

**TOWN OF RYE
TOWN BOARD**

MEETING TO BE HELD TUESDAY, JANUARY 21, 2014

8:00 P.M.

AGENDA

I. PRESENTATIONS

II. APPROVAL OF MINUTES

A. Meeting Held December 17, 2013

III. COMMENTS FROM PUBLIC

IV. COMMUNICATIONS/RESOLUTIONS

- A. Resolution: Designate Official Banks**
- B. Resolution: Custodial Agreements**
- C. Resolution: Designate Official Newspapers for Publications**
- D. Resolution: Mileage Allowance**
- E. Resolution: Set Date for Monthly Meetings**
- F. Resolution: Designate Delegates for the Assoc. of Towns Mtg.**
- G. Resolution: Appoint Confidential Secretary to the Supervisor**
- H. Resolution: Appoint Director of Purchasing**
- I. Resolution: Appoint Town Attorney**
- J. Resolution: Appoint Town Comptroller**
- K. Resolution: Appoint Town Accountant**
- L. Resolution: Appoint Registrar of Vital Statistics**
- M. Resolution: Appoint Records Management Officer**
- N. Resolution: Appoint Marriage Officers**
- O. Resolution: Appoint Town Prosecutor/Deputy Town Attorney**
- P. Resolution: Appoint Court Bailiff**
- Q. Resolution: Appoint Civil Officers**
- R. Resolution: Appoint Member of Board of Assessment Review**
- S. Resolution: Appoint Member of Rye Town Park Commission**
- T. Resolution: NYS Retirement System – Town Council Members**
- U. Resolution: NYS Retirement System - Appointed Officials**
- V. Resolution: Appoint Program Administrator**
- W. Resolution: Appoint Community Services Administrator**
- X. Resolution: Fuel Tank Installation for Caretaker Cottage**

V. REPORTS

- A. Assessor**
- B. Finance**
- C. Receiver of Taxes**
- D. Town Clerk**
- E. Town Attorney**
- F. Crawford Park**
- G. Superintendent of Highways**

VI. COMMENTS FROM COUNCILPERSONS

RESOLUTIONS

On motion of Councilperson _____, seconded by Councilperson _____, the following Resolutions were adopted:

ANNUAL REORGANIZATIONAL RESOLUTIONS

RESOLUTION A

RESOLVED, that TD Bank, JP Mortgage Chase, Hudson Valley Bank, Wells Fargo, M & T Bank and Customer's First Bank be and they hereby are designated as depositories for the Town of Rye.

RESOLUTION B

RESOLVED, that TD Bank, JP Mortgage Chase, Hudson Valley Bank, Customer's First Bank and Webster Bank previously designated as depositories of the Town of Rye must submit a revised Custodial Agreement when and if the current agreement is revised, amended or changed in any way.

RESOLUTION C

RESOLVED, that the Journal News, the Westmore News, the Rye Sound Shore Review, the Home Town Media Group be and they hereby are designated the official newspapers of the Town of Rye for publication of notices, resolutions and/or ordinances and WGCH for radio announcements affecting the Town of Rye for the year 2014.

RESOLUTION D

RESOLVED, that all authorized personnel of the Town of Rye using their own vehicles on official business, be compensated at the rate of fifty-six cents (\$.56) per mile commencing January 1, 2014, and

BE IT FURTHER RESOLVED, that said personnel shall be required to keep a mileage log of each such trip made, which will be reviewed by the Supervisor or designated Confidential Secretary before payment is approved.

RESOLUTION E

RESOLVED, that the third Tuesday of every month be and it hereby is designated as the regular meeting night of the Town Board of the Town of Rye for the year 2014 pursuant to the adopted Procedure of the Town Board, and

BE IT FURTHER RESOLVED, that said meetings are to commence at 8:00PM.

RESOLUTION F

WHEREAS, the Town of Rye is a member of Association of Towns, and needs to designate voting delegates to attend annual meeting in New York City from February 16 to 19, 2014;

NOW, THEREFORE, BE IT RESOLVED, that Town of Rye Justice Anthony M. Provenzano be and he hereby is designated to attend and be a voting delegate for the Town of Rye at said meeting, and

BE IT FURTHER RESOLVED, that Town of Rye Court Clerk Anne Capeci be and she hereby is designated to attend and be an alternate delegate at said meeting.

RESOLUTION G

WHEREAS, pursuant to Section 29 (15) of the Town Law of the State of New York, the Supervisor of the Town of Rye is authorized to appoint a Confidential Secretary to the Supervisor to serve at the Supervisor's pleasure;

NOW, THEREFORE, BE IT RESOLVED, that Bishop Nowotnik, residing at 60 North Regent Street, Port Chester, New York 10573, be and he hereby is appointed Confidential Secretary to the Supervisor of the Town of Rye, New York for a two-year term, commencing January 1, 2014 and expiring December 31, 2015.

RESOLUTION H

WHEREAS, the Town Board of the Town of Rye has heretofore created the Office of Director of Purchasing as per Section 20 (3) (e) of the Town Law of the State of New York;

NOW, THEREFORE, BE IT RESOLVED, that Bishop Nowotnik, residing at 60 North Regent Street, Port Chester, New York, be and he hereby is appointed Director of Purchasing for the Town of Rye, New York for a two-year term, commencing January 1, 2014 and expiring December 31, 2015.

RESOLUTION I

RESOLVED, Paul J. Noto residing at 1308 Arlington Street, Mamaroneck, New York 10543, be and he hereby is appointed as the Town Attorney, for a two-year term pursuant to the provisions of Section 24 of the Town Law, commencing January 1, 2014 and expiring December 31, 2015, and

BE IT FURTHER RESOLVED, that pursuant to the provisions of Section 102 Article 8 of the Town Law, as amended, all expenses necessarily incurred by authorization of the Town Board and paid by said Town Attorney in executing the duties of said office, shall be a town charge, and

BE IT FURTHER RESOLVED, that said Paul J. Noto shall execute and file in the office of the Town Clerk, the necessary Oath of Office within 30 days of said appointment as required by law.

RESOLUTION J

RESOLVED, David Byrnes, residing at 33 Haines Boulevard, Port Chester, New York, be and he hereby is appointed as the Town Comptroller for the Town of Rye, for a two-year term pursuant to the provisions of Section 20 (3) (b) of the Town Law, commencing January 1, 2014 and expiring December 31, 2015.

RESOLUTION K

RESOLVED, that Saverio L. Terenzi & Associates, CPA, PC of 225 Westchester Avenue, Port Chester, New York 10573 be and they hereby are designated to provide professional accounting services to the Town of Rye, commencing January 1, 2014 and expiring December 31, 2014.

RESOLUTION L

RESOLVED, that Town of Rye Clerk Hope B. Vespia be and she hereby is appointed Registrar of Vital Statistics of the Town of Rye, District 5964, for a four-year term, commencing January 1, 2014 and expiring December 31, 2017.

RESOLUTION M

RESOLVED, that according to New York Local Government Records Law (Chapter 737. Laws of 1987) Section 57.19, Town Clerk Hope B. Vespia be and hereby is designated Records Management Officer for the Town of Rye, commencing January 1, 2014 and expiring December 31, 2017..

RESOLUTION N

WHEREAS, the Town Board of the Town of Rye, a duly-constituted Town of the First Class, deems it necessary and proper to create positions of Marriage Officer possessing statutory authority to solemnize marriages within the Town of Rye;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the provisions of such Section 11-c of the Domestic Relations Law, Supervisor Joseph Carvin, Confidential Secretary to the Supervisor Bishop Nowotnik, Councilperson Christina Collins and Town Clerk Hope B. Vespia be and they hereby are appointed Marriage Officers of the Town of Rye, and

BE IT FURTHER RESOLVED, that this appointment shall be effective commencing January 1, 2014 and expiring December 31, 2015.

RESOLUTION O

RESOLVED, that Martha Sokol McCarty, Esq. residing at 305 West Street, Mamaroneck, New York 10543 be and she hereby is appointed Town Prosecutor/Deputy Town Attorney, for a two-year term effective January 1, 2014 and expiring December 31, 2015, and

BE IT FURTHER RESOLVED, that pursuant to the provisions of Section 102, Article 8 of the Town Law, as amended, all expenses necessarily incurred by authorization of the Town Board and paid by said Town Prosecutor/Deputy Town Attorney in executing the duties of said office, shall be a Town charge.

RESOLUTION P

RESOLVED, that Michael O'Connor, residing at 61 Clermont Avenue, Port Chester, New York, be and he is hereby designated to provide Bailiff services to the Justice Court of the Town of Rye, for a two-year period commencing January 21, 2014 and expiring December 31, 2015.

RESOLUTION Q

RESOLVED, that effective immediately, Alan S. Carroll, 340 South Regent Street, Port Chester, New York; Dean DeLeo, 9 Beacon Lane, Rye Brook, New York; Scott Sprague, 17 Sand Street, Port Chester, New York; and Ernest M. Tigani, 85 Breckenridge Avenue, Port Chester, New York, be and they hereby are appointed as Civil Officers of the Town of Rye to serve at the pleasure of the Town Board, and

NOW, THEREFORE BE IT RESOLVED, that said Ernest M. Tigani will serve as Director of Civil Officers for one year with no compensation and will ensure proper training and scheduling, and

BE IT FURTHER RESOLVED, that said Civil Officers shall serve in this capacity at no compensation, but shall be entitled to collect statutory fees allowed by law in civil actions and proceedings.

RESOLUTION R

RESOLVED, Jennifer Beinstock-Cohen, residing at 746 The Parkway, Mamaroneck, New York 10543 be and she hereby is appointed to serve as a member of the Town of Rye Board of Assessment Review for a five-year term, commencing October 1, 2013 and expiring September 30, 2018.

RESOLUTION S

RESOLVED, that Benedict Salanitro, residing at 609 Brook Street, Mamaroneck, New York 10543, be and he hereby is re-appointed a member of the Rye Town Park Commission for a two-year term, commencing January 1, 2014 and expiring December 31, 2015.

RESOLUTION T

WHEREAS, the New York State and Local Employees Retirement System has requested that the Town Board establish a standard work schedule for elected officials for the purpose of determining days worked reportable to the New York State and Local Retirement System;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Rye hereby establishes three hours a day, five days a week as the standard work schedule for the Town Council members.

RESOLUTION U

WHEREAS, the New York State and Local Employees Retirement System has requested that the Town Board establish a standard work schedule for appointed officials for the purpose of determining days worked reportable to the New York State and Local Retirement System;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Rye hereby establishes three hours a day, five days a week as the standard work schedule for the Town Attorney and Town Comptroller.

RESOLUTION V

WHEREAS, the Town Board of the Town of Rye wishes to hire an administrator to perform community research and outreach services;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Rye Supervisor Joseph Carvin be and he hereby is authorized to enter into an agreement with David Thomas for the position of Administrator of community research and outreach services

RESOLUTION W

WHEREAS, the Town Board of the Town of Rye wishes to hire a Program Administrator of the 2012 Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Rye Supervisor Joseph Carvin be and he hereby is authorized to enter into an agreement with Greg D. Arcaro for the position of Program Administrator of the 2012 Committee.

ROLL CALL

AYES:

NOES:

ABSENT:

Dated: January 28, 2014

REMOVAL & INSTALLATION OF NEW 275 OIL TANK

Monday, December 23, 2013

NAME OF COMPANY

BID AMOUNT

Northeast Environmental, Inc.
225 Valley Place
Mamaroneck, New York 10543

\$3,100.00

Tank Specialists Plus
55 Kensington Way
Middletown, New York 10940
Paul Stuart
1-845-343-0025

\$4,750.00

Westmore Fuel Co., Inc.
86 N. Water Street
Greenwich, CT 06830

\$2,604.00

RESOLUTION

On motion of Councilperson _____, seconded by Councilperson _____, the following Resolution was adopted.

WHEREAS, the caretaker cottage at Crawford Park, 33 Lincoln Avenue, Rye Brook, New York, is the property of the Town of Rye, and

WHEREAS, the current fuel tank at said property needs to be removed and a new fuel tank installed, and

WHEREAS, a request for proposal for said work was advertised and three bids received, and

WHEREAS, Westmore Fuel Co., Inc., 86 North Water Street, Greenwich, Connecticut 06830 had submitted a bid of two thousand, six hundred four dollars (\$2,604.00) which was the lowest bid, and

WHEREAS, said Westmore Fuel Co., Inc. is deemed the best qualified to do said fuel tank removal and replacement;

NOW, THEREFORE, BE IT RESOLVED, that Town of Rye Supervisor Joseph Carvin be and he hereby is authorized to award the contact to said Westmore Fuel Co., Inc., and

BE IT FURTHER RESOLVED, that the Town of Rye reserves the right to cancel said contract at any time if services rendered are deemed unacceptable or if cancellation would be serve the interests of the Town of Rye.

ROLL CALL

AYES:

NOES:

ABSENT:

Dated: January 21, 2014

RESOLUTION

On motion of Councilperson , seconded by Councilperson , the following Resolution/Agreement was adopted and approved:

CONTRACT FOR SERVICES

Agreement dated this **1st day of January 2014** by and between THE TOWN OF RYE (hereinafter referred to as the “TOWN”) with offices located at 10 Pearl Street, Port Chester, New York 10573 and DAVID THOMAS (hereinafter referred to as “THOMAS”) residing at 420 Elm Street, Port Chester, New York 10573.

W I T N E S S E T H:

WHEREAS, the TOWN wishes to retain the services of THOMAS to perform community research and outreach services,

NOW, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. THOMAS shall provide the following services to the TOWN for 25 hours per week (minimum 25 hours per week, maximum 40 hours per week):

- **Basic Clerical duties**
- **Parks and Recreation event scheduling**
- **Website content management**
- **Report creation and maintenance**
- **Other projects as agreed with the TOWN Supervisor**

2. THOMAS shall be an Independent Contractor and shall be responsible for paying his own withholding taxes and shall receive no additional compensation other than that provided for herein. THOMAS is not an employee of the TOWN.

3. TERM: The term of this Agreement shall commence on January 1, 2014 and continue until December 31, 2014 subject to the Supervisor's approval.

4. COMPENSATION: The compensation is payable on a Bi-monthly basis **at the rate of \$30.00 per hour** upon receipt and approval of an invoice from THOMAS describing THOMAS's his services and the number of hours worked. THOMAS shall use his own personal vehicle at all times.

- THOMAS shall be paid **at a rate of \$35.00 per hour** for additional special projects assigned by the supervisor and the confidential secretary. The designation of these projects will be determined by mutual agreement. This fee only to be charged if weekly hours on these special projects exceed 5 hours.

5. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of New York.

6. TERMINATION: Either party may terminate this Agreement at any time upon thirty (30) days written notice.

7. COUNTERPARTS: This Agreement may be executed in one or more counterparts who together shall constitute one and the same instrument.

8. SEVERABILITY OF PROVISIONS: The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof shall in no way affect the validity or enforcement of any other provision or any part thereof.

9. GOOD FAITH: It is understood and agreed by the parties to this Agreement that they have entered into it in good faith and that both parties will communicate any and all changes and/or information which will be helpful to the other in the utilization of the contents of this Agreement.

10. CAPTIONS: The captions and title in this Agreement are for convenience of reference only and shall not be deemed to define or limit any of the terms, conditions or provision of this Agreement.

11. ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties. It may not be changed orally but only in writing signed by both parties.

ROLL CALL
AYES:
NOES:
ABSENT:

Dated: January 28, 2014

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

THE TOWN OF RYE

By _____

DAVID THOMAS

RESOLUTION

On motion of Councilperson _____, seconded by Councilperson _____, the following resolution was adopted.

CONTRACT FOR SERVICES

Agreement dated this 31st day of DECEMBER , 2013 by and between THE TOWN OF RYE (hereinafter referred to as the "TOWN") with offices located at 10 Pearl Street, Port Chester, New York 10573 and GREGORY D. ARCARO (hereinafter referred to as "ARCARO") residing at 62 Stoneleigh Road, Scarsdale, New York 10583.

W I T N E S S E T H :

WHEREAS, the TOWN wishes to retain the services of ARCARO in the capacity of Program Administrator.

NOW, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. ARCARO shall serve in the capacity of Program Administrator for the TOWN. His duties shall include:

Updating the State of the Town Report

Implementing the Town's Model American Community Project

Assisting in the management of Rye Town Park; and

Other projects as agreed with the TOWN Supervisor.

ARCARO shall report to the TOWN Supervisor.

2. ARCARO shall be an Independent Contractor and shall be responsible for paying his own withholding taxes and shall receive no additional compensation other than that provided for herein. ARCARO is not an employee of the TOWN.

3. TERM: The term of this Agreement shall commence on January 1, 2014 and continue until December 31, 2014. There will be no fixed hours, however, it is anticipated that ARCARO will spend no less than 15 hours per week on TOWN business.

4. COMPENSATION: The TOWN shall pay ARCARO for his services rendered herein, at a rate of \$43/hour. This fee is payable on a monthly basis upon receipt and approval of an invoice and claim form from ARCARO showing work completed and hours worked for each day of TOWN work. ARCARO shall use his own personal vehicle at all times.

5. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of New York.

6. TERMINATION: Either party may terminate this Agreement at any time upon thirty (30) days written notice.

7. COUNTERPARTS: This Agreement may be executed in one or more counterparts which together shall constitute one and the same instrument.

8. SEVERABILITY OF PROVISIONS: The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof shall in no way affect the validity or enforcement of any other provision or any part thereof.

9. GOOD FAITH: It is understood and agreed by the parties to this Agreement that they have entered into it in good faith and that both parties will communicate any and all changes and/or information which will be helpful to the other in the utilization of the contents of this Agreement.

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11. ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties. It may not be changed orally but only in writing signed by both parties.

ROLL CALL

AYES:

NOES:

ABSENT:

Dated: January 28, 2014

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

THE TOWN OF RYE

GREGORY D. ARCARO
