

CITY OF RYE

NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, June 12, 2013, at 8:00 p.m. in Council Chambers at City Hall. *The meeting will be preceded by a Workshop on the Rye Golf Club with members of the Rye Golf Club Commission and the Rye Golf Club Strategic Committee beginning at 7:00 p.m.*

AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Draft unapproved minutes of the regular meeting of the City Council held May 22, 2013, the special meeting of the City Council held May 29, 2013, and the special meeting of the City Council held June 5, 2013.
5. Mayor's Management Report
 - Technology Committee Update
 - Capital Projects Update
 - Legal Update
6. Presentations by the Citizens Finance Committee:
 - Four-year financial plan for the City.
 - Rye Arts Center lease
7. Presentation by All City Management Services (ACMS) for the outsourcing of school crossing guard services.
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. Public Hearing to establish the 2013 Budgeted Fees and Charges.
10. Consideration to adopt a Conflict of Interest form.
11. Public Hearing to amend local law Chapter 15, "Code of Ethics", to reflect the addition of the Conflict of Interest form.
12. Discussion of the revised Inter-Municipal Agreement with the Municipal Employee Benefits Consortium (MEBCO).
13. Residents may be heard on matters for Council consideration that do not appear on the agenda.

14. Bid Award for the Annual Street Resurfacing contract (Contract #2013-04).
Roll Call.
15. Bid Award for Sidewalk Materials Contract (Contract #2013-05).
Roll Call.
16. Resolution to declare certain equipment as surplus.
Roll Call.
17. Consideration of a request by the Rye Chamber of Commerce for the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 25, 2013 through Saturday, July 27, 2013 from 9:00 a.m. to 5:00 p.m.
18. Resolution to grant permission to the Rye Free Reading Room to hold a free community event on the Village Green on Saturday, September 21, 2013 from 10 a.m. to at 1 p.m.
19. Miscellaneous communications and reports.
20. Old Business.
21. New Business.
22. Adjournment.

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The next regular meeting of the City Council will be held on Wednesday, July 10, 2013 at 8:00 p.m. The City Council will hold a Workshop on the upcoming Rye City School District construction project on Monday, June 24, 2012 at 7:30 p.m.

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

* Office Hours of the Mayor by appointment by emailing dfrench@ryeny.gov.



CITY COUNCIL AGENDA

NO. 4

DEPT.: City Clerk

DATE: June 12, 2013

CONTACT: Dawn Nodarse

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

FOR THE MEETING OF:

June 12, 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 May 22, 2013, the special meeting of the City Council held May 29, 2013, and the special meeting of the City Council held June 5, 2013, as attached.

DRAFT UNAPPROVED MINUTES of the
Regular Meeting of the City Council of the City of
Rye held in City Hall on May 22, 2013 at 8:00 P.M.

PRESENT:

DOUGLAS FRENCH Mayor
LAURA BRETT
RICHARD FILIPPI (left at 9:05 p.m.)
PETER JOVANOVIK
JULIE KILLIAN
CATHERINE F. PARKER
JOSEPH A. SACK (left at 11:30 p.m.)
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. General Announcements

Announcements were made regarding various activities and events of interest to the community.

4. Draft unapproved minutes of the regular meeting of the City Council held May 8, 2013

Councilman Jovanovich made a motion, seconded by Councilwoman Brett and unanimously carried, to approve the minutes of the regular meeting, as amended.

Joseph Murphy, Chairman of the Rye Senior Advocacy Committee, said that the Committee would like to add to their mission in order to become more of an advocate for seniors for institutions related to the City, in connection with issues such as affordable housing and Rye Golf Club.

5. Mayor's Management Report

- Presentation of the City of Rye Stormwater Management Program 2012 Annual Report

City Engineer Ryan Coyne presented the 2012 Annual Report on the City's Stormwater Management Program as required by law. In 2002 the Department of Environmental Conservation (DEC) mandated that municipalities come up with a six-point stormwater plan to reduce or remove pollution and educate the public on stormwater issues. The points deal with public education, public involvement, illicit discharge detection and elimination, construction and post-construction management and municipal operations. The public education and involvement is handled through voluntary boards such as the CC/AC, Planning Commission and Sustainability Committee. Illicit discharge detection and elimination involves the City identifying every stormwater pipe that outfalls into a water body and inspecting them. The DPW inspects approximately 20% per year. Construction and post-construction management deals with erosion control measured during building construction and drywells and stormwater pond maintenance post-construction. Municipal operations deals with the DPW cleaning catch basins, sweeping streets and removing sediment that would otherwise wash into the drains and streams. This report must be submitted to the DEC by June 1st.

- Capital Projects Update

Dredging of Milton Harbor - 17,000 cubic yards out of the 20,000 allowed under the permit have already been removed. It is hoped that the original dredge plan will be completed by the weekend. If the amount removed is below the 20,000 cubic yard number, the City will be able to go outside of the original plan and do more than originally anticipated. There was a discussion of the area that would be included if this becomes possible and how it might affect the ability to get a permit to continue dredging in the fall.

Bids – The annual street resurfacing and sidewalk contracts will be going out to bid. The section of the Post Road from Parsons Street to the area in front of Lester's is the primary area for the paving contract. The sidewalk bid will include the regular annual sidewalk maintenance work, sidewalks that were damaged in Hurricane Sandy, and the Infrastructure Bond sidewalk projects.

MTA Parking Lot – The City is looking to utilize small increases in commuter parking fees over the next two years along with bonding, grant money, and money from Metro North in order to do a significant project at the railroad.

School Construction Project – City Manager Pickup said he would like the Council to have a work session in June in order to discuss a plan for alternate drop offs, and traffic patterns around the school in order to be prepared prior to school opening in the fall.

Sluice Gate – The “christening” ceremony will be held on June 4th.

Additionally, City Manager Pickup updated the Council on issues related to the 2% money issue with the Fire Department. An agreement was negotiated in a Stipulation of Settlement of a lawsuit that includes a formula for sharing this money between the volunteers

and full-time fire fighters. The two groups are deadlocked and the full-time fire fighters have asked for an arbitration.

- Legal Update

Corporation Counsel Wilson reported on the following matters:

- *Runes v. Assessor* – This pending Article 78 proceeding was withdrawn as a condition of settlement of a recently received small claims matter from the same petitioner.
- 120 Old Post Road - There will be a confidential update in the Friday packet on a tax certiorari matter concerning this property.

6. Presentation on City Financials by Scott Oling of the auditing firm of O'Connor, Davies, Munns & Dobbins, LLP

Scott Oling, representing O'Connor, Davies, LLP said that the City goes beyond what is required for annual financial reporting by New York State by preparing a Comprehensive Annual Financial Report (CAFR), which is then submitted to and graded by the Government Finance Officers Association (GFOA). Mr. Oling said that there are several changes in this year's Independent Auditors' Report from what was issued in the past that reflect new auditing standards. He reviewed the General Fund, which is the primary fund of the City. The budget for revenues is approximately \$30 million, primarily coming from the levy of property taxes. For 2012 the total revenues were \$32.1 million or approximately \$2 million more than budgeted. Expenditures, which are reported under several categories (General Government, Public Safety, Transportation, Culture and Recreation, and Home and Community Services) were \$30 million, about \$400,000 less than budgeted. Comparing 2012 to 2011 figures, expenses only went up about \$500,000, much of which can be attributed to storm related costs. Revenues exceeded expenditures by \$1.8 million. The Fund Balance increased from \$9.2 million to just over \$11 million. The Fund Balance is made up of several categories: Non-Spendable, Restricted, Assigned and Unassigned. The Unassigned Fund Balance is \$4.9 million or 16% of the 2013 budget. Mr. Oling also provided a brief update on the Rye Golf Club. The Club generated \$6.7 million in revenue, about \$250,000 more than last year. The costs also came in around \$6.7 million, about \$150,000 less than 2011. The overall equity dropped about \$114,000. The total net position of the Club is \$8 million but \$7.3 million is tied up in assets.

7. Consideration to set a Public Hearing for June 12, 2013 to establish the 2014 Budgeted Fees and Charges

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

WHEREAS, the City Council wishes to establish the 2014 Budgeted Fees and Charges; and

WHEREAS, it is now desired to call a public hearing on the proposed 2014 budgeted fees and charges, now, therefore, be it

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

Section 1. Pursuant to Section 20 of the Municipal Home Rule law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City on June 12, 2013 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning such proposed 2014 fees and charges.

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

**PUBLIC NOTICE
CITY OF RYE**

Notice of Public Hearing to establish the 2014 Budgeted Fees and Charges.

Notice is hereby given that a public hearing will be held by the City Council of the City of Rye on the 12th day of June, 2013 at 8:00 P.M. at City Hall, Boston Post Road, in said City, at which interested persons will be afforded an opportunity to be heard concerning the proposed 2014 Budgeted Fees and Charges.

Copies of said proposed fees and charges may be obtained from the office of the City Clerk.

Dawn F. Nodarse
City Clerk
Dated: May 31, 2013

City Manager Pickup provided a summary of proposed changes to the fee schedule for 2014. He noted that Boat Basin and Golf fees are set separately as part of their budget submission.

8. Discussion of the Report from the Rye Golf Club Strategic Committee

Peter Marshall, Chair of the Rye Golf Club Strategic Committee made a presentation recapping the work of the Committee that was formed in October 2012 with a mandate to assess Strategic models for the Golf Club considering the needs of club members and Rye residents as a public asset. They were asked to recommend operating policies and identify parameters that should be included if an RFP is warranted. The report, which can be found on the City website,

covered three topics: Mission, Governance, and Alternatives. The operation has been self-sustaining since its inception. Recent operating losses can be attributed to three factors: the worldwide recession; theft and fraud which inflated expenses; and the food and beverage operation has not been profitable. Municipal procedures make it difficult for the City to operate the restaurant and catering operation. Options offered were waiting a year to see what 2013 results are or preparing an RFP to outsource the food and beverage concession. There has always been an advisory group to act as a check and balance to the City management and look after the interests of club membership. Questions posed by the Committee: should the roles and responsibilities of the Golf Commission be clarified further and/or expanded; should there be a modification to the composition of the Commission; should governance be passed to a Board of Directors; or, should governance and management be passed to an external organization. The Club has always been controlled by the City Manager. Questions raised regarding management were: should Club operations continue to report directly to the City Manager, to another department, or directly to the City Council; should the Club outsource the food and beverage operations and consider reporting changes for the golf/pool operation; and, should all operations be outsourced and be managed by a third party. The Committee recommends the Council make decisions for short-term 2013 operations such as: improving management reporting and internal controls; a more clearly defined advisory role in decision making for the Golf Commission; and whether to complete an RFP for food and beverage operation or wait until 2013 results are finalized. There was a discussion among the members of the Council regarding operation of municipal pools and if the City should issue an RFP for restaurant operation.

9. Discussion and Update on a Conflict of Interest form

Corporation Counsel Wilson said that the draft form has been forwarded to everyone who would be required to sign it and feedback has been received. There was a discussion among the Council about revisions to the form based on these comments. Ms. Wilson was asked to make the changes prior to the next meeting.

10. Consideration to set a Public Hearing for June 12, 2013 to amend local law Chapter 15, "Code of Ethics", to reflect the addition of the Conflict of Interest form

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

WHEREAS, the Council wishes to amend Chapter 15 "Ethics, Code of" of the Code of the City of Rye; and

WHEREAS, it is now desired to call a public hearing on such proposed amendments to the law, now, therefore, be it

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

Section 1. Pursuant to Section 20 of the Municipal Home Rule Law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City on June 12, 2013 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning such proposed local law.

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

**PUBLIC NOTICE
CITY OF RYE**

Notice of Public Hearing on a proposed local law to amend Chapter 15 “Ethics, Code of” §§ 15-2 “Conflicts of Interest”, 15-4 “Disclosure of interest”, 15-13 “Board of Ethics” and to add § 15-16 “Waiver procedure” of the Rye City Code

Notice is hereby given that a public hearing will be held by the City Council of the City of Rye on the 12th day of June, 2013 at 8:00 P.M. at City Hall, Boston Post Road, in said City, at which interested persons will be afforded an opportunity to be heard concerning a proposal to amend Chapter 15 “Ethics, Code of” of the City Code of the City of Rye.

Copies of said local law may be obtained from the office of the City Clerk.

Dawn F. Nodarse
City Clerk
Dated: May 31, 2013

11 Resolution for the City Council adoption of a community-wide Civility Statement

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

RESOLVED that the City Council of the City of Rye hereby adopts the following Rye Civility Statement:

We strive to promote a culture of civility and caring in all aspects of our community life and beyond.

We recognize, without judgment, the inherent dignity and worth of each person, group, family and organization.

We believe that all interpersonal exchanges, even adversarial ones, can be conducted with mutual respect.

We aspire to be part of a community that is rooted in acceptance, inclusion and compassion.

We accept the need for honest self-reflection and the obligation to hold each other accountable for our words and actions.

We commit to acting with integrity and living as observable models of positive civic behavior.

ROLL CALL:

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

The Resolution was adopted by a 6-0 vote

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

There was no one wishing to speak under this agenda item.

13. Miscellaneous Communications and Reports

Councilwoman Brett reported that the company doing the maintenance at Rye Town Park is doing a great job and things are starting to look good.

Mayor French said that since the former Chair of the Flood Advisory Committee has stepped down, a new Chair needed to be appointed. Councilman Jovanovich made a motion, seconded by Councilwoman Brett and unanimously carried, to appoint Bernie Altoff as the Chair of the Rye Flood Advisory Committee.

Councilwoman Parker reported that the Playland Advisory Committee had its first meeting of the season. She said the boardwalk from the Ice Casino to the Tiki Bar was completed in time for opening day. The beach will open in a couple of weeks.

Mayor French asked if the Government Relations Committee could be asked to revisit their report on the issue of revaluation. The Mayor also said that Council feedback about the head of security at Rye Town Park working for both Rye Town Park and the City's Marine Patrol and reporting to two different people could present a conflict. The candidate will report only to the Rye Police Department and the Marine Patrol hours will take precedent and hours at the park will be flexible. The Capital Committee for the Park will take two tracks. An RFP was put out and fund-raising for grants and donors will also be explored.

14. Old Business

Mayor French said there were three elements to zoning changes that have been discussed with the Board of Architectural Review (BAR): scope of authority; formal process of referring applicants back to BAR from the Zoning Board; and looking at the zoning table. Corporation Counsel said she has spoken with City Planner Christian Miller and they will put together proposals dealing with concerns about the mass and size of homes. Councilwoman Brett asked Corporation Counsel Wilson to look at tax incentives for historic restoration of homes as a step toward preserving the character of neighborhoods.

15. New Business

Councilwoman Parker referred to a bulletin issued by United Water and suggested that representatives of the company should come to a Council meeting to report on water quality issues.

16. Adjournment

There being no further business to discuss Councilwoman Brett made a motion, seconded by Councilman Jovanovich and unanimously carried, to adjourn the meeting at 11:47 p.m.

Respectfully submitted,

Dawn F. Nodarse
City Clerk

DRAFT UNAPPROVED MINUTES of the
Special Meeting of the City Council of the City of
Rye held in City Hall on May 29, 2013 at 8:00 P.M.

PRESENT:

LAURA BRETT
PETER JOVANOVICH
JULIE KILLIAN
CATHERINE F. PARKER
Councilmembers

ABSENT: Mayor French, Councilman Filippi and Councilman Sack

1. Pledge of Allegiance

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

2. Roll Call

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

3. Appeal of denial of FOIL requests by Timothy Chittenden

The Council considered appeals of the following FOIL requests:

Rye PD 1

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

RESOLVED that a diligent search has been conducted and no responsive documents were located; therefore, the appeal of FOIL Request RYE PD 1 is hereby denied.

ROLL CALL:

AYES: Deputy Mayor Jovanovich, Councilwoman Brett, Councilwoman Killian,
Councilwoman Parker

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Councilman Sack

The Resolution was adopted by a 4-0 vote.

Incalcaterra 2

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

RESOLVED that the appeal of FOIL request Incalcaterra 2 seeking a copy of Police Officer Incalcaterra's 2012 calendar is hereby granted with the understanding that the document being provided is the unsigned 2012 calendar.

ROLL CALL:

AYES: Deputy Mayor Jovanovich, Councilwoman Brett, Councilwoman Killian, Councilwoman Parker

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Councilman Sack

The Resolution was adopted by a 4-0 vote.

Incalcaterra 4

Councilwoman Parker made a motion, seconded by Councilwoman Killian to adopt the following resolution:

RESOLVED that a diligent search has been conducted and no additional documents were located; therefore the appeal of FOIL request Incalcaterra 4 for copies of requests for outside employment for the years 2011, 2010 and 2007 for Officer Incalcaterra is hereby denied.

ROLL CALL:

AYES: Deputy Mayor Jovanovich, Councilwoman Brett, Councilwoman Killian, Councilwoman Parker

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Councilman Sack

The Resolution was adopted by a 4-0 vote.

Incalcaterra 5

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

RESOLVED that the appeal of FOIL request Incalcaterra 5 seeking disciplinary records, civilian complaints; job performance communications and performance evaluations pertaining to Office Incalcaterra is hereby denied on the basis of POL 87(2)(a) and §50-a of the New York State Civil Rights Law.

ROLL CALL:

AYES: Deputy Mayor Jovanovich, Councilwoman Brett, Councilwoman Killian, Councilwoman Parker

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Councilman Sack

The Resolution was adopted by a 4-0 vote.

Incalcaterra 6

Councilwoman Killian made a motion, seconded by Councilwoman Brett to adopt the following resolution:

RESOLVED that the appeal of FOIL request Incalcaterra 6 that copies of records for overtime claims for Police Officer Incalcaterra be provided to the requestor electronically is hereby approved.

ROLL CALL:

AYES: Deputy Mayor Jovanovich, Councilwoman Brett, Councilwoman Killian, Councilwoman Parker

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Councilman Sack

The Resolution was adopted by a 4-0 vote.

Incalcaterra 7

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

RESOLVED that the appeal of the response to FOIL request Incalcaterra 7 seeking records relating to Supplementary Reports and Vehicle and

Traffic Summonses which indicated that the one document located was exempt under POL 87(2)(g) is hereby denied.

ROLL CALL:

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

The Resolution was adopted by a 4-0 vote.

Incalcatera 9

Councilwoman Brett made a motion, seconded by Councilwoman Killian to adopt the following resolution:

RESOLVED that the appeal of FOIL request Incalcaterra 9 seeking copies of all requests for time off submitted by Officer Incalcaterra is hereby denied because an additional search was performed and no documents other than those provided to the requestor have been located.

ROLL CALL:

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

The Resolution was adopted by a 4-0 vote.

4. Adjournment

There being no further business to discuss Councilwoman Brett made a motion, seconded by Councilwoman Killian and unanimously carried, to adjourn the meeting at 8:23 PM.

Respectfully submitted,

Dawn F. Nodarse
City Clerk
(Minutes written in absentia)

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

PRESENT:

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

ABSENT: DOUGLAS FRENCH Mayor
RICHARD FILIPPI
JULIE KILLIAN
Councilmembers

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

1. Pledge of Allegiance

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

2. Roll Call

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

3. Appeal of denial of FOIL requests by Timothy Chittenden

The Council considered the appeals of the following FOIL requests:

Incalcata Records 1

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

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye Police Records 6

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Arrest Reports

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Request re: 255 Theodore Fremd Avenue

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Incalcata Records 3

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Incalcata Records 8

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Records 3

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Records 5

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Records 2

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

Rye PD Calls for Service 2/1/2010

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

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

ROLL CALL:

AYES: Councilmembers Brett, Jovanovich, Parker and Sack

NAYS: None

ABSENT: Mayor French, Councilman Filippi and Killian

The Resolution was adopted by a 4-0 vote

4. Adjournment

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

Respectfully submitted,

Dawn F. Nodarse
City Clerk



CITY COUNCIL AGENDA

NO. 5

DEPT.: City Council

DATE: June 12, 2013

CONTACT: Mayor Douglas French

AGENDA ITEM: Mayor's Management Report

FOR THE MEETING OF:

June 12, 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:

- Technology Committee Update
- Capital Projects Update
- Legal Update

IT Governance: A Practical Guide for the City of Rye



- Rye Technology Management Committee

IT Governance

A High Level Summary

IT Governance Consists of the leadership, organizational structures and processes that ensure that the enterprise's information technology realizes, sustains and extends the city's strategies and objectives.

Essentially it is the Business of Running IT vs. Running the Technology

- It sets the rules and assures they are followed to the benefit of our stakeholders:
 - The Commonwealth of Rye and the Departments that rely on IT
 - Our Suppliers who provide us services
 - Our residents and commercial businesses

What are the Objectives of IT Governance?

Create IT Controls that provide general and technical guidelines to regulate the acquisition and implementation of information technology applications, information, infrastructure, and people.

The Primary Goal is to create Business Linkage to accomplish the following objectives:

- Strategic Alignment of the “Vision” of IT Services
 - i.e. Informative, Easily Accessible, Self Serviceable, E-filing
 - Establish IT Standards to enable data integration
 - Establish Procurement Processes to ensure the right decisions ,
 - On boarding & training procedures for Value Delivery

The Benefits of IT Governance

- Clear and informative communication to all stakeholders about the city's objectives including:
 - Our technology operational procedures
 - Our processes for evaluating and selecting new technologies and services.
 - Our stakeholders roles & responsibilities in the IT Gov process
- Effective & transparent Financial Management
- Improved Resource Management
 - Effective Management of Outsourced IT Suppliers
 - Relationship Management
 - Financial Management
 - Performance Management
 - Contract Management
- Strengthen Risk Management of our City Services

How do we get there?

We will need to establish Governance processes and structures to be to inform, direct, manage, and monitor the activities of the city departments towards the achievement the city's IT objectives.

A suggested approach of roles & responsibilities:

- **City Council** – review recommendations of the Rye Tech Committee, suggest modifications, establish budgets, sanction activities, and monitor the implementation of the IT Governance process.
- **Rye Technology Committee** – cast a “an IT Vision” to be reviewed by the City Council. Initiate a review of existing technology and services in use by departments. Makes recommendations to establish IT Standards. Establish IT Procurement processes as well as on-boarding and training procedures.
- **City Manager** – ensures that IT Standards and Control Processes are being followed by city departments for the procurement of new services and the onboarding of new technologies as well as training procedures for new and existing systems.
- **Coordinator of Computer Services** – maintains the operation and implementation of existing and new technology. The CCS additionally brings issues and situations forward to Rye Tech Com where departments deviate from the “Vision” and IT Standards and will suggest recommendations so Rye can achieve its IT Service Objectives.

Rye Tech Priorities

As a committee we will be reviewing the following so as to understand potential synergies between departments, systems and resources:

- IT-dependent Business Processes
- Data Repositories and Information Flows
- IT Infrastructure & Applications
- IT Resources and Workflow Processes to assess whether training programs could bring greater value to the department
- Decision makers by department including roles and responsibilities to understand how decisions get made
- System Suppliers that deliver services today and their future capabilities

Thank You!



CITY COUNCIL AGENDA

NO. 6

DEPT.: City Manager's Office

DATE: June 12, 2013

CONTACT: Scott D. Pickup, City Manager

AGENDA ITEM: Presentation by the Citizens Finance Committee on a four-year financial plan for the City and the Rye Arts Center lease.

FOR THE MEETING OF:

June 12, 2013

**RYE CITY CODE,
CHAPTER
SECTION**

RECOMMENDATION:

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

A presentation will be made by the Finance Committee on the following:

- a four-year Financial Plan for the City
- the Rye Arts Center Lease



CITY COUNCIL AGENDA

NO. 7

DEPT.: City Manager

DATE: June 12, 2013

CONTACT: Scott Pickup, City Manager

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

FOR THE MEETING OF:

June 12, 2013

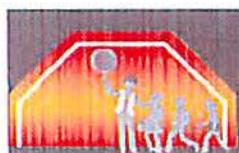
**RYE CITY CODE,
CHAPTER
SECTION**

RECOMMENDATION: That the Mayor and Council review the outsourcing proposal of school crossing guard services.

IMPACT: ☐ Environmental ☒ Fiscal ☒ Neighborhood ☐ Other:

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

See attached documentation.



ALL CITY MANAGEMENT SERVICES

The Crossing Guard Company

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About Us

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

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

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

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

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

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[CrossTalk Newsletter](#)
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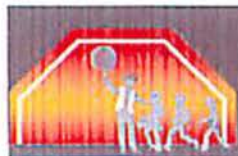


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Summary of Benefits

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

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Frequently Asked Questions

Will our current Crossing Guards keep their jobs?

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

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

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

Do you bring in Guards from other areas?

No we typically recruit and hire from the local community.

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

To maintain their wages and incorporate them into our pricing.

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

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

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

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

How are problems and complaints handled?

We investigate and log all complaints and their resolution.

What kind of Insurance do we have?

Worker's Compensation Insurance and General Liability Insurance.

What happens if a Crossing Guard is injured?

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

What is the term of the initial contract?

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

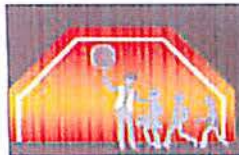
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Resources for our Clients

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

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

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

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

Announcements

No announcements are currently posted.

Our clients include:



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CITY COUNCIL AGENDA

NO. 8

DEPT.: Police

DATE: June 12, 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:

June 12, 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.: Finance

DATE: June 12, 2013

CONTACT: Joseph S. Fazzino, Acting City Comptroller

AGENDA ITEM: Public Hearing to establish the 2014 Budgeted Fees and Charges.

FOR THE MEETING OF:

June 12, 2013

RYE CITY CODE:

CHAPTER
SECTION

RECOMMENDATION:

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

A Public Hearing will be held to establish the 2014 fees and charges which will be incorporated into the City's 2014 Budget.

See attached.

CITY OF RYE, NEW YORK
GENERAL FUND
ANNUAL BUDGET
FOR FISCAL YEAR ENDING DECEMBER 31, 2014

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
<u>ASSESSOR'S OFFICE</u>							
GENERAL							
Standard Photocopy Fee							
Letter/Legal per page		1999	0.25	0.25	0.25	-	
MAPS							
City Maps 3'x5"		1996	15.00	15.00	15.00	-	
Aerial Map		1996	15.00	15.00	15.00	-	
Drain & Sewer map from blueprints (blue on white)		1996	60.00	60.00	60.00	-	
Standard Tax Map		1996	15.00	15.00	15.00	-	
Tax index map (40"x64")		1996	15.00	15.00	15.00	-	
Topographical maps		1996	60.00	60.00	60.00	-	
<u>BOARD OF APPEALS</u>							
GENERAL							
Multi & Commercial Appeals	197-84	2012	500.00	500.00	500.00	-	
Single Family Appeals	197-84	2012	300.00	300.00	300.00	-	
Adjourned Applications		2003	100.00	100.00	100.00	-	
Revised Plans		2003	75.00	75.00	75.00	-	
<u>BUILDING</u>							
ELECTRICAL							
Electrical permits in existing building where a building permit is not required: for multiple residences, commercial or industrial buildings	68-12	2011	100.00	100.00	100.00	-	
Electrical Permits in existing buildings where a building permit is not required: for one & two family dwellings with contracts valued at \$500 or more	68-12	2011	70.00	70.00	100.00	30.00	
GENERAL							
Building Permits (1) - minimum fee	68-12	2011	75.00	75.00	75.00	-	
Building Permits (2a) - add'l charge per \$1,000 est. work (residential)	68-12	2013	16.00	17.00	17.00	-	
Building Permits (2b) - add'l charge per \$1,000 est. work commercial)	68-12	2012	30.00	30.00	30.00	-	
Building Permit (3) - penalty for work begun without permit	68-12D, 197-84E	2003	1,000.00	1,000.00	1,250.00	250.00	About 10 issued per year
Certificate for Commercial Buildings	68-12	2011	175.00	175.00	175.00	-	

CITY OF RYE, NEW YORK
GENERAL FUND
ANNUAL BUDGET
FOR FISCAL YEAR ENDING DECEMBER 31, 2014

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
Certificate of Occupancy: to be paid with application for							
building permit	68-12	2011	100.00	100.00	100.00	-	
Changes in Approved Plans	68-12	2011	100.00	100.00	250.00	150.00	20-30 issued per year
Demolition Permits - Commercial and residential structures	68-12	2010	2,000.00	2,000.00	2,000.00	-	
Demo Pmts - In-ground pools tennis crts detached garages	68-12	2010	750.00	750.00	750.00	-	
Demo Pmts - Sheds, above ground pools, pool decks, gazebo	68-12	2011	200.00	200.00	200.00	-	
Fence Permit	68-12	N/A	50.00	50.00	50.00	-	
Generator Permit	68-12	N/A	140.00	140.00	300.00	160.00	
Sign Permit	68-12	N/A	75.00	75.00	75.00	-	
New Certificate for old buildings	68-12	2011	100.00	100.00	100.00	-	
Pre-date letters		2006	80.00	80.00	150.00	70.00	4-5 Issued per year
PLUMBING							
<i>Oil or gas heating permits in existing building w/o building permit required:</i>							
New heating equipment installation or replacement	68-12	2013	100.00	150.00	150.00	-	
Plumbing - No building permit required (min)	68-12	2011	70.00	70.00	100.00	30.00	
Plumbing - for each fixture above 5	68-12	2011	5.00	5.00	5.00	-	
Sewer or storm drain connection (per)	68-12	2011	70.00	70.00	70.00	-	
<u>CITY CLERK</u>							
ALARMS							
Alarms permit - Fire/Burglar	46-5	2006	35.00	35.00	35.00	-	
False alarm: 2nd call per annum*(Requires change to Code)	46-8	2010	50.00	50.00	50.00	-	
False alarm: 3rd, 4th call each per annum		2003	100.00	100.00	100.00	-	
False alarm: over 4 per annum		2003	200.00	200.00	200.00	-	
FIRE PREVENTION							
Explosive Inspection Fee	98-41	2005	115.00	115.00	115.00	-	
Fireworks Display (each)	98-45	2010	750.00	750.00	750.00	-	
Installation of liquefied petroleum gas	98-82	2005	57.00	57.00	57.00	-	
Place of assembly 100 or more people	98-101	2005	115.00	115.00	115.00	-	
Storage of Flammable liquids (permits & insp.)	98-51	2005	115.00	115.00	115.00	-	
Storage of lumber (in excess of 100,000 bd. ft.)	98-85	2005	57.00	57.00	57.00	-	
Storage of underground tanks <1100 gal.(permits & insp.)	98-57	2005	57.00	57.00	57.00	-	

CITY OF RYE, NEW YORK
GENERAL FUND
ANNUAL BUDGET
FOR FISCAL YEAR ENDING DECEMBER 31, 2014

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
Storage of underground tanks >1100 gal. (permits & insp.)		2005	115.00	115.00	115.00	-	
Welding & cutting	98-130	2001	55.00	55.00	55.00	-	
GENERAL							
Auctioneer	56-3	2010	500.00	500.00	500.00	-	
Birth Certificate	NYS-Governed		10.00	10.00	10.00	-	
Blasting Permit	98-41	2012	300.00	300.00	300.00	-	
Cabaret	50-5	2012	200.00	200.00	200.00	-	
Christmas Tree Sale Refundable Bond	98-124	2001	45.00	45.00	45.00	-	
Christmas Tree Sales: Inspection	98-124	2003	100.00	100.00	100.00	-	
Code of the City of Rye	AT-COST	2005	300.00	300.00	300.00	-	
Code of the City of Rye - Supplement		2005	60.00	n/a	n/a	-	Billed separately by General Code
Codes: Zoning	AT-COST	2005	30.00	n/a	n/a	-	Can be purchased online
Coin operated Dry Cleaning Establishment	98-29	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Coin operated Laundry: Establishment	98-36	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Death Transcript	NYS-Governed		10.00	10.00	10.00	-	
Dog License: Nuetered Dog - Owner's Cost	76-5	2012	14.00	14.00	14.00	-	
Breakdown of Owner's Cost:							
City of Rye Fee	76-5	2012	13.00	13.00	13.00	-	
NYS Fee	NYS-Governed		1.00	1.00	1.00	-	
Dog License: Non-Nuetered Dog - Owner's Cost		2012	22.00	22.00	22.00	-	
Breakdown of Owner's Cost:							
City of Rye Fee	76-5	2012	19.00	19.00	19.00	-	
NYS Fee	NYS-Governed		3.00	3.00	3.00	-	
Dog Redemption: with current license	76-4	1977	10.00	n/a	n/a	-	Redeemed by Humane Society
Dog Redemption: without current license	76-4	1977	25.00	n/a	n/a	-	Redeemed by Humane Society
Dry Cleaning Establishment	98-22	2005	90.00	90.00	90.00	-	
Debris Collection Container:	167-14	2001	40.00	40.00	40.00	-	
Foil Production Rates:	NYS-Governed						
Office Assistant		New	n/a	n/a	32.00	32.00	
Legal Review		New	n/a	n/a	65.00	65.00	
Police Department		New	n/a	n/a	27.00	27.00	
Fire Department		New	n/a	n/a	27.00	27.00	

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FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
Filming: Private Property Per Day	93-6	2012	450.00	450.00	500.00	50.00	
Filming: Public Property (Maximum)	93-6	2012	25,000.00	25,000.00	25,000.00	-	
Filming: Public Property (Minimum)	93-6	2001	1,600.00	1,600.00	1,600.00	-	
Junk Merchant: Establish place of business	113-4	2005	275.00	n/a	n/a	-	Establishments do not exist in City of Rye
Junk Peddler	113-4	2005	60.00	n/a	n/a	-	Establishments do not exist in City of Rye
Laundromat	121-4	2005	150.00	n/a	n/a	-	Establishments do not exist in City of Rye
Marriage License	NYS-Governed	2003	40.00	40.00	40.00	-	
Marriage Transcript	NYS-Governed	2002	10.00	10.00	10.00	-	
Non-refundable Bid fee (per every \$50 of bid)		2001	15.00-100.00	15.00-100.00	15.00-100.00	-	
Other Pamphlet Codes	AT-COST		8.00	8.00	8.00	-	
Peddler, Hawker, Solicitor	144-6	2012	300.00	300.00	300.00	-	
Additional Permit Issued		2013	n/a	75.00	75.00	-	
Lost Permit Replacement		2013	n/a	5.00	5.00	-	
Sign posting @ Boston Post Road & Cross Street		2011	35.00	35.00	35.00	-	
Tourist Park or Camp App. 5 units or less	157-9	2001	50.00	n/a	n/a	-	Establishments do not exist in City of Rye
Tourist Park or Camp App. 6 units or less	157-9	2001	10.00	n/a	n/a	-	Establishments do not exist in City of Rye
Tourist Park or Camp license (per unit)	157-12	2001	60.00	n/a	n/a	-	Establishments do not exist in City of Rye
MECHANICAL INSTALLATION LICENSE							
Gas Heat	68-12	2012	150.00	150.00	150.00	-	
Oil Heat	68-12	2012	150.00	150.00	150.00	-	
MISCELLANEOUS LICENSES							
Bowling Alleys	50-5	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Circus	50-5	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Driving Range	50-5	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Miniature Golf	50-5	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Moving Picture House	50-5	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Public Exhibition	50-5	2005	90.00	90.00	90.00	-	
Public Hall	50-5	2005	90.00	90.00	90.00	-	
Shooting Gallery	50-5	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Skating Rink	50-5	2012	90.00	n/a	n/a	-	Establishments do not exist in City of Rye
Taxi Cab License	180-12	2012	130.00	130.00	130.00	-	
Taxi Driver License	180-8	2012	75.00	75.00	75.00	-	
Theater	50-5	2005	90.00	n/a	n/a	-	Establishments do not exist in City of Rye

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FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
<u>PARKING</u>							
Non-Resident Commuter (Includes Tax)	191-47	2011	720.00	720.00	760.00	40.00	PLEASE SEE MEMO
Resident Commuter (Includes Tax)	191-47	2011	720.00	720.00	760.00	40.00	
Merchant Parking (Non-Taxable)	191-47	2013	410.00	420.00	420.00	-	
Taxi Stall Rental (Plus tax)	2005	2005	700.00	700.00	700.00	-	
Guest Parking Overnight (max. 14 days per night)		2012	10.00	10.00	15.00	5.00	
Replacement Sticker (without old sticker)	191-47	2012	60.00	60.00	60.00	-	
Replacement Sticker (with old sticker)	191-47	2012	10.00	10.00	10.00	-	
Resident All Day/All Night	191-47	2012	684.00	684.00	684.00	-	
Resident All Night	191-47	2012	342.00	342.00	342.00	-	
Special Permits (Theo. Fremd Lot)*		2003	n/a	n/a	n/a	-	N/A due to work on Theo Fremd Wall
Commuter Parking Waitlist Fee (Per Year)		2012	50.00	50.00	50.00	-	
Commuter Meters - Daily Rate (12 hours)		2013	4.00	5.00	5.00	-	
Paystation rate per hour		2012	1.00	1.00	1.00	-	
<u>PARKING VIOLATIONS</u>							
No Handicapped Permit (including NYS Surcharge)	191-32 to191-35	2011	150.00	150.00	150.00	-	
Parking in Front of a Fire Hydrant	191-32 to191-35	2011	150.00	150.00	150.00	-	
Beach Area Parking	191-32 to191-35	2011	75.00	75.00	75.00	-	
Parking on the Street During the Snow Ordinance	191-32 to191-35	2011	75.00	75.00	75.00	-	
Parking in a Crosswalk	191-32 to191-35	2011	75.00	75.00	75.00	-	
<u>ENGINEERING</u>							
GENERAL							
Constructed or Replaced Curb		1993	30.00	30.00	50.00	20.00	
Constructed or Replaced Depressed Curb (min)		1993	30.00	30.00	50.00	20.00	
Constructed or Replaced Driveway (min)		1993	30.00	30.00	50.00	20.00	
Constructed or Replaced Sidewalks (min)	167-8	1993	30.00	30.00	50.00	20.00	
Construction Debris Containers (per day)	167-14	1997	50.00	50.00	100.00	50.00	
Street Obstructions, Storage of Materials, Operating Machinery, loading & unloading, scaffolding & bridging	167-13	1993	100.00	100.00	150.00	50.00	
Street Opening: Curbing-Asphalt/Concrete/Flag		1997	180.00	180.00	250.00	70.00	
Street Opening: Sidewalk Area-Asphalt/Concrete/Flag		1997	180.00	180.00	250.00	70.00	
Street Opening: Street Area-Asphalt	167-9	1997	180.00	180.00	250.00	70.00	

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FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
Street Opening: Street Area-Concrete		1997	180.00	180.00	250.00	70.00	
Street Opening: Test Holes (keyhole method) (each)	167-9	1990	60.00	60.00	250.00	190.00	
Street Opening: Unpaved Areas		1997	180.00	180.00	250.00	70.00	
Street Opening Permit Surcharge		2003	175.00	175.00	200.00	25.00	
Street Opening Public Service Fee(per LF, over 72 FT length)	167-9	2010	2.50	2.50	5.00	2.50	
Surface Water Control Application fee (Stand Alone)	173-9	2013	150.00	200.00	200.00	-	
 STREETS/SIDEWALKS							
Construction Manhole/Catch Basin (min)		2012	180.00	180.00	180.00	-	
Driving Pipes (min)		2012	100.00	100.00	100.00	-	
Install Underground Tank/Vault (min)		2012	110.00	110.00	110.00	-	
Plumbing Connection to Structures:							
Manholes/Catch Basin (min)	1.67	2012	45.00	45.00	45.00	-	
Plumbing Connection to Structures:							
Sewer or Drain Line (min)		2012	35.00	35.00	35.00	-	
 <u>FIRE</u>							
GENERAL							
Inspection Fee (per inspection)		2012	135.00	135.00	135.00	-	
Return Inspection		2012	50.00	50.00	50.00	-	
Tank Removal Inspection		2010	100.00	100.00	100.00	-	
 <u>PLANNING</u>							
COASTAL ZONE MANAGEMENT							
Waterfront Consistency Review Application	73-6	2012	825.00	825.00	825.00	-	
 GENERAL							
Copies of Subdivision or site plans - complete sets only (per sheet)		2012	12.00	12.00	12.00	-	
 SITE PLAN REVIEW							
Informal review	197-84.F. (1) (A)	2012	675.00	n/a	n/a	-	No longer used. No loss in revenue.
Preliminary Application (up to 10 parking spaces)	197-84.F. (1) (B)	2013	985.00	1,000.00	1,000.00	-	
Preliminary Application - Add'l charge per required parking space over 10 spaces		2012	30.00	n/a	n/a	-	No longer used. No loss in revenue.

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FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
Modification or Extension of Preliminary Application	197-84.F. (1) (D)	2012	825.00	n/a	n/a	-	No longer used. No loss in revenue.
Final Application (up to 10 parking spaces)	197-84.F. (1) (C)	2013	1,225.00	1,300.00	1,300.00	-	
Final Application - Add'l charge per required parking space over 10		2012	30.00	n/a	n/a	-	No longer used. No loss in revenue.
Modification or Extension of Preliminary Application	197-84.F. (1) (G)	2012	900.00	n/a	n/a	-	No longer used. No loss in revenue.
Inspection Fee (Fee + 7.0% cost of improvement)	197-84.F. (1) (H)	2012	550.00	550.00	550.00	-	
Construction and Use without prior approval	197-84.F. (1) (J)	2013	2,730.00	2,800.00	2,800.00	-	
Modification of Tree Preservation Plan by the City Planner		2012	500.00	500.00	500.00	-	
Tree Replacement, fee in lieu of	170-15.D. (9)	2013	1,850.00	1,900.00	1,900.00	-	
SUBDIVISION REVIEW							
Informal Review	170-5.D.	2013	450.00	675.00	675.00	-	
Preliminary Application	170-6.B. (4)	2012	825.00	825.00	825.00	-	
Preliminary Application - Add'l charge per lot		2012	390.00	390.00	390.00	-	
Waiver of Preliminary Application - Add'l charge per lot		2012	360.00	n/a	n/a	-	No longer used. No loss in revenue.
Modification or Extension of Preliminary Application	170-11.B.	2012	650.00	n/a	n/a	-	No longer used. No loss in revenue.
Final Application	170-7.A.	2012	1,120.00	1,120.00	1,120.00	-	
Final Application - Add'l charge per lot		2012	385.00	385.00	385.00	-	
Modification or Extension of Final Application	170-11.B.	2012	675.00	n/a	n/a	-	No longer used. No loss in revenue.
Waiver of Penalty Application	170-7.A.	2012	550.00	n/a	n/a	-	No longer used. No loss in revenue.
Inspection Fee - 7% of cost of improvement plus \$50 per lot, or \$500, whichever is greater	170-8.B. (3)	2012	550.00	550.00	550.00	-	
Modification of Tree Preservation Plan by City Planner		2012	500.00	500.00	500.00	-	
Tree Replacement, fee in lieu of	170-17.A.(1)	2013	1,850.00	1,900.00	1,900.00	-	
Fee in lieu of Parkland - In trust-minimum (dollars per square foot of lot area)	170-17.A. (1)	2012					
<i>R-1 One Family District</i>			0.14	0.14	0.14	-	
<i>R-2 One Family District</i>			0.25	0.25	0.25	-	
<i>R-3 One Family District</i>			0.35	0.35	0.35	-	
<i>R-3 One Family District (Floodplain)</i>			0.25	0.25	0.25	-	
<i>R-4 One Family District</i>			0.40	0.40	0.40	-	
<i>R-4 One Family District (Floodplain)</i>			0.25	0.25	0.25	-	
<i>R-5 One Family District</i>			0.49	0.49	0.49	-	
<i>R-5 One Family District (Floodplain)</i>			0.25	0.25	0.25	-	
<i>R-6 One Family District</i>			0.57	0.57	0.57	-	

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FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
<i>R-6 One Family District (Floodplain)</i>			0.25	0.25	0.25	-	
<i>RT Two-Family district (1 and 2 Family Residence)</i>			0.57	0.57	0.57	-	
<i>RS School & Church District (1 Family Residence)</i>			0.35	0.35	0.35	-	
<i>RA-1 District (1 Family Residence)</i>			0.57	0.57	0.57	-	
<i>RA-1 District (2 Family Residence)</i>			0.41	0.41	0.41	-	
<i>RA-2 District (1 Family Residence)</i>			0.57	0.57	0.57	-	
<i>RA-2 District (2 Family Residence)</i>			0.49	0.49	0.49	-	
<i>RA-3 District (1 and 2 Family Residence)</i>			0.57	0.57	0.57	-	
<i>RA-4 District (1 and 2 Family Residence)</i>			0.57	0.57	0.57	-	
<i>B-1 Business District (1 and 2 Family Residence)</i>			0.57	0.57	0.57	-	
Apportionment Application	170-11.C.	2012	650.00	650.00	650.00	-	
Construction and Use without prior approval	170-6.B.	2006	2,730.00	2,730.00	2,730.00	-	
RE-ZONING APPLICATIONS		2013	1,120.00	1,300.00	1,300.00	-	
WETLANDS/WATER COURSES							
Application Fee	195	2012	985.00	985.00	985.00	-	
Inspection Fee	195	2012	550.00	550.00	550.00	-	
Appeal of Determination	195	2012	550.00	550.00	550.00	-	
Extension of Prior Approval		2012	600.00	600.00	600.00	-	
Outdoor Dining Fee		2009	500.00	500.00	500.00	-	
<u>POLICE</u>							
GENERAL							
Auxiliary Police Services Event Fee		2012	200.00	200.00	200.00	-	
Defensive Driving Course		2012	50.00	50.00	50.00	-	
Fingerprinting Fees		2012	100.00	100.00	100.00	-	
Good Conduct Certificates		2012	75.00	75.00	75.00	-	
Mooring Permits (per permit)		2003	150.00	150.00	150.00	-	
Police report copies (per copy)		1990	0.25	0.25	0.25	-	
Redemption of Shopping Carts	164-6	2012	50.00	50.00	50.00	-	
Reprints of Photographs		2012	30.00	30.00	30.00	-	
Subpoena Fees for Records (min)		2012	30.00	30.00	30.00	-	
LOCAL ORDINANCE							
Failure to shovel snow after a storm	167-48	2011	50.00	50.00	50.00	-	

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FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
<u>PUBLIC WORKS</u>							
GENERAL							
Collection of bulky metals at curbside (minimum)	157-34	2012	35.00	35.00	35.00	-	
Collection of bulky waste in excess of 2 cubic yards (min)	157-34	2012	35.00	35.00	35.00	-	
Penalty for amounts not paid within 60 days	157-34	2001	25.00	25.00	25.00	-	
Penalty for amounts not paid within 90 days	157-34	2001	25.00	25.00	25.00	-	
Add'l penalty for amounts not paid if collection by levy is required	157-34	2001	25.00	25.00	25.00	-	
<u>RECREATION</u>							
ATHLETIC FIELD USE SURCHARGE (per person/per prog)		2011	15.00	15.00	15.00	-	
BUILDING FEES							
*Descriptions changed to be more relevant to Rec facilities							
Lower Level Multi Purpose Room (per hour)		2009	100.00	100.00	100.00	-	
Upper Level Rooms (per hour)		2009	75.00	75.00	75.00	-	
Lower Level Multi Purpose Room: Non-Profit (per hour)		2009	75.00	75.00	75.00	-	
Upper Level Rooms: Non-Profit Rate (per hour)		2009	50.00	50.00	50.00	-	
Lower Level Multi Purpose Room Event Party (4 Hours)		2011	575.00/675.00	575.00/675.00	575.00/675.00	-	
Birthday Party: Basic Program Restricted time frame (2 hrs)		2011	200.00/300.00	200.00/300.00	200.00/300.00	-	
Upper Level Room Event Party: (4 hours)		2011	475.00/575.00	475.00/575.00	475.00/575.00	-	
Maintenance Coverage (per hour) Full-time		2006	50.00	50.00	60.00	10.00	
Maintenance Coverage (per hour) Part-time		2006	35.00	35.00	40.00	5.00	
Alcohol Permit Fee - Event Parties		2010	50.00	50.00	70.00	20.00	
Event Party Security Deposit (Refundable)		2011	100.00	100.00	150.00	50.00	
DAY CAMP							
Day Camp - 1/2 day program (resident)		2013	575.00	585.00	600.00	15.00	
Day Camp - 2 week full day session (resident)		2013	505.00	515.00	525.00	10.00	
Day Camp - 6 week basic (non-resident)		2013	1,480.00	1,510.00	1,540.00	30.00	
Day Camp - 6 week basic (resident)		2013	730.00	745.00	760.00	15.00	
Day Camp - 6 week extended program (resident)		2012	1,145.00	n/a	n/a	-	Omitted
Day Camp - Swim group		2011	80.00	80.00	85.00	5.00	
Day Camp - Swim lessons (with group)		2011	115.00	115.00	120.00	5.00	
Kiddy Camp (resident)		2013	670.00	680.00	700.00	20.00	
Kiddy Camp - 2 week session (resident)		2012	475.00	n/a	n/a	-	Omitted

CITY OF RYE, NEW YORK
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FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	2014	\$\$ Increase Over 2012	Comments
Registration fee after deadline		2010	180/30 wk	180/30 wk	180/30 wk	-	
Camp 78 - 6 weeks		2013	1,020.00	1,260.00	n/a	-	Omitted
Camp 78 - 2 weeks		2012	500.00	n/a	n/a	-	Omitted
Camp 78 - 1 weeks		2013	n/a	210.00	225.00	15.00	
Camp Withdrawal Fee		2011	100.00	25/wk	Omit*	-	Fee omitted to allow change of policy - eg. 25% as of May 15;75% as of June 15
INDOOR RECREATION							
Daily Fees (resident/non-resident)		2010	5.00/10.00	5.00/10.00	5.00/10.00	-	
OUTDOOR RECREATION							
All day field permit (10am-6pm)		2011	700.00	700.00	700.00	-	
Field permit (2 hrs.)		2011	200.00	200.00	200.00	-	
Field/Facility Use - Basketball - Outdoor lights (2hrs)		2009	160.00	160.00	160.00	-	
Softball - Men's Adult (per team)		2011	360.00	360.00	375.00	15.00	
Softball - Woman's Adult (per team)		2011	315.00	315.00	325.00	10.00	
PICNIC							
Non-profit/Sport League Groups		2012	50.00	50.00	50.00	-	
Refundable Deposit (Part of Fee)		2011	50.00	50.00	50.00	-	
Weekday Picnic (4-Dark)		2011	165.00	165.00	165.00	-	
Up to 75 (Resident/Non Resident)		2011	200.00/300.00	200.00/300.00	200.00/300.00	-	
75 to 150 (Resident/Non Resident)		2011	400.00/500.00	400.00/500.00	400.00/500.00	-	
Security Deposit		New			50.00	50.00	
TENNIS							
Permit - Adult (19 & over)		2011	110.00	110.00	110.00	-	
Permit - Family (max. 5)		2011	285.00	285.00	285.00	-	
Permit - Individual (non-resident)		2011	220.00	220.00	220.00	-	
Permit - Junior (6-18 years)		2011	60.00	60.00	60.00	-	
Permit - Senior (60+)		2011	75.00	75.00	75.00	-	
Clinic - Adult Tennis (4 classes)		2012	90.00/115.00	90.00/115.00	90.00/115.00	-	
Clinic - Youth Tennis (4 classes)		2011	80.00/90.00	80.00/90.00	80.00/90.00	-	
Daily Fee (resident only; Adult/Junior or Senior)		2011	13.00/7.00	13.00/7.00	13.00/8.00	0.00/1.00	
Guest of Permit Holder - Hourly fee (Adult/Junior or Senior)		2011	13.00/7.00	13.00/7.00	13.00/8.00	0.00/1.00	
Private lessons: Per half hour		2011	38.00	38.00	38.00	-	
Private lessons: Per hour		2011	52.00	52.00	52.00	-	
Non-Resident Senior		2011	145.00	145.00	150.00	5.00	

CITY OF RYE, NEW YORK
 RYE TELEVISION SPECIAL REVENUE FUND
 ANNUAL BUDGET
 FOR FISCAL YEAR ENDING DECEMBER 31, 2013

FEE SCHEDULE

FEE DESCRIPTION	Last Changed	Adopted 2012	Adopted 2013	Proposed 2014	Comments
<u>Duplication Fees:</u>					
Dubbing Fee (per tape)	2012	\$ 20.00	\$ 20.00	20.00	
DVD Dubbing Fee (per DVD) Includes cost of media.	2012	20.00	20.00	20.00	
<u>Duplication Stock Fees:</u>					
Mini DV 60	2013	8.00	6.00	6.00	
Mini DV 80	2006	10.00	10.00	8.00	
DVD-R	2012	4.00	4.00	1.00	
CD-R	2010	1.00	1.00	N/A	
<u>Equipment Rental:</u>					
Camcorder - per day	2013	150.00	100.00	100.00	
Camcorder Canon XHA1 per day (misc extra)	2013	N/A	250.00	250.00	Kit includes tripod & mic
Tripod per day	2013	N/A	50.00	50.00	
Light kit: Arri or lowell per day	2013	N/A	100.00	100.00	
Shotgun mic and cables per day	2013	N/A	30.00	30.00	
Digital Editing Suite without Personnel (per hour)	2008	150.00	150.00	100.00	
Studio without RTV personnel (per hour)	2008	200.00	200.00	200.00	
<u>Personnel:</u>					
Staff Audio/Graphics In-Studio (per hour)	2006	35.00	35.00	25.00	
Staff Cameraperson In-Studio (per hour)	2008	50.00	50.00	50.00	
Staff Cameraperson On-Location (per hour)	2005	75.00	75.00	75.00	
Staff Editor (per hour)	2012	125.00	125.00	125.00	
Staff Other On-Location (per hour)	2012	75.00	75.00	75.00	
Staff Producer/Director In-studio (per hour)	2012	150.00	150.00	150.00	
Staff Technical Supervisor (per hour)	2012	150.00	150.00	150.00	



CITY COUNCIL AGENDA

NO. 10

DEPT.: City Council

DATE: June 12, 2013

CONTACT: Mayor Douglas French

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

FOR THE MEETING OF:

June 12, 2013

**RYE CITY CODE,
CHAPTER
SECTION**

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

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

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

See attached:

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

Proposed Conflict of Interest Form
required by the following:

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

CONFLICT OF INTEREST FORM FOR THE CITY OF RYE – 2013

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

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

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

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

DEFINITIONS:

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

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

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

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

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

I. GENERAL INFORMATION

Name: (Last Name, First Name, M.I.): _____

Spouse: (Last Name, First Name, M.I.): _____

Title of Position: _____ Salaried: Yes _____ No _____

Council, Department, Board, or Commission: _____: Term Ending: _____

II. REAL ESTATE OWNERSHIP

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

ADDRESS

INTEREST

_____	_____
_____	_____

III. FINANCIAL BENEFITS

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

IV. GIFTS

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

Yes _____ No _____

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

Vendor

Nature of Contract

V. OUTSIDE EMPLOYER/CONSULTING/OTHER BUSINESS

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

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

NAME

ADDRESS

NATURE OF WORK

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.

AMENDMENTS/MODIFICATIONS

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

CODE OF ETHICS

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

Yes _____ No _____

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

Signature of Reporting Individual

Name of Reporting Individual

FRONT OF CARD

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



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

Sworn to before me this ____ day of _____ 20 _____

City Clerk

OVER

• **BACK OF CARD**

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

Signature



CITY OF RYE

VENDOR CONFLICT OF INTEREST QUESTIONNAIRE instructions:

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

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

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

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

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

Question 4: Sign and date the Conflict of Interest form



CONFLICT OF INTEREST QUESTIONNAIRE

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

OFFICE USE ONLY

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

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

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

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the City of Rye

Date



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

PART 1 STATE OF _____)

PART 1 COUNTY OF _____) ss:

_____,
(Here insert full name of owner, partner, officer, representative, or agent of Contractor)

Being first duly sworn, deposes and says that:

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

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

2. He further states and affirms:

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

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

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

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

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

PART 1 _____
(Signed)

PART 1 _____
(Title)

Subscribed and sworn to before me this

_____ Day of _____, 20____

_____ Title
(Notary)



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

Name: (Last Name, First Name, M.I.): _____

Department: _____

Title: _____

Signing in lieu of (Department Head): _____

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

Signature of Reporting Individual

Name of Reporting Individual



CITY COUNCIL AGENDA

NO. 11

DEPT.: Corporation Counsel

DATE: June 12, 2013

CONTACT: Kristen K. Wilson, Corporation Counsel

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

FOR THE MEETING OF:

June 12, 2013

RYE CITY CODE,

CHAPTER 15
SECTION

RECOMMENDATION:

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

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

See attached draft Local Law.

CITY OF RYE
LOCAL LAW NO. ____ 2013

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

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

Section 1: Chapter 15 Ethics, Code of

§ 15-2. Conflicts of interest.

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

§ 15-4. Disclosure of interest.

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

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

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

§ 15-16. Waiver procedure.

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

Section 2: Severability.

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

Section 3: Effective date.

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



CITY COUNCIL AGENDA

NO. 12

DEPT.: City Manager's Office

DATE: June 12, 2013

CONTACT: Scott Pickup, City Manager

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

FOR THE MEETING OF:

June 12, 2013

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION:

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

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

See attached.

MEBCO Executive Summary July 1, 2013

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

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

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

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

Shared Layer:

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

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

1. Shared Layer

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

2. Working Layer

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



Lawley Benefits Group

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

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

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

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

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

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

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

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

THE MUNICIPAL EMPLOYEES BENEFITS CONSORTIUM AGREEMENT

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

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

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

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

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

ARTICLE I

Purpose, Consortium and Name

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

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

ARTICLE II

Board Composition, Meetings and Voting

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Board Authority

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

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

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

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

ARTICLE IV **Executive Committee**

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

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

- (a) To make administrative override decisions regarding plan policies, determine appeal reviews for coverage denials and make plan exception decisions.
- (b) To establish financial conditions for the entry of new Members into MEBCO and to levy assessments upon Members when such assessments are necessary to effectuate the purposes of this Agreement.
- (c) To take all necessary action to ensure MEBCO is operated and administered in accordance with the applicable law.
- (d) To enforce the performance of all obligations herein and to institute proceedings of any nature whatsoever to enforce the same, including, without limitation, litigation against Members for breach of their financial obligations to MEBCO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

Officers

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

Third Party Administrator

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

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

ARTICLE VII

Administration of Funds

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

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

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

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

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

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

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

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

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

ARTICLE VIII

Audits and Reports

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

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

ARTICLE IX

HIPAA Compliance

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

ARTICLE X

Participation in MEBCO

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

MEBCO DISSOLUTION; RENEWAL; EXPULSION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII **Miscellaneous**

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

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

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

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

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

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

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

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

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

[MEMBER NAME]

BY: _____

Title: _____

[MEMBER NAME]

BY: _____

Title: _____

[MEMBER NAME]

BY: _____

Title: _____

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

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

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

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

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



CITY COUNCIL AGENDA

NO. 14

DEPT.: Public Works

DATE: June 12, 2013

CONTACT: Ryan X. Coyne, City Engineer

ACTION: Award bid for the Annual Street Resurfacing contract (Contract #2013-04).

FOR THE MEETING OF:

June 12, 2013

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That Contract #2013-04 be awarded to the low bidder, ELQ Industries, Inc., in the amount of four hundred twelve thousand eight hundred fifty dollars (\$412,850.00) as recommended by the City Engineer.

IMPACT: Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: Using the City of Rye's Pavement Management System, the Engineering Department has prioritized a list of streets for resurfacing. Utility companies have been notified of the selected streets in order to coordinate construction activities and avoid excavation of new roadways.


The City Engineer's recommendation and bid results are attached for your review.



CITY OF RYE
Engineering Department

Interoffice Memorandum

To: Scott D. Pickup, City Manager

From: Ryan Coyne, PE, City Engineer 

Date: June 6, 2013

Subject: **Annual Street Resurfacing Program**
Contract 2013-04

I have checked and tabulated the three bids received on June 6, 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 \$412,850.00. 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 experience with similar street resurfacing projects, as well as with other site construction work.

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. Currently, they are working on the *Central Avenue Bridge* reconstruction and are just beginning work on the *Milton Road Drainage Project*. They have performed well for the City in the past and I have no reason to believe that will change at this time.

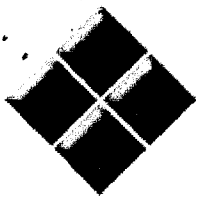
Please feel free to contact me should you need additional information.

Annual Street Resurfacing Program - Contract 2013-04 Bid Tabulation



				1. ELQ Industries, Inc.		2. Bilotta Construction Corp.		3. PCI Industries	
Item Number	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
609.0201	Granite Curb, Type A	LF	3000	\$37.00	\$111,000.00	\$44.00	\$132,000.00	\$35.00	\$105,000.00
606.06000008	Curb Removal	LF	3000	\$11.00	\$33,000.00	\$5.00	\$15,000.00	\$10.00	\$30,000.00
203.02	Unclassified Excavation	CY	300	\$67.00	\$20,100.00	\$52.00	\$15,600.00	\$100.00	\$30,000.00
608.0101	Concrete Sidewalks and Driveways	CY	150	\$290.00	\$43,500.00	\$475.00	\$71,250.00	\$375.00	\$56,250.00
S102RR	Remove & Replace Catch Basins	Each	5	\$5,000.00	\$25,000.00	\$3,500.00	\$17,500.00	\$5,500.00	\$27,500.00
304.15	Subbase Course, Optional Type - Coarse Aggregate CA1 (3/4" Crushed Stone)	CY	150	\$48.00	\$7,200.00	\$35.00	\$5,250.00	\$100.00	\$15,000.00
83SB	Pre-Coated Non-Woven Fabric Reinforcement (18" Wide Mat)	LF	5400	\$3.50	\$18,900.00	\$5.00	\$27,000.00	\$3.50	\$18,900.00
48A	Milling of Asphalt Roads (3"-6" depth)	SY	5500	\$5.00	\$27,500.00	\$4.50	\$24,750.00	\$6.00	\$33,000.00
403.138902	Hot Mix Asphalt, Type 3 Binder	Ton	500	\$109.00	\$54,500.00	\$91.74	\$45,870.00	\$110.00	\$55,000.00
W604.07	Adjust Manhole Frames and Covers	Each	5	\$450.00	\$2,250.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00
403.178902	Hot Mix Asphalt, Type 6 Top	Ton	600	\$109.00	\$65,400.00	\$90.74	\$54,444.00	\$110.00	\$66,000.00
619.01	Basic Work Zone Traffic Control	LS	1	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00	\$19,000.00	\$19,000.00
Engineer's Total				\$412,850.00		\$426,164.00		\$458,650.00	
Contractor's Total				\$412,850.00		\$426,164.00		\$458,650.00	

Bid Opening:
June 6, 2013



ELQ INDUSTRIES. INC.

WWW.ELQETRE.COM

567 FIFTH AVENUE, NEW ROCHELLE, NY 10801

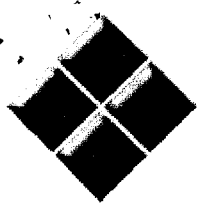
TEL: 914.654.1060 • FAX: 914.654.1307

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 to learn more about our companies.

Recently Completed Projects:

Owner	Project	Amount
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
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
Putnam County 110 Old Route 6 Carmel, NY 10512 John Pilner – (845)878-3480	Commuter Park & Ride	\$2,385,213.00
Westchester County DPW 148 Martine Avenue White Plains, NY 10601 Paul Rienzi – (914)804-9510	North & South Ridge Street	\$2,272,972.00
City of Yonkers 40 South Broadway Yonkers, NY 10701 Paul Summerfield – (914)337-6270	Annual Street Resurfacing	\$1,847,580.00
NYS DOT 50 Wolf Road Albany, NY 12232	Route 22 Drainage Pavement Rehab & Widening – Town of Southeast	\$1,585,722.00



ELQ INDUSTRIES. INC.

WWW.ELQETRE.COM

567 FIFTH AVENUE, NEW ROCHELLE, NY 10801

TEL: 914.654.1060 • FAX: 914.654.1307

Some Projects in Progress:

Owner	Project	Amount
City of White Plains 225 Main Street White Plains, NY 10601 Jospeh J. Nicoletti, Jr. - (914)422-1206	Gedney Way Landfill Closure White Plains, NY	\$10,139,000.00
Hunter Roberts Construction Group, LLC. 2 World Financial Center New York, NY 10281 Kevin Zimont – (917)280-4230	Memorial Sloan-Kettering Cancer Center Project Harrison, NY	\$5,700,000.00
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. 15

DEPT.: Public Works

DATE: June 12, 2013

CONTACT: Ryan X. Coyne, City Engineer

ACTION: Award bid for Annual Sidewalk Replacement Contract (Contract #2013-05).

FOR THE MEETING OF:

June 12, 2013

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That Contract #2013-05 be awarded to the low bidder, Bilotta Construction Corp., in the amount of two hundred fifteen thousand seven hundred dollars (\$215,700.00).

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

Five bids were received and tabulated. The low bidder, Bilotta Construction Corp., meets all the City's specifications and has done quality work for the City in the past.


The City Engineer's recommendation, a list of Bilotta's references, and the tabulated bid results are attached.



CITY OF RYE
Engineering Department

Interoffice Memorandum

To: Scott D. Pickup, City Manager

From: Ryan Coyne, PE, City Engineer 

Date: June 6, 2013

Subject: **Annual Sidewalk Replacement Program**
Contract 2013-05

I have checked and tabulated the five bids received on June 6, 2013 for the above contract. A copy of the bid results is attached.

I recommend the bid be awarded to the low bidder, Bilotta Construction Corp., in the amount of \$215,700.00. 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 Bilotta was required to submit with their bid. As can be seen, they have experience with similar sidewalk projects, as well as with other site construction work.

In the recent past, Bilotta was the City's contractor for the *Elm Place Wall* and the *2010 Pedestrian Safety Improvements*. They have performed well for the City in the past and I have no reason to believe that will change at this time.

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

Annual Sidewalk Replacement Program - Contract 2013-05
Bid Tabulation



Item Number	Item	Unit	Quantity	1. Bilotta Construction Corp.		2. PCI Industries		3. Con-Tech		4. Paladino Concrete		5. ELQ Industries	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
203.02	Unclassified Excavation	CY	400	\$49.00	\$19,600.00	\$90.00	\$36,000.00	\$96.25	\$38,500.00	\$55.00	\$22,000.00	\$69.00	\$27,600.00
08304.11	Subbase Course, Type 1	CY	30	\$35.00	\$1,050.00	\$100.00	\$3,000.00	\$82.00	\$2,460.00	\$65.00	\$1,950.00	\$50.00	\$1,500.00
304.15	Subbase Course, Optional Type - Coarse Aggregate CA1 (3/4" Crushed Stone)	CY	160	\$45.00	\$7,200.00	\$100.00	\$16,000.00	\$95.00	\$15,200.00	\$65.00	\$10,400.00	\$70.00	\$11,200.00
403.178902	Hot Mix Asphalt, Type 6 Top	Ton	20	\$220.00	\$4,400.00	\$200.00	\$4,000.00	\$225.00	\$4,500.00	\$190.00	\$3,800.00	\$170.00	\$3,400.00
608.0101	Concrete Sidewalks and Driveways	CY	160	\$490.00	\$78,400.00	\$425.00	\$68,000.00	\$450.00	\$72,000.00	\$550.00	\$88,000.00	\$540.00	\$86,400.00
608.21	Embedded Detectable Warning Units (Gray)	SY	20	\$130.00	\$2,600.00	\$400.00	\$8,000.00	\$270.00	\$5,400.00	\$350.00	\$7,000.00	\$200.00	\$4,000.00
609.0201-A	Granite Curb, Type A (Straight)	LF	1000	\$44.00	\$44,000.00	\$35.00	\$35,000.00	\$38.00	\$38,000.00	\$50.00	\$50,000.00	\$57.00	\$57,000.00
609.0201-B	Granite Curb, Type B (10' Radius)	LF	50	\$65.00	\$3,250.00	\$60.00	\$3,000.00	\$55.00	\$2,750.00	\$55.00	\$2,750.00	\$82.00	\$4,100.00
609.0201-C	Granite Curb, Type C (15' Radius)	LF	50	\$58.00	\$2,900.00	\$60.00	\$3,000.00	\$48.00	\$2,400.00	\$55.00	\$2,750.00	\$75.00	\$3,750.00
609.0201-D	Granite Curb, Type D (18' Radius)	LF	50	\$70.00	\$3,500.00	\$60.00	\$3,000.00	\$59.00	\$2,950.00	\$55.00	\$2,750.00	\$91.00	\$4,550.00
609.0201-E	Granite Curb, Type E (20' Radius)	LF	100	\$65.00	\$6,500.00	\$60.00	\$6,000.00	\$62.00	\$6,200.00	\$55.00	\$5,500.00	\$85.00	\$8,500.00
609.0201-F	Granite Curb, Type F (25' Radius)	LF	50	\$65.00	\$3,250.00	\$75.00	\$3,750.00	\$45.00	\$2,250.00	\$55.00	\$2,750.00	\$77.00	\$3,850.00
609.0401	Cast in Place Concrete Curb, Type VF150	LF	500	\$24.00	\$12,000.00	\$30.00	\$15,000.00	\$22.00	\$11,000.00	\$27.00	\$13,500.00	\$24.00	\$12,000.00
609.06000008	Curb Removal	LF	750	\$6.00	\$4,500.00	\$10.00	\$7,500.00	\$15.00	\$11,250.00	\$11.00	\$8,250.00	\$15.00	\$11,250.00
310.0203	Establishing Turf	SY	300	\$4.00	\$1,200.00	\$3.00	\$900.00	\$8.00	\$2,400.00	\$2.95	\$885.00	\$2.50	\$750.00
613.02	Topsoil (Type A)	CY	30	\$45.00	\$1,350.00	\$100.00	\$3,000.00	\$192.00	\$5,760.00	\$50.00	\$1,500.00	\$60.00	\$1,800.00
619.01	Basic Work Zone Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00
Engineer's Total				\$215,700.00		\$227,650.00		\$238,020.00		\$243,785.00		\$244,650.00	
Contractor's Total				\$215,700.00		\$227,650.00		\$238,020.00		\$243,785.00		\$244,650.00	

Bid Opening:
June 6, 2013

BILOTTA CONSTRUCTION CORP.

Asphalt Paving & Utility Contractor
296 Purchase Street Rye, New York 10580
(914)967-2944 Fax: (914)967-2946
Email: Bilottaconst@verizon.net

2011 -2012 COMPLETED PROJECTS

Town of Cortlandt Manor Resurfacing 2012 Ed Vergano, PE 914 734-1060	\$792,846.00	Dec 2012
Town of North Salem Keeler Lane Hunt Lane Rt121 Repair & Re-pave Paul Volpicelli Hahn Engineers 845-279-2220	\$ 188,632.02	Oct 2012
Village of Port Chester Resurfacing 2012 Dolph Rotfeld, PE Rotfeld Engineering 914 631 8600	\$ 372974.00	Oct 2012
Village of Briarcliff Manor Ed Torhan 914 941v9105	\$207,947.19	Oct 2012
City of Peekskill Resurfacing 2012 Greg Rich 914 734 4135	\$ 216,574.05	Oct 2012
Toll Brothers Westchester Estates @ Wilson Park Tarrytown, NY Site Work & Improvements Casey Devlin	\$ 1,018,984.42	10/12
Village of Ossining Resurfacing 2012 Paul Fraioli, PE 914 941 4660	\$ 48,309.66	8/12
Town of Ossining Misc Resurfacing 2012 Paul Fraioli PE 914 941 4660	\$ 27,831.92	8/12
Town of Pound Ridge Resurfacing 2012 Vinnie Duffield Highway Super 914 755 4514	\$ 94,638.00	8/12
Town of New Castle Resurfacing 2012 Anthony Vaccaro Comm. 914 238-3968	\$ 396,041.00	8/12
Town of Pleasantville Resurfacing 2012 Jeff Econom PE 914 769 1690	\$ 165,180.00	8/12
Town of Mt Pleasant Resurfacing 2012 Peter Sciliano 914 769 1045	\$ 267,000.00	8/12
Westchester Cty Contr # 05-508 June Rd Reconst Scott Donnelly 914 995 8110 North Salem	\$ 3,122,913.93	7/12

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(914)967-2944 Fax: (914)967-2946
Email: Bilottaconst@verizon.net

Town of Yorktown Resurfacing 2012 (thru 2011 contract) Eric DeBartolo 962-5781	\$ 714,162.12	7/12
Westchester County Contr # 10-044 Sprout Brook Final Closure -Cortlandt Manor,NY Leah Radko PE/Scott Donnelly 914 995 8110	\$ 5,900,013.93	6/12
Westchester County Cont # 11-507 Improvements to Roads and Areas Phase I Georges Island Park, Blue Mountain and Croton Gorge Park Nick Rienzi /Scott Donnelly 995 8110	\$ 1,391,482.00	5/12
Village of Rye Brook Resurfacing 2011 Michael Nowak 914 939 0753	\$ 321,806.36	12/11
Village of Briarcliff Manor Central Drive Water Main Dave Turiano/ Ed Torhan 941 9105	\$ 130,580.59	12/11
Town/Village of Harrison Sidewalk& Resurfacing 2011 Mike Amedeo PE 835-2000	\$ 694,993.88	10/11
Town of Mt Pleasant Water Main Replacement Bear Ridge Water Dist. Robert Guena	\$ 647,897.22	10/11
Town of Yorktown Resurfacing 2011 Eric DeBartolo 962-5781	\$ 314,963.19	9/11
City of New Rochelle North Ave Transit District Streetscape Phase II Blvd & Memorial Hwy	\$ 1,366,661.33	6/11
VA Hospital Resurfacing (Bilotta is subcontractor) Spanish Springs is Prime Contractor Adam Rutherford (775)-425-4000	\$1,524,651.92	6/11
Town/Village of Harrison Westchester Avenue/ Woods End Sewer Improvement	\$ 270,571.85	6/11

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Westchester Cty Contr # 09-555 Rehab Taxiway L @ West Cty Airport	\$ 1,959,194.16 Dec 2010
Village of Scarsdale Resurfacing 2010 Frank Diodati 772-1105	\$ 481,174.98 Dec 2010
Town of Cortlandt Resurfacing 2010 Ed Vergano, PE 734-1060	\$ 454,898.67 Nov 2010
Perini Corporation (Bilotta is subcontractor) Asphalt Resurfacing NYSDOT Proj D260694 Rte 9 Peekskill, NY	\$ 1,728,894.55 Oct 2010
Village of Ossining Resurfacing 2010 Paul Fraioli	\$ 95,776.54 Nov 2010
Village of Briarcliff Manor Resurfacing 2010 Ed Torhan, Vince D'Addona	\$ 227,708.34 Nov 2010
Liberty Lines Transit Prj 764 Cerrato Spill Containment & Water Treatment Syst Ray Periera	\$ 292,594.00 Nov 2010
City of Rye Pedestrian Safety Improvements George Mottarella, PE 967-7676	\$ 631,571.97 Oct 2010
City of Rye Hewlett Ave Sanitary Sewer	\$ 230,056.47 Oct 2010
Town of Mt Pleasant Resurfacing 2010	\$ 262,475.08 Sept 2010
Pugni & Son West Cty Airport Hangar E Sewer John Hsu West Cty	\$ 87,595.51 Sept 2010
Town of Yorktown Resurfacing Eric DeBartolo	\$ 283,691.22 Sept 2010

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City of White Plains #902773 Water Main Rep E. Post Rd Rte 22 Brian Murphy PE 422-1215	\$ 284,926.66 Sept 2010
Westchester Cty 07-541 Bedford Center Rd Reconstruction John Hsu	\$ 1,797,781.50 Aug 2010
City of Rye Oakland Beach Ave Re-alignment	\$ 169,131.39 Aug 2010
City of New Rochelle- Lincoln Ave Improvements Contr # 04-497.1P2 John Clemente, PE 654-2131	\$ 4,042,793.39 AUG 2010
City of Rye Resurfacing 2009-2010 Extension George Mottarella, Pe July 2010	\$ 335,496.88
Willow Ridge Country Club Water Service Line Installation Scott Garvin June 2010	\$ 189,565.03
Town of Somers Single Course Overlay Resurfacing Tom Chiaverini June 2010	\$ 564,000.48
International Sheet Metal Workers Union Brewster Hall Parking Lot Reconstruction June 2010	\$ 194,000.00
City of New Rochelle- Lincoln Ave Improvements Contr # 04-497.1P2 John Clemente, PE 654-2131	\$ 3,609,283.45 Dec 2009
City of New Rochelle- North Avenue Streetscape Phase I	\$ 1,567,612.69 June 2010
Village of Rye Brook Edgewood Rd Detention Basin -M.Nowak Rye Brook 939-0668 Dolph Rotfeld Consultant 2009 completed prjs	\$ 663,126.16 May 2010

BILOTTA CONSTRUCTION CORP.

Asphalt Paving & Utility Contractor

296 Purchase Street Rye, New York 10580

(914)967-2944 Fax: (914)967-2946

Village of Croton on Hudson Resurfacing 2009 Email: Bilottaconst@verizon.net

Dan O'Connor, PE 271-4783

\$ 235,365.36

Nov 2009

Town/Village of Harrison

Century Trail Sewer Improvements

Robert Wasp, PE 835-2000 Nov 2009

\$ 99,870.52

City of Peekskill Street Resurfacing 2009

Various Locations

Dave Greener 734-4130

\$ 695,899.21

Nov 2009

City of Peekskill- Main & No. Division Streetscape

Dave Greener

\$ 1,264,584.74

Nov 2009

Putnam County Resurfacing 2009

Contr # RFB 14-09

Harold Gary (845) 878-6331

\$ 711,821.85

Nov 2009

Town of Bedford Resurfacing 2009

Various Locations

Phase I July 09

\$ 171,177.73

Phase II Sept-Oct 09

\$ 231,908.13

City of Rye Resurfacing 2009

Various Locations

George Mottarella, PE 967-7658

\$ 689,506.87

Oct 2009

Town of New Castle Resurfacing

Various Locations

Anthony Vaccaro 238-4771 Aug 2009

\$ 156,489.66

Con Ed Peekskill Main/No Division Interference

\$ 195,730.69

Aug 2009

Westchester County

Contr # 06-543 Taxiway A Rehab

Westchester County Airport

\$ 3,089,502.86

July 2009

BILOTTA CONSTRUCTION CORP.

Asphalt Paving & Utility Contractor
296 Purchase Street Rye, New York 10580
(914)967-2944 Fax: (914)967-2946
Email: Bilottaconst@verizon.net

City of Rye- Elm Street Retaining Wall Replcmt
George Mottarella, PE 967-7658

\$ 1,164,041.92
May 2009

Town of Yorktown Hunterbrook Sewer District
Sharon Robinson PE 962-5722 May 2009

\$ 1,264,599.88

Town of Harrison Resurfacing 2008
Robert Wasp PE May 2009

\$ 789,461.38

Westchester County Contr # 04-526
West Cty Center Parking Lot

\$ 2,542,422.54
April 2009

Westchester County Contr # 08-209
Culvert & Security Fence Replacmnt

\$ 92,688.33
FEB 2009



CITY COUNCIL AGENDA

NO. 16

DEPT.: Police Department

DATE: June 12, 2013

CONTACT: William R. Connors, Police Commissioner

AGENDA ITEM: Consideration of request by the Police Department to dispose of abandoned bicycles.

FOR THE MEETING OF:

June 12, 2013

RYE CITY CODE,

CHAPTER
SECTION

RECOMMENDATION: That the City Council adopt the following resolution:

Whereas, the Police Department has accumulated abandoned bicycles, and, be it

Resolved, that these bicycles be declared surplus, and, be it further

Resolved, that authorization is given to the City Comptroller to donate the bicycles to the organization *Linking Handlebars* who will deliver the bikes to needy children.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☒ Other

Enhancement of the operational effectiveness of the Department.

BACKGROUND: The Police Department has a collection of abandoned bicycles and requests authorization to declare them as surplus for disposal. The bicycles will be donated to the organization *Linking Handlebars* which was started in 2012 by four young women who are Rye High School students. Their goal is to collect and distribute gently used bicycles to needy children as a way of giving back to the Rye community.

See attached.

Mission

Linking Handlebars is committed to promoting a healthier lifestyle for needy children through the distribution of bicycles. Bicycles not only keep children active, but also allow children to enjoy the outdoors and offer easy transportation. Our mission is to provide these simple privileges to children who would not otherwise be able to enjoy them.



Linking Handlebars, Inc.

Linking Handlebars

P.O. Box 75

Rye, NY 10580

Visit our website at:

www.linkinghandlebars.org

Contact us at:

linkinghandlebars@gmail.com

914.815.8549

Like us at:

[www.facebook.com/
LinkingHandlebars](http://www.facebook.com/LinkingHandlebars)

Follow us at:

<https://twitter.com/linkhandlebars>



**Linking
Handlebars**





About Us

Lucia Villani, Cristiana Villani, Bridget Salice and Jenna Cammisa, are four young women from Westchester, currently attending Rye High School. We have volunteered with Part of the Solution (POTS), a soup kitchen in the Bronx, the Carver Center in Port Chester & Helping Hands of Rye, learning and experiencing the joy of helping our neighbors, especially young people like us. We are excited to begin a personal endeavor of giving back to our community.

*We will make a difference
in the lives of others!*

Purpose

Bicycling is a great way for children to stay in shape while doing an enjoyable activity outside. Bicycles can also be used as an efficient form of transportation that benefits the environment. Our organization,



started in 2012, is dedicated to giving needy children their own bike. We hope to distribute as many bikes as possible, and with your help, we can succeed. We are connected with several social service organizations who will deliver bicycles to needy children. Donations go toward the purchase of bikes and helmets for these young boys and girls.

We also collect and distribute any gently used bicycles. Please no tricycles, scooters or used helmets. Thank you.

You Can Help!

Here are ways you can help
Linking Handlebars:



- ♥ Donations of cash or checks are greatly appreciated.

Please make checks payable to:
Linking Handlebars, Inc. *

- ♥ Donations of gently used bicycles are accepted.**

Please call 914.815.8549
for drop off instructions.

- ♥ Donate services to refurbish gently used bikes.

Thank you so much!

* Tax exempt status pending.

**Please no tricycles or scooters.



CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager

DATE: June 12, 2013

CONTACT: Scott D. Pickup

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

FOR THE MEETING OF:

June 12, 2013

**RYE CITY CODE,
CHAPTER
SECTION**

RECOMMENDATION: That the Council consider granting the request.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

The Rye Chamber of Commerce is requesting the Council authorize the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 25, 2013 through Saturday, July 27, 2013 from 9:00 a.m. to 5:00 p.m.

See attached request.



May 22, 2013

Mr. Scott Pickup
City Manager
City of Rye
1051 Boston Post Road
Rye, New York 10580

Re: Rye Chamber of Commerce Sidewalk Sale

Dear Mr. Pickup:

On behalf of the Rye Chamber of Commerce, I am writing to request permission from the City for use of city streets on **July 25, 26 and 27th** for our annual Sidewalk Sales.

Our members will be setting out their own tables and tents with the mindful eye to keep an area clear for pedestrian right of way.

I will contact Lt. Falk of the Rye City Police Department to make sure the village officer has extra help to cover the extra traffic and shoppers. An insurance certificate will be provided upon approval.

Thank you in advance for your consideration.

Very truly yours,

A handwritten signature in black ink that reads 'Sally P. Wright'.

Sally P. Wright
President,
Rye Chamber of Commerce



CITY COUNCIL AGENDA

NO. 18

DEPT.: City Manager

DATE: June 12, 2013

CONTACT: Scott D. Pickup, City Manager

AGENDA ITEM: Resolution to grant permission to the Rye Free Reading Room to hold a free community event on the Village Green on Saturday, September 21, 2013 from 10:00 a.m. to 1:00 p.m.

FOR THE MEETING OF:

June 12, 2013

**RYE CITY CODE,
CHAPTER
SECTION**

RECOMMENDATION: That the City Council approve the resolution.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Rye Free Reading Room has requested use of the Village Green to hold a free community event on the Village Green on Saturday, September 21, 2013 from 10 a.m. to 1 pm. The event is in commemoration of the library building's 100th anniversary. The program will feature music, a petting zoo, face painters, and a balloon artist. To allow for setup and cleanup activities, the RFRR requests permission to use the Village Green from 8:00 am to 3:00 pm.

See attached.



RYE FREE READING ROOM

May 28, 2013

Honorable Doug French, Mayor
Rye City Council
City Hall
Rye, New York 10580

Dear Mayor French:

The Rye Free Reading Room respectfully requests permission to hold an event on the Village Green on Saturday, September 21, 2013 from 10am to 1pm. To allow for setup and cleanup activities, we request permission to use the Village Green from 8am to 3pm.

The Rye Free Reading Room and the Auxiliary Board are hosting a free community event to commemorate the library building's 100th anniversary. The program will feature music, free food and beverage, a petting zoo, face painters, and a balloon artist. We are also planning to have historical entertainment which would feature the Osborn Girls.

The City's approval of similar previous requests allowed the library to enhance the wide range of community-focused programs we offer to Rye residents and we would appreciate the opportunity to do this again. Thank you for your consideration of this request.

Sincerely,

Maria Lagonia
Acting Director