

CITY OF RYE

NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, June 13, 2012, at 8:00 p.m. in the Council Room of City Hall. *The Council will convene at 7:30 p.m. and it is expected they will adjourn into Executive Session at 7:31 p.m. to discuss real estate matters.*

AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. Unveiling and dedication of the portrait of former Mayor Steven Otis.
4. General Announcements.
5. Approval of the election of three new members to the Rye Fire Department.
6. Draft unapproved minutes of the regular meeting of the City Council held May 23, 2012.
7. Mayor's Management Report
 - Legal Update
8. Appointment of a Council Member to fill the third year, ending January 1, 2013, of the City Council Term expiring January 1, 2014.
9. Continuation of Public Hearing to discuss potential capital projects to be included in a November, 2012 Bond Referendum.
10. Continuation of Public Hearing to amend Chapter 187, "Trees" of the City Code regarding the legislation of trees.
11. Public Hearing to establish the 2013 Budgeted Fees and Charges.
12. Update on existing parking technology and meters within the City.
13. Public Hearing to amend local law Chapter 180, "Taxicabs", Section 14, Payment of Fares, of the Code of the City of Rye to increase taxi fares.
14. Discussion of a Purchase and Sale Agreement between the City of Rye and Lester's of Rye, LLC for the right of first refusal for the purchase of the property located at 1037 Boston Post Road.
Roll Call.

15. Authorization for Landman, Corsi, Ballaine & Ford, P.C. to represent the City on the Article 78 proceeding *Dapolite v. City Manager*.
Roll Call.
16. Authorization for Harris Beach, PLLC to represent the City on pre-trial motions and settlement discussions in the legal proceedings *Panetta v. Planning Commission* and *St. Ives Condo v. Rye*.
Roll Call.
17. Discussion of a resolution amending the voting procedures for the Rye Golf Club Commission.
18. Discussion of entering into an Agreement with Malcolm Pirnie, the Water Division of ARCADIS, to assist in preparing a Stormwater Reconnaissance Plan for the lower Long Island Sound Drainage Basin in consideration of future funding for watershed projects.
19. Residents may be heard on matters for Council consideration that do not appear on the agenda.
20. Consideration of a request by the Rye Chamber of Commerce for the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 26, 2012 through Saturday, July 28, 2012 from 9:00 a.m. to 5:00 p.m.
21. Resolution to declare certain equipment as surplus.
Roll Call.
22. Miscellaneous communications and reports.
23. Old Business.
24. New Business.
25. Adjournment.

The next regular meeting of the City Council will be held on Wednesday, July 11, 2012 at 8:00 p.m. A special meeting of the City Council on the proposed Bond Referendum will be held on Wednesday, June 20, 2012 at 7:30 p.m. A special meeting of the City Council and the Rye Golf Club Commission will be held on Wednesday, June 27, 2012 at 7:00 p.m. at the Rye Golf Club.

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

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



CITY COUNCIL AGENDA

NO. 3

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Unveiling and dedication of the portrait of former Mayor Steven Otis.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: It is a tradition in the City of Rye to honor former Mayors with the dedication of their portrait. Steven Otis is the first Mayor to hold three consecutive terms of office: from January 1, 1998 through January 1, 2010. His tireless work to bring community projects to fruition was matched with continuous efforts to seek outside public and private funding to make them happen. Steve's knowledge of how government works greatly benefited Rye in many areas. He implemented a long list of successful projects marked by innovation, skill in securing outside funding through grants and public/private partnerships, and sound financial practices to minimize costs to taxpayers. This ceremony expresses the City's appreciation for his service as Mayor in the capacity for his time, expertise, and commitment to the community throughout the years.



CITY COUNCIL AGENDA

NO. 5

DEPT.: Fire Department

DATE: June 13, 2012

CONTACT: Chief Michael Taylor

AGENDA ITEM: Approval of the election of three new members to the Rye Fire Department.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve the election of Clyde Pitts and Zach Thain to the Poningoe Hook and Ladder Company and Liam McGuire to the Poningoe Engine and Hose Company.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The Board of Fire Wardens has advised that the following were elected into membership to the Poningoe Company and were approved by the Fire Wardens at their May 14, 2012 meeting.

Clyde Pitts Poningoe Hook and Ladder Company

Zach Thain Poningoe Hook and Ladder Company

Liam McGuire Poningoe Engine and Hose Company



CITY COUNCIL AGENDA

NO. 6

DEPT.: City Clerk

DATE: June 13, 2012

CONTACT: Dawn Nodarse

AGENDA ITEM Draft unapproved minutes of the Regular Meeting of the City Council held May 23, 2012, as attached.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve the draft minutes.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

Approve the minutes of the Regular Meeting of the City Council held May 23, 2012, as attached.

DRAFT UNAPPROVED MINUTES of the
Regular Meeting of the City Council of the City of
Rye held in City Hall on May 23, 2012 at 8:00 P.M.

PRESENT:

DOUGLAS FRENCH Mayor
LAURA BRETT
RICHARD FILIPPI
PETER JOVANOVIK
CATHERINE F. PARKER
JOSEPH A. SACK
Councilmembers

ABSENT: None

The Council convened at 7:10 p.m. Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried to immediately adjourn into executive session to discuss real estate matters related to the sale of 1037 Boston Post Road. Mayor French arrived at 7:20 p.m. Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried to adjourn the executive session at 7:40 p.m. The regular session began at 8:14 p.m.

1. Pledge of Allegiance

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

2. Roll Call

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

3. General Announcements

Mayor French announced that due to the time involved in transitioning her family's move to Houston, Councilwoman Suzanna Keith has resigned from the Council effective tonight. He added that much had been accomplished during her term and that she will be missed.

The 18 affordable housing units at Cottage Street should be open and ready by August. The lottery will be held by a third party called The Housing Action Council.

Stop signs have been erected at Midland Avenue and Palisade Road as part of a pilot program for a few months to test the feasibility of making them permanent.

4. Draft unapproved minutes of the regular meeting of the City Council held May 9, 2012

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to approve the minutes of the regular meeting of the City Council held on May 9, 2012.

Agenda Items 8 and 13 were taken out of order.

5. Mayor's Management Report

- Recap of the NYU Wagner Capstone Presentation

This presentation was deferred.

- Presentation by the Finance Committee on the Sanitation Department Study

Warren Keegan, Co-Chair of the Finance Committee and Committee member John Monahan presented a report on sanitation collection costs in the City. The City has five garbage routes a day and each route is collected twice a week with two men assigned to each route. The average compensation of salary plus benefits is \$106,000 per worker with benefits going up faster than base salaries. The Sanitation Sub-Committee considered several cost reduction options including: curbside pickup; once a week pickup; the impact of those options; compensation adjustment; and utilizing a private carting service and possibly sharing those services with another municipality. Curbside pickup would eliminate one truck and reduce the labor force by two, yielding an annual savings of \$212,000. Once a week pickup would reduce pickups from 10,000 per week to 5,000 per week, require two fewer trucks and yield a \$424,000 annual savings. Regarding compensation adjustments, it was noted that the median household income for the City of Rye for 2006 to 2010 was \$146,000 as compared to the \$106,000 sanitation worker compensation. Utilizing a private carting service would save \$1.2 million on six trucks that would not have to be replaced and \$2.1 million on compensation for the 20 workers. This option would have to be studied to determine if there was real competition in the private carting industry.

City Manager Pickup said that the average useful life of a garbage truck is about seven years and all the City's trucks were purchased at the same time. A decision will have to be made in about two years to replace the fleet. He also said that everyone must be sensitive to employee issues as well as the concerns of residents when considering options for sanitation collection.

- Presentation of the City of Rye Stormwater Management Program 2011 Annual Report

City Engineer Ryan Coyne presented the Annual Report on the City's Stormwater Management Program for 2011. In 2003 the Department of Environmental Conservation (DEC) came out with Phase II Stormwater Regulations which required the City to develop a new Stormwater Management Plan containing six categories that measure goals that must be reported annually. The six categories are meant to educate the public and bring everyone in line with stormwater quality issues. They are: Public Education and Outreach; Public Involvement; Illicit Discharge Detection and Elimination; Construction Stormwater Management which includes

erosion controls during construction; Inventory, Inspection and Maintenance of Stormwater Management Facilities after construction; and Municipal Operations where City staff measure and continue to implement stormwater measures such as inspecting, cleaning out and fixing catch basins annually, and sweeping streets and parking lots. The City is in line with the goals. This presentation is part of the Public Education and Outreach and Public Involvement requirements. The City has been audited twice by the EPA and DEC in the last few years and received good reports. City Manager Pickup added that the County would like the City to look at adopting their Model Ordinance as part of the IMA for the Bowman Avenue Project. It is being looked at by the City Engineer and City Planner and will come back to the Council with their recommendation.

- Legal Update

Corporation Counsel Wilson reported on the following matters:

- *Caspi v. City of Rye* – depositions have been taking place this week and will continue through the beginning of June.
- *Panetta v. Planning Commission* – The appeal of the Article 78 portion of this matter has been perfected and is pending in the Appellate Division, Second Department. The Declaratory Judgment action is back before Judge Colangelo in Supreme Court Westchester County.
- *Black Bass Grill Property (2 Central Avenue)* – The building should be demolished next week and the proposed Stipulation in Rye City Court to resolve the outstanding violations should be finished and the matter closed.

6. Consideration to set a Public Hearing to amend local law Chapter 180, “Taxicabs”, Section 14, Payment of Fares, of the Code of the City of Rye to increase taxi fares

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

WHEREAS, the Council wishes to amend Chapter 180 “Taxicabs” of the Code of the City of Rye; and

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

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

Section 1. Pursuant to Section 20 of the Municipal Home Rule Law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City on June 13, 2012 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning such proposed local law.

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

**PUBLIC NOTICE
CITY OF RYE**

Notice of Public Hearing on a proposed local law to amend Chapter 180 “Taxicabs” of the City Code of the City of Rye by amending §180-6, “Form of License: Badge; §180-7, “Renewal of driver’s license”; and §180-14, “Payment of fares”.

Notice is hereby given that a public hearing will be held by the City Council of the City of Rye on the 13th day of June, 2012 at 8:00 P.M. at City Hall, Boston Post Road, in said City, at which interested persons will be afforded an opportunity to be heard concerning a proposal to amend Chapter 180 “Taxicabs” of the City Code of the City of Rye by amending §180-6, “Form of License: Badge; §180-7, “Renewal of driver’s license”; and §180-14, “Payment of fares”.

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

Dawn F. Nodarse
City Clerk
Dated: June 1, 2012

7. Presentation of candidates for the open seat on the Rye City Council to be appointed on June 13, 2012

Mayor French said that people who have expressed an interest in serving in the Council seat vacated by Councilwoman Keith have been asked to come to this meeting to educate the Council and the public on their background and why they would like to serve.

Julie Killian said that she has lived in Rye for over 20 years and has degrees in Chemical Engineering and Finance. She served on the Finance Committee in 1996 and was recently reappointed to that Committee. She has also been involved in local organizations such as the TWIG, the Rye Library, the Rye Historical Society, the Rye Arts Center and the local schools. Outside of the City she has served on the Boards of Part of The Solution (POTS), School of the Holy Child and New Yorkers for Growth (NYFG). She was appointed to the Westchester County Charter Revision Commission and serves on the Budget and Finance Committee and Local Government/County Government Relationship Committee and has begun working with Best4NY, an organization focused on mandate relief. Ms. Killian said that she would bring to the Council her love of Rye; her long tenure in the community and involvement in causes and

issues that would allow her to be a bridge between Rye and the School Board, the County and the State; her background in finance; and her desire to educate the citizens of Rye on the importance of mandate relief.

Bob Zahm, 8 Ridgewood Drive said that the Council did not have to fill the slot at this time and that he believed making an appointment is undemocratic.

There was a discussion among the members of the Council regarding the need to fill the open seat at this time. Opinions offered in favor of making an appointment included: the possibility of not having sufficient votes for a majority; the big issues and large amount of work before the Council; the benefit to the Council of a person with a “fresh set of eyes”; and the Rye tradition of making interim appointments in similar circumstances. Opinions offered against making the appointment included the fact that there is a learning curve to being on the Council and with the issues facing the Council it cannot afford to deal with a learning curve twice; and it is important for the voters to make the selection.

Charmian Neary, said she did not believe it was in the best interest of the City to appoint someone, rather than to elect someone to the vacant seat and offered to serve in the seat on an interim basis and would only run for election depending on the will of the people. She said that she has 30 years experience in working with government including working for former Governor Mario Cuomo; working at the State Department of Transportation; and, working for New York City Mayors Koch and Giuliani. She said that she has knowledge regarding public bonding and ETPA as well as bridges, landmarking and zoning and has worked in Consumer Affairs, in the State Legislature, for Police Unions and with the Rye School District. Ms. Neary also noted that she has lived in Rye for 10 years and said that she works with Holy Rosary Church and with Port Chester High School students on college applications and as an advocate for autistic children.

Matt Thomas, 151 Purchase Street, said that the Council has a fiduciary responsibility to bring orderly government to the City and that filling the seat was part of that responsibility.

Agenda Item 10 was taken out of order.

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

Scott Oling, representing O’Connor, Davies, Munns & Dobbins, presented the results of the City’s annual external audit for the year 2011. He said the City opts to participate in a federal program called the Comprehensive Annual Financial Report Program sponsored by the Government Finance Officer’s Association (GFOA) and submits a Comprehensive Annual Financial Report (CAFR) that is more than what New York State requires of municipalities. The report is submitted to GFOA for grading and the City has received an award for excellence in financial reporting. The Auditors Opinion prepared by his firm issued a “Clean” or “Unqualified Opinion” on the City’s finances, which says they believe the financial statements fairly present the City’s results. The General Fund is the primary operating fund of the City. For 2011 the City adopted a budget of \$29.4 million in revenues. Revenues came in at \$30.2 million or \$780,000 better than budget. On the expenditures side, the City spent \$4.7 million, an increase

over the previous year due to the settlement of the Osborn tax certiorari case which was settled for \$1.3 million. Without the Osborn settlement, it would have essentially been a break even year for the General Fund. The Fund Balance which started the year at \$10.4 million was reduced to \$9.2 million at the end of the year. There was a new presentation required by GFOA for Fund Balance this year which required changing classifications. The categories are: Non-spendable Fund Balance; Restricted Fund Balance; Assigned Fund Balance; Designated Fund Balance; and Unassigned Fund Balance. The Unassigned Fund Balance is about 12% of the 2012 Budget and is designated for use at the City's discretion. The City is in a good position heading into 2012 even though it must deal with issues such as rising pension and health care costs; expired labor contracts; the issue of the 1037 Boston Post Road property; and the tax cap.

9. Continuation of Public Hearing to discuss potential capital projects to be included in a November, 2012 Bond Referendum

Mayor French said the public hearing was still open from the last meeting.

Kitty Little, Director of the Rye Free Reading Room, made an additional presentation urging the Council to include infrastructure needs of the library regarding public safety and public access that they wish to have included in a Bond Referendum. She said the Library has a responsibility to protect the public, the library employees, the building, the library's collection and equipment. The three projects suggested as being consistent with the bond requirements are: fire sprinklers and fire alarm systems for the 1913 section of the building; flood mitigation and ADA access; and the installation of 12 security cameras.

City Manager Pickup suggested that since the June 13th agenda is already filled, a special meeting could be held on June 20th for presentations with additional information on projects to be considered for bonding and still allow time to have Bond Resolutions prepared for a vote in July.

10. Public Hearing to amend Chapter 187, "Trees" of the City Code regarding the legislation of trees

Mayor French said there has been much discussion over the last several years about the City's Tree Ordinance and it is time to have a public discussion.

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to open the public hearing.

People who spoke in favor of the proposed local law included: *Henry Townley*, 7 George Langeloh Court; *Jason Klein*, representing the Federated Conservationists of Westchester County; *Tracy Stora*, 3 Fairlawn Court; *Jim Nash*, 31 Centre Street; *Melissa Grieco*, 6 Fenton Street; *Carolyn Cunningham*, 18 Soundview Avenue; and *Bill Lawyer*, 15 Hillside Place. They spoke of the benefits of trees to a community and the environment; said that the law would remove a loophole in the current law and prevent the unnecessary removal of trees; that the new law would bring Rye more in line with what other communities are doing; that it only enhances the law that is currently in effect; and although it is difficult to write perfect legislation this is a good law for this time.

People speaking against the proposed law included: *Matt Thomas*, 131 Purchase Street; *Matt Fahey*, 36 Franklin Avenue; *Ted Dunn*; 6 Pine Island Road; *Matt Dora*, 5 Beary Court; *Patrick McCarthy*, 60 Summit Avenue; and *Leo Napier, Esq.*, representing the owner of Central Tree Service. They expressed concerns that the rights of property owners were being taken away; that there was no real need for the new law; that the Council had not consulted with non-environmental groups in the drafting of the law; that the proposed law was too restrictive; that the Council is not the better judge of what someone can do with their own property; there may be unintended consequences of the law in terms of costs and time for homeowners; and there is no standard review for the grounds to deny a permit and the appellate procedures are not spelled out.

Council discussion touched on the following: it would be helpful to have standards for denial and clarification of the appeals process; there are competing interests – property rights vs. environmental benefits; there is no compelling interest to act; it is within the power of the legislative body to regulate property use and appearance; throughout Rye’s history Councils have weighed in on property rights to determine the best interests of the community; a compelling case has been made for more regulation of trees than is currently done; and the public hearing should be kept open for further discussion in order to get the law right.

Councilwoman Parker made a motion, seconded by Councilman Jovanovich and unanimously carried, to keep the public hearing open until the June 13th meeting.

11. Consideration to set a Public Hearing for June 13, 2012 to establish the 2013 Budgeted Fees and Charges

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

WHEREAS, the City Council wishes to establish the 2013 Budgeted Fees and Charges; and

WHEREAS, it is now desired to call a public hearing on the proposed 2013 budgeted fees and charges, now, therefore, be it

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

Section 1. Pursuant to Section 20 of the Municipal Home Rule law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City on June 13, 2011 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning such proposed 2013 fees and charges.

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

PUBLIC NOTICE
CITY OF RYE

Notice of Public Hearing to establish the 2013 Budgeted Fees and Charges.

Notice is hereby given that a public hearing will be held by the City Council of the City of Rye on the 13th day of June, 2011 at 8:00 P.M. at City Hall, Boston Post Road, in said City, at which interested persons will be afforded an opportunity to be heard concerning the proposed 2013 Budgeted Fees and Charges.

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

Dawn F. Nodarse
City Clerk
Dated: June 1, 2011

12. Report and recommendation to the Council on the Fire Inspector/Supervisor position for the Rye Fire Department

City Manager Pickup said that he is still working with Westchester County for approval of a job description and duties that will reflect the position that the City will be recruiting for. The City must be sensitive to existing Civil Service lists and titles and must be careful that there are no misunderstandings going forward with the positions with regard to expectations in connection to supervisory duties and inspection duties. Approval by the County will impact timing but it is hoped that the City will be able to recruit for the position by mid to late summer.

Fire Warden Richard Barber said that he had drawn up the description that was sent to the County, which was approved by the paid men and Board of Wardens. He submitted a proposed change to the City Code in reference to the position of Fire Inspector and suggested it should be adopted before any recruitment was done for the position. City Manager Pickup said until he receives feedback from the County on the proposed position, which combines the positions of Fire Lieutenant and Fire Inspector, it might be better to wait on the proposed change to the Code. Mr. Barber said that the Board of Wardens should be involved in the interviewing process for the new position

There was also a discussion about whether the responsibilities of the new position would include supervision of volunteers. City Manager Pickup said that the only time this person would supervise volunteers would be for daytime response at a fire if there was no Chief available at the fire scene.

13. Discussion of request to landmark the Rye Smoke Shop located at 53 Purchase Street

Mayor French said that based on community feedback he would like to move the issue of landmarking the Smoke Shop to the Landmarks Advisory Committee for review. Corporation Counsel Wilson noted that City Code Chapter 117 requires the owner's consent to move forward unless the property is on the National Register of Historic Places. The property does not fit the criteria.

Lindsey Russell, 131 Purchase Street and *Owen and Amber Nee*, 701 Forest Avenue spoke in favor of landmarking the Smoke Shop. A copy of the petition was sent to the owner of the building after the last Council meeting. There are currently over 1,800 signatures on the petition. Mr. Nee said that sites that are listed on the National Register of Historic Places or recommended to be placed on the National Register can be designated by the City Council on its own action. Councilwoman Brett said that she believed the National Register requirements also required the consent of the owner. *Heather Patterson*, a local artist, said that she was working with the owners of the Smoke Shop to produce a line of merchandise with images of the Smoke Shop on it that could be sold in the store with the profits going to the Smoke Shop in the event their rent is raised.

Jack Zahringer, Chair of the Landmarks Advisory Committee, said that he will approach John Ferrari, the owner/developer of the building with a possible tax break for agreeing to landmark the building and would also speak with the Chamber of Commerce about making the Central Business District a "Historic District."

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

RESOLVED, that the City Council hereby refers the petitions to landmark the Smoke Shop to the Landmarks Advisory Committee for the Committee to review and take the necessary steps to determine if the store, or any part of the it, can or should be landmarked.

ROLL CALL:

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

The Resolution was adopted by a 6-0 vote

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

Jim Amico, 350 Midland Avenue, said that he was happy about the installation of the temporary stops signs and Palisade Road and Midland Avenue but asked the City to authorize sufficient Police manpower to monitor the site during the first two weeks.

15. Resolution ratifying the appointment of one member to the Emergency Medical Services Committee for a three-year term ending June 30, 2015

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

RESOLVED, that the City Council of the City of Rye hereby approves the reappointment of Michael Borelli, the Village of Rye Brook Community Representative, to the Emergency Medical Services Committee for a three-year term ending June 30, 2015.

16. Considerations of a request by Colin Leslie for the use of City streets for the 7th Annual Colin Leslie Walk for Celiac Disease on Sunday, September 30, 2012 from 9:00 a.m. to 2:00 p.m.

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

RESOLVED, that the City Council of the City of Rye hereby approves the request of Colin Leslie for use of City streets on September 30, 2012 from 9:00 a.m. to 2:00 p.m. for the 7th Annual Colin Leslie Walk for Celiac Disease.

17. Miscellaneous Communications and Reports

Mayor French said that the annual Rec Tour was held and attended by all the user groups. He said that the Rec Department has lost several positions that need to be filled.

18. Old Business

Councilwoman Parker spoke about ADA (Americans with Disabilities Act) lawsuits that have been commenced against businesses in Rye. She said that Assemblyman Latimer is sponsoring legislation that would allow a business that is not ADA compliant a period of time to “cure” the defect before a lawsuit can be filed. She also spoke about her request for a Council workshop on the Golf Club and said it should include two issues: a financial analysis and a dialogue between the Golf Commission and the membership. City Manager Pickup suggested June 27th as a possible date. Ms. Parker also said she heard that Kip Koenigsberg is going back before the Rye Brook Planning Commission with a slightly different proposal.

Councilwoman Brett asked for an update on the sluice gate project. City Manager Pickup said the project was on target for September completion and he will have an update meeting with WSP Sells on a construction schedule. She also asked for an update on the cleanup of the former

Durland property. Corporation Council Wilson said that the owners have another week to take down the wall above the foundation and two weeks to take fill out of the wetland buffer and put up the proper stormwater retention equipment.

Councilman Filippi asked for an update on the Central Avenue Bridge. City Manager Pickup said the City is waiting on one Utility Agreement issue with Con Edison and the City Engineer will submit the package before the end of the week addressing all of the comments that came out of the joint meeting with the DOT.

Mayor French asked for an update on the open house at the proposed hotel site at Old Post Road and Playland Access Drive. City Manager Pickup said that he had attended. There were some handouts given to people who came but noted that it did not appear to be well attended. The next step will be the continuation of the public hearing before the Planning Commission on June 5th.

19. New Business

There was no new business discussed.

20. Adjournment

There being no further business to discuss Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to adjourn the meeting at 12:25 a.m.

Respectfully submitted,

Dawn F. Nodarse
City Clerk



CITY COUNCIL AGENDA

NO. 7

DEPT.: City Council

DATE: June 13, 2012

CONTACT: Mayor Douglas French

AGENDA ITEM: Mayor's Management Report

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

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

IMPACT: Environmental Fiscal Neighborhood Other:

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

- Legal Update



CITY COUNCIL AGENDA

NO. 8

DEPT.: City Council

DATE: June 13, 2012

CONTACT: Mayor Douglas French

AGENDA ITEM: Appointment of a Council Member to fill the third year, ending January 1, 2013, of the City Council Term expiring January 1, 2014.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

Councilwoman Keith has stepped down from the City Council. Based on the City Charter, the City Council shall, by a majority vote of the Council remaining in office, appoint someone to fill the vacant seat through January 1, 2013, with a separate election to be held in November of 2012 to complete the term which expires on January 1, 2014.



CITY COUNCIL AGENDA

NO. 9

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

ACTION: Continuation of Public Hearing to discuss potential capital projects to be included in a November, 2012 Bond Referendum.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: Timeline for a 2012 Bond Referendum:

June 13, 2012 – close Public Hearing regarding the projects to be bonded
May 24, 2012 – June 7th – City Staff to work with Bond Counsel on bonding resolution
June 8, 2012 – Distribute Bond Resolution to Council for review prior to adoption
June 13, 2012 – adopt bonding resolution by 60% majority including a yes vote by the Mayor
August, 2012 – send ballot information to Board of Elections (City Staff action only)
November, 2012 – General Election
November, 2012 – override the tax levy cap for 2013 budget to pay debt
November to December 2012 – borrow funds if Bond Referendum passes
January, 2013 – begin work on projects
November, 2013 – override the tax levy cap for 2014 budget to pay debt
December, 2013 – first interest payment due
June, 2014 – second interest payment due
December, 2014 – first principal payment and third interest payments due

See attached tentative project list.

**Potential Capital Projects for Inclusion in
Possible November 2012 Bond Referendum
City of Rye, New York**

Project Name	Description	Estimated Cost
<i>Smith Street Reconstruction</i>	Project involves the reconstruction (including paved surface and base) and curb replacement, where necessary. Other improvements as noted in the 2009 CBD Planning and Streetscape Study should also be considered.	\$450,000 - \$500,000
<i>Smith/Elm/Purchase Intersection Improvements</i>	As recommended in the 2009 CBD Capital Planning and Streetscape Study the project involves replacing existing signal with stop signs and other traffic calming measures including changes in intersection paving material, bump-outs and new crosswalks.	\$225,000-\$300,000
<i>Purchase/Fremd/Purdy Signal Replacement</i>	As recommended in the 2009 CBD Capital Planning and Streetscape Study the project involves replacing traffic signals at this intersection to meet NYSDOT requirements and adding a turning lane on Theodore Fremd Avenue to reduce intersection delays.	\$425,000 - \$475,000
<i>Locust Avenue Sewer Siphon Replacement</i>	Abandon the “siphon” under the Locust Avenue bridge and construct a new sewer line with a more reliable, straight, gravity flow sewer line to the County trunk in Blind Brook. The existing pipes are approximately 100 years old, and one of the existing 4” pipes is partially compromised with an obstruction. The siphon conveys sewage for many businesses in the CBD.	\$150,000-\$200,000
<i>Boston Post Road Retaining Wall</i>	The rock wall/embankment on Boston Post Road opposite Purdy Avenue has been shedding rocks, compromising slope and wall stability. The wall straddles private and City right-of-way property lines. A unified wall approach similar to that completed on BPR would likely provide the greatest functional and aesthetic benefit, however more detailed engineering is required to determine whether the existing wall can be salvaged or a complete reconstruction is required.	\$350,000-\$525,000
<i>Sidewalk and Pedestrian Improvements</i>	Replacement of deteriorated sidewalk on Milton Road, ADA compliance and other pedestrian improvements needs in the City.	\$100,000

Project Name	Description	Estimated Cost
<i>MTA Parking Lot Improvements</i>	The City (which does not own the lot, but shares in the parking revenue with the MTA) previously discussed with the MTA possible cost/revenue sharing strategies to implement necessary repairs to the deteriorated lot. The proposed improvements would rehabilitate the lot, which has not been repaved in over 20 years, and implement pedestrian and vehicles safety improvements consistent with a preliminary concept plan prepared by MTA consultants in 2006.	\$2,650,000-\$3,000,000
<i>Rye Free Reading Room Improvements</i>	Installation of sprinklers and fire alarm system, ADA and flood control improvements and security cameras.	\$199,000
<i>Police/Court Upgrades</i>	Project includes construction of new secured sally port, elevator, interior stairwell, expanded court clerk facilities, judges chamber, court officer facilities and prisoner holding facility.	\$1,200,000
<i>Bowman Avenue Upper Pond Flood Mitigation Improvements</i>	Project would expand the capacity of the flood storage area of Bowman Avenue upper pond.	\$7,000,000 – \$13,000,000
<i>Total</i>		\$12,399,000-\$19,399,000



CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott D. Pickup, City Manager

AGENDA ITEM: Continuation of Public Hearing to amend Chapter 187 "Trees" of the City Code regarding the legislation of trees.

FOR THE MEETING OF:

June 13, 2012

**RYE CITY CODE,
CHAPTER
SECTION**

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The Environmental Advocacy Group of Rye (EAGR) and the Conservation Commission/Advisory Council have proposed changes to the existing City tree ordinance – Chapter 187 of the Rye City Code.

Please see attached memorandum.

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CITY OF RYE
Department of Planning

Memorandum

To: Rye City Council

From: Christian K. Miller, AICP, City Planner

cc: Scott Pickup, City Manager
Kristen K. Wilson, Esq., Corporation Counsel

Date: May 8, 2012

Subject: **Amendments to Chapter 187, *Trees*, of the City Code (Revised Draft)**

Attached hereto is the second revised draft amending Chapter 187, *Trees*, of the Rye City Code. The attached second draft was revised to eliminate the previously proposed "large properties provision", which would have allowed properties greater than five acres to remove up to ten trees without Board of Architectural Review (BAR) approval.

Also attached is an environmental assessment form (EAF), which the City Council is required by the State Environmental Quality Review Act (SEQRA) to review. A determination of environmental significance is required prior to the adoption of the local law.

The following provides a detailed description of the proposed changes to the existing tree law and where it differs from the amendments proposed by EAGR.

- *Findings and purpose (§ 187-1)*. This section was revised to include the additional language suggested by EAGR to enhance that the purpose of the tree law is to protect and provide for increased regulation of trees in the City. It does not include the language that the purpose of the law is to promote the planting of trees. This language is unnecessary because the existing tree law does not include barriers to planting of trees except for reasonable oversight by the City when trees are proposed to be planted on City property or City right-of-way.
- *Definitions (§ 187-2)*. The definition of "shrub" and "person" was revised or added to the existing law as recommended by EAGR. "Invasive species" was

Amendments to Chapter 187, *Trees*, of the Rye City Code

May 8, 2012

Page 2 of 5

not defined, but the specific listing of prohibited trees was expanded to include invasive tree species. The definition of “protected tree” was not included in the definitions because it conflicted with the existing provisions designating protected trees in Section 187-16 of the law.

- *Planting of Trees (§ 187-3)*. No changes were made to this section. It was the intent of EAGR’s proposed changes to this section to remove barriers to planting trees on private property. It is unnecessary because the City does not restrict, charge fees or regulate the planting of trees on private property except for existing section 187-10 which “...prohibits silver maples and allied species, ailanthus and poplars of any variety within a distance of 20 feet from any public street, right-of-way, sidewalk or other public place.” EAGR’s proposed language potentially conflicts with existing provisions in the law, which requires residents to obtain Tree Foreman approval to plant trees on public property. The City must continue to retain its existing authority to require oversight of tree planting on City property to confirm that the proper tree is planted in the appropriate location.
- *Injury to Public Trees (§ 187-4)*. This section was amended to include the existing restrictions prohibiting the tying animals or fastening signs to public trees currently found in section 187-5 (see discussion immediately below). This change was made to provide for a new section 187-5 outlining the responsibilities of the City.
- *Responsibility of City (§ 187-5)*. This section was changed to include the language proposed by EAGR regarding the responsibility of the City with respect to the preservation and maintenance of trees.
- *Permit Required for Public Trees (§ 187-6)*. This section was amended as requested by EAGR that all City property, except for City road right-of-ways would be subject to the tree removal process as private property owners.
- *Removal of Limbs (§ 187-9)*. This section was amended to include new language proposed by EAGR regarding the responsibility of utility companies to adhere to the tree maintenance practices established by the International Society of Arboriculture (ISA) and American National Standards Institute (ANSI).
- *Prohibited Trees (§ 187-10)*. This section was amended to prohibit the planting of the following trees: Amur maple, Norway maple, Sycamore maple, Planetree maple, Princess Tree, White poplar, Silver poplar, Black locust, Yellow locust, False acacia, Tree of heaven, Copal tree and European black alder. The list of prohibited trees in the current law was expanded as recommended by EAGR to include invasive species and is listed by their common and scientific names. EAGR recommended that the law reference the Invasive Plant Atlas of New England (IPANE), as amended. The IPANE website includes a long list of invasive plant material including trees, shrubs and groundcover. In order to

Amendments to Chapter 187, *Trees*, of the Rye City Code

May 8, 2012

Page 3 of 5

avoid confusion for the public and staff I amended the law to include only the tree species considered invasive by the IPANE website. I did not want to create the impression that the proposed tree law amendments prohibited certain kinds of shrubs or groundcover listed on the website.

- *Removal of Trees; Permit Required (§187-11)*. The law was revised as recommended by EAGR, to require that all trees over 8 inches DBH to obtain a tree removal permit. Currently, only those trees over 8 inches in caliper located in the required front yard setback or other required yard abutting public property require a tree removal permit for the City's Tree Foreman. Under the proposed amended tree law tree removal permits would continue to be issued by the City's Tree Foreman consistent with current practice. Staff believes at this time that it can administer the increased permit load without the need to retain a consulting arborist¹. This will allow the permits to be administered more quickly and at a lower permit cost as encouraged by EAGR.

The law does not provide for a new Tree Review Committee (TRC) to review and approve each tree removal permit. As discussed at the Council's March 14 meeting, the administrative and procedural demands of a new discretionary board may be more significant than the City Council or EAGR realize. A TRC will be a discretionary review board and have the same administrative and procedural responsibilities as any other City land use board, such as the City Planning Commission, Board of Architectural Review or Board of Appeals. A TRC will be required to meet on a regular basis, keep minutes, have meetings open to the public, keep records of its decisions, conduct site inspections and generally be prepared to work thorough conversations where the applicant or members of the community want a tree removed and others may not. Within this context there is increasing legal liability with not authorizing the removal of trees where there is evidence from a professional that the tree may represent a hazard.

As a more manageable alternative, the proposed draft law requires the Board of Architectural Review (BAR) to review and approve requests to remove more than three trees on a property. This change was made given that the BAR has some tree review responsibilities under the existing tree law and under Chapter 53 of the City Code. Furthermore, the removal of more than three trees is likely often related to activities that would be subject to BAR review anyway. This will provide some permitting efficiency for applicants and City Staff. At the Council's March 14 meeting a member of the BAR stated support for amendments to the tree law. Giving the BAR these additional responsibilities has not been confirmed with all BAR members.

¹ 2011 – 97; 2010 – 71; 2009 - 79; 2008 – 52; 2007 – 85; 2006 – 80; 2005 – 78; 2004 – 88.

Amendments to Chapter 187, *Trees*, of the Rye City Code

May 8, 2012

Page 4 of 5

The April 6, 2012 draft law proposed that Board of Architectural Review (BAR) approval be required for the removal of ten or more trees on a property larger than five acres. Properties less than five acres require BAR approval for four or more trees. In all other cases removal of trees more than 8 inches DBH require approval by the Tree Forman. Based on a lot size analysis using the City's GIS it is estimated that there are approximately 45 properties out of the 4,500 properties in the City that are greater than five acres. As a result of the discussion at the Council's April 18 meeting the "large property provision" was removed.

Supporting the BAR will increase permit processing, administrative support and permit compliance demands of the City Building Department. The Planning Department will assist to the extent possible, however these additional responsibilities will require adjustments in current service to accommodate these new demands. The City Council or BAR may also want to offset these demands by considering adjustments in the definition of "small project" to reduce the number of applications the BAR reviews.

The revised draft law authorizes (but does not require) the BAR to require replacement trees as a condition of issuing a permit. The number, type and size of replacement trees would be at the discretion of the BAR, which must consider the feasibility of the site and other practical difficulties to accommodate replacement trees. This is a compromise from the EAGR law, which authorized the TRC to require the planting of mitigation trees of a specific size and a two-year survival period. Staff will be required to inspect properties to confirm that mitigation trees were planted and survived for a period of "two calendar years". Non-compliance with approved tree permits will increase enforcement responsibilities for the City and leave a property subject to inspection by City staff or the TRC. This is a significant issue that can encumber properties with permit conditions for an indefinite period unless specified in the law. City staff will evaluate our ability monitor and enforce the mitigation provision as we get more experience with the number of type of tree removal permits we receive over the next year.

- *Granting of Permits; Stop Orders (§187-12)*. The law was revised consistent with the recommendations of EAGR to allow for the City Manger to authorize tree removal without a permit for limited periods after storm events. The tree removal criteria was also revised to clarify that the Tree Foreman can authorize the removal of a tree already approved to be removed by a City land use board.

The law was not amended to change the tree removal criteria proposed by EAGR. The criteria are generally the same except that the proposed EAGR amendments would require a determination by a certified arborist that the tree is dead or requires removal. Requiring an applicant or the City to retain an arborist to determine whether a tree can be removed in all cases would be costly and

Amendments to Chapter 187, *Trees*, of the Rye City Code

May 8, 2012

Page 5 of 5

potentially unnecessary when a tree is clearly dead or diseased. The City will continue its current practice of requesting an arborist determination from the applicant in cases where the health of the tree does not appear compromised in the opinion of the Tree Foreman.

The proposed EAGR law also proposed limiting tree removal for only the “placement of a primary structure on a lot.” This criteria is too limiting and would appear to prohibit other reasonable and permitted uses of property. The existing language in the law was retained, which allows removal “if a tree substantially interferes with a permitted use of the property”.

The attached law continues to have City staff retain its enforcement authority over the tree ordinance. Enforcement under the EAGR law would be dependant on whether the TRC determines there is a violation. Enforcement is an extremely sensitive issue that has legal ramifications that are challenging for a lay committee to administer.

Since the BAR would assume tree review authority this section of the law was revised to make the Planning Commission the appellate board in the event a permit is denied.

- *Prohibited Use of City Transfer Station for Trunks and Stumps (§187-15)*. This section was removed because it is no longer relevant. The City no longer operates a transfer station.
- *Penalties for Offences (§187-17)*. The law was revised as recommended by EAGR to increase the fine for unpermitted removal from \$250 to \$500. The section was also revised to incorporate some of the mitigation ideas suggested by EAGR in their proposed amendments. The revised enforcement section sets forth minimum tree caliper sizes for replacement trees lost to unauthorized removal similar to the mitigation provisions recommended by EAGR. It also allows for payment to a City tree replacement fund. Other aspects of the EAGR amendments to the enforcement section presented legal concerns that can be better addressed by Corporation Counsel.

D R A F T**LOCAL LAW
CITY OF RYE NO. _____ -2012****A Local law to amend Chapter 187 “Trees”, of the
Code of the City of Rye, New York**

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

Section 1. Chapter 187, “Trees”, of the Code of the City of Rye is hereby amended in its entirety and replaced with the following¹:

ARTICLE I Findings and Purpose

§ 187-1 Findings and purpose.

The preservation and maintenance of trees and wooded lands is necessary to protect the health, safety and general welfare of the City of Rye because trees provide shade, impede soil erosion, aid water absorption, reduce stormwater runoff, enhance air quality, mitigate global climate change, yield advantageous microclimate effects, offer a natural barrier to noise, provide a natural habitat for wildlife, enhance property values and add to the aesthetic quality of the community. The unregulated removal of trees deprives the community of all these benefits. The purpose of this Local Law is to preserve trees and minimize their damage and removal, thereby enhancing the health, property values and general welfare of the residents of the City of Rye.

ARTICLE II Definitions

§ 187-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CITY NATURALIST The naturalist for the City of Rye or such representative as designated by the City Manager with the consent of the Conservation Commission.

DBH (Diameter Breast Height): The diameter of a tree measured at a point 4.5 feet above ground level at the base of the tree on the uphill side.

PERSON: Any individual, firm, partnership, association, or corporation or other legal entity.

RIGHT-OF-WAY The strip of land over which facilities such as roads are built as identified on the official City Map.

SHRUB A woody plants of relatively low height, having several ~~with many more or less erect~~ stems arising from the base and lacking a single trunk; a bush.

¹ For the reader’s convenience all changes to existing Chapter 187 are shown in underline for additions and ~~strikethrough~~ for deletions.

TREE All woody plants having one well-defined stem and a more or less definitely formed crown and attaining a height of at least 15 feet and a diameter of not less than two inches at maturity.

TREE FOREMAN The labor foreman in charge of trees or such representative designated by the Superintendent of Public Works.

ARTICLE III Trees on Public Property

[Amended 11-30-2005 by L.L. No. 4-2005]

§ 187-3 Planting of trees.

No person shall plant any tree, shrub or other vegetation within the limits of any public street, right-of-way, park or other public place without first obtaining a permit from the Department of Public Works and complying with the following requirements. Such a permit shall be granted only upon the determination by the Tree Foreman, after consulting with the Police Department, that such a planting will not create a traffic hazard and will not interfere with the use of such street, right-of-way, park or other public place by the public and that such planting will enhance the beauty and appearance of the street, right-of-way, park or other public place and the surrounding area.

- A. Trees planted within the limits of any public street, right-of-way, park or other public place shall be of a species and quality approved by the Tree Foreman and shall be planted at least 30 feet apart unless otherwise authorized by the Tree Foreman. Each tree shall measure not less than 2 1/2 inches nursery caliper.
- B. Should any tree, shrub or plant planted within the limits of any public street, right-of-way, park or other public place pursuant to any such permit, in the opinion of the Tree Foreman, at any time constitute a traffic hazard, interfere with the use of such street, right-of-way, park or other public place by the public or detract from the beauty and appearance of the street, right-of-way, park or other public place or the surrounding area, such tree, shrub or plant will be removed.

§ 187-4 Injuries to public trees.

The following acts as to City trees are prohibited: namely, to injure trees by chopping into them, scarring the trunks, driving nails into the trunks or limbs, building fires near trunks or under branches and pouring or depositing substances injurious to growth on soil near trees, including oil, gasoline, tar, creosote, salt or other injurious substances. No person shall fasten or tie any animal to or attach any sign, bill, card, notice or advertisement to any tree or shrub in any public street, right-of-way, park or public place or allow any animal under his control to injure any such tree or shrub.

§ 187-5 ~~Fastening of animals or attaching of signs to trees or shrubs.~~ Responsibility of City

~~No person shall fasten or tie any animal to or attach any sign, bill, card, notice or advertisement to any tree or shrub in any public street, right of way, park or public place or allow any animal under his control to injure any such tree or shrub. It is the responsibility of the City to plant and maintain public trees. The City may remove any tree which is in an unsafe condition or is harmful to sewers, electric power lines, gas lines, water lines or other public improvements. The City shall not remove, top off, or substantially alter the shape of any living tree in the absence of one of the above conditions. Trees that are severely damaged by storms or other causes, or trees under utility wires or other obstructions where pruning practices are impractical, may be exempted from this provision. Where public trees are to be planted under utility lines, selections shall be made of a species compatible to be planted under power lines and other utilities. This Article does not prohibit the planting of public trees by property owners provided that the General Foreman of the Department of Public Works has reviewed and approved such plantings.~~

§ 187-6 Permit required for ~~treating~~ public trees.

No person shall prune, spray, treat cavities, fertilize, cable, brace or otherwise treat or cause to be treated City trees without first having obtained a permit from the Department of Public Works and approved by the Tree Foreman. No City employee shall treat City trees without first consulting the Tree Foreman. The removal of trees on all City property, except City road right-of-ways shall be subject the requirements of § 187-11.

§ 187-7 Deposit to guarantee proper work.

Before a permit shall be issued, the applicant must deposit with the Department of Public Works a sum of money equal to the cost of such treatment as a guaranty that said work will be properly done. The Department of Public Works shall pay this money to the Comptroller. This sum of money shall be returned after the work has been inspected by the Tree Foreman, provided that he or she shall certify that said work is up to standard. If it is not properly done, the Tree Foreman shall cause the work to be completed to his or her satisfaction. After the completion of the work, the Tree Foreman shall certify to the Comptroller the cost of completing the work, and the surplus remaining after deducting such cost shall be returned to the applicant.

§ 187-8 Use of spurs, insulated wires or guy wires.

Any person, including public utilities, their agents, servants and employees, is prohibited from climbing trees with the aid of spurs. Any wires of public utilities passing among the branches of City trees shall be properly insulated so as to prevent damage to said trees. Guy wires shall not be attached to trees in such a manner as to girdle or restrict growth. When it is necessary to attach any guy wires or cables, such devices shall be attached by means of lag hooks screwed into the trunks or by eyebolts passing through the trunk.

§ 187-9 Removal of limbs.

When it is necessary to remove limbs to make clear passage for wires and where the removal of such limbs might injure a tree or spoil its symmetry or otherwise mar its appearance, it shall be

necessary to obtain a permit from the Department of Public Works before starting such work. It shall not be necessary to secure a permit for the usual periodical removal of small branches to allow the free passage of wires, but any such work will be subject to inspection by the Tree Foreman. Utilities, or their agents, responsible for maintaining rights of way in the City shall follow the tree maintenance practices established by the International Society of Arboriculture (ISA) and American National Standards Institute (ANSI), which have been approved and recommended by the National Arbor Day Foundation. Trimming of habitat shall be in a reasonable manner to protect the health and appearance of the tree. Utilities performing work at street level or below shall take reasonable precautions against inflicting injury to any tree and/or its roots. If a utility proposes to remove any tree, advance permission must be obtained from the Department of Public Works, except in the event of an emergency when a tree has fallen on a distribution line. W, and where such work is not up to standard, any expense incurred by the City in repairing the same will be charged to the public utility responsible.

ARTICLE IV Trees on Private Property

[Amended 12-20-2000 by L.L. No. 18-2000; 11-30-2005 by L.L. No. 4-2005]

§ 187-10 Prohibited trees.

Property owners and other persons are prohibited from planting silver maples (Acer saccharinum) and allied species, ailanthus and poplars of any variety within a distance of 20 feet from any public street, right-of-way, sidewalk or other public place. In addition, the following trees are considered invasive species and not permitted to be planted on any property: Amur maple (Acer ginnala Maxim.), Norway maple (Acer platanoides L.), Sycamore maple (Acer pseudoplatanus L.), Planetree maple, Princess Tree (Paulownia tomentosa), White poplar (Populus alba L.), Silver poplar (Acer saccharinum), Black locust (Robinia pseudoacacia L.), Yellow locust (Robinia pseudoacacia L.), False acacia, Tree of heaven (Ailanthus altissima (Mill.)), Copal tree and European black alder (Alnus glutinosa (L.)).

§ 187-11 Removal of trees; permit required.

Any property owner applying for subdivision approval whose plans would require the removal of any trees is subject to regulations outlined in Chapter 170, Article IV, § 170-15D. In addition, no person shall remove a tree eight (8) inches DBH or greater in diameter measured 54 inches from the base of said tree in a required yard adjoining public property or any tree in an historic district without first obtaining a tree removal permit from the Department of Public Works and approved by the Tree Foreman. ~~Dimensions for required yards are established in Chapter 197, Article VIII,~~

The removal of four (4) or more trees eight (8) inches DBH or greater within one (1) year shall not be permitted unless approved by the Board of Architectural Review subject to the review criteria of §187-12.B.

§ 187-12 Granting of permit; stop orders.

A. Application for permits must be made by the owner and other person, firm or corporation, if any, actually performing the work, in writing, to the Department of Public Works ~~upon forms prescribed by the City Naturalist, The City Naturalist may adopt rules for obtaining and processing of permits subject to approval by the City Council.~~ The fee for each application shall be set annually by resolution of the City Council before adoption of the budget for the following year, payable upon submission of the application. Approval of permits shall be made by the ~~City Naturalist~~ Tree Foreman. Denial of permits by the ~~City Naturalist~~ Tree Foreman or Board of Architectural Review may be appealed to the ~~Board of Architectural Review~~ Planning Commission pursuant to the review procedures under this Code. The ~~Board of Architectural Review~~ Planning Commission is authorized and empowered to obtain the assistance, when necessary, of persons especially qualified by reason of training or experience in tree planting, preservation and landscaping.

B. Permits for the removal, cutting or destruction of trees may be granted by the Tree Foreman or Board of Architectural review, as applicable, under the following circumstances:

(1) If the presence of the tree ~~would~~ could cause hardship or endanger the public or the person or the property of the owner or of an adjoining owner.

(2) If a tree is dead, diseased or threatens the health of other trees.

(3) If a tree substantially interferes with a permitted use of the property.

(4) If the tree was authorized to be removed as part of an approval granted by the Board of Architectural Review, Planning Commission or Board of Appeals.

C. Stop order. If the City Naturalist or Tree Foreman determines the removal, cutting or destruction of trees for which a permit has been granted is not proceeding according to the permit, the City Naturalist or Tree Foreman may issue a stop order. Work will not resume until approved corrective measures are undertaken.

D. After an extreme weather event, and at the discretion of the City Manager, removal of damaged trees may be allowed without a permit for a reasonable period of time.

E. When an application is subject to review the Board of Architectural Review, the Board may require as a condition of permit approval the planting of replacement trees. The type, size and quantity of replacement trees shall at the discretion of the Board of Architectural Review, which shall consider the feasibility of the site and other practical difficulties to accommodate replacement trees.

§ 187-13 Removal of branches overhanging highways.

Where privately owned trees encroach upon any street, right-of-way, park or other public place, the Tree Foreman is authorized to remove branches overhanging any public street, right-of-way, park or other public place, or if, in his or her judgment, such trees are dangerous to the public, he or she is authorized to remove them.

§ 187-14 Removal of dead trees.

Where any dead tree or trees located on private property adjacent to a public street, right-of-way, park or other public place constitute a danger or are potentially dangerous to the traveling public, the Tree Foreman may serve personally or by mail upon the owner of said property a written notice to remove the dead tree or trees, and upon failure to do so within 20 days after the service of said notice, the City, through its contractors, agents or employees, may remove the same and assess the cost thereof against the property affected by said assessment, to be levied, collected and enforced in the same manner as taxes upon said property for City purposes are levied, collected and enforced.

~~§ 187-15 Prohibited use of City transfer station for trunks and stumps.~~

~~It shall be unlawful for any person to place, deposit or dump on the City's transfer station any trunks, limbs or branches of trees in excess of six inches in diameter, and, further, it shall be unlawful to use said transfer station for the deposit of tree stumps.~~

ARTICLE V Protected Trees

§ 187-16 Protected trees.

Trees designated as protected may not be removed unless the City Naturalist or Tree Foreman determines, because of their condition, they are a danger to persons or property or that they are diseased and cannot be saved. A tree may be designated as protected by the Board of Architectural Review after a public hearing. Such designation may be made because of the tree's age, history, uniqueness or special beauty. No protected tree designation may be made without the written consent of the tree's owner.

ARTICLE VI Penalties for Offenses

§ 187-17 Penalties for offenses.

A. Any person, firm or corporation violating any of the provisions of this chapter will be required to replace, in kind, each and every tree removed, cut down or destroyed. If the tree was so large and mature that it cannot be replaced, the City Naturalist or Tree Foreman may require the planting of multiple trees having a minimum size of three (3) inches in diameter

measured 54 inches from the base of said tree. If multiple trees cannot be planted on the site of the violation, other available planting spaces on public property ~~will~~may be used to accommodate the balance of the penalty or an equivalent monetary value for required replacement trees may be deposited into a City tree replacement fund. No certificate of occupancy shall be issued for any new construction on property on which occurred any violation of this chapter unless and until the provisions of this subsection have been complied with.

- B. In addition to any other penalty, any person, firm or corporation or individual hired by such firm or corporation violating any provision of this chapter shall be subject to a civil penalty enforceable and collectible by the City in the amount of ~~\$250-500~~ for each and every tree removed, cut down or destroyed in violation of this chapter.
- C. In addition to the foregoing, any person, firm or corporation engaged in the business of tree removal or care who or which shall aid, assist or abet in the violation of this chapter may be denied the status of a permittee under § 187-12 for a reasonable period of time to ensure future compliance, in the discretion of the City Naturalist, subject to appeal to the City Manager.

ARTICLE VII Enforcement

§ 187-18 Enforcement.

The City Naturalist, ~~tree~~Tree ~~f~~Foreman and Building Inspector, with the assistance of the police, shall enforce this chapter.

Section 2. Severability

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law that can be given effect without such invalid part or parts.

Section 3. Effective Date

This Local Law shall take effect immediately upon its adoption and filing with the Secretary of State.

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially large, then Part 3 is used to evaluate whether or not the impact is actually important.

DETERMINATION OF SIGNIFICANCE – Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF (Parts 1, 2 and 3, if appropriate), and any other supporting information, and considering both the magnitude and important of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which **will not have a significant impact on the environment, therefore a negative declaration will be prepared.**
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration will be prepared.**

* A Conditioned Negative Declaration is only valid for Unlisted Actions

A Local law to amend Chapter 187 "Trees" of the Code of the City of Rye, New York

Name of Action

Rye City Council

Name of Lead Agency

Douglas H. French

Print or Type Name of Responsible Officer in Lead Agency

Mayor

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency



Signature of Preparer (If different from responsible officer)

Christian K. Miller, AICP

May 8, 2012

Date

PART 1 – PROJECT INFORMATION

Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

NAME OF ACTION A Local law to amend Chapter 187 "Trees" of the Code of the City of Rye, New York		
LOCATION OF ACTION (Include Street Address, Municipality and County) City of Rye		
NAME OF APPLICANT/SPONSOR Rye City Council		BUSINESS TELEPHONE (914) 967-7167
ADDRESS 1051 Boston Post Road		
CITY/PO City of Rye	STATE NY	ZIP CODE 10580
NAME OF OWNER (if different) Same as above		BUSINESS TELEPHONE ()
ADDRESS		
CITY/PO	STATE	ZIP CODE
DESCRIPTION OF ACTION Adoption of a local law to amend Chapter 187 "Trees" of the Code of the City of Rye, New York to increase the regulation of trees.		

Please Complete Each Question

A. Site Description – N/A – Propose Action is not site specific. See attachment to EAF.

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: Urban Industrial Commercial Residential (Suburban)
 Forest Agriculture Rural (Non-Farm) Other _____

2. Total Acreage of Project Area: _____ acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-Agricultural)	_____ acres	_____ acres
Forested	_____ acres	_____ acres
Agricultural (Includes orchards, cropland, pasture, etc)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Article 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill)	_____ acres	_____ acres
Roads, buildings & other paved surfaces	_____ acres	_____ acres
Other (Indicate type): _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? _____

- a. Soil Drainage:
 Well drained _____% of site Moderately drained _____% of site Poorly drained _____% of site

b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres. (See 1 NYCRR 370)

4. Are there bedrock outcroppings on project site? Yes No

- a. What is depth to bedrock? _____ (in feet)

5. Approximate percentage of proposed project site with slopes:
 0 - 10% _____% 10 – 15% _____% 15% or greater _____%
6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or the National Registers of Historic Places? Yes No
7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No
8. What is the depth of the water table? ____ (in feet)
9. Is site located over a primary, principal, or sole source aquifer? Yes No
10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No
11. Does project site contain any species of plant or animal life that is identified as threatened or endangered?
 Yes No According to _____
 Identify each species _____
12. Are there any unique or unusual land forms on the project site? (i.e. cliffs, dunes, other geological formations)
 Yes No Describe _____

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?
 Yes No If yes, explain _____
14. Does the present site include scenic views known to be important to the community?
 Yes No
15. Streams within or contiguous to project area: _____
 a. Name of Stream and River to which it is tributary: _____
16. Lakes, ponds, wetland areas within or contiguous to project area:
 a. Name _____ b. Size in acres _____
17. Is the site served by existing public utilities? Yes No
 a. If yes, does sufficient capacity exist to allow connection? Yes No
 b. If yes, will improvements be necessary to allow connection? Yes No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Market Laws, Article 25-AA, Section 303 and 304?
 Yes No
19. Is the site located in or substantially contiguous to a Critical Environmental Area or an Environmentally Sensitive Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? Yes No
20. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No

B. Project Description – N/A – Propose Action is not site specific. See attachment to EAF.

1. Physical dimensions and scale of project (fill in dimensions as appropriate)
- Total contiguous acreage owned or controlled by project sponsor _____ acres.
 - Project acreage to be developed: _____ acres initially; _____ acres ultimately.
 - Project acreage to remain undeveloped _____ acres.
 - Length of project in miles: _____ (if appropriate)
 - If the project is an expansion, indicate percent of expansion proposed _____ %.
 - Number of off-street parking spaces existing _____ proposed _____
 - Maximum vehicular trips generated per hour _____ (upon completion of project)?
 - If residential: Number and type of housing units:
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially | _____ | _____ | _____ | _____ |
| Ultimately | _____ | _____ | _____ | _____ |
- Dimensions (in feet) of largest proposed structure: _____ height _____ width _____ length.
 - Linear feet of frontage along a public thoroughfare project will occupy is? _____ feet.

2. How much natural material (i.e., rock, earth, etc.) will be removed from the site? _____ tons/cubic yards.
3. Will disturbed areas be reclaimed? Yes No N/A
- a. If yes, for what intended purpose is the site being reclaimed? _____
- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? _____ acres.
5. Will any mature forest (over 100 years old) or other locally important vegetation be removed by this project? Yes No
6. If single phase project: Anticipated period of construction _____ months, (including demolition)
7. If multi-phased:
- a. Total number of phases anticipated _____ (number)
- b. Anticipated date of commencement Phase 1 _____ month _____ year. (Including demolition)
- c. Approximate completion date of final phase _____ month _____ year.
- d. Is Phase 1 functionally dependent on subsequent phase? Yes No
8. Will blasting occur during construction? Yes No
9. Number of jobs generated: during construction _____ after project is complete _____
10. Number of jobs eliminated by this project _____
11. Will project require relocation of any projects or facilities? Yes No
If yes, explain _____
12. Is surface liquid waste disposal involved? Yes No
- a. If yes, indicate type of waste (sewage, industrial, etc.) and amount _____
- b. Name of water body into which effluent will be discharged _____
13. Is subsurface liquid waste disposal involved? Yes No Type _____
14. Will surface area of an existing water body increase or decrease by proposal? Yes No
Explain _____
15. Is project or any portion of project located in a 100 year flood plain? Yes No
16. Will the project generate solid waste? Yes No
- a. If yes, what is the amount per month _____ tons.
- b. If yes, will an existing solid waste facility be used? Yes No
- c. If yes, give name; location _____
- d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No
- e. If yes, explain _____
17. Will the project involve the disposal of solid waste? Yes No
- a. If yes, what is the anticipated rate of disposal? _____ tons/month.
- b. If yes, what is the anticipated site life? _____ years.
18. Will project use herbicides or pesticides? Yes No
19. Will project routinely produce odors (more than one hour per day)? Yes No
20. Will project produce operating noise exceeding the local ambient noise levels? Yes No
21. Will project result in an increase in energy use? Yes No
If yes, indicate type(s) _____
22. If water supply is from wells, indicate pumping capacity _____ gallons/minute.
23. Total anticipated water usage per day _____ gallons/day.
24. Does project involve Local, State or Federal funding? Yes No
If yes, explain _____

25. Approvals Required:

	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Type	Submittal Date
City Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local Law Adoption	Pending
City Planning Commission	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
City Zoning Board	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
City Health Department	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Other Local Agencies	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Other Regional Agencies	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
State Agencies	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Federal Agencies	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Other:	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

C. Zoning and Planning Information – N/A – Propose Action is not site specific. See attachment to EAF.

1. Does proposed action involve a planning or zoning decision? Yes No
 If yes, indicate decision required:
 Resource Management Plan Zoning Variance Special Use Permit Subdivision
 New/Revision of Master Plan Zoning Amendment Site Plan Other Local Law Adoption
2. What is the zoning classification(s) of the site? N/A
3. What is the maximum potential development of the site if developed as permitted by the present zoning?
N/A
4. What is the proposed zoning of the site? N/A
5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?
N/A
6. Is the proposed action consistent with the recommended uses in adopted local land use plan? Yes No
7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?
N/A
8. Is the proposed action compatible with adjoining/surrounding land uses within a ¼ mile? Yes No
9. If the proposed action is the subdivision of land, how many lots are proposed? N/A
 a. What is the minimum lot size proposed? _____
10. Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No
11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?
 Yes No
 a. If yes, is existing capacity sufficient to handle projected demand? Yes No
12. Will the proposed action result in the generation of traffic significantly above present levels?
 Yes No
 a. If yes, is the existing road network adequate to handle the additional traffic? Yes No

D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Rye City Council Date May 8, 2012

Signature  Title City Planner
Christian K. Miller, AICP

If the action is in the Coastal Area, and you are a State Agency, complete the Coastal Assessment Form before proceeding with this assessment.

PART 2 – PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable**? The reviewer is not expected to be an expert environmental analyst.
- The **examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in Column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site, other examples and/or lower thresholds may be appropriate for a Potential Large Impact Response, thus requiring evaluation in Part 3.
- The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- The number of examples per question does not indicate the importance of each question.
- In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in Part 2. Answer Yes if there will be any impact.
- b. Maybe answers should be considered as Yes answers.
- c. If answering Yes to a question then check the appropriate box (column 1 or 2) to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur, but threshold is lower than example, check column 1.
- d. Identifying that an impact will be potentially large (column 2) does not mean that it is also necessarily significant. Any large impact must be evaluated in Part 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact, then consider the impact as potentially large and proceed to Part 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the Yes box in column 3. No response indicates that such a reduction is not possible. This must be explained in Part 3.

IMPACT ON LAND

1. Will the proposed action result in a physical change to the project site?
 Yes No

Examples that would apply to column 2

- Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area.
- Construction on land where the depth to the water table is less than 3 feet.
- Construction of paved parking area for 1,000 or more vehicles.
- Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.
- Construction that will continue for more than 1 year or involve more than one phase or stage.
- Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.
- Construction or expansion of a sanitary landfill.
- Construction in a designated floodway.
- Other impacts _____

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.) Yes No

- Specific land forms: _____

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated By Project Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON WATER

3. Will proposed action affect any water body designated as protected? Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)
 Yes No

Examples that would apply to column 2

- Developable area of site contains a protected water body.
- Dredging more than 100 cubic yards of material from a channel of a protected stream
- Extension of utility distribution facilities through a protected waterbody.
- Construction in a designated freshwater or tidal wetland.
- Other impacts _____

4. Will proposed action affect any non-protected existing or new body of water?
 Yes No

Examples that would apply to column 2

- A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease..
- Construction of a body of water that exceeds 10 acres of surface area
- Other impacts _____

5. Will proposed action affect surface or groundwater quality or quantity?
 Yes No

Examples that would apply to column 2

- Proposed action will require a discharge permit.
- Proposed action requires use of a source of water that does not have approval to serve proposed (project) action.
- Proposed action requires water supply from wells with greater than 45 gallons per minute pumping capacity.
- Construction or operation causing any contamination of a water supply system.
- Proposed action will adversely affect groundwater.
- Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity.
- Proposed action would use water in excess of 20,000 gallons per day.
- Proposed action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions.
- Proposed action will require the storage of petroleum or chemical products greater than 1,100 gallons.
- Proposed action will allow residential uses in areas without water and/or sewer services.
- Proposed action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities.
- Other impacts _____

6. Will proposed action alter drainage flow or patterns, or surface water runoff?
 Yes No

Examples that would apply to column 2

- Proposed action would change flood water flows.

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated By Project Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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- Construction activity would excavate or compact the soil profile of agricultural land.
- The proposed action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.
- The proposed action would disrupt or prevent installation of agricultural land management systems, (e.g. subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff)
- Other impacts _____

IMPACT ON AESTHETIC RESOURCES

11. Will proposed action affect aesthetic resources? Yes No
(if necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

Examples that would apply to column 2

- Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.
- Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.
- Project components that will result in the elimination or significant screening of scenic views known to be important to the area.
- Other impacts _____

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, pre-historic or paleontological importance? Yes No

Examples that would apply to column 2

- Proposed action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.
- Any impact to an archaeological site or fossil bed located within the project site.
- Proposed action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.
- Other impacts _____

IMPACT ON OPEN SPACE AND RECREATION

13.. Will Proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities? Yes No

Examples that would apply to column 2

- The permanent foreclosure of a future recreational opportunity.
- A major reduction of an open space important to the community.
- Other impacts _____

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated By Project Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AESTHETIC RESOURCES

14. Will proposed action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision NYCRR 617.14(g)? Yes No

List the environmental characteristics that caused the designation of the CEA:

Examples that would apply to column 2

- Proposed action to locate within the CEA?
- Proposed action will result in a reduction in the quantity of the resource?
- Proposed action will result in a reduction in the quality of the resource?
- Proposed action will impact the use, function or enjoyment of the resource?
- Other impacts _____

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems? Yes No

Examples that would apply to column 2

- Alteration of present patterns of movement of people and/or goods.
- Proposed Action will result in major traffic problems.
- Other impacts _____

IMPACT ON ENERGY

16. Will proposed action affect the community's sources of fuel or energy supply? Yes No

Examples that would apply to column 2

- Proposed action will cause a greater than 5% increase in the use of any form of energy in the municipality.
- Proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use.
- Other impacts _____

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated By Project Change
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
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<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

NOISE AND ODOR IMPACTS

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action? Yes No

Examples that would apply to column 2

- Blasting within 1,500 feet of a hospital, school or other sensitive facility.
- Odors will occur routinely (more than one hour per day).
- Proposed action will produce operating noise exceeding the local ambient noise levels for noise outside of structures.
- Proposed action will remove natural barriers that would act as a noise screen.
- Other impacts _____

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety? Yes No

Examples that would apply to column 2

- Proposed action may cause a risk of explosion or release of hazardous substances (i.e., oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission.
- Proposed action may result in the burial of "hazardous wastes" in any form (i.e., toxic, poisonous, highly reactive, radioactive, irritating infectious, etc.)
- Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids.
- Proposed action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste.
- Other impacts _____

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will proposed action affect the character of the existing community? Yes No

Examples that would apply to column 2

- The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%.
- The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project.
- Proposed action will conflict with officially adopted plans or goals.
- Proposed action will cause a change in the density of land use.
- Proposed action will replace or eliminate existing facilities, structures or areas of historic importance to the community.
- Development will create a demand for additional community services (e.g., schools, police and fire, etc.)
- Proposed action will set an important precedent for future projects
- Proposed action will create or eliminate employment.
- Other impacts _____

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated By Project Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environmental impacts? Yes No

If any action in Part 2 is identified as a potential large impact or if you cannot determine the magnitude of impact, proceed to Part 3.

PART 3 – EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions:

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is important.

To answer the question of importance, consider:

- The probability of the impact occurring
- The duration of the impact
- It's irreversibility, including permanently lost resources of value
- Whether the impact can or will be controlled
- The regional consequence of the impact
- It's potential divergence from local needs and goals
- Whether known objections to the project relate to this impact

(Continue on attachments)

**ATTACHMENT
FULL ENVIRONMENTAL ASSESSMENT FORM**

**Proposed Local Law to Amend Chapter 187, *Trees*,
of the Code of the City of Rye, New York**

The proposed action involves the adoption of a local law to amend Chapter 187, *Trees*, of the Code of the City of Rye. The purpose of the law is to provide greater regulation over the removal of trees in the City. The proposed action would not have a significant adverse environmental impact and seeks to provide greater protection of the environment than existing City law.

The following provides a description of the proposed changes to the existing tree law:

- *Findings and purpose (§ 187-1)*. This section was revised to include the additional language to enhance that the purpose of the tree law is to protect and provide for increased regulation of trees in the City.
- *Definitions (§ 187-2)*. The definition of “shrub” and “person” was revised or added to the existing law for clarity. “Invasive species” was not defined, but the specific listing of prohibited trees was expanded to include invasive tree species. The definition of “protected tree” was not included in the definitions because it conflicted with the existing provisions designating protected trees in Section 187-16 of the law.
- *Injury to Public Trees (§ 187-4)*. This section was amended to include the existing restrictions prohibiting the tying animals or fastening signs to public trees currently found in section 187-5 (see discussion immediately below). This change was made to provide for a new section 187-5 outlining the responsibilities of the City.
- *Responsibility of City (§ 187-5)*. This section was changed to include the language regarding the responsibility of the City with respect to the preservation and maintenance of City trees.
- *Permit Required for Public Trees (§ 187-6)*. This section was amended to state that except for City road right-of-ways City trees would be subject to the tree removal process as private property owners.
- *Removal of Limbs (§ 187-9)*. This section was amended to include new language proposed regarding the responsibility of utility companies to adhere to the tree maintenance practices established by the International Society of Arboriculture (ISA) and American National Standards Institute (ANSI).
- *Prohibited Trees (§ 187-10)*. This section was amended to prohibit the planting of the following trees: Amur maple, Norway maple, Sycamore maple, Planetree maple,

Princess Tree, White popular, Silver popular, Black locust, Yellow locust, False acacia, Tree of heaven, Copal tree and European black alder. These trees are considered invasive species by the Invasive Plant Atlas of New England (IPANE).

- *Removal of Trees; Permit Required (§187-11)*. The law was revised to require that all trees over 8 inches DBH to obtain a tree removal permit. Currently, only those trees over 8 inches in caliper located in the front yard setback or a setback abutting public property require a tree removal permit for the City's Tree Foreman. Under the proposed amended tree law tree removal permits would continue to be issued by the City's Tree Foreman consistent with current practice.

The draft law requires the Board of Architectural Review (BAR) to review and approve requests to remove more than three trees on a property. This change was made given that the BAR has some tree review responsibilities under the existing tree law and under Chapter 53 of the City Code. Furthermore, the removal of more than three trees is likely often related to activities that would be subject to BAR review anyway. This will provide some permitting efficiency for applicants and City Staff.

The draft law authorizes (but does not require) the BAR to require replacement trees as a condition of issuing a permit. The number, type and size of replacement trees would be at the discretion of the BAR, which must consider the feasibility of the site and other practical difficulties to accommodate replacement trees.

- *Granting of Permits; Stop Orders (§187-12)*. The law was revised to allow for the City Manger to authorize tree removal without a permit for limited periods after storm events. The tree removal criteria was also revised to clarify that the Tree Foreman can authorize the removal of a tree already approved to be removed by a City land use board.

Since the BAR would assume tree review authority this section of the law was revised to make the Planning Commission the appellate board in the event a permit is denied.

- *Prohibited Use of City Transfer Station for Trunks and Stumps (§187-15)*. This section was removed because it is no longer relevant. The City no longer operates a transfer station.
- *Penalties for Offences (§187-17)*. The law was revised to increase the fine for unpermitted removal from \$250 to \$500. The section was also revised to incorporate additional mitigation guidelines for the unauthorized removal of trees. The revised enforcement section sets forth minimum tree caliper sizes for replacement trees lost to unauthorized removal and allows for payment to a City tree replacement fund.



CITY COUNCIL AGENDA

NO. 11

DEPT.: Finance

DATE: June 13, 2012

CONTACT: Joseph S. Fazzino, Interim City Comptroller

AGENDA ITEM: Public Hearing to establish the 2013 Budgeted Fees and Charges.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE:

CHAPTER
SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

A Public Hearing will be continued to establish the 2013 fees and charges which will be incorporated into the City's 2013 Budget.

See attached.



Joseph S. Fazzino, Jr.
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CITY OF RYE
Department of Finance

TO: Mayor & Council

FROM: Joe Fazzino, Deputy Comptroller

DATE: June 8, 2012

RE: 2013 Budgeted Fees & Charges Public Hearing

Attached please find the General Fund and Cable TV Fund Fees and Charges submitted by the City Staff for the Public Hearing for the 2013 Budget.

There are minimal changes in fees from 2012 to 2013 and there are several omissions of fees that are no longer used or no longer to pertain to the City of Rye. These omissions will not result in losses of revenue.

We have increased the Daily Rate (12 Hours) for Commuter Meters from \$4 to \$5 in order to reserve funds for the purchase of new parking paystations.

In order to provide you with the most information, please send me your questions as soon as possible, so that I can follow up with the appropriate City Staff members.

It is imperative that the schedule of fees and charges be adopted by the July 11th Council Meeting, as City Staff will begin budget preparation on July 15th. Postponing adoption of the fees and charges to the August 8th Council Meeting will not give City Staff sufficient time to prepare their budgets, as the deadline for budget submission is August 31st.

Thank you

Joe Fazzino
Deputy Comptroller

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
<u>ASSESSOR'S OFFICE</u>							
GENERAL							
Standard Photocopy Fee							
Letter/Legal per page		1999	0.25	0.25	-	0.00%	
MAPS							
City Maps 3'x5"		1996	15.00	15.00	-	0.00%	
Aerial Map		1996	15.00	15.00	-	0.00%	
Drain & Sewer map from blueprints (blue on white)		1996	60.00	60.00	-	0.00%	
Standard Tax Map		1996	15.00	15.00	-	0.00%	
Tax index map (40"x64")		1996	15.00	15.00	-	0.00%	
Topographical maps		1996	60.00	60.00	-	0.00%	
<u>BOARD OF APPEALS</u>							
GENERAL							
Multi & Commercial Appeals	197-84	2012	500.00	500.00	-	0.00%	
Single Family Appeals	197-84	2012	300.00	300.00	-	0.00%	
Adjourned Applications		2003	100.00	100.00	-	0.00%	
Revised Plans		2003	75.00	75.00	-	0.00%	
<u>BUILDING</u>							
ELECTRICAL							
Electrical permits in existing building where a building permit is not required: for multiple residences, commercial or industrial buildings	68-12	2006	100.00	100.00	-	0.00%	
Electrical Permits in existing buildings where a building permit is not required: for one & two family dwellings with contracts valued at \$500 or more	68-12	2006	70.00	70.00	-	0.00%	
GENERAL							
Building Permits (1) - minimum fee	68-12	2006	75.00	75.00	-	0.00%	
Building Permits (2a) - add'l charge per \$1,000 est. work (residential)	68-12	2010	16.00	17.00	1.00	6.25%	
Building Permits (2b) - add'l charge per \$1,000 est. work (commercial)	68-12	2012	30.00	30.00	-	0.00%	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
Building Permit (3) - penalty for work begun without permit	68-12D, 197-84E	2003	1,000.00	1,000.00	-	0.00%	
Certificate for Commercial Buildings	68-12	2003	175.00	175.00	-	0.00%	
Certificate of Occupancy: to be paid with application for building permit	68-12	2006	100.00	100.00	-	0.00%	
Changes in Approved Plans	68-12	2006	100.00	100.00	-	0.00%	
Demolition Permits - Commercial and residential structures	68-12	2010	2,000.00	2,000.00	-	0.00%	
Demo Pmts - In-ground pools tennis crts detached garages	68-12	2010	750.00	750.00	-	0.00%	
Demo Pmts - Sheds, above ground pools, pool decks, gazebo	68-12	2010	200.00	200.00	-	0.00%	
New Certificate for old buildings	68-12	2006	100.00	100.00	-	0.00%	
Search for Municipal Records / Pre-date letters		2006	80.00	80.00	-	0.00%	
PLUMBING							
<i>Oil or gas heating permits in existing building w/o building permit required:</i>							
New heating equipment installation or replacement	68-12	2006	100.00	150.00	50.00	50.00%	
Plumbing - No building permit required (min)	68-12	2006	70.00	70.00	-	0.00%	
Plumbing - for each fixture above 5	68-12	2003	5.00	5.00	-	0.00%	
Sewer or storm drain connection (per)	68-12	2006	70.00	70.00	-	0.00%	
<u>CITY CLERK</u>							
ALARMS							
Alarms permit - Fire/Burglar	46-5	2006	35.00	35.00	-	0.00%	
False alarm: 2nd call per annum*(Requires change to Code)	46-8	2010	50.00	50.00	-	0.00%	
False alarm: 3rd, 4th call each per annum		2003	100.00	100.00	-	0.00%	
False alarm: over 4 per annum		2003	200.00	200.00	-	0.00%	
FIRE PREVENTION							
Explosive Inspection Fee	98-41	2005	115.00	115.00	-	0.00%	
Fireworks Display (each)	98-45	2010	750.00	750.00	-	0.00%	
Installation of liquefied petroleum gas	98-82	2005	57.00	57.00	-	0.00%	
Place of assembly 100 or more people	98-101	2005	115.00	115.00	-	0.00%	
Storage of Flammable liquids (permits & insp.)	98-51	2005	115.00	115.00	-	0.00%	
Storage of lumber (in excess of 100,000 bd. ft.)	98-85	2005	57.00	57.00	-	0.00%	
Storage of underground tanks <1100 gal.(permits & insp.)	98-57	2005	57.00	57.00	-	0.00%	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
Storage of underground tanks >1100 gal. (permits & insp.)		2005	115.00	115.00	-	0.00%	
Welding & cutting	98-130	2001	55.00	55.00	-	0.00%	
GENERAL							
Auctioneer	56-3	2010	500.00	500.00	-	0.00%	
Birth Certificate	NYS-Governed		10.00	10.00	-	0.00%	
Blasting Permit	98-41	2012	300.00	300.00	-	0.00%	
Cabaret	50-5	2012	200.00	200.00	-	0.00%	
Christmas Tree Sale Refundable Bond	98-124	2001	45.00	45.00	-	0.00%	
Christmas Tree Sales: Inspection	98-124	2003	100.00	100.00	-	0.00%	
Code of the City of Rye	AT-COST	2005	300.00	300.00	-	0.00%	
Code of the City of Rye - Supplement		2005	60.00	n/a	n/a	n/a	Billed separately by General Code
Codes: Zoning	AT-COST	2005	30.00	n/a	n/a	n/a	Can be purchased online
Coin operated Dry Cleaning Establishment	98-29	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Coin operated Laundry: Establishment	98-36	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Death Transcript	NYS-Governed		10.00	10.00	-	0.00%	
Dog License: Nuetered Dog - Owner's Cost	76-5	2012	14.00	14.00	-	0.00%	
Breakdown of Owner's Cost:							
City of Rye Fee	76-5	2012	13.00	13.00	-	0.00%	
NYS Fee	NYS-Governed		1.00	1.00	-	0.00%	
Dog License: Non-Nuetered Dog - Owner's Cost		2012	22.00	22.00	-	0.00%	
Breakdown of Owner's Cost:							
City of Rye Fee	76-5	2012	19.00	19.00	-	0.00%	
NYS Fee	NYS-Governed		3.00	3.00	-	0.00%	
Dog Redemption: with current license	76-4	1977	10.00	n/a	n/a	n/a	Redeemed by Humane Society
Dog Redemption: without current license	76-4	1977	25.00	n/a	n/a	n/a	Redeemed by Humane Society
Dry Cleaning Establishment	98-22	2005	90.00	90.00	-	0.00%	
Debris Collection Container:	167-14	2001	40.00	40.00	-	0.00%	
Filming: Private Property	93-6	2012	450.00	450.00	-	0.00%	
Filming: Public Property (Maximum)	93-6	2012	25,000.00	25,000.00	-	0.00%	
Filming: Public Property (Minimum)	93-6	2001	1,600.00	1,600.00	-	0.00%	
Junk Merchant: Establish place of business	113-4	2005	275.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Junk Peddler	113-4	2005	60.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Laundromat	121-4	2005	150.00	n/a	n/a	n/a	Establishments do not exist in City of Rye

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
Marriage License	NYS-Governed	2003	40.00	40.00	-	0.00%	
Marriage Transcript	NYS-Governed	2002	10.00	10.00	-	0.00%	
Non-refundable Bid fee (per every \$50 of bid)		2001	15.00-100.00	15.00-100.00	-	0.00%	
Other Pamphlet Codes	AT-COST		8.00	8.00	-	0.00%	
Peddler, Hawker, Solicitor	144-6	2012	300.00	300.00	-	0.00%	
Additional Permit Issued			n/a	75.00	n/a	n/a	
Lost Permit Replacement			n/a	5.00	n/a	n/a	
Sign posting @ Boston Post Road & Cross Street		2010	35.00	35.00	-	0.00%	
Tourist Park or Camp App. 5 units or less	157-9	2001	50.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Tourist Park or Camp App. 6 units or less	157-9	2001	10.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Tourist Park or Camp license (per unit)	157-12	2001	60.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
MECHANICAL INSTALLATION LICENSE							
Gas Heat	68-12	2012	150.00	150.00	-	0.00%	
Oil Heat	68-12	2012	150.00	150.00	-	0.00%	
MISCELLANEOUS LICENSES							
Bowling Alleys	50-5	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Circus	50-5	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Driving Range	50-5	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Miniature Golf	50-5	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Moving Picture House	50-5	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Public Exhibition	50-5	2005	90.00	90.00	-	0.00%	
Public Hall	50-5	2005	90.00	90.00	-	0.00%	
Shooting Gallery	50-5	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Skating Rink	50-5	2012	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
Taxi Cab License	180-12	2012	130.00	130.00	-	0.00%	
Taxi Driver License	180-8	2012	75.00	75.00	-	0.00%	
Theater	50-5	2005	90.00	n/a	n/a	n/a	Establishments do not exist in City of Rye
<u>PARKING</u>							
Non-Resident Commuter (Includes Tax)	191-47	2002	720.00	720.00	-	0.00%	
Resident Commuter (Includes Tax)	191-47	2001	720.00	720.00	-	0.00%	
Merchant Parking (Non-Taxable)	191-47	2008	410.00	456.00	46.00	11.22%	
Taxi Stall Rental (Plus tax)	2005	2005	700.00	700.00	-	0.00%	
Guest Parking Overnight (max. 14 days per night)		2012	10.00	10.00	-	0.00%	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
Replacement Sticker (without old sticker)	191-47	2012	60.00	60.00	-	0.00%	
Replacement Sticker (with old sticker)	191-47	2012	10.00	10.00	-	0.00%	
Resident All Day/All Night	191-47	2012	684.00	684.00	-	0.00%	
Resident All Night	191-47	2012	342.00	342.00	-	0.00%	
Special Permits (Theo. Fremd Lot)		2003	n/a	n/a	n/a	n/a	Due to work on Theo Fremd Wall, these will not be available
Commuter Parking Waitlist Fee (Per Year)		2012	50.00	50.00	-	0.00%	
Commuter Meters - Daily Rate (12 hours)			4.00	5.00	1.00	25.00%	
Paystation rate per hour		2012	1.00	1.00	-	0.00%	
<u>PARKING VIOLATIONS</u>							
No Handicapped Permit (including NYS Surcharge)	191-32 to191-35	2011	150.00	150.00	-	0.00%	
Parking in Front of a Fire Hydrant	191-32 to191-35	2011	150.00	150.00	-	0.00%	
Beach Area Parking	191-32 to191-35	2011	75.00	75.00	-	0.00%	
Parking on the Street During the Snow Ordinance	191-32 to191-35	2011	75.00	75.00	-	0.00%	
Parking in a Crosswalk	191-32 to191-35	2011	75.00	75.00	-	0.00%	
<u>ENGINEERING</u>							
GENERAL							
Constructed or Replaced Curb		1993	30.00	30.00	-	0.00%	
Constructed or Replaced Depressed Curb (min)		1993	30.00	30.00	-	0.00%	
Constructed or Replaced Driveway (min)		1993	30.00	30.00	-	0.00%	
Constructed or Replaced Sidewalks (min)	167-8	1993	30.00	30.00	-	0.00%	
Construction Debris Containers (per day)	167-14	1997	50.00	50.00	-	0.00%	
Street Obstructions, Storage of Materials, Operating Machinery, loading & unloading, scaffolding & bridging	167-13	1993	100.00	100.00	-	0.00%	
Street Opening: Curbing-Asphalt/Concrete/Flag		1997	180.00	180.00	-	0.00%	
Street Opening: Sidewalk Area-Asphalt/Concrete/Flag		1997	180.00	180.00	-	0.00%	
Street Opening: Street Area-Asphalt	167-9	1997	180.00	180.00	-	0.00%	
Street Opening: Street Area-Concrete		1997	180.00	180.00	-	0.00%	
Street Opening: Test Holes (keyhole method) (each)	167-9	1990	60.00	60.00	-	0.00%	
Street Opening: Unpaved Areas		1997	180.00	180.00	-	0.00%	
Street Opening Permit Surcharge		2003	175.00	175.00	-	0.00%	
Street Opening Public Service Fee (per LF, over 72 FT length)	167-9		2.50	2.50	-	0.00%	
Surface Water Control Application fee (Stand Alone)	173-9	2012	150.00	200.00	50.00	33.33%	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
STREETS/SIDEWALKS							
Construction Manhole/Catch Basin (min)		2012	180.00	180.00	-	0.00%	
Driving Pipes (min)		2012	100.00	100.00	-	0.00%	
Install Underground Tank/Vault (min)		2012	110.00	110.00	-	0.00%	
Plumbing Connection to Structures:							
Manholes/Catch Basin (min)	1.67	2012	45.00	45.00	-	0.00%	
Plumbing Connection to Structures:							
Sewer or Drain Line (min)		2012	35.00	35.00	-	0.00%	
 <u>FIRE</u>							
GENERAL							
Inspection Fee (per inspection)		2012	135.00	135.00	-	0.00%	
Return Inspection		2012	50.00	50.00	-	0.00%	
Tank Removal Inspection		2010	100.00	100.00	-	0.00%	
 <u>PLANNING</u>							
COASTAL ZONE MANAGEMENT							
Waterfront Consistency Review Application	73-6	2012	825.00	825.00	-	0.00%	
 GENERAL							
Copies of Subdivision or site plans - complete sets only (per sheet)		2012	12.00	12.00	-	0.00%	
 SITE PLAN REVIEW							
Informal review	197-84.F. (1) (A)	2012	675.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Preliminary Application (up to 10 parking spaces)	197-84.F. (1) (B)	2012	985.00	1,000.00	15.00	1.52%	
Preliminary Application - Add'l charge per required parking space over 10 spaces		2012	30.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Modification or Extension of Preliminary Application	197-84.F. (1) (D)	2012	825.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Final Application (up to 10 parking spaces)	197-84.F. (1) (C)	2012	1,225.00	1,300.00	75.00	6.12%	
Final Application - Add'l charge per required parking space over 10		2012	30.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Modification or Extension of Preliminary Application	197-84.F. (1) (G)	2012	900.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Inspection Fee (Fee + 7.0% cost of improvement)	197-84.F. (1) (H)	2012	550.00	550.00	-	0.00%	
Construction and Use without prior approval	197-84.F. (1) (J)		2,730.00	2,800.00	70.00	2.56%	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
Modification of Tree Preservation Plan by the City Planner		2012	500.00	500.00	-	0.00%	
Tree Replacement, fee in lieu of	170-15.D. (9)	2012	1,850.00	1,900.00	50.00	2.70%	
SUBDIVISION REVIEW							
Informal Review	170-5.D.	2012	450.00	675.00	225.00	50.00%	
Preliminary Application	170-6.B. (4)	2012	825.00	825.00	-	0.00%	
Preliminary Application - Add'l charge per lot		2012	390.00	390.00	-	0.00%	
Waiver of Preliminary Application - Add'l charge per lot		2012	360.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Modification or Extension of Preliminary Application	170-11.B.	2012	650.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Final Application	170-7.A.	2012	1,120.00	1,120.00	-	0.00%	
Final Application - Add'l charge per lot		2012	385.00	385.00	-	0.00%	
Modification or Extension of Final Application	170-11.B.	2012	675.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Waiver of Penalty Application	170-7.A.	2012	550.00	n/a	n/a	n/a	No longer used. No loss in revenue.
Inspection Fee - 7% of cost of improvement plus \$50 per lot, or \$500, whichever is greater	170-8.B. (3)	2012	550.00	550.00	-	0.00%	
Modification of Tree Preservation Plan by City Planner		2012	500.00	500.00	-	0.00%	
Tree Replacement, fee in lieu of	170-17.A.(1)	2012	1,850.00	1,900.00	50.00	2.70%	
Fee in lieu of Parkland - In trust-minimum (dollars per square foot of lot area)	170-17.A. (1)	2012					
<i>R-1 One Family District</i>			0.14	0.14	-	0.00%	
<i>R-2 One Family District</i>			0.25	0.25	-	0.00%	
<i>R-3 One Family District</i>			0.35	0.35	-	0.00%	
<i>R-3 One Family District (Floodplain)</i>			0.25	0.25	-	0.00%	
<i>R-4 One Family District</i>			0.40	0.40	-	0.00%	
<i>R-4 One Family District (Floodplain)</i>			0.25	0.25	-	0.00%	
<i>R-5 One Family District</i>			0.49	0.49	-	0.00%	
<i>R-5 One Family District (Floodplain)</i>			0.25	0.25	-	0.00%	
<i>R-6 One Family District</i>			0.57	0.57	-	0.00%	
<i>R-6 One Family District (Floodplain)</i>			0.25	0.25	-	0.00%	
<i>RT Two-Family district (1 and 2 Family Residence)</i>			0.57	0.57	-	0.00%	
<i>RS School & Church District (1 Family Residence)</i>			0.35	0.35	-	0.00%	
<i>RA-1 District (1 Family Residence)</i>			0.57	0.57	-	0.00%	
<i>RA-1 District (2 Family Residence)</i>			0.41	0.41	-	0.00%	
<i>RA-2 District (1 Family Residence)</i>			0.57	0.57	-	0.00%	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
<i>RA-2 District (2 Family Residence)</i>			0.49	0.49	-	0.00%	
<i>RA-3 District (1 and 2 Family Residence)</i>			0.57	0.57	-	0.00%	
<i>RA-4 District (1 and 2 Family Residence)</i>			0.57	0.57	-	0.00%	
<i>B-1 Business District (1 and 2 Family Residence)</i>			0.57	0.57	-	0.00%	
Apportionment Application	170-11.C.	2012	650.00	650.00	-	0.00%	
Construction and Use without prior approval	170-6.B.	2006	2,730.00	2,730.00	-	0.00%	
RE-ZONING APPLICATIONS		2012	1,120.00	1,300.00	180.00	16.07%	
WETLANDS/WATER COURSES							
Application Fee	195	2012	985.00	985.00	-	0.00%	
Inspection Fee	195	2012	550.00	550.00	-	0.00%	
Appeal of Determination	195	2012	550.00	550.00	-	0.00%	
Extension of Prior Approval		2012	600.00	600.00	-	0.00%	
Outdoor Dining Fee		2009	500.00	500.00	-	0.00%	
<u>POLICE</u>							
GENERAL							
Auxiliary Police Services Event Fee		2012	200.00	200.00	-	0.00%	
Defensive Driving Course		2012	50.00	50.00	-	0.00%	
Fingerprinting Fees		2012	100.00	100.00	-	0.00%	
Good Conduct Certificates		2012	75.00	75.00	-	0.00%	
Mooring Permits (per permit)		2003	150.00	150.00	-	0.00%	
Police report copies (per copy)		1990	0.25	0.25	-	0.00%	
Redemption of Shopping Carts	164-6	2012	50.00	50.00	-	0.00%	
Reprints of Photographs		2012	30.00	30.00	-	0.00%	
Subpoena Fees for Records (min)		2012	30.00	30.00	-	0.00%	
LOCAL ORDINANCE							
Failure to shovel snow after a storm	167-48	2011	50.00	50.00	-	0.00%	
<u>PUBLIC WORKS</u>							
GENERAL							
Collection of bulky metals at curbside (minimum)	157-34	2012	35.00	35.00	-	0.00%	
Collection of bulky waste in excess of 2 cubic yards (min)	157-34	2012	35.00	35.00	-	0.00%	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
Penalty for amounts not paid within 60 days	157-34	2001	25.00	25.00	-	0.00%	
Penalty for amounts not paid within 90 days	157-34	2001	25.00	25.00	-	0.00%	
Add'l penalty for amounts not paid if collection by levy is required	157-34	2001	25.00	25.00	-	0.00%	
<u>RECREATION</u>							
ATHLETIC FIELD USE SURCHARGE (per person/per prog)		2005	15.00	15.00	-	0.00%	
BUILDING FEES							
Auditorium (per hour)		2009	100.00	100.00	-	0.00%	
Other Rooms (per hour)		2009	75.00	75.00	-	0.00%	
Auditorium: Non-Profit/Co-Sponsor Rate (per hour)		2009	75.00	75.00	-	0.00%	
Other Rooms: Non-Profit/Co-Sponsor Rate (per hour)		2009	50.00	50.00	-	0.00%	
New Multi Purpose Room (4 Hours)		2009	575.00/675.00	575.00/675.00	-	0.00%	
Birthday Party: Basic Program (two hours)		2009	200.00/300.00	200.00/300.00	-	0.00%	
Private Party: Other rooms (each)		2008	475.00/575.00	475.00/575.00	-	0.00%	
Maintenance Coverage (per hour) Full-time		2006	50.00	50.00	-	0.00%	
Maintenance Coverage (per hour) Part-time		2006	35.00	35.00	-	0.00%	
Alcohol Permit Fee		2010	50.00	50.00	-	0.00%	
Security Deposit (Refundable)		2011	100.00	100.00	-	0.00%	
DAY CAMP							
Day Camp - 1/2 day program (resident)		2012	575.00	585.00	10.00	1.74%	
Day Camp - 2 week session (resident)		2012	505.00	515.00	10.00	1.98%	
Day Camp - 6 week basic (non-resident)		2012	1,480.00	1,510.00	30.00	2.03%	
Day Camp - 6 week basic (resident)		2012	730.00	745.00	15.00	2.05%	
Day Camp - 6 week extended program (resident)		2012	1,145.00	n/a	n/a	n/a	Omitted
Day Camp - Swim group		2009	80.00	80.00	-	0.00%	
Day Camp - Swim lessons (with group)		2009	115.00	115.00	-	0.00%	
Kiddy Camp (resident)		2012	670.00	680.00	10.00	1.49%	
Kiddy Camp - 2 week session (resident)		2012	475.00	n/a	n/a	n/a	Omitted
Registration fee after deadline		2010	180/30 wk	180/30 wk	-	0.00%	
Camp 78 - 6 weeks		2012	1,020.00	1,260.00	240.00	23.53%	
Camp 78 - 2 weeks		2012	500.00	n/a	n/a	n/a	Omitted
Camp 78 - 1 week		n/a	n/a	210.00	n/a	n/a	New
Camp Withdrawal Fee		2008	100.00	25/Week	n/a	n/a	

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

FEE SCHEDULE

FEE DESCRIPTION	CITY CODE	LAST CHANGED	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
INDOOR RECREATION							
Daily Fees (resident & non-resident)		2010	5.00/10.00	5.00/10.00	-	0.00%	
OUTDOOR RECREATION							
All day field permit (10am-6pm)		2008	700.00	700.00	-	0.00%	
Field permit (2 hrs.)		2009	200.00	200.00	-	0.00%	
Field/Facility Use - Basketball - Outdoor lights (2hrs)		2009	160.00	160.00	-	0.00%	
Softball - Men's Adult (per team)		2010	360.00	360.00	-	0.00%	
Softball - Woman's Adult (per team)		2010	315.00	315.00	-	0.00%	
PICNIC							
Non-profit/Police/Fire		2012	50.00	50.00	-	0.00%	
Refundable Deposit (Part of Fee)		2010	50.00	50.00	-	0.00%	
Weekday Picnic (4-Dark)			165.00	165.00	-	0.00%	
Up to 75 (Resident/Non Resident)		2011	200.00/300.00	200.00/300.00	-	0.00%	
75 to 150 (Resident/Non Resident)		2011	400.00/500.00	400.00/500.00	-	0.00%	
TENNIS							
Permit - Adult (19 & over)		2008	110.00	110.00	-	0.00%	
Permit - Family (max. 5)		2008	285.00	285.00	-	0.00%	
Permit - Individual (non-resident)		2009	220.00	220.00	-	0.00%	
Permit - Junior (6-13 /14-18 years)		2008	60.00	60.00	-	0.00%	
Permit - Senior (60+)		2008	75.00	75.00	-	0.00%	
Clinic - Adult Tennis (4 classes)		2012	\$90/115	\$90/115	-	0.00%	
Clinic - Youth Tennis (4 classes)		2007	\$80/\$90	\$80/\$90	-	0.00%	
Daily Fee (resident only)		2010	13.00/7.00	13.00/7.00	-	0.00%	
Guest of Permit Holder - Hourly fee		2009	13.00/7.00	13.00/7.00	-	0.00%	
Private lessons: Per half hour		2010	38.00	38.00	-	0.00%	
Private lessons: Per hour		2010	52.00	52.00	-	0.00%	
Non-Resident Senior		2009	145.00	145.00	-	0.00%	

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

FEE SCHEDULE

FEE DESCRIPTION	Last Changed	2012	2013	\$\$ Increase over 2012	% Increase over 2012	Comments
<u>Duplication Fees:</u>						
Dubbing Fee (per tape)	2012	\$ 20.00	20.00	-	0.00%	
DVD Dubbing Fee (per DVD)	2012	20.00	20.00	-	0.00%	
<u>Duplication Stock Fees:</u>						
Mini DV 60	2008	8.00	6.00	(2.00)	-25.00%	
Mini DV 80	2006	10.00	10.00	-	0.00%	
DVD-R	2012	4.00	4.00	-	0.00%	
CD-R	2010	1.00	1.00	-	0.00%	
<u>Equipment Rental:</u>						
Camcorder - per day (Misc. Equipment Extra)	2008	150.00	100.00	(50.00)	-33.33%	
Camcorder Canon XHA1 per day (misc extra)	New	n/a	250.00	n/a	n/a	New in 2012
Tripod per day	New	n/a	50.00	n/a	n/a	New in 2012
Light kit: Arri or lowell per day	New	n/a	100.00	n/a	n/a	New in 2012
Shotgun mic and cables per day	New	n/a	30.00	n/a	n/a	New in 2012
Digital Editing Suite without Personnel (per hour)	2008	150.00	150.00	-	0.00%	
Studio without RTV personnel (per hour)	2008	200.00	200.00	-	0.00%	
<u>Personnel:</u>						
Staff Audio/Graphics In-Studio (per hour)	2006	35.00	35.00	-	0.00%	
Staff Cameraperson In-Studio (per hour)	2008	50.00	50.00	-	0.00%	
Staff Cameraperson On-Location (per hour)	2005	75.00	75.00	-	0.00%	
Staff Editor (per hour)	2012	125.00	125.00	-	0.00%	
Staff Other On-Location (per hour)	2012	75.00	75.00	-	0.00%	
Staff Producer/Director In-studio (per hour)	2012	150.00	150.00	-	0.00%	
Staff Technical Supervisor (per hour)	2012	150.00	150.00	-	0.00%	



CITY COUNCIL AGENDA

NO. 12

DEPT.: City Manager's Office

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Update on existing parking technology and meters within the City.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

An update will be given on the existing meter technology in use in the City: Luke Pay Stations made by Digital Payment Technologies.



CITY COUNCIL AGENDA

NO. 13 DEPT.: City Manager's Office DATE: June 13, 2012
CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Public Hearing to amend Local Law Chapter 180, "Taxicabs", Section 14, Payment of Fares, of the Code of the City of Rye to increase taxi fares.

FOR THE MEETING OF:

June 13, 2012
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The taxi owners in Rye have petitioned the City Council for a raise in fares as rates have not been raised since 2002. The owners cite rising expenses including gas prices, insurance, vehicle maintenance, and taxicab license fees, as the need for the fare increase. At a meeting with the City Clerk and Deputy City Clerk the owners requested:

- an increase of \$3.00 of the minimum fare in each of the three taxi zones (see attached taxi fare zone map)
- an additional increase of \$4.00 between the hours of 12:00 a.m. and 6:00 a.m.
- an increase of \$1.00 (from \$2.00 to \$3.00) for each additional passenger coming from the same location to the same destination
- an increase of \$15.00 (from \$30 to \$45) in the waiting time for shopping and touring in the City
- to limit the number of taxi companies permitted to operate in the City to the current six
- the addition of three spaces for the exclusive use of taxis; currently there are six spaces

The taxi owners agreed to a reduced rate by \$1 for Seniors through the existing income-based voucher system overseen by the Rye Interfaith Housing Corporation.

See attached information.

Additional Taxi Information

A) A taxi company must have a minimum of three (3) cars in order to rent one of the six taxi stall spots at the Metro North train station. These spots are assigned through a lottery system held by the City Clerk's office on an annual basis in December. The spots are rotated every two months so that every company has access to each different spot at one point during the year.

B) Fees related to taxi companies:

- Annual fee for a taxi stall at the Metro North train station - \$751.62
- Annual license fee for the taxi driver - \$75.00
- Annual license fee for a taxicab - \$130.00

NOTE: these fees were increased in 2011

C) Six Taxi Companies currently operating in the City of Rye:

1) County Taxi & Airport Service

88 Purchase Street
Rye, New York

2) Purchase Street Taxi

51 Purchase Street
Rye, New York

3) Rye Brook Cab & Airport Service

68 Purchase Street
Rye, New York

4) Rye Metro Taxicab

62 Orchard Ave
Rye, New York

5) Rye's Taxi

68 Purchase Street
Rye, New York

6) Westchester Taxi & Airport Service

16 School Street
Rye, New York

CITY OF RYE

PROPOSED LOCAL LAW NO. 2012

A local law to amend Chapter 180, Taxicabs, §180-6, “Form of License; Badge”, §180-7, “Renewal of driver’s license”, and §180-14, “Payment of fares” of the Code of the City of Rye

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

Section 1: Chapter 180, Taxicabs

§180-1. Definitions.

Unless otherwise expressly stated, whenever used in this chapter the following words shall have the meaning given to them by this section:

DRIVER'S LICENSE

Any permission granted to any person to drive a licensed taxicab upon the streets of the city.

OPERATOR

Any person owning or having control of the use of one or more taxicabs used for hire upon the streets of the City or engaged in the business of operating a taxicab.

TAXICAB

Any motor vehicle engaged in the business of carrying persons for hire, whether the same be operated from a street stand or subject to calls from a garage or otherwise operated for hire, except vehicles subject to the provisions of the Transportation Corporations Law or used by undertakers in carrying on their business.

TAXICAB DRIVER

Any person who drives a taxicab, whether such person be the owner of such taxicab or employed by a taxicab owner or operator.

TAXICAB LICENSE

Any permission granted to any person to operate or keep for hire any taxicab in the city.

TAXICAB STAND

Any place alongside the curb of a street or elsewhere which is exclusively reserved for the use of taxicabs.

§180-2. General license requirements.

It shall be unlawful for any person to drive, operate or keep for hire or pay within the City any taxicab without first having obtained and paid for a license to drive or a license for operating or keeping for pay or hire, or both.

§180-3. Driver's license required.

No person shall drive a taxicab and no person shall permit anyone to drive a taxicab within the City without a driver's license.

§180-4. Application for driver's license.

[Amended 10-14-1981 by L.L. No. 5-1981]

An application for a driver's license must be made on a blank form furnished by the Police Department. The original application, which must have the approval of the Commissioner of Police endorsed thereon, shall be filed with the Clerk, who shall issue a license as provided herein. The applicant must file a copy of said application with the Commissioner of Police and comply with the following to the satisfaction of the Commissioner of Police:

- A.** First have obtained a chauffeur's license.
- B.** Be of sound physique with good eyesight and not subject to epilepsy, vertigo, heart trouble or any other infirmity of body or mind which might render him or her unfit for the safe operation of a public vehicle.
- C.** Be clean in dress and person and not addicted to the use of intoxicating liquors or drugs.
- D.** Be familiar with the provisions of this chapter, the vehicle and traffic and highway laws of the state and the traffic regulations and geography of the city.
- E.** Produce on forms to be provided by the Police Department:
 - (1)** A testimonial affidavit from his or her employer.
 - (2)** Affidavits of good character from two responsible persons who have known him or her personally and have observed his or her conduct for at least one year next preceding the date of his or her application.
 - (3)** An affidavit by the applicant, giving such additional information as may be required.

§180-5. Photograph of driver.

[Amended 10-14-1981 by L.L. No. 5-1981]

Each applicant for a driver's license must file with his or her application three unmounted, unretouched photographs of himself or herself, in such position and in such size as the Commissioner of Police may direct, taken within the 30 days preceding the filing of his or her application; photographs shall be of a size which may be easily attached to his or her license, one of which shall be attached to the license when issued, one shall be filed with the Clerk and one shall be filed with the copy of the application filed with the Commissioner of Police.

§180-6. Form of license [badge].

Upon satisfactory fulfillment of the foregoing requirements, the Clerk shall issue to the applicant a license, which shall be in such form as to contain the photograph and signature of the licensee,

[~~and a metal badge,~~] with his or her license number thereon, which must be constantly and conspicuously displayed on the outside of the driver's outer garment when he or she is engaged in his or her employment. All licenses shall be displayed in a conspicuous place in the taxicab which is in the charge of the licensee.

§180-7. Renewal of driver's license.

[Amended 10-14-1981 by L.L. No. 5-1981]

A driver, in applying for a renewal of his or her license, shall make such application not less than [30] 60 days next preceding its expiration upon a blank form to be furnished by the Police Department. A copy of said application for renewal must be filed with the Commissioner of Police. The original renewal application, which must have the approval of the Commissioner of Police endorsed thereon, shall be filed with the Clerk, who shall thereupon issue a license as provided herein.

§180-8. Fee for driver's license.

[Amended 12-4-1985 by L.L. No. 16-1985; 12-18-1991 by L.L. No. 31-1991; 12-21-1994 by L.L. No. 4-1994; 12-20-2000 by L.L. No. 17-2000; 2-1-2006 by L.L. No. 3-2006]

An annual license fee shall be set annually by resolution of the City Council before adoption of the budget for the following year for a driver's license or renewal thereof; no allowance shall be made for any part of a year.

§180-9. Record of driver's license.

[Amended 10-14-1981 by L.L. No. 5-1981]

The Commissioner of Police shall keep a complete record of each license issued to a driver and of all renewals, suspensions and revocations thereof.

§180-10. Application for license for vehicle.

[Amended 10-14-1981 by L.L. No. 5-1981]

A. It shall be unlawful for any person to operate or permit to be operated a taxicab upon the streets of the City without first having obtained therefor a taxicab license. An application for a taxicab license shall be made by the owner on a blank form to be furnished by the Police Department, and a copy of said application shall be filed with the Commissioner of Police. The original application, which must have the approval of the Commissioner of Police endorsed thereon, shall be filed with the Clerk, who shall issue a license as provided herein.

B. It appearing that there are insufficient places to put taxi stands to provide parking in the core areas of the City, including the train station area, and that, as a result, there are arguments and disturbances and the streets are congested by the dispatching of taxicabs and the pickup and dropoff of passengers and that the number of taxi companies bears a direct relationship to the amount of congestion and to the disturbances that arise; it appearing, in addition, that the pressure for more and more drivers as more companies are created results in danger to the public health, welfare and the good relationships necessary

to living in a densely populated community, for these reasons, the number of companies which may be licensed at any one time is six.

§180-11. Inspection of vehicles before licensing.

[Amended 10-14-1981 by L.L. No. 5-1981]

No vehicle shall be licensed until it has been thoroughly and carefully inspected and examined by the Commissioner of Police and found to be in a thoroughly safe condition for the transportation of passengers. If, upon inspection, a taxicab is found to be of lawful construction and in proper condition in accordance with the provisions of this chapter, the Commissioner of Police shall endorse his or her approval on the application to be filed with the Clerk. Each vehicle shall be inspected each year by the Commissioner of Police.

§180-12. Vehicle license fees.

[Amended 12-4-1985 by L.L. No. 16-1985; 12-18-1991 by L.L. No. 31-1991; 12-21-1994 by L.L. No. 4-1994; 12-20-2000 by L.L. No. 17-2000; 2-1-2006 by L.L. No. 3-2006]

Each taxicab licensed under this chapter shall pay an annual license fee set annually by resolution of the City Council before adoption of the budget for the following year as follows:

- A. Taxicabs seating up to seven passengers.
- B. Coach or bus seating over seven passengers.

§180-13. Register of licensed taxicabs.

[Amended 10-14-1981 by L.L. No. 5-1981]

The Commissioner of Police shall keep a register of the name of each person owning or operating a taxicab licensed under this chapter, together with the license number and the description and make of such vehicle, with the date and complete record of inspections made of it. Such record shall be open to the inspection of the public at all reasonable times. If a taxicab shall be disabled, disqualified for service or sold, the Commissioner of Police may, in his or her discretion, permit the license granted for such taxicab to be used in connection with the taxicab purchased in its place. Should the state license number of a taxicab be changed during the term of the taxicab license, such change and number shall be immediately reported by the licensee to the Commissioner of Police and the Clerk.

§180-14. Payment of fares.

[Amended 5-6-1964 by Ord. No. 8-1964; 6-16-1970 by Ord. No. 6-1970; 5-1-1974 by Ord. No. 1-1974; 5-18-1977 by Ord. No. 4-1977; 8-15-1979 by Ord. No. 6-1979; 3-5-1986 by L.L. No. 2-1986; 4-21-1993 by L.L. No. 2-1993; 2-6-2002 by L.L. No. 2-2002]

- A.** Taxicab zones. The following taxicab Zones A to C are hereby established as shown on the annexed map which is made a part hereof: *Editor's Note: The Taxi Fare Zones Map is included at the end of this chapter.*

Zone	Fare
A	[\$4.00] <u>\$7.00</u>
B	[\$5.00] <u>\$8.00</u>
C	[\$5.50] <u>\$8.50</u>

B. Maximum fares to or from railroad station. The maximum fares for taxicabs between the railroad station and points within the taxicab zones shall be as follows:

Route	Maximum Fare
Between railroad station and points in Zone A	[\$4.00] <u>\$7.00</u>
Between railroad station and points in Zone B	[\$5.00] <u>\$8.00</u>
Between railroad station and points in Zone C	[\$5.50] <u>\$8.50</u>

C. Maximum fares between points other than to or from railroad station. The maximum fare between points within Zone A other than the railroad station shall be the regular fare of Zone A, plus \$0.50, and between points within other zones or between other zones shall be the regular fare of the highest zone involved, plus \$0.50.

D. Minimum fare. The minimum fare on Saturdays, Sundays and holidays shall be ~~[\$4.00]~~ \$7.00, and on other days between 12:00 midnight and 6:00 a.m. it shall be ~~[5.00]~~ \$9.00

E. Additional passengers. Each additional passenger coming from the same location as the passenger first engaging the taxicab and going to the same destination shall pay ~~[\$2]~~ \$3.00

F. Single passengers. Any single passenger who shall insist upon riding alone to the exclusion of other passengers waiting at the point of origin may be charged two whole fares.

G. Children. Children under six years, when accompanied by an adult, shall not be charged.

H. Rates per hour shall be as follows:

Service	Fee
Waiting time, shopping within the city, touring	[\$30] <u>\$45</u>

I. Rate card and Taxi Fare Zone Map. A card on which the above taxi fare rates are plainly printed and a copy of the Taxi Fare Zone Map shall be fastened and maintained in a conspicuous place in the taxicab so as to be conveniently read by passengers.

§180-15. Prepayment of fare.

Every driver of a taxicab shall have the right to demand payment of the legal fare in advance and may refuse employment unless so prepaid, but no driver of a taxicab shall otherwise refuse or neglect to convey any orderly person or persons upon request anywhere in the City unless previously engaged or unable to do so.

§180-16. Disputed fares.

All disputes as to fares shall be determined by the officer in charge at the police station, and failure to comply with such determination shall be a violation of this chapter and punishable as hereinafter provided. Whenever a passenger asks for a receipt, it shall be given to him by the driver. Such receipt shall state the name of the driver, the name of the owner of the taxicab, the number of the taxicab, the time when the trip began and ended and the amount of fare collected.

§180-17. Overcharging.

No person shall charge or attempt to charge any person a greater rate of fare than that to which the taxicab is entitled under the provisions of this chapter.

§180-18. Cruising and soliciting.

No vehicle offered to the public for hire, while waiting employment by passengers, shall stand on any public street or place other than a taxicab stand designated in accordance with the rules and ordinances of the city; nor shall any driver of such vehicle seek employment by repeatedly and persistently driving his vehicle to and from in a short space before, or by otherwise interfering with the proper and orderly access to or egress from, any theater, hall, hotel, public resort, railway or ferry station or other place of public gathering; but any such driver may solicit employment by driving through any public street or place without stops, other than those due to obstruction of traffic, and at such speed as not to interfere with or impede traffic, and may pass and repass before any theater, hall, hotel, public resort, railway or ferry station or other place of public gathering; provided that after passing such public places he shall not turn and repass until he shall have gone a distance of at least 500 feet upon the streets and highways of the city; and no person shall solicit passengers for a public vehicle as aforesaid, upon the public streets of the city, except the driver thereof, when sitting upon the driver's seat of his vehicle.

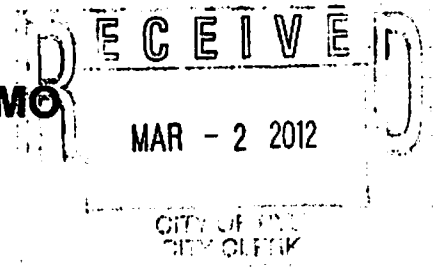
§180-19. Articles found in taxicabs.

Every driver of a taxicab, immediately after the termination of any hiring or employment, must carefully search such taxicab for any property lost or left therein, and any property, unless sooner claimed or delivered to the owner, must be taken to the police station and deposited with the officer in charge within 24 hours after the finding thereof.

Section 2: This local law will take effect immediately upon filing with the Secretary of State

PURCHASE STREET TAXI & LIMO

51 Purchase Street
Rye, NY 10580
(914) 967-500



City of Rye, March 02/2012

Mayor, City Counsel, and City Clerk
3rd Floor, City Hall
1051 Boston Post Road
Rye, NY 10580

Mayor, Members of City Counsel, and City Clerk:

This Letter is written as a formal request for an increase in minimum Cab fare in the City or Rye from \$ 4 to \$ 7. We deemed this increase is needed and long overdue based upon the following reasons:

- 1) The last increase we were granted took place 10 years ago on March 21 of 2002
- 2) The gas prices have more than triple in 10 years. The average gas price in 2002 was \$ 1.36. It is \$ 4.05 at the present time and continues to go up.
- 3) Insurance premiums for taxies have more than double in this period, being the average amount we now have to pay \$ 4,500.00
- 4) Maintenance and parts for the vehicles have considerably increased
- 5) All other branches of the transportation industry (Trains, buses, planes) have increased their prices several times due to the inflation and to be able to stay in business. Even the City of Rye was in need to double the parking permits fees last year(which don't required any maintenance or spending in order to function) to make them profitable.

We feel the fares we are presently charging are disproportioned to the realities of the financial situation the country is going through, and is making it very difficult to our drivers to make a living and render an adequate and efficient service.

Thank you for your time and consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Kabdebo".

Frank Kabdebo
Owner
Purchase Street Taxi & Limo

Rye Taxi & Airport Service, Inc.
88 Purchase Street
Rye, NY, 10573
T 914-967-3003
F 914-967-0683

April 11, 2011

Mr. Scott Pickup
City Manager
City of Rye
Rye City Hall
Third Floor
Rye, NY, 10580

Mr. Pickup,

Pursuant to Mr. Frank Kabdebos letter of March 2, 2012 and our meeting of April 4, 2012 Rye Taxi & Airport Service, Inc. would like to add the following to your agenda for consideration:

-The addition of three spaces designated for the exclusive use of taxis, so as to not block commuter parking.

-Presently the area where vans and buses are waiting for passengers blocks the view of pedestrians trying to cross the street creating a hazardous situation. It also might be suggested that they do not idle their engines while waiting, as this is not of any benefit to our environment.

***We understand that The City is contemplating to limit the companies servicing the City of Rye to the current number of six. Additional companies would result in even more taxis in need of station parking, and decrease the income of those drivers currently employed.**

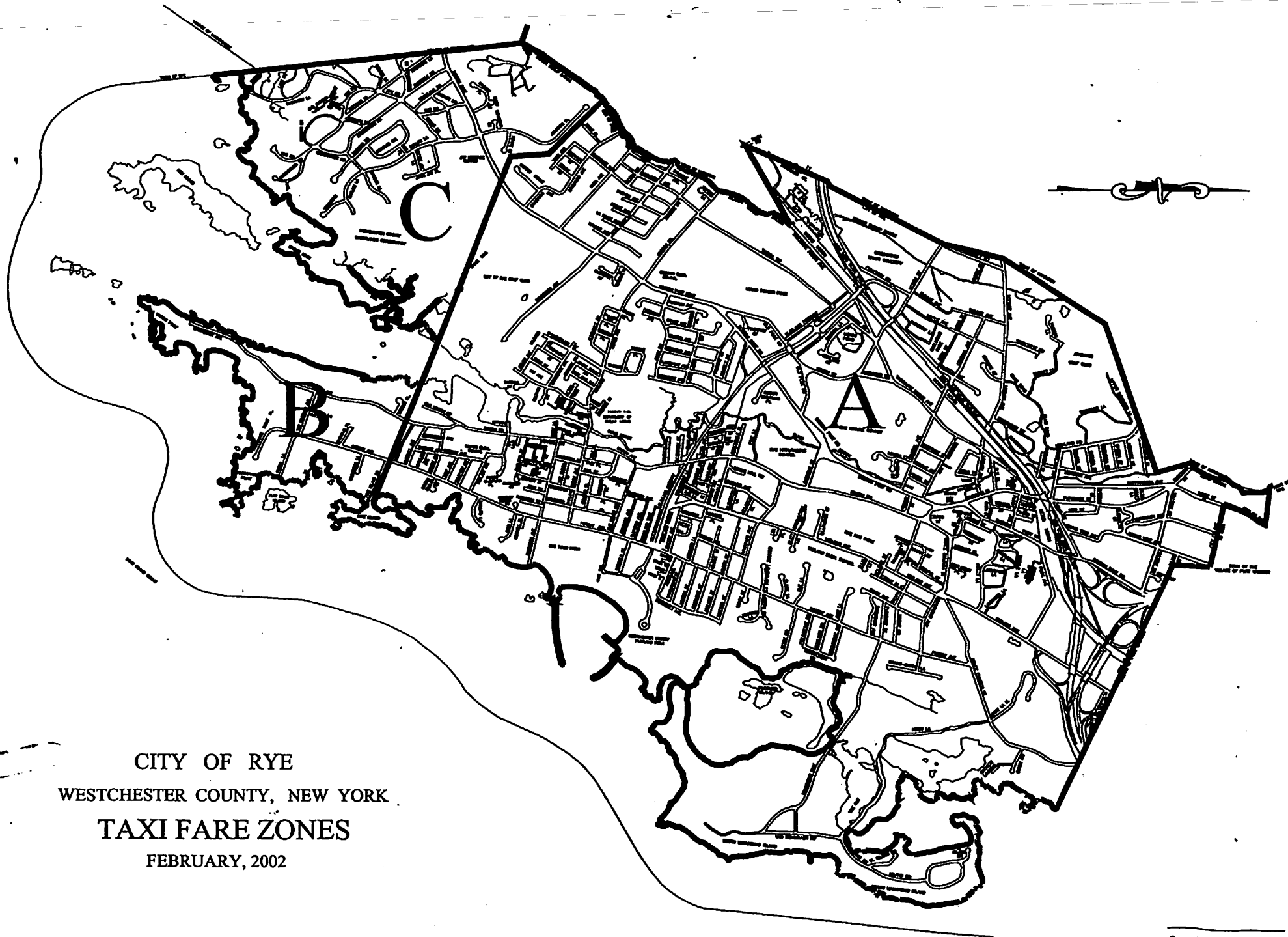
We appreciate your time and effort concerning this issue.

Sincerely,

Daniel Delisa
Owner
Rye Taxi & Airport Service, Inc.

TAXI FARES

Municipality	Fare	Late Night Charges	Additional Passenger Fee	Senior Rate	Date Adopted
Bronxville	\$4.50	\$5.50 (10:00 pm to 5:00 am)	\$1.00 for each additional passenger in same party	\$2.75 between 10:00 am and 3:00 pm	1990
Dobbs Ferry	\$6.00	\$1.00 for pickup after 10:00 pm	\$1.00 for additional passengers to or from same address		2008
Larchmont	\$4.25	\$6.00 (11:00 pm to 6:00 am)	\$1.00 for additional passenger to same stop		9/15/2005
Mamaroneck Village	\$4.50	\$2.50 additional (12:00 am to 4:30 am)	\$1.50 for each additional passenger	\$4.00	3/5/2007
New Rochelle	\$3.50 first 2/8 of a mile - \$.25 for each additional 1/8 of a mile	1 ½ times day rate (11:00 pm to 6:00 am)		\$.35 off the initial fare of \$3.50	2008
Port Chester	\$4.00		\$1.25 for each additional passenger	\$2.00	12/1/2003
Scarsdale	\$4.50 to \$9.00 based on zone		\$2.00 for each additional passenger		6/30/2008
Tarrytown	\$4.00		\$1.00 each additional passenger to same stop	\$3.00	
Tuckahoe	\$4.75		\$1.00 for each additional passenger	\$.75 with coupon 9:00 am to 3:00 pm	5/2008



CITY OF RYE
WESTCHESTER COUNTY, NEW YORK
TAXI FARE ZONES
FEBRUARY, 2002



CITY COUNCIL AGENDA

NO. 14

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Discussion of a Purchase and Sale Agreement between the City of Rye and Lester's of Rye, LLC for the right of first refusal for the purchase of the property located at 1037 Boston Post Road.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The City's lease with the current tenant, Lester's of Rye, LLC, ends in February 2013. The City has had discussions with the current tenant regarding the possible sale of 1037 BPR and Lester's has demonstrated a strong interest in purchasing the building. The City will determine if there are any other interested buyers in the Property during a due diligence period ending September 12, 2012. A listing sheet will be distributed describing the property and specifying the terms of any offer. Lester's of Rye, LLC has put an offer in on the property and the City has agreed to grant Lester's a right of first refusal to purchase the property after the due diligence period has ended subject to the terms of the Purchase and Sale Agreement.

See attached.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“*Agreement*”), dated as of the ____ day of June, 2012, by and between **CITY OF RYE, NEW YORK**, a New York municipal corporation (“*Seller*”), and **LESTER’S OF RYE, LLC**, a New York limited liability company (“*Purchaser*”), recites and provides:

RECITAL

Seller is the owner of fee simple title to certain property located on 1037 Boston Post Road in the City of Rye, Westchester County, New York and identified as Tax Parcel Number(s): 146.11-1-4 (collectively, the “*Premises*”), as more particularly described on Exhibit A annexed hereto. Seller wishes to sell the Premises and Purchaser wishes to purchase it on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I **Agreement**

1.1 Purchase Agreement. This Agreement shall constitute a binding contract, on the terms and conditions herein set forth, for the purchase and sale of the Premises.

ARTICLE II **Transfer of Assets**

Seller agrees to convey, sell, assign and transfer to Purchaser, and Purchaser agrees to purchase from Seller, free and clear of any and all liens, encumbrances, equities, restrictions, liabilities and claims, other than “Permitted Exceptions” (as hereinafter defined) the Premises.

ARTICLE III **Purchase Price**

3.1 Purchase Price. Subject to the provisions of Section 4.1 of this Agreement, the purchase price for the Premises shall be **THREE MILLION SIX HUNDRED THOUSAND and NO/100 DOLLARS (US\$3,600,000.00)** in lawful currency of the United States of America (as the same may be subject to change pursuant to Section 4.1 of this Agreement, the “*Purchase Price*”) of which the Deposit shall be a part.

3.2 Deposit. Pursuant to the provisions of Section 4.1(b) and (c) of this Agreement, at the time this Agreement is fully executed, Purchaser shall deliver in escrow to Harris Beach, PLLC (the “**Escrow Agent**”) a sum equal to ten percent (10%) of the purchase price (the “**Deposit**”) by check, subject to collection, drawn on a commercial banking institution maintaining branch banking facilities in the State of New York to be held in an interest bearing account for the benefit of Purchaser. The Deposit shall be retained or refunded, as the case may be, in accordance with the terms of the Escrow Agreement attached hereto as Exhibit B. At the close of the Offering Period and after either: 1) the Seller receives no higher Third Party Offers (as hereinafter defined), or; 2) the Purchaser exercises its Right of First Refusal pursuant to the provisions in Section 4.1 of the Agreement, the Deposit shall be paid to Seller and applied to the Purchase Price or shall be otherwise applied pursuant to the provisions of this Agreement.

ARTICLE IV **Purchaser’s Right of First Refusal**

4.1 Offering Period.

(a) The parties hereto acknowledge and agree that, from the date of this Agreement to and including September 12, 2012 (the “**Offering Period**”), Seller shall undertake a public process to solicit bona fide offers for the purchase and sale of the Premises from persons or entities other than Purchaser (“**Third Party Offers**”) and to receive and evaluate the same. Such public process will include, among other things, the preparation and distribution by Seller of a listing sheet describing the Premises and will require that all such Offers be in writing and received by the office of Seller’s City Manager on or before 5:00 p.m. eastern time on September 11, 2012. Any and all such Third Party Offers shall be reviewed by Seller’s City Council on or before September 12, 2012.

(b) Seller shall have the right, in its sole discretion, to accept or reject any Third Party Offers, provided, however, that (i) prior to Purchaser’s exercise of its right of first refusal hereunder, Seller may not accept any Third Party Offer which sets forth a purchase price equal to or less than \$3,600,000, and (ii) Seller may accept any Third Party Offer which sets forth a purchase price greater than \$3,600,000 provided such acceptance is subject to Purchaser’s right of first refusal hereunder. On or before September 14, 2012, Seller shall notify Purchaser in writing as to whether it has received any Third Party Offers and, if so, the terms and conditions of each of the same (Seller shall be entitled, in its sole discretion, to redact or withhold from Purchaser any information that would serve to identify the person or entity making any such Offer). If Seller advises Purchaser, on or before September 14, 2012, that it has not received any Third Party Offers, or any Third Party Offers with a purchase price in excess of \$3,600,000, this Agreement shall remain in full force and effect.

(c) If Seller has advised Purchaser that it has received any Third Party Offers with a purchase price in excess of \$3,600,000, Purchaser shall have the right to agree to purchase the Premises on the terms and conditions set forth in this Agreement excepting, however, that the purchase price shall be equal to that set forth in the Third Party Offer which contains the highest purchase price of all of such Third Party Offers (the “**Right of First Refusal**”). Purchaser shall

exercise its Right of First Refusal by giving written notice thereof which is received by Seller by no later than 5:00 p.m. eastern time on the later of (i) September 28, 2012, or (ii) ten (10) business days after Seller has so notified Purchaser. If Purchaser timely exercises its Right of First Refusal, this Agreement shall remain in full force and effect; provided, however, that Section 3.1 of this Agreement shall be deemed to have been amended to provide that the Purchase Price shall equal that set forth in the Third Party Offer which contains the highest purchase price of all of such Third Party Offers. If Seller does not receive such written notice by the date and time specified in this subsection (c), Purchaser's right to purchase the Premises pursuant to this Agreement shall terminate and be null, void and of no further force or effect. In such event, Seller shall have the right but not the obligation, at its sole option and in its sole discretion, to sell, transfer and convey the Premises pursuant to the highest Third Party Offer within 120 days of the last day for Purchaser to exercise its Right of First Refusal. If the closing with the highest Third Party Offer does not close within such 120 day period, then the Right of First Refusal shall apply to any future offers made until the expiration of the Lease extension on November 30, 2013 for the purchase of the Premises. Subject to the provisions of Article XXIII "Environmental Contingency", the provisions of this Section 4.1 shall survive the termination of this Agreement. In the event that Purchaser is not the highest offer and Purchaser decides not to exercise its Right of First Refusal, the Seller is not liable to Purchaser for any reason under this Agreement.

ARTICLE V **Settlement**

5.1 Time and Place. Settlement of the purchase and sale of the Premises shall be made at the offices of Purchaser's attorneys, Harris Beach PLLC, 445 Hamilton Avenue, Suite 1206, White Plains, New York 10601, or at Purchaser's election, at the office designated by its lender or at such other place as the parties may agree to in writing, on (i) October 19, 2012 if Seller has not received any Third Party Offers or any Third Party Offers with a purchase price in excess of \$3,600,000, or (ii) if Seller has received any Third Party Offers with a purchase price in excess of \$3,600,000, sixty (60) days from the date that Purchaser timely exercised its Right of First Refusal pursuant to this Agreement, as the case may be ("**Settlement**"). Settlement may be postponed by either party, but in no event whatsoever shall Settlement take place later than December 31, 2012.

5.2 Deliveries. At Settlement, as a condition precedent to Seller's obligation to perform its covenants under this Agreement, Purchaser shall deliver to Seller: (i) payment of the Purchase Price (less the Deposit, which shall be remitted to Seller by the Escrow Agent at Settlement), as the same may be adjusted after taking into account the prorations set forth in Section 6.1 of this Agreement, by, at Purchaser's option, wire transfer, certified check or bank draft; (ii) such affidavits of Seller, or other documents as may be required to record Seller's closing documents and issue a fee title policy in favor of Purchaser; and (iii) such other instruments customarily executed by Purchaser in transactions of a similar kind and/or required by any governmental authority or agency. At Settlement, as a condition precedent to Purchaser performing its covenants under this Agreement, Seller shall deliver to Purchaser: (a) the "Deed" (as hereafter defined); (b) such affidavits of Seller or other documents as may be required to

record Seller's closing document and issue a fee title policy in favor of Purchaser subject only to those exceptions as Purchaser has agreed or been deemed to have agreed to accept pursuant to Section 7.1 of this Agreement; (c) a duly completed and executed Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code and any other certificates required by any governmental authority or agency; and (d) an assignment of the lease and any security deposit thereunder. If payment of the Purchase Price is made by wire transfer, payment shall not be deemed to have been made until such time as the institution designated by Seller to receive such funds has confirmed to Seller that such funds have been received and credited to Seller's account. Any certified check or bank draft used to pay any portion of the Purchase Price shall be unendorsed, drawn to the order of Seller on a commercial banking institution having branch bank offices in the State of New York.

5.3 Costs. Seller shall pay for the cost of the UCC searches against Seller, the cost of a new or re-dated map of an instrument survey, or at Seller's option, a current visual inspection by the surveyor of the Premises, the cost of preparing the Deed, all costs and premiums charged by Seller's title insurance company, and any New York State Transfer Tax or any other transfer tax (but only in the event that, by reason of Seller's exemption from the payment thereof, Purchaser is required by law to pay the same). Purchaser shall pay recording/filing fees for recording the deed, any mortgage, assignment of leases and rents, and financing statements, and any mortgage recording taxes. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement hereunder.

ARTICLE VI

Prorations and Adjustments

6.1 Prorations and Adjustments. (a) Purchaser shall be responsible for the payment of all real estate taxes, water and sewer charges and assessments, installments of assessments for local improvements and special assessments and ad valorem levies payable with respect to the period from and after the Settlement. There shall be no pro-rations for such amounts as between Seller and Purchaser at Settlement.

(b) Any prepaid rent and rent for the month in which the closing occurs shall be adjusted. Seller shall pay to, or credit Purchaser, with the amount of any security deposit under the Lease Agreement (as hereinafter defined).

ARTICLE VII

Title and Survey Objections

7.1 Title and Survey Objections.

(a) Purchaser hereby acknowledges and agrees that, within five (5) days following the date on which Purchaser delivers the Deposit to the Escrow Agent pursuant to this Agreement, Seller shall provide Purchaser with the results of the title search (Seller shall be

responsible for the payment of said title search) in order to obtain a commitment (the “**Commitment**”) for an owner’s title insurance policy from a title insurance company licensed to do business in the State of New York (the “**Title Company**”). Seller agrees to sell and convey, and Purchaser agrees to purchase, the Premises subject only to the following “**Permitted Exceptions**”: (i) any state of facts disclosed by the most recent survey of the Premises delivered by Seller to Purchaser; (ii) any state of facts arising after the date of the most recent survey delivered to Purchaser, provided such facts do not render title unmarketable and/or uninsurable and do not interfere with the current use of existing buildings and improvements; (iii) any lien, encumbrance or other title exception approved or waived in writing by Purchaser, or any easements, restrictions, covenants and agreements of record or appearing in instruments of record provided the same have not been violated at the time in which such violation may be contested has expired; (iv) any installment not yet due and payable of assessments affecting the Premises or any portion thereof; (v) any recorded utility company rights and easements for electricity, water, steam, gas, telephone or other service or the right to use and maintain poles, lines, wires, cables, conduits, pipes, boxes and other fixtures and facilities in, over, under and upon the Premises, provided they are not violated by the existing improvements; (vi) any real estate taxes and assessments that are a lien but not yet due and payable; (vii) all laws, ordinances and governmental regulations, including all applicable building, zoning, land use and environmental ordinances and regulations, provided that they are not violated by the improvements or the current use thereof; (viii) any matters encumbering title as a result of the acts of Purchaser or its agents; (ix), possible encroachments not shown on any survey of the Premises, of trees, plant life, hedges, fences and sidewalks, and variations between record lines and trees, plant life, hedges, fences and sidewalks (none of which shall be deemed to render title unmarketable, provided such encroachments and variations, if any do not extend onto the Premises more than one foot at any point); and (x) upon the condition that the City of Rye shall provide a zoning letter regarding parking compliance, the right of Seller, as long as the property adjustment on the side of the Premises is used by the City (to be specifically provided in the easement agreement attached hereto as Exhibit C) to have its officers, officials and employees (who shall be required to display a permit) utilize ten (10) parking spaces on the Premises for the parking of automobiles only situated closest to the dumpster along the Blind Brook behind the building located as shown on the site plan annexed hereto on the Premises from 9 a.m. to 12 p.m. on weekdays that are not legal holidays in the State of New York (the “**Parking Reservation**”); provided, however, that Purchaser shall have the right to reserve such parking spaces from 9 a.m. to 12 p.m. on such weekdays during Purchaser’s special events provided that Purchaser gives notice to Seller no less than twenty four (24) hours in advance of the day(s) of any such special event(s)..

(b) If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provisions of this Agreement, Seller shall, within a reasonable period of time following its receipt of all the Title Documents, notify Purchaser of its inability to do so. In such event, or if Purchaser shall have any other grounds under this Agreement for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect, by notice to Seller given within 10 days after receipt of notice from Seller of Seller’s inability to convey title as aforesaid, to accept such title as Seller may be able to convey without any credit against or resolution of the purchase price and without any liability on the part of Seller. If Purchaser shall

not so elect, Purchaser may terminate this Agreement and the sole liability of Seller shall be to refund the Deposit to Purchaser. Upon such refund, this Agreement shall be null and void and of no further force or effect and the parties hereto shall be relieved of all further obligations and liability other than as explicitly set forth herein. In the absence of notice from Purchaser of Purchaser's election to consummate the purchase or terminate this Agreement within 20 days of Seller's notice, Purchaser shall be deemed to have elected to terminate this Agreement. Notwithstanding anything to the contrary set forth herein, Seller shall be obligated to remove all liens that can be removed by the payment of a liquidated sum (other than those caused by Purchaser's acts), any title encumbrances created by Seller after the date of this Agreement, and any violations for which the Seller as tenant under the Lease Agreement (as hereinafter defined) is not responsible.

ARTICLE VIII **The Deed**

8.1 **The Deed.** At Settlement, Seller shall deliver to Purchaser a statutory form of Bargain and Sale Deed with Covenant against Grantor's Acts, and the covenant required by Section 13 of the Lien Law, in proper form for recording, conveying the Premises, together with the buildings and/or improvements located thereon, subject only to the Permitted Exceptions and such other matters as Purchaser shall be required to and/or agree or be deemed to have agreed to take subject.

ARTICLE IX **Representations and Warranties**

9.1 **Seller's Representations and Warranties.** Seller represents and warrants as of the date hereof and by appropriate certificate delivered at Settlement will, as a condition to closing, represent and warrant as of Settlement that:

(a) **Non-contravention.** The execution and performance of this Agreement and Settlement hereunder will not conflict with any provision of law applicable to Seller, nor result in the breach of any provisions of, or constitute a default under, any agreement, instrument or judgment to which Seller is a party or by which Seller is bound.

(b) **Organization, Good Standing and Power.** Seller is duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite and legal right, power and authority to own its property and to enter into this Agreement and perform its obligations hereunder.

(c) **Authorization and Execution.** This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable against Seller in accordance with its terms, subject to (i) general principles of equity and public policy (regardless of whether considered in a proceeding in equity or at law), and (ii) any and all bankruptcy,

avoidance, reorganization, moratorium, fraudulent conveyance, preferential transfer, insolvency, or other similar laws relating to or affecting the enforcement of creditors' rights.

(d) Authority to Sell. Seller owns the Premises in fee simple absolute. The individual signing on behalf of the Seller confirms that he or she has the authority to enter into this Agreement and that no third party approvals are needed.

(e) Condemnation. Seller has received no written notices, and has no knowledge of any pending or threatened condemnation or eminent domain proceedings or any litigation or administrative proceedings affecting any portion of the Premises.

(f) Litigation. There is no litigation or other proceedings pending or, to the best of Seller's knowledge, threatened or contemplated against the Premises or any part thereof.

(g) Leases. Other than the Lease Agreement, there are no leases or rights of use or occupancy with respect to the Premises.

(h) Contractual Obligations. There are no service, maintenance or other contractual obligations with respect to the Premises that will be binding on the Purchaser after the Settlement (other than those entered into by Purchaser).

(j) Seller has delivered to Purchaser the complete copies of all environmental reports in its possession with respect to the Premises. Other than the information in such reports, Seller has received no written notice of any hazardous materials on or under the Premises or that the Premises is in violation of applicable environmental laws.

9.2 Additional Matters Relating to Seller's Representations. Seller makes no representations or warranties to Purchaser other than as specifically set forth in this Agreement. The Premises will, at Settlement, be transferred "as is, where is and with all faults without warranty or representation of any kind or character except as specifically set forth in this Agreement. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE OR AS TO THE CONDITION OF THE PREMISES, EXCEPT AS SET FORTH IN THIS AGREEMENT. Purchaser has not received any representations or warranties of any kind, whether written or oral, except as specifically set forth in this Agreement. Purchaser's sole remedy for material breaches or violations of the foregoing representations or warranties which are uncovered by Purchaser and remain uncured by Seller after its receipt of notice of the same on or prior to Settlement shall be to terminate this Agreement whereupon the Deposit shall be forthwith paid to Purchaser.

For purposes of this Agreement, the term "**AS IS, WHERE IS AND WITH ALL FAULTS**" shall mean the following:

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PREMISES "AS IS, WHERE IS AND WITH ALL FAULTS" CONDITION, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLERS ARE NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR RELATING THERETO OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLERS, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING.

UPON SETTLEMENT, EXCEPT FOR THE OBLIGATIONS OF SELLER THAT SHALL EXPRESSLY SURVIVE SETTLEMENT HEREUNDER, PURCHASER, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES AND ASSIGNS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PREMISES. PURCHASER AGREES THAT THE TERMS OF THIS SECTION SHALL BE BINDING UPON ANY AND ALL SUCCESSORS IN INTEREST TO PURCHASER.

PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND, EXCEPT AS

SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLERS SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING ANY ENVIRONMENTAL CONDITIONS.

9.3 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Non-contravention. The execution and performance of this Agreement and Settlement hereunder will not conflict with any provision of law applicable to Purchaser, nor, to Purchaser's knowledge, result in the breach of any provisions of, or constitute a default under, any agreement, instrument or judgment to which Purchaser is a party or by which Purchaser is bound.

(b) Organization, Good Standing and Power. Purchaser is duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite and legal right, power and authority to own its property and to enter into this Agreement and perform its obligations hereunder.

(c) Authorization and Execution. This Agreement is enforceable against Purchaser in accordance with its terms, subject to (i) general principles of equity and public policy (regardless of whether considered in a proceeding in equity or at law), and (ii) any and all bankruptcy, avoidance, reorganization, moratorium, fraudulent conveyance, preferential transfer, insolvency, or other similar laws relating to or affecting the enforcement of creditors' rights.

(d) Authority to Purchase. The individual signing on behalf of Purchaser confirms that he has the authority to enter into this Agreement and that no third party approvals are needed.

9.4 Survival of Representations and Warranties. All representations, warranties and agreements made by either party in this Agreement shall survive Settlement and transfer of title.

ARTICLE X

Mortgages and Contracts

10.1 Mortgages and Contracts. Seller agrees that from the date of this Agreement to Settlement, it will (i) not mortgage, voluntarily place a lien or encumber any part of the Premises, except if the same shall be discharged at Settlement; and (ii) not become a party to any licenses, leases, options, rights of first refusal, contracts, declarations, restrictions or agreements of any kind or nature relating to the Premises.

ARTICLE XI

Default

11.1 Default by Purchaser. The parties agree that, in the event of a default by Purchaser under this Agreement, the damages suffered by Seller would be difficult to ascertain. Seller and Purchaser agree that in the event of a default by Purchaser in closing pursuant to this Agreement, which is not cured within ten (10) business days of notice from the Seller, Seller may retain the Deposit as liquidated damages or seek specific performance (plus reasonable attorneys' fees incurred in connection with such action, provided that Seller prevails thereon).

11.2 Default by Seller. In the event that Seller defaults hereunder, Purchaser's remedies shall be (a) the cancellation of this Agreement by written notice to Seller, and the return of the Deposit and any interest earned thereon, or (b) specific performance (plus reasonable attorneys' fees incurred in connection with such action, provided that Purchaser shall prevail thereon) under this Agreement,.

ARTICLE XII **Risk of Loss**

12.1 Risk of Loss. The risk of loss or damage to the Premises by fire or other casualty prior to Settlement shall be on Seller. If prior to Settlement, any material loss or damage occurs to all or any portion of the Premises by fire or other casualty, Purchaser shall be entitled to elect either to (a) terminate this Agreement and have the Deposit refunded, in which event the parties hereto shall have no further obligations or liabilities to one another hereunder except as otherwise expressly set forth in Section 21.1 hereof, or (b) proceed to Settlement, in which event all claims, insurance proceeds and other payments arising from any such loss, and all right, title and interest of Seller in and to the same, shall be paid or assigned to Purchaser, and the amount of the deductible shall be credited to the Purchase Price, with no other adjustment of the Purchase Price paid at Settlement. In all other cases, the parties shall proceed to Settlement with no other adjustment to the Purchase Price and all claims, insurance proceeds and other payments from such loss shall be paid or assigned to Purchaser.

ARTICLE XIII **Condemnation**

13.1 Condemnation. If, prior to Settlement, any material taking pursuant to the power of eminent domain is proposed or occurs as to all or any portion of the Premises intended to be acquired at Settlement by Purchaser, or sale occurs in lieu thereof, Purchaser shall be entitled to elect either to (i) terminate this Agreement, or (ii) proceed to Settlement, in which event, all proceeds, awards and other payments arising from any such taking or sale shall be paid to Purchaser, with no adjustment of the Purchase Price paid at Settlement. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded to Purchaser and the parties hereto shall have no further obligations or liabilities to one another hereunder except as otherwise expressly set forth in Section 21.1 hereof. In all other cases, the parties shall proceed to Settlement with no adjustment to the Purchase Price and all claims, awards and other payments arising from such

taking, and all of Seller's right, title and interest in and to the same, shall be paid or assigned to Purchaser at Settlement.

ARTICLE XIV
Agents and Brokers

14.1 Agents and Brokers. Each party hereunder represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transactions contemplated hereby, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representations and warranties.

ARTICLE XV
Binding Agreement

15.1 Binding Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns and is not intended to confer upon any other person any rights or remedies hereunder.

ARTICLE XVI
Notices

16.1 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made only if sent by prepaid overnight carrier, with a record of receipt, and sent via electronic mail to the parties at the following addresses:

If to Purchaser: Perry Schorr
1037 Boston Post Road
Rye, New York 10580
e-mail: perry.lesters@gmail.com

And to: Westerman Ball Ederer Miller & Sharfstein, LLP
Attn: Philip L. Sharfstein, Esq.
1201 RXR Plaza
Uniondale, New York 11556
psharfstein@westermanllp.com

And to: Westerman Ball Ederer Miller & Sharfstein, LLP
Attn: Stuart Ball, Esq.

1201 RXR Plaza
Uniondale, New York 11556
e-mail: sball@westermanllp.com

If to Seller: The City of Rye
City Hall
Attn: Scott Pickup
1051 Boston Post Road
Rye, New York 10580
e-mail: manager@ryeny.gov

And to: Harris Beach, PLLC
Attn: Kristen Kelley Wilson, Esq.
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
e-mail: kwilson@ryeny.gov

Each communication shall be deemed to have been given on the date received.

ARTICLE XVII
Applicable Law

17.1 Applicable Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of New York without regard or reference to its conflict of laws principles. THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE STATE COURTS IN AND FOR WESTCHESTER COUNTY, NEW YORK OR THE FEDERAL COURTS IN AND FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE.

ARTICLE XVIII
Interpretation

18.1 Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa.

ARTICLE XIX
Title and Headings; References

19.1 Title and Headings; References. Titles and headings to sections and subsections herein are inserted for convenience or reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All section and subsection references in this Agreement are to the sections or subsections of this Agreement unless expressly stated to the contrary.

ARTICLE XX
Entire Agreement; Modification

20.1 Entire Agreement; Modification. This Agreement contains the entire agreement between the parties hereto relating to the Premises and supersedes all prior and contemporaneous negotiations, understandings, memoranda and agreements, written or oral, between the parties hereto. This Agreement shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

ARTICLE XXI
Miscellaneous

21.1 Survival. The provisions of Sections 4.1 and 22.1 shall survive the termination of this Agreement. The provisions of Section 5.3 and Articles VI,XII through XXI of this Agreement shall survive Settlement hereunder.

21.2 Assignment. Seller may not assign this Agreement and all of its rights, duties and obligations hereunder to any person or entity. Purchaser may assign this Agreement and all of its rights, duties and obligations hereunder to a newly formed limited liability company of which Purchaser, or the principals of Purchaser, shall own controlling interest. No party shall be relieved of any liability arising hereunder in respect of any assignment pursuant to this Section, unless such assignor has received a written release expressly excepting such assignor from any liability that may arise hereunder.

21.3 Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

21.4 OFAC/Patriot Act Representations; Indemnity.

(a) Neither Seller nor Purchaser nor any owner of a direct or indirect interest in either (i) is listed on any Government Lists (as defined below), (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense (as defined below), or (iv) is currently under investigation by any governmental authority for alleged criminal activity.

(b) For purposes hereof, the term “***Patriot Act Offense***” means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (i) the criminal laws against terrorism; (ii) the criminal laws against money laundering, (iii) the Bank Secrecy Act, as amended, (iv) the Money Laundering Control Act of 1986, as amended, or the (v) Patriot Act (as defined below). For purposes hereof, the term “***Patriot Act***” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws. The term “***Patriot Act Offense***” also includes, without limitation, the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term “***Government Lists***” means (x) the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Assets Control (“***OFAC***”), (y) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (z) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States of America.

(c) Each of Seller and Purchaser hereby agrees to indemnify, defend and hold the non-breaching party harmless from and against any and all claims (including, without limitation, court costs and reasonable attorneys’ fees actually incurred in connection with any such claims) for its breach of the foregoing representations contained in subsection (a) above. The representations, warranties and indemnity obligations contained in this Section 21.4 shall survive termination of this Agreement and/or closing under and delivery of the Deed pursuant to this Agreement.

21.5 Binding On Successors. This Agreement shall be binding upon and shall insure to the benefit of Purchaser and Seller and their respective representatives, successors and permitted assigns.

21.6 Fees and Other Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own fees and expenses in connection with this Agreement. In any dispute or action between the parties arising out of this Agreement, or in connection with the Premises, the prevailing party shall be entitled to have and recover from the other party all losses, direct compensatory damages, costs and expenses (including without limitation court costs and reasonable attorneys’ fees) related thereto, whether by final non-appealable judgment or by out-of-court settlement.

21.7 Captions. Title and captions are inserted for convenience only and shall not define, limit or construe in any way the scope or intent of this Agreement. References to Paragraphs are to Paragraphs as numbered in this Agreement unless expressly stated otherwise.

21.8 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each party.

ARTICLE XXII
Lease Agreement Extension

22.1 Lease Agreement Extension. The parties acknowledge that Purchaser currently occupies and uses the Premises pursuant to an Assignment and Assumption agreement, dated July 1, 2008 and amended April 13, 2011, by and between Seller, as lessor, and Purchaser, as lessee (the "***Lease Agreement***"), the term of which is scheduled to expire on March 31, 2013. In consideration of Purchaser's agreement to execute and deliver this Agreement and to perform its covenants and obligations hereunder, Seller and Purchaser hereby agree that the term of the Lease Agreement is hereby extended to May 31, 2013 pursuant and subject to the terms and conditions thereof. In addition, in the event Purchaser became obligated to purchase the Premises pursuant to Section 4.1(b) or (c) of this Agreement and Settlement does not take place for any reason (other than Purchaser's default in the performance of its covenants and obligations under this Agreement), then, in such event Seller hereby agrees to further extend the term of the Lease Agreement to November 30, 2013.

ARTICLE XXIII
Environmental Contingency

23.1 Environmental Contingency. Purchaser shall have a period of 60 days to have environmental reports and/or tests performed with respect to the Premises. Such environmental due diligence period shall commence upon signing this Agreement and shall end 60 days from the signing. If such environmental reports or tests reveal that the Premises contain any hazardous materials or is not in compliance with environmental laws, Seller shall have the right to cure any identified environmental issues within thirty (30) days. If Seller fails to properly cure any environmental issues, Purchaser shall have the right to terminate this Agreement, in which case any Deposit paid hereunder shall be returned to Purchaser. In the event that Purchaser terminates this Agreement pursuant to this Article, Seller may, at its sole discretion, sell the Premises to the highest Third Party Offer.

23.2 Definitions:

- (a) As used herein, "Hazardous Substances" shall include but not be limited to any and all substance (whether solid, liquid or gas) defined, listed or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including, but not limited to petroleum and petroleum byproducts,

- asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives, mold, mycotoxins, microbial matter and air borne pathogens (naturally occurring or otherwise), but excluding substances of kinds and in amounts ordinarily and customarily used or stored in similar properties for the purposes of cleaning or other maintenance or operations and otherwise in compliance with all Environmental Laws.
- (b) As used herein, “Environmental Laws” shall include, but may not be limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term “Environmental Law” shall also include, but not be limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the Premises; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Premises to any governmental authority or other person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Premises; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Premises.

Signature Page Follows

IN WITNESS WHEREOF, each of the parties hereto has caused this Purchase and Sale Agreement to be executed in its name pursuant to due authority as of the dates set forth below.

SELLER:

PURCHASER:

CITY OF RYE, NEW YORK

LESTER'S OF RYE, LLC

By: _____

Scott D. Pickup

Its: City Manager

Date: June ___, 2012

By: _____

Perry Schorr

Its: _____

Date: June ___, 2012

EXHIBIT A

Description of Premises

EXHIBIT B

Escrow Agreement

ESCROW AGREEMENT, made as of the ____ day of June, 2012, between CITY OF RYE, NEW YORK, a New York municipal corporation hereinafter referred to as "Seller"), and LESTER'S OF RYE, LLC, a New York limited liability company (hereinafter referred to as "Purchaser") and HARRIS BEACH, PLLC, having an address at 4445 Hamilton Avenue, Suite 1206, White Plains, New York, 10601 (hereinafter referred to as "Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Purchaser are the parties to a Purchase and Sale Agreement dated as of the date hereof with respect to the sale and purchase of property located at 1037 Boston Post Road, Rye, New York (the "Agreement"; defined terms used herein shall have the same meanings set forth in the Agreement); and

WHEREAS, Seller and Purchaser desire that Escrow Agent act as escrow agent with respect to the Deposit in accordance with the terms and conditions set forth below; and

WHEREAS, Escrow Agent is willing to act in such capacity.

NOW, THEREFORE, Seller, Purchaser and Escrow Agent hereby agree as follows:

1. Escrow Agent is hereby appointed as Escrow Agent to hold and distribute the Deposit in accordance with the terms hereof and Escrow Agent hereby acknowledges receipt of the Deposit and agrees to act in such capacity.

2. The Deposit shall be placed in a separate interest-bearing trust account at an FDIC-insured bank. At Closing all accrued interest on the Deposit shall be applied as a credit toward the Purchase Price, or upon termination of this Agreement by Purchaser, all accrued interest on the Deposit shall be promptly paid to Purchaser.

3. Escrow Agent will deliver the Deposit and any interest earned thereon to Purchaser or Seller, as the case may be, upon the following terms and conditions:

(i) To Seller upon the consummation of the Closing contemplated herein, or

(ii) To Seller, upon receipt of a written notice from Seller more than five (5) days following the expiration of Purchaser's Due Diligence Period, stating that Seller is entitled under the Agreement to the Deposit and demanding payment of the same; provided, however, that Escrow Agent will not honor such demand until not less than ten (10) days after the date on

which Escrow Agent shall have delivered a copy of such notice and demand to Purchaser, nor thereafter, if during such ten (10) day period, Escrow Agent shall have received written notice of objection from Purchaser in accordance with the provisions of Section 10 below.

(iii) To Purchaser, upon receipt of a written notice from Purchaser more than five (5) days following the expiration of Purchaser's Due Diligence Period, stating that Purchaser is entitled under the Agreement to the return of the Deposit and demanding return of the same; provided, however, that Escrow Agent will not honor such demand until not less than ten (10) days after the date on which Escrow Agent shall have delivered a copy of such notice and demand to Seller, nor thereafter, if during such ten (10) day period, Escrow Agent shall have received written notice of objection from Seller in accordance with the provisions Section 10 below.

4. Upon receipt of a written demand for the Deposit pursuant to the provisions of subsections 3(ii) or 3(iii) above, Escrow Agent shall promptly deliver a copy thereof to the other party. The other party shall have the right to object to the delivery of the Deposit by delivery to and receipt by Escrow Agent of written notice of objection within ten (10) days after the receipt of Escrow Agent's mailing of such copy to the other party, but not thereafter. Upon receipt of such notice of objection, Escrow Agent shall promptly deliver a copy thereof to the party who made the written demand.

5. If Escrow Agent shall have received a notice of objection as provided above, within the time therein prescribed, or any disagreement or dispute shall arise between or among any of the parties hereto resulting in adverse claims and demands being made for the Deposit whether or not litigation has been instituted, then, except for Purchaser's sole right to terminate pursuant to Section 3(ii) above, in which event (x) Purchaser's sole notice shall be adequate and acceptable to Escrow Agent (whether protested by Seller or not), and (y) the Deposit and all interest thereon shall be promptly paid to Purchaser in full, Escrow Agent shall continue to hold the Deposit subject to such adverse claims and Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with such claims or demand, and (i) in the event of any joint written direction from Seller and Purchaser, Escrow Agent shall then disburse the Deposit in accordance with said direction, or (ii) in the event Escrow Agent shall receive a written notice advising that a litigation over entitlement to the Deposit has been commenced, Escrow Agent may deposit the Deposit with the clerk of the court in which said litigation is pending, or (iii) Escrow Agent may but shall not be required to) take such affirmative steps as it may, at its option, elect in order to substitute another impartial party reasonably acceptable to Seller and Purchaser to hold the Deposit in accordance with this Agreement subject to such adverse claims including the commencement of an action for interpleader in a court of competent jurisdiction, the cost thereof to be borne by whichever of Seller and Purchaser is the losing party, and thereupon Escrow Agent shall be released of and from all liability hereunder. Seller and Purchaser jointly and severally agree to reimburse Escrow Agent for any and all expenses incurred in the discharge of its duties under this Article, including, without limitation, attorneys' fees. Nothing herein, however, shall affect the liability of a defaulting party to another party for reimbursement of any amount paid to Escrow Agent under this subsection.

6. It is expressly understood that Escrow Agent acts hereunder as an accommodation to

Seller and Purchaser and as depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instruments or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrow Agent or the parties may act. The Escrow Agent shall have no liability other than for its gross negligence or actual malfeasance and shall, in all instances, act in accordance with the terms and provisions of this Escrow Agreement.

7. Escrow Agent shall not have any duties or responsibilities except those set forth in this Escrow Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so.

8. In the event of a dispute between the parties regarding the disposition of the Deposit, except for Purchaser's sole right to terminate pursuant to Section 3(ii) above, in which event (x) Purchaser's sole notice shall be adequate and acceptable to Escrow Agent (whether protested by Seller or not) and (y) the Deposit and all interest thereon shall be promptly paid to Purchaser in full, Escrow Agent shall take one of the actions described in paragraph 5 above, and upon delivery of the Deposit in accordance therewith, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to or arising out of the Deposit and any and all of its obligations therefrom.

9. In the event of any conflict between the provisions of this Escrow Agreement and the provisions of the Agreement, the provisions of the Agreement shall control as between Seller and Purchaser.

10. All notices required or permitted hereunder shall be given in accordance with the notice provision of the Agreement. Seller's and Purchaser's respective addresses for notices are as set forth in the Agreement. Escrow Agent's address for notices is as follows:

Harris Beach, PLLC
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601
Attention: Kristen Kelley Wilson, Esq.
E-mail: kwilson@harrisbeach.com

11. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. This Escrow Agreement may not be amended or modified, nor can any provision hereof be waived, except by a written instrument signed by the party against whom enforcement of any such amendment, modification or waiver is sought.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

14. This Agreement is to be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

CITY OF RYE, NEW YORK

By: _____

Name:

Title:

PURCHASER:

LESTER'S OF RYE, LLC

By: _____

Name:

Title:

ESCROW AGENT:

HARRIS BEACH, PLLC

By: _____

Authorized Signatory

EXHIBIT C

Easement Agreement

DRAFT



CITY COUNCIL AGENDA

NO. 15

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Authorization for Landman, Corsi, Ballaine & Ford, P.C. to represent the City on an Article 78 proceeding.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council authorize Louis G. Corsi, Esq to represent the City on the Article 78 Proceeding *Dapolite v. City Manager* at a rate of \$275 per hour to be paid by the City.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: An Article 78 Petition has been served on the City Manager by an employee seeking to have a letter of reprimand issued to him withdrawn from his personnel file. It is requested that attorney Louis G. Corsi, Esq. be authorized to negotiate the petition. The expense for legal fees will be paid by the City and are not to exceed \$15,000.



CITY COUNCIL AGENDA

NO. 16

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Authorization for Harris Beach, PLLC to represent the City on motions and settlement discussions in outstanding legal proceedings.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council authorize Harris Beach, PLLC to represent the City's interests with motions and settlement discussions at a rate of \$215 per hour.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: Below are legal proceedings that are not covered under the General Counsel Retainer. Corporation Counsel is asking the Council to authorize Harris Beach, PLLC to be retained on an hourly basis. The estimated legal fees are set forth in the attached memo.

- *Panetta v. Planning Commission* – Petitioner has perfected his appeal to the Second Department, Appellate Division. This appeal concerns the Article 78 portion of the original hybrid action. The City prevailed in Supreme Court and the landowner appealed.
- *Panetta v. Planning Commission* - The lower court severed the Article 78 claims (above) from the Declaratory Judgment/Takings claim. This action is pending in Westchester County Supreme Court. The City is waiting a coverage determination from our insurance carrier.
- *St. Ives Condo v. Rye*: a Declaratory judgment action has been commenced by the condominium association alleging that the City's foreclosure proceedings were improper. The City is waiting a coverage determination from our insurance carrier.



CITY OF RYE

CITY HALL • RYE, NEW YORK 10580

TELEPHONE (914) 967-5400

TO: Honorable Douglas H. French and Members, Rye City Council

FROM: Kristen Kelley Wilson, Esq.

DATE: June 7, 2012

RE: *New litigation matters*

Below are new legal matters in which the City must either defend its actions or enter in to settlement discussions with the opposing parties. The matters listed below are not covered under the General Counsel retainer. Please note that we are still waiting for a coverage determination on two of the matters. In situations in which Travelers has determined there is coverage, any legal fees spent prior to the coverage determination are counted towards the City's \$50,000 deductible. I have also included an estimated cost for defense of the matters.

Panetta v. Planning Commission – Appeal (Art. 78) to the Second Department, Appellate Division. The City was successful in the underlying Article 78 proceeding and Petitioner has perfected his appeal. The City's brief is due on June 26, 2012.

Estimated costs:

Preparation of Brief (legal fees and reproduction costs) – 20-22 hrs (\$4,000-\$4,500)

Oral argument (preparation and argument) – 12-14 hrs (\$2,500 - \$3,000)

Panetta v. Planning Commission - Declaratory Judgment portion of Article 78 proceeding – preliminary conference is scheduled for July 3, 2012. There may be insurance coverage on this matter. I am waiting to hear back from our carrier. This part of the proceeding concerns an alleged “taking” of the property and the constitutionality of some of the Planning Commissions/City's regulations.

Discovery – (paper discovery) – 10 hrs (\$2,150); depositions (plaintiff) – 5 hrs (\$1,000)

There may be motion practice after discovery but it is too early to determine what the next steps will be. Since this is a takings claim, the potential exposure to the City could be the value of the property.

St. Ives Condo v. Rye – Declaratory judgment action alleging that the City failed to follow proper notification procedures in its foreclosure procedures – Answer/Motion to dismiss is due on June 18, 2012. There may be insurance coverage. I am waiting to hear from our carrier.

Motion to Dismiss: 15-20 hours (\$3,500 – 4,500)



CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Discussion of a resolution amending the voting procedures for the Rye Golf Club Commission.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council review the proposed changes for the voting procedures for the Rye Golf Club Commission.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The Nominating Committee and Rye Golf Club Commission have proposed changes to the voting procedures to be more in tune with today's technology and to encourage Member participation. Upon review by the City Council, the Golf Club Commission will vote on the proposed changes at the June Commission meeting, return to the City Council for approval at the July City Council meeting, and implement the changes for this year's election.

The proposed changes include:

- Voting will take place on-line replacing the previous paper ballots
- Members will be notified about voting dates and procedures via email and postings on the Club's website and bulletin boards
- A computer kiosk will be available at the Golf Club for members who do not have access to a computer or who wish to vote onsite
- Members must vote during the specified two-week time period
- Votes will be tallied by the online service and reviewed by the Nominating Committee

See attached redline version of the proposed changes.

Rye Golf Club Nominations, Elections and Voting Eligibility

1) Commission

- a) The Rye Golf Club Commission will consist of nine Club members in good standing elected by the eligible voting Club members. The Commission shall at no time have more than one non-resident member.
- b) ~~The~~ term of each Commission member shall be three years, commencing January 1 of the year following a regular election year. There is no limit to the number of terms a Commission member may serve.
- c) The Commission members will select a chairperson from their group for a one-year term (the "Chairperson") at the first regular Commission meeting in an applicable calendar year. A Chairperson may serve as Chairperson for an unlimited number of terms. The Chairperson will appoint a Vice Chairperson who will act as Chairperson in his/her absence.
- d) Commission vacancies shall be filled at the next regular election following the vacancy for the remainder of the vacant term. In the event the Commission falls below eight members, the person(s) with the next number of highest votes from the previous election shall, if such person is otherwise eligible and willing to fill such vacancy, be appointed to the Commission to maintain eight Commission members until the next regular election. In the event there is no one to fill the vacancy a special election will be held to fill the vacancy and maintain eight Commission members until the next regular election.

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Deleted: Commission members elected in 2008 and the following years, and except as set forth in the transitional provisions of Paragraph 5 herein, the

2) Nominating Committee and Nominations

- a) For each election, a Nominating Committee shall be formed and comprised of three Club members in good standing, comprised as follows:
 - i) One club member appointed by the Commission (this member shall not be a current Commission member); and
 - ii) One current Commission member who is not standing for re-election shall be appointed by the Commission Chairperson. This member will serve as chairperson of the Nominating Committee; and
 - iii) One club member elected by the membership in the previous regular election.
- b) The Nominating Committee will review all submissions for Commission candidacy and Nominating Committee candidacy as described in Paragraph 2(e). The Nominating Committee shall provide a ballot with at least one more candidate than the number of members being elected. If the Nominating Committee receives fewer submissions by the submission deadline date than the number of members that will be elected, the

Nominating Committee shall provide a ballot with at least as many candidates as the number of Commission members to be elected.

- c) No member of the Nominating Committee shall be eligible for election as a candidate for the Commission for the regular election that the Nominating Committee member is providing nominations.
- d) The term of each Nominating Committee member shall be for one year, commencing January 1 of the year following the regular election. There is no limit to the number of terms a Nominating Committee member may serve.
- e) Nominations
 - i) The Nominating Committee shall not be required to include more than the minimum number of candidates as provided in Paragraph 2(b);
 - ii) A proposed candidate for election to the Commission or Nominating Committee shall be an eligible voting member in good standing. The Golf Club Member Handbook shall indicate membership categories and members entitled to be considered for candidacy. Deleted: adult
 - iii) A Club member may request to be considered as a candidate for election to the Commission or the Nominating Committee in the next regular election by submitting a written request to the Nominating Committee chairperson on or after January 1 and prior to May 15 of such year. Any such request must be submitted by email to nomination@ryegolfclub.com or in person to the membership office during regular business hours in a sealed envelope addressed to the “Nominating Committee Chairperson” indicating whether such person wishes to be considered as a candidate for the Commission or the Nominating Committee and such other information as a member may wish to provide the Nominating Committee for its consideration. The Nominating Committee may in its sole discretion select or reject any such submissions or select one or more other eligible Club members, subject to the minimum candidate requirements set forth in Paragraph 2(b). The proposed slate of candidates shall be posted on the Club website by July 1.
 - iv) Any eligible member submitting a valid request for consideration as a candidate that is not selected by the Nominating Committee may be included as a candidate on the ballot by fulfilling each of the following requirements:
 - (1) Completing a petition for candidacy form available from the Club Manager for the period July 1 to July 20 of such year;
 - (2) Receiving and submitting signatures of fifty (50) eligible voting members in support of the petition for candidacy (see Golf Club Member Handbook for eligible voting members).

(3) Submitting a complete petition form in accordance with the instructions supplied therewith to the Club Manager prior to July 21.

The Club Manager shall verify the status of members signing in support of such petition. Any submitted petition form not complying with the foregoing requirements shall not be considered and such member shall not be included on the ballot.

- v) The final ballot form will be posted on the Club website at least one week prior to the start of the annual election.

3) Election

- a) Voting will take place over a ~~two-week~~ period ~~online through a secure online service approved by the Nominating Committee and/or Commission that suits our needs.~~
- b) ~~An invitation email will be sent to all eligible voters with instructions on how to cast their vote online.~~
- c) ~~Voting dates and times will be posted on the clubs website and bulletin boards at least two weeks prior to the election.~~
- d) ~~For those members wishing to cast their vote onsite, a computer kiosk will be available at the club during normal business hours throughout the voting time period.~~
- e) ~~Votes will be tallied~~ in accordance with the instructions provided therewith and will not be counted as a result of any of the following:
 - i) ~~Vote is not cast within the specified time period;~~ or
 - ii) ~~Vote is not cast in accordance with specified instructions;~~ or
 - iii) ~~Vote is rejected for any reason under the procedures of the online service being used.~~

~~f) Valid ballots shall be tallied for each Commission candidate and Nominating Committee candidate by the online service, results will be reviewed by the nominating committee then forwarded to the City Council for approval no later than November.~~

4) Voting eligibility

- a) ~~An invitation email~~ shall be ~~sent (to the email on file) to~~ each eligible voting member. The Golf Club Member Handbook shall indicate the membership categories and members entitled to voting privileges.
- b) To ~~vote in an election,~~ the voting member must ~~have a member logon account set up prior to the election.~~
- c) No Club member shall be entitled to vote more than once in an election.

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- <#>The ballot is otherwise not completed or received in accordance with the directions provided with the voting material.¶
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Rye Golf Club Commission Responsibilities

1) The Commission.

- a) *Role.* The Commission shall serve in an advisory capacity on behalf of the members of the Golf Club and shall have the responsibilities set forth in Section 1(c) below. Neither the Commission, any Committee of the Commission nor any member of the Commission or member of any Committee thereof, shall have any direct authority or responsibility for execution, implementation or management of any activity, program, employment matter, or contract involving the Golf Club. The Golf Club Manager (who reports to the City Manager) shall be responsible for the execution, implementation and management of the authorized operation of the Golf Club.
- b) *Advisory Recommendations.* The Commission shall make such recommendations as it deems proper in respect of the current and proposed activities, programs, policies and other matters related to the Golf Club, the Commission shall also make recommendations concerning the duties and responsibilities of independent contractors (e.g., Golf Professional), including recommendations concerning employment of prospective individuals to fill those positions, and any other areas the Commission deems appropriate; such recommendations shall be made directly to the Golf Club Manager. The Commission shall also make recommendations concerning the duties and responsibilities of the Golf Club Manager, including recommendations concerning employment of prospective individuals to fill the position, and any other areas the Commission deems appropriate; such recommendations shall be made directly to the Rye City Manager.
- c) *Responsibilities.* The Commission shall:
 - i) Adopt, interpret, apply and enforce such rules and regulations relating to the use of the Golf Club as it deems appropriate, which rules and regulations shall not be inconsistent or conflict with any agreement of the City of Rye or any published policy of the Rye City Council;
 - ii) review, advise on and approve an annual budget for the Golf Club provided and prepared by Golf Club staff and finance committee. Annual budgets shall include proposed annual membership categories and fees and proposed charges for other services provided by the Golf Club, prior to timely submission of such annual budget to the Rye City Manager;
 - iii) select a Commission Chairperson; and
 - iv) decide such matters as may be properly brought before the Commission for a

Deleted: <#>Special Commission Election Transition Procedures to Establish Three Year Terms. Upon expiration of the current terms of members of the Commission expiring as of the end of 2007 and 2008, terms of Commission members beginning in 2008 and 2009 shall be determined as follows:¶
¶
<#>2008 Election – Four Commission Members.¶
¶
<#>The three candidates for Commission member receiving the highest number of votes shall be elected for three year terms¶
¶
<#>The candidate for Commission member that receiving the fourth highest number of votes shall be elected for a two year term.¶
¶
<#>2009 election – Five Commission Members.¶
¶
<#>The three candidates for Commission member receiving the highest number of votes shall be elected for three year;¶
¶
<#>The two candidates for Commission member receiving the fourth and fifth highest number of votes shall be elected to one year terms.¶

decision.

- d) *Commission Chairperson.* The responsibilities of the Commission Chairperson shall be:
- i) to appoint a chairperson to each Standing Committee of the Commission;
 - ii) to organize limited duration Ad Hoc Committees of the Commission as may be necessary from time to time for the purpose of making recommendations to the Commission in respect of matters not properly within the scope of the usual and customary advisory role of a Standing Committee of the Commission;
 - iii) to appoint a chairperson to each Ad Hoc Committee of the Commission;
 - iv) to serve as an ex-officio member on each Committee of the Commission;
 - v) to appoint a Vice-Chairperson of the Commission who shall serve as Chairperson during the absence of the Chairperson; and
 - vi) to direct such matters as the Chairperson deems necessary and appropriate to a Committee of the Commission for the advice and recommendation of such Committee.

2) Committees of the Commission.

- a) *Standing Committees.* The Commission shall have Standing Committees to advise and make recommendations to the Commission on such matters that properly come before a Standing Committee or as may be directed to such Committee by the Commission or the Commission Chairperson. The Standing Committees of the Commission initially shall include Committees relating to Golf, Pool, House and Finance.
- b) *Ad Hoc Committees.* The Commission shall have such Ad Hoc Committees as may be constituted from time to time pursuant to Section 1(d)(ii) above.
- c) *Nominating Committee.* The Nominating Committee shall not be considered a Standing Committee or Ad Hoc Committee and shall be subject solely to the rules set forth in the **Rye Golf Club Nominations, Elections and Voting Eligibility** Section 2 concerning Nominating Committee and Nominations.
- d) *Committee Members and Chairpersons.*
 - i) Each Standing Committee and Ad Hoc Committee of the Commission shall be constituted with no fewer than three members and no more than seven members; provided that a Committee may be constituted with two members and up to nine members in appropriate circumstances with the approval, by majority vote, of the Commission.

- ii) A Committee member shall be a member of the Golf Club holding a valid current membership entitling such member to voting privileges.
- iii) The Chairperson appointed to each Standing Committee shall be a Member of the Commission, other than the Chairperson of the Commission.
- iv) The Chairperson of an Ad Hoc Committee may be a Member of the Commission.
- v) The Chairperson of a Committee shall make efforts to seek out qualified members to serve as members of such Committee. The Committee Chairperson will then make recommendations to the Commission of any such qualified members it believes should serve on such Committee. Such nominees shall serve as Committee members upon approval by majority vote of the Commission. Such nominees will serve as Committee members at the convenience of the Commission and can be removed from such Committee service at any time and for any reason at the sole discretion of the Commission. A Committee member shall serve until the earlier of the end of the Golf Club year for which he or she serves as a member or the date a Committee terminates, or the date on which such member is removed by the Commission.



CITY COUNCIL AGENDA

NO. 18 DEPT.: Engineering DATE: June 13, 2012
CONTACT: Ryan X. Coyne, City Engineer

AGENDA ITEM: Discussion of entering into an Agreement with Malcolm Pirnie, the Water Division of ARCADIS, to assist in preparing a Stormwater Reconnaissance Plan for the lower Long Island Sound Drainage Basin in consideration of future funding for watershed projects.

FOR THE MEETING OF:
June 13, 2012
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The County of Westchester adopted a stormwater law to facilitate the County working with local communities and providing funding for flood mitigation projects. As part of the law, the County Planning Department is responsible for developing “reconnaissance” plans for each watershed. LISWIC has proposed to have the firm Malcolm Pirnie, Inc., the Water Division of ARCADIS, prepare a plan for submission to the County Planning Department in order to be the first in line to obtain County funding.

The proposal from Malcolm Pirnie, Inc. includes two phases with the first phase of work estimated to cost \$9,950. As a member of LISWIC, the City of Rye must approve authorizing Pirnie to begin work which would be funded from the existing LISWIC capital budget of \$10,600. There is no direct cost to the City of Rye.

See attached proposal from Malcolm Pirnie, Inc.



Mr. Charles Strome
Chairman of LISWIC
515 North Avenue
New Rochelle, NY 10801

Malcolm Pirnie, Inc.
44 South Broadway
15th Floor
Box 751
White Plains
New York 10602-0751
Tel 914 694 2100
Fax 914 694 9286
www.arcadis-us.com

Subject:

Proposal for Assistance in Data Collection and Compilation for the
Lower Long Island Sound Drainage Basin Stormwater Reconnaissance Plan

Water

Dear Mr. Strome:

Date:

May 4, 2012

Malcolm Pirnie, the Water Division of ARCADIS (Pirnie/ARCADIS), is pleased to submit the following proposal to assist the thirteen (13) municipalities within the Long Island Sound Watershed Intermunicipal Council (LISWIC) and the County of Westchester in preparing a Stormwater Reconnaissance Plan (Plan) for the lower Long Island Sound Drainage Basin.

Contact:

Bob Matarazzo

Phone:

914-641-2790

Background & Scope of Work

Email:

Robert.Matarazzo@arcadis-us.com

In reviewing Article III-A of Chapter 241 of the Laws of Westchester County (known as the Westchester County Storm Water Management Law), passed by Westchester County in May 2011, Westchester County is required to develop a Storm Water Reconnaissance Plan (Plan). The municipalities comprising LISWIC, in an effort to forward the adoption of the Plan, have approached Malcolm Pirnie to assist in the creation of a draft Plan, working in close coordination with Westchester County Department of Planning.

Pirnie/ARCADIS proposes approaching the completion of the draft Plan in a stepwise fashion. Under Step 1, we will develop an annotated outline for the Plan. The outline will include sections for introductory text and a detailed watershed description. We will also assist with a data gathering effort from both the Westchester County Department of Planning and the member municipalities. Step 2 of the project will consist of completion of the draft Plan based on the information collected and the approved outline.

The following summarizes the requirements of the Plan, as described in item 4 of Sec. 241.255 of the local law, and the anticipated division of effort between

Imagine the result

Pirnie/ARCADIS and the County. The Scope of Work under Step 1 of the project is described, as well as work we anticipate will be performed under Step 2 of the project. Descriptions of activities to be performed under Step 2 may change based on information discovered under Step 1.

- A. **Comprehensive map of the watershed, streams and water courses and their characteristics.** Pirnie/ARCADIS will use data provided by the County to create a working version of the watershed map for use in Step 1 of the project. Based on discussions with the County, the County will provide the final comprehensive map of the watershed to be included in the Plan. We will confirm this with the County.
- B. **Comprehensive inventory of the existing flood and stormwater problem areas.** Pirnie/ARCADIS will solicit information on existing flood-prone and stormwater problem areas from the LISWIC municipalities. This will include any data concerning flood damage, in particular repetitive flood damage and public infrastructure that might be subject to flood damage. We will compile the collected data into a comprehensive inventory of areas identified by the municipalities. Sites identified by the County which may be located on County-owned properties will be added to the inventory by the County. Step 1 of the project consists of the data collection efforts associated with this item. We anticipate Step 2 of the project will consist of compiling the results of the data collection to meet the requirements for inclusion in the Plan.
- C. **Recommendations concerning the construction of Stormwater Management Facilities to alleviate the identified problem areas and recommendations on the reduction of flood damage based on building and land use codes and best management practices.** Pirnie/ARCADIS will collect existing data related to stormwater management projects under consideration by the LISWIC communities. This information should include any studies, reports or other documentation to support the areas identified. We will coordinate with LISWIC to request a copy of the municipality's current stormwater management and flood control ordinances or any local laws or ordinances that require stormwater best management practices. Step 1 of the project consists of the data collection efforts associated with this item. We anticipate Step 2 of the project will consist of writing recommendations for inclusion in the Plan.

- D. **A list of proposed Stormwater Management Projects for Phase I and Phase II funding.** No activities will be performed for this task under Step 1 of the project. Under Step 2, Pirnie/ARCADIS will compile lists of projects identified under item C of this proposal which may be eligible for Phase I and Phase II funding. As described in the local law, preliminary estimates of constructing the stormwater management projects and the method of financing for Phase I and Phase II funding will be provided by the County. We will include any cost estimate information developed by the municipalities in the draft Plan; additional cost estimates may be added to the Plan by the County.
- E. **Identification of local municipalities interested in executing inter-municipal agreements with the County on Stormwater Management Projects.** The data request that Pirnie/ARCADIS will develop with LISWIC under Step 1 will include a request that the municipality indicate their interest in entering inter-municipal agreements with the County. The results of the inquiry will be included in the draft Plan developed in Step 2.
- F. **Recommendations concerning rules, regulations, and legislation for the management of flood water and administration of Stormwater Management Facilities.** No activities will be performed for this task under Step of the Scope. Under Step 2, Pirnie/ARCADIS will work with the County to draft recommendations for the Plan based on the information collected under item C of this proposal.
- G. **Recommendations on other areas or problems requiring further research, analysis, and study.** Under Step 1 of the Scope of Work, in addition to the datasets previously mentioned, Pirnie/ARCADIS will work with LISWIC to acquire copies of the following documents from the LISWIC municipalities:
- a. Community Hazard Mitigation Plan that identifies flood prone areas, inventories of historic flood damage and describes recommended actions.
 - b. Any local resolutions containing agreements to work cooperatively with the municipalities in the watershed.

- c. Any existing mapping or information showing stormwater infrastructure and stormwater practices.
- d. Any comments or amendments (formal or informal) to existing flood insurance rate maps, hydrologic, topographic or other maps.

Recommendations will be developed under Step 2 and included in the draft Plan.

Approach to Activities under Step 1 of the Project

Development of Plan Outline and Draft Text

Pirnie/ARCADIS will develop an annotated draft outline for the Plan and submit it to LISWIC and the County for review. We will also draft text for the Plan introduction and a detailed watershed description. As part of developing draft text, we will use County data to create a working watershed map or series of maps showing the streams and water courses. The map created for the draft Plan will be suitable for performing analysis and suitable for the draft Plan, but may not match the graphical standards and symbology preferred by the County. We anticipate that the County will develop the map to be included in the Final Plan.

Data Collection and Preliminary Review

Pirnie/ARCADIS will review any stormwater related documents that have already been assembled by Westchester County Department of Planning, record them in a data catalog, and create a checklist of outstanding data needs. We request that LISWIC send a notice to the member municipalities to notify them of our efforts and requesting their cooperation, with a preliminary request that they begin gathering information on their existing stormwater projects.

Subsequent to the LISWIC notification, we will prepare a letter and send it to each municipality in LISWIC, requesting any new or updated information, based on the data log and checklist. We will request that the information be submitted to Elizabeth Paul, the LISWIC Coordinator, so that there is one main receptacle for the data. When a sufficient time period has elapsed, we will review and assemble the information received.

Data collected from the municipalities will be compiled and cataloged with a brief description. When feasible, hard copy documents will be scanned. For reports with multiple large format maps, one copy will be acquired for the County and the data catalog will provide the location and contact information for access to additional copies

of the information. Copies of reports and documents that were previously collected from the County will not be duplicated or included in the deliverable, unless a digital copy is provided to LISWIC. Data will be submitted to the County along with the draft Plan.

When available, data will be requested and collected in Geographic Information Systems (GIS) format. A GIS point location file will be created to indicate the approximate location of stormwater projects and flood prone areas based on the best available location data (e.g. coordinate or address).

Step 2 Planning

When the data collection and compilation phase is complete, we will schedule a meeting with both the LISWIC stakeholders and the County Department of Planning to discuss the information and finalize the Scope of Work and fees for Step 2 of the project.


Estimated Fee & Schedule

Pirnie/ARCADIS proposes to complete the work identified under Step 1 on a lump sum basis for a not-to-exceed amount of \$9,950. We anticipate completing the work within 90 days from a Notice to Proceed.

Thank you very much for this opportunity. We look forward to participating on this important project for both LISWIC and the County. Please feel free to call me (914-641-2725) or Bob Matarazzo (914-641-2790) with any questions or concerns.

Sincerely,

Malcolm Pirnie, Inc.



Carolyn A. Lowe, PE
Principal Engineer

Copies:

R. Matarazzo, Pirnie/ARCADIS
C. How, Pirnie/ARCADIS
A. Gata, Village of Scarsdale



CITY COUNCIL AGENDA

NO. 20

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott D. Pickup

AGENDA ITEM: Consideration of a request by the Rye Chamber of Commerce for the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 26, 2012 through Saturday, July 28, 2012 from 9:00 a.m. to 5:00 p.m.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council consider granting the request.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The Rye Chamber of Commerce is requesting the Council authorize the use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 26, 2012 through Saturday, July 28, 2012 from 9:00 a.m. to 5:00 p.m.

See attached request.



May 23, 2012

Ms. Dawn Nodarse
City Clerk
City of Rye
1051 Boston Post Road
Rye, New York 10580

Re: Rye Chamber of Commerce Sidewalk Sale

Dear Ms. Nodarse:

On behalf of the Rye Chamber of Commerce, I am writing to request permission from the City for use of city streets on **July 26, 27 and 28th** for our annual Sidewalk Sales.

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

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

Thank you in advance for your consideration.

Very truly yours,

Sally P. Wright
President,
Rye Chamber of Commerce



CITY COUNCIL AGENDA

NO. 21

DEPT.: City Manager

DATE: June 13, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Resolution to declare certain City of Rye equipment as surplus.

FOR THE MEETING OF:

June 13, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Council adopt the following resolution:

Whereas, the City has been provided with a list of City equipment that the Fire Department has identified as surplus, and,

Whereas, the Fire Department has recommended that said equipment be declared surplus, now, therefore, be it

Resolved that said equipment is declared surplus, and, be it further

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

IMPACT: Environmental Fiscal Neighborhood Other

BACKGROUND: The Fire Department has identified six (6) Scott Packs which can be declared surplus. They will be donating these packs to the Larchmont Fire Department.

See attached.



**RYE, NEW YORK 10580
RYE FIRE DEPARTMENT
15 LOCUST AVENUE**

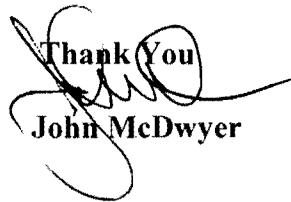
**(914) 967-4530 Business
(914) 967-8763 Fax**

Donation of Scott Packs

5/28/2012

Scott Pickup

The Larchmont Fire Department recently contacted us requesting the donation of any surplus Scott Packs for their in service apparatus. Upon review of our inventory we have 6 Packs (No Bottles) that need to be declared surplus. We would like to donate these packs to the Larchmont Fire Department. We respectfully request that the City Council declare this equipment Surplus and consider our request to donate them to Larchmont Fire Department.

Thank You

John McDwyer

**Cc: Chief Mike Taylor
Chief Peter Cotter
Chief Mike Billington**

McDwyer, John

From: Captain John Caparelli [Captainlfd@villageoflarchmont.org]
Sent: Monday, May 28, 2012 8:49 AM
To: McDwyer, John
Subject: Scott Pack Donation

Chief,

The Larchmont Fire Department is in need of additional Scott Air packs for it's in service apparatus. We are requesting a donation of any surplus Air Packs your Department may have. We appreciate your assistance in this matter. Thank you.

Captain John Caparelli
Larchmont Fire Department
120 Larchmont Ave.
Larchmont, NY 10538
914-834-0016 (Work)
914-755-9502 (Cell)
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