

## **CITY OF RYE**

### **NOTICE**

There will be a regular meeting of the City Council of the City of Rye on Wednesday, April 17, 2013, at 8:00 p.m. in Council Chambers at City Hall. *The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss personnel matters related to the City Manager's office.*

### **AGENDA**

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Approval of the election of the Chiefs of the Rye Fire Department.
5. Draft unapproved minutes of the regular meeting of the City Council held April 3, 2013.
6. Mayor's Management Report
  - Capital Projects Update
  - Legal Update
7. Discussion of the Rye Arts Center lease.
8. Discussion on the proposed revision of the Rules and Regulations of the City of Rye Police Department General Order #121.04 regarding a Social Media Policy.
9. Authorization to reject the previously accepted Police Uniform Bid and award the bid to the next qualified bidder.  
Roll Call.
10. Authorization for the City Manager to enter into an Agreement with All City Management Services (ACMS) for the outsourcing of school crossing guard services.  
Roll Call.
11. Resolution authorizing the refunding of \$5,540,000 of serial bonds of the City of Rye, Westchester County, New York as a cost saving measure.  
Roll Call.
12. Resolution to adopt a Financial Disclosure and Conflict of Interest form.
13. Resolution to adopt the Westchester County Fire Mutual Aid Plan.
14. Residents may be heard on matters for Council consideration that do not appear on the agenda.

15. Bid Award for Old Milton Road Drainage Project (Contract #2013-01).  
Roll Call.
16. Bid award for Dredging at the Rye Municipal Boat Basin (Contract #2013-02).  
Roll Call.
17. Resolution to declare certain City of Rye equipment and vehicles as surplus.  
Roll Call.
18. Miscellaneous communications and reports.
19. Old Business.
20. New Business.
21. Adjournment.

\* \* \* \* \*

The next regular meeting of the City Council will be held on Wednesday, May 8, 2013 at the **Square House** at 8:00 p.m.

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

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



# CITY COUNCIL AGENDA

NO. 4

DEPT.: Fire Department

DATE: April 17, 2013

CONTACT: Chief Michael Taylor

**AGENDA ITEM:** Approval of the election of the Chiefs of the Rye Fire Department.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** Approve the election of Michael Taylor as Chief of the Department, Peter Cotter as 1<sup>st</sup> Assistant Chief, and Michael Billington as 2<sup>nd</sup> Assistant Chief.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

**BACKGROUND:** At the April 8, 2013 Rye Fire Department Annual Meeting the following Chiefs were elected: Michael Taylor was elected Chief, Peter Cotter 1<sup>st</sup> Assistant Chief, and Michael Billington 2<sup>nd</sup> Assistant Chief, subject to the approval of the City Council in accordance with Article 13, Section 2 of the Rye City Charter.



# CITY COUNCIL AGENDA

NO. 5

DEPT.: City Clerk

DATE: April 17, 2013

CONTACT: Dawn Nodarse

**AGENDA ITEM** Draft unapproved minutes of the regular meeting of the City Council held April 3, 2013, as attached.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

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

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

**BACKGROUND:**

Approve the minutes of the regular meeting of the City Council held April 3, 2013, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on April 3, 2013 at 8:00 P.M.

PRESENT:

DOUGLAS FRENCH Mayor  
LAURA BRETT  
RICHARD FILIPPI (Left at 10:05 p.m.)  
PETER JOVANOVIICH  
JULIE KILLIAN  
CATHERINE F. PARKER  
JOSEPH A. SACK  
Councilmembers

ABSENT:     None

1.     Pledge of Allegiance

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

2.     Roll Call

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

3.     Recognition of Rye Recreation All Star Basketball Team

Mayor French congratulated the Rye Recreation 5<sup>th</sup> and 6<sup>th</sup> Grade All Star Basketball Team on their victory in the Westchester County Basketball Tournament. He presented proclamations for the players, their coaches and their Recreation Department Supervisor, who included: Chad Antico, Cameron Coleman, Troy Egan, Quinn Kelly, Brian Latkany, Matt McCarthy, Jack Neave, Sam Poole, Jack Tartaglia, Skylar Twyman, Parker Vanamee, Robby Angilletta, Josh Kirsch, Rashidi Lewis and Doug Scott.

4.     General Announcements

Announcements are made regarding upcoming events or meetings in the community.

5.     Draft unapproved minutes of the regular meeting of the City Council held March 20, 2013

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to approve the minutes of the regular meeting of the City Council held on March 20, 2013.

6. Mayor's Management Report

- Update from the Landmarks Advisory Committee

Jack Zahringer, the Chair of the Landmarks Committee, said that the Committee wants to report more fully at a later date, but they have had two experts come to examine the milestones regarding preserving them. They also want to talk to the Council about adopting the "Ithaca Law" and are working on preserving historic sites in the downtown area.

- Capital Projects Update

City Manager Pickup reported:

The Central Avenue Bridge – There is a lot of activity on site and things are moving along. There is siltation and stormwater control at the site, which will be part of the ongoing maintenance by the engineers. The project is on target.

The Sluice Gate – The next set of acceptance tests to be performed will be to use all of the on-site capabilities. In order to test elevation levels, false elevations will have to be created to make the system react. This should be the last set of tests.

Central Business District Projects – There are some drafts and the goal is to bring something to the Council before the summer. Due to the timing of other projects, it will be difficult to do this work during the summer.

Safe Routes to Schools Projects – These projects and the timing for them will be discussed at the joint meeting with the School District.

- Legal Update

Corporation Counsel Wilson reported:

*Silvester v. City of Rye, et al* – There are now eight defendants in this action involving a resident who walked into a plank of wood that was suspended from Highland Hall to a dumpster. Plaintiff has moved to strike many of the defendants' answers. Ms. Wilson and the County have been working closely on an argument for a motion to dismiss the matter.

New York State is changing the point system for Vehicle & Traffic Law violations and what prosecutors can plead matters down to, plus adding surcharges to other violations. This may impact the amount of money the City receives through the Court.

- Police Arbitration Decision

Councilman Jovanovich asked what the next step would be following the decision on the Police/City negotiations. City Manager Pickup said that the scope has been ruled on by PERB and briefs have been submitted by both sides. The panel will meet and hammer out the agreement and a decision could be received by late summer. That decision will be binding.

7. Resolution to amend the City of Rye's FOIL procedures

Corporation Counsel Wilson summarized the two proposed amendments to the current procedures: there will be one Records Access Officer (the City Clerk); and the City Manager would be the FOIL Appeals Officer. There is also a plan for the implementation of an electronic FOIL tracking system. Ms. Wilson said that she had spoken with Bob Freeman of the Committee on Open Government about the question raised at the previous meeting of designating someone outside of the City's employ as the FOIL Appeals Officer and he was not aware of any municipality that has done this. Mr. Freeman shared Ms. Wilson's concern that if the Appeals Officer is a body such as the Council, it would be subject to the Open Meetings Law in order to comply with the statutory 10-day appeals determination requirement, and his suggestion was to designate a person rather than a body.

There was a discussion among the Council regarding aspects of the tracking system and who should serve as the FOIL appeals officer other than the City Manager. The Council indicated a preference for the appeals process returning to them and considered the merits of having the entire Council serve as the Appellate body or just three members of the board. The consensus was that the entire Council should consider any appeals.

Councilwoman Brett made a motion, seconded by Councilwoman Killian to amend the City's FOIL procedures to read as follows:

Procedures for Public Access to the Records of the City of Rye

**Section 1. Purpose and Scope**

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

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

- (a) The City Clerk shall be the Records Access Officer responsible for assuring compliance with the FOIL regulations.
- (b) The records access officer shall be responsible for assuring appropriate responses to public requests for access to records. The records access officer shall assure that

appropriate personnel are adequately instructed in and properly perform the functions described in Sections 6 and 7 of these regulations and shall supervise the administration of these regulations.

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

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

**Section 4. Location.**

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

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

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

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

- (a) Requests for records shall be in writing (hard copy or electronically) in accordance with New York Public Officers Law. The custodian of the records has discretion to waive the requirement for written requests in appropriate circumstances.
- (b) If records are maintained on the internet, the requestor shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.
- (c) Officials shall respond to a request for records no more than five (5) business days after receipt of the request. This response will acknowledge receipt of request and indicate that the requestor will receive a response within twenty (20) business days unless otherwise noted. Any electronic requests received after 5:00 P.M. will be considered received by the City on the next business day.
- (d) A request for access to records should be sufficiently detailed to identify the records. Where possible, the requestor should supply information regarding dates, titles, file designations or other information which may help identify the records.
- (e) 1. A current list, by subject matter, of all records produced and retained in accordance with the Department of Education's State Archives Schedule MU-1, shall be maintained by the City Clerk and shall be available for public inspection and copying. The list shall be sufficiently detailed to permit the requestor to identify the file category of the records sought.



2. The subject matter list shall be updated periodically and the date of the most recent updating shall appear on the first page. The updating of the subject matter list shall not be less than semiannual.
  3. A duplicate copy of such current subject matter list shall be filed by each department with the City Clerk who shall consolidate and maintain all such current lists.
- (f) Appropriate personnel of the City of Rye shall assist the requestor in identifying requested records.
- (g) Upon locating the requested records, the appropriate personnel of the City of Rye shall, as promptly as possible, and within the time limits set in subsection (b) above, either:
- (1) Make the records available by either, (i) indicating a time and date when the records are available for review and inspection, or (ii) send the records electronically if the request was for electronic copies and the records can be sent electronically, or
  - (2) Deny access in whole or in part, and explain in writing the reasons therefore.
- (h) Upon failure to locate records, the appropriate official shall certify that:
1. The City of Rye is not the legal custodian of the requested records; or,
  2. The requested records, after diligent search, cannot be found.

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

- (a) A person who has requested access to the public records of the City of Rye shall be given full opportunity to see and inspect such records unless access is denied as provided in Section 8 herein.
- (b) The requestor may also make a copy of the records he/she inspects. No record may be removed from the office where it is located without written permission of the person in charge of the office at that time.
- (c) Upon request and payment of the established fee, if any, the appropriate officer or employee shall prepare and deliver a transcript of such records.
- (d) Upon request and payment of the established fee, if any, an appropriate official of the City of Rye shall certify as correct a transcript prepared by the custodian of the records.

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

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

- (b) If requested records are not provided promptly, as required in Section 6 (c) of these regulations, such failure shall also be deemed a denial of access. In such cases, appeals must be filed within thirty (30) days of the date by which the records were to be made available.
- (c) The time for deciding an appeal by the City Council shall commence upon receipt of a written appeal identifying:
  - 1. The date of the appeal.
  - 2. The date and location of the original record request.
  - 3. The records to which the requestor was denied access.
  - 4. Whether the denial of access was in writing or by failing to provide records in accordance with the applicable time periods.
  - 5. A copy of the written denial, if any.
  - 6. The name and return address (or email address) of the requestor.
- (d) The appeal shall be determined by the City Council within ten (10) business days of the receipt of the appeal. If the appeal is submitted via email, any emails received after 5:00 P.M. will be considered received on the next business day. Written notice of the determination shall be served upon the person requesting the record and the Committee on Open Government.
- (e) A person requesting an exception from disclosure, or an agency denying access to record, shall in all appeal proceedings have the burden of proving entitlement to the exception.
- (f) A proceeding to review an adverse determination upon appeal may be commenced pursuant to Article 78 of the Civil Practice Law and Rules in accordance with all applicable provisions of the law.

**Section 9. Fees.**

- (a) Except as otherwise specifically authorized by law, or by established practice prior to September 1, 1974, there shall be no fee charged for:
  - 1. Inspection of records;
  - 2. Search for records;
  - 3. Any certification pursuant to this part.
- (b) The fee for a photocopy transcript of records shall be 25 cents per single sided page for pages not exceeding 9 by 14 inches. The City has the authority to redact portions of a paper record in accordance with the Public Officers Law and does so prior to the disclosure of the record by making a photocopy from which the proper redactions are made.
- (c) The fee for photocopies of records exceeding 9 by 14 inches per page or any non-paper format (such as computer disk, microfilm, etc.) shall be the actual costs of reproduction, which shall be deemed to be the average unit cost for making such a photocopy,

excluding fixed costs such as operator salaries, except when a different rate is otherwise prescribed by statute.

- (d) The fee for a transcript that is typed, handwritten, or otherwise prepared by hand shall cover the clerical time involved in making the transcript, including comparison for accuracy.
- (e) The fee the City may charge for a copy of any other record is based on the actual cost of reproduction and may include only the following:
  - (1) an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; and
  - (2) the actual cost of the storage devices or media provided to the person making the request in complying with such request; or
  - (3) the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.
- (f) The City shall inform a person requesting a record of the estimated cost of preparing a copy of the record if more than two hours of an agency employee's time is needed, or if it is necessary to retain an outside professional service to prepare a copy of the record.
- (g) A person requesting a record shall pay the City the required fee for copying or reproducing the record in advance of the City preparing such copy.

**Section 10. Public Notice.**

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

**Section 11. Severability.**

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

**ROLL CALL:**

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

The Resolution was adopted by 4 votes in favor, 2 votes against and 1 abstention. The new procedures will go into effect on May 1, 2013.

8. Discussion of the “Development and Planning Standards” Intermunicipal Agreement Compliance for the Flood Mitigation Project at the Blind Brook Dam

City Manager Pickup said that part of the approval process to receive funding from the County for the Sluice Gate project is the adoption of the County standards for flood mitigation. He suggested that the Council seek input from some of the land use boards and the Flood Advisory Committee prior to taking action. Mr. Pickup noted that the City’s current Wetlands Law already addresses the majority of the issues raised and in some instances is more stringent than the regulations provided by the County.

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

**RESOLVED**, that the City Council of the City of Rye hereby refers the Development and Planning Standards of the Westchester County Flood Action Task Force to the Conservation Commission/Advisory Council (CC/AC), the Planning Commission and Flood Advisory Committee for their review and comment.

9. Resolution to transfer additional funds from the Contingency account to fund legal services for a Council investigation pursuant to Article 6, Section C6-3 of the City Charter entitled “Investigations”  
Roll Call.

Corporation Counsel Wilson said that this will cover the bills submitted by Brune & Richard for a period covering the last week of February through March. There was a discussion among the Council regarding whether the costs of the report had been covered in a previous transfer of funds and a requirement for obtaining authorization prior to any additional work being done.

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

**WHEREAS**, City staff has determined that the amounts required for the cost of legal services performed in February and March 2013 in connection with the investigation into the Rye Golf Club were not anticipated and were not provided for in the adopted 2013 budget by \$21,200; and

**WHEREAS**, the General Fund Contingent Account has a balance of \$186,000; now, therefore, be it

**RESOLVED**, that the City Comptroller is authorized to transfer \$21,200 from the General Fund Contingent Account to the City Council Legal Services Account.

**ROLL CALL:**

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

The Resolution was adopted by a 6-1 vote

10. Adoption of the 2013 County property tax rates

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

**RESOLVED**, that the tax rates for the amounts of Westchester County, Blind Brook Sewer District, Mamaroneck Valley Sewer District and Refuse Disposal District charges for the fiscal year beginning January 1, 2013, shall be as follows:

Westchester County

Levy	\$23,954,938
Taxable Assessed Value	137,815,445
Taxable Rate per \$1,000 Assessed Value	173.819

Blind Brook Sewer District

Levy	\$3,270,120
Taxable Assessed Value	140,772,398
Taxable Rate per \$1,000 Assessed Value	23.230

Mamaroneck Valley Sewer District

Levy	\$561,392
Taxable Assessed Value	19,108,381
Taxable Rate per \$1,000 Assessed Value	29.379

Refuse Disposal District No. 1

Levy	\$2,381,827
Taxable Assessed Value	140,279,179
Taxable Rate per \$1,000 Assessed Value	16.979

And be it further

**RESOLVED**, that the Council does hereby certify to the City Comptroller the above stated levies and tax rates for Westchester County, Blind Brook Sewer District, Mamaroneck Valley Sewer District and Refuse Disposal District No. 1 charges, and the City Comptroller is hereby directed to apportion and extend against each taxable property listed upon the assessment roll of the City of Rye for 2013 at the rates specified, the amount of taxes required to produce the total sums certified and to render tax notices for, and receive and collect, the several sums computed and determined, and, it is further

**RESOLVED**, that the tax warrant of Westchester County be signed by the Mayor and directed to the City Comptroller to collect the amount of said taxes with interest as provided by law and any special assessment heretofore authorized and approved.

ROLL CALL:

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

The Resolution was adopted by a 7-0 vote

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

*Jim Amico* asked about the status of additional crossing guards and spoke about issues relating to the use of longboard skateboards on City streets.

*John Duffy*, Chairman of the Golf Commission, spoke about issues related to the Golf Club, including giving the Commission more power and oversight in the running of the Club. There was a discussion about placing a discussion on increasing the powers and oversight of the Golf Commission on a future City Council agenda.

*Peter Marshall*, Chairman of the temporary Rye Golf Club Strategic Committee, provided an update on the progress of the Committee and said that they hoped to have an interim report for the Council this month.

*Dierdra Curran* said she has been told that after she spoke against the Sustainable Playland plan for running Playland at the last Council meeting, an email was sent out about her by a Councilmember with nonfactual information about her. Councilwoman Killian apologized to Ms. Curran for not checking with her about the facts before the email was sent out.

*Leon Sculti* spoke about several issues including the Golf Club, the Maximus Study, the City Manager, and FOIL requests.

12. Consideration of a request by Jim Amico of Rye Station Garage for the use of City streets for a 10<sup>th</sup> Anniversary celebration on Sunday, May 19, 2013 from 12:00 p.m. to 4:00 p.m.

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

**RESOLVED**, that the City Council of the City of Rye hereby approves the request of Jim Amico of Rye Station Garage for the use of City streets on Sunday, May 19, 2013 from 10:00 a.m. to 4:00 p.m. for a 10th Anniversary celebration.

13.    Designation of the Chairman of the Rye Playland Advisory Committee by the Mayor

Mayor French designated Garrick Gelinas to serve as Chairman of the Rye Playland Advisory Committee.

14.    One appointment to the Rye Cable and Communications Committee for a three-year term expiring on January 1, 2016, by the Mayor with Council approval

Mayor French made a motion, seconded by Councilwoman Parker and unanimously carried, to appoint Kate Conn to the Rye Cable and Communications Committee for a three-year term expiring on January 1, 2016.

15.    Miscellaneous Communications and Reports

City Manager Pickup said that Councilman Sack had asked for additional information regarding dredging at the Boat Basin and it will be available prior to the April 17<sup>th</sup> meeting.

16.    Old Business

There was nothing discussed under this topic.

17.    New Business

There was nothing discussed under this topic.

18.    Adjournment

There being no further business to discuss Councilman Jovanovich made a motion, seconded by Councilwoman Killian and unanimously carried, to adjourn into executive session to discuss the Golf Club Investigation and personnel issues related to the City Manager's office and not return into regular session at 10:25 p.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk





# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Council

DATE: April 17, 2013

CONTACT: Mayor Douglas French

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

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

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

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

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

- Capital Projects Update
- Legal Update



# CITY COUNCIL AGENDA

NO. 7

DEPT.: City Council

DATE: April 17, 2013

CONTACT: Mayor Douglas French

**AGENDA ITEM:** Discussion of the Rye Arts Center lease.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

**RECOMMENDATION:**

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

**BACKGROUND:** The Rye Arts Center signed a lease with the City of Rye in March of 1986 for a thirty-year term which will expire in 2016. The City must notify the Rye Arts Center by April 2015 about the intent to renew. The Center has served as an educational center for the arts and has offered many quality programs and classes. It has become the largest community art center in Westchester County.

See attached Lease Agreement and information from the Rye Arts Center.

March 19, 1986

LEASE

AGREEMENT made the <sup>April</sup>24 day of ~~March~~, 1986, between the City of Rye, a municipal corporation organized under the laws of the State of New York, located in Westchester County (hereinafter called "City"), and The Rye Art Center, Inc. a not-for-profit corporation organized under the laws of the State of New York (hereinafter called the "Art Center").

WHEREAS, the City owns certain land known as 51 Milton Road, also known as a portion of Sheet 146.11, Block 3, Lot 30 on the current tax assessment map of the City of Rye, including a building thereon (including any modifications or additions thereto erected with the permission of the City Council, the "Premises or Building"). A copy of the pertinent portion of the current tax assessment map of the City of Rye is attached hereto as Exhibit "A". Also attached hereto as Exhibit "B" is a copy of an aerial photograph of the subject property; and

WHEREAS, the Art Center desires to lease the Premises from the City in order to use the Building for an art center; and

WHEREAS, the City is willing to grant such a lease provided that, among other things, the Art Center, at the Art Center's sole expense, renovate, reconstruct, rehabilitate and expand the Building so that the Building may lawfully be used for such purpose;

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the City hereby leases to the Art Center the Premises, including the use and occupancy of the Building and the use in common with the City of the land, parking and driveways shown on Exhibit "B", upon the following terms and conditions, to which the Art Center

agrees to conform. The subject land, parking and driveways to be used in connection with the lease of the Premises are contained in an area outlined in red on Exhibit "B".

1. Prior to occupancy by the Art Center, the Building is to be renovated, reconstructed and rehabilitated by the Art Center in accordance with plans to be submitted to and approved by the City Council, which approval will not be unreasonably withheld, provided same comply with building code requirements and all applicable regulations. Such renovation, reconstruction and rehabilitation may include expansion of the building. On or before April 1, 1986, the Art Center will submit preliminary architectural and engineering plans to the City Council and take all steps necessary to secure the safety of the Building before work on renovation, construction, rehabilitation and expansion commences. Work will commence not later than June 30, 1986 and be completed by March 31, 1987, subject to any acts of God and to approval of plans prior to June 1, 1986. After initial completion of the Building, the Art Center shall, from time to time, be permitted, at its expense, to make repairs, alterations or further improvements to the Building provided same comply with all applicable laws, regulations and building codes, and are approved by the City Council. In addition, the building shall be maintained in compliance with the standards contained in Section 117-8 of the Rye City Code. Ordinary repairs will not require approval of the Council.

2. The Art Center represents that it will have obtained donations and pledges of donations sufficient to cover the cost of the necessary renovation, reconstruction, rehabilitation and expansion when such work commences. In addition, the Art Center further represents that it will have individual guarantees issued against such pledges for the purpose of obtaining a bank loan to fund the renovations, reconstruction, rehabilitation and expansion when such work commences. Copies of such guarantees will be filed with the Corporation Counsel for his review and approval.

3. The term of this lease is thirty (30) years, and shall begin upon approval of the plans by the City Council pursuant to paragraph 1 of this agreement. In consideration of the costs of the necessary renovation, reconstruction, rehabilitation and expansion, the annual rental is fixed at a nominal amount. That amount, One (\$1.00) Dollar, shall be paid to the City upon the signing of this lease agreement and annually thereafter on April 1st.

4. This agreement may be renewed after the thirty (30) year term at a negotiated rent. In establishing such rent the City will take into account the Art Center's capital contribution and its charitable nature. However, the Rye City Council, in its sole discretion, may determine not to renew this agreement. In such an event, a written notice of that determination must be served upon the Art Center at least one (1) year in advance of the expiration date of this agreement.

5. This agreement may be terminated by the City upon six (6) months advance notice if the renovation, reconstruction, and rehabilitation work is not commenced and completed as above provided or the building ceases to be used as an art center. The six (6) month notice period shall provide an opportunity for the Art Center to cure such failure in performance.

6. The Building shall be used as a center for arts in the community, and for related and incidental purposes, including instruction, exhibitions, general office and administration. The Art Center may lease space in the Building, either with or without charge, to other community organizations subject to the approval of the City Council. The making of space available on an occasional basis without a lease arrangement shall be cleared with the Rye City Manager.

7. During the term of this lease, the Art Center agrees that so long as the Building is maintained and operated by the Art Center, it will obtain at its sole cost and expense and continue in full force and effect for the joint benefit of the Art Center and

the City, public liability insurance covering the Building, and the operation thereof, with limits of at least \$1,000,000 for personal injury and \$250,000 for property damage, and that it will furnish the City annually with a certificate evidencing such insurance. The City shall be named as an additional insured on such policy of insurance. The limits of such coverage shall be reviewed every two years and adjusted as necessary to adequately protect both parties.

8. The Art Center will be responsible for capital construction costs of the Building, including associated site development, and of its furnishings and equipment.

9. During the term of this lease, the Art Center shall, at its sole cost and expense, maintain fire and extended coverage insurance on the Building for the joint benefit of the Art Center and the City in an amount from time to time sufficient to prevent coinsurance and shall furnish the City annually with certificates evidencing such coverage. In the event of partial or total destruction, the insurance proceeds shall be used to reconstruct the premises. However, if the City and the Art Center mutually determine reconstruction is not feasible, the proceeds shall first be used to clear the site and make it safe. The remaining proceeds will then be distributed to the City minus an amount to be paid to the Art Center to cover its capital contribution. That amount shall be a percentage of the total proceeds equal to the percentage of the market value of the building formed by the Art Center's actual capital investment in the premises. The market value of the property shall be determined by a real estate appraiser satisfactory to the parties.

10. The Art Center shall pay all maintenance and operating costs attributable to the building, including but not limited to repainting; floor refinishing; glazing and caulking; gutter and flashing repair and/or replacement; repair and/or replacement of mechanical or electrical systems or components; cost of electricity; gas and telephone service, and water. Real estate taxes shall not be payable by the Art Center, but the

Art Center shall be responsible for the payment of sewer and refuse taxes. Maintenance of grounds, including grass cutting, snow plowing and maintaining driveways, sidewalks and parking areas, shall be performed by the City at its expense.


11. The City shall seek special State legislation approving this lease. The City agrees to use its best efforts to obtain this legislation. Any delay in obtaining such legislation shall delay for the same period the dates applicable to the parties hereunder.

12. This lease shall remain in force and effect only so long as the Art Center remains a not-for-profit corporation exempt from taxes pursuant to Section 501(c)(3) of the U.S. Internal Revenue Code. Each year, a copy of the Art Center's 990 tax form will be submitted to the City Comptroller for review. If such exemption is lost by the Art Center, the City may terminate this lease in the same manner as provided in Paragraph 5 of this agreement, unless such termination results from a change in tax laws affecting other charitable organizations.

The Rye Art Center, Inc.

By 

City of Rye

By 

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

On the *18<sup>th</sup>* day of *April*, 1986, before me personally came *ALLAN G. SPERLING* to me known, who, being by me duly sworn, did depose and say that he resides at *No. KIRBY LANE, RYE N.Y.*; that he is the *CHAIRMAN* of the *BOARD* of Rye Art Center, the corporation described in and which executed the foregoing 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.

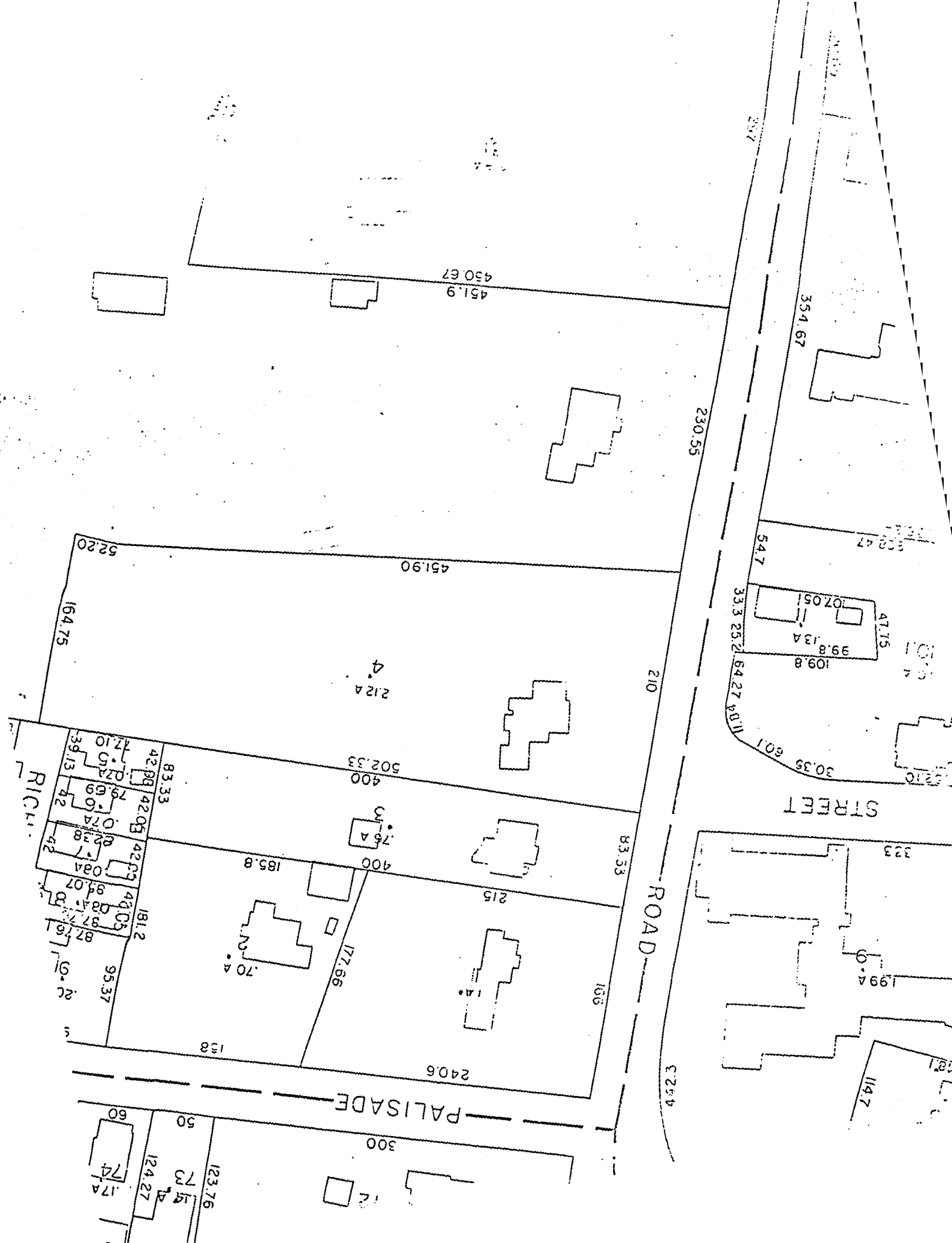
*Cynthia Scott*  
NOTARY PUBLIC  
CYNTHIA SCOTT  
Notary Public, State of New York  
No. 31-474257  
Qualified in New York County  
Commission expires March 30, 1987

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

On the *24<sup>th</sup>* day of April, 1986, before me personally came Frank J. Culross, to me known, who, being by me duly sworn, did depose and say that he resides at No. 40 Intervale Place, Rye, New York; that he is the City Manager of the City of Rye, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the City Council of said municipal corporation, and that he signed his name thereto by like order.

*Doris J. Colligan*  
NOTARY PUBLIC  
DORIS J. COLLIGAN  
NOTARY PUBLIC, State of New York  
No. 60-0708330  
Qualified in Westchester County  
Commission Expires March 30, 1987









## THE RYE ARTS CENTER COMMUNITY IMPACT SUMMARY

### **Background**

For over 50 years, The Rye Arts Center:

- Serves as the **only** multi-arts, multi-disciplinary center in lower Westchester County
- Provides music, visual arts, dance, ceramics, digital arts all under one roof easily accessible to Rye residents
- Provides quality arts education through its music and art school
- Serves as an arts and cultural destination for local residents as well as drawing visitors from throughout the county and tri-state area

### **Annual statistics (some examples):**

- Over 50,000 visitors come for classes, workshops, performances, Gallery visits
- 1600 students served in summer camp, fall and winter sessions
- 75-80% of our visitors and students are Rye residents
- 3-4 yearly performances in our Performing Arts Room draw 100-150 per event (e.g., Ogden Nash, Roger Ball, dramatic play reading, recitals)
- 6-8 Gallery exhibits draw 200-500 visitors per show (total of 1200-4000 visits)
- 200 parent docents for each Famous Artist session, twice year (800 parent visits) Famous Artists is then taught throughout the Rye elementary schools (2x year)

### **Outreach:** Funded entirely with private money

- **Seniors** includes: Parkinson's Dance program provides dance for seniors afflicted with Parkinson's (75 sessions per year), free concerts at the RAC, performances at senior nursing homes by teens from Rye High
- **Special needs**: Piloted a 2 week summer mini-camp for 10-20 special needs children
- **HeadStart**: host 140 children per week at RAC for 28 weeks of art/music education
- **Need-based scholarship** program supports 20 families who could not otherwise afford the arts
- Free community workshops tied to Gallery exhibits

### **Community Collaborations:**

- Rye YMCA rents from RAC offloading critical parking issue at YMCA
- Rye Pres. Nursery School and Christ Church extended day nursery school program at RAC to launch in Fall 2013
- Rye Rocks eARTh Day – collaboration with 10 Rye nonprofits
- Rye Golf Club Spotlight art program
- SPRYE
- Local business collaborations (Serendipity Labs, Pain Quo, Morgan's, etc.) RAC provides and coordinates local artists and businesses.

### **Financial Notes:**

- RAC is a revenue neutral/positive organization for the City. Annual contract service costs total no more than \$5000 per year. Parking permit revenue of approx. \$13,000 more than offsets this maintenance allocation to the City.
- Since 1986, The RAC has invested \$1.5MM in the facility (roof, elevator, stairs, windows, etc.)
- RAC anticipates future capital expenditures of \$75,000- \$100,000 over the next 5 years for its aging facility

## **Summary of The RAC's Impact**

- 1. RAC nurtures art/culture and inspires creativity/innovation both directly and through community collaborations. Through our programs, activities, and events, RAC draws thousands of out of town visitors to Rye and its downtown businesses.**
  - Schools serve 1600 children, youth, teen, adult, senior students who take advantage of hundreds of program offerings per year.
  - Gallery: Exhibits create Rye as an arts/cultural destination (e.g., NYT covered exhibits include sculpture show and abstract art show)
  - Painters on Location: a signature community event
  - Performing Arts: concerts, recitals, play readings by local performers
- 2. RAC provides much needed arts education programs....and the need is growing in all of Rye's schools**
  - Famous Artists docent training provided to all elementary schools
  - World Music program provides music instruction to all kindergarten grades in Rye
  - Music Outreach Now provides community service for middle and high school singers
  - High School Arts Council: a training ground for future leaders
  - RAC's grant funded arts education programs in Port Chester serve as a model for RAC's possible role in the schools as Rye children face increasing budget cuts to school drama, art, and music programs – beginning in 2013-14 school year.
- 3. RAC provides resources to other community organizations to meet their art, music, education and facility use needs (e.g., YMCA, nursery schools, local businesses, etc.)**
- 4. RAC provides human capital and a work force solely dedicated to creativity and innovation**
  - # employees: 7 full time, 1 part time, 50+ part time instructors,
  - Spotlight program provides local working artists with venues to exhibit their work



# CITY COUNCIL AGENDA

NO. 8

DEPT.: Police

DATE: April 17, 2013

CONTACT: William R. Connors, Police Commissioner

**AGENDA ITEM:** Consideration of proposed revision of the Rules and Regulations of the City of Rye Police Department: General Order #121.04.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

**RECOMMENDATION:** Approval of a new General Order #121.04, "Social Media."

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

**BACKGROUND:** The proposed new General Order #121.04 establishes a Department policy on social media and establishes guidelines for its use. Social media can be a potentially valuable means of assisting the Department in community outreach, investigative, crime prevention, and other efforts. The proposed General Order establishes policies for official use for Department-sanctioned communications. In addition, it recognizes the extensive role of social media in the lives of many employees, and provides guidelines and precautions for personal use.

The continual growth of social media in our society, as well as incidents involving other police departments, has shown the need for implementation of a Department-specific policy. The proposal has been developed based on industry-wide best practices.

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

## CITY OF RYE POLICE DEPARTMENT

General Order #121.04		New [ x ] Supersedes:	Revised [ x ]
Subject: Social Media			
Date Issued xx/xx/12	Date Effective xx/xx/12	Page 1 of 6	
Issuing Authority: William R. Connors, Police Commissioner			

### I. PURPOSE

The City of Rye Police Department endorses the secure use of social media to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. This policy establishes this department's position on the utility and management of social media and provides guidance on its management, administration, and oversight. This policy is not meant to address one particular form of social media, but rather social media in general, as advances in technology will occur and new tools will emerge.

### II. POLICY

Social media provides a new and potentially valuable means of assisting the department and its personnel in meeting community outreach, problem-solving, investigative, crime prevention, and related objectives. This policy identifies potential uses that may be explored or expanded upon as deemed reasonable by administrative and supervisory personnel. The department also recognizes the role that these tools play in the personal lives of some department personnel. The personal use of social media can impact department personnel in their official capacity. As such, this policy provides information of a precautionary nature as well as restrictions on certain uses of social media by department personnel.

### III. DEFINITIONS

*Blog:* A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments. The term is short for "Web log."

*Page:* The specific portion of a social media website where content is displayed, and managed by an individual or individuals with administrator rights.

*Post:* Content an individual shares on a social media site or the act of publishing content on a site.

*Profile:* Information that a user provides about himself or herself on a social networking site.

*Social Media:* A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites (Facebook, MySpace), microblogging sites (Twitter, Nixle), photo- and video-sharing sites (Flickr, YouTube), wikis (Wikipedia), blogs, and news sites (Digg, Reddit).

*Social Networks:* Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.

*Speech:* Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

*Web 2.0:* The second generation of the World Wide Web focused on shareable, user-generated content, rather than static web pages. Some use this term interchangeably with social media.

*Wiki:* Web page(s) that can be edited collaboratively.

#### **IV. ON-THE-JOB USE**

##### **A. Department-Sanctioned Presence**

1. If the Department determines that the use of social media technology is in Department's interest and will assist it in fulfilling its mission:
  - a. Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the agency's presence on the website.
  - b. Where possible, the page(s) should link to the department's official website.
  - c. Social media page(s) shall be designed for the target audience(s), such as youth or potential police recruits.
2. Procedures
  - a. All department social media sites or pages shall be approved by the Police Commissioner or his or her designee and shall be administered by the Staff Services/Information Technology Section or as otherwise determined.
  - b. Where possible, social media pages shall clearly indicate they are maintained by the department and shall have department contact information prominently displayed.
  - c. Social media content shall adhere to applicable laws, regulations, and policies, including all Police Department and City of Rye information technology and records management policies.
    - (1) Content is subject to public records laws. Any relevant records retention schedules will apply to social media content.
    - (2) Content should be managed, stored, and retrieved to comply with open records laws and e-discovery laws and policies.
  - d. Where possible, social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the department.

(1) Pages shall clearly indicate that posted comments will be monitored and that the department reserves the right to remove obscenities, off-topic comments, and personal attacks.

(2) Pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

3. Department-Sanctioned Use

a. Department personnel representing the department via social media outlets shall do the following:

(1) Conduct themselves at all times as representatives of the department and, accordingly, shall adhere to all department standards of conduct and observe conventionally accepted protocols and proper decorum.

(2) Identify themselves as members of the department.

(3) Not make statements about the guilt or innocence of any suspect or arrestee, or comments concerning pending prosecutions, nor post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to department training, activities, or work-related assignments without express written permission.

(4) Not conduct political activities or private business.

b. The use of department computers by department personnel to access social media is prohibited without authorization of the Police Commissioner or his or her designee.

c. Department personnel use of personally owned devices to manage the department's social media activities or in the course of official duties is prohibited without express permission.

d. Employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.

B. Potential Uses

1. Social media is a valuable investigative tool when seeking evidence or information about

a. missing persons;

b. wanted persons;

c. gang participation;

d. crimes perpetrated online (i.e., cyberbullying, cyberstalking); and

e. photos or videos of a crime posted by a participant or observer.

2. Social media can be used for community outreach and engagement by

a. providing crime prevention tips;

b. offering online-reporting opportunities;

c. sharing crime maps and data; and

d. soliciting tips about unsolved crimes (i.e., Crimestoppers, text-a-tip).

3. Social media can be used to make time-sensitive notifications related to such items as:



- a. road closures,
  - b. special events,
  - c. weather emergencies, and
  - d. missing or endangered persons.
- 4. Persons seeking employment and volunteer positions use the Internet to search for opportunities, and social media can be a valuable recruitment mechanism.
  - a. This department has an obligation to include Internet-based content, as appropriate, when conducting background investigations of job candidates.
  - b. Searches should be conducted by a non-decision maker. Information pertaining to protected classes shall be filtered out prior to sharing any information found online with decision makers.
  - c. Persons authorized to search Internet-based content should be deemed as holding a sensitive position.
  - d. Search methods shall not involve techniques that violate existing law.
  - e. Vetting techniques shall be applied uniformly to all candidates.
  - f. Every effort must be made to validate Internet-based information considered during the hiring process.

## **V. PERSONAL USE**

### **A. Precautions and Prohibitions**

Barring state law or binding employment contracts to the contrary, department personnel shall abide by the following when using social media.

- 1. Department personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships of this department for which loyalty and confidentiality are important, impede the performance of duties, impair discipline and harmony among coworkers, or negatively affect the public perception of the department.
- 2. As public employees, department personnel are cautioned that speech on- or off-duty, made pursuant to their official duties—that is, that owes its existence to the employee's professional duties and responsibilities—is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the department. Department personnel should assume that their speech and related activity on social media sites will reflect upon their office and this department.
- 3. Department personnel shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the Police Commissioner or his or her designee.

4. For safety and security reasons, department personnel are cautioned not to disclose their employment with this department nor shall they post information pertaining to any other member of the department without their permission. As such, department personnel are cautioned not to do the following:
  - a. Display department logos, uniforms, or similar identifying items on personal web pages.
  - b. Post personal photographs or provide similar means of personal recognition that may cause them to be identified as a police officer of this department. Officers who are, or who may reasonably be expected to work in undercover operations, shall not post any form of visual or personal identification.
5. When using social media, department personnel should be mindful that their speech becomes part of the worldwide electronic domain. Therefore, adherence to the department's code of conduct is required in the personal use of social media. In particular, department personnel are prohibited from the following:
  - a. Speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, any religion, or any protected class of individuals.
  - b. Speech involving themselves or other department personnel reflecting behavior that would reasonably be considered reckless or irresponsible.
6. Engaging in prohibited speech as noted herein may provide grounds for undermining or impeaching an officer's testimony in criminal proceedings. Department personnel thus sanctioned are subject to discipline up to and including termination of office.
7. Department personnel may not divulge information gained by reason of their authority; make any statements, speeches, appearances, and endorsements; or publish materials that could reasonably be considered to represent the views or positions of this department without express authorization.
8. Department personnel should be aware that they may be subject to civil litigation for:
  - a. publishing or posting false information that harms the reputation of another person, group, or organization (defamation);
  - b. publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person;
  - c. using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or
  - d. publishing the creative work of another, trademarks, or certain confidential business information without the permission of the owner.
9. Department personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.

10. Department personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the department at any time without prior notice.
11. Reporting violations—Any employee becoming aware of or having knowledge of a posting or of any website or web page in violation of the provision of this policy shall notify his or her supervisor immediately for follow-up action.



# CITY COUNCIL AGENDA

NO. 9

DEPT: Police Department

April 17, 2013

CONTACT: William R. Connors, Police Commissioner

**ACTION:** Authorization to reject the previously accepted Police Uniform Bid and award the contract to the next qualified bidder. (Contract #2013-03).

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,**

**CHAPTER**

**SECTION**

**RECOMMENDATION:** That the Council reject the accepted bid and award the contract to the New England Uniform LLC, the next qualified bidder for Police Uniforms (Contract #2013-03).

**IMPACT:** Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

**BACKGROUND:** The bid opening for Contract #2013-03 took place on March 4, 2013. Two bids were submitted and the contract was awarded to the lower bidder, New England Sportswear, Inc. at the City Council meeting of March 20, 2013. The City was made aware of a fraudulent document submitted as part of the New England Sportswear's bid packet on March 25, 2013 rendering their bid invalid. The Rye City Police Department commenced an investigation in conjunction with the Westchester District Attorney's Office resulting in a Felony Complaint charging the proprietor of New England Sportswear.

New England Uniform LLC is the next qualified bidder for the contract and meets the specifications of the bid. The City has confirmed with both the Blauer and Conqueror companies that New England Uniform LLC has a valid warranty for their products and is an authorized distributor. Due to this, Police Commissioner William R. Connors recommends that the City Council reject the accepted bid and award the contract to the next qualified bidder, New England Uniform LLC.

See attached.

DATE 3-1-2013

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

I hereby certify that the attached quote has been submitted without collusion with any other vendors of materials, supplies or equipment of the type described in these specifications and that the contents of the bid have been communicated by us, or to our best knowledge and belief, by any of our employees or agents, to any person not an employee or agent of our surety on any bond furnished herewith prior to the official opening of the quote.

Respectfully submitted,

Name New England Uniform LLC

Address 356 MAIN Street  
DANBURY CT 06810

Telephone 203-792-5256

FAX 203-792-0395

Noaman Asmar

## BID PROPOSAL

The undersigned hereby proposes to furnish Police Uniforms according to official specification for 35 officers. Items to be furnished to the following specifications:

### NO SUBSTITUTIONS WILL BE ACCEPTED

<u>Issue Item</u>	<u>Price</u>
Blauer style #8561P7 trousers, color navy, braid navy	\$ <u>79</u>
Blauer style 8810 (men's) – BDU pants	\$ <u>60</u>
Blauer style 8810W (women's) – BDU pants	\$ <u>60</u>
Long Sleeve Shirt, Blauer, French blue heather – Style #8900	\$ <u>48</u>
Short Sleeve Shirt, Blauer, French blue heather – Style #8910	\$ <u>46</u>
Long Sleeve Shirt, Blauer, French blue heather (women's) - #8900W	\$ <u>48</u>
Short Sleeve Shirt, Blauer, French blue heather (women's) - #8910W	\$ <u>46</u>
Long Sleeve Shirt, Blauer, White – Style #8900	\$ <u>48</u>
Short Sleeve Shirt, Blauer, White - Style #8910	\$ <u>46</u>
Black Turtlenecks, Elbeco #7702 with RPD monogram	\$ <u>25</u>
V-neck Commando Sweater, Blauer #200 – Black	\$ <u>68</u>
V-neck Commando Sweater, Blauer #210XCR – Black, with wind stopper liner	\$ <u>124</u>
Cruiser jacket, Blauer 9010Z	\$ <u>225</u>
Lightweight Bomber Jacket, Blauer, black & yellow	\$ <u>129</u>
Raincoat & Raincap, Newport Harbor Style #02230 with stencil	\$ <u>160</u>
Cap – Sentry #C1001 (Winter or Summer)	\$ <u>35</u>
Tie, 2-1/4" x 1/4", 100% wool knit, NYSPD style with choke proof metal clip	\$ <u>9</u>
Cool Mesh T-shirts – color White	\$ <u>25</u>
Gortex Trooper Style Winter Hat, Blauer #9111	\$ <u>30</u>
Point Blank Body Armor – Model BIIA; Lev IIA-male <i>HP01 ABA</i>	\$ <u>699</u>
Point Blank Body Armor – Model BIIA; Lev IIA- female <i>HP01 ABA</i>	\$ <u>699</u>
Point Blank Vision Ballistic Vest Cover	\$ <u>75</u>
Uniform Dress Blouse/Formal Blouse as per specifications on page 3 of bid proposal	\$ <u>260</u>
White Dress Gloves	\$ <u>4</u>
Olympic New York Zip Sleeve Jacket - #ONY673 – color Royal Blue	\$ <u>260</u>
Olympic Cycling Pants - #OCP588 – color Black	\$ <u>105</u>
Olympic Cycling Pants with liner - #OCP588 – color Black	\$ <u>124</u>
Olympic Ultraflex shorts - #ULT189 – color Black	\$ <u>86</u>
Sam Browne shoulder strap	\$ <u>36</u>
Sam Browne Gun Belt	\$ <u>65</u>
Safariland SSIII Holster	\$ <u>145</u>
Safariland Magazine Pouch – double	\$ <u>40</u>
Safariland Handcuff case	\$ <u>30</u>

New England Uniform Company LLC  
356 Main Street  
Danbury, CT 06810-5838

Safariland night stick holder	\$ 18
Safariland keepers	\$ 4 EACH
Safariland Key Ring	\$ 9
Safariland Mace holder	\$ 26
Safariland Nylon Gun Belt	\$ 40
Safariland Nylon Holster	\$ 140
Safariland Nylon Cuff Case	\$ 30
Safariland Nylon Magazine Pouch – double	\$ 30
Safariland Nylon Handcuff case	\$ — Double
Safariland Nylon Keepers	\$ 4 EACH
Bianchi Nylon OC Spray Holder	\$ 23
Bianchi Nylon Expandable Baton Holder	\$ 22
Bianchi Nylon Key Holder	\$ 9
Collar insignia, Silver R.P.D., 2 pair per officer, 3/8" shirt, 1/2" outer garment	\$ 14 PAIR
Collar insignia, Gold, D.E.T., 1 pair per detective, 3/8" shirt	\$ 15 PAIR
Collar insignia, Gold R.P.D., 1/2" outer garment (2 pair per Lt/Sgt/Det)	\$ 14 PAIR
Collar insignia, Gold Rank for shirts (2 pair per Lt/Sgt)	\$ 10 PAIR
Personalized Name Plates:	
Gold	\$ 12
Silver	\$ 12
Sgt. Chevrons on shirts and outer garments where required	\$ 6 PAIR
Hash Marks – all officers as required, priced per mark	
Blue/White on black – P.O./Sgt.	\$ 3
Gold/White for Lieuts., Shirts	\$ 3
Gold/Black for Lieuts., outer garments	\$ 3
Tailoring cost per garment for Chevrons/Hashmark	\$ N/C

**THE FOLLOWING ITEMS MAY BE SUBSTITUTED AT THE PURCHASER'S SOLE DISCRETION:**

Conqueror: Style T1775DN (ECO) Men's Cargo Pocket trousers	\$ 55
Conqueror: Style F1775DN (ECO) Women's Cargo Pocket trousers	\$ 55
Long Sleeve Shirt, Conqueror, French Blue: Style #1525FB(ECO)	\$ 48
Long Sleeve Shirt, Conqueror, French Blue: (women's) Style #L1525FB(ECO)	\$ 48
Short Sleeve Shirt, Conqueror French blue: Style #1825FB (ECO)	\$ 45
Short Sleeve Shirt, Conqueror, French blue (women's): Style #L1825FB (ECO)	\$ 45

**TRAINING UNIFORM (Embroidery - name & shield on the front, City of Rye Police on the back)**

Guildan Short Sleeve Polo (Navy)	\$ 39
Game 8070 Work Sweatshirt	\$ 65
Propper 5335 BDU (Ripstop) Trouser Tan	\$ 40



February 27<sup>th</sup> 2013

City of Rye Police Department  
21 McCullough Place  
Rye, NY 10580

To Whom It May Concern:

This letter is to confirm that all Blauer shirts and trousers are covered by a one-year warranty for defects in materials and workmanship. Blauer outerwear and rainwear are covered by a three-year warranty for defects in materials and workmanship.

All Blauer products purchased from New England Uniform Company are covered under these warranty policies.

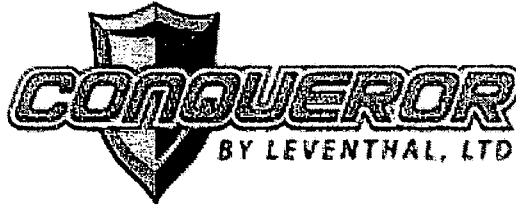
Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas W. Ames', with a long horizontal stroke extending to the right.

Thomas W. Ames  
Director of Marketing  
[tames@blauer.com](mailto:tames@blauer.com)  
617.536.6606 x 245

**New England Uniform Company LLC**  
356 Main Street  
Danbury, CT 06810-5838





February 15, 2013

New England Uniform Co.  
356 Main Street  
Danbury, CT 06810  
ATTN: Norman

REF: City of Rye Police Department, 1051 Boston Post Road, Rye, NY 10580

Dear Norman:

New England Uniform Co. is an authorized distributor of the Conqueror Brand by Leventhal Ltd.

And, at your request for the upcoming bid in Rye, New York (referenced above), Leventhal Ltd. will provide a warranty on new Leventhal Ltd. Conqueror Brand Garments purchased by New England Uniform Company for Rye Police Department that its styles will be free from defects in workmanship or materials for a period of 1 year provided the garments are properly cared for and cleaned following garment care tag labels.

Once product is returned via proper return authorization for inspection and, provided it is determined upon inspection there is a defect in workmanship or materials, Leventhal Ltd. shall repair or replace the garment at its discretion.

You may provide a copy of this letter to the City of Rye Police Department to accompany your bid.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Turino", written in a cursive style.

Joe Turino  
Vice President – National Sales  
Leventhal Ltd.

New England Uniform Company Ltd.  
356 Main Street  
Danbury, CT 06810-5833



# CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager

DATE: April 17, 2013

CONTACT: Scott Pickup, City Manager

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

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,**  
CHAPTER  
SECTION

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

**IMPACT:** ☐ Environmental ☒ Fiscal ☒ Neighborhood ☐ Other:

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

The Agreement is for a period commencing May 1, 2013 through June 30, 2014.

See attached documentation.

**AGREEMENT BETWEEN THE CITY OF RYE AND  
ALL CITY MANAGEMENT SERVICES, INC.  
FOR CROSSING GUARD SERVICES**

This AGREEMENT made and entered into this April 17, 2013 by and between the CITY OF RYE a municipal corporation, hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

**WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences May 1, 2013 and ends on June 30, 2014 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. The City of Rye Police Department agrees to assist Contractor with fingerprint and criminal background checks.
3. The City's representative in dealing with the Contractor shall be the City of Rye Police Department. The Contractor shall perform the contract at the direction of the Commissioner of Police or designated representative. The Contractor agrees to implement performance improvement measures or remove a crossing guard at the discretion of the Commissioner of Police.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall determine the ten (10) or more locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
7. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of New York and the City of Rye.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of New York and the City of Rye pertaining to general pedestrian safety in school crossing areas.

9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the City of Rye are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.
10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the Commissioner of Police or designee for the City of Rye.
12. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay the City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

13. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.
14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City of Rye.
15. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Twenty-six Dollars and Forty-four Cents (**\$26.44**) per hour, per guard. Contractor projects a Not to exceed cost of \$157,995 based upon 5,976 hours of service annually. The City agrees to a minimum of 5,900 hours of service billing annually, unless Contractor fails to perform services or contract is terminated. The Contractor shall make every reasonable effort to hire new Crossing Guards at a wage rate of \$16.00 per hour to \$18.00 per hour. If the contractor is successful, New Hire Guards shall be billed at a rate of \$21.56 per hour, per guard (based upon \$16.00 per hour wages) or \$24.00 per hour, per guard (based upon \$18.00 per hour wages).
16. The City of Rye shall have an option to renew this contract for an additional one year term at the same rate. In the event that this Agreement is extended beyond June 30, 2015, the compensation and terms for services shall be established by mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**City of Rye**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_



# CITY COUNCIL AGENDA

NO. 11

DEPT.: Finance

DATE: April 17, 2013

CONTACT: Joseph S. Fazzino, Acting City Comptroller

**AGENDA ITEM:** Resolution authorizing the refunding of \$5,540,000 of serial bonds of the City of Rye, Westchester County, New York as a cost saving measure.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

**RECOMMENDATION:** That the Mayor and Council approve the refunding of existing debt. The aggregate amount of estimated present value savings computed in accordance with Local Finance Law is roughly \$325,000 subject to changes in market interest rates.

**IMPACT:** ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

**BACKGROUND:** The Acting City Comptroller recommends that the following bonds be refunded:

- Bonds issued in 1998 for \$1,743,000 for improvements to the Rye Golf Club with a current outstanding balance of \$785,000.
- Bonds issued in 2005 for \$6,428,000 for public improvements with a current outstanding balance of \$4,755,000.

The total outstanding balance of these bonds is \$5,540,000; these can be refunded to generate a savings dependent upon market rates on the date of closing of roughly \$325,000.

See attached documentation and Resolution.



**SQUIRE SANDERS (US) L.L.P.**

30 Rockefeller Plaza  
New York, NY 10112

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Fax: +1.212.872.9815

**Direct Dial: +1.212.872.9862**  
**ltrialonas@ssd.com**

April 10, 2013

**VIA EMAIL**

Joseph S. Fazzino Jr.  
Acting City Comptroller  
City of Rye, Finance Department  
1051 Boston Post Road  
Rye, New York 10580

Re: City of Rye, New York  
Refunding Bond Resolution

Dear Joe:

Enclosed please find extracts from minutes of a meeting of the City Council of the City of Rye, New York (the "City") containing a refunding bond resolution authorizing the refunding of all or a portion of the City's outstanding Public Improvement (Serial) Bonds, 1998 Series B (Federally Taxable) and Public Improvement Serial Bonds, Series 2005. Upon the adoption of the resolution by at least two-thirds of the voting strength of the City Council, please have the extract page completed and the City Clerk's certificate completed, signed and sealed. The resolution and the attached estoppel notice should then be published in the City's official newspaper.

We will require receipt of a certified copy of the extracts containing the resolution and the newspaper affidavit of publication of the resolution and estoppel notice. The bond resolution and estoppel notice must be published at least 20 days before the refunding bonds are issued.

Please call me if you have any questions.

Very truly yours,

Lauren Trialonas

cc: Kenneth W. Bond, Esq.

**EXTRACTS FROM MINUTES OF MEETING OF THE CITY COUNCIL OF  
THE CITY OF RYE  
COUNTY OF WESTCHESTER, STATE OF NEW YORK**

*(Refunding Bond Resolution – 1998 Series B and Series 2005)*

A regular meeting of the City Council of the City of Rye, located in the county of Westchester, State of New York, was held at \_\_\_\_\_, New York, on \_\_\_\_\_, 2013 at \_\_\_\_ o'clock, \_\_\_\_\_.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

\* \* \* \* \*

Member \_\_\_\_\_ presented the following bond resolution and moved that it be adopted. The motion was seconded by Member \_\_\_\_\_. The City Council was polled. The motion was adopted by a vote of \_\_\_\_\_ affirmative votes (being at least two-thirds of the voting strength of the City Council of the City with \_\_\_\_\_ negative votes and \_\_\_\_ votes absent.



REFUNDING BOND RESOLUTION, DATED APRIL\_\_\_\_, 2013,  
AUTHORIZING THE ISSUANCE OF REFUNDING SERIAL BONDS  
OF THE CITY OF RYE, IN THE COUNTY OF WESTCHESTER,  
STATE OF NEW YORK, PURSUANT TO SECTION 90.10 OF THE  
LOCAL FINANCE LAW OF THE STATE OF NEW YORK,  
PROVIDING FOR OTHER MATTERS AND MAKING CERTAIN  
DETERMINATIONS IN RELATION THERETO AND PROVIDING  
FOR THE PAYMENT OF THE BONDS TO BE REFUNDED  
THEREBY.

-----  
WHEREAS, the City of Rye, located in the county of Westchester, State of New York (the  
“City”) previously issued \$1,743,000 principal amount of Public Improvement (Serial) Bonds 1998  
Series B (Federally Taxable) (the “Series 1998 Bonds”) pursuant to a certificate of determination of  
the City Comptroller (sometimes referred to herein as the “Chief Fiscal Officer”), which Series 1998  
Bonds are dated September 15, 1998 and matured or mature in annual installments on September 15  
in each of the years 2000-2018, inclusive, as follows:

\$48,000 in the year 2000,  
\$55,000 in the year 2001,  
\$55,000 in the year 2002,  
\$60,000 in the year 2003,  
\$65,000 in the year 2004,  
\$70,000 in the year 2005,  
\$70,000 in the year 2006,  
\$75,000 in the year 2007,  
\$80,000 in the year 2008,  
\$85,000 in the year 2009,  
\$90,000 in the year 2010,  
\$100,000 in the year 2011,  
\$105,000 in the year 2012,  
\$110,000 in the year 2013,  
\$120,000 in the year 2014,  
\$125,000 in the year 2015,  
\$135,000 in the year 2016,  
\$145,000 in the year 2017, and  
\$150,000 in the year 2018

WHEREAS, the Series 1998 Bonds were authorized pursuant to one or more serial bond resolutions duly adopted by the City Council of the City for the objects or purposes described therein and delegated to the Chief Fiscal Officer the power to prescribe the terms, form and contents of and to sell and deliver such serial bonds of the City; and

WHEREAS, \$785,000 aggregate principal amount of the Series 1998 Bonds currently remain outstanding and unredeemed as of the date hereof; and

WHEREAS, it is hereby determined to be in the public interest of the City to refund all or a portion of the outstanding Series 1998 Bonds, by the issuance of the refunding bonds authorized herein pursuant to Section 90.10 of the Local Finance Law (the “Series 1998 Refunding Bonds”); and

WHEREAS, the City previously issued \$6,428,000 principal amount of Public Improvement Serial Bonds, Series 2005 (Tax-Exempt) (the “Series 2005 Bonds”) pursuant to a certificate of determination of the City Comptroller, which Series 2005 Bonds are dated December 15, 2005 and matured or mature in annual installments on December 15 in each of the years 2006-2025, inclusive, as follows:

\$213,000 in the year 2006,  
\$220,000 in the year 2007,  
\$230,000 in the year 2008,  
\$240,000 in the year 2009,  
\$250,000 in the year 2010,  
\$255,000 in the year 2011,  
\$265,000 in the year 2012,  
\$275,000 in the year 2013,  
\$290,000 in the year 2014,  
\$305,000 in the year 2015,  
\$315,000 in the year 2016,  
\$330,000 in the year 2017,  
\$350,000 in the year 2018,  
\$365,000 in the year 2019,  
\$380,000 in the year 2020,  
\$395,000 in the year 2021,

\$410,000 in the year 2022,  
\$430,000 in the year 2023,  
\$445,000 in the year 2024, and  
\$465,000 in the year 2025

WHEREAS, the Series 2005 Bonds were authorized pursuant to one or more serial bond resolutions duly adopted by the City Council of the City for the objects or purposes described therein and delegated to the Chief Fiscal Officer the power to prescribe the terms, form and contents of and to sell and deliver such serial bonds of the City; and

WHEREAS, \$4,755,000 aggregate principal amount of the Series 2005 Bonds currently remain outstanding and unredeemed as of the date hereof; and

WHEREAS, it is hereby determined to be in the public interest of the City to refund all or a portion of the outstanding Series 2005 Bonds, by the issuance of the refunding bonds authorized herein pursuant to Section 90.10 of the Local Finance Law (the “Series 2005 Refunding Bonds”); and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RYE, IN THE COUNTY OF WESTCHESTER, STATE OF NEW YORK (BY THE AFFIRMATIVE VOTE OF NOT LESS THAN TWO-THIRDS OF THE VOTING STRENGTH OF CITY COUNCIL OF THE CITY), AS FOLLOWS:

Section 1. For the purpose of refunding all or a portion of the \$785,000 outstanding principal amount of the Series 1998 Bonds and all or a portion of the outstanding \$4,755,000 Series 2005 Bonds, providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized shall be sufficient to pay: (i) the refunded principal amount of the Series 1998 Bonds and Series 2005 Bonds (collectively, the “Refunded Bonds”); (ii) the aggregate amount of the unmatured interest payable on the Refunded Bonds to and including the date on which any series of the Refunded Bonds which are callable are to

be redeemed prior to their respective maturities in accordance with the Refunding Financial Plan (as hereinafter defined) and attached hereto as Exhibit B; (iii) the costs and expenses incidental to the issuance of the Series 1998 Refunding Bonds and the Series 2005 Refunding Bonds (collectively, the "Refunding Bonds") as hereinafter authorized and as described in Exhibit A, including without limitation, the development of the Refunding Financial Plan, costs and expenses of executing and performing the terms and conditions of the Escrow Contract (as hereinafter defined), and any securities supply contract, the premium with respect to any bond insurance policy or policies acquired with respect to the Refunding Bonds (as defined below), discount or compensation of underwriters, fees of bond counsel and financial advisors, rating agency fees, printing and service agency fees and expenses, and fees and charges of the Escrow Holder (as hereafter described); and (iv) the redemption premium, if any, to be paid on any series of the Refunded Bonds which are to be called prior to their respective maturities; there are hereby authorized to be issued in one or more series not exceeding \$7,500,000 aggregate principal amount of refunding serial bonds of the City pursuant to the provisions of Section 90.10 of the Local Finance Law, it being anticipated that the par amount of Refunding Bonds actually to be issued will be approximately \$5,245,000 as provided in Section 4 hereof. The proposed principal amounts and dates of maturity of such Refunding Bonds are set forth in the Refunding Financial Plan attached hereto.

Section 2. It is hereby determined pursuant to Section 90.10 that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph (b) of Section 90.10 of the Local Finance Law with respect to each series of the Refunded Bonds;

(b) the aggregate amount of estimated present value savings computed in accordance with subparagraph (a) of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law is

not expected to be less than three percent (3.0%) of debt service on the Refunded Bonds paid to stated maturity.

(c) The City Council is hereby authorized and directed to enter into an escrow contract (the “Escrow Contract”) with a bank or trust company located and authorized to do business in this State as the City Council shall designate (the “Escrow Holder”) for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law. In addition, the Escrow Contract may include a forward supply or purchase contract or agreement as part thereof or as a separate agreement for the provision of acquiring obligations of the United States of America or unconditionally guaranteed by the United States of America or other obligations or instruments qualified under Section 90.10 of the Local Finance Law or may be necessary for the completion of the Refunding Financial Plan. The Escrow Contract shall contain such terms and conditions as shall be necessary or required, including terms and conditions required for the completion of the Refunding Financial Plan, including provisions for the Escrow Holder, without further authorization or direction from the City Council of the City, except as otherwise provided therein, including, without limitation, (i) to make all required payments of principal, interest and any redemption premiums to appropriate paying agents with respect to the Refunded Bonds, (ii) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the Refunding Financial Plan, and of executing and performing the terms and conditions of the Escrow Contract by the Escrow Holder, (iii) at the appropriate time or times, to cause to be given on behalf of the City in the manner provided by law the notice of redemption authorized to be given pursuant to Section 8 hereof, and (iv) to invest the moneys held by the Escrow Holder pursuant to the terms of the Escrow Contract and consistent with the provisions of the Refunding Financial Plan. The

Escrow Contract shall be irrevocable and shall constitute a covenant with the owners of the Refunding Bonds.

(d) The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt, shall be placed in escrow by the City with the Escrow Holder pursuant to the terms of the Escrow Contract. All moneys held by the Escrow Holder shall be invested only in direct obligations of the United States of America, in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or in obligations or instruments qualified under Section 90.10 of the Local Finance Law, which obligations or instruments shall mature or be subject to redemption at the option of the Escrow Holder not later than the respective dates when such moneys will be required to make payments in accordance with the Escrow Contract and the Refunding Financial Plan. Any such moneys remaining in the custody of the Escrow Holder after the performance in full of the Escrow Contract by the Escrow Holder shall be returned to the City and shall be applied by the City Comptroller to the payment of the principal of or interest on the Refunding Bonds then outstanding, to the payment of any amounts required to be paid to the United States of America in connection of with the refunding of the Refunding Bonds or to the payment of or reimbursement for the costs of issuance or other administrative costs incurred in connection with the issuance of the Refunding Bonds. In connection with the investment of moneys held by the Escrow Holder under the Escrow Contract, the City Comptroller is authorized to execute on behalf of the City any forward purchase or supply contract for the purchase or supply of the securities described in this subsection (d) at a date subsequent to the delivery of the Refunding Bonds, as is needed to accomplish the purposes of the Refunding Financial Plan.

Section 3. It is hereby determined that the maximum period or periods of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each of the objects or purposes for which the Refunded Bonds were issued is no less than as shown in the Certificates of Determination of the City Comptroller incorporated by reference herein and made a part of this resolution taking into account the earlier of the original date of issuance of any such series of serial bonds or bond anticipation notes funded by such series of Refunded Bonds; and

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit B attached hereto and made a part hereof. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount of \$5,245,000 if fully issued and will mature, be of such terms, and bear such interest as set forth in the Refunding Financial Plan. The City Council of the City recognizes that the principal amount of the Refunding Bonds, the series, maturities, terms, interest rate or rates borne by the Refunding Bonds, the provisions for redemption thereof prior to maturity and whether or not all of the Refunding Bonds will be insured, and the resulting present value savings are likely to vary from such assumptions and that the Refunding Financial Plan will likely vary from that attached hereto as Exhibit B. The City Comptroller is hereby authorized and directed to determine the principal amount of the Refunding Bonds to be issued, the series and designation or designations thereof, the time or times of the sale thereof, the maturities and terms thereof, the provisions relating to the redemption of the Refunding Bonds prior to maturity, if any, the rate or rates of interest to be borne thereby, whether or not the Refunding Bonds will be insured in whole or in part or uninsured, and to

prepare, or cause to be provided, a final Refunding Financial Plan, all in accordance herewith, and all powers in connection therewith may be exercised by the City Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The City Council shall file a copy of a certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the City Clerk within ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The faith and credit of the City are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on the Refunding Bonds becoming due and payable in such year. To the extent that the same are not paid from other sources, there shall be annually levied on all the taxable real property in the City a tax sufficient to pay the principal of and interest on the Refunding Bonds as the same become due and payable.

Section 6. Proceeds from the sale of the Refunding Bonds, including any accrued interest and, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Refunded Bonds, including any redemption or call premiums, in accordance with the Refunding Financial Plan, shall be irrevocably committed and pledged to such purpose and the owners of the Refunded Bonds shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. The pledge and lien provided by this resolution shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding against all parties having claims of any kind in tort, contract, equity, at law



or otherwise against the City irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledge and lien, need be filed or recorded.

Section 7. In accordance with the terms of the Refunded Bonds and the provisions of Section 53.00 and of paragraph (h) of Section 90.10 of the Local Finance Law, and subject only to the issuance of the Refunding Bonds, as herein authorized, the City hereby elects to call in and redeem (i) all or a portion of the Series 1998 Bonds maturing on and after September 15, 2013 on May 15, 2013 and (ii) all or a portion of the Series 2005 Bonds maturing on and after December 15, 2015 on December 15, 2014. The sum to be paid therefor on such redemption dates shall be the par value thereof plus the redemption premium, if any, as provided in the issuance proceedings for the Series 1998 Bonds and the Series 2005 Bonds and the accrued interest to such redemption date. The Escrow Holder is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the City in the manner and within the times provided in the issuance proceedings for the Series 1998 Bonds and the Series 2005 Bonds. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the applicable portion of the Series 1998 Bonds and the Series 2005 Bonds and direction to the Escrow Holder to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the notice, requirements of paragraph (a) of Section 53.00 of the Local Finance Law, or any successor law thereto. It is hereby determined that with respect to the series of Refunded Bonds to be called in and redeemed as provided in this Section 7, it is to the financial advantage of the City not to charge, impose and collect or receive from registered owners of the Refunded Bonds mailing, shipping, insurance or other similar charges

in connection with such redemption or calls. Accordingly, pursuant to paragraph (c) of Section 70.00 of the Local Finance Law, no such charges shall be so charged, collected or received by the Chief Fiscal Officer, as fiscal agent.

Section 8. The Refunding Bonds may be sold at either a private or competitive sale and the City Comptroller is hereby authorized to execute a purchase contract on behalf of the City Comptroller for the sale of the Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller and further provided that, prior to the issuance of the Refunding Bonds the City Council shall have filed with the City Clerk a certificate approved by the State Comptroller pursuant to subdivision 2 of paragraph (g) of Section 90.10 of the Local Finance Law setting forth the present value savings to the City resulting from the issuance of the Refunding Bonds. In connection with such sale, the City Council of the City hereby authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is executed and available for distribution, all in accordance with applicable State and Federal securities laws, rules and regulations.

Section 9 The City Council of the City hereby appoints the law firm of Squire Sanders (US) LLP of New York, New York, as bond counsel in connection with the issuance and sale of the Refunding Bonds. The City Council of the City hereby appoints the firm of New York Municipal Advisors Corp. of Syosset, New York, as financial advisor in connection with the issuance and sale of the Bonds. The power to appoint the Escrow Holder, as that term is referred to herein, and a senior managing underwriter for the sale of the Refunding Bonds if sold at private sale, is hereby delegated to the City Comptroller of the City, as chief fiscal officer of the City.

Section 10. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Refunding Bonds shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the taxable real property within the City, without limitation as to rate or amount.

Section 11. The City Comptroller, pursuant to Sections 50.00, 90.00, 90.10 and 168.00 of the Local Finance Law, and all other officers, employees and agents of the City are hereby authorized and directed for and on behalf of the City to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including to correct or amend the documents and certificates authorized to complete the transactions contemplated by this resolution.

Section 12. All other matters pertaining to the terms, issuance and sale of the Refunding Bonds consistent with the provisions of Section 90.10 of the Local Finance Law shall be determined by the City Comptroller and the powers in connection therewith not otherwise heretofore delegated thereto are hereby delegated to the City Comptroller.

Section 13. The City intends to issue the obligations authorized by this resolution to finance the costs of the purposes described herein for the completion of the Refunding Financial Plan. The City covenants for the benefit of the holders of the Refunding Bonds that it will not make any use of (a) the proceeds of the Refunding Bonds, any funds reasonably expected to be used to pay the principal of or interest on the Refunding Bonds or any other funds of the City, and (b) the purposes financed with the proceeds of the Series 1998 and Series 2005 Refunding Bonds, which would cause the interest on which to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on

corporations by Section 55 of the Code), or subject the City to any penalties under Section 148 of the Code, and that it will not take any action or omit to take any action with respect to the Refunding Bonds or the proceeds thereof, if such action or omission would cause the interest on the Series 2005 Refunding Bonds to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by Section 55 of the Code), or subject the City to any penalties under Section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Refunding Bonds or any other provision hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of the Refunding Bonds may be applied to reimburse expenditures or commitments made for the purposes on or after a date which is not more than sixty (60) days prior to the adoption date of this resolution by the City.

Section 14. For the benefit of the holders and beneficial owners from time to time of the Refunding Bonds, the City agrees, in accordance with and as an obligated person with respect to the Refunding Bonds under, Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934 (the “Rule”), to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Comptroller is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the Refunding Bonds in accordance with

the Rule, with any changes or amendments that are not inconsistent with this resolution and not substantially adverse to the City and that are approved by the City Comptroller on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed, collectively by this paragraph and the Commitment, shall be the City's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Comptroller is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Comptroller shall consult with, as appropriate, the City Corporation Council and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Corporation Council or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 15. The validity of the Refunding Bonds may be contested only if such obligations are authorized for objects or purposes for which the City is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this resolution, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of publication, or if said obligations are authorized in violation of the provisions of the Constitution of New York.

Section 16. When this bond resolution takes effect, it shall be published in full by the City Clerk, together with a notice in substantially the form prescribed by Section 81.00 of the Local

Finance Law, and such publication shall be in \_\_\_\_\_ a newspaper having a general circulation in the City and which is hereby designated as the official newspaper of the City for such purpose.

Section 17. This bond resolution shall take effect immediately upon its adoption by the City Comptroller of the City.

City of Rye, New York

Exhibit A to the Refunding Bond Resolution,

Dated April\_\_\_\_, 2013,

of the City of Rye

in the County of Westchester, State of New York

\$830,000 Public Improvement Refunding Serial Bonds (Federally Taxable) - Estimated Debt Service

<u>Maturity Date</u>	<u>Principal Amount</u>
9/15/2013	\$120,000
9/15/2014	140,000
9/15/2015	140,000
9/15/2016	140,000
9/15/2017	145,000
9/15/2018	145,000

\$4,415,000 Public Improvement Refunding Serial Bonds - Estimated Debt Service

<u>Maturity Date</u>	<u>Principal Amount</u>
12/15/2013	\$20,000
12/15/2014	40,000
12/15/2015	350,000
12/15/2016	355,000
12/15/2017	365,000
12/15/2018	375,000
12/15/2019	385,000
12/15/2020	395,000
12/15/2021	405,000
12/15/2022	415,000
12/15/2023	425,000
12/15/2024	435,000
12/15/2025	450,000

Exhibit B to the Refunding Bond Resolution,

dated April \_\_, 2013

of the City of Rye,

County of Westchester, State of New York

Refunding Financial Plan



I, **DAWN NODARSE**, Clerk of the City of Rye, located in the County of Westchester, State of New York (the "City"), HEREBY CERTIFY as follows:

1. A regular meeting of the City Council of the City was duly held on \_\_\_\_\_, 2013, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of the City Council of the City.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the City Council of the City who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this \_\_\_\_ day of April, 2013.

(SEAL)

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**DAWN NODARSE**  
City Clerk  
City of Rye, New York

CITY OF RYE  
COUNTY OF WESTCHESTER, NEW YORK

ESTOPPEL NOTICE

The resolution published herewith was adopted by the City Council of the City of Rye, located in the County of Westchester, State of New York (the “City”) on\_\_\_\_\_, 2013. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this resolution, or such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: \_\_\_\_\_, 2013

/s/ \_\_\_\_\_

**DAWN NODARSE**

City Clerk

City of Rye, New York

## SUMMARY OF BONDS REFUNDED

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 1998B Bonds:					
SERIALS	09/15/2013	6.200%	110,000.00	05/15/2013	100.000
	09/15/2014	6.250%	120,000.00	05/15/2013	100.000
	09/15/2015	6.300%	125,000.00	05/15/2013	100.000
	09/15/2016	6.300%	135,000.00	05/15/2013	100.000
	09/15/2017	6.300%	145,000.00	05/15/2013	100.000
	09/15/2018	6.300%	150,000.00	05/15/2013	100.000
			785,000.00		

## SUMMARY OF BONDS REFUNDED

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2005 Bonds:					
SERIALS	12/15/2015	3.875%	305,000.00	12/15/2014	100.000
	12/15/2016	3.875%	315,000.00	12/15/2014	100.000
	12/15/2017	3.875%	330,000.00	12/15/2014	100.000
	12/15/2018	3.875%	350,000.00	12/15/2014	100.000
	12/15/2019	3.875%	365,000.00	12/15/2014	100.000
	12/15/2020	3.875%	380,000.00	12/15/2014	100.000
	12/15/2021	3.875%	395,000.00	12/15/2014	100.000
	12/15/2022	3.875%	410,000.00	12/15/2014	100.000
	12/15/2023	4.000%	430,000.00	12/15/2014	100.000
	12/15/2024	4.000%	445,000.00	12/15/2014	100.000
	12/15/2025	4.000%	465,000.00	12/15/2014	100.000
			4,190,000.00		

## SOURCES AND USES OF FUNDS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

## Sources:

## Bond Proceeds:

Par Amount	4,415,000.00
Premium	81,395.05

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4,496,395.05

## Uses:

## Refunding Escrow Deposits:

Cash Deposit	0.34
SLGS Purchases	4,423,105.00
	<hr/> 4,423,105.34

## Delivery Date Expenses:

Cost of Issuance	50,000.00
Underwriter's Discount	22,075.00
	<hr/> 72,075.00

## Other Uses of Funds:

Additional Proceeds	1,214.71
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4,496,395.05

## SUMMARY OF REFUNDING RESULTS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Dated Date	06/15/2013
Delivery Date	06/15/2013
Arbitrage yield	2.117836%
Escrow yield	0.198689%
Bond Par Amount	4,415,000.00
True Interest Cost	2.188940%
Net Interest Cost	2.215830%
Average Coupon	2.391165%
Average Life	7.663
Par amount of refunded bonds	4,190,000.00
Average coupon of refunded bonds	3.933160%
Average life of refunded bonds	7.922
PV of prior debt to 06/15/2013 @ 2.117836%	4,734,967.47
Net PV Savings	239,787.13
Percentage savings of refunded bonds	5.722843%
Percentage savings of refunding bonds	5.431192%

## SAVINGS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 06/15/2013 @ 2.1178361%
12/31/2013	82,018.75	70,159.38	11,859.37	11,735.10
12/31/2014	164,037.50	140,018.76	24,018.74	23,600.01
12/31/2015	469,037.50	449,418.76	19,618.74	18,936.78
12/31/2016	467,218.76	447,418.76	19,800.00	18,686.69
12/31/2017	470,012.50	450,318.76	19,693.74	18,175.90
12/31/2018	477,225.00	453,018.76	24,206.24	21,789.91
12/31/2019	478,662.50	455,518.76	23,143.74	20,381.15
12/31/2020	479,518.76	457,818.76	21,700.00	18,694.40
12/31/2021	479,793.76	459,918.76	19,875.00	16,748.69
12/31/2022	479,487.50	459,793.76	19,693.74	16,228.70
12/31/2023	483,600.00	459,418.76	24,181.24	19,463.96
12/31/2024	481,400.00	458,793.76	22,606.24	17,794.75
12/31/2025	483,600.00	462,375.00	21,225.00	16,336.37
	5,495,612.53	5,223,990.74	271,621.79	238,572.42

Savings Summary

PV of savings from cash flow	238,572.42
Plus: Refunding funds on hand	1,214.71
Net PV Savings	239,787.13

## BOND PRICING

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	12/15/2013	20,000	1.500%	0.600%	100.448
	12/15/2014	40,000	1.500%	0.700%	101.191
	12/15/2015	350,000	2.000%	0.810%	102.939
	12/15/2016	355,000	2.000%	0.960%	103.571
	12/15/2017	365,000	2.000%	1.110%	103.896
	12/15/2018	375,000	2.000%	1.360%	103.380
	12/15/2019	385,000	2.000%	1.630%	102.273
	12/15/2020	395,000	2.000%	1.880%	100.835
	12/15/2021	405,000	2.500%	2.110%	103.020
	12/15/2022	415,000	2.500%	2.310%	101.612
	12/15/2023	425,000	2.500%	2.500%	100.000
	12/15/2024	435,000	2.625%	2.625%	100.000
	12/15/2025	450,000	2.750%	2.750%	100.000
		4,415,000			

Dated Date	06/15/2013	
Delivery Date	06/15/2013	
First Coupon	12/15/2013	
Par Amount	4,415,000.00	
Premium	81,395.05	
Production	4,496,395.05	101.843602%
Underwriter's Discount	-22,075.00	-0.500000%
Purchase Price	4,474,320.05	101.343602%
Accrued Interest		
Net Proceeds	4,474,320.05	



## BOND DEBT SERVICE

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2013	20,000	1.500%	50,159.38	70,159.38	70,159.38
06/15/2014			50,009.38	50,009.38	
12/15/2014	40,000	1.500%	50,009.38	90,009.38	140,018.76
06/15/2015			49,709.38	49,709.38	
12/15/2015	350,000	2.000%	49,709.38	399,709.38	449,418.76
06/15/2016			46,209.38	46,209.38	
12/15/2016	355,000	2.000%	46,209.38	401,209.38	447,418.76
06/15/2017			42,659.38	42,659.38	
12/15/2017	365,000	2.000%	42,659.38	407,659.38	450,318.76
06/15/2018			39,009.38	39,009.38	
12/15/2018	375,000	2.000%	39,009.38	414,009.38	453,018.76
06/15/2019			35,259.38	35,259.38	
12/15/2019	385,000	2.000%	35,259.38	420,259.38	455,518.76
06/15/2020			31,409.38	31,409.38	
12/15/2020	395,000	2.000%	31,409.38	426,409.38	457,818.76
06/15/2021			27,459.38	27,459.38	
12/15/2021	405,000	2.500%	27,459.38	432,459.38	459,918.76
06/15/2022			22,396.88	22,396.88	
12/15/2022	415,000	2.500%	22,396.88	437,396.88	459,793.76
06/15/2023			17,209.38	17,209.38	
12/15/2023	425,000	2.500%	17,209.38	442,209.38	459,418.76
06/15/2024			11,896.88	11,896.88	
12/15/2024	435,000	2.625%	11,896.88	446,896.88	458,793.76
06/15/2025			6,187.50	6,187.50	
12/15/2025	450,000	2.750%	6,187.50	456,187.50	462,375.00
	4,415,000		808,990.74	5,223,990.74	5,223,990.74

## BOND SUMMARY STATISTICS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Dated Date	06/15/2013
Delivery Date	06/15/2013
Last Maturity	12/15/2025
Arbitrage Yield	2.117836%
True Interest Cost (TIC)	2.188940%
Net Interest Cost (NIC)	2.215830%
All-In TIC	2.351694%
Average Coupon	2.391165%
Average Life (years)	7.663
Duration of Issue (years)	6.992
Par Amount	4,415,000.00
Bond Proceeds	4,496,395.05
Total Interest	808,990.74
Net Interest	749,670.69
Total Debt Service	5,223,990.74
Maximum Annual Debt Service	462,375.00
Average Annual Debt Service	417,919.26

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	4,415,000.00	101.844	2.391%	7.663
	4,415,000.00			7.663

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,415,000.00	4,415,000.00	4,415,000.00
+ Accrued Interest			
+ Premium (Discount)	81,395.05	81,395.05	81,395.05
- Underwriter's Discount	-22,075.00	-22,075.00	
- Cost of Issuance Expense		-50,000.00	
- Other Amounts			
Target Value	4,474,320.05	4,424,320.05	4,496,395.05
Target Date	06/15/2013	06/15/2013	06/15/2013
Yield	2.188940%	2.351694%	2.117836%

## ESCROW REQUIREMENTS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Period Ending	Interest	Principal Redeemed	Total
12/15/2013	82,018.75		82,018.75
06/15/2014	82,018.75		82,018.75
12/15/2014	82,018.75	4,190,000.00	4,272,018.75
	246,056.25	4,190,000.00	4,436,056.25

# ESCROW COST

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	12/15/2013	77,712	0.100%	77,712.00
SLGS	06/15/2014	77,643	0.140%	77,643.00
SLGS	12/15/2014	4,267,750	0.200%	4,267,750.00
				4,423,105
				4,423,105.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
06/15/2013	4,423,105	0.34	4,423,105.34	0.198689%
	4,423,105	0.34	4,423,105.34	

# ESCROW CASH FLOW

## City of Rye Sample Series 2013 Refunding Bonds Refunding of Callable Series 2005 Bonds Level Savings Scenario

Date	Principal	Interest	Net Escrow Receipts	Present Value to 06/15/2013 @ 0.1986890%
12/15/2013	77,712.00	4,306.71	82,018.71	81,937.31
06/15/2014	77,643.00	4,376.45	82,019.45	81,856.73
12/15/2014	4,267,750.00	4,267.75	4,272,017.75	4,259,310.96
	4,423,105.00	12,950.91	4,436,055.91	4,423,105.00

### Escrow Cost Summary

Purchase date	06/15/2013
Purchase cost of securities	4,423,105.00
Target for yield calculation	4,423,105.00

## ESCROW SUFFICIENCY

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
06/15/2013		0.34	0.34	0.34
12/15/2013	82,018.75	82,018.71	-0.04	0.30
06/15/2014	82,018.75	82,019.45	0.70	1.00
12/15/2014	4,272,018.75	4,272,017.75	-1.00	
	4,436,056.25	4,436,056.25	0.00	

## ESCROW STATISTICS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Callable Series 2005 Bonds  
Level Savings Scenario

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:						
4,423,105.34	1.471	0.198689%	0.198689%	4,300,599.71	122,505.61	0.02
4,423,105.34				4,300,599.71	122,505.61	0.02

Delivery date 06/15/2013  
Arbitrage yield 2.117836%

## SOURCES AND USES OF FUNDS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

## Sources:

## Bond Proceeds:

Par Amount	830,000.00
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	830,000.00
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## Uses:

## Refunding Escrow Deposits:

Cash Deposit	0.54
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SLGS Purchases	793,168.00
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	793,168.54
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## Delivery Date Expenses:

Cost of Issuance	25,000.00
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Underwriter's Discount	10,000.00
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	35,000.00
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## Other Uses of Funds:

Additional Proceeds	1,831.46
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	830,000.00
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## SUMMARY OF REFUNDING RESULTS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Dated Date	04/15/2013
Delivery Date	04/15/2013
Arbitrage yield	1.037219%
Escrow yield	0.069044%
Bond Par Amount	830,000.00
True Interest Cost	1.451022%
Net Interest Cost	1.440490%
Average Coupon	1.039018%
Average Life	3.001
Par amount of refunded bonds	785,000.00
Average coupon of refunded bonds	6.294621%
Average life of refunded bonds	3.098
PV of prior debt to 04/15/2013 @ 1.037219%	914,013.75
Net PV Savings	85,845.21
Percentage savings of refunded bonds	10.935696%
Percentage savings of refunding bonds	10.342796%

## SAVINGS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/15/2013 @ 1.0372195%
12/31/2013	134,642.50	122,992.71	11,649.79	11,599.68
12/31/2014	162,465.00	146,702.50	15,762.50	15,624.55
12/31/2015	159,965.00	145,862.50	14,102.50	13,827.89
12/31/2016	162,090.00	144,812.50	17,277.50	16,733.22
12/31/2017	163,585.00	148,552.50	15,032.50	14,398.33
12/31/2018	159,450.00	146,957.50	12,492.50	11,830.07
	942,197.50	855,880.21	86,317.29	84,013.75

Savings Summary

PV of savings from cash flow	84,013.75
Plus: Refunding funds on hand	1,831.46
Net PV Savings	85,845.21

## BOND PRICING

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	09/15/2013	120,000	0.400%	0.400%	100.000
	09/15/2014	140,000	0.600%	0.600%	100.000
	09/15/2015	140,000	0.750%	0.750%	100.000
	09/15/2016	140,000	0.900%	0.900%	100.000
	09/15/2017	145,000	1.100%	1.100%	100.000
	09/15/2018	145,000	1.350%	1.350%	100.000
		830,000			

Dated Date	04/15/2013	
Delivery Date	04/15/2013	
First Coupon	09/15/2013	
Par Amount	830,000.00	
Original Issue Discount		
Production	830,000.00	100.000000%
Underwriter's Discount	-10,000.00	-1.204819%
Purchase Price	820,000.00	98.795181%
Accrued Interest		
Net Proceeds	820,000.00	

## BOND DEBT SERVICE

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/15/2013	120,000	0.400%	2,992.71	122,992.71	122,992.71
03/15/2014			3,351.25	3,351.25	
09/15/2014	140,000	0.600%	3,351.25	143,351.25	146,702.50
03/15/2015			2,931.25	2,931.25	
09/15/2015	140,000	0.750%	2,931.25	142,931.25	145,862.50
03/15/2016			2,406.25	2,406.25	
09/15/2016	140,000	0.900%	2,406.25	142,406.25	144,812.50
03/15/2017			1,776.25	1,776.25	
09/15/2017	145,000	1.100%	1,776.25	146,776.25	148,552.50
03/15/2018			978.75	978.75	
09/15/2018	145,000	1.350%	978.75	145,978.75	146,957.50
	830,000		25,880.21	855,880.21	855,880.21

## BOND SUMMARY STATISTICS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Dated Date	04/15/2013
Delivery Date	04/15/2013
Last Maturity	09/15/2018
Arbitrage Yield	1.037219%
True Interest Cost (TIC)	1.451022%
Net Interest Cost (NIC)	1.440490%
All-In TIC	2.519451%
Average Coupon	1.039018%
Average Life (years)	3.001
Duration of Issue (years)	2.942
Par Amount	830,000.00
Bond Proceeds	830,000.00
Total Interest	25,880.21
Net Interest	35,880.21
Total Debt Service	855,880.21
Maximum Annual Debt Service	148,552.50
Average Annual Debt Service	158,008.65

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	830,000.00	100.000	1.039%	3.001
	830,000.00			3.001

	TIC	All-In TIC	Arbitrage Yield
Par Value	830,000.00	830,000.00	830,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-10,000.00	-10,000.00	
- Cost of Issuance Expense		-25,000.00	
- Other Amounts			
Target Value	820,000.00	795,000.00	830,000.00
Target Date	04/15/2013	04/15/2013	04/15/2013
Yield	1.451022%	2.519451%	1.037219%

## PRIOR BOND DEBT SERVICE

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/15/2013	110,000	6.200%	24,642.50	134,642.50	134,642.50
03/15/2014			21,232.50	21,232.50	
09/15/2014	120,000	6.250%	21,232.50	141,232.50	162,465.00
03/15/2015			17,482.50	17,482.50	
09/15/2015	125,000	6.300%	17,482.50	142,482.50	159,965.00
03/15/2016			13,545.00	13,545.00	
09/15/2016	135,000	6.300%	13,545.00	148,545.00	162,090.00
03/15/2017			9,292.50	9,292.50	
09/15/2017	145,000	6.300%	9,292.50	154,292.50	163,585.00
03/15/2018			4,725.00	4,725.00	
09/15/2018	150,000	6.300%	4,725.00	154,725.00	159,450.00
	785,000		157,197.50	942,197.50	942,197.50

## ESCROW REQUIREMENTS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Period Ending	Interest	Principal Redeemed	Total
05/15/2013	8,214.17	785,000.00	793,214.17
	8,214.17	785,000.00	793,214.17

# ESCROW COST

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	05/15/2013	793,168	0.070%	793,168.00
		793,168		793,168.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
04/15/2013	793,168	0.54	793,168.54	0.069044%
	793,168	0.54	793,168.54	



# ESCROW CASH FLOW

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Date	Principal	Interest	Net Escrow Receipts	Present Value to 04/15/2013 @ 0.0690445%
05/15/2013	793,168.00	45.63	793,213.63	793,168.00
	793,168.00	45.63	793,213.63	793,168.00

## Escrow Cost Summary

Purchase date	04/15/2013
Purchase cost of securities	793,168.00
Target for yield calculation	793,168.00

## ESCROW SUFFICIENCY

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
04/15/2013		0.54	0.54	0.54
05/15/2013	793,214.17	793,213.63	-0.54	
	793,214.17	793,214.17	0.00	

## ESCROW STATISTICS

City of Rye  
Sample Series 2013 Refunding Bonds  
Refunding of Taxable 1998B Bonds  
Level Savings Scenario

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 793,168.54	0.083	0.069044%	0.069044%	792,530.62	637.92	
793,168.54				792,530.62	637.92	0.00

Delivery date 04/15/2013  
Arbitrage yield 1.037219%



# CITY COUNCIL AGENDA

NO. 12

DEPT.: City Council

DATE: April 17, 2013

CONTACT: Mayor Douglas French

**AGENDA ITEM:** Resolution to adopt a Financial Disclosure and Conflict of Interest Form.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

**RECOMMENDATION:** That the Council approve the Financial Disclosure and Conflict of Interest Form.

**IMPACT:** ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

**BACKGROUND:**

The City has been reviewing the policy of financial disclosure with respect to public officials and selected City employees. The Corporation Counsel has drafted a proposed Financial Disclosure Statement which would be filed yearly by public officials and selected employees within the City; the information would be confidential. The document has been reviewed by the Board of Ethics.

See attached.

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

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

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

- (1) All elected officials;
  - (2) All commissioners and deputy commissioners;
  - (3) All department heads and assistant department heads;
  - (4) Members of the Board of Appeals, Planning Commission, Board of Ethics, Board of Assessment Review, Architectural Review Board, Conservation Commission Advisory Council.
- \*\*** No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer firefighter or auxiliary police.

### **DEFINITIONS:**

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

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

**Outside Employer** - (1) any person from whom or from which a City officer or employee receives a financial benefit for services rendered or goods sold or produced; (2) any business in which the City officer or employee has an ownership interest of five percent (5%) or more; (3) any business in which the City officer or employee has a value in excess of fifty thousand dollars (\$50,000.00); or (4) any business corporation for which the City officer or employee is an uncompensated member of the board of directors or is an uncompensated corporate officer.

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

## GENERAL INFORMATION

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

Home Address: \_\_\_\_\_

Home Telephone No.: \_\_\_\_\_

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

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

## REAL ESTATE OWNERSHIP

List the address of each piece of property in the City of Rye that you or your spouse own or have a financial interest in, including your primary residence.

\_\_\_\_\_

## GIFTS/FINANCIAL BENEFITS

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

While in your position with the City of Rye, have you received a gift valued in excess of seventy five dollars (\$75.00) within the last year?

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

## OUTSIDE EMPLOYER/CONSULTING/OTHER BUSINESS

Do you have an **Outside Employer** or business? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

**Vendor**

**Nature of Contract**

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During the past year, have you been an officer of any political party or political committee?

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

If yes, please describe. Attach additional paper if necessary.

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### **AMENDMENTS/MODIFICATIONS**

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

### **CODE OF ETHICS**

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

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

I \_\_\_\_\_ (print name) HEREBY CERTIFY UNDER THE PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

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

Sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC





# CITY COUNCIL AGENDA

NO. 13

DEPT.: City Manager

DATE: April 17, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Resolution to adopt the Westchester County Fire Mutual Aid Plan.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

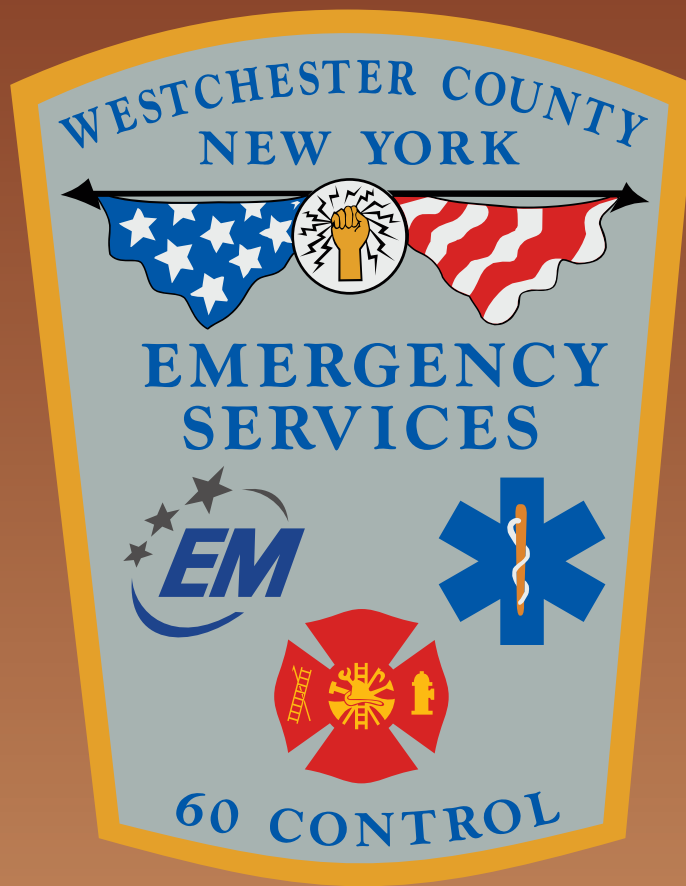
**RECOMMENDATION:** That the Mayor and Council adopt the Westchester County Fire Mutual Aid Plan.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

**BACKGROUND:** The purpose of the Westchester County Mutual Aid Plan for the Fire Departments of Westchester County is to define the format, structure, policy and procedure to facilitate organized, supervised, coordinated, cooperative and reciprocal assistance in which fire personnel, equipment and the physical facilities of participating Fire Agencies are utilized to supply aid and protection to other participating Fire Agencies, for the benefit of the municipalities located in Westchester County, in cases of fire or other emergencies. The objective of the Plan is to foster cooperation and coordination of firefighting resources throughout the County of Westchester. All of the fifty-eight (58) Fire Agencies in Westchester County are eligible to participate in the Plan.

See attached Westchester County Fire Mutual Aid Plan.

# Westchester County Fire Mutual Aid Plan



Draft: September 27, 2012  
Adopted: December 19, 2012



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## ***Westchester County Fire Mutual Aid Plan***

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## ***Westchester County Fire Mutual Aid Plan***

### **I. Purpose**

The purpose of the Westchester County Fire Mutual Aid Plan (the "Plan") is to define the format, structure, policy and procedure to facilitate organized, supervised, coordinated, cooperative and reciprocal assistance in which fire personnel, equipment and the physical facilities of participating Fire Agencies are utilized to supply aid and protection to other participating Fire Agencies, for the benefit of the municipalities located in Westchester County, in cases of fire or other emergencies. It is the objective of this Plan to foster cooperation and coordination of firefighting resources throughout the County of Westchester.

This Plan shall amend and restate any previous Westchester County Fire Mutual Aid Plans in their entirety.

It is expected that Plan participants shall first expend and exhaust all of their own resources prior to placing a Mutual Aid request. Mutual Aid is intended to be reserved for extreme circumstances. It is not intended to be routine, nor should it become abusive or an unreasonable burden to the Fire Agencies providing assistance.

### **II. Administration**

The Commissioner of the Westchester County Department of Emergency Services ("WCDES") or his designee (the "Commissioner"), as the Chief Administrative Fire Officer, shall be responsible for the administration and execution of the Plan pursuant to New York State County Law §225-a, and as authorized pursuant to §193.02 of the Laws of Westchester County.

### **III. Fire Advisory Board**

The Westchester County Fire Advisory Board ("FAB") members are appointed by the County Executive and sworn in as public officers by the Westchester County Clerk. The FAB is tasked with advising and making recommendations to the County Executive through the Westchester County Department of Emergency Services on fire matters and issues, including those related to the administration of this Plan. Membership configuration of the FAB is set forth in the Section 193.03 of the Laws of Westchester County. The Commissioner may confer with the FAB to resolve issues associated with the administration of the Plan.

### **IV. National Incident Management System**

Operations conducted by Fire Agencies associated with response under this Plan shall be conducted in compliance with the National Incident Management System ("NIMS"). All fire personnel responding pursuant to this Plan shall be trained to the appropriate Incident Command System (ICS) levels appropriate for their position as recommended by the United States Department of Homeland Security. See sample forms attached in Appendices VI and VII.



## ***Westchester County Fire Mutual Aid Plan***

### **V. Definitions**

“Battalion” shall refer to ten geographical areas designated by WCDES. Each Battalion shall contain approximately four to eight fire departments. One Deputy Fire Coordinator is assigned to each Battalion by the WCDES Commissioner. Each Deputy Fire Coordinator shall respond to events and fires requiring Mutual Aid assistance in the departments within their assigned Battalion. In addition, they may be called to another Battalion to provide assistance or coverage for a Deputy Fire Coordinator who is not available to respond. The Deputy Fire Coordinators serve as the WCDES liaison to the local fire department. At the request of the on-scene fire chief, or Incident Commander, the Deputy Fire Coordinator shall secure and coordinate additional resources from assisting agencies to successfully manage the fire or other emergency situation.

“Fire Agencies” shall, for the purposes of this Plan, include Fire Departments, Fire Companies, Fire Districts (incorporated and unincorporated), and shall also include any firefighting unit as may be defined or described in Section 209 of the New York State General Municipal Law (“General Municipal Law”).

“Mutual Aid” or “Fire Mutual Aid” shall refer to the organized, supervised, coordinated, cooperative, reciprocal assistance in which personnel, equipment and the physical facilities of participating Fire Agencies, regardless of type or size, are utilized for fire and other emergencies in the County of Westchester.

“Chief” or “Fire Commissioner” shall refer to the individual in charge of the operations of a particular Fire Agency.

“Incident Commander” shall refer to the individual responsible for incident activities, including the development of strategies and tactics as well as the requesting and release of Mutual Aid resources. The Incident Commander has overall authority and responsibility for incident operations.

### **VI. Fire Agencies In Westchester County**

All Fire Agencies in Westchester County are eligible to fully participate in this Plan.

The following is a list of the County’s Fire Agencies:



## *Westchester County Fire Mutual Aid Plan*

Archville	Montrose
Ardsley	Mount Kisco
Armonk	Mount Vernon
Banksville	New Rochelle
Bedford Hills	North White Plains
Bedford Village	Ossining
Briarcliff Manor	Peekskill
Buchanan	Pelham
Continental Village	Pelham Manor
Chappaqua	Pleasantville
Croton Falls	Pocantico Hills
Croton on Hudson	Port Chester
Dobbs Ferry	Pound Ridge
Eastchester	Purchase
Elmsford	Scarsdale
Fairview	Sleepy Hollow
Goldens Bridge	Somers
Greenville	South Salem
Harrison	Rye
Hartsdale	Rye Brook
Hastings	Tarrytown
Hawthorne	Thornwood
Irvington	Valhalla
Katonah	Verplanck
Larchmont	Vista
Mamaroneck Town	West Harrison
Mamaroneck Village	White Plains
Millwood	Yonkers
Mohegan	Yorktown Heights

The following entities may also receive aid and support under this Plan:

- ❖ Sing-Sing Correctional Facility
- ❖ Bedford Hills Correctional Facility
- ❖ MTA/Metro-North Railroad
- ❖ Indian Point Energy Center
- ❖ Grasslands Fire Brigade
- ❖ Westchester County Airport Aircraft Firefighting Units

Other entities in Westchester, including state and federal institutions, are eligible to participate in this Plan to the extent allowed by law by filing a resolution in the form attached hereto as Appendix



## Westchester County Fire Mutual Aid Plan

IV. *(For instance, the Franklin D. Roosevelt Veterans Administration Hospital in Montrose, is a federal agency).*

### **VII. Participation**

Each Fire Agency participating in this Plan ("Participants") shall make a good faith effort to respond to each call for assistance received from The Westchester County Emergency Communications Center a/k/a "60 Control" ("60 Control").

All requests for Mutual Aid must be coordinated through the County's 60 Control.

Unless there are extenuating circumstances, requests for Mutual Aid should not be made directly from one Fire Agency to another. It is recognized, however, that circumstances may require a Fire Agency to make a Mutual Aid request directly to another Fire Agency. In those situations 60 Control shall be notified as soon as possible of such a request and provide all information to 60 Control required as if it were a request placed with 60 Control for Mutual Aid.

A Fire Agency may decline to respond to a request based on unit unavailability.

A Plan Participant may deem certain apparatus unavailable for Mutual Aid response. In such instances, prior written notification of that restriction must be made to 60 Control when becoming a Plan Participant. *(For example, a Fire Agency may have special equipment that is restricted to the jurisdiction, e.g. aerial ladder, heavy rescue equipment or equipment that has highway clearance, weight or distance limitations, etc.)*

A Plan Participant providing Mutual Aid to a requesting Fire Agency shall commit its equipment and manpower to the requesting Fire Agency until released by the Incident Commander.

Further, it is agreed and understood that during Mutual Aid events:

- The Incident Commander of the requesting Fire Agency retains command of all fire resources assigned to the event until such time as command is transferred or terminated.
- A Fire Agency requesting Mutual Aid to stand by in its headquarters/stations shall provide at least one firefighter at each station to facilitate station access and to serve as a guide for subsequent alarms in a requesting department's jurisdiction.
- It is the obligation of the Incident Commander to release Fire Agencies providing Mutual Aid as promptly as possible.





## Westchester County Fire Mutual Aid Plan

- Mutual Aid responders shall refer all media requests for information to the Incident Commander, without comment.

*Note: Should a Fire Agency respond to an incident and determine the location of the incident is actually outside of its jurisdiction that Fire Agency shall:*

- Notify 60 Control of the actual or correct incident location and direct 60 Control to notify the Fire Agency having authority for the correct location.
- Take appropriate action to control the incident.

### **VIII. Automatic Aid**

“Automatic Aid” shall mean the pre-arranged assignment of specific apparatus from one or more jurisdictions to individual locations or alarms of a certain nature in the requesting jurisdiction.

Automatic Aid shall not be used to supplement a requesting Fire Agency’s inadequate staffing or equipment inventory shortfalls, unless otherwise agreed to by the parties involved.

Where a Participant is responding to a call for assistance pursuant to Automatic Aid, then Participant must notify 60 Control of its status.

Any pre-planned and/or Automatic Aid responses to a particular structure, area, scenario or district shall be submitted in writing to 60 Control. Plan Participants with Mutual Aid pre-plans and/or Automatic Aid responses are required to immediately notify 60 Control in writing when changes are made to those response protocols.

### **IX. A. Plan Participation-Membership**

Any duly established Fire Agency may become a Plan Participant by filing with the Commissioner; a resolution, local law or ordinance, as jurisdictionally appropriate, which has been duly adopted by its governing body. The resolution form is attached hereto as Appendix V. The resolution shall provide the following:

- (i) affirm the Fire Agency’s intent to participate in the Plan and to comply with its provisions;
- (ii) state that there are no resolutions in effect that would restrict the Fire Agency from providing outside service and training;



## ***Westchester County Fire Mutual Aid Plan***

- (iii) state there are currently no limitations, conditions or restrictions on the Fire Agency from providing prompt assistance, and the Commissioner of Emergency Services shall be notified in writing if any such limitations are imposed subsequent to the adoption of the Resolution;
- (iv) state that the Fire Agency shall respond to all calls for assistance from another Fire Agency through 60 Control;
- (v) affirm that the Fire Agency's governing body acknowledges and accepts financial responsibility pursuant to applicable law.

### **B. Withdrawal From Plan**

Should a participating Fire Agency's ability to provide assistance outside its service area pursuant to Section 209 of the General Municipal Law be restricted, written notice of such restriction(s) shall be filed with the Commissioner within five (5) days of the adoption of the resolution restricting outside assistance. Withdrawal from the Plan shall become effective on the date noted in the resolution. Withdrawal from the Plan may result in the suspension of Mutual Aid privileges to that Fire Agency. A Participant withdrawing from the Plan, upon the effective withdrawal date, shall surrender and return to WCDES all County-owned equipment.

Pursuant to the New York State Fire Mobilization and Mutual Aid Plan ("State Plan"), any signatory to a county fire mutual aid plan submitted to the New York State Office for Fire Prevention and Control ("OFPC") for inclusion in the State Plan is automatically a signatory to the State Plan. WCDES will notify the OFPC of the withdrawal of a Plan Participant.

Withdrawal from the Plan shall continue in effect until amended or repealed by the adoption of a subsequent resolution, local law or ordinance as set forth in Section 209 of the General Municipal Law.

### **X. Complaints**

Mutual Aid complaints of any nature, including abuse of the Mutual Aid Plan, should be addressed in writing to the Commissioner for review, investigation and possible referral to the Westchester County Fire Advisory Board.

### **XI. Mutual Aid Coordinators**

The Commissioner of WCDES shall appoint and supervise Mutual Aid Coordinators, a/k/a Deputy Fire Coordinators, and assign them to a Battalion or other assignment, to assist with the implementation of the Plan. Mutual Aid Coordinators shall serve at the pleasure of the Commissioner for a term of three (3) years and may be removed at any time. Mutual Aid



## *Westchester County Fire Mutual Aid Plan*

Coordinators may be reappointed by the Commissioner in the month of December of the third year of a term. Concerns about a Mutual Aid Coordinator's performance shall be addressed to the Commissioner at the request of the majority of the highest ranking active Chiefs within a designated Battalion. Such request must be made in writing and signed by each of the Chiefs requesting the review.

Duties of Mutual Aid Coordinators include, but are not limited to:

- Represent the Commissioner at fire scenes and other emergencies. Attend monthly Coordinator meetings with the Commissioner or his designee.
- Meet with the Chief of each Fire Agency in their assigned Battalion at least quarterly in order to develop and improve interdepartmental relationships.
- Inform the Incident Commander of available Mutual Aid resources. Assist in the coordination, e.g. requesting, assignment, etc., of Mutual Aid for the Chief in charge of the incident.
- Mutual Aid Coordinators upon arrival at a scene/incident shall immediately report to the Incident Commander. At no time shall the Mutual Aid Coordinator initiate or assume command of an incident.
- Assist their Battalion Fire Agencies with arranging training, drills and other activities when requested.
- Promote enthusiasm and assist in the development of programs with, and for the Fire Agencies in their Battalion.
- Maintain awareness of and report all proposed drills, programs and associated activities amongst the Fire Agencies within their Battalion to the Commissioner and other Chiefs.
- Work with the WCDES training division to assist Fire Agencies to coordinate training as needed.
- Inform the Commissioner of any situations or problems in their Battalion that might arise in connection with Mutual Aid.
- Maintain records of the Mutual Aid Coordinator's activities in their Battalion and provide a written report to the Commissioner at the monthly meeting.
- Report all accidents, damage to equipment or injuries to personnel within the Battalion occurring during provision of Mutual Aid to the Commissioner as soon as possible.



## ***Westchester County Fire Mutual Aid Plan***

- Maintain an updated list of all equipment, special supplies, and Chiefs within their Battalion. This list is to be updated yearly (or more frequently if significant changes occur) and forwarded to the Commissioner to assist 60 Control in updating the master list.
- Assist the Commissioner when the State Plan is activated.
- Coordinate with the Chiefs within the Battalion, Battalion-wide training.

### **XII. State Institutions**

Should a state institution request assistance from a Fire Agency, the Fire Agency's ranking officer shall participate in, or establish, a command that will include the institution's liaison. Additional requests for Mutual Aid shall be the responsibility of the officer in charge. Reimbursement for firefighting costs incurred while fighting such fire are governed by Section 54-e of the New York State Finance Law.

### **XIII. Federal Property**

Fire Agencies that engage in fighting a fire on a property under the jurisdiction of the United States may file a claim for reimbursement for the amount of direct expenses and losses incurred by such fire service under 15 U.S.C. §2210.

### **XIV. Adjacent Counties**

Mutual Aid provided to, or received from Putnam, Rockland, and Orange Counties shall be authorized by their county fire coordinators (or designees) and coordinated through their respective county fire communications centers with 60 Control. Mutual Aid provided to and received from the City of New York shall be requested by/through 60 Control.

Extent and limit of participation with county of Fairfield, Connecticut. There is no formal agreement with Fairfield County. Local reciprocal assistance, if any, must be in accordance with Article 14-G and Section 209 of the General Municipal Law. All requests for assistance must be routed through 60 Control. Those Fire Agencies willing to provide Mutual Aid services across state lines should assure that proper insurance coverage for both personnel and equipment is in place and should indicate their availability to respond in writing to 60 Control.



## ***Westchester County Fire Mutual Aid Plan***

### **XV. State Fire Mobilization and Mutual Aid Plan**

In accordance with General Municipal Law Section 209-e and 9 NYCRR Part 205, the New York State Fire Mobilization and Mutual Aid Plan was established to provide for the mobilization of personnel and equipment of fire departments whenever: (i) the Governor determines that the public interest so requires; (ii) a municipality determines assistance is required; and (iii) a regional fire administrator determines that assistance, in addition to that provided for under the local fire mutual aid plan, is required.

The Commissioner shall, upon the State's request under the State Plan, commit County resources to other counties throughout the New York State.

The Commissioner may, after utilizing all available assistance from within the County, pursuant to General Municipal Law Section 209-e, contact the OFPC to request activation of the State Plan.

Liability for outside aid provided pursuant to activation of the State Plan is governed by Section 209-e and 209-g of the General Municipal Law.

### **XVI. Coordination with Other Emergency Services**

The Commissioner shall develop agreements with appropriate emergency and public service organizations. Resource information on Police, EMS, Utilities, Hospitals, Departments of Public Works, local industries and state and federal agencies capabilities and resources shall be maintained at the EOC and/or 60 Control. Requests for these services shall be routed through 60 Control.

### **XVII. Operations**

#### **1. Inventory**

60 Control shall maintain a record of fire equipment, as well as a list of Chiefs or Fire Commissioners, as jurisdictionally appropriate, for each Fire Agency throughout Westchester County.

Fire Agencies in Westchester County, shall, routinely and as often as warranted, update their lists of fire equipment/apparatus, Chiefs or Fire Commissioners, as jurisdictionally appropriate, contacts etc., on forms provided by 60 Control or by providing electronically a list of equipment/apparatus which list must contain all elements of county supplied forms. Such information shall be provided to 60 Control by May 15<sup>th</sup> of each year

Fire Agencies must also submit their mutual aid run cards and "Greater Alarm" Plans, as well as all other forms, to 60 Control.



## ***Westchester County Fire Mutual Aid Plan***

### **2. Standard Hose Thread**

All apparatus and equipment of the Fire Agencies participating in the Plan shall be equipped with “standard” hose threads as defined by the National Bureau of Standards or have sufficient adapters to permit interconnection with “National Standard” threads. (See General Municipal Law Section 209-e.)

### **3. Accountability / Credentialing**

Fire Agencies supplying Mutual Aid shall ensure that their assigned personnel are properly credentialed when responding to a request for assistance pursuant to this Plan. Incident Commanders shall maintain accountability for all personnel operating under their command.

### **4. Notification of Presence of Hazardous Materials/Reporting**

General Municipal Law §209-u provides in part that the Fire Chief for each fire department, fire company, etc., that has notice of the presence of Hazardous Materials in their jurisdiction, is required by law to send a copy of the report to the office of the County Fire Coordinator. In addition, General Municipal Law §204-f requires the County to develop a plan for fire service response to hazardous materials incidents and file that plan with the Office of Fire Prevention and Control for approval. As such, Fire Agencies need to send copies of the reports to 60 Control.

### **5. NFPA , OSHA and PESH**

The FAB recommends that Plan Participants comply with the standards set forth by the National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), NYS Public Employees Safety and Health (PESH).

## **XVIII. Special Units – Westchester County**

### **1. Arson Task Force**

The Arson Task Force is a cooperative effort with membership consisting of fire and police agencies, prosecution personnel and staff from the Department of Emergency Services. The Arson Task Force program mission includes: raising public awareness, reviewing and creating programs for training firefighters and police personnel in fire investigation and in matters related to fire cause and origin (C&O) determination. Plan Participants may call for a response by the C&O team anytime they wish to determine the cause and origin of a fire or if it is believed that the fire may be suspicious in nature. Requests for C&O team response should be placed through 60 Control.

### **2. Westchester County Hazardous Materials Response Team**

The WCDES Special Operations Division includes a Hazardous Materials Response Team (“County HAZMAT Team”). This highly trained, well equipped team is available to assist Plan Participants by providing an organized, coordinated response to contain, manage, identify and mitigate incidents involving materials and substances posing potential injury or death to



## ***Westchester County Fire Mutual Aid Plan***

the general public and to public safety responders. The County HAZMAT Team is available to respond to a request for assistance from any Plan Participant, other emergency services entity, or through the State Plan. Any request for a County HAZMAT Team response shall be placed through 60 Control.

### **3. Westchester County Technical Rescue Team**

The WCDES Special Operations Division includes a Technical Rescue Team (“County Technical Rescue Team”). This specialized team is an elite technical rescue team that is available to assist Plan Participants by providing an organized, coordinated response to situations requiring intricate rescues. The County Technical Rescue Team utilizes unique equipment, tools and materials to affect these rescues. Team expertise includes, high, medium and low angle rope rescue, confined space rescue, heavy machinery entrapment, high/medium angle rescue, structural collapses, swift water rescue, trench rescue and wilderness search & rescue capabilities.

The County Technical Rescue Team is available to respond to a request for assistance from any Plan Participant, other emergency services entity, or through the State Plan. Any request for a response from the County Technical Rescue Team shall be placed through 60 Control.

## **XIX. Liability**

It is understood and agreed by each Fire Agency participating in this Plan that liability arising from the provision or receipt of Mutual Aid pursuant to this Plan shall be governed by applicable laws including, but not limited to General Municipal Law Section 209.

## **XX. Amending the Plan**

Amendments to this Plan may be made from time to time at the sole discretion of the Commissioner. The Plan amendment procedure is as follows:

- Proposed amendments may be submitted in writing to the Commissioner by Plan Participants for review and possible inclusion in a future amendment/revision to the Plan.
- Proposed amendments shall be reviewed by the Commissioner and forwarded to the FAB for review and comment.
- After consultation with the FAB, the Commissioner may then submit the proposed amendments to the OFPC for review and submission.
- Once approved by OFPC, the Commissioner shall notify FAB.
- Plan Participants shall be notified through their Chiefs of any amendments to the Plan.



## ***Westchester County Fire Mutual Aid Plan***

### **APPENDIX I**

#### **WCDES Commissioner**

The Commissioner, or his designated County Fire Coordinator, shall have the following duties and responsibilities as it pertains to the Mutual Aid Plan:

- Administer the Westchester County Fire Mutual Aid Plan as outlined in the statutes and the Plan.
- Respond to and/or dispatch Mutual Aid Coordinators, a/k/a Deputy Fire Coordinators, to the scene of a fire or other emergency requiring Mutual Aid, specialized equipment or technical assistance.
- The County Fire Coordinator and/or Mutual Aid Coordinators shall provide scene assistance, liaison with Local, County, State and Federal agencies; fill other functions as requested by the Incident Commander, Chief or officer in charge.
- Administer the New York State Fire Training Program for Westchester County.
- Administer and supervise operation of the Westchester County Fire Training Center and all training programs for the benefit of the County fire services.
- Serve as liaison officer between the fire service of Westchester County and the OFPC, the Executive branch of County Government and the FAB. Administer and participate in the New York State Fire Reporting System.
- Administer the Arson Control Plan for Westchester County and oversee the overall operation of the Westchester County Fire Investigation Unit as approved by the FAB and Westchester County Arson Task Force.
- Administer the Hazardous Material Control Plan for Westchester County and oversee the overall operation of the Westchester County Hazardous Materials Response Team.
- Administer the Westchester County Technical Rescue Team and oversee the overall operation of the Westchester County Technical Rescue Team.
- Develop and administer all-Hazard plans in which the services of firefighters may be utilized.
- Act as liaison between the fire service and other emergency services agencies.





## ***Westchester County Fire Mutual Aid Plan***

- Administer and oversee the Grasslands Fire Brigade.
- Assure the coordination of Fire Agencies during a County or state-declared emergency.

### **Succession of Authority**

- For purposes of this Plan, the Commissioner, acting as Fire Coordinator, shall designate in writing the order in which the Deputy Commissioner or WCDES staff (including Mutual Aid Coordinators/Deputy Fire Coordinators) shall serve in his absence.

### **Vacancy In The Position Of Commissioner:**

The Westchester County Executive shall designate an acting Commissioner to perform the duties of Commissioner until a permanent successor is appointed by the County Executive and approved by the Westchester County Legislature.



**APPENDIX II**

**Westchester County Department of Emergency Services  
Battalion Districts**

**Battalion 10**

**Coverage Area**

Peekskill Fire Department  
Buchanan Fire Department  
Verplanck Fire Department  
Montrose Fire Department  
Franklin D. Roosevelt VA Hospital Fire  
Department  
Croton Fire Department

**Battalion 11**

**Coverage Area**

Hawthorne Fire Department  
Thornwood Fire Department  
Pleasantville Fire Department  
Valhalla Fire Department  
Grasslands Fire Department

**Battalion 14**

**Coverage Area**

Tarrytown Fire Department  
Dobbs Ferry Fire Department  
Irvington Fire Department  
Hastings Fire Department  
Ardsley Fire Department  
Fairview Fire Department  
Hartsdale Fire Department  
Elmsford Fire Department

**Battalion 16**

**Coverage Area**

Mount Kisco Fire Department  
Chappaqua Fire Department  
Banksville Fire Department  
Armonk Fire Department  
Bedford Fire Department  
Bedford Hills Fire Department  
Katonah Fire Department

**Battalion 12**

**Coverage Area**

Ossining Fire Department  
Briarcliff Fire Department  
Archville Fire Department  
Pocantico Hills Fire Department  
Sleepy Hollow Fire Department

**Battalion 13**

**Coverage Area**

Somers Fire Department  
Croton Falls Fire Department  
South Salem Fire Department  
Golden's Bridge Fire Department  
Pound Ridge Fire Department  
Vista Fire Department

**Battalion 15**

**Coverage Area**

Port Chester Fire Department  
Rye Fire Department  
Town of Mamaroneck Fire Department  
Village of Mamaroneck Fire Department  
Larchmont Fire Department  
Harrison Fire Department

**Battalion 17**

**Coverage Area**

Continental Village Fire Department  
Lake Mohegan Fire Department  
Yorktown Fire Department  
Millwood Fire Department



## ***Westchester County Fire Mutual Aid Plan***

### **Battalion 18**

#### **Coverage Area**

Pelham Manor Fire Department  
Pelham Fire Department  
Greenville Fire Department  
Yonkers Fire Department  
Mt. Vernon Fire Department  
New Rochelle Fire Department  
Eastchester Fire Department

### **Battalion 19**

#### **Coverage Area**

North White Plains Fire Department  
White Plains Fire Department  
Scarsdale Fire Department  
West Harrison Fire Department  
Purchase Fire Department  
Westchester County Airport

### **Car 24 - C&O**

#### **(North Battalion)**

Arson Zone 4  
Arson Zone 5

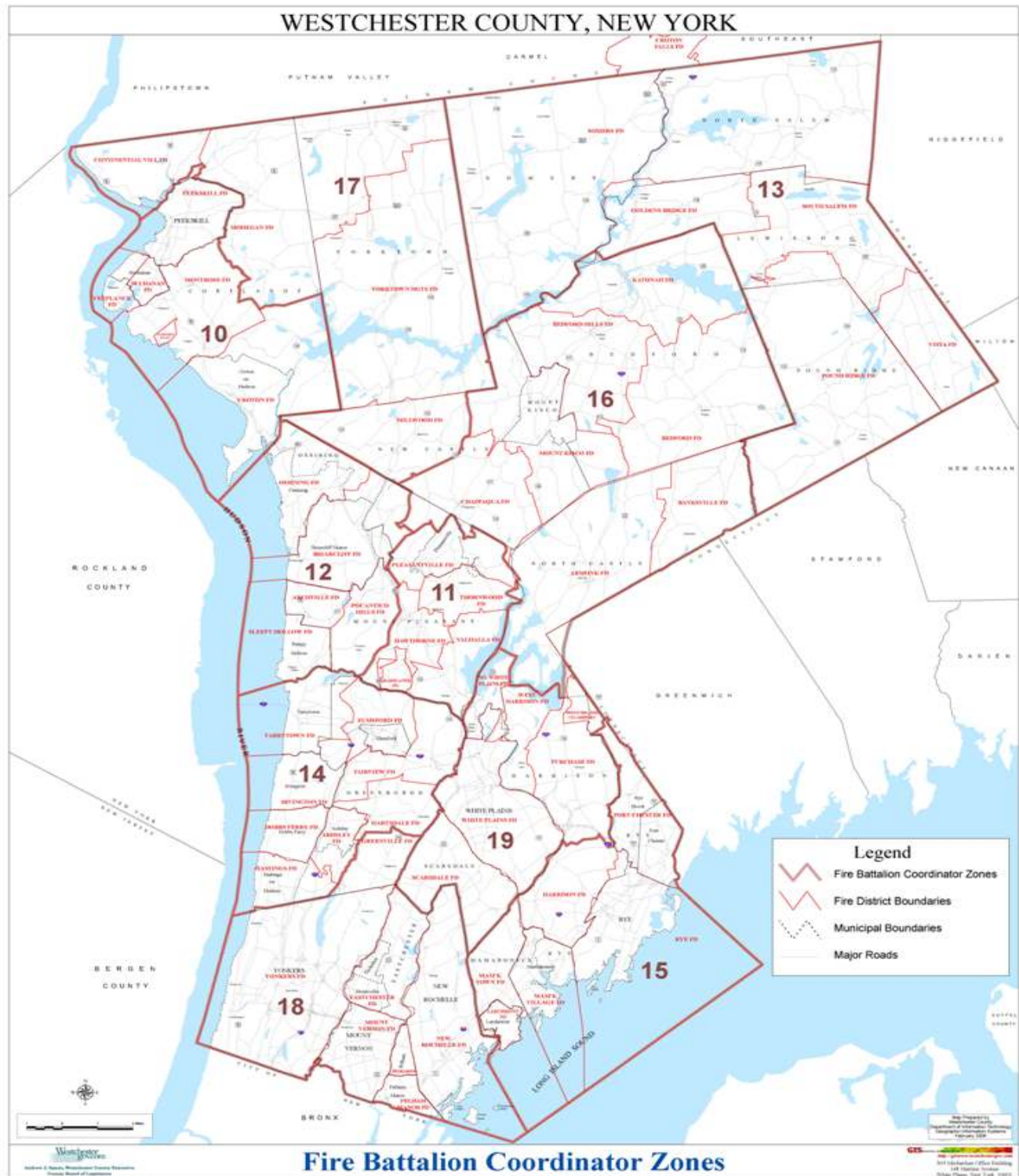
### **Car 25 - C&O**

#### **(South Battalion)**

Arson Zone 1  
Arson Zone 2  
Arson Zone 3



## Westchester County Fire Mutual Aid Plan





## ***Westchester County Fire Mutual Aid Plan***

### **Appendix III**

#### **Communications**

All Mutual Aid requests shall be managed by the WCDES Emergency Communications Center ("ECC" a/k/a "60 Control"). Requests can be placed via landline or radio. 60 Control shall dispatch "mutual aid" based on Computer Aided Dispatch (CAD) recommendations (programmed to reflect a department's mutual aid "run card") at the request of an Incident Commander or Mutual Aid Coordinator.

It shall be the responsibility of each fire agency to assure that 60 Control is supplied with the latest agency information pertaining to ladders, heavy rescue, FAST teams, etc.

To be compliant with NIMS requirements and to avoid confusion, all Mutual Aid radio communications shall utilize "Plain English", e.g., no 10-codes.

#### **UHF Trunk Radio Communications**

Responding Mutual Aid units and apparatus shall use the County's UHF trunk radio system to confirm response with 60 Control on the agency "home channel" assigned talk group. 60 Control will acknowledge the unit response and direct them to the talk group that incident communications are being conducted on. Responding equipment or apparatus shall contact the Incident Commander or designated officer for specific response information related to the incident (staging area, assignment, ground operations channel assignment, etc.).

#### **On-Scene Communications**

On-Scene communications shall be made through the on-scene Incident Commander (IC) or his designee, e.g., Operations Section, Communications Officer, Assistant Chief, Mutual Aid Coordinator, etc.

Scene communications shall be conducted utilizing the County eight (8) UHF, low power (short range) channels for ground operations. Each municipality has been assigned primary and secondary ground operation channels. Should additional channels be required to adequately manage incident scene communications, 60 Control will assign an available channel upon request of the IC. An Incident Commander may assign responding units to a specific channel or frequency for operations.



## Westchester County Fire Mutual Aid Plan

### UHF Ground Operations Channel Assignments

Department	Dept.	Fire 1	Fire 2	EMS 1	EMS 2	Avail.	Avail.	Avail.	Avail.
Yonkers	252	1	2	3	4	5	6	7	8
Port Chester/ Rye Brook	239/266	1	2	3	4	5	6	7	8
Irvington	220	1	2	3	4	5	6	7	8
Hawthorne	219	1	2	3	4	5	6	7	8
Bedford Hills	203	1	2	3	4	5	6	7	8
Somers	244	1	2	3	4	5	6	7	8
Mohegan Lake	226	1	2	3	4	5	6	7	8
Eastchester	210	2	3	4	5	6	7	8	1
Purchase	241	2	3	4	5	6	7	8	1
Dobbs Ferry	209	2	3	4	5	6	7	8	1
Armonk	202	2	3	4	5	6	7	8	1
Briarcliff Manor	205	2	3	4	5	6	7	8	1
Elmsford	211	2	3	4	5	6	7	8	1
Katonah	221	2	3	4	5	6	7	8	1
Verplanck	249	2	3	4	5	6	7	8	1
Pelham	235	3	4	5	6	7	8	1	2
Ardsley	201	3	4	5	6	7	8	1	2
Sleepy Hollow	231	3	4	5	6	7	8	1	2
Rye City	242	3	4	5	6	7	8	1	2
Ossining	233	3	4	5	6	7	8	1	2
Bedford Village	204	3	4	5	6	7	8	1	2
Croton on Hudson	208	3	4	5	6	7	8	1	2
Pelham Manor	236	4	5	6	7	8	1	2	3
Scarsdale	243	4	5	6	7	8	1	2	3
Pocantico Hills	238	4	5	6	7	8	1	2	3
Harrison	216	4	5	6	7	8	1	2	3
Millwood	225	4	5	6	7	8	1	2	3
Buchanan	255	4	5	6	7	8	1	2	3
South Salem	245	4	5	6	7	8	1	2	3
New Rochelle	230	5	6	7	8	1	2	3	4
Hastings on Hudson	218	5	6	7	8	1	2	3	4
North White Plains	232	5	6	7	8	1	2	3	4
Pleasantville	237	5	6	7	8	1	2	3	4
Banksville	258	5	6	7	8	1	2	3	4
Pound Ridge	240	5	6	7	8	1	2	3	4
Golden's Bridge	214	5	6	7	8	1	2	3	4
Franklin D. Roosevelt VA Hospital Fire Dept.	257	5	6	7	8	1	2	3	4
White Plains	251	6	7	8	1	2	3	4	5
Hartsdale	217	6	7	8	1	2	3	4	5
Tarrytown	246	6	7	8	1	2	3	4	5
Mamaroneck Town	223	6	7	8	1	2	3	4	5
Chappaqua	206	6	7	8	1	2	3	4	5
Croton Falls	207	6	7	8	1	2	3	4	5
Montrose	227	6	7	8	1	2	3	4	5
Greenville	215	7	8	1	2	3	4	5	6
Mount Vernon	229	7	8	1	2	3	4	5	6
Larchmont	222	7	8	1	2	3	4	5	6
Vista	256	7	8	1	2	3	4	5	6
Yorktown	253	7	8	1	2	3	4	5	6
Continental Village	213	7	8	1	2	3	4	5	6
Grasslands Brigade	254	7	8	1	2	3	4	5	6
Archville	263	7	8	1	2	3	4	5	6



## Westchester County Fire Mutual Aid Plan

Department	Dept.	Fire 1	Fire 2	EMS 1	EMS 2	Avail.	Avail.	Avail.	Avail.
Fairview	212	8	1	2	3	4	5	6	7
West Harrison	250	8	1	2	3	4	5	6	7
Mamaroneck Village	224	8	1	2	3	4	5	6	7
Mt Kisco	228	8	1	2	3	4	5	6	7
Thornwood	247	8	1	2	3	4	5	6	7
Peekskill	234	8	1	2	3	4	5	6	7
Valhalla	248	8	1	2	3	4	5	6	7

F1	453.0375	PL100	F5	453.9625	PL100
F2	458.0375	PL100	F6	458.9625	PL100
F3	453.8875	PL100	F7	453.9875	PL100
F4	458.8875	PL100	F8	458.9875	PL100



## Westchester County Fire Mutual Aid Plan

ZONE A-FIRE		ZONE B- EMS		ZONE C-Conventional		Zone D		ZONE E	
CH	TALK GROUP	CH	TALK GROUP	CH	TALK GROUP	CH		CH	
1	60-CONTROL	1	60-CONTROL	1	GRD OPS 1	1	U CALL 40	1	MED-A
2	60-FIRE 10	2	60-EMS-10	2	GRD OPS 2	2	U CALL 40D	2	MED-B
3	60-FIRE 11	3	60-EMS-11	3	GRD OPS 3	3	UTAC 41	3	MED-C
4	60-FIRE 12	4	60-EMS-12	4	GRD OPS 4	4	UTAC 41D	4	MED-D
5	60-FIRE 13	5	60-EMS-13	5	GRD OPS 5	5	UTAC 42	5	MED-1
6	60-FIRE 14	6	60-EMS-14	6	GRD OPS 6	6	UTAC 42D	6	MED-1D
7	60-FIRE 15	7	60-EMS-15	7	GRD OPS 7	7	UTAC 43	7	MED-2
8	60-FIRE 16	8	60-EMS-16	8	GRD OPS 8	8	UTAC 43D	8	MED-2D
9	60-FIRE 17	9	60-EMS-17			9	UTAC EMS	9	MED-3
10	60-FIRE 18	10	60-EMS-18			10	UTAC EMS-D	10	MED-3D
11	60-FIRE 19	11	60-EMS-19			11	UTAC 41 DIGI	11	MED-4
12	60-OPS1	12	60-OPS1			12	UTAC 42 DIGI	12	MED-4D
13	60-OPS2	13	60-OPS2			13	UTAC 43 DIGI	13	MED-5
14	60-OPS3	14	60-OPS3			14	UTAC EMS DIGI	14	MED-5D
15	60-OPS4	15	60-OPS4					15	MED-6
16	60-OPS5	16	60-OPS5					16	MED-6D
17	60-OPS6	17	60-OPS6					17	MED-7
18	60-OPS7	18	60-OPS7					18	MED-7D
19	60-OPS8	19	60-OPS8					19	MED-8
20	60-OPS9	20	60-OPS9					20	MED-8D
21	60-OPS10	21	60-OPS10					21	MED-9
22	TAC 1	22	TAC 1					22	MED-9D
23	TAC 2	23	TAC 2					23	MED-10
24	TAC 3	24	TAC 3					24	MED-10D
25	TAC 4	25	TAC 4					25	MED-12D
26	TAC 5	26	TAC 5					26	MED-22D
27	TAC 6	27	TAC 6					27	MED-32D
28	TAC 7	28	TAC 7					28	MED-42D
29	TAC 8	29	TAC 8					29	MED52D
30	TAC 9	30	TAC 9					30	MED-62D
31	TAC 10	31	TAC 10					31	MED-72D
		32	DOBBS FERRY					32	MED-82D
		33	HUDSON VALLEY					33	MED92D
		34	LAWRENCE					34	MED-102D
		35	MT VERNON						
		36	N WESTCHESTER						
		37	PHELPS						
		38	ST JOHNS						
		39	ST JOSEPHS						
		40	SOUND SHORE						
		41	WEST MED CNTR						
		42	WHITE PLAINS						





## Westchester County *Fire Mutual Aid Plan*

### APPENDIX IV

#### **WESTCHESTER COUNTY FIRE MUTUAL AID PLAN**

##### **Resolution by State or Federal Agency**

The \_\_\_\_\_ agrees to participate in the Westchester County Fire Mutual Aid Plan, as amended from time to time, and as allowed by Section \_\_\_\_\_ of the \_\_\_\_\_ Law (*indicate law authorizing such participation*). This named entity/institution will cooperate with the development and operation of plans for Mutual Aid in cases of fire or other emergencies and furnish aid to jurisdictions and geographical areas surrounding the facility as may be practical.

---

(Date)

---

(Authorized Signature)

---

(Title)



## ***Westchester County Fire Mutual Aid Plan***

### **APPENDIX V**

#### **WESTCHESTER COUNTY FIRE MUTUAL AID PLAN**

##### **Resolution by Municipality or Fire District Having Jurisdiction**

\_\_\_\_\_ offered the following resolution and moved for its adoption:

**RESOLVED**, that \_\_\_\_\_ approves participation  
(Agency Having Jurisdiction)  
by the \_\_\_\_\_ in the  
(Name of Fire Agency)

Westchester County Fire Mutual Aid Plan ("Plan"), as amended from time to time, and further certifies to Westchester County, through its Commissioner of Emergency Services, that it shall comply with the provisions of the Plan; and be it further

**RESOLVED**, that there are no resolutions in effect that restrict outside service and training by the named Fire Agency; and be it further

**RESOLVED** that there are currently no limitations, conditions or restrictions on the Fire Agency from providing prompt assistance, and the Commissioner of Emergency Services shall be notified in writing if any such limitations are imposed subsequent to the adoption of this Resolution; and be it further

**RESOLVED**, that the named Fire Agency shall respond to all calls for assistance from another Fire Agency through the Westchester County Emergency Communications Center a/k/a "60 Control"; and be it further

**RESOLVED**, that the \_\_\_\_\_ hereby acknowledges and  
(Agency Having Jurisdiction)  
accepts it's financial responsibility pursuant to applicable law; and be it further

**RESOLVED**, that a copy of this resolution shall be filed with the Westchester County Commissioner of Emergency Services.



## Westchester County Fire Mutual Aid Plan

RESOLUTION continued

M\_\_\_\_\_seconded this resolution.

Voted: In Favor \_\_\_\_\_ Opposed \_\_\_\_\_ Abstained \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed)

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

Note:

**Villages:** Resolution to be adopted by the Board of Fire Commissioners; if any; if not, then by Local Law or ordinance of the Village Board.

**Fire Districts:** Resolution to be adopted by the Board of Fire Commissioners.

**Towns:** Resolution/Local Law/Ordinance to be adopted by the Town Board when fire department has their headquarters outside villages and/or Fire Districts are located in Fire Protection or Fire Alarm Districts.

**Cities:** Resolution to be adopted by the Board of Fire Commissioners; if any; if not, then by Local Law or ordinance of the City Board.





## Date/Time:



<b>1. Incident Name:</b>	<b>2. Incident Number:</b>	<b>3. Date/Time Initiated:</b> Date: _____ Time: _____
<b>9. Current Organization</b> (fill in additional organization as appropriate):		
<div style="display: flex; justify-content: space-around; align-items: center;"><div style="border: 1px solid black; padding: 10px; text-align: center; width: 25%;">Incident Commander(s)</div><div style="display: flex; flex-direction: column; align-items: center;"><div style="border: 1px solid black; padding: 5px; text-align: center; width: 20%;">Liaison Officer</div><div style="border: 1px solid black; padding: 5px; text-align: center; width: 20%;">Safety Officer</div><div style="border: 1px solid black; padding: 5px; text-align: center; width: 20%;">Public Information Officer</div></div></div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"><div style="border: 1px solid black; padding: 10px; text-align: center; width: 22%;">Planning Section Chief</div><div style="border: 1px solid black; padding: 10px; text-align: center; width: 22%;">Operations Section Chief</div><div style="border: 1px solid black; padding: 10px; text-align: center; width: 22%;">Finance/Administrat ion Section Chief</div><div style="border: 1px solid black; padding: 10px; text-align: center; width: 22%;">Logistics Section Chief</div></div>		
<b>6. Prepared by:</b> Name: _____ Position/Title: _____ Signature: _____		
ICS 201, Page 3	Date/Time: _____	



## Westchester County Fire Mutual Aid Plan

### INCIDENT BRIEFING (ICS 201)

1. Incident Name:		2. Incident Number:		3. Date/Time Initiated: Date: _____ Time: _____	
10. Resource Summary:					
Resource	Resource Identifier	Date/Time Ordered	ETA	Arrived	Notes (location/assignment/status)
				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
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				<input type="checkbox"/>	
				<input type="checkbox"/>	
				<input type="checkbox"/>	
6. Prepared by: Name: _____ Position/Title: _____ Signature: _____					
ICS 201, Page 4			Date/Time: _____		



## Westchester County Fire Mutual Aid Plan

### INCIDENT OBJECTIVES (ICS 202)

<b>1. Incident Name:</b>	<b>2. Operational Period:</b> Date From: _____ Date To: _____ Time From: _____ Time To: _____															
<b>3. Objective(s):</b>																
<b>4. Operational Period Command Emphasis:</b>																
General Situational Awareness																
<b>5. Site Safety Plan Required?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Approved Site Safety Plan(s) Located at:</b>																
<b>6. Incident Action Plan</b> (the items checked below are included in this Incident Action Plan): <table style="width: 100%; border: none;"><tr><td style="width: 33%;"><input type="checkbox"/> ICS 203</td><td style="width: 33%;"><input type="checkbox"/> ICS 207</td><td style="width: 34%;"><b>Other Attachments:</b></td></tr><tr><td><input type="checkbox"/> ICS 204</td><td><input type="checkbox"/> ICS 208</td><td><input type="checkbox"/> _____</td></tr><tr><td><input type="checkbox"/> ICS 205</td><td><input type="checkbox"/> Map/Chart</td><td><input type="checkbox"/> _____</td></tr><tr><td><input type="checkbox"/> ICS 205A</td><td><input type="checkbox"/> Weather Forecast/Tides/Currents</td><td><input type="checkbox"/> _____</td></tr><tr><td><input type="checkbox"/> ICS 206</td><td></td><td><input type="checkbox"/> _____</td></tr></table>		<input type="checkbox"/> ICS 203	<input type="checkbox"/> ICS 207	<b>Other Attachments:</b>	<input type="checkbox"/> ICS 204	<input type="checkbox"/> ICS 208	<input type="checkbox"/> _____	<input type="checkbox"/> ICS 205	<input type="checkbox"/> Map/Chart	<input type="checkbox"/> _____	<input type="checkbox"/> ICS 205A	<input type="checkbox"/> Weather Forecast/Tides/Currents	<input type="checkbox"/> _____	<input type="checkbox"/> ICS 206		<input type="checkbox"/> _____
<input type="checkbox"/> ICS 203	<input type="checkbox"/> ICS 207	<b>Other Attachments:</b>														
<input type="checkbox"/> ICS 204	<input type="checkbox"/> ICS 208	<input type="checkbox"/> _____														
<input type="checkbox"/> ICS 205	<input type="checkbox"/> Map/Chart	<input type="checkbox"/> _____														
<input type="checkbox"/> ICS 205A	<input type="checkbox"/> Weather Forecast/Tides/Currents	<input type="checkbox"/> _____														
<input type="checkbox"/> ICS 206		<input type="checkbox"/> _____														
<b>7. Prepared by:</b> Name: _____ Position/Title: _____ Signature: _____																
<b>8. Approved by Incident Commander:</b> Name: _____ Signature: _____																
ICS 202	IAP Page _____ Date/Time: _____															





## Westchester County Fire Mutual Aid Plan

### ORGANIZATION ASSIGNMENT LIST (ICS 203)

<b>1. Incident Name:</b>		<b>2. Operational Period:</b>		Date From:	Date To:
				Time From:	Time To:
<b>3. Incident Commander(s) and Command Staff:</b>			<b>7. Operations Section:</b>		
IC/UCs		Chief			
		Deputy			
Deputy		Staging Area			
Safety Officer		Branch			
Public Info. Officer		Branch Director			
Liaison Officer		Deputy			
<b>4. Agency/Organization Representatives:</b>		Division/Group			
Agency/Organization	Name	Division/Group			
		Division/Group			
		Division/Group			
		Division/Group			
		Branch			
		Branch Director			
		Deputy			
<b>5. Planning Section:</b>		Division/Group			
Chief		Division/Group			
Deputy		Division/Group			
Resources Unit		Division/Group			
Situation Unit		Division/Group			
Documentation Unit		Branch			
Demobilization Unit		Branch Director			
Technical Specialists		Deputy			
		Division/Group			
		Division/Group			
		Division/Group			
<b>6. Logistics Section:</b>		Division/Group			
Chief		Division/Group			
Deputy		<b>Air Operations Branch</b>			
Support Branch		Air Ops Branch Dir.			
Director					
Supply Unit					
Facilities Unit		<b>8. Finance/Administration Section:</b>			
Ground Support Unit		Chief			
Service Branch		Deputy			
Director		Time Unit			
Communications Unit		Procurement Unit			
Medical Unit		Comp/Claims Unit			
Food Unit		Cost Unit			
<b>9. Prepared by:</b> Name: _____ Position/Title: _____ Signature: _____					
ICS 203	IAP Page _____	Date/Time: _____			



1. Incident Name:		2. Operational Period: Date From: _____ Date To: _____ Time From: _____ Time To: _____		3. <b>Branch:</b> _____ <b>Division:</b> _____ <b>Group:</b> _____ <b>Staging Area:</b> _____	
4. Operations Personnel: <u>Name</u> _____ <u>Contact Number(s)</u> _____ Operations Section Chief: _____ Branch Director: _____ Division/Group Supervisor: _____					
5. Resources Assigned:		# of Persons	Contact (e.g., phone, pager, radio frequency, etc.)	Reporting Location, Special Equipment and Supplies, Remarks, Notes, Information	
Resource Identifier	Leader				
6. Work Assignments:					
7. Special Instructions:					
8. Communications (radio and/or phone contact numbers needed for this assignment):					
Name/Function		Primary Contact: indicate cell, pager, or radio			
(frequency/system/channel)					
/					
/					
/					
/					
9. Prepared by:   Name: _____ Position/Title: _____ Signature: _____					
ICS 204		IAP Page _____	Date/Time: _____		

Incident Radio Communications Plan (ICS 205)

<b>1. Incident Name:</b>		<b>2. Date/Time Prepared:</b> Date: _____ Time: _____				<b>3. Operational Period:</b> Date From: _____ Date To: _____ Time From: _____ Time To: _____				
<b>4. Basic Radio Channel Use:</b>										
Zone Grp.	Ch #	Function	Channel Name/Trunked Radio System Talkgroup	Assignment	RX Freq N or W	RX Tone/NAC	TX Freq N or W	TX Tone/NAC	Mode (A, D, or M)	Remarks
<b>5. Special Instructions:</b>										
<b>6. Prepared by (Communications Unit Leader):</b> Name: _____ Signature: _____										
ICS 205		IAP Page _____		Date/Time: _____						

## COMMUNICATIONS LIST (ICS 205A)

[illegible]



## Westchester County Fire Mutual Aid Plan

### Medical Plan (ICS 206)

<b>1. Incident Name:</b>		<b>2. Operational Period:</b> Date From: _____ Time From: _____		Date To: _____ Time To: _____			
<b>3. Medical Aid Stations:</b>							
Name	Location	Contact Number(s)/Frequency	Paramedics on Site?				
			<input type="checkbox"/> Yes <input type="checkbox"/> No				
			<input type="checkbox"/> Yes <input type="checkbox"/> No				
			<input type="checkbox"/> Yes <input type="checkbox"/> No				
			<input type="checkbox"/> Yes <input type="checkbox"/> No				
			<input type="checkbox"/> Yes <input type="checkbox"/> No				
			<input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>4. Transportation (indicate air or ground):</b>							
Ambulance Service	Location	Contact Number(s)/Frequency	Level of Service				
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS				
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS				
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS				
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS				
<b>5. Hospitals:</b>							
Hospital Name	Address, Latitude & Longitude if Helipad	Contact Number(s)/Frequency	Travel Time		Trauma Center	Burn Center	Helipad
			Air	Ground			
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6. Special Medical Emergency Procedures:</b>							
<input type="checkbox"/> Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.							
<b>7. Prepared by (Medical Unit Leader):</b> Name: _____ Signature: _____							
<b>8. Approved by (Safety Officer):</b> Name: _____ Signature: _____							
ICS 206		IAP Page _____		Date/Time: _____			

INCIDENT ORGANIZATION CHART (ICS 207)

1. Incident Name:		2. Operational Period: Date From: _____ Date To: _____ Time From: _____ Time To: _____	
<b>3. Organization Chart</b>			
<div><div>Incident Commander(s)</div><div><div>Liaison Officer</div><div>Safety Officer</div><div>Public Information Officer</div></div><div><div>Operations Section Chief</div><div>Staging Area Manager</div><div><div>Planning Section Chief</div><div>Logistics Section Chief</div><div>Finance/Admin Section Chief</div></div><div><div>Resources Unit Ldr.</div><div>Situation Unit Ldr.</div><div>Documentation Unit Ldr.</div><div>Demobilization Unit Ldr.</div><div></div></div><div><div>Support Branch Dir.</div><div>Supply Unit Ldr.</div><div>Facilities Unit Ldr.</div><div>Ground Spt. Unit Ldr.</div><div>Service Branch Dir.</div><div>Comms Unit Ldr.</div><div>Medical Unit Ldr.</div><div>Food Unit Ldr.</div></div><div><div>Time Unit Ldr.</div><div>Procurement Unit Ldr.</div><div>Comp./Claims Unit Ldr.</div><div>Cost Unit Ldr.</div><div></div></div></div></div>			
ICS 207	IAP Page ____	4. Prepared by: Name: _____ Position/Title: _____ Signature: _____	Date/Time: _____

# Safety Message/Plan (ICS 208)

1. Incident Name:	2. Operational Period: Date From: _____ Date To: _____ Time From: _____ Time To: _____
3. Safety Message/Expanded Safety Message, Safety Plan, Site Safety Plan:	
4. Site Safety Plan Required? Yes <input type="checkbox"/> No <input type="checkbox"/> Approved Site Safety Plan(s) Located At: _____	
5. Prepared by: Name: _____ Position/Title: _____ Signature: _____	
ICS 208	IAP Page _____ Date/Time: _____

Incident Check-in List (ICS 211)

1. Incident Name:		2. Incident Number:		3. Check-In Location (complete all that apply): <input type="checkbox"/> Base <input type="checkbox"/> Staging Area <input type="checkbox"/> ICP <input type="checkbox"/> Helibase <input type="checkbox"/> Other				4. Start Date/Time: Date: _____ Time: _____												
Check-In Information (use reverse of form for remarks or comments)																				
5. List single resource personnel (overhead) by agency and name, OR list resources by the following format:		State	Agency	Category	Kind	Type	Resource Name or Identifier	ST or TF	6. Order Request #	7. Date/Time Check-In	8. Leader's Name	9. Total Number of Personnel	10. Incident Contact Information	11. Home Unit or Agency	12. Departure Point, Date and Time	13. Method of Travel	14. Incident Assignment	15. Other Qualifications	16. Data Provided to Resources Unit	
ICS 211		17. Prepared by: Name: _____ Position/Title: _____ Signature: _____ Date/Time: _____																		



## ACTIVITY LOG (ICS 214)

[illegible]

[illegible]



### APPENDIX VII

#### DIVISIONS – BASIC ICS OPERATIONAL GUIDELINES

Divisions may be used to divide an incident into geographical areas of operation.

Assigned Division Officers would be responsible for all operations within their Division's geographical area. Each Division Officer is responsible for the tactical deployment of the resources at his/her disposal and for communicating needs and progress to the IC. The IC determines strategic objectives and assigns available resources to the Divisions where they are most needed. When effective Divisions have been established, the IC can concentrate on overall strategy and resource allocation.

Safety of fire fighting personnel represents a major reason for establishing Divisions. Each Division Officer must maintain communication with assigned firefighters to control both their positions and function and must be constantly aware of the safety of their operations. Division Officers should work closely with the Safety Officers.

#### *1. COMMAND SHOULD BEGIN TO ASSIGN DIVISIONS BASED ON THE FOLLOWING FACTORS.*

- Any situation, which will eventually involve a number of areas, firefighters or functions beyond the capability of the IC to directly control.
- When mutual aid companies are requested.
- When firefighters are involved in dangerous or complex interior or exterior operations.
- When firefighters are operating from tactical positions over which the IC has little or no control.
- Any complex incident involving large numbers of personnel.
- Incidents covering large geographic areas.

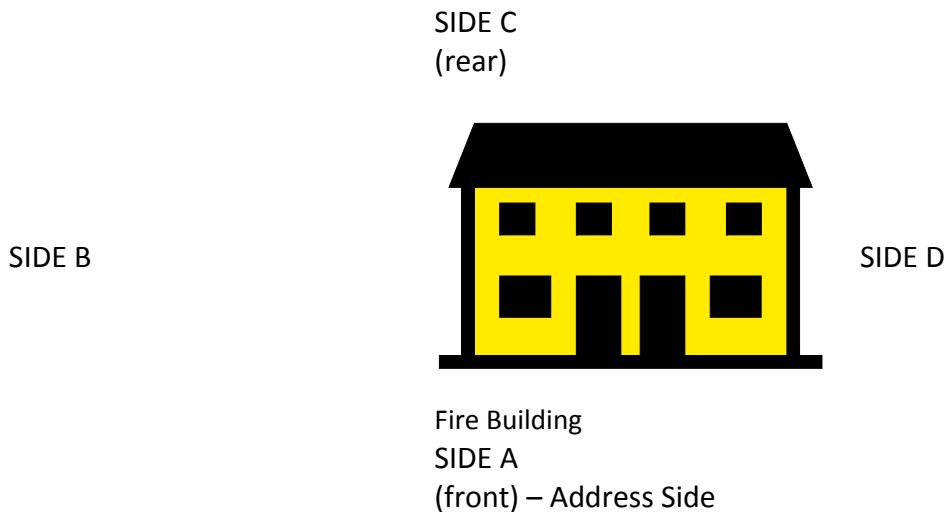
#### *2. DIVISION GUIDELINES:*

It will be the ongoing responsibility of the Incident Commander to assign Divisions as required for effective control of the incident.



## Westchester County Fire Mutual Aid Plan

Divisions assigned to specific geographic areas outside the building or incident will be designated by letter for the exterior of the building (*Division A, Division B, Division C, Division D, etc.*).

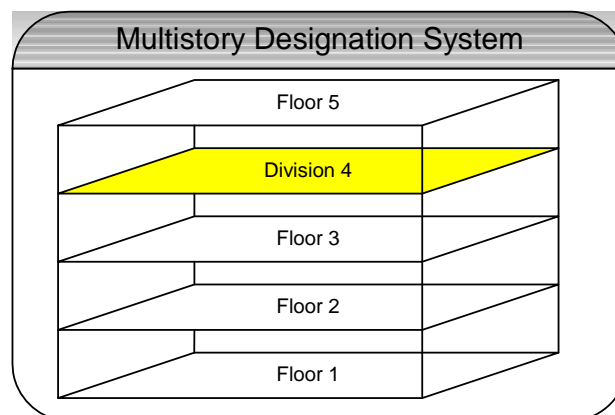


Other Division designations can be used as long as they are consistent with the ongoing operation.

In some cases landmarks may provide better designations for operating Divisions (*ROOF DIVISION, INTERIOR DIVISION, BASEMENT, etc.*).

*DIVISIONS/SIDES can be used with irregular shaped structures. Each side or section will be named alphabetically starting with “A” on the address side of the structure.*

In multi-story occupancies, Divisions will usually be indicated by floor numbers (*Second Floor will be Division 2; Fifth Floor will be Division 5, etc.*).





## *Westchester County Fire Mutual Aid Plan*

Division Officers and the Command Post will use the Division designations in radio communication to avoid confusion. A Division Officer will receive an explanation of the overall strategy from the Incident Commander along with assigned resources. In some cases a Division Officer will be assigned to an area initially to evaluate and report on conditions and will advise the IC of needed tasks and resources. The assigned person will then proceed to the Division, evaluate conditions and assume overall responsibility for directing operations in that Division according to the overall plan as given to him/her by the IC.

The early establishment of Divisions provides an effective framework on which the operation can be built, eliminating or adding Divisions as the incident requires.

Division Officers will be responsible for and in control of all assigned functions within their Division. This requires each Division Officer to:

1. Monitor safety, accountability, and welfare of Division personnel.
2. Monitor work progress.
3. Redirect activities as necessary.
4. Coordinate with related activities.
5. Request additional resources as needed.
6. Provide status reports to the Incident Commander.

Each Division Officer will keep the Incident Commander and/or Operations Officer informed on the conditions in that Division through regular progress reports. The IC must be advised immediately of significant changes, particularly those involving ability or inability to complete the mission, hazardous conditions, accidents, collapse, etc. The IC allocates overall resources to Divisions and depends upon the Division Officer to advise on the resources required within their Divisions.



# CITY COUNCIL AGENDA

NO. 15

DEPT.: Public Works

DATE: April 17, 2013

CONTACT: Ryan X. Coyne, P.E., City Engineer

**ACTION:** Bid Award for Old Milton Road Drainage Project (Contract #2013-01).

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,  
CHAPTER  
SECTION**

**RECOMMENDATION:** That Contract #2013-01 for the Old Milton Road Drainage Project be awarded to the low bidder, ELQ Industries, Inc. of New Rochelle, New York, as detailed in the attached bid tabulation and recommended by the City Engineer.

**IMPACT:** Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

**BACKGROUND:** The bid opening for Contract #2013-01 took place on April 10, 2013 with seven submitted bids. The City Engineer has reviewed the bids and has recommended the Contract be awarded to the low bidder, ELQ Industries, Inc., as outlined in the attached memorandum and bid tabulation.

See attached.




**CITY OF RYE**  
**Engineering Department**

**Interoffice Memorandum**

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To: Scott D. Pickup, City Manager

From: Ryan Coyne, PE, City Engineer 

Date: April 12, 2013

Subject: **Milton Road Drainage Improvements  
Contract 2013-01**

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I have checked and tabulated the seven bids received on April 10, 2013 for the above contract. A copy of the bid results is attached.

I recommend the bid be awarded to the low bidder, ELQ Industries, Inc. in the amount of \$189,040.00. They are the lowest responsive and responsible bidder. Sufficient funds exist within the Capital Budget for this project to be awarded.

I have attached a list of recent projects that they were required to submit with their bid. As can be seen, they have worked on and completed projects of much larger scope than that of the Milton Road Drain.

In the recent past, ELQ was the City's contractor for the *Bowman Avenue Sluice Gate*, *Kirby Lane North Sewer*, *Kirby Lane South Sewer*, and *Annual Street Resurfacing* projects for 2011 and 2012. They have performed well for the City in the past and I have no reason to believe that will change at this time.

Currently, they are working on the *Central Avenue Bridge* reconstruction. I did inquire whether they have the manpower and ability to complete the Milton Road Drainage Project simultaneously with the Bridge project being that the completion dates for both projects are in August. ELQ has multiple crews working on many projects throughout the tri-state area. They are willing and able to complete this project and understand the contract-stipulated timeframes associated with each.

Please feel free to contact me should you need additional information.

**Milton Road Drainage Improvements - Contract 2013-01**  
**Bid Tabulation**



Item Number	Item	Unit	Quantity	ELQ Industries, Inc.		Joken Development Corp.		Con-Tech		Paladino Concrete		Legacy Valve		Landi Contracting, Inc.		Abbott & Price	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SC-502-B	Saw Cutting Pavement 0"-4"	LF	100	\$2.50	\$250.00	\$4.00	\$400.00	\$4.00	\$400.00	\$3.00	\$300.00	\$5.50	\$550.00	\$5.00	\$500.00	\$12.00	\$1,200.00
SC-502-T	Saw Cutting Pavement 4" -10"	LF	520	\$3.00	\$1,560.00	\$5.50	\$2,860.00	\$5.25	\$2,730.00	\$4.50	\$2,340.00	\$7.50	\$3,900.00	\$5.00	\$2,600.00	\$8.50	\$4,420.00
PX-203	Pavement Removal	CY	40	\$32.00	\$1,280.00	\$40.00	\$1,600.00	\$68.25	\$2,730.00	\$85.00	\$3,400.00	\$86.25	\$3,450.00	\$50.00	\$2,000.00	\$60.00	\$2,400.00
TX-203	Trench Excavation	CY	700	\$40.00	\$28,000.00	\$40.00	\$28,000.00	\$5.25	\$3,675.00	\$25.00	\$17,500.00	\$63.25	\$44,275.00	\$45.00	\$31,500.00	\$68.00	\$47,600.00
91	Supply and Install 3/4" Stone	CY	100	\$38.00	\$3,800.00	\$38.00	\$3,800.00	\$95.55	\$9,555.00	\$50.00	\$5,000.00	\$51.75	\$5,175.00	\$45.00	\$4,500.00	\$60.00	\$6,000.00
102DM	Supply and Install Drain Manhole	Each	6	\$950.00	\$5,700.00	\$2,340.00	\$14,040.00	\$3,933.00	\$23,598.00	\$4,200.00	\$25,200.00	\$4,025.00	\$24,150.00	\$3,500.00	\$21,000.00	\$4,500.00	\$27,000.00
102CB	Supply and Install Catch Basin	Each	8	\$2,100.00	\$16,800.00	\$2,600.00	\$20,800.00	\$3,328.00	\$26,624.00	\$4,200.00	\$33,600.00	\$3,450.00	\$27,600.00	\$3,200.00	\$25,600.00	\$4,400.00	\$35,200.00
102-5FT	Supply and Install 5' Drain Manhole	Each	1	\$2,300.00	\$2,300.00	\$2,900.00	\$2,900.00	\$5,220.00	\$5,220.00	\$4,100.00	\$4,100.00	\$5,175.00	\$5,175.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
K-204	Furnish and Install Controlled Density Fill (K-Crete) Trench Backfill	CY	150	\$110.00	\$16,500.00	\$86.00	\$12,900.00	\$120.00	\$18,000.00	\$110.00	\$16,500.00	\$125.00	\$18,750.00	\$130.00	\$19,500.00	\$145.00	\$21,750.00
12HDPE	Supply and Install 12" Dia. HDPE Storm Drain	LF	100	\$45.00	\$4,500.00	\$66.00	\$6,600.00	\$48.50	\$4,850.00	\$70.00	\$7,000.00	\$32.20	\$3,220.00	\$100.00	\$10,000.00	\$30.00	\$3,000.00
15HDPE	Supply and Install 15" Dia. HDPE Storm Drain	LF	75	\$50.00	\$3,750.00	\$68.00	\$5,100.00	\$52.00	\$3,900.00	\$73.00	\$5,475.00	\$39.10	\$2,932.50	\$125.00	\$9,375.00	\$43.00	\$3,225.00
18HDPE	Supply and Install 18" Dia. HDPE Storm Drain	LF	425	\$60.00	\$25,500.00	\$70.00	\$29,750.00	\$46.00	\$19,550.00	\$80.00	\$34,000.00	\$43.70	\$18,572.50	\$105.00	\$44,625.00	\$51.00	\$21,675.00
30HDPE	Supply and Install 30" Dia. HDPE Storm Drain	LF	280	\$90.00	\$25,200.00	\$83.00	\$23,240.00	\$82.00	\$22,960.00	\$100.00	\$28,000.00	\$57.50	\$16,100.00	\$140.00	\$39,200.00	\$80.00	\$22,400.00
12PVC	Supply and Install 12" ± 12" Sch 80 PVC (as Per Detail CBA1)	Lump Sum	1	\$750.00	\$750.00	\$1,900.00	\$1,900.00	\$2,625.00	\$2,625.00	\$2,500.00	\$2,500.00	\$1,380.00	\$1,380.00	\$4,000.00	\$4,000.00	\$1,665.00	\$1,665.00
TREES NYSDOT 614.0324	Tree Removal 12" to 25"	Each	6	\$750.00	\$4,500.00	\$1,200.00	\$7,200.00	\$735.00	\$4,410.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$800.00	\$4,800.00	\$900.00	\$5,400.00
TP Test Pits NYSDOT 206.05	Test Pits 206.05	Each	3	\$850.00	\$2,550.00	\$500.00	\$1,500.00	\$1,820.00	\$5,460.00	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$900.00	\$2,700.00
TCV	18" & 30" Tidal Check Valves	Lump Sum	1	\$15,000.00	\$15,000.00	\$13,300.00	\$13,300.00	\$20,160.00	\$20,160.00	\$15,000.00	\$15,000.00	\$17,250.00	\$17,250.00	\$14,000.00	\$14,000.00	\$18,500.00	\$18,500.00
102CB-4x6	4'x6' Catch Basins	Each	1	\$2,400.00	\$2,400.00	\$2,800.00	\$2,800.00	\$3,540.00	\$3,540.00	\$4,400.00	\$4,400.00	\$4,427.50	\$4,427.50	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00
102DM-4x6	4'x6' Drain Manhole	Each	1	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$3,850.00	\$3,850.00	\$5,200.00	\$5,200.00	\$4,715.00	\$4,715.00	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00
102SM	Supply and Install Sewer Manhole	Each	1	\$3,700.00	\$3,700.00	\$2,900.00	\$2,900.00	\$6,455.00	\$6,455.00	\$4,200.00	\$4,200.00	\$3,680.00	\$3,680.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00
PR-403-B	Pavement Restoration Base	Ton	70	\$120.00	\$8,400.00	\$106.00	\$7,420.00	\$225.00	\$15,750.00	\$150.00	\$10,500.00	\$180.00	\$12,600.00	\$150.00	\$10,500.00	\$185.00	\$12,950.00
PR-403-T	Pavement Restoration Top	Ton	40	\$140.00	\$5,600.00	\$110.00	\$4,400.00	\$262.00	\$10,480.00	\$150.00	\$6,000.00	\$250.00	\$10,000.00	\$150.00	\$6,000.00	\$195.00	\$7,800.00
MPT-1	Maintenance and Protection of Traffic	Lump Sum	1	\$8,500.00	\$8,500.00	\$3,100.00	\$3,100.00	\$21,000.00	\$21,000.00	\$17,800.00	\$17,800.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00
<b>Engineer's Total</b>				<b>\$189,040.00</b>		<b>\$198,910.00</b>		<b>\$237,522.00</b>		<b>\$258,515.00</b>		<b>\$259,902.50</b>		<b>\$274,700.00</b>		<b>\$275,385.00</b>	
<b>Contractors Total</b>				<b>\$189,040.00</b>		<b>\$198,910.00</b>		<b>\$237,517.00</b>		<b>\$258,565.00</b>		<b>\$259,902.50</b>		<b>\$274,700.00</b>		<b>\$275,385.00</b>	

\* Price in bold differs in bid and was corrected by the City Engineer





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**ELQ INDUSTRIES INC.**

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Paving • Site Development  
567 Fifth Avenue  
New Rochelle, NY 10801  
(914) 654-1040 • FAX (914) 654-1307

ELQ Industries, Inc. is a diverse construction company which specializes in all aspects of road and bridge reconstruction. ELQ's expertise includes but is not limited to road, bridge, utility and heavy highway construction predominantly in the public sector. Our expertise includes all phases of both municipal and private sector work. Listed below are some of our past and present projects. Please visit our website [www.elqetre.com](http://www.elqetre.com) to learn more about our companies.

**Recently Completed Projects:**

<b>Owner</b>	<b>Project</b>	<b>Amount</b>
Putnam County 110 Old Route 6 Carmel, NY 10512 John Pilner – (845)878-3480	Commuter Park & Ride	\$2,385,213.00
City of Yonkers 40 South Broadway Yonkers, NY 10701 Paul Summerfield – (914)337-6270	Annual Street Resurfacing	\$1,847,580.00
NYS Thruway Authority 200 Southern Boulevard Albany, NY Greg White – (845)222-4749	North Avenue Pedestrian/Utility Bridge New Rochelle, NY	\$ 2,527,144.00
NYSDOT 50 Wolf Road Albany, NY 12232	Route 22 Drainage Pavement Rehab & Widening – Town of Southeast	\$1,585,722.00
Westchester County DPW 148 Martine Avenue White Plains, NY 10601 Paul Rienzi – (914)804-9510	North & South Ridge Street	\$2,272,972.00



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**ELQ INDUSTRIES INC.**

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Paving • Site Development  
567 Fifth Avenue  
New Rochelle, NY 10801  
(914) 654-1040 • FAX (914) 654-1307

**Some Projects in Progress:**

<b>Owner</b>	<b>Project</b>	<b>Amount</b>
City of Yonkers 40 So Broadway Yonkers, NY 10701 Paul Summerfield – (914)337-6270	Reconstruction & Daylighting of Saw Mill Rd./Larkin Plaza	\$19,170,580.00
Village of Scarsdale 1001 Post Road Scarsdale, NY 10583 Paul Zaicek - (914)722-1110	Popham Road Bridge Replacement	\$12,882,216.00
NYC DEP 59-17 Junction Blvd. Flushing, NY 11373 Ned Hedvat, P.E. – (914)803-1270	Hillview Reservoir Yonkers, NY	\$8,484,141.00
Westchester County DPW 148 Martine Avenue White Plains, NY 10601 Joe Maccariello – (914)497-2818	Westchester County Airport Electrical & DeIcing	\$4,443,684.00
Westchester County DPW 148 Martine Avenue White Plains, NY 10601 David Smith – (914)995-3361	New Rochelle Dam Rehab Twin Lakes	\$2,769,726.00



# CITY COUNCIL AGENDA

NO. 16

DEPT: Public Works/Engineering

April 17, 2013

CONTACT: Ryan X. Coyne, City Engineer

**ACTION:** Bid Award for Dredging at the Rye Municipal Boat Basin (Contract #2013-02).

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,**

**CHAPTER**

**SECTION**

**RECOMMENDATION:** That Contract #2013-02 for Dredging at the Rye Municipal Boat Basin (Base Bid) be awarded to the low bidder, Coastline Consulting & Development, LLC of Madison, Connecticut, as detailed in the attached bid tabulation.

**IMPACT:** ☐ Environmental ☒ Fiscal ☒ Neighborhood ☐ Other:

**BACKGROUND:** The bid opening for Contract #2013-02 took place on April 10, 2013 with three submitted bids. The ability for dredging has been made possible by FEMA funding as a result of damage from storms Irene and Sandy. FEMA will provide 75% of the funding for the project. The Boat Basin will be responsible for the remaining cost. City Staff and Council have been working with New York State representatives for possible coverage of an additional 12.5% of project costs which would reduce the Boat Basin's responsibility to 12.5%. The recommendation is that the contract be awarded to the low bidder, Consulting & Development, LLC for the Base Bid price of \$417,000.

Dredging Project Cost: \$417,000

FEMA funding               \$312,750

Boat Basin funding       \$104,250

NOTE: NY State funding of 12.5% would reduce the Boat Basin responsibility to \$52,125

See attached Bid Tabulation and Dredging information.

**Dredging at and Adjacent to the Rye Municipal Boat Basin - Contract 2013-02**  
**Bid Tabulation**



Base Bid			Coastline Consulting & Development, LLC		Burnham Associates		Disch Construction	
Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1 Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$200,000.00	\$200,000.00	\$107,870.00	\$107,870.00
2 Demobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00
3 Maintenance Dredging of Boat Basin and a portion of Milton Harbor Entrance Channel with Transportation and Disposal	CY	15,000	\$22.00	\$330,000.00	\$21.50	\$322,500.00	\$62.50	\$937,500.00
4 Remove and Re-Drive Existing Anchor and Mooring Piles	Piles	15	\$1,000.00	\$15,000.00	\$600.00	\$9,000.00	\$1.00	\$15.00
5 Replace, in-kind, Piles Damaged or Defective as Required and Dispose of Replaced Piles	Piles	8	\$1,500.00	\$12,000.00	\$1,200.00	\$9,600.00	\$1.00	\$8.00
<b>Engineer's Total</b>			<b>\$417,000.00</b>		<b>\$591,100.00</b>		<b>\$1,080,393.00</b>	
Contractors Total			\$417,000.00		\$591,100.00		\$1,080,393.00	

Alternative #1			Coastline Consulting & Development, LLC		Burnham Associates		Disch Construction	
Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1 Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$200,000.00	\$200,000.00	\$107,800.00	\$107,800.00
2 Demobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00
3 Maintenance Dredging of Portion of Milton Harbor Entrance Channel ONLY with Transportation and Disposal	CY	10,000	\$25.00	\$250,000.00	\$29.00	\$290,000.00	\$62.50	\$625,000.00
<b>Engineer's Total</b>			<b>\$310,000.00</b>		<b>\$540,000.00</b>		<b>\$767,800.00</b>	
Contractors Total			\$310,000.00		\$540,000.00		\$767,800.00	

Bid Opening:  
 April 10, 2013

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND NO. 60071704

KNOW ALL MEN BY THESE PRESENTS, that we **COASTLINE CONSULTING & DEVELOPMENT, LLC**  
(Here insert full name and address or legal title of Contractor)

5-B OLD POST ROAD, MADISON, CT 06443

as Principal, hereinafter called the Principal, and **CAPITOL INDEMNITY CORPORATION**  
(Here insert full name and address or legal title of Surety)

P.O. BOX 5900, MADISON, WI 53705

a corporation duly organized under the laws of the State of WI  
as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF RYE NEW YORK**

1051 BOSTON POST ROAD, RYE, NY 10580

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT (5%) OF AMOUNT BID**

**Dollars (\$ 5% )**,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

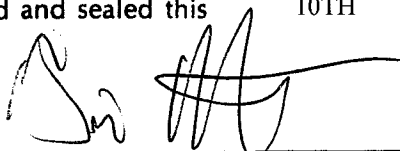
WHEREAS, the Principal has submitted a bid for


(Here insert full name, address and description of project)

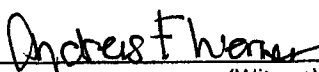
**DREDGING AT AND ADJACENT TO THE RYE MUNICIPAL BOAT BASIN**

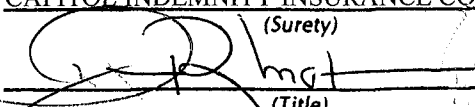
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **10TH** day of **APRIL** 20 **13**

  
(Witness)

**COASTLINE CONSULTING & DEVELOPMENT, LLC**  
(Principal) (Seal)  
By:   
(Title)

  
(Witness)

**CAPITOL INDEMNITY INSURANCE COMPANY**  
(Surety) (Seal)  
By:   
(Title)

**VIRGINIA R MARTIN, ATTORNEY-IN-FACT**

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

60071704

**KNOW ALL MEN BY THESE PRESENTS**, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

\_\_\_\_\_  
JANE BIRON STIVISKI, VIRGINIA R. MARTIN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\_\_\_\_\_  
ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

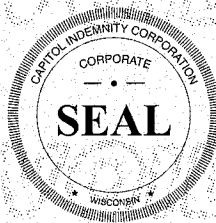
**"RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011:

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



**CAPITOL INDEMNITY CORPORATION**

*David F. Pauly*

David F. Pauly  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE }

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the 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.



CERTIFICATE

*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE }

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 10th day of April, 2013.



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-POA (5-1)

**NOTICE**

Before bidding, bidders must satisfy themselves by personal examination of the Contract Drawings, Technical Specifications, Agreement, and Location of the proposed work and by such other means as they may prefer; as to the nature and extent of the work required, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

**FORM OF GENERAL BID**

**THE CITY OF RYE, NEW YORK  
DEPARTMENT OF ENGINEERING**

**BID FOR FURNISHING ALL LABOR AND MATERIAL  
NECESSARY AND REQUIRED  
FOR  
DREDGING SERVICES AT AND ADJACENT TO THE CITY OF RYE MUNICIPAL  
BOAT BASIN  
WITH DISPOSAL AT THE WESTERN LONG ISLAND SOUND DISPOSAL SITE**

Name of Bidder: Coastline Consulting & Development, LLC Telephone No: 203-245-8138  
Fax No: 203-245-4214

Bidder is: Individual ( ) Partnership ( ) Corporation ☒

(Check Only One as May Be the Most Appropriate)

Tax Payers' ID No. Of Bidder: 06-1528354

Residence of Bidder (If Individual): \_\_\_\_\_

Place of Business of Bidder: 5-B Old Post Road, Madison, CT 06443

Date of Bid: 4/10/13

If Bidder is a **Partnership**, enter the names and home addresses of all of the partners in the following Blanks: (Use Additional Sheets if Necessary)

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Bidder is a **Corporation**, enter the names and home addresses of the following:

	<u>Name</u>	<u>Address</u>
President:	<u>Mark Jackson</u>	<u>170 Barker Hill Drive</u>
Secretary:	<u>N/A</u>	<u>Guilford, CT 06443</u>
Treasurer:	<u>N/A</u>	<u></u>
		<u></u>
		<u></u>

GB-0.01 BIDDER AFFIRMATION

The above named Bidder affirms and declares:

- (1) The said Bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than herein above named has an interest in this bid, or in the Contract proposed to be undertaken.
- (2) 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;
  - (a) 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 other Bidder or with any competitor or potential competitor;
  - (b) 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 or potential competitor; and
  - (c) 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.
- (3) That no elected or appointed official or other officer or employee or person whose salary is payable in whole or in part by the City of Rye is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
- (4) That said Bidder has visited and examined the site of the work and has carefully examined the contract, and will execute the contract and perform all its items, covenants, and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinbefore named work, all in strict conformity with the Contract, in accordance with the schedule of prices annexed hereto:



The Base Bid Items shall include the following items and pricing:

Column 1	Column 2	Column 3	Column 4	Column 5
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u> (Col 3 x Col 4)

BASE BID

1	Mobilization	<u>1</u> LS	Lump Sum	\$ <u>30,000.00</u>
2	Demobilization	<u>1</u> LS	Lump Sum	\$ <u>30,000.00</u>
3	Maintenance Dredging of the Boat Basin and a portion of the Milton Harbor Entrance Channel with Transportation to and Disposal at the Western Long Island Sound Disposal Area.	<u>15,000</u> cy	\$ <u>22</u> /cy	\$ <u>330,000.00</u>
4	Remove and Re-Drive Existing Anchor and Mooring Piles. 15 Piles	\$ <u>1,000</u> /ea		\$ <u>15,000.00</u>
5	Replace, in-kind, Piles Damaged or Defective as Required and Dispose of Replaced Piles.	8 Piles \$ <u>1,500</u> ea		\$ <u>12,000.00</u>

TOTAL AMOUNT OF BID (ADD ITEMS 1 THROUGH 5) BASE BID

\$ 417,000.00

### ALTERNATE BID NO. 1 -- ENTRANCE CHANNEL DREDGING & DISPOSAL

In the event that limited money or time is available to complete the entire project, the City may elect to award Alternate Bid No. 1 instead of the Base Bid. Alternate No. 1 involves the dredging, transportation, and disposal of dredged material from the most heavily shoaled area at the mouth of Blind Brook Channel only.

Alternate No. 1 Bid Items are as follows:

Column 1	Column 2	Column 3	Column 4	Column 5
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u> (Col 3 x Col 4)

Alt. No.1 Bid

1	Mobilization	<u>1</u>	LS Lump Sum	\$ <u>30,000.00</u>
2	Demobilization	<u>1</u>	LS Lump Sum	\$ <u>30,000.00</u>
3	Maintenance Dredging of a portion of the Milton Harbor Entrance Channel ONLY with Transportation to and Disposal at the Western Long Island Sound Disposal Area.	<u>10,000</u> cy	\$ <u>25</u> /cy	\$ <u>250,000.00</u>

**TOTAL AMOUNT OF ALTERNATE BID NO. 1**  
**(ADD ITEMS 1 THROUGH 3) ALTERNATE NO. 1 TOTAL**

\$ 310,000.00

## A. BIDDER'S PROPOSAL

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: Coastline Consulting + Development, LLC  
(Name of Bidder)

Bidder's business address: 5-B Old Post Road, Madison, CT 06443

Bidder's residence address: 170 Barker Hill Drive, Guilford, CT 06437

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

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

Signed this 9<sup>th</sup> day April, 20 13

(Signature & Title)

Mark Johnson, President

STATE OF CONNECTICUT SS:  
COUNTY OF NEW HAVEN

being duly sworn, deposes and says that he

resides at 170 BARKER HILL DRIVE, GUILFORD, CT 06437

that he is the PRESIDENT OF COASTLINE CONSULTING + DEVELOPMENT, LLC

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 9<sup>th</sup> day of April, 20 13.

DAVID R. PROVENCER, Notary Public  
MY COMMISSION EXPIRES DEC. 31, 2015

If the Bidder is a corporation, attach 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>
Mark Jackson	President	170 Benker Hill Drive Guilford, CT 06443

The undersigned states, when Bidder is a Corporation, that such Corporation was chartered by the State of Connecticut, in the year 1998, and that its legal address is 5-B Old Post Road, Madison, CT 06443

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:

FACILITIES - That he or they own and have available for immediate use on the proposed work, the following plant and equipment:

Our proposed plant equipment and dredging methodology are detailed on the attached sheets.

ABILITY - That he or they have performed the following work (give location, kind, cost and the names and addresses of clients or chief engineers of the projects):

Coastline Consulting + Development, LLC and our Subcontractor Patriot Marine, LLC have successfully completed numerous similar dredging projects over the last 10 years. Our two most recent projects are detailed below.

Army Corps of Engineers, Westbrook, CT Channel - Dredging of approximately 35,000 cy with ocean disposal. Contract value at \$850,000, completed January 2013. ACOE Project Manager, Tim Rezendes, 978-318-8229.

US Coast Guard, Eatons Neck, NY Channel - Dredging of approximately 6,000 cy with upland beach replenishment. Contract value at \$300,000, completed March 2013. US Coast Guard Project Manager, Dan Wulff, 401-736-1750

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.)

<u>NAME</u>	<u>BUSINESS</u>	<u>ADDRESS</u>
Mark Jackson	Coastline Consulting & Dev.	5-13 Old Post Road, Madison, CT 06444
Eyrella Campos	First Niagara Bank	724 Boston Post Road, Madison, CT 06444

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.

Mark Jackson, President  
4/10/13



# Coastline Consulting & Development, LLC

*Waterfront Planning, Permitting, and Development*

April 10, 2013

Peter Fox  
City of Rye Municipal Boat Basin  
1051 Boston Post Road  
Rye, NY 10580

**RE: Dredging at Rye Municipal Boat Basin**

Dear Mr. Fox:

In accordance with the project bid documents, please see the following information demonstrating our ability to successfully complete this project.

**Dredge Project Team**

Coastline Consulting & Development, LLC and Patriot Marine, LLC will team together to complete the Rye Municipal Boat Basin Project. Coastline Consulting & Development, LLC will be the primary lead and will be responsible for dredge project planning, project submittals, hydrographic surveying, and overall project management. Our subcontractor, Patriot Marine, LLC, will be responsible for the physical dredge activities, disposal activities, equipment, and crew.

**Dredge Equipment**

Patriot Marine, LLC proposes to mobilize their equipment to the Rye Municipal Boat Basin immediately upon award. The equipment owned by Patriot Marine, LLC that is proposed to be mobilized for this project is detailed below and shown on the attached drawing.

- 38' x 90' flat work barge to accommodate the dredge excavator.
- Kamatsu excavator with a 3.5 cubic yard hydraulic clamshell bucket.
- 800 cy 38' x 140' bottom dump scow to hold and transport dredge spoils.
- 38' x 90' flat work barge with crane to provide support services.
- 26' x 98' tug boat "Ocean King" to conduct dredge spoil transport.
- 12' x 25' push boat "Twistah" to assist with dredge spoil transport.

**Hydrographic Surveys**

In order to assist the dredge crew with necessary field engineering and surveying, Coastline Consulting & Development, LLC will be conduct any necessary pre-dredge, progress, and post-dredge hydrographic surveys within the project dredge footprints. We view this service as ongoing dredge quality control during the duration of the project to best assure control depth and positioning within the project footprint. Within the project footprint, we will conduct detailed transect line spacing in both perpendicular and parallel directions. Bar checks, horizontal positioning, and vertical positioning will be checked

during the course of the survey. All techniques used to perform the survey will meet or exceed those standards within in the U.S. Army Corps of Engineers Hydrographic Survey Manual (EM 1110-2-1003) for a general condition survey in soft bottom conditions.

Coastline Consulting & Development, LLC proposes to use our 14' workboat powered by a 25 hp outboard motor for survey access. While conducting the hydrographic survey, horizontal positioning will be achieved using a Topcon GPS/RTK with sub-meter accuracy and transects will be logged using Hypack data acquisition software. Hydrographic data will be collected using a Teledyne Odom Echotrac CVM with a dual frequency transducer (200 kHz/4° and 24 kHz/20°) specifically designed for dredge project surveys. Processing and generation of data will be performed using Hypack and AutoCad. The final product for each survey will consist of a hard copy drawing plotted on large 24" x 36" sheets, scaled, referenced to a mean low water datum, and plotted in the New York State Plane coordinate system.

#### **Dredge Horizontal and Vertical Controls**

The Patriot Marine, LLC dredge computer system operates the same Hypack software used by Coastline Consulting & Development, LLC for the hydrographic surveys. Therefore, prior to dredging, the pre-dredge hydrographic survey and project dredge footprint will be imported into the dredger's Hypack computer. Once installed, this system provides the dredge continuous live horizontal position (on screen) within the footprint during dredge operations. Vertical dredge control will be achieved using various waterside benchmarks/tide boards established by Coastline Consulting & Development, LLC in reference to vertical markings on the arm of the excavator dredge.

#### **Dredge & Disposal Activities**

Dredging and disposal activities are anticipated to initiate immediately upon mobilization to the site. Due to the relatively deep channel conditions, the deck/spoil barge and the dredge/excavator barge will move into the proper dredge position just after low tide. Dredging and barge loading will occur for the approximate 3 hour period between mid tide to and high tide each day. Once fully loaded with approximately 700-800 cubic yards, the disposal scow will be towed to the Western Long Island Sound Disposal Site. When weather permits, it is our plan to return for the next tide cycle and immediately start dredging again. At times, this may involve both daytime and nighttime dredging.

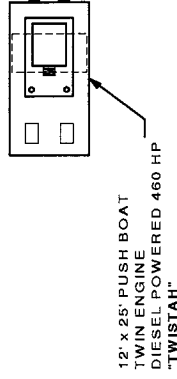
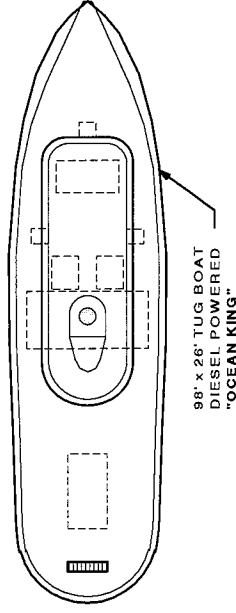
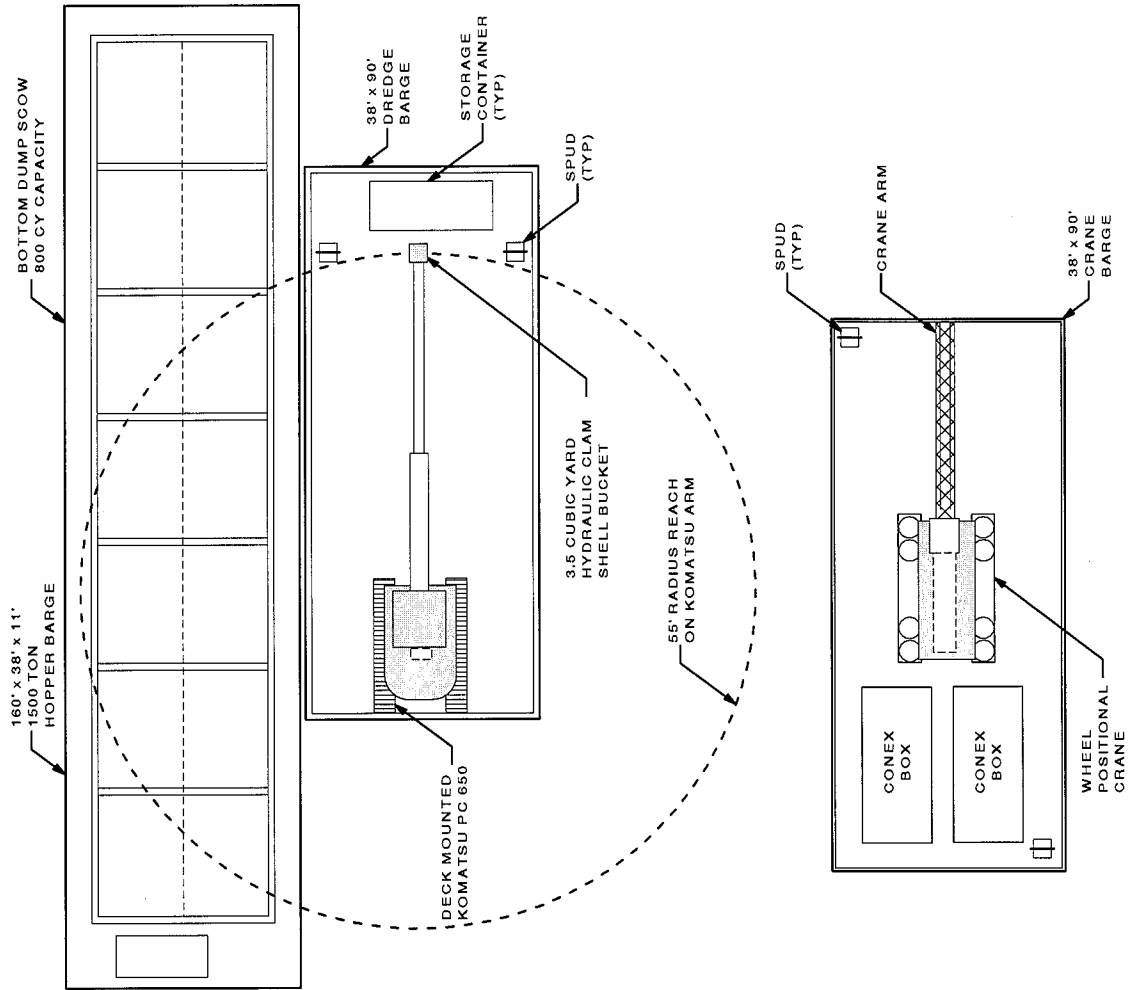
Sincerely,



Mark Jackson, President  
Coastline Consulting & Development, LLC

Attachment:  
Floating Dredge Plant Detail

# FLOATING DREDGE PLANT



SCALE: 1" = 30'

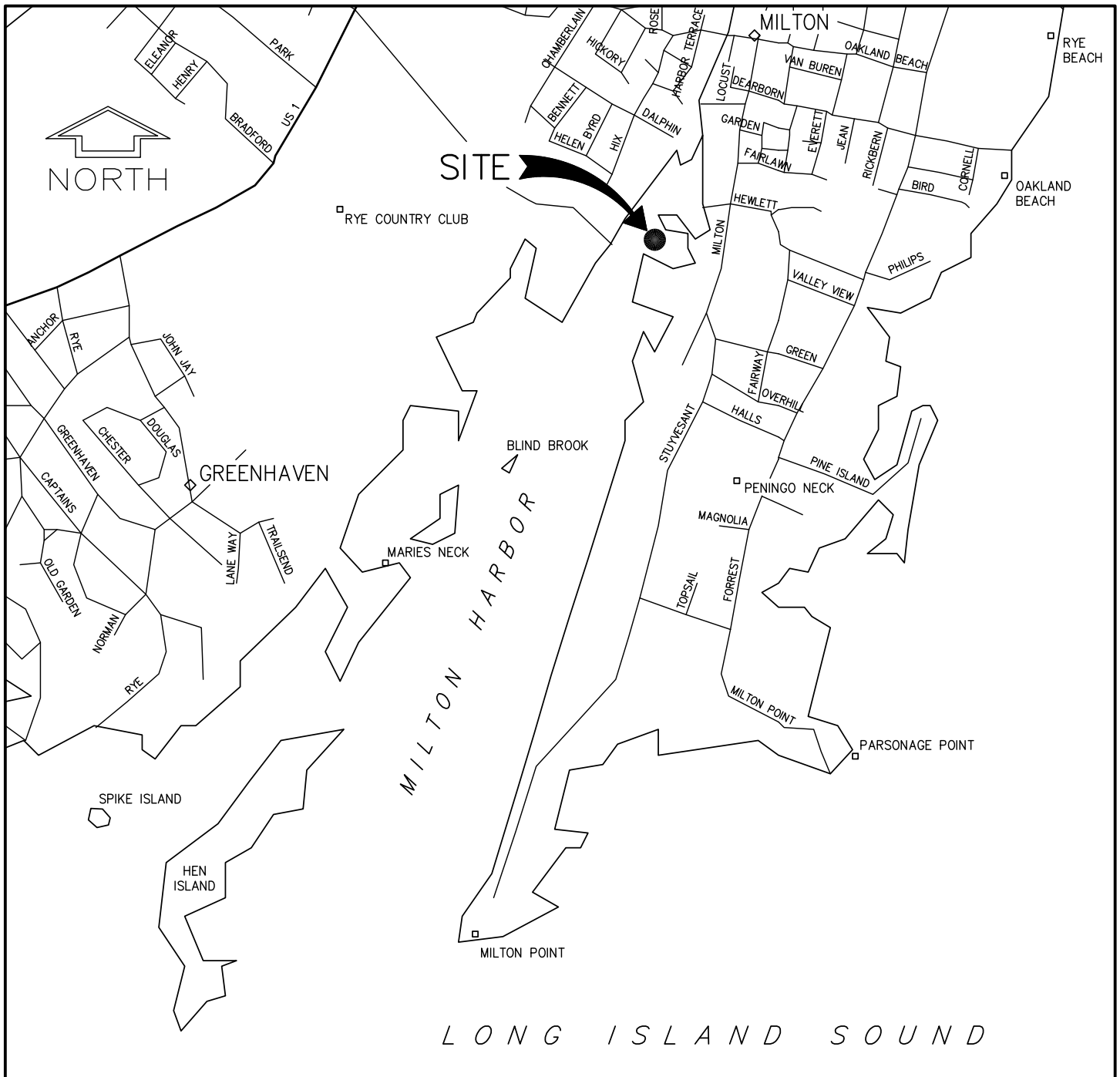


**Coastline Consulting & Development**  
5-B Old Post Road, Madison, CT 06443  
(203) 245-8138

FLOATING DREDGE PLANT  
& SUPPORT EQUIPMENT

PATRIOT MARINE  
TYPICAL PROJECT EQUIPMENT





TAKEN FROM DeLORME MAPEXPERT  
WINDOWS V2.0

## VICINITY MAP



FOR PERMIT USE ONLY  
NOT FOR CONSTRUCTION

DATUM: MEAN LOW WATER  
APPLICATION BY: CITY OF RYE  
APPLICATION NO.:  
AGENT: OCEAN & COASTAL  
CONSULTANTS ENGINEERING, P.C.

PROPOSED CHANNEL AND BASIN DREDGING

MILTON HARBOR  
CITY OF RYE  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

DATE: 1/21/13

SHEET 1 OF 7



#### FEDERAL CHANNEL COORDINATES

POINT	NORTHING	EASTING
7	N 287,245.42	E 1,068,580.84
8	N 287,187.10	E 1,068,662.07
11	N 288,302.87	E 1,069,340.01
12b	N 288,543.59	E 1,069,462.85
12c	N 288,462.09	E 1,069,359.12
13a	N 288,484.70	E 1,069,953.49
14a	N 288,435.06	E 1,069,947.53
15a	N 288,491.48	E 1,069,477.46
15b	N 288,453.04	E 1,069,428.54
16	N 288,221.41	E 1,069,400.73
17a	N 288,091.40	E 1,069,790.51
17b	N 288,105.13	E 1,069,815.20
18	N 288,328.97	E 1,069,868.48
19	N 288,317.39	E 1,069,917.12
20a	N 288,058.95	E 1,069,855.60
20b	N 288,026.13	E 1,069,796.59
21	N 288,160.60	E 1,069,393.42
22	N 288,135.31	E 1,069,342.82
D1	N 288,193.63	E 1,069,261.58
D2	N 287,395.11	E 1,068,688.30
D3	N 287,336.79	E 1,068,769.54

FEDERAL CHANNEL LIMIT LINE  
FEDERAL NAVIGATION CHANNEL  
FEDERAL CHANNEL LIMIT LINE

N 288000

E 1069000

DREDGE DEPTH  
EL. -8.0 FT.

DREDGE DEPTH  
EL. -6.0 FT.

N 287500

E 1069500

#### SEDIMENTATION BASIN COORDINATES

POINT	NORTHING	EASTING
S1	N 288,491.69	E 1,069,466.81
S2	N 288,571.14	E 1,069,476.21
S3	N 288,565.27	E 1,069,525.86
S4	N 288,485.82	E 1,069,516.46

N 288068.31302  
E 1069555.01812

N 288027.62331  
E 1069677.90887

#### EXISTING SITE PLAN



E 1070000

N 288000

FOR PERMIT USE ONLY  
NOT FOR CONSTRUCTION

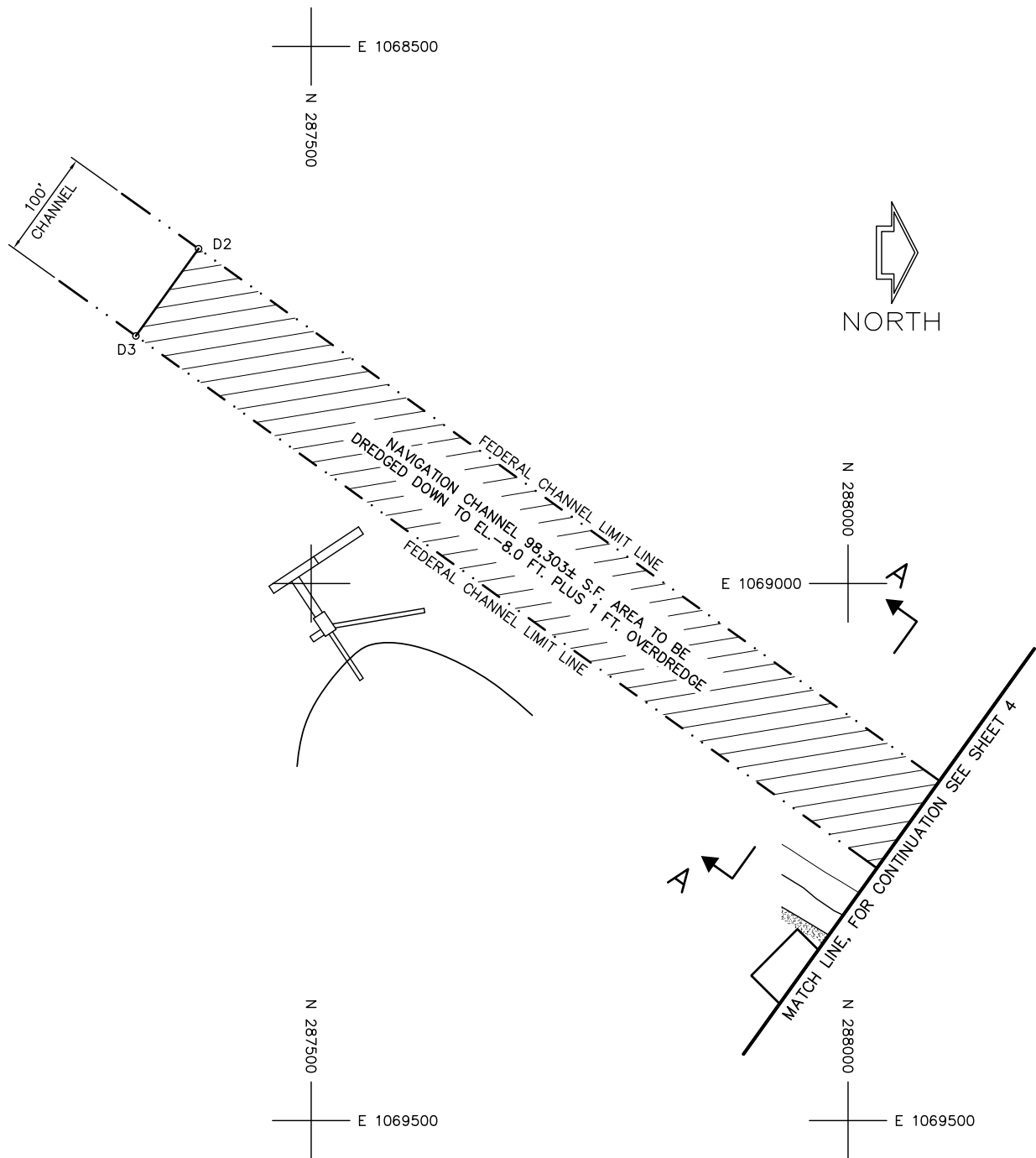
DATUM: MEAN LOW WATER  
APPLICATION BY: CITY OF RYE  
APPLICATION NO.:  
AGENT: OCEAN & COASTAL  
CONSULTANTS ENGINEERING, P.C.

#### PROPOSED CHANNEL AND BASIN DREDGING

MILTON HARBOR  
CITY OF RYE  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

DATE: 1/21/13

SHEET 2 OF 7



## PROPOSED DREDGING PLAN — SHEET 1 OF 2



FOR PERMIT USE ONLY  
NOT FOR CONSTRUCTION

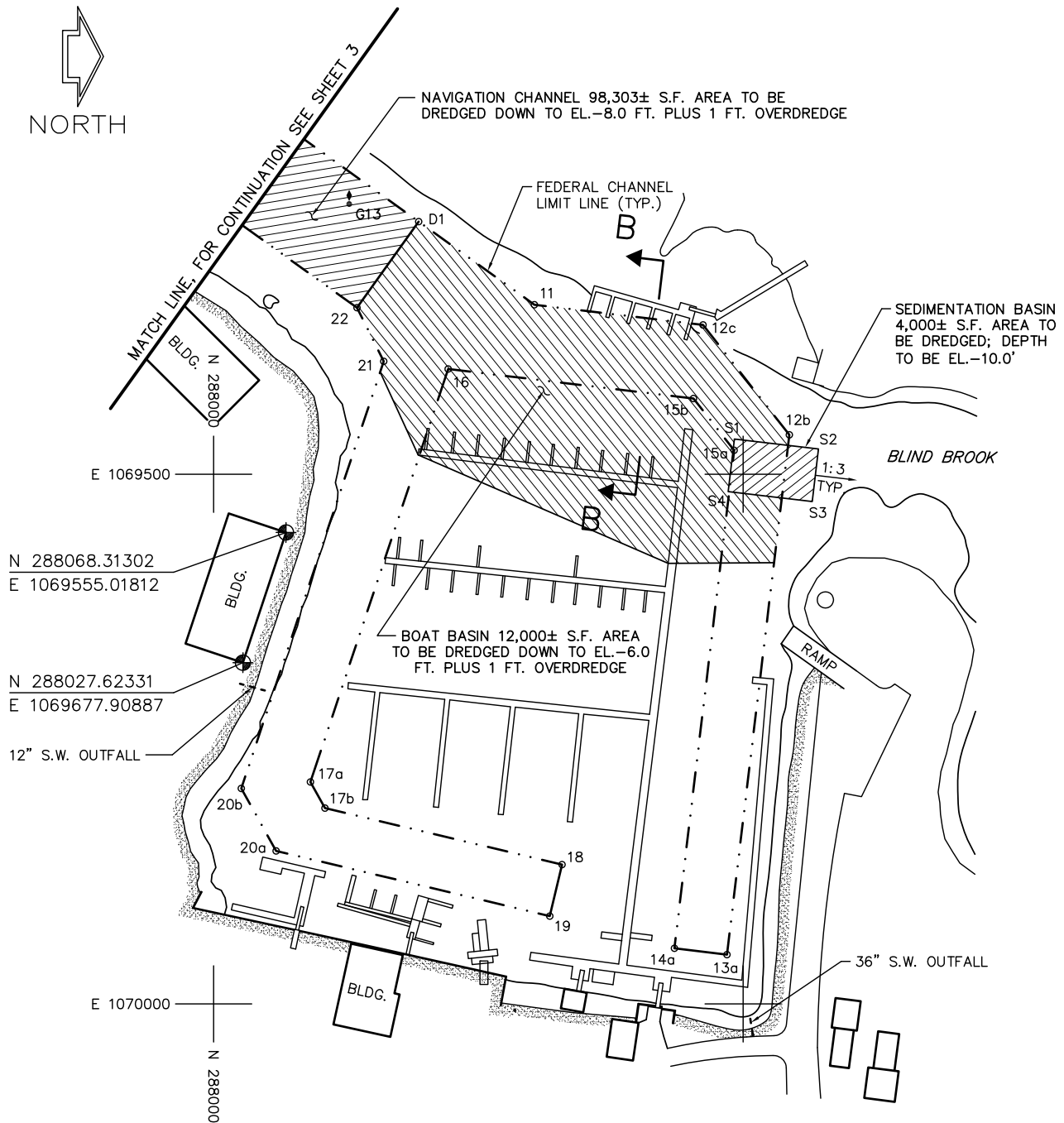
DATUM: MEAN LOW WATER  
APPLICATION BY: CITY OF RYE  
APPLICATION NO.:  
AGENT: OCEAN & COASTAL  
CONSULTANTS ENGINEERING, P.C.

PROPOSED CHANNEL AND BASIN DREDGING

MILTON HARBOR  
CITY OF RYE  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

DATE: 1/21/13

SHEET 3 OF 7



## PROPOSED DREDGING PLAN – SHEET 2 OF 2

FOR PERMIT USE ONLY  
NOT FOR CONSTRUCTION

0 150 300 FT.

SCALE

DATUM: MEAN LOW WATER

APPLICATION BY: CITY OF RYE

APPLICATION NO.:

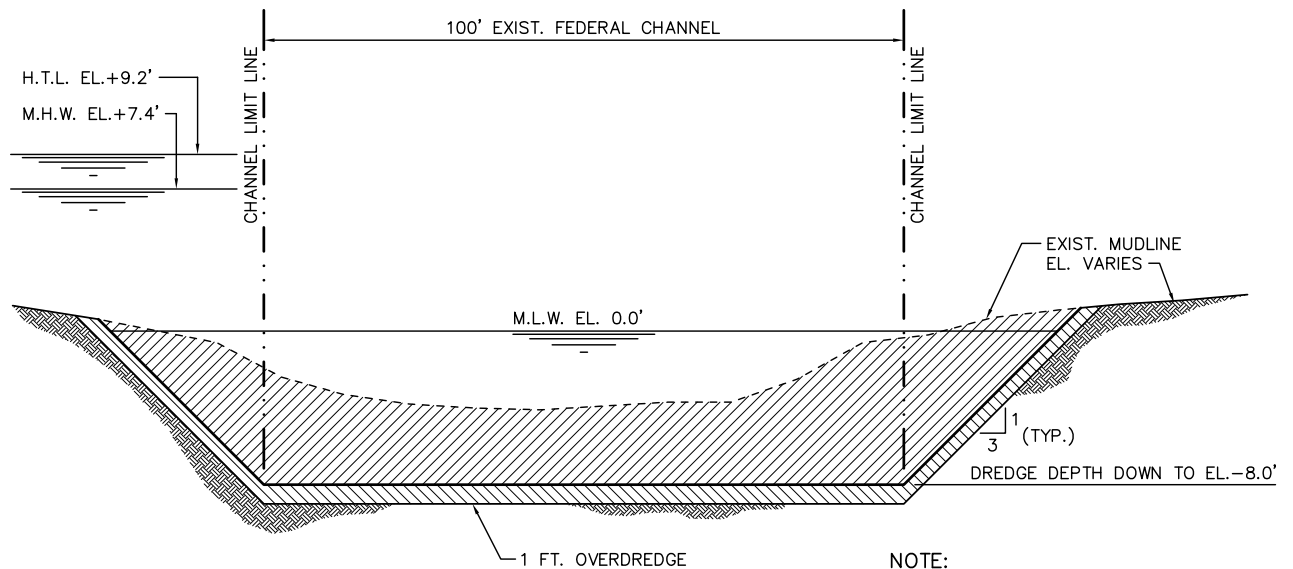
AGENT: OCEAN & COASTAL  
CONSULTANTS ENGINEERING, P.C.

PROPOSED CHANNEL AND BASIN DREDGING

MILTON HARBOR  
CITY OF RYE  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

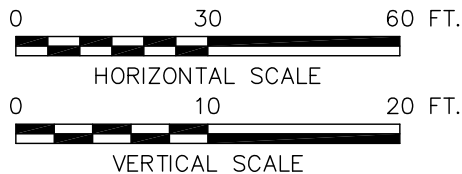
DATE: 1/21/13

SHEET 4 OF 7



**NOTE:**  
EXISTING MUDLINE SHOWN DEPICTED FROM USACE SOUNDINGS TAKEN ON 19-20 OCTOBER 2012 AND CAN ONLY REFLECT CONDITIONS AS THEY EXISTED AT THE TIME OF THE SURVEY.

### SECTION A-A



FOR PERMIT USE ONLY  
NOT FOR CONSTRUCTION

DATUM: MEAN LOW WATER

APPLICATION BY: CITY OF RYE

APPLICATION NO.:

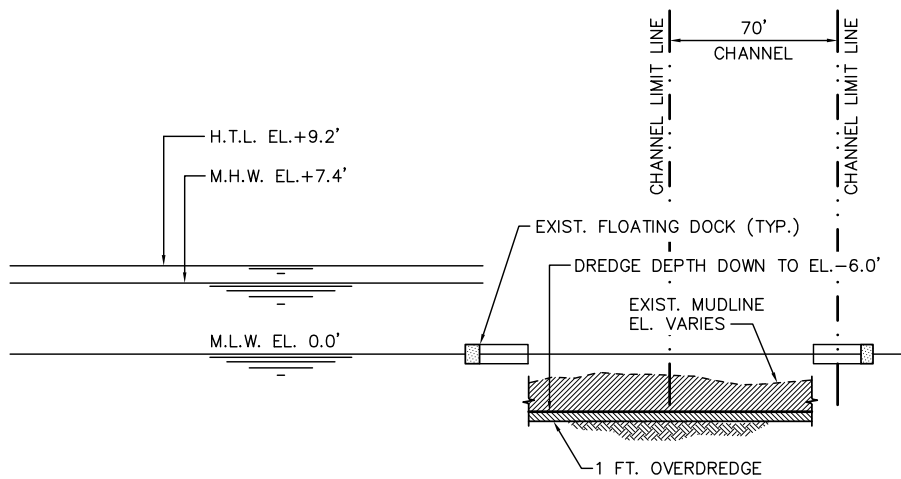
AGENT: OCEAN & COASTAL  
CONSULTANTS ENGINEERING, P.C.

PROPOSED CHANNEL AND BASIN DREDGING

MILTON HARBOR  
CITY OF RYE  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

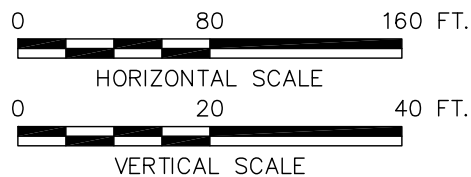
DATE: 1/21/13

SHEET 5 OF 7



**NOTE:**  
EXISTING MUDLINE SHOWN DEPICTED FROM  
LIMITED USACE SOUNDING INFORMATION  
TAKEN ON 19-20 OCTOBER 2012 AND  
CAN ONLY REFLECT CONDITIONS AS THEY  
EXISTED AT THE TIME OF THE SURVEY.

## SECTION B-B



FOR PERMIT USE ONLY  
NOT FOR CONSTRUCTION

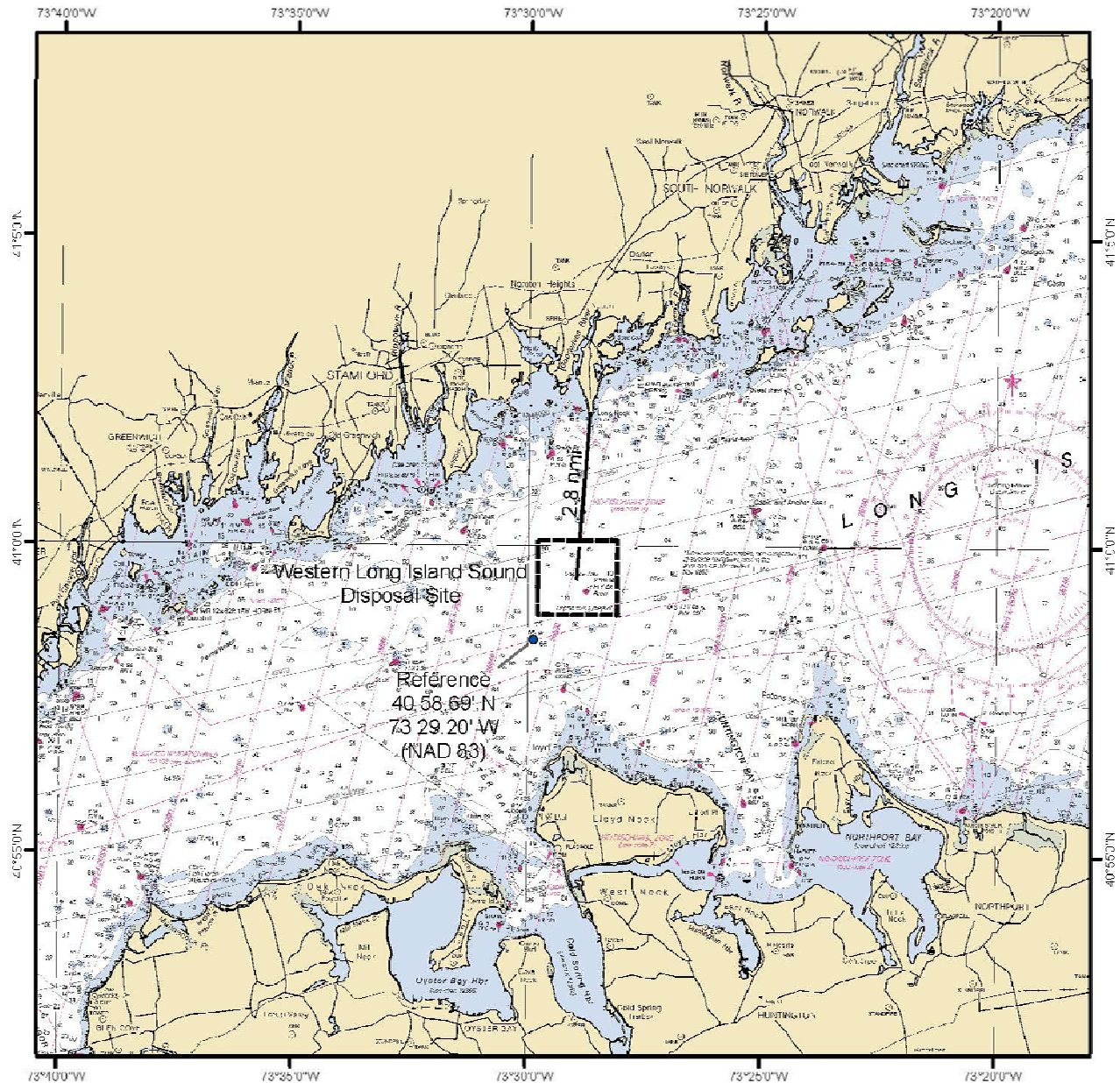
DATUM: MEAN LOW WATER  
APPLICATION BY: CITY OF RYE  
APPLICATION NO.:  
AGENT: OCEAN & COASTAL  
CONSULTANTS ENGINEERING, P.C.

PROPOSED CHANNEL AND BASIN DREDGING

MILTON HARBOR  
CITY OF RYE  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

DATE: 1/21/13

SHEET 6 OF 7



## WESTERN LONG ISLAND SOUND DISPOSAL SITE

Description: The Western Long Island Sound Disposal Site (WLDS) is located 2.8 nmi (5.1 km) south of Long Neck Point, Noroton, Connecticut between three historic dredged material disposal sites (Stamford, South Norwalk, and Eaton's Neck). It is a site centered at 40° 59.500' N, 73° 28.950' W (NAD 83). The authorized disposal point (within the overall disposal area) is specified for each dredging project in other project documents.

FOR PERMIT USE ONLY  
NOT FOR CONSTRUCTION

DATUM: MEAN LOW WATER  
APPLICATION BY: CITY OF RYE  
APPLICATION NO.:  
AGENT: OCEAN & COASTAL  
CONSULTANTS ENGINEERING, P.C.

PROPOSED CHANNEL AND BASIN DREDGING

MILTON HARBOR  
CITY OF RYE  
COUNTY OF WESTCHESTER  
STATE OF NEW YORK

DATE: 1/21/13

SHEET 7 OF 7



# CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager

DATE: April 17, 2013

CONTACT: Scott D. Pickup, City Manager

**AGENDA ITEM:** Resolution declaring certain City of Rye equipment and vehicles as surplus.

**FOR THE MEETING OF:**

April 17, 2013

**RYE CITY CODE,**

CHAPTER  
SECTION

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

WHEREAS, the City has been provided with a list of City equipment and vehicles identified as being obsolete or will become obsolete during 2013, and,

WHEREAS, these Departments have recommended that said equipment and vehicles be declared surplus, now, therefore, be it

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

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

**IMPACT:** ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other


**BACKGROUND:** The following Departments have provided a list of equipment and vehicles that are either currently obsolete or will become obsolete during calendar year 2013.

Boat Basin:	equipment
Fire Department:	equipment
Rye Golf Club:	equipment and furniture
Police Department:	equipment and vehicles
Department of Public Works:	equipment and vehicles
Rye Recreation:	equipment and vehicles

See attached.



**CITY OF RYE, NY**  
**Department of Public Works**  
**Memorandum**

DATE: April 2, 2013  
TO: Scott Pickup, City Manager  
FROM: Ryan Coyne, City Engineer   
RE: Surplus Vehicles and Equipment

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As discussed, we have developed a list of vehicles and motorized equipment that are no longer useful to City departments. This list is inclusive of the Departments of Public Works, Police, Recreation, Fire, and Boat Basin. We are requesting that the council deem these items as "surplus" so that we can proceed to auction.

Should you need additional information, please feel free to call me.

List of Surplus Equipment:

- ☐ 1999 smart trailer, Vin # 1K9BS0815XK118082, (PD)
- ☐ 2001 smart trailer, Vin # 1K9BS08151K118218, ( PD)
- ☐ 2008 Ford Crown Vic, Vin # 2FAHP71V58X131106, Mileage 92,091 (old PD 18)
- ☐ 1986 Chevy 3500, Vin # 1GBHD34J4GF422800, Mileage 5,584 (PD Aux 31)
- ☐ 1999 Ford Crown Vic, Vin # 2FAFP71W8XX110782, Mileage 60,106 (old PD car 29)
- ☐ 1993 Jeep Grand Cher, Vin # 1J4GZ58S7PC688752, Mileage 70,592 (PD undercover)
- ☐ 2003 Ford Crown Vic, Vin # 2FAFP71W53X112581, Mileage 63,531 (Buildings Car 81)
- ☐ 1947 AUSWE, Vin # 24255AW66 (road grader)
- ☐ 1946 BARGRE, Vin # H12359 (snow loader)
- ☐ 1994 Toro 223D (mower)
- ☐ 1988 Vermeer Stump Grinder, Vin # 1VRC131F8H1001918 (stump grinder)
- ☐ Toro Sand Pro Mod # 5020 (Rye Rec.)
- ☐ Truck mounted Sprayer (Rye Rec.)
- ☐ Pro Line Tennis Roller, Sir # A50555 (Rye Rec.)
- ☐ Toro Snow Thrower CCR 2000 (Marina)

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*Public Works*  
*141 Oakland Beach Avenue*  
*Rye, NY 10580*

*(914) 967-7464 phone*

*(914) 967-4107 fax*



William R. Connors  
*Police Commissioner*

## POLICE DEPARTMENT

City of Rye, New York

21 McCullough Place

Rye, N. Y. 10580

Phone: (914) 967-1234

FAX: (914) 967-8341



April 9, 2013

Memorandum for: Scott D. Pickup, City Manager

Subject: **SURPLUS EQUIPMENT**

Attached, as per your request, is a listing of items to be declared surplus for disposal.

Submitted for your information and consideration.

WRC/wrc

A handwritten signature in black ink that reads "William R. Connors".

William R. Connors  
Police Commissioner

## **Computer Equipment That Has Been Removed From Inventory For Disposal**

The following equipment is either obsolete, nonfunctional or in disrepair and has been removed from inventory.

As of December 7, 2011

- 1 Dell Dimension Work Station Computer, 4400 Serial # 1VN7F11 - No Hard Drive and No Memory
- 1 Dell E17 FPB 17 inch Monitor, Serial # CNOU49314663359L88RM - No Video Displaying
- 1 HP DC7700 CMT Work Station Computer, Serial # MXL7200FH4 – No Hard Drive, No Memory, and Other Hardware Issues.
- 1 Dell Dimension 4550 Work Station Computer, Serial # CL8WF21 – No Hard drive, No Memory
- 1 HP DC5100 MT Work Station Computer, Serial # 2UA6441C90 – No Hard Drive, No Memory, USB Not Working
- 1 Dell E1702 FP 17 inch Monitor, Serial # mxo8g15247605319dgw1 – No Video Displaying
- 1 Dell Optiplex GX27 Work Station Computer, Serial # 45496852115 - No Hard Drive, No Network Card, Other Missing and Damaged Frame Parts

**City of Rye  
Memorandum**

TO: Mayor and Council  
Scott Pickup, City Manager

FROM: Eleanor M. Militana

DATE: April 12, 2013

SUBJECT: Additional Items for Surplus

The following Departments have submitted additional items for surplus:

Fire Department:

- (1) Make- Gestetner Copy/Fax/Printer/Scanner Model#DSm-416 Super G3  
Serial#70203445
- (2) Orange in color - Model 71 Series Basket Stretchers

Rye Golf Club

- (1) Make: Cannon copier  
Model: Image runner 330S  
Serial #: NNY00565
- (2) Queen Anne style couches
- (206) Banquet Chairs

