

## CITY OF RYE

### NOTICE

There will be a regular meeting of the City Council of the City of Rye on Monday, August 6, 2012, at 8:00 p.m. in the Council Room of City Hall. *The meeting will be preceded by the Presentation of the 2013-2017 Capital Improvements Program beginning at 7:00 p.m.*

### AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Approval of the election of two new members to the Rye Fire Department.
5. Consideration to set a Public Hearing for September 12, 2012 to amend Chapter 98, "Fire Prevention" of the Code of the City of Rye by amending §98-4 "Board of Fire Wardens; Fire Inspector" regarding the Fire Inspector/Supervisor position for the Rye Fire Department.
6. Draft unapproved minutes of the regular meeting of the City Council held July 11, 2012.
7. Mayor's Management Report
  - Update on Bridge projects
  - Update on Forest Avenue Sharrows project
  - Legal update
8. Continuation of Public Hearing to discuss potential capital projects to be included in a November, 2012 Bond Referendum.
9. Public Hearing to adopt bond resolutions for the November, 2012 Referendum for capital projects.
10. Update and Discussion of the proposals for the property located at 1037 Boston Post Road:
  - Purchase and Sale Agreement between the City of Rye and Lester's of Rye, LLC for the right of first refusal
  - Broker agreement between the City of Rye and CBRE to market the property
11. Resolution to approve a Memorandum of Agreement between the City of Rye and the Rye CSEA Local 1000 Clerical Unit.  
Roll Call.
12. Residents may be heard on matters for Council consideration that do not appear on the agenda.

13. Adoption of the 2012/2013 tax levy and tax rate for the Rye Neck Union Free School District.  
Roll Call.
14. Consideration of proposed revision of the Rules and Regulations of the City of Rye Police Department.
15. Resolution cancelling the regular meeting of the City Council scheduled for August 8, 2012.
16. Consideration of request for permission to close a section of Purchase Street for the 60<sup>th</sup> annual celebration of the Halloween Window Painting Contest.
17. Resolution to grant permission to the Rye Free Reading Room to hold a free public concert on the Village Green on Sunday, October 14, 2012 at 2 p.m.
18. Miscellaneous communications and reports.
19. Old Business.
  - Discussion regarding Andrew Dapolite's letter to the Board of Ethics
20. New Business.
21. Adjournment.

\*\*\*\*\*

The next regular meeting of the City Council will be held on Wednesday, September 12, 2012 at 8:00 p.m. A special meeting of the City Council will be held on Wednesday, August 8, 2012 at 7:00 p.m. in the Mayor's Conference Room. It is expected that the Council will adjourn into Executive Session to discuss litigation strategy. A special meeting of the City Council on proposed real estate matters will be held on Wednesday, September 5, 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](http://www.ryeny.gov) under "RyeTV Live".

\* Office Hours of the Mayor by appointment by emailing [dfrench@ryeny.gov](mailto:dfrench@ryeny.gov).



# CITY COUNCIL AGENDA

NO. 4

DEPT.: Fire Department

DATE: August 6, 2012

CONTACT: Chief Michael Taylor

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

**FOR THE MEETING OF:**

August 6, 2012

**RYE CITY CODE,**

**CHAPTER**

**SECTION**

**RECOMMENDATION:** That the Council approve the election of Andrew Dapolite to the Poningoe Engine and Hose Company and Lester Milman to the Fire Police Patrol.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Board of Fire Wardens has advised that Andrew Dapolite and Lester Milman were elected into membership to the fire companies listed below and were approved by the Fire Wardens at their July 26, 2012 meeting.

Andrew Dapolite      Poningoe Engine and Hose Company

Lester Milman      Fire Police Patrol



# CITY COUNCIL AGENDA

NO. 5

DEPT.: City Manager's Office

DATE: August 6, 2012

CONTACT: Scott Pickup, City Manager

**ACTION:** Consideration to set a Public Hearing for September 12, 2012 to amend Chapter 98, "Fire Prevention" of the Code of the City of Rye by amending §98-4 "Board of Fire Wardens; Fire Inspector" regarding the Fire Inspector/Supervisor position for the Rye Fire Department.

**FOR THE MEETING OF:**

August 6, 2012

**RYE CITY CODE,**

CHAPTER 98

SECTION 4

**RECOMMENDATION:** That the City Council set the Public Hearing for September 12, 2012.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Due to 2012 Staff retirements in the Rye Fire Department, the position of Fire Inspector/Supervisor has been created by Westchester County Civil Service for the City of Rye. The Rye City Code must be amended to reflect the administration of this new position and the creation of the City of Rye Bureau of Fire Prevention.

See attached.

**CITY OF RYE**  
**LOCAL LAW NO. \_\_\_ 2012**

**A Local Law to amend Chapter 98 § 4 “Fire Prevention – Board of Fire Wardens; Fire Inspector” to create a Bureau of Fire Protection the Board of Wardens of the City of Rye Fire Department to report directly to the City Manager**

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

**Section 1: Chapter 98 Fire Prevention**

**§ 98-4. Board of Fire Wardens; Fire Lieutenant.**

It shall be the responsibility of the Board of Fire Wardens ~~, or any other board or person the Council may designate,~~ **in conjunction with the City Manager** to administer and enforce the provision of this chapter. There is hereby created in and for the City of Rye the office ~~Bureau of Fire Inspector~~ **Bureau of Fire Protection**, the head of which shall be a Lieutenant, **whose duties, among other things, shall include the responsibility for fire inspections within the City. Such office** ~~who shall be subject to the supervision and direction of the Board of Fire Wardens in conjunction with the City Manager or any other board or person the Council may designate.~~ **Subject to the Civil Service Law and Rules and Regulations,** ~~The Board of Fire Wardens in conjunction with the City Manager,~~ **and** with the approval of the Council, shall appoint such **Lieutenant Fire Inspector** ~~from among the members of the Board of Fire Wardens and paid firemen of the City of Rye.~~ Such person so appointed shall be qualified to assume the duties and responsibilities of such office **or shall, within the time prescribed by law, qualify to do so. Such appointee or appointees** ~~and shall receive such annual salary as the Council shall fix and determine at its annual meeting.~~

**Section 2: Severability.**

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

**Section 3: Effective date.**

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



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Clerk

DATE: August 6, 2012

CONTACT: Dawn Nodarse

**AGENDA ITEM** Draft unapproved minutes of the regular meeting of the City Council held July 11, 2012, as attached.

**FOR THE MEETING OF:**

August 6, 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 July 11, 2012, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on July 11, 2012 at 8:00 P.M.

PRESENT:

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

ABSENT: None

The Council convened at 7:30 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 pending tax certiorari matters. Councilman Jovanovich made a motion, seconded by Councilman Sack and unanimously carried to adjourn the executive session at 8:34 p.m. The regular session began at 8:44 p.m.

1. Pledge of Allegiance

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

2. Roll Call

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

3. General Announcements

Announcements were made regarding recent and upcoming events in the City.

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.

Councilwoman Killian made a motion, seconded by Councilwoman Parker, to 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

ROLL CALL:

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

The Resolution was adopted by a 7-0 vote.

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

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to approve the minutes of the regular meeting of the City Council held on June 13, 2012, as amended.

There was a brief discussion with Ted Carroll who had requested that the minutes be amended to add language to a summary of what he had said at the June 13<sup>th</sup> meeting. Corporation Counsel Wilson said it is not standard procedure for the Clerk to take comment from the public on the minutes because the minutes are the Clerk's document.

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to approve the minutes of the Workshop meeting of the City Council held on June 20, 2012, as submitted.

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried with Mayor French and Councilwoman Brett abstaining, to approve the minutes of the special meeting with the Rye Golf Club Commission held on June 27, 2012, as submitted.

Agenda item 11 was taken out of order.



6. Mayor's Management Report

- Update on the Sharrows project

City Manager Pickup, City Planner Christian Miller and City Engineer Ryan Coyne reported on the project that has received funding support for the painting of Sharrows on Forest Avenue through a \$20,000 grant received by the Rye YMCA. The City has done preliminary field work and will do some paving work on Forest Avenue from Green Avenue to Cornell Place. After the paving is completed, the painting project will begin which will include striping Forest Avenue with a white line for a ten-foot travel lane and installation of Sharrows approximately every 250 feet. Sharrows, a permitted form of lane marking under the Manual for Uniform Traffic Control Devices, are a "share the road" sign. The white striping will serve as a traffic calming device and help to keep vehicles away from the edge of the roadway where people walk. A white line will not be painted in the area around Playland Market due to the volume of activity, but dedicated parking spaces will be created. Improvements will also be made to the crosswalk at Hewlett Avenue during the paving process.

- Update on the Central Avenue Bridge and the Old Post Road Bridge

City Engineer Ryan Coyne made the following reports:

- Old Post Road Bridge – The County has poured the concrete and will pave after it has strengthened. Con Edison is dealing with gas leaks that will require the entire main to be relined. The new gas line has been ordered from Germany and Con Edison workers are presently on strike. When the gas line work is completed, the County will come in and complete their work. If Con Ed cannot finish their work by mid-August, the County may put steel plates over Con Ed's work in order to open the road. The City will try to avoid having the project extend into the school year.
- Central Avenue Bridges – (1) The City responded to comments from the Department of Transportation (DOT) and approvals are still awaited. Mr. Coyne has been told approval is imminent and the City still believes it is on target for its construction schedule of September-October. (2) The Thruway Authority is working on the bridge over I-95. Their schedule is to be finished by the first week of August.

- Summary of the Rye Golf Club Workshop

Members of the Council who had attended the workshop reported on the recent meeting with the Golf Commission. They called it a good meeting that was well attended by the membership and a good way to open up communication. There was a great deal of discussion on the financial operation of the Club and what could be done to create a sustainable operating plan. It was noted there seems to be a split in the membership on the direction the club should move in and the responsiveness of the Commission to the membership. The new on-line voting procedures and a requested candidate forum prior to the elections were supported by the Council. Members of the Golf Commission raised questions regarding the date of their budget submission and the amount they are required

to contribute to the City. Mayor French suggested that members of the Commission and City staff should come up with ideas for strategic long-term operation of the Club.

- Legal update

Corporation Counsel Wilson reported on the following items:

- *Westchester Joint Water Works v. City of Rye* – Judge LaCava’s clerk called and indicated that the Judge would need another couple of weeks to issue a decision in this matter. The decision should come by mid-August.
- Human Rights Complaint against Golf Club – A complaint has been received from the Division of Human Rights involving an employee at the Golf Club. The Corporation Counsel and Labor Counsel Vincent Toomey have spoken with the individuals involved at the Club and are doing a preliminary investigation.
- *Butler v. Mathisson, et al* – The City has filed a request for Appellate Division intervention in this matter to protect the rights of the Planning Commission and the City if a decision is made to perfect the appeal.

A vote was taken regarding representation of the City in two active tax certiorari proceedings regarding the taxability of two locations. One involves the Tiki Bar at Playland and the other involving Seaside Johnnie’s at Rye Town Park.

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

**RESOLVED**, that the City Council of the City of Rye, hereby retains the firm of Harris Beach PLLC to represent the City in connection with two Article 7 Tax Certiorari proceedings involving the taxability of properties owned by the County of Westchester (Tiki Bar) and Town of Rye and Rye Town Park Commission (Seaside Johnnie’s) at the rate of \$215.00 per hour.

ROLL CALL:

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

The Resolution was adopted by a 6-0 vote.

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

The public hearing remained open from the June 13<sup>th</sup> meeting. City Manager Pickup said that draft Bond Resolutions have been prepared. For ballot purposes there will be one ballot question for public building improvements for approximately \$1.5 Million and another for public improvements for roads, sidewalks and pedestrian safety for approximately \$3.5 Million.

There were only two members of the public who commented. *Bob Zahm* suggested that the amount included in a bond for sidewalks should be increased and that it was not realistic to assume that the bond would be paid for within the 2% tax cap. *Ted Carroll* spoke about public concerns about a bond being necessary due to economic conditions, although some public safety aspects might be supported in a smaller bond

The Council discussed each of the potential projects in order to determine which projects would be included in a bond.

*Smith Street Reconstruction and Intersection Improvements* – City Manager Pickup said that the \$800,000 estimate should cover all the improvements talked about including full reconstruction of the street, drainage improvements, sidewalks, street-scaping and redesign of the intersection. There is a 10% to 20% contingency to cover unforeseen issues and off-hour construction.

*Purchase/Purdy/Theodore Fremd Intersection Improvements* – This project would involve replacing the existing traffic signal to a State-mandated signal; include a traffic study to look at traffic flow; widen the street to provide for a dedicated turning lane; and put in a sidewalk. The goal of the project is better traffic flow and easier pedestrian crossing at the intersection.

*Locust Avenue Sewer Siphon Replacement* – City Manager Pickup said that this is a project that must be done and must be funded even if a bond fails. Mr. Pickup was asked to provide figures for fines that might be incurred if the sewer fails.

*Boston Post Road Retaining Wall* – The proposed project would only extend the sidewalk down to Holly Lane and include pedestrian phases for the train crossing. Some preliminary survey work has been done and the face of the wall is probably at the property line but the rock it sits on encroaches into the City right-of-way. Slope easements may be needed to do the work. There was a suggestion of cutting back on the amount of sidewalk installed to reduce the cost of the project.

*Sidewalk and Pedestrian Improvements* – It was suggested that more money should be included for these projects. There are no road repair projects currently included in this option but projects such as repaving of the Boston Post Road from Parsons Street to City Hall could be included.

*MTA Parking Lot Improvements* – City Manager Pickup said there have been discussions with the MTA regarding the parking lot but until the City has a long term lease it is not a project to consider.

*Bowman Avenue Upper Pond Flood Mitigation Improvements* – The Flood Advisory Committee recommended that until additional studies are done, projects to expand the capacity of flood storage at the Upper Pond should not be included at this time.

*Rye Free Reading Room Improvements* – The Library requested that certain building improvements for fire safety, ADA compliance and security be included in the bond. The City is not allowed to bond for the Library without receiving some consideration in return from the Library. Corporation Counsel Wilson said that she met with the Library Board and they offered three suggestions of consideration they would be willing to offer: (1) a guarantee that they would remain open on Saturdays; (2) a guarantee to be open for “special events”; and (3) an obligation to maintain the capital improvements through their lifetime. It was noted that people in the community have raised questions regarding including the Library in a City bond referendum.

*Police/Courthouse Upgrades* – Since a decision was made that the cost of relocating the current facility was too high, modifications have been made in the existing structure to make it more habitable. The proposed project is the next logical step to secure efficiencies in prisoner transport and handling in order to make the facility more secure. The Office of Court Administration (OCA) has also raised concerns about the lack of facilities and the proposal is a compromise approach to address many of their concerns. OCA approval may be necessary before going ahead with the projects.

There was a suggestion that this may not be the right year for a Bond Referendum and maybe the Charter should be changed to increase debt limits for bonding without a referendum. It was also noted that the historically low interest rates together with the City’s Aaa bond rating make it an ideal time to bond. A suggestion was made that it would be beneficial for the public to understand the consequences of projects not being done.

At the end of the discussion the list was reduced to the following projects: Smith Street Reconstruction and Intersection Improvements; Purchase/Purdy/Theodore Fremd Intersection Improvements; Locust Avenue Sewer Siphon Replacement; Boston Post Wall Retaining Wall; Sidewalk and Pedestrian Safety Improvements; and Police/Court Upgrades. The projected amount for bonding these projects would be between \$3 and \$4 Million. There are still some issues with including the Library. The City Manager will update the project list and circulate it and modify the bonding amounts.

The public hearing remained open.

8. Consideration to set a Public Hearing for August 6, 2012 to adopt bond resolutions for the November, 2012 Referendum for capital projects

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

**WHEREAS**, the Council wishes to adopt Bond Resolutions for capital projects to be included in a November 2012 Bond Referendum; and

**WHEREAS**, it is now desired to call a public hearing to discuss said Bond Resolutions, now, therefore, be it

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

Section 1. Pursuant to Section 20 of the Municipal Home Rule Law and the Charter of the City of Rye, New York, a public hearing will be held by the Council of said City on August 6, 2012 at 8:00 P.M. at City Hall, Boston Post Road, in said City, for the purpose of affording interested persons an opportunity to be heard concerning Bond Resolutions for capital projects to be included in a November 2012 Bond Referendum.

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

**PUBLIC NOTICE  
CITY OF RYE**

**Notice of Public Hearing to adopt Bond Resolutions  
for capital projects to be included in a  
November 2012 Bond Referendum**

Notice is hereby given that a public hearing will be held by the City Council of the City of Rye on the 6th day of August, 2012 at 8:00 P.M. at City Hall, Boston Post Road, in said City, at which interested persons will be afforded an opportunity to be heard concerning bond resolutions for capital projects to be included in a November 2012 Bond Referendum.

Copies of said bond resolutions may be obtained from the office of the City Clerk.

Dawn F. Nodarse  
City Clerk  
Dated: July 25, 2011

City Manager Pickup said that at the last meeting the Council had asked for additional feedback on a couple of charges:

- Mooring fees – because of challenges in the current legislation this will not be able to be updated in time to be included in the 2013 fees and charges.
- Street Opening Permits – The City Engineer will update the process with all of the utilities but due to the Con Edison strike this cannot be done for 2013.

There was a discussion about the proposed increase in the fee for Merchant Parking Permits. One suggestion was to increase it to match the fee for commuter parking and another to leave the fee unchanged. A compromise suggestion was made to increase the fee by \$10.00

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

10. Resolution to adopt the 2013 Budgeted Fees and Charges

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

**RESOLVED**, that the 2013 fees and charges, are hereby adopted:

FEE DESCRIPTION	2012
<b><u>ASSESSOR'S OFFICE</u></b>	
GENERAL	
Standard Photocopy Fee	
Letter/Legal per page	0.25
MAPS	
City Maps 3'x5"	15.00
Aerial Map	15.00
Drain & Sewer map from blueprints (blue on white)	60.00
Standard Tax Map	15.00
Tax index map (40"x64")	15.00
Topographical maps	60.00
<b><u>BOARD OF APPEALS</u></b>	
GENERAL	
Multi & Commercial Appeals	500.00
Single Family Appeals	300.00
Adjourned Applications	100.00
Revised Plans	75.00
<b><u>BUILDING</u></b>	
ELECTRICAL	

Electrical permits in existing building where a building permit is not required: for multiple residences, commercial or industrial buildings	100.00
Electrical Permits in existing buildings where a building permit is not required: for one & two family dwellings with contracts valued at \$500 or more	70.00
<b>GENERAL</b>	
Building Permits (1) - minimum fee	75.00
Building Permits (2) - add'l charge per \$1,000 est. work (residential)	17.00
Building Permits (3) –add'l charge pre \$1,000 est. work (commercial)	30.00
Building Permit (3) - penalty for work begun without permit	1,000.00
Certificate for Commercial Buildings	175.00
Certificate of Occupancy: to be paid with application for building permit	100.00
Changes in Approved Plans	100.00
Demolition Permits - Commercial and residential structures	2,000.00
Demo Pmts - In-ground pools tennis crts detached garages	750.00
Demo Pmts - Sheds, above ground pools, pool decks, gazebo	200.00
New Certificate for old buildings	100.00
Search for Municipal Records / Pre-date letters	80.00
<b>PLUMBING</b>	
<b><i>Oil or gas heating permits in existing building w/o building permit required:</i></b>	
New heating equipment installation or replacement	150.00
Plumbing - No building permit required (min)	70.00
Plumbing - for each fixture above 5	5.00
Sewer or storm drain connection (per)	70.00
<b><u>CITY CLERK</u></b>	
<b>ALARMS</b>	
Alarms permit - Fire/Burglar	35.00
False alarm: 2nd call per annum	50.00
False alarm: 3rd, 4th call each per annum	100.00
False alarm: over 4 per annum	200.00
<b>FIRE PREVENTION</b>	
Explosive Inspection Fee	115.00
Fireworks Display (each)	750.00

Installation of liquefied petroleum gas	57.00
Place of assembly 100 or more people	115.00
Storage of Flammable liquids (permits & insp.)	115.00
Storage of lumber (in excess of 100,000 bd. ft.)	57.00
Storage of underground tanks <1100 gal.(permits & insp.)	57.00
Storage of underground tanks >1100 gal. (permits & insp.)	115.00
Welding & cutting	55.00
GENERAL	
Auctioneer	500.00
Birth Certificate	10.00
Blasting Permit	300.00
Cabaret	200.00
Christmas Tree Sale Refundable Bond	45.00
Christmas Tree Sales: Inspection	100.00
Code of the City of Rye	300.00
Code of the City of Rye - Supplement	n/a
Codes: Zoning	n/a
Coin operated Dry Cleaning Establishment	n/a
Coin operated Laundry: Establishment	n/a
Death Transcript	10.00
Dog License: Neutered Dog - Owner's Cost	14.00
Breakdown of Owner's Cost:	
City of Rye Fee	13.00
NYS Fee	1.00
Dog License: Non-Neutered Dog - Owner's Cost	22.00
Breakdown of Owner's Cost:	
City of Rye Fee	19.00
NYS Fee	3.00
Dog Redemption: with current license	n/a
Dog Redemption: without current license	n/a
Dry Cleaning Establishment	90.00
Debris Collection Container:	40.00
Filming: Private Property	450.00
Filming: Public Property (Maximum)	25,000.00
Filming: Public Property (Minimum)	1,600.00
Junk Merchant: Establish place of business	n/a
Junk Peddler	n/a
Laundromat	n/a
Marriage License	40.00
Marriage Transcript	10.00
Non-refundable Bid fee (per every \$50 of bid)	15.00-100.00
Other Pamphlet Codes	8.00



Peddler, Hawker, Solicitor	300.00
Additional Peddler, Hawker or Solicitor Permit Issued	75.00
Lost Peddler, Hawker or Solicitor Permit Replacement	5.00
Sign posting @ Boston Post Road & Cross Street	35.00
Tourist Park or Camp App. 5 units or less	n/a
Tourist Park or Camp App. 6 units or less	n/a
Tourist Park or Camp license (per unit)	n/a
<b>MECHANICAL INSTALLATION LICENSE</b>	
Gas Heat	150.00
Oil Heat	150.00
<b>MISCELLANEOUS LICENSES</b>	
Bowling Alleys	n/a
Circus	n/a
Driving Range	n/a
Miniature Golf	n/a
Moving Picture House	n/a
Public Exhibition	90.00
Public Hall	90.00
Shooting Gallery	n/a
Skating Rink	n/a
Taxi Cab License	130.00
Taxi Driver License	75.00
Theater	n/a
<b><u>PARKING</u></b>	
Non-Resident Commuter (Includes Tax)	720.00
Resident Commuter (Includes Tax)	720.00
Merchant Parking (Non-Taxable)	<b>456.00*</b>
Taxi Stall Rental (Plus tax)	700.00
Guest Parking Overnight (max. 14 days per night)	10.00
Replacement Sticker (without old sticker)	60.00
Replacement Sticker (with old sticker)	10.00
Resident All Day/All Night	684.00
Resident All Night	342.00
Special Permits (Theo. Fremd Lot)	n/a
Commuter Parking Waitlist Fee (Per Year)	50.00
Commuter Meters - Daily Rate (12 hours)	5.00
Paystation rate per hour	1.00
<b><u>PARKING VIOLATIONS</u></b>	
No Handicapped Permit (including NYS Surcharge)	150.00
Parking in Front of a Fire Hydrant	150.00
Beach Area Parking	75.00

Parking on the Street During the Snow Ordinance	75.00
Parking in a Crosswalk	75.00
<b><u>ENGINEERING</u></b>	
GENERAL	
Constructed or Replaced Curb	30.00
Constructed or Replaced Depressed Curb (min)	30.00
Constructed or Replaced Driveway (min)	30.00
Constructed or Replaced Sidewalks (min)	30.00
Construction Debris Containers (per day)	50.00
Street Obstructions, Storage of Materials, Operating Machinery, loading & unloading, scaffolding & bridging	100.00
Street Opening: Curbing-Asphalt/Concrete/Flag	180.00
Street Opening: Sidewalk Area-Asphalt/Concrete/Flag	180.00
Street Opening: Street Area-Asphalt	180.00
Street Opening: Street Area-Concrete	180.00
Street Opening: Test Holes (keyhole method) (each)	60.00
Street Opening: Unpaved Areas	180.00
Street Opening Permit Surcharge	175.00
Street Opening Public Service Fee (per LF, over 72 FT length)	2.50
Surface Water Control Application fee (Stand Alone)	200.00
STREETS/SIDEWALKS	
Construction Manhole/Catch Basin (min)	180.00
Driving Pipes (min)	100.00
Install Underground Tank/Vault (min)	110.00
Plumbing Connection to Structures:	
Manholes/Catch Basin (min)	45.00
Plumbing Connection to Structures:	
Sewer or Drain Line (min)	35.00
<b><u>FIRE</u></b>	
GENERAL	
Inspection Fee (per inspection)	135.00
Return Inspection	50.00
Tank Removal Inspection	100.00
<b><u>PLANNING</u></b>	
COASTAL ZONE MANAGEMENT	
Waterfront Consistency Review Application	825.00
GENERAL	
Copies of Subdivision or site plans - complete	

sets only (per sheet)	12.00
SITE PLAN REVIEW	
Informal review	n/a
Preliminary Application (up to 10 parking spaces)	1,000.00
Preliminary Application - Add'l charge per required parking space over 10 spaces	n/a
Modification or Extension of Preliminary Application	825.00
Final Application ( up to 10 parking spaces)	1,225.00
Final Application - Add'l charge per required parking space over 10	30.00
Modification or Extension of Preliminary Application	n/a
Inspection Fee (Fee + 7.0% cost of improvement)	550.00
Construction and Use without prior approval	2,800.00
Modification of Tree Preservation Plan by the City Planner	500.00
Tree Replacement, fee in lieu of	1,900.00
SUBDIVISION REVIEW	
Informal Review	675.00
Preliminary Application	825.00
Preliminary Application - Add'l charge per lot	390.00
Waiver of Preliminary Application - Add'l charge per lot	n/a
Modification or Extension of Preliminary Application	n/a
Final Application	1,120.00
Final Application - Add'l charge per lot	385.00
Modification or Extension of Final Application	n/a
Waiver of Penalty Application	n/a
Inspection Fee - 7% of cost of improvement plus \$50 per lot, or \$500, whichever is greater	550.00
Modification of Tree Preservation Plan by City Planner	500.00
Tree Replacement, fee in lieu of	1,900.00
Fee in lieu of Parkland - In trust-minimum (dollars per square foot of lot area)	
<i>R-1 One Family District</i>	0.14
<i>R-2 One Family District</i>	0.25
<i>R-3 One Family District</i>	0.35
<i>R-3 One Family District (Floodplain)</i>	0.25
<i>R-4 One Family District</i>	0.40
<i>R-4 One Family District (Floodplain)</i>	0.25
<i>R-5 One Family District</i>	0.49
<i>R-5 One Family District (Floodplain)</i>	0.25
<i>R-6 One Family District</i>	0.57
<i>R-6 One Family District (Floodplain)</i>	0.25
<i>RT Two-Family district (1 and 2 Family Residence)</i>	0.57

<i>RS School &amp; Church District (1 Family Residence)</i>	0.35
<i>RA-1 District (1 Family Residence)</i>	0.57
<i>RA-1 District (2 Family Residence)</i>	0.41
<i>RA-2 District (1 Family Residence)</i>	0.57
<i>RA-2 District (2 Family Residence)</i>	0.49
<i>RA-3 District (1 and 2 Family Residence)</i>	0.57
<i>RA-4 District (1 and 2 Family Residence)</i>	0.57
<i>B-1 Business District (1 and 2 Family Residence)</i>	0.57
Apportionment Application	650.00
Construction and Use without prior approval	2,730.00
RE-ZONING APPLICATIONS	1,300.00
WETLANDS/WATER COURSES	
Application Fee	985.00
Inspection Fee	550.00
Appeal of Determination	550.00
Extension of Prior Approval	600.00
Outdoor Dining Fee	500.00
<b><u>POLICE</u></b>	
GENERAL	
Auxiliary Police Services Event Fee	200.00
Defensive Driving Course	50.00
Fingerprinting Fees	100.00
Good Conduct Certificates	75.00
Mooring Permits (per permit)	150.00
Police report copies (per copy)	0.25
Redemption of Shopping Carts	50.00
Reprints of Photographs	30.00
Subpoena Fees for Records (min)	30.00
LOCAL ORDINANCE	
Failure to shovel snow after a storm	50.00
<b><u>PUBLIC WORKS</u></b>	
GENERAL	
Collection of bulky metals at curbside (minimum)	35.00
Collection of bulky waste in excess of 2 cubic yards (min)	35.00
Penalty for amounts not paid within 60 days	25.00
Penalty for amounts not paid within 90 days	25.00
Add'l penalty for amounts not paid if collection by levy is required	25.00

<b><u>RECREATION</u></b>	
ATHLETIC FIELD USE SURCHARGE (per person/per prog)	15.00
<b>BUILDING FEES</b>	
Auditorium (per hour)	100.00
Other Rooms (per hour)	75.00
Auditorium: Non-Profit/Co-Sponsor Rate (per hour)	75.00
Other Rooms: Non-Profit/Co-Sponsor Rate (per hour)	50.00
New Multi Purpose Room (4 Hours)	575.00/675.00
Birthday Party: Basic Program (two hours)	200.00/300.00
Private Party: Other rooms (each)	475.00/575.00
Maintenance Coverage (per hour) Full-time	50.00
Maintenance Coverage (per hour) Part-time	35.00
Alcohol Permit Fee	50.00
Security Deposit (Refundable)	100.00
<b><u>DAY CAMP</u></b>	
Day Camp - ½ day program (resident)	585.00
Day Camp – 2 week session (resident)	515.00
Day Camp – 6 week basic (non-resident)	1,510.00
Day Camp – 6 week basic (resident)	745.00
Day Camp – 6 week extended program (resident)	n/a
Day Camp – Swim group	80.00
Day Camp – Swim lessons (with group)	115.00
Kiddy Camp (resident)	680.00
Kiddy Camp – 2 week session (resident)	n/a
Registration fee after deadline	180/30 wk
Camp 78 – 6 weeks	1,260.00
Camp 78 – 2 weeks	n/a
Camp 78 – 1 week	210.00
Camp Withdrawal Fee	25/wk
<b>INDOOR RECREATION</b>	
Daily Fees (resident & non-resident)	5.00/10.00
<b>OUTDOOR RECREATION</b>	
All day field permit (10am-6pm)	700.00
Field permit (2 hrs.)	200.00
Field/Facility Use - Basketball - Outdoor lights (2hrs)	160.00
Softball - Men's Adult (per team)	360.00
Softball - Woman's Adult (per team)	315.00
<b>PICNIC</b>	
Non-profit/Police/Fire	50.00
Refundable Deposit (Part of Fee)	50.00

Weekday Picnic ( 4-Dark)	165.00
Up to 75 (Resident/Non Resident)	200.00/300.00
75 to 150 (Resident/Non Resident)	400.00/500.00
<b>TENNIS</b>	
Permit - Adult (19 & over)	110.00
Permit - Family (max. 5)	285.00
Permit - Individual (non-resident)	220.00
Permit - Junior (6-13 /14-18 years)	60.00
Permit - Senior (60+)	75.00
Clinic - Adult Tennis (4 classes)	\$90/115
Clinic - Youth Tennis (4 classes)	\$80/\$90
Daily Fee (resident only)	13.00/7.00
Guest of Permit Holder - Hourly fee	13.00/7.00
Private lessons: Per half hour	38.00
Private lessons: Per hour	52.00
Non-Resident Senior	145.00
<b><u>RYE TV</u></b>	
<b>DUPLICATION FEES</b>	
Dubbing Fee (per tape)	20.00
DVD Dubbing Fee (per DVD)	20.00
<b>DUPLICATION STOCK FEES</b>	
Mini DV 60	6.00
Mini DV 80	10.00
DVD-R	4.00
CD-R	1.00
<b>EQUIPMENT RENTAL</b>	
Camcorder – per day (Misc. Equipment Extra)	100.00
Camcorder Canon XHA1 per day (misc extra)	250.00
Tripod per day	50.00
Light kit: Arri or Lowell per day	100.00
Shotgun mic and cables per day	30.00
Digital Editing Suite without Personnel (per hour)	150.00
Studio without RTV personnel (per hour)	200.00
<b>PERSONNEL</b>	
Staff Audio/Graphics In-Studio (per hour)	35.00
Staff Cameraperson In-studio (per hour)	50.00
Staff Cameraperson On-Location (per hour)	75.00
Staff Editor (per hour)	125.00
Staff Other On-Location (per hour)	75.00
Staff Producer/Director In-studio (per hour)	150.00

Staff Technical Supervisor (per hour)	150.00
---------------------------------------	--------

\* See subsequent Resolution that decreased adopted rate for Merchant Parking Permits to \$420.00 per year.

ROLL CALL:

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

The Resolution was adopted by a 6-0 vote.

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

**RESOLVED**, that the 2013 fee for Merchant Parking Permits adopted in the prior Resolution at \$456 per year is hereby changed to \$420.00 per year.

ROLL CALL:

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

The Resolution was adopted by a 6-0 vote.

This agenda item was taken out of order

11. Discussion of Flood Committee Recommendations on the Bowman Avenue Upper Pond

Rafael Elias-Linero, Chair of the Flood Advisory Committee, provided an overview of the studies conducted by the WPS Sells (Sells) Engineering Company over the last few months on the Upper Pond behind the Bowman Avenue Dam in order to evaluate a potential project to add additional retention capacity to the pond by dredging. Due to discrepancies in the current reports and reports done several years ago regarding water volumes in the flooding area, the Committee believes that Sells should be asked to further explain their conclusions and methodology and reconcile the differences. Until reliable data that has been verified and vetted is received, the Committee does not recommend going forward with a dredging project on the Upper Pond at this time. Dredging alone would not be enough and alternative options must also be explored that will require a County-wide approach. The Committee suggested that since the Dam will be up for review, the City should investigate an option to raise the Dam by two feet, which could potentially increase the storage capacity more than the dredging projects. They also suggested the City should consider the installation of two additional rain gauges for the collection of data.

City Manager Pickup reported that work has begun on site for the Sluice Gate and the project is on schedule for completion by mid-September.

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.

City Manager Pickup said there is a draft Purchase and Sale Agreement with the current tenant that requires a "due diligence" period. The idea is to bring the proposed agreement to the public for input and discussion. If the Council decides to go forward with the proposed agreement, some of the background information regarding the "due diligence" period would be updated to reflect when the action is taken. Mayor French said that the Council can decide to go with a broker or consider the proposed agreement. Council action may be taken in September. Corporation Counsel Wilson said that if the Council decides to go with a broker, prior to the Council taking action, the public would be made aware of the terms of the agreement.

*Ted Carroll* asked if the 90 day due diligence period had already begun. Corporation Counsel Wilson said that the due diligence period would change depending on if and when the Council signs an Agreement. Mr. Carroll also asked if there was a Council consensus on hiring a broker. Mayor French said the Council is working through concerns and issues regarding an agreement with a broker. No decisions have been made at this point. Mr. Carroll also asked if the appraisal would be made public. Corporation Counsel Wilson said the 2006 appraisal has been made public but any additional appraisals are in draft form and will not be disclosed. She said that releasing the document to the public could hurt the City's negotiating position. When an agreement is reached the document will be made public.

13. Resolution to transfer \$25,000 from Contingency to Code Maintenance Services for the General Code update project  
Roll Call.

City Manager Pickup said that the last time the City updated its Code was 1994. Corporation Counsel Wilson said that General Code will update everything and then the Code will come before the Council for a vote.

Councilman Jovanovich made a motion, seconded by Councilwoman Parker, to 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.

ROLL CALL:

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

The Resolution was adopted by a 6-1 vote.

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

*Arthur Stampleman, 720 Milton Road* asked if the Council had transmitted the Resolution adopted at the last Council meeting regarding restoration of bus service to the County Executive. Mayor French said that it has been forwarded to the County Executive.

15. Consideration of a resolution amending the voting procedures for the Rye Golf Club Commission

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

**RESOLVED**, that the City Council hereby approves the amended voting procedures adopted by the Rye Golf Club Commission:

**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 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).
  - (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.

### **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.
16. Consideration of proposed revision of the Rules and Regulations of the City of Rye Police Department

This agenda item was adjourned to a future meeting.

17. Designation of three members to the Boat Basin Nominating Committee

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

**RESOLVED**, that the City Council of the City of Rye hereby designates Ford Winters (Permit Holder elected to the Nominating Committee in August 2011); George Defilippo (Commission Member not running for re-election); and Dominic Vitiello (Permit Holder appointed by the Commission) as the Rye Boat Basin Nominating Committee for the 2012 Rye Boat Basin Commission elections.

Mayor French designated Councilwoman Brett to serve as City Council Liaison to the Boat Basin Commission.

18. Designation of the City Council Liaison to the Finance Committee by the Mayor

Mayor French designated Councilwoman Killian to serve as City Council Liaison to the Finance Committee.

19. Designation of the Chair of the Rye Senior Advocacy Committee by the Mayor

Mayor French designated Joseph Murphy as Chair of the Rye Senior Advocacy Committee.

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.

Councilwoman Brett 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 authorizes the Rye Historical Society to use the Village Green on Saturday, September 8, 2012 from 9:00 a.m. to 3:00 p.m. to

hold a free public event to launch the Walk Rye History Heritage Trail.

21. Bid Award for Solid Waste Container Service at the Department of Public Works (Contract # 2012-02).  
Roll Call.

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

**RESOLVED**, that Contract #2012-02, Solid Waste Container Service, is hereby awarded to City Carting, Inc. in the amount of \$52,500.

ROLL CALL:

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

NAYS: None

ABSENT: None

The Resolution was adopted by a 7-0 vote.

**CONTRACT 2012-02**

**Solid Waste Container Service Contract**

Contractor				City Carting		
#	Item No.	Items	Quantity		Unit	Total
1	1	20 Cubic Yard Container For Street Sweepings	40	PULLS	\$150.00	\$6,000.00
2	2	Price per Ton for Disposal of Material From ITEM 1	500	TON	\$78.00	\$39,000.00
3	3	30 CY Container for Garbage	50	PULLS	\$150.00	\$7,500.00
Contractor's Total					\$52,500.00	
<b>Engineer's Total</b>					<b>\$52,500.00</b>	
Position					1	
% Above Low Bidder					0.00%	



22. Miscellaneous Communications and Reports

Councilwoman Parker reported that Jack Zahringer and Richard Hourahan of the Landmarks Advisory Committee had attended the June meeting of the Chamber of Commerce and made a presentation on a proposal to create an historic district in the downtown. One landlord came to hear the presentation. Messrs. Zahringer and Hourahan will send something out through the Chamber of Commerce and will come up with a timeline. City Manager Pickup was asked to come up with a list of landlords. Councilwoman Brett said that Mr. Zahringer would like the Council to create a tax incentive system for maintaining historic buildings.

23. Old Business

Councilman Sack said that since the Board of Ethics has issued their report, the Council must decide if any action will be taken as a result of the report.

24. New Business

There was nothing discussed under this topic.

25. Adjournment

There being no further business to discuss Councilman Filippi made a motion, seconded by Councilman Jovanovich and unanimously carried, to adjourn the meeting at 12:16 a.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk



# CITY COUNCIL AGENDA

NO. 7

DEPT.: City Council

DATE: August 6, 2012

CONTACT: Mayor Douglas French

**AGENDA ITEM:** Mayor's Management Report

**FOR THE MEETING OF:**

August 6, 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 Bridge projects
- Update on Forest Avenue Sharrows project
- Legal update



# CITY COUNCIL AGENDA

NO. 8

DEPT.: City Manager

DATE: August 6, 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:**

August 6, 2012

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Timeline for a 2012 Bond Referendum:

August 6, 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**

<b>Project Name</b>	<b>Description</b>	<b>Estimated Cost</b>
<b><i>Smith Street Reconstruction</i></b>	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 would also be considered.	\$330,000
<b><i>Smith/Elm/Purchase Intersection Improvements</i></b>	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, new crosswalks and other street amenities.	\$550,000
<b><i>Purchase/Fremd/Purdy Signal Replacement</i></b>	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.	\$475,000
<b><i>Locust Avenue Sewer Siphon Replacement</i></b>	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.	\$250,000
<b><i>Boston Post Road Retaining Wall</i></b>	The rock wall/embankment on Boston Post Road opposite Purdy Avenue has been shedding rocks, compromising slope and wall stability. The wall and the rock outcropping it sits on straddles private and City right-of-way property lines. The estimated cost to replace the existing wall between Thistle Land and Purdy Avenue is estimated to cost \$600,000. Extending the sidewalk (and wall) south of Purdy Avenue to Holly Lane (or further) is estimated to cost an additional \$300,000.	\$600,000  <i>(\$900,000 if wall/sidewalk is extended south of Purdy Ave.)</i>
<b><i>Sidewalk and Pedestrian Improvements</i></b>	Includes funding dedicated for pedestrian safety enhancements including projects like creating or upgrading deteriorated sidewalks, crosswalk improvements, installation of flashing beacons or speed indicators, pedestrian safety improvements around schools, ADA compliance and other projects identified by the City Council, City staff or the Shared Roadways Committee.	\$250,000
<b><i>Rye Free Reading Room Improvements</i></b>	Installation of sprinklers and fire alarm system, ADA and flood control improvements and security cameras.	\$200,000
<b><i>Police/Court Upgrades</i></b>	Project includes construction of new secured sally port, elevator, interior stairwell, expanded court clerk facilities, judges chamber, court officer facilities and prisoner holding facility.	\$1,250,000
<b><i>Total</i></b>		<b>\$3,905,000-</b> <b>\$4,205,000</b>



# CITY COUNCIL AGENDA

NO. 9

DEPT.: City Manager

DATE: August 6, 2012

CONTACT: Scott Pickup, City Manager

**ACTION:** Public Hearing to adopt bond resolutions for the November, 2012 Bond Referendum for capital projects.

**FOR THE MEETING OF:**

August 6, 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.  
Interim Comptroller  
1051 Boston Post Road  
Rye, New York 10580

Tel: (914) 967-7303  
Fax: (914) 967-7370  
E-mail: [jfazzino@ryeny.gov](mailto: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)

NEWYORK/151841.1

## **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. 10

DEPT.: City Manager

DATE: August 6, 2012

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Update and Discussion of the proposals for the property located at 1037 Boston Post Road.

**FOR THE MEETING OF:**

August 6, 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 is pursuing the following proposals for the property:

- **Purchase and Sale Agreement between the City of Rye and Lester's of Rye, LLC for the right of first refusal:** Lester's of Rye, LLC has put an offer in on the property and the City may 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.
- **Broker agreement between the City of Rye and CBRE to market the property:** The City will determine if there are any other interested buyers in the Property during a due diligence period ending October 24, 2012. A listing sheet will be distributed describing the property and specifying the terms of any offer.

See attached.

Purchase and Sale Agreement  
between the City of Rye and  
Lester's of Rye, LLC  
for the right of first refusal

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“*Agreement*”), dated as of the \_\_\_\_ day of September, 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 December 5, 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 December 4, 2012. Any and all such Third Party Offers shall be reviewed by Seller’s City Council on or before December 5, 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 December 7, 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 December 7, 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) December 19, 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) January 15, 2013 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 February 28, 2013.

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: \_\_\_\_\_

By: \_\_\_\_\_

Scott D. Pickup

Perry Schorr

Its: City Manager

Its: \_\_\_\_\_

Date: September \_\_\_\_, 2012

Date: September \_\_\_\_, 2012

DRAFT

**EXHIBIT A**

**Description of Premises**

DRAFT

## EXHIBIT B

### Escrow Agreement

ESCROW AGREEMENT, made as of the \_\_\_\_ day of September, 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

**Broker Agreement**  
**between the City of Rye and**  
**CBRE to market the property**

William V. Cuddy  
Executive Vice President  
Brokerage Services

Gene Pride  
Senior Vice President  
Capital Markets Group

**CBRE**

177 Broad Street, Suite 700  
Stamford, CT 06901-2001

203 329 7900 Tel  
203 352 8998 Fax

[william.cuddy@cbre.com](mailto:william.cuddy@cbre.com)  
[gene.pride@cbre.com](mailto:gene.pride@cbre.com)

Ms. Kristen Kelley Wilson  
City of Rye  
1051 Boston Post Road  
Rye, NY 10580

RE: 1037 Boston Post Rd.  
Rye, New York

Dear Ms. Wilson,

It was a pleasure speaking with you and the members of the Rye City Council last week regarding the disposition of the above property. We believe this asset will receive significant interest from the marketplace given its excellent location and the numerous possibilities it offers to a variety of users and investors.

In moving forward, we suggest a strategy that promotes a "for sale" and "for lease" marketing program simultaneously. This approach enables the property to be exposed to owner/user tenants, real estate investors as well as tenants that may have an interest in leasing the building, but not purchasing it. In this last scenario, a new longer term lease would significantly enhance the value when the building is ultimately sold.

We have summarized the proposed fee schedule for different potential outcomes as we discussed last week.

**Lease:** The proposed fee shall be calculated by multiplying the annual rent by the following percentages: 6% for years 1-3, 3% for years 4-10, 2% for years 11-20, and 1% for any years after that. If there is a cooperating broker involved in the lease transaction, then the fee will be increased by 50% in each year and CBRE would compensate the cooperating broker out of that fee. If the current tenant, Lester's, were to lease the building, then CBRE would reduce the fee to 50% of the above percentages, assuming there is not a cooperating broker.

**Sale:** The proposed fee shall be calculated by multiplying the sales price by 4% if there is no other broker involved and 6% if there is a cooperating broker, out of which CBRE would compensate the cooperating broker. If the current tenant, Lester's, purchases the building, the fee shall be 3%.


A draft engagement letter is included for your convenience. Given the timing of Lester's lease expiration in less than 12 months, we encourage initiating the marketing program immediately. We are excited about the assignment and would look forward to working on behalf of the City of Rye on this project.

If there are any questions that we can help with in the meantime, please do not hesitate to contact us.

Sincerely,



William V. Cuddy



Gene Pride



CBRE, Inc.  
177 Broad Street  
Suite 700  
Stamford, CT 06901

203 329 7900 Tel  
203 352 8998 Fax

[www.cbre.com](http://www.cbre.com)

May \_\_, 2012

City of Rye  
1051 Boston Post Road  
Rye, NY 10580

Attn: Ms. Kristen Kelley Wilson

**Re: 1037 Boston Post Road, Rye, NY (the "Premises")**

Dear Ms. Wilson:

1. This agreement shall commence now and shall end on May 30, 2013.
2. You grant to us, during the term of this agreement, the exclusive right to lease or sell the above-referenced Premises. You may fix the initial offering price of the Premises, after consultation with us, in your sole and absolute discretion.
3. We agree to market the Premises using such advertising, canvassing, solicitation of outside brokers, and other promotional and marketing activities as you and we may agree upon. Subject to your prior approval, you authorize us at your expense to prepare, place and distribute advertising, signs, plans, brochures, flyers and other forms of marketing of the Premises. The estimated costs (as approved by you) shall be paid to us in advance, subject to prompt adjustment against paid invoices. To the extent we can use our internal facilities for signs, plans and flyers, you agree to reimburse us for our actual costs for such items, unless you expressly direct us to use an outside vendor, in which case we will do so.
4. You agree to refer to us all inquiries you receive relating to the Premises and to conduct all negotiations exclusively through us. We will present to you all bona fide offers and conduct all negotiations under your supervision, direction, and control, with such participation by you and your counsel as you direct.
5. We will provide you with appropriate analysis and comparison of each offer and counteroffer and recommend to you which offer to accept; but all final business and

legal decisions shall be made solely by you; and all binding agreements shall be executed and delivered solely by you.

6. You shall be free to reject any proposed transaction for any reason; and, if you do not effect a disposition of any portion of the Premises during the term hereof (or any extension), you shall owe us no compensation for our services hereunder (other than as noted in paragraph 3, above).
7. If, during the term of this agreement, the Premises or a portion thereof are leased, you shall pay us commission(s) as follows: (a) if we are the sole broker on a transaction, you shall pay us one (1) full commission in accordance with the attached Schedule "A" (the terms of which are incorporated herein); (b) however, you authorize us to cooperate with outside brokers representing potential customers for the Premises; and (c) in the event that such outside broker(s) procure a tenant, including a CBRE, Inc. ("CBRE") tenant representative broker or brokerage team not part of the agency team, you shall pay us an additional one-half (1/2) commission for a total of one and one-half (1-1/2) commissions; and (d) we shall compensate the successful outside broker(s) out of the monies you pay us in accordance herewith, but in no event for more than one (1) full commission. Such commission(s) shall be paid upon full execution and unconditional delivery of the binding transactional documents. However, if Lester's of Rye leases the Premises without outside broker participation, you shall pay us fifty percent (50%) of a full commission in accordance with the attached Schedule "A" (the terms of which are incorporated herein).
8. If, during the term of this agreement, there is a sale or other disposition of the Property, you shall pay us commission(s) as follows: (a) if we are the sole broker on a transaction, you shall pay us four percent (4%) of the gross purchase price at closing; (b) however, you authorize us to cooperate with outside brokers, including a CBRE buyer representative broker or brokerage team not part of the seller team, representing potential customers for the Property; and (c) in the event that an outside broker procures a sale or other disposition of the Property, you shall pay us six percent (6%) of the gross purchase price unless the buyer is willing to pay its own broker; and (d) we shall compensate the successful outside broker out of the monies you pay us in accordance herewith, but in no event for more than two and two fifths percent (2.4%) of the gross purchase price, unless that broker is being paid by the customer. However, if Lester's of Rye purchase the Premises without outside broker participation, you pay us three percent (3%) of the gross purchase price at closing.
9. When a potential customer for your Premises is represented by an outside broker, you agree that you will not permit initial lease or sales contracts drafts to issue until the

outside broker has executed and delivered an acceptable brokerage commission agreement.

10. (a) Because of the substantial number of brokers and salespersons employed by CBRE, a CBRE broker or brokerage team may, on occasion, represent a prospective tenant seeking to lease space in the Premises, which representation is independent of your representation by the CBRE leasing agency team. In such cases, we will disclose our dual role in the potential transaction to both you and to the prospective tenant, and will implement our usual internal safeguards to assure confidentiality to both you and the prospective tenant in your and their respective dealings with and through us. You agree that such occasional dual representation may occur, subject to appropriate disclosure and consent to payment of our commissions as provided for hereinabove. A prospective tenant may also agree to pay us pursuant to a separate agreement, and you consent to such payment by the prospective tenant.

(b) You acknowledge and agree that our duties and obligations hereunder, whether express or implied, shall in no way be affected by representation of prospective tenants or tenants currently occupying space in the Premises, if any, by CBRE leasing brokers based upon CBRE's pre-existing or independent relationships with such tenants, whether for space in the Premises or for space in other buildings, so long as we implement our usual internal safeguards to assure confidentiality to both you and any such tenant or prospective tenant in your and their respective dealings with and through us.

11. If, by the first anniversary of the end of this agreement, you enter into a lease transaction (or a contract of sale and subsequently sell the Premises) with a customer to whom the Premises had been submitted or shown during the term (per a list we will furnish promptly after termination), when the lease is signed or the title transfers in the case of a sale, you will pay us the commission(s) outlined in this agreement as if it had not ended. If, at the expiration of such period, the lease document(s) or contract of sale are out for signature, this agreement shall govern such transaction if, as, and when the lease is signed or the title transfers in the case of a sale.
12. We shall have the right to enter the Premises, upon appointment, at any time during regular business hours for the purpose of inspection and showing the Premises to prospective purchasers. You shall cooperate with us to effect a sale of the Premises as contemplated hereby including, but not limited to, providing us promptly on request with relevant documents, information and materials concerning the Premises, the improvements thereon, leases, financing and other matters, as well as a plat or survey showing the boundaries of the Premises and locations of all existing easements, rights of way and improvements on the Premises, and current evidence of your good and marketable title to the Premises.

13. You acknowledge that we are not obligated to and have made no independent investigation of the physical conditions of the Premises including, but not limited to, the condition of the structure (exterior or interior), the electrical and mechanical systems thereof, the fixtures, personal property and equipment therein, or of any environmental matters with respect thereto, or of hazardous substances thereon, if any (collectively, the "Physical Conditions"). All documents and materials, investigations, reports and information with respect to the Physical Conditions shall be prepared by or for the Seller and shall be furnished to prospective Purchasers on your behalf, and you shall be solely responsible for same. You agree to indemnify and hold us harmless from and against all claims, settlements, and judgments and all costs of defense against such claims (including attorneys' fees and disbursements) suffered by us which arise out of or relate to the Physical Conditions, your title, and/or the marketability thereof.
14. You represent to us that you are the fee owner of the Premises and that your address and the address of the Premises hereinabove set forth are accurate and complete.
15. This agreement: (i) expresses the parties' entire agreement on the matters covered hereinabove; (ii) supersedes all prior understandings between them on such matters, oral or written; (iii) shall be governed by New York law (without regard to its conflict of laws principles); (iv) shall be binding on their lawful representatives, successors, designees, and assigns; (v) shall not be altered, or terminated except in a writing signed by each; (vi) signatures may be exchanged by hand, by mail, by fax, by photocopy, or in counterparts -- any such method being binding on both sides when completed and exchanged; and (vii) the invalidity or unenforceability of any particular provision of this agreement shall not affect the validity or enforceability of the other provisions hereof.

Very truly yours,

**CBRE, INC.**

By: \_\_\_\_\_

Name:

Title:

**AGREED:**

**CITY OF RYE**

By: \_\_\_\_\_

Name:

Title:

## SCHEDULE "A"

1. **LEASE COMMISSION RATES:** Subject to the Definitions and the applicable provisions set forth below, CBRE shall be paid Commissions on Lease transactions calculated by (a) multiplying the Rent by the following Lease Commission Rates and (b) adding the products together:

First full year.....	6%
Second year.....	6%
Third year .....	6%
Fourth year through and including the 10th year.....	3%
Eleventh year through and including the 20th year.....	2%
Twenty-first year and beyond.....	1%

2. **MINIMUM COMMISSION:** The minimum Commission on any transaction shall be \$2,500.
3. **LEASE WITH PERCENTAGE RENT:** Commissions shall be calculated and paid in the usual manner for Leases, but shall be computed on the higher of the minimum fixed gross Rent or ninety (90%) percent of the Landlord's asking price.
4. **LEASE WITH OPTION(S) TO RENEW, EXTEND OR EXPAND:** If a Lease contains one or more Options by Tenant to renew, extend or take additional space, CBRE shall be paid a Commission by the Landlord: (a) upon the exercise of the renewal or extension Option calculated as if the renewal or extension period were included in the initial term of the Lease; and/or (b) upon the exercise of the Option for additional space calculated as if a new Lease were executed for such additional space. The Option shall be deemed exercised even if the terms of the renewal, extension, or taking of additional space do not conform exactly to the terms expressed in the original Option; in such event, the Commission shall be calculated on the actual terms of the renewal, extension, or taking of additional space, but not for a longer term or larger space than was provided for in the original Option unless CBRE is involved in the negotiations for such longer term or larger space. Use of substantially equivalent documents (however characterized) to consummate the transaction shall not adversely affect CBRE's right to its Commission.
5. **LEASE WITH OPTION TO BUY:** If Tenant exercises an Option contained in the Lease to purchase all or any portion of the Premises (or the building in which the Premises are located), and the transaction closes, CBRE shall be paid a Commission by the Landlord at closing, upon passing of title, calculated by applying the Sale Commission Rates to the gross purchase price paid. The Option shall be deemed exercised even if the ultimate terms of sale do not conform exactly to the terms expressed in the original Option. Use of substantially equivalent documents (however characterized) to consummate the transaction shall not adversely affect CBRE's right to its Commission.
6. **LEASE WITH RENT ABATEMENT AND/OR LANDLORD'S WORK:** Portions of the term during which Rent is abated (i.e., so called "free rent") as an inducement to Tenant entering into a Lease (unrelated to Landlord's work letter or allowance for the construction/alteration of the Premises) shall be excluded from the term of the Lease in calculating the Commission; and the Lease



Commission Rates shall be applied to each successive twelve (12) month period (a "Lease Year") following rent commencement under the Lease. In calculating the Commission, there shall be no deduction for the amount of the Landlord's work allowance or the value of its work letter; and a Rent abatement in lieu of Landlord's work letter or allowance (or for Tenant's agreement to take the Premises "as is") shall be treated as if Rent were being paid during that period at the Rentals reflected in the Lease for the next succeeding period.

7. **LEASE WITH CANCELLATION CLAUSE:** A Landlord's right of cancellation and a Lease cancellation by mutual agreement subsequent to execution and delivery of the Lease shall not affect CBRE's right to payment of its full Commission on the entire Lease term, as if there were no cancellation clause. Where a Tenant has a unilateral, discretionary right to cancel a portion of the Lease term on or after a fixed date (*i.e.*, a right to cancel not contingent upon the occurrence of subsequent events), CBRE shall initially be paid a full Commission for the non-cancellable portion of the term only; and, if the Lease is not cancelled by Tenant within the time to do so fixed in the Lease, or the right to do so is earlier waived or released, CBRE shall thereupon be paid the balance of the Commission for the remainder of the term forthwith. However, if the Lease cancellation right can be exercised by Tenant only upon payment of a sum that the parties to the Lease fixed by taking into account the unamortized portion of the Commission as of the projected date of cancellation, CBRE shall be paid its full Commission on the entire Lease term as if there were no cancellation clause. A Lease shall not be deemed cancelled unless Tenant vacates the Premises.
8. **PAYMENT:** Commissions on Sale transactions are payable to CBRE, Inc. at closing upon passing of title (or equivalent final and binding documents), unless title fails to pass because of the seller's default under the contract of sale, in which case the Commission is payable upon the occurrence of such default. In the event that a building in which a Lease Commission(s) has been earned, but not yet paid, is sold, then the payment of such Commission(s) shall be accelerated and immediately due to CBRE at the closing regardless of any other installment payment timetable contained in any agreement of which this schedule is a part. All unpaid installments of a Commission, if any, shall automatically be accelerated if payment of any installment is not made when due, either in accordance with CBRE's invoice or after written notice; and the accelerated unpaid balance shall bear interest at an annual rate of two (2%) percentage points above the "Prime Rate" from the original due date of the Commission (or each installment thereof) through the date of collection. (The "Prime Rate" shall be the prime rate quoted in the Money Rates Section of The Wall Street Journal on the first business day of each calendar quarter during which the Commission remains unpaid.) In the event payment is not made when due, CBRE shall also be entitled to all collection costs it incurs, including reasonable attorneys' fees and disbursements.
9. **DEFINITIONS:**

"CBRE" shall mean either CBRE, Inc., any of its real estate brokerage affiliates, or (where CBRE is the leasing or sales agent) any outside broker who executes and delivers a brokerage commission agreement acceptable to CBRE and/or its principal (as applicable).

"Commission" shall mean a full real estate brokerage commission calculated in accordance with the rates and provisions set forth above and in accordance with the terms of the annexed agreement (if any).

"Landlord" shall also mean, as applicable, "owner", "sublandlord", "assignor", and their respective successors and assigns.

"Lease" shall also mean, as applicable, "sublease", "assignment", or similar occupancy agreement (however characterized) and related documents executed contemporaneously therewith.

"Lease Year" shall mean each successive twelve (12) month period following the rent commencement date specified in the Lease and any fraction thereof at the end of the Lease term.

"Option" shall also mean rights of first refusal and of first offer granted to Tenant in the Lease.

"Premises" shall mean the space governed by the Lease and shall include, in addition to the space originally demised under the Lease at the time of signing, all additional space appurtenant thereto taken by Tenant between Lease signing and move-in.

"Rent" shall mean the aggregate gross fixed rent as stated in the Lease for each Lease Year, less Tenant electric charges (if fixed on a rent inclusion basis), and excluding all future tax, labor, operating expense, cost of living, and other similar escalation charges. Notwithstanding the foregoing, with respect to an assignment or a recapture of a lease, Rent shall mean the aggregate rent payable under the lease at the time of such assignment or recapture, including without limitation any then current escalations, additional rent and/or operating expenses other than electricity. If the fixed rent for a portion of the Lease term is stated in terms other than a fixed dollar amount (e.g., 90% of fair market value or the then escalated gross rent) the Commission calculation for that portion of the term shall employ the fixed dollar amount of the Rent for the immediately preceding period. Fixed rent increases stated in the Lease (if any) shall be averaged over the term. If the Lease states the fixed rent on a "net" basis, it shall be grossed up for purposes of the Commission calculation, using the tax and operating expense components stated in the Lease for the applicable base years or, if not so stated, as invoiced for the first twelve (12) months of the term in which such components are fully payable.

"Sale" shall also include, in addition to a conventional purchase of a fee simple interest, joint ventures, swaps, and any other transaction, however characterized, by which the Landlord's equity in the property is transferred to a third party for consideration.

"Tenant" shall also mean, as applicable, its respective successors and assigns.



# CITY COUNCIL AGENDA

NO. 11

DEPT.: City Manager

DATE: August 6, 2012

CONTACT: Scott D. Pickup

**AGENDA ITEM:** Resolution to approve a Memorandum of Agreement between the City of Rye and the Rye CSEA Local 1000 Clerical Unit.

**FOR THE MEETING OF:**

August 6, 2012

**RYE CITY CODE,**

**CHAPTER**

**SECTION**

**RECOMMENDATION:** That the Council approve the Memorandum of Agreement and enter in an agreement for the contract period of 01/01/2011 – 12/31/2013.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The City of Rye and the Rye CSEA Local 1000 Clerical Unit have reached a Memorandum of Agreement. The Union ratified the proposed MOA, and the City is requesting the Council to act as follows:

WHEREAS, The City of Rye and the Rye CSEA Local 1000 Clerical Unit have negotiated a new Memorandum of Agreement which will replace the agreement which expired on December 31, 2010, and:

WHEREAS, The CSEA Clerical Unit ratified the proposed terms of the MOA, now therefore be it;

RESOLVED, that the City Council approve the two year contract MOA between the Rye CSEA Local 1000 Clerical Unit for the contract period of 01/01/2011 to 12/31/2013.

MEMORANDUM OF AGREEMENT

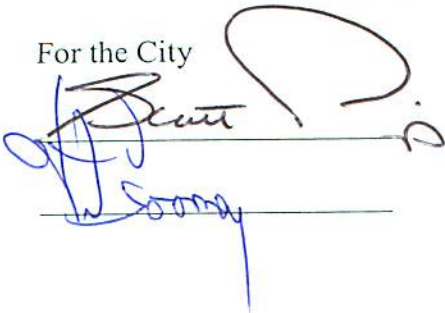
Memorandum of Agreement by and between Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO, Westchester Local 860 City of Rye Clerical Unit (the "CSEA") and the City of Rye (the "City") dated this 25<sup>th</sup> day of July, 2012.

WHEREAS, the CSEA and City are parties to a collective bargaining agreement which expired December 31, 2010; and

WHEREAS, authorized representatives for the City and CSEA have engaged in good faith negotiations under the Taylor Law and have reached a tentative agreement, subject to ratification, by the Rye City Council and the membership of the Clerical Unit, it is stipulated and agreed as follows:

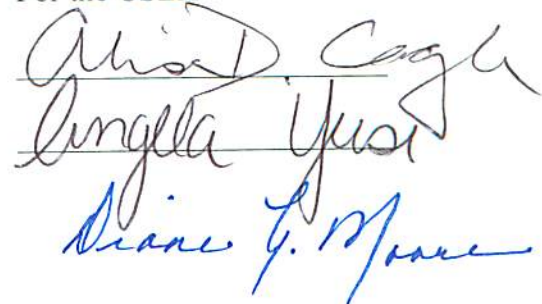
1. All provisions of the expired contract which are not inconsistent with the terms of this memorandum of agreement shall be continued and incorporated into a successor agreement.
2. All proposals from either party which are not included in this memorandum of agreement are withdrawn.
3. Modify Article III Salary and Wages as follows:  
  
Effective July 1, 2013 the salary plan in effect for 2012 shall be increased by 2.0%.
4. A. Effective no later than ninety (90) days from the date of ratification of this agreement the City shall exercise its right to provide health insurance coverage under the Aetna OA Point of Service Plan or plan providing comparable benefits. The City shall have the right to modify the co-pays and deductibles under the Aetna Plan or its successor plan provided that the co-pays and deductibles are not higher than the average co-pays and deductibles under the New York State Health Insurance Plan (NYSHIP) and the MEBCO Plan. The co-pays and deductibles for 2012 shall be in accordance with attached Exhibit "A." In addition to those rights to change health insurance carriers under Article XVI (B) and (C), the City shall have the right to resume coverage under the MEBCO Plan or its successor on sixty days' notice to the CSEA.  
  
B. Effective July 1, 2013, modify Article XVI(A) to provide that the contribution will not exceed 5% of the employee's base annual salary.

For the City



Two handwritten signatures in blue ink are written over two horizontal lines. The top signature is large and stylized, while the bottom signature is smaller and more legible.

For the CSEA



Three handwritten signatures in blue ink are written over three horizontal lines. The top signature is the largest and most prominent, followed by a medium-sized signature, and a smaller signature at the bottom.



**PLAN DESIGN & BENEFITS  
 PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>PLAN FEATURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Deductible (per calendar year)</b>	None Individual None Family	\$350 Individual \$700 Family
Unless otherwise indicated, the deductible must be met prior to benefits being payable. Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year.		
<b>Member Coinsurance</b> Applies to all expenses unless otherwise stated.	Covered 100%	20%
<b>Payment Limit (per calendar year)</b>	None Individual None Family	\$1,650 Individual \$1,650 Family
Certain member cost sharing elements may not apply toward the Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage (except any deductibles, and penalty amounts) may be used to satisfy the Payment Limit. Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the calendar year.		
<b>Lifetime Maximum</b> Unlimited except where otherwise indicated.		
<b>Payment for Non-Preferred</b>	Not Applicable	Professional: 300% of Medicare Facility: 300% of Medicare
<p>**You may choose providers in Aetna's network (physicians and facilities) or you may visit an out-of-network provider. Typically, you will pay substantially more money out of your own pocket if you choose to use an out-of-network doctor. The out-of-network provider will be paid based on Aetna's "recognized charge." This is not the same as the billed charge from the doctor.</p> <p>Aetna pays a percentage of the recognized charge, as defined in your plan. You may have to pay the difference between the out-of-network provider's billed charge and Aetna's recognized charge, plus any coinsurance and deductibles due under the plan. Note that any amount the doctor bills you above Aetna's recognized charge does not count toward your deductible or out-of-pocket maximums.</p> <p>The recognized charge for out-of-network doctors and other out-of-network health care providers is a percentage (100 percent or above) of the rate that Medicare pays them. For out-of-network hospitals and other out-of-network facilities, Aetna pays a percentage as defined in your plan of the "reasonable" charge as determined by Aetna.</p> <p>The recognized charge for out-of-network doctors, hospitals and other out-of-network providers is a percentage of the "reasonable and customary" or "prevailing" charges, as defined in your plan.</p> <p>The recognized charge for out-of-network hospitals, doctors and other out-of-network health care providers is a percentage (100 percent or above) of the rate that Medicare pays them.</p> <p>For out-of-network physicians and other out-of-network providers, the recognized charge is what Aetna determines to be the usual charge level for the geographic area where you receive a covered service. This is also known as the "reasonable" or "prevailing" charge. The recognized charge for out-of-network hospitals and other out-of-network facilities is a percentage (100 percent or above) of the rate that Medicare pays them.</p> <p>This benefit applies when you choose to get care out of network. When you have no choice in the doctors you see (for example, an emergency room visit after a car accident), your deductible and coinsurance for the in-network level of benefits will be applied, and you should contact Aetna if your doctor asks you to pay more. Generally, you are not responsible for any outstanding balance billed by your doctors in an emergency situation.</p>		
<b>Primary Care Physician Selection</b>	Optional	Not Applicable
<b>Certification Requirements -</b> Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$400 per occurrence.		
<b>Referral Requirement</b>	None	None
<b>PREVENTIVE CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Routine Adult Physical Exams/ Immunizations</b>	Covered 100%	Covered 100%; deductible waived



**PLAN DESIGN & BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

1 exam every 12 months for members age 19 and older.

<b>Routine Well Child Exams/Immunizations</b>	Covered 100%	Covered 100%; deductible waived
---	--------------	---------------------------------

7 exams in the first 12 months of life, 3 exams in the second 12 months of life, 3 exams in the third 12 months of life, 1 exam per 12 months thereafter to age 19

<b>Routine Gynecological Care Exams</b>	Covered 100%	20%; after deductible
---	--------------	-----------------------

2 exams per calendar year. Includes routine tests and related lab fees.

<b>Routine Mammograms</b>	Covered 100%	20%; after deductible
---------------------------	--------------	-----------------------

<b>Routine Digital Rectal Exam</b>	Covered 100%	20%; after deductible
------------------------------------	--------------	-----------------------

<b>Prostate-specific Antigen Test</b>	Covered 100%	20%; after deductible
---------------------------------------	--------------	-----------------------

<b>Colorectal Cancer Screening</b>	Covered 100%	20%; after deductible
------------------------------------	--------------	-----------------------

For all members age 50 and over.

<b>Routine Eye Exams</b>	Covered 100% after \$15 copay	20%; after deductible
--------------------------	-------------------------------	-----------------------

1 routine exam per 24 months. Includes exams relating to employment.

<b>Routine Hearing Screenings</b>	Covered 100%	20%; after deductible
-----------------------------------	--------------	-----------------------

<b>PHYSICIAN SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
---------------------------	-------------------	-----------------------

<b>Office Visits to PCP</b>	Covered 100% after \$15 copay	20%; after deductible
-----------------------------	-------------------------------	-----------------------

Includes services of an internist, general physician, family practitioner or pediatrician.

<b>Specialist Office Visits</b>	Covered 100% after \$15 copay	20%; after deductible
---------------------------------	-------------------------------	-----------------------

<b>E-visit to PCP</b>	Covered 100% after \$15 copay	Not Covered
-----------------------	-------------------------------	-------------

An E-visit is an online internet consultation between a physician and an established patient about a non-emergency healthcare matter. This visit must be conducted through an Aetna authorized internet E-visit service vendor.

<b>E-visit to Specialist</b>	Covered 100% after \$15 copay	Not Covered
------------------------------	-------------------------------	-------------

An E-visit is an online internet consultation between a physician and an established patient about a non-emergency healthcare matter. This visit must be conducted through an Aetna authorized internet E-visit service vendor.

<b>Walk-in Clinics</b>	Covered 100% after \$15 copay	20%; after deductible
------------------------	-------------------------------	-----------------------

Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the outpatient department of a hospital, shall be considered a Walk-in Clinic.

<b>Audiometric Hearing Exams</b>	Covered 100% after \$15 copay	20%; after deductible
----------------------------------	-------------------------------	-----------------------

1 routine exam per 24 months. Includes exams relating to employment.

<b>Allergy Testing</b>	Covered 100% after \$15 copay	20%; after deductible
------------------------	-------------------------------	-----------------------

<b>Allergy Injections</b>	Covered 100% after \$15 copay	20%; after deductible
---------------------------	-------------------------------	-----------------------

<b>DIAGNOSTIC PROCEDURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
------------------------------	-------------------	-----------------------

<b>Diagnostic X-ray</b>	Covered 100%	20%; after deductible
-------------------------	--------------	-----------------------

If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.

<b>Diagnostic Laboratory</b>	Covered 100%	20%; after deductible
------------------------------	--------------	-----------------------

If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.

<b>EMERGENCY MEDICAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
-------------------------------	-------------------	-----------------------

<b>Emergency Room</b>	Covered 100% after \$50 copay; copay waived if confined	Same as preferred care.
-----------------------	---	-------------------------

<b>Non-Emergency Care in an Emergency Room</b>	Not Covered	Not Covered
--	-------------	-------------

<b>Emergency Use of Ambulance</b>	Covered 100%	Same as preferred care.
-----------------------------------	--------------	-------------------------

<b>Non-Emergency Use of Ambulance</b>	Not Covered	Not Covered
---------------------------------------	-------------	-------------



**PLAN DESIGN & BENEFITS**  
**PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>HOSPITAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient Coverage</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.	Covered 100%	20%; after deductible
<b>Inpatient Maternity Coverage</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.	Covered 100%	20%; after deductible
<b>Outpatient Hospital Expenses</b> (including surgery) The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.	Covered 100%	20%; after deductible
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient Biologically Based</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.	Covered 100%	20% per admission; after deductible
<b>Inpatient Non-Biologically Based</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.	Covered 100%	20% per admission; after deductible
<b>Outpatient Biologically Based</b> The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.	\$15 copay	20% per visit; after deductible
<b>Outpatient Non-Biologically Based</b> The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.	\$15 copay	20% per visit; after deductible
<b>Crisis Intervention Services</b>	\$15 copay	20%; after deductible
<b>ALCOHOL/DRUG ABUSE SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient Biologically Based</b> Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Covered 100%	20% per admission; after deductible
<b>Residential Treatment Facility</b>	Covered 100%	20%; after deductible
<b>Outpatient Non-Biologically Based</b> The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.	\$15 copay	20% per visit; after deductible
<b>OTHER SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Convalescent Facility</b> Limited to 120 days per calendar year. The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.	Covered 100%	20%; after deductible
<b>Home Health Care</b> Limited to 120 visits per calendar year. Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.	Covered 100%	20%; after deductible
<b>Hospice Care - Inpatient</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.	Covered 100%	20%; after deductible
<b>Hospice Care - Outpatient</b> The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.	Covered 100%	20%; after deductible
<b>Private Duty Nursing – Outpatient</b> (Limited to 70-eight hour shifts per calendar year) Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift.	Covered 100%	20%; after deductible
<b>Autism</b> Covered on the same basis and to the same extent as other neurological disorders covered under the plan.	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Member cost sharing is based on the type of service performed and the place of service where it is rendered.
<b>Outpatient Physical, Speech and Occupational Therapy</b> Limited to 60 visits per calendar year combined, unlimited for early intervention services from birth to age 3.	Covered 100%	20%; after deductible



**PLAN DESIGN & BENEFITS  
 PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>Spinal Manipulation Therapy</b>	Covered 100%	20%; after deductible
<b>Durable Medical Equipment</b>	Covered 100%	20%; after deductible
<b>Diabetic Supplies</b>	Covered same as PCP office visit cost sharing	Covered same as any other medical expense.
<b>Fertility Drugs (oral and injectable)</b>	Covered 100%	20%; after deductible
<b>Contraceptive Drugs and devices not Obtainable at a Pharmacy (includes coverage for contraceptive visits)</b>	Covered same as any other medical expense.	Covered same as any other medical expense.
<b>Transplants</b>	Covered 100% Preferred coverage is provided at an IOE contracted facility only.	20%; after deductible Non-Preferred coverage is provided at a Non-IOE facility.
<b>Bariatric Surgery</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.	Covered 100%	20%; after deductible
<b>Out of Area Dependents</b>	Coverage provided at the non-preferred benefit level of the plan.	
<b>FAMILY PLANNING</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Infertility Treatment</b>	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Diagnosis and treatment of the underlying medical condition.		
<b>Comprehensive Infertility Services</b>	Covered 100%	20%; after deductible
Coverage includes Artificial Insemination and Ovulation Induction.		
<b>Voluntary Sterilization</b>	Member cost sharing is based on the type of service performed and the place of service where it is rendered.; after deductible	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Including tubal ligation and vasectomy.		
<b>PHARMACY</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Retail</b>	\$5 copay for generic drugs, \$15 copay for formulary brand-name drugs, and \$30 copay for non-formulary brand-name drugs up to a 30 day supply at participating pharmacies.	20% of submitted cost after the applicable preferred copay
<b>Mail Order</b>	\$5 copay for generic drugs, \$20 copay for formulary brand-name drugs, and \$55 copay for non-formulary brand-name drugs up to a 31-90 day supply from Aetna Rx Home Delivery®.	Not Applicable
<b>Aetna Specialty CareRx</b> First prescription fill at any retail drug facility. Subsequent fills must be through Aetna Specialty Pharmacy®.		
<b>No Mandatory Generic (NO MG) -</b> Member is responsible to pay the applicable copay only.		
<b>Plan Includes:</b> Diabetic supplies and medication covered at PCP cost sharing and Contraceptive drugs and devices obtainable from a pharmacy. Oral and injectable fertility drugs included (physician charges for injections are not covered under RX, medical coverage is limited). Precert for growth hormones included. Expanded Precert included		
<b>GENERAL PROVISIONS</b>		
<b>Dependents Eligibility</b>	Spouse, children from birth to age 26 regardless of student status.	





**PLAN DESIGN & BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

---

**Pre-existing Conditions Exclusion**      On effective date: Waived  
After effective date: Waived

For members age 19 or over this plan imposes a pre-existing condition exclusion, which may be waived in some circumstances and may not be applicable to you. A pre-existing condition exclusion means that if you have a medical condition before coming to this plan, you may have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received or for which the individual took prescribed drugs within 90 days. Generally, this period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, 90 days ends on the day before the waiting period begins. The exclusion period, if applicable, may last up to 365 days from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period. If you had prior creditable coverage within 90 days immediately before the date you enrolled under this plan, then the pre-existing conditions exclusion in your plan, if any, will be waived.

If you had no prior creditable coverage within the 90 days prior to your enrollment date (either because you had no prior coverage or because there was more than a 90 day gap from the date your prior coverage terminated to your enrollment date), we will apply your plan's pre-existing conditions exclusion. In order to reduce or possibly eliminate your exclusion period based on your creditable coverage, you should provide us a copy of any certificates of creditable coverage you have. Please contact Aetna Member Services at 1-888-982-3862 if you need assistance in obtaining a certificate of creditable coverage from your prior carrier or if you have any questions on the information noted above. The pre-existing condition exclusion does not apply to pregnancy nor to a child who is enrolled in the plan within 31 days of birth, adoption, or placement for adoption. Note: For late enrollees, coverage will be delayed until the plan's next open enrollment, and the pre-existing condition exclusion will be applied from the individual's effective date of coverage.

- For doctors and other professionals the amount is based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much Aetna "recognizes" depends on the plan you or your employer picks.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or guarantee access to health services.

If you are in a plan that requires the selection of a primary care physician and your primary care physician is part of an integrated delivery system or physician group, your primary care physician will generally refer you to specialists and hospitals that are affiliated with the delivery system or physician group.

The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.



**PLAN DESIGN & BENEFITS  
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

- All medical or hospital services not specifically covered in, or which are limited or excluded by your plan documents;
- Cosmetic surgery, including breast reduction;
- Custodial care;
- Dental care and dental X-rays;
- Donor egg retrieval;
- Durable medical equipment;
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial;
- Hearing aids;
- Home births;
- Immunizations for travel or work except where medically necessary or indicated;
- Implantable drugs and certain injectible infertility drugs;
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents;
- Long-term rehabilitation therapy;
- Nonmedically necessary services or supplies;
- Orthotics except diabetic orthotics;
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies;
- Radial keratotomy or related procedures;
- Reversal of sterilization;
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, or counseling or prescription drugs;
- Special duty nursing;
- Therapy or rehabilitation other than those listed as covered;
- Treatment of behavioral disorders;
- Weight control services including surgical procedure, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a licensed pharmacy subsidiary of Aetna Inc., that operates through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacy's cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Translation of the material into another language may be available. Please call Member Services at **1-888-98-AETNA (1-888-982-3862)**.

Puede estar disponible la traducción de este material en otro idioma. Por favor llame a Servicios al Miembro al **1-888-98-AETNA (1-888-982-3862)**.

Plan features and availability may vary by location and group size.  
For more information about Aetna plans, refer to [www.aetna.com](http://www.aetna.com).  
© 2012 Aetna Inc.



# CITY COUNCIL AGENDA

NO. 13

DEPT.: FINANCE

DATE: August 6, 2012

CONTACT: Joseph S. Fazzino, Acting City Comptroller

**ACTION:** Adoption of the 2012/2013 tax levy and tax rate for the Rye Neck Union Free School District.

**FOR THE MEETING OF:**

August 6, 2012

**RYE CITY CODE,**

§C22-9(A)

**RECOMMENDATION:** That the City Council adopt the following resolution:

WHEREAS, the Rye Neck Union Free School District (District) has certified to the City of Rye Comptroller taxes in the amount of \$10,328,462 to be raised on property within the District located in the City of Rye, with established tax rates of \$737.534792 per \$1,000 of taxable assessed value on homestead property and \$941.168803 per \$1,000 taxable assessed value on non-homestead property, for the fiscal year beginning July 1, 2012 and ending June 30, 2013, now, therefore, be it

RESOLVED, that in accordance with the provisions of the City Charter, the City Comptroller is commanded to levy and collect said taxes, subject to any further amendments or approvals required by the Rye Neck Union Free School District.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The Rye Neck Union Free School District has provided the City with the allocation of the tax levy and tax rates for the Town of Rye and City of Rye. A portion of the City's share of the tax levy is attributable to STAR exemptions, which will be paid by the State to the district. The above amounts and rates are subject to minor adjustments and adoption by the District at their next Board of Education meeting.



# CITY COUNCIL AGENDA

NO. 14 DEPT.: Police DATE: August 6, 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:**

August 6, 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 [ x ]	Revised [ ]
		Supersedes:	
Subject: Mission Statement			
Date Issued	Date Effective	Page 1 of 1	
<del>11/01/96</del>	<del>11/01/96</del>		
Issuing Authority: William <del>A. Pease</del> <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 <del>11/01/96</del>	Date Effective <del>11/01/96</del>	Page 1 of 2
Issuing Authority: William <del>A. Pease</del> <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 <b>05/16/05</b>	Date Effective <b>05/16/05</b>	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 <span style="color: red;">12/15/03</span>	Date Effective <span style="color: red;">12/15/03</span>
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 <span style="color: red;">07/22/98</span>	Date Effective <span style="color: red;">07/22/98</span>
Page 1 of 15	
Issuing Authority: William <del>A. Pease</del> <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.

General Order #102.4 Page 5 of 15

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 assembles 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.

General Order #102.4 Page 6 of 15

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.

General Order #102.4 Page 7 of 15

- 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.

General Order #102.4 Page 8 of 15

#### 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.

General Order #102.4 Page 9 of 15

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.

General Order #102.4 Page 10 of 15

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.

General Order #102.4 Page 11 of 15

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

General Order #102.4 Page 12 of 15

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.

General Order #102.4 Page 13 of 15

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.

General Order #102.4 Page 14 of 15

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.

General Order #102.4 Page 15 of 15

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 <b>05/16/05</b>	Date Effective <b>05/16/05</b>	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 1<sup>st</sup> 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 1<sup>ST</sup> OF EACH YEAR

**CITY OF RYE POLICE DEPARTMENT**

General Order #104.2	New [ x ]	Revised [ ]
Supersedes:		
Subject: P.B.A. Bulletin Board		
Date Issued <u>07/22/98</u>	Date Effective <u>07/22/98</u>	Page 1 of 1
Issuing Authority: William <del>A. Pease</del> <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 1<sup>st</sup> and November 1<sup>st</sup>, 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 <b>03/31/08</b>	Date Effective <b>03/31/08</b>	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 15<sup>th</sup> 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 1<sup>st</sup> 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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

Inspected by: Rank: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

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 <b>06/15/09</b>	Date Effective <b>06/15/09</b>	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 <b>03/31/08</b>	Date Effective <b>03/31/08</b>	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	Date Effective		
<del>11/09/11</del>	<del>11/09/11</del>	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 <del>11/01/96</del>	Date Effective <del>11/01/96</del>	Page 1 of 2
Issuing Authority: William <del>A. Pease</del> <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 <del>07/19/11</del>	Date Effective <del>07/19/11</del>	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.

General Order #114.8 Page 4 of 23

- 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

General Order #114.8 Page 5 of 23

- 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

General Order 114.8 Page 7 of 23

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.

General Order 114.8 Page 8 of 23

(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

General Order 114.8 Page 9 of 23

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

General Order 114.8 Page 10 of 23

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 6<sup>th</sup> day of June, 2005.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 25<sup>th</sup> 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

Formatted: Font: Times New Roman, 10 pt

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.

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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:

Formatted: Bullets and Numbering

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)

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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.

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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)

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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)
<b>TOTALS:</b>	<b>Twenty (20)</b>	<b>Fifty-Four (54)</b>	

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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)
<b>TOTALS:</b>	<b>Twenty-eight (28)</b>	<b>Sixty-six (66)</b>	

Formatted: Bullets and Numbering

## 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~~

Formatted: Font: Times New Roman, 10 pt

### ~~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.

General Order 114.8 Page 17 of 23

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.

- ~~12. 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.~~
- ~~13. Staging Area: Is defined as a location selected generally within the outer perimeter to facilitate arriving resources and personnel responding for assignments.~~
- ~~14. Command Post: Is defined as the post from which the Incident Commander and his staff coordinate the Department's response to a major emergency.~~

~~LEGAL CONSIDERATIONS~~

- ~~15. General Municipal Law §209 M. Outside service by local police; civil disturbance control.
  - 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.

General Order 114.8 Page 18 of 23
  - 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. An 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~~

~~16. County Wide participants shall consist of the following Departments:~~

~~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)~~

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:~~

~~General Order 114.8 Page 19 of 23~~

<del>Department</del>	<del>Rapid Response</del>	<del>Delayed Response</del>
<del>A. Bedford (Town);</del>	<del>One (1)</del>	<del>Two (2)</del>
<del>B. Briarcliff (Village);</del>	<del>One (1)</del>	<del>Two (2)</del>
<del>C. Buchanan (Village);</del>	<del>Zero (0)</del>	<del>One (1)</del>
<del>D. Croton-on-Hudson (Village);</del>	<del>One (1)</del>	<del>One (1)</del>
<del>E. Lewisboro (Town);</del>	<del>Zero (0)</del>	<del>Zero (0)</del>
<del>F. Mt. Kisco (Village);</del>	<del>One (1)</del>	<del>Two (2)</del>
<del>G. Mount Pleasant (Town);</del>	<del>Two (2)</del>	<del>Four (4)</del>
<del>H. New Castle (Town);</del>	<del>One (1)</del>	<del>Three (3)</del>
<del>I. North Castle (Town);</del>	<del>Two (2)</del>	<del>Three (3)</del>
<del>J. North Salem (Town);</del>	<del>Zero (0)</del>	<del>Zero (0)</del>
<del>K. Ossining (Town);</del>	<del>Zero (0)</del>	<del>Zero (0)</del>
<del>L. Ossining (Village);</del>	<del>Two (2)</del>	<del>Eight (8)</del>
<del>M. Peekskill (City);</del>	<del>Four (4)</del>	<del>Seven (7)</del>
<del>N. Pleasantville (Village);</del>	<del>One (1)</del>	<del>Two (2)</del>
<del>O. Pound Ridge (Town);</del>	<del>Zero (0)</del>	<del>Four (4)</del>
<del>P. Sleepy Hollow (Village);</del>	<del>One (1)</del>	<del>Three (3)</del>
<del>Q. Somers (Town);</del>	<del>Zero (0)</del>	<del>Zero (0)</del>
<del>R. Yorktown (Town). (5)</del>	<del>One (1)</del>	<del>Five</del>
<del>20. TOTALS:</del>	<del>Eighteen (18)</del>	<del>Forty seven (47)</del>

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)
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)

General Order 114.8 Page 20 of 23

#### 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 <span style="color: red;">11/01/96</span>	Date Effective <span style="color: red;">11/01/96</span>	Page 1 of 2
Issuing Authority: William <del>A. Pease</del> <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 <del>05/16/07</del>	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 [ x ]	Revised [ ]
Supersedes:		
Subject: Disciplinary Matters		
Date Issued <del>11/01/96</del>	Date Effective <del>11/01/96</del>	Page 1 of 3
Issuing Authority: William <del>A. Pease</del> <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 <input checked="" type="checkbox"/> ]	Revised <input type="checkbox"/> ]
Supersedes:		
Subject: Awards and Recognition		
Date Issued <span style="color: red;">3/27/00</span>	Date Effective <span style="color: red;">3/27/00</span>	Page 1 of 1
Issuing Authority: <span style="color: red;">Joseph A. Verille</span> <span style="color: red;">William R. Connors</span> , 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
<del>035/3145/080</del>	
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: <del>William A. Pease, Police Commissioner</del> <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 00/00/012
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. 15

DEPT.: City Mayor

DATE: August 6, 2012

CONTACT: Mayor Douglas French

**ACTION:** Resolution cancelling the regular meeting of the City Council scheduled for August 8, 2012.

**FOR THE MEETING OF:**  
August 6, 2012

**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That the Mayor and City Council revise the City Council meeting schedule cancelling the regular City Council meeting scheduled for August 8, 2012.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Due to Council availability the presentation of the CIP and the regular City Council meeting will be held jointly on August 6, 2012. The regular City Council meeting scheduled for August 8, 2012 is cancelled.



# CITY COUNCIL AGENDA

NO. 16

DEPT.: City Manager's Office

DATE: August 6, 2012

CONTACT: Scott D. Pickup, City Manager

**AGENDA ITEM:** Consideration of request to close a section of Purchase Street on Sunday, October 21, 2012 (rain date October 28), for events to be held in conjunction with the 60th Annual Halloween Window Painting Contest.

**FOR THE MEETING OF:**

August 6, 2012

**RYE CITY CODE,**

**CHAPTER**

**SECTION**

**RECOMMENDATION:** That the City Council approve the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

Closing a section of Purchase Street for activities related to the Halloween Window Painting Contest will have minimal effect on the area.

**BACKGROUND:** The City Manager's Office received a request from the Recreation Department asking that Purchase Street, from Locust to Chase Manhattan Bank, be closed from 8:00 am to 3:00 pm for the Annual Halloween Window Painting Contest. Special activities, including street entertainment from 10:00 am to 2:30 pm have been planned on Purchase Street during the day.

See attached.

---

---

INTEROFFICE MEMORANDUM

---

---

**TO:** SCOTT PICKUP, CITY MANAGER  
**FROM:** JENNIFER GIUSTI  
**SUBJECT:** HALLOWEEN WINDOW PAINTING 2012  
**DATE:** AUGUST 1, 2012  
**CC:** SALLY ROGOL, SUPERINTENDENT

---

Rye Recreation would like to request closing of Purchase Street for the 60<sup>th</sup> Annual Celebration of the Halloween Window Painting Event. This year's event will take place on Sunday, October 21, 2012 with a rain date of Sunday, October 28, 2012.

- Closing of Purchase Street from the Square House (Boston Post Road) to Purdy Ave from 8:00 – 3:00 p.m. This will provide a safe place for the more than 1,200 youngsters and their families who participate in this event throughout the day.
- The closing of the street will be coordinated with the Rye Police Department so that all safety issues are taken into account. Rye/Port Chester EMS will be on stand-by during the day as well.
- On street entertainment will be performed between 10:00 – 2:30 p.m.

If you have any questions or concerns, please let me know.

Jennifer Giusti  
281 Midland Ave.  
Rye, NY 10580  
(914)967-2535  
Jgiusti@ryeny.gov



# CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager

DATE: August 6, 2012

CONTACT: Scott D. Pickup, City Manager

**AGENDA ITEM:** Resolution to grant permission to the Rye Free Reading Room to hold a free public concert on the Village Green on Sunday, October 14, 2012 at 2 p.m.

**FOR THE MEETING OF:**

August 6, 2012

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council approve the resolution.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Rye Free Reading Room has requested use of the Village Green to hold a free public concert on the Village Green on Sunday, October 14, 2012 beginning at 2:00 pm. The concert will feature the “family friendly rock-n-roll band”, the Fuzzy Lemons. To allow for setup and cleanup activities, the RFRR requests permission to use the Village Green from 12:00 pm to 5:00 pm.

See attached.





RYE FREE READING ROOM

July 30, 2012

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

Dear Mayor French:

The Rye Free Reading Room respectfully requests permission to hold a free public concert on the Village Green on Sunday, October 14, 2012 at 2 pm.

Free Family Concert on the Green

The Auxiliary Board of the Rye Free Reading Room would like to host a free family concert on Sunday, October 14 from 2-4pm. This concert, featuring Fuzzy Lemon's, will be a great opportunity for the community to bring a blanket or picnic to enjoy an afternoon of live music on the Village Green.

To allow for setup and cleanup activities, we request permission to use the Village Green from 12pm to 5pm.

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

Sincerely,

Kitty Little  
Director

cc: Dawn Nodarse, City Clerk



# CITY COUNCIL AGENDA

NO. 19

DEPT.: City Council

DATE: August 6, 2012

CONTACT: Councilman Joseph Sack

**AGENDA ITEM:** Discussion regarding Andrew Dapolite's letter to the Board of Ethics.

**FOR THE MEETING OF:**

August 6, 2012

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

See attached letter.

Andrew N. Dapolite  
23 Henry Street  
Rye, NY 10580  
[a.dapolite@gmail.com](mailto:a.dapolite@gmail.com)  
914.960.4793

February 13, 2012

## **Rye City Council**

Attention: Mr. Douglas French  
Ms. Laura Brett  
Mr. Richard Filippi  
Mr. Peter Jovanovich  
Ms. Suzanna Keith  
Ms. Catherine Parker  
Mr. Joseph Sack

Dear Rye City Council,

As an employee of the City of Rye, I respectfully request that the City Council, by virtue of section “*C6-3 Investigations*” of the City Charter, hear these complaints and investigate the following chain of events involving City Manager Scott Pickup and the Rye TV Public Access Coordinator, Nicole Levitsky.

### **I. RECORDING OF FIRE DEPARTMENT WORKSHOP CONCEALED**

On January 25<sup>th</sup> 2012, during a regular meeting of the Rye City Council, City Manager Scott Pickup told members of the Council and public that the prior Fire Department Workshop was not videotaped when in fact it was. I became aware of the video recording through my position as Rye TV Production Coordinator, having also witnessed the specific act of video recording by Ms. Levitsky in the City Hall control room at approximately 7:00pm- the start of the workshop.

In the two days that followed, I received phone calls from residents and members of the local press, as well as volunteer firefighters asking if Rye TV recorded the workshop. Ms. Levitsky instructed me to respond to such inquires by stating “Rye TV did not record the meeting,” and she told me specifically not to tell Councilman Joe Sack, who was absent from the meeting, that a videotape recording existed.

I believe if I were to obey Ms. Levitsky’s request, I would be in conflict with the City of Rye *Code of Ethics 15-10*, which forbids employees to conduct themselves in an improper way due to another’s position or rank. And honestly, I did not want to lie to my friends and the people in my community.

### ***Obligation to Citizens, section 15-10***

*“An officer or employee of the city should not by his conduct give reasonable basis for the impression that any person can unduly influence him or improperly enjoy his favor in the performance of his official duties or that he is affected by the kinship, rank, position or influence of any party or person.” (Obligation to citizens, section 15-10)*

Because I was unwilling to go along with Ms. Levitsky’s request asking me to lie regarding the videotaping of the meeting, I emailed my concerns to her on Friday January 27<sup>th</sup>, 2012. I suggested that we notify Mr. Pickup of the recording’s existence as I was, at that time, under the impression that he was unaware of it (*see Jan, 25 City Council meeting*).

I was surprised to learn from Ms. Levitsky’s response to my January 27<sup>th</sup> email, that City Manager Pickup “knows full well there is a recording”. Ms. Levitsky explained to me later that day that Mr. Pickup did not want the recording released.

At Ms. Levitsky’s suggestion, I forwarded her email response to Mr. Pickup and asked him to verify how the situation should be addressed, as I remained uncomfortable lying to public officials, residents and volunteer firefighters. Mr. Pickup did not answer my email or contact me in any way (*see attached emails*) even though, through subsequent conversations with Ms. Levitsky, it was apparent that she and Mr. Pickup had discussed my concerns.

A week after the Fire Department Workshop, Mr. Pickup still had not released the recording while phone call inquiries about the recording continued. Since my concerns to Mr. Pickup and Ms. Levitsky were not addressed, I reached out to Councilman Joe Sack, an elected official I have come to trust through working on the production of Rye TV programs together. I explained what had occurred, and my concerns, and the Councilman said he would discuss the matter privately with City Manager Pickup.

As a result of Councilman Sack’s meeting with the City Manager on Friday, February 3, 2012, Mr. Pickup requested Ms. Levitsky to post the Fire Department Workshop video recording to the City of Rye website. This was nine days after the recording was created. Typically, public meetings and workshops air on the Rye TV Government channel, and are also posted to the City of Rye website the same night they are recorded.

## **II. RECORDING MANIPULATED TO DECREASE PRODUCTION VALUE**

On Tuesday February 7<sup>th</sup> 2012, thirteen days after the recording was created, the video was posted to the City of Rye website. That same day, I began receiving a new set of complaints at Rye TV. Viewers stated that the audio was low or inaudible, and that they were unable to hear the participants of the workshop. I acknowledged that this could be attributed to the fact that when we record workshops on the floor of the Council Chambers (as opposed to a regular meeting on the dais), we use different microphones, and the proximity of those microphones is further than those installed on the council dais.

Given the previous set of circumstances, I decided to look further into this matter. I reviewed the original source file that we used to digitize the workshop before outputting and posting to the web. The original source file was clearly more audible, with higher recorded levels than that of the website version posted by Ms. Levitsky. I looked even further into the Final Cut Pro

software's project file created by Ms. Levitsky and was alarmed to see that the video file had been deleted from the edit sequence used for output. Typically we leave projects (including the edit sequences and all other components) intact on our computers for weeks before they are deleted. I could not understand why the project and the raw video file still existed; yet the output sequence (which would have indicated whether or not edits were made) was removed.

I ran a search on the computer for what's called the "autosave vault". The autosave vault automatically chronicles a series of edits over time and allows you to access older versions of a project. I discovered these files on a different external hard drive. The most recent autosaved project file I referenced was "saved" during the output process and it revealed that edits were made to the final sequence. It showed that before the Fire Department Workshop video was exported, the audio levels were actually lowered.

When videos are digitally captured with any kind of hardware, Final Cut Pro interprets the audio and sets the level to a baseline of zero decibels. The audio levels for the Fireman's Workshop were lowered to -7 decibels off the baseline of zero. This could only be achieved through operator/editor intervention, Ms. Levitsky's.

A deteriorated, or low production value of the Fire Department Workshop video would support the claims made by Ms. Levitsky—after she said there was no recording—that there was a recording but it is "not a proper video recording but a wide shot hardly appropriate for TV," meant to serve as a "backup for the clerk's audio".

In concert with those statements, City Manager Pickup told *The Rye Sound Shore Review*, "that's why you get what you get" in an article when he was questioned about the poor audio quality, reaffirming Nicole's claim that "it is not a proper video recording".

On Wednesday February 8<sup>th</sup>, 2012, I told Councilman Sack that the audio of the Fire Department Workshop posted to the City of Rye website was in fact less audible than the original recorded version.

On Thursday February 9<sup>th</sup>, 2012 Ms. Levitsky confronted me at the Rye TV studio. She told me that Councilman Sack, through Mr. Pickup, had requested that the audio be restored to its original levels. Ms. Levitsky told me that if the levels were lowered she had done it unintentionally. She claimed that Rye TV is not supposed to edit meetings of the City Council therefore the quality of the recording was not enhanced. I argued that improving the quality of the audio is not editing, we are not changing the content or integrity of the recording- it would be what we call "production". In my two and a half years as a Rye TV employee, we have always used post-production techniques to enhance the quality of our videos and audio, never to deteriorate or make it more difficult for viewing. I explained that in this case the audio was actually made worse, and the manipulated file was suspiciously deleted. The raw file was considerably more audible, and would have served the purpose of educating the public on the content of the workshop just fine.

Ms. Levitsky made statements that she did not know why the manipulated file was deleted from the sequence and then eventually admitted to deleting the file. Ms. Levitsky also denied adjusting the audio levels, then later admitted to "playing with the audio". She said she feared the recording would seem "like a production" rather than an "audio backup", and she admitted that

she was concerned about members of the public and press thinking the video was recorded at broadcast quality “like a regular meeting” as she had formerly denied the recording existed.

I told Ms. Levitsky it was my belief that she was improperly trying to protect Mr. Pickup from apparent lies he told the City Council or members of the public. Ms. Levitsky countered that “part of the job is bullshitting people at Council Meetings”, and that asking me to lie can be justified: “maybe it is a little bit of covering up for your boss until he figures out what he’s doing.” I reminded her that nine days had passed since the video recording was created, and Mr. Pickup did nothing. Ms. Levitsky stated that she was unsure why Mr. Pickup did not want the Fire Department Workshop video publicly released, feeling that there was a reason “we are not privy to”. Ms. Levitsky also said of Mr. Pickup’s actions, “Scott put us in a bad position” and this all could have been avoided.” Ms. Levitsky admitted that Mr. Pickup did nothing when I brought the original issue to his attention, until Councilman Sack requested that the workshop be posted.

During our conversation, I learned that Mr. Pickup was aware of the Fire Department Workshop recording on the same night it was recorded. At the City Council Meeting of January 25<sup>th</sup>, 2012, in reference to the Fire Department Workshop, Mr. Pickup stated, “we just didn’t have it taped this evening. We just didn’t have the ability”, as Ms. Levitsky and myself watched the workshop on video monitors one floor above the Council Chambers as participants were unknowingly being recorded.

Ms. Levitsky apologized for placing me in an uncomfortable position, acknowledged that she instructed me to tell people that “we have no recording” and that she specifically told me not to tell Councilman Sack the recording existed.

### **III. CITY MANAGER DID NOT WANT WHITBY CASTLE MEETING RECORDED**

On January 25<sup>th</sup>, 2012 City Manager Pickup also informed the City Council that due to unavailability of staff, the City Council Meeting of Saturday January 28<sup>th</sup>, 2012 held at Whitby Castle would not be recorded. Mr. Pickup stated during the televised meeting:

- 1) “Well, I have a staff of two who’s also been handling special meetings of the School Board and other meetings and quite frankly I just don’t have the time. I don’t have the availability.”
- 2) “Unfortunately I don’t have any coverage for that date. Again, I only have two people in the department. They have been working extra hours with the Board of Education Meetings.”

I specifically told Ms. Levitsky that I was willing and able to record the meeting of January 28<sup>th</sup>, 2012 at Whitby Castle for Rye TV. Ms. Levitsky responded by telling me that Mr. Pickup did not want the meeting recorded despite the request of the Rye City Council.

While it is true that Ms. Levitsky had been “handling special meetings of the School Board”- or at least one meeting- Mr. Pickup is aware, as the City Manager, that her responsibility in covering those meetings is in no way part of her job as a City of Rye employee/Rye TV Access Coordinator. In fact, Ms. Levitsky was hired to record School Board meetings by the Rye City

School District (I served as an alternate in 2009-2010) and she is compensated separately by the Rye City School District for those services.

Mr. Pickup failed to mention that, in addition to the two full time employees, Rye TV has five part time employees as well. Not one member of our part time staff, to my knowledge, was asked to record the January 28<sup>th</sup> meeting, and my offer was declined. I think it is important to note that Council members expressed the desire to have the meeting recorded due to the fact that the importance of topics to be discussed were beyond that of a typical "Orientation".

Later in the day on February 9<sup>th</sup> 2012, Ms. Levitsky instructed me to meet and speak with Mr. Pickup at Rye City Hall. Ms. Levitsky was also present in the meeting. Mr. Pickup shared with me an email he received from Councilman Sack requesting that the audio of the Fire Department Workshop be restored. Mr. Pickup warned me that the "elected officials are a little wound up", and that insinuations are being made that deal with people's intentions, ethics, and their jobs. I was made aware that the whole situation was generating anxiety and agitation.

I communicated to Mr. Pickup that I did not understand why I was told to lie by Ms. Levitsky about the Fire Department Workshop video recording when people contacted me at Rye TV- and also why I was told specifically not to tell Councilman Sack- in light of what happened during the meeting as so much attention was applied to the fact that the workshop was "not recorded". I also explained that I was not sure why the workshop wasn't released in the days that followed, in accordance with the resolution passed by the City Council on September 16, 2009, "*to televise all public meetings of the City Council including regular meetings, special meetings and workshops*", stating: "*BE IT FURTHER RESOLVED, when staff is not available, the meetings will be audio taped and made available to the public through the same media as video recorded meetings.*"

Mr. Pickup assured me that there was no lying involved nor intent to deceive. He said that he had told the Council that the workshop was "not recorded for broadcast," versus "there is no recording". If you refer to the video of the January 25<sup>th</sup> City Council Meeting, this is clearly not the case.

Mr. Pickup further explained that "people are looking for reasons to be angry", and people have their own agendas and look to take full advantage of an opportunity to exploit colleagues of differing opinions. Mr. Pickup claimed that there were misinterpretations on the part of Councilman Sack, although he did not elaborate.

Mr. Pickup also told me that he had made clear to Councilman Sack during their meeting on Friday January 27<sup>th</sup> 2012- prior to the release of the video recording- that the video and audio will not be Rye TV quality and that it was not recorded for broadcast. This to me explained the lowered audio levels, missing files and unethical instructions given to me by Ms. Levitsky.

When I asked Mr. Pickup why there was no attempt to have the Saturday meeting of January 28<sup>th</sup> recorded despite publicly televised (*see January 25<sup>th</sup> meeting*) and/or email requests (*see attached*) by Mayor French, Councilman Sack, Councilwoman Keith, Councilwoman Parker, and Councilwoman Brett.

Mr. Pickup explained that there was an internal disagreement on the Council and the "decision was to go forward with past practice", and not tape the meeting. Again, as the videotape of the

January 25<sup>th</sup> Council meeting will indicate, the City Manager explains that the reason given for the lack of video coverage was that “there was no staff available” and no one on the Council publicly stated they did not want the meeting recorded. It was my understanding that the Council was unified in the desire to have the meeting recorded.

Mr. Pickup continued to explain that for a while there has been a disagreement on the Council between Mayor French and Councilman Sack with regard to videotaping meetings, ever since Councilman Sack asked for the Osborn Meeting to be televised and the Mayor said “no”. Mr. Pickup said explicitly, “the issue of videotaping has been a conflict between the Mayor and Joe.” In saying so, Mr. Pickup led me to believe that it was the Mayor who did not want to have the meeting of January 28<sup>th</sup> recorded.

I would like to make it clear that I was never asked to record the City Council meeting of Saturday January 28<sup>th</sup>, and since my offer to do so was refused, I was personally astonished that the City Manager would make such claims on television. I would like to also remind the Council of the Annual Square House Meeting, Memorial Day Ceremony, Veteran’s Day Ceremony, and Inaugurations- all successfully recorded with Rye TV’s portable equipment. The Rye TV promo video referenced by Cable and Communications Committee Chairman Steve Fairchild at the January 25<sup>th</sup> City Council Meeting, further explains the outstanding capabilities of Rye TV to produce high quality off-site productions with minimal staff.

My initial decision to reach out to Councilman Sack, and now the entire Council, came only after multiple attempts to address these issues with my immediate supervisor, Ms. Levitsky, as well as her supervisor, City Manager Pickup.

#### **IV. INVESTIGATION**

*According to section C6-3 of the City of Rye Charter, “The Council may make investigations into the affairs of the city and the conduct of any board, commission, department, office or agency thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the Council shall be guilty of an offense punishable by a fine of not more than \$100, or by imprisonment for not more than 30 days, or both, and such offense shall constitute sufficient cause for suspension without pay for a period not exceeding two months or removal from office or employment.”*

Based on section C6-3 of the City of Rye Charter, I hereby request that the Rye City Council investigate the conduct of Mr. Pickup and Ms. Levitsky for ethical breaches of the Rye City Charter and Code in reference to the specific issues I have outlined above. I ask them to call me as a witness and to take my testimony and any evidence I have to offer in the investigation of these matters.

If the Council chooses not to investigate these events, I will request this complaint be sent to the City of Rye Board of Ethics (in which case I will amend this complaint to include more evidence and detail as it is my understanding that the Board of Ethics is not an investigative body and only works with the information/evidence they are given) to determine if Mr. Pickup and Ms. Levitsky are in fact in violation the following:



1) As declared in the City of Rye Code of Ethics, *“The proper operation of the city government requires that its officers and employees be independent and responsible to the people”* (section 15-1 Declaration of policy). It is my understanding that actions exhibited by Mr. Pickup and Ms. Levitsky by withholding the recording of the meeting, lying to city officials and members of the public, placing expectations on me that challenge good ethics and morals, and perhaps even the act of recording itself without the knowledge of those present at the workshop, is in direct conflict with the City of Rye Code of Ethics.

2) Additionally, I will cite, *“that public officers and employees observe in their official acts the highest standards of morality and discharge faithfully the duties of their office regardless of personal consideration; and that the public have confidence in the integrity of its government and the officers and employees thereof.”* (section 15-1 Declaration of policy)

3) I also remind you that section 15-10 (b) cites, *“An officer or employee of the city should not by his conduct give reasonable basis for the impression that any person can unduly influence him or improperly enjoy his favor in the performance of his official duties or that he is affected by the kinship, rank, position or influence of any party or person.* I believe Ms. Levitsky was clearly influenced by Mr. Pickup’s position as City Manager, and I believe that she in turn tried to use her position as my boss to do the same.

I would also ask for any City Council member to broaden this complaint to include any other possible violations of the Rye City Code by Mr. Pickup and/or Ms. Levitsky that I may not be aware of, should they see fit.

I fully expect to discuss this matter further and offer more details, documentation, and evidence to the matter addressed above.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Andrew N. Dapolite". The signature is written in dark ink and is positioned above the printed name.

Andrew N. Dapolite

 Reply  Reply to all  Forward    |   | Close  Help

From: Dapolite, Andrew N.  
To: Pickup, Scott D.  
Cc:  
Subject: FW: Fire Dept Meeting  
Attachments:

Sent: Fri 1/27/2012 1:38 PM

[View As Web Page](#)

Scott,

Nicole told me to feel free to reach out to you. Can you please verify how this should be addressed. Do you mind if I refer these phone calls to your office?

Thanks, I appreciate it.

Andrew

-----Original Message-----

From: Levitsky, Nicole T.  
Sent: Fri 1/27/2012 10:17 AM  
To: Dapolite, Andrew N.  
Subject: Re: Fire Dept Meeting

He knows full well there is a recording. Its not a proper video recording but a wide shot hardly appropriate for tv. . I wish he would post the audio. He said he was thinking of doing that. There are also minutes of the entire mtg so its not private. The clerk also records audio.

This is not our call but scotts. You can also direct people to call scott or ask the clerk for her audio.

-----Original message-----

From: "Dapolite, Andrew N." <adapolite@ryeny.gov>  
To: "Levitsky, Nicole T." <nlevitsky@ryeny.gov>  
Sent: Fri, Jan 27, 2012 14:41:28 GMT+00:00  
Subject: Fire Dept Meeting

Nicole,

I'm sorry to confront you with this, but it has really been bothering me. I have been getting phone calls internally late last night after you left (as well as on my cell phone) asking about the Fire Dept meeting since it is not cablecasting or on the web. I responded by saying I did not know if the Fire Dept Meeting was taped and I referred all other questions to you at City Hall (you probably have messages on your phone waiting for you...)

I have to admit, I have a problem continuing to do this. I wish you never told me it was recorded considering the politics involved. I would suggest that we notify Scott that we do have a recording of the meeting before we both get ourselves in trouble, especially considering the recent ethical questions raised to the committee regarding you and I (Leon's letter). As I expressed to you earlier this week (re: Ray and youtube), this whole thing makes me uneasy and I know this puts us in a bad situation. I would appreciate if we could talk about this.

**Subject:** FW: Are you available on Saturday morning to videotape a meeting at Whitby?  
**From:** John Carey (jncarey@westnet.com)  
**To:** nlevitsky@ryeny.gov; andrny12@yahoo.com;  
**Date:** Friday, January 27, 2012 9:57 AM

Any comments? Can I have enough new tapes for nearly four hours?

---

**From:** Parkersinrye [mailto:parkersinrye@aol.com]  
**Sent:** Friday, January 27, 2012 9:50 AM  
**To:** jncarey@westnet.com; jsack@sacklawfirm.com  
**Subject:** Are you available on Saturday morning to videotape a meeting at Whitby ?

Good morning Judge Carey:

I apologize for the last minute request, but we were notified at Wednesday's council meeting that our meeting on Saturday morning (8:45-noonish) will not be videotape due to unavailability of staff. Would you be able to do this so that we have a record of the meeting for the public?

Thank you for your consideration.

Catherine