

CITY OF RYE

NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, July 11, 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. General Announcements.
4. Acceptance of donation to the Rye Police Department from the Crowley family in the amount of one thousand (\$1,000.00) dollars.
Roll Call.
5. Draft unapproved minutes of the regular meeting of the City Council held June 13, 2012, the Workshop on the Bond Referendum held June 20, 2012, and the special meeting with the Rye Golf Club Commission held June 27, 2012.
6. Mayor's Management Report
 - Update on the Sharrows project
 - Update on the Central Avenue Bridge and the Old Post Road Bridge
 - Summary of the Rye Golf Club Workshop
 - Legal update
7. Continuation of Public Hearing to discuss potential capital projects to be included in a November, 2012 Bond Referendum.
8. Consideration to set a Public Hearing for August 8, 2012 to adopt bond resolutions for the November, 2012 Referendum for capital projects.
9. Continuation of Public Hearing to establish the 2013 Budgeted Fees and Charges.
10. Resolution to adopt the 2013 Budgeted Fees and Charges.
11. Discussion of Flood Committee Recommendations on the Bowman Avenue Upper Pond.
12. Update and Discussion of the 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.
13. Resolution to transfer \$25,000 from Contingency to Code Maintenance Services for the General Code update project.
Roll Call.

14. Residents may be heard on matters for Council consideration that do not appear on the agenda.
15. Consideration of a resolution amending the voting procedures for the Rye Golf Club Commission.
16. Consideration of proposed revision of the Rules and Regulations of the City of Rye Police Department.
17. Designation of one member to the Boat Basin Nominating Committee.
18. Designation of the City Council Liaison to the Finance Committee by the Mayor.
19. Designation of the Chair of the Rye Senior Advocacy Committee by the Mayor.
20. Resolution to grant permission to the Rye Historical Society to hold a free public event on the Village Green to launch the Walk Rye History Heritage Trail on Saturday, September 8, 2012 at 9:30 a.m.
21. Bid Award for Solid Waste Container Service at the Department of Public Works (Contract # 2012-02).
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, August 8, 2012 at 8:00 p.m. The Capital Projects Presentation will be made to the City Council on Monday, August 6, 2012 at 8:00 p.m.

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

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



CITY COUNCIL AGENDA

NO. 4

DEPT.: Police Department

DATE: July 11, 2012

CONTACT: William R. Connors, Police Commissioner

AGENDA ITEM: Acceptance of donation to the Rye Police Department from the Crowley family in the amount of one thousand (\$1,000.00) dollars.

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council adopt the following resolution:

Whereas, the Crowley family desires to donate one thousand (\$1,000.00) dollars to the Rye Police Department; and

Whereas, the fiscal 2012 General Fund budget did not anticipate this donation; now, therefore be it

Resolved, that the City Council of the City of Rye accepts the aforementioned donation; and be it further

Resolved that the City Comptroller is authorized to amend the fiscal 2012 General Fund budget as follows:

Increase Deferred Revenues -Police Donations \$1,000.00

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The Crowley family, by letter dated June 26, 2012, advised the Police Department that they would like to make a contribution of \$1,000. The Police Commissioner recommends acceptance of this donation.



William R. Connors
Police Commissioner

POLICE DEPARTMENT

City of Rye, New York
21 McCullough Place
Rye, N. Y. 10580
Phone: (914) 967-1234
FAX: (914) 967-8341



June 26, 2012

Memorandum for: Scott D. Pickup, City Manager

Subject: **DONATION TO RYE POLICE DEPARTMENT – CROWLEY FAMILY**

Attached is a check for one thousand dollars (\$1000.00) from the Crowley Family of 3 Manursing Way, to be donated to the Rye Police Department in appreciation for the Department's efforts when their son was reported missing.

I recommend acceptance of this donation and deposit into the Police Donation Fund.

A copy of a letter of appreciation I have forwarded to Mr. and Mrs. Crowley is attached.

Submitted for your consideration.

WRC/wrc
Att.

Handwritten signature of William R. Connors.
William R. Connors
Police Commissioner



William R. Connors
Police Commissioner

POLICE DEPARTMENT

City Of Rye, New York
21 McCullough Place
Rye, N. Y. 10580
Phone: (914) 967-1234
FAX: (914) 967-8341



June 26, 2012

Mr. & Mrs. Peter J. Crowley
3 Manursing Way
Rye, New York 10580

Dear Mr. & Mrs. Crowley:

Thank you for your donation of one thousand dollars to the Rye Police Department.

Your extremely generous contribution has been forwarded to the Office of the City Manager. Upon formal acceptance of your donation by the City Council, it will be deposited into a designated account maintained by the City of Rye which is utilized for the purchase of police equipment.

Thank you, also, for your kind words and for acknowledging the work done by the members of this Department during what I know was an extraordinarily difficult period for your family. Although we were cautious about respecting jurisdictional boundaries as well as the family's need for privacy, many of us devoted a good deal of time and effort behind the scenes to the effort to return Pierce home safely, and all of us shared your concern. While our officers do not expect gratitude as they go about their daily work, it is very gratifying when they receive it, and especially when it is expressed in as heartfelt a manner as it is in your note.

I am privileged to lead an outstanding group of police officers who show their dedication to the citizens of Rye on a daily basis. I hope that they will continue to earn your admiration. Thank you, again, on behalf of the members of the Department.

Very truly yours,

A handwritten signature in cursive script that reads "William R. Connors".

William R. Connors
Police Commissioner

PETER J. CROWLEY

DEAR COMMISSIONER CONNORS AND RYE POLICE DEPARTMENT -

THE CROWLEY FAMILY WISHES TO EXTEND A HEARTFELT THANKS FOR YOUR TEAM'S ACTIVE, COMPASSIONATE RESPONSE TO OUR SON PIERCE'S MISSING.

OFFICER KENNEY WAS TREMENDOUS IN HIS IMMEDIATE WILLINGNESS TO BRING THE TALENTS OF THE RYE POLICE INTO THE PICTURE. YOU RESPECTED OUR SPACE, WANTED OUR HOUSE, LOOKED INTO POSSIBLE PLACES WHERE PIERCE COULD HAVE
→

BEEN AND BEAUTIFULLY COORDINATED WITH THE
WHITE PLAINS POLICE WHO WERE QUARTERBACKING
THE EFFORT.

THE CROWLEYS FEEL FORTUNATE TO BE IN
A COMMUNITY LIKE RYE - WHERE WE ARE SAFE,
LOVED AND RESPONDED TO.

YOU SHOULD BE VERY PROUD OF YOUR TEAM
AND WE HOPE YOU WILL ACCEPT THE \$1,000
DONATION AS A DOWNPAYMENT ON OUR
THANKS.

SINCERELY
PETER, GRETCHEN, MATTHEW, PIERRE &
FORBES



CITY COUNCIL AGENDA

NO. 5

DEPT.: City Clerk

DATE: July 11, 2012

CONTACT: Dawn Nodarse

AGENDA ITEM Draft unapproved minutes of the regular meeting of the City Council held June 13, 2012, the Workshop on the Bond Referendum held June 20, 2012, and the special meeting with the Rye Golf Club Commission held June 27, 2012, as attached.

FOR THE MEETING OF:

July 11, 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 June 13, 2012, the Workshop on the Bond Referendum held June 20, 2012, and the special meeting with the Rye Golf Club Commission held June 27, 2012, as attached.

DRAFT UNAPPROVED MINUTES of the
Regular Meeting of the City Council of the City of
Rye held in City Hall on June 13, 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 7:33 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 and attorney/client matters. Councilwoman Brett arrived at 7:35 p.m. Councilman Filippi made a motion, seconded by Councilwoman Brett and unanimously carried to adjourn the executive session at 8:07 p.m. The regular session began at 8:13 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. Unveiling and dedication of the portrait of former Mayor Steven Otis

Mayor French said that it was a night to celebrate the City's form of government and volunteerism to the community. He said that former Mayor Steve Otis had volunteered and provided public service for 12 years and had touched the City in many ways. The current Mayor then unveiled the portrait of the former Mayor and Mr. Otis hung it on the wall. Mr. Otis said this was a very special tradition going back to when City Hall was in the Square House. He said every community has its special character and all the volunteers work to keep Rye's special character going. Mr. Otis said that it was a great honor to serve Rye for 12 years and that he greatly enjoyed the work and working with the people of the City over those years.

Councilmembers Sack and Parker, who served with former Mayor Otis, offered comments. Councilman Sack acknowledged the presence of former Councilmembers Andy Ball, Mack Cunningham, Beth Griffin Matthews, Arthur Stampleman and Carolyn Cunningham as well as former City Manager Frank Culross and said it was a testament to Mr. Otis that people came back to honor him at this ceremony. He offered Mr. Otis his thanks and wished him luck in his future endeavors. Councilwoman Parker said it was an honor to have served with former Mayor Otis. She said she learned a lot from him and was impressed with his depth of knowledge on many levels of government.

4. General Announcements

- The Rye Chamber of Commerce honored the men and women of DPW at their annual luncheon for all they do to keep the downtown looking terrific.
- Congratulations to Dr. Edward Shine on his career in Rye and best wishes on his retirement from the Rye City School District.
- Congratulations and best of luck to former Comptroller Jean Gribbins who has left to take another position and thanks for her extraordinary career in her three years in Rye.

5. Approval of the election of three new members to the Rye Fire Department

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 election of Clyde Pitts and Zach Thain to the Poningoe Hook and Ladder Company and Liam McGuire to the Poningoe Engine and Hose Company, as approved at the May 14, 2012 meeting of the Fire Wardens.

6. Draft unapproved minutes of the regular meeting of the City Council held May 23, 2012

Councilman Filippi made a motion, seconded by Councilman Jovanovich and unanimously carried, to approve the minutes of the regular meeting of the City Council held on May 23, 2012, as amended, subject to the City Clerk reviewing the tape to verify a proposed change to the discussion on the Fire Inspector/Supervisor position for the Fire Department.

A brief discussion was held about a meeting of the Fire Department in connection with the proposed position of Fire Inspector/ Supervisor for the department. Councilwoman Parker said there was an issue with the percentage of fire inspection duties in the job description and the chain of command for supervision. She said it was clarified and the volunteers agreed with the clarification. Fire Warden Richard Barber said the Wardens will work with the City Manager on this issue and will get something to the Council that is agreeable to both.

7. Mayor's Management Report

- Legal Update

Corporation Counsel Wilson reported on the following items:

- *Black Bass Grill (2 Central Avenue)* – the property has been demolished and the City Court proceeding should be resolved this week.
- *Westchester Joint Water Works v. City of Rye* – a tax certiorari action was filed several years ago. At the request of the Judge, the City briefed a couple of issues and the motions have been fully submitted. A decision is awaited from Judge LaCava.
- *Butler v. Matthison, et al* – The City was successful in defending the original Article 78 proceeding but petitioners re-moved to renew and reargue. The Judge granted that motion based on new evidence and found in favor of the Butlers. There is no action for the Planning Commission at this time but there is another related proceeding on appeal, which will probably dictate the next steps to be taken by the Planning Commission.

City Manager Pickup reported on the following items:

- Central Avenue Bridge – The City has spoken with the Engineer in charge of Department of Transportation (DOT) Region 8 and they have the full submission. As of today a Notice to Proceed has not been received, but it is still anticipated that the DOT will meet their July timeframe. The City will then begin the bid process and be on target for a bid award in September.
- Sluice Gate – All of the contracts and insurances are in and the gate is being manufactured. The actual field work will probably begin in the next week to ten days. The project is still on schedule for a September 12th acceptance date.
- Staffing Issues –
 - Police Commissioner - June 29th is the closing date for the existing recruitment for Police Commissioner as required by the Section 211 waiver procedure. Ads have been placed in several locations and the process will continue with review of the initial candidates. Later in the meeting Councilman Sack asked the City Manager to expand on his explanation. Mr. Pickup said that State Civil Service issued a limited 211 Waiver but asked the City to do a full recruitment. The position has been advertised and the first phase closes June 29th. If the current Commissioner is selected the 211 Waiver would be extended. If another candidate is selected who does not need a waiver, the process would no longer be necessary.
 - Fire Inspector – The City and County are in discussions on the LJ3 filed with them. It is hoped the issues will be resolved. The City wants to make sure that all existing and new requirements are expressly approved in writing so candidates being interview will have a full understanding of what the expectations are for the inspection portion of the position.
 - City Comptroller – Deputy Comptroller Joe Fazzino is serving as Interim Comptroller. The City will begin the process of advertising the position and hope to have it filled quickly.

- Rye Recreation – There are two confirmations that must go through pre-employment physicals and some other issues. If successful, they may be able to start as early as next week.

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

Before beginning the discussion, Mayor French quoted from a Proclamation issued for former Councilwoman Suzanna Keith. The Mayor wished Ms. Keith and her family good luck in Houston and said she would be missed.

Mayor French said that a number of people came forward and spoke with the Council about their interest in serving and he wished to make an appointment at this meeting based on the Council's obligation to govern as a Board of seven people. He said he would move to appoint Julie Killian.

Councilwoman Parker said that in a perfect world a former Councilmember would have come forward to fill the position until an election could be held, but since that was not the case she would like to make a motion in favor of keeping the seat vacant until it can be filled in an election. There was no second to the motion.

Councilwoman Brett said she believed it was the Council's responsibility to fill the seat to avoid putting the Council in a position where it could not reach a consensus. She added that she did not pre-decide on a candidate; that she believed the process had been open and fair, and encouraged the others who came forward to run for the City Council. Councilman Sack offered his thanks to everyone who came forward, saying they were all capable people with unique backgrounds who could have done the job. Councilman Filippi said that it was in the City's best interest to fill the position because of the large amount of work the Council has to do, especially a decision on a bond. Councilman Jovanovich thanked all the candidates for taking the time to meet with him individually.

Mayor French made a motion, seconded by Councilman Sack to adopt the following Resolution:

RESOLVED that the City Council of the City of Rye hereby appoints Julie Killian to serve on the City Council to fill out the third year of the unexpired term of Suzanna Keith, expiring on January 1, 2013, with a separate election to be held in November 2012 to fill out the remainder of the term expiring on January 1, 2014.

ROLL CALL:

AYES: Mayor French, Councilmembers Brett, Filippi, Jovanovich and Sack

NAYS: None
ABSENT: None
ABSTAIN: Councilwoman Parker

The resolution was adopted by 5 votes in favor and one abstention.

Ms. Killian will be sworn in before a special meeting of the Council on June 20, 2012.

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

City Manager Pickup said there will be a special meeting on June 20th to review specifics on several projects including: (1) the Bowman Avenue upper pond resizing project; (2) Police Station renovations; (3) Rye Free Reading Room Projects; (4) Central Business District and Post Road Wall projects; and (5) Pedestrian safety projects recommended by the Shared Roadways Committee that are being reviewed by the Traffic and Pedestrian Safety Committee.

Councilman Sack said he wanted to focus on the suggestion that the Council would need to take action to override the tax cap legislation in order to pay for the debt incurred by a Bond Referendum and asked for information on how much debt service would be incorporated into the 2013 budget. Councilman Filippi asked that the Interim Comptroller look into interest rates paid by communities with a Aaa bond rating. Councilwoman Brett said that the Flood Advisory Committee has learned that the amount of mitigation that would be obtained from the expansion of the Bowman Avenue Upper Pond was not sufficient to recommend including this project in a Bond Referendum.

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

The public hearing remained open from the previous meeting. Mayor French said that based on public comment on both sides of the issue, it was his preference that the draft law be sent back for new language and further discussion.

Members of the public commenting on the draft law included *Ted Dunn, Carolyn Cunningham, Joe Murphy, Robert Vanderwater, Paul Mackie, Daniel Gretto, Curtis Spacavento and Robin Jovanovich*. Their comments included:

- It would be a good idea to get more information on the disputed issues in order to resolve the differences.
- It is good to see all the nuances of the subject but there is more alarm than necessary because the current law already requires a permit to remove a tree.
- Trees clean the air, prevent flooding and filter water.
- Regulating trees has a positive effect and the issue is more than about privacy.
- Who would be liable if a permit to take down a tree was denied and the tree falls and causes damage?
- A tree coming down is an Act of God unless someone has been put on notice.

- The additional permitting requirements of the proposed law above the current law are onerous.
- The problem of “clear cutting” is being blown out of proportion. The proposed law is a regulation in search of a problem.
- There are not many subdivisions left in Rye.
- People usually replace trees when they take them down.
- This law would affect almost every landowner in the City and most people don’t know about it.
- Many trees are taken down before applications come before the Board of Architectural Review. There is some urgency to adopting this law.

Council comment included:

- The City has the power to regulate trees but the law must be crafted correctly and the public must be educated to the issues.
- Issues related to possible lawsuits should be addressed.
- Just because the City can regulate, doesn’t mean it should regulate. This is not the right law for the City now.
- Language changes should be made before a vote is taken.
- The Council should take action soon.
- The law as drafted is more restrictive than it needs to be.
- The issues raised involve more than “tweaks” to the proposed law.

Corporation Counsel Wilson recommended closing the public hearing and re-noticing the proposed local law when changes are made.

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to close the public hearing and re-notice it at a later date.

11. Public Hearing to establish the 2013 Budgeted Fees and Charges

City Manager Pickup said the department heads look at all of the budget line items and this year some significant changes have been made in order to clean up and eliminate charges on the schedule that no longer exist. There are proposed increases in building department and land use fees; an increase in the rates for 12 hour meters; merchant parking permits; day camp fees; and new fees for rental of cable television equipment. The fees and charges related to the Enterprise Funds are not included because they are in the middle of their seasons and must be recommended by their boards.

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

There was no one from the public who wished to speak.

The City Manager was asked to provide the Council with the rationale behind the increase for the 7 to 15 fees where increases are suggested and to look into why there are no fee increases suggested for certain areas where the fee has not been changed in several years.

Councilwoman Brett made a motion, seconded by Councilman Filippi and unanimously carried to hold the public hearing open until the July 11, 2012 City Council meeting.

12. Update on existing parking technology and meters within the City

City Manager Pickup reported on the parking meters in the Central Business District (CBD) that were installed in 2006. The highest year for transactions was 2006 when there were 300,000 and the lowest year was 257,000 transactions in 2008. In 2011 there were 286,000 transactions. The revenue has fluctuated. The amount of money invested in the meters included: the initial investment of about \$140,000; \$40,000 on the shelters; and \$30,000 in controller upgrades for a total of about \$210,000. There were minor modifications made with the fee change that went into effect in April, including the generation of a receipt only when requested. There are issues due to wet weather and a significant issue relative to the parts and supply system. Parts can only be obtained from a regional supplier and many times the parts received don't work. The useful life of the machines is about seven years, so it is coming to the point where the Council will have to make a decision about reordering these machines or look at alternative machines due to the changes in parking technology in the last several years.

It was noted that the City was missing out on revenue because the machines function so poorly and that they are a detriment to the business community; and, that the primary reason for the meters was to improve parking circulation in the CBD so people coming to Rye can find a parking space.

City Manager Pickup said that the parking meter system involves many departments in the City and this will be part of any proposal that comes back to the Council.

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

Mayor French summarized the various fee increases that have been requested by the local taxi companies, as well as a request to limit the number of companies authorized to work in the City and a request that three additional spaces at the train station be allocated to taxicab use. He noted that the Taxi companies had indicated they would offer a \$1.00 discount to seniors.

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

Council discussion centered on the proposed \$3.00 increase for the three zones in the City and the request to limit the number of taxi companies to six. There was a disagreement about the fairness of restricting the number of companies as being possible restraint of trade but it was also noted that the City already limits the number of banks that can operate in the downtown and not restricting taxi companies could be considered unfair to the companies

already operating. There were also differing positions on the amount of the fee increase. It was pointed out that the rate increase was reasonable because people from Rye who utilize the Harrison train station already pay higher rates than those proposed. Alternative positions included that there is a bigger burden to raising taxi rates in Rye because there is not sufficient parking at the train station; the amount requested would put the City's rates above other municipalities in Westchester; and that it was especially unfair to the residents of the Milton Point zone who have recently lost bus service. There was also a suggestion that the taxi companies should invest in small busses to make taxi runs from the Milton Point area.

Public comment:

David Candamil, a taxi driver for Rye Cab Company, urged the Council to grant the requested \$3.00 increase. He said that amount requested was needed; that it is expensive to do business in Rye and that a lower fare increase could affect service levels. He added that the request to limit the number of companies was because the six companies already in Rye are barely making it with the amount of business available in Rye.

Councilman Jovanovich made a motion, seconded by Councilwoman Parker and unanimously carried, to close the public hearing.

Mayor French made a motion, seconded by Councilman Jovanovich, to adopt the following local law:

CITY OF RYE

LOCAL LAW NO. 4 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.

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.

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, 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.

A driver, in applying for a renewal of his or her license, shall make such application not less than 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.

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.

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.

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.

§180-11. Inspection of vehicles before licensing.

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.

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.

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.

- 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	\$6.00
B	\$7.00
C	\$7.50

- 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	\$6.00
Between railroad station and points in Zone B	\$7.00
Between railroad station and points in Zone C	\$7.50

- 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 \$6.00 and on other days between 12:00 midnight and 6:00 a.m. it shall be \$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 \$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	\$45

- 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

ROLL CALL:

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

* Councilman Sack originally voted against the local law but changed his vote when his Motion (see below) to adopt the local law as originally submitted with a \$3.00 fare increase and section restricting the number of taxi companies in Rye to six was defeated.

The local law was adopted by a 6-0 vote.

Councilman Sack made a motion, seconded by Councilman Jovanovich, to adopt the local law amending Chapter 180 Taxis as originally submitted.

ROLL CALL:

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

The Resolution was defeated by 4 votes to 1 and 1 abstention

Agenda Item 19 was taken out of order.

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.

Mayor French said that the City has received an offer on the building at 1037 Boston Post Road for \$3.6 million. City Manager Pickup said the Council has been discussing the long-term ownership of the 1037 Boston Post Road property and when a decision was made that the site would not accommodate an expansion of the Police or Court facility, it was necessary to investigate other alternatives. There are two tracts: (1) a Purchase Agreement that includes a Right of First Refusal; and (2) pursuing a broker who will look into other alternatives. The Council is now looking for community input. No action will be taken at this meeting.

Ted Carroll, Forest Avenue, asked why the Council would consider an offer at such a loss? (The offer is within the range of the appraisal done on the property and the Right of First Refusal allows for a period of time to entertain higher offers), and, why they would consider selling the property in the current real estate market? (The Council has discussed waiting for a higher offer and the risks involved in doing so. There have also been discussions about how long the City can hold the property without a public purpose for the building.) Corporation Counsel Wilson noted that the current lease with Lester's ends at the end of February and they are not interested in a long-term lease. She is concerned that the City purchased the building for a public purpose that no longer seems viable and the City should not hold on to the property without using it for a public purpose. Mr. Carroll said there would be a significant loss associated with the proposed options and suggested the Council should consider broader marketing of the property. There were Council suggestions that it would make sense to further market the building and that prices on commercial properties would never come back to what they had been.

15. Authorization for Landman, Corsi, Ballaine & Ford, P.C. to represent the City on the Article 78 proceeding *Dapolite v. City Manager*
Roll Call.

Corporation Counsel Wilson said that an Article 78 proceeding has been commenced against the City Manager by Andrew Dapolite, which has been discussed by the Council in Executive Session. Since the action is outside the Corporation Counsel's Retainer Agreement and involves outside counsel, it requires Council approval. There was a discussion of whether the same attorney should represent the City and the City Manager. Corporation Counsel Wilson said the action would be similar to the Council authorizing an attorney to represent a City Board where the City is not a separate defendant.

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

RESOLVED that the City Council of the City of Rye hereby authorizes the firm of Landman, Corsi, Ballaine & Ford, P.C. to represent the City Manager in the Article 78 proceeding *Dapolite v. City Manager* at the rate of \$275.00 per hour and not to exceed a total of \$15,000.00.

ROLL CALL:

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

The Resolution was adopted by a 5-1 vote.

Corporation Counsel Wilson said that Louis Corsi, Esq. has met with the attorney for the petitioner in order to ascertain if the matter could be resolved outside of litigating it in the courts. She referred to a proposed resolution to the Article 78 Proceeding that had been circulated to the Council. The only action required by the City Council is to authorize the Corporation Counsel to execute a General Release on behalf of the Council. The City Manager and the petitioner have also agreed to sign General Releases. The settlement includes Mr. Dapolite sending a letter to the City Council and letters being removed from his personnel file. There is no financial consideration involved in the settlement.

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

RESOLVED that the City Council of the City of Rye hereby authorizes Corporation Counsel Kristen Wilson to execute a General Release in connection with the settlement of the Article 78 proceeding *Dapolite v. City Manager*.

ROLL CALL:

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

The Resolution was adopted by a 5-1 vote.

Mayor French noted that the matter had been suspended by the Board of Ethics pending resolution of the Article 78 proceeding. He said he hoped they would now proceed with their deliberations. Corporation Counsel Wilson said that she would advise the Chair of the Board of Ethics.

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.

Mayor French said that these are items that are beyond what is covered in the Agreement with the Corporation Counsel. Corporation Counsel Wilson explained that there were three items involved in the authorization. Two items involve the action *Panetta v. Planning*

Commission, including the appellate brief and oral argument for the appeal of the Article 78 portion of the matter, and the Declaratory Judgment portion of the action which alleges a taking of Mr. Panetta's property. The City is awaiting a coverage determination from its insurance carrier regarding the takings action. The remaining action, *St. Ives Condominium Association v. City of Rye*, stems from a 2007 foreclosure proceeding handled by special counsel, wherein the City foreclosed on a property for non payment of taxes. The Condominium Association has commenced a lawsuit saying they were never notified of that proceeding. A coverage opinion from the insurance carrier is also pending in this matter.

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

RESOLVED that the City Council of the City of Rye hereby authorizes the firm of Harris Beach, PLLC to represent the City in pre-trial motions and settlement discussions in the legal proceedings *Panetta v. Planning Commission* (appeal of Article 78 decision and Declaratory Judgment/Takings claim) and *St. Ives Condominium Association v. City of Rye*, at the rate of \$215.00 per hour.

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

17. Discussion of a resolution amending the voting procedures for the Rye Golf Club Commission

City Manager Pickup said as a result of conversations between the City Council and Rye Golf Club Commission regarding the Council's desire to expand the participation of the club membership in the nominating and voting procedures, the commission would like to replace the paper ballot system of voting with online voting. He said he believe this could be discussed at the workshop with the Golf Commission scheduled for June 27th because the Commission would like to settle on a procedure before the upcoming elections.

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

City Manger Pickup said that when the County passed its current Stormwater update, which includes the City, new drainage areas were created and, in order to determine cost

effective projects and prioritize projects, included in the legislation was a “Reconnaissance Plan” to allow for participation in funding opportunities with the County. The City is a member of LISWIC and there are funds left over from previous work, which would be utilized to have the firm of Malcolm Pirnie begin to prepare the submission, which would enable the City to be in line to receive funding that may become available in future County budgets. Any necessary action would come back to the Council for approval but there is no residential charge involved.

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

Michael Kenny, 19 Everett Street, representing the Rye Police Association, spoke about Police Department manpower issues. He said that manpower was down significantly and the Department is at a “bare bones minimum” that does not allow it to meet the standards that should be set for the community. He asked the Council to review the staffing levels and look at the manpower issues. Members of the Council expressed their gratitude for the good job done by the members of the Police Department and Councilman Jovanovich inquired about the decline in speeding enforcement figures during the time when the department was at full force. Officer Kenny said he did not have an answer to that question because there were many factors that could have contributed to a decline.

Arthur Stampleman, 720 Milton Road, spoke about the issue of bus service to the Milton Point area. He noted that a public hearing had been held in the City by the County where large numbers of people had indicated they wanted bus service extended to Milton Point. In May the Department of Transportation approved a Liberty Lines bus that comes to Rye but not to the Milton Point area. He urged the Council to ask the County to restore the service. *Ted Carroll* said that the County Executive had canceled bus service to Milton Point without notice and respect to the City. Councilwoman Parker read a draft Resolution that she had prepared calling for the County Executive to restore bus service to Milton Point at times that are convenient for commuters. There was a discussion among the members of the Council about the need for a Resolution at this time; the language in the proposed Resolution, and whether several paragraphs should be eliminated.

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

WHEREAS there are commuters, senior citizens, and other Rye residents, and their employees and contractors serving Rye residents, who have utilized bus service south of Playland Parkway in the past and need it restored;

WHEREAS transportation was identified by a Westchester County commission on Senior Citizens as the most pressing need;

WHEREAS public transportation is an accepted aspect of modern life and in any network system, some points have less activity but are needed to feed the network; and

WHEREAS a public hearing in Rye called for restoration of bus service below

Playland Parkway and to go back to a schedule that services the needs of commuters;

BE IT RESOLVED that:

We, the Rye City Council, respectfully call upon County Executive Astorino to restore public transportation in Rye south of Playland Parkway and to Milton Point, covering commuter service and heavily used time periods and bus stops.

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.

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.

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

RESOLVED, that the City Council of the City of Rye hereby approves the request made by the Rye Chamber of Commerce for use of City streets for the Annual Sidewalk Sale to be held on Thursday, July 26 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.

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

WHEREAS, the City has been provided with a letter from the Fire Department identifying six (6) Scott packs as being 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.

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

22. Miscellaneous Communications and Reports

Councilwoman Brett said that she has received complaints from residents regarding noise from the Tiki Bar at Playland. She asked if the Police Department has received an increased number of noise complaints over last year. Mayor French noted that the County had asked the City to notify them regarding noise issues when the lease was expanded. Councilwoman Parker suggested that residents with complaints about Playland could either call her or Playland Advisory Committee Chair Charles Dorn.

23. Old Business

Councilman Sack asked for an update on the Seaside Johnnies and Tiki Bar tax certiorari litigation. Corporation Counsel Wilson reported that both entities commenced Article 7 Tax Certiorari proceedings last year. The Town of Rye and Rye Town Park Commission filed a Motion for Summary Judgment a few weeks ago in connection with the Seaside Johnnies portion. There has been no new activity on behalf of the Tiki Bar and it is going through the normal tax certiorari process.

24. New Business

There was nothing discussed under this agenda item.

25. 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 12:07 a.m.

Respectfully submitted,

Dawn F. Nodarse
City Clerk

DRAFT UNAPPROVED MINUTES of the
Special Meeting of the City Council of the City of
Rye held in City Hall on June 20, 2012 at 7:30 P.M.

PRESENT:

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

ABSENT: None

1. Administration of the Oath of Office to the newly appointed Council member Julie Killian.

City Court Judge Joseph Latwin administered the Oath of Office to new Councilmember Julie Killian. Mayor French congratulated Councilwoman Killian and welcomed her to the Council.

2. Pledge of Allegiance

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

3. Roll Call

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

4. Discussion of an Infrastructure Bond for City improvements

Mayor French said the focus of this meeting was to receive information from the professionals regarding potential projects being considered for inclusion in a Bond Referendum for November so the Council can prioritize projects in order to decide at the July meeting what projects, if any, will be included in a referendum.

- Bowman Avenue Upper Dam Resizing Project

City Manager Pickup said that in late Spring WPS Sells (Sells) had been engaged to get updated information about conditions at the Bowman Avenue Dam and investigate opportunities to resize the Dam to see what impacts it could have on downstream hydrology. The information

being provided is not the final report, as information is still being evaluated. Councilwoman Brett noted that Sells was asked to do the project on an urgent basis and, therefore, they have not had the time they normally would to prepare their report. Presenters included David Weiss of the WPS Sells firm, Allan Estivalet and Bill Broderick of Rizzo Associates and Todd Waldrup of WSP Environment & Energy.

Mr. Weiss provided preliminary results of the Bowman Avenue Upper Pond Resizing Study, the purpose of which was to determine the cost/benefit of expanding the Upper Pond to provide additional flood storage and reduce water surface elevations during downstream flood events. Test data continues to be analyzed and updated. Borings and rock probes were conducted at the site in April in order to determine where bedrock was located and to determine if there was contamination in the soil. Mr. Waldrup discussed the soil and sediment testing program they developed for the pond to determine potential disposal issues related to contamination of excavated soil or sediment. The data collected was compared to the New York State Department of Environmental Conservation (DEC) Unrestricted Use Soil Clean-Up Objectives, which are the most stringent standards in the state. There was nothing abnormal found for the soil and sediment. Mr. Weiss presented two alternatives for the resizing project:

- Alternative 1 - would maximize the upper pond on the north side of the channel without dredging. It would maintain a pool elevation of 39 feet. This would remove 110,000 cubic yards of soil and 20,000 cubic yards of rock. The construction cost is \$9.3 million.
- Alternative 2 – would involve excavating the upper pond on the north side of the channel above the ordinary high water elevation. This would remove 95,000 cubic yards of soil and 13,000 cubic yards of rock. The construction cost is \$7 million.

Mr. Estivalet discussed hydrology aspects of the project. Rizzo Associates was charged with investigating the benefits of resizing the upper pond. They developed two models, a hydrologic model and a hydraulic model for use in analyzing data for the following scenarios:

- A – the conditions as they exist today
- B – the conditions with the installation of the sluice gate
- C – the conditions with the proposed resized pond from Alternative 2
- D – the conditions with the maximized upper pond resizing from Alternative 1
- E – a combination of the resized pond and the sluice gate installation

The new models are more accurate than the one used in a 2008 study, which was based on the 2006 FEMA model, because they included data from the large storms that occurred in 2007 and 2011, which results in higher discharges along the watershed. Mr. Broderick said their models also had higher quality information with regard to topography. The focus of the study was the area between I-287 and I-95. In a 100-year flood event the resizing project could yield a 5 to 6 inch benefit and in combination with the sluice gate, up to 15 inches.

Mr. Weiss said that there would be no greater benefit achieved from Alternative 1 than from Alternative 2. Permits would be needed from Westchester County, New York State DEC, Army Corps of Engineers and the Town/Village of Harrison and Village of Rye Brook. The costs associated with Alternative 2 include: \$7 million construction costs, \$350,000 engineering

costs, and \$150,000 inspection costs. There would also be future maintenance dredging needed costing approximately \$2 to \$2.5 million every 10 years. City Manager Pickup said that in order to qualify for Federal Hazard Mitigation money the resizing project would need to show a benefit of \$20+ million in insurance damage claims. There was a discussion about expanding the study beyond the I-287 and I-95 area in order to consider the cost/benefit of a \$7 million project. Members of the Council indicated that more information was needed in order to make a determination about including this project in a bond referendum this year and a suggestion was made that it could be included in a separate referendum in another year. Mayor French requested that the presenters meet with the Flood Advisory Board in the next week so that the Flood Board can come back to the Council with a recommendation about including the resizing project in the bond referendum by the July 11th Council meeting.

- Police Station Renovations

City Manager Pickup said that since a determination has been made that a new facility will not be built at the 1037 Boston Post Road location, City staff have been working with architect Rex Gedney, of the firm of Crozier Gedney Architects, to find alternatives at the existing facility that would address some of the deficiencies identified in previous reports and come up with cost effective solutions. The principal issue is police and prisoner transport which relates to court security concerns and access concerns. Input has also been received from court personnel. Rex Gedney made a presentation on the proposed plans, which would provide for an enclosed area for prisoner transport, elevators, two secure holding rooms, a multipurpose jury/interview room and storage for the Police Department on the first floor. The construction budget is \$1.2 million but does not include inspection and engineering and design costs. City Court Judge Joseph Latwin said that the City is obligated to provide space for a court, which is a state facility. The Office of Court Administration has the power to order the City to provide space. Those who have been working on the plans tried to come up with a list of essential items that would keep the Court at bay.

- Rye Free Reading Room: Fire Sprinkler and Alarm System, Flood Mitigation and ADA Access and Security Cameras

Kitty Little, Library Director, provided an overview of three projects, presented at previous Council meetings, that the Library would like included in a Bond Referendum. They include: fire sprinklers and safety systems for the 1913 portion of the building (\$127,000); Flood Mitigation and ADA Access projects to prevent water from flowing into the building and provide ADA compliant access at the parking lot level of the building (\$49,000); and installation of 12 Security Cameras (\$23,000). Ms. Little said that the Library does have a capital project budget that is funded if they can identify savings during the year. The funds are usually used as matching funds for grants. Mayor French pointed out that in order for the Library to be included in a City Bond Referendum, the Library would have to provide the City with some service give backs because the City cannot gift the Library with public funds.

City Manager Pickup said that a bonding resolution would talk about street improvements, or pedestrian improvements in various locations, and would not refer to specific

projects. City Planner Christian Miller and City Engineer Ryan Coyne made presentations on the next two topics.

- Central Business District and Post Road Wall Projects

The Central Business District (CBD) projects have been included in the Capital Improvement Plan (CIP) for many years. Improvements in the CBD are a high priority issue. There are issues regarding ADA standards and deficiencies in sidewalks and street infrastructure. The CBD projects suggested include:

- Reconstructing Smith Street, including adding sewer and drainage improvements and making improvements to the Smith Street/Purchase Street and Elm Place/Purchase Street intersections to improve traffic flow and pedestrian safety.
- Replacing the traffic signal at the Theodore Fremd/Purchase/Purdy intersection and adding a dedicated turning lane on Theodore Fremd Avenue.
- Locust Avenue Siphon Replacement – Replace the 4” 100-year old siphon pipes that remove sewage from all of the downtown with larger pipes that will connect with the County trunk line.
- The Post Road wall opposite Purdy Avenue – The wall continues to deteriorate. The City will need to do additional survey work to determine the City right-of-way and the project would involve removal of trees. It is an involved project and would be more expensive than the estimate if the Council wants to extend sidewalks as discussed in a previous meeting due to the large amount of rock.

- Rye Shared Roadways recommended Projects

City Manager Pickup said that most of these projects are enhanced maintenance projects. The \$100,000 suggested for inclusion in a bond, will not make a significant dent in the list of projects, but some of the high priority items dealing with high pedestrian utilization could be included. A suggestion was made to double this amount to use on sidewalk repairs.

- Review of Bond Referendum timeline and financing

City Manager Pickup said there are key questions the Council must address. At the end of 2012 the Kirby Lane sewer project must be finished and the costs allocated and apportioned to the Special Assessment District. The adopted tax cap legislation does not exclude the bond costs for these districts from budget calculations and it will “eat up” what is available under the cap and will impact the 2013 budget. If a bond referendum passes in November, there will be impact on the 2014 budget, which will depend on the amount of a bond.

Mr. Pickup said he must provide direction to Bond Counsel in order for them to produce Bonding Resolutions for at least three items that break down the bond areas by public buildings; roads and pedestrian improvements; and flood or stormwater projects. There would be totals within each Bond Resolution that would be approved at a public hearing. There are time restrictions for getting information to the Board of Elections to get the Referendum on the

November ballot. There was a discussion of what projects might be included under the three categories in a \$5 million bond or lower; if the Council would not want to include all three categories; or if the Council wanted to consider a \$7 Million bond for flooding. Mr. Pickup said he could have three Resolutions drafted for separate public hearings.

5. Adjournment

There being no further business to discuss Councilwoman Brett made a motion, seconded by Councilwoman Killian and unanimously carried, to adjourn the meeting at 11:14 p.m.

Respectfully submitted,

Dawn F. Nodarse
City Clerk

***DRAFT UNAPPROVED INFORMAL
MINUTES*** of the Special Joint Meeting of the Rye
Golf Club Commission and the City Council of the
City of Rye held at Whitby Castle on June 27, 2012 at
7:00 P.M.

PRESENT:

RICHARD FILIPPI (arrived at 7:17 p.m.)
PETER JOVANOVICH
JULIE KILLIAN (arrived at 7:20 p.m.)
CATHERINE F. PARKER
JOSEPH A. SACK
Councilmembers

ABSENT: DOUGLAS FRENCH, Mayor
LAURA BRETT, Councilwoman

Members of the City Council attended the regular monthly meeting of the Rye Golf Club Commission held at Whitby Castle. The meeting was called to order by Richard Verille, Chairman of the Golf Commission.

1. Mid-year Update

Golf Club General Manager Scott Yandrasevich read a report outlining the general operation of the Club, which receives no tax dollar support, but contributes to the City General Fund. Topics covered included:

- Financial – Year to date revenues vs. expenses. The Club began cutting back expenses in April. Revenues are trending up and expenses trending down. Over the past few years there has been a planned use of reserves to balance the budget but it is not advisable to continue the practice in the future.
- Operations – Ten years ago the Commission and Management were directed to elevate the operation of the Club. Some of the changes implemented include: improvements to the facility and golf course; methods of communicating with the membership; full-time city staff has been reduced; and changes have been made to membership categories. The \$300 annual food minimum was introduced to get members to utilize the facility.
- Short-term goals – Determine if the facility will be a club that supports the City without taxpayer support or a recreation facility that is subsidized by the taxpayers. Determine if Interfund Charges paid to the City can be reduced if the Club can purchase the service cheaper.
- Long-term goals – Repair and renovation projects and achieving financial stability.

There was a discussion among the members of the Council and Golf Commission regarding the financial operation of the Club currently and going forward; membership figures; membership communication; affordability vs. club experience; updating the Maximus study; the new food minimum; and extending the budget calendar deadlines for the Club.

Several members of the Club came forward to express their opinions, both favorable and unfavorable, regarding such issues as: the food minimum; term limits for commission members; the benefits of Whitby Castle; membership fees; membership categories; the election process; communication with members; member input in setting policy; keeping the pool open after Labor Day; opportunities for additional revenue; allowing members to bring food to the pool; and utilizing the membership to market the facility.

2. New proposed on-line voting procedure

Manager Yandrasevich outlined a proposed change to the voting procedures for Golf Commission elections developed as a result of concerns expressed about the number of invalid paper ballots received each year. The new voting procedures would involve on-line voting and do away with the paper ballot system currently used. The members of the Golf Commission voted to approve the proposed change, which will be presented to the City Council for approval at their next meeting. If approved by the Council, the change will be implemented for the upcoming election.

3. Adjournment

There being no further business to discuss Chairman Verille adjourned the meeting at 9:12 p.m.

Respectfully submitted,

Dawn F. Nodarse
City Clerk



CITY COUNCIL AGENDA

NO. 6

DEPT.: City Council

DATE: July 11, 2012

CONTACT: Mayor Douglas French

AGENDA ITEM: Mayor's Management Report

FOR THE MEETING OF:

July 11, 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:

- Update on the Sharrows project
- Update on the Central Avenue Bridge and the Old Post Road Bridge
- Summary of the Rye Golf Club Workshop
- Legal Update

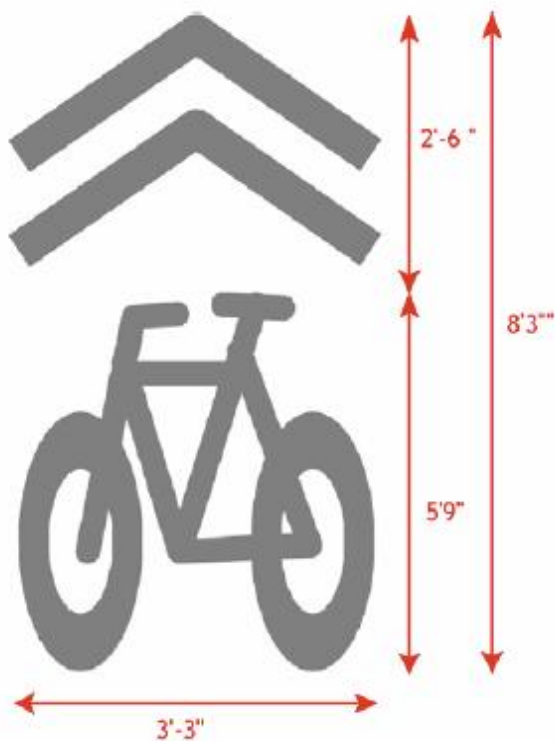
Rye Shared Roadways

Sharrows
Make Rye's streets safer



- *What is a "sharrow"?*

- A "shared-lane marking arrow" or "sharrow" is a painted emblem on the roadway.
- It is intended to encourage the safe co-existence of motorists and cyclists.
- These road markers remind motorists that they are sharing the route with bicyclists.



- Sharrows indicate the preferred path of travel for cyclists (where they should ride in the roadway).
- Sharrows indicate to motorists the possible presence of bike traffic in the roadway.
- Shared lanes are different from bike lanes. Bike lanes are set aside for bicyclists and are marked by a solid white line and a different symbol.
- Sharrows are an effective, flexible and inexpensive alternative to striped bike lanes.

1...



• Use sharrows on roadways when...

- they are crowded and well traveled,
- they have bicycle traffic,
- they are too narrow for a motor vehicle and a bicycle to travel side by side within the same traffic lane,
- bicycle lanes are not possible or feasible, and
- when the posted speed limit is 35 mph or below.
- Sharrows are also effective in traffic circles.



• Studies show that sharrows...



- succeed in reducing the distance between cyclists and motorists,
- succeed in reducing incidences of "dooring" (where the motorist exiting the car opens the door into the path of the cyclist),
- reduce incidences of cyclists riding the wrong way on the road, and
- reduce incidences of bikes riding on sidewalks.

Rye Shared Roadways

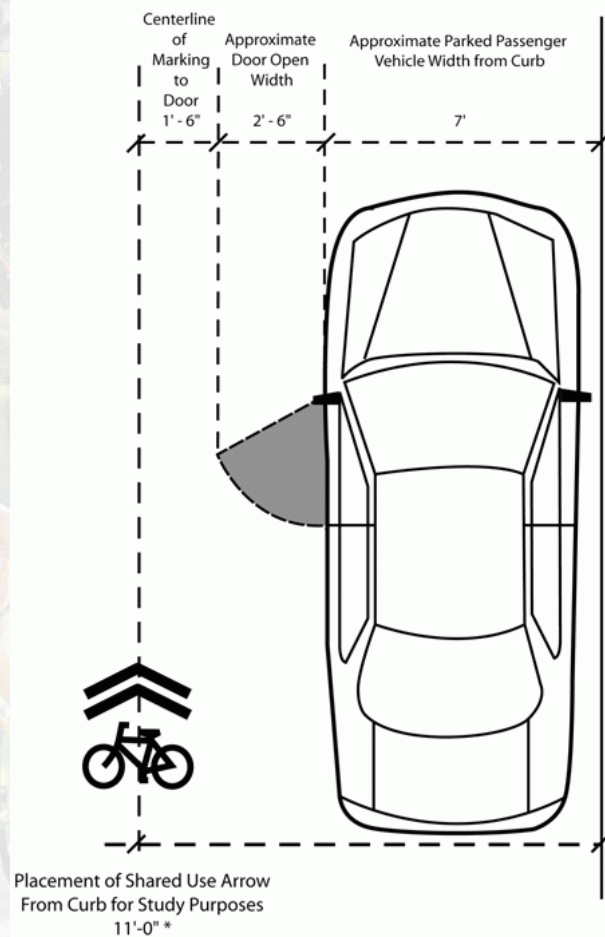
Sharrows

Make Rye's streets safer



• *Benefits*

- Improved safety on the roadways
- Increased awareness that the roadways are shared with non-motorized traffic
- Extremely low cost
- Extremely easy to implement
- Stimulates discussion about biking safety and awareness
- Consistent with Rye's stated interest in improving the safety and enjoyment of pedestrian and biking activities.

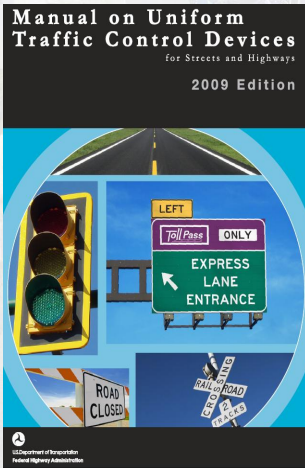


* Selection of this placement is based on the following:
-- Average car door opens to 96" from curb (per DPT field observations),
-- average width of bicycles 2'
-- 6" clearance from door to bicycle handlebar is desired minimum shy distance

• *Next steps*

- Establish trial implementations
- Work with City Council and staff to choose locations
- Educate motorists and cyclists on their meaning and usage





Section 9C.07 Shared Lane Marking *

Option:

The Shared Lane Marking shown in Figure 9C-9 may be used to:

- A. Assist bicyclists with lateral positioning in a shared lane with on-street parallel parking in order to reduce the chance of a bicyclist's impacting the open door of a parked vehicle,
- B. Assist bicyclists with lateral positioning in lanes that are too narrow for a motor vehicle and a bicycle to travel side by side within the same traffic lane,
- C. Alert road users of the lateral location bicyclists are likely to occupy within the traveled way,
- D. Encourage safe passing of bicyclists by motorists, and
- E. Reduce the incidence of wrong-way bicycling.

Guidance:

- The Shared Lane Marking should not be placed on roadways that have a speed limit above 35 mph.

If used in a shared lane with on-street parallel parking, Shared Lane Markings should be placed so that the centers of the markings are at least 11 feet from the face of the curb, or from the edge of the pavement where there is no curb.

If used on a street without on-street parking that has an outside travel lane that is less than 14 feet wide, the centers of the Shared Lane Markings should be at least 4 feet from the face of the curb, or from the edge of the pavement where there is no curb.

If used, the Shared Lane Marking should be placed immediately after an intersection and spaced at intervals not greater than 250 feet thereafter.

Option:

Section 9B.06 describes a Bicycles May Use Full Lane sign that may be used in addition to or instead of the Shared Lane Marking to inform road users that bicyclists might occupy the travel lane.



RYE GOLF CLUB COMMISSION MEETING

Wednesday, June 27, 2012
Workshop/Meeting

Board Room (Whitby Castle)

7:00 PM

- I. Roll Call
- II. Meeting called to order
- III. New business
 - a. Mid-year update from Golf Club including:
 1. Financial summary
 2. Operations
 3. Long-Term
- IV. Old business
 - a. Governance Resolution
 1. Change in voting procedure
 - b. Discussion of annual meeting
- V. Members wishing to be heard on non-agenda items
- VI. Adjourn
 - a. Next meeting July 25, 2012

Rye Golf Club Mid-Year Update 6/27/12

Introduction

Rye Golf Club is a City owned *membership* club. In 1965, the City of Rye purchased the 127-acre Country Club as a recreation facility. In the 80's, to take the burden off the taxpayer the model changed and it became an Enterprise Fund as it is operated today. The Golf Club Enterprise Fund is responsible for all costs and then some associated with the operation of the club. These costs include operations, maintenance, debt service, capital improvements, retiree benefits and administrative fees charged to it by the City's General Fund.

It is important to remember that **no tax dollars** fund the club. In fact, the club contributes to the city's general fund to help offset city taxes.

The club is a small community in itself with over 1,350 memberships and servicing close to 4,000 members all with their own ideas and needs. We constantly change and adapt to these needs while making decisions based on the overall good of the club.

Management of Rye Golf Club is the responsibility of the Club's General Manager. A nine-member member elected Commission represents the membership. This advisory board makes recommendations, adopts rules, disciplines members and review and approve annual budgets. The Board convenes at **open meetings** as posted.

The club has been criticized over the years for some of the decisions and communication. Communication methods include; noticed monthly meetings open to the members, the club website, email blasts, posted minutes online and hardcopy at the club, membership application and letter, digital and regular bulletin boards and a detailed member handbook. Rye Golf Club is an annual membership club. Members do not have personal investment in the club and can choose on an annual basis whether to join or not. This means that membership numbers fluctuate from year to year and budgeting becomes increasingly difficult when you don't know what the membership base will be. The decisions with the greatest impact are obviously budget related, for example annual dues and the new annual \$300 food minimum. The budget process at the club gets started very early. The budget is approved by the commission and submitted to the city finance department at the end of August and approved by the city council in December. This leaves very little time for change or marketing for the upcoming season.

As previously mentioned Rye Golf Club is an annual membership. There are no large bonds or initiation fees as found at other clubs. The **annual** renewal application is sent out by mail to every member. Since this application needs to be **reviewed and signed** and is one of the only correspondences sent by mail this is the best opportunity to communicate change. The application also details the renewal process, required documentation, fee schedule and other pertinent information. The application is accompanied by a letter outlining changes and additional information to assist in the renewal decision making process.

As noted on the application; "I certify that all statements and entries made on this application form and any documents submitted in support thereof are true. I certify that all members listed on this application have read and/or understand the current Member Handbook (available on club website or hard copy at the membership office) and agree to act in strict accordance with the rules and policies set forth by the Club including any revisions made thereto...". So by signing and submitting the application each member is aware of the policies and procedures.

Again, this correspondence is the best way to communicate change since each member has the opportunity to review prior to making his or her choice to renew for the upcoming year. For this reason, financial or other major changes are not implemented during a current membership year.

As an elected body not unlike the city council, the commission is elected to make decisions. Not all decisions are popular with all members but popular or not these decisions need to be made on

a timely basis to meet timelines set forth. The commission and management take this task very seriously and consider many things when faced with tough decisions. Options are explored viewpoints are discussed but ultimately decisions are made for the best of the club and not based on personal agendas.

Financial summary

The budget is a planning document and is ever changing from the day it is adopted. Expense numbers are budgeted to accomplish all of the projects, maintenance, staffing etc. but realizing the expenses are controlled by revenues. The club is managed to the revenue and every effort is made to accomplish the end result. Regardless what is budgeted, the end result is to break even.

Year to Date

- ◆ With anticipation, expense cutbacks started in April
- ◆ YTD numbers include prorated depreciation and interfund charges, that have not been posted by finance as of yet
- ◆ Overall revenues inclusive of membership dues are \$5,000 less than 2011
- ◆ While each individual revenue source other than dues are neutral or greater than 2011
- ◆ Overall expenses are down \$352,000 YTD
- ◆ YTD food & beverage revenue is up \$82,000 while expenses are down \$104,000
- ◆ Revenues are all trending ups and expenses trending down which is all positive. But the key is membership numbers.

	<u>2011 YTD</u>	<u>2012 YTD</u>
<u>Club</u>		
Revenue	\$ 4,757,439	\$ 4,752,767
Expense	\$(3,264,098)	\$(2,911,680)
	<u>2011</u>	<u>2012</u>
	<u>YTD 6/30/11</u>	<u>YTD 6/19/12</u>
<u>Admin</u>		
Revenue	30,794	31,253
Expense	(668,772)	(514,113)
<u>Golf</u>		
Revenue		
Membership	2,754,338	2,773,559
Cart/guest	193,699	200,782
Expense	(1,320,318)	(1,303,168)
<u>Pool</u>		
Revenue		
Membership	1,158,506	1,052,912
Guest/lessons	17,752	11,118
Expense	(420,226)	(384,717)
<u>Whitby</u>		
Revenue		
Catering	396,732	450,874
Restaurant	156,288	177,617
Snack bar	48,089	54,652
Expense	(814,291)	(709,682)

Projected 2012

- ◆ Over the past few years and again this year, the planned use of reserves/fund balance was used to balance budget. This practice is no longer advisable in the future.
- ◆ Excessive expenditure cuts are necessary but not sustainable.
- ◆ With projected increases in food and beverage, golf and pool revenue other than dues, the projected year-end loss is \$277,000. Given the services provided and member expectations, this is a lofty goal. Every effort will be made to meet these projections

Projected Year End 2012

Revenue	\$ 6,296,496
Expenses	<u>\$(6,573,908)</u>
Loss	\$ (277,412)

Operations

Ten years ago the City Manager gave the Commission and Management a direction. That direction was to elevate the level of the club and provide a better quality product and services. The club has worked hard to achieve those goals. If that direction is to be changed, then that change needs to be discussed and communicated to us.

- ◆ Multiple improvements and deferred maintenance have been completed throughout the facility.
- ◆ Increased use of environmentally sensitive organic alternatives to traditional pesticides and fertilizers.
- ◆ Along with email and the club website a new video bulletin board system has been added for increased member communication.
- ◆ In response to some concerns regarding voter participation an updated online platform is being considered.
- ◆ The castle has increased both catering and restaurant sales.
 - The all you can eat Sunday brunch buffet (member price \$19/\$10) \$37 for non-member and the all you can eat Sunday night BBQ Priced at \$21/\$12 for members, have been a big hit.
 - The Sunday brunch and BBQ has already serviced 1,992 guests, 60% of which were members.
 - In response to some member suggestions the snack bar menu has changed to offer some additional healthy choices. With the variety offered it does slow down service but hopefully fulfilling the requests. Hamburgers, hotdogs and fried foods are still the biggest seller by far.
- ◆ The \$300 annual food minimum was to get members engaged and use the facilities and help support the club as a whole.
- ◆ Full-time city staff has been reduced from thirteen to eight and that number is anticipated to decrease again next year.
- ◆ Current number of memberships is 1,370 which are YTD 6% behind last year. However usage is equal or better.
 - Membership trend, prior to 2008 were on the increase and as the economy took a turn so did membership in 2006 there were 1,536 total memberships compared to 2011 at 1,461. 2008 being the high at 1,613.
- ◆ New House membership took place of Social membership. New category provided more access.
- ◆ Market trends and market values, user groups and user fees have been terms thrown around in the last few years. We need to evaluate our competitors and also look at within to determine market value.
- ◆ Once again membership is the key element.

Current membership numbers

	YTD <u>6/22/12</u>	2011 <u>Actual</u>	<u>Var.</u>
<u>Resident</u>			
Comprehensive	222	246	(24)
Individual Daily Golf	129	130	(1)
Individual Wkday Golf	75	76	(1)
Family Pool	412	472	(60)
Individual Pool	62	76	(14)
Pool for 2	16	21	(5)
House	<u>32</u>	<u>28</u>	<u>4</u>
	948	1049	(101)
<u>Non-Resident</u>			
Comprehensive	53	49	4
Individual Daily Golf	89	96	(7)
Individual Wkday Golf	73	76	(3)
Family Pool	111	108	3
Individual Pool	37	41	(4)
Pool for 2	18	21	(3)
House	<u>41</u>	<u>21</u>	<u>20</u>
	<u>422</u>	<u>412</u>	<u>10</u>
Total	1,370	1,461	(91)

YTD to 2011 Year-end (6%)

Membership Trends

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Resident</u>						
Comprehensive	270	286	300	261	246	246
Individual Daily Golf	199	190	176	147	157	130
Individual Wkday Golf	90	100	81	86	78	76
Family Pool	412	436	441	436	464	472
Individual Pool	55	68	72	64	72	76
Pool for 2	52	36	27	18	21	21
House/Social				14	24	28
	1078	1116	1097	1026	1062	1049
<u>Non-Resident</u>						
Comprehensive	34	75	80	57	57	49
Individual Daily Golf	69	95	96	97	86	96
Individual Wkday Golf	137	81	102	79	81	76
Family Pool	161	184	177	149	124	108
Individual Pool	36	36	38	46	46	41
Pool for 2	21	16	23	24	21	21
House/Social				25	22	21
	<u>458</u>	<u>487</u>	<u>516</u>	<u>477</u>	<u>437</u>	<u>412</u>
Total	1536	1603	1613	1503	1499	1461

Fee Schedule Trend

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Resident</u>							
Comprehensive	3,585	3,693	3,841	3,994	3,994	4,112	4,500
Individual Daily Golf	2,440	2,513	2,614	2,718	2,718	2,798	3,100
Individual Wkday Golf	1,642	1,690	1,758	1,646	1,646	1,694	1,900
Family Pool	1,150	1,185	1,232	1,281	1,281	1,319	1,450
Individual Pool	589	606	630	655	655	674	750

Pool for 2	936	963	1,002	1,042	1,042	1,073	1,180
House/Social		400	75	78	78	80	250

Non-Resident

Comprehensive	7,169	7,313	7,605	7,908	7,908	8,141	8,000
Individual Daily Golf	4,879	4,978	5,177	5,384	5,384	5,542	5,600
Individual Wkday Golf	3,283	3,349	3,483	3,260	3,260	3,356	3,400
Family Pool	2,300	2,351	2,445	2,543	2,543	2,618	2,500
Individual Pool	1,177	1,201	1,249	1,299	1,299	1,337	1,200
Pool for 2	1,873	1,910	1,986	2,065	2,065	2,126	2,200
House/Social		400	250	260	260	267	250

Items of interest

- ◆ Bonds are through the year 2018.
- ◆ The Enterprise Funds are the only funds required fund OPEB. City General fund does not, \$133,000.
 - **Other Post-Employment Benefits (OPEB).** Post-employment benefits provided by an employer to plan participants, beneficiaries, and covered dependents through a plan or other arrangement that is separate from a plan to provide retirement income. OPEB also include post employment health care benefits provided through a public employee retirement system or pension plan. In addition to postemployment health care benefits (such as illness, dental, vision, and hearing), OPEB may include, for example, life insurance, disability income, tuition assistance, legal services, and other assistance programs. [SGAS 12]

Obligations to the city before we even opened the doors on January 1, 2012

Bond Interest Payment	\$ 107,895	
Depreciation (Bond Principal Payment)	\$ 383,740	
Interfund Charges to City (General & Risk)	\$ 471,560	
Auditing Fee charged by City	\$ 10,825	
County Tax on land	\$ 12,654	
OPEB	\$ 133,545	
Workers Comp	\$ 26,179	
Retirement	\$ 109,730	
Full-time City Employee Salaries	\$ 588,874	
Payroll taxes and benefits	\$ 63,020 *	*FICA \$ 44,754
Retiree Medicare	\$ 13,097	Life Ins. \$ 946
Retiree Hospitalization	\$ 138,045	Disability \$ 225
Hospitalization	\$ 129,954	Medical \$ 7,185
	\$ 2,189,118	Dental \$ 7,798
		Vision \$ 2,112

If this number was spread evenly to every current full membership (excluding house), the base cost of membership before open the door on New Year's Day would be \$1,687. That is \$237 dollars more then the current resident family pool rate.

Short-Term

- ◆ We cannot rely on reserves/fund balance to balance budget.
- ◆ We need to decide what type of facility we are going to be.
 - a club that supports the city without taxpayer support or funding; or
 - a recreation facility that is subsidized by the city taxpayer.
- ◆ Breakdown of Interfund Charges of \$471,560 paid to the city's general fund. If we can get a service cheaper, why can't this number be adjusted?
- ◆ Explanation of non-resident surcharge that is paid directly to the city's general fund.

- ◆ Explanation on why the Golf Club fund needs to fund OPEB when the city is not required to.
- ◆ Financial sustainability

Long-Term

- ◆ Rebuilding the pool complex
- ◆ Major repair to the historic two story window in back of the castle that was never done
- ◆ Rebuilding and renovating of locker room facilities, both pool and golf
- ◆ Financial sustainability

Conclusion

For the past several years, the message has been that the current business model and existing membership structure will not be sustainable in the future. This message has not changed. Although the current model has been successful, with the operational restrictions such as multiple membership categories, dues structure, public access, increased city financial demands and external influences to name a few, it is becoming increasingly difficult. Operating a self-sustaining enterprise fund is in many ways like private business but we are not able to truly operate as a supply and demand business.

Although there are some that are opposed to any change, change is what keeps us moving forward and without change the club will not survive.

It has been mentioned the club and/or castle should not be on the "taxpayers nickel". The castle is part of the club experience and the club as a whole is **not** funded on the taxpayer nickel. Albeit we serve the community we are not the city pool or golf course, we are a **membership club** owned by the City that operates as a self-supporting enterprise fund and puts **no financial burden** on the taxpayer. The club is funded solely by user fees and revenue generated by club activities. The golf club is not asked to recover 40 or 50% of its cost, it is not even asked to recover 100% of its cost, in fact, the club is required to cover over 100% of its costs and contributes back into the city's general fund to actually help subsidize the city taxes.

It is supposed to be business as usual but unfortunately usual is different.

Instead of trying to breakdown or criticize the club that supports the community, how about supporting the club both privately and publicly. Encourage change and more people to join. There will always be issues or complaints as well as compliments but those issues, complaints and compliments are best directed to those that have the daily influence, the commission and staff. The Commission meets at regularly posted meetings in which members are always welcome to attend. In addition, an annual membership meeting is going to be scheduled and you may always contact me directly by phone, email or in person. I am also going to schedule a few coffee with the manager sessions for members to sit and chat.

Rye Golf Club is something special and the commission and staff is dedicated to its success. We are confident in the year to come we can formulate a plan to ensure continued success in the years to come.



CITY COUNCIL AGENDA

NO. 7

DEPT.: City Manager

DATE: July 11, 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:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: Timeline for a 2012 Bond Referendum:

July 11, 2012 – close Public Hearing and adopt the Bond 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. 8

DEPT.: City Manager

DATE: July 11, 2012

CONTACT: Scott Pickup, City Manager

ACTION: Consideration to set a Public Hearing for August 8, 2012 to adopt bond resolutions for the November, 2012 Bond Referendum for capital projects.

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

A Public Hearing will be held to adopt bond resolutions for the capital projects to be included in the November, 2012 Bond Referendum.

See attached Bond Resolutions and Ballot Propositions.



Joseph S. Fazzino, Jr.
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Fax: (914) 967-7370
E-mail: jfazzino@ryeny.gov
<http://www.ryeny.gov>

CITY OF RYE
Department of Finance

TO: Mayor & Council

FROM: Joe Fazzino, Interim Comptroller

DATE: July 6, 2012

RE: 2012 Bond Resolutions

Attached please find drafts of two serial bond resolutions authorizing the financing of the acquisition of public buildings and the reconstruction and improvements to City streets. The bond resolutions require approval by 5 council members and are subject to mandatory referendum.

Also attached are the mandatory referendum materials (ballot proposition and abstract) for the next general City election to take place on November 6, 2012.

Please contact me with any questions.

Thank you

Joe Fazzino
Interim Comptroller

Bond Resolution

Acquisition, Construction and Reconstruction of Public Buildings

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

(Acquisition, Construction and Reconstruction of Public Buildings)

A _____ meeting of the City Council of the City of Rye, located in the County of Westchester, New York, was held at _____, in Rye, New York, on _____, 2012 at ____ o'clock, __M., at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Member _____ moved the adoption of the following resolution. The motion was seconded by Member _____. The City Council was polled. The motion was adopted by a vote of affirmative votes (being at least five members of the voting strength of the City Council) and negative votes and ____ absent votes.

BOND RESOLUTION, DATED _____, 2012, AUTHORIZING THE ISSUANCE OF UP TO \$1,500,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF RYE, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE ACQUISITION CONSTRUCTION AND RECONSTRUCTION OF PUBLIC BUILDINGS IN AND FOR THE CITY.

WHEREAS, the City Council of the City of Rye (the “City”), located in County of Westchester, in the State of New York (the “State”), has determined that it is in the public interest of the City to finance the costs of the acquisition, construction and reconstruction of public buildings, as set forth hereinabove, at a cost of up to \$1,500,000, including preliminary costs, all in accordance with the Local Finance Law; and

WHEREAS, the City Council has determined that it is in the public interest of the City to require the operation of this bond resolution to be approved by the qualified electors of the City, notwithstanding any other the legal requirements of the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rye, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City in the aggregate principal amount of up to \$1,500,000, pursuant to the Local Finance Law, in order to finance the cost of the specific object or purpose hereinafter described.

Section 2. The specific object or purpose to be financed by the issuance of such serial bonds is the acquisition, construction and reconstruction of public buildings, including applicable preliminary and incidental costs in connection therewith (the “Project”).

Section 3. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project is not to exceed \$1,500,000, (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the \$1,500,000 proceeds of the serial bonds or

bond anticipation notes authorized herein, and (d) the maturity of the obligations authorized herein will be in excess of five (5) years.

Section 4. It is hereby determined that the Project referred to in Section 2 hereof is a specific object or purpose described in paragraph 12(a)(1) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of the Project is twenty-five (25) years. The serial bonds in the principal amount of up to \$1,500,000 authorized herein shall have a maximum maturity of twenty-five (25) years computed from the earlier of (a) the date of such serial bonds, or (b) the date of the first bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 5. Subject to the terms and conditions of this Resolution and the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00, 56.00 and 60.00, inclusive, of the Local Finance Law, the power to authorize bond anticipation notes in anticipation of the issuance of the serial bonds authorized by this Resolution and the renewal of such bond anticipation notes and the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes authorized by this Resolution, and the power to issue, sell and deliver such serial bonds and bond anticipation notes are hereby delegated to the City Comptroller (or Acting City Comptroller), as the chief fiscal officer of the City. The City Comptroller is hereby authorized to execute on behalf of the City all serial bonds issued pursuant to this Resolution and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to affix the seal of the City to all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the facsimile signature of the City Comptroller.

Section 6. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this Resolution as the same shall become due.

Section 7. When and if this Resolution takes effect following the approval thereof by the qualified voters of the City at the next general City election to be held on November 6, 2012, the City Clerk shall cause the same to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in the, a newspaper having a general circulation in the City. The validity of the serial bonds authorized by this Resolution and of bond anticipation notes issued in anticipation of the sale of such serial bonds may be contested only if such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or the provisions of law which should be complied with as of the date of the publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or if such obligations are authorized in violation of the provisions of the Constitution of the State.

Section 8. Prior to the issuance of obligations authorized to be issued by this bond resolution, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the City Council of the City will re-adopt, amend or modify this bond resolution prior to the issuance of obligations authorized to be issued herein upon the advice of

bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 9. The City hereby declares its intention to issue the obligations authorized herein to finance the cost of the Project. The City covenants for the benefit of the holders of the obligations authorized herein that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the facilities financed with the proceeds of such obligations which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code"), (except for the alternative minimum tax imposed on corporations by section 55 of the Code and except for the environmental tax imposed on corporations by section 59A of the Code) or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or any facilities financed thereby if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the alternative minimum tax imposed on corporations by section 55 of the Code and except for the environmental tax imposed on corporations by section 59A of the Code) or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the bonds or any other provisions hereof until the date which is 60 days after the final maturity date or earlier prior redemption date thereof.

Section 10. For the benefit of the holders and beneficial owners from time to time of the bonds and bond anticipation notes authorized pursuant to this Resolution (the "obligations"), the City agrees, in accordance with and as an obligated person with respect to the obligations, under

Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934 (the “Rule”), to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Comptroller is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations in accordance with the Rule, with any changes or amendments that are not inconsistent with this resolution and not substantially adverse to the City and that are approved by the City Comptroller on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed, collectively, by this paragraph and the Commitment, shall be the City’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Comptroller is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Comptroller shall consult with, as appropriate, the Corporation Council and bond counsel or other qualified independent special counsel to the City. The City Comptroller acting in the name and on behalf of the City, shall be

entitled to rely upon any legal advice provided by the Corporation Council or such bond counsel or other special counsel in determining whether a filing should be made.

Section 11. The City by motion of the City Council, notwithstanding any provision of the City Charter, hereby submits this Resolution for approval by the qualified electors of the City at the next general election City election to be held on November 6, 2012.

Section 12. The following shall constitute the language of the ballot proposition and the City Clerk is hereby authorized and directed to provide in a timely manner a certified copy of such ballot proposition to the Westchester County Board of Elections pursuant to the applicable provisions of the Election Law to insure that such proposition is placed on the ballot for such electors of the City at such general City election:

PROPOSITION

“SHALL THE QUALIFIED ELECTORS OF THE CITY OF RYE, WESTCHESTER COUNTY, APPROVE A BOND RESOLUTION ADOPTED BY THE CITY COUNCIL OF SAID CITY ON _____ AUTHORIZING THE ISSUANCE OF \$1,500,000 SERIAL BONDS OF THE CITY OF RYE TO FINANCE THE ACQUISITION, CONSTRUCTION AND RECONSTRUCTION OF PUBLIC BUILDINGS IN AND FOR THE CITY?”

Section 13. The effectiveness of this Resolution is subject to the approval by the qualified electors of the City at the next general City election.

I, **Dawn F. Nodarse**, Clerk of the City of Rye, located in Westchester County, New York,

HEREBY CERTIFY as follows:

1. A _____ meeting of the City Council of the City of Rye was duly held on _____, 2012, and minutes of such meeting have been duly recorded in Volume ____, pgs. ____ to ____, of the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of the City Council of the City of Rye.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Rye, this __ day of _____, 2012.

(SEAL)

Dawn F. Nodarse
City Clerk

Bond Resolution

Construction, Reconstruction and Improvements to City Streets

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

(Construction, Reconstruction and Improvements to City Streets)

A _____ meeting of the City Council of the City of Rye, located in the County of Westchester, New York, was held at _____, in Rye, New York, on _____, 2012 at ____ o'clock, __.M., at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Member _____ moved the adoption of the following resolution. The motion was seconded by Member _____. The City Council was polled. The motion was adopted by a vote of affirmative votes (being at least five members of the voting strength of the City Council) and negative votes and ____ absent votes.

BOND RESOLUTION, DATED _____, 2012, AUTHORIZING THE ISSUANCE OF UP TO \$3,500,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF RYE, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENTS TO CITY STREETS.

WHEREAS, the City Council of the City of Rye (the “City”), located in County of Westchester, in the State of New York (the “State”), has determined that it is in the public interest of the City to finance the costs of the construction, reconstruction and improvements to City streets, as set forth hereinabove, at a cost of up to \$3,500,000, including preliminary costs, all in accordance with the Local Finance Law; and

WHEREAS, the City Council has determined that it is in the public interest of the City to require the operation of this bond resolution to be approved by the qualified electors of the City, notwithstanding any other the legal requirements of the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rye, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City in the aggregate principal amount of up to \$3,500,000, pursuant to the Local Finance Law, in order to finance the cost of the specific object or purpose hereinafter described.

Section 2. The specific object or purpose to be financed by the issuance of such serial bonds is the construction, reconstruction and improvements to City streets, including applicable preliminary and incidental costs in connection therewith (the “Project”).

Section 3. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project is not to exceed \$3,500,000, (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the \$3,500,000 proceeds of the serial bonds or

bond anticipation notes authorized herein, and (d) the maturity of the obligations authorized herein will be in excess of five (5) years.

Section 4. It is hereby determined that the Project referred to in Section 2 hereof is a specific object or purpose described in paragraph 20 of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of the Project is fifteen (15) years. The serial bonds in the principal amount of up to \$3,500,000 authorized herein shall have a maximum maturity of fifteen (15) years computed from the earlier of (a) the date of such serial bonds, or (b) the date of the first bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 5. Subject to the terms and conditions of this Resolution and the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00, 56.00 and 60.00, inclusive, of the Local Finance Law, the power to authorize bond anticipation notes in anticipation of the issuance of the serial bonds authorized by this Resolution and the renewal of such bond anticipation notes and the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes authorized by this Resolution, and the power to issue, sell and deliver such serial bonds and bond anticipation notes are hereby delegated to the City Comptroller (or Acting City Comptroller), as the chief fiscal officer of the City. The City Comptroller is hereby authorized to execute on behalf of the City all serial bonds issued pursuant to this Resolution and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to affix the seal of the City to all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the facsimile signature of the City Comptroller.

Section 6. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this Resolution as the same shall become due.

Section 7. When and if this Resolution takes effect following the approval thereof by the qualified voters of the City at the next general City election to be held on November 6, 2012, the City Clerk shall cause the same to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in the, a newspaper having a general circulation in the City. The validity of the serial bonds authorized by this Resolution and of bond anticipation notes issued in anticipation of the sale of such serial bonds may be contested only if such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or the provisions of law which should be complied with as of the date of the publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or if such obligations are authorized in violation of the provisions of the Constitution of the State.

Section 8. Prior to the issuance of obligations authorized to be issued by this bond resolution, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the City Council of the City will re-adopt, amend or modify this bond resolution prior to the issuance of obligations authorized to be issued herein upon the advice of

bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 9. The City hereby declares its intention to issue the obligations authorized herein to finance the cost of the Project. The City covenants for the benefit of the holders of the obligations authorized herein that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the facilities financed with the proceeds of such obligations which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code"), (except for the alternative minimum tax imposed on corporations by section 55 of the Code and except for the environmental tax imposed on corporations by section 59A of the Code) or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or any facilities financed thereby if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the alternative minimum tax imposed on corporations by section 55 of the Code and except for the environmental tax imposed on corporations by section 59A of the Code) or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the bonds or any other provisions hereof until the date which is 60 days after the final maturity date or earlier prior redemption date thereof.

Section 10. For the benefit of the holders and beneficial owners from time to time of the bonds and bond anticipation notes authorized pursuant to this Resolution (the "obligations"), the City agrees, in accordance with and as an obligated person with respect to the obligations, under

Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934 (the “Rule”), to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Comptroller is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations in accordance with the Rule, with any changes or amendments that are not inconsistent with this resolution and not substantially adverse to the City and that are approved by the City Comptroller on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed, collectively, by this paragraph and the Commitment, shall be the City’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Comptroller is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Comptroller shall consult with, as appropriate, the Corporation Council and bond counsel or other qualified independent special counsel to the City. The City Comptroller acting in the name and on behalf of the City, shall be

entitled to rely upon any legal advice provided by the Corporation Council or such bond counsel or other special counsel in determining whether a filing should be made.

Section 11. The City by motion of the City Council, notwithstanding any provision of the City Charter, hereby submits this Resolution, for approval by the qualified electors of the City at the next general City election to be held on November 6, 2012.

Section 12. The following shall constitute the language of the ballot proposition and the City Clerk is hereby authorized and directed to provide in a timely manner a certified copy of such ballot proposition to the Westchester County Board of Elections pursuant to the applicable provisions of the Election Law to insure that such proposition is placed on the ballot for such electors of the City at such general City election:

PROPOSITION

“SHALL THE QUALIFIED ELECTORS OF THE CITY OF RYE, WESTCHESTER COUNTY, APPROVE A BOND RESOLUTION ADOPTED BY THE CITY COUNCIL OF SAID CITY ON _____ AUTHORIZING THE ISSUANCE OF \$3,500,000 SERIAL BONDS OF THE CITY OF RYE TO FINANCE THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENTS TO CITY STREETS IN AND FOR THE CITY?”

Section 13. The effectiveness of this Resolution is subject to the approval by the qualified electors of the City at the next general City election.

I, **Dawn F. Nodarse**, Clerk of the City of Rye, located in Westchester County, New York,

HEREBY CERTIFY as follows:

1. A _____ meeting of the City Council of the City of Rye was duly held on _____, 2012, and minutes of such meeting have been duly recorded in Volume ____, pgs. ____ to ____, of the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of the City Council of the City of Rye.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Rye, this __ day of _____, 2012.

(SEAL)

Dawn F. Nodarse
City Clerk

Ballot Proposition

Acquisition, Construction and Reconstruction of Public Buildings

(212) 872-9862

July 6, 2012

VIA EMAIL

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

Re: City of Rye, New York
Ballot Proposition-\$1,500,000 Serial Bond Resolution acquisition,
construction and reconstruction of public buildings

Dear Joe:

Enclosed please find the following:

1. Resolution of the City Council calling an election and approving the form of ballot proposition.
2. Certification of ballot proposition and statement of form of proposition.
3. Abstract of bond resolution (we will advise you as to the number of copies of the abstract and resolution to send to the Westchester County Board of Elections).
4. Suggested cover letter to send to the Board of Elections.

Joseph S. Fazzino Jr.
July 6, 2012
Page 2

We suggest that you attach a certified copy of the bond resolution to the abstract. These materials must be filed with the Westchester County Board of Elections no later than thirty-six days (Monday October 1, 2012) prior to the date of the election (Tuesday November 6, 2012). Please call me if you have any questions.

Very truly yours,

Lauren M. Trialonas

Cc: Kenneth W. Bond
Enclosures

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RYE,
NEW YORK, SUBMITTING THE APPROVAL OF A BOND
RESOLUTION TO THE QUALIFIED VOTERS OF SAID CITY,
APPROVING THE FORM OF BALLOT PROPOSITION, AND
DIRECTING THE CLERK OF SAID CITY TO PROVIDE A
CERTIFIED COPY OF SAID PROPOSITION TO THE BOARD
OF ELECTIONS.

WHEREAS, the City Council of the City of Rye, New York (herein, the "City Council" and the "City"), located in the County of Westchester, State of New York, on _____, 2012 adopted a serial bond resolution in the manner required by Section 33.00 of the Local Finance Law which authorizes \$1,500,000 of the City's general obligation serial bonds and bond anticipation notes to be issued to finance the acquisition, construction and reconstruction of public buildings in and for the City (the "Resolution"); and

WHEREAS, the effectiveness of the Resolution was made subject to a mandatory referendum pursuant, where applicable, to the provisions of the City Charter; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rye, as follows:

1. An election of the qualified voters of the City shall be held on the date of the next general election (November 6, 2012).

2. The form of the ballot proposition shall be in the following language:

"SHALL THE QUALIFIED ELECTORS OF THE CITY OF RYE,
WESTCHESTER COUNTY, APPROVE A BOND RESOLUTION
ADOPTED BY THE CITY COUNCIL OF SAID CITY ON
_____ AUTHORIZING THE ISSUANCE OF \$1,500,000
SERIAL BONDS OF THE CITY OF RYE TO FINANCE THE
ACQUISITION, CONSTRUCTION AND RECONSTRUCTION
OF PUBLIC BUILDINGS IN AND FOR THE CITY?"

3. The City Clerk is hereby authorized and directed to provide in a timely manner, but in event later than October 1, 2012, a certified copy of the foregoing ballot proposition and abstract thereof to the Westchester County Board of Elections pursuant to the applicable provisions of the Election Law to insure that such proposition is placed on the ballot for such electors of the City at such general election.

4. This resolution shall take effect immediately upon its adoption by the City Council.

* * * * *

Member _____ moved the adoption of the foregoing resolution. The motion was seconded by Member _____. The City Council was polled. The motion was adopted by a vote of _____ affirmative votes (at least 5 votes) and _____ negative votes and _____ absent votes.

[cover letter]

_____, 2012

Board of Elections
134 Court Street
White Plains, New York 10601

Re: City of Rye, New York
Ballot Proposition for Approval or
Disapproval of \$1,500,000 Bond Resolution

Dear Commissioners:

In compliance with the Election Law, and particularly Section 4-108 thereof, I hereby deliver and transmit to you the following:

1. A certified copy of the text of the proposition in substantially the form adopted by the City Council of the City of Rye on _____, 2012.
2. A statement of the form of such proposition to be submitted to the qualified voters of said City, which statement is contained in my said certification.
3. [100] copies of an abstract of such proposition concisely stating the purpose and effect thereof and summarizing the material provisions of the bond resolution, together with a certified copy of such bond resolution and a certified copy of such resolution calling an election.

Should you require anything further, please advise.

Sincerely,

Dawn F. Nodarse
City Clerk

**CITY OF RYE
PROPOSITION**

“SHALL THE QUALIFIED ELECTORS OF THE CITY OF RYE, WESTCHESTER COUNTY, APPROVE A BOND RESOLUTION ADOPTED BY THE CITY COUNCIL OF SAID CITY ON _____, 2012 AUTHORIZING THE ISSUANCE OF \$1,500,000 SERIAL BONDS OF THE CITY OF RYE TO FINANCE THE ACQUISITION, CONSTRUCTION AND RECONSTRUCTION OF PUBLIC BUILDINGS IN AND FOR THE CITY?”

YES

NO

CERTIFICATION

I, **Dawn F. Nodarse**, Clerk of the City of Rye, located in Westchester County, New York, **HEREBY CERTIFY** as follows:

1. The foregoing language is a true and correct copy of the text in substantially the form adopted by the City Council of the City of Rye at a special meeting held on _____, 2012 of the proposition to be placed on the ballot at the general election on November 6, 2012, being a general election of the City of Rye.

2. The above language constitutes the form in which such proposition is to be placed on the ballot at such general election.

3. By resolution of such City Council of the City of Rye, I am authorized and directed to provide the Westchester County Board of Elections in a timely manner a certified copy of such ballot proposition pursuant to the applicable provisions of the Election Law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Rye, this __ day of _____, 2012

Dawn F. Nodarse
City Clerk

(SEAL)

ABSTRACT

An abstract of such Bond Resolution adopted by the City Council of the City of Rye on _____, 2012 concisely stating the purpose and effect thereof, is as follows:

FIRST: The Bond Resolution authorizes the issuance of \$1,500,000 serial bonds of the City of Rye, located in the County of Westchester, pursuant to the provisions of the New York Local Finance Law (the "Law") to finance the costs of the acquisition, construction and reconstruction of public buildings in and for the City (the "Project"). The Bond Resolution states that the estimated maximum cost of the Project is \$1,500,000 and that the plan of financing includes the issuance of \$1,500,000 serial bonds therein authorized and states further that the faith and credit of the City is irrevocably pledged to pay principal and interest on such bonds. The Bond Resolution authorizes the City Council of said City to levy a tax to pay such principal and interest.

SECOND: The Bond Resolution determines that the period of probable usefulness of the Project is twenty-five (25) years pursuant to the limitations of Section 11.00a. 12(a)(1) of the Law.

THIRD: The Bond Resolution delegates to the Acting Comptroller or Chief Financial Officer of the City the power and duties of the City Council as to the issuance of such bonds and any notes to be issued in anticipation of such bonds.

FOURTH: The Bond Resolution requires that the City shall comply with all applicable environmental quality review proceedings prior to the issuance of any bonds or notes authorized therein.

FIFTH: The City Council in the Bond Resolution covenants to not make use of any proceeds of such bonds or notes and to not make use of the Project in any way which would cause the interest on such bonds or notes to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended.

SIXTH: The City Council in the Bond Resolution covenants to provide or cause to be provided for the benefit of the holders or owners of such bonds or notes such financial information as may be required under rules of the Federal Securities and Exchange Commission during the time such bonds or notes are outstanding pursuant to a continuing disclosure agreement to be placed on file with the City Clerk.

SEVENTH: The City Council in the Bond Resolution requires that the Bond Resolution shall be subject to a Mandatory Referendum at an election to be held at the next general election on November 6, 2012. The Bond Resolution requires that the Bond Resolution be submitted for approval by the qualified electors of the City at the next general election to be held on November 6, 2012.

[Attach a certified copy of the bond resolution]

Ballot Proposition

Construction, Reconstruction and Improvements to City Streets

(212) 872-9862

July 6, 2012

VIA EMAIL

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

Re: City of Rye, New York
Ballot Proposition-\$3,500,000 Serial Bond Resolution construction,
reconstruction and improvements to City streets.

Dear Joe:

Enclosed please find the following:

1. Resolution of the City Council calling an election and approving the form of ballot proposition.
2. Certification of ballot proposition and statement of form of proposition.
3. Abstract of bond resolution (we will advise you as to the number of copies of the abstract and resolution to send to the Westchester County Board of Elections).
4. Suggested cover letter to send to the Board of Elections.

Joseph S. Fazzino Jr.
July 6, 2012
Page 2

We suggest that you attach a certified copy of the bond resolution to the abstract. These materials must be filed with the Westchester County Board of Elections no later than thirty-six days (Monday October 1, 2012) prior to the date of the election (Tuesday November 6, 2012). Please call me if you have any questions.

Very truly yours,

Lauren M. Trialonas

Cc: Kenneth W. Bond
Enclosures

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RYE,
NEW YORK, SUBMITTING THE APPROVAL OF A BOND
RESOLUTION TO THE QUALIFIED VOTERS OF SAID CITY,
APPROVING THE FORM OF BALLOT PROPOSITION, AND
DIRECTING THE CLERK OF SAID CITY TO PROVIDE A
CERTIFIED COPY OF SAID PROPOSITION TO THE BOARD
OF ELECTIONS.

WHEREAS, the City Council of the City of Rye, New York (herein, the "City Council" and the "City"), located in the County of Westchester, State of New York, on _____, 2012 adopted a serial bond resolution in the manner required by Section 33.00 of the Local Finance Law which authorizes \$3,500,000 of the City's general obligation serial bonds and bond anticipation notes to be issued to finance the construction, reconstruction and improvements to City streets in and for the City (the "Resolution"); and

WHEREAS, the effectiveness of the Resolution was made subject to a mandatory referendum, where applicable, pursuant to the provisions of the City Charter; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rye, as follows:

1. An election of the qualified voters of the City shall be held on the date of the next general election (November 6, 2012).

2. The form of the ballot proposition shall be in the following language:

"SHALL THE QUALIFIED ELECTORS OF THE CITY OF RYE,
WESTCHESTER COUNTY, APPROVE A BOND RESOLUTION
ADOPTED BY THE CITY COUNCIL OF SAID CITY ON
_____ AUTHORIZING THE ISSUANCE OF \$3,500,000
SERIAL BONDS OF THE CITY OF RYE TO FINANCE THE
CONSTRUCTION, RECONSTRUCTION AND
IMPROVEMENTS TO CITY STREETS IN AND FOR THE
CITY?"

3. The City Clerk is hereby authorized and directed to provide in a timely manner, but in event later than October 1, 2012, a certified copy of the foregoing ballot proposition and abstract thereof to the Westchester County Board of Elections pursuant to the applicable provisions of the Election Law to insure that such proposition is placed on the ballot for such electors of the City at such general election.

4. This resolution shall take effect immediately upon its adoption by the City Council.

* * * * *

Member _____ moved the adoption of the foregoing resolution. The motion was seconded by Member_____. The City Council was polled. The motion was adopted by a vote of _____ affirmative votes (at least 5 votes) and _____ negative votes and _____ absent votes.

[cover letter]

_____, 2012

Board of Elections
134 Court Street
White Plains, New York 10601

Re: City of Rye, New York
Ballot Proposition for Approval or
Disapproval of \$3,500,000 Bond Resolution

Dear Commissioners:

In compliance with the Election Law, and particularly Section 4-108 thereof, I hereby deliver and transmit to you the following:

1. A certified copy of the text of the proposition in substantially the form adopted by the City Council of the City of Rye on _____, 2012.
2. A statement of the form of such proposition to be submitted to the qualified voters of said City, which statement is contained in my said certification.
3. [100] copies of an abstract of such proposition concisely stating the purpose and effect thereof and summarizing the material provisions of the bond resolution, together with a certified copy of such bond resolution and a certified copy of such resolution calling an election.

Should you require anything further, please advise.

Sincerely,

Dawn F. Nodarse
City Clerk

**CITY OF RYE
PROPOSITION**

“SHALL THE QUALIFIED ELECTORS OF THE CITY OF RYE, WESTCHESTER COUNTY, APPROVE A BOND RESOLUTION ADOPTED BY THE CITY COUNCIL OF SAID CITY ON _____, 2012 AUTHORIZING THE ISSUANCE OF \$3,500,000 SERIAL BONDS OF THE CITY OF RYE TO FINANCE THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENTS TO CITY STREETS IN AND FOR THE CITY?”

YES

NO

CERTIFICATION

I, **Dawn F. Nodarse**, Clerk of the City of Rye, located in Westchester County, New York, **HEREBY CERTIFY** as follows:

1. The foregoing language is a true and correct copy of the text in substantially the form adopted by the City Council of the City of Rye at a special meeting held on _____, 2012 of the proposition to be placed on the ballot at the general election on November 6, 2012, being a general election of the City of Rye.

2. The above language constitutes the form in which such proposition is to be placed on the ballot at such general election.

3. By resolution of such City Council of the City of Rye, I am authorized and directed to provide the Westchester County Board of Elections in a timely manner a certified copy of such ballot proposition pursuant to the applicable provisions of the Election Law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Rye, this __ day of _____, 2012

Dawn F. Nodarse
City Clerk

(SEAL)

ABSTRACT

An abstract of such Bond Resolution adopted by the City Council of the City of Rye on _____, 2012 concisely stating the purpose and effect thereof, is as follows:

FIRST: The Bond Resolution authorizes the issuance of \$3,500,000 serial bonds of the City of Rye, located in the County of Westchester, pursuant to the provisions of the New York Local Finance Law (the "Law") to finance the costs of the construction, reconstruction and improvements to City streets in and for the City (the "Project"). The Bond Resolution states that the estimated maximum cost of the Project is \$3,500,000 and that the plan of financing includes the issuance of \$3,500,000 serial bonds therein authorized and states further that the faith and credit of the City is irrevocably pledged to pay principal and interest on such bonds. The Bond Resolution authorizes the City Council of said City to levy a tax to pay such principal and interest.

SECOND: The Bond Resolution determines that the period of probable usefulness of the Project is fifteen (15) years pursuant to the limitations of Section 11.00a. 20 of the Law.

THIRD: The Bond Resolution delegates to the Acting Comptroller or Chief Financial Officer of the City the power and duties of the City Council as to the issuance of such bonds and any notes to be issued in anticipation of such bonds.

FOURTH: The Bond Resolution requires that the City shall comply with all applicable environmental quality review proceedings prior to the issuance of any bonds or notes authorized therein.

FIFTH: The City Council in the Bond Resolution covenants to not make use of any proceeds of such bonds or notes and to not make use of the Project in any way which would cause the interest on such bonds or notes to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended.

SIXTH: The City Council in the Bond Resolution covenants to provide or cause to be provided for the benefit of the holders or owners of such bonds or notes such financial information as may be required under rules of the Federal Securities and Exchange Commission during the time such bonds or notes are outstanding pursuant to a continuing disclosure agreement to be placed on file with the City Clerk.

SEVENTH: The City Council in the Bond Resolution requires that the Bond Resolution shall be subject to a Mandatory Referendum at an election to be held at the next general election on November 6, 2012. The Bond Resolution requires that the Bond Resolution be submitted for approval by the qualified electors of the City at the next general election to be held on November 6, 2012.

[Attach a certified copy of the bond resolution]



CITY COUNCIL AGENDA

NO. 9

DEPT.: Finance

DATE: July 11, 2012

CONTACT: Joseph S. Fazzino, Interim City Comptroller

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

FOR THE MEETING OF:

July 11, 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.
Deputy Comptroller
1051 Boston Post Road
Rye, New York 10580

Tel: (914) 967-7303
Fax: (914) 967-7370
E-mail: jfazzino@ryeny.gov
<http://www.ryeny.gov>

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. 10

DEPT.: Finance

DATE: July 11, 2012

CONTACT: Joseph S. Fazzino, Interim City Comptroller

AGENDA ITEM: Resolution to adopt the 2013 Budgeted Fees and Charges.

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE:

CHAPTER
SECTION

RECOMMENDATION: That the Council adopt the fees and charges for the 2013 Budget.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The fees and charges reviewed and established at the Public Hearing will be incorporated into the City's 2013 Budget.



CITY COUNCIL AGENDA

NO. 11 DEPT.: City Manager's Office DATE: July 11, 2012
CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Discussion of Flood Committee Recommendations on the Bowman Avenue Upper Pond.

FOR THE MEETING OF:
July 11, 2012
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

The Flood Committee will review and present their recommendations on the Bowman Avenue Upper Pond project.



CITY COUNCIL AGENDA

NO. 12

DEPT.: City Manager

DATE: July 11, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Update and discussion of the 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:

July 11, 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. 13

DEPT.: Finance

DATE: July 11, 2012

CONTACT: Joseph S. Fazzino, Interim City Comptroller

AGENDA ITEM: Resolution to transfer \$25,000 from Contingency to Code Maintenance Services for the General Code update project.

FOR THE MEETING OF:
July 11, 2012

RECOMMENDATION: That the City Council adopt the following resolution:

WHEREAS, City staff has determined that the amounts required for the General Code update project were not anticipated and were not provided for in the adopted 2012 budget by \$25,000, and,

WHEREAS, the General Fund Contingent Account has a balance of \$230,000, now therefore be it

RESOLVED, that the City Comptroller is authorized to transfer \$25,000 from the General Fund Contingent Account to the Code Maintenance Services Account.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: Use and status of the Contingent Account:

01/01/2012 Beginning balance	\$300,000
04/04/2012 Transfer to Engineering for staff positions	(70,000)
07/11/2012 Transfer to Code Maintenance Services Account	<u>(25,000)</u>
07/11/2012 Balance	<u>\$205,000</u>

See attached.

GENERAL CODE PROPOSAL *for*

CODIFICATION SERVICES

For

City of Rye

Westchester County
New York

February 10, 2012

Valid for 6 months

PRESENTED BY

**GENERAL
CODE**

Information made civil.

Codification Account Manager

LoriAnn Shura

Email: lshura@generalcode.com



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EXECUTIVE SUMMARY

ABOUT GENERAL CODE

Serving the needs of communities since 1962, General Code provides codification and enterprise content management solutions to more than 2,700 municipal governments throughout the United States and Canada. General Code's focus on superior client service, commitment to quality and technical innovation has made our organization the codifier of choice for progressive municipalities who understand the value of transparency and efficient operations. Our staff has developed, implemented and maintained codification projects for a wide variety of local governments, ranging from small towns and villages to major cities and counties. We invite you to view a selection of customer testimonials on our website, www.generalcode.com.

SITUATION ANALYSIS

The City of Rye is located in Westchester County in southeastern New York and became a city in 1942. Since then, the City has grown and changed and currently is home to more than 15,700 residents.

The Code of the City of Rye was originally published by General Code in 1978 and republished in 1994, at which time a second volume was added. It has been updated 179 times by General Code, most recently in January 2012, including legislation through Local Law No. 8-2011. The binders are nearly filled to capacity and will soon be unable to accept additional new legislation. At this time, the City wishes to consider the option of converting the Code from the 6-by-9-inch format to the 8 ½-by-11-inch format, which will accommodate the entire Code in a single volume and better allow for future growth.

Further, it has been 34 years since a comprehensive review of all of the City's legislation, to identify problem areas, inconsistencies, and other items in need of updating, has been done. For example, a blue Editor's Note page at the front of the book indicates the title of Chief of Police was changed to Commissioner of Police in 1982; this may not be the only instance of titles in need of changing to reflect modern terminology. Also, fees in some of the chapters have not been updated since the 1980's or even longer; the last time most of the fees were updated was in 2000. Finally, while Chapter 68 was completely amended in 2009 to reflect the new version of the NYS Uniform Fire Prevention and Building Code, parts or all of other chapters may still need updating and/or may be superseded, e.g., Chapter 98, Fire Prevention, Chapter 108, Housing Standards, and Section 197-68, regulating swimming pools. Again, a comprehensive review would identify areas in need of revision.

GENERAL CODE RECOMMENDATION

The City of Rye's challenges will be met and goals achieved through our Revitalization recommendation outlined within. With the above considerations in mind, General Code has the following recommendations for the Code of the City of Rye:

- General Code will provide professional codification services to ensure that the Code of the City of Rye is up-to-date, accurate and enforceable, including incorporation of any revisions or new legislation as may be necessary.
- General Code will provide the City with new Code books in an 8 ½-by-11-inch format, which will be more functional and more visually accessible to the reader, and which will accommodate the entire

Code in a single volume and, at the same time, better allow for continued growth of the Code book in the future.

- General Code will also create a new index for the Code book, so that users of the Code can easily locate Code sections on a particular subject.
- Finally, General Code will work with the City in the future to provide for ongoing supplementation and updating of the Code as may be necessary from time to time.

SUMMARY OF INVESTMENT:

\$ 24,931 *

The investment is explained in detail in the investment section of this proposal and is based on the requirements identified by the City.

**Note: Price may vary depending on Project Options selected by the City.*

EDITORIAL OBSERVATIONS

Reasons for the City to consider this work at this time include:

- Many copies of the 1994 Code may be in various stages of upkeep or may have been lost altogether. This is not an unusual situation, but one that can reduce the reliability and value of the Code as a legal, administrative, enforcement and reference tool. The current binders are now filled to capacity, leaving little or no room for expansion.
- With all of the legislation adopted over the years, the binders may be wearing out with age and use. Many municipalities have found the 8 ½-by-11-inch page size for the Code to be more functional. Not only does this page size photocopy more efficiently, but the larger pages accommodate more text in a more readable format. This results in the handling of fewer pages by Code holders during supplementation. The fewer pages handled, the less likely it is that errors might be made in removing/replacing pages. In addition, tables and charts are better laid out on the larger pages, making them easier to use.
- A Code is a living document that is constantly under revision through the addition of new legislation and amending of existing laws to stay current with the times. Over time, inconsistencies, duplications and conflicts will begin to occur and may become contentious or may cause significant problems for the community. This is not an unusual situation, but one that can reduce the reliability and value of the Code as a legal, administrative, enforcement and reference tool.
- After 34 years, there may be a need for the City to have the Code reviewed to identify areas that may not have kept pace with changes in state statutes or which no longer accurately reflect the current practices and policies within the City. For example, fees and penalties contained in the Code may need to be reviewed to ensure they cover enforcement and administrative costs and are high enough to deter those from breaking the laws; titles of officers and employees, as well as departments, may have changed (the former Dog Warden may now be the Animal Control Officer, or the former Building Inspector may now be the Code Enforcement Officer); and new laws may be required for situations not previously regulated, such as recycling, cell towers and wind turbines.

PROJECT DELIVERABLES

Project Materials: To begin the project, General Code will use the following materials:

- A copy of Volumes I and II of the City's 1994 Code, as updated through Supplement No. 179/Local Law No. 8-2011

General Code requests the City continue to routinely send any new legislation upon adoption. These additional materials will be included in the Code up to the point where the editorial work has been completed and shall be subject to an additional charge at the end of the project.

Preliminary Telephone Conference: As the first step in the process, General Code will consult with the City's designated contact person. The purpose of this discussion is to review the project generally and clarify any initial questions for both General Code and the City.

Organizational Analysis: The first part of the analysis of the City's legislation will be the preparation of an Organizational Analysis for the City to review. The editor will prepare a proposed Table of Contents of the Code and a listing of legislation reviewed, along with any missing material and adoption dates, and other questions pertaining to the completeness of materials being reviewed.

Manuscript: A Manuscript will be prepared using the materials obtained from the City. The Manuscript presents your legislation in an organized and logical system, arranged alphabetically by subject matter into chapters. Amendments will be incorporated into the Manuscript, and repealed or superseded material will be noted. The Manuscript will show exactly the legislation currently in effect.

Editorial Analysis: For the second part of the analysis of the City legislation, an Editorial Analysis will be prepared for your review. The editor will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be compiled into a workbook, with an easy-to-use checklist format. The Editorial Analysis will include the following:

- Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- Identification of duplications, conflicts and inconsistencies with New York statutes
- Any practical recommendations to make your legislation more enforceable
- Suggestions regarding fines, fees and penalties
- Suggestions on ways to modernize your legislation

Review: The City will review the Editorial Analysis and make whatever changes it feels necessary. A review period is set by the Performance Schedule, and we stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the new Code.

Editing: During the editing process, we will:

- Edit the text to incorporate any revisions and additions previously approved in the Editorial Analysis phase
- Prepare a Table of Contents listing all chapters and articles included in the Code
- Insert descriptive title headings for each chapter, article and section
- Include historical notations indicating the source and date of adoption of each enactment
- Include cross-references and Editor's Notes, as required
- Copyread to correct typographical and spelling errors

Disposition List: If applicable, an updated Disposition List will be provided.

Comprehensive Index: General Code will prepare and publish a comprehensive Index for the Code. The Index is specifically designed to be easy to use, so that the information in the Code can be quickly located.

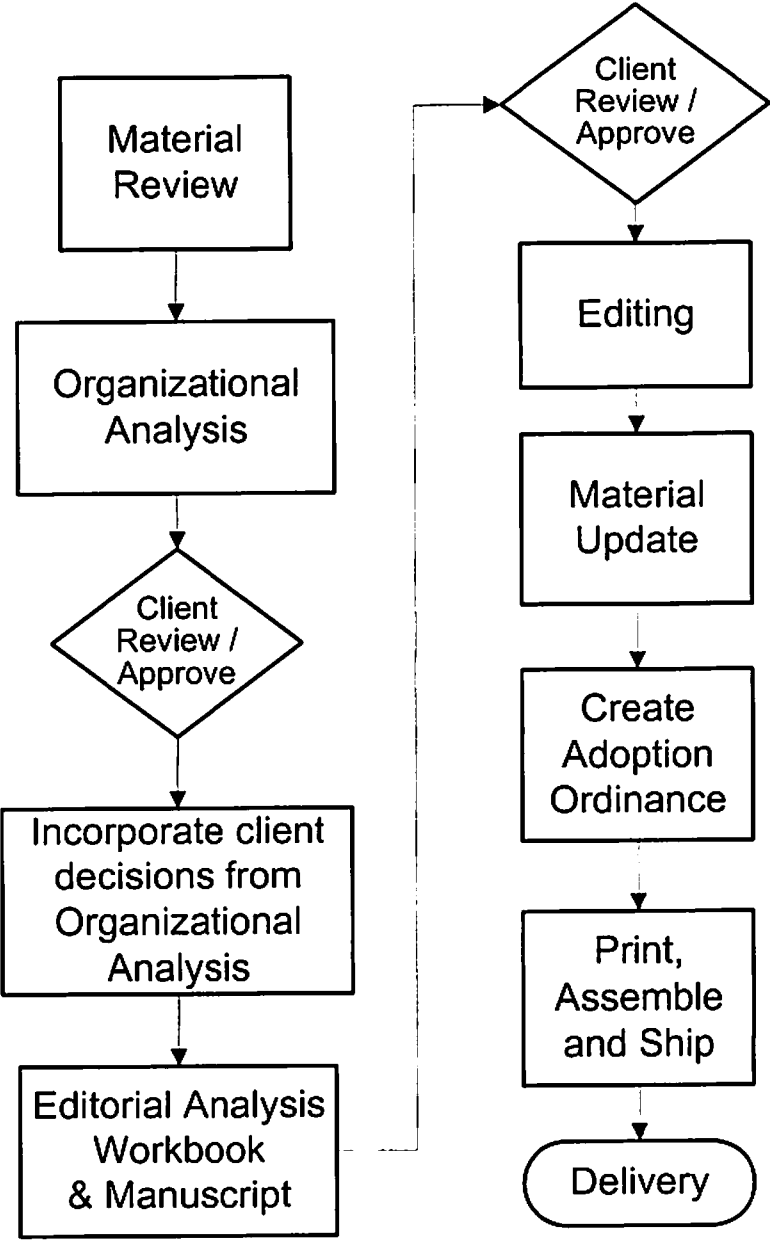
Pamphlets (Reprints of Individual Chapters): We will provide the City with 15 soft-covered Zoning pamphlets. Pamphlet bindings provide for easy updating of the pamphlet copies as the chapters in the Code are updated.

Publication of new Code volumes: The base price includes the publication of 15 new single volume Codes in high-quality, custom-imprinted post binders. You may choose blue, dark red, green, brown, black or gray binders, with white, silver or gold silk-screen lettering. The City Seal can also be embossed on the front and spine if you wish. Each copy of the Code will be serial-numbered, and we will provide forms for you to keep track of the distribution of the Codes.

Code Delivery; Recordkeeping; Supplement Distribution: After the Code is delivered, we will review the project with you to ensure that everything meets your expectations. At that time, we will work with you to set up an effective recordkeeping system to keep track of the distribution, sale and maintenance of Codes and supplements. Our standard system makes it easy for you to keep track of Codes and to ensure that they are being kept up to date. Each Code is serial-numbered, and each supplement is serial-numbered to match the Code books and is individually enveloped and addressed to the department or individual who holds that copy of the Code. They can either be mailed directly to Code holders from our offices or sent to you for distribution.

Update eCode360®: Once the project has been completed, General Code will update the City's eCode360 with the new version of your Code.

WORKFLOW



INVESTMENT DETAIL AND OPTIONS

Prices noted for listed components of the project are valid for 6 months from the date of this proposal.

Base Revitalization Project Price **\$ 24,931**

- Preliminary Telephone Conference
- Update 1994 Code through Local Law No. 8-2011
- Conversion of Code
- Proofreading
- Organizational Analysis
- Editorial Analysis
- Manuscript
- Editorial Work
- Formatting and Stylization
- Duplication
- 15 Copies of the Code (Single-Volume) in Standard Imprinted Post Binders
- 15 Soft Covered Zoning Pamphlets
- Comprehensive Index
- Update eCode360®
- Disposition List
- Shipping

OPTIONAL COMPONENTS

Additional Codes purchased with this project \$ 65 each

Please Note: These Codes are in addition to the 15 included in the base price as noted above.

PERFORMANCE AND PAYMENT SCHEDULES

Performance Schedule (*reflects business days excluding legal holidays*):

- Initial telephone conference: within 30 days of contract signing.
- Submission of the Organizational Analysis: within 90 days of contract signing and receipt of the materials; Municipality has 30 days for review.
- Submission of the Manuscript and Editorial Analysis: within 145 days of receipt of the responses to the Organizational Analysis; Municipality has 110 days for review.
- Delivery of Code volumes: within 120 days of approval to proceed with the publication of the Code.

Payment Schedule:

- 25% of the total project price shall be invoiced within 30 days of contract signing.
- 25% of the total project price shall be invoiced upon submission of the Organizational Analysis.
- 25% of the total project price shall be invoiced upon submission of the Manuscript and Editorial Analysis.
- 25% of the total project price shall be invoiced upon delivery of the Codes to the Municipality.

AUTHORIZATION AND AGREEMENT

The City of Rye, New York hereby agrees to the procedures outlined above, to General Code's Codification Terms and Conditions, which are available at www.generalcode.com/TCdocs, and are incorporated herein by reference, and authorizes General Code to proceed with the project.

Base Revitalization Project Price **\$ 24,931**

OPTIONAL COMPONENTS

 Additional Code books* purchased at \$ 65 each: \$ _____

**Please Note: These Codes are in addition to the 15 included in the base price as noted above.*

Total Investment with any selected options: **\$ _____**

CITY OF RYE, WESTCHESTER COUNTY, NEW YORK

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

*Please sign, fax and mail this page to General Code at
(585) 328-8189 • 781 Elmgrove Road • Rochester, NY 14624*

General Code will sign and mail a copy of this agreement to the Municipality for its records.





CITY COUNCIL AGENDA

NO. 15

DEPT.: City Manager

DATE: July 11, 2012

CONTACT: Scott Pickup, City Manager

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

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve 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 approval by the City Council, the Golf Club Commission will 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 and final draft.

Rye Golf Club Nominations, Elections and Voting Eligibility

1) Commission

- a) The Rye Golf Club Commission will consist of nine adult 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 adult 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 for which the Nominating Committee member is providing nominations.

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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 adult member in good standing. The Golf Club Member Handbook shall indicate membership categories and members entitled to be considered for candidacy.

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 your vote online.
- c) 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.
- d) 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 by the online service being used.
- e) Valid ballots shall be tallied for each Commission candidate and Nominating Committee candidate by the online service. The results will be forwarded to the City Clerk who shall submit a list of election results 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 receive an invitation email and vote in an election, the voting member must have an email on file and have a member logon account established 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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¶
<#>2008 Election – Four Commission Members.¶
¶

... [1]

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 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.

**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.

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Rye Golf Club Nominations, Elections and Voting Eligibility

1) Commission

- a) The Rye Golf Club Commission will consist of nine adult 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.

2) Nominating Committee and Nominations

- a) For each election, a Nominating Committee shall be formed and comprised of three adult 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

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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 for which 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 adult member in good standing. The Golf Club Member Handbook shall indicate membership categories and members entitled to be considered for candidacy.
 - 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).

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- (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 your vote online.
- c) 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.
- d) 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 by the online service being used.
- e) Valid ballots shall be tallied for each Commission candidate and Nominating Committee candidate by the online service. The results will be forwarded to the City Clerk who shall submit a list of election results 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 receive an invitation email and vote in an election, the voting member must have an email on file and have a member logon account established prior to the election.
- c) No Club member shall be entitled to vote more than once in an election.

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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 decision.

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- 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.

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- 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. 16

DEPT.: Police

DATE: July 11, 2012

CONTACT: William R. Connors, Police Commissioner

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

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: Approval of General Orders revised as part of a comprehensive review of the Department Manual.

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

BACKGROUND: The Department Manual was published in 1998. Although it has been revised in piecemeal fashion as needed, it has not undergone a complete review.

A comprehensive review of the Department Manual has been commenced, with the goal of completing the process during 2012. The following General Orders are submitted for review and approval as the first installment of that process:

- 101.2 Mission Statement
- 101.4 Goals and Objectives
- 102.2 Order of Rank
- 102.3 Authority and Command
- 102.4 Job Classifications
- 103.2 Legislative Restrictions/Off Duty Employment
- 104.2 P.B.A. Bulletin Board
- 104.3 Uniform Classifications
- 104.4 Annual Inspection of Uniforms and Equipment
- 111.04 Processing of Recovered Firearms: "Crime Guns"
- 113.19 Confrontation Situations

- 113.20 Hate Crimes
- 114.3 Emergency Mobilization
- 114.8 Mutual Aid
- 116.2 Promotions and Appointments
- 116.9 Procedure for Determining Claims Pursuant to General Municipal Law §207-c
- 120.7 Disciplinary Matters
- 121.2 Awards and Recognition
- 103.8 Use of Mobile Notebook Computers
- 118.1 Department Records
- 118.9 Employee Personal History Form
- 119.4 Guardian Calling Program

Copies of the proposed orders are attached in "strike and replace" format. They have been provided to the Rye Police Association for review pursuant to the provisions of the collective Bargaining agreement.

CITY OF RYE POLICE DEPARTMENT

General Order #101.2	New <input checked="" type="checkbox"/>	Revised <input type="checkbox"/>
Supersedes:		
Subject: Mission Statement		
Date Issued 11/01/96	Date Effective 11/01/96	Page 1 of 1
Issuing Authority: William A. Pease <u>R. Connors</u> , Police Commissioner		

The principal mission of the Police Department is to preserve the rights of citizens and reduce fear in the community through the prevention of crime, protection of persons, property, and the maintenance of order in public places; to preserve the quality of life pursuant to Rye City Code statutes and to anticipate and respond to events that threaten public order and the protection of life and property.

It is essential all members remember that in the execution of their duties they act not for themselves, but for the good of the public. They shall respect and protect the rights of individuals and perform their services with honesty, zeal, courage, discretion, fidelity, and sound judgement.

Police Officers must seek and preserve public confidence by demonstrating impartial service to law, and by offering service and trust to all members of the public.

It is the express policy of this department that Police Officers will use force only when the exercise of persuasion, advice and warning is found to be insufficient to obtain public cooperation to an extent necessary to secure observance of law or to restore order, and to use only the minimum degree of physical force when it is necessary upon any particular occasion for achieving a police objective.

CITY OF RYE POLICE DEPARTMENT

General Order #101.4	New [x]	Revised []
Supersedes:		
Subject: Goals and Objectives		
Date Issued 11/01/96	Date Effective 11/01/96	Page 1 of 2
Issuing Authority: William A. Pease <u>R. Connors</u> , Police Commissioner		

The greater the understanding of what the department hopes to accomplish, the greater the chances for success will be. It is important that all members of our organization be appraised of department goals and objectives, and how these goals and objectives will be accomplished.

POLICY:

It will be the policy of the City of Rye Police Department that Division Supervisors will set goals and objectives for their respective divisions, and submit them to the Police Commissioner with their annual report.

~~No later than February 1st of each year, individual~~ ~~division supervisors~~ ~~commanders~~ will meet with the Police Commissioner annually to examine and evaluate the following:

1. Annual report of division activities for the previous year.
2. An assessment on whether or not the division succeeded in obtaining their goals and objectives for the previous year.
3. Goals and objectives for the coming year, and the rationale behind how they were set. The goals and objectives may be modified by the Commissioner to more accurately reflect the global position of the department concerning all divisions.

Such goals and objectives shall include but not be limited to:

1. Identify, Investigate and Deter Criminal Activity

Accomplished by:

- a. Increased foot patrol.
- b. Respond as quickly and safely as possible to calls for service.

- c. Investigate fully all reported incidents of crime and pursue all solvability factors.
- d. Communicate with the local news media regarding crime patterns or significant incidents.

2. Increase the Level of Service to the Community by:

- a. Scheduling work shifts around the calls for service.
- b. Limit the number of officers allowed off at one time.
- c. Constant monitoring of calls for service and planning accordingly.
- d. Limited special assignment and/or details in order to maintain an adequate number of officers to answer calls for service.

3. To Continue to Maintain Standards Complying with the New York State Law Enforcement Accreditation Program

Accomplished by:

- a. Designating an accreditation officer.
- b. Continually monitoring our Department's General Orders for changes, deletions or improvements.
- c. Maintaining contact with Accreditation Council.

4. Maintain the Safe and Efficient Flow of Traffic

Accomplished by:

- a. Maintaining a yearly update of ~~the a MVA~~ pin map ~~located in the Staff Services office of motor vehicle accidents.~~
- b. Direct enforcement action against those areas or violators that are determined to be factors in the cause of accidents.
- c. Use selective enforcement techniques.

CITY OF RYE POLICE DEPARTMENT

General Order #102.2	New [x]	Revised []
Supersedes:		
Subject: Order of Rank		
Date Issued 05/16/05	Date Effective 05/16/05	Page 1 of 2
Issuing Authority: William R. Connors, Police Commissioner		

PURPOSE

To establish the rank structure of the City of Rye Police Department.

POLICY

It shall be the policy of this Department to adhere to its order of rank/chain of command in order to avoid conflicts and promote unity of command.

Police Commissioner

It shall be the duty of the Police Commissioner to administer the Police Department of said City, of which Department he/she shall be the Chief Executive Officer, and he/she shall have full control of the members thereof.

Sworn Rank Structure

1. Police Commissioner
2. Police Lieutenant
3. Detective Sergeant/Sergeant
4. Detective/Police Officer

Presence of Equal Rank

Command is exercised by virtue of office or special assignment of officers who are eligible by law to exercise command. Subject to direction from higher command, a commanding officer has direct control over all members and employees within his command. When officers of equal rank are present and in the performance of the same operation, the senior ranking officer shall be in command, except as outlined in section 102.3 of this Manual.

When two Sergeants are assigned to perform duty on a particular tour as the result of an overlap in the duty schedule, the senior Sergeant will be designated the Tour Supervisor and will be in command of that tour. If more than one Sergeant is assigned to a tour for reasons other than an overlap in the schedule, i.e., "drop down" day, training assignment, or other duties, the Sergeant assigned to the squad normally scheduled to work during that tour will be designated the Tour Supervisor, and will be in command of activities during that tour.

Seniority

Seniority is determined first by rank, then by continuous service in rank, then by date of appointment to the City of Rye Police Department and then by highest score on Civil Service list from which appointments were made.

Obedience to Laws, Ordinances, Rules and Regulations

Definition

Employees of the department will obey all Federal and State Laws. They will also obey all laws and ordinances of the department and of other municipalities in which the employees may be present. Employees will obey all rules, regulations, directives and orders as may be issued by the department. The term "employee" includes both sworn and non-sworn personnel.

Authority

Employees of the department will obey all lawful orders issued to them by competent authority.

Violation of Law

Supervisory officers of the department will not knowingly or willfully issue any order in violation of any law or ordinance or of any rule, regulation, general or special order of the department. Supervisory officers are responsible and will be held accountable for the performance of employees working on their tour.

Obedience to Orders

Employees will promptly obey any lawful order of a superior officer regardless of assignment. This will include any order relayed to them by an employee of the same or lesser rank.

No employee of the department is required to obey any order which is contrary to the laws of the United States, State of New York, or ordinances of the community; however, such refusal to obey is the responsibility of the employee and he will be required to justify his action and will be held responsible for his actions or lack of action.

CITY OF RYE POLICE DEPARTMENT

General Order #102.3	New [] Revised [x] Supersedes: 102.3 issued 7/29/98
Subject: Authority and Command	
Date Issued 12/15/03	Date Effective 12/15/03
Page 1 of 2	
Issuing Authority: William R. Connors, Police Commissioner	

General Duties

Command is exercised by virtue of office, or special assignment of officers who are eligible by law to exercise command. Subject to direction from higher command, a commanding officer has direct control, and shall issue lawful orders to all members, and employees within his command.

At the scene of a police incident, the uniformed member of the service assigned to the post concerned shall be in command, until relieved by a higher-ranking member of the service. If officers of equal rank are present at the scene, and neither is the assigned post officer, the senior officer shall be in command unless relieved by a higher-ranking member.

If more than one sergeant is present at the scene of an incident, the sergeant designated as the Tour Supervisor shall be in command unless relieved by a higher-ranking member.

Duties and Responsibilities:

A member who succeeds to any command or duty, stands in regard to his duties, in the same situation as his predecessor. The member relieved shall turn over to his successor all lawful orders relating to that position in force at the time, and all funds and properties pertaining to it. He/she shall receive, upon request, receipts showing the condition of each article so transmitted.

An officer relieving or temporarily filling the position of a superior, in an acting capacity, shall be vested with all the authority and responsibilities of the superior, but the acting officer shall not interfere with, countermand, or modify the lawful orders previously issued by the superior, except in extreme emergency. However, when such action is taken, a report shall be made to the Police Commissioner through the chain of command, in writing, stating the reasons therefore ~~in such instances~~.

Members acting in the capacity of a higher rank shall be accorded the same obedience and respect as the permanent ranking officer.

Should a lawful order conflict with any previous lawful order issued by any other ranking officer or with any department or provision of the Department Rules and Regulations, the member to whom such order is issued shall respectfully call attention to the conflict. ~~responsibility~~ Responsibility for countermanding the original order then rests with the individual issuing the second order. If so directed, the latter command shall be obeyed.

Issuance of orders to a subordinate does not relieve a ranking officer from the responsibility to see that the lawful orders are obeyed. Ranking officers shall not perform the duties regularly assigned to a subordinate when the subordinate is available to perform them.

Adherence to the chain of command shall not be by-passed except in an emergency.

A ranking officer may exercise command over subordinates not under his or her regular command when ~~ever~~ in his/her judgment such action is necessary in order not to jeopardize the police purpose or the reputation of the Department.

Ranking officers in command of the various branches of the Department shall establish methods, techniques and procedures best suited for the accomplishment of the functional objectives of their particular bureaus/divisions. Such procedures and techniques shall be subject to the approval of the Commissioner and shall not be in conflict with the law or any rule or lawful order of the Department. Whenever authority is delegated to a member of the Department, he/she shall be held accountable for the proper use of such authority.

In order to maintain a proper chain of command, a member will, as a general rule, be required to take direct orders from and be responsible to, one ranking officer. Ranking officers, however, shall exercise direct command over lower ranks outside their usual command in all situations where the police purpose or the reputation of the Department is jeopardized; or if no other provision is made for personnel temporarily unsupervised. If a ranking officer requires a subordinate, not of his command, to leave a regular assignment, the ranking officer so directing will inform the subordinate's supervisor as soon as possible.

At every level within this Department, personnel must be given the authority to make decisions necessary for the effective execution of their responsibilities.

Each department employee will be held fully accountable for the use of, or failure to use, delegated authority. Any employee who has any questions concerning his/her delegated authority should bring such questions to the attention of his/her supervisor.

Any gross improper use of authority or failure to accept authority will be reported through command channels as rapidly as possible.

CITY OF RYE POLICE DEPARTMENT

General Order #102.4	New [] Revised [x] Supersedes: 102.4 issued 11/1/96
Subject: Job Classifications	
Date Issued 07/22/98	Date Effective 07/22/98
Page 1 of 15	
Issuing Authority: William A. Pease <u>R. Connors</u> , Police Commissioner	

Duties and Responsibilities

The Police Department ~~and its Police Force have~~has the ~~power and it is their~~ duty to:

1. Protect life and property.
2. Prevent ~~c~~Crime.
3. Detect and arrest offenders.
4. Preserve the public peace.
5. Enforce all laws and ordinances over which the Police Department has jurisdiction.

Head of Department, Subordinates

1. There shall be a Department of Police, the head of which shall be the Commissioner of Police who shall be appointed by the City Manager, and he shall serve at the pleasure of the City Manager. The Commissioner of Police shall have at least the qualifications and experience specified by the Council.
2. In addition to the Commissioner of Police, the Council shall determine the number of Lieutenants, Sergeants and Patrolmen, all of whom shall be appointed by the Commissioner.
3. The Commissioner of Police shall appoint, as vacancies in the Department occur, all officers and members thereof. He/she may also appoint Bay Constables and special officers for such purposes and upon such occasions as he/she may deem proper if not in conflict with law or this chapter.
4. The Mayor and City Manager shall be ex-officio members of the Police force of the City and shall have all of the powers conferred upon police officers.

5. The Police Commissioner shall, when he/she deems it necessary for the good of the Department, suspend or remove any officer or employee whom he/she may appoint or employ, except as otherwise provided by law.

Powers and Duties

1. The Department of Police shall have all functions customarily performed by a police department, and shall exercise all powers and perform all duties pertaining to or necessarily incident thereto.
2. Under the supervision of the City Manager, the Commissioner of Police shall promulgate and enforce rules and regulations governing police discipline, practices and procedures for the administration of the Department and for the discipline and efficiency of the police force. The rules and regulations shall be approved by the Council before becoming effective. He/she shall have authority to administer oaths and take evidence, affidavits and acknowledgments in all proceedings relating to the Department.

In addition, the Commissioner of Police Shall:

- a. Exercise the powers to request and grant public assistance as provided in 209-m of the General Municipal Law.
- b. Be responsible for the administration, supervision and training of the auxiliary police and shall coordinate the same with the City Manager.
- c. Be responsible for the administration and supervision of Police Officers assigned to policing and enforcing all laws and ordinances applicable to the Rye Town Park and the maintenance of order therein.
- d. Assist the City Manager in the administration of flood, disaster and other emergency plans.
- e. Be responsible for the administration, in coordination with other municipalities, for an emergency ambulance service on behalf of the inhabitants of the City.
- f. Institute and formulate, in coordination with the heads of other Departments of the City, safety programs to reduce accidents and avoid injury or damage to persons and property.
- g. Perform such other duties as may be prescribed by law, the Council or the City Manager.

Patrol Division

The assigned activities, functions, and responsibilities of the Patrol Division are:

1. Protective patrols.
2. Control of assemblies.
3. Traffic control and direction
4. Vehicle and Traffic Law enforcement.
5. Motor vehicle accident investigation.
6. Parking control.
7. Escorts.
8. Service of arrest warrants and summonses.
9. Protection of persons and property.
10. General crime prevention.
11. Police service calls.
12. Preliminary investigations of crime.
13. Emergency services.
14. Enforcement of Revocation and Suspension Orders.
15. Radar equipment.
16. School Crossing Guards.
17. Traffic Safety.
18. Maintenance of police vehicles.
19. Traffic surveys.
20. Traffic signs, controls, devices, etc.
21. Safety equipment.

Patrol Division Commander

The Patrol Division Commander shall be responsible for all matters pertaining to the operation of the Patrol Division.

1. His/her administrative duties shall include planning, organizing and directing the activities of assigned personnel and maintenance of harmonious relationships with other police divisions and agencies.
2. He/she shall promptly obey and transmit all orders of the Commissioner, insuring uniform interpretation and full compliance.
3. He/she shall exercise authority commensurate with his/her responsibility and be held accountable for the effectiveness of the Division.
4. Ordinarily, his/her hours of duty shall be in accordance with the needs of the Division, but he/she shall be available for duty at all times in case of special need or emergency.
5. He/she shall familiarize himself/herself with administrative policy and execute effective programs for the efficient performance of the Division within his/her area of responsibility.
 - a. Prevention and suppression of crime.
 - b. Protection of life and property.
 - c. Apprehension and prosecution of offenders.
 - d. Preservation of the peace.
 - e. Enforcement of regulatory measures
6. He/she shall analyze crime and incident reports, using facilities of the Detective Division and Staff Services to determine trends as a basis for ~~practical development~~effective deployment of resources and direction of operations.
7. He/she shall examine time and activity reports to insure proper deployment and control of division personnel.
8. He/she shall be diligent in enforcing the observance of high ethical standards in the operations and conduct of division personnel.
9. He/she shall collaborate with other division heads and staff officers for the purpose of:
 - a. Organizing and conducting a progressive program of personnel training.
 - b. Improving personnel working conditions for maximum efficiency and morale.

c. Adequately recognize outstanding personnel performance.

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d. Improving efficiency and cooperation in areas of common responsibility.

e. Advancing the Public Relations Program for promoting public confidence and support.

f. Using personnel records for individual guidance and improvement.

g. Insuring the proper and economical use of Departmental property and equipment.

h. Promoting personnel and vehicle safety.

10. He/she shall systematically investigate all cases of apparent or alleged misconduct by division personnel, preparing reports and report his findings to the Police Commissioner.

11. He/she shall, when required, assist with inquiries and investigations involving members of the division.

12. He/she shall at all times keep informed of the affairs and activities of his division and be assured that he duties of his/her subordinates are properly discharged.

13. He/she shall at irregular and unannounced times visit all units and areas under his/her command, inspecting them for condition, efficiency of operation, and conformity with Rules and Regulations, initiating corrective action or disciplinary measures as required.

14. He/she shall exercise general supervision and inspection of all public places within the City and assure compliance of laws and ordinances.

15. He/she shall insure prompt reporting to proper authority all instances of negligence, violation of law or other matters falling within the jurisdiction of Federal, State or local agencies.

16. He/she shall submit required reports reflecting the problems, services and activities of the division.

17. He/she shall insure that all necessary orders, instruction and communications are available for outgoing platoons.

18. He/she shall be responsible for the safe, expeditious, movement of vehicles and the enforcement of laws, ordinances and regulations governing traffic.

19. He/she shall be diligent to prevent overt acts arising from the development of group tensions, unlawful assemblies or strikes and take appropriate action.

20. He/she shall be responsible for the repression of crime and the

enforcement of laws, ordinances and regulations pertaining to criminal activities.

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21. He/she shall, with specific instructions, establish the required details and assignments necessary to carry out the functions related to his/her division. He/she shall be guided in his/her assignment by the needs of the department and assign personnel where they will be most useful and efficient.
22. He/she shall observe ~~the~~ probationary patrol officers assigned to his/her division and prior to the expiration of their probationary period, he/she shall ~~submit to the Commissioner a detailed written report describing~~ evaluate their appearance, intelligence, discipline, efficiency, initiative, general adaptability to police work and their overall ability to obtain desirable results, and advise the Police Commissioner. He/she shall ~~in his/her report include a statement~~ make recommendations as to whether or not, in his/her opinion, each individual officer should receive permanent appointment.
23. He/she shall perform such other duties as may be assigned to him/her by the Police Commissioner.
24. He/she has overall responsibility for ensuring a safe and free flow of vehicle and pedestrian traffic ~~within~~ in the City. His/her administrative duties shall include planning, organizing and directing the activities of assigned personnel and the maintenance of harmonious relationships with other police divisions and agencies.
25. He/she shall prepare ~~an~~ annual performance evaluations of all Sergeants under his/her supervision and submit them to the Police Commissioner.

Duties of Patrol Sergeant

1. Supervisory members will be responsible for the enforcement of all laws and ordinances, department rules and regulations, orders, procedures, discipline, punctuality, attendance, appearance, good order and efficiency of members within ~~his~~ their assigned jurisdiction ~~purview~~.
2. Supervisory member will:
 - a. Perform specific duties and functions as assigned by his/her superior officer.
 - b. Obey all lawful orders.
 - c. Perform assigned tasks.
 - d. Provide leadership and guidance in developing loyalty and dedication to the police profession.
 - e. Train, direct, supervise and evaluate members in their assigned duties. Recommend remedial or disciplinary actions for

inefficient, incompetent or unsuitable members.

- f. Communicate orders, information and instructions.
- g. Inform his/her relief of all necessary police matters.
- h. Be present at prescribed roll calls.

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- i. At unannounced intervals, inspect personnel, vehicles and equipment.
- j. Take appropriate action in regards to absentees and any deficiencies in patrol officers and equipment.
- k. Insure that departmental resources are used effectively.
- l. Insure that recovered property is handled in accordance with department orders.
- m. Account for all monies and valuables received, processed, and disbursed in conformance with department orders.
- n. Inquire into the circumstances of all arrests to assure that all persons are handled in conformance with department orders.
- o. Know and conform to the current bail provisions of the Criminal Procedure Law.
- p. Report promptly matters of police importance to his/her Superior Officer.
- q. Insure that all appropriate City Departments are informed of emergencies which require their attention.
- r. Direct activities of subordinate members for the purpose of achieving the objectives of ~~t-hethe~~ Police Department.
- s. Perform those duties of the members of the ~~foree-Department~~ that are applicable to him/her.
- t. When in uniform, maintain a military bearing and render military courtesy to superior officers.
- u. The Patrol Sergeant shall inspect the outgoing platoon.
- v. The Patrol Sergeant shall follow up complaints and see that they receive proper attention.
- w. The Patrol Sergeant shall patrol the entire City. He/she shall visit each Patrol Officer at irregular intervals and supervise their activities.
- x. The Patrol Sergeant shall inspect without delay, the activity

sheets of Patrol Officers presented to him/her at the expiration of their tours of duty, certify such inspection by his/her signature, record any pertinent information, and take the proper action with respect thereto.

- y. ~~Maintain proper roll~~ Serve as a role model for members under his/her command at all times, on and off duty.
- z. He/she shall prepare an annual evaluation report of each member of his/her platoon and submit them to the Patrol Commander.

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Detective Division

The assigned activities, functions and responsibilities of the Detective Division are:

1. Investigation of Crimes.
2. Identification services
3. Warrants
4. Wire-tap requests
5. Intelligence gathering
6. Vice control
7. Analyze Crime Reports and Trends.
8. Transmit and receive fingerprints
9. Conduct follow up on complaints
10. Maintenance of police vehicles and equipment assigned to the Detective Division.
11. Respond to requests for letters of good conduct.
12. Uniform Crime Reports.

Detective Division Commander

The Detective Division Commander shall be responsible for matters pertaining to the operation of the Detective Division.

1. He/she shall be responsible for ~~the solution of all major crimes and for the further~~ investigation of all felony and serious misdemeanor cases.
2. He/she will have the responsibility of planning, organizing and directing the activities of ~~the~~ assigned personnel and will maintain harmonious relationships with other divisions and allied agencies.

3. He/she shall exercise authority commensurate with his responsibility and be accountable ~~directly~~ to higher authority.
4. He/she shall promptly obey and transmit all orders from higher authority, ~~insuring uniform interpretation and full compliance.~~
5. Ordinarily his/her hours of duty shall be in accordance with the needs of the division, but he/she shall be available for duty at all times in cases of special need or emergency.
6. He/she shall examine reports for conformity with the procedure for complete investigation and reporting, referring improper or incomplete reports through channels for correction.

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7. He/she shall analyze crime and incident reports daily, using facilities of the Staff Services Division to determine trends as a basis for deployment of personnel and direction of operations.
8. He/she shall inspect time and activity reports of assigned personnel, to insure proper direction and control.
9. He/she shall be responsible for assigning vacations, holidays, overtime and leaves for personnel assigned to the Division. He/she shall maintain a sufficient working force to conform to the needs of the division.
10. He/she shall be diligent in enforcing the observance of high ethical standards in the operation and conduct of Division personnel.
11. He/she shall collaborate with other division heads and staff officers for the purpose of:
 - a. Conducting a progressive program of personnel training.
 - b. Improving personnel working conditions for maximum efficiency and morale.
 - c. Adequately recognizing outstanding performance of assigned personnel.
 - d. Improving efficiency and cooperation in areas of common responsibility.
 - e. Advancing the public relations program for promoting public confidence and support.
 - f. Using personnel records for individual guidance and improvement.
 - g. Insuring the proper and economical use of division property and equipment.
12. He/she, shall at all times, be aware of the affairs of the division and be assured that the duties of his/her subordinates are properly discharged.
13. He/she shall, at irregular and unannounced times, visit all units and areas under his/her command, inspecting them for condition, efficiency and conformity with regulations and orders, initiating corrective action as indicated.

14. He/she shall be responsible for the maintenance of proper records and reports of the division.
15. He/she shall acquire ~~all possible~~ information concerning places in the City known to be or suspected of being frequented by criminals ~~or questionable characters~~, and direct the attention of the detective force to such places. When criminals are arrested he/she shall, when possible, take ~~the~~ necessary steps to assure that personnel of the department are familiar with their appearance, history, methods and habits. He/she shall arrange for interviews with all persons held for investigation~~s~~, ~~or~~ persons charged with serious crimes and assist members of the division in preparing cases for proper presentation in court.

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16. He/she may assign any member of the division to special investigations when required. He/she shall keep higher authority informed of such special assignments.
17. He/she shall insure prompt reporting to proper authorities of any violation of law or other matter falling within the jurisdiction of such authority.
18. He/she shall maintain files on general criminal intelligence. The files will contain information on known and suspected members of criminal organizations and their activities, place of residence, associates and other pertinent data. He shall forward to proper agencies information of violations of law outside the jurisdiction of this department.
19. He/she shall be responsible for the repression of crime through the apprehension of criminals and the proper conduct~~ing~~ of investigations in order to accomplish this goal.
20. The Detective Division shall investigate and prepare a case on all felony crimes ~~as per order of the Commissioner~~, serious misdemeanors, and others investigated incidents that merit further investigation, or as directed by the Police Commissioner. Follow-up investigations shall be conducted on preliminary investigations whether instituted by the Patrol Division or otherwise.

Duties of Detectives

1. Members assigned as detectives will hold the permanent rank of ~~Patrolman~~Police Officer.
2. Members of the Detective Bureau shall be under the direction of the Detective ~~Bureau~~Division Commander. They are charged particularly with the investigation of criminal cases in the City, the arrest~~ing~~ of criminal offenders, the ~~locating~~location of missing persons, the recovery of lost or stolen property and the proper processing of fugitive requisitions. They shall have ~~the~~ responsibility ~~of~~for all conditions pertaining to or relating toward the fostering of crime.

3. They shall acquire a thorough knowledge of the penal law and code of criminal procedure and the elements that constitute criminal acts in violation of the various sections thereof; and shall have a thorough knowledge of the rules of evidence. They shall familiarize themselves with the criminal element, acquiring knowledge of their practices, hangouts, and associations, and acquaint themselves with the various methods adopted by criminals in commission of crime and evading detection.
4. They shall follow up each case assigned to them until there is a final official disposition of such case. They shall interview and advise complainants in person, at reasonable intervals, of the status of the case under investigation, in which the complainant is concerned.

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5. They shall cooperate with all members of the Department in the prevention and detection of crime, the arrest of criminals and the enforcement of all laws and ordinances.
6. They shall be assigned hours by the Detective Bureau Commander. At the completion of each tour of duty, they shall submit necessary reports of their activities and supplementary offense reports on previously assigned offenses. They shall keep their Commanding Officer advised of the progress and development of cases to which they are assigned.
7. They shall keep themselves neat and clean, properly armed and their appearance shall be businesslike and presentable, unless under specific orders of a superior officer in the line of duty.
8. The fact that a detective is detailed to special duty in the detection and prevention of crime shall not be construed as relieving him/her of the responsibility of taking prompt action in the matter of any violation of the laws, ordinances, rules and regulations, coming to his/her attention.
9. All lost, found, or stolen property coming into the hands of members of the Department shall be thoroughly checked and recorded by the Detective Division immediately, and they shall make the proper effort to locate the owner of such recovered property.
10. They shall be held accountable for the condition, care and proper use of the motor vehicles under their supervisioncontrol.
11. Members of the Department who are acting detectives shall be guided by these regulations and shall be supervised by the detective-Detective bureau-Division personnel.
12. Detectives, unless otherwise directed, will wear dress shirts, tie and jacket. These provisions will not apply to detectives on special details requiring other dress, such as uniforms or undercover plain

clothes.

| Staff Services/Records Division

The assigned activities, functions and responsibilities of the Records Division is to provide staff support to the Police Department.

1. Maintain central records file
2. Process & maintain all alarm permit applications and related records
3. Correspondence

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4. Secure training aids and equipment
5. Maintain and file departmental reports and records
6. Generate special reports
7. Provide overall planning support to the Office of the Police Commissioner
8. Conduct research projects as required.
9. Review applications for Taxi License and Registration.
10. Any such other duties as may be assigned by the Commissioner.
11. Review computer entries for accuracy.
12. Returning deficient paperwork to any tour supervisor who is responsible for immediate corrections and refiling.

| 13. Maintain the Department's Information technology systems.

Crime Prevention Unit

The function of the Crime Prevention Unit is to educate the citizens of Rye in methods of protecting their person and their property.

The Crime Prevention Officer will perform the following functions:

1. Public education regarding methods of home, business and personal security.
2. Security analysis of residents homes and business establishments.
3. Coordination of Operation I.D.

4. Coordination of neighborhood block watch groups.
5. Liaison with State Office of Crime Prevention.
6. Maintain liaison with other police departments' Crime Prevention Units for the purpose of keeping abreast of changing modes of criminal operation.
7. Keep abreast of new crime prevention techniques for dissemination to the public.

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Juvenile Aid Unit Youth Officer/Youth Division

1. Prevention of Juvenile delinquency and crime among minors
2. Enforce laws specifically relating to children.
3. Public Relations.
4. Maintain Liaison with schools.
5. Maintenance of equipment and vehicles assigned to the Division.

The assigned activities, functions and responsibilities of the Juvenile Division are:

1. To enforce the Laws, Rules and Regulations involving youth arrests and activities.
2. To develop liaison with Cultural, Civic and Religious organizations within the City of Rye which will assist the department in youth activities.
3. To develop liaison with surrounding Police Departments and Agencies other agencies involved in youth activities.
4. To develop working relationships as well as resources with Federal, State and Local-local Agencies agencies.

5. To be aware of all the youth activities in the Community by developing liaison with the Patrol ~~Force~~ Division as well as the ~~Youth~~ youth of the ~~Community~~ community on a one to one basis.
6. To assist the Police Commissioner in the application for grants in order to ~~get~~ obtain funding for youth ~~sponsored~~ programs from Federal, State and Local assistance agencies.
7. To develop within the Rye Police Department an interest in the youth of the community and to assist in youth development programs.
8. To develop an open line of communication with the Patrol ~~force~~ Division and the Patrol Lieutenant by instituting ~~weekly~~ periodic meetings and discussing youth activities and youth crime problems.
9. To develop an open line of communication with the Detective Division in order for the formal/informal exchange of information along mutual interest lines and establishing ~~weekly~~ periodic meetings with the Detective Commander as needed.
10. To develop ~~an open Youth Division Office in the high~~ liaison with the local schools to give the Youth Officer better access to the information that is being taken by ~~the High Schools~~ school administrators and assisting the schools with crime problems.

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11. To develop educational and enforcement activities regarding drug abuse within the City of Rye.
12. To take part in broad community activities regarding the youth program and the police department within the City of Rye.
13. To assist the Commissioner in developing:
 - a. Community service activities
 - b. Using the general obligations law in excessive cases of vandalism
14. May develop educational programs with correctional facilities for the youth of Rye who are current problems in the area of juvenile delinquency in an effort to reduce desire on the part of these youths.
15. To assist the Police Commissioner in any and all other activities as assigned.

Police Dispatcher (any Officer, Sergeant or Lieutenant assigned to desk)

1. The dispatcher's post shall ~~contain be~~ the immediate area of the desk. He/she shall not leave his/her post unless properly relieved. The Dispatcher is responsible for the interception, and timely relay of all radio, telephone and teletype information.
2. When a dispatcher leaves his/her post, he shall place a competent member of the service in charge. When the dispatcher is relieved, he/she shall notify his/her relief as to where he/she may be located during his/her time away from the desk.
3. Except as otherwise directed by a superior officer, the dispatcher shall not permit anyone behind the desk except members of the department on official business.
4. During his/her tour of duty, the dispatcher is responsible for proper receipt of all complaints and messages.
5. The dispatcher shall notify the Patrol Supervisor of any specific duty assignments and inform the patrol sergeant of any other necessary information or alarms so that they may be read to the outgoing platoon.
6. The dispatcher shall complete all necessary forms and records during his/her tour of duty.
7. Dispatchers will devote full time to the duties of the office.
8. The dispatcher will certify with his/her signature on the duty time sheet the correctness of same.
9. The dispatcher will stop all civilians at the desk and inquire as to their business. He will direct them to the proper division and announce their visit and obtain permission before the person is permitted to proceed.

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10. The dispatcher shall, at all times, in their dealing with members of the Department and the public, display ~~an example of intelligence,~~ efficiency, promptness, accuracy, trustworthiness and courtesy.
11. It shall be the duty of the dispatcher to insure that persons shall not unnecessarily congregate in the desk area.
12. He/she shall notify the patrol supervisor if a member of the department is absent from his/her post or fails to make required radio calls.
13. The dispatcher shall be observant, discreet and logical in the performance of his/her duty. The dispatcher shall obey strictly and execute promptly, all lawful orders issued by their superiors.
14. The dispatcher shall perform such other duties as may be prescribe by proper authority.
15. The dispatcher shall make prompt, accurate and necessary entries of the official business on ~~the calls for service sheets, and in~~ ether appropriate departmental records ~~and the computer~~ in the manner prescribed for making and keeping such records.

| 16. During his/her tour of duty, a dispatcher is responsible for the receipt
| of
| all telephone messages received by him/her, and ~~the~~any necessary action
| thereon. He/she shall call the attention of the patrol supervisor to
| all matters of importance, such as unusual occurrences and important
| messages, or conditions requiring his/her attention.

CITY OF RYE POLICE DEPARTMENT

General Order #103.2	New []	Revised [x]
Supersedes: 103.2 issued 05/15/00		
Subject: Legislative Restrictions/Off Duty Employment		
Date Issued 05/16/05	Date Effective 05/16/05	Page 1 of 4
Issuing Authority: William R. Connors, Police Commissioner		

POLICY

It is the policy of this department to inform officers of departmental policies and also the rules and regulations of this department. It is further the policy of this department to inform officers of existing legislative restrictions relative to their employment as a police officer.

A.B.C. Law

Members shall not have any interest, either directly or indirectly, in the manufacture or sale of alcoholic beverages or to offer for sale, or recommend to any licensee, any alcoholic beverage.

No member shall be employed in any retail licensed establishment where the consumption of alcoholic beverages is permitted on premise except when authorized by the ABC Board and Commissioner of Police.

NOTE: employment in a licensed establishment for off premise consumption (deli, etc.) is not prohibited under this procedure.

New York State Election Law, Section 17-110
Misdemeanors concerning...members of any police force

Any person who being a Police Commissioner or any officer or member of any police force in this State:

1. Uses or threatens or attempts to use his official power or authority, in any manner, directly or indirectly in aid of or against any political party, organization, association, or society, or to control, affect, influence, reward or punish, the political adherence, affiliation, action, expression or opinion of any citizen; or
2. Appoints, promotes, transfers, retires, or punishes an officer or member of a police force, or asks for aids in the promotion, transfer, retirement or punishment of an officer or member of a police force because of the party adherence or affiliation of such officer or member, or for or on the request, direct or indirect, of any political party, organization, association or society, or of any officer, member of a committee or representative official or otherwise of any political party, organization, association or society, or
3. Solicits, collects, or receives any money for any political fund, club, association, society or committee, is guilty of a misdemeanor.

Racing, Wagering, and Breeding Law

Members of the department shall not hold, directly or indirectly, any proprietary interest, stock, office or employment with any firm, association or corporation which:

1. Is licensed by the Wagering and Breeding Board to conduct pari-mutual racing.
2. Conducts its occupation, trade or business at racetracks at which pari-mutual race meets are conducted.
3. Own or leases to any enfranchised or licensed association or corporation a racetrack at which pari-mutual racing is conducted.
4. Participates in the management or any franchised holder or licensee conducting pari-mutual racing.

There are also several restrictions stated in the Public Officers Law, Article 4 and the General Municipal Law, Article 18. These sections impose restrictions on officers relative to the following:

1. Officers are not allowed to accept any type of gift or service with a value exceeding \$25.00 which may be inferred that same was accepted to influence the officers in the performance of his/her official duty.
2. Officers are forbidden to disclose any confidential information learned in the course of their employment.
3. Officers, due to a conflict of interest, are restricted relating to services they may provide to the employing government.

These sections of law also impose several affirmative duties:

1. Officers must disclose any interest in any contract the City may enter.
2. Officers must disclose any interest in any real property for which a variance is made.

As these sections of law are lengthy, it is the responsibility of the individual officer to become familiar with sections of these laws that may apply to their specific circumstances if conflicts of interest develop. Law books covering these sections are on file with the Clerk's ~~office-Officeand-Public Law Library~~.

Section 208-d of the General Municipal Law permits Police Officers to engage in outside employment for a maximum of 20 hours a week. The section reads as follows:

"Notwithstanding the provision of any general, special or local law or any rule or regulation of any Police Department or Commissioner or head thereof, any member of a Police force of a City may engage in extra work for another employer outside his/her regular hours of duty for not exceeding 20 hours per week provided that such extra work does not interfere or conflict with his/her regular duties as a member of the force or his/her availability for emergency duty nor effect his/her physical condition to the extent that it impairs his ability to efficiently perform such duties and further provided that the type of employment shall first be approved by the Police Commissioner."

Definitions: Off Duty Employment shall mean:

- a. Self-employment of any kind.
- b. Any act of employment wherein you receive any type of compensation for services provided.
- c. What has been referred to as "side jobs" - a short term, occasional job.

It is the policy of this department to permit officers to engage in outside employment within the confines of Section 208-d of the General Municipal Law and in conformance with all applicable State and Federal Laws. The following rules and regulations shall govern such outside employment by members of the Rye Police Department.

1. All Police Officers who desire to engage in outside employment shall submit a secondary employment request to the Office of the Police Commissioner. (see attached)
 - a. A separate request shall be filed for each secondary position.
 - b. Secondary employment shall be renewed annually; renewal requests are to be submitted to the office of the Police Commissioner not later than May 1st of each year.
2. That secondary employment request shall contain the position, employer, location, duties, hours of work and total hours of work per week.
3. All members of the Police Department are prohibited from performing secondary employment while on sick or injured leave or while assigned to transitional duty.
4. Such employment shall not interfere with their obligation to be called for duty at any time of day or night for emergencies, special assignment and overtime duty.
5. A Police Officer working off duty within the "City of Rye" limits and in public view, such as working traffic or in the business district, shall wear the full police uniform with badge and firearm.
6. No officer will work either "inside" a private business or private property side job while wearing a police uniform.
7. Regulation 5 & 6 above may be modified by the prior written approval of the Police Commissioner
8. A Police Officer working off duty in uniform shall be under the supervision of the Police Commissioner and on duty officers.

Reasons for Denial: Request for secondary employment may be denied for any of the following reasons:

1. Where the applicants sick time indicates secondary employment may impair his ability to discharge police obligations.

- | 2. Any officer who has had a poor sick leave record ~~will~~may be denied off duty employment, self employment, side jobs or overtime.
3. Where in the opinion of the Police Commissioner, hours of secondary employment would conflict with normal police working hours.
4. Where secondary employment obligations are such that they may possibly bring the Police Department or the applicant into disfavor or disrespect or involve the officer in violations of the Rules and Regulations of the Department.
5. When secondary employment hours would be in excess of 20 hours.
6. When secondary employment is in violation of any State or Federal Law.

SECONDARY EMPLOYMENT REQUEST

TO: Police Commissioner
FROM:
SUBJECT: Permission for Secondary Employment
DATE:

Please be advised that I request to work at a secondary position. The following information is submitted:

Position/Employer: _____

Location: _____

Duties: _____

Hours of Work: _____

Total Hours of Work per week: _____

Approved: _____

Disapproved: _____

William R. Connors
Police Commissioner

WRC/gk

REQUESTS MUST BE RENEWED PRIOR TO MAY 1ST OF EACH YEAR

CITY OF RYE POLICE DEPARTMENT

General Order #104.2	New [x]	Revised []
Supersedes:		
Subject: P.B.A. Bulletin Board		
Date Issued 07/22/98	Date Effective 07/22/98	Page 1 of 1
Issuing Authority: William A. Pease <u>R. Connors</u> , Police Commissioner		

It will be the policy of this Department to allow the P-B-A-Rye Police Association to maintain a bulletin board at Police Headquarters. All items posted on the bulletin board must have the prior approval of the P-B-A-Rye Police Association President.

Guidelines

It will be the Tour Supervisor's responsibility to check the PBA Bulletin Board at the start of his tour and at least once during his/her tour. Any items posted that would be viewed as inappropriate or insensitive material that constitutes contributing toward making the work place a hostile work environment shall be removed. Upon removal, a report will be written by the Tour Supervisor which will ~~contain~~include the date and time the item was removed. The report will be attached to the item and put with the daily paper work to be sent to the Police Commissioner's Office.

CITY OF RYE POLICE DEPARTMENT

General Order #104.3	New [x]	Revised []
Subject: Uniform Classifications		
Date Issued 02/17/06	Date Effective 02/17/06	Page 1 of 4
Issuing Authority: William R. Connors, Police Commissioner		

DRESS UNIFORM (CLASS A)

To be worn for ceremonies, promotions, funerals, etc., or as directed by supervisory authority:

8-point cap
Summer blouse
Long sleeved shirt with tie
~~Dress-Duty/Dress~~ Trousers
Shined shoes
White gloves
Equipment belt (leather, basketweave design) with "Sam Browne" shoulder strap. White metal buckle for police officers; yellow metal buckle for detectives and above. Worn with authorized holster, double magazine pouch on same side as holster, and handcuff case (worn on back center of belt).

PATROL UNIFORM

To be worn by members performing patrol duty in uniform:

WINTER (Class B)

Long sleeved shirt with tie or turtleneck worn beneath shirt
(Turtleneck may be work without long sleeved shirt if worn under an outer garment)
Duty jacket (heavy or light weight) or "V"-neck military-style sweater
Duty trousers
Black shoes or boots, shined
Black gloves
Full equipment belt (leather, basketweave design) without Sam Browne shoulder strap

8-point cap

Authorized concealable body armor

Optional: "Trooper" style winter hat may be worn between November and March

Optional: knit watch cap with "RYEPD" logo may be authorized by the Tour Supervisor when the temperature for the tour is expected to be below 15 degrees Fahrenheit and inclement winter weather (i.e., snow, sleet, freezing rain) is predicted by the National Weather Service

Optional: Body armor may be worn in authorized quilted cover under an outer garment (quilted vest cover will not be worn as an outermost garment).

SUMMER (Class B)

Long sleeved shirt with tie

Duty jacket or V-neck military-style sweater

Duty trousers

Black shoes or boots, shined

Black gloves

Equipment belt (leather, basketweave design) without Sam Browne shoulder strap

8-point cap

Authorized concealable body armor

Optional: Summer cap (with perforated frame)

SUMMER (Class C)

Members of the Department are authorized to wear the short sleeved uniform shirt at their option between May 1st and November 1st, and may be authorized to wear the short sleeved uniform shirt by the Tour Supervisor during other periods when the outdoor temperature, as forecast by the National Weather Service, is predicted to be above 65 degrees Fahrenheit during a given tour.

Short-sleeved shirt without tie

Duty trousers

Black shoes or boots, shined

Black gloves

Equipment belt (leather, basketweave design) without Sam Browne shoulder strap

8-point cap

Authorized concealable body armor

Optional: Summer cap (with perforated frame)

ADMINISTRATIVE UNIFORM (Class D)

To be worn by members performing administrative duties in uniform:

WINTER:

No cap
Long sleeved shirt and tie or turtleneck
Duty trousers
Black shoes or boots
Optional: equipment belt (leather, basketweave design) without Sam
Browne shoulder strap
Optional: "V"-neck military-style sweater

SUMMER

No cap
Short-sleeved shirt without tie
Duty trousers
Black shoes or boots
Equipment belt (leather, basketweave design) without Sam Browne
shoulder strap (optional)
Optional: "V"-neck military-style sweater

Specialized Units:

Because of the specialized nature of the duties performed by members of certain units, members assigned may wear the authorized golf-type shirt, navy blue in color, with Department patches on both sleeves, City of Rye Police Department shield embroidered on the left breast, "City of Rye Police" embroidered or silk-screened on back, and the member's name and rank embroidered on the right breast. They will be worn by members assigned to the following units, when specifically authorized for a specific tour for duties being performed during that tour. Shirts will not be worn off duty.

Bicycle Unit: Golf shirt/black bicycle pants or shorts, authorized navy/royal blue outer garment, nylon duty belt, black sneakers.

Firearms and Tactics Unit: Golf Shirt/Tan BDU-style trousers

Car Seat Technicians: Golf shirt/tan BDU-style trousers.
Equipment belt optional.

Marine Unit: Golf shirt/blue BDU-style trousers or shorts, personal flotation devices (when on vessel), nylon duty belt, embroidered baseball cap, black sneakers or appropriate footwear.
Optional: tan golf shirt and tan BDU-style trousers or shorts during hot weather; navy blue windbreaker jacket; "firefighter"-style sweatshirt with regulation patches and embroidery.

Training Uniform

For attendance at training or other events, as directed, uniformed members of the service may be authorized to wear the following:

Training Uniform: Authorized golf-type shirt, navy blue in color, with City of Rye Police Department shield embroidered on the left breast, "City of Rye Police" on back, and the member's name and rank embroidered on the right breast; tan BDU-style trousers. Shirts will not be worn off duty. Equipment belt is optional, unless specified for the type of training being conducted.

CITY OF RYE POLICE DEPARTMENT

General Order #104.4	New [<input checked="" type="checkbox"/>]	Revised [<input type="checkbox"/>]
Subject: Annual Inspection of Uniforms and Equipment		
Date Issued 03/31/08	Date Effective 03/31/08	Page 1 of 2
Issuing Authority: William R. Connors, Police Commissioner		

Purpose:

To ensure that uniformed members of the Department are properly equipped and that their uniforms and equipment are serviceable and maintained in accordance with Department standards.

Procedure:

1. Annually, prior to February 15th of each year, sergeants will inspect the uniforms and equipment of uniformed members of the Department under their supervision to verify that each member is in possession of at least the minimum equipment listed below, and that it is in serviceable condition:

3 long-sleeved shirts	1 uniform tie
3 short-sleeved shirts	1 all-purpose helmet
2 pairs BDU trousers	1 set Personal Protective Equipment (PPE)
2 pairs dress trousers	1 duty rig with holster
1 dress blouse	1 reflective traffic vest
1 winter "Cruiser" jacket	1 bullet resistant vest
1 lightweight "Bomber" jacket	1 portable radio with case
1 raincoat	Department-issued firearm
1 cap cover	
1 8-point uniform cap	

2. Sergeants will ensure that each member is in possession of a valid New York State driver's license.

3. Sergeants will inspect each member's Department Manual to ensure that it is updated, and will verify the inspection on the attached sheet, which will be inserted in each member's Department Manual immediately following the index.

4. The Patrol Lieutenant will conduct these inspections for Sergeants. The Commanding officer, Detective Division will conduct inspections for members assigned to the Detective Division
5. Deficiencies will be brought to the attention of the members concerned and they will be directed to correct them within ten (10) days of the inspection.
6. Supervisors will forward a Supplementary report to the Patrol Lieutenant prior to March 1st of each year verifying that the inspections have been completed, listing any deficiencies, and noting corrective action taken.



CITY OF RYE

POLICE DEPARTMENT

DEPARTMENT MANUAL RECORD OF INSPECTION

Issued to: Rank: _____ Name: _____

Inspected by: Rank: _____ Name: _____ Date: _____

Inspected by: Rank: _____ Name: _____ Date: _____

Inspected by: Rank: _____ Name: _____ Date: _____

Inspected by: Rank: _____ Name: _____ Date: _____

Inspected by: Rank: _____ Name: _____ Date: _____

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Inspected by: Rank: _____ Name: _____ Date: _____

CITY OF RYE POLICE DEPARTMENT

General Order #111.04	New [x] Supersedes:	Revised [x]
Subject: Processing of Recovered Firearms: "Crime Guns"		
Date Issued 06/15/09	Date Effective 06/15/09	Page 1 of 3
Issuing Authority: William R. Connors, Police Commissioner		

I. PURPOSE: UCR Crime Statistics show that the use of firearms in the commission of violent crimes continues to be a challenge faced by all law enforcement agencies.

There are several important procedures that should be strictly followed by law enforcement agencies every time a crime gun is recovered. This procedure is designed to clarify exactly what constitutes a firearm classified as a "crime gun" and the process that every law enforcement agency should complete, without exception, whenever a crime gun is recovered.

II. POLICY: In order to enhance both local and global law enforcement efforts, the City of Rye Police Department will ensure that recovered firearms classified as "crime guns" are processed in a manner that maximizes their investigative value.

III. DEFINITIONS:

DCJS: The New York State Division of Criminal Justice Services.

Department: The City of Rye Police Department.

Crime Gun: Any firearm (handgun or long gun) seized that was unlawfully possessed; used in a crime; suspected to have been used in a crime; or recovered under circumstances requiring investigation.

IV. PROCEDURE: The following three-step procedure is to be completed without delay in every instance in which a firearm classified as a crime gun comes into the possession of this Department.

STEP ONE – GINQ Check:

Conduct an NCIC/NYSPIN **GINQ** check to determine if the recovered crime gun may have been reported lost or stolen.

1. If a positive response is received, member will follow NYSPIN hit confirmation procedures for stolen guns.

a. Send a **GLOC** (Stolen/Lost Gun Locate message). The **GLOC** will send a message to the agency who reported the gun as lost or stolen that the firearm has now been located or seized (Ref: NYSPIN Operating Manual – Chapter 2 – Section 4.3.1)

2. If a negative response is received, make a NYSPIN Recovered Gun Entry.

a. Utilize the **GREC** message Entry Screen to create a record in NYSPIN and NCIC against which a later entry will hit in the event the gun is reported lost or stolen at a later date. (Ref: NYSPIN Operating Manual – Chapter 2 – Section 4.4.1)

STEP TWO – GGUN Entry:

Send the formatted NYSPIN **GGUN** message to the NYS Criminal Gun Clearinghouse (Ref: NYSPIN Operating Manual – Chapter 2 – Section 4.4.1). NOTE: Submitting agencies should ensure that their correct ORI is included to expedite the delivery of information. Agencies should also make every effort to ensure that complete and accurate firearm descriptive information is provided.

- a) Sending the **GGUN** message satisfies legislatively mandated reporting requirements and adds critical information to the Criminal Gun Clearinghouse database. **GGUN** submissions automatically generate a legislatively mandated trace request through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) National Tracing Center; trace results are returned to the submitting agency by ATF personnel via U.S. mail.
- b) **GGUN** submissions are analyzed and checked against existing databases; an acknowledgement of receipt and any pertinent information regarding the crime gun is returned to the submitting agency by Criminal Gun Clearinghouse personnel via NYSPIN.

Information regarding defaced firearms (handguns and long guns) can and should be submitted using the GGUN teletype message. If the serial number on a defaced firearm is subsequently restored by the crime lab, the agency should notify the Criminal Gun Clearinghouse of the change by calling (518) 786-2194. Notifying the CGCH will serve two purposes: (1) the original **GGUN** entry will be updated with the restored serial number by CGCH staff, and (2) ATF will be notified so that a trace of the weapon can be initiated. (Note: **Do not make another entry into GGUN as it will result in a duplicate entry.**)

STEP THREE – Submit to Firearms Laboratory:

- a) Submit the recovered crime gun to the appropriate firearms laboratory in a timely manner. Also submit any recovered unfired ammunition for laboratory test fire purposes. As appropriate, recovered weapons should be preserved for latent prints and possible DNA testing.

- b) Submitting a recovered firearm (handgun or long gun) to the lab for processing may provide law enforcement agencies with information that can:
1. Link Violent Crimes
 2. Link Violent Crimes to Weapons
 3. Identify the Sources of Weapons
- c) All recovered crime guns should be submitted to the appropriate firearms lab so that other testing can take place, with particular attention being paid to auto-loading weapons. Lab testing includes the identification and testing of firearms (handguns and long guns), microscopic comparisons of projectiles and cartridge casings, and serial number restorations. Appropriate items will result in a NIBIN (National Integrated Ballistic Information Network) entry.

It is important to note that failing to submit a gun to the lab for testing is a lost opportunity to determine if the gun recovered by an agency was used in the commission of another crime either in this jurisdiction or in another jurisdiction. For this reason alone, it is critical that all recovered crime guns, whether a handgun or a long gun, be submitted to the appropriate crime lab for complete testing in a timely manner. It is a critical component of solving cases and having a statewide database of recovered crime guns.

DCJS reviews the information submitted by each agency in the Monthly Gun Data Report. **The expectation is that for every crime gun recovered, there will be a corresponding GGUN entry and lab submission.**

CITY OF RYE POLICE DEPARTMENT

General Order #113.19	New [x]	Revised []
Subject: Confrontation Situations		
Date Issued 03/31/08	Date Effective 03/31/08	Page 1 of 3
Issuing Authority: William R. Connors, Police Commissioner		

I. PURPOSE:

To safely resolve confrontations between members of the service, both on and off duty, in which a Police Officer's identity is not apparent.

II. SCOPE:

The type and circumstances of encounters between members of the service - whether in uniform or civilian clothes, both on and off duty - are so varied that the encounters defy all-encompassing guidelines. In such encounters, the actions of the members in the first few seconds are of vital importance. It must be absolutely clear in the minds of all members of the service that in any confrontation, the burden of proving identity rests on the CONFRONTED OFFICER, whether on or off duty. The CHALLENGING OFFICER, however, also has a responsibility to use sound tactics and judgment in approaching the situation.

III. DEFINITIONS:

CHALLENGING OFFICER - For the purpose of this procedure, the sworn member of the Department who comes upon the scene where an unidentified armed person is observed will be called the challenging officer.

CONFRONTED OFFICER - The uniformed member of the service (usually civilian clothed) either on or off duty, who may be armed and taking police action and whose identity and objectives are not immediately apparent to the challenging officer.

IV. PROCEDURE:

When on duty sworn personnel, whether uniformed or civilian clothed, respond to a scene and challenge an unidentified armed person, who may be an on duty or off duty sworn member of the service or an enforcement officer from an outside criminal justice agency, uniformed members of the Department shall comport themselves in accordance with the protocols contained herein.

CHALLENGING OFFICER

1. Immediately take cover to the rear, not to the side, of the person being challenged, if possible.

NOTE: A challenge from the rear allows more time for the challenging officer to evaluate the subject's reactions and also give the challenging officer a tactical advantage. A challenge from the side reduces response time. Utilize any cover available (car, garbage can, lamppost, mailbox, etc.). Any object is a form of protection, even though its value might be only of a concealment nature.

2. Identify self in a loud clear voice, stating "Police Don't Move."

NOTE: Avoid using directives that are contradictory such as, "Don't move and raise your hands." This will only confuse the person. Avoid using slang terms such as "Freeze" or "Hold It."

CONFRONTED OFFICER

3. Remain motionless even if it means a fleeing suspect may escape.
 - a. Do not turn body, especially if holding a firearm.
4. Inform the challenging officer that he/she is a police officer and obey all directions from the officer making the challenge.

CHALLENGING OFFICER

5. Request person to give exact location of identification and to produce identification slowly, in a controlled manner, if person states he/she is a police officer.

NOTE Civilian clothed sworn members of the service should make it a practice to carry their shields in a pocket opposite their shooting hands. The IDENTIFICATION CARD is the primary form of identification and must always be carried, but the shield need not be carried when an officer is not armed.

CONFRONTED OFFICER

6. Inform challenging officer of exact location of identification before moving.
7. Produce identification slowly, in a controlled manner, without unnecessary movement.

CHALLENGING OFFICER

8. Examine credentials to insure:
 - a. Validity, and
 - b. Photo or description (if any) fits individual.
9. Remain alert until you are completely satisfied as to the person's identity.
10. Return credentials, if satisfied with identification.
11. Prepare Supplementary Report.

CHALLENGING OFFICER

12. Request tour supervisor and/or supervisory officer of on duty member to respond if there is concern about the manner in which the situation was handled.

RESPONDING SUPERVISOR

13. Have members involved report to Headquarters.

DIVISION COMMANDER - CHALLENGING OFFICER

14. Determine duty status of members involved.
15. Confer with commanding officer of confronted member(s) involved, and conduct an investigation.
16. Interview members involved.
17. Interview supervisory officers and witnesses, if appropriate.
18. Inform member involved of results of investigation and counsel member on weaknesses and corrective measures taken, if appropriate.
19. Prepare a report of findings and recommendations and forward to Police Commissioner.

CITY OF RYE POLICE DEPARTMENT

General Order #113.20	New [x]	Revised [x]
Supersedes:		
Subject: Hate Crimes		
Date Issued 11/09/11	Date Effective 11/09/11	Page 1 of 9
Issuing Authority: William R. Connors, Police Commissioner		

I. PURPOSE

This policy is established to assist employees in identifying and investigating hate crimes and assisting victimized individuals and communities.

II. POLICY

Any acts or threats of violence, property damage, harassment, intimidation, or other crimes motivated by hate and bias and designed to infringe upon the rights of individuals are viewed very seriously by this agency and will be given high priority. This Department shall employ necessary resources and vigorous law enforcement action to identify and arrest hate crime perpetrators. Also, recognizing the particular fears and distress typically suffered by victims, the potential for reprisal and escalation of violence, and the far-reaching negative consequences of these crimes on the community, this Department shall be mindful of and responsive to the security concerns of victims and their families.

III. DEFINITIONS

A. New York State Penal Law §485.05 Hate Crimes.

1. A person commits a hate crime when he or she commits a specified offense and either:

- (a) intentionally selects the person against whom the offense is committed or intended to be committed in whole or in substantial part because of a belief or perception regarding the race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation of a person, regardless of whether the belief or perception is correct, or
- (b) intentionally commits the act or acts constituting the offense in whole or in substantial part because of a belief or perception regarding the race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation of a person, regardless of whether the belief or perception is

correct.

2. Proof of race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation of the defendant, the victim or of both the defendant and the victim does not, by itself, constitute legally sufficient evidence satisfying the people's burden under paragraph (a) or (b) of subdivision one of this section.

For purposes of this section:

- (a) the term "age" means sixty years old or more;
- (b) the term "disability" means a physical or mental impairment that substantially limits a major life activity.

A. Specified Crimes Pursuant To Penal Law §485.05, "Hate Crimes"

The crimes that can be charged under the Hate Crime statute are listed in Attachment A.

B. Penal Law § 240.31 Aggravated harassment in the first degree.

A person is guilty of aggravated harassment in the first degree when with intent to harass, annoy, threaten or alarm another person, because of a belief or perception regarding such person's race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation, regardless of whether the belief or perception is correct, he or she:

- 1. Damages premises primarily used for religious purposes, or acquired pursuant to section six of the religious corporation law and maintained for purposes of religious instruction, and the damage to the premises exceeds fifty dollars; or
- 2. Commits the crime of aggravated harassment in the second degree in the manner proscribed by the provisions of subdivision three of section 240.30 of this article and has been previously convicted of the crime of aggravated harassment in the second degree for the commission of conduct proscribed by the provisions of subdivision three of section 240.30 or he or she has been previously convicted of the crime of aggravated harassment in the first degree within the preceding ten years; or
- 3. Etches, paints, draws upon or otherwise places a swastika, commonly exhibited as the emblem of Nazi Germany, on any building or other real property, public or private, owned by any person, firm or corporation or any public agency or instrumentality, without express permission of the owner or operator of such building or real property;
- 4. Sets on fire a cross in public view; or
- 5. Etches, paints, draws upon or otherwise places or displays a noose, commonly exhibited as a symbol of racism and intimidation, on any building or other real property, public or private, owned by any person, firm or corporation or any public agency or instrumentality, without express permission of the

owner or operator of such building or real property.

Aggravated harassment in the first degree is a class E felony.

C. Penal Law § 240.30(3) Aggravated harassment in the second degree.

A person is guilty of aggravated harassment in the first degree when with intent to harass, annoy, threaten or alarm another person, he or she:

(3) Strikes, shoves, kicks, or otherwise subjects another person to physical contact, or attempts or threatens to do the same because of a belief or perception regarding such person's race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation, regardless of whether the belief or perception is correct.

Aggravated harassment in the second degree is a class A misdemeanor. The additional crimes that can be charged under the Hate Crime statute are listed in Attachment A.

IV. PROCEDURES

A. Goals

1. Responding personnel shall conduct a thorough and complete investigation in all suspected and/or confirmed hate crime incidents.
2. Officers should make every effort to become familiar with organized hate groups operating in the community and police contacts should be documented.

B. Initial Response Procedures

Initial responding officers at the scene of a suspected hate crime shall take preliminary actions deemed necessary, including, but not limited to, the following:

1. Secure the scene. Steps should be taken so that the initial situation does not escalate. This includes but is not limited to:
 - a. Stabilizing injured victims and requesting medical aid.
 - b. Providing protection to victims and witnesses by increased police presence.
 - c. Securing the crime scene and ensuring the collection and photographing of physical evidence such as hate literature, spray paint cans, and symbolic objects used by hate groups, such as swastikas and crosses.
2. Identify criminal evidence on the victim if applicable.
3. Request the assistance of a translator or counselor when necessary.
4. Request the assistance of an investigator and supervisor.
5. Conduct a preliminary investigation and record information on:
 - a. the identity of suspected perpetrators,

- b. the identity of witnesses, including those no longer at the scene,
 - c. prior bias-motivated occurrences in the immediate area or against the same victim. (confer with Detective Division, NYSIC (518) 786-2100 and/or the Westchester Intelligence Center #####),
 - d. statements made by suspects; exact language is critical.
6. Arrest suspected perpetrators if probable cause exists.
- a. Conduct interview and attempt to establish motive
 - b. Consult with prosecutor if there is a question as to proper criminal charges
7. Ensure that necessary preliminary actions have been taken and brief the responding supervisor as to those actions. During the investigation, responding personnel should look for possible signs that the incident may be a hate crime, such as:
- The motivation of the perpetrator or lack of motive.
 - Statements made by the perpetrator.
 - The presence of multiple perpetrators.
 - The display of offensive symbols, words or acts.
 - Was any hate literature found in the possession of the suspect?
 - Is the victim the only person of a particular group at a park or facility?
 - Is the victim from a different racial, ethnic, religious group than the perpetrator?
 - The absence of any motive. The brutal nature of a particular incident could denote a hate crime, particularly when the perpetrator and victim do not know each other.
 - The perpetrator's perception of the victim, whether accurate or not.
 - The date, time or circumstances of the occurrence, such as on a religious holiday, or an event occurring at a gathering of a group of people affiliated by ethnicity, religion, sexual orientation, etc.
 - Multiple incidents occurring in a short time period and all the victims were of the same identifiable group.
 - Were the real intentions of the perpetrator racial, color, religious or ethnic oriented, or were there other reasons such as pranks, unrelated vandalism, or a dispute arising out of a non-bias related disagreement?
 - Incident occurred in proximity to an establishment that could be associated with one of the protected classes.
 - The perpetrator targeted a particular portion of the victim's body; i.e. Sikh victim forcibly having his hair cut, or a victim targeted for his/her sexual orientation being attacked near or around his or her genitalia.
 - The victim's perception that he/she was selected because he/she was a member of an identifiable group.
8. Note that the mere mention of a bias remark does not make an incident bias motivated, just as the absence of a remark does not make an incident without bias.
9. Be cognizant of dual motivation by some suspects. Example: A suspect may be looking to commit robberies but specifically targets elderly victims.

C. Supervisory Responsibilities

The Tour Supervisor shall confer with the initial responding officer(s), ensure that necessary preliminary actions have been taken, and make appropriate notifications. The supervisor shall request any additional personnel necessary to accomplish the following:

1. Provide immediate assistance to the crime victim.
 - a. Express the law enforcement agency's official position on the importance of these cases, and describe the measures that will be taken to apprehend the perpetrators.
 - b. Express the department's interest in protecting victims' anonymity whenever possible.
 - c. Allow the victim a period in which to express his or her immediate concerns and express his or her feelings.
 - d. Communicate with concerned community-based organizations, civic groups, and religious institutions regarding the suspected or confirmed bias incident.
 - e. Identify individuals or agencies that may provide support and assistance. These may include family members or close acquaintances, a family clergyman or departmental chaplain, as well as community service agencies that provide victim assistance, shelter, food, clothing, child care, or other related services. Provide information regarding New York State Crime Victims Board.
 - f. Tell the victim about the probable sequence of events in the investigation and prosecution.
 - g. Explain security measures and precautions to the victim.
2. Ensure that officers and investigator conduct a thorough preliminary investigation.
3. Ensure that all relevant facts are documented on an incident or arrest report or both and make an initial determination as to whether the incident should be classified as a hate crime.
4. Notify other appropriate personnel in the chain of command, depending on the nature and seriousness of the offense and its potential inflammatory and related impact on the community.
5. Implement measures to ensure the safety of the victim.

D. Investigators' Responsibilities

Investigators shall conduct a complete and thorough follow-up investigation and recommend to Commanding Officer whether the incident should be classified as a hate crime. They shall ensure that appropriate assistance is being provided to hate crime victims, to include the following measures when appropriate:

- a. Contact the victim periodically to determine whether he or she is receiving adequate and appropriate assistance.
- b. Provide ongoing information to the victim about the status of the criminal

investigation.

c. Attempt, whenever possible, to conduct all interviews with victims at their convenience and minimize, to the degree possible, interactions in which victims have to relate the incident.

E. Incident Report Preparation

Incident reports should clearly indicate the following information:

- Offense – Hate Crime designated Penal Law
- Victim age, gender, race, and ethnicity (when victim(s) is an individual(s))
- Offender age, gender, race, and ethnicity (when available)

The narrative portion of the Incident report should document that the victim(s) was intentionally selected or that the act was intentionally committed because of a belief or perception regarding such victim's race, color, national origin, ancestry, gender, religion, religious practice, age, disability, or sexual orientation. The specific bias motivation of the perpetrator should be documented (Ex: selected victim because he was Hispanic, Jewish, Muslim, etc...)

Arrest Processing

The Hate Crimes law is a sentencing enhancement statute. Thus, when the specified crime is a misdemeanor or a class C, D, or E, felony, the hate crime shall be deemed to be one category higher. For example, if a defendant is alleged to have committed an Assault in the second degree, which is a "D" felony and it is alleged that the assault was a hate crime, then upon a conviction the assault is deemed to be a "C" felony and the sentence imposed will be based upon the sentencing range for a "C" felony. "A" and "B" felonies charged as hate crimes stay the same but are subject to higher penalties.

It is important to realize that a class A misdemeanor charged as a hate crime is deemed a class E felony. This may affect the manner in which the case is handled (e.g., arraignment, bail, grand jury).

Reporting of hate crime arrests is statutorily required. It is essential that if an individual is being charged with a hate crime, the arrest is properly coded.

When an arrest is being processed for a hate crime, the Arresting Officer is required to use the Penal Law code with the letter "H" to highlight and make the distinction. The letter "H" is applied to the subdivision of the PL section. In those cases where no subdivision exists, a double zero is used with the letter "H". Use caution when using the automated booking system to ensure that the correct offense is selected.

Examples:

PL section 120.00, subdivision 1 – Assault 3rd

- 120.00(01H), when it is a Hate Crime

PL Section 140.15 – Criminal Trespass 2nd

- 140.15 (00H), when it is a Hate Crime

Note: Do not use the letter H when not charging a hate crime or the arrest will be

reported as a hate crime arrest by DCJS.

Accusatory Instrument

1. As the Legislature made clear in the language of Penal Law section 485.00, the victim of a hate crime is society as a whole. It is apparently for that reason that the hate crime statute does not require specification of any particular person, only "a person." It is the attribute of the protected class (i.e., sex, race, sexual orientation, etc.), not the name of any particular individual member or members of that class which is of importance. Accordingly, the manner in which to allege a hate crime is to set forth the particular attribute of the protected class which is claimed to have motivated the defendant, and not name any particular person or persons. The indictment can simply allege that the defendant committed the underlying crime in whole or in substantial part because of a belief or perception of the race, or sex, or sexual orientation, etc, of "a person." Likewise, when alleging aggravated harassment in the first degree, the accusatory instrument need only allege prohibited conduct directed toward a class of individuals.

2. The accusatory paperwork filed with the court should also list the "H" designator. The narrative portion of the accusatory incident must include the elements and facts of the crime that demonstrate that the victim was intentionally selected or the act was intentionally committed because of a belief or perception regarding such person's race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation.

Records Management Section

1. Assist department in complying with state hate crime reporting requirements.
 - a. Submit all incidents of reported hate crimes to DCJS each month using the State form 3294. Forms must be submitted each month. If no hate crimes were reported, departments must complete the form by checking the "Nothing to Report (NTR)" box.
 - b. Report monthly, by submitting a duplicate copy of form 3294, to the Regional or County Crime Analysis Center in accordance with any county or local laws.

G. Community Relations and Crime Prevention

Hate crimes are viewed in the community not only as a crime against the targeted victim(s), but also as a crime against the victim's identification group as a whole. Working constructively with segments of this larger community after such crimes is essential to help reduce fears, stem possible retaliation, prevent additional hate crimes, and encourage any other previously victimized individuals to step forward and report those crimes. This is particularly important if an upward trend has been identified in these crimes. Towards this end, this agency's community relations function, or officers so assigned, shall perform the following:

1. Provide victim(s) with a point of contact in the department to whom they can

- direct questions or concerns, and keep them informed of the case progress including the end result of the investigation or prosecution.
2. Protect the privacy of the victim and their families as much as possible.
 3. Provide any direct assistance reasonably possible and referral assistance to the victim and the family of the victim.
 4. Meet with neighborhood groups, residents in target communities and other identified groups, to allay fears, emphasize the agency's concern over this and related incidents, reduce the potential for counter-violence and reprisals, and provide safety, security, and crime prevention information.
 5. Engage the media as partners in restoring victimized communities through sensitive and accurate reporting. Information regarding hate crimes should be prepared for the media in an accurate and timely manner.
 6. Conduct public meetings or forums designed to address the community-wide impact of hate crime and violence in general.
 7. Establish liaisons with formal community-based organizations and leaders to mobilize resources that can be used to assist victims and prevent future hate incidents and crimes.
 8. Expand, where appropriate, preventive programs such as hate, bias, and crime reduction seminars for school children.

Sources: International Association of Chiefs of Police (IACP) Model Policy
New York State Police Policy
Clinton County Sheriff's Department General Order
State of New York Attorney General's Hate Crime: Manual for Prosecutors
Nassau County Police Department Procedure
New York City Police Department Hate Crimes Task Force
Westchester County Department of Public Safety Crime Analysis Unit Section
273.01 (3) of the Laws of Westchester County
New York City Anti-Violence Project
Westchester District Attorney's Office

ATTACHMENT "A"**SPECIFIED CRIMES PURSUANT TO PENAL LAW §485.05, "HATE CRIMES"**

A "specified offense" is an offense defined by any of the following provisions of this chapter: section 120.00 (assault in the third degree); section 120.05 (assault in the second degree); section 120.10 (assault in the first degree); section 120.12 (aggravated assault upon a person less than eleven years old); section 120.13 (menacing in the first degree); section 120.14 (menacing in the second degree); section 120.15 (menacing in the third degree); section 120.20 (reckless endangerment in the second degree); section 120.25 (reckless endangerment in the first degree); section 121.12 (strangulation in the second degree); section 121.13 (strangulation in the first degree); subdivision one of section 125.15 (manslaughter in the second degree); subdivision one, two or four of section 125.20 (manslaughter in the first degree); section 125.25 (murder in the second degree); section 120.45 (stalking in the fourth degree); section 120.50 (stalking in the third degree); section 120.55 (stalking in the second degree); section 120.60 (stalking in the first degree); subdivision one of section 130.35 (rape in the first degree); subdivision one of section 130.50 (criminal sexual act in the first degree); subdivision one of section 130.65 (sexual abuse in the first degree); paragraph (a) of subdivision one of section 130.67 (aggravated sexual abuse in the second degree); paragraph (a) of subdivision one of section 130.70 (aggravated sexual abuse in the first degree); section 135.05 (unlawful imprisonment in the second degree); section 135.10 (unlawful imprisonment in the first degree); section 135.20 (kidnapping in the second degree); section 135.25 (kidnapping in the first degree); section 135.60 (coercion in the second degree); section 135.65 (coercion in the first degree); section 140.10 (criminal trespass in the third degree); section 140.15 (criminal trespass in the second degree); section 140.17 (criminal trespass in the first degree); section 140.20 (burglary in the third degree); section 140.25 (burglary in the second degree); section 140.30 (burglary in the first degree); section 145.00 (criminal mischief in the fourth degree); section 145.05 (criminal mischief in the third degree); section 145.10 (criminal mischief in the second degree); section 145.12 (criminal mischief in the first degree); section 150.05 (arson in the fourth degree); section 150.10 (arson in the third degree); section 150.15 (arson in the second degree); section 150.20 (arson in the first degree); section 155.25 (petit larceny); section 155.30 (grand larceny in the fourth degree); section 155.35 (grand larceny in the third degree); section 155.40 (grand larceny in the second degree); section 155.42 (grand larceny in the first degree); section 160.05 (robbery in the third degree); section 160.10 (robbery in the second degree); section 160.15 (robbery in the first degree); section 240.25 (harassment in the first degree); subdivision one, two or four of section 240.30 (aggravated harassment in the second degree); or any attempt or conspiracy to commit any of the foregoing offenses.

4. For purposes of this section:

- (a) the term "age" means sixty years old or more;
- (b) the term "disability" means a physical or mental impairment that substantially limits a major life activity.

CITY OF RYE POLICE DEPARTMENT

General Order #114.3	New [x]	Revised []
Supersedes:		
Subject: Emergency Mobilization		
Date Issued 11/01/96	Date Effective 11/01/96	Page 1 of 2
Issuing Authority: William A. Pease <u>R. Connors</u> , Police Commissioner		

Police Emergency Mobilization Plan

The City of Rye Police Department Emergency Mobilization Plan consists of three (3) phases.

1. Phase I, the hold-over of a current shift.
2. Phase II, Phase I expanded to include the personnel of selected sections/units, and the call-in of the next scheduled shift.
3. Phase III, Phase II expanded to include the call in of all sworn and non sworn staff and the notification of extra departmental officials and resources; i.e., City Manager, other Police Agencies, etc.

Authorization:

1. A Phase I Emergency Mobilization may be authorized by the Commanding Officer of the Patrol Division or the on duty Sergeant. A Phase I Mobilization requires the immediate notification of the Patrol Lieutenant ~~on-call~~. Whenever possible, the Lieutenant ~~on-call~~ should be consulted prior to the implementation of a Phase I.
2. A Phase II and III Emergency Mobilization may be authorized by the Police Commissioner or a Lieutenant ~~on-call~~.
3. The Commissioner or his designee authorizing a Phase III shall arrange for broadcast of the EMP on local news media when appropriate.

Procedures:

1. In the event of a phase II or III Mobilization, the ~~Duty-Sergeant~~Tour Supervisor will:
 - a. Direct headquarters personnel that complainants be informed that the police department is presently only available to respond to critical service requests; and suspend calls for service not involving danger to life and property.

b. Insure that all off duty personnel are notified and advised that an EMP is in effect ~~-, and to~~ To report for duty in uniform and ready for assignment.

NOTE: Personnel will report to headquarters unless directed otherwise by headquarters personnel or by standing orders.

c. Off duty personnel will also be notified of specific areas to avoid while in transit.

The EMP plan shall be tested ~~at least annually~~ periodically.

EMERGENCY MOBILIZATION: Telephone Instructions

Use only the following message format. Make sure the recipient of the call understands that this is an emergency call and that the officer is to report to his/her office. (NOTE: Certain officers have specialized duties which may require that they report to locations other than their normal assignment. If an officer questions his/her reporting location, instruct him/her to report as previously directed.

"This is (give your name) of the Rye Police Department. An emergency mobilization has been ordered. _

Is this Officer _____?" (if not, can he be reached? Where? (telephone number). If unable to locate or you get an answering machine, leave message to have officer report to his office as follows:

"The Police Commissioner has ordered an emergency mobilization. Report to the Rye Police Department immediately, for your assignment." (IF instructed, add "It is recommended that you avoid the _____ area of the City.")

Operators are to record the answer on the roster as follows:

1. If answer is received properly, note "OK".
2. If no answer, note "NA".
3. If message left, note "ML".
4. If wrong number, note "WN".

CITY OF RYE POLICE DEPARTMENT

General Order #114.8	New []	Revised [x]
Supersedes: 114.8 issued 05/16/05		
Subject: Mutual Aid		
Date Issued 07/19/11	Date Effective 07/19/11	Page 1 of 23
Issuing Authority: William R. Connors, Police Commissioner		

PURPOSE:

To establish guidelines for requesting or providing police assistance to or from other law enforcement agencies.

BACKGROUND:

From time to time, other law enforcement agencies such as neighboring police departments, county, state and federal law enforcement agencies, call upon each other for assistance. Sometimes the assistance needed is within the City of Rye, such as when an accident occurs on the New York State Thruway, Cross Westchester Expressway or Playland Parkway, while in other cases, the assistance is needed outside the City, such as when a neighboring police agency requires support during a response to an accident.

POLICY:

The policy of this Department is to provide assistance to another law enforcement ~~agency~~ agencies whenever possible, taking into consideration the following factors:

- Whether the situation for which assistance is being requested is life threatening;
- Whether providing assistance will result in a reduction in the number of officers available for calls for service within the City to a level that may be considered hazardous to the public or other members of the Department ~~-i~~;
- Whether the department is able to provide the assistance being requested.

When it is necessary for this department to request assistance from another law enforcement agency, members shall take into consideration the following factors:

1. Location
2. Number of personnel needed
3. Seriousness of the incident

Agency Jurisdiction

Several law enforcement agencies have jurisdiction within the confines of the City of Rye. When another law enforcement agency has jurisdiction over a particular location in the City of Rye, e.g., an occurrence on the Metro North Railroad tracks, such other law enforcement agencies shall have the primary responsibility for response and investigation of any incidents within their jurisdiction.

The following law enforcement agencies have primary jurisdiction in the following areas:

1. Westchester County Department of Public Safety on Playland Parkway, Playland Amusement Park, Marshland Conservancy and parts of the John Jay Property.
2. The Metropolitan Transportation Authority (MTA) Police Department on the property of the Metro North Commuter Railroad.
3. New York State Police on Interstate 287, Interstate 95 and all adjacent state land.

PROCEDURE:

Providing Assistance Within the City

1. The tour supervisor is authorized to approve a request for assistance when he/she determines that providing such assistance may help to mitigate the effects of the incident or prevent the situation from deteriorating, when without such assistance the requesting law enforcement agency could not provide sufficient resources in time to mitigate the effects of the incident or prevent it from deteriorating.
2. If the request for assistance involves a non-emergency situation, such as investigative assistance, the tour supervisor shall contact the appropriate division commander depending on the assistance being sought.

Providing Assistance Outside the City

1. Upon receipt of a request for assistance, the Department member receiving such request shall determine if the situation involves life and death, or may deteriorate to a life and death situation if assistance is not immediately provided. If so, the tour supervisor shall determine if the department can actually provide the assistance, or whether some other agency can provide the assistance needed in less time than this Department.
2. If, after evaluating all available information, the Tour Supervisor receiving the request for assistance determines that the Department can provide the assistance being requested, and do so faster than some other agency, the tour supervisor may provide the assistance, or authorize providing assistance.

3. If, after evaluating all available information, the Department member receiving the request for assistance determines that the Department cannot provide the assistance, or should not provide the assistance, the Department member shall deny the request and immediately notify his/her supervisor.
4. If the situation is not one ~~of life and death~~ life threatening and is not likely to deteriorate to ~~a life and death situation~~ that level, the department member receiving the request shall gather the following information and notify the tour supervisor:
 - a. Name of the requesting jurisdiction.
 - b. Name and return phone number of person making the request.
 - c. Nature of the request.
 - d. Location where assistance is needed, and
 - e. What assistance is being requested.
5. The tour supervisor is authorized to approve such a request when he/she determines that providing such assistance may help to mitigate the effects of the incident or prevent the situation from deteriorating, when without such assistance, the requesting law enforcement agency or some other law enforcement agency, could not provide sufficient resources in time to mitigate the effects of the incident or prevent it from deteriorating.

~~The-If the~~ assistance to be provided is of a minor nature, such as traffic assistance at an accident scene on a street that borders the City of Rye and some other jurisdiction. ~~While providing such assistance,~~ the officer providing such assistance shall remain available to respond to a call ~~for~~ service within the City of Rye, if required.

Requesting Assistance From Other Agencies

1. Requests for assistance from other police agencies regarding minor incidents (e.g., traffic, response to the area of a crime, notifications, etc.) shall be handled by the desk officer and/or tour supervisor. Consider the following resources and their location and proximity to the location of the incident.
 - a. Port Chester Police Department - 939-1000
 - b. Harrison Police Department - 967-5111
 - c. Rye Brook Police Department - 937-1020
 - d. Mamaroneck Village Police Department - 698-2400
 - e. NYSP Dispatch - 524-0200 or 518-436-2823
 - f. Westchester County Police - 864-7700
 - g. New York State Police (Hawthorne) - 769-2600
 - h. MTA Police - 212-340-2723
2. In the event of major emergencies, serious incidents, mass processing and transportation of prisoners or any other event beyond the scope of the department's resources, the tour supervisor shall be guided by General Order #114.1, "Unusual Occurrences/Major Incident Response". He/she shall cause notification in accordance with General Order 114.2, "Supervisory Notification and Response". Upon the tour supervisor's

authorizing the request for mutual aid, the communications officer shall follow the operational procedures for the use of the HOT LINE in activating the Police Mutual Aid and Rapid Response Plan.

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- a. All personnel should familiarize themselves with the Westchester County Police Mutual Aid and Rapid Response Plan.
3. State and/or militia assistance will be summoned as directed by the Westchester County Police Mutual Aid and Rapid Response Plan.
4. Federal assistance will be summoned when it has been determined necessary by a superior officer (i.e., Part I crimes committed in a federal institution).

Routine Police Operations Outside City of Rye

1. To ensure members' safety when conducting police operations such as surveillance or the service of search or arrest warrants outside the city limits, the following procedures will be ~~standard practice~~ followed.
 - a. When it is possible to do so without compromising the investigation, personnel performing a police function outside the City of Rye will notify the local law enforcement agency in that jurisdiction of the following:
 1. Nature of operation.
 2. Number of officers involved.
 3. Whether the officers involved are uniformed or non-uniformed.
 4. Vehicles involved.
 5. Duration of the operation.
If warranted, inter-agency communications should be established prior to the beginning of the operation.

Concurrent Jurisdiction Involving Other Law Enforcement Agencies

1. It is the policy of this Department to work in cooperation with other law enforcement agencies, particularly in situations where concurrent jurisdiction exists, ensuring that the rights and responsibilities of all agencies are kept in appropriate perspective.
2. In situations involving federal and local concurrent jurisdiction such as banking institutions or post office installations, federal authority will be considered ~~to be the primary authorization~~. This authority can be conceded at the discretion of the federal officials.

Westchester County Mutual Aid and Rapid Response Plan

1. If a request for assistance involves activation of the Westchester County Mutual Aid and Rapid Response Plan, Zone C, which includes City of Rye, this Department is obligated to respond. Zone C includes the following municipalities:
 - a. New Rochelle
 - b. Larchmont
 - c. City of Rye
 - d. Rye Brook

- e. Port Chester
- f. Harrison
- g. Mamaroneck Village

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- h. Mamaroneck Town
- i. Pelham
- j. Pelham Manor
- k. Scarsdale
- l. Eastchester
- m. Tuckahoe
- n. Bronxville

- 2. Any requests for mutual aid to or from the City of Rye Police Department shall be granted in conformance with the Mutual Aid and Rapid Response Plan, which is referenced in an Inter-Municipal Agreement executed by all participating entities. Authority for mutual aid response originates in §209-m of the New York State General Municipal Law.

This agreement (unsigned copy attached) entered into by all police agencies in Westchester County and is made available here for review.

Deployment of personnel to a situation that has the potential to involve the long term usage of City of Rye Police Department personnel must be approved by the Police Commissioner. Additionally, in such a long term event, the situation must be reviewed at least twice daily by the Commissioner or his designee. The Police Commissioner will decide at what point to adjust this department's level of assistance.

Any member of the City of Rye Police Department who is assigned to another jurisdiction under this agreement will continue to abide by all rules, regulations and procedures of the Rye Police Department. A Rye Police Officer will, however, follow all lawful commands from any superior officer designated to give such under this agreement.

Reporting

- 1. In all instances where this department provides or requests assistance from an outside law enforcement agency, the action of member(s) of this department will be fully and promptly documented in an Incident/Complaint Report.

APPENDIX "A"

TERMS OF INTERMUNICIPAL AGREEMENT REGARDING THE WESTCHESTER COUNTY
MUTUAL AID/RAPID RESPONSE PLAN

AGREEMENT made this _____ day of _____
, 2010 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of
New York, having an office and place of business in the
Michaelian Office Building, 148 Martine Avenue, White Plains,
New York, 10601

(hereinafter referred to as the "County")

and

THE «MUNICIPALITY», a municipal corporation of
the State of New York having an office and place of business
at
«Address», «City», New York, «Zip_Code»

(hereinafter referred to as a "City, Town or Village," as
applicable)

WHEREAS, the purpose of the Mutual Aid and Rapid Response Plan for
the Police Departments of Westchester County, New York (the "Plan") is
to formalize operational procedures for Law enforcement assistance to
participating agencies; and

WHEREAS, the Signatory Municipalities have executed the Plan by
which each member agrees to make available its police personnel and
equipment to the others upon the occurrence of a condition which is
beyond the scope of its police resources; and

WHEREAS, due to prevailing world, national and local security situations, the ever increasing flow of intelligence, and actual threats directed against once benign sites and facilities, the parties desire

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that the Plan be flexible and subject to review and revision as necessary in a timely manner; and

WHEREAS, the Signatory Municipalities desire, inter alia, to ratify the Agreement described herein and agree on the procedures for timely review and revision of the Plan; and

WHEREAS, said Plan is governed by and liabilities and costs are apportioned pursuant to the provisions of New York State General Municipal Law ("General Municipal Law") Section 209-m which provides, inter alia, that absent agreement to the contrary, the municipality receiving police aid (the "Requesting Municipality") shall reimburse the municipality providing such aid (the "Assisting Municipality") for any money paid by it for police salaries and other expenses incurred by it including damage to, or loss of, equipment and supplies.

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

FIRST: Definitions

(1) Chief Executive Officer: The officer within a Signatory Municipality who is authorized pursuant to General Municipal Law Section 209-m to request or grant a request for police assistance from another Signatory Municipality.

(2) Department Head: Any police chief, Commissioner or other official in command or acting command of the police department or police force of a Signatory Municipality.

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(3) Requesting Municipality: Any Signatory Municipality requesting the assistance of the police force of another Signatory Municipality pursuant to the terms of this Agreement.

(4) Assisting Municipality: Any Signatory Municipality providing assistance to a Requesting Municipality pursuant to the terms of this Agreement.

(5) Emergency: Shall have its common dictionary definition.

(6) Signatory Municipality: All municipalities that have signed this Agreement, including the County.

SECOND: The Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York and the Westchester County Arson Zone Plan (collectively the "Plan"), are annexed hereto and incorporated herein as Schedule "A". The Parties further agree to the Plan, as same may be amended from time to time in accordance with the review and revision procedures set forth in said Plan.

THIRD: This Agreement shall commence on July 31, 2010 (the "Commencement Date") and terminate on July 30, 2015, unless terminated sooner in accordance with the provisions hereof. Any prior agreement signed by a party for this purpose shall be deemed terminated upon the commencement of this Agreement.

FOURTH: The Signatory Municipalities hereby agree to render appropriate police services to any Requesting Municipality whenever the Chief Executive Officer of that municipality deems the general public interest requires it. All such requests for assistance shall be made by the Chief Executive Officer or Department Head of the Requesting

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Municipality and granted by the Chief Executive Officer or Department Head of each Assisting Municipality as set forth in the Plan.

FIFTH: The cost of police services provided pursuant to this Agreement shall be paid by the Requesting Municipality subject to the following exceptions:

(a) The police services provided by the County shall be without cost to the Requesting Municipality.

(b) The police services provided by each Assisting Municipality shall be reimbursed as provided in Section 209-m of the General Municipal Law, as same may be amended, except as provided above in Paragraph (a).

(c) The Requesting Municipality shall reimburse the County and each Assisting Municipality for all liability for damages arising out of acts performed by the Assisting Municipality in rendering aid. In addition, the Requesting Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly resulting from the rendering of aid by the County and each Assisting Municipality. Notwithstanding the foregoing, the Requesting Municipality shall not be liable for any damages resulting from any intentional wrongs or reckless conduct by the police force of the Assisting Municipality.

(d) The requesting Municipality shall reimburse the County and each Assisting Municipality for all expenses incurred pursuant to the provisions of Section 207-c of the General Municipal Law, as same may be amended, and for any award of compensation made pursuant to the Workers' Compensation Law for salaries and expenses paid to officers of the

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County and each Assisting Municipality who are injured while rendering assistance to the Requesting Municipality pursuant to the Agreement.

SIXTH: Any party to this agreement may withdraw at any time, upon thirty (30) days written notice to each of the other parties, and thereafter such withdrawing party shall no longer be a party to this Agreement; but this Agreement shall continue to exist among the remaining parties.

SEVENTH: (a) The Westchester County Chiefs of Police Association ("WCCOPA") shall be responsible for the administration and future amendments or revision of the Plan. Administration shall entail, but not be limited to, the development of an organized effort, identification of county-wide special equipment, and interface with auxiliary services and agencies for the development of protocols and assumed responsibilities.

(b) A sub-committee of the WCCOPA will review the Plan at least once a year and formulate recommendations for amendments or revisions as necessary.

EIGHTH: The rights and obligations set forth in this Agreement shall be binding upon and shall inure to the benefit of each municipality which has executed this Agreement with the County.

NINTH: As to any signatory municipality, this Agreement shall not be enforceable until signed by both parties and all applicable legal approvals have been obtained.

TENTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable,

General Order 114.8 Page 11 of 23

the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

ELEVENTH: In addition to the aforementioned General Municipal Law Section 209-m, this Agreement shall be subject to any applicable laws, rules and regulations.

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

THE COUNTY OF WESTCHESTER

By _____
George N. Longworth
Commissioner - Sheriff

THE «MUNICIPALITY»

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators on the 6th day of June, 2005.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 25th day of February, 2010.

Approved as to form and manner of execution:

Sr. Assistant County Attorney
County of Westchester
S/Altschil/DPS/Mutual Aid/Police IMA 2010.doc

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2010, before me personally
came _____, to me known, and known to me to
be the _____ of _____, the
municipal corporation described in and which executed the within instrument,
who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at
_____ and that he/she is the _____ of
said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the
_____ (Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _

(Law under which organized, e.g., the New York Village Law, Town Law, General
Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____
_____ of (Title of
such person),

the Municipality, that said agreement was duly signed for on behalf of said
Municipality by

authority of its _____ thereunto duly
authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
ss.:
COUNTY OF WESTCHESTER)

On this ____ day of _____, 2010, before me personally
came _____ whose signature appears above, to me known, and know
to be the _____ of _____

(Title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _
resides at _____,
he/she is the _____ of said municipal
corporation.

(Title)

Notary Public County

APPENDIX B

THE MUTUAL AID AND RAPID RESPONSE PLAN
FOR THE POLICE DEPARTMENTS OF
WESTCHESTER COUNTY, NEW YORK

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PURPOSE

To establish procedures for the Police Departments of Westchester County to provide the uninterrupted delivery of police service during those situations that exceed the resources of any individual Department.

BACKGROUND

It is the responsibility of the police to be prepared and guided when dealing with major incidents whether they are criminal in nature or natural disasters. rapid response and sound planning can often prevent loss of life, damage to property and prevent an incident from escalating.

POLICY

It is the policy of the Police Departments of Westchester County to promptly provide Mutual Aid and Rapid Response in the form of manpower and equipment under the County Mutual Aid and Rapid Response Plan, (hereinafter referred to as the "Plan") upon the request of any participating agency.

DEFINITIONS

1. Mutual Aid and Rapid Response Incident: An incident requiring activation of the Mutual Aid and Rapid Response is defined as a major incident or occurrence which necessitates a Police Department, within Westchester County, to summons immediate wide scale assistance.

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2. Major Incidents: Means any event, generally of an emergency nature, that involves actual or potential personal injury or property damage arising from a natural disaster, manmade disaster, civil disturbance or terrorist action.

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3. Natural Disaster: Means those incidents in which the forces of nature threaten the lives, safety or property of numerous persons; i.e., floods, hurricanes, earthquakes, explosions, tornadoes, landslides, drought, infestation or significant snowfall/blizzard.

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4. Manmade Disaster: Means incidents in which the forces of man threaten the lives, safety or property of numerous persons; i.e., nuclear/radiological accidents, chemical spills, major railroad accidents or aircraft crashes.

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5. Civil Disturbance: Means an action by any group that poses a substantial threat to peace, life or property or any tumultuous or violent activity that creates a Grave risk of causing public alarm.

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6. Terrorist Action: Is defined as a politically motivated, hostile action taken by a person or group whose intent is the commission of violent acts designed to instill fear, communicate a message and/or demand some governmental action.

7. Requesting Agency: A Police Department located within the geographical confines of the County of Westchester that is requesting Mutual Aid from other police agencies, which are signatories to the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York.

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8. Responding Agency: A Police Department located within the geographical confines of the County of Westchester that is responding to a request for Mutual Aid from other police agencies, which are signatories to the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York. Formatted: Bullets and Numbering
9. Zone Coordinator: Each Zone of response will designate a Zone Coordinator, who shall be responsible for coordinated Zone response; e.g., response to locations outside of Westchester County as well as coordination of mock activations of the Plan. Formatted: Bullets and Numbering
10. Incident Command System: The accepted system to be utilized to coordinate multi-agency responses to incidents. Formatted: Bullets and Numbering
11. Incident Commander: Is defined as the highest ranking member of the requesting Department at the scene, or his/her designee. Formatted: Bullets and Numbering
12. Inner Perimeter: Is defined as the immediate area of containment around an incident site. Formatted: Bullets and Numbering
13. Outer Perimeter: Is defined as the peripheral control area surrounding the inner perimeter, providing a safe zone for access to or egress from the inner perimeter as well as defining the limit of access by unauthorized persons. Formatted: Bullets and Numbering
14. Staging Area: Is defined as a location selected generally within the outer perimeter to facilitate arriving resources and personnel responding for assignments. Formatted: Bullets and Numbering
15. Command Post: Is defined as the post from which the Incident Commander and his staff coordinate the Department's response to a major emergency. Formatted: Bullets and Numbering

LEGAL CONSIDERATIONS

16. General Municipal Law §209-M. Outside service by local police: civil disturbance control. Formatted: Bullets and Numbering
 - A. (Subdivision 2) Notwithstanding the provisions of any general, special or local law, or any county, city or village charter, the Chief Executive Officer of a local government, whenever he deems that the public interest requires it, may request the Chief Executive Officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made, any part of the forces, equipment and supplies of the Police Department, police force or parkway police force of the local government of which the request is made. The Chief Executive Officer of the local government of which the request is made is hereby authorized and empowered to grant the request so made.
 - B. (Subdivision 3) A local government may, by local law, delegate to the Chief of Police of its Police Department or police force, the powers hereby granted to the Chief Executive Officer to request and grant police assistance.
 - C. (Subdivision 4) If the Chief Executive Officer of any such local government is absent or disabled, the Chief of Police of the local government may make any such request or may grant any such request, as the case may be.
 - D. (Subdivision 5) The local government receiving police aid pursuant to this Section shall assume the liability for all damages arising out of any act performed in rendering such aid and shall reimburse the assisting local government of any monies paid by it for salaries or for other expenses incurred by it including damage to or loss of equipment and supplies. As assisting local government may assume such loss, damage expenses or cost for such equipment and supplies and donate such services to the receiving local government. While engaged in duty and rendering such services in such local government, the Officers and members of such Police Department or police force shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the local government in and by which they are normally employed.

ZONES OF RESPONSE

17. County-Wide participants shall consist of the following Departments:

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Department	Rapid Response	Delayed Response
A. Metropolitan Transportation Authority Police Department; Four (4)	Ten	(10)
B. New York State Police;	Eight (8)	Twelve (12)
C. New York City Department of Environmental Protection; Three (3)	Ten	(10)
D. Westchester County Department of Public Safety	Eight (8)	Twenty (20)
TOTALS:	Twenty-Three (23)	Fifty-Two (52)

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18. When a County-Wide participant requests assistance to this Plan, they will become a member of any Zone in which they have the need for assistance.

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A. E.g., assistance for an event at Tibbett's Brook Park, a County park, the Westchester County Department of Public Safety will be a member of Zone "B" for the purpose of requesting aid.

B. For an event at the Croton/Harmon Train Station, the Metropolitan Transportation Authority Police Department will be a member of Zone "A" for the purpose of requesting aid.

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19. When a County-Wide participant receives a request for assistance under this Plan, they will become a member of the Zone from which the request for assistance is being made and will respond accordingly.

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20. Zone "A" (ADAM) shall consist of the following Departments:

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Department	Rapid Response	Delayed Response
A. Bedford (Town);	One (1)	Two (2)
B. Briarcliff (Village);	One (1)	Two (2)
C. Buchanan (Village);	Zero (0)	One (1)
D. Croton-on-Hudson (Village);	One (1)	One (1)
E. Lewisboro (Town);	Zero (0)	Zero (0)
F. Mt. Kisco (Village);	One (1)	Two (2)
G. Mount Pleasant (Town);	One (1)	Three (3)
H. New Castle (Town);	One (1)	Three (3)
I. North Castle (Town);	One (1)	Two (2)
J. North Salem (Town);	Zero (0)	Zero (0)
K. Ossining (Town);	Zero (0)	Zero (0)
L. Ossining (Village);	Two (2)	Eight (8)
M. Peekskill (City);	Four (4)	Seven (7)
N. Pleasantville (Village);	One (1)	Two (2)
O. Pound Ridge (Town);	Zero (0)	Four (4)
P. Sleepy Hollow (Village);	One (1)	Three (3)
Q. Somers (Town);	Zero (0)	Zero (0)
R. Yorktown (Town);	One (1)	Five (5)

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21. TOTALS: Sixteen (16) Forty-five (45)

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22. Zone "B" (BAKER) shall consist of the following Departments:

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Department	Rapid Response	Delayed Response	
A. Ardsley (Village);	One (1)	Three	(3)
B. Dobbs Ferry (Village);	One (1)	Three	(3)
C. Elmsford (Village);	One (1)	Three	(3)
D. Greenburgh (Town);	Three (3)	Twelve	(12)
E. Hastings-on-Hudson (Village);	One (1)	Three	(3)
F. Irvington (Village);	Zero (0)	Three	(3)
G. Scarsdale (Village);	Two (2)	Four	(4)
H. Tarrytown (Village);	One (1)	Three	(3)
I. White Plains (City);	Five (5)	Ten	(10)
J. Yonkers (City);	Five (5)	Ten	(10)
TOTALS:	Twenty (20)	Fifty-Four	(54)

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23. Zone "C" (CHARLIE) shall consist of the following Departments:

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Department	Rapid Response	Delayed Response	
A. Bronxville (Village);	One (1)	Three	(3)
B. Eastchester (Town);	Two (2)	Five	(5)
C. Harrison (Town);	Two (2)	Eight	(8)
D. Larchmont (Village);	One (1)	Two	(2)
E. Mamaroneck (Town);	Two (2)	Two	(2)
F. Mamaroneck (Village);	Two (2)	Four	(4)
G. Mt. Vernon (City);	Four (4)	Ten	(10)
H. New Rochelle (City);	Four (4)	Six	(6)
I. Pelham (Village);	One (1)	Four	(4)
J. Pelham Manor (Village);	One (1)	Three	(3)
K. Port Chester (Village);	Three (3)	Five	(5)
L. Rye (City);	Two (2)	Four	(4)
M. Rye Brook (Village);	One (1)	Three	(3)
N. SUNY Purchase	One (1)	Two	(2)
O. Tuckahoe (Village);	One (1)	Five	(5)
TOTALS:	Twenty-eight (28)	Sixty-six	(66)

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LEVELS OF RESPONSE

24. Alert Notification: A situation exists of serious proportions and Departments within the Zone of Alert should prepare to send the minimum pre-arranged manpower (rapid response) to the identified location. **DO NOT RESPOND AT THIS TIME!**

25. Pre-Zone Response: (Approximately eight (8) uniformed officers). A situation exists that requires additional police resources but does not require a full Zone response. The Westchester County Department of Public Safety will respond with the minimum pre-arranged manpower for a rapid response to the identified location.

Note: The Westchester County Department of Public Safety is prepared to initiate Incident Command System protocols if requested to do so by the requesting agency.

26. Level One (1) Response: (Approximately forty five (45) uniformed officers). Departments within the Zone of Alert are requested to immediately dispatch the minimum pre-arranged manpower for a rapid response to the identified location.

27. Level Two (2) Response: (Approximately sixty five (65) uniformed officers). A second Zone is being requested to dispatch the minimum pre-arranged manpower for a rapid response to the identified location.

Note: The second Zone of response will be identified by the requesting agency.

28. Level Three (3) Response: (Approximately ninety (90) uniformed officers). Departments from all Zones are requested to dispatch the minimum pre-arranged manpower for a rapid response to the identified location.

29. Level Four (4) Response: (Approximately two hundred twenty (220) uniformed officers). Departments from all Zones are requested to dispatch the maximum number of pre-arranged manpower (delayed response) to the identified location.

ACTIVATION OF THE PLAN

30. All requests for assistance under the Plan will be made via the Westchester County Hot Line System (Hot Line).

31. The following are example announcements to be followed when activating the Plan via the Hot Line:

Alert Notification [Prepare Only];

Station (number and jurisdiction) announcing an Alert Notification. A situation exists that may require a mutual aid response. Specifically, there is a _____ (nature of the incident). Departments in Zone _____ should prepare to dispatch the pre-arranged rapid response to this jurisdiction. NO NOT RESPOND AT THIS TIME!

Pre-Zone Response:

Station (number and jurisdiction) to the Westchester County Department of Public Safety, a situation exists requiring a mutual aid Pre-Zone Response. Specifically, there is a _____ (nature of incident) we are requesting the Westchester County Department of Public Safety send its pre-arranged rapid response. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

Level One (1) Response [One Zone]:

Station (number and jurisdiction) to all stations on the Hot Line, a situation exists within this jurisdiction requiring a mutual aid Level One (1) Response. Specifically, there is a _____ (nature of incident) we are requesting rapid response from Zone _____. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

Level Two (2) Response [Two Zones]:

Station (number and jurisdiction) to all stations on the Hot Line, a situation exists within this jurisdiction requiring a mutual aid Level 2 Response. Specifically, there is a _____ (nature of incident) we are requesting rapid response from Zones _____ and _____. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

Level Three (3) Response [All Zones]:

Station (number and jurisdiction) to all stations on the Hot Line, A situation exists within this jurisdiction requiring a mutual aid Level 3 Response. Specifically, there is a _____ (nature of incident) we are requesting rapid response from all Zones. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

Level Four (4) Response [All Zones]:

Station (number and jurisdiction) to all stations on the Hot Line, A situation exists within this jurisdiction requiring a mutual aid Level 4 Response.

Specifically, there is a _____ (nature of incident) we are requesting all available uniform personnel amounting to a delayed response from all Zones. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

DUTIES OF REQUESTING AGENCY

32. Identify the nature and location of the incident.
33. Identify the location of the Command Post.
34. Identify the Staging Area or location of response.
35. Identify the Incident Commander or any change in command.
36. Identify any and all specialized equipment with which responding officers should be equipped.
37. Memorialize the name, rank and command of responding officers.
38. Commence internal Departmental mobilization.

DUTIES OF RESPONDING AGENCY

39. Authorize only the designated pre-arranged number of UNIFORMED officers specific to the level of alert to respond.
40. Proceed directly to the location of requested response or the Staging Area as directed.

RESPONSIBILITIES AT THE SCENE OF THE INCIDENT

41. The Incident Commander designated by the requesting agency shall be in charge at the scene of the incident.
42. Uniformed officers detailed to the incident shall follow the direction of the Incident Commander.
43. However, where the provided assistance involves the loan of a Specialized Weapons and Tacticals (SWAT), hostage negotiation, bomb disposal or canine unit, the Commander of that specialized unit shall be responsible for implementation of the specific mission, as determined by the Incident Commander of the requesting agency.
44. When taking law enforcement actions at the scene of the incident, including use of force, uniformed officers from the responding agency shall at all times adhere to their agency policies and procedures and utilize only those weapons and tactics that they have been trained and deemed qualified to use.
45. Uniformed officers on loan from the responding agency at an emergency site shall regularly apprise the Command Post concerning the continued status of the emergency, line-of-duty injuries or their need for relief.

RELEASE OF PERSONNEL

46. The Incident Commander or his/her designee shall authorize release of personnel from all responding agencies.

POST OCCURRENCE REPORTINGS

47. Within thirty (30) days of any activation of the Plan, the Chief Executive Officer of the Requesting Agency shall prepare or cause to be prepared, a memorandum including a summary of the facts and circumstances surrounding the Incident, comments related to the effectiveness of the Plan and recommendations for modification of the Plan and submit same for the review of the Executive Board of the Westchester County Chiefs of Police Association.

48. Within thirty (30) days of receipt of the aforementioned memorandum, the Executive Board of the Westchester County Chiefs of Police Association will make a determination if modification to the Plan is necessary.

ANNUAL TRAINING

49. In order to maintain an appropriate level of readiness, annual training will be conducted.

ANNUAL REVIEW AND REVISION

50. A sub-committee of the Westchester County Chiefs of Police Association will review the Plan at least once a year and formulate recommendations for revisions as the need arises.

Updated October 5, 2011

~~THE MUTUAL AID AND RAPID RESPONSE PLAN
FOR THE POLICE DEPARTMENTS OF
WESTCHESTER COUNTY, NEW YORK~~

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~~PURPOSE~~

~~To establish procedures for the Police Departments of Westchester County to provide the uninterrupted delivery of police service during those situations that exceed the resources of any individual Department.~~

~~BACKGROUND~~

~~It is the responsibility of the police to be prepared and guided when dealing with major incidents whether they are criminal in nature or natural disasters. Rapid response and sound planning can often prevent loss of life, damage to property and prevent an incident from escalating.~~

~~POLICY~~

~~It is the policy of the Police Departments of Westchester County to promptly provide Mutual Aid and Rapid Response in the form of manpower and~~

equipment under the County Mutual Aid and Rapid Response Plan, (hereinafter referred to as the "Plan") upon the request of any participating agency.

DEFINITIONS

1. Mutual Aid and Rapid Response Incident: An incident requiring activation of the Mutual Aid and Rapid Response is defined as a major incident or occurrence which necessitates a Police Department, within Westchester County, to summons immediate wide scale assistance.
2. Major Incidents: Means any event, generally of an emergency nature, that involves actual or potential personal injury or property damage arising from a natural disaster, manmade disaster, civil disturbance or terrorist action.
3. Natural Disaster: Means those incidents in which the forces of nature threaten the lives, safety or property of numerous persons; i.e., floods, hurricanes, earthquakes, explosions, tornadoes, landslides, drought, infestation or significant snowfall/blizzard.
4. Manmade Disaster: Means incidents in which the forces of man threaten the lives, safety or property of numerous persons; i.e., nuclear/radiological accidents, chemical spills, major railroad accidents or aircraft crashes.
5. Civil Disturbance: Means an action by any group that poses a substantial threat to peace, life or property or any tumultuous or violent activity that creates a Grave risk of causing public alarm.
6. Terrorist Action: Is defined as a politically motivated, hostile action taken by a person or group whose intent is the commission of violent acts designed to instill fear, communicate a message and/or demand some governmental action.

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Requesting Agency: A Police Department located within the geographical confines of the County of Westchester that is requesting Mutual Aid from other police agencies, which are signatories to the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York.

7. Responding Agency: A Police Department located within the geographical confines of the County of Westchester that is responding to a request for Mutual Aid from other police agencies, which are signatories to the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York.
8. Zone Coordinator: Each Zone of response will designate a Zone Coordinator, who shall be responsible for coordinated Zone response, e.g., response to locations outside of Westchester County as well as coordination of mock activations of the Plan.
9. Incident Command System: The accepted system to be utilized to coordinate multi-agency responses to incidents.
10. Incident Commander: Is defined as the highest ranking member of the requesting Department at the scene, or his/her designee.
11. Inner Perimeter: Is defined as the immediate area of containment around an incident site.

~~A. Metropolitan Transportation Authority Police Department; Four (4)
 Ten (10)~~
~~B. New York State Police; Eight (8)
 Twelve (12)~~
~~C. New York City Department of Environmental Protection; Three (3)
 Ten (10)~~
~~D. Westchester County Department of Public Safety Eight (8)
 Twenty (20)~~
 TOTALS: ~~Twenty Three (23) Fifty Two (52)~~

17. ~~When a County Wide participant requests assistance to this Plan, they will become a member of any Zone in which they have the need for assistance.~~

A. ~~E.g., assistance for an event at Tibbett's Brook Park, a County park, the Westchester County Department of Public Safety will be a member of Zone "B" for the purpose of requesting aid.~~

B. ~~For an event at the Croton/Harmon Train Station, the Metropolitan Transportation Authority Police Department will be a member of Zone "A" for the purpose of requesting aid.~~

18. ~~When a County Wide participant receives a request for assistance under this Plan, they will become a member of the Zone from which the request for assistance is being made and will respond accordingly.~~

19. ~~Zone "A" (ADAM) shall consist of the following Departments:~~

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Department	Rapid Response	Delayed Response
A. Bedford (Town);	One (1)	Two (2)
B. Briareliff (Village);	One (1)	Two (2)
C. Buchanan (Village);	Zero (0)	One (1)
D. Croton-on-Hudson (Village);	One (1)	One (1)
E. Lewisboro (Town);	Zero (0)	Zero (0)
F. Mt. Kisco (Village);	One (1)	Two (2)
G. Mount Pleasant (Town);	Two (2)	Four (4)
H. New Castle (Town);	One (1)	Three (3)
I. North Castle (Town);	Two (2)	Three (3)
J. North Salem (Town);	Zero (0)	Zero (0)
K. Ossining (Town);	Zero (0)	Zero (0)
L. Ossining (Village);	Two (2)	Eight (8)
M. Peekskill (City);	Four (4)	Seven (7)
N. Pleasantville (Village);	One (1)	Two (2)
O. Pound Ridge (Town);	Zero (0)	Four (4)
P. Sleepy Hollow (Village);	One (1)	Three (3)
Q. Somers (Town);	Zero (0)	Zero (0)
R. Yorktown (Town). (5)	One (1)	Five
20. TOTALS:	Eighteen (18)	Forty-seven (47)

21. Zone "B" (BAKER) shall consist of the following Departments:

<u>Department</u>	<u>Rapid Response</u>	<u>Delayed Response</u>
A. Ardsley (Village);	One (1)	Three (3)
B. Dobbs Ferry (Village);	One (1)	Three (3)
C. Elmsford (Village);	One (1)	Three (3)
D. Greenburgh (Town);	Three (3)	Twelve (12)
E. Hastings-on-Hudson (Village);	One (1)	Three (3)
F. Irvington (Village);	Zero (0)	Three (3)
G. Scarsdale (Village);	Two (2)	Four (4)
H. Tarrytown (Village);	One (1)	Three (3)
I. White Plains (City);	Five (5)	Ten (10)
J. Yonkers (City);	Five (5)	Ten (10)
TOTALS:	Twenty (20)	Fifty-Four (54)

22. Zone "C" (CHARLIE) shall consist of the following Departments:

<u>Department</u>	<u>Rapid Response</u>	<u>Delayed Response</u>
A. Bronxville (Village);	One (1)	Three (3)
B. Eastchester (Town);	Two (2)	Five (5)
C. Harrison (Town);	Two (2)	Eight (8)
D. Larchmont (Village);	One (1)	Two (2)
E. Mamaroneck (Town);	Two (2)	Two (2)
F. Mamaroneck (Village);	Two (2)	Four (4)
G. Mt. Vernon (City);	Four (4)	Ten (10)
H. New Rochelle (City);	Four (4)	Six (6)
I. Pelham (Village);	One (1)	Four (4)
J. Pelham Manor (Village);	One (1)	Three (3)
K. Port Chester (Village);	Three (3)	Five (5)
TOTALS:	Twenty eight (28)	Sixty six (66)

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LEVELS OF RESPONSE

23. Green Alert: A situation exists of serious proportions and Departments within the Zone of Alert should prepare to send the minimum pre-arranged manpower (rapid response) to the identified location of response.

24. Blue Alert: Departments within the Zone of Alert are requested to immediately dispatch, the minimum pre-arranged manpower (rapid response) for a rapid response to the identified location of response.

25. Yellow Alert: A second Zone is being requested to dispatch the minimum pre-arranged manpower (rapid response) for a rapid response to the identified location of response.

Note: This second Zone of response will be identified by the requesting Department after considering the geographical location of event vis-à-vis, which zone is best situated to respond.

~~26. Orange Alert: Departments from all Zones are requested to dispatch the minimum pre-arranged manpower (rapid response) to the identified location.~~

~~27. Red Alert: Departments from all Zones are requested to dispatch the maximum number of pre-arranged manpower (delayed response) to the identified location.~~

~~ACTIVATION OF THE PLAN~~

~~28. All requests for assistance under the Plan will be made via the Westchester County Hot Line System (Hot Line).~~

~~29. The following are example announcements to be followed when activating the Plan via the Hot Line.~~

- ~~A. Code Green [Prepare Only]:
Station _____ (number), _____ (town, city, village) announcing a Green Alert within the confines of this jurisdiction and Departments in Zone _____ should prepare to dispatch immediately upon request the pre-arranged manpower to this jurisdiction.~~
- ~~B. Code Blue [Rapid Response, One Zone Only]:
Station _____ (number), _____ (town, city, village) to all stations on the Hot Line, announcing a Blue Alert within this jurisdiction. Specifically, there is a _____ (nature of incident) and we are requesting rapid response from Zone _____.
The scene is located at _____ (street/avenue) and the location of response has been designated as _____ (street/avenue). At this time, _____ (Chief, Captain, Lieutenant) is in command of the incident and the~~

General Order 114.8 Page 21 of 23

~~Command Post has been established as _____ (building/street/avenue).~~

- ~~C. Code Yellow [Rapid Response, Two Zones Only]:
Station _____ (number), _____ (town, city, village) to all stations on the Hot Line, announcing a Yellow Alert within this jurisdiction. Specifically, there is a _____ (nature of incident) and we are requesting rapid response from Zones ____ and _____.
The scene is located at _____ (street/avenue) and the location of response has been designated as _____ (street/avenue). At this time, _____ (Chief, Captain, Lieutenant) is in command of the incident and the Command Post has been established as _____ (building/street/avenue).~~
- ~~D. Code Orange [Rapid Response, All Zones]:
Station _____ (number), _____ (town, city, village) to all stations on the Hot Line, announcing an Orange Alert within this jurisdiction. Specifically, there is a _____ (nature of incident) and we are requesting rapid response from all Zones.~~

The scene is located at _____
(street/avenue) and the location of response has been
designated as _____ (street/avenue). At
this time, _____ (Chief, Captain,
Lieutenant) is in command of the incident and the
Command Post has been established as _____
(building/street/avenue).

E. Code Red (Rapid Response, All Zones):
Station _____ (number), _____ (town, city,
village) to all stations on the Hot Line, announcing a
Red Alert within this jurisdiction. Specifically,
there is a _____ (nature of incident) and we are
requesting all available uniform personnel amounting
to a delayed response from all Zones.
The scene is located at _____
(street/avenue) and the location of response has been
designated as _____ (street/avenue). At
this time, _____ (Chief, Captain,
Lieutenant) is in command of the incident and the
Command Post has been established as _____
(building/street/avenue).

Note: The requesting Agency shall also identify any and all specialized
equipment with which responding members should be equipped.

DUTIES OF REQUESTING AGENCY

30. Identify the nature and location of the incident.
31. Identify the location of the Command Post.
32. Identify the Staging Area or location of response.
33. Identify the Incident Commander or any change in command.

_____ General Order 114.8 Page 22 of 23

34. Commence internal Departmental mobilization.
35. Memorialize the name, rank and command of responding members of the
service.

DUTIES OF RESPONDING AGENCY

36. Authorize only the designated pre-arranged UNIFORMED members of the service
specific to the level of alert to respond.
37. Proceed directly to the location of requested response or the Staging Area
as directed.

RESPONSIBILITIES AT THE SCENE OF THE INCIDENT

38. The Incident Commander designated by the requesting agency shall be in
charge at the scene of the incident.
39. Uniformed members of the service detailed to the incident shall follow the
direction of the Incident Commander.

~~40. However, where the provided assistance involves the loan of a Specialized Weapons and Tacticals (SWAT), hostage negotiation, bomb disposal or canine unit, the Commander of that specialized unit shall be responsible for implementation of the specific mission, as determined by the Incident Commander of the requesting agency.~~

~~41. When taking law enforcement actions at the scene of the incident, including use of force, uniformed members of the service from the responding agency shall at all times adhere to their agency policies and procedures and utilize only those weapons and tactics that they have been trained and deemed qualified to use.~~

~~42. Uniformed members of the service on loan from the responding agency at an emergency site shall regularly apprise the Command Post concerning the continued status of the emergency, line of duty injuries, or their need for relief.~~

~~RELEASE OF PERSONNEL~~

~~43. The Incident Commander or his/her designee shall authorize release of personnel from all responding agencies.~~

~~POST OCCURRENCE REPORTINGS~~

~~44. Within thirty (30) days of any activation of the Plan, the Chief Executive Officer of the Requesting Agency shall prepare or cause to be prepared, a memorandum including a summary of the facts and circumstances surrounding the Incident, comments related to the effectiveness of the Plan and recommendations for modification of the Plan and submit same for the review of the Executive Board of the Westchester County Chiefs of Police Association.~~

~~45. Within thirty (30) days of receipt of the aforementioned memorandum, the Executive Board of the Westchester County Chiefs of Police Association will make a determination if modification to the Plan is necessary.~~

————— General Order 114.8 Page 23 of 23

~~ANNUAL DRILLING~~

~~46. In order to maintain an appropriate level of readiness, annual training will be conducted.~~

~~ANNUAL REVIEW AND REVISION~~

~~47. A sub-committee of the Westchester County Chiefs of Police Association will review the Plan at least once a year and formulate recommendations for revisions as the need arises.~~

Updated March 3, 2011

CITY OF RYE POLICE DEPARTMENT

General Order #116.2	New <input checked="" type="checkbox"/>]	Revised <input type="checkbox"/>]
Supersedes:		
Subject: Promotions and Appointments		
Date Issued 11/01/96	Date Effective 11/01/96	Page 1 of 2
Issuing Authority: William A. Pease <u>R. Connors</u> , Police Commissioner		

PURPOSE:

To explain the role of this Department in the promotion process for its members.

BACKGROUND:

This Department is guided by the New York State Civil Service Commission in its personnel selection and promotional process.

PROMOTION POLICY:

It is the policy of the City of Rye Police Department that all promotions to the position of Sergeant and Lieutenant are made in compliance with the requirements of New York State Civil Service Commission requiring the candidate to compete by written examination provided to the Department by the Civil Service Commission and administered by the Westchester County Department of Personnel.

Candidates will be ranked in descending order of their final score on the promotional list which will be established by the Westchester County Personnel Office.

When a vacancy exists within the Department which requires the promotion of a member, the Westchester County Personnel Office shall provide the Police Commissioner with a certified eligibility list of candidates.

The Police Commissioner may request recommendations for promotion from the candidate's supervisors. The Police Commissioner shall choose the best candidate using the "Rule of Three Choices", in selecting who he considers the best candidate.

All members promoted to the first line supervisory position of Sergeant shall attend a Municipal Police Training Council course in police supervision within 12 months of their appointment.

All promotions shall not be permanent until the candidate has successfully completed a probationary period of not less than 12 weeks nor more than 26 weeks.

Appointment to the position of Detective or other special assignments shall be made by the Police Commissioner.

General Order #116.2 Page 2 of 2

The Police Commissioner shall consider for appointment to position of Detective only those members who have successfully completed four years of service. Detectives will hold the Civil Service Rank of ~~Patrolman~~Police Officer.

CITY OF RYE POLICE DEPARTMENT

General Order # 116.9	New <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Supersedes:
Subject: Procedure for Determining Claims Pursuant to General Municipal Law § 207-c	
Date Issued 05/16/07	Date Effective 05/16/07
Page 1 of 4	
Issuing Authority: William R. Connors, Police Commissioner	

In order to equitably determine claims for benefits pursuant to GML§ 207-c and ensure compliance with other provisions of law, the following is established as the City's policy and procedure effective

- A. **Notice of disability or of need for medical or hospital treatment.**
A Police Officer injured in the performance of duty or taken sick as a result of the performance of duty and who seeks any benefit afforded by § 207-C shall notify his or her superior immediately of either 1) an incident causing an injury or sickness so as to prevent the performance of duty or 2) an incident causing such an injury or sickness which gives rise to a need for medical or hospital care; provided, however, that a Police Officer taken sick allegedly as the result of the performance of duty shall provide such notice as soon as he or she concludes that the sickness is so caused, but in no event later than 2 days from the time such sickness should have been discovered to have been an alleged result of the performance of duty. In the event of an inability to do so, such notice may be made by another acting on behalf of the Police Officer. The notice shall describe the nature of the injury or sickness. To aid in the administration of this provision, the City of Rye may utilize an application form which shall be completed by a police officer seeking benefits or, in the even of an inability to do so, by another acting on his or her behalf. Such a form shall be promptly filed with the Police Commissioner by a Police Officer or his or her representative, but no later than 3 days after the incident or conclusion described above. The failure to satisfy the time limits specified above shall render a notice or filing untimely and shall preclude an award of any benefits pursuant to § 207-C; provided, however, that the City of Rye shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.
- B. **Decision Making:** The City of Rye shall also have the exclusive Authority to make a determination regarding §207-c benefit approvals, benefit denials, review of benefit determinations, and light duty assignments.

- C. **Status pending determination of eligibility for benefits.** In the event a police officer asserts an inability to perform duties, he or she may request sick leave or other appropriate accrued leave, consistent with the collective bargaining agreement. Upon a determination by the City of Rye that a police officer who has been unable to work is eligible for payment of the full amount of regular salary or wages pursuant to the provisions of § 207-c, all sick leave or other paid leave which may have been utilized shall be restored in full. A police officer receiving payment of the full amount of regular salary or wages pursuant to § 207-c shall not incur any reduction or addition of accrued leave while in receipt of such payment. Any officer seeking the benefits of this section of law may be examined by a physician selected by the City of Rye to verify the existence of an injury or sickness.

In the alternative, in the sole discretion of the Police Commissioner, and pending final determination of the application for benefits in those cases where it appears to the Police Commissioner that there is a substantial likelihood that an application will be granted, the Police Commissioner shall have the authority to retain the officer on the City's payroll until that determination is made. Such preliminary grant of salary shall not be considered an entitlement to benefits pursuant to GML § 207-c and the final determination of the application shall ultimately determine entitlement, if any. If the final determination is that the officer was not entitled to the benefits of GML § 207-c, any payments made to the officer shall be deducted from past or future leave entitlements or recouped by the City. Upon a preliminary determination of eligibility for benefits, that determination shall be communicated to the City's Comptroller, who shall adjust tax adjustments accordingly.

- D. **Benefit Determination:** An application for the benefits of § 207-c shall be processed as follows. An individual seeking benefits under § 207-c must demonstrate his or her entitlement to them. The City of Rye shall promptly review an application timely made and any other pertinent documents or evidence available and, if a determination is made that the injury occurred in the performance of duty or that sickness is a result of the performance of duty, shall direct payment of the full amount of regular salary or wages and shall ensure municipal responsibility for the reasonable and customary cost of treatment and hospital care associated with the injury or illness. A written notice of such a determination by the City of Rye shall be provided to the police officer. The payment of regular salary or wages and medical expenses shall be continued until such time as they are discontinued as provided by § 207-c.

In the event a question arises as to initial eligibility for benefits or their continuation once awarded, the following procedure shall apply. The City of Rye shall promptly inquire into the applicable facts and may require the claimant to submit to one or more medical examinations as may be reasonably necessary to determine the existence of a disability and its extent. To resolve a question of initial or continued eligibility for benefits, the City of Rye shall make a decision on the basis of any medical evaluations and information available or otherwise provided by the claimant, including, but not limited to

determinations made by the Worker's Compensation Board and/or the New York State Retirement System. A claimant may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such injury or sickness. The City of Rye shall have the authority to employ medial specialists and other appropriate individuals; may at reasonable times and on reasonable notice require the attendance of the claimant or any witness to an incident to secure information; may require the applicant to sign a release for information pertaining to his or her prior medical history relating to the injury or illness; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure. The City of Rye shall make a determination as to initial or continued eligibility for benefits based upon evidence collected or obtained. A claimant shall be notified in writing of any determination made by the City of Rye. In the event a claimant is adversely affected by a determination, he or she may seek review pursuant to Article 78 of the CPLR.

- E. **Assignment to light duty:** The City of Rye may assign a Police Officer receiving benefits pursuant to § 207-c to light duty, consistent with his or her physical or mental condition. In the event of such an assignment, the individual shall receive regular salary or wages and any increases thereof and fringe benefits which would have been received had regular duties been performed. In seeking to place an individual on a light duty assignment, the City may cause a medical examination of the individual to be made at the expense of the municipality. The physician selected shall be provided with a list of the types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the police officer to perform certain duties or activities, given the nature and extent of the injury or sickness. Upon review of the medical assessment of the police officer's ability to perform a light duty assignment, the City of Rye may make a light duty assignment.
- F. **Appeal of adverse final determinations:** Should a police officer disagree with any determination of the City of Rye regarding a proposed light duty assignment or a termination of benefits determination, he or she within 5 days of the mailing of the determination shall present a written request to the Police Commissioner for a hearing, specifying any objections to the determination and enclosing any medical determination in support of the officer's position. Subsequent to the date of the request, a hearing shall be held by the Police Commissioner or a hearing officer designated by the Police Commissioner who shall afford the police officer due process rights, including adequate notice of the hearing; a right to present evidence; a right to call and cross-examine witnesses; a right to counsel; and a record of evidence presented at the hearing. Should a proposed light duty assignment or a proposed termination of benefits be challenged, the burden of proof at the hearing shall be upon the municipality. The person conducting the hearing shall have the authority to administer oaths; to regulate the course, time and place of hearings and to fix time for filing of briefs, if any. The hearing officer, if appointed, shall make a recommendation to the Police Commissioner regarding the matter or matters at issue.

The Police Commissioner shall make a final decision which shall be in writing, a copy of which shall be provided to the individual. Any final determination made pursuant to this subdivision shall be subject to review only as provided by Article 78 of the Civil Practice Law and Rules.

- G. **Review of continued eligibility for benefit:** The City of Rye may review the continued eligibility of an individual to receive § 207-c benefits. Should a termination of benefits be proposed and should the police officer disagree, he or she shall object by initiating a hearing according to the process set forth in paragraph F of this procedure. Any such review shall occur after an assessment of the medical condition of an individual or other information raises a question where a disability may have ceased or, whether a disability may have diminished so as to permit a light duty assignment, as the case may be. The burden of proof in such a hearing shall be upon the City of Rye.
- H. **Miscellaneous:** The City of Rye reserves the right to issue or modify policies and procedures. The judicial review of any such requirements or review of a claim of misinterpretation, misapplication, or violation of the provisions of this procedure or § 207-c may be had solely upon petition presented pursuant to Article 78 of the Civil Practice Law and Rules.
- I. Upon a determination by the Police Commissioner of eligibility for GML § 207-c benefits, the determination shall be communicated to the City's Comptroller who shall cause the withholding of all taxes and FICA contributions to cease as of the date of the determination and during the continuation of entitlement to disability benefits in accordance with applicable provision of law.

CITY OF RYE POLICE DEPARTMENT

General Order #120.7	New <input checked="" type="checkbox"/>]	Revised <input type="checkbox"/>]
Supersedes:		
Subject: Disciplinary Matters		
Date Issued 11/01/96	Date Effective 11/01/96	Page 1 of 3
Issuing Authority: William A. Pease <u>R. Connors</u> , Police Commissioner		

PURPOSE:

To define the authority and responsibility delegated to departmental supervisors for the maintenance of discipline and to describe the progressive disciplinary process.

BACKGROUND:

The City of Rye Police Department promotes effective discipline and believes this to be a positive procedure. ~~Our~~The Department's rules and regulations specify rules of conduct for all employees, ~~which~~These rules of conduct are detailed in this Manual.

POLICY:

Historically the need for high standards of discipline ~~from~~for Police Department employees is well-established, and only through a well disciplined Police Department can the integrity of the agency be maintained.

Discipline with both positive and negative sanctions is vital to the effective performance and morale of ~~its~~ employees, and training is seen as an integral part of this program.

~~Furthermore, the~~The Department utilizes a progressive discipline approach that attempts to correct problems in a constructive, non-punitive manner.

Documentation of discipline (both positive and negative) shall be in the form of a Memorandum for Record and/or a supplementary report that shall detail ~~the set of facts involving or~~ circumstances deserving written recognition for exceptional performance or to document ~~a set of facts involving demonstrating~~ a breach of department rules, regulations, procedures and/or policies.

PROCEDURE:

Supervisors are responsible for ensuring that department members and employees perform their duties in accordance with policies, procedures, rules and regulations and authoritative instructions of the department.

Supervisors are required to initiate action(s) in response to the acts of commission or omission of personnel in accordance with the procedures as appropriate.

Progressive Discipline

Training

In minor disciplinary cases or where remedial training is indicated, counseling and training will be utilized as a corrective method of positive discipline and shall be recorded by the supervisor. An E mail will be filed with the Patrol Commander and a copy will be placed in the personnel folder.

Counseling

Counseling is a process most often conducted by an immediate supervisor to determine if ~~the-a~~ member is familiar with a particular issue or aware of department written directives, policies or procedures that govern his/her behavior and to determine further training needs.

1. A supplementary report will be written to the Patrol Commander.
2. A record of counseling sessions will be maintained by the Patrol Commander for further evaluation of the employee's progress.

Corrective Interviews

Corrective Interviews are often the second step in the disciplinary process after counseling has been attempted and may be conducted by the immediate supervisor or other superior officers to point out a member's unacceptable behavior or job performance or failure to comply with written directives. Depending on the severity of the incident, corrective interviews may be required in lieu of initial counseling or training or sessions described above.

1. An ~~E-mailemail~~ shall be forwarded from the supervisor through channels to the Police Commissioner for future reference and evaluation of the employee.

Punitive Action

All punitive actions taken by the Department in the interest of discipline, including all reprimands, written reprimands, reductions of leave, suspensions, demotions or dismissals will be pursuant to provisions of law, collective bargaining agreements and written directives.

Disciplinary Charges

Disciplinary charges in most instances will be initiated after counseling and/or corrective interviews have failed to correct the problem. When it has been determined necessary, charges will be preferred against the member pursuant to provisions of law ~~-when~~ When appropriate, Command Discipline may be offered to the member in lieu of formal charges.

1. In those situations where the severity of the violation warrants, the Police Commissioner may find it necessary to initiate formal departmental charges against a member in lieu of training, counseling and/or corrective interviews.

2. If a member is dismissed as a result of a hearing conducted by the City, the member will be provided the following information:

- | dismissal
- (a) The ~~decision~~determination, which includes the reason for dismissal
 - (b) The effective date of the dismissal.
 - (c) A statement of the status of fringe and retirement benefits after dismissal.
 - (d) A statement as to the content of the member's employment record relating to the dismissal.

| 3. The officer may elect to appeal the ~~decision-determination~~ of the formal charges proceeding pursuant to the provisions of law.

Command Discipline

In those situations where the member and the Police Commissioner agree, command discipline may be accepted in lieu of formal charges.

- 1. Command discipline shall be commenced no more than 90 days after the discovery of the occurrence of the alleged misconduct.
 - 2. Administration of Command Discipline:
 - (a) Upon discovering a violation, the reporting supervisor shall
 - (1) Prepare all reports pursuant to personnel complaints of this manual, for each officer involved.
 - (2) Submit the original report with any documentation through the supervisor's chain of command to the Police Commissioner.
 - (b) The Police Commissioner shall
 - (1) Investigate or cause to be investigated the circumstances of the reported violation, seeking any additional information as may be required or available.
 - (2) Interview the member informing him/her of the nature of the reported violation, giving the member an opportunity to make a statement or to request the supervisor to seek additional information.
- Any member being questioned in respect to possible disciplinary charges shall have the right to representation, as described in the "Interrogation of _____ Members" section of this Mmanual.

CITY OF RYE POLICE DEPARTMENT

General Order # 121.2	New [x]	Revised []
Supersedes:		
Subject: Awards and Recognition		
Date Issued <u>3/27/00</u>	Date Effective <u>3/27/00</u>	Page 1 of 1
Issuing Authority: Joseph A. Verille <u>William R. Connors</u> , Police Commissioner		

PURPOSE

To establish clear guidelines to recognize members of the City of Rye Police Department who, while in the performance of their duty, demonstrate superior abilities and dedication to the Community. Acts of heroism, excellent police work, and the saving of human life will be recognized through department awards.

POLICY

Recommendations for department recognition and awards may be made by any member of the department and forwarded to his/her supervisor. The supervisor will look into the facts of the incident and forward his/her recommendation to the Police Commissioner or his designee.

PROCEDURE

The Police Commissioner will appoint a committee on an annual basis to review all recommendations and report their findings to him/her. The committee will be made up of at least three and no more than five members of the Rye Police Department. The committee will meet ~~the first week of February annually~~ to review any award recommendation ~~for an incident that occurred from July 1 through December 31. The committee will also meet the first week of August to review any award recommendation for an incident that occurred between January 1 and June 30 for the previous year.~~ Letters of commendation can be given out by the Police Commissioner at any time. Recommendations can be made by any supervisor. After reviewing all recommendations for awards, the awards committee will submit its findings with a clear explanation of the members' commendable performance to the Police Commissioner for final action. These awards will consist of an Honor Bar and/or a certificate which will be presented by the Police Commissioner. The honor bars will be distinctively different in color to avoid confusion with the PBA honor bars. Officers will be allowed to wear both PBA and Department bars for the same meritorious actions. ~~In addition to lifesaving bars, a defibrillation honor bar will also be presented if a defibrillator was used in saving a life.~~

CITY OF RYE POLICE DEPARTMENT

General Order # 103.8	New []	Revised [x]
	Supersedes: 103.8 issued	
<u>035/3119/0898</u>		
Subject: Use of Mobile Notebook Computers		
Date Issued	Date Effective	Page 1 of
<u>003/0031/1208</u>	<u>003/0031/1208</u>	2
Issuing Authority: William R. Connors, Police Commissioner		

PURPOSE:

To establish guidelines to be followed by authorized department personnel for use of Mobile notebook computers.

GUIDELINES:

Mobile Notebook Computers are available to Patrol Personnel for use in cars 10, 11, 12, 14, 15, 16, 17, 18, 24 (Unit 2), Marine Unit 26, Patrol Boat 1 and the Mobile Command Center.

When assigned, Mobile Notebook Computer will be properly installed in the appropriate docking station and locked into place with the docking station key.

If the vehicle is not being used on the next tour of Duty it shall be the responsibility of the last user to shutdown, remove the computer and store it plugged into the appropriate battery charger in the Department Vault, or any other Department designated storage area.

In case of vehicle deadline, the computer will be moved to the replacement patrol car as specified by department policy

An AirCard equipped Mobile Computer will be available to the Detective Division Monday through Friday, 0800 - 1600 hrs and for any special details at other times. The AirCard equipped Mobile Computer will be stored on charge in the Department Vault or other Department designated area when not in use.

Users of the Mobile Computer will log the identification number of the Mobile Computer(s) they use during their tour of duty on the back of their Activity Sheet and check the computer at the start and the end of their tour, noting same on their activity sheet. The check will include the computer, computer docking station and the cellular modem components. Any damage or lack of functionality must be reported immediately to the Tour Supervisor. Upon receipt of notice of deficiency regarding the mobile computer system, the tour supervisor will exchange the defective unit with a working one if possible. They will then e-mail the Staff Services Supervisor/System Administrator noting the problem and the reporting officer.

All transactions are logged by user ID. Each user will log on to the Mobile system as themselves. No one will use another's log on ID.

Passwords are not to be changed by anyone except the System Administrator.

General Order # 103.8 Page 2 of 2

Users will not change any Mobile Computer System settings including custom views, display setting, screen saver, wall paper, background colors, sounds, power setting or any other setting other than screen brightness and the day/night mode option in the X Mobile application without authorization of the System Administrator.

All NYSPIN Rules and Regulations apply for use of mobile NYSPIN interface.

Users are not to input data while driving. All transactions are to be conducted while the vehicle is stopped.

All users will handle mobile communication equipment with due care.

When users leave computer equipped patrol cars, vehicles will be locked and the view screen placed in a closed position.

CITY OF RYE POLICE DEPARTMENT

General Order #118.1	New [] Revised [x] Supersedes: 118.1 issued
035/3145/080	
Subject: Department Records	
Date Issued 009/0034/12	Date Effective 003/0031/1208
Page 1 of 2	
Issuing Authority: William R. Connors, Police Commissioner	

PURPOSE

To assign responsibility for the receipt, review, retention, retrieval and control of all written information and documents that pertain to the Department's operations.

BACKGROUND

The integrity, effectiveness, and quality of a law enforcement agency are all heavily dependent on its control of records and documents inherent to its various operations.

POLICY AND PROCEDURE

The Detective Division is specifically responsible for the acquisition, distribution, storage and retrieval of the following records:

1. Case Arrest Reports
2. Uniform Crime Reports
3. Intelligence Reports
4. Subpoenas
5. Orders of Protection and Affidavits of Service
6. Fingerprint Cards (not juvenile)
7. Criminal History Files
8. Sealing Orders
9. Criminal Summonses and other legal processes (warrants, etc.)
10. Background Investigations of Applicants
11. Good Conduct Certificates

The Patrol Division Commander shall be responsible for the acquisition, distribution, storage and retrieval of the following records:

1. Public Relations Documentation
2. Policies, procedures, directives and regulations
3. Schedule and roll call data
4. Overtime, Compensatory Time and Leave Requests
5. Sick Reports
6. Training Records
7. Complete inventory of Department Property
8. Firearms records

9. All Freedom of Information Requests

General Order #118.1 Page 2 of 2

The Youth Division shall be responsible for the acquisition, distribution, storage and retrieval of the following records:

1. All Juvenile Records
2. Juvenile Fingerprint Cards

Records Division shall be responsible for the acquisition, distribution, storage and retrieval of the following records:

1. Incident/Complaint reports, follow up reports
2. Property Inventories/Impounds, tow log
3. Accident Reports/Witness Statements
4. Vehicle & Traffic Summonses
5. Parking Summonses
6. City Code Violations
7. Inventory and order all forms used in patrol
8. Alarm permit files
9. Taxi Permits and Inspections
10. All DMV correspondence, confiscated DLIC/REG/Destruction of plates
11. Accreditation Files

The Office of the Police Commissioner shall be responsible for the acquisition, distribution, storage and retrieval of the following records:

1. Fiscal Receipts
2. Personnel Records
3. Agency Budget Records
4. Central Correspondence Files
5. Compensation Cases

CITY OF RYE POLICE DEPARTMENT

General Order #118.9	New [x-] Revised [<u>x</u>] Supersedes: <u>118.9 Issued 11/01/96</u>	
Subject: Employee Personal History Form		
Date Issued <u>0011/0001/1296</u>	Date Effective <u>0011/001/9126-</u>	Page 1 of 2
Issuing Authority: William A. Pease, Police Commissioner <u>R Connors, Police Commissioner</u>		

PURPOSE:

To ensure that a current personal history record for each employee of this Department is prepared and maintained.

BACKGROUND:

Effective personnel administration requires the collection and availability of essential personal information.

The Department's automated computer system provides an employee personal records management system that will be kept up to date at all times and will include, but not be limited to, the following information:

- . Medical facts that may be needed in the event of a medical emergency.
- . Current family information that may be needed for notification purposes.
- . Education, technical training, job experience must be kept current in our Department files as we move toward achieving our objectives in the most efficient manner.

POLICY:

It shall be the policy of this Department to maintain complete and accurate personnel data on all members of the department within its automated computer system. A hard copy will also be filed in the personnel records maintained in the office of the Police Commissioner.

PROCEDURE:

All members of this department will complete and submit a department personal history form within one week from the issuance of this manual section or within one week of his/her appointment to the department. The completed form will then be forwarded to the office of the Police Commissioner.

Anytime information previously recorded on a personal history form changes, e.g., address, telephone number, the member who experiences the change shall, before the completion of his/her next scheduled tour of duty fill out a new personal history form, by completing the name section and those sections in which information has changed. The new form will then be forwarded to the Police Commissioner.

Police Commissioner

The Police Commissioner shall cause entry into the computer system of all employee personal history information and any subsequent changes.

The Police Commissioner shall cause a hard copy of each employee personal history form to be added to the member's personnel folder.

Information Requests

All non-departmental requests for personnel information will be routed to the office of the Police Commissioner who will review the request and allow the release or deny the release on a case by case basis.

This information shall be utilized by members for official department purposes ONLY.

CITY OF RYE POLICE DEPARTMENT

General Order # 119.4	New [] Revised [x] Supersedes: 119.4 issued 03/31/08	
Subject: Guardian Calling Program		
Date Issued 00/00/12	Date Effective 00/00/12	Page 1 of 2
Issuing Authority: William R. Connors, Police Commissioner		

The Guardian Calling program must be monitored each day to maintain its integrity and to ensure that the services expected are provided.

Each enrollee is called up to two (2) times. If no answer or busy signal is recorded on the first attempt, the enrollee will be recalled in 5 minute intervals. If there is no answer after the second phone call, an alert will be issued.

The Department's daily procedure will be as follows:

1. Calls will be made to subscribers as many times a day and at any time of day or night seven days a week as agreed upon by subscriber and System Administrator at time of enrollment.
2. If an alert is issued, the Desk Officer will check the Day (red) Book to verify any changes in calling schedule. If no changes are noted, the Desk Officer shall immediately call the person listed for emergency notification. He will inquire as to the whereabouts of the enrollee and advise him or her that the enrollee has failed to answer his/her daily call. If the contact person is unaware of any absence, a Police Officer will be sent to check on the status of the enrollee. In all instances where an alert is issued by the computer, the Desk Officer will generate a CAD ticket number for that alert. A follow up report will be entered into the narrative portion of the report.
3. If no contact person can be reached, an officer shall be sent to check the welfare of the resident enrollee. For some enrollees in the program information as to where a key is hidden is noted on the Alert Screen. This information should be given to the responding officer by telephone.
4. If a contact person is unreachable and there is no key information provided, the Lieutenant, Sergeant or Officer in charge shall be notified of the status. An officer shall be sent to investigate the whereabouts of the enrollee, i.e., check the house, check with neighbors, etc. The Lieutenant, Sergeant or Officer in Charge shall then determine whether to enter the home.

5. If an enrollee/subscriber calls to inform us they will be away from home and not available to receive their daily call, the receiver of this information will advise the Subscriber to call upon their return and notify the desk officer of their return and to commence the Guardian calls, record the time and date the enrollee will be leaving and the time and date the enrollee is expected to return to their home on the appropriate date pages in the Day (Red) Book at the Police Desk and then shall log into the Guardian computer and place the subscribers calls on suspend. When an Enrollee/Subscriber calls and notifies the Desk Officer of their return the receiver of the call will make an entry in the Day (Red) Book of the subscribers return and shall log into the Guardian computer and un-suspend (resume) the Guardian calls.

8. At no time will anyone use the Guardian computer for any reason other than its intended purpose without prior approval from the Police Commissioner. This computer is a stand alone computer and is not connected to our network, therefore, no one should have any need to use this machine. The phone attached to the system is only to be used to record Guardian Calling messages.

**CITY OF RYE POLICE DEPARTMENT
EMPLOYEE PERSONAL HISTORY FORM**

Name _____

Address _____

Phone _____

Social Security Number _____

Drivers License Number _____

Education _____

MEDICAL

Blood Type _____

Allergies _____

Medications _____

Other facts that may be needed in the event of an emergency _____

Emergency Contact

Name _____

Relationship _____

Telephone Number _____



CITY COUNCIL AGENDA

NO. 17

DEPT.: Boat Basin

DATE: July 11, 2012

CONTACT: Peter T. Fox, Boat Basin Supervisor

ACTION: Designation of one member to the Boat Basin Nominating Committee.

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council designates the individual elected to serve on the Boat Basin Nominating Committee.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

See attached memorandum of Boat Basin Supervisor dated June 8, 2012.

**City of Rye Marina
Memorandum**

Memo To: Scott Pickup, City Manager
Rye City Council

From: Peter T. Fox, Boat Basin Supervisor

Subject: 2012 Nominating Committee

Date: June 8, 2012

The Following names have been appointed for the Boat Basin Nominating Committee for the 2012 Boat Basin Commission Elections:

1. George Defilippo, Commission Member not up for re-election.
2. Ford Winters – Permit holder elected to Nominating Committee in last election August 2011.
3. Dominic Vitiello to serve on the Nominating Committee.

Please submit to the City Council for approval, call me if any further information is needed.

Thank you for your consideration.

Peter T. Fox, Supervisor
City of Rye Marina



CITY COUNCIL AGENDA

NO. 18

DEPT.: City Council

DATE: July 11, 2012

CONTACT: Mayor Douglas French

AGENDA ITEM: Designation of the City Council Liaison to the Finance Committee by the Mayor.

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council approve the appointment as presented by the Mayor.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: Designation of the following City Council Liaison by the Mayor:

Councilmember Julie Killian: Finance Committee



CITY COUNCIL AGENDA

NO. 19 DEPT.: City Council DATE: July 11, 2012
CONTACT: Mayor Douglas French

AGENDA ITEM: Designation of the Chair of the Rye Senior Advocacy Committee by the Mayor.

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:



CITY COUNCIL AGENDA

NO. 20

DEPT.: City Manager

DATE: July 11, 2012

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Resolution to grant permission to the Rye Historical Society to hold a free public event on the Village Green to launch the Walk Rye History Heritage Trail on Saturday, September 8, 2012 beginning at 9:30 a.m.

FOR THE MEETING OF:

July 11, 2012

**RYE CITY CODE,
CHAPTER
SECTION**

RECOMMENDATION: That the City Council approve the request of the Rye Historical Society.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: The Rye Historical Society has requested use of the Village Green to hold a Dedication Ceremony on the Village Green on Saturday, September 8, 2012 beginning at 9:30 a.m. to launch the Walk Rye History Heritage Trail. The event will feature a local children's storyteller, Lou Del Bianco at 12:00 p.m. and musical entertainment from 2:00 to 4:00 p.m. The event will be covered by WFAS, the local Westchester radio station, via a remote live broadcast from the Square House porch.

See attached.

RYE HISTORICAL SOCIETY

Square House Museum & Knapp House Archives

July 3, 2012

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

Dear Mayor French and Members of the City Council,

The Rye Historical Society respectfully requests permission to hold a free public event on the Village Green on Saturday, September 8, 2012 starting at 9:30 am. This event will officially launch the Walk Rye History Heritage Trail which we have been installing over the summer. The day will start with an official Dedication Ceremony at 9:30 am followed by a series of free events for our community. Specifically, we would like to use the Village Green for the Dedication Ceremony at 9:30 am and a children's storytelling program at 12 noon.

We are requesting permission to use the Village Green from 9 am to 4 pm to allow for set-up and clean-up activities.

Thank you for your consideration of this request.

Sincerely,



Sheri Jordan
Director



ACCREDITED BY THE AMERICAN ASSOCIATION OF MUSEUMS

One Purchase Street, Rye, New York 10580 Ph (914) 967-7588 Fx (914) 967-6253 www.ryehistoricalociety.org



CITY COUNCIL AGENDA

NO. 21

DEPT: Public Works

July 11, 2012

CONTACT: Ryan X. Coyne, City Engineer

ACTION: Bid Award for Solid Waste Container Service at the Department of Public Works (Contract #2012-02).

FOR THE MEETING OF:

July 11, 2012

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That Contract #2012-02, Solid Waste Container Service be awarded to City Carting, Inc. in the amount of \$52,500.

IMPACT: Environmental Fiscal Neighborhood Other:


BACKGROUND: City Carting, Inc. was awarded the Solid Waste Container Service Contract in 2011 and has provided all required services. It is recommended that the contract be awarded to City Carting, Inc.

See attached.



CITY OF RYE
Engineering Department

Interoffice Memorandum

To: Scott Pickup, City Manager
From: Ryan Coyne, PE, City Engineer 
Date: July 6, 2012
Subject: Contract 2012-02 – Solid Waste Container Service Contract

The bid opening for the above contract took place on July 3, 2012. The sole bid, submitted by City Carting, Inc. was in the amount of \$52,500.00.

The Public Notice for the bid was published in the Journal News and also sent to four local contractors. Three of those contractors picked up the Bid Package and only one submitted a bid. That sole bidder, City Carting, Inc. is the contractor who currently provides the container service to the City.

I have checked and tabulated the bid and hereby recommend that the bid be awarded to City Carting, Inc. in the amount of \$52,500.00.

Bid Tabulation

Service Contract for Solid Waste Containers
Contract 2012-02
Bid Opened July 3, 2012

Contractor	City Carting, Inc.
-------------------	---------------------------

Item No.	Items	Quantity	Unit	Total
1	20 Cubic Yard Container For Street Sweepings	40 PULLS	\$150.00	\$6,000.00
2	Price per Ton for Disposal of Material From ITEM 1	500 TON	\$78.00	\$39,000.00
3	30 CY Container for Garbage	50 PULLS	\$150.00	\$7,500.00

Contractor's Total	\$52,500.00
Engineer's Total	\$52,500.00
Position	1
% Above Low Bidder	0.00%