

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

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
Wednesday, October 22, 2025
6:30 p.m.**

Please note: The Council will convene at 6:00 p.m. and it is expected they will adjourn into Executive Session at 6:01 p.m. to discuss potential litigation.

1. Pledge of Allegiance.
2. Roll Call.
3. Draft unapproved minutes of the Regular Meeting of the City Council held October 8, 2025.
4. Members of the public may be heard on matters for Council consideration that do not appear on the agenda.
5. Report of the City Manager.
6. Presentation on Rye Park traffic protection.
7. Consideration of the proposed additions to the rules and regulations of the City of Rye Police Department.
 - Policy 403 – Crime and Disaster Scene Integrity
 - Policy 405 – Hazardous Material Response
 - Policy 406 – Hostage and Barricade Incidents
 - Policy 407 – Response to Bomb Calls
 - Policy 408 – Crisis Intervention Incidents
8. Open a public hearing to amend Chapter 141 “Peace and Good Order” of the Code of the City of Rye by adding new Sections 141-10 “Public Urination or Defecation,” 141-11 “Enforcement,” and 141-12 “Penalties for Offenses.”
9. Resolution authorizing the City Manager to execute a general services agreement with the Laberge Group for various engineering, grant writing, architectural, and planning services.
10. Resolution accepting the donation of playground equipment from the Rye City School District.

11. Resolution designating the days and times of regular meetings of the City Council for 2026, setting January 7, 2026, as the first regular meeting.
12. Old Business/New Business.
13. Adjournment

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The next regular meeting of the City Council will be held on Wednesday, November 5, 2025, at 6:30 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".

UNAPPROVED MINUTES of the Regular Meeting of the
City Council of the City of Rye held at City Hall on October
8, 2025, at 6:30 P.M.

PRESENT:

JOSH COHN, Mayor
BILL HENDERSON
JAMIE JENSEN
JOSH NATHAN
JAMES WARD
Councilmembers

ABSENT:

KEITH CUNNINGHAM
JULIE SOUZA
Councilmembers

ALSO ATTENDING:

BRIAN SHEA, INTERIM CITY MANAGER
KRISTEN WILSON, CORPORATION COUNSEL

The Council convened in City Hall at 6:42 P.M. The meeting was streamed live at www.ryeny.gov for public viewing.

1. [Pledge of Allegiance.](#)

Mayor Cohn led the Pledge of Allegiance.

2. [Roll Call.](#)

The City Clerk called the roll, and there was a quorum.

3. [Additional Item](#)

Mayor Cohn read a message regarding the anniversary of the terrorist attack on Israel.

4. [Draft unapproved minutes of the Regular Meeting of the City Council held September 17, 2025.](#)

On motion by Councilperson Nathan, seconded by Councilperson Jensen, and unanimously carried, it was

RESOLVED to approve the drafted unapproved minutes of the Regular Meeting of the City Council held September 17, 2025.

5. [Members of the public may be heard on matters for Council consideration that do not appear on the agenda.](#)

- Mack Cunningham, Forest Avenue, spoke regarding the Forest Avenue Sidewalk project.

6. [Report of the City Manager.](#)

Interim City Manager Brian Shea gave an update to the Council on several topics.

7. [Presentation by Ryan Fitzpatrick to provide an update on the work of the City of Rye Deer Management Committee.](#)

- Ryan Fitzpatrick from the Deer Management Committee gave an update on the Committee's approach to creating a deer management plan.
- Mary Alsati of 2 Manursing Avenue shared her views on the Committee's approach.
- Jody Greco shared her opinion about culling deer through bow hunting.
- Louise Murray spoke on the topic as well.

8. [Consideration of the proposed Rules and Regulations of the City of Rye Police Department.](#)

- Policy 337 – Public Safety Video Surveillance System
- Policy 339 – Service Animals
- Policy 340 – Native American Graves Protection and Repatriation
- Policy 343 – Extreme Risk Protection Orders
- Policy 401 – Prohibition Against Bias-Based Policing

Public Safety Commissioner Mike Kopy summarized the proposed Rules and Regulations. The Council unanimously nodded in approval.

9. [Resolution authorizing the Public Safety Commissioner to execute an intermunicipal agreement with Westchester County for mutual aid and rapid response planning.](#)

On motion of Councilperson Henderson, seconded by Councilperson Nathan, and unanimously carried, it was

RESOLVED to authorize the Public Safety Commissioner to execute an intermunicipal agreement with Westchester County for mutual aid and rapid response planning.

10. [Consideration to set a public hearing to amend Chapter 141 "Peace and Good Order" of the Code of the City of Rye by adding new Sections 141-10 "Public Urination or Defecation," 141-11 "Enforcement," and 141-12 "Penalties for Offenses."](#)

On motion of Councilperson Nathan, seconded by Councilperson Jensen, and unanimously carried, it was

RESOLVED to set the public hearing for October 22, 2025.

11. [Approve appointments to the Boat Basin Commission.](#)

On motion of Councilperson Henderson, seconded by Councilperson Nathan, and unanimously carried, it was

RESOLVED to approve the appointments of the Boat Basin Commission.

12. [Resolution consenting to the appointment of Mr. John Colangelo to the Emergency Medical Services Committee as the Village of Port Chester community representative.](#)

On motion of Councilperson Henderson, seconded by Councilperson Nathan, and unanimously carried, it was

RESOLVED to appoint Mr. John Colangelo to the Emergency Medical Services Committee as the Village of Port Chester community representative.

[CONSENT AGENDA](#)

- a) Consideration of a request by the American Legion Post 128 to conduct its usual Veterans' Day observance on the Village Green on Tuesday, November 11, 2025, from 10:30 a.m. to 11:30 a.m. In the event of rain, the American Legion Post 128 requests the use of City Hall on the specified date and time.

On motion of Councilperson Henderson, seconded by Councilperson Jensen, and unanimously carried, it was

RESOLVED to approve the consent agenda.

13. [Old Business/New Business.](#)

Councilperson Jensen asked that the remaining issues with Rye Town Park/Off-leash dog permits be addressed in future agendas.

14. [Adjournment.](#)

On motion of Councilperson Henderson, seconded by Councilperson Nathan, and with the Council in favor, the meeting was adjourned at 8:17 P.M.

Respectfully submitted,

Noga Ruttenberg
City Clerk



CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Brian Shea, Interim City Manager

AGENDA ITEM: Presentation on Rye Park traffic protection.

FOR THE MEETING OF:

October 22, 2025

RECOMMENDATION: That the Council hear the presentation.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:



CITY COUNCIL AGENDA

DEPT.: Police Department

CONTACT: Michael Kopy, Public Safety Commissioner

AGENDA ITEM: Consideration of the proposed additions to the Rules and Regulations of the City of Rye Police Department.

- Policy 403 – Crime and Disaster Scene Integrity
- Policy 405 – Hazardous Material Response
- Policy 406 – Hostage and Barricade Incidents
- Policy 407 – Response to Bomb Calls
- Policy 408 – Crisis Intervention Incidents

FOR THE MEETING OF:

October 22, 2025

RECOMMENDATION: Consideration of the listed policies.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: The proposed policies have been reviewed by the Commissioner and the Rye Police Association for review pursuant to the provisions of the collective bargaining agreement.

See the attached memo and policies.

Michael Kopy
Public Safety Commissioner
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<http://www.ryeny.gov>

CITY OF RYE Public Safety

To: Brian Shea, Interim City Manager

From: Michael Kopy, Public Safety Commissioner

Date: 10/14/2025

Re: Police Department – Lexipol Policy

Reference the captioned subject, the attached policy changes are forwarded for review. As you know, the city contracted with Lexipol prior to my arrival to develop policies for the police department based on nationwide standards and best practices, while also incorporating state and federal laws. I have reviewed the policies submitted by Lexipol with a committee at the police department (including the PBA) and made the appropriate changes where necessary.

I believe that the adoption of these policies are in the best interest of public safety in the City of Rye and I recommend that they be forwarded to the City Council for action. Below is a brief overview of the changes from both the current City Police Department policy, as well as what was submitted by Lexipol, for each section.

I will be available to answer questions when these are reviewed.

Policy 403 – Crime and Disaster Scene Integrity

The purpose of this policy is to provide guidance in handling major crime or disaster.

Policy 405 – Hazardous Material Response

The policy outlines the responsibilities of members who respond to these events and the factors that should be considered while on-scene, including the reporting of exposures and supervisor responsibilities.

Policy 406 – Hostage and Barricade Incidents

The purpose of this policy is to provide guidelines for situations where officers have legal cause to contact, detain or arrest a person, and the person refuses to submit to the lawful requests of the officers by remaining in a structure or vehicle and/or by taking a hostage.

Policy 407 – Response to Bomb Calls

The purpose of this policy is to provide guidelines to assist members of the Rye Police Department in their initial response to incidents involving explosives or explosive devices, explosion/bombing incidents or threats of such incidents.

Policy 408 – Crisis Intervention Incidents

This policy provides guidelines for interacting with those who may be experiencing a mental health or emotional crisis.

Crime and Disaster Scene Integrity

403.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance in handling a major crime or disaster.

403.2 POLICY

It is the policy of the Rye Police Department to secure crime or disaster scenes so that evidence is preserved, and to identify and mitigate the dangers associated with a major crime or disaster scene for the safety of the community and those required to enter or work near the scene.

403.3 SCENE RESPONSIBILITY

The first officer at the scene of a crime or major incident is generally responsible for the immediate safety of the public and preservation of the scene. Officers shall also consider officer safety and the safety of those persons entering or exiting the area, including those rendering medical aid to any injured parties. Once an officer has assumed or been assigned to maintain the integrity and security of the crime or disaster scene, it shall be maintained until the officer is properly relieved by a supervisor or other designated person.

403.4 FIRST RESPONDER CONSIDERATIONS

The following list generally describes the first responder's function at a crime or disaster scene. This list is not intended to be all-inclusive, is not necessarily in order and may be altered according to the demands of each situation:

- (a) Broadcast emergency information, including requests for additional assistance and resources.
- (b) Provide for the general safety of those within the immediate area by mitigating, reducing or eliminating threats or dangers.
- (c) Locate or identify suspects and determine whether dangerous suspects are still within the area.
- (d) Provide first aid to injured parties if it can be done safely.
- (e) Evacuate the location safely as required or appropriate.
- (f) Secure the inner perimeter.
- (g) Protect items of apparent evidentiary value.
- (h) Secure an outer perimeter.
- (i) Identify potential witnesses.
- (j) Start a chronological log noting critical times and personnel allowed access.

Crime and Disaster Scene Integrity

403.5 SEARCHES

Officers arriving at crime or disaster scenes are often faced with the immediate need to search for and render aid to victims, and to determine if suspects are present and continue to pose a threat. Once officers are satisfied that no additional suspects are present and/or there are no injured persons to be treated, those exigent circumstances will likely no longer exist. Officers should thereafter secure the scene and conduct no further search until additional or alternate authority for the search is obtained, such as consent or a search warrant.

403.5.1 CONSENT

When possible, officers should seek written consent to search from authorized individuals. However, in the case of serious crimes or major investigations, it may be prudent to also obtain a search warrant. Consent as an additional authorization may be sought, even in cases where a search warrant has been granted.

A fire chief may, as part of his/her obligation to determine the cause of a fire or explosion, direct and authorize officers to participate in determination of cause and conduct a search for that limited purpose without a search warrant (General Municipal Law § 204-d).

403.6 DETECTIVE DIVISION COMMANDER RESPONSIBILITIES

The Detective Division Commander is responsible for:

- (a) Ensuring reasonable access to qualified personnel, equipment and supplies for processing crime scenes.
- (b) Establishing procedures for collecting, processing and preserving physical evidence in the field.
- (c) Establishing procedures for photographing, video-recording and other imaging used to collect and preserve evidence.
- (d) Establishing procedures for processing, developing, lifting and labeling fingerprints.
- (e) Establishing procedures for the safe collection, storage, transportation and submission of biological and other evidence for DNA testing and evaluation.

403.7 TRAINING

The Patrol or Detective Lieutenant shall ensure that members who are responsible for processing crime or disaster scenes receive the appropriate training.

Hazardous Material Response

405.1 PURPOSE AND SCOPE

Exposure to hazardous materials presents potential harm to department members and the public. This policy outlines the responsibilities of members who respond to these events and the factors that should be considered while on-scene, including the reporting of exposures and supervisor responsibilities.

405.1.1 DEFINITIONS

Definitions related to this policy include:

Hazardous material - A substance which, by its nature, containment or reactivity, has the capability of inflicting harm during exposure; characterized as being toxic, corrosive, flammable, reactive, an irritant or strong sensitizer and thereby posing a threat to health when improperly managed.

405.2 POLICY

It is the policy of the Rye Police Department to respond to hazardous material emergencies with due regard for the safety of the public and those members responding to such incidents.

405.3 HAZARDOUS MATERIAL RESPONSE

Members may encounter situations involving suspected hazardous materials, such as at the scene of a traffic accident, chemical spill or fire. When members come into contact with a suspected hazardous material, they should take certain steps to protect themselves and other persons.

The fire department is the agency trained and equipped to properly respond and mitigate most incidents involving hazardous materials and biohazards.

Responders should not perform tasks or use equipment without proper training. A responder entering the area may require decontamination before he/she is allowed to leave the scene, and should be evaluated by appropriate technicians and emergency medical services personnel for signs of exposure.

405.4 CONSIDERATIONS

The following steps should be considered at any scene involving suspected hazardous materials:

- (a) Make the initial assessment of a potentially hazardous material from a safe distance.
- (b) Notify the Desk, Rye Fire Department, and appropriate supervisors.
 - 1. Provide weather conditions, wind direction, a suggested safe approach route, and any other information pertinent to responder safety.
- (c) Wear personal protective gear, being cognizant that some hazardous material can be inhaled.

Hazardous Material Response

- (d) Remain upwind, uphill and at a safe distance, maintaining awareness of weather and environmental conditions, until the material is identified and a process for handling has been determined.
- (e) Attempt to identify the type of hazardous material from a safe distance using optical aids (binoculars or spotting scopes) if they are available. Identification can be determined by:
 - 1. Placards or use of an emergency response guidebook.
 - 2. Driver's statements or shipping documents from the person transporting the material.
 - 3. Information obtained from any involved person with knowledge regarding the hazardous material. Information should include:
 - (a) The type of material.
 - (b) How to secure and contain the material.
 - (c) Any other information to protect the safety of those present, the community, and the environment.
- (f) Contact EMS and provide first aid to injured parties if it can be done safely and without contamination.
- (g) Make reasonable efforts to secure the scene to prevent access from unauthorized individuals and to protect and identify any evidence.
- (h) Begin evacuation of the immediate and surrounding areas, dependent on the material. Voluntary evacuation should be considered; mandatory evacuation may be necessary and will depend on the type of material.
- (i) Establish a decontamination area when needed.
- (j) Activate automated community notification systems, if applicable.
- (k) Notify the New York State Department of Environmental Conservation (Environmental Conservation Law § 17-1007).

405.5 REPORTING EXPOSURE

Department members who believe they have been exposed to a hazardous material shall immediately report the exposure to a supervisor. Each exposure shall be documented by the member in an incident report that shall be forwarded via chain of command to the Tour Supervisor as soon as practicable. Should the affected member be unable to document the exposure for any reason, it shall be the responsibility of the notified supervisor to complete the report.

Injury or illness caused or believed to be caused by exposure to hazardous materials shall be reported the same as any other on-duty injury or illness, in addition to a crime report or incident report as applicable.

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Hazardous Material Response

405.5.1 SUPERVISOR RESPONSIBILITIES

When a supervisor has been informed that a member has been exposed to a hazardous material, he/she shall ensure that immediate medical treatment is obtained and appropriate action is taken to mitigate the exposure or continued exposure.

To ensure the safety of members, safety equipment is available from supervisors. Safety items not maintained by this department may be available through the appropriate fire department or emergency response team.

Hostage and Barricade Incidents

406.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for situations where officers have legal cause to contact, detain or arrest a person, and the person refuses to submit to the lawful requests of the officers by remaining in a structure or vehicle and/or by taking a hostage.

The scope of this policy is not intended to address all variables that officers encounter during their initial response or when a hostage or barricade situation has developed. This policy does not require or recommend specific strategies or tactics for resolution as each incident is a dynamic and rapidly evolving event.

406.1.1 DEFINITIONS

Definitions related to this policy include:

Barricade situation - An incident where a person maintains a position of cover or concealment and ignores or resists law enforcement personnel, and it is reasonable to believe the subject is armed with a dangerous or deadly weapon.

Hostage situation - An incident where it is reasonable to believe a person is:

- Unlawfully held by a hostage-taker as security so that specified terms or conditions will be met.
- Unlawfully held against his/her will under threat or actual use of force.

406.2 POLICY

It is the policy of the Rye Police Department to address hostage and barricade situations with due regard for the preservation of life and balancing the risk of injury, while obtaining the safe release of hostages, apprehending offenders and securing available evidence.

406.3 COMMUNICATION

When circumstances permit, initial responding officers should try to establish and maintain lines of communication with a barricaded person or hostage-taker. Officers should attempt to identify any additional subjects, inquire about victims and injuries, seek the release of hostages, gather intelligence information, identify time-sensitive demands or conditions and obtain the suspect's surrender.

When available, department-authorized negotiators should respond to the scene as soon as practicable and assume communication responsibilities. Negotiators are permitted to exercise flexibility in each situation based upon their training, the circumstances presented, suspect actions or demands, and the available resources.

406.3.1 EMERGENCY COMMUNICATIONS

The following law and regulation apply to emergency interception and disconnection of phone services:

Hostage and Barricade Incidents

- (a) An application for an eavesdropping or video surveillance warrant can be applied for via phone or other electronic means during an emergency (CPL § 700.21). The provisions of CPL § 700.05 through CPL § 700.21 must be followed.
- (b) A phone company can disconnect phone service to a residence when there is an emergency that is endangering a person or surrounding area (16 NYCRR § 609.14).

406.4 FIRST RESPONDER CONSIDERATIONS

First responding officers should promptly and carefully evaluate all available information to determine whether an incident involves, or may later develop into, a hostage or barricade situation.

The first responding officer should immediately request a supervisor's response as soon as it is determined that a hostage or barricade situation exists. The first responding officer shall assume the duties of the supervisor until relieved by a supervisor or a more qualified responder. The officer shall continually evaluate the situation, including the level of risk to officers, to the persons involved and to bystanders, and the resources currently available.

The handling officer should brief the arriving supervisor of the incident, including information about suspects and victims, the extent of any injuries, additional resources or equipment that may be needed, and current perimeters and evacuation areas.

406.4.1 BARRICADE SITUATION

Unless circumstances require otherwise, officers handling a barricade situation should attempt to avoid a forceful confrontation in favor of stabilizing the incident by establishing and maintaining lines of communication while awaiting the arrival of specialized personnel and trained negotiators. In the interim, the following options, while not all-inclusive or in any particular order, should be considered:

- (a) Ensure injured persons are evacuated from the immediate threat area if it is reasonably safe to do so. Request medical assistance.
- (b) Assign personnel to a contact team to control the subject should he/she attempt to exit the building, structure or vehicle, and attack, use deadly force, attempt to escape or surrender prior to additional resources arriving.
- (c) Request additional personnel, resources and equipment as needed (e.g., canine team, air support).
- (d) Provide responding emergency personnel with a safe arrival route to the location.
- (e) Evacuate uninjured persons in the immediate threat area if it is reasonably safe to do so.
- (f) Attempt to obtain a line of communication and gather as much information on the subject as possible, including weapons, other involved parties, additional hazards or injuries.
- (g) Establish an inner and outer perimeter as circumstances require and resources permit to prevent unauthorized access.

Hostage and Barricade Incidents

- (h) Evacuate bystanders, residents and businesses within the inner and then outer perimeter as appropriate. Check for injuries, the presence of other involved subjects, witnesses, evidence or additional information.
- (i) Determine the need for and notify the appropriate persons within and outside the Department, such as command officers and the PIO.
- (j) If necessary and available, establish a tactical or exclusive radio frequency for the incident.
- (k) Establish a command post.

406.4.2 HOSTAGE SITUATION

Officers presented with a hostage situation should attempt to avoid a forceful confrontation in favor of controlling the incident in anticipation of the arrival of specialized personnel and trained hostage negotiators. However, it is understood that hostage situations are dynamic and can require that officers react quickly to developing or changing threats. The following options, while not all-inclusive or in any particular order, should be considered:

- (a) Ensure injured persons are evacuated from the immediate threat area if it is reasonably safe to do so. Request medical assistance.
- (b) Assign personnel to a contact team to control the subject should he/she attempt to exit the building, structure or vehicle, and attack, use deadly force, attempt to escape or surrender prior to additional resources arriving.
- (c) Establish a rapid response team in the event it becomes necessary to rapidly enter a building, structure or vehicle, such as when the suspect is using deadly force against any hostages (see the Rapid Response and Deployment Policy).
- (d) Assist hostages or potential hostages to escape if it is reasonably safe to do so. Hostages should be kept separated, if practicable, pending further interview.
- (e) Request additional personnel, resources and equipment as needed (e.g., canine team, air support).
- (f) Provide responding emergency personnel with a safe arrival route to the location.
- (g) Evacuate uninjured persons in the immediate threat area if it is reasonably safe to do so.
- (h) Coordinate pursuit or surveillance vehicles and control of travel routes.
- (i) Attempt to obtain a line of communication and gather as much information about the suspect as possible, including any weapons, victims and their injuries, additional hazards, other involved parties and any other relevant intelligence information.
- (j) Establish an inner and outer perimeter as resources and circumstances permit to prevent unauthorized access.

Hostage and Barricade Incidents

- (k) Evacuate bystanders, residents and businesses within the inner and then outer perimeter as appropriate. Check for injuries, the presence of other involved subjects, witnesses, evidence or additional information.
- (l) Determine the need for and notify the appropriate persons within and outside the Department, such as command officers and the PIO.
- (m) If necessary and available, establish a tactical or exclusive radio frequency for the incident.

406.5 SUPERVISOR RESPONSIBILITIES

Upon being notified that a hostage or barricade situation exists, the supervisor should immediately respond to the scene, assess the risk level of the situation, establish a proper chain of command and assume the role of Incident Commander until properly relieved. This includes requesting Westchester County DPS Emergency Services Unit (ESU) response if appropriate and apprising the ESU Commander of the circumstances. In addition, the following options, listed here in no particular order, should be considered:

- (a) Ensure injured persons are evacuated and treated by medical personnel.
- (b) Ensure the completion of necessary first responder responsibilities or assignments.
- (c) Request crisis negotiators, specialized assignment members, additional department members, resources or equipment as appropriate.
- (d) Establish a command post location as resources and circumstances permit.
- (e) Designate assistants who can help with intelligence information and documentation of the incident.
- (f) If it is practicable to do so, arrange for video documentation of the operation.
- (g) Consider contacting utility and communication providers when restricting such services (e.g., electric power, gas, telephone service).
- (h) Ensure adequate law enforcement coverage for the remainder of the City during the incident. The supervisor should direct nonessential personnel away from the scene unless they have been summoned by the supervisor or the Desk.
- (i) Identify a media staging area outside the outer perimeter and have the department PIO or a designated temporary media representative provide media access in accordance with the Media Relations Policy.
- (j) Identify the need for mutual aid and the transition or relief of personnel for incidents of extended duration.
- (k) Debrief personnel and review documentation as appropriate.

406.6 ESU RESPONSIBILITIES

It will be the ESU Commander's decision, with input from the Incident Commander, whether to deploy the ESU during a hostage or barricade situation. Once the ESU Commander authorizes deployment, the ESU Commander or the authorized designee will be responsible for the tactical

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Hostage and Barricade Incidents

response and negotiations. The Incident Commander shall continue to supervise the command post operation, outer perimeter security, evacuation and media access, and will support the ESU. The Incident Commander and the ESU Commander or the authorized designees shall maintain direct communications at all times.

406.7 REPORTING

Unless otherwise relieved by a supervisor or Incident Commander, the handling officer at the scene is responsible for completion and/or coordination of incident reports.

Response to Bomb Calls

407.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to assist members of the Rye Police Department in their initial response to incidents involving explosives or explosive devices, explosion/bombing incidents or threats of such incidents. Under no circumstances should these guidelines be interpreted as compromising the safety of first responders or the public. When confronted with an incident involving explosives, safety should always be the primary consideration.

407.2 POLICY

It is the policy of the Rye Police Department to place a higher priority on the safety of persons and the public over damage or destruction to public or private property.

407.3 RECEIPT OF BOMB THREAT

Department members receiving a bomb threat should obtain as much information from the individual as reasonably possible, including the type, placement and alleged detonation time of the device.

If the bomb threat is received on a recorded line, reasonable steps should be taken to ensure that the recording is preserved in accordance with established department evidence procedures. At minimum, an email should be sent to the Detective Commander requesting to preserve the recording.

The member receiving the bomb threat should ensure that the Tour Supervisor is immediately advised and informed of the details. This will enable the Tour Supervisor to ensure that the appropriate personnel are dispatched, and, as appropriate, the threatened location is given an advance warning.

407.4 GOVERNMENT FACILITY OR PROPERTY

A bomb threat targeting a government facility may require a different response based on the government agency.

407.4.1 RYE POLICE DEPARTMENT FACILITY

If the bomb threat is against the Rye Police Department facility, the Tour Supervisor will direct and assign officers as required for coordinating a general building search or evacuation of the police department, as he/she deems appropriate.

407.4.2 OTHER COUNTY OR MUNICIPAL FACILITY OR PROPERTY

If the bomb threat is against a county or municipal facility within the jurisdiction of the Rye Police Department that is not the property of this department, the appropriate agency will be promptly informed of the threat. Assistance to the other entity may be provided as the Tour Supervisor deems appropriate.

Response to Bomb Calls

407.4.3 FEDERAL BUILDING OR PROPERTY

If the bomb threat is against a federal building or property, the Federal Protective Service should be immediately notified. The Federal Protective Service provides a uniformed law enforcement response for most facilities, which may include use of its Explosive Detector Dog teams.

If the bomb threat is against a federal government property where the Federal Protective Service is unable to provide a timely response, the appropriate facility's security or command staff should be notified.

Bomb threats against a military installation should be reported to the military police or other military security responsible for the installation.

407.5 PRIVATE FACILITY OR PROPERTY

When a member of this department receives notification of a bomb threat at a location in the City of Rye, the member receiving the notification should obtain as much information as reasonably possible from the notifying individual, including:

- (a) The location of the facility.
- (b) The nature of the threat.
- (c) Whether the type and detonation time of the device is known.
- (d) Whether the facility is occupied, and if so, the number of occupants currently on-scene.
- (e) Whether the individual is requesting police assistance at the facility.
- (f) Whether there are any internal facility procedures regarding bomb threats in place, such as:
 - 1. No evacuation of personnel and no search for a device.
 - 2. Search for a device without evacuation of personnel.
 - 3. Evacuation of personnel without a search for a device.
 - 4. Evacuation of personnel and a search for a device.

The member receiving the bomb threat information should ensure that the Tour Supervisor is immediately notified so that he/she can communicate with the person in charge of the threatened facility.

407.5.1 ASSISTANCE

The Tour Supervisor should be notified when police assistance is requested. The Tour Supervisor will make the decision whether the Department will render assistance and at what level. Information and circumstances that indicate a reasonably apparent, imminent threat to the safety of either the facility or the public may require a more active approach, including police control over the facility.

Should the Tour Supervisor determine that the Department will assist or control such an incident, he/she will determine:

Response to Bomb Calls

- (a) The appropriate level of assistance.
- (b) The plan for assistance.
- (c) Whether to evacuate and/or search the facility.
- (d) Whether to involve facility staff in the search or evacuation of the building.
 - 1. The person in charge of the facility should be made aware of the possibility of damage to the facility as a result of a search.
 - 2. The safety of all participants is the paramount concern.
- (e) The need for additional resources, including:
 - 1. Notification and response, or standby notice, for fire and emergency medical services.

Even though a facility does not request police assistance to clear the interior of a building, based upon the circumstances and known threat, officers may be sent to the scene to evacuate other areas that could be affected by the type of threat, or for traffic and pedestrian control.

407.6 FOUND DEVICE

When handling an incident involving a suspected explosive device, the following guidelines, while not all inclusive, should be followed:

- (a) No known or suspected explosive item should be considered safe regardless of its size or apparent packaging.
- (b) The device should not be touched or moved except by the bomb squad or military explosive ordnance disposal team.
- (c) Personnel should not transmit on any equipment that is capable of producing radio frequency energy within the evacuation area around the suspected device. This includes:
 - 1. Two-way radios.
 - 2. Cell phones.
 - 3. Other personal communication devices.
- (d) The appropriate bomb squad or military explosive ordnance disposal team should be summoned for assistance.
- (e) The largest perimeter reasonably possible should initially be established around the device based upon available personnel and the anticipated danger zone.
- (f) A safe access route should be provided for support personnel and equipment.
- (g) Search the area for secondary devices as appropriate and based upon available resources.

Response to Bomb Calls

- (h) Consider evacuation of buildings and personnel near the device or inside the danger zone and the safest exit route.
- (i) Promptly relay available information to the Tour Supervisor including:
 - 1. The time of discovery.
 - 2. The exact location of the device.
 - 3. A full description of the device (e.g., size, shape, markings, construction).
 - 4. The anticipated danger zone and perimeter.
 - 5. The areas to be evacuated or cleared.

407.7 EXPLOSION/BOMBING INCIDENTS

When an explosion has occurred, there are multitudes of considerations which may confront the responding officers. As in other catastrophic events, a rapid response may help to minimize injury to victims, contamination of the scene by gathering crowds, or any additional damage from fires or unstable structures.

407.7.1 CONSIDERATIONS

Officers responding to explosions, whether accidental or a criminal act, should consider the following actions:

- (a) Assess the scope of the incident, including the number of victims and extent of injuries.
- (b) Request additional personnel and resources, as appropriate.
- (c) Assist with first aid.
- (d) Identify and take appropriate precautions to mitigate scene hazards, such as collapsed structures, bloodborne pathogens and hazardous materials.
- (e) Assist with the safe evacuation of victims, if possible.
- (f) Establish an inner perimeter to include entry points and evacuation routes. Search for additional or secondary devices.
- (g) Preserve evidence.
- (h) Establish an outer perimeter and evacuate if necessary.
- (i) Identify witnesses.

407.7.2 NOTIFICATIONS

When an explosion has occurred, the following people should be notified as appropriate:

- Fire department
- Bomb squad
- Additional department personnel, such as investigators and forensic services

Response to Bomb Calls

- Tour Supervisor
- Other law enforcement agencies, including local, state or federal agencies, such as the FBI and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
- Other government agencies, as appropriate

407.8 CROWD CONTROL

Only authorized members with a legitimate need should be permitted access to the scene. Spectators and other unauthorized individuals should be restricted to a safe distance as is reasonably practicable given the available resources and personnel.

407.8.1 PRESERVATION OF EVIDENCE

As in any other crime scene, steps should immediately be taken to preserve the scene. The Tour Supervisor should assign officers to protect the crime scene area, which could extend over a long distance. Consideration should be given to the fact that evidence may be embedded in nearby structures or hanging in trees and bushes.

Crisis Intervention Incidents

408.1 PURPOSE AND SCOPE

This policy provides guidelines for interacting with those who may be experiencing a mental health or emotional crisis. Interaction with such individuals has the potential for miscommunication and violence. It often requires an officer to make difficult judgments about a person's mental state and intent in order to effectively and legally interact with the individual.

408.1.1 DEFINITIONS

Definitions related to this policy include:

Person in crisis - A person whose level of distress or mental health symptoms have exceeded the person's internal ability to manage his/her behavior or emotions. A crisis can be precipitated by any number of things, including an increase in the symptoms of mental illness despite treatment compliance; noncompliance with treatment, including a failure to take prescribed medications appropriately; or any other circumstance or event that causes the person to engage in erratic, disruptive or dangerous behavior that may be accompanied by impaired judgment.

408.2 POLICY

The Rye Police Department is committed to providing a consistently high level of service to all members of the community and recognizes that persons in crisis may benefit from intervention. The Department will collaborate, where feasible, with mental health professionals to develop an overall intervention strategy to guide its members' interactions with those experiencing a mental health crisis. This is to ensure equitable and safe treatment of all involved.

408.3 SIGNS

Members should be alert to any of the following possible signs of mental health issues or crises:

- (a) A known history of mental illness
- (b) Threats of or attempted suicide
- (c) Loss of memory
- (d) Incoherence, disorientation or slow response
- (e) Delusions, hallucinations, perceptions unrelated to reality or grandiose ideas
- (f) Depression, pronounced feelings of hopelessness or uselessness, extreme sadness or guilt
- (g) Social withdrawal
- (h) Manic or impulsive behavior, extreme agitation or lack of control
- (i) Lack of fear
- (j) Anxiety, aggression, rigidity, inflexibility or paranoia

Crisis Intervention Incidents

Members should be aware that this list is not exhaustive. The presence or absence of any of these signs should not be treated as proof of the presence or absence of a mental health issue or crisis.

408.4 COORDINATION WITH MENTAL HEALTH PROFESSIONALS

The Commissioner of Public Safety should designate the Patrol Division Commander to collaborate with mental health professionals to develop an education and response protocol. It should include a list of community resources to guide department interaction with those who may be suffering from mental illness or who appear to be in a mental health crisis.

408.5 FIRST RESPONDERS

Safety is a priority for first responders. It is important to recognize that individuals under the influence of alcohol, drugs or both may exhibit symptoms that are similar to those of a person in a mental health crisis. These individuals may still present a serious threat to officers; such a threat should be addressed with reasonable tactics. Nothing in this policy shall be construed to limit an officer's authority to use reasonable force when interacting with a person in crisis.

Officers are reminded that mental health issues, mental health crises and unusual behavior are not criminal offenses. Individuals may benefit from treatment as opposed to incarceration.

An officer responding to a call involving a person in crisis should:

- (a) Promptly assess the situation independent of reported information and make a preliminary determination regarding whether a mental health crisis may be a factor.
- (b) Request available backup officers and specialized resources (Mobile Crisis Response Team) as deemed necessary and, if it is reasonably believed that the person is in a crisis situation, use conflict resolution and de-escalation techniques to stabilize the incident as appropriate.
- (c) If feasible, and without compromising safety, turn off flashing lights, bright lights or sirens.
- (d) Attempt to determine if weapons are present or available.
- (e) Take into account the person's mental and emotional state and potential inability to understand commands or to appreciate the consequences of his/her action or inaction, as perceived by the officer.
- (f) Secure the scene and clear the immediate area as necessary.
- (g) Employ tactics to preserve the safety of all participants.
- (h) Determine the nature of any crime.
- (i) Request a supervisor, as warranted.
- (j) Evaluate any available information that might assist in determining cause or motivation for the person's actions or stated intentions.
- (k) If circumstances reasonably permit, consider and employ alternatives to force.

Crisis Intervention Incidents

408.6 DE-ESCALATION

Officers should consider that taking no action or passively monitoring the situation may be the most reasonable response to a mental health crisis.

Once it is determined that a situation is a mental health crisis and immediate safety concerns have been addressed, responding members should be aware of the following considerations and should generally:

- Evaluate safety conditions.
- Introduce themselves and attempt to obtain the person's name.
- Be patient, polite, calm and courteous and avoid overreacting.
- Speak and move slowly and in a non-threatening manner.
- Moderate the level of direct eye contact.
- Remove distractions or disruptive people from the area.
- Demonstrate active listening skills (i.e., summarize the person's verbal communication).
- Provide for sufficient avenues of retreat or escape should the situation become volatile.

Responding officers generally should not:

- Use stances or tactics that can be interpreted as aggressive.
- Allow others to interrupt or engage the person.
- Corner a person who is not believed to be armed, violent or suicidal.
- Argue, speak with a raised voice or use threats to obtain compliance.

408.7 INCIDENT ORIENTATION

When responding to an incident that may involve mental illness or a mental health crisis, the officer should request that the desk officer provide critical information as it becomes available.

This includes:

- (a) Whether the person relies on drugs or medication, or may have failed to take his/her medication.
- (b) Whether there have been prior incidents or suicide threats/attempts, and whether there has been previous police response.
- (c) Contact information for a treating physician or mental health professional.

Additional resources and a supervisor should be requested as warranted.

Crisis Intervention Incidents

408.8 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to the scene of any interaction with a person in crisis. Responding supervisors should:

- (a) Attempt to secure appropriate and sufficient resources.
- (b) Closely monitor any use of force, including the use of restraints, and ensure that those subjected to the use of force are provided with timely access to medical care (see the Handcuffing and Restraints Policy).
- (c) Consider strategic disengagement. Absent an imminent threat to the public and, as circumstances dictate, this may include removing or reducing law enforcement resources or engaging in passive monitoring.
- (d) Ensure that all reports are completed and that incident documentation uses appropriate terminology and language.
- (e) Conduct an after-action tactical and operational debriefing, and prepare an after-action evaluation of the incident to be forwarded to the Division Commander.
- (f) Evaluate whether a critical incident stress management debriefing for involved members is warranted.

408.9 INCIDENT REPORTING

Members engaging in any oral or written communication associated with a mental health crisis should be mindful of the sensitive nature of such communications and should exercise appropriate discretion when referring to or describing persons and circumstances.

Members having contact with a person in crisis should keep related information confidential, except to the extent that revealing information is necessary to conform to department reporting procedures or other official mental health or medical proceedings.

408.9.1 DIVERSION

Individuals who are not being arrested should be processed in accordance with the Emergency Admissions Policy.

408.10 EVALUATION

The Patrol Commander designated to coordinate the crisis intervention strategy for this department should ensure that a thorough review and analysis of the department response to these incidents is conducted annually. The report will not include identifying information pertaining to any involved individuals, officers or incidents and will be submitted to the Commissioner of Public Safety through the chain of command.

408.11 TRAINING

In coordination with the mental health community and appropriate stakeholders, the Department will develop and provide comprehensive education and training to all department members to enable them to effectively interact with persons in crisis.



CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Brian Shea, Interim City Manager

AGENDA ITEM: Open a public hearing to amend Chapter 141 "Peace and Good Order" of the Code of the City of Rye by adding new Sections 141-10 "Public Urination or Defecation," 141-11 "Enforcement," and 141-12 "Penalties for Offenses."

FOR THE MEETING OF:

October 22, 2025

RECOMMENDATION: That the Council hold the public hearing and consider adopting the local law.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: See the attached draft local law.

**CITY OF RYE
LOCAL LAW NO. 2025**

A local law to amend Chapter 141 “Peace and Good Order” of the Code of the City of Rye by adding new Sections 141-10 “Public Urination or Defecation,” 141-11 “Enforcement,” and 141-12 “Penalties for Offenses” as follows:

Section 1:

§ 141-10 “Public Urination or Defecation.”

A. **This Section shall be known as the “Public Urination or Defecation Local Law of the City of Rye.”**

B. **Prohibition.**

No person shall urinate or defecate:

- 1. In a public place, as defined in Penal Law § 240.00, whether indoors or outdoors, except in a designated public restroom or designated portable toilet;**
- 2. Outdoors on private property, if visible from a public place; or**
- 3. Outdoors on private property, if not visible from a public place, without the express permission of the owner.**

§ 141-11 Enforcement.

The provisions of § 141-10 shall be enforced by the City of Rye Police Department.

§ 141-12. Penalties for offenses.

Any person found guilty of violating this chapter shall be guilty of a violation and, upon conviction of a first offense, shall be subject to a fine of up to \$1,000 or a term of imprisonment for a period of up to 15 days, or both; and upon conviction of a second offense, shall be subject to a fine of up to \$1,500 or a term of imprisonment for a period of up to 15 days; and upon conviction of a third or subsequent offense shall be subject to a fine of \$2,000 or a term of imprisonment for a period of up to 15 days or both.

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

DEPT.: City Manager

CONTACT: Brian Shea, Interim City Manager

AGENDA ITEM: Resolution authorizing the City Manager to execute a general services agreement with the Laberge Group for various engineering, grant writing, architectural, and planning services.

FOR THE MEETING OF:

October 22, 2025

RECOMMENDATION: That the Council adopt the resolution.

RESOLVED the City Manager is authorized to execute a general services agreement with the Laberge group for various engineering, grant writing, architectural, and planning services.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: See the attached general services agreement.

Agreement Between

City of Rye

Westchester County, New York

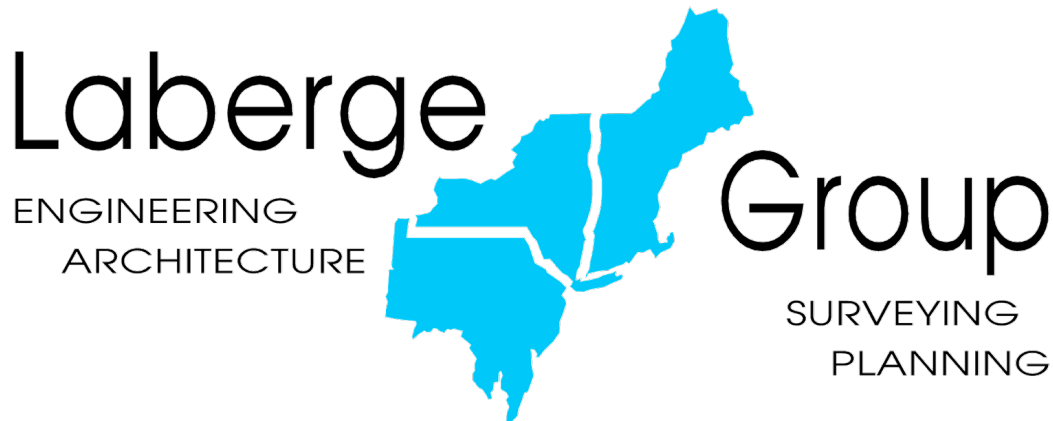
And

**LABERGE ENGINEERING & CONSULTING
GROUP, LTD.**

For

Professional Services

Draft Date: October 8, 2025



General Services Agreement

**AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Part I. PARTIES AND PROJECT

THIS AGREEMENT is made on the 8th Day of October the year 2025 between
City of Rye the OWNER and
LABERGE ENGINEERING & CONSULTING GROUP LTD. with offices at 4 Computer Drive West, Albany, New York 12205, the ENGINEER, for the
following :

Professional Consulting Services including but not limited to drinking water supply design, distribution and treatment; wastewater treatment planning and design; stormwater system design and program management; grant writing and administration; land surveying, road and highway engineering; municipal architectural services; government operations, shared services and efficiency planning; planning and zoning board review; land use review; comprehensive planning; and construction administration/observation as requested and authorized by the City Council and/or City Manager.

The OWNER and the ENGINEER agree as follows:

OWNER: City of Rye
DRAFT DATE: October 8, 2025

Part II. ENGINEERING CHARGES:

MULTIPLE OF DIRECT PERSONNEL EXPENSE

A. In accordance with the Terms and Conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

A.1 **Basic Services** - As defined in Paragraph 1.1 and Additional Services, as defined in Paragraph 1.2, as follows:

A.1.1 Employees' Direct Personnel Expense (including Principals') plus one and seven tenths (1.7) times the employees' Direct Personnel Expense as defined in Article 3.

A.1.2 Cost of services of other professional consultants at a multiple of one and two tenths (1.2) times the amount billed to the ENGINEER by the professional consultants for such services.

A.2 **Initial Payment** - Execution of the Agreement shall be accompanied by an initial payment by the OWNER of:

(\$ - 0 -), which shall be credited to the OWNER'S account. Dollars

A.3 **Reimbursable Expenses** - As defined in Article 4, times a multiplier of one and two tenths (1.2).

A.4 Payments made after the initial payment shall be made monthly in proportion to services performed.

A.5 Services performed under programs subject to the provisions of OMB Circular A102 shall be covered under a separate agreement subject to and in accordance with the provisions of said circular.

Part III. TERMS AND CONDITIONS

Article 1. ENGINEERING SERVICES

1.1 Basic Services

The ENGINEER agrees to perform professional services in connection with the Project, including normal civil, structural, mechanical and electrical services and normal architectural services related thereto, as set forth below and contained within this Agreement:

Preliminary Design Phase
Construction Contract Documents Phase
Bidding or Negotiating Phase
Construction Phase

1.1.2 Preliminary Design Phase

During the Preliminary Design Phase the ENGINEER shall:

- 1.1.2.1 Consult with the OWNER to ascertain the OWNER'S requirements for the Project.
- 1.1.2.2 Review alternative approaches to design and construction of the Project.
- 1.1.2.3 Prepare a preliminary ENGINEERING/ARCHITECTURE study and report, consisting of design criteria, drawings and outline specifications to develop and establish the scope of the Project.
- 1.1.2.4 Prepare a statement of the ENGINEER'S Opinion of the probable Construction Cost for the Project based upon designs established to this point.
- 1.1.2.5 Furnish Five (5) copies of the Design Documents for the OWNER'S review and approval.

1.1.3 Construction Contract Documents Phase

The ENGINEER shall:

- 1.1.3.1 Prepare the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications, and other documents as required to complete the Construction Contract Documents.
- 1.1.3.2 Advise the OWNER of any substantial adjustments to previous ENGINEER'S opinion of the probable Construction Cost when changes in requirements, general market conditions or other conditions that become known to ENGINEER.
- 1.1.3.3 At the OWNER'S request, assist the OWNER'S legal counsel in connection with their review of the Construction Contract Documents for their legally related aspects.
- 1.1.3.4 Furnish Five (5) copies of the Construction Contract Documents for the OWNER'S review and approval.

1.1.4 Bidding or Negotiating Phase

Upon receipt of the OWNER'S written approval of the Construction Contract Documents Phase and latest Opinion of the probable Construction Cost, and written authorization to proceed with the Bidding or Negotiating Phase, the ENGINEER shall:

- 1.1.4.1 Assist the OWNER in obtaining bids or negotiating bid proposals, in analyzing bids and proposals, and in awarding the Construction Contract.

1.1.5 Construction Phase – Administration of the Construction Contract

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

- 1.1.5.1 Act as the OWNER'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. The OWNER shall not modify the Construction Contract Documents without the written consent of the ENGINEER.
- 1.1.5.2 Advise and consult with the OWNER during the Construction Phase. The ENGINEER shall issue the OWNER'S authorized instructions to the Contractor.
- 1.1.5.3 Make visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in general accordance with the Drawings and the Specifications. On the basis of their on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
- 1.1.5.4 Review the Contractor's requests for progress payments, and based upon data or observation, advise the OWNER as to the ENGINEER'S opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute an opinion by the ENGINEER to the OWNER, based on data or site observations, review and data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Contractor's work indicated; that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Contractor's work is in general accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Recommendation for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the ENGINEER shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.1.5.5 Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER'S decisions in matters relating to the ENGINEER'S design shall be final.
- 1.1.5.6 Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.
- 1.1.5.7 Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the project and for general compliance with the Construction Contract only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The ENGINEER's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ENGINEER of construction means, methods, techniques, sequences or procedures. The ENGINEER's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by

OWNER: City of Rye
DRAFT DATE: October 8, 2025

the Contract Documents, the ENGINEER shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents

- 1.1.5.8 Prepare Final Quantity Adjustment Change Order for the OWNER'S approval.
- 1.1.5.9 Prepare statement of substantial completion for OWNERS approval.
- 1.1.5.10 Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the OWNER a Recommendation for Final Payment.
- 1.1.5.11 The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractors, or any Subcontractors, or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.

1.2 ADDITIONAL SERVICES

The ENGINEER shall furnish or obtain from others, additional professional services in connection with this agreement, as set forth below. (Cross out those paragraphs that do not apply.)

- 1.2.1 Preparation of applications and supporting documents for government grants, loans, advances or payments.
- 1.2.2 Preparation of drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- 1.2.3 Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
- 1.2.4 Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.
- 1.2.5 Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.
- 1.2.6 Preparation of detailed renderings, exhibits or scale models for the Project.
- 1.2.7 Preparation of environmental assessment statements and related services.
- 1.2.8 Providing special analysis of the OWNER'S needs such as owning and operating analysis, OWNER'S operating and maintenance manuals, OWNER'S special operating drawings or charts, and any other similar analysis.
- 1.2.9 Providing planning surveys, site evaluations and comparative studies of prospective sites.
- 1.2.10 Providing any type of field surveys for design purposes, "stake out" of the location of the work, and any other special field surveys.
- 1.2.11 Furnishing additional copies of reports and additional prints of Drawings and Specifications in excess of those stipulated in the Agreement.
- 1.2.12 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required by the OWNER.
- 1.2.13 Additional services when the Project involves more than one Construction Contract, or separate equipment contracts.
- 1.2.14 Preparing required Change Orders which are not within the scope of Article 1, "ENGINEER'S SERVICES," paragraph 1.1.
- 1.2.15 Making a review of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the Construction Contract.
- 1.2.16 Preparing a set of reproducible record documents conforming to construction records provided to the ENGINEER by the Contractor during the construction process.
- 1.2.17 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.
- 1.2.18 Providing assistance in the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or training personnel for operation or maintenance of equipment or system.
- 1.2.19 Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
- 1.2.20 Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- 1.2.21 Providing administrative and management services.
- 1.2.22 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 2, "OWNER'S RESPONSIBILITIES," excluding testing for and/or of Hazardous Waste & Asbestos Materials.
- 1.2.23 Providing Resident Project Representative services to give the OWNER more extensive on-site representation during the Construction Phase.
- 1.2.24 Meetings and hearings required for the conduct of the project with the Owner or as otherwise requested by the Owner.

Article 2. OWNER'S RESPONSIBILITIES

The OWNER shall:

- 2.1 Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER'S requirements for the Project.
- 2.2 Designate in writing a person authorized to act as the OWNER'S representative. The OWNER or their representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER'S policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER'S services.
- 2.3 Furnish to the ENGINEER a complete land survey of the Project site which shall include, but not be limited to, service and utilities locations with depths and invert grades, easements, rights-of-way, contours, grades, streets, alleys, pavements, adjoining property, encroachments, zoning and deed restrictions, existing buildings, improvements and tree locations.
- 2.4 Furnish soils data, including but not limited to: reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity tests, all with appropriate professional interpretation.
- 2.5 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project.
- 2.6 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
- 2.7 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 2.8 Obtain bids or proposals from Contractors for work relating to this Project and bear all costs relating thereto.
- 2.9 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2.10 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.

OWNER: City of Rye
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- 2.11 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER'S performance of services under this Agreement.
- 2.12 Compensate the ENGINEER for services rendered under this Agreement.
- 2.13 Furnish an overall budget for the project, including all construction and all other costs.
- 2.14 Furnish the above services at the OWNER'S expense and in such manner that the ENGINEER may rely upon them in the performance of their services under this Agreement.

The ENGINEER shall perform or select the professionals required by the OWNER to perform those services under Sections 2.3, 2.4 and 2.5 but those professionals shall contract directly with the OWNER.

Article 3. DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct labor costs incurred by the ENGINEER directly attributable to the Project by the payment of the actual salaries and wages plus .45 of said sum to cover all indirect labor expenses (i.e., social security, unemployment, holidays, vacation, retirement, insurance etc.).

Article 4. REIMBURSABLE EXPENSES

- 4.1 Reimbursable Expenses are in addition to compensation to the ENGINEER for Basic and Additional Services and include expenditures made by the ENGINEER, their employees or their consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to:
 - 4.1.1 Expense of transportation, subsistence and lodging when traveling in connection with the Project.
 - 4.1.2 Expense of telecommunications, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project.
 - 4.1.3 Expense of all reproduction, postage and handling of Drawings, Specifications, reports or other Project-related work product of the ENGINEER.
 - 4.1.4 N/A
 - 4.1.5 Expense of publications, library, equipment, etc. required for the project.

Article 5 PAYMENTS TO THE ENGINEER

- 5.1 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the ENGINEER'S submittal of their statement. Past due amounts owed shall include a charge at a rate of interest from the thirtieth day equal to J P Morgan Chase Bank prime plus two (2) per cent.
- 5.2 If the OWNER fails to make payments due the ENGINEER, the ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 5.3 No deductions shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.
- 5.4 If the Project is delayed or if the ENGINEER'S services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

Article 6 GENERAL PROVISIONS

6.1 Ownership of Documents

Drawings, Specifications and other work product of the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not. Reuse of any of the instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any other project without the written permission of the ENGINEER shall be at the OWNER'S risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages and expenses including attorneys' fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the OWNER or by others acting through the OWNER. Any reuse or adaptation of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amounts to be agreed upon by the OWNER and the ENGINEER.

6.2 Delegation of Duties

Neither the OWNER nor the ENGINEER shall delegate their duties under this Agreement without the written consent of the other.

6.3 Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform, in accordance, with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including, Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus 25% of the total compensation earned to the time of termination to account for ENGINEER'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

6.4 **Extent of Agreement**

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

6.5 **Governing Law**

Unless otherwise specified with this Agreement, this Agreement shall be governed by the laws of New York State.

6.6 **General**

- 6.6.1 Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
- 6.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 6.6.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 6.6.4 The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform their work but not relating to the final or completed structure; omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 6.6.5 The ENGINEER intends to render their services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.
- 6.6.6 Any Opinion of the probable Construction Cost prepared by the ENGINEER represents their judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual cost to the OWNER.
- 6.6.7 It is understood that this Agreement, may or may not contemplate the handling of, or design, including use of asbestos or any other material classified by New York State and/or the U. S. Environmental Protection Agency as a hazardous waste. Where it is understood and agreed that this Agreement does not contemplate the handling of or design, including use of asbestos or any hazardous waste material, the owner hereby agrees to hold harmless, defend and indemnify the ENGINEER for all claims, lawsuits, expenses, or damages, arising from or related to, the handling, use, treatment, purchase, sale, storage or disposal of asbestos, asbestos products and/or any hazardous waste materials.

Where it is understood and agreed that this Agreement contemplates the handling of, or design, including use of, asbestos or any hazardous waste material, the ENGINEER shall not be responsible for the safety measures on the job, including measures for the protection of employees, contractor(s), subcontractor(s) and/or the general public. Said responsibility shall rest solely upon the contractor. The owner agrees to hold harmless, defend and indemnify the ENGINEER from all claims, suits, expenses, or damages arising from, or alleged to arise from exposure to and/or inhalation of asbestos or asbestos fibers and hazardous waste materials, except those arising from negligent acts, errors, or omissions by the ENGINEER. Nothing in this Agreement shall impose any liability upon the ENGINEER, for claims, lawsuits, expenses, or damages arising from or in any manner related to exposure, handling, manufacture or disposal of asbestos, asbestos products and/or hazard waste materials in any of its various forms as defined by New York State and the U. S. Environmental Protection Agency.

- 6.6.8 It is understood and agreed that ENGINEER shall not be responsible for any costs in excess of the Opinion of Probable Construction Costs referenced in paragraphs 1.1.24 and 1.1.3.2 of this Agreement.
- 6.6.9 Owner agrees not to hire or solicit for employment, for themselves or others, the ENGINEER's employee during the term of this agreement and for a period of two years thereafter.
- 6.6.10 Owner shall provide ENGINEER with written notice of any and all claims relating to ENGINEER's services within ten (10) days after the event-giving rise to the claim. Said notice shall be deemed to be a condition precedent to any action or lawsuit to recover damages against ENGINEER.
- 6.6.11 Any and all claims, actions or lawsuits against ENGINEER arising out of the project or this Agreement must be brought in the Supreme Court, County of Westchester within six (6) months of the last date that ENGINEER provides services under this Agreement.
- 6.6.12 Notwithstanding any statutory provision or other law, written notice of any and all claims arising out of this contract shall be served within two (2) year from the date of the alleged breach. Any and all actions arising out of such claims shall be filed within twelve (12) months from the date of said notice.
- 6.6.13 With specific respect to design requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), OWNER agrees to waive any action against ENGINEER and to indemnify and defend ENGINEER against any claim arising from ENGINEER's alleged failure to meet ADA design requirements prescribed. OWNER understands that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel for purposes of interposition is advisable.
- 6.6.14 Delivery of Electronic Files
In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and provided by the ENGINEER the OWNER covenants and agrees that all such electronic files are instruments of service of the ENGINEER who shall be deemed the author, and shall retain all common law, statutory law and other rights including copyrights.

The OWNER agrees not to reuse these electronic files in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ENGINEER. The OWNER further agrees to waive all claims against the ENGINEER resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than the ENGINEER.

The OWNER is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the ENGINEER's and electronic files, the signed construction documents shall govern.

In addition, the OWNER agrees to the fullest extent permitted by law to indemnify and hold the ENGINEER harmless from any damage, liability or cost including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the ENGINEER or from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER.

Article 7. SPECIAL PROVISIONS

OWNER: City of Rye
DRAFT DATE: October 8, 2025

- 7.1 **Insurance and Indemnity**
- 7.1.1 **ENGINEER's Insurance** - The ENGINEER shall acquire and maintain statutory worker's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage.
- 7.1.2 **Contractor's Insurance** - Prior to the commencement of the work, the OWNER shall require the Contractor and any Subcontractors to submit evidence that he (they) have obtained, for the period of the Construction Contract and the guarantee period, comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$ 500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$ 2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others; arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. A limit of not less than \$1,000,000 aggregate shall be provided.
- Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph 7.1.4 "Indemnity". The comprehensive general liability insurance will include as additional named insureds: the OWNER; the ENGINEER; and each of their officers, agents and employees; and other persons with an insurable interest as may be designated by the Owner.
- 7.1.3 **Builders Risk "All Risk" Insurance** - Before commencement of the work, the OWNER will require that the Contractor submit written evidence that he has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire Project which is the subject of the Construction Contract. Such insurance shall include as additional named insureds: the OWNER; the ENGINEER; and each of their officers, agents, employees, and any other persons with an insurable interest as maybe designated by the OWNER. Such insurance may have a deductible clause but not to exceed \$5,000, except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.
- 7.1.4 **Indemnity** - The OWNER will require that any Contractor or Subcontractors, performing work in connection with Drawings and Specifications produced under this Agreement, to hold harmless, indemnify and defend the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleging to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, or the ENGINEER or their consultants, or their officers, agents and employees.
- 7.2 **Construction Cost**
- 7.2.1 Construction Cost, when used as the basis for determining the ENGINEER'S compensation, shall be defined as the total cost to the OWNER or the ENGINEER'S Opinion of the Construction Cost for all construction designed or specified by the ENGINEER including the costs of labor, materials, equipment and specified furnishings, and cost of management of construction, but not including the ENGINEER'S or other consultant's compensation and expenses, the cost of land, rights-of-way or easements, nor the OWNER'S cost of legal, accounting, auditing or insurance counseling services, or interest and financing charges for the Project, nor other costs, listed in Article 2 "OWNER'S RESPONSIBILITY." The Construction Cost shall be determined as follows with precedence in the order listed:
- 7.2.1.1 For completed construction the costs to the OWNER of all construction work performed.
- 7.2.1.2 For construction work not constructed, the lowest bona fide bid received from a qualified bidder.
- 7.2.1.3 For work for which bids are not received, ENGINEER'S latest Opinion of the Construction Cost.
- 7.2.2 Labor furnished by the OWNER for the Project construction shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Material and equipment furnished by the OWNER for the Project shall be included in the Construction Cost at current market prices, F.O.B. Project site, except that used material and equipment shall be included as if purchased new for the Project.
- 7.2.3 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by both OWNER and ENGINEER and shall include a ten percent bidding contingency, unless another amount is agreed upon in writing. When such fixed limit is established, the ENGINEER shall be permitted to determine what materials, equipment, component systems, types of construction and alternative bid items are to be included in the Construction Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. Acceptance by the OWNER of a revised Opinion of Construction Cost in excess of the fixed limit shall constitute a corresponding increase in the fixed limit of Construction Cost.
- 7.2.4 After completion of the Construction Contract Documents Phase, if the Bidding or Negotiating Phase does not commence within six months, any fixed limit of the Construction Cost shall be adjusted to reflect general construction industry price level increases occurring between the date of ENGINEER'S submittal to the OWNER of the final Construction Contract Document and the date on which bids or proposals are sought.
- 7.2.5 If the lowest bona fide bid or the ENGINEER'S Opinion of the Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the OWNER shall (1) give written approval for an increase in such fixed limit, (2) authorize re-bidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
- 7.3 **Resident Construction Review Services**
- 7.3.1 The ENGINEER shall provide one or more full time Resident Project Representatives to assist the ENGINEER in order to render more extensive representation at the project site during the Construction Phase. Such Resident Construction Review Services shall be paid for by the OWNER as Additional Services as defined within this Agreement. The limits of the authority, duties and responsibilities of a Resident Project Representative shall be described before such services begin by written instruments labeled Exhibit A, attached to, and made a part of this Agreement.
- 7.3.2 By means of the more extensive on-site observations of the work in progress, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and the ENGINEER shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.
- 7.4 **Limitation of Liability**
- To the fullest extent permitted by law, the OWNER agrees to limit the ENGINEER'S liability to the OWNER and to all Construction Contractors and Subcontractors on the project for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from, or any way related to this Agreement due to the ENGINEER'S professional negligent acts, errors or omissions, breach of contract or warranty, express or implied, such that the total aggregate liability of the ENGINEER to those named shall not exceed 1000% of the ENGINEER'S fee for the services as approved in the addendum authorizing a specific fee and scope of work to be rendered ..
- 7.5 **Miscellaneous**
- (These provisions supersede previous Articles or provide additional information not included in previous Articles).

7.5.1 The OWNER'S Authorized Representative shall be the official who executes this Agreement.

This Agreement executed the date and year written at the beginning of the Agreement.

OWNER:

City of Rye

1051 Boston Post Road

ADDRESS

Rye,

CITY

New York

STATE

10580

ZIP

BY:

Brian G. Shea

PRINTED NAME

Interim City Manager

TITLE

ATTEST:

ENGINEER:

LABERGE ENGINEERING & CONSULTING GROUP, LTD

4 COMPUTER DRIVE WEST

ADDRESS

ALBANY

CITY

NY

STATE

12205

ZIP

BY:

Richard F. Laberge, P.E.

PRINTED NAME

President

TITLE

ATTEST:

OWNER: City of Rye
DRAFT DATE: October 8, 2025

EXHIBIT A

LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE

- A. The Resident Project Representative shall act under the direct supervision of the ENGINEER, shall be the ENGINEER'S agent in all matters relating to on-site construction review of the Contractor's work, shall communicate only with the ENGINEER and the Contractor (or Contractors), and shall communicate with subcontractors only through the Contractor or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the ENGINEER.
- B. The Resident Project Representative shall observe on-site construction activities of the Contractor relating to portions of the project designed and specified by the ENGINEER as contained in the Construction Contract Documents.
- C. Specifically omitted from the Resident Project Representative's duties are any review of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work but not relating to the final or completed project. Omitted design or review services include, but are not limited to: shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- D. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by the Contractor and consult with the ENGINEER concerning their acceptability.
 2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
 3. Liaison:
 - a. Service as ENGINEER'S liaison with the Contractor, working principally through Contractor's superintendent and assist them in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as OWNER'S liaison with the Contractor when Contractor's operations effect OWNER'S on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
 - c. Alert Contractor directly and through their superintendent, to the hazards involved in accepting or acting upon instructions from OWNER or others, except instructions transmitted through ENGINEER or themselves.
 4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples, which have been reviewed by the ENGINEER.
 - b. Receive samples which are furnished at the site by the Contractor for ENGINEER'S review and notify ENGINEER of their availability for examination.
 - c. Advise ENGINEER and Contractor or their superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been reviewed by ENGINEER.
 5. Review of Work, Rejection of Defective Work, Observations and Tests:
 - a. Conduct on-site observations of the work in progress to assist ENGINEER in determining that the project is proceeding in accordance with the Contract Documents and that completed work will conform to the requirements of the Contract Documents.
 - b. Report to the ENGINEER whenever he believes that any work is unsatisfactory, faulty, or defective or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any review, tests or approval required to be made; and advise the ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or review.
 - c. Review that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting officials representing public or other agencies having jurisdiction over the project, record the outcome of these reviews and report to the ENGINEER.
 6. Interpretation of Contract Documents: Transmit to the Contractor, the ENGINEER'S clarification, and interpretations of the Contract Documents.
 7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the ENGINEER.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, reviews or start of important phases of the work.
 10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly, their relation to the schedule of values, work completed and materials and equipment delivered at the site.
 11. Guarantees, Certificates, Maintenance & Operation Manuals: During the course of the work, review that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the ENGINEER for their review and forwarding to OWNER prior to final acceptance of the project.
 12. Completion:

OWNER: City of Rye
DRAFT DATE: October 8, 2025

- a. Before the ENGINEER issues a Statement of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- b. Conduct final review in the company of ENGINEER, OWNER, and Contractor, and prepare a final list of items to be corrected and/or completed.
- c. Review that all items on final list have been corrected and make recommendations to the ENGINEER concerning acceptance.

E. LIMITATION OF AUTHORITY

Except upon written instructions of the ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents.
2. Shall not undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent.
3. Shall not expedite work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize OWNER to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

Where it is understood and agreed that this Agreement contemplates the handling of, or design, including use of, asbestos or any hazardous waste material, the ENGINEER shall not be responsible for the safety measures on the job, including measures for the protection of employees, contractor(s), subcontractor(s) and/or the general public. Said responsibility shall rest solely upon the contractor. The owner agrees to hold harmless, defend and indemnify the ENGINEER from all claims, suits, expenses or damages arising from, or alleged to arise from exposure to and/or inhalation of asbestos or asbestos fibers and hazardous waste materials, except those arising from negligent acts, errors or omissions by the ENGINEER.

Nothing in this Agreement shall impose any liability upon the ENGINEER, for claims, lawsuits, expenses or damages arising from or in any manner related to exposure, handling, manufacture or disposal of asbestos, asbestos products and/or hazard waste materials in any of its various forms as defined by New York State and the U. S. Environmental Protection Agency.

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OWNER: City of Rye
DRAFT DATE: October 8, 2025



CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Brian Shea, Interim City Manager

AGENDA ITEM: Resolution accepting a donation of playground equipment from the Rye City School District.

FOR THE MEETING OF:

October 22, 2025

RECOMMENDATION: That the Council adopt the following resolution.

RESOLVED the City Council hereby accepts the donation of four pieces of playground equipment from the Rye City School District.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: The Rye Recreation Commission has reviewed the playground equipment and recommends that the City Council accept the equipment as a donation. Once accepted the Recreation Commission will work with city staff to determine which parks the playground equipment can be placed on to replace old equipment or add to an existing playground.

See the attached memo from the Rye Recreation Superintendent and the equipment safety inspection report.



CITY OF RYE

Recreation Department

Memorandum

To: Brian Shea, Interim City Manager

From: Erin Mantz, Recreation Superintendent

Date: 10/15/2025

Re: Request for Council Approval – Transfer of Playground Equipment from Rye City School District

The Rye City School District has a number of surplus playground equipment pieces from Midland Elementary School. These items were originally intended for reuse; however, the school's PTO successfully fundraised for brand new playground structures. As a result, the District now has excess equipment and has offered to transfer ownership of these items to the City of Rye at no cost.

The Recreation Commission has reviewed the available equipment, as well as the most recent safety inspection report, and has voted in favor of accepting the donation. We are now seeking formal acceptance from the City Council in order to proceed with the transfer of ownership.

Upon Council approval, the Recreation Commission will collaborate with City staff to evaluate suitable locations within City parks. The equipment may be used to replace aging existing playground pieces or create new play spaces.

Available Equipment (all in good condition):

- Large Composite Structure
- Rock Wall
- Web Net Climber
- Triple Verto Climber

Please see the attached inspection report for additional details. We respectfully request Council's approval to accept the equipment and initiate the ownership transfer process.





Playground Maintenance Corp. dba
Playground Medic
50 Broadway
Hawthorne, NY 10532
(914)741-2228 Fax (914)747-3965
E-mail: info@playgroundmedic.com

PLAYGROUND SAFETY INSPECTION REPORT

DATE: September 14, 2023

SITE: Midland Elementary School
324 Midland Avenue
Rye, N.Y. 10580

CLIENT: Rye City School District
Attn: Robert Gimigliano
555 Theodore Fremd Avenue - Suite B-101
Rye, N.Y. 10580

CONTACT PHONE NO. 914-967-6100 ext. 6208

DATE OF INSPECTION: August 15, 2023

INSPECTOR: Natale Chionchio
CPSI Certification #51262-0624
Expiration: 6/1/2024

PURPOSE AND DEFINITIONS

PURPOSE

The purpose of a Playground Safety Inspection is to:

- * Evaluate the overall condition of a playground or playgrounds at a given facility
- * Identify hazardous conditions needing attention
- * Identify Maintenance issues that the owner should be aware of

HAZARD DEFINITIONS

CLASS A HAZARD: Any condition of the playground that is life threatening or could cause severe, permanent disability.

CLASS B HAZARD: Any condition of the playground that could cause a serious but non-disabling injury.

CLASS C HAZARD: Any condition of the playground that can cause a slight injury or any condition that may not cause injury but does not meet either the Guidelines in the CPSC "Handbook for Public Playground Safety" or the ASTM F1487 "Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use."

MAINTENANCE: Repairs needed or recommendations for improvement

STRUCTURAL STABILITY

When properly installed as directed by the manufacturer's instructions and specifications, equipment should withstand the maximum anticipated forces generated by active use which might cause it to overturn, tip, slide or move in any way.

Stability of play equipment is tested by digging around equipment footings and checking for deterioration or signs of movement that would indicate structural instability.

SURFACING

DEPTH: The surfacing under and around the playground equipment can be a major factor in determining the injury causing potential of a fall. A fall onto a shock-absorbing surface is less likely to cause a serious injury than a fall onto a hard compacted surface. Inadequate surfacing material is usually a CLASS A HAZARD depending on the surfacing material.

The depth of surfacing material is checked by digging down to the sub base in heavy wear and low wear areas.

USE ZONE: The surface under and around a piece of equipment onto which a child falling from or exiting from the equipment would be expected to land. These areas are also designated for unrestricted circulation around the equipment.

Use Zone is checked on all equipment by measurements in accordance with CPSC guidelines.

CONDITION EXPLANATION

Equipment and surfacing conditions will be identified as "Good", "Fair" or "Poor". This is a general classification and will indicate:

- | | |
|-------------|---|
| Good | * <i>No Corrective action needed</i> |
| Fair | * <i>Some corrective action needed</i> |
| Poor | * <i>Extensive corrective action needed</i> |

MIDLAND ELEMENTARY SCHOOL
Area #1

EQUIPMENT INVENTORY

Small Composite Structure - N/A

Equipment Manufacturer

Iron Mountain Forge



Large Composite Structure

Playworld Systems



Large Composite, continued.



Rock Wall
Playworld Systems



Triple Verto Climber
Burke



Triple Shoot Out
Playworld Systems - N/A



Tire Swing - N/A

Playworld Systems



SURFACING MATERIAL

Engineered Wood Fiber

MANUFACTURER CONTACT INFORMATION

Iron Mountain Forge (Now owned by Little Tike

Little Tikes

PO Box 897

Farmington, MO 63640

800-325-8828

www.littletikescommercial.com

BCI Burke Company, LLC

660 Van Dyne Road

PO Box 549

Fond du Lac, WI 54936-0549

800-356-2070

www.bciburke.com

Playworld Systems

1000 Buffalo Road

Lewisburg, PA 17837

800-233-8404

www.playworldsystems.com

GENERAL PLAYGROUND ENVIRONMENTArea # 1

General Site Conditions	<u>Condition</u>	<u>Hazard</u>	<u>Recommendation</u>
1 Playground Location at Facility Number of footings in area	Back right side of school 70		
2 Distance from roads and parking lots	75 feet		
3 Fencing-total, partial, height, type	Total - 4ft.& 6ft. Chain Link		
4 Traffic or fence hazard	None		
5 Site conditions-level, hill, pitched	Level		
6 Drainage Problems	None		
7 Encroachment of brush or poisonous plants-where	Brush & dead branches along fence & on surfacing	Maint.	Remove brush & debris
8 Bees or insects/animals noted	None		
9 Site Amenities-bench, TR, Table Condition	Benches & Tables Good		
10 Border/Edging-type Condition of edging	6ft. Plastic Ties Two ties cracked & one tie bent	Maint.	Monitor, replace as needed
11 Shade Structure or shade Condition	Roofs & Trees		
12 Signage Age Appropriate Signs/Stickers?	Yes		
Equipment Age Appropriate, 2-5, 5-12	5-12 Years		
Adult Supervision sign or sticker?	Yes		
Warning Signs installed?			
Hard Surface	Yes		
Heat	Yes		
Drawstring/Strangulation	Yes		

Surface Marker signs on uprights?	Yes
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Playground Rules & General Information Sign?	Yes
--	-----

13 Accessibility

Accessible Entrance 36" wide ?	No	C	See Notes
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Accessible path 60" wide to play area ?	Yes
---	-----

Accessible surface in use zone?	Yes
---------------------------------	-----

Notes:

An accessible entrance of 36" and a path of 60" are required by ADA to be provided to the play area. If any renovations are done, accessibility should be addressed.

MIDLAND ELEMENTARY SCHOOL

AREA #1 CONDITION REPORT

	Condition	Hazard Priority	Recommendation
Small Composite Structure (Little Tikes)(Iron Mountain Forge) Components			
Double Slide	Fair	N/A	
Fire Pole	Fair		
Corkscrew Climber	Fair		
Curved "L" Slide	Fair		
Mirror Bubble Panel	Fair		
Animal Panel	Fair		
Transfer Platform	Good		
Decks (5)	Good		
Roof (1)	Good		
Poly Barrier	Good		
Stairs (1)	Good		
Surfacing EWF 10-12"	Good		
Use Zone	Good		
Structural Stability	Good		

Large Composite Structure (Playworld Systems) Components

Triple Racer Slide	Good
Adventure Bridge	Good
Arch Ladder	Good
Plateau Climber	Good
Ladder	Good
Over & Out Climber	Good
Decks (5)	Good
Spine Climber	Good
Leg Lift	Good
Steering Wheel Panel	Good
Silo Climber	Good
Storefront Panel	Good
Transfer Platform	Good
Roof (1)	Good
Stairs (1)	Good

Surfacing	EWF 9-12"	Good
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There are wear mats buried below EWF at Overhead Spiral Climber

Use Zone	Good
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Structural Stability	Good
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Freestanding Equipment

Rock Wall (Playworld)	Good
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Surfacing	EWF 9-10"	Good
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Use Zone	Good
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Structural Stability	Good
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Web Net Climber (Burke)	Good
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Surfacing	EWF 9-12"	Good
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Use Zone	Good
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Structural Stability	Good
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Triple Verto Climber (Burke)	Good
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Surfacing	EWF 12"	Good
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Use Zone	Good
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Structural Stability	Good
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Triple Shoot Out (Playworld)	Good
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Surfacing

Use Zone

Structural Stability

Good

N/A

N/A

Good

N/A

7ft. Tire Swing (Playworld)

		Tire & hardware removed	Maint.	Replace	} N/A
Surfacing	EWF 10"	Good No wear mats in Tire Area	C	See Notes (install mat if installing tire)	
Use Zone		Good			
Structural Stability		Good			

Environment

Encroachment of brush or poisonous plants	Brush & dead branches along fence & on surfacing	Maint.	Remove brush & debris
Border/Edging	Two ties damaged & one tie bent	Maint.	Monitor

Notes:

It is the playground owner's responsibility to maintain the test results for the safety surfacing showing that the depth is appropriate for the fall height of the equipment in the playground.



CITY COUNCIL AGENDA

DEPT.: City Manager

CONTACT: Brian Shea, Interim City Manager

AGENDA ITEM: Resolution designating the days and times of regular meetings of the City Council for 2026, setting January 7, 2026, as the first regular meeting.

FOR THE MEETING OF:

October 22, 2025

RECOMMENDATION: That the Council adopt the following resolution.

RESOLVED the City Council approved the attached City Council meeting schedule for 2026, with the first regular meeting scheduled for January 7, 2026.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: The Rye City Charter stipulates that the City Council meet within the first two weeks of January each year and shall hold stated meetings at least twice a month, except for the months of June through September when only one stated meeting per month needs to be held.

See attached calendar

CITY COUNCIL SCHEDULE 2026

COUNCIL MEETING DATES

BUDGET WORKSHOPS

JOINT CITY/SCHOOL BOARD MEETING

COUNCIL INAUGURATION

CITY HOLIDAY

SCHOOL BREAK

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S								
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7				1	2	3	4					1	2		1	2	3	4	5	6		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
25	26	27	28	29	30	31								29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					
																											31															
JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5	
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19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30							27	28	29	30	31		
							30	31																																		

*The Joint City Council/School Board meeting date is tentative and may be rescheduled.