking permit. We have had many calls of new residents who move to Rye for the train station, but who cannot get a parking permit. In 2017, when we had the open sale online for the Highland/ Cedar permits, the 38 available permits sold out in under 1 second, with 12,000 hits on the page that day. We've heard from many residents that the parking permit fees are too low, as those who no longer need them hold on to them, precluding someone who needs to commute from obtaining a permit. The supply/ demand ratio highly supports raising the fees for 2019.

Increasing Revenues by \$156,000

To lessen the burden on the tax payer, if the City Council were to approve an increase to the user to a minimum of \$1,000 and \$1,400, the City's revenue would increase by \$156,000. The full financial analysis is attached to this memorandum.

Parking Analysis - September 2017 through May 2018

Annual Summary

Community	Does community operate its own commuter lot, or on behalf of Metro North?	User Costs/ Fees
City of White Plains	Owens lots	\$1,500
City of New Rochelle	Owens lots	\$1,100
Hartsdale Parking District	Owens lots	\$1,200
Town of Eastchester	Metro North	Annual/Semi/Quart \$780/\$390/\$195 (resident & non)
Town of Harrison	Owens Lot; MTA owns and operates another lot run by LAZ	\$750, resident only (semi annual is "hardship based")
Town of Mamaroneck	Owens lot; also has MTA lot run by LAZ	\$750/yr; \$583 for LAZ parking
Town of Mount Pleasant	Operates but pays rent to Metro North	Residents only - \$345/yr, \$125/student, daily fees as well
Town of North Castle	Owens lots	Resident only \$300/6mths
Town of North Salem	runs MTA commuter lot	Resident \$350, non resident \$800
Town of Somers	Contract for Parking w/ Town of Bedford	\$1,306
Village of Croton-on-Hudson	Owens lots	\$1,844
Village of Bronxville	Owens lots	\$1,250
Village of Briarcliff	Owens lots	Res Ann/Quart/Mth (\$675/\$210/\$95) Non res ann=\$1,200
Village of Hastings-on-Hudson	Owens Lot & Operates additional lot on behalf Metronorth	Hastings lot \$475, MetroNorth \$570, also metered spaces
Village of Irvington	Operate municipal lot, metro north operates its own as well	Resident Ann/Semi-ann- \$531/\$314. metered spces open to gen pub w/ pay-by-phone
Village of Larchmont	Mixed	Many options (resident \$695 permit, or \$60/ permit plus \$6/day); sells a non-resident permit that allows them to pay daily at a meter spot
Village of Pelham	Owens lots	Res annual - \$700, Non res ann - \$1250
Village of Port Chester	MTA run by LAZ	\$583 for resident/non-residents
Village of Pleasantville	Owens lots	Resident - \$250-600, business-\$350-650
Village of Scarsdale	Owens lots	\$1,600
Village of Tuckahoe	Owens lots	\$1,700
Yonkers Parking Authority	Owens lots	Res (Mth/Quar/SA) \$109, \$320, \$625 (or less), non-res \$124, \$365, \$710

resident	non resident
\$ 1,500.00	\$ 1,500.00
\$ 1,100.00	\$ 1,100.00
\$ 1,200.00	\$ 1,200.00
\$ 780.00	\$ 780.00
\$ 750.00	n/a
\$ 750.00	\$ 750.00
\$ 345.00	n/a
\$ 600.00	n/a
\$ 350.00	\$ 800.00
\$ 1,306.00	\$ 1,306.00
\$ 1,844.00	\$ 1,844.00
\$ 1,250.00	n/a
\$ 675.00	\$ 1,200.00
\$ 570.00	\$ 570.00
\$ 531.00	n/a
\$ 695.00	n/a
\$ 700.00	\$ 1,250.00
\$ 583.00	\$ 583.00
\$ 600.00	n/a
\$ 1,600.00	n/a
\$ 1,700.00	\$ 1,700.00
\$ 1,250.00	\$ 1,420.00

Average: \$ 939.95 \$ 1,143.07

Assumptions	2018	2019 - Proposed
Total number of MTA-lot parking permits sold	742	742
Total number of MTA -lot resident parking permits	594	594
Total number of MTA-lot non-resident parking permits	148	148
Total number of city-owned lot resident parking permits (Highland/Ced	253	253
Percent of MTA-lot parking permits subject to MTA revenue share	94%	94%
MTA rev share to city	50%	50%
Percent of MTA-lot parking permits not subject to revenue share	6%	6%
Resident permit annual fee	\$760	\$1,000
Non-resident permit annual fee	\$760	\$1,400
Sales tax	7.37500%	7.37500%

	2018		2019 - Proposed	
	Resident	Non- Resident	Resident	Non- Resident
MTA-owned permits	594	148	594	148
MTA-lot permits subject to revenue share	558.36	139	558	139
Fee per permit less sales tax	\$707.80	\$707.80	\$931	\$1,304
Gross revenue from MTA-owned permits subject to revenue share	\$ 395,207	\$ 98,469	\$ 520,012	\$ 181,390
Revenue from MTA-lot permits subject to revenue share	\$ 197,604	\$ 49,235	\$ 260,006	\$ 90,695
MTA-lot permits NOT subject to revenue share	36	9	36	9
Fee per permit less sales tax	\$708	\$708	\$926	\$1,297
Revenue from MTA-lot permits NOT subject to revenue share	\$ 25,226	\$ 6,285	\$ 33,012	\$ 11,515
City-owned lot permits	253		253	
Fee per permit (not subject to sales tax)	\$760		\$1,000	
Revenue from city-owned permits	\$ 192,280		\$ 253,000	
Revenue to City	\$ 415,110	\$ 55,520	\$ 546,017	\$ 102,210
TOTAL ANNUAL PERMIT REVENUE	\$ 470,629		\$ 648,228	

Potential increase to city revenue	\$ 177,598
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CITY COUNCIL AGENDA

NO. 8

DEPT.: Police

DATE: June 1, 2018

CONTACT: Michael C. Corcoran, Jr., Commissioner of Public Safety

AGENDA ITEM: Consideration of the proposed revisions and addition to the Rules and Regulations of the City of Rye Police Department: General Order #103.1, General Order #109.6, General Order #109.11, General Order #111.1, General Order #111.4, General Order #114.2, General Order #114.9, General Order # 116.4, General Order # 116.10, General Order #117.4, General Order #120.3, General Order #120.6, General Order #120.7 and General Order #120.9.

FOR THE MEETING OF:

June 6, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: Approval of a revision to five (1) General Orders and the addition of one (13) General Order.

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

BACKGROUND:

- General Order #103.1 regarding General Regulations.
- General Order #109.6 regarding Offenses Involving Foreign Diplomats and Consular Officials.
- General Order #109.11 regarding Drug Recognition Expert (DRE). New
- General Order #111.1 regarding Evidence and Non – Agency Property Management.
- General Order #111.4 regarding Processing of Recovered Firearms: “Crime Guns”.
- General Order #114.2 regarding Supervisory Notifications and Response.
- General Order #114.9 regarding Continuity of Operations Plan (C.O.O.P.).
- General Order #116.4 regarding Sick Leave.
- General Order #116.10 regarding Pregnancy and Maternity Leave.
- General Order #117.4 regarding City Owned Property
- General Order #120.3 regarding Interrogation of Members.
- General Order #120.6 regarding Cause for Relief from Duty.
- General Order #120.7 regarding Disciplinary Matters.
- General Order #120.9 regarding Workplace Violence Prevention.

The General Orders have 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 #103.1	New [] Revised [X] Supersedes: 103.1 issued 12/15/03	
Subject: General Regulations		
Date Issued XXXX	Date Effective XXXX	Page 1 of 11
Issuing Authority: Michael C. Corcoran Jr., Commissioner of Public Safety		

PURPOSE

To establish standards of performance and conduct for all members of this department.

POLICY

All members of the Rye Police Department shall maintain compliance with the policies, rules, regulations, orders and guidelines. Non-compliance shall be cause for counselling, re-training, reprimand and or disciplinary action.

PROCEDURE

PERFORMANCE

All members of the Rye Police Department will:

1. Obey all laws of the United States and of any state and local jurisdiction in which officers are present both on duty and off duty. A conviction of any law shall be prima facie evidence of a violation of this section.
2. Conduct themselves at all times both on and off duty in such a manner as to reflect most favorably on the Department. Conduct unbecoming an officer shall include that which brings the Department into disrepute or reflects discredit upon the officer as a member of the Department or that which impairs the operation or efficiency of the Department or officer.
3. Carry out their duties and responsibilities while on duty.
4. Perform all duties as directed by competent authority and Department General Orders.
5. Report for duty at the time and place required and shall be physically and mentally fit to perform their duty.
6. Remain on assigned posts or in assignment until:
 - a. Designated time of termination.
 - b. Properly relieved.

- c. Authorization from competent authority.
 - d. Police necessity.
7. Maintain Department property issued or assigned for use; never abusing, misusing, defacing or damaging said equipment.
 8. Make accurate and concise entries in Department records in chronological order, without delay.
 9. Make corrections on written or typed Department records by drawing a line through the incorrect matter and entering the correction immediately above, then initialing the change.
 10. Answer the Department phones promptly, stating in a courteous manner the command or the division, rank or title and surname.
 11. Shall truthfully answer all questions specifically directed and related to the scope of their employment and the operations of the Department, which may be asked of them in compliance with G.O. 119.2.
 12. Shall perform their assigned duties as expeditiously as possible. Once assigned to a detail an officer shall respond directly to that location unless a more emergent situation arises while en route.
 13. Shall courteously and promptly record in writing any complaints made by a citizen against any member or the Department. Members may attempt to resolve the complaint, but shall never attempt to dissuade any citizen from lodging a complaint against any member or the Department. Members shall follow departmental procedures for processing complaints. (G.O. 120.2)
 14. When assigned to uniform duty, wear the regulation uniform unless otherwise directed by competent authority. (G.O. 104.1)
 15. Notify the desk officer whenever they leave their assigned post, vehicle or assignment.
 16. Operate Department vehicles in a careful and prudent manner and shall obey all laws and Department procedures pertaining to such operation.
 17. Make only authorized and necessary transmissions on Department radios.
 18. Keep Department vehicle in public view while assigned to general patrol duty.
 19. Be responsible for the humane treatment and safe keeping of prisoners in custody or detained in Headquarters over which said member has supervision.
 20. Take meal period at the designated time, for a period not exceeding 30 minutes and remain available and subject to recall

during meal.

21. Have on file their current address including apartment number, if any. Mailing address, if different, must also be on file. The current physical address must contain street, road, route number. Where a number is not assigned, a physical description as to how to locate the residence is required. Current telephone number must be on file.
22. Report immediately, in writing, changes in address or telephone number.
23. Report in writing any change in marital status or the addition of dependents.
24. Remain awake while on duty. If unable to do so, they shall so report to their immediate supervisor who shall determine the proper course of action. The supervisor will document the action taken via email to the Patrol Commander.
25. Submit all necessary reports on time and in accordance with established departmental procedures. Reports shall be truthful and complete.
26. Maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. They shall know local, state and federal laws as they apply to their duties and enforce those laws.
27. No member shall work more than 16 hours in any given 24 hour period except under emergency conditions and with the approval of the Patrol Commander.

PROHIBITED CONDUCT

Members SHALL NOT (either by commission or omission):

1. Members shall not commit or omit any acts that constitute a violation of any of the rules, regulations, directives or orders of the Rye Police Department.
2. Engage in conduct that brings discredit upon the department.
3. Fail to perform a duty.
4. Disobey a lawful order.
5. Be insubordinate or disrespectful towards a superior officer.
6. Be inattentive to duty.
7. Lounge or sleep on duty.
8. Be absent from duty without proper authorization.
9. Receive, solicit or attempt to solicit a bribe or gratuity in any form.
10. Associate or fraternize with known criminals, unless that

person is a family member, and at no time will police related information be discussed.

11. Interfere with cases being handled by this Department or by any other governmental agency.
12. Make false accusations of a criminal or petty offense.
13. Intentionally make any arrest, search or seizure that is not in accordance with the law, and/or departmental procedure.
14. Make any false official statement.
15. Remove, alter or change any official department record except as provided for in Department procedure.
16. Disseminate or release information contained in a department record except in conformance with Department procedure.
17. Publicly criticize the official actions of a Department member.
18. Obligate the Department financially in any manner except as authorized by the Commissioner of Public Safety.
19. Engage in any activity or personal business that causes neglect or inattentiveness to duty.
20. Consume intoxicants on duty or in uniform on/off duty, or 5 hours prior to reporting for duty.
21. Bring or permit an intoxicant to be brought into Police Headquarters or a department vehicle, unless pursuant to police duties.
22. While on duty, Officer will not enter a premise serving intoxicants except for meal or performance of duty.
23. Recommend the use of a particular professional or commercial service to anyone except when transacting personal affairs.
24. Engage in illegal gambling anywhere except in the performance of duty.
25. Use Department equipment, uniforms, badges or firearms in the performance of off-duty employment, except as otherwise approved by the Commissioner of Public Safety via a "Secondary Employment" application which is renewed annually.
26. Allow use of depiction of themselves in regulation uniform in any advertising of any commodity or commercial enterprise, without the permission of the Commissioner of Public Safety.
27. While in uniform, on or off duty, engage in any personal activities. Personal activities include, but are not limited to, shopping and carrying package(s) or article(s).
28. Use Department logo, stationery or forms unless authorized by

the Commissioner of Public Safety.

29. Permit unauthorized persons to ride in a department vehicle without permission of the Patrol Commander, Detective Commander or Commissioner of Public Safety.
30. Ride in or on a non-Department vehicle during duty hours without permission of the Patrol Commander, Detective Commander or Commissioner of Public Safety.
31. Operate a Department vehicle outside the City, except in performance of official duty.
32. Express any prejudice concerning race, religion, politics, sex, national origin, lifestyle or similar personal characteristics.
33. Make personal long distance telephone calls chargeable to the Department.
34. Accept or make long distance telephone calls on departmental phones without the approval of a superior or supervisor.
35. Take still pictures or video or other devices that capture audio, while on duty, except in the performance of duty, or as specifically authorized by the Commissioner of Public Safety.

POLITICAL ACTIVITY

Members SHALL NOT:

1. Use their official capacity to influence, interfere with or affect the results of an election.
2. Otherwise engage in prohibited activities on the federal, state, county or municipal level.

Members may participate fully in public affairs except as provided by law, to the extent that such endeavors do not impair the neutral and efficient performance of official duties or create real or apparent conflicts of interest.

FINANCIAL RESTRICTIONS

Members SHALL NOT:

1. Use a photograph in uniform or mention rank, title or membership in the Department for commercial advertising.
2. Accept a testimonial award or gift, loan or thing of value to defray or reimburse any fine or penalty or reward for police service except:
 - a. Award of departmental recognition.
 - b. Award from a media outlet to a member of officer's family for a brave or meritorious act.
3. Purchase or acquire property of another, without approval of the Commissioner of Public Safety, knowing or having reason to know, that such property was held in custody of this Department.

4. Solicit, contribute or pay, directly or indirectly, or otherwise aid another to solicit, contribute or pay any money or other valuable consideration that will be used in connection with a matter affecting the Department or member of the Department without permission of the Commissioner of Public Safety.
5. Undertake any financial obligation that they know they will be unable to meet.

Members will upon the order of the Commissioner of Public Safety, submit financial disclosure statements in connection with a complaint in which this information is material to an investigation. This information shall only be used for an internal investigation and will not be made public.

COMPLIANCE WITH ORDERS

All Members WILL:

1. Be familiar with contents of the Department's General Orders.
2. Obey lawful orders and instructions of supervising officers.
3. Be punctual when reporting for duty.
4. Be governed by orders affecting another rank when temporarily assigned to perform the duties of that rank, except as otherwise indicated.
5. Keep Department locker neat, clean and secured with a lock. The Commissioner of Public Safety must have the ability to gain access to the member's locker when necessity arises.
6. No member will post or cause to be posted any material (notes, stickers, pictures, etc.) in or on any department property, building or vehicle without prior written approval from the Commissioner of Public Safety, Patrol Commander or Detective Commander.

PERSONAL APPEARANCE

All members SHALL:

1. Be neat and clean.
2. Keep uniforms clean, well pressed and in good repair, including clean uniform accessories and cleaned, shined shoes.
3. While on duty, wear uniforms or other clothing in accordance with established departmental procedures.
4. Wear cap squarely on head, with center of visor directly over nose. (Cap may be removed while performing duty in Department vehicle or on emergency assignment.)
5. Prevent non-uniform articles from showing above uniform collar.
6. Not wear earrings or other adornments while performing duty in uniform.

7. Have hair that is clean, neat and combed, and shall not be worn longer than the top of the shirt collar or back of the neck when standing with the head in a normal posture. The bulk or length of the hair shall not interfere with the normal wearing of all standard headgear.
8. Male members' sideburns shall be neatly trimmed and rectangular in shape, not extending below the bottom of the earlobe.
9. Male members shall be clean shaven except that they may have a mustache that is neatly trimmed and does not extend more than 1/4 inch beyond or below the corners of the mouth.
10. Wigs or hairpieces are permitted if they conform to the above standards for natural hair.
11. Nail polish may be worn in a neutral color.
12. Attend court and court related proceedings in proper uniform, in accordance with G.O. 104.1.
13. Non-uniformed members shall report for regular duty and court appearances in proper business attire, however, commanding officer may approve other attire due to nature of member assignment.

GIFTS & GRATUITIES

All members shall not:

1. Under any circumstances, solicit or accept any gifts, gratuity, loan or fee where there is any direct or indirect connection between the solicitation and their official position.
2. Use their official positions, official identification cards or badges for personal or financial gain.
3. Use their official position, official identification cards or badges for obtaining privileges not otherwise available to them except in the performance of duty.
4. Use their official position, official identification cards or badges to avoid consequences of illegal acts.
5. Lend to another person their identification cards or badges or permit them to be photographed or reproduced without the approval of the Commissioner of Public Safety.
6. Authorize the use of their names, photographs, official titles that identify them as officers, in connection with testimonials or advertisements of any commodity or commercial enterprise, without the approval of the Commissioner of Public Safety.

PUBLIC CONTACT

Members shall:

1. Give name and shield number to anyone requesting them.

2. Be courteous and respectful.
3. Avoid conflict with Department policy when lecturing, giving speeches or submitting articles for publication.

Members Shall Not:

1. Use discourteous or disrespectful remarks regarding another person's ethnicity, race, religion, gender or sexual orientation.
2. Divulge or discuss official department business except as authorized.
3. Engage in conduct prejudicial to good order, efficiency or discipline of the Department.
4. Patronize an unlicensed premise (social clubs, after hours clubs) where there is illegal sale of alcoholic beverages and/or use of drugs, except in the performance of duty.

EMPLOYMENT

Members may engage in off-duty employment subject to existing policy along with the following limitations:

1. Such employment shall not interfere with the officer's employment with the Department.
2. Members shall submit a written request for off-duty employment to the Commissioner of Public Safety whose approval must be granted prior to engaging in such employment. (annually)
3. Render the member unavailable during any emergency.
4. Physically or mentally exhaust the member to the point that his/her performance may be affected.
5. Require that any special consideration be given to scheduling of the members regular duty hours.
6. Bring the department into disrepute or impair the operation of the Department or the member.
7. Members who accept off-duty employment must be aware that they will not in most instances be entitled to or receive legal representation and/or indemnification from the City. Those benefits of City employment are afforded to municipal employees only when they act within the scope of their employment and in discharge of official duties.
8. An officer may not be employed in a position that is specifically prohibited by law, i.e., Alcohol Beverage Control Law, Racing, Wagering, and Breeding Law, etc.
9. Alcohol Beverage Control Law - No member shall have interest, either directly or indirectly, in the manufacture or sale of alcoholic beverages or to offer for sale or recommend to any licensee, any alcoholic beverage.
10. Alcohol Beverage Control law - No member shall be employed in any retail licensed establishment where consumption of alcoholic

beverages is permitted on premise except when authorized by the ABC Board and the Commissioner of Public Safety.

NOTE: Employment in a licensed establishment for off premise consumption (deli, grocery, etc.) is not prohibited under this section.

11. Racing, Wagering and Breeding Law - Members of the Department shall not hold, directly or indirectly, any proprietary interest, stock, office, or employment with any firm, association or corporation that;
 - a. Is licensed by the Wagering and Breeding Board to conduct pari-mutuel racing.
 - b. Conducts its occupation, trade or business at race tracks at which pari-mutuel race meets are conducted.
 - c. Owns or leases to any enfranchised or licensed association or corporation a racetrack at which pari-mutuel racing is conducted.
 - d. Participates in the management of any franchised holder or licensee conducting pari-mutuel racing.

ILLNESS OR INJURY

1. Members shall not feign illness or injury, falsely report themselves ill or injured, on or off duty, or otherwise deceive or attempt to deceive any official of the Department as to the condition of their health.
2. Members reporting sick or injured while on duty may be excused by the tour supervisor if he/she is satisfied that the illness or injury is genuine.
3. Members off duty, who are reporting themselves as sick or injured and will not be able to report for their next tour of duty, shall call the desk officer at least two hours before the scheduled tour is to begin each day of absence. If this two hour limit cannot be met, then a reasonable excuse as to why shall also be provided.
4. Members who will be absent due to illness or injury, shall at the Commissioners request, provide a doctor's note stating the nature and extent of the claimed illness or injury, if such illness or injury causes the officer to be absent in excess of 3 sick days. (G.O. 116.4)
5. Members who are injured while on duty or off duty and acting in their official capacity as police officers, shall follow the procedures as prescribed in other sections of this manual under sick policy.

SMOKING POLICY

1. Smoking is prohibited in all City of Rye facilities, without exception, in compliance with the City of Rye Smoking Policy.
2. Smoking is prohibited in all City of Rye vehicles.
3. Smoking is allowed by employees in specific outdoor areas that have been designated for each City facility. For Police Headquarters, the designated smoking area is the patio/north driveway area.

4. Uniformed members of the service shall not smoke in public view while in uniform, except in the designated smoking area.

DISCRETION

1. One of the most critical aspects concerning the use of police authority is that of discretion. Discretion, if used properly, can be a highly successful tool to resolve problems and conflicts. Discretion is necessary for many reasons. Among the most predominant is the lack of resources to deal with violations of many laws. Police must differentiate between:
 - a. Ambiguous and obsolete laws;
 - b. The effects of enforcement and community relations;
 - c. The role of police in society: and
 - d. The effectiveness and efficiency of the overall operation.
2. Officers may use discretion in many areas, such as:
 - a. The arrest or release for minor violations;
 - b. Issuance of a summons or verbal warning;
 - c. Settling minor disputes;
 - d. When performing selective enforcement; and
 - e. When assigned to enforce a targeted (specific) violation.
3. The department recognizes limitations to this power. Therefore, officers must clear many decisions of an enforcement nature through a supervisor, such as:
 - a. Potential arrests in misdemeanor or felony situations;
 - b. Potential sensitive areas; and
 - c. Those areas defined by the department, the village or the district attorney's office that limit police officers' discretion as a matter of policy.
4. Officers do not have any discretion when:
 - a. Given a lawful order;
 - b. Dealing with compliance of department rules and regulations; or
 - c. Dealing with specific laws mandating certain actions by the police.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

1. The Civil Rights Act of 1964 and the New York Human Rights Law provide the legal basis for equal employment opportunity to all without regard to race, color, religion, sex, age, national origin, disability or marital status. It is the policy of the department to treat each person with respect, dignity and integrity due them as an individual and to prohibit discrimination in all phases of the employer-employee relationship.
2. The department shall prohibit discrimination against any person in recruitment, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration for reasons of political or religious opinions or affiliations or because of race, color, national origin, sexual orientation, disability, marital

status, or age except where specific age, sex, or physical requirements constitute a bonafide occupational qualification necessary to properly and efficiently function on the job, or because of any other non-merit factor.

3. It is the responsibility of each member of the department to ensure the opportunity for equal employment and to maintain a non-discriminatory work environment.
4. The department is an Equal Employment Opportunity employer committed to the intent and spirit of this procedure. All employees are encouraged to report any complaints.

CITY OF RYE POLICE DEPARTMENT

General Order # 109.6	New []	Revised [X]
Supersedes: 109.6 & 109.7 issued 11/1/96		
Subject: Offenses Involving Foreign Diplomats and Consular Officials		
Date Issued XXXX	Date Effective XXXX	Page 1 of 6
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

To establish policy and procedure relating to diplomatic and consular officials encountered in an incident by members of this department.

POLICY

It is the policy of the City of Rye Police Department to abide by international customs and treaties, and to recognize the degrees of immunity afforded various members of diplomatic missions and consulates.

BACKGROUND

Diplomatic immunity is popularly and erroneously understood to refer to the special protection afforded all employees of foreign governments who are present in the United States as official representatives of their home governments. Diplomatic immunity, even at its highest level, does not exempt diplomatic officers from the obligation of conforming to national and local laws and regulations. It is not intended to serve as a license for such persons to flout the law and purposely avoid liability for their actions. The purpose of these privileges and immunities is not to benefit individuals but to insure the efficient and effective performance of their official missions.

DEFINITIONS

Diplomatic Agent - This term is assigned to ambassadors and other diplomatic officers who generally have the function of dealing directly with the host country officials. They enjoy the highest degree of privileges and immunities. They enjoy complete personal inviolability, which means that they may not be arrested or detained. Neither their property nor residences may be entered or searched. They enjoy complete immunity from criminal

jurisdiction of the United States and they cannot be prosecuted, no matter how serious the offense. They also enjoy complete immunity from the obligation to provide evidence as witnesses and cannot be required to testify. Family members of diplomatic agents, recognized by the Department of State, enjoy precisely the same privileges and immunities.

Administrative and Technical Staff - They perform tasks critical to the inner workings of the embassy. They enjoy privileges and immunities identical to those of diplomatic agents; they may not be arrested or detained, cannot be prosecuted, and are not obliged to provide evidence as a witness. Recognized family members of administrative and technical staff enjoy the same privileges and immunities.

Service Staff Members - They provide more menial support tasks for the missions and are therefore accorded much less in the way of privileges and immunities. Service staff members only enjoy immunity from civil and criminal jurisdiction in incidents connected with the performance of their official duties.

Consulates and Consular Officers - They are fundamentally different from diplomatic missions. Consulates perform a variety of functions such as issuing travel documents and attending to the difficulties of their own countrymen who are present in the United States. Consular officers have a significantly lower amount of privileges and immunities. They may be arrested pending trial, provided that the offense is a felony and the arrest is made pursuant to a decision by a competent judicial authority (e.g. a warrant issued by a competent court). They can be prosecuted for misdemeanors, but remain at liberty pending trial or other disposition of charges. Property of consular officers is not inviolable. Consular officers are not obliged to provide evidence as witnesses in connection with matters involving their official duties, to produce official documents, or to provide expert witness testimony on the laws of the sending country. Absent a bilateral agreement, the family members of consular officers enjoy no personal inviolability and no jurisdictional immunity of any kind.

Consular Employees - They perform the administrative and technical services for the consular post. They enjoy personal immunity for official acts. Their family members enjoy no personal immunities.

Consular Service Staff - They do not enjoy personal immunity of any kind but they do have immunity from the obligation to provide evidence as witnesses in respect to official acts.

Honorary Consuls - Honorary consuls are American citizens or permanent resident aliens who perform consular services on a part-time basis. These persons have "official acts" immunity

only and immunity from the obligation to provide evidence as witnesses only in respect of official acts. They do not enjoy personal inviolability and may be arrested pending trial if circumstances should otherwise warrant. Family members enjoy no immunity or personal inviolability.

TECRO Designated Employees - Designated employees of TECRO, located in Washington, D.C., who are accredited by the American Institute in Taiwan (AIT), enjoy full immunity from criminal jurisdiction. They are not subject to any form of arrest or detention. Their residences may not be entered or searched. Their property (including vehicles) may not be entered or searched in matters involving the exercise of criminal jurisdiction. The immediate family members of a TECRO designated employee, forming part of his/her household, enjoy the same immunity from criminal jurisdiction, arrest, and detention, so long as such individuals are not U.S. nationals or permanent residents.

TECO Designated Employees - Designated TECO employees, who are accredited by AIT, have no personal inviolability, only official acts immunity, and enjoy immunity from the obligation to provide evidence as a witness only in respect to official acts. The immediate family members of a TECO designated employee enjoy no personal inviolability or jurisdictional immunities of any kind.

Personal Inviolability - Personnel in this category enjoy the highest degree of privileges and immunities. They may **not** be arrested or detained; neither their property nor residences may be entered or searched; they cannot be prosecuted no matter how serious the offense; they are not obliged to provide evidence as a witness and cannot be required to testify as a witness or victim of a crime.

PROCEDURE

A. Formal identity of documents issued by the Department of State

1. When a member responding to, or investigating an apparent violation of law, is confronted with a person claiming immunity, he/she will immediately request official Department of State identification in order to verify the person's status and immunity.

a. The **only authoritative identity document** is the identity card issued by the Department of State Protocol Office.

b. There are only three types of identification cards:

- Diplomatic - Blue border for Diplomats
- Official - Green border for employees
- Consular - Red border for consular personnel

2. The identification cards are 3-3/4" x 2-1/2" and will contain a photo of the bearer. The bearer's name, title, mission, city and state, date of birth, identification number, expiration date, and a U.S. Department of State seal will appear on the front of the card. A brief statement of the bearer's immunity will be printed on the reverse side.
3. Foreign diplomatic passports, U.S. diplomatic visas, tax exemption cards, automobile registration, license plates and driver's licenses are **not conclusive** for immunity and **require additional verification**.

B. Telephone verification of identification

1. Officers will call the Department of State for assistance in verifying the identity of individuals in the following cases:
 - a. Investigation of any serious incidents involving an individual claiming immunity (DWI, personal injury and accidents, etc.).
 - b. Any case where a member has reason to doubt the validity of the card.
 - c. Any case where an individual claims immunity and cannot present satisfactory identification.
2. See Attachments and/or visit <https://www.state.gov/m/ds/protection/immunities/c9125.htm> for a list of phone numbers for 24 hour verification and/or information purposes.

C. Investigation of an apparent violation of Criminal Law

When members are confronted with a person claiming immunity they will:

1. Request the official Department of State identification card in order to verify the individual's status and immunity.
2. If the individual is unable to produce satisfactory identification and the situation would normally warrant arrest or detention, the officer will inform the individual that he/she will be detained until proper identity can be confirmed.
3. If proper identification is available, the individual's immunity will be fully respected to the degree to which he/she is entitled.

NOTE: In both cases, members are encouraged to contact the Department of State (or the U.S. Mission to the UN when applicable) to verify the individuals status.

4. If it is established that the individual is entitled to full inviolability and immunity of a diplomatic agent, he/she **WILL NOT** be arrested and should not, except in extraordinary circumstances, be handcuffed or detained in any way.
5. Officers will record all pertinent details from the identification card and fully record the details and circumstances of the incident in an incident or supplemental report.
6. Proper documentation and notification is essential to permit the Department of State to take consequential steps, should they be considered appropriate.

D. Personal Inviolability vs. Public Safety

The United States Government and, in turn, members of this department do not give up the right to protect the safety and welfare of its residents, and retains the right, in extraordinary circumstances, to prevent the commission of a crime.

In circumstances where public safety is in imminent danger or it is apparent that a serious crime may otherwise be committed, officers may intervene to the extent necessary to halt such activity.

E. Traffic Enforcement

1. Stopping a diplomatic or consular officer and issuing a traffic summons **does not constitute** arrest or detention and is permissible.
2. Officers may issue summonses for traffic offenses and a written report of the incident will be promptly forwarded to the Department of State through the Records Division.
3. A diplomatic or consular officer found to be driving while intoxicated **will not** be allowed to continue to drive.
 - a. They can be offered Standardized Field Sobriety Tests and breath/chemical tests, but they are not required or compelled to submit to the tests.
 - b. Summonses can be issued and a written report will be made to the Department of State. A report by phone should also be made.
 - c. Members may either call a taxi for the individual or, with the individual's permission, allow a licensed and competent third party drive the vehicle.
4. It is the Department of State's policy to suspend the operator's license of foreign mission personnel not considered to be responsible drivers, and this policy may only be effectively enforced if all driving related infractions are fully reported to the Department of State.

5. The property of a person enjoying full immunity, including his/her vehicle, may not be searched or seized.
 - a. Such vehicles may not be impounded, but may be towed the distance necessary to remove them from obstructing traffic or endangering public safety.
 - b. If the vehicle is suspected of being stolen or used in the commission of a crime, the occupants may be required to present vehicle and personal identifications.
 - c. If the vehicle is stolen or was used by unauthorized persons in the commission of a crime, the inviolability to which the vehicle would normally be entitled is temporarily suspended and normal search and detention of the vehicle is permissible.
6. Vehicles registered with Consular Officials, including those with full criminal immunity, and consulates are not inviolable and **may be** towed and impounded. The U.S. Department of State should be notified via telephone and written report.
7. In cases where a member determines that the vehicle is being operated without insurance and/or has verified with the Department of State that the vehicle bearing U.S. Department of State license plates is not the vehicle for which those plates were intended members will contact the Department of State via phone for the determination on how to proceed.

F. Resources

Members will use the following resources as necessary:

- Attachments to this General Order.
- "Diplomatic Immunity" form found in Department Forms.
- "Diplomatic Plate Guide" form found in Department Forms.
- <https://www.state.gov/m/ds/protection/immunities/c9125.htm>
- Direct contact with the State Department.

CITY OF RYE POLICE DEPARTMENT

General Order # 109.11	New <input checked="" type="checkbox"/>	Revised <input type="checkbox"/>
Supersedes:		
Subject: Drug Recognition Expert (DRE)		
Date Issued XXXX	Date Effective XXXX	Page 1 of 3
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

To establish policy and procedure regarding the utilization and deployment of a DRE.

POLICY

It is the policy of the City of Rye Police Department to utilize a DRE when a suspect's signs of impairment are not consistent with the results of the Datamaster or PBT and the Tour Supervisor determines a call out necessary. Further, when another jurisdiction contacts this Department requesting a DRE, the Desk Officer will contact the Patrol Commander to make that determination. Should a DRE be utilized or deployed, an on duty DRE will be given preference and then an off duty officer will be called out by seniority. Anytime a DRE is utilized or deployed a "DRE call out" CAD will be generated by the Desk Officer.

PROCEDURE

A. DRE Utilization by this Department

1. Ordinarily, before a DRE is called out members will have:
 - a. Arrested an individual(s) for DWI or DWAI/Drugs.
 - b. Completed his/her entire SFST battery and witnessed signs of impairment.
 - c. Administered a PBT and/or Datamaster test to determine the individual's blood alcohol content (BAC).
 - d. Determined that the subject has a BAC under .13.

2. If the individual refuses any of the above tests and the arresting officer believes drugs may be involved the Tour Supervisor will be notified and may consult with a DRE.
3. For any motor vehicle accidents involving serious physical injury or a fatality the Patrol Commander will be notified to determine if a DRE will be called out.
4. If the arresting officer suspects an individual is under the influence of drugs the proper chemical test to be administered is a urine or a blood test.

NOTE: it is important to remember that when a urine sample is to be collected it should be done so at the earliest moment practical after the arrest.

5. Urine tests, like blood and breath tests, should be performed within two hours after the time of the arrest or within two hours after a breath test is administered. Exceptions may be made under exigent circumstances.
6. Blood, urine and breath will be collected as per G.O. 109.8.

B. Deployment of a DRE by this Department

1. Should this Department be contacted by another jurisdiction requesting the deployment of a DRE the Desk Officer will:
 - a. Obtain the contacting officer's department, name and call back number.
 - b. Obtain pertinent information, including the information provided by section A-1 of this G.O.
2. The Desk Officer will then call the Patrol Commander to determine if a department DRE will be dispatched.
3. An off duty DRE trained officer may respond directly to the requesting jurisdiction from their current location. The officer will notify the Desk Officer upon his/her arrival at the requesting jurisdiction and when the detail is complete.
4. On the next regular scheduled tour of duty the responding DRE officer will complete a Supplemental Report documenting the details of the requested response.

C. Test Procedures

1. Drug evaluations will be conducted by a minimum of two officers, if possible, one of which will be a certified DRE. DRE will be in charge of the evaluation and may direct the other officer to record information related to the Drug Evaluation Checklist.
2. Drug evaluations must be performed in a controlled, well-lit area without foot traffic. A portion of the test must be performed in near to total darkness. If the room cannot achieve this standard, the evaluation must be moved for this portion to an area that can.
3. DRE will provide his/her report to the arresting officer/agency in a timely manner. DRE must also follow current applicable procedure for sending evaluation report to the state coordinator.
4. DRE will follow applicable and up to date guidelines for the evaluation procedure to maintain programs integrity.

D. DRE Certification

City of Rye Police Department DREs will maintain their DRE certification as specified in National DECP Guidelines formulated by NHTSA and the IACP. It is the responsibility of the DRE to notify his/her Division Commander through the chain of command of upcoming training seminars required to maintain certification.

E. DRE Equipment

Each DRE will keep their equipment available and in good condition at all times.

CITY OF RYE POLICE DEPARTMENT

General Order # 111.1	New []	Revised [x]
Supersedes:111.1 issued 11/1/96		
Subject: Evidence and Non – Agency Property Management		
Date Issued Xx/xx/xxxx	Date Effective xx/xx/xxxx	Pages 1 of 8
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

The purpose of this directive is to establish policy and uniformity of procedure in reference to all property or evidence that may come into the official possession of the Rye Police Department.

POLICY

It will be the policy of this department to provide for the proper and lawful management and control of found, recovered, evidentiary and any other property in the custody of this department.

PROCEDURE

A. Initial Intake

All evidence will be secured in a numbered evidence locker in the patrol safe. A Property Form will be completed and attached for tracking purposes. After securing the evidence, the locker key will be given to a Detective. If no Detective is available, the key will be deposited into the locked and secured detective division office via the one way slot.

B. Responsibilities of Property Control

1. The Detective Commander shall be responsible for the custody, control and eventual disposition of all property that is turned in for any reason.
2. Recordkeeping
 - a. The Detective Commander will maintain a permanent file in the form of an evidence log.

- b. The evidence log will indicate the location of property in the evidence locker.
- c. Documentation of such property will include:
inventory/control number, incident/case number, time and date of seizure, source/owner of the item, incident type, description of the item, type of item (e.g., evidence, found property, safekeeping), persons' name and/or identification number of the person collecting the item, investigating officer, storage location, and purge review date.

3. Storage

- a. Access to the evidence room is limited to the Detective Division Commanding Officer and Detectives.
- b. The evidence room shall be locked at all times when authorized personnel are not in the room.
- c. All evidence or property shall be placed in the evidence lockers until removed by the Duty Detective.
- d. The Duty Detective will review the evidence/property bag for completeness and assign a bin number for storage of the property based on classification. Reference G.O. 113.4 Section 1.
- e. The Duty Detective will secure all drug evidence, firearm and money in the evidence room, in separate secured designated drug, firearm or currency lockers.
- f. Found Property: after all reports are completed, the found property will be tagged (date, time, case #, officer) and placed in the temporary evidence storage locker. The next on Duty Detective will remove and place property into found property locker located in the Detective Division.

4. Inventory and Audits

- a. On a semi-Annual basis, the Commissioner of Public Safety shall conduct an inspection of the property storage sites to determine adherence to department property management procedures. He/She will insure that property is being protected from damage and the property storage areas are being maintained in a clean and orderly fashion.
- b. The Commissioner of Public Safety shall designate supervisory personnel not directly involved in the security of evidence or found property to conduct an

annual audit of all property and to make an appropriate written report to the Commissioner of Public Safety regarding the outcome of the audit. The property and evidence audit shall include an inventory and review of the property records for each audit to ensure compliance with written directives. The minimum amount of property to be inspected during the audit shall be 5% of the agency's total property room inventory or fifty items whichever is less. This agency will conduct two audits annually.

- c. Unannounced spot inspections of the evidence room shall be conducted at least annually at the direction of the Commissioner of Public Safety. Property accountability, security procedures, and accuracy of records will be checked.
- d. When a new Evidence Room Manager is designated, a complete inventory of all property will be conducted, to insure that records are current and properly annotated. This will be conducted jointly by the new designated Evidence Room Manager and the outgoing Evidence Room Manager.

5. Access to Property and Evidence Storage Areas

Access to evidence and found property storage locations shall be limited to the following:

- a. Evidence Room Manager/Custodian - All locations
- b. Armorer/Firearms Custodian - Firearm storage area
- c. Supervisors - Access to the RPD Impound Lot at the Department of Public Works, when access is required supervisors will be responsible for notifying the Patrol Commander/Detective Commander as to their reason for entering. It is also important to note the Supervisor is responsible for securing the Impound Yard when he exits.

6. Taking Custody of and Securing Property/Evidence

- a. All evidence, including motor vehicles, taken into custody by an employee will be properly tagged, marked, or sealed in evidence packaging.
- b. Digital Images will be logged by Detective personnel into the Case Management system.

- c. Evidence will be marked with the officer initials for future identification whenever possible. Marking will be done so as not to:
- Damage the evidence
 - Impair Processing
 - Allow the mark to be accidentally or readily removed.
- d. Property / Evidence will be secured in the Property/ Evidence Lockers before the end of the employees shift.
- e. All drugs or money will be placed in evidence bags and sealed, separate from any other evidence by the employee turning in these items. The Evidence Room Manger or Designee will not accept these items unless sealed.
- f. All narcotics and dangerous drugs will be field tested prior to sealing, using department field testing kit.
- g. All controlled substances, including capsules and pills, will be counted and weighed by the reporting officer prior to sealing in evidence containers.
- h. If drugs are taken into custody under circumstances other than arrests or investigations, it will be noted on a recovered property sheet by the reporting officer that the drugs are to be destroyed.
- i. All property or evidence removed from any towed or impounded vehicle shall be recorded in the property section of the employees report.
- j. All handguns taken in as evidence or for safekeeping shall be placed in one of the designated weapons retention areas located inside Rye Police Headquarters.
- k. In the event an on Duty Detective is not available:
- Property/Evidence will be placed in one of the secure Evidence lockers located in the safe at the front of the building.
 - Blood and Urine samples or other perishable items that require refrigeration will be secured in the evidence refrigerator.

- When extenuating circumstances exist, (bulk items, large quantities, or critical evidence) the Tour Supervisor in charge at the scene will decide if the evidence room manger or designee will be recalled to duty to take custody of the property.
- 1. The Evidence Room Manager or his/her designee will retrieve all property from the evidence locker(s) and refrigerator each morning for transfer to the appropriate location.
- m. All containers of narcotics and dangerous drugs shall be inspected for tampering by the evidence room manager as a safe guard against the substitution of material having the same weight.

7. Right of Refusal

- a. Any property or evidence submitted to the temporary storage location that is not packaged as specified in this order may be rejected for transfer to a permanent storage location. The property custodian will notify the reporting officer and his/her immediate supervisor via email.
- b. The reporting officer will respond to the property custodian during normal business hours and make the appropriate corrections.
- c. The reporting officer will resubmit the evidence/property for permanent storage and will add a supplemental report to the original report documenting any corrections made to the improperly booked evidence.
- d. The Evidence Room Manager will also note any changes into Case Management.

C. Release of Property to Police Personnel

After secured in the evidence room, evidence will be released only to the officer who took in the property with the following exceptions:

1. The Detective Division Commander.
2. Detective Division personnel may sign out evidence when necessary to complete any follow up on a particular case.

3. Firearms instructors may sign out firearms for testing purposes at the direction of the Commissioner of Public Safety.
4. The Commissioner of Public Safety may authorize the removal of evidence to assist in case follow up/case analysis or intelligence gathering.
5. Accident investigation personnel may sign out evidence in connection with their investigations.
6. When evidence is checked out, the officer taking the property must sign out in the ID log and fill out receipt form (see attached).
7. When evidence is signed out of the evidence room and the seal on the evidence bag is broken, the employee must:
 - a. Complete a new evidence bag.
 - b. Secure the evidence and the old bag in a new evidence bag.
 - c. Seal the new bag and properly mark and secure the evidence.

D. Transfer of Evidence

When evidence is transferred to another agency (i.e. Court, Crime Lab etc.), the person accepting the evidence must sign for the property as directed in this General Order and provide the officer with a signed receipt indicating the property turned over, the date, and time. Detectives will check the evidence both in and out utilizing the Evidence Room Log and the records management system.

E. Destruction of Drugs

1. The Duty Detective or his/her designee will coordinate with Westchester County for a "burn day", deliver the items to be destroyed to the place of destruction and insure that they are destroyed.
2. After the drugs are destroyed, the Detective Commander will return the Affidavit of Destruction, signed by himself and the Duty Detective, to the judge who issued the destruction order. If the destruction was authorized by the DA's Office the Detective Commander will ensure they receive the affidavit. Copies of the affidavit are distributed to:
 - a. The judge who issued the destruction order.

b. The Detective Commander

c. Placed into case file which contains the documentation of the taking in of the drugs.

3. Prior to destruction, all drugs will be documented "destroyed" in the evidence log.

F. Destruction of Weapons

1. All weapons designated for destruction will be disposed of in compliance with the New York State Penal Law Section 400.05.

2. Prior to destruction, all weapons will be documented "destroyed" in the evidence log.

3. All serial numbers will be run through eJustice prior to destruction.

G. Release of Property

1. Owner:

In all cases where property is to be released, the officer returning the property should ask the person to whom the property is to be returned for proper identification, preferably a photo ID. The claimant will then print their name at the bottom of the Property Receipt Form, then sign their full name and enter the date the property was returned.

2. Victim:

If the person requesting the release of property is a victim of a crime:

* The Duty Detective will check the case file to determine if an arrest was made.

a. If an arrest was made, the Duty Detective should contact the District Attorney's office to insure the case has been disposed of prior to the property being returned. If no disposition has been made, the property may not be released without the express permission of the District Attorney's office and the Detective Commander.

b. If a case has been disposed of and the department holds property of a victim, the Duty Detective should contact the victim to make arrangements for the return of the property.

- c. If no arrest was made, the property may be returned if it is unlikely the property will be needed in the event of an arrest in the future.
3. Finder of property:
- a. If the requesting person is a finder of property, the Duty Detective should check the case file documenting the taking of the property to determine the reason the property is being held.
 - b. If the property is determined to be found and of returnable nature i.e., not drugs or weapons, the Duty Detective should refer to Personal Property Law of the State of New York Section 253 (Refer to Chapter 16A, J.C.C.) for the time limits on holding property and only release in compliance with the statute.
 - c. If the time limits for holding property have passed, the property may be released to the finder after the property receipt form is signed.
4. Other requesting person (Family of deceased, etc., owner):
- a. The Duty Detective will check the case file to determine the reason the property is being held. If releasable, the officer should follow the procedures in accordance with this General Order.
 - b. If a weapon is involved for which a permit for possession is required, the officer will request to see the permit prior to releasing the weapons.
 - c. If the property is of a deceased individual the person attempting to claim the item must show that they have power of attorney or certified paperwork that they have the authority to claim such property.

CITY OF RYE POLICE DEPARTMENT

General Order # 111.4	New []	Revised [X]
Supersedes: 111.4 issued 8/1/13		
Subject: Processing of Recovered Firearms: "Crime Guns"		
Date Issued XXXX	Date Effective XXXX	Page 1 of 3
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

To establish policy and procedure for the processing of recovered firearms.

POLICY

It is the policy of the City of Rye Police Department to ensure that recovered firearms which are classified as "crime guns" are processed in a manner that maximizes their investigative value. This will be accomplished through their entry to the Criminal Gun Clearinghouse.

BACKGROUND

New York State Executive Law, sections 230 & 837, require the collection of certain data whenever a firearm comes into the possession of law enforcement which was used, or believed to have been used, in the commission of a crime.

NOTE: Firearms coming into the possession of law enforcement under the following circumstances NEED NOT be reported to the Criminal Gun Clearinghouse:

- Firearms removed from a residence during a domestic dispute, solely for safekeeping, that were otherwise lawfully possessed and not used or threatened to be used in the incident.

- Firearms located and/or surrendered from the estate of a deceased subject that were otherwise lawfully possessed and not used in a crime.

- Firearms that are surrendered for other reasons, including court orders, which were otherwise lawfully possessed and not used in a crime.

PROCEDURE

A. Initial Notification

When a firearm comes into the possession of a member of the City of Rye Police Department and is believed to have been used in commission of a crime or under circumstances requiring investigation, members will:

1. Make notification to the Criminal Gun Clearinghouse via eJustice portal.
2. Make notification to the Detective Commander.
3. Follow General Order # 111.1 for Evidence and Non-Agency Property Management and # 113.4 for Evidence.
4. Complete necessary follow up notifications and reports.

In any case where this department investigates the commission of a crime and a specific gun is known to have been used in such crime, but the source of such gun is not known, this department will, in addition to the above notification:

1. Request the national tracing center of the United States Treasury, Bureau of Alcohol, Tobacco and Firearms (BATF) to trace the movement of such gun; and
2. Request BATF to provide the Superintendent of State Police with a copy of the results of such trace, in addition to any copies provided to the original requesting agency.

B. Submission to Firearms Laboratory

1. Firearms will be submitted to the appropriate firearms laboratory in a timely manner. Members will also submit any recovered unfired ammunition for laboratory test fire purposes. As appropriate, recovered weapons should be preserved for latent prints and possible DNA testing.
2. Submitting a recovered firearm to the lab for processing may provide law enforcement agencies with

information that can:

- a. Link violent crimes
 - b. Link violent crimes to weapons
 - c. Identify the sources of weapons
3. All recovered crime guns should be submitted to the appropriate firearms lab so that other testing can take place, with particular attention being paid to auto-loading weapons. Lab testing includes the identification and testing of firearms, microscopic comparisons of projectiles and cartridge casings, and serial number restorations. Appropriate items will result in a NIBIN (National Integrated Ballistic Information Network) entry.
 4. DCJS reviews the information submitted by each agency in the Monthly Gun Data Report. The expectation is that for every crime gun recovered there will be a corresponding notification entry and lab submission.

CITY OF RYE POLICE DEPARTMENT

General Order # 114.2		New []	Revised [X]
Supersedes: 114.2 issued 2/17/06			
Subject: Supervisory Notifications and Response			
Date Issued XXXX	Date Effective XXXX	Page 1 of 3	
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety			

PURPOSE

To provide the patrol Tour Supervisor with operating guidelines to notify and summon necessary supervisors and support for specified crimes and/or occurrences.

POLICY

Division Commanders and the Commissioner of Public Safety must be kept informed of significant occurrences so that patrol personnel are provided with the necessary support and resources to accomplish the Department's objectives, goals and mission. It will be the responsibility of all Tour Supervisors to make the notifications and/or call outs as soon as possible.

PROCEDURE

1. The following is a list of occurrences and crimes in which a notification and/or call out of the Detective Division Commander will be made:
 - a. Aggravated sexual abuse
 - b. Any arson
 - c. Assault in the 1st degree
 - d. Burglary in the 1st degree (or any burglary where the expertise of a trained investigator could assist)
 - e. Serious fire
 - f. Any homicide
 - g. Kidnapping
 - h. Any rape
 - i. Any robbery
 - j. Sexual abuse 1st degree
 - k. Any sodomy
 - l. Suicide
 - m. Suspicious death

- n. Fatal motor vehicle crash (or potentially fatal motor vehicle crash)
 - o. Major public disturbance
 - p. All Category I personnel complaints (see G.O. 120.2)
 - q. Use of force occurrences as described in G.O. 120.4
 - r. Any discharge of a department firearm within the confines of the City of Rye other than for the purposes of training or destruction of an animal
 - s. Any accidental discharge of a firearm by a member of the City of Rye Police Department
 - t. All fatal and non-fatal overdoses.
2. The following is a list of those occurrences and crimes in which a notification and/or call out of the Patrol Division Commander will be made:
- a. Any escape
 - b. Any fatal motor vehicle crash
 - c. Any hostage or barricaded person incident
 - d. Serious fire
 - e. Major power outage
 - f. Major public disturbance
 - g. Any time a ranking member's presence is required and one is not on duty
 - h. Attempted suicide in progress
 - i. Serious line of duty injury
 - j. All Category I personnel complaints (see G.O. 120.2)
 - k. Use of force occurrences as described in G.O. 120.4
 - l. Serious crash, injury or incident involving City personnel or property
 - m. Disasters, catastrophes or severe weather producing emergency conditions
 - n. Any discharge of a firearm within the confines of the City of Rye other than for the purposes of training or destruction of an animal
 - o. Any accidental discharge of a firearm by a member of the City of Rye Police Department
3. In the event that the specified Division Commander cannot be reached, the other Division Commander will be notified.
4. Notifications will be made to the Commissioner any time a Division Commander is called out. This will be done by either of the Division Commanders.
5. All notifications and/or call outs will be fully documented (time, date, etc.) in the related Incident Report or on a Supplemental Report.
6. Any time a Tour Supervisor is in doubt as to whether a notification will be made, he/she will make the notification.

7. Sergeants will be required to respond to, and assume command of, all the incidents listed in Procedure 1 & 2 of this G.O. until relieved or investigation is completed. In addition, he/she will respond to any incident, if directed to do so by a superior officer, or as directed by any and all department policies.
8. Upon assuming command of one of the aforementioned incidents, the Tour Supervisor will:
 - a. Ensure that the officers conduct a thorough preliminary investigation
 - b. Ensure that the officers' preliminary investigation is adequate to provide a foundation for follow up
 - c. Review preliminary reports as soon as possible to determine if the investigation is complete and to verify correct crime classification, legibility and sufficiency of information
 - d. Brief oncoming supervisor of investigation and, if not completed for a valid reason, pass same on for completion by the next shift. Tour Supervisor will submit a written report as to why the investigation was not completed.

CITY OF RYE POLICE DEPARTMENT

General Order # 114.9	New [] Supersedes:	Revised [] issued:
Subject: Continuity of Operations Plan (C.O.O.P.)		
Date Issued 11/3/16	Date Effective 11/3/16	Page 1 of 6
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

This document is intended to establish policy, guidelines and procedures to ensure the execution of mission-essential functions and to direct the relocation of personnel and resources to an alternate facility capable of supporting operations in the event a disaster or emergency impairs our ability to operate at Police Headquarters.

POLICY

On an annual basis, the City of Rye Police Department will review its Continuity of Operations Plan (C.O.O.P.), components, and supporting elements and make any required updates or changes. The date of review and names of personnel conducting the review are documented if any changes occur.

PROCEDURE

A. Summary

Historically, the Rye Police Department has prepared, to the greatest extent possible, to respond to all hazard disasters and emergencies within its jurisdiction to save lives; protect the public health, safety, and well-being; protect property; maintain essential communications; provide for business/industrial continuity; and restore basic public services.

However, the Rye Police Department has become increasingly aware of the extent to which disasters and emergencies can interrupt, paralyze, disrupt, and/or destroy its capabilities to preserve civil government institutions and perform essential governmental and jurisdictional functions effectively under emergency conditions.

The Rye Police Department has prepared a comprehensive and effective Continuity of Operations Plan (COOP) to ensure that essential operations can be performed during an emergency situation that may disrupt normal operations. The plan outlines procedures for the delegation of authority, alternate operations and communications locations, management of vital records and a recovery to normal operations.

The Rye Police Department has essential operations and functions that must be performed, or rapidly and efficiently resumed, in a disaster or any other category of emergency that could quickly interrupt, paralyze, and/or destroy the ability of the Rye Police Department to perform these essential operations. While the impact of these emergencies cannot be predicted, planning for operations under such conditions can mitigate the impact of the emergency on our personnel, our facilities, our services, and our mission.

B. Objectives

These essential functions include, but are not limited to:

1. Maintain telephone communication lines for the public to reach the Department for emergency calls. Consistent with Section 209-m of the General Municipal Law, we will contact the Rye Brook Police Department for transfer of 911 emergency calls and send a *****Code Red Alert notifying the general public that phone lines are down and to use only 911 for police related emergencies.
2. Continuation of emergency police services and law enforcement in an environment that is threatened, diminished or incapacitated.
3. Respond to the scene of any disaster or unusual occurrence.
4. When necessary, initiate emergency personnel activation.
5. Notify the City Manager, City Council, media and other service providers in the event that the Rye Police Department facility has been temporarily relocated.

C. Planning Considerations and Assumptions

- A major emergency or disaster could happen at any time.

- Adverse conditions could cause a much larger than expected demand for certain services, both internal and external to the Department.
- The COOP may be activated at any time with little advance notice or warning.
- An emergency condition may require immediate activation of the COOP and the relocation of operations to a designated alternate location as specified herein.
- Mobile communications capabilities may be used in the interim during relocation until interoperable communications can be re-established at an alternate location.
- The alternate location will be adequately staffed and operational within 12 hours.
- The alternate operations location may need to remain operational for an extended period of time as dictated by the circumstances.
- A majority of systems supporting daily Department functions may not be available.
- Emergency Management Assistance and state and federal resources may not be available within the first 72 hours of activation.
- In an emergency, outside assistance could be interrupted or unavailable.
- Following the declaration of an emergency or crisis requiring relocation, non-emergency Department activities may be discontinued.

D. Authority and Chain of Command

The Commissioner of Public Safety or his/her designee has the authority to activate the COOP. In the event that normal chains of command are disrupted, the most senior Supervisor or Officer on duty will temporarily assume command until relieved in accordance with normal organizational structure.

In the event of a COOP activation, the Commissioner or his/her designee will promptly notify the City Manager and

City Council of the activation and the nature of the emergency warranting the activation.

1. Phase I - Activation (0 to 12 Hours)

During this phase, alert and notification of all employees and other organizations identified as "critical customers" (e.g., vendors or public/private entities that may provide resource support) will take place. It is during this phase that the transition to alternate operations at the alternate facility begins. However, if events turn out to be less severe than initially anticipated, the time-phased COOP activation may terminate during this phase and a return to normal operations will take place.

2. Phase II - Alternation Operations (12 Hours to Termination)

During this phase, the transition to the alternate facility is complete and the performance of mission-essential functions should be underway. Also during this phase, plans should begin for transitioning back to normal operations at the primary facility or other designated facility.

3. Phase III - Reconstitution and Termination

During this phase, all personnel, including those that are not involved in the COOP activation, will be informed that the threat or actual emergency no longer exists and instructions will be provided for returning to normal operations.

E. Alternate Operations and Communications Location

The primary alternate operations location will be the Rye Fire Department Headquarters located at 15 Locust Avenue Rye, NY 10580. The primary land line at this location is 914-967-4530.

The secondary operations location will be Rye Fire Department (Milton Firehouse) located at 560 Milton Road Rye, NY 10580. The primary land line at this locations is 914-967-4731.

Equipment at both facilities will provide the agency with the ability to maintain communications and continue to provide emergency police services.

Equipment pre-positioned at the Rye Fire Department

Headquarters and Milton Firehouse will include:

- Land line telephones
- Internet access Cable TV access
- Weather radio fax
- Machine dispatch
- Ready area
- Generator power (gas powered)

Additional equipment to be transported will include:

- Cellular telephones
- Handheld portable radios and chargers
- Laptop computers
- MARS Hotline backup radio
- Marine radio
- If relevant, any necessary agency forms

F. Vital Records and Databases

Vital records and databases identified as critical to supporting mission essential functions, both paper and electronic, have been identified and will be maintained, updated and stored in secure offsite locations.

Emergency operating records and databases as well as the Rye Police Department's internal Records Management System are backed up daily and maintained offsite and are accessible via internet access.

G. Recovery to Normal Operations

As soon as possible (within 24 hours) following a COOP plan activation and/or relocation, the Commissioner of Public Safety or his/her designee will initiate operations to salvage, restore and recover Rye Police Department operational abilities. A return to normal agency operations will commence when the Commissioner or his/her designee determines that the emergency situation has ended and is unlikely to reoccur. Once this determination has been made, one or a combination of the following options may be implemented, depending on the situation:

- Continue to perform mission essential functions at the alternate facility.
- Begin an orderly return to Rye Police Department Headquarters.
- Begin to establish plans for normal operations at a different primary facility.

H. Training and Review

Copies of this plan will be made available to all personnel for review and training. A test of the COOP plan will be conducted annually along with the Department Emergency Personnel Mobilization Plan.

CITY OF RYE POLICE DEPARTMENT

General Order # 116.4	New []	Revised [X]
Supersedes: 116.4 issued 2/12/04		
Subject: Sick Leave		
Date Issued XXXX	Date Effective XXXX	Page 1 of 5
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

To establish uniform policy and procedure regarding sick leave and follow up actions.

BACKGROUND

Managing absences is a legitimate business necessity and a basic management obligation. In public safety, managing absences is especially important due to the nature of the work and consistent need to provide public safety services. Chronic use of sick leave entitlement may be symptomatic of an employee's non-fitness for duty. Management must take preventive or corrective action when necessary to protect the employee, other employees and the public good. For the purpose of this order the term sick or disabled will include sick, injured (on or off duty), mental incapacitation or otherwise unable to perform his/her official duty.

POLICY

It is the policy of the City of Rye Police Department that all illnesses and injuries that impair a member's ability to perform his/her scheduled duties must be immediately reported to the department. Members will comply with the following procedure as well as lawful directives given by a superior officer.

PROCEDURE

A. General

1. Members on sick leave will remain confined to their residence, to the location where they were stricken with illness/injury, or to a hospital/medical facility during the hours of their regular tour of duty for

which they have been granted sick leave unless there is a personal emergency or medical necessity.

2. Members may be subject to routine visits or telephone calls during the course of any medical absence.
3. Requests to leave a place of confinement will be limited to medical treatment or personal emergencies that cannot be accomplished during hours outside those of the scheduled tour, such as obtaining a meal, religious services, voting or child care issues.
4. Permissions to leave may be denied by a supervisor if it appears the proposed activity violates these guidelines or is likely to aggravate the member's injury or impede his/her recovery.
5. A member will be classified as on long term sick leave after reporting ill/injured for 15 consecutive tours of duty.
6. For administrative purposes, members on long term sick leave will be assigned to the 0800 to 1600 hours tour, Monday through Friday.

B. Reporting

A member of the department reporting sick will:

1. Notify the Desk Officer, by telephone, at least two hours prior to the start of his/her scheduled tour, unless the illness/injury occurs within this period. If the illness/injury occurs while the member is on duty, the Tour Supervisor will be immediately notified.
2. Notify the Department each day that he/she will be out sick.
3. Have a responsible person notify the Department if incapacitated and unable to personally make the notification.
4. State the nature of the illness/injury, expected date of return to duty and the phone number where he/she can be reached.
5. Inform the Department of any appearances in court, hearings or other official business scheduled for the day/dates of illness.

6. Notify the Tour Supervisor of the need to leave home or place of confinement during a scheduled tour of duty.
7. If permission is granted by the Tour Supervisor, members will contact the Desk Officer when leaving his/her residence and provide the reason for leaving. Upon return he/she will again telephone the Desk Officer. A record of this will be kept in the sick log maintained in the desk area.

C. Desk Officer

The Desk Officer receiving a sick report will:

1. Generate a CAD ticket including:
 - a. The name of the member reporting sick.
 - b. The scheduled tour of duty for which the member is reporting sick.
 - c. The time of the call.
 - d. The location and call back number for the sick member (if not confined to his/her primary residence).
 - e. Any other pertinent information provided (court appearances, etc.).
2. Notify the Tour Supervisor of the present tour that a member has reported sick and if additional manpower will be required.
3. Make an entry in the Red Book reflecting "Sick Call" and the appropriate CAD number.
4. Make any necessary notifications, which may include calling for overtime.

D. Returning from Sick Leave

1. A member returning from sick leave will, if absent in excess of three days or at the request of the Commissioner of Public Safety, present a doctor's note/certificate verifying the member's ability to return to work.
2. The Commissioner of Public Safety may, at any time during any illness, order the member to report to a medical doctor of the Department's choosing for a medical evaluation.

3. Members that are so ordered will be compensated for their time if it is not during their regularly scheduled tour of duty.

E. Supervisors

1. Identifying attendance concerns of members under their command is a prime responsibility for all supervisors.
2. In the event that an attendance concern is identified, whether it is identified by a supervisor, Division Commander or the Commissioner of Public Safety, the member's direct supervisor is required to analyze, identify and resolve any problem.
3. Supervisors will, if necessary, take appropriate corrective action to resolve any problems. This may include, but is not limited to, meeting with the member, identifying root causes and documenting all actions in Guardian Tracking.

F. Chronic Sick

1. Except as otherwise provided by law, and in accordance with applicable procedures for the use of extended medical leave for serious health conditions, a member who reports sick on more than four occasions during a six month period of time will be considered a chronic sick time user. An occasion is one or more consecutive days.
2. Chronic sick time users will have a Memorandum for Record placed in their permanent personnel record outlining the facts of their absences. An officer so designated will have the ability to attach a response to the memorandum placed in his/her personnel folder.
3. Members who are chronic sick time users may be denied requests for off duty employment and/or subject to revocation of permission presently granted for off duty employment denied or have revoked special assignments/details, and not be permitted to swap tours of duty.
4. Members who are identified as chronic sick time users will remain so classified until a six month period of time passes during which time said member reports sick on less than four occasions.
5. Members who are chronic sick time users will not be permitted to work overtime until they have worked four consecutive weeks from the date of their most recent

absence. The only exception to this will be if a member is ordered to work by the Patrol Commander or the Commissioner of Public Safety.

CITY OF RYE POLICE DEPARTMENT

General Order # 116.10		New []	Revised [X]
		Supersedes: 116.10 issued 7/15/16	
Subject: Pregnancy and Maternity Leave			
Date Issued XXXX	Date Effective XXXX	Page 1 of 6	
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety			

PURPOSE

To establish a fair and lawful policy regarding pregnancy and maternity leave for female employees of this department. This order does not address paternity and/or child care issues for male employees of this department.

BACKGROUND

To provide women the right to work in law enforcement and have children, management must ensure that any policy regarding pregnancy must embody three basic protections.

- No policy may discriminate against an employee because of or based on her pregnancy, childbirth, or related medical conditions.
- Women are entitled to equal treatment in the conditions, benefits, and privileges of employment, including the use of leave for pregnancy or related medical conditions.
- Pregnant women who can perform the essential functions of their jobs must be allowed to continue employment, and when disabled from performing these functions, must be treated the same as other temporarily disabled employees.

Any decisions as to the fitness of a female employee to perform her essential functions will be determined by the employee and medical personnel and not by city administrators. Further, any opportunity to work in a temporary modified assignment would be made available at the discretion of the Commissioner of Public Safety.

POLICY

It is the policy of the City of Rye Police Department to not discriminate against a female employee based on pregnancy. It is

further the policy of this department to remain in compliance with existing laws including:

- Family and Medical Leave Act;
- Fair Labor Standards Act;
- The Pregnancy Discrimination Act, which is an amendment to Title VII of the Civil Rights Act of 1964.

This order further recognizes the various job titles within the agency and realizes that female police officers engaged in field activities may require reasonable accommodations in regards to duties and assignments. This order in no way affects the privileges of employees under the provisions of any of the above listed acts or other federal or state law.

PROCEDURE

A. The following general provisions apply:

1. When used in this order, the term employee(s) mean all female employee(s) of this department, sworn.
2. When used in this order, the term police officer(s) means female police officer(s) of this department, regardless of rank.
3. Other provisions included:
 - a. An employee cannot be terminated because of pregnancy and related medical conditions.
 - b. An employee cannot be forced to take any leave as a result of her pregnancy.
 - c. Pregnant employees must be permitted to work as long as they are able to perform the essential duties of their position.
 - d. If an employee is temporarily unable to perform the essential duties of her position due to her pregnancy, the department will offer reasonable accommodations such as modified tasks, alternative assignments, or leave (sick, vacation, etc.).
 - e. Administration cannot force a pregnant police officer to accept a modified position solely because the administration believes it is unsafe for a pregnant officer to perform field duties. An involuntary modified assignment is only legally justified where the officer's pregnancy is determined by a medical evaluation to be incompatible with the duties of her regular position.

B. Upon learning of her pregnancy, an employee must:

1. Notify the Commissioner of Public Safety through the normal chain of command. This should be accomplished through a supplementary report. This report should contain attending physician's information, expected due date of her child, and any known medical conditions that may cause complications. This requirement is not an impingement upon someone's personal right to privacy. The department has a responsibility to provide ample time for scheduling matters and to ensure maximum benefits are offered to the employee.
2. If the employee's attending physician has ordered any restrictions on the type of work that the employee can perform, a copy of the physician's restrictions should be attached to the report.
3. Pregnant police officers with physician ordered restrictions on their work activities may be required to visit with the city's physician. The city physician may consult with the police officer's attending physician and will make any final determination, if necessary, as to the police officer's fitness for duty.
4. Any cost associated with a visit to the city physician will be borne by the city.
5. The Commissioner of Public Safety, or designee, will ensure that the Personnel Department is notified of the pregnancy.
6. Employees not engaged in field or enforcement activities will be permitted to work in their capacity as long as they are able to perform essential functions of their job. Physician restrictions on certain work activities including, but not limited to stooping, lifting, carrying heavy objects, not sitting for long period, etc., will be honored to the extent feasible and reasonable given the essential functions of their job.
7. Police officers assigned to field or enforcement activities will be permitted to work in that capacity as long as they are able to perform their assigned duties and if the physician's restrictions do not hamper the performance of their duties.
8. Police officers with physician ordered restrictions due to their pregnancy will be temporarily assigned to

a modified assignment for the duration of the pregnancy if the restrictions make them unable to perform regular duties.

9. The assignment and duties of a police officer on temporary modified duty due to her pregnancy are at the discretion of the Commissioner of Public Safety or designee. The assignment and duties should not be contrary to the physician's orders or instructions.
10. Duty hours may be modified to suit organizational needs.
11. Any changes in the physician ordered restrictions must be immediately report to the Commissioner through the chain of command. Any changes may be subject to review by the city physician.
12. Police officers on sick leave, modified duty, or maternity leave due to their pregnancy are prohibited from engaging in outside employment.
13. Police officers on sick leave, modified duty, or maternity leave due to their pregnancy are prohibited from working any overtime assignments.
14. Police officers may opt to take maternity leave at any time during their pregnancy if they are unable to perform the essential functions of their job.

C. Uniform Modifications:

1. Pregnant uniformed police officers who choose to remain on full duty may modify their uniform to accommodate their pregnancy. Any cost associated with the purchase of maternity uniforms is to be borne by the employee.
2. Pregnant police officers who choose to remain on full duty are not exempt from wearing body armor when engaged in field activities. Any cost associated with modifying body armor due to pregnancy is to be borne by the employee.
3. Pregnant uniformed police officers who choose to remain on full duty are not exempt from wearing their regulation gun belt or service weapon.
4. Pregnant police officers on a modified duty assignment are exempt from wearing their body armor.

5. Pregnant uniformed police officers on modified duty assignments are exempt from wearing their regulation gun belt but must still carry their duty sidearm in a holster that is more comfortable.
6. When a pregnancy progresses to the point where the wearing of a uniform is not feasible, the Commissioner of Public Safety or designee may permit the wearing of plain clothes, but only for a modified assignment.
7. When the pregnancy progresses to the point where wearing of a sidearm is not feasible, the Commissioner or designee may permit an exemption.

D. Firearms Qualification:

1. Pregnant police officers are exempt from mandatory handgun qualification requirements.
2. This exemption will remain in effect until the employee is certified for full duty status.
3. Pregnant police officers beyond the yearly handgun qualification period will be required to surrender their department sidearm to a firearm instructor or designee.
4. Pregnant police officers who surrendered their department sidearm are prohibited from wearing an off duty firearm at any time until they have been re-qualified by a firearms instructor.
5. The firearms instructor will ensure that the necessary notifications regarding the surrender of the firearm are made in a timely fashion.
6. Upon being certified for full duty, the officer will be scheduled for handgun qualification by a firearms instructor.

E. Maternity Leave:

1. Maternity leave may be taken at any time the employee feels it is in her best medical interest to do so.
2. Maternity leave becomes necessary when the police officer becomes physically incapable of performing the essential functions of her job.
3. Maternity leave can be taken as sick leave, vacation leave, compensatory time, family and medical leave, or a combination of these leaves.

4. Except in the event of some unforeseen medical complication or other unanticipated circumstances; the officer should give a minimum of four weeks advance written notice as to when she will begin maternity leave.
5. The officer should keep the administration advised of any change in her expected date of return to work as soon as feasible.
6. Officers must provide a minimum two week notice prior to returning to work. Officers requesting additional maternity leave must provide a minimum two week notice prior to the expected return date.
7. Requests for additional maternity leave must be made to the Commissioner of Public Safety through the chain of command.
8. Officers must be able to work full duty following their return from maternity leave.
9. The Commissioner of Public Safety may grant an extended period of modified duty for a police officer returning from maternity leave based solely upon the officer's medical condition. This will be granted on a case by case basis, in the sole and exclusive discretion of the Commissioner, and if supported by appropriate documentation by the employee and her physician.

CITY OF RYE POLICE DEPARTMENT

General Order # 117.4	New []	Revised [X]
Supersedes: 117.4 issued 11/1/96		
Subject: City Owned Property		
Date Issued XXXX	Date Effective XXXX	Page 1 of 1
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

To advise members of the policy of the City of Rye Police Department on the use of City owned property including, but not limited to, vehicles, telephones, radios, lockers, desks, and cabinets.

POLICY

All members are hereby advised that the use of all City owned property are for business purposes and the retention of any personal items in such equipment is at their own risk. Neither the City of Rye nor this department or any of its supervisors will be responsible for any losses. Moreover, any City of Rye Police Department provided equipment is subject to entry, search and inspection by any superior officer without prior notice. Any privately owned property contained in such equipment, including contents of closed or sealed items/containers, may also be opened and examined without prior notice or member's permission. This includes any department issued equipment that is protected by a personally owned lock.

MEMBERS HAVE NO EXPECTATION OF PRIVACY WHEN USING DEPARTMENT/CITY OWNED PROPERTY OR ISSUED EQUIPMENT.

CITY OF RYE POLICE DEPARTMENT

General Order # 120.3		New []	Revised [X]
		Supersedes: 120.3 issued 11/1/96	
Subject: Interrogation of Members			
Date Issued XXXX	Date Effective XXXX	Page 1 of 3	
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety			

PURPOSE

To establish policy and procedure regarding the interrogation of members of this department during internal investigations.

BACKGROUND

A sworn officer may invoke his/her constitutional right against self-incrimination in a criminal inquiry; however, if after invoking such right he/she is ordered to answer questions specifically directed, and narrowly related, to the performance of his/her official duties during an internal administrative interrogation, neither his/her statements nor the fruits thereof may be used against him/her in any subsequent criminal proceedings. He/she may still be subject to criminal charges if sufficient evidence, independent thereof, is gathered against him/her.

POLICY

It is the policy of the City of Rye Police Department that interrogations of members of this department, during internal investigations, will be conducted in a manner that promotes good order and discipline, consistent with the due process and contractual rights of the member(s) involved. A member of this department who refuses or fails to appear and/or answer questions concerning the performance of his/her official duties, in the course of an official departmental investigation, will be subject to charges that may result in dismissal.

PROCEDURE

The interrogation or interview of a member of this department who is the subject or witness in an official investigation will be conducted at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate

otherwise. Members so involved will be detailed to the day tour, if at all possible, upon their request. Compensation for overtime accrued due to the investigation will be handled according to existing contracts.

1. The interrogation will be conducted at a location designated by the investigating officer.
2. Before the interrogation commences, the member will be informed of the officer in charge of the investigation, and that of the interrogating officer. In addition, the identity of all persons present during the interrogation will be made known to the member being interrogated.
3. If the member is directed to leave his/her post or assignment to report for an official investigation, the Tour Supervisor will be immediately notified of these facts by the investigating officer, unless the nature of the investigation dictates otherwise.
4. Prior to the commencement of the interrogation, the suspect member will be informed of the nature of the accusation. The names and addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations will be provided.
5. If the interrogating officer has reason to believe that the member being interrogated is a witness and not a suspect, he/she will inform the member at the outset.
6. The interrogation of a member will not continue uninterrupted for an unduly long time. Reasonable respites will be granted for personal necessity, meal, telephone calls and rest periods.
7. The member will not be subjected to any offensive language.
8. The interrogation of the member will be recorded by electronic device. No so-called off-the-record questions or discussions will be permitted.
9. During a departmental interrogation, all members are required to answer questions directed to them truthfully and to the best of their knowledge. Failure to do so will subject the member to departmental charges that may result in dismissal.
10. Prior to the commencement of the interrogation, the following warnings will be given to the member who is a suspect in the investigation:

"I wish to advise you that you are being questioned as part of an official investigation by the Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New York, the Constitution of this State, and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation."

"I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Department charges that could result in your dismissal from the Department. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent departmental charges."

11. If a member who is a subject of an official internal investigation requests counsel, he/she will be permitted to obtain counsel before the interrogation begins, provided that the interrogation is not unduly delayed. When a postponement is granted, it will be for one business day, if practical, and the interrogation will commence no later than 10:00 AM of the rescheduled day.
12. During the administrative internal interrogation, in addition to counsel for the suspect member, an officer in the member's employee organization may be present as an observer, if so requested by the suspect member.
13. The suspect member will be given exact copies of any written statements he/she may execute. If questioning is electronically recorded, the suspect member will be given a recording of the same. This will be done at some point prior to the completion of the investigation, as determined by the investigating officer.
14. The confidentiality of these investigations is paramount. When a member is interviewed or is an observer in an administrative internal investigation, all statements made and/or information obtained as a result of such interview, will be kept in the strictest confidence, and not discussed with others not present at the interview.

CITY OF RYE POLICE DEPARTMENT

General Order # 120.6	New [<input type="checkbox"/>] Revised [X] Supersedes: 120.6 issued 11/1/96	
Subject: Cause for Relief from Duty		
Date Issued XXXX	Date Effective XXXX	Page 1 of 2
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

To establish policy and procedure regarding situations in which a member may be summarily suspended from duty.

POLICY

It is the policy of the City of Rye Police Department that the Commissioner of Public Safety or, in his/her absence a member with the rank of Lieutenant, has the authority to suspend a member of the Department for serious misconduct when he/she deems that the continued performance of the member will discredit the Department or impair the good order and operating efficiency of the Department.

PROCEDURE

A. Causes for summary suspension:

1. The member is arrested and charged with a felony and/or misdemeanor.
2. The member is indicted by a grand jury.
3. The member refuses to comply with a lawful order of a superior officer.
4. The member refuses to perform assigned duties at roll call or during a tour of duty.
5. A member is served with charges and specifications alleging wrongful solicitation and/or receipt of monies or other gratuities.
6. A member is unfit for duty due to the effects of an intoxicant or drug.

7. A member is absent without leave for two consecutive tours.
8. The member refuses an order of a superior officer to answer questions in an administrative investigation specifically directed and narrowly related to the performance of his/her official duties.

B. Duties of the ranking officer in charge:

1. Inform the member concerned that he/she is suspended from duty and give the reason for the suspension.
2. Direct the member to surrender all department property and all pistols or revolvers not carried on a pistol permit.
3. Cause all surrendered property to be properly received and vouchered.

C. Notification:

A Lieutenant suspending a member will immediately notify the Commissioner of Public Safety. The facts of the suspension will be transmitted verbally, followed by a written report submitted to the Commissioner as soon as practical thereafter.

D. Suspended Member:

1. Upon service of suspension a member will surrender, promptly, all department property and all pistol or revolvers not carried on a pistol permit.
2. Will not wear a uniform while suspended.

CITY OF RYE POLICE DEPARTMENT

General Order # 120.7	New []	Revised [X]
Supersedes: 120.7 issued 8/1/13		
Subject: Disciplinary Matters		
Date Issued XXXX	Date Effective XXXX	Page 1 of 4
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

PURPOSE

To establish policy and procedure regarding the authority and responsibility delegated to departmental supervisors for the maintenance of discipline and to describe the progressive disciplinary process.

BACKGROUND

The City of Rye Police Department promotes effective discipline and believes this to be a positive procedure. The Department's rules and regulations specify rules of conduct for all employees, which are detailed in this manual.

POLICY

It is the policy of the City of Rye Police Department to utilize a progressive discipline approach that attempts to correct problems in a constructive, non-punitive manner. Discipline, both positive and negative, will be documented in a supplementary report, department email and/or a Guardian Tracking entry that will detail facts or circumstances deserving written recognition for exceptional performance or facts demonstrating a breach of department rules, regulations, procedures and/or policies.

NOTE: Any member being questioned in respect to possible disciplinary charges will have the right to representation, as described in G.O. 120.3.

PROCEDURE

A. Supervisor Responsibility

1. Supervisors are responsible for ensuring that department members and employees perform their duties in accordance with policies, procedures, rules,

regulations and authoritative instructions of the department.

2. Supervisors are required to initiate action(s) in response to the acts of commission or omission of personnel in accordance with the procedures as appropriate.

B. Counseling & Training

In minor disciplinary cases or where remedial training is indicated, counseling and training will be utilized as a corrective method of positive discipline and will be recorded by the supervisor.

1. Counseling is a process most often conducted by an immediate supervisor to determine if a member is familiar with a particular issue or aware of department written directives, policies or procedures that govern his/her behavior and to determine further training needs.
 - a. A supplementary report will be written to the member's Division Commander.
 - b. A record of counseling sessions will be maintained by the member's Division Commander for further evaluation of the employee's progress.
 - c. A Guardian Tracking entry will be made.
2. For all training as a result of disciplinary action a Guardian Tracking entry will be made and a department email filed with the member's Division Commander, a copy of which will be placed in the member's personnel folder.

C. Corrective Interviews

Corrective interviews are often the second step in the disciplinary process after counseling has been attempted and may be conducted by the immediate supervisor or other superior officers to point out a member's unacceptable behavior or job performance or failure to comply with written directives. Depending on the severity of the incident, corrective interviews may be required in lieu of initial counseling or training described above.

1. A Guardian Tracking entry will be made and a department email filed with the member's Division Commander, a copy of which will be placed in the member's personnel folder.

2. The email will be forwarded through the chain of command to the Commissioner of Public Safety.

D. Punitive Action

All punitive action taken by the Department in the interest of discipline, including all reprimands, written reprimands, reductions of leave, suspensions, demotions or dismissals will be pursuant to provisions of law, collective bargaining agreements and written directives.

E. Command Discipline

In those situations where the member and the Commissioner of Public Safety agree, command discipline may be accepted in lieu of formal charges.

1. Command discipline will be commenced no more than 90 days after the discovery of the occurrence of the alleged misconduct.
2. Upon discovering a violation, the reporting supervisor will:
 - a. Prepare all reports pursuant to personnel complaints of this manual, for each officer involved.
 - b. Submit the original report with any documentation through the supervisor's chain of command to the Commissioner of Public Safety.
3. The Commissioner of Public Safety will:
 - a. Investigate or cause to be investigated the circumstances of the reported violation, seeking any additional information as may be required or available.
 - b. Interview the member informing him/her of the nature of the reported violation, giving the member an opportunity to make a statement or to request a supervisor to seek additional information.

F. Disciplinary Charges

Disciplinary charges, in most instances, will be initiated after counseling and/or corrective interviews have failed to correct the problem. When it has been determined necessary, charges will be filed against the member pursuant to provisions of law. When appropriate, Command Discipline may be offered to the member in lieu of formal charges.

1. In those situations where the severity of the violation warrants, the Commissioner of Public Safety may find it necessary to initiate formal departmental charges against a member in lieu of training, counseling and/or corrective interviews.
2. If a member is dismissed as a result of a hearing conducted by the City, the member will be provided the following information:
 - a. The determination, which includes the reason for dismissal.
 - b. The effective date of the dismissal.
 - c. A statement of the status of fringe and retirement benefits after dismissal.
 - d. A statement as to the content of the member's employment record relating to the dismissal.
3. The member may elect to appeal the determination of the formal charges proceeding pursuant to the provisions of law.

CITY OF RYE POLICE DEPARTMENT

General Order # 120.9	New [] Revised [X] Supersedes: 120.9 issued 9/25/13	
Subject: Workplace Violence Prevention		
Date Issued XXXX	Date Effective XXXX	Page 1 of 2
Issuing Authority: Michael C. Corcoran, Jr., Commissioner of Public Safety		

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.



CITY COUNCIL AGENDA

NO. 9

DEPT.: Fire

DATE: June 1, 2018

CONTACT: Michael C. Corcoran, Jr., Commissioner of Public Safety

AGENDA ITEM: Consideration of the proposed addition to the Rules and Regulations of the City of Rye Fire Department: General Order #1-1.

FOR THE MEETING OF:

June 6, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: Approval of an addition (1) General Orders.

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

BACKGROUND:

- General Order #1-1 regarding Operations Manual.

The General Orders have been provided to the Rye Fire Association for review pursuant to the provisions of the collective bargaining agreement.



GENERAL ORDER

No. 1-1

ISSUE DATE: TBD	EFFECTIVE DATE:
REVISES:	SUPERSEDES:
SUBJECT: INTRODUCTION	
DISTRIBUTION: ALL MEMBERS OF THE DEPARTMENT	
REEVALUATION DATE: 6/1/19	PAGE: 1 OF 2
ISSUING AUTHORITY: COMMISSIONER MICHAEL C. CORCORAN, JR.	

1.01 **PURPOSE:**

To provide a standard, written source of Departmental policies and procedures that will promote the effective, efficient and professional operation of the City of Rye Fire Department.

1.02 **POLICY:**

The City of Rye Fire Department shall establish an Operations Manual containing written, standardized operational policies, procedures and regulations. Said Manual shall be utilized by all career Fire Department personnel and, where applicable, all volunteer Fire Department personnel as the official reference source of written guidelines pertaining to Departmental operations of an organizational, routine or emergency nature.

1.03 **OBJECTIVE:**

To set forth and establish the Operations Manual for the City of Rye Fire Department and explain its underlying philosophy.

1.04 **AUTHORITY:**

- A. Pursuant to the authority vested in the Commissioner of Public Safety by State law and the Rye City Charter, the Operations Manual is hereby established as the standard, written reference source of Departmental Policies, Procedures and Operations.
- B. The contents of the Operational Manual shall supersede any conflicting information contained in any other Departmental publication.

1.05 **RESPONSIBILITIES:**

- A. It shall be the responsibility of all members to familiarize themselves with and conform to the policies, and procedures contained within the Operations Manual.
- B. It shall be the responsibility of all Fire Department Officers to supervise and command their subordinates within the guidelines and philosophies contained within the Operations Manual.

1.06 **PHILOSOPHY:**

- A. Policies in the forms of reasonable guidelines are necessary for the proper operation of an organization. Such policies must be standardized in a workable, readable format which is made available to all levels of the organization.
- B. Knowledge of these policies and procedures by Fire Department members is essential for the maintenance of discipline and the development of team work and morale.
- C. The policies and procedures contained within this Manual are intended to be reasonable and workable guidelines of a positive nature.
- D. The necessity for periodic review and revision of policies and operational procedures is recognized as a highly important component of this system. Such a process has been incorporated as part of this manual.
- E. This Manual of Operations cannot be expected to provide a solution to every question or problem which may arise in an organization established to provide an emergency service. It is expected, however, that it will be sufficiently comprehensive to cover either in a specific or general way, the majority of operational and administrative activities which involve the members of the City of Rye Fire Department.
- F. The existence of these written guidelines is not intended to limit any member in the exercise of judgement or initiative in taking the action a reasonable person would take in extraordinary situations which may arise in the fire service. Much by necessity must be left to the loyalty, integrity and discretion of members.
- G. The Manual of Operations shall be reviewed on a periodic basis to ensure it meets the needs and expectations of the organization and the community at large. This Manual may be reviewed, and/or modified at any time as the need dictates.

The Commissioner of Public Safety or designee shall implement a system whereby each standardized operational policy, procedure and regulation is reviewed on a yearly basis as close as possible to the anniversary date that the policy, procedure or regulation was originally promulgated.

The yearly review may reveal any of the following:

- Modification or revision is necessary, or;
- No modification or revision is necessary, or;
- The policy, procedure or regulation should be repealed in its entirety.

Review of an operational policies, procedure or regulation may be initiated at any time based on organizational needs. A change in philosophy, a change in public policy, a change in statutory law or ordinance, or a change in firefighting methods may prompt the review.



CITY COUNCIL AGENDA

NO. 10

DEPT.: Rye Golf Club

DATE: June 1, 2017

CONTACT: Jim Buonaiuto, Rye Golf Club Manager

AGENDA ITEM: Bid Award for the Rye Golf Club Renovations and Improvements (Contract #2018-01).

FOR THE MEETING OF:

June 6, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That Contract #2018-01 be awarded to the low bidder, Turco Golf, in the amount of Six Hundred Seventeen Thousand, One Hundred Forty One dollars (\$617,141.00) as recommended by the Rye Golf Club Manager.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The Rye Golf Club project is for the next phase of the greens expansion and related work. The responsive low bidder is highly qualified to perform the work. The Rye Golf Club Certified Golf Course Architect has reviewed the bid and has stated that Turco Golf is a qualified bidder with verifiable references and that their bid is consistent with the pre-bid estimates. Commission has reviewed the project and has unanimous support for the project. The City Council is asked to approve the Bid Award as recommended by the Rye Golf Club Manager.

See attached recommendation and bid results.



CITY OF RYE
Golf Club

Interoffice Memorandum

To: Marcus A. Serrano, City Manager

From: Jim Buonaiuto, Golf Club Manager

Date: May 24th, 2018

Subject: **Summary of Work Included in Project 2018-01**

The following is a summary of the work recommended to be performed as part of the base bid and alternate items for Contract 2018-01. This work is the final phase of an effort that was started in the fall of 2015 with a focus on: (1) expanding usable space on the greens surfaces to accommodate the amount rounds of golf that the club experiences on an annual basis (2) install modern slit drainage to improve the growing environment of the putting greens (3) remove sand contamination from sand build up in greens as a result of decades of play from greenside bunkers (4) install Belgian block curbing near tee and green complex to control golf cart traffic and prevent golf cart traffic from affecting turf health and (5) level and realign tee boxes as needed.

- Base Bid
 - Putting Green – The Putting Green will be sod-cut to remove the putting surface so that the sod made be used for necessary greens- expansions in other locations of this project. The Putting Green will then be reshaped to accommodate the golf cart and foot traffic at our first tee area.

- 3rd Hole – Rebuilding Green & installing modern slit drainage plus installing curbing near tee and green complexes.
- 5th Hole – Green expansion to front left and installing modern slit drainage plus curbing near green complex.
- 8th Hole – Green expansion in rear of green and installing modern slit drainage plus curbing near green complex.
- 10th Hole – Green expansion to the right along with removing sand contamination in front left of green, installing modern slit drainage, and curbing near green complex.
- 13th Hole – slope modification to improve surface drainage, installing modern slit drainage, and curbing near green complex.
- 15th Hole – Level and realign ladies tee box.
- 16th Hole – Modification to rear-left bunker, green expansion to rear, and installation of modern slit drainage plus curbing near green complex.
- 17th Hole – Green expansion and installation of modern slit drainage and curbing near green complex.
- 18th Hole – Leveling of 18th tee and realignment of ladies tee.
- Alternate 1
 - Installation of new bunker lining system on 3rd, 10th, and 16th hole where work is already slated to impact bunkers.
- Alternate 2
 - 14th Hole – installing cart-path turn around between 13th green and 14th tee plus curbing near green complex.



CITY OF RYE
Golf Club

Interoffice Memorandum

To: Marcus A. Serrano, City Manager

From: Jim Buonaiuto, Golf Club Manager

Date: May 24th, 2018

Subject: **Recommendation to award Turco Golf the contract for bid number 2018-01: 2018 Golf Course Renovations and Improvements**

This office has reviewed the two bids received by the City for project number **2018-01: 2018 Golf Course Renovations and Improvements** which involves the following work:

- The expansions and draingage installation of several putting greens completing the work that the club began in 2016.
- The installation of new curbing at the above mentioned putting greens
- Miscellenous tee renovations

Both bids for this project are included within this document. Also included is the recommendation from our certified Golf Course Architect that Turco Golf is a qualified bidder with verifiable references and that their bid is consistent with our pre-bid estiamtes. As such, it is my recommendation that the City award a contract for the base bid and both alternate items to Turco Golf for a total of \$617,141. The entirety of this project shall be funded by money which has previously been earmarked for this specific purpose within the enterprise fund's project fund account: 78521.52981.

2018-01 Responses

2018-01 Responses		Turco Golf		XGD/TDI	
Item Number	Item	Unit Price By Day	Total Price	Unit Price By Day	Total Price
1					
	Total Bid Prices Area		\$ 599,000.00		\$ 649,931.78
A. 1	Alternate Item 1	\$0.00	\$ 13,326.00	\$0.00	\$ 14,668.83
A. 2	Alternate Item 2	\$0.00	\$ 4,815.00	\$0.00	\$ 1,065.60
	Total Bid With Options		\$617,141.00		\$665,666.21

Buonaiuto, Jim

From: Todd Quitno <tquitno@lohmann.com>
Sent: Monday, May 21, 2018 2:04 PM
To: Buonaiuto, Jim; Lafferty, Charles D.
Subject: Endorsement of Turco Golf Inc.

Jim... I am writing in regards to the bid results for the Fall 2018 Greens Expansion and Drainage Project (and miscellaneous other improvements) and the recommendation of the low bidder, Turco Golf Inc., for the award of the contract.

After review of all the numbers, and in comparison to the preliminary cost estimates we prepared for the project, we feel the Turco Golf Inc. bid is a very fair number. Since receiving the bids, I have also made phone calls to the various references provided by Turco and all have provided favorable reviews of the company's work. Those calls included:

- Blake Halderman (Superintendent) - Brae Burne CC, Purchase, NY
- Vincent Gamby (Superintendent) - Clinton Country Club, Clinton, CT
- Juan Casiano (Superintendent) - East Orange Golf Course, Short Hills, NJ

My take away from the above calls is that Turco Golf Inc. and its site representatives provided excellent service and a quality product. All references indicated that their projects were completed on time and within budget and that Turco was responsive to their needs during the project, specifically in regards to unforeseen changes in scope or schedule. As for direct experience in slit drainage installation, the only project that included that in its scope was at the East Orange Golf Course where they completed 4 greens. The superintendent said the process went fine, that they are working well, and that he was satisfied with the product. He did indicate that the process used was a little different in regards to sod removal (they sod cut with a machine rather than by hand) but I know that you and Chip have spoken with Dennis Turco about their intended process at Rye and are comfortable that they will follow the same methodology that has been used to date on the greens at RGC.

I do not have any direct, personal experience with Turco Golf Inc., but based on their bid numbers and positive references I see no reason not to endorse their firm for the work.

Thus, I support the award of the fall project to Turco Golf Inc. and look forward to working with them and with you on this project!

Best regards,

Todd Quitno, ASGCA
Senior Project Architect
[Lohmann Golf Designs, Inc.](#)
18250 Beck Road
Marengo, IL 60152
815-923-3400 office
847-951-3051 cell



2018 Golf Course Renovations and Improvements

CONTRACT 2018-01

**Prepared by:
Lohmann Golf Designs, Inc.
18250 Beck Road
Marengo, IL 60152**

**Contact: Todd Quitno
Telephone: 815.923.3400**

April 2, 2018

NOTICE

The following pages of this Proposal must be completed in their entirety. Failure to do so may result in an irregular bid:

- **Pages 8 through 14 (Proposal Summary, Bid Sheets, and Bidder's Proposal)**
- **Pages 15 through 19 (Non-Collusive Affidavit and Vendor Conflict of Interest Questionnaire)**

The Bidder shall take notice that this contract is subject to New York State Prevailing Wage Rates. Certified Payrolls shall be submitted with monthly invoices for payment as per the NYS Department of Labor.

The Wage Rates were not available at the time this contract was prepared. They will be included for executing this contract and be made a part thereof.

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PUBLIC NOTICE

City of Rye
New York

NOTICE IS HEREBY GIVEN that sealed bids for the Contract No. 2018-01, will be received by the City of Rye on **May 11, 2018 until 10:00 AM** at the office of the City Clerk and at which time and place will be opened and read aloud by the Clerk for the work:

2018 GOLF COURSE RENOVATIONS CONTRACT NO. 2018-01
AND IMPROVEMENTS

Bid Security equal to 5% of the total of each bid will be required in the form of Certified Check, Bid Bond or Bank Draft.

Plans and specifications and other Contract Documents are available at www.bidnetdirect.com/new-york and may be obtained therefrom beginning on **April 9, 2018 at 10:00AM**. There is no need to register with the City of Rye. Any addenda that are issued will also be available at www.bidnetdirect.com/new-york. There is no charge for the bid documents. Bid security must be made payable to the City of Rye, in the amount specified above. The official plan holders list may be obtained by contacting the Rye City Clerk's Office at (914) 967-7371.

Bid must be in a sealed envelope addressed to Carolyn D'Andrea, City Clerk, City of Rye, City Hall, Rye, New York 10580 and have the words **CONTRACT #2018-01 "2018 Golf Course Renovations and Improvements"** marked on the outside of the envelope.

No bidder may withdraw his bid within 45 days after the date bids are opened. No bid will be received or considered after the time stated herein above.

Additional Information and Technical Questions can be directed to Todd Quitno, ASGCA Senior Project Architect **Lohmann Golf Designs, Inc.**, 815-923-3400 office.

The City of Rye reserves the right to reject any and all bids and to waive any informality in the bids received.

The City's acceptance of the lowest responsible bid is not binding until the written contract is signed by all parties. The oral award of the bid to the lowest responsible bidder is not an enforceable agreement.

Carolyn D'Andrea
City Clerk

SECTION I: INFORMATION FOR BIDDERS

A. CONTENTS

Attention of bidders is called to the contents of the Invitation to Bidders and Scope of the Work, a copy of which is annexed hereto and made a part hereof. All the work in this contract is described in detail in the Plans and Specifications, Information for Bidders, Bidder's Proposal and Contract Documents, all of which are attached hereto and make a part hereof.

B. DATE AND TIME OF FILING BIDS

Sealed bids or proposals will be received at the office of the City Clerk, City Hall, 1051 Boston Post Road, Rye, N.Y., for the work herein mentioned, at which place and after which time they will be publicly opened and read aloud. No bid shall be received or considered after the time stated herein.

C. BID FORM

All bids must be upon the blank form for proposal attached hereto, state the proposal price for each item of work both in words and in figures, and be signed by the bidder with his business address and place of residence. In case of any discrepancy, the written prices shall be considered the prices bid.

Bidders shall not remove or submit the proposal pages separately from the volume of contract documents, but shall submit their proposals bound in with the complete volume of documents, including all pages, correctly assembled.

All bids must be submitted in a sealed envelop endorsed with the name of the work and the contract number, and the name of the person making the same.

D. INFORMAL BIDS

The City Council of the City of Rye may reject, as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or the City Council may waive any such informality they may deem immaterial or non-prejudicial to the City and other bidders.

The City Council reserves the right to select the bid or proposal the acceptance of which will, in their judgment, best secure the sufficient performance of the work or to reject any or all bids.

E. ACCEPTANCE OF BIDS

No bid will be allowed to be withdrawn for any reason whatever after it has been deposited with the City Clerk. No bid will be accepted from, or contract awarded to, any person who is in arrears to the City of Rye, upon debt or contract, nor who is in default, as surety or otherwise, upon any obligation to the City of Rye.

F. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond. Certified or cashier's checks shall be made payable to the City of Rye, New York for the amount stated in the INVITATION TO BIDDERS. Bid bonds must be issued by an approved bonding or insurance company, authorized to do business within the State of New York. Such security shall be in the amount of not less than five per cent (5%) of the proposal submitted.

All bid deposits, whether check or bond shall be held by the City of Rye, New York, as security that the person or persons to whom the contract shall be awarded will enter into a contract therefor and give security for the performance thereof within ten (10) days after notice of such award. Such bid deposit must be enclosed in the sealed envelope containing the bid.

All bid deposits will be returned to all except the three (3) lowest bidders within four (4) business days after the formal opening of the bid. The bid deposits will be returned to the three (3) lowest bidders within three (3) business days after the City and the accepted bidder have executed the contract, or, if no contract has been so executed, within forty-five (45) days after the opening of the bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

If the bidder to whom the contract shall be awarded shall refuse or neglect to execute and deliver the same and furnish the security required with ten (10) days after due notice that the contract has been awarded to him, the amount of the bid deposit made by him shall be retained by the City of Rye as liquidated damages for such neglect or refusal, and shall be paid into the General Fund of the City of Rye; but if the said bidder to whom the contract is awarded shall execute and deliver the contract and furnish the said security within the time specified, the amount of the bid deposit will be returned to him.

The bidder by submission of his bid agrees with the City of Rye that the amount of said bid deposit represents the minimum amount of the damages the City will suffer by reason of any default as aforesaid.

G. ATTENTION DIRECTED

The attention of bidders is directed to those provisions of the Contract Agreement relative to:

- Compliance with laws
- Labor conditions
- Wage rates
- Insurance required

H. BIDDERS TO INVESTIGATE

Bidders are required to submit their Proposals upon the following express conditions, which shall apply to and become part of every bid received:

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may desire as to actual conditions and requirements of the work.

I. QUESTIONS REGARDING CONTRACT DOCUMENTS

In general, no answer will be given in reply to an oral question, if the question involves an interpretation of the intent or meaning of the plans or contract documents or the equality of use of products or methods other than those definitely designated or described in the specifications. All information given to bidders other than by means of the plans or contract documents or by Addenda as described below, is given informally and shall not be used as the basis of a claim against the City of Rye or the City Engineer.

To receive consideration, such question shall be submitted in writing to the City Engineer at least five (5) calendar days before the established date for receipt of bids.

The City Engineer will arrange as Addenda, which shall become a part of the contract, all questions received as above provided, with his decision regarding each. At least three (3) calendar days prior to the receipt of bids, he will send a copy of these Addenda to each of those who have taken out the contract documents.

J. TIME FOR COMPLETION

It is the purpose of the City Engineer to build the works under his charge in the shortest time consistent with good construction. A complete and well designed construction plan and effective organization will be insisted upon. The attention of prospective bidders is especially directed to the contract requirements as to the time of beginning work, the rate of progress and the time allowed for constructing and completing the work, the rate of progress and the time allowed for constructing and completing the work, as set forth elsewhere in this contract.

K. APPROXIMATE ESTIMATE OF QUANTITIES (~~Applies to itemized bids only~~)

Any quantities provided in the accompanying bid plans are based upon the estimate of the Golf Course Architect and are approximate only. All Bidders shall be responsible for calculating all necessary quantities for purpose of preparing their lump sum bid and completing the project as specified. The sole purpose of the Golf Course Architect-provided quantities are for Bidders to use in comparison to their own calculations so as to indicate any significant discrepancies in the intended scope of work.

Bidders are required to calculate their estimates upon the following expressed conditions which shall apply to and become part of every bid received, to wit:

Bidders must satisfy themselves by a personal examination of the location of the proposed work and/or by such other means as they may prefer, as to the actual conditions and requirements of the work and the accuracy of any quantity estimates of the Golf Course Architect (where applicable), and shall not at any time after submission of a bid assert or claim that there was any misunderstanding in regard to the nature of the work or the conditions affecting the work.

Attention is called to the uncertainty of the Golf Course Architect's actual total quantity of materials to be excavated, especially as to the quantities and kinds of material, since that will depend upon the character of the earth and rock which cannot be determined in advance. Generally, the intention has been to estimate all quantities liberally.

An increase or decrease in the quantity for any item beyond those provided in the Bidder's proposal shall not be regarded as sufficient grounds for an increase or decrease in the prices nor in the time allowed for the completion of the contract, except as provided in the contract. The deletion of any items or portion of the work shall not constitute grounds for any claim by the Contractor for payment or allowance for damages or extra service or otherwise.

L. SCOPE OF WORK

PHASE 2

- 1) The slit draining and expansion of seven (7) existing golf course greens on Holes #5,8,10,11,13,16,17.
- 2) The reconstruction of greens on Holes #3, PG
- 3) The leveling, re-grassing and or rebuilding of tees on Holes # 11,14, 18
- 4) The installation of block curbing along various cart paths adjacent to the above work areas

Timing for this project shall be as follows:

- | | |
|-----------------------------------|------------------------|
| ▪ Bid letting and plans available | April 9, 2018 |
| ▪ Pre-Bid Meeting (mandatory) | April 25, 2018 |
| ▪ Bids due | May 11, 2018, 10:00 AM |
| ▪ City Board Approval | May 23, 2018 |
| ▪ Project Commencement | October 15, 2018 |
| ▪ Project Completion | December 7, 2018* |

* Note that Contractor is expected, in good faith, to complete this project by the date listed above. However the contract for this project shall not expire until June 1, 2019, in order that any work that cannot be completed due to weather circumstances or other delays recognized by the City as being egregious and beyond the Contractor's control, may be continued in the Spring of 2019 or once the cause of delay has been sufficiently rectified.

M. SPECIAL CONDITIONS

Bidders shall prepare their lump sum bids for the above work based on the responsibilities listed in the Bid Proposal Form and on the bid plans. City shall be responsible for all tree and stump clearing, irrigation installation and project grow-in.

Note that much of the work called for under this contract is considered specialty golf course construction and thus requires Bidders, and/or their selected sub-contractors, to have explicit past

experience in the type of work proposed. All Bidders are required to submit a completed Contractor Qualifications Form with their bids illustrating said experience.

In the event that underlying bedrock is encountered during subgrade excavation, Contractor shall notify Golf Course Architect and/or City Engineer immediately so as to determine if grade lines or feature locations might be adjusted to avoid rock removal or if contract must be amended to allow for removal expenses. Failure to notify said parties and acquire written approval for rock removal will nullify any requests by the Contractor for additional compensation.

N. ABILITY AND EXPERIENCE OF BIDDER

It is the purpose of the City of Rye not to award this contract to any bidder who does not furnish evidence satisfactory to the City that he has ability and experience in this class of work, that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time named.

The City may make such investigations as it deems necessary to determine the ability of the bidders to perform the work. Information regarding experience, financial resources, and facilities, shall be submitted in the Bidder's Proposal. The City Council reserves the right to reject any proposal if the evidence submitted by or the investigations of such bidder fails to satisfy it that such bidder is properly qualified to carry out the work contemplated under this contract.

O. BONDS REQUIRED

For the performance of the contract, a performance bond, and labor and materials payment bond will be required, each of which shall be in the penalty of one hundred (100) per centum of the contract price, shall be in the annexed forms, shall be signed by the party to whom the work is awarded and by a solvent fidelity or surety company authorized by the laws of this State to transact such business, and must meet with the approval of the Corporation Counsel of the City of Rye as to adequacy, form and correctness.

The bidder to whom the contract is awarded will be required to attend at the office of the City Clerk in person, or, if a corporation, shall be represented by a duly authorized representative, with the Surety offered by him and shall be prepared to execute the contract and bonds and furnish the required insurance or acceptable binders or certificates within ten (10) days after written notice from the City Clerk that the contract has been awarded to him. In case of failure or neglect to do so he may be deemed to have abandoned the contract as in default to the City under the provisions set forth above.

If at any time after the execution and approval of this contract and the performance and payment bonds required by the contract documents the City of Rye shall deem any of the sureties upon such bond to be inadequate security for the City of Rye, the Contractor, within five (5) days after notice from the City of Rye by the City Clerk to do so, shall furnish a new or additional bond, in for, sum, and signed by such sureties, as shall be satisfactory to the City of Rye. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and

until such new or additional bond shall be furnished and approved. Premiums on such bonds will be paid for by the Contractor.

P. INSURANCE REQUIRED

The attention of bidders is called to the fact that the Contractor shall be required to take out, and continue in effect during the life of the contract, insurance with the provisions fully set forth elsewhere in this contract, and in the amounts specified herein. If binders or certificates are accepted temporarily, bidders should note that policies must be furnished and approved before any payment will be made under a contract.

PROPOSAL SUMMARY

Name of Bidder: _____

<u>TOTAL BASE BID - PHASE 2:</u> *Total Lump Sum for Base Bid Services:

(Written in numbers)

(Written in words)
<u>TOTAL (ADD) ALTERNATE 1:</u>

(Written in numbers)

(Written in words)
<u>TOTAL (ADD) ALTERNATE 2:</u>

(Written in numbers)

(Written in words)

Bidder acknowledges receipt of Addenda as follows:

_____ Signature _____

_____ Signature _____

_____ Signature _____

SECTION II: BIDDER’S PROPOSAL

**2018 Golf Course Renovations and Improvements
CONTRACT NO. 2018-01**

A. BID SHEETS

BASE BID

Bidder agrees to perform all site work, as set forth in the Project Manual and Drawings, for the following BASE SCOPE OF WORK:

- The slit draining and expansion of seven (7) existing golf course greens on Holes #5,8,10,11,13,16,17.
- The reconstruction of greens on Holes #3, PG
- The leveling, re-grassing and or rebuilding of tees on Holes # 11, 14, 18
- The installation of block curbing along various cart paths adjacent to the above work areas

for the TOTAL LUMP SUM of:
(written in words)

(written in numbers)

_____ Dollars \$ _____

ALTERNATE OPTION #1

Bidder agrees to perform all site work, as set forth in the Project Manual and Drawings, for the following ALTERNATE (ADD) SCOPE OF WORK.

Install Better Billy Bunker liner system in all proposed bunkers.

for the TOTAL LUMP SUM of:
(written in words)

(written in numbers)

_____ Dollars \$ _____

ALTERNATE OPTION #2

Bidder agrees to perform all site work, as set forth in the Project Manual and Drawings, for the following ALTERNATE (ADD) SCOPE OF WORK.

Install asphalt cartpath connection adjacent to Hole #14 tees as shown on plan.

for the TOTAL LUMP SUM of:
(written in words)

(written in numbers)

_____ Dollars \$ _____

The alternate prices submitted above may be accepted either at the time of BASE BID approval or up to no later than thirty (30) days after award of the Bid; however, if not approved at the time of the award of the BASE BID, the contract times set forth in the Project Manual and Drawings will be adjusted to compensate for the additional time taken in award of the ALTERNATE.

Note that winning bid will be awarded based solely on the BASE BID price.

UNIT COSTS

The above bids are lump sum and all work included with their described construction shall be treated as such. In the event individual work items are added or deleted at the direction of the Golf Course Architect and/or City (and approved in writing by the City), which constitutes a distinct change in the work and does not exceed 10% of the total project sum, a change order shall be executed and the following unit prices shall apply. Should the change in scope amount to more than 10% of the project sum, Contractor and City shall have the right to negotiate a fair sum above and beyond the units provided below.

Furnish and install silt fence per lin. ft. (in the event Owner cannot complete)	\$ _____
Excavate and remove existing asphalt curbs per lin. ft.	\$ _____
Excavate and remove existing asphalt paths per sq. ft.	\$ _____
Roto-till existing work area per sq. ft.	\$ _____
Strip existing sod in work area for disposal per sq. ft.	\$ _____
Strip existing sod and temporary store for re-use per sq. ft.	\$ _____
Strip and replace 6" onsite topsoil per cy	\$ _____
Furnish and install imported topsoil material per cy	\$ _____
Excavate, place and grade on-site fill material per cy	\$ _____
Laser-level tee surface per sq. ft.	\$ _____
Furnish and install rootzone mix layer on tees per ton	\$ _____
Furnish and install rootzone mix layer on greens/expansions per ton	\$ _____
Furnish and install bunker sand per ton	\$ _____
Furnish and install Better Billy Bunker liner per sq. ft.	\$ _____
Furnish and install 2" Turf flow pipe and mix backfill per sq. ft.	\$ _____
Furnish and install 4" N-12 perforated draitile w/pea gravel backfill per lin. ft.	\$ _____
Furnish and install 4" N-12 solid draitile per lin. ft.	\$ _____
Furnish and install 12" plastic catch basins with grate each	\$ _____
Finish grade, fertilize, and sod using harvested bentgrass per sq. ft.	\$ _____
Finish grade, fertilize, and sod using purchased bentgrass per sq. ft.	\$ _____
Finish grade, fertilize, and sod using purchased bluegrass per sq. ft.	\$ _____
Finish grade, fertilize, and sod using purchased fescue per sq. ft.	\$ _____
Furnish and install stone curbing per lin. ft.	\$ _____
Furnish and install 4" gravel base layer for cartpahts per sq. ft.	\$ _____
Furnish and install 2" asphalt layer for cartpahts per sq. ft.	\$ _____
Rock wheel trench for drainage pipe per lin. ft.	\$ _____

B. BIDDER'S PROPOSAL AND SIGNATURE

The bidder agrees that to the City Council of the City of Rye is expressly reserved the right to reject any or all bids or to accept that one of those whose acceptance, in the judgment of the City Council, will best serve the interest of the public. THE BIDDER AGREES THAT HIS BID MAY NOT BE WITHDRAWN WITHIN FORTY-FIVE (45) DAYS AFTER THE DATE BIDS ARE PUBLICLY OPENED, EXCEPT AS OTHERWISE PROVIDED IN SECTION II-F HEREOF.

This proposal is made by: _____
(Name of Bidder)

Bidder's business address: _____

Bidder's residence address: _____

State whether bidder is an individual, a partnership or a corporation.

(If a corporation, then corporate seal is required here.)

Signed this _____ day _____, 20_____

(Signature & Title)

STATE OF _____) SS:
COUNTY OF _____)

_____ being duly sworn, deposes and says that he resides at _____

that he is the

who signed the above proposal or bid, that the bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the bid are true to the best of his knowledge and belief.

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

If the Bidder is a corporation, attached certified copy of the resolution of its Board of Directors authorizing the officer of the corporation who signed the bid, to sign such bid for and on behalf of such corporate bidder.

If a partnership or corporation, give the full names of all partners or all principal officers and manager of the corporation with the title and home address of each:

<u>NAME</u>	<u>TITLE</u>	<u>RESIDENCE ADDRESS</u>

The undersigned states, when Bidder is a Corporation, that such Corporation was chartered by the State of

_____ , in the year _____ , and that its legal address is _

The undersigned offers the following information as evidence of his or their facilities, ability and financial resources available for the fulfillment of the Contract, if such be awarded to him or them:

Contractor Requirements

The Contractor, whether self-performed or sub-contracted, must have satisfactorily completed five (5) golf course projects of similar scope to that included in this contract, specifically including putting greens construction, slit drainage installation (on golf course greens) and greens expansions and/or modifications, within the past five (5) years.

Bidder shall submit this Contractor Qualifications Form as an attachment to the Bid Proposal Form. Failure to submit may result in bidder disqualification.

Contractor's Qualification

Number of Years in Business _____

Number of Years in Experience in Golf Course Slit Drainage _____

Number of Years Experience in Golf Course Green Construction _____

Does your company have direct experience in the type of golf course construction & rehabilitation work as described above?

Yes____ No ____.

If answered no to the above, and you are planning to sub-contract work to a qualified company, please indicate name, location and services to be performed of said company:

Name/Location: _____

Services to be Performed: _____

Projects Completed

List the golf course work completed within the past five (5) years as a contractor similar in scope to the Rye Golf Club Green Renovation project. The work shall have been of substantial detail to reflect the Contractor’s ability to read and interpret the plans and satisfactorily execute the work. (Work experience may be attached as separate exhibit)

Golf Course 1

1. Name, Address and Contact:

2. Project Scope:

3. Completion Date: _____

Golf Course 2

1. Name, Address and Contact:

2. Project Scope:

3. Completion Date: _____

Golf Course 3

1. Name, Address and Contact:

2. Project Scope:

3. Completion Date: _____

Golf Course 4

1. Name, Address and Contact:

2. Project Scope:

3. Completion Date: _____

Golf Course 5

1. Name, Address and Contact:

2. Project Scope:

3. Completion Date: _____

Golf Course Construction or Rehabilitation References

Please attach any additional references or company information that would be helpful in determining your firms qualifications for this project.

FINANCIAL RESOURCES - That information relative to his or their financial resources can and may be obtained from the following:

(Give name, business and address. At least one must be a bank.)

NAME

BUSINESS

ADDRESS

Upon request, the undersigned will amplify the foregoing statements as may be required and necessary to satisfy the City concerning his or their ability to successfully perform the work in a satisfactory manner within the required time.

C. PERSONAL EXAMINATION OF WORK, SITE AND DOCUMENTS

The bidder acknowledges that he has carefully and in person examined the ground, the site of the work, the plans and specifications, the form of the contract, and has read all the notices, information, proposals and the paragraphs which may be attached to the contract and/or specifications as Special Items, and that his bid is not dependent in any way on any statement of any employee of the City as to bidders or other conditions.

D. CANVASSING OF BIDS

In submitting the hereinabove bids the undersigned bidder agrees that the lowest total bid for this contract shall be determined by the City Council on the basis of the lowest total bid for which the entire work is to be performed, arrived at by a correct computation of all the items specified in the hereinabove otherwise specifically provided in the said sheet. All other bids shall be canvassed on the same basis.

E. VARIATION IN QUANTITIES

The bidder agrees that any quantities given in the information for bidders as the Approximate Estimate of quantities are approximate and are given only to form a basis for comparison of bids and are not to be considered as a binding feature in this contract and agrees that the Contractor shall not have nor make any claim due to variation between the said quantities and the actual quantities required or ordered to complete the work as specified, except as provided in the contract, which contract is attached hereto and made a part hereof.

F. AGREEMENT TO CONTRACT

The bidder further agrees to execute the contract and given the required surety bonds and required insurance within ten (10) days from the date of service of a written notice that the said contract has been awarded to such bidder.

G. DAMAGES FOR FAILURE TO CONTRACT

If this proposal shall be accepted by the City of Rye and the bidder shall refuse or neglect, within ten (10) days after date of service of the written notice that the Contract has been awarded to such bidder, to execute and deliver the same and to give bonds by a solvent fidelity or surety company authorized by the laws of the State of New York to transact such business in the sum of one hundred per cent (100%) of the price bid as security for payment of labor and materials and the faithful performance of said contract, and furnish the required insurance, which bonds and surety and insurance shall be approved by or be satisfactory to the Corporation Counsel, then the City Council may, at its option, determine that the said bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void and the certified check, cashier's check or bid bond accompanying the proposal shall be retained by the City of Rye towards liquidated damages for such neglect or refusal and shall be paid into the General Fund of said City, but, if the said bidder shall execute and deliver the contract and furnish the said security

and insurance within the aforesaid time of ten (10) days, the amount of his deposit shall be returned to him.

**H. NON-COLLUSIVE AFFIDAVIT – COMPLIANCE WITH SECTION 103D
GENERAL MUNICIPAL LAW**

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)

I. VENDOR CONFLICT OF INTEREST QUESTIONNAIREInstructions:

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 receive income or money from the company 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 officer, or director, or part owner?

Box D: Describe your employment or business relationship with the government official or City employee. If there is 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

OFFICE USE ONLY

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.

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

SECTION III: CONTRACT AGREEMENT

(To be completed after Contract Award)

City of Rye

2018 Golf Course Renovations and Improvements Contract No. 2018-01

NOTE: The headings, titles, table of contents and indexes printed or written on the pages following, preceding or attached, are intended for the convenience of reference only, and do not form part of the contract or specifications.

A. PARTIES AND DEFINITIONS

This agreement dated as of the _____ day of _____, 20____ by and between the City of Rye, a municipal corporation of the State of New York, and hereinafter designated the City, party of the first part, and

hereinafter designated the Contractor, party of the second part.

The parties to these presents, each in consideration of the mutual promises, covenants and agreements herein contained, do hereby covenant, promise and agree each with the others as follows:

DEFINITIONS

NOTE: Whenever the words defined in this article, or pronouns used in their stead, occur in this contract and in the Notice to Contractors, Information for Bidders, Bidder's Proposal, Plans and Specifications hereto attached and made a part of this contract, they shall have the meaning here given:

1. Acceptance

Shall mean at the conclusion of the period of maintenance, as provided for herein, and shall be followed by the payment to the Contractor for all monies retained by the City and his release by it from all bond obligations.

2. City - shall mean the City of Rye

3. City Clerk

Shall mean the City Clerk of the City of Rye, or any officer duly authorized by the City Manager of the City of Rye to act for the City in the execution of the work required by this contract.

4. Completion

Shall mean the finishing of all work of a contract and its preparation for test by actual use otherwise and shall be certified to by the engineer. During the maintenance period, as provided for herein, the Contractor, without undue interference with such use, shall maintain his work without extra cost to the City in the condition specified, and his bond and retained percentage shall be held for such performance, as provided herein.

5. Contract

In addition to the portion of this form or document titled "Contract" shall mean and include the "Notice to Contractors", the "Information for Bidders", the "Bidder's Proposal", the "Specifications", and the forms for surety bonds hereto annexed and the "Plans" herein described, and said inclusion are and shall be considered part and parcel of this contract.

6. Contractor

Shall mean the party of the second part above designated entering into this contract for the performance of the work required by it, and the legal representative of said party of the agent appointed to act for said party in the performance of the work.

7. Golf Course Architect and/or City Engineer

Shall mean the person holding the position of or acting in the capacity of the Golf Course Architect and/or City Engineer for the City of Rye, acting either directly or through his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. Whenever the aforesaid Golf Course Architect and/or City Engineer be unable to act in consequence of absence or other cause, then such Golf Course Architect and/or City Engineer and assistants as the Golf Course Architect and/or City Engineer shall designate shall perform all the duties and be vested with all powers herein given to the said Golf Course Architect and/or City Engineer.

8. Notice

Shall mean written notice. Written notice shall have been deemed to have been duly served when delivered in person to the person, firm or corporation for whom intended, or to his, their or its duly authorized officer, agent, or representative, or when delivered at the last known business address of such person, firm or corporation, or when enclosed in a postage prepaid sealed wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address, and deposited in the U.S. Mails in a receptacle regularly maintained for such purposes by the government.

9. Plans

Shall mean all the plans of the work accompanying this contract with such subsequent details as the Engineer may give or approve from time to time.

10. Site of Work

Shall mean the immediate locality of the work done or to be done under the contract, including all the land or easements thereto acquired or to be acquired by the City, and any land, park or highway contiguous to the said work, land or easements, and all temporary or permanent storage place of equipment or material in the work.

11. Time

Year, month, week and day shall mean those respective calendar periods unless otherwise specified.

12. Unless the context clearly indicates the contrary, the words directed, required, permitted, ordered, designated, selected, prescribed, or words of like import used in the specifications or upon the plans shall mean, respectively, the direction, requirement, permission, order, designation, selection or prescription of the Golf Course Architect and/or City Engineer and similarly the words approved, acceptable, satisfactory, equal, necessary, or words of like import shall mean respectively approved by, or acceptable to, or satisfactory to, or equal or necessary in the opinion of the Golf Course Architect and/or City Engineer.

13. Fiscal Officer

Shall mean the person holding the position of or acting in the capacity of the N.Y. State Commissioner of Labor.

B. AUTHORITY OF GOLF COURSE ARCHITECT AND/OR CITY ENGINEER

1. General

The Golf Course Architect and/or City Engineer will give all orders and directions contemplated under the contract; will determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for; will decide every question which may arise relative to the fulfillment of the contract on the part of the Contractor. His estimates and decisions shall be final and conclusive upon said Contractor; and in case any question shall arise between the parties hereto, touching this contract, such estimate and decision shall be a condition precedent to the rights of the Contractor to receive any money under the contract.

The Golf Course Architect and/or City Engineer may stop any work under the contract if the methods or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used.

The order or sequence of execution of the work and the general conduct of the work shall be subject to the approval of the Golf Course Architect and/or City Engineer who shall have authority to direct the order or sequence where public necessity or welfare shall require, which approval or direction shall, however, in no way affect the sole responsibility of the Contractor in the conduct of the work, nor shall any claim against the City arise or be allowed by reason of any such direction by the Golf Course Architect and/or City Engineer.

2. Orders to Foreman

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Golf Course Architect and/or City Engineer and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given. All superintendents and foremen shall be English speaking.

3. Alterations or Deletions

The Golf Course Architect and/or City Engineer may make alterations or deletions in the line, grade, plan, form, dimensions, or materials or the work or any part thereof, either before or after the commencement of construction. If such deletions or alterations increase or diminish the quantity of work to be done, adjustment for such work under this contract, except that if unit prices are not stipulated for such work, compensation for increased work shall be made under the item of Extra Work, and for decreased work the Contractor shall allow the City a reasonable credit as determined by the Golf Course Architect and/or City Engineer. If such alteration or deletions diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on the work that is dispensed with, and the Contractor waives and releases any claim therefor.

4. Access to Work, Places of Manufacture and Accounts

The Golf Course Architect and/or City Engineer inspectors, agents, or other employees, shall for any purpose, and other parties who may enter into contract with the City of Rye for doing work within the territory covered by this contract shall, for all purposes which may be required by the Contract, have access to the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefor.

Furthermore, the Golf Course Architect and/or City Engineer and his inspector and agents shall, at all times, have immediate access to all places of manufacture where materials are being made for use under this contract and shall be given full facilities for determining that all such materials are being made strictly in accordance with the specifications and plans.

The Contractor shall, whenever requested, provide scales and assistance for weighing, or assistance for measuring any of the materials, and shall give the City's agents and employees access to invoices, bills of lading, payroll, accounts, and memoranda relating to this contract or the work performed or to be performed hereunder.

5. Inspection and Exposure

The Golf Course Architect and/or City Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intentions of this contract, even to the extent of uncovering or taking down portions of finished work.

Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but, should the work exposed or examined prove unsatisfactory, in the opinion of the Golf Course Architect and/or City Engineer, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

6. Defective Work

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill said contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

If the work, or any part thereof, shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defects in a manner satisfactory to the Golf Course Architect and/or City Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials to a satisfactory distance from the vicinity of the work.

C. RESPONSIBILITY OF CONTRACTOR

1. General

The Contractor shall do all the work and shall furnish all the materials, tools, and appliances except as herein otherwise specified, necessary or proper for performing and completing the work required by this contract, in the manner and within the time hereinafter specified. The said Contractor shall complete the entire work to the satisfaction of the Golf Course Architect and/or City Engineer and in accordance with the specifications and drawings herein mentioned, at the prices herein agreed upon and affixed therefor. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the attached specifications, and the directions of the Golf Course Architect and/or City Engineer as given from time to time during the progress of the work under the terms of this contract and also in accordance with the Contract Plans, which said Specifications and Plans, together with the Notice to Contractors, the Information for Bidders, and the Bidder's Proposal form parts of this agreement and are approved by the City Council. The Contractor further agrees that all work done or materials furnished shall be of the best of their respective kinds and qualities.

2. Contractor's Obligation

The Contractor shall take all the responsibility of the work; the said Contractor shall bear all losses resulting to said Contractor on account of the amount or character of the work, or because the nature of the land in or on which the work is done is different from the assumed or expected, or on account of the weather, floods, or other causes; and the said Contractor shall at said Contractor's own proper cost and expense assume the defense of and indemnify and save harmless the City and the Golf Course Architect and/or City Engineer and their employees, officers, and agents from all claims of any kind arising from the performance of this contract, whether or not any active or passive or concurrent or negligent act or omission by the Golf Course Architect and/or City Engineer or any of their employees, officers or agents may have directly or indirectly cause or contributed thereto.

Any expense necessarily incurred by the City in any criminal action or proceedings against any person employed on any work constructed or in the suppression of riots among persons employed on said work, or in the prevention of the commission of crime by such persons, after being duly audited, as required by law, shall constitute a claim in favor of the City of Rye and an action may be maintained on such audit as for money paid to the use of the City and said Contractor shall be responsible to the City for any amount of expense incurred by reason of and upon the grounds set forth hereinabove.

3. Contractor to Provide Engineering

The Contractor shall provide his own engineering and/or surveying services to give all lines and grades, including such changes as may be necessitated by unforeseen conditions, and as ordered by the Engineer, and other technical advice necessary for the satisfactory installation of the work. The Contractor shall furnish all stakes, forms, grade boards and templates and shall be responsible for the preservation of grade stakes and for the accurate setting, laying and execution of the work in all its parts. Said Contractor shall also provide the Golf Course Architect and/or City Engineer with all the necessary assistance when required. All stakes set for lines or grades that may be disturbed by the Contractor or the employees of the said Contractor shall be replaced at the expense of said Contractor.

4. Contractor to Give Personal Attention

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Golf Course Architect and/or City Engineer in every possible way.

The superintendent or foreman in charge of the work shall have full authority to execute the orders or the directions of the Golf Course Architect and/or City Engineer without delay and to supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

5. Contractor's Mistakes

The Contractor shall pay to the City all Expenses, losses, and damages, as determined by the Golf Course Architect and/or City Engineer, incurred in consequence of any defect, omission, or mistake of the Contractor or his employees, or the making good thereof.

6. Contractor to Employ Sufficient Labor and Equipment

The Contractor shall employ only competent and skillful men to do the work and whenever the Golf Course Architect and/or City Engineer shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed in it, except with the consent of the Golf Course Architect and/or City Engineer.

If, in the opinion of the Golf Course Architect and/or City Engineer, the Contractor is not employing sufficient labor or sufficient equipment in good repair to complete this contract within the time specified, said Golf Course Architect and/or City Engineer may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly.

7. Patents and Brands

The Contractor shall be liable for any claims made against the City of any infringements of patents by the use of patented articles in the construction and completion of the work, or any process connected with the work agreed to be performed under this contract or of any materials used upon the said work, and shall indemnify and save harmless the City from all costs, expenses, and damages which the City, the Golf Course Architect and/or City Engineer, their employees, officers, or agents shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work.

8. Intoxicating Liquors

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work under this contract.

9. Prevention of Dust Hazard

The Contractor agrees that in the event a silica or other harmful dust hazard is created in the construction of the work herein contracted to be done and for which appliances or methods for the elimination of such silica dust or other harmful dust have been approved by the State or local authorities, said Contractor will install, maintain and keep in effective operation such appliances and methods for the elimination of such silica dust or other harmful dust hazard or hazards, and, in the event this provision is not complied with, this contract shall be void.

A violation of this provision shall constitute a misdemeanor and shall be punishable by a fine of not more than \$500 or by imprisonment for not more than one year, or by both fine and imprisonment.

D. TIME

1. To Begin Work

The Contractor shall begin the work embraced in this contract on or before the date(s) specified in the SCOPE OF WORK, but only following a written notice by the City Clerk instructing the said Contractor to begin work on the specified date. It is further agreed by the Contractor, however, that no work shall be begun by said Contractor and no liability incurred on the part of the Contractor nor on the part of the City until the Corporation Counsel of the City of Rye has first approved the payment and performance bonds and insurance required in the contract.

2. To Complete Work

The Contractor shall complete all work embraced in this contract as specified in Section I - SCOPE OF WORK. The allotted time as specified in the SCOPE OF WORK shall commence five (5) days after the Contractor is served with a notice to begin work or after the actual beginning of work by the Contractor, whichever shall occur first, as determined by the Golf Course Architect and/or City Engineer.

In the event the completion time specified in the SCOPE OF WORK is set forth in calendar days, the Contractor agrees that a calendar day shall be any day, including Saturdays, Sundays and legal holidays, and that said completion time amply provides sufficient extra time to adjust for all delays caused by inclement weather conditions and other causes.

In the event the completion time specified in the SCOPE OF WORK is set forth in working days, the Contractor agrees that each day except Saturdays, Sundays and legal holidays shall constitute a working day unless, in the opinion of the Engineer, weather conditions prevent the Contractor from carrying on the work embraced in this contract.

In the event the completion time specified in the SCOPE OF WORK is set forth as a date of completion, the Contractor agrees that delays resulting from weather conditions or any other causes shall be reviewed by the Golf Course Architect and/or City Engineer and may not be deemed as justifiable reasons for extending the specified date of completion. The schedule as provided in the SCOPE OF WORK has provided for extra time to account for delays, however if the Contractor believes that the specified date of completion does not amply provide sufficient extra time to adjust for such delays, Contractor must indicate this in writing prior to entering into contractual agreement with the City.

The time in which this contract is to be completed is of the essence of this agreement.

3. Delay, Suspension and Extension

The Golf Course Architect and/or City Engineer reserves the right to suspend the whole or any part of the work herein contracted to be done, if he shall deem it in the best interest of the City to do so.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claims shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

No extension of time will be made for ordinary delays or accidents.

4. Liquidated Damages (Not applicable for this contract)

5. Abandonment and Suspension

If the work to be done under this contract shall be abandoned by the contractor, or if this contract shall be assigned or the work sublet by said Contractor otherwise than as herein specified, or if at any time the Golf Course Architect and/or City Engineer shall be of the opinion and shall so certify in writing that the performance of this contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this contract or of the specifications or is executing the same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time named in this contract for its completion or started as specified for starting, or completed within the time to which completion of the contract may be extended by the City in the manner therein provided, the City may notify the Contractor to discontinue the work, or such part thereof, and the City shall thereupon have the power to complete or contract for the completion of the contract in the manner prescribed by law or to place such and so many persons as the City may deem advisable, by contract or otherwise, upon the work herein described, or such part thereof, and to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purposes of his work and to procure other materials for the completion of the same, and to charge the expense of such labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such monies as may be due or may, at any time thereafter, become due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall be liable and responsible therefor; and if less he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the City, by contract or otherwise under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in no way to hinder or interfere with the persons or workmen employed, as above provided, by the City by contract or otherwise, to do any part of the work or to complete the same under the provisions of this contract.

The City shall, however, prior to taking possession for completion, notify the Contractor's surety of the Contractor's defaults hereunder and the surety may remedy the defaults by undertaking and commencing due performance within ten (10) days after such notice, and by subsequent diligent performance and completion of the contract; and, if the surety shall not faithfully undertake and commend such performance within said period and thereafter diligently complete or perform at the surety's expense (not in excess of the bond amount) the City may proceed as aforesaid.

However, if, in the City's opinion, any conditions dangerous to life or property shall exist by reason of the Contractor's default, the City may proceed forthwith without notice to the surety, but at the expense of the Contractor and surety, to remedy any such dangerous conditions.

E. INSURANCE AND INDEMNITY

1. General

This contract shall be null and void and of no effect unless the Contractor shall, before entering upon the performance thereof, secure compensation for the benefit of, and keep insured during the life of said contract, all employees engaged thereon who are required to be insured by the Workmen's Compensation Law, in compliance with the provisions of said law and acts amendatory thereto, and as provided in Section 108 of the General Municipal Law of the State of New York.

The Contractor's policy shall include a contractual "hold harmless" clause, exactly as follows:

"The Contractor shall, during the performance of this work, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights, and shall indemnify and save harmless the City and its employees, officers and agents, from all claims, suits and actions and all damages and costs to which they may be put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active or passive or concurrent or negligent act or omission by the City or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto."

The Contractor shall also take out and maintain during the life of this contract such property damage and public liability insurance in amounts hereinafter specified, as will protect the Contractor (including agents and subcontractors, if any), and the Contractor's employees, officers and agents from any claims from damages to property and/or for personal injuries, including death, arising out of, occurring or caused by operations under this contract by the Contractor, or by anyone directly or indirectly employed by said Contractor or arising out of this contract.

The Contractor shall also take out and maintain during the life of the contract such contingent property damage and public liability insurance policies in amounts hereinafter specified, as will protect the City of Rye, the City Council, its employees, officers and agents from any and all of the said hereinabove described matters, including a contractual coverage clause setting forth substantially the wording of the Second paragraph of this clause E., subdivision 1.

The Contractor, before execution of this contract by the City Manager, shall file with the City Clerk for his approval one copy of each and every insurance and indemnity policy required by

the terms of this contract, or, at the City Clerk's discretion, binders or certificates thereof may be furnished, if acceptable, pending receipt of required policies. Each and every insurance policy required by the terms of this contract shall carry an endorsement to the effect that the insurance company will give at least ten (10) days prior written notice to the City of Rye of any modification or cancellation of any such policy or policies.

Said insurance and indemnity policies or certificates or binders shall be subject to the approval of the Corporation Counsel in regard to company, adequacy and form of protection. The certified check or bid bond submitted with the Contractor's bid may be held for and until such approval has been given. Upon failure of the Contractor to furnish, deliver, and maintain such acceptable binders, the certificates or insurance and renewals as above provided, this contract may, at the option of the City Council, be held willfully violated by the Contractor and may be forthwith declared suspended, discontinued or terminated by the City. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any responsibility or liability under this contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the contract in not less than the following amounts:

Workmen's Compensation (with Disability Certificate) Unlimited

Limits Required for Contractor's Insurance

General Liability: Bodily Injury & Property Damage
Aggregate \$ 1,000,000.00

Automobile Liability: Bodily Injury & Property Damage
Aggregate \$ 1,000,000.00

Protective Policy for City (City of Rye sole named insured)
General Liability: Bodily Injury & Property Damage
Aggregate \$ 1,000,000.00

The Owner's or Contractor's Protective Liability Insurance policy shall name the City of Rye as sole insured party.

An original plus one copy of the above insurance certificates will be required.

Blasting or explosives coverage may be required, if and when deemed necessary by the Golf Course Architect and/or City Engineer, at the commencement of, or during, the contract performance and shall also be subject to approval and permit.

The Contractor agrees to indemnify and save harmless the City of Rye and the public generally therein from all loss, injury and damage caused by or resulting from his storage of explosives or use of explosives or blasting in said City, whether or not such loss, injury or damage be due to negligence of the Contractor or his agents, servants or employees. The foregoing sentence and

protection is intended to be for the benefit of persons and property owners in said City, as well as the City, with respect to any such damage, injury or loss sustained.

In the event that claims in excess of the required amounts are made or in the event that claims in excess of the required amounts are made or filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payments due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by and satisfactory to the City.

F. LABOR

1. No Discrimination in Employment

The Contractor agrees:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates,
- (b) that no Contractor, subcontractor, or any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin,
- (c) that there may be deducted from the amount payable to the Contractor by the City of Rye under this contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- (d) that this contract may be canceled or terminated by the City of Rye and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

2. Hours of Work

The contractor agrees that no laborers, workmen or mechanics in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in cases of extraordinary emergency, including fire, flood or danger to life and property. No such person shall be employed more than eight (8) hours in any day or more than five (5) days in any one (1) week except in such emergency.

3. Wages Rates and Supplements

The wages and supplements to be paid for a legal day's work to laborers, workmen or mechanics upon such public work, shall be not less than the prevailing rate of wages as shown in Section P. herein.

"Supplements" means all remuneration for employment paid in any medium other than cash, or reimbursement for expenses, or any payments which are not "wages" within the meaning of the law, including but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.

Where contracts are not awarded within ninety (90) days of the date of establishment of the prevailing rate of wages by the fiscal officer, the department of jurisdiction shall request of the fiscal officer a redetermination of a schedule of wages and supplements.

The said Contractor agrees that any person or corporation that willfully pays or provides, after entering into such contract, less than such stipulated wage scale as established by the fiscal officer shall, in addition to the penalties provided in Section 220 and other applicable provisions of the Labor Law, be subject to forfeiture of the contract at the option of the City Manager for a first offense; and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the City pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any such contract.

The said Contractor agrees that each such laborer, mechanic or workman employed in the performance of this contract, either by the Contractor, a subcontractor, or any other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be paid not less than such minimum hourly rates of wages and shall be provided supplements not less than the prevailing supplements.

In order to comply with the provisions of the Labor Law of the State of New York, the Contractor further agrees that not less than the schedules of wages and supplements as attached shall be paid and provided to laborers, workmen or mechanics in carrying out the work provided for under this contract.

G. LAWS AND REGULATIONS

1. General

The Contractor and his agents and employees shall at all times observe and comply with all existing and future laws, ordinances, regulations, orders and decrees that in any manner affect their work, including Federal permits an regulations, and shall protect and indemnify the City of Rye, its agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. If any discrepancy or inconsistency should be discovered in this contract, or in the plans or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree he shall forthwith report the same in writing to the Engineer.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

2. Labor and Other Laws

The Contractor and his agents and employees shall at all times observe and comply with all the applicable provisions of the Labor Law, the Public Health Law, the Lien Law, the Workmen's Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, and all rules and regulations promulgated by the Department of Labor of the State of New York, any applicable State or Federal Law, rule or regulation, the Charter of the City of Rye and any Local Laws, ordinances, resolutions or regulations of the City of Rye, and all amendments and additions thereto.

3. Refusal to Testify

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract;

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and, also
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid. (General Municipal Section 103-a)

4. Permits

The Contractor shall, at his own expense, obtain all necessary permits and licenses required by county, state or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incidental to the due and lawful prosecution of the work covered by this contract. If any of the Contractor's work shall be done contrary to such laws, ordinances, rules and regulations, without such notice, he shall bear all cost arising therefrom.

All fees for City of Rye permits shall be waived.

5. Notice to Consolidated Edison Co.

The Contractor further agrees to comply with General Business Law Art. 36 and shall give prior written notice to consolidated Edison company of New York, Inc., at least seventy-two (72) hours in advance before excavating in any street or public place, and before a proposed discharge of explosives in any location.

6. Code 53

Under Industrial Code Rule 53, the Contractor will be required to notify the Central Registry prior to the start of his work and obtain a listing of the various underground utility operators to be notified of impending work under this contract so they may locate and mark the locations of their utilities upon the pavement. Notification of all operators must be made forty-eight (48) hours prior to the start of any construction. No work by the Contractor shall commence until all the operators have acknowledged being notified and their utilities have been located.

H. EXTRA WORK

1. General

The Contractor shall provide any materials and/or do any work incidental to the proper completion of the contract and not otherwise provided for herein, when and as ordered in writing by the Golf Course Architect and/or City Engineer previous to the commencement of the extra work, in one of the following manners as determined by the Golf Course Architect and/or City Engineer:

(a) Contract Prices

Extra work shall be ordered done by the Golf Course Architect and/or City Engineer at the lump sum and/or unit prices set forth in the proposal, when such prices set forth therein cover all or any parts of the proposed extra work.

(b) Negotiated Prices

Extra work may be ordered done by the Golf Course Architect and/or City Engineer at new lump sum and/or unit prices specifically agreed upon before the extra work is commenced.

c) Force Account

Extra work may be ordered done by the Golf Course Architect and/or City Engineer for the reasonable cost of said extra work, as determined by the Golf Course Architect and/or City Engineer, plus a percentage of such cost, to wit:

(1) Labor

The allowable hourly rates for each laborer and/or mechanic to be paid for under "Extra Work" shall be not more than those set forth on the minimum wage schedules in this contract. The allowable hourly rate for foremen shall be not more than 35% greater than the hourly rate for a common laborer, as set forth on the minimum wage schedules in this contract.

To the amount calculated by multiplying each of the allowable hourly wage rates set forth in the paragraph immediately above by the number of hours worked by each corresponding laborer, mechanic or foreman, shall be added not more than thirty percent (30%) for overhead expenses. This allowance for overhead expenses shall be payment in full for all supplementary wage benefits, Social Security and other direct assessments upon the Contractor's payroll by Federal or other agencies, insurance and bond premiums, supervisory and engineering personnel, office expenses, small tools, buildings and all other expenses of this nature.

To the amount calculated in the manner set forth in the paragraph immediately above shall be added not more than ten percent (10%) thereof for profit. This final maximum allowable amount can be calculated by the following formula:

$$\begin{array}{l} \text{Final Maximum allowable for} \\ \text{extra labor cost} \end{array} = 143\% \times \text{allowable actual wages}$$

(2) Material

To the actual cost, including all transportation charges, of material incorporated in the work shall be added not more than fifteen percent 15% thereof for overhead and profit. The final maximum allowable amount can be calculated by the following formula:

$$\text{Final maximum allowable for extra material} = 115\% \times \text{actual cost of material including all transportation charges}$$

(3) Machinery

The customary and usual hourly or daily allowable rates for the necessary rental of all machinery shall be acceptable to the Golf Course Architect and/or City Engineer. These

rates include allowances for operators, oilers, fuel, lubricants, maintenance, depreciation, overhead and profit.

The decision of the Golf Course Architect and/or City Engineer shall be final as to the direct or reasonable costs, prices and/or rates of labor, material and machinery rental.

No extra work shall be paid for unless specifically ordered as such in writing by the Golf Course Architect and/or City Engineer before the commencement of the extra work. Unless so ordered, the Contractor waives and releases all claims for compensation therefor.

2. Records

If ordered by the Golf Course Architect and/or City Engineer, the Contractor shall submit daily records of all extra work. These daily records shall include the names of the men employed and hours worked, material incorporated into the work, machinery used and work actually accomplished. These daily records shall be signed by both the Contractor's authorized representative and the Engineer.

In addition to the daily records set forth in the paragraph immediately above, the Contractor may be required to submit certified copies, photo copies or Photostats of his payrolls for the days worked, which payrolls shall show the hourly wage rate actually paid to each man.

The Contractor may also be required to submit photo copies or Photostats of the original receipted bills showing the actual costs of all material incorporated in the work.

3. Subcontractors

The Contractor shall not be paid any allowance for profit or overhead on extra work done by subcontractors or others.

4. Failure to Perform Extra Work

If the Contractor shall decline or fail to perform such extra work or furnish such materials as authorized or ordered by the engineer in writing, as aforesaid, the Golf Course Architect and/or City Engineer may then arrange for the performance of the extra work or the furnishing of the material in any manner as he may see fit, the same as if this contract had not been executed, and the Contractor shall not interfere with such performance of the extra work nor make any claim against the City because of such performance.

5. Extension of Time

When extra work is ordered near the completion of the contract, or when extra work is ordered at any time during the progress of the extra work which requires, in the opinion of the Golf Course Architect and/or City Engineer, an unavoidable increase of time for the completion of the contract, a suitable extension of the time for completion shall be made, as may be determined by the Engineer.

6. Not to Affect Bonds

It is distinctly agreed and understood that any changes made in the plans and specifications for such extra work or otherwise (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments made by the City to the Contractor, or extra work performed, shall in no way annul, release or affect the liability or surety on the bonds given by the Contractor.

I. PAYMENT

1. Premises for Payment

The Contractor shall not demand nor be entitled to receive payment for the work or materials, or any portion thereof, except in the manner set forth in this contract, nor unless each and every one of the premises, agreements, stipulations, terms and conditions herein contained to be performed, kept, observed and fulfilled on the part of the Contractor shall have been so performed, kept, observed and fulfilled on the part of the Contractor shall have been so performed, kept, observed and fulfilled, and the Golf Course Architect and/or City Engineer shall have given his certificate to that effect, and the City Manager shall have been satisfied with and shall have accepted the work.

2. Statements Showing Amounts Due Others

In accordance with Section 220-a of the Labor Law as amended, before payment is made by or on behalf of the City of Rye of any sum or sums due on account of this contract, it shall be the duty of the City Comptroller of the City to require the Contractor and each and every subcontractor from the Contractor or a subcontractor to file a statement in writing in form satisfactory to such Comptroller certifying to the amounts then due and owing from such Contractor or subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid, and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the Contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

3. Amounts Due for Wages May be Withheld

In accordance with Section 200-b of the Labor Law as amended, in case any interested person shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages or supplements for labor performed on the public improvement for which such contract was entered into, or if for any other reason it may be deemed advisable, the City Comptroller of the City of Rye may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed on such public

improvement before making payment of the amount certified for payment in any estimate or voucher, and may withhold so deducted for the benefit of the laborers whose wages or supplements are unpaid or not provided, as shown by the verified statements filed by any Contractor or subcontractor, and may pay directly to any person the amount or amounts shown to be due to him or his duly authorized collective bargaining labor organization for such wages or supplements by the statements filed as hereinbefore required, thereby discharging the obligation of the Contractor or subcontractor to the person or his duly authorized collective bargaining labor organization receiving such payment to the extent of the amount thereof, or when any interested person shall file a written complaint with the Comptroller of the City of Rye alleging unpaid wages or supplements due for labor performed on a public improvement for which a contract has been entered into or if, on the said Comptroller's own initiative, unpaid wages or supplements appear to be due, the Comptroller of the City of Rye shall immediately so notify the financial officer of the civil division interested who shall withhold from any payment on account thereof, due the Contractor or subcontractor executing said public improvements, sufficient monies to satisfy said wages and supplements pending a final determination as further set forth in said Section 220-a.

4. Liens

If, at any time before or within thirty (30) days after the whole work herein agreed to be performed, and all labor and materials herein agreed to be delivered to the City have been performed and delivered or completed and accepted by the City, any person or persons claiming to have performed any labor or furnished any materials towards the performance or completion of this contract shall file with the City Clerk any such notice as is described in the New York State Lien Law, the City Comptroller shall retain until and for the discharge the amount in such notice claimed to be due, together with the costs of any actions or proceedings brought to enforce such claim or lien by filing of such notice.

5. Money May be Retained

The City may keep monies which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefor to the payment of any expenses, losses, or damages as determined by the Golf Course Architect and/or City Engineer, incurred by the City and may retain until all claims shall have been satisfied and/or settled, so much of such monies as the City Manager shall be of the opinion will be required to settle in full all claims, and the costs and expenses thereof against the City, its employees, officers and agents as described in this agreement and all claims for labor on the work and also all those claims for materials for the work, notice of which, signed and sworn to by the claimants, shall have been filed in the office of the City Clerk, or the City may make such settlement and apply thereto any monies retained under this contract.

6. Prices for Work

The City shall pay and the Contractor shall receive in full compensation for furnishing all materials and labor and for performing and completing all work which is necessary or proper to be furnished or performed in order to complete the entire work in this contract and described and

specified, and in such specifications and plans described and shown and also for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution for the work and for all risks of any description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of any work as herein specified, the lump sum and/or unit prices named in the Bidder's Proposal, attached hereto and made a part hereof, the same to be in full force and effect as though here repeated.

7. Partial Estimates

In order to assist the Contractor to prosecute the work advantageously, Golf Course Architect and/or City Engineer may request submittal from the Contractor, from time to time as the work progresses but not oftener than once a month, an estimate of the amount and value of the work done and materials incorporated in the work by the Contractor in the performance of this contract.

The first such estimate shall be of the amount and value of work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part, and every subsequent estimate, except the final estimate, shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made; provided, however, that no such estimate shall be made when, in the judgment of the Golf Course Architect and/or City Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than TWO THOUSAND DOLLARS (\$2,000.00)

No materials not incorporated in the work and none of the Contractor's plant shall be included in partial estimates. Such estimates shall not be required to be made by precise measurements, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

8. Partial Payment

Upon each estimate being made and certified by the Golf Course Architect and/or City Engineer in writing to the City Comptroller, the City shall within fifteen (15) days after the date of the estimate, pay to the Contractor ninety-five percent (95%) of the amount stated in such estimate or certificate to be the value of the work done and materials furnished, retaining, however, in addition to the remaining unpaid percentage, any sum or sums which by the terms of this contract or by laws of the State of New York, the City is or may be authorized. Such payment shall not be used as evidence against the City that the work already done has been completed according to Contract, nor shall it preclude the City from contesting the claims of the Contractor that the work has been completed according to Contract.

9. Withholding of Payments

The payments under an estimate provided for by this agreement may at any time be withheld or reduced if, in the opinion of the Golf Course Architect and/or City Engineer, the work is not

proceeding in accordance with the contract; or if the required insurance policies have not been furnished by the Contractor and approved by the Corporation Counsel.

If the Contractor fails to meet and pay all of his just obligations outstanding for labor, materials, and/or supplies at the time when an estimate for payment is due him, or if any liens, claims or demands arising out of in connection with the work or its performance shall be outstanding at the time any payment may be due or is likely to be made thereafter, or if any claims arising out of or in connection with the Contractor's operations under this contract are made against the party of the first part by any other person than the Contractor, or, if in the opinion of the Golf Course Architect and/or City Engineer, the Contractor is not proceeding with the work in accordance with the provisions of this contract, the City shall have the right to withhold out of any payments, final or otherwise, such sums as the City Manager deems ample to protect the City against delay or loss and/or to assure the payment of just claims of third persons and, at its option as agent for the Contractor, to apply such sums in such manner as the City Manager may deem proper to secure such protection and/or to satisfy such claims. The City shall also have the right to withhold from the Contractor so much of the accrued payments as may be necessary to pay to laborers or mechanics employed on the work the difference between the rate of wages and supplements required by this contract to be paid laborers or mechanics on the work and the rate of wages and supplements actually paid to such laborers or mechanics. Such application shall be deemed payments for the Contractor's account. The Golf Course Architect and/or City Engineer may withhold payment to the Contractor on account of the failure of the Contractor to fully comply with any requirements of the contract.

10. Final Estimate

Whenever, in the opinion of the Golf Course Architect and/or City Engineer, the Contractor shall have completely performed this contract on the part of said Contractor to be performed, excepting maintenance, the Golf Course Architect and/or City Engineer shall so certify to the City Manager, and his certificate shall state from actual measurements the whole amount of work performed by the Contractor and also the total value of such work performed under and according to the terms of this contract. All prior certificates upon which partial payments may have been made, being merely approximate estimates, shall be subject to correction in the final estimate, which final estimate may be made without notice to the Contractor thereof or of the measurements upon which it is based.

The final estimate shall act as and have the same force and effect as the Golf Course Architect and/or City Engineer's certificate of completion. The date of the final estimate shall be the date of completion of the work and shall be the date upon which the period of maintenance described hereinafter shall begin.

11. Correction of Estimate

The City shall not, nor shall any department or officer thereof, be precluded or stopped, by any return or certificate made or given by the Golf Course Architect and/or City Engineer or any other officer, agent or employee of the City under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor

pursuant to any such return or certificate showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the City shall not be precluded or stopped, not withstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damage as it may sustain by reason of his failure to comply with the specifications.

Neither the acceptance of the City Clerk or the Golf Course Architect and/or City Engineer, or any of his agents nor any other measurement or certificate of the Golf Course Architect and/or City Engineer, not any order of the City Manager for payment of money nor any payment for, nor acceptance of the whole or any part of the work by the Golf Course Architect and/or City Engineer or the City Clerk, nor any extension of time, nor any possession taken by the City of Rye or its employees, shall operate as a waiver of any right of the City pursuant to this contract or of any power herein reserved to it or of any rights of the City to damages as herein provided.

12. Five Per Cent to be Retained

On the expiration of thirty (30) days after the completion of the work agreed to be done by the Contractor and the filing of a certificate of such completion of the work in the office of the City Clerk and of the City Comptroller signed by the Golf Course Architect and/or City Engineer and the City Manager, the City shall pay to the Contractor by warrant or check of the City the amount remaining after deducting from the total value of the work performed according to the terms of the contract up to five per cent (5%) of the said total value and also all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract and also any sum or all sums of money as by the terms hereof the City is or may be authorized to reserve or retain, provided that nothing herein mentioned shall be construed to affect the right, hereby reserved, of the Golf Course Architect and/or City Engineer to reject the whole or any portion of the aforesaid work, inconsistent with the terms of this agreement, or otherwise. Thereafter the said amount, which will be negotiated with the Contractor but shall not exceed five per cent (5%) of the total amount of the work performed according to the terms of the contract, as hereinabove mentioned, shall be retained by the City until the City deems appropriate to release, but shall not exceed the expiration date of the contract.

It is agreed that the City may keep the whole or any portion of the sum retained, for settlement of all claims arising out of this contract against the City, its officers or agents and for all expenses, losses or damages incurred by the City by reason of said claims.

13. Final Estimate to End Liability

No person or corporation, other than the signer of this contract as Contractor, now has any interest hereunder, and no claim shall be made or filed by any such person or corporation and neither the City nor any of its agents shall be liable or held to pay any monies except as provided for hereinabove. The acceptance by the Contractor of the final estimate aforesaid shall operate as, and shall be a release to the City and its agents from all claims and liability from anything

done or furnished for, or relating to the work, or for any act or neglect of the City or of any agent, relating to or affecting the work, excepting the claim against the City for the remainder, if there be any, of the amounts kept or retained.

J. PERIOD OF MAINTENANCE

1. General

Refer to Technical Specifications, Section 01700 Project Close Out, for all maintenance and warranty stipulations.

2. Bituminous Pavement Maintenance Bond (not applicable to this contract)

K. MISCELLANEOUS CONTRACT DATA

1. Plans and Specifications Cooperative

The plans and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Golf Course Architect and/or City Engineer shall be final and binding on both parties to this contract.

Any correction of errors or omission in plans and specifications may be made by the Golf Course Architect and/or City Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under the item for Extra Work, except where the additional work may be classed under some item of work for which a unit price is included in the Proposal.

The fact that specific mention of a fixture or of any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is clearly indicated on the plans, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said fixtures or work or both shall be installed or done the same as if called for both by the plans and the specifications.

All work indicated on the plans and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the plans or mentioned in the specifications, shall be furnished and executed the same as if they were called for, both by the plans and specifications.

2. Ownership of Materials

Nothing in this contract shall be considered as vesting in the Contractor any right or property in materials used after they shall have been attached or affixed to the work on the soil, but all such materials shall, upon being so attached or affixed, become the property of the City.

3. City's Representatives Only

It is understood and agreed between the parties hereto, that the City of Rye, its officers, employees and agents are acting in a representative capacity and not for their own benefit, and that nothing contained in this contract shall be deemed to vest in the Contractor or said Contractor's representatives, successors, or assigns, or said Contractor's agents, servants or employees, any claim against any of them as individuals.

4. Limitation of Waiver Clause

No waiver by the City or the Golf Course Architect and/or City Engineer of any breach of this contract shall be held to be a waiver of any other or subsequent breach. Any illegality or error in one or more clauses comprising any part or parts of this contract will not make the remainder of the contract void.

5. Assignment Restricted

Said Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City Manager endorsed hereon or annexed hereto, and said Contractor shall not assign by power of attorney or otherwise any of the monies due or to become due and payable under this contract unless by and with said consent, signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract, or if his right, title or interest herein or any of the monies due or to become due under this contract, to any such person, company or other corporation, this contract may, at the option of the City of Rye, be revoked and annulled and all liability and obligations of the City of Rye growing out of the same to the Contractor and to his assignee or transferee shall cease and be at an end as of the date and time of such assignment, transfer, conveyance, subletting or other disposition of this contract, provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor's creditors, made pursuant to the Statutes of the State of New York; and no right under this contract or to any money due or to become due hereunder, shall be asserted against the City by said Contractor or his agents, assignees, transferees, or other persons who may acquire any interest in law or equity by reason of any so called assignment of this contract, or any part thereof of any monies due or to grow due hereunder, unless authorized as aforesaid by the written consent of the City Manager.

6. Contractor's Address for Service

The business address given in the Bid or Proposal upon which the contract is founded is hereby designated as the place to which letter or other communications under this contract shall be mailed or delivered to the Contractor.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Office of the City Clerk. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally at such address or any other place in this State.

7. Contract Binding on Successors

All of the stipulations and agreements aforesaid shall apply and bind the heirs, executors, administrators and successors of the respective parties hereto, but this clause shall not be deemed a consent to any assignment of this contract.

L. EXECUTION OF CONTRACT

IN WITNESS WHEREOF THE respective parties hereto have caused this contract to be executed and delivered as of the day and year first above written.

(city seal)

THE CITY OF RYE

BY:

City Manager

(Contractor's Corporate
Seal if any)

Contractor

BY:

Title

Address

M. SAMPLE FORM - PERFORMANCE BOND

(Name of Bonding Company)

(Address)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

(Insert Name and Address of Contractor)

hereinafter referred to as the Principal, and _____

(Name and State of Incorporation of Surety)

hereinafter referred to as the Surety, are held and firmly bound unto THE CITY OF RYE, a municipal corporation located in the County of Westchester, New York, hereinafter referred to as the City, in the sum of _____

(Words and Figures)

DOLLARS lawful money of the United States of America, to be paid to the City of Rye, or to its certain attorneys, successors, or assigns, for which payment will and truly be made, we bind ourselves and our several and respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this _____ day of _____
 _____ in the year Two Thousand and _____.

WHEREAS, the above bounded Principal, by an instrument in writing, signed by the Principal, as Contractor, and bearing even date with or a date prior to these presents, has contracted with the City to perform all the work and furnished all the materials and plant called for in the said contract for _____

(Insert Full Description and Number of Contract)

which contract is by reference made a part hereof.

City of Rye, New York

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then these obligations shall be void, otherwise to remain in full force and effect.

And, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, deletion or alteration or addition to the terms of the contract or to the work to be performed thereunder or to the plans and specifications accompanying the same shall in any way affect or limit or release its obligation of this bond.

No right of action shall accrue on this bond to or from the use of any person or corporation other than the City named herein or its successors.

(Name of Contractor) Principal

(Corporate Seals Required)

By: _____
(Signature and Title)

(Name of Surety)

By: _____
(Signature and Title)

(Surety bond to be approved, as to form and correctness, by the Corporation Counsel of the City of Rye.)

(Qualifications of Surety company, and proper acknowledgments to be annexed thereto.)

(Surety company must be authorized by the State of New York to transact business.)

N. SAMPLE FORM - PAYMENT BOND (Labor & Materials)

(Name of Bonding Company)

(Address)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

(Insert Name and Address of Contractor)

hereinafter referred to as the Surety, are held and firmly bound unto THE CITY OF RYE, a municipal corporation located in the County of Westchester, New York, herein after referred to as the City, in the sum of _____

(Words and Figures)

Dollars, lawful money of the United States of American, to be paid to the City of Rye, or to its certain attorneys, successors or assigns for the use and benefit of claimants supplying labor and/or materials for the work hereinafter specified, for which payment well and truly be made, we bind ourselves and our several and respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this _____ day of _____ in the year Two Thousand and _____.

WHEREAS, the above bounded Principal, by an instrument in writing, signed by the Principal, as Contractor, and bearing even date with or a date prior to these presents, has contracted with the City to perform all the work and furnished all the materials and plant called for in the said contract for _____

(Insert Full Description and Number of Contract)

which contract is by reference made a part hereof.

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants supplying labor and/or material used or reasonable required for use in the prosecution and performance of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect, subject to the conditions specified below.

City of Rye, New York

Any beneficiary-claimant hereunder who has not been paid in full within ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials furnished, may sue the Surety and Principal in this bond for such sum as may be justly due, provided, however, that no such suit or action shall be commenced hereunder by such claimant after the expiration of one (1) year following the date on which the Principal ceased work on said contract nor other than in a State Court or the United States District Court of competent jurisdiction in and for the County of District in which the contract work is situated. The amount of this bond shall be reduced by and to the extent of payments made in good faith hereunder, inclusive of the payment by Surety of any mechanics; liens which may be filed of record against said improvement pursuant to said contract, whether or not claim for the amount of such mechanics' liens be presented under and against this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, deletion or alteration or addition to the terms of the contract or to the work to be performed thereunder or to the plans or specifications accompanying the same shall in any way discharge or limit or release its obligation on this bond.

(Name of Contractor) Principal

(Corporate Seals Required

BY: _____

(Signature and Title)

(Name of Surety)

BY: _____

(Signature and Title)

(Surety bond to be approved, as to form and correctness, by the Corporation Counsel of the City of Rye.)

(Qualifications of Surety company, and proper acknowledgments to be annexed thereto.)

ACKNOWLEDGMENT BY SURETY COMPANY

STATE OF NEW YORK)
) SS:
 COUNTY OF)

On this day of , 20 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides in ; that he is the

of

, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the Laws of the State of New York, and the said

further said that he is acquainted with

and knows him to be the of said

company, that the signature of the said

subscribed to the within the said instrument is the genuine handwriting of the said

and was subscribed thereto by like order of the Board of Directors, in the presence of him the said

 Notary Public County

O. SAMPLE FORM - MAINTENANCE BOND

(Name of Bonding Company)

(Address)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

(Insert Name and Address of Contractor)

hereinafter referred to as the Principal, and _____

(Name and State of Incorporation of Surety)

hereinafter referred to as the Surety, are held and firmly bound unto THE CITY OF RYE, a municipal corporation located in the County of Westchester, New York, hereinafter referred to as the City, in the sum of _____

(Words and Figures)

DOLLARS lawful money of the United States of America, to be paid to the City of Rye, or to its certain attorneys, successors, or assigns, for which payment will and truly be made, we bind ourselves and our several and respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this _____ day of _____ in the year Two Thousand and _____.

WHEREAS, the Principal heretofore entered into written contract with the City for _____

WHEREAS, said Contract provides that the Principal shall guarantee

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall indemnify the City against any loss by reason of his failure to make good at his own expense any defects or deficiencies in materials or workmanship which may appear in the work under said contract within the period of _____ months from the date of acceptance of the work, then this obligation shall be void; otherwise to remain in full force and effect.

(Principal)

BY: _____

Attest _____
(Signature)

BY: _____

(Title)

BY: _____

SEAL

(Principal acknowledgment, Corporation acknowledgment and Surety acknowledgment to be annexed hereto.)

P. SCHEDULES OF MINIMUM WAGE RATES AND SUPPLEMENTS

NYS Prevailing Wage Rates may be viewed by navigating to the following website specific to this project:

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1290581>

6/10/2016 NYS DOL - Prevailing Wages (View PRC)

New York  State State Agencies Search all of NY.gov

New York State Department of Labor
Prevailing Wage

[Unemployment Benefits](#)
 [Career Services](#)
 [Business Services](#)
 [Worker Protection](#)
 [Forms and Publications](#)
 [Home](#)

[Wage Schedule](#) ·
 [Submit Notice Of Award](#) ·
 [Submit Notice Of Project Completion](#)

PRC#: 2016005709 Acceptance Status: Accepted Article 8
 Type of Contracting Agency: City

Contracting Agency	Send Reply To
City of Rye Jim Buonaiuto General Manager Rye Golf Club 330 Boston Post Road Rye NY 10580 (914) 835-3200 (914) 835- 3229 Fax jbuonaiuto@ryegolfclub.com	<div style="border: 1px solid black; height: 100px;"></div>

Project Information	
Project Title	Golf Club Greens Expansion & P
Description of Work	Expansion and silt draining of three existing golf course greens and the reconstruction of the "castle" putting green.
Contract Id No.	2016-06
Project Location(s)	Rye Golf Club
Route No / Street Address	330 Boston Post Road
Village / City	Rye
Town	
State / Zip	NY 10580
Nature of Project	Other Reconstruction, Maintenance, Repair or Alteration
Approximate Bid Date	07/01/2016
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties
Westchester

SECTION IV: TECHNICAL SPECIFICATIONS
GOLF CLUB GREENS RENOVATION PROJECT - PHASE 2

Whenever these words are used in the following Technical Specifications, they shall have the meaning here given:

Owner: Shall mean the City of Rye and its legal representatives.

Golf Course Architect: Lohmann Golf Designs, Inc and its legal representatives

Contractor or Bidder: Shall mean the party entering into this contract for the performance of the work required by it, and the legal representative of said party of the agent appointed to act for said party in the performance of the work.

DIVISION ONE

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

- 1.01 DESCRIPTION
- 1.02 QUALITY ASSURANCE
- 1.03 SITE EXAMINATION
- 1.04 PROJECT CONDITIONS
- 1.05 USE OF SITE
- 1.06 SITE ACCESS

The Contractor shall provide all labor, materials, and equipment necessary to complete all work as set forth by the drawings and specifications.

1.01 DESCRIPTION

- A. Summary of Work. Perform all work as shown and specified. The work is as follows, either wholly or in part.
1. Site Preparation
 2. Minor Grading
 3. Drainage
 4. Grassing

1.02 QUALITY ASSURANCE

- A. Requirements. The Contractor shall be solely responsible to ensure that all work is in compliance with all applicable local, state, and federal requirements regarding materials, methods of work, public safety, and disposal of excess and waste materials.
- B. Inspections, Permits, and Fees. Obtain and pay for all required inspections, contractor permits, and fees. Provide notices required by governmental authorities.
- C. Materials and Methods. The Contractor shall be responsible to ensure that materials and methods of construction shall comply with the following standards where applicable.
1. American Society for Testing and Materials (ASTM)
 2. American Association of State Highway and Transportation Officials (AASHTO)
 3. National Fire Protection Association (NFPA)
 4. American Concrete Pipe Association (ACPA)
 5. National Electrical Code (NEC)
 6. National Sanitation Foundation (NSF)
 7. The Irrigation Association (IA)
 8. American Sod Producers Association (ASPA)
 10. American Standard for Nursery Stock (ASNC)
 11. Asphalt Institute (AI)
 12. National Crushed Stone Association (NCSA)
 13. American Concrete Institute (ACI)
- D. Installation of Manufactured Articles. Installation of all manufactured articles shall be in accordance with the recommendations of the manufacturer. Where necessary to the proper operation of the manufactured items, and in all cases where required by the specifications, the manufacturers will furnish a factory trained service engineer to supervise the installation and start the operation of the article. Where factory supervision is a requirement for the furnishing of the required warranties, it will be provided whether stated in the specifications or not.

1.03 SITE EXAMINATION

- A. Examination of Site. Bidders shall, with representative of Owner, visit site of proposed work and fully acquaint themselves with conditions as they exist, so that they may fully understand the facilities, difficulties, and restrictions attending the execution under the contract. Bidders shall also thoroughly examine and be familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or to visit the site (s) and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that they have examined the site(s) and contract documents, and where the contract documents require in any part of the work a given result

to be produced, that the specifications and drawings are adequate and the required result can be produced under the specifications and drawings.

No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary investigations, will be accepted as an excuse for any failure or omission on the part of said contractor to fulfill in every detail all of the requirements of said contract, specifications, and plans, or will be accepted as basis for any claims whatsoever, for extra compensation. Upon application, all available information in the possession of the Architects will be shown to the bidders, but the correctness of any such information is not guaranteed.

1.04 PROJECT CONDITIONS

- A. Existing Conditions. Prior to and during the performance of the work, inspect and note surface and subsurface conditions on site and as presented by drawings and specifications. Notify Owner of conflicts or discrepancies prior to commencing or continuing site construction. Examine proposed construction areas and conditions of construction. Do not start or continue construction work until unsatisfactory conditions are corrected.
- B. Existing Utilities and Services. Underground and surface utility lines and services are indicated on the drawings, according to best available information. Contractor shall locate and identify existing (public) underground and overhead services and utilities within contract limit work areas. Owner shall locate and identify all private utilities not provided by the public marking service. Provide adequate means of protection for utilities, services, and on-site improvements designated to remain. Perform construction work near utilities and services by hand. Repair utilities, services, and site improvements damaged during construction at Contractors expense.

1.05 USE OF SITE

- A. Protection of Site Facilities. Protect existing building, paving, and other facilities on site and adjacent to site from damage caused by site construction work. Restore to original grade and condition those areas adjacent to site having been disturbed or damaged during site construction. Cost of repair and restoration of disturbed or damaged areas to be at Contractor's expense.
- B. Existing Trees and Vegetation. All existing trees and vegetation scheduled to remain, shall be protected against injury or damage resulting from construction in a manner approved by the Owner. This shall include protection from injury or damage caused by cutting, breaking, or skinning of roots, trunks, or branches. Also included is the smothering or compaction of root zones caused by stockpiling construction materials or excavated materials, vehicular traffic, and the contamination of plant material or root zones with harmful materials or chemicals.
 1. Repair trees or vegetation damaged by construction operations in a manner acceptable to the Owner. Repair trees or vegetation promptly to prevent continued deterioration caused by damages.
 2. Replace trees damaged beyond repair by construction operations, as determined by Owner, with trees of similar size and species. Cost of tree replacement shall be determined in accordance with the Tree Evaluation Formula as described in "A Guide to Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens," published by the International Society of Arboriculture, current edition.

3. Repair and replacement of trees damaged by construction operations due to lack of adequate protection during construction operations, shall be at Contractor's expense.
- C. Excavation and Structure Protection. Protect excavations or adjacent structures including utility service lines; by shoring, bracing, sheeting, underpinning, or other methods, as required to prevent cave-ins or loose dirt from entering excavation. Barricade open excavations and post warning lights at work being performed adjacent to public streets or walks.
 - D. Protection of Work. Protect all work, whether in progress or complete from adjacent work, pedestrians, or vehicular traffic. Provide temporary barricades and warning lights as required from protection of project work and public safety.

1.06 SITE ACCESS

- A. Occupancy of Premises. The Owner shall retain the right to occupy the premises and adjacent facilities during the entire period of construction. Construction operations shall permit Owner's use of the premises and performance of normal operations where feasible.
- B. Project Scheduling. When portions of the work are to be performed by separate prime contractors, the Owner shall provide project coordination and scheduling at a pre-construction meeting with representatives from each party.
- C. Separate Contractors. When required by concurrent scheduling of construction by separate contractors, the site shall be equally accessible to all parties. Access shall not be restricted by any contractor except as deemed necessary due to scope of work and agreed upon by the Owner.
- D. Temporary Services. Provide all temporary services as listed below:
 1. Water -
 - a. The Contractor shall obtain and pay for all permits or other sanctions required to furnish temporary water on the job site.
 2. Light and Power -
 - a. The Contractor shall install and pay for all such electrical materials as may be required for the temporary operation of equipment, temporary lighting purposes, and construction use during the entire construction period, and remove these items when no longer required.
 - b. The Contractor shall pay for the cost of electric energy used by them and by all of their subcontractors including the cost of lamp replacements, meters, cables, panel boards, transformers, switches and all accessories and components required.
- E. Access Roads. Construction and use of access roads must be approved by the Owner. The Contractor will be liable for any damage to property other than the designated access roads and working areas. The designated access roads will be the responsibility of the Contractor in that they will repair the damage caused by trucks, tractors, etc. and by storage of materials.
- F. Work Area. The Contractor shall confine their apparatus, storage of materials, and operations of their workmen to limits as required by the Owner, and shall not unreasonably encumber the premises with their material.

End of Section

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 PROJECT ADMINISTRATION

PART 2 PRODUCTS

2.01 EARTHWORK

2.02 DRAINAGE

2.03 GRASSING

2.04 STONE CURBING

The Contractor shall provide all labor, materials, and equipment necessary to provide submittals to Owner or as set forth by the drawings, specifications, and contract documents. The costs, fees, or expenses necessary for submittals or testing, as required by the contract documents shall be the responsibility of the Contractor.

1.01 PROJECT ADMINISTRATION

- A. Progress Schedule. The Contractor shall submit to the Owner a construction schedule for the work included with bid submittal. This schedule shall be in bar graph form based upon project tasks as presented in the bidders documents.
- B. Application For Payment. See the Owner-provided bidding and contract documents for all information regarding payment applications.

2.01 EARTHWORK

- A. Soil Mixture for Greens. All component materials required by the construction documents for the construction of greens or greens drainage shall be submitted for testing by the Contractor, at the Contractor's expense, to at least one of the following:

- B. Testing Labs

ISTRC - International Sports Turf Research Center

11372 Strang Line Road

Lenexa, Kansas

Attn: David Doherty

Tel: (800) 362-8873

Turf Diagnostics & Design

613 East 1st Street

Linwood, KS 66052

Attn: Sam Ferro

Tel: (913) 723-3700

2.02 DRAINAGE

- A. Drawings of Record. Submit drainage system record drawings:
1. Legibly mark drawings to document actual "as-built" construction.
 2. Document horizontal and vertical location of drainage construction, referenced to permanent surface components.
 3. Document field changes of dimension and detail; document changes made by change order.

2.03 GRASSING

- A. Soil Amendments. If desired by the Owner, contractor shall at the Owner's request and expense, submit representative soil samples from throughout the golf course site to a soil testing service. These samples shall be submitted in a timely fashion so as to allow for determination of soil amendments and fertilizer. Any changes in project scope due to testing results shall be accommodated through a change order to the contract. The submittal, evaluation, or receipt of these samples shall not interfere with the completion of work in this contract.
- B. Vendor's Certification. If applicable, submit seed vendor's certification for required grass seed mixture, indicating percentage by weight and percentage of purity, germination, and weed seed for each seed specified.
- C. Grower Certification. If applicable, submit sod growers certification of grass species. Identify source location.
- D. Materials Certification. Submit a certification of fertilizer (s) analysis.

2.04 STONE CURBING

- A. Manufacturer's Product Data. Submit manufacturer's product data for each type of stone.
- B. Material Samples. Submit samples of each type and color of stone required. Include the full range of exposed color and texture proposed for the work.

End of Section

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 PERFORMANCE OF WORK

PART 2 PRODUCTS (Comply with Specifications Section 01300)

PART 3 EXECUTION, TESTING AND INSPECTIONS

3.01 EARTHWORK

3.02 DRAINAGE

3.03 STONE CURBING

The Contractor shall provide all labor, materials, and equipment necessary to complete all quality control requirements as set forth by the drawings, specifications, and contract documents. All work shall be subject to observation and final approval by the Owner and/or Golf Course Architect.

1.01 PERFORMANCE OF WORK

- A. Experienced Workmen. All work performed under this contract shall be completed by experienced workmen familiar with all procedures necessary to complete the work as specified by the contract documents. All work shall be performed under the supervision of a qualified supervisor.

2.01 PRODUCTS (Comply with Specifications Section 01300)

3.01 EARTHWORK

- A. All grades and materials furnished for minor grading operations shall be subject to observation by the Owner and/or Golf Course Architect. After establishment of proper elevations, the Contractor shall furnish all assistance necessary to verify grades. No placement of topsoil, sand, or pea gravel will be permitted until after subgrades are observed.

3.02 DRAINAGE

- A. Where applicable, prior to tie-in the Contractor shall be responsible for testing all existing drainage basins and pipes being used as outlets for new drainage to ensure their functionality. Any non-functioning outlets must be reported to Owner and/or Golf Course Architect.
- B. Prior to final backfilling and grading, test all drainage work to ensure a free flowing sub drainage system. Remove obstructions, replace damaged components, and retest system as required. All work shall be subject to random observation by the Owner and/or Golf Course Architect. The Contractor shall furnish all assistance necessary to observe work.

3.03 STONE CURBING

- A. Architect's Acceptance. Locate and layout all stonewalls as shown on the drawings. Obtain the Owner and/or Golf Course Architect's acceptance and verification of all layouts, footings, and materials prior to construction.
- B. Consistency. Provide each type of paver or stone from only one quarry and/or supplier to ensure consistent color range and texture.

End of Section

SECTION 01600
MATERIAL SPECIFICATIONS

PART 1 GENERAL

1.01 DELIVERY AND STORAGE OF MATERIALS

PART 2 PRODUCTS

2.01 EARTHWORK, SECTION 02200

2.02 DRAINAGE SYSTEM, SECTION 02400

2.03 SOIL AMENDMENTS AND FERTILIZER

2.04 GRASSING, SECTION 02485

2.05 STONE CURBS

The Contractor shall provide all labor, materials, and equipment necessary to submit, furnish, and install materials as required by the drawings, specifications, and contract documents.

1.01 DELIVERY AND STORAGE OF MATERIALS

A. Deliver, store, and handle materials to prevent damage and deterioration.

2.01 EARTHWORK, SECTION 02200

- A. Fill Material. All fill materials shall contain no sod, brush, roots, or other perishable materials. All fill materials shall be free of stones larger than four (4) inches in diameter, and shall not contain trash or debris from other construction operations.
1. Excavated materials removed in earthwork excavation operations may be used as fill material in fairways and rough when acceptable to the Owner and/or Golf Course Architect.
- B. Subgrade Fill. Subgrade fill shall be inert subsoil material free of organic matter, rubbish, debris, and rocks greater than 4" in diameter.
- C. Backfill Material for Solid Drainage. All backfill material shall contain no trash, construction debris, sod, brush, roots, or other perishable materials. Backfill material shall be free of clods or stones larger than 1" in diameter.
- D. Backfill Material for 4" Perforated Drainage. All backfill material for perforated drainage 4" or larger shall be clean, washed, crushed stone or pea gravel, 3/8" to 1/2" in size.
- E. Silt Fence and Filter Sock. Silt fencing and filter sock, if necessary, shall be as shown on plans and as prepared by Owner or Owner's engineer.

- F. Onsite and Imported Topsoil Material.** Topsoil material shall consist of a sandy loam silt, or loam with sufficient amounts of organic material to start and maintain plant growth as determined by the Owner and/or Golf Course Architect. Topsoil material shall be free of excess quantities of clay, hard lumps, roots, grass, stones, and other foreign materials. For imported topsoil, if needed, contact: Delea Sod Farms, Scott Geiser - 631.484.1211 or Dylan Watt - 631.796.6757.
- G. Soil Mixture for Tee and Green Construction, Expansions, and Slit Drainage.** The rootzone mix material for tee and green construction and 2" slit drainage shall be 60/40 Redi-Spread Construction Soil as provided by FertlSoil, 548 Rosedale Road, Kennett Square, PA 19348. Phone: 610.444.0496. Current laboratory testing must be supplied by the material vendor or contractor prior to acceptance of the material to ensure consistency with the above referenced test (See also Section 01300, Submittals).
1. Tees - Mix on tees shall be installed at a 4" compacted depth.
 2. Green Construction - Mix on new green construction and expansions shall be installed at an 8" compacted depth.
- H. Sand for Bunkers.** Sand for sand bunkers shall be White Bunker Sand as provided by Carriere Materials, Port Chester, NY. Phone: 914.937.2136

2.02 DRAINAGE SYSTEM, SECTION 02400

- A. Site Drainage Piping (4" and above):** Corrugated, double-wall polyethylene pipe and fittings similar or equal to N-12 pipe manufactured by Advanced Drainage Systems, Inc. (ADS), Columbus, Ohio. Sizes as specified on drawings.
- B. Slit Drainage for Greens (2"):** Turf Flow pipe and fittings by Hancor, or approved equal. Installation of slit drainage must be completed by qualified installer (see Contractor Qualifications Form). The following companies specialize in slit drainage installation and may be contacted for installation:
1. XGD Systems, contact Mark Luckhardt (772) 286-3419
 2. Golf Preservations, contact Samson Bailey (606) 499-2732
- C. Manholes, Catch Basins, and Inlets:** All plastic catch basins shall conform to details as shown on plans, or as approved by Owner and/or Golf Course Architect.

2.03 FERTILIZER

- A. Testing.** See Section 01300, 2.03.A
- B. Soil Amendments.** Amendments shall be uniform in composition. Deliver and store materials in a manner to prevent wetting and deterioration. Rate of application shall be as recommended by soil analysis and as approved by the Owner and/or Golf Course Architect.
- C. Fertilizer.** Fertilizer shall be uniform in composition, free flowing, and suitable for application with approved equipment. Deliver fertilizer materials in original, unopened and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration. Fertilizer which has been exposed to high humidity and moisture, has become caked or otherwise damaged, making it unsuitable for use will not be acceptable.

The following fertilizer specifications and rates, or equal substitutions, must be approved by the Owner:

Greens (bentgrass areas, sod)

19-25-5 starter	4.0 lbs. per 1,000 sf
0-0-45 polymer coated potassium sulfate	4.4 lbs. per 1,000 sf
TEP Hi-Mag (micronutrients)	8.0 lbs. per 1,000 sf
21-0-20 / 100% Poly-S	3.4 lbs. per 1,000 sf
Heritage G	4.0 lbs. per 1,000 sf

Tees & Roughs (bluegrass and fescue areas, sod)

19-25-5 starter	175 lbs. per acre
21-0-20 / 100% Poly-S	150 lbs. per acre

2.04 GRASSING, SECTION 02485

- A. Sod - Green Expansions. Sod for all green expansions shall be harvested by the Contractor from the existing putting green locations shown on plan.
- B. Sod - New Greens. Sod for new putting greens (#3 and PG) shall be 007 bentgrass. Contact sod broker, Owen Regan (401) 465-8066.
- C. Sod - Tees and Roughs. Sod for tees and roughs shall be Short Cut Bluegrass, except in those areas calling for fescue where sod will be a blend of chewings, red top and hard fescues as approved by Owner. Contact sod broker, Owen Regan (401) 465-8066. Sod shall be dense, well rooted and contain at least three (3) elite varieties of certified bluegrass as approved by the Owner. Sod shall be 1.0" high, grown in mineral soil in the general locality where it is to be used, and shall be free of debris, weeds and other undesirable contaminants. Provide all sod in 18" X 72" (1 square yard) panels or smaller so that it is convenient for handling. Cut, deliver, and install all sod within a 24-hour period. Do not harvest or transport sod when moisture contact may adversely affect sod survival. Protect sod from sun, wind, and dehydration prior to installation. Do not tear, stretch, or drop sod during handling and installation.

2.05 STONE CURBING

- A. Curbing. Curbing along paths shall be Belgian Block Jumbo as provided by Masonry Depot, New Rochelle, NY, (914) 576-7777
1. Style: Jumbo
 2. Color: Salt and Pepper.
 3. Unit Dimensions: 4" X 7" X 10"
 4. Base: Set stone into concrete slab poured over 1/2" to 3/4" angular crushed stone, crushed gravel or road base compacted to 95% standard proctor or greater, depth per detail.
- B. Delivery, Storage, and Handling. Deliver, store, and handle rough stone materials to prevent soiling and damage. Stack rough stone materials off of the ground. Natural variations in color and markings, which are characteristics of the paver and stone materials and do not impair strength or appearance, are acceptable. Provide only sound pavers and stone, free from defects detrimental to appearance and durability. Color range, texture, and finish of pavers and stone materials shall be within the range of the Owner's accepted samples.

End of Section

SECTION 01700
PROJECT CLOSE OUT

PART 1 GENERAL

1.01 WARRANTIES

PART 2 PRODUCTS

- A. Comply with Part 1 Specifications Section 01700.

PART 3 EXECUTION

3.01 MAINTENANCE

3.02 FINAL REVIEW

3.03 PROJECT CLEAN-UP

3.04 DISPOSAL OF WASTE MATERIALS

The Contractor shall provide all labor, materials, and equipment necessary to complete all project close out requirements as set forth by the drawings and specifications.

1.01 WARRANTIES

- A. Warranty. Except as otherwise specified in the contract documents, the Contractor shall warranty all workmanship and materials associated with the fulfillment of this contract for a period of one (1) year from date of final acceptance by the Owner. The work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defects due thereto, and shall pay all expenses for damage to other work resulting there from. If specifications provide for methods of construction, installation, materials, etc. for which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to inform the Owner in writing before submitting their bid. Otherwise, the Contractor shall be responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.
- B. Earthwork. The Contractor shall guarantee all in place earthwork to be free from heaving or settling due to use of unsatisfactory material, methods of construction, or inadequate compaction. Should the Owner determine it necessary to adjust the grade, the Contractor shall remove the sod, regrade as necessary, and replace the soil and sod. This no settlement clause shall extend over the entire period of the Contractor's warranty of the job as written above.

- C. Drainage. The Contractor shall guarantee all in place drainage to be free flowing and void of interruption from heaving, breaking or settling due to use of unsatisfactory material, methods of construction, or inadequate outlet. Should the Owner determine it necessary to replace drainage, the Contractor shall remove the sod, install as necessary, and replace the soil and sod. This no free flowing drainage clause shall extend over the entire period of the Contractor's warranty of the job as written above.
- D. Grassing. The Contractor's guarantee of workmanship and materials for grassing operations shall include only the quality and viability of the materials per Section 01600, Material Specifications, and the workmanship as specified in Section 02485, Grassing Specifications, and shall not include grow-in or extended maintenance. See Maintenance (3.01.A).

2.01 PRODUCTS (Comply with Part 1 Specifications Section 01700)

3.01 MAINTENANCE

- A. The Contractor shall maintain all completed work, installed materials, and other portions of the contract until completion and acceptance, in writing, of each stage of construction.
- B. Until each grassed area has been accepted by the Owner in writing, the Contractor shall be responsible for the maintenance and re-establishment of grassed areas against the effects of erosion, wind, and other factors. After acceptance, the Contractor's responsibilities for maintenance shall terminate and from that point forward shall not cover any damages to work caused by erosion, wind, vandalism, or acts of God.

3.02 FINAL REVIEW

- A. Field review to determine acceptance of completed construction will be made by the Owner and/or Golf Course Architect and accepted, in writing, subject to compliance with the contract documents.

3.03 PROJECT CLEAN-UP

- A. Clean-up. Contractor shall perform project cleaning during construction and upon completion of construction. The Contractor shall remove from site all excess material, debris, and equipment. Repair any damage resulting from construction operations and prior to final acceptance by the Owner, and complete all clean-up operations.

3.04 DISPOSAL OF WASTE MATERIALS

- A. Waste Material Disposal. Stockpile, haul from site, and legally dispose of waste materials; including excess excavated materials, rock, trash, asphalt and debris. If permitted by Owner, waste materials may be transported to a designated disposal area on-site.
- B. Disposal Routes. Maintain disposal routes clear, clean, and free of debris.
- C. Burning of Material. On-site burning is not permitted, dispose of material off-site or in designated areas

End of Section

DIVISION TWO

SECTION 02100

SITE PREPARATION

PART 1 GENERAL

The Contractor shall provide all labor, materials, and equipment necessary to complete all Site Preparation as set forth by the drawings and specifications.

1.01 DESCRIPTION

- A. Site Preparation Work. Perform site preparation work as shown and specified. The work includes:
1. Protection of existing underground and overhead services and utilities.
 2. Protecting existing trees to remain.
 3. Stripping turf areas and removing spoils.
 4. Stripping and stockpiling topsoil.
 5. Removing designated site improvements.

1.02 QUALITY ASSURANCE

- A. Comply with Specifications Section 01010.

1.03 PROJECT CONDITIONS

- A. Comply with Specifications Section 01010.
- B. Site Preparation Work. Perform site preparation work before commencing site construction.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials and Equipment. As selected by the Contractor, except as indicated.
- B. Comply with Specifications Section 01600.

PART 3 EXECUTION

3.01 CLEARING

- A. Trees or Improvements to Remain. Locate and identify trees and site improvements indicated to remain by drawings or specifications.
- B. Clearing. All clearing and stump removal, if applicable, shall be by Owner.

3.02 STRIPPING TURF AND TOPSOIL

- A. Stripping Turf Areas. Strip and dispose of sod in all designated areas and haul to designated on-site dumping area(s). Roto-tilling of turf will be allowed but shall be at the discretion of the Contractor and must not interfere with proper finish grading. Grade stockpile areas to maintain drainage and to prevent erosion.
- B. Spoils from Drainage Trenches. Haul all spoils from greens coring, expanding and/or drainage excavation to areas designated on plan(s) and/or to designated stockpile areas. Grade to maintain drainage and to prevent erosion. No soil shall be removed from the site without written approval of Owner.
- C. Stripped Sod for Reuse. Sod designated for re-use on the greens shall not be stripped until areas of re-use are prepped and ready for sod laying. If sod is stripped prior to being ready, it is Contractor's responsibility for storing and keeping alive until it can be properly laid.
- D. Stripping Topsoil. Strip topsoil to minimum six (6) inches in depth in all areas to be regraded, resurfaced, paved, or disturbed within contract limits work area and as provided for in drawings.
- E. Topsoil Stockpile. Stockpile topsoil in a location acceptable to the Owner and the Golf Course Architect, for placement during finish grading and preparation of roughs, fairways, or planting beds.
 - 1. Stockpiled topsoil shall be free from trash, brush, stones over three (3) inches diameter, and other foreign matter.
 - 2. Grade and slope stockpiles to maintain drainage and to prevent erosion.
 - 3. No topsoil shall be removed from the site without written approval of Owner or the Golf Course Architect.

3.03 SITE IMPROVEMENTS

- A. Existing Utilities or Services. Perform work and provide necessary materials to disconnect or relocate existing utilities or services as indicated. Submit to Owner a record of existing termination points before disconnecting.
- B. Sidewalk, Cartpath, or Curb Removal. Remove existing sidewalks, paving, cartpaths, or curbing; including base material, if present, as required to permit forming and installation of new work as shown by drawings. Cut existing sidewalks or paving in neat, straight lines at existing expansion or control joints to provide uniform, even transition from new to adjacent existing work.
- C. Drainage Structures. Revise existing catch basins, draintile, or inlet manhole structures to complete work as specified by construction documents.

3.04 DISPOSAL OF WASTE MATERIALS

- A. Comply with Specifications Section 01700.

3.05 FINAL CLEAN UP

- A. Comply with Specifications Section 01700.

End of Section

SECTION 02200**EARTHWORK****PART 1 GENERAL**

- 1.01 DESCRIPTION
- 1.02 QUALITY ASSURANCE
- 1.03 PROJECT CONDITIONS
- 1.04 WARRANTIES

PART 2 PRODUCTS

- 2.01 EARTHWORK

PART 3 EXECUTION

- 3.01 PREPARATION
- 3.02 SITE GRADING
- 3.03 EXCAVATING
- 3.04 SITE DRAINAGE EXCAVATING AND BACKFILLING
- 3.05 DRAINAGE
- 3.06 EMBANKMENT
- 3.07 FINISH GRADING
- 3.08 FIELD QUALITY CONTROL
- 3.09 DISPOSAL OF WASTE MATERIALS
- 3.10 FINAL CLEAN UP

The Contractor shall provide all labor, materials, and equipment necessary to complete all Earthwork as required by the drawings and specifications.

1.01 DESCRIPTION

- A.** Earthwork. Perform earthwork as shown and specified. The work includes:

1. Site grading and filling to elevations, profiles, and contours as shown by working drawings.
2. Subgrade preparation for structure slabs, curbs, walks, and paving.
3. Topsoil placement and finish grading.
4. Provide and place granular base under structure slabs on grade.
5. Layout of work to be performed.
6. Putting greens, tees, and bunker construction

1.02 QUALITY ASSURANCE

- A. Comply with Specifications Section 01010.

1.03 PROJECT CONDITIONS

- A. Comply with Specifications Section 01010.

1.04 WARRANTIES

- A. Comply with Specifications Section 01700.

2.01 EARTHWORK (Comply with Section 01600, Material Specifications)

3.01 PREPARATION

- A. Layout of Work. Prior to any grading operations, all excavation and fill area shall be staked in the field showing slope stakes, boundary stakes, cut stakes, fill stakes, etc. as required to layout and control the work.
- B. Required Inspection, Tests, Approvals, and Location Recordings. Comply with Specifications Section 01400.
- C. Existing Utilities and Services. Comply with Specifications Section 01010.

3.02 SITE GRADING

- A. Grading Requirements. Perform grading within contract limits, including adjacent transition areas, to new elevations, levels, profiles, and contours as shown by construction drawings. Provide subgrade surfaces parallel to finish surface grades. Provide uniform levels and slopes between new graded elevations and existing grades.
- B. Subgrade. Grade surface to provide drainage away from site structures and golf course features, and to prevent ponding and pockets in surface drainage. Provide subgrade surface free from irregular surface changes and as follows:
1. Rough grading: Plus or minus 0.10 feet subgrade tolerance. Required surface finish will be that ordinarily obtained from a blade-grader.
 2. Provide subgrade surface free of exposed boulders or stones exceeding 4" in greatest dimension in paved areas; 2" in turf and planting areas.

3. Paved areas: Shape surface of subgrade areas to alignment, grade, and cross-section indicated by working drawings. Compact subgrade, as required, to receive paving base materials. Subgrade tolerance plus 0", minus 1/2".
4. Granular Base: Grade subgrade surface smooth and even, free of voids to the required subgrade elevation. Provide compacted subgrade suitable to receive granular base materials. Tolerance 1/2" in 10'-0".

3.03 EXCAVATING

- A. Excavation. All on-site excavation of materials encountered within the project area shall be performed to the lines and grades shown on the drawings. Proposed lines and grades shown on the drawings are to finish grade. The Contractor shall refer to the details and specifications for necessary information to calculate subgrade elevations throughout the site.
- B. Over-Excavating. In the event that excavations are made below the subgrade elevations, the Contractor shall replace the excavated material in horizontal lifts not to exceed eight (8) inches (loose measurement) as specified for embankments. Placed material shall be compacted to a degree consistent with surrounding undisturbed material.
- C. Extra Excavation. Excavate unsatisfactory soil materials extending below required elevations to depth as shown by working drawings. Replace with suitable backfill material per Specifications Section 01600 in horizontal lifts not to exceed six (6) inches (loose measurement). Placed material shall be compacted to a degree consistent with surrounding undisturbed material.
- D. Fine Grading of Golf Course Features. Fine grade putting surfaces to elevations and dimension shown on working drawings or as directed by the Owner.
- E. Excavation of Golf Course Features. Excavate greens, tees, and bunkers to elevations and dimension shown on working drawings.
- F. Excavation for Walks and Cartpaths. Excavate for curbs, walks, cartpaths, and paving to elevations and grades indicated on working drawings. If required by drawings and specifications, excavate to provide for placement of base material
- G. Pond Excavating. Excavate pond to cross sections, elevations, and grades indicated on the drawings. Scarify and compact side and bottom subgrade surfaces to proposed water level elevations. Examine subgrade for existing layers of rock, sand, or gravel. If such conditions exist, undercut and fill the area with minimum 24" depth of clean clay soil, or as otherwise directed by the Owner. Compact to a level consistent to surrounding undisturbed soil. If a clay soil pond lining is required by the drawings and specifications, provide a minimum 24" depth of clean clay soil lining. Install and compact materials in maximum 8" lifts. Compact placed materials to 90% of the maximum dry density in accordance with ASTM D598, Standard Proctor Method. Prepare subgrade adjacent to pond perimeter to receive stone borders, paving, or other decorative treatment as specified on the drawings.

3.04 SITE DRAINAGE EXCAVATING AND BACKFILLING

- A. Excavating and Backfilling. Performed under Site Drainage, Section 02400.

3.05 DRAINAGE

- A. Drainage. Provide necessary pumps and drainage lines to maintain excavated area free of water, ice, and snow during construction operations. Provide drainage of the working area at all times.

3.06 EMBANKMENT

- A. Subgrade Embankments. Subgrade embankments shall be constructed, after plowing or scarifying the natural ground surface to a depth of 6" by depositing and compacting suitable backfill material per Specifications Section 01600. Construction to be in accordance with lines and grades on the drawings.
- B. Fill Material. All fill materials shall comply with Specifications Section 01600.
1. Fill shall be loosely placed in horizontal lifts so that the successive lifts shall blend together. The maximum thickness per lift of compacted fill shall not exceed 6 inches.
 2. Each layer of fill shall be compacted evenly and densely by distributing the movement of the construction equipment uniformly over the entire embankment area.
 3. The material in each layer shall have the proper moisture content to obtain compaction. When too dry, water shall be added; when too wet, the material shall be aerated.
 4. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than 6 inches thickness before being compacted.
 5. Suspend fill operations when satisfactory results cannot be obtained because of environmental or other unsatisfactory site conditions. Do not use muddy or frozen fill materials. Do not place fill material on muddy or frozen subgrade surface.
 6. Maintain adequate drainage of rainwater and prevent ponding of surface water in pockets. When fill placement is interrupted by rain, remove wet surface materials or permit materials to dry before placement.
- C. Soil Stabilization. When exposed subgrade surfaces become spongy during construction operations and soil stabilization is required, stabilize subgrade materials as directed by a Soil Engineer. Soil stabilization will be paid for as a change in work. Obtain Owner's written authorization before performing soil stabilization work.
- D. Settlement Areas. Fill and compact all areas of settlement to proper grade before subsequent construction operations are performed.
- E. Granular Base. Provide minimum 4-inch depth of granular base under structure concrete slab-on-grade. Granular base material per Section 01600, Material Specifications.
- F. Backfilling. Place backfill materials in uniform layers no greater than 6" loose thickness over entire backfill area.
1. Use hand tamping or vibrating compactors at foundation walls, retaining walls, and similar locations. Do not use large rolling equipment adjacent to foundation walls and retaining walls.
 2. Do not backfill against foundation walls or retaining walls until walls for bearing surface have reached design strength or are properly braced, and backfilling operations approved by Owner or Architect. Provide suitable backfill materials compliant with Section 01600, Material Specifications. Place and compact backfill in maximum 6-inch lifts.

3.07 FINISH GRADING

- A. **Topsoil Replacement.** Uniformly distribute and spread stockpiled topsoil to a minimum compacted depth of 6 inches. Use loose, dry topsoil. Do not use frozen or muddy topsoil. Place during dry weather.
1. No spreading of topsoil will be permitted until subgrade is approved by Golf Course Architect.
 2. Fine grade topsoil to eliminate rough and low areas ensuring positive drainage. Maintain levels, profiles, and contours of subgrade as shown or specified on working drawings.
 3. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 2 inches or larger in any dimension and all other debris. Provide surface suitable for soil preparation as specified for seeding and sodding work.
 4. Soil compacted by construction equipment or soil on compacted slopes or grades shall be scarified to a minimum depth of 2 inches before applying topsoil; to blend the topsoil in, eliminate a layering effect, and reduce erosion and sloughing away.
- B. **Greens and Tees.** All tees and putting surfaces shall be graded to conform to the lines, grades, and cross sections as shown on the drawings and/or as directed by the Golf Course Architect. Finish surfaces shall be compacted to the degree necessary to prevent future settling. A uniform layer of 6" suitable topsoil shall be placed on all banks. Unless otherwise required by the construction documents, the upper layer of teeing and putting surface shall consist of a mixture of materials as specified in Section 01600, Material Specifications.
- C. **Bunkers.** All tees and putting surfaces shall be graded to conform to the lines, grades, and cross sections as shown on the drawings and/or as directed by the Golf Course Architect. Finish surfaces shall be compacted to the degree necessary to prevent future settling. A minimum depth of 6 inches of suitable topsoil shall be placed over the subgrade around the entire bunker, after approval of the subgrade by the Golf Course Architect. Sand bunkers are to be edged to a depth of six (6) inches along their inside margin prior to final cleaning. The entire area that is to receive sand shall be excavated to a minimum depth of 6 inches, cleaned by hand raking, and rolled firm and smooth preceding placement of draitile and sand.

3.08 FIELD QUALITY CONTROL

- A. Comply with Specifications Section 01400.

3.09 DISPOSAL OF WASTE MATERIALS

- A. Comply with Specifications Section 01700.

3.10 FINAL CLEAN UP

- A. Comply with Specifications Section 01700.

End of Section

SECTION 02400**DRAINAGE****PART 1 GENERAL**

- 1.01 DESCRIPTION
- 1.02 QUALITY ASSURANCE
- 1.03 PROJECT CONDITIONS

PART 2 PRODUCTS

- 2.01 MATERIALS

PART 3 EXECUTION

- 3.1 PREPARATION
- 3.02 INSPECTION
- 3.03 EXISTING UTILITIES
- 3.04 INSTALLATION
- 3.05 DISPOSAL OF WASTE MATERIALS
- 3.06 CLEANING

The Contractor shall provide all labor, materials, and equipment necessary to furnish and install all the drainage systems as required by the drawings and specifications.

1.01 DESCRIPTION

A. Drainage. Provide site drainage as shown as specified. The work includes:

1. Site drainage structures and piping.
2. Subdrainage systems.
3. Excavating and backfilling drainage work.

1.02 QUALITY ASSURANCE

A. Comply with Specifications Section 01010.

1.03 PROJECT CONDITIONS

A. Earthwork Operations. Coordinate installation of the site drainage system with excavating and backfilling work performed under Specifications Section 02200, Earthwork.

B. Comply with Specifications Section 01010.

2.01 MATERIALS (Comply with Specifications Section 01600)

3.01 PREPARATION

A. Project Layout. Layout drainage work and establish extent of excavation by area and elevation. Designate and identify datum elevation and project engineering reference points. Set required lines, levels, and elevations

3.02 INSPECTIONS

A. Site Examination. Comply with Specifications Section 01010.

B. Inspections and Testing. Comply with Specifications Section 01400.

C. Infiltration. It shall be the intention of these specifications to secure a sub drainage system with a minimum amount of infiltration. The joints shall be tight and visible leakage in the joints or leakage in excess of that specified above shall be repaired at the Contractors expense by any means found to be necessary.

3.03 EXISTING UTILITIES

A. Comply with Specifications Section 01010.

3.04 INSTALLATION

A. Trenching. No trenching will be allowed more than 300 feet in advance of pipe laying. All trenches shall be completed and backfilled each day. Provide trench wall support and pumping of surface and ground water as required to provide suitable conditions for performing the work.

B. Location. Drintile shall be located true to line and grade in the places specified by the drawings. Where deviations exist between the plan and field locations, it shall be the responsibility of the Contractor to call such deviations to the attention of the Owner and/or Golf Course Architect. Drintile shall be installed in greens in accordance with plans showing the design of the system.

C. Trenching and Excavation. The width of the trench at the top of the pipe shall be sufficient to permit thorough tamping of the backfill under the haunches and around the pipe, but shall not exceed external diameter of the pipe by eight (8) inches on either side. When new drainage pipe runs across existing turf, the sod shall be stripped and replaced with sod once the pipe is installed and backfilled. Where a firm foundation is not encountered at required grade, due to soft, spongy, or unsuitable soil, all such unsuitable soil under the pipe and for the width of the trench shall be removed below grade and replace with a cushion of well compacted granular backfill having a thickness under the pipe of not less than four (4) inches. When new drainage pipe runs across existing turf, the sod shall be lifted and

- D. Laying Drainage Pipe.** All site drainage pipe, manholes, and appurtenances shall be laid true to line and grade in trenches and tunnels as specified. All pipe must be lowered into the trench with suitable apparatus for the purpose; in no case shall it be dropped or thrown. Damaged material shall be replaced at Contractor's expense.
1. All pipe laying shall commence at the lower end of the line and proceed upgrade. Bell and spigot pattern pipe shall be laid with the bell end upgrade. Tongue and groove type pipe shall be placed with the groove end upgrade.
 2. Pipe shall be fitted, matched, and jointed to form a continuous sewer or drain with a smooth uniform invert. As each length of pipe is placed, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material.
 3. Do not place pipe in water, or place pipe when trench or weather is unsuitable for site drainage work.
 4. Install pipe joint gaskets in accordance with manufacturer's recommendations.
 5. Cut pipe ends entering structures flush with inner face of structures, unless otherwise specified.
 6. Obtain required inspections and perform testing prior to backfilling. Remove obstructions, replace damaged components, and retest as required. Provide a satisfactory free flowing site drainage system.
- E. Laying Perforated Draintile.** Perforated tile drains (2" or larger) shall be laid on a firm, undisturbed layer of bedding material as indicated by plans to reduce possible wash of subgrade soil up into tile line by fast water flow. If over-digging occurs, all loosened dirt must be removed and the trench bottom returned to grade with suitable backfill material per Section 01600, Material Specifications. Lay draintile with joints closed, and firmly bedded in drainage fill material. Provide full bearing for each pipe section. Provide continuous slope in the direction of flow with minimum fall equal to 0.5%.
1. Provide collars and couplings for all in-line joints and ell, elbow, or bend section for all corners and changes in direction.
 2. Provide imperforated run out pipe. Extend drainage system to out fall indicated and make connections or daylight as specified by drawings.
- F. Connections.** The junction of two or more draintiles shall be made in strict conformance with the contract drawings. The cost of all connections shall be included in the contract price for new pipe unless otherwise specifically provided for in the contract. Prior to tie-in the Contractor shall be responsible for testing all existing drainage basins and pipes being used as outlets for new drainage to ensure their functionality. Any non-functioning outlets must be reported to Owner.
- G. Drainage Structure Construction.** Construct catch basins, manholes, inlets, pipe collars, and other drainage structures as shown on drawings.
- H. Backfilling.** Backfill trenches with suitable backfill materials compliant with Section 01600, Material Specifications. For solid pipe, backfill trenches in 8" compacted layers until there is a cover of not less than 18" over piping. Place remaining backfill material in 12" compacted layers. Backfilling shall be carried out to the elevations of the adjoining subgrade. Backfill evenly on both sides of piping for its full depth. Provide thorough compaction of fill under pipe haunches.

All perforated tile drains, when placed, shall have the space between the pipe and the bottom and sides of the trench backfilled with granular material per Section 01600, Material Specifications. Thoroughly tamp with a shovel, hoe, or light tamper as placed; to a minimum of 2" over top of tile, or as specified by drawings.

I. Restoration of Surfaces.

1. Any settlement of the backfill below the original ground surface shall be remedied by the Contractor for a period of one year after final completion and acceptance upon receipt of written notice from the Owner.
2. Replace paving, turf and finishing surfaces disturbed to accommodate the subdrainage system as specified in applicable sections of these specifications, except where new surfaces are provided as part of the work.

3.05 GREENS SLIT DRAINAGE INSTALLATION

The process of installing subsurface greens drainage shall be:

1. Layout of drainage system on a 6' spacing ensuring 1% positive grade on all mainlines and laterals.
2. Stripping of existing sod over proposed drain lines 7" wide and a minimum of ¾" depth.
3. Slit trenching a minimum of 14" deep and 3" wide with laser grade control. Trencher shall be rubber tired and operated on plywood. All excavated trench spoils shall be contained on plywood (or equivalent) and not touch green surface prior to being removed to stockpile areas.
4. Install 2" corrugated micro-slit drain tile including all connections, flushouts and observation risers.
5. Backfill and compaction of trench with approved sand organic mix. Backfill shall be brought up in lifts and compacted to ensure no trench settling.
6. Replacement of sod to exact locations where removed.
7. Greens will be left in playable golf condition upon completion.

3.06 DISPOSAL OF WASTE MATERIALS

- A. Requirements. Comply with Specifications Section 01700.

3.07 CLEANING

- A. Clean-up. Comply with Specifications Section 01700.

End of Section

SECTION 02485

GRASSING

PART 1 GENERAL

- 1.01 DESCRIPTION
- 1.02 QUALITY ASSURANCE
- 1.03 SUBMITTALS
- 1.04 DELIVERY, STORAGE AND HANDLING
- 1.05 PROJECT CONDITIONS

PART 2 PRODUCTS

- 2.01 MATERIALS

PART 3 EXECUTION

- 3.01 INSPECTION
- 3.02 PREPARATION
- 3.03 INSTALLATION
- 3.04 RECONDITIONING EXISTING LAWNS
- 3.05 GUARANTEE
- 3.06 ACCEPTANCE
- 3.07 FINAL CLEAN UP

The Contractor shall provide all labor, materials, and equipment necessary to furnish and install all grass as required by the drawings and specifications.

1.01 DESCRIPTION

- A. Grassing. Provide seeded and (or) sodded turf areas as shown and specified. The work includes:
 - 1. Soil preparation
 - 2. Seed and sod fairways, rough, greens, tees and other indicated areas
 - 3. Reconditioning existing turf areas

1.02 QUALITY ASSURANCE

- A. Comply with Specifications Section 01400.

1.03 SUBMITTALS

- A. Comply with Specifications Section 01300.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Seed and Fertilizer. Comply with Section 01600, Material Specifications.
- B. Sod. Comply with Section 01600, Material Specifications.

1.05 PROJECT CONDITIONS

- A. Comply with Specifications Section 01010.
- B. Grassing. Perform seed and (or) sodding work only after all work affecting ground surface has been completed.
- C. Irrigation System. Locate, protect, and maintain the irrigation system during grassing operations. Repair irrigation system components damaged during grassing operations at Contractor's expense.

2.01 MATERIALS (Comply with Section 01600, Material Specifications)

3.01 INSPECTION

- A. Site Examination. Comply with Specifications Section 01010.

3.02 PREPARATION

- A. Preparation. Limit preparation to area which will be immediately grassed.
- B. Topsoil. Loosen topsoil to minimum depth of 4". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter. The Contractor shall be responsible for the disposal of all collected material.
- C. Fine Grade. Grade area to a smooth, free draining, even surface with a loose, moderately course texture. Roll and rake, remove ridges, and fill depressions as required to drain.
- D. Starter Fertilizer. Starter fertilizer, as required, shall be applied within two days prior to grassing. They shall be thoroughly and evenly incorporated into the top (1") one-inch. The area shall then be lightly raked until the finished grade is smooth, loose, and pulverized.
- E. Basic Soil Amendments. If required, amendments shall be incorporated into the soil as a part of the soil preparation process prior to seeded preparation, fertilizing, and planting. Each amendment material shall be broadcast or spread evenly at the specified rate over the planting area. Then, all amendments are to be thoroughly incorporated at the same time, into the top three to four inches of soil until they are a pulverized and a homogenous layer of topsoil ready for planting. Incorporation and mixing shall be accomplished with roto-tiller or disc-harrow machinery.
- F. Soil Preparation. Following applications of fertilizer and applicable amendments, the area shall be compacted by making two passes with a culti-packer, or approved similar equipment, weighing at

least 90 pounds per linear of roller. The second pass with a culti-packer shall be made at right angles to the first pass. Following compaction, the surface shall be cleared of any remaining rock one inch in size or larger, roots, sticks or debris that might interfere with playing golf on the fairways. Clean-up can be accomplished at the option of the Contractor at any stage of construction as long as the final end result is produced.

3.03 INSTALLATION

- A. Sodding. Immediately prior to, but not in excess of 24 hours before placing the sod, the soil surface shall be worked until it is relatively free from debris, washes, gullies, clods, and stones and is in a satisfactory condition. Prepared surfaces that become crusted shall be reworked to an acceptable condition for sodding.
1. When the surface is dry enough to walk on, place the sod on the prepared surface with the edges in close contact and alternate courses staggered at least 12". Roll them level with a lawn roller. On all slopes exceeding 5:1, the sod shall be secured with pegs. Any openings that may occur shall be neatly plugged with sod. The sod shall then be thoroughly rolled and watered. Watering shall continue until work is accepted by the Owner, in writing.
 2. Sod shall be placed when the ground is in a workable condition. Temperatures of less than 90 degrees F are preferred when laying sod. However, sod may be laid when temperatures are greater than 90 degrees provided that irrigation is in working order prior to sodding and Owner is notified of such. Sod shall not be placed when the sod or ground surface is frozen or during an extended drought.
 3. All areas designated to be sodded shall be protected against damage from the time work is started until the date of acceptance by the Owner, in writing. The moving of heavy equipment or materials over lawn areas, if necessary, shall be done on planks. No heavy equipment shall be moved over the planted grass area unless the soil is again prepared, graded, leveled, and replanted.
 4. No sod shall be laid until final outlines have been approved by the Owner.
- B. Protection. No heavy equipment shall be moved over the planted grass area unless the soil is again prepared, graded, leveled, and replanted.

3.04 RECONDITIONING EXISTING LAWNS

- A. Reconditioning Damaged Turf Areas. Recondition existing turf areas damaged by Contractor's operations, including storage of materials or equipment and movement of construction vehicles, and existing turf areas as indicated as follows:
1. Provide fertilizer, seed or sod, and soil amendments as specified and as required to provide a satisfactory reconditioned turf. Provide topsoil as required to fill low areas and meet new finish grades.
 2. Cultivate bare and compacted areas thoroughly.
 3. Remove diseased or unsatisfactory turf areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, stone, gravel, and other construction materials.
 4. Where substantial, but thin turf remains; rake, aerate if compacted, cultivate soil, fertilize and seed per Owner's approval.

5. Water newly seeded areas until turnover has been approved by Owner, in writing.

3.05 GUARANTEE

- A. Comply with Specifications Section 01700.

3.06 ACCEPTANCE

- A. Comply with Specifications Section 01700.

3.07 FINAL CLEAN UP

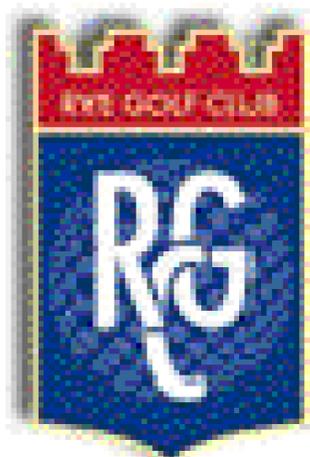
- A. Comply with Specifications Section 01700.

End of Section



Golf Club Greens Renovation Project

PHASE 2 - Holes PG,3,5,8,10,11,13,14,15,16,17,18



Rye Golf Club
City of Rye, New York

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NOTES:

Contractor to haul any excess sod and trench spoils to designated on-site dump area(s), which will be in the general areas shown, but ultimately determined by the Owner.

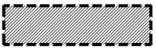
Contractor shall grade and/or locate stockpiled material so that it does not inhibit drainage and is not subject to erosion.

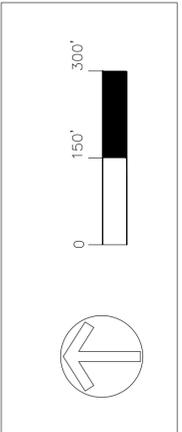
Haul road locations shall be verified by the Owner prior to their use, but in general and where available, existing paths shall be used for hauling purposes. Contractor shall use appropriate (Owner-approved) equipment and vehicles to minimize damage when hauling (e.g. low ground pressure tracks or float tires).

Contractor shall repair all haul road damage, including restoration of surfaces to original grade and/or condition (sod in turf areas, asphalt where applicable).

Existing conditions in haul road areas shall be documented by the Contractor prior to their use. Any existing damage that is not documented will be deemed the Contractor's responsibility to repair.

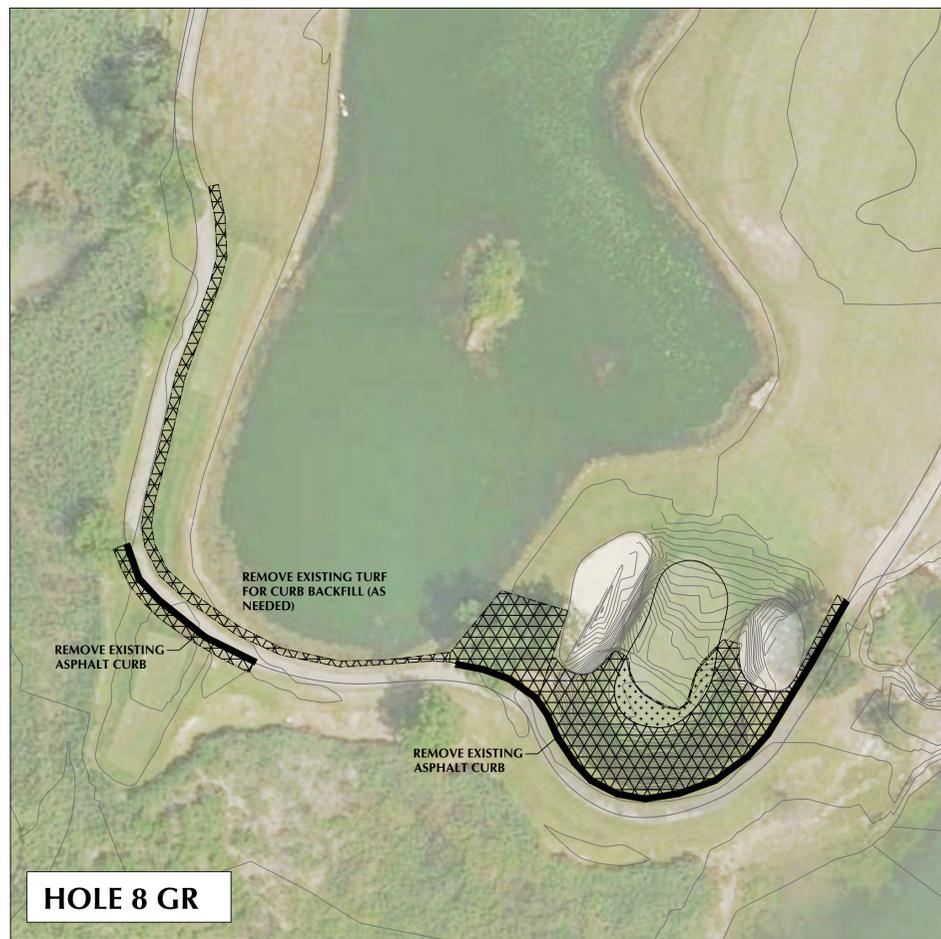
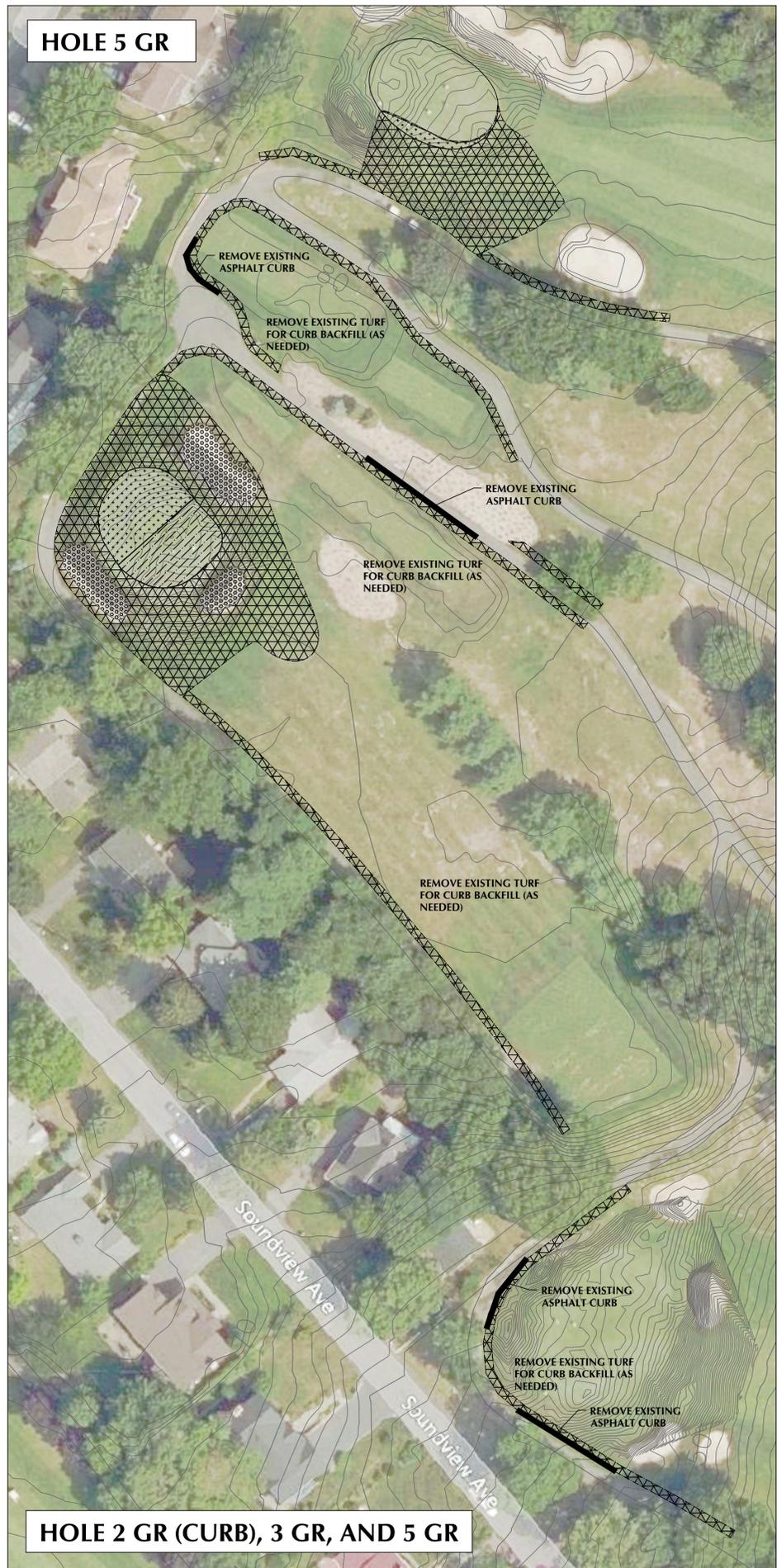
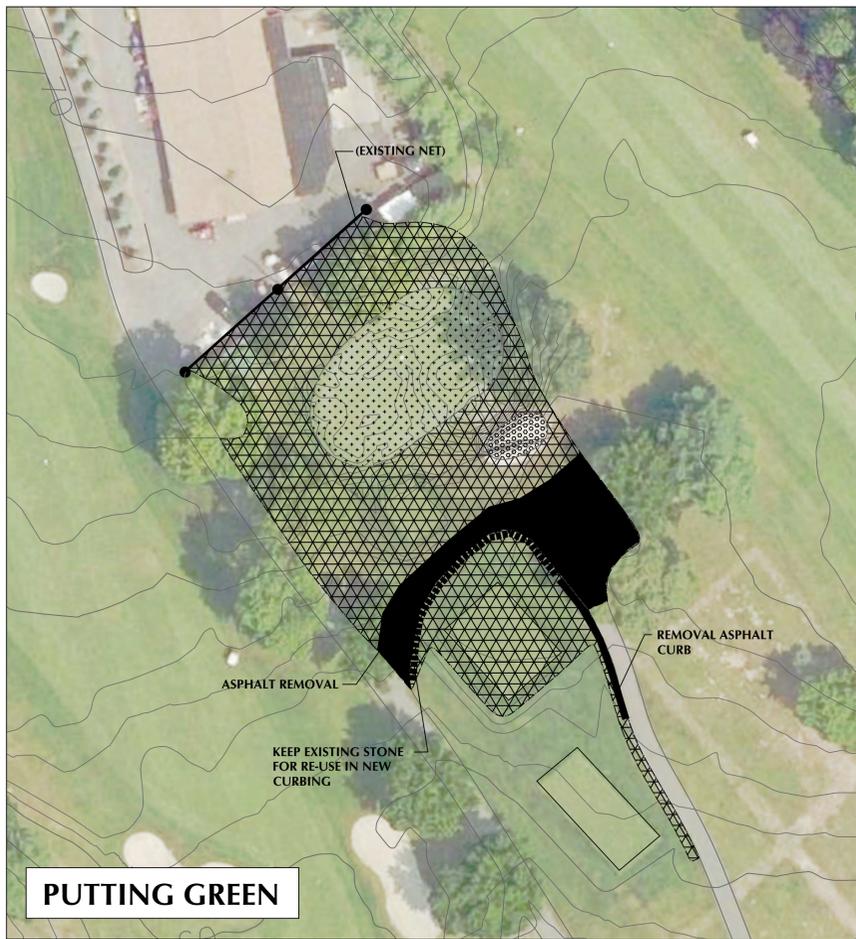
LEGEND:

- STAGING AREA 
- SPOIL STOCKPILE AREA 
- PHASE 2 WORK AREA 



PHASE 2 - SITE CONTEXT PLAN
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18



LEGEND:

- WORK LIMITS
- ASPHALT REMOVAL
- SOD STRIP AND REPLACE AND/OR TRANSFER
- SOD STRIP AND DISPOSE
- ROTOTILL
- SAND REMOVAL

NOTES:

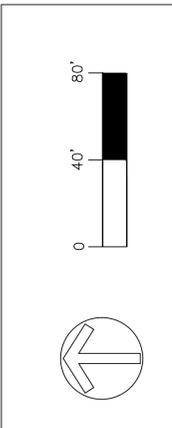
All tree and stump removal (if applicable) to be completed by Owner prior to project start.

Owner shall field locate existing irrigation lines, heads and utilities within construction limits wherever possible. Location markings to be preserved by the Contractor, who shall be responsible for repair of any damages caused by his crews to properly marked utilities. Any unmarked or mis-marked utilities encountered and/or damaged during construction shall be immediately reported to the Owner for preservation or repair. **OWNER SHALL INSTALL ALL NEW IRRIGATION.**

Contractor shall be responsible for all layout including flagging of work limits prior to start of construction. Golf course architect and/or Owner shall review all feature layout.

Existing turf areas scheduled for disturbance shall either be roto-tilled or stripped (and disposed of in areas indicated on Context Plan) prior to topsoil stripping. Contractor shall determine which method to use (till or strip) as it relates to ability to properly finish grade and restore work areas. Exceptions to this include existing bentgrass sod on greens as indicated, which **MUST** be stripped and temporarily stored in order to be used in expansion areas. (Note: Sod from front half of Hole 3 green shall be stripped and disposed of.)

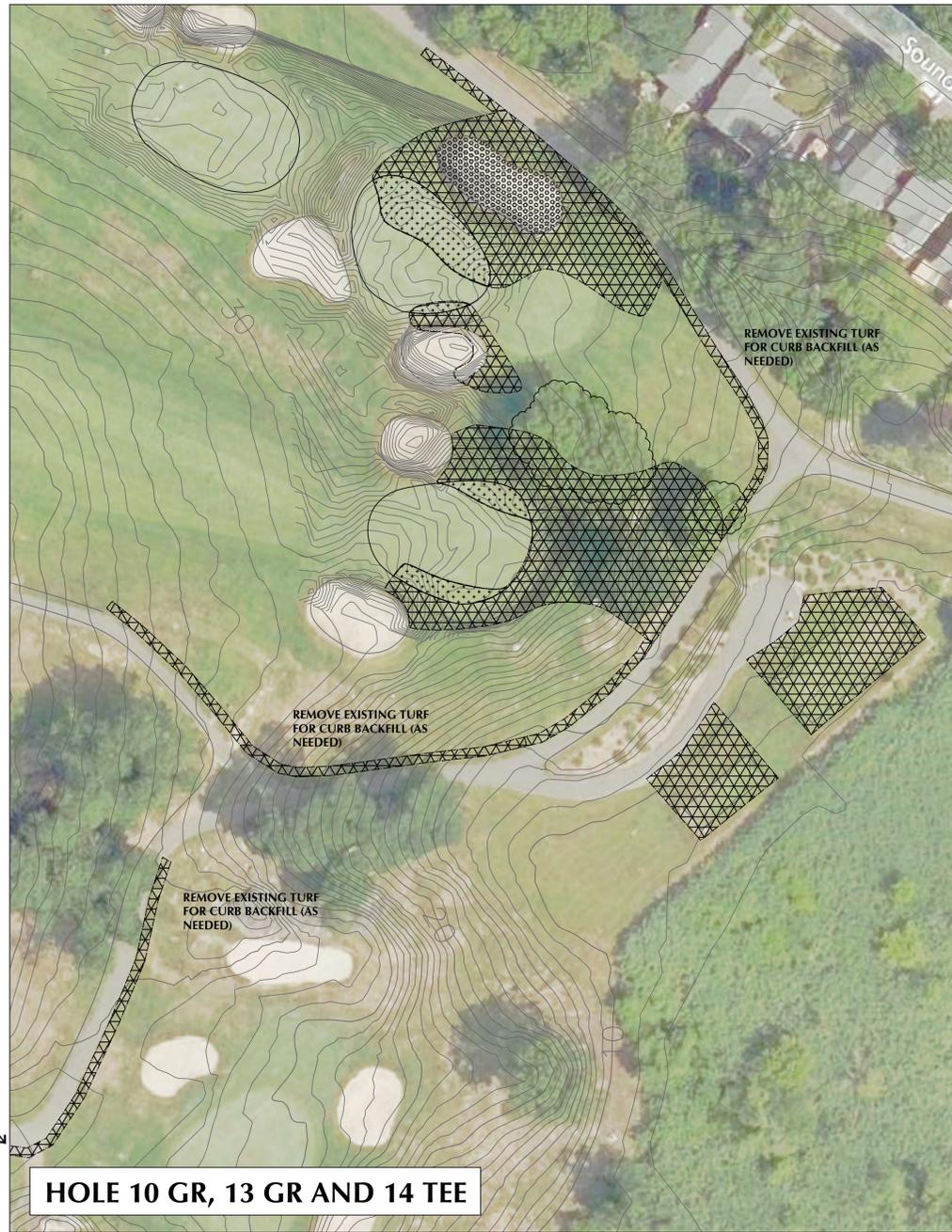
In existing green areas not shown within work limits, but where slit trenches are to be placed (see Drainage Plan), sod shall be stripped and temporarily stockpiled, then replaced in same location following mix/drainage install. Sod shall also be stripped and replaced in rough or fairway areas where outlet pipes are run outside of grading limits.



PHASE 2 - DEMO (PG,3,5,8,11)
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET
2



LEGEND:

- WORK LIMITS
- ASPHALT REMOVAL
- SOD STRIP AND REPLACE AND/OR TRANSFER
- SOD STRIP AND DISPOSE
- ROTOTILL
- SAND REMOVAL

NOTES:

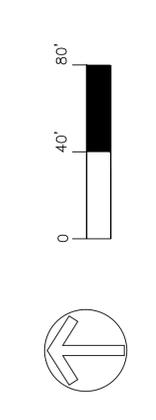
All tree and stump removal (if applicable) to be completed by Owner prior to project start.

Owner shall field locate existing irrigation lines, heads and utilities within construction limits wherever possible. Location markings to be preserved by the Contractor, who shall be responsible for repair of any damages caused by his crews to properly marked utilities. Any unmarked or mis-marked utilities encountered and/or damaged during construction shall be immediately reported to the Owner for preservation or repair. **OWNER SHALL INSTALL ALL NEW IRRIGATION.**

Contractor shall be responsible for all layout including flagging of work limits prior to start of construction. Golf course architect and/or Owner shall review all feature layout.

Existing turf areas scheduled for disturbance shall either be roto-tilled or stripped (and disposed of in areas indicated on Context Plan) prior to topsoil stripping. Contractor shall determine which method to use (till or strip) as it relates to ability to properly finish grade and restore work areas. Exceptions to this include existing bentgrass sod on greens as indicated, which **MUST** be stripped and temporarily stored in order to be used in expansion areas. (Note: Sod from front half of Hole 3 green shall be stripped and disposed of.)

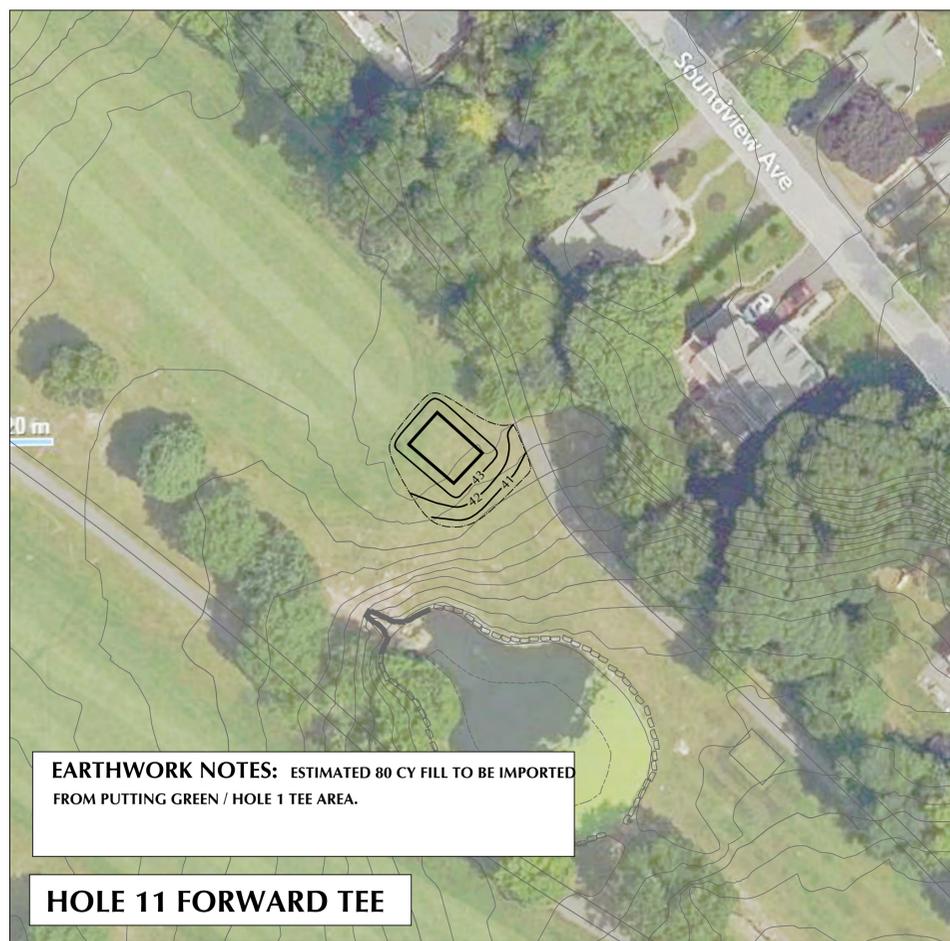
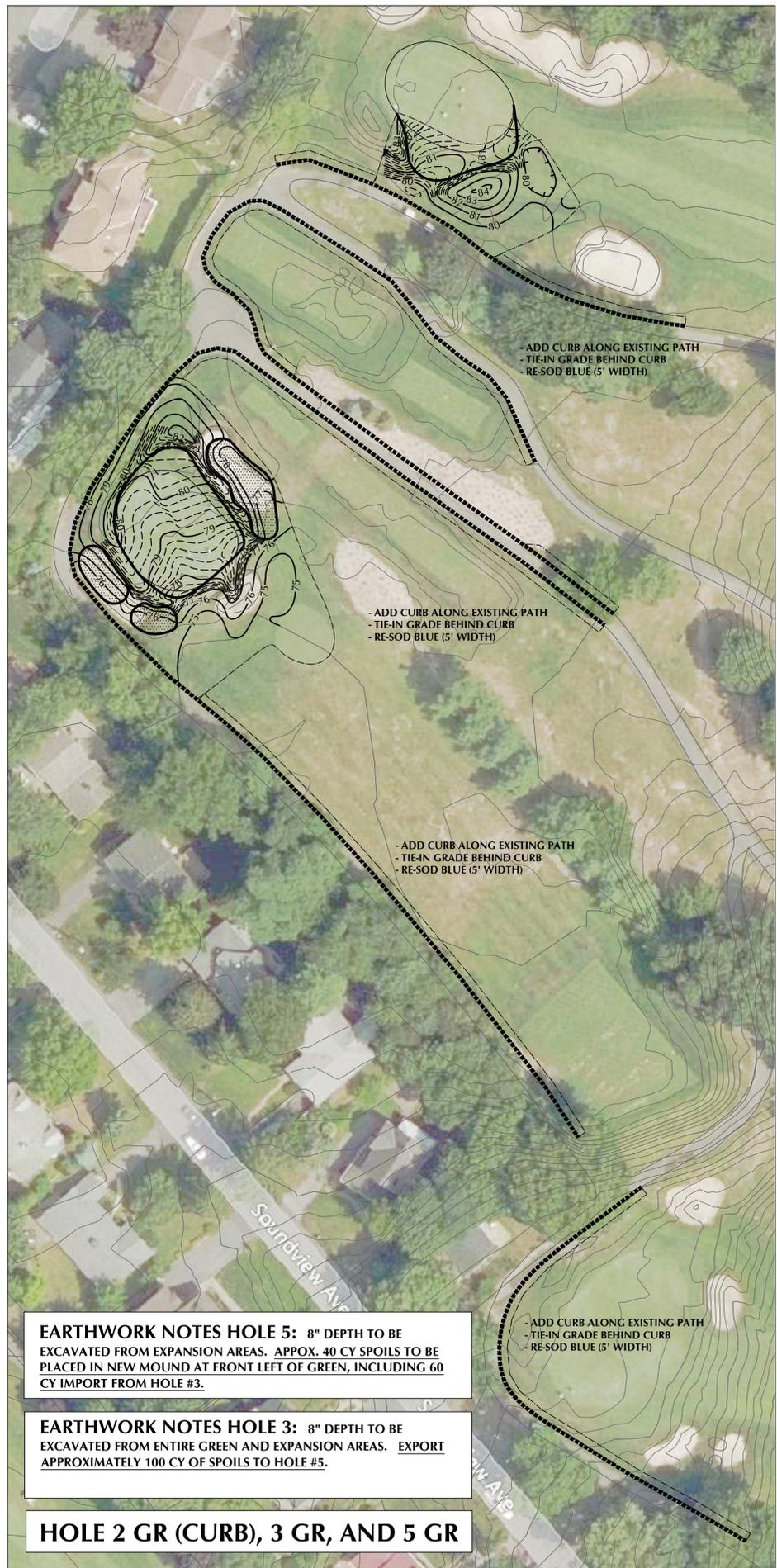
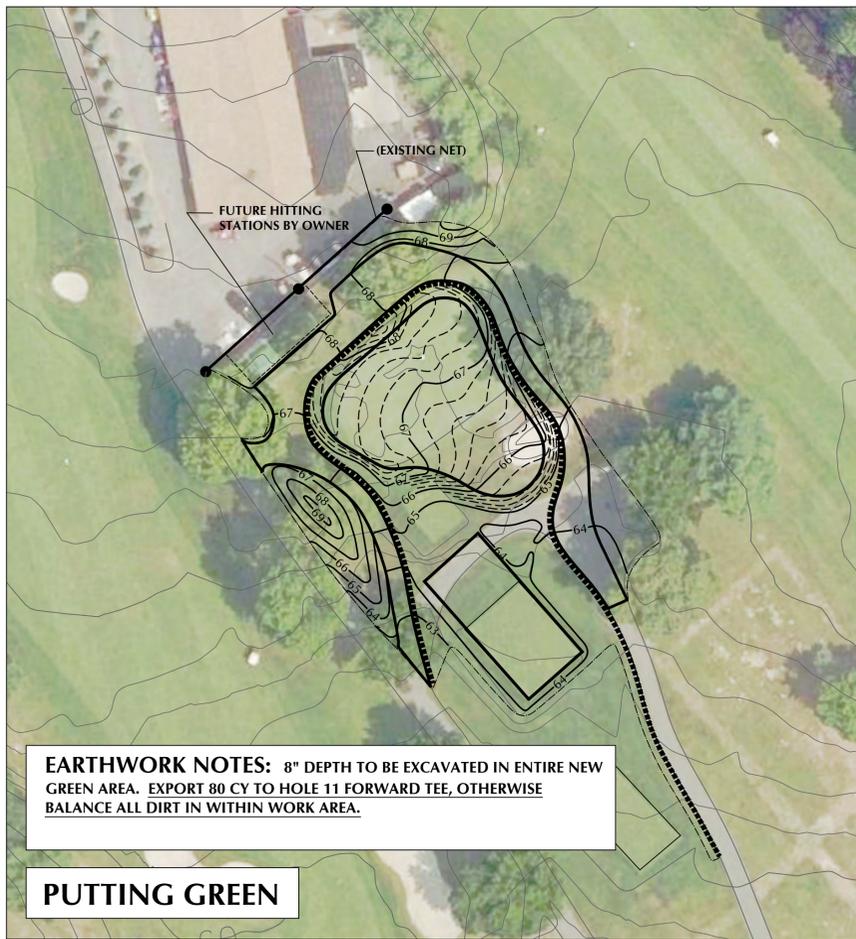
In existing green areas not shown within work limits, but where slit trenches are to be placed (see Drainage Plan), sod shall be stripped and temporarily stockpiled, then replaced in same location following mix/drainage install. Sod shall also be stripped and replaced in rough or fairway areas where outlet pipes are run outside of grading limits.



PHASE 2 - DEMO (10,13,14,15,16,17,18)
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET
3



LEGEND:

- WORK LIMITS
- EXISTING CONTOURS
- PROPOSED 1' CONTOURS
- PROPOSED 0.2' CONTOURS
- STONE CURB

NOTES:

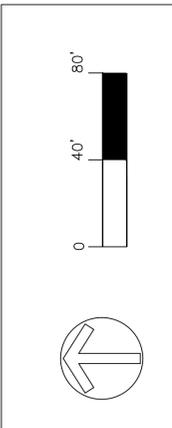
Contractor shall strip and replace a 6" layer of topsoil within all grading areas. In green coring/expansion locations 8" shall be excavated and mix shall be installed. Finished tee surfaces shall have 4" of mix installed. Any temporary stockpile areas developed outside of the construction limits (if necessary) shall be approved by the Owner and/or Golf Course Architect and must be cleaned up (and grassed) at the Contractor's expense. No topsoil shall be replaced until final grades are approved by the Golf Course Architect.

Excess spoils generated that cannot be properly lost within the work areas or as directed by the earthwork notes shall be hauled to the designated stockpile areas as indicated on the Site Context Plan.

Any earthwork or quantity notes shown on these plans are estimates only, final earthwork calculations are the responsibility of the Contractor, who shall supply all materials and work necessary to complete the project as specified.

In the event that underlying bedrock is encountered during subgrade excavation, Contractor shall notify Golf Course Architect and/or City Engineer immediately so as to determine if grade lines or feature locations might be adjusted to avoid rock removal or if contract must be amended to allow for removal expenses. Failure to notify said parties and acquire written approval for rock removal will nullify any requests by the Contractor for additional compensation.

The Golf Course Architect reserves the right to make alterations in the grading to improve playability and shot values.



PHASE 2 - GRADING (PG,3,5,8,11)
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET
4



HOLE 18 GR (CURB)



HOLE 10 GR, 13 GR AND 14 TEE

EARTHWORK NOTES HOLE 10:
EXPORT 70 CY OF SPOILS TO #13

EARTHWORK NOTES HOLE 13:
IMPORT 60 CY FROM #8, 70 CY FROM #10, AND 10 CY OF DRAINAGE SPOILS TO PROVIDE FILL FOR TEE.

LEGEND:

- WORK LIMITS** [Dashed line symbol]
- EXISTING CONTOURS** [Dashed line with 83 symbol] 83
- PROPOSED 1' CONTOURS** [Solid line with 83 symbol] 83
- PROPOSED 0.2' CONTOURS** [Dotted line symbol]
- STONE CURB** [Dashed line with dots symbol]
- PATH CONTINUES ON TO 15 FWD TEE (see panel to right)

NOTES:

Contractor shall strip and replace a 6" layer of topsoil within all grading areas. In green coring/expansion locations 8" shall be excavated and mix shall be installed. Finished tee surfaces shall have 4" of mix installed. Any temporary stockpile areas developed outside of the construction limits (if necessary) shall be approved by the Owner and/or Golf Course Architect and must be cleaned up (and grassed) at the Contractor's expense. No topsoil shall be replaced until final grades are approved by the Golf Course Architect.

Excess spoils generated that cannot be properly lost within the work areas or as directed by the earthwork notes shall be hauled to the designated stockpile areas as indicated on the Site Context Plan.

Any earthwork or quantity notes shown on these plans are estimates only, final earthwork calculations are the responsibility of the Contractor, who shall supply all materials and work necessary to complete the project as specified.

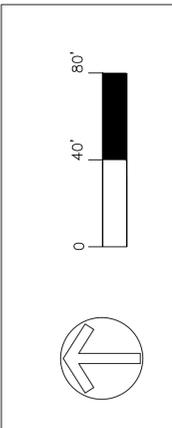
In the event that underlying bedrock is encountered during subgrade excavation, Contractor shall notify Golf Course Architect and/or City Engineer immediately so as to determine if grade lines or feature locations might be adjusted to avoid rock removal or if contract must be amended to allow for removal expenses. Failure to notify said parties and acquire written approval for rock removal will nullify any requests by the Contractor for additional compensation.

The Golf Course Architect reserves the right to make alterations in the grading to improve playability and shot values.



EARTHWORK NOTES HOLE 17 AND 18:
EXPORT 60 CY OF SPOILS FROM #17 GREEN TO BUILD #18 TEES.

HOLE 15 TEE, 16 GR, 17 GR, 18 TEE



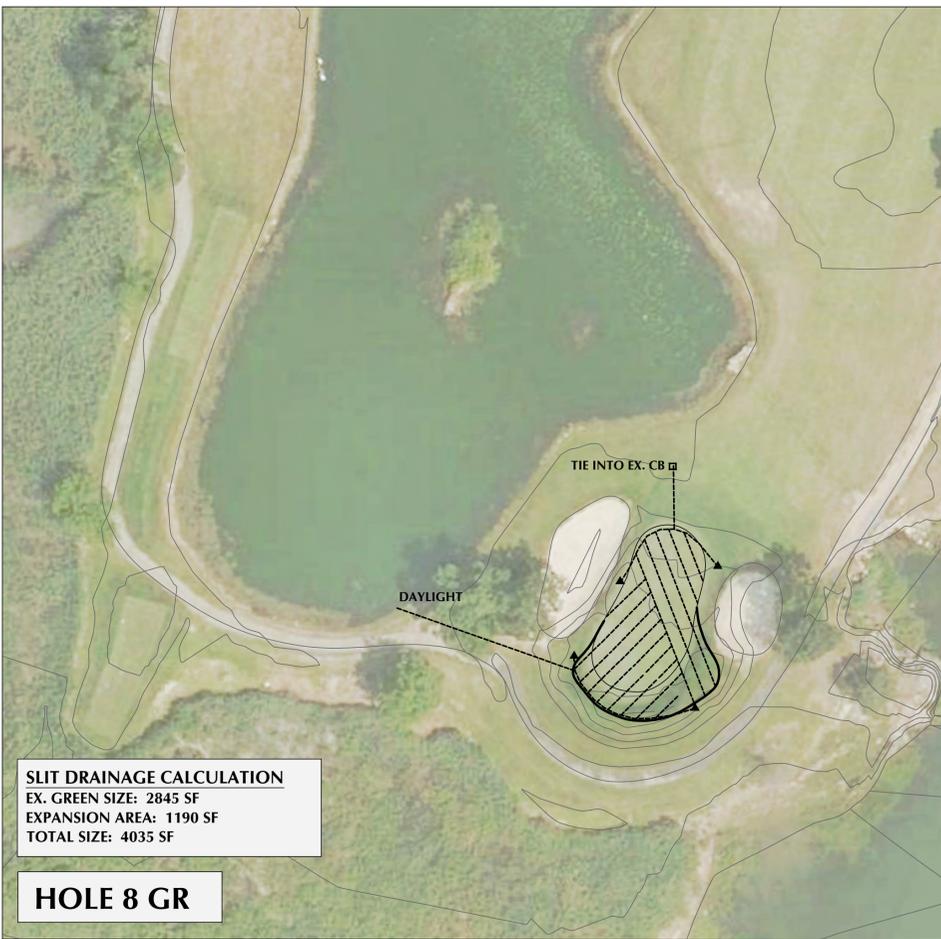
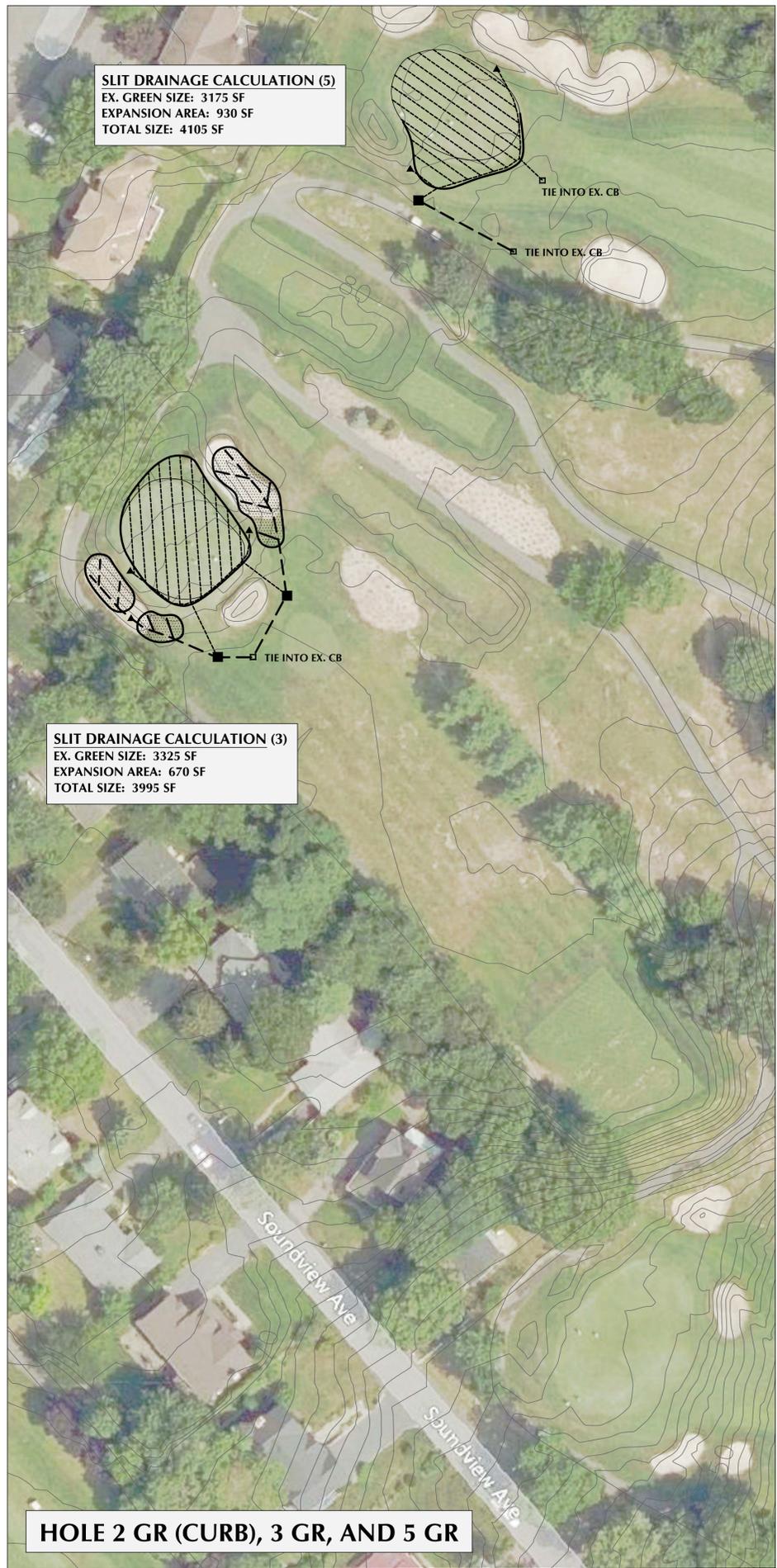
PHASE 2 - GRADING (10,13,14,15,16,17,18)

Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET

5



LEGEND:

- EXISTING BASIN □
- 2" TURF FLOW PIPE - - - - -
- 4" N-12 PIPE - - - - -
- VENT/FLUSHOUT ▲
- 12" CATCH BASIN ■

NOTES:

Greens indicated on plan shall be equipped with a slit drainage system. Final layout of slit drainage shall be completed in the field by Contractor and approved by Owner.

Slit drainage trenches shall be 6' on center, and generally 3" wide by 14" - 16" deep, unless otherwise approved. A smile tile shall be placed at the low point(s) of the green. Smile tiles and mainlines shall have flushouts at their high end. Outlet pipe(s) shall tie in to existing tile as shown or as otherwise approved by the Owner.

Contractor shall import specified mix for all 2" drainage backfill at an estimated rate of 4 tons per 1,000 sf (2 tons per 1,000 in expansion areas due to new 8" top mix layer).

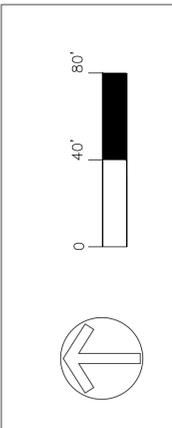
The contractor shall be responsible for lifting and replacing of sod in locations where minor drainage is being installed outside of designated work areas.

Spoils generated from drainage excavation shall be used in other golf course fills or hauled to the stockpile areas designated on the Site Context Plan.

All tile in greens and bunkers shall be perforated (sizes as indicated). All 2" outlet pipe extending outside of greens shall also be perforated. All other tile to be solid. All solid drain tile pipe shall have a minimum 18" soil cover over top of pipes unless otherwise shown and a minimum 0.5% pitch toward the outlet, with a 1% or greater pitch being desirable.

All existing functional drain tile encountered during construction shall be repaired by contractor and/or tied into the new drainage system. See Construction Details for new catch basin construction.

In the event that underlying bedrock is encountered during trench excavation, Contractor shall notify Golf Course Architect and/or City Engineer immediately so as to determine if trench lines might be adjusted to avoid rock removal or if contract must be amended to allow for removal expenses. Failure to notify said parties and acquire written approval for rock removal will nullify any requests by the Contractor for additional compensation.



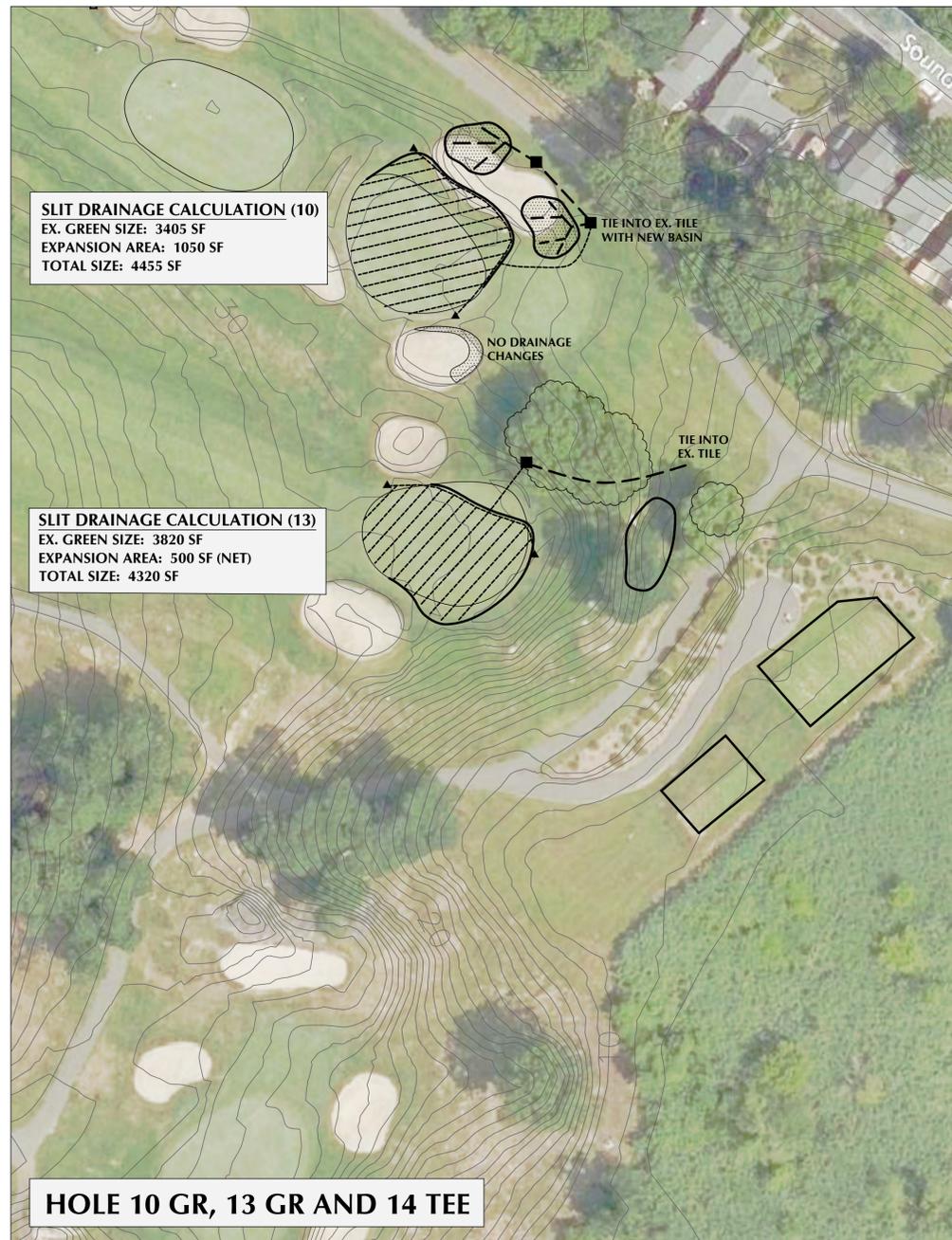
PHASE 2 - DRAINAGE (PG,3,5,8,11)
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET
6



HOLE 18 GR (CURB)



SLIT DRAINAGE CALCULATION (10)
 EX. GREEN SIZE: 3405 SF
 EXPANSION AREA: 1050 SF
 TOTAL SIZE: 4455 SF

SLIT DRAINAGE CALCULATION (13)
 EX. GREEN SIZE: 3820 SF
 EXPANSION AREA: 500 SF (NET)
 TOTAL SIZE: 4320 SF

HOLE 10 GR, 13 GR AND 14 TEE



SLIT DRAINAGE CALCULATION
 EX. GREEN SIZE: 3745 SF
 EXPANSION AREA: 465 SF
 TOTAL SIZE: 4210 SF

SLIT DRAINAGE CALCULATION
 EX. GREEN SIZE: 3030 SF
 EXPANSION AREA: 1350 SF
 TOTAL SIZE: 4380 SF

HOLE 15 TEE, 16 GR, 17 GR, 18 TEE

LEGEND:

- EXISTING BASIN
- 2" TURF FLOW PIPE
- 4" N-12 PIPE
- VENT/FLUSHOUT
- 12" CATCH BASIN

NOTES:

Greens indicated on plan shall be equipped with a slit drainage system. Final layout of slit drainage shall be completed in the field by Contractor and approved by Owner.

Slit drainage trenches shall be 6' on center, and generally 3" wide by 14" - 16" deep, unless otherwise approved. A smile tile shall be placed at the low point(s) of the green. Smile tiles and mainlines shall have flushouts at their high end. Outlet pipe(s) shall tie in to existing tile as shown or as otherwise approved by the Owner.

Contractor shall import specified mix for all 2" drainage backfill at an estimated rate of 4 tons per 1,000 sf (2 tons per 1,000 in expansion areas due to new 8" top mix layer).

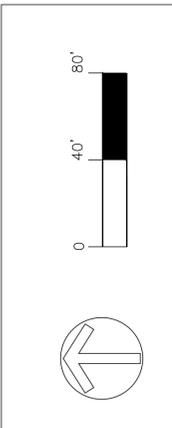
The contractor shall be responsible for lifting and replacing of sod in locations where minor drainage is being installed outside of designated work areas.

Spoils generated from drainage excavation shall be used in other golf course fills or hauled to the stockpile areas designated on the Site Context Plan.

All tile in greens and bunkers shall be perforated (sizes as indicated). All 2" outlet pipe extending outside of greens shall also be perforated. All other tile to be solid. All solid drain tile pipe shall have a minimum 18" soil cover over top of pipes unless otherwise shown and a minimum 0.5% pitch toward the outlet, with a 1% or greater pitch being desirable.

All existing functional drain tile encountered during construction shall be repaired by contractor and/or tied into the new drainage system. See Construction Details for new catch basin construction.

In the event that underlying bedrock is encountered during trench excavation, Contractor shall notify Golf Course Architect and/or City Engineer immediately so as to determine if trench lines might be adjusted to avoid rock removal or if contract must be amended to allow for removal expenses. Failure to notify said parties and acquire written approval for rock removal will nullify any requests by the Contractor for additional compensation.



PHASE 2 - DRAINAGE (10,13,14,15,16,17,18)
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET
7



PUTTING GREEN

LEGEND:

- WORK LIMITS
- NEW ASPHALT
- NEW STONE CURB
- BENT SOD REPLACE
- NEW BENT SOD
- NEW BLUE SOD
- NEW FESCUE SOD

NOTES:

Six inches (6") of sand shall be placed atop subgrade in all bunker cavities (*Note: Bid form includes alternate option for installation of Billy Bunker liner). Four inches (4") of rootzone mix shall be placed on tees.

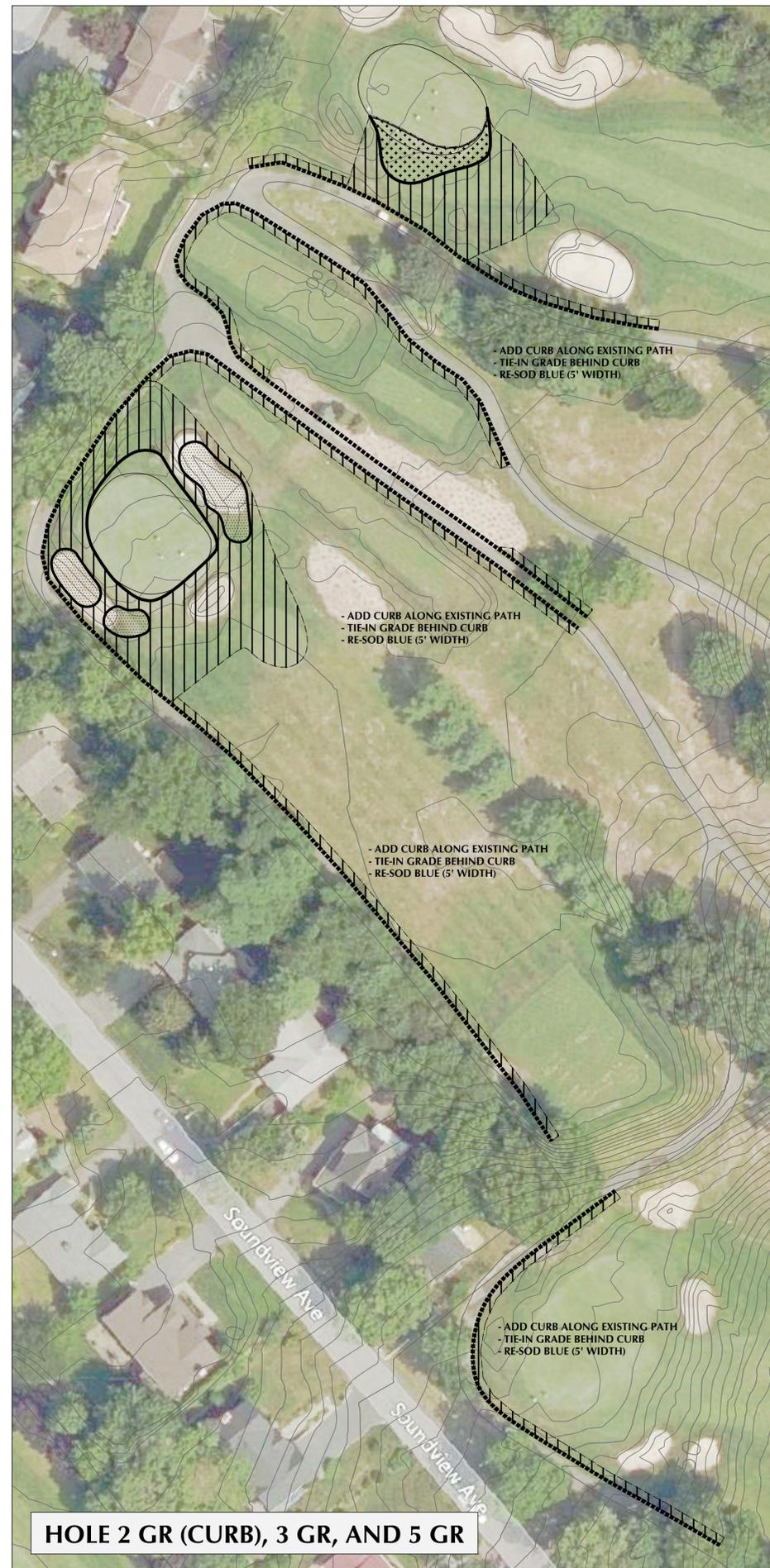
Eight inches (8") of mix shall be placed on all new greens and expansions.

Green expansion areas on Holes 3, 5, 8, 10, 13, 16 and 17 shall be grassed using borrowed sod from the existing putting green (and back half of Hole #3). New putting green and Hole #3 green shall be grassed with new sod.

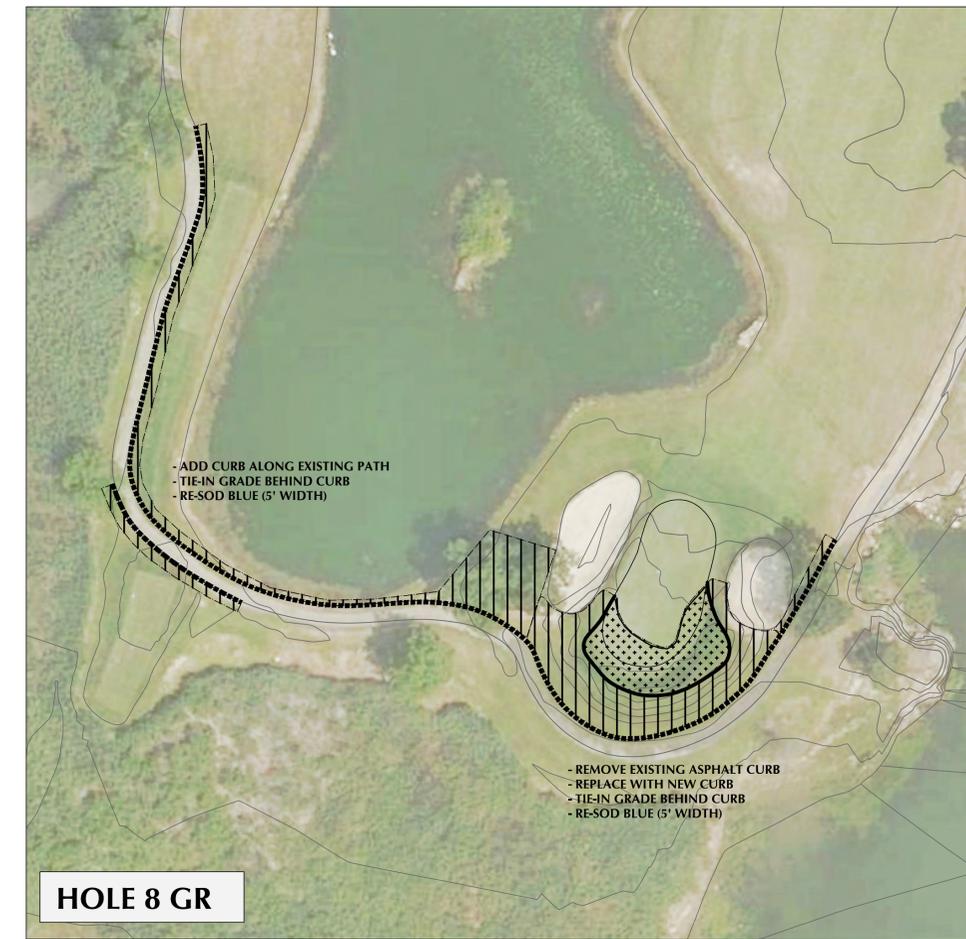
All fairways, tees and roughs (other than fescue areas) shall be sodded with low cut bluegrass.

Any drainage lines extending outside of work limits shall have sod cut and temporarily stockpiled prior to trenching, then replaced following backfill.

ALL IRRIGATION TO BE COMPLETED BY OWNER PRIOR TO START OF GRASSING OPERATIONS.



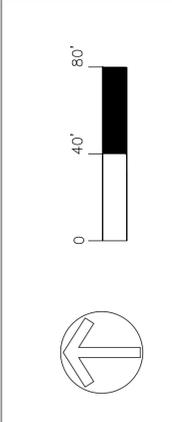
HOLE 2 GR (CURB), 3 GR, AND 5 GR



HOLE 8 GR

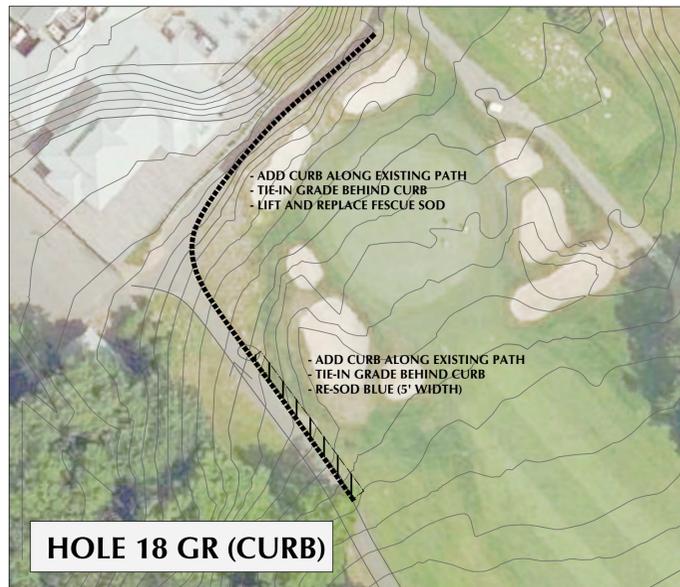


HOLE 11 FORWARD TEE



PHASE 2 - GRASSING (PG,3,5,8,11)
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18



LEGEND:

- WORK LIMITS 
- NEW ASPHALT 
- NEW STONE CURB 
- BENT SOD REPLACE 
- NEW BENT SOD 
- NEW BLUE SOD 
- NEW FESCUE SOD 

NOTES:

Six inches (6") of sand shall be placed atop subgrade in all bunker cavities (*Note: Bid form includes alternate option for installation of Billy Bunker liner). Four inches (4") of rootzone mix shall be placed on tees.

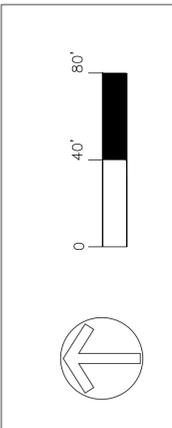
Eight inches (8") of mix shall be placed on all new greens and expansions.

Green expansion areas on Holes 3, 5, 8, 10, 13, 16 and 17 shall be grassed using borrowed sod from the existing putting green (and back half of Hole #3). New putting green and Hole #3 green shall be grassed with new sod.

All fairways, tees and roughs (other than fescue areas) shall be sodded with low cut bluegrass.

Any drainage lines extending outside of work limits shall have sod cut and temporarily stockpiled prior to trenching, then replaced following backfill.

ALL IRRIGATION TO BE COMPLETED BY OWNER PRIOR TO START OF GRASSING OPERATIONS.



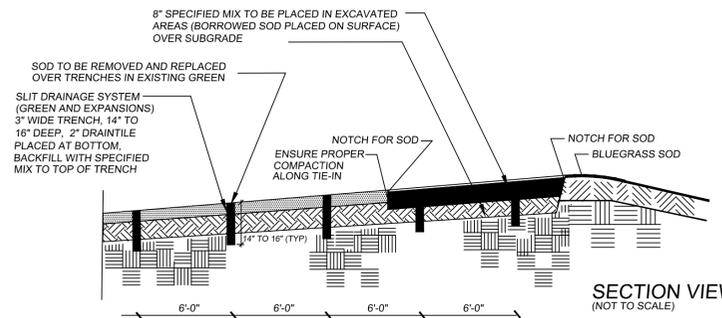
PHASE 2 - GRASSING (10,13,14,15,16,17,18)

Golf Club Greens Expansion and Drainage Project

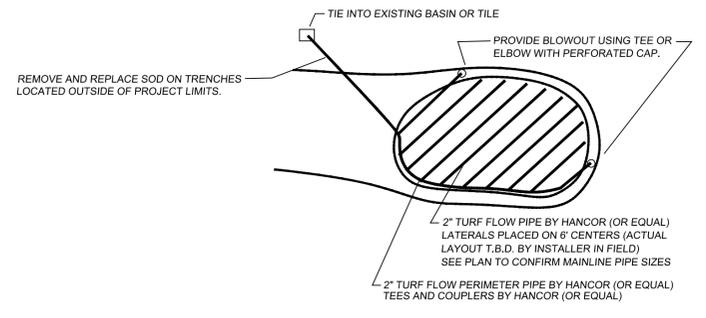
T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET

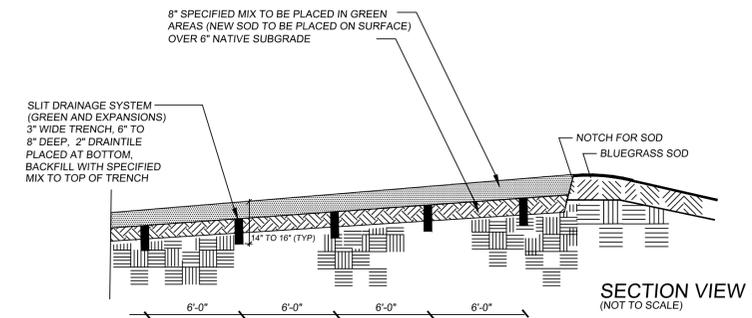
9



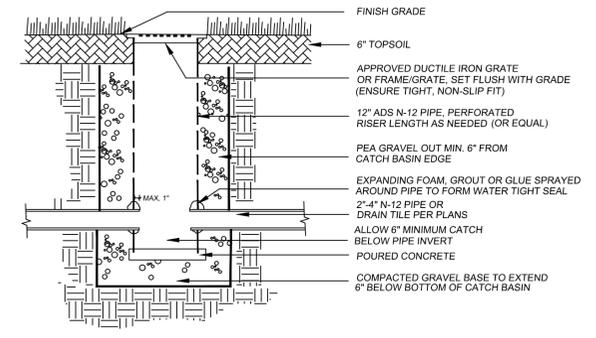
GREEN EXPANSION AND SLIT DRAINAGE



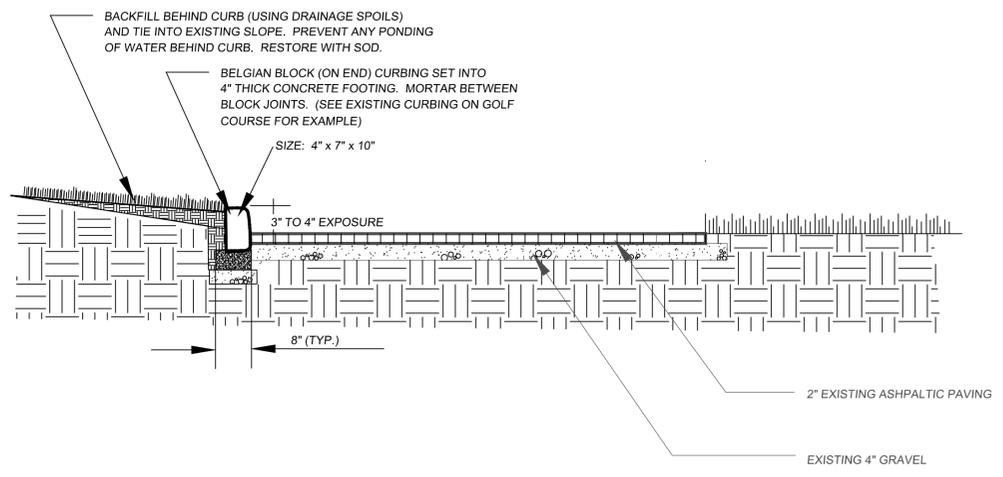
TYPICAL SLIT DRAINAGE - PLAN VIEW



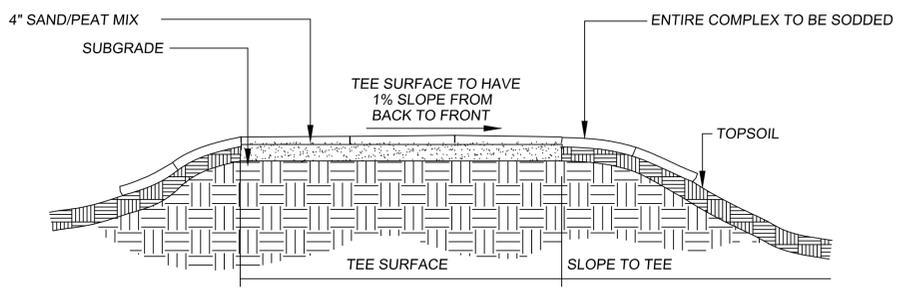
NEW GREEN CONSTRUCTION (3 AND PG ONLY)



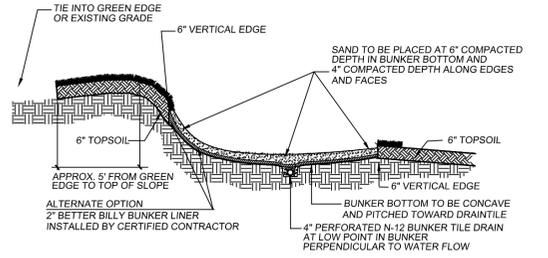
12" N-12 CATCH BASIN



BLOCK CURBING (ON EXISTING PATHS)



TEE CONSTRUCTION DETAIL



TYPICAL BUNKER CONSTRUCTION

NOT TO SCALE

Rye Golf Club
City of Rye, New York

PHASE 2 - DETAILS
Golf Club Greens Expansion and Drainage Project

T. QUITNO	4-12-17
T. QUITNO	6-13-17
T. QUITNO	3-9-18

SHEET
10



CITY COUNCIL AGENDA

NO. 11 DEPT.: Fire Department DATE: June 1, 2018
CONTACT: Michael C. Corcoran, Jr., Commissioner of Public Safety

AGENDA ITEM: Acceptance of donation to the Rye Fire Department from Marjan Kiepura in the amount of Two Hundred (\$200.00) Dollars.

FOR THE MEETING OF:

June 6, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council adopt the following resolution:

Whereas, Marjan Kiepura desires to donate Two Hundred (\$200) Dollars to the Rye Fire Department; and

Whereas, the fiscal 2018 General Fund budget did not anticipate these donations; now, therefore be it

Resolved, that the City Council of the City of Rye accepts the aforementioned donations; and be it further

Resolved that the City Comptroller is authorized to amend the fiscal 2018 General Fund budget as follows:

Increase Designated Fire Department Donations by \$200.00

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The Marjan Kiepura advised the Fire Department that they would like to make a donation of \$200.00 in recognition of the Fire Department's dedication to the Rye community. The Commissioner of Public Safety recommends acceptance of this donation.



CITY COUNCIL AGENDA

NO. 12 DEPT.: Fire Department DATE: June 1, 2018
CONTACT: Michael C. Corcoran, Jr., Commissioner of Public Safety

AGENDA ITEM: Acceptance of donation to the Rye Fire Department from the Milton Harbor House in the amount of Two Hundred and Fifty (\$250.00) Dollars.

FOR THE MEETING OF:

June 6, 2018
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council adopt the following resolution:

Whereas, the Milton Harbor House desires to donate Two Hundred (\$250) Dollars to the Rye Fire Department; and

Whereas, the fiscal 2018 General Fund budget did not anticipate these donations; now, therefore be it

Resolved, that the City Council of the City of Rye accepts the aforementioned donations; and be it further

Resolved that the City Comptroller is authorized to amend the fiscal 2018 General Fund budget as follows:

Increase Designated Fire Department Donations by \$250.00.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The Milton Harbor House, advised the Fire Department that they would like to make a donation of \$250.00 in recognition of the Fire Department's dedication to the Rye community. The Commissioner of Public Safety recommends acceptance of this donation.



CITY COUNCIL AGENDA

NO. 13 DEPT.: Fire Department DATE: June 1, 2018
CONTACT: Michael C. Corcoran, Jr., Commissioner of Public Safety

AGENDA ITEM: Acceptance of donation to the Rye Fire Department from the Woman's Club of Rye in the amount of Two Hundred (\$200.00) Dollars.

FOR THE MEETING OF:

June 6, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council adopt the following resolution:

Whereas, the Woman's Club of Rye desires to donate Two Hundred (\$200) Dollars to the Rye Fire Department; and

Whereas, the fiscal 2018 General Fund budget did not anticipate these donations; now, therefore be it

Resolved, that the City Council of the City of Rye accepts the aforementioned donations; and be it further

Resolved that the City Comptroller is authorized to amend the fiscal 2018 General Fund budget as follows:

Increase Designated Fire Department Donations by \$200.00.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The Woman's Club of Rye, by letter dated May 17, 2018, advised the Fire Department that they would like to make a donation of \$200.00 in recognition of the Fire Department's dedication to the Rye community. The Commissioner of Public Safety recommends acceptance of this donation.



CITY COUNCIL AGENDA

NO. 14

DEPT.: Department of Public Works

DATE: June 1, 2018

CONTACT: Ryan Coyne, DPW Superintendent

AGENDA ITEM: Resolution to authorize the expenditure for the purchase of refuse trucks. Funds cover the cost for acquisition and may be made from General operations, Contingency, Fund Balance or Debt.

FOR THE MEETING OF:

June 6, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve the expenditure for the purchase of refuse trucks.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The City Council will be considering the purchase of new refuse trucks. Under the Local Finance law of the State of New York, expenditures cannot be recouped without first adopting this resolution. Any expenditures made before such a resolution cannot be included in a future debt service. This resolution will allow for the consideration of options to fund this expenditure including debt service.

RESOLVED, to authorize the purchase of new refuse trucks for the Department of Public Works.

RESOLVED, that the funds to cover the cost of the purchase may be made from General operations, Contingency, Fund Balance or Debt.



CITY COUNCIL AGENDA

NO. 15

DEPT.: City Clerk

DATE: June 1, 2018

CONTACT: Carolyn D'Andrea, City Clerk

AGENDA ITEM: Consideration of a request by Christ's Church for use of City streets on Sunday, June 17, 2018 from 8:30 a.m. to 12:30 p.m. for their semi-annual picnic.

FOR THE MEETING OF:

June 6, 2018

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council consider the request by Christ's Church for use of Rectory Street on Sunday, June 17, 2018 from 8:30 a.m. to 12:30 p.m.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The request to the Council from Christ's Church is attached.



CITY OF RYE, NEW YORK OFFICE OF THE CITY CLERK
1051 Boston Post Road, Rye, New York 10580
(914) 967-7371

BLOCK PARTY PERMIT APPLICATION

Name: Christ's Church

Address: 2 Rectory Street Rye NY 10580

Phone: 9149671749 xt 228 Fax: 967-0398 E-mail: dcaulfield@ccrye.org

Sponsoring Organization (if any): _____

Street(s) to be Closed: Rectory Street

Date of Event: 6-17-18 Rain Date: none Time: 8:30 am to 12:30 pm

Barricades Requested (City to deliver/pick up) yes Yes No

CONDITIONS FOR APPROVAL

- Applicant is responsible for placing and removing barricades. Barricades must be placed so that vehicles may get through in case of emergency. If barricades are required, please designate one location for the Department of Public Works (914-967-7464) to deliver and pick up the barricades
- No alcoholic beverages may be sold, served, or carried on the street.
- Applicant is responsible for maintaining and leaving the area in a safe and clean condition.

I certify that I have read and understand all of the conditions and procedures that are required in order to obtain a block party permit and I agree to comply with each of those conditions and procedures. I agree to indemnify and hold harmless the City of Rye and all City of Rye officers, employees, agents and representatives, from any claims (including costs of defending such claims) or damages that may arise from the occurrence of the block party or from related events. I understand that a block party permit does not authorize violation of city or state laws, except to the limited extent that it allows a street to be temporarily closed in conformity with permit conditions. I also understand that a block party permit does not excuse failure to comply with orders of law enforcement personnel, firefighters, other emergency workers or city officials, and that it does not provide immunity from civil claims of third parties that are based upon damages occurring at, or in conjunction with, block party events. I affirm under penalty of perjury that the statements and representations made in connection with this application are true and correct to the best of my knowledge.

Dorothee R Caulfield
Applicant Signature

5.25.18
Date

Permit Approved No. _____ Permit Disapproved Date: _____

City Official Signature

Date

cc: _____ City Manager _____ Police _____ Fire _____ DPW _____ Engineer



The Rev. Kate Malin, Rector

May 24, 2018

VIA email DMOORE@RYENY.GOV

The Mayor and the City Council
Rye City Hall
1051 Boston Post Road
Rye NY 10580

Dear Mr. Mayor and members of the City Council:

On Sunday, June 17, 2018 after our 10:00 am service, Christ's Church will have its semi - annual BBQ in both the church and rectory gardens. We would like to "close" the street between 8:30am and 12:30 pm. May we assume that, as in the past, the DPW will provide the barriers to properly address the street? We understand that in the event of an emergency the road will need to be accessible.

We are making this request as the event will take place on both sides of Rectory Street, and we are concerned about the safety of the children who will attend. We are troubled by the limited visibility on the street coming off of Milton Avenue. I have requested a certificate of insurance from our provider and have attached that as well.

Thank you for your assistance with this request. If you have any questions, please feel free to contact me.

Faithfully,

Dorothee R. Caulfield
Deacon & Parish Secretary

Rectory Street, Rye NY 10580
(914) 967-1749 ~ www.ccrye.org
(914) 967-0398 fax

