

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

**REGULAR MEETING OF THE CITY COUNCIL  
VIA ZOOM CONFERENCE  
Wednesday, September 22, 2021  
6:00 p.m.**

*PURSUANT TO GOVERNOR HOCHUL'S BILL PASSED ON SEPTEMBER 1, 2021, REQUIREMENTS UNDER THE OPEN MEETINGS LAW HAVE BEEN SUSPENDED AND PUBLIC BODIES MAY MEET WITHOUT ALLOWING THE PUBLIC TO BE PHYSICALLY PRESENT. THE MEETING WILL BE HELD VIA ZOOM VIDEO-CONFERENCING WITH NO IN-PERSON LOCATION AND WILL BE BROADCAST ON THE CITY WEBSITE. A FULL TRANSCRIPT OF THE MEETING WILL BE MADE AVAILABLE AT A FUTURE DATE.*

*RESIDENTS MAY EMAIL COMMENTS REGARDING THE PUBLIC HEARING TO: PUBLICHEARINGCOMMENTS@RYENY.GOV. ALL COMMENTS MUST BE RECEIVED BY 4:15 PM ON THE DAY OF THE MEETING. THE SUBJECT OF THE EMAIL SHOULD REFERENCE THE HEARING TOPIC. PLEASE INCLUDE YOUR NAME AND ADDRESS.*

*TO PARTICIPATE IN THE PUBLIC HEARING, PLEASE ATTEND THE MEETING VIA ZOOM VIA THIS LINK:*

<https://zoom.us/j/99652220465?pwd=eHJBdVROcUtPRUt4SDh2ZDRvL3ppQT09>

Password: 176025

Or Telephone:

US: (646) 558-8656 or (312) 626-6799 or (301) 715-8592 or (253) 215-8782 or  
(346) 248-7799 or (669) 900-9128

Press \*9 to raise your hand to speak during the public hearing

Webinar ID: 996 5222 0465

Password: 176025

*[The Council will convene via ZOOM CONFERENCE at 5:15 p.m. and it is expected they will adjourn into a teleconference Executive Session at 5:16 p.m. to discuss pending litigation, personnel matters and pending contracts.]*

1. Pledge of Allegiance.
2. Roll Call.
3. Draft unapproved minutes of the Regular Meeting of the City Council held July 22, 2021.
4. Preliminary Tropical Storm Ida Report

5. Consideration to retroactively waive through March 30, 2022, certain building permit fees related to repairs for flood damage and certain fees related to flood mitigation projects such as elevating homes, flood proofing a business or building a new home that has been deemed to be substantially damaged by Ida and requires reconstruction compliant with FEMA flood standards.
6. CapEx update
7. Update on Boat Basin Dredging
8. Open the public hearing to opt-out of allowing adult-use cannabis retail dispensaries or on-site consumption licenses by passing a local law as defined in Legislation (S.854-A/A.1248-A): New York's Marijuana Regulation and Taxation Act.
9. Consideration to extend through December 31, 2021 the moratorium in the City of Rye temporarily prohibiting the review, processing or approval of any new application related to a subdivision or re-subdivision of property [or, alternatively, prohibiting the issuance of any building permit for any development on subdivision plats filed after June 1, 2020], development on steep slopes or the placement of a residential structure with its front not oriented towards a front yard for the duration of this moratorium.
10. Set a public hearing for October 6, 2021 to amend Chapter 147 "Records Management" of the Rye City Code local law to reflect a new records retention schedule as required by NY State.
11. Set a public hearing for October 6, 2021 to amend Chapter 177 "Taxation" Article X "Cold War Veterans Exemption" of the Rye City Code to increase the Real Property Tax Exemption for Veterans of the Cold War.
12. Consideration to authorize the City Manager to sign a settlement agreement with Altice regarding Franchise Fee obligations in question from January 1, 2011 through December 31, 2016.
13. Resolution to provide a technology upgrade to the Council Chambers for a cost not to exceed \$150,000.
14. Consideration to authorize the City Manager to execute an agreement with Tyler Technologies, Inc. to secure a software license for a CAD, RMS, and Mobile system utilized by desk officers to record incidence calls, identify the status and location of responders in the field, and effectively dispatch responder personnel.
15. Residents may be heard on matters for Council consideration that do not appear on the agenda. (Please note each resident comment will be limited to 3 minutes.)
16. Resolution to declare certain City equipment as surplus.

17. Resolution to amend the 2021 Adopted Fees and Charges for the Boat Basin to increase certain winter fees for residents and non-residents.
18. Adjourn the public hearing to October 20, 2021 for consideration of a petition from The Miriam Osborn Memorial Home to amend the text of the City of Rye Zoning Code Association to create new use and development standards for “Senior Living Facilities” in the R-2 Zoning District.
19. CONSENT AGENDA
  - a. Consideration of a request by the Rye Chamber of Commerce to close a portion of Purchase Street on Sunday, November 28, 2021 from 7:00 a.m. to 5:00 p.m. for the Mistletoe Magic event.
  - b. Consideration of a request by the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club to have a TieTheTownPink breast cancer awareness campaign in the City of Rye during the month of October, 2021.
  - c. Consideration of request from the Rye Free Reading Room to use the Village Green from 8 am – 6 pm for the Rye Children's Book Festival on October 10, 2021.
  - d. Consideration of request from the Rye Free Reading Room to have 4 food trucks at the Rye Children's Book Festival on Green and Haviland Lane from 10 am – 4pm on October 10, 2021.
20. Appointments to Boards and Commissions, by the Mayor with Council approval.
21. Old Business/New Business.
22. Adjournment

\* \* \* \* \*

The next regular meeting of the City Council will be held on Wednesday, October 6, 2021 at 7:00 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”.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of Rye in  
City Hall on August 11, 2021, at 7:00 P.M.

PRESENT:

JOSH COHN, Mayor  
SARA GODDARD  
CAROLINA JOHNSON  
RICHARD MECCA  
JULIE SOUZA  
BENJAMIN STACKS  
Councilmembers

ABSENT: NONE

The Council convened at 6:00 P.M. Councilman Mecca made a motion, seconded by Councilwoman Souza, to enter into executive session to discuss litigation and personnel matters at 6:01 P.M., Councilman Mecca made a motion, seconded by Councilwoman Souza, to exit executive session and commence the regular meeting of the City Council. The meeting began at 7:00 P.M.

1. Pledge of Allegiance.

Mayor Cohn asked everyone to stand for the Pledge of Allegiance.

2. Roll Call.

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

3. Draft unapproved minutes of the Regular Meeting of the City Council held July 22, 2021.

City Clerk D'Andrea stated there were ministerial, non-substantive changes to the minutes.

Councilman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to adopt the minutes of July 22, 2021.

4. Presentation of the 2020 City Financial results by Brendan K. Kennedy of the auditing firm of BST & Co, LLP.

Brendan Kennedy, BST & Co, LLP, the City's auditor, presented the results of the 2020 City financials audit report. He thanked the City for its cooperation. He stated that the auditing process started back in April 2021, and was completed in June with all of the contracted deliverables. He reported that there were no significant deficiencies or weaknesses in internal controls. He gave an unqualified opinion on the financials, the highest audit opinion. He said that accounting standards had not changed. He had some audit adjustments that were inconsequential to the financial statements. He reported that Rye goes above and beyond and has

submitted the CAFR was timely to the GFOA. Mr. Kennedy gave a summary of the areas of focus of the audit. He discussed the impacts of COVID-19 on the City's financials, specifically losses in certain revenues (hotel occupancy, recreation, meters, building permit fees, etc.). Lastly, Mr. Kennedy thanked the City's Finance Department for all of their help.

Mayor Cohn asked if the issues raised during last year's audit with the Boat Basin were still present.

Mr. Kennedy responded that positive steps were taken to alleviate any former concerns.

5. Discussion of Vacant Seat.

Mayor Cohn stated that the Council had been left with a vacant seat with only a short time remaining before the election to fill the seat. He noted that it would be challenging for a newcomer to the Council to be filled in on the City's budget and other City business on a short term basis. He suggested that the Council continue to the end of 2021 with six councilmembers. He asked for input from the other councilmembers.

Councilman Mecca reminded the Council that he was the last person appointed on a temporary basis. He was appointed by former Mayor Joe Sack, and he spoke to the challenge of learning a lot of information in a very short amount of time. He said he believes that the six councilmembers could handle anything that comes their way, and that he recommends waiting for the next election to bringing on a new councilmember.

Councilwoman Johnson apologized to Corporation Council Wilson for not speaking up to defend her at the last Council meeting. She stated that there were many factors not taken into consideration prior to former Councilwoman Tarlow's move out of Rye. She stated that she felt that the Council should not appoint anyone and wait for the November election results to decide the next Councilmember.

Councilwoman Goddard stated that it was very helpful to have Council orientation, and that it makes sense for all new Councilmembers to take their new seats together in January.

Mayor Cohn thanked the Council for their input.

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

Suki van Dijk, 62 Garden Drive, addressed the Council regarding former Councilwoman Tarlow's move out of Rye. She also discussed the need for dredging at the Boat Basin. She said that the most updated report on the website from the Boat Basin and need for dredging was from 2018. As time goes on, the conditions and need to dredge get larger.

City Manager Usry commented that plans have been underway for a while regarding remediation and dredging. He said that the City was applying for two permits that are expected for fall of next year. He discussed the toxicity in some of the silt that was found, making disposal of the sediment more challenging. The City has been working on a grant to seek funding for the last five years.

7. Formation by the Council of a Committee to consider and return to the Council with a plan for a plaque or similar memorial to be placed with our other like memorials on the Boston Post Road side of City Hall to honor Rye veterans serving since the Vietnam War, particularly those who served in the Gulf War and the War on Terror; the Committee to consist of the City Clerk, a representative of the Landmarks Committee, a representative of the Board of Architectural review, a representative of the Rye post of the American Legion and one member of the City Council to be selected by the Mayor.

Mayor Cohn invited Tim Moynihan and Fred de Barros of the Rye Post of the American Legion to speak.

Tim Moynihan recounted the history of the current War Memorials at City Hall. He stated that the Korea and Vietnam War Memorials were dedicated in 1981, and since that time, many more residents have gone to war. He requested that the Council move forward with this in order to honor those who have served since that time.

Fred de Barros, Commander of the Rye Post of the American Legion, addressed the Council. He spoke about the pride that Rye residents have in their family members whose names are on the war memorials.

Councilwoman Souza made a motion, seconded by Councilman Mecca, and unanimously carried, that the Council form the committee as follows:

**RESOLVED** that the Council will form a Committee to plan to expand on the current plaques or memorials within the City of Rye to recognize the efforts of those defending the U.S. in conflict; and be it further

**RESOLVED**, that the Committee will consist of the City Clerk, a representative of the Landmarks Committee, a representative of the Board of Architectural review, a representative of the Rye post of the American Legion and one member of the City Council to be selected by the Mayor.

8. Set the public hearing for September 22, 2021 to opt-out of allowing adult-use cannabis retail dispensaries or on-site consumption licenses by passing a local law as defined in Legislation (S.854-A/A.1248-A): New York's Marijuana Regulation and Taxation Act.

Mayor Cohn noted that if the City chooses to opt out of allowing adult-use cannabis retail dispensaries or on-site consumption licenses, it will also opt out of the sales tax benefit.

Councilwoman Souza noted that the deadline to opt out is December 31, 2021, and if the Council chooses to opt out now, they can opt back in at a later date. Most of this would be regulated at the state level. Opting out protects the City's ability to have the option, or it will lose that right.

Councilwoman Stacks asked if there was any estimate of what the sales tax revenue would be that the City would be foregoing if it opted out. Councilwoman Souza said that she had that number and would provide it; she said that tax would be going to communities that are more affected by drugs than others.

Councilwoman Souza made a motion, seconded by Councilman Mecca, to set the public hearing for September 22, 2021 to opt-out of allowing adult-use cannabis retail dispensaries or on-site consumption licenses by passing a local law as defined in Legislation (S.854-A/A.1248-A): New York’s Marijuana Regulation and Taxation Act.

9. Open a public hearing to amend Chapter 166 “Smoking and Vaping” to the City Code to expand the City’s prohibition to Rye Town Park.

Mayor Cohn asked Corporation Council Kristin Wilson to give an overview of the expansion of Chapter 166 of the City Code.

Corporation Council Wilson stated that the purpose of this amendment was to include the entirety of Rye Town Park, the parking lot, the perimeter pathway and the duck pond.

Councilwoman Souza made a motion, seconded by Councilman Mecca, to open the public hearing.

There being no one to speak on the matter, Councilwoman Souza made a motion, seconded by Councilman Mecca, to close the public hearing.

Councilwoman Goddard made a motion, seconded by Councilman Stacks, to adopt the following local law:

## **CITY OF RYE**

### **LOCAL LAW NO. 8 2021**

**A local law to amend Chapter 166 “Smoking and Vaping” of the Code of the City of Rye to create a ban in certain public areas to preserve the health and safety of citizens as follows:**

#### **Section 1: Chapter 166, SMOKING AND VAPING**

##### **§ 166-1 Purpose.**

The City Council declares that the intent and purpose of this chapter is to preserve and improve the public’s health by improving the air quality in certain public areas. The City Council hereby finds that the effects of secondary effects of smoking and vaping pose a threat to the health, safety, and well-being of the City’s residents.

##### **§ 166-2 Definitions.**

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

**ELECTRONIC CIGARETTE** or **E-CIGARETTE** means an electronic device that delivers vapor which is inhaled by an individual user and shall include any refill cartridge and any other component of such device.

**SMOKING** shall mean the inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe containing tobacco, cannabis or any other matter or substance.

VAPING shall mean the use of an electronic cigarette or e-cigarette containing a cartridge or pod in which a vapor can be inhaled and exhaled.

**§ 166-3 Prohibition of Smoking and Vaping in Outdoor Areas Owned by the City of Rye.**

A. The following City owned or City controlled public places are hereby established as non-smoking and non-vaping areas:

- (1) Rye Recreation Facilities, including, but not limited to:
  - (a) Damiano Recreation Center;
  - (b) Disbrow Park, including Feeley Field, Founders Field, Grainger Field, Sterling Field, and all associated parking facilities;
  - (c) Gagliardo Park, including basketball court, baseball field, picnic areas, playground, and all associated parking facilities;
  - (d) Rye Nursery Field; including athletic field and all associated parking facilities;
  - (e) Rye Recreation Park, including tennis courts, baseball field, basketball court, bocce court, picnic area, skate park, athletic field, softball field, volleyball court, and all associated parking facilities.
- (2) Rye Nature Center;
- (3) Village Green;
- (4) Public cemeteries;
- (5) Public trails; and
- (6) Accessory parking lot across from Rye High School along Boston Post Road (the Snow Field)

B. The sidewalks immediately adjoining but not traversing Rye Recreation Facilities, Rye Nature Center, Village Green, public cemeteries and public trails are excluded from the smoking and vaping prohibition contained herein.

C. The entire Rye Town Park, including the parking lot and pathways surrounding the grass fields and duck pond.

D. The City Council may, upon Resolution, establish a temporary non-smoking and non-vaping area.

E. It shall be unlawful for any person to smoke or vape in any non-smoking and any non-vaping area.

**§ 166-4 Penalties for offenses.**

Any person committing an offense against any provision of this chapter shall, upon conviction thereof, be guilty of a violation pursuant to the Penal Law of the State of New York, punishable by a fine not exceeding \$250.

**Section 2. Severability**

If any part of this Local Law is deemed by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Local Law.

**Section 3:** This local law will take effect immediately on filing in the office of the Secretary of State.



## ROLL CALL

AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks

NAYS: None

ABSENT: None

10. Open a public hearing to amend Chapter 197-1 “Definitions” and Chapter 197-22 “Uses prohibited in all districts” to add a definition of “Peaking Station” and to prohibit the use of property for compressed natural gas peaking stations.

Mayor Cohn reviewed the issue and stated that a year ago, Con Ed approached the City with a view of reinstating the peaking mechanism that had been installed at its facility on Theodore Fremd on a temporary basis. In order to satisfy Rye needs, Con Ed felt it could not guarantee meeting the needs unless the piping had been installed. That piping has now been installed and Con Ed informed the City that the peaking station was no longer needed to satisfy Rye needs, but spoke to the City on establishing the station for a long-term basis. The Council should take a fresh look at the Planning Commission decision to allow peaking station on an emergency basis. The Council reviewed the Planning Commission study, and sought out assistance on current literature. There are CNG peaking stations in use with some frequency throughout the United States. They generally have a good safety record. We did a summary with respect to transportation and noted that there had been some transportation mishaps regarding the transport of hazardous material. This station would be transporting hazardous material on Theodore Fremd and making that a regular practice in Rye overtime. There are homes in the area, and this may be unsafe and also have potential impacts on property values.

Councilwoman Souza made a motion, seconded by Councilman Stacks, to open the public hearing.

There being no one to speak, Councilman Mecca made a motion, seconded by Councilwoman Goddard, to close the public hearing.

Councilwoman Goddard stated that she concurred with the Mayor on this issue. She said that we live in a small geographical area, within six square miles. The idea of a CNG facility in a residential neighborhood is not worth the risk. A peaking station is supposed to be a necessity. She said that she had not heard from Con Ed that there is a necessity for a peaking station in Rye at this point.

Councilman Mecca recalled that this came before the City Council about five years ago and it was referred to the Planning Commission. The Commission looked hard at it before granting the approval. At that time, Con Ed explained that Rye was at the end of the distribution network, which meant that if there was extremely cold temperatures, it would shut down first. The peaking stations filled the need at that time, but since that point, Con Ed has added safeguards and facilities to accommodate the need. Councilman Mecca stated that he was in agreement with the mayor. He said that the City did what it was supposed to do in the matter.

Mayor Cohn made a motion, seconded by Councilman Mecca to adopt the following resolution:

## RESOLUTION

**Adopting a local law to amend Chapter 197-1 “Definitions” and Chapter 197-22 “Uses prohibited in all districts” to add a definition of “Peaking Station” and to prohibit the use of property for compressed natural gas peaking stations within the City of Rye.**

WHEREAS, the City Council determined the City Code currently lacks specific regulation of compressed natural gas (CNG) facilities because this new kind of facility was never contemplated by existing laws and regulations; and

WHEREAS, the City Council reviewed the City’s existing regulations relating to the storage and use of hazardous substances to determine if such activity would negatively impact the City, including without limitation, the public health and safety, and quality of life of its residents and businesses; and

WHEREAS, a draft local law and Full Environmental Assessment Form was presented to the City Council; and

WHEREAS, at its July 22, 2021 meeting the City Council set a public hearing for August 11, 2021 on a draft local law to amend Chapter 197, *Zoning*, Section 197-1 “Definitions” and Section 197-22 “Uses prohibited in all districts” to add a definition of “Peaking Station” and to prohibit the use of property for compressed natural gas peaking stations within the City of Rye; and

WHEREAS, notice of the hearing was published and circulated as required by law; and

WHEREAS, the City Council conducted a noticed public hearing on August 11, 2021 and all those wishing to be heard were given the opportunity to be heard; and

WHEREAS, no public commented on the draft local law; and

WHEREAS, the City Council has reviewed the Full Environmental Assessment Form (EAF) and determines that the proposed action is consider a Type I Action; and

WHEREAS, the City Council is the only Involved Agency in connection with the proposed action;

NOW, THEREFORE, BE IT RESOLVED, that the City Council designates itself as Lead Agency and based on its review of the Environmental Assessment Form (EAF), the criteria listed in Section 617.7(c) of SEQRA and the complete record, the City Council finds that the proposed action will not have a significant adverse environmental impact; and

BE IT FURTHER RESOLVED, that the City Council adopts Local Law # 9-2021 to amend Chapter 197, *Zoning*, of the Rye City Code to prohibit Compressed Natural Gas (CNG) Peaking Stations in the City of Rye, as follows:

**CITY OF RYE  
LOCAL LAW NO. 9 2021**

**A local law to amend Chapter 197-1 “Definitions” and Chapter 197-22 “Uses prohibited in all districts” to add a definition of “Peaking Station” and to prohibit the use of property for compressed natural gas peaking stations as follows:**

**Section 1. Chapter 197-1 “Definitions”**

**§ 197-1. Definitions.**

PEAKING STATION – a system consisting of a number of semi-truck trailers or other buildings or containers housing large quantities of natural gas at high pressure.

**Section 2. Chapter 197-22. “Uses prohibited in all districts”**

B. The following shall be prohibited in all districts as being inconsistent with the public health, safety and welfare:

- (3) Peaking Stations.

**Section 3. Severability.**

If any part of this Local Law is deemed by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Local Law.

**Section 4.**

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

**ROLL CALL**

AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks

NAYS: None

ABSENT: None

11. Adoption of the 2021/2022 tax levy and tax rate for the Rye Neck Union Free School District.

Councilwoman Johnson made a motion, seconded by Councilman Mecca, to 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 \$11,641,202 to be raised on property within the District located in the City of Rye, with established tax rates of \$982.921618 per \$1,000 of taxable assessed value on homestead property and \$1,119.724076 per \$1,000 taxable assessed value on non-homestead property, for the fiscal year beginning July 1, 2021 and ending June 30, 2022, 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.

**ROLL CALL**

AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks

NAYS: None

ABSENT: None

12. Adjourn until September 22, 2021, the public hearing for consideration of a petition from The Miriam Osborn Memorial Home to amend the text of the City of Rye Zoning Code Association to create new use and development standards for “Senior Living Facilities” in the R-2 Zoning District.

The Council adjourned the item.

**13. CONSENT AGENDA**

Councilman Stacks, seconded by Councilwoman Souza and unanimously carried by the Council, affirmatively approved the following agenda items:

- a. Consideration of a request from the Rye Free Reading Room to extend use the Village Green (already approved through September 6, 2021) to offer a variety of library programs through October 30, 2021. The programs include the summer reading kick-off, an outdoor museum walkthrough of Greek and Roman artifacts, baby wear dance classes, and other common library programs.
- b. Consideration of request for permission to close a section of Purchase Street for the 69<sup>th</sup> Annual Celebration of the Halloween Window Painting Event on Sunday, October 24, 2021.
- c. Consideration of request by the Recreation Department to hold their 45th annual Turkey Run on Thanksgiving Weekend.
- d. Consideration of a request by Christ’s Church for use of the City streets (Rectory Street) on Thursday, August 19 from 3:30 pm to 8:00 pm for the Blue Skies Camp final picnic and talent show.
- e. Consideration of a request by Christ’s Church for use of the City streets (Rectory Street) on Sunday, September 12 from 9:00 am to 1:00 pm for the annual "Homecoming Picnic".
- f. Consider a request by Christ’s Church Nursery School for use of the City streets (Rectory Street) on Saturday October 23, 2021 from 9:00 am to 4:00 pm for their Nursery School’s Family Day.

14. Appointments to Boards and Commissions, by the Mayor with Council approval.

Mayor Cohn, with Council approval, appointed Thomas Hamilton to the Finance Committee, for a three-year term expiring December 31, 2023.

With regard to the Sustainability Committee, Mayor Cohn announced that Patti Capparelli is remaining on the committee, but after excellent and hard work, she will stepping down as chair. James Ward will now be Chair of the Sustainability Committee.

15. Old Business/New Business.

Councilman Mecca review that a little while ago, the Council considered the zoning

amendment application brought by 601 Midland Avenue (Avon property). He reported that that property is now before the Planning Commission, as they are having a potential tenant. The public hearing will be held on Tuesday, September 14, 2021. .

Councilman Mecca also announced that the Barley House will be hosting a wine walk on September 18, 2021. They plan to use a good part of Rye Town Park for the event, with ten stations.

Councilwoman Souza announced plans for Mistletoe Magic to be held the Sunday after Thanksgiving.

16. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilwoman Souza and unanimously carried, to adjourn the regular meeting of the City Council at 7:56 P.M.

Respectfully submitted,

Carolyn D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, Interim City Manager

## AGENDA ITEM:

Consideration to retroactively waive through March 30, 2022, certain building permit fees related to repairs for flood damage and certain fees related to flood mitigation projects such as elevating homes, flood proofing a business or building a new home that has been deemed to be substantially damaged by Ida and requires reconstruction compliant with FEMA flood standards.

## FOR THE MEETING OF:

September 22, 2021

## RYE CITY CODE,

CHAPTER  
SECTION

**RECOMMENDATION:** That the Council authorize waiving of these fees retroactively.

RESOLVED that the City Council waive certain fees and charges related to building repair of Ida damages and other permits related to flood mitigation measure as determined by the Building Department.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

## BACKGROUND:

Due to the extensive damage from storm Ida, the Building Department will waive certain fees related to storm damage repairs as well as fees related to flood prevention measures compliant with FEMA standards. The Building Department will also prioritize these permit requests to expedite the process.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** CapEx Update

**FOR THE MEETING OF:**

September 22, 2021

**RECOMMENDATION:** That the Council hear the update.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Update on Boat Basin Dredging.

**FOR THE MEETING OF:**

September 22, 2021

**RECOMMENDATION:** That the Council hear the update.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached.





## CITY OF RYE

**To: Mayor Cohn and City Council**  
**From: Greg Usry, City Manager**  
**Re: Channel and Boat Basin Dredge Update**  
**Date: September 17, 2021**

---

### Background

The City of Rye Boat Basin dates back to the 1950's when the City purchased the land to build the marina. Because of factors related to tidal changes and the run off from the Blind Brook, the Channel and Basin require regular removal of silt (dredging) to remain navigable. Following the initial dredge by the City in the late 1950s, regular dredging took place every 5-7 years, with the Federal Government (Army Corps of Engineers) taking responsibility for the channel dredge. The last regular dredge completed by the ACOE was in 1992. In 2013 FEMA funded the channel dredge as part of the SANDY storm reimbursement

Until recently, all dredged silt was removed and deposited off shore in the Long Island Sound. However, as a result of statutory and regulatory changes regarding environmental issues, off-shore disposal is now extremely restrictive. For silt that is deemed chemically and/or physically unsuitable for off shore disposal, the options are quite limited and significantly more expensive.

Under current regulations, the New England Army Corps of Engineers reviews sediment data for proposed dredge projects and makes a determination if the material is suitable for off shore disposal. The Army Corps and New York State have taken a more rigorous view of sediment, based upon requirements of the Clean Water Act, Marine Protection Research and Sanctuaries Act, 2016 Dredged Material Management Plan, Regional Implementation Manual (RIM), and the New York State Coastal Management Program. All of this contributes to the significantly higher cost of dredging and disposal while, at the same time, the Federal government has become particularly selective about which channels it dredges.

### Current Scope

For the last several years, Coastline Consulting has been retained by the City to analyze conditions in Milton Harbor and the Boat Basin. Over this time, there have been numerous analysis of sediment toxicity, rates of silting and review of disposal options. Coastline has also been charged with administering the permitting process with the US Army Corps of Engineers and the respective environmental departments of New York and Connecticut. Based upon current facts, a proposed dredge is comprised of two distinct (but related) plans:

- Channel dredge with offshore deposit
- Basin dredge with upland disposal

For additional information concerning the permit process, summary of upland disposal facilities, silting survey information, including silting frequency and related information, please see the attached material.

### *Channel Dredge*

In order to make the Channel navigable for most boats, it will need to be dredged to a depth of five feet and width of 75 feet from the area just south of the Boat Basin to the mouth of Milton Harbor. Historically, the channel has been dredged to its full width of 100 feet and a depth of 8 feet. However, due to permit limitations for open water disposal (25,000cy max) the proposed dredge narrowed the channel. Based upon Coastline's most recent survey, this would require the removal of approximately 21,000 cubic yards of silt. The ACOE and relevant state agencies have deemed the Channel silt to be clean enough to dispose offshore. Based upon this finding, and the current estimated cost of dredging and transporting, the estimated total cost is approximately \$1.5mm (\$60 per cubic yard plus a 20% contingency).

### *Basin Dredge*

Although there was early hope that a biological test of the Basin silt could allow for open water disposal, this is not an option. As a result, the cost of disposing of the Basin silt to an upland facility is approximately \$160/cubic yard. Initially, the Basin Commission requested a dredge of up to six feet, with a foot of over-dredge. This would require a total dredge of approximately 43,000 cubic yards. Based upon disposal cost, this would likely exceed \$7.7 mm (including contingency). This amount far outstrips the current and future financial resources of the Basin Enterprise.

Alternatively the Commission and Basin Supervisor are examining scenarios which meet slip-holder and mooring needs, while providing the financial resources for necessary future dredges. Under these scenarios the initial dredge would total 20-25,000 cubic yards with additional dredges every five years. This plan and the financial impact are discussed in greater detail below.

## **Timeline**

The Channel and Basin are on slightly different timelines and are currently under regulatory review, however, assuming no extraordinary review comments we anticipate having everything in hand to go to bid by early fall of next year (2022). Assuming the City and Commission identify the funding sources and the Council decides to proceed, it is hopeful that the dredges can be completed by the 2023 season. It is important to note that once the permits are granted, they may be used for five to ten years (in whole or in part).

### ***Channel Estimated Timeline:***

Sept '21 – obtain update suitability determination from NE USACE  
Oct '21 – submit update suitability determination to NYDEC/USACE  
Oct '21 – file CT-DEEP disposal permit application (3+ month review)  
June '22 – dredging/disposal permit decisions (x3): DEC, USACE, CT-DEEP  
Summer '22 - City SEQRA  
August '22 - Bid/receipt process  
October '22 – January '23 - Dredge underway/complete

### ***Basin Estimated Timeline:***

Aug '21 - obtain preliminary acceptance letters from disposal facilities  
Sept'21- file permit application with the NY agencies (DEC, USACE, DOS, OGS)  
Spring '22 – conduct sample/testing for disposal facilities to accept material  
June '22 – dredging permit decisions  
Summer '22 – City SEQRA  
August '22 - Bid/receipt process  
October '22 – January '23 Dredge underway/complete

The items noted above are in process and will be completed over the remainder of the year and into 2022. To the extent the Council wishes to advance the dredge project(s), they will be integrated into the City's priority capital projects finance plan.

## **Financial Impact and Planning**

### ***Channel***

Similar to City streets and general infrastructure, regular reinvestment will be required to assure the sustainability of the Channel. Based upon surveys over the last five years, Coastline estimates that the silting of the Channel amounts to approximately 2,225 cubic yards annually. With this silting rate, and further assuming that a target depth/width of 5ft./75ft., it will be necessary to dredge approximately every five – ten years at a cost of \$800k-1.6mm (at current cost estimates). Should the Council wish to make this part of the priority capex program, it will be integrated in the current financial plan.

Similar to the Basin dredge discussed below, the submissions and analysis required for the Channel permits are in process and will be unaffected by the developing financial plan. In the coming months, as the capital projects financial model is refined further, we can integrate the Channel dredge into our cost estimates and financial impact.

### ***Boat Basin***

As originally scoped, the Basin would require a dredge of approximately 43k cubic yards. This amount was based upon a goal of achieving a depth of approximately six feet throughout the Marina, with an additional foot of over-dredge. The cost to achieve that dredge amount is estimated to be in excess of \$7.7mm, based upon the upland disposal cost of \$150/cubic yard and 20% contingency. Assuming current Basin Commission financial resources and an ongoing net income amount of \$430k, that dredge is not realistic nor sustainable. Summarized in the chart below are various dredge amount options, including cost scenarios, resulting annual net income and potential future dredges.

<b>Basin Dredge Scenarios</b>				
	<i>Base Case(100%)</i>	<i>30K</i>	<i>25k</i>	<i>20k</i>
<b>Silt Removed (cubic yards)</b>	43,000	30,000	25,000	20,000
<b>\$ Cost / cubic yard</b>	150	150	150	150
<b>\$ Contigency (20%)</b>	30	30	30	30
<b>Estimated Basin Dredge Cost</b>	\$ 7,740,000	\$ 5,400,000	\$ 4,500,000	\$3,600,000
<b>Basin Cap Reserve (Dec '22)<sup>1</sup></b>	<u>(3,320,000)</u>	<u>(3,320,000)</u>	<u>(3,320,000)</u>	<u>(3,320,000)</u>
<b>Dredge cost to be financed</b>	\$ 4,420,000	\$ 2,080,000	\$ 1,180,000	\$ 280,000
<b>Annual Debt Service (5 yrs)</b>	\$ 884,000	\$ 416,000	\$ 236,000	\$ 56,000
<b>Basin Annual Net Income</b>	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000
<b>Pro forma NI (after D/S)</b>	\$ (454,000)	\$ 14,000	\$ 194,000	\$ 374,000
<b>Fund Balance (5 yr)<sup>2</sup></b>	\$ -	\$ 70,000	\$ 970,000	\$1,870,000
<b>Estimated y3 Dredge in 5 yrs<sup>3</sup></b>		<u>389</u>	<u>5,389</u>	<u>10,389</u>
<sup>1</sup> Current reserve of \$2.46mm + assumed \$430k net income for 2021 and 2022 <sup>2</sup> Fund balance after 5 years, assuming \$430k of annual net income, less annual debt cost of 2022 dredge. <sup>3</sup> Estimated dredge in 5 years, assuming accumulated fund balance above and dredge cost of \$160 per cubic yard and 20% contingency				

As of the end of 2020, the Basin enterprise fund had an accumulated fund balance of \$2.46mm. Last year, the Basin produced \$430k of net income and it is reasonable to assume the same result for 2021 and 2022. Based upon this assumption, the expected/assumed accumulated fund balance is approximately \$3.32mm for a dredge in late 2022. The scenarios above lay out potential dredge options based upon the use of fund balance, and possible borrowings for the additional funds needed to complete the requisite amount. Because any borrowing would be done so via the City, consideration must be given to the City Code and the resulting impact on Council Authorized debt. Per the City Code, for an enterprise fund to borrow, it is required to meet certain financial tests, including a pro forma fund balance and debt service coverage test. As plans evolve, the Basin's financial situation will have to be evaluated in the context of this test. Otherwise, any borrowing will reduce the Council's authorized debt amount for City projects.

Alternatively, were the Basin to undertake a dredge of 20,000 cubic yards or less, it could do so solely utilizing its existing fund balance and a minimal loan from the City. Further, assuming the same financial performance in future years, it could complete a second dredge in five years totaling approximately 10k cubic yards (based upon current cost estimates). Based upon surveys over the last five years, the annual silting of the Basin is estimated to be 2,347 per year. This would allow for maintenance of the target depths, as well as, additional dredged silt. Although the silting is not uniform across the marina, it does provide a sense of the sustainability.

The financial plan for the Basin will be an ongoing development. Because the requisite permits and operational process are underway, and will not be completed until late summer/early fall 2022, we will have the remainder of the year to finalize the plan. Once permits are in hand, a choice can be made to dredge any amount up to the expected 43,000 cubic yard permit. This would be determined prior to the bid documents.

# MEMO #1

## City of Rye Dredging Project

Coastline Consulting & Development, LLC

To: Ryan Coyne, City Engineer  
From: David R. Provencher, Coastline Consulting & Development, LLC  
CC: Victoria L. Man, LEP, Zuvic; File  
Date: 4/20/2021  
Re: **Project Status**

---

Background The City of Rye (City) desires to dredge the Municipal Boat Basin and the navigation channel that connects it to the naturally deep water of Long Island Sound (LIS). Maintenance dredging is needed because the basin and channel have filled in with sediment, creating shallow water conditions. These conditions make it difficult for boats to safely navigate and berth during lower portions of the tide cycle. Various regulatory permits are needed before dredging can begin. The permits authorize the act of dredging and where the dredged sediment will be disposed. The disposal location(s) must be evaluated and selected in advance of applying for permits. Typical disposal locations include open-water (LIS), upland on-site, and upland off-site. Open-water is the traditional and typically the most cost-effective option, but the sediment must pass stringent pre-permit testing requirements. The City elected to pursue open-water disposal.

Sediment from the basin and channel was chemically tested in 2018; the New England Army Corps (NAE) determined that the sediment in the basin was unsuitable for open-water, but the sediment in the channel was suitable for open-water. However, the Corps provided an option to conduct biological testing of the basin sediment as a second and final path for open-water. While considering how to move forward with the basin, the City elected to have a permit application prepared for just the channel with open-water disposal, which was filed in July 2019. In the spring of 2020, the City elected to pursue two parallel tracks for the basin, one seeking biological testing for open-water and one evaluating upland disposal options. A request for biological sampling plan (SAP) was filed with NAE in August 2020 and the City hired Zuvic in November 2020 to lead the upland disposal evaluation work.

This memo provides a status updates on the open-water (page 2) and upland (page 3) disposal project tracks.

# MEMO #1

## City of Rye Dredging Project

---

*Open-Water (Coastline)* Coastline had a conference call with the New York Army Corps (NAN) and NAE on Thursday, April 15, 2021 to discuss the status of the pending application for the channel and the pending SAP request for the basin. The NAE has determined that the channel (~10,000-20,000 CY) and basin (~30,000 CY) will be considered one dredging project for open-water disposal purposes and will, therefore, be issuing a single/comprehensive biological sampling plan for both dredge areas—this means that if the City wants to pursue open-water for the basin, that the channel sediment must also be tested biologically. According to statutes, any dredging project requesting to dispose 25,000 CY or more into LIS and/or does not meet chemical testing standards, must pass biological testing to be deemed suitable for open-water. Both criteria are met because the NAE decided to combine the basin and channel. Based on this, the City has the following options:

1. Accept the SAP (once issued) and test sediment from both the basin and channel. This would require the City to withdraw the pending channel application. If the basin sediment fails (likely) and the channel sediment passes (likely), NAE and NAN have stated that the channel can proceed with open-water while the basin proceeds with upland, presumably under a single/new permit application.

*Estimated timeline of one comprehensive/new application:*

July/Aug 2021—update sampling/testing cost + sampling/testing work

Sep 2021—pass/fail determination from Corps

Oct 2021—file new permit applications

**Oct 2022—permit decisions**

2. Reject the SAP. This means that the City decides to pursue an upland disposal solution for the basin and proceeds with the pending channel application for open-water. The pending channel application would be modified to increase the proposed dredge volume to 20,000 CY based on the recent 2020 survey.

*Estimated timeline of two applications (basin/upland + channel/water):*

May/June 2021—submit updated channel volumes to Corps

Sep 2021—file NY permit apps for basin

Sep 2021—file CT-DEEP disposal permit app for channel

Sep 2021—update NY pending channel apps with new volumes

**Jun 2022—permit decisions**

*All timelines subject to change based on agency review time.*

# MEMO #1

## City of Rye Dredging Project

---

*Upland*  
(Zuvic)

Numerous upland disposal options for the basin sediment continue to be explored by Zuvic. The attached spreadsheet (progress draft) documents several options, including location, sediment solidification, and various associated costs.

### Discussion

Two solidification facilities appear feasible—Clean Earth New Jersey and Tipping Point New Haven. From these facilities, the dredged sediment can be disposed at Griswold, CT (associated with Tipping Point but accessible by other transport and disposal [T&D] brokers who are less expensive), two facilities in PA and NJ (associated with Clean Earth), and one at Hazelton PA (through Jack Nelson, Concorde Environmental). Other facilities could take the solidified material but are more expensive and are not included in the spreadsheet.

An out-of-region option is the Weanack Land in VA that does not require solidification; however, ocean barge transport is required and likely prohibitively expensive. Un-costed at this time are transloading of the shallow-drafted dredge barges to deep-drafted ocean barges to leave Rye and in reverse to access the Weanack facility.

The following are items that are included and excluded in the costs outlined in the spreadsheet:

### Included Costs

- Barge transport to the solidification facilities
- Solidification if required (not required for Weanack)
- T&D to/at the upland disposal/reuse facilities
- Barge cleaning (which may or may not be required)
- Testing costs for the required parameters and number of samples for acceptance by the disposal/reuse facilities
- Permitting costs are included in the T&D costs and are undertaken/completed by the disposal facilities

### Excluded Costs

- Collection of the required samples for facility approval (including barge, sampling equipment, sampling activities and associated consulting/sampling/reporting time)
- Barge mob/demo costs or other costs associated the shallow-water and deep-water barge transport
- Any required transloading costs (for transport to VA)
- Contingency costs



**Costs Associated with Dredging and Upland Disposal  
Milton Harbor Municipal Boat Basin, Rye, NY**

**DRAFT**

Disposal Facility	Location	Dredging Cost (1)	Solidification Cost	Solidification Location	Transport/Disposal Cost	Barge Transport	Barge Cleaning (if required)	# of samples	Testing Cost (CET)	Sampling Cost	TOTAL	Notes
Clean Earth - solidification and minimum T&D cost	National Park, NJ and/or Bethlehem, PA	\$1,000,000	\$945,000	Clean Earth - Jersey City, NJ	\$1,497,000	\$600,000	\$45,000.00	60	\$61,650	Unknown; would require a minimum of 120 cores	<b>\$4,148,650</b>	\$30/cy solidification plus \$45,000 mob/demob; \$25/cy upland T&D plus 4,500 cy debris disposal at \$166/cy; \$20/cy barge for transport; 3 barges cleaned at \$15,000/barge; testing on raw and amended samples required
Clean Earth - solidification and maximum T&D cost	National Park, NJ and/or Bethlehem, PA	\$1,000,000	\$945,000	Clean Earth - Jersey City, NJ	\$2,097,000	\$1,200,000	\$100,000.00	60	\$61,650	Unknown; would require a minimum of 120 cores	<b>\$5,403,650</b>	\$30/cy solidification plus \$45,000 mob/demob; \$45/cy upland T&D plus 4,500 cy debris disposal at \$166/cy; \$40/cy barge transport; 5 barges cleaned at \$20,000/barge; testing on raw and amended samples required
Green Earth Triangle - minimum solidification and T&D costs	Griswold, CT	\$1,000,000	\$1,290,000	Tipping Point - New Haven, CT	\$930,000	\$600,000	\$45,000.00	17	\$19,706	Unknown; would require a minimum of 70 cores	<b>\$3,884,706</b>	\$43/cy solidification; \$31/cy upland disposal plus \$20/cy barge transport; 3 barges cleaned at \$15,000/barge
Green Earth Triangle - maximum solidification and T&D costs	Griswold, CT	\$1,000,000	\$1,830,000	Tipping Point - New Haven, CT	\$1,650,000	\$1,200,000	\$100,000.00	17	\$19,706	Unknown; would require a minimum of 70 cores	<b>\$5,799,706</b>	\$61/cy solidification; \$55/cy upland disposal plus \$40/cy barge transport; 5 barges cleaned at \$20,000/barge
Hazleton Creek - minimum solidification and T&D costs	Hazleton, PA	\$1,000,000	\$1,290,000	Tipping Point - New Haven, CT	\$1,050,000	\$600,000	\$45,000.00	30	\$32,963	Unknown; would require a minimum of 120 cores	<b>\$4,017,963</b>	\$43/cy solidification; \$35/cy upland disposal plus \$20/cy barge transport; 3 barges cleaned at \$15,000/barge
Hazleton Creek - maximum solidification and T&D costs	Hazleton, PA	\$1,000,000	\$1,830,000	Tipping Point - New Haven, CT	\$1,050,000	\$1,200,000	\$100,000.00	30	\$32,963	Unknown; would require a minimum of 120 cores	<b>\$5,212,963</b>	\$61/cy solidification; \$35/cy upland disposal plus \$40/cy barge transport; 5 barges cleaned at \$20,000/barge
Weanack Land	Charles City, VA	\$1,000,000	NA	NA	\$270,000	\$2,250,000	Unknown	3	\$3,296	Not required	<b>\$3,523,296</b>	\$2,250,000 estimate for barge transport to VA; \$9/cy upland disposal (no transport); doesn't include barge mobilization fee, transloading in Rye or VA, or contingencies (all currently unknown); lab testing parameters assumed but unknown

Note:

1. Approximate dredging cost provided by Coastline Consulting, LLC based on previous estimates (\$30+ per cy).

# MEMO #2

## City of Rye Dredging Project

Coastline Consulting & Development, LLC

To: Ryan Coyne, City Engineer  
From: David R. Provencher, Coastline Consulting & Development, LLC  
CC: Victoria L. Man, LEP, Zuvic; File  
Date: 6/2/2021  
Re: **Project Status + Timeline**

---

### Status

Based on instructions from the City, Coastline submitted a request to the New York USACE to withdraw the pending Biological Sampling Plan for open-water disposal. This means that the City decided to pursue an upland disposal solution for the basin and proceed with the pending channel permit application for open-water disposal. The permitted dredge volumes for both projects will be based on a 2021 Hydrographic Survey that is scheduled for June 8, 2021.

#### Channel Permitting *Estimated* Timeline:

Jun 2021—complete 2021 hydro survey

Jun 2021—submit updated volumes to NE USACE for suit det (3+ month review)\*

Jun 2021—submit updated volume docs to NYDEC/USACE (1 year review)\*

Oct 2021—obtain updated suitability determination from NE USACE

Oct 2021—submit updated suitability determination to NYDEC/USACE\*

Oct 2021—file CT-DEEP disposal permit application (3+ month review)\*

**Jun 2022—dredging/disposal permit decisions (x3):** DEC, USACE, CT-DEEP

#### Basin Permitting *Estimated* Timeline:

Jun 2021—complete 2021 hydro survey

Jun 2021—obtain preliminary acceptance letters from disposal facilities

Jul 2021—file permit application with NY agencies (DEC, USACE, DOS, OGS)\*

Spring 2022—conduct sampling/testing for disposal facilities to accept material\*

**Jun 2022—dredging permit decisions (x2):** DEC, USACE

*\*Start of regulatory/facility review; timelines subject to change based on actual review time.*

# Milton Harbor Dredging Project City of Rye

## 2021 Project Dredge Volumes

Volume Computations are based on June 9, 2021 survey data and were performed using Hypack Version 21.0.0.0, Tin Model

<b>Footprint</b>	Dredge Depth	Volume (y <sup>3</sup> )
Milton Harbor Comprehensive (Full Federal Channel & Basin)	-6.0 + 1.0	131,540.5
Proposed 75' Channel	-5.0	20,938.5
Proposed Basin	-6.0 + 1.0	42,764.3

## Fill Volume Estimates 2015-2019

Volume Computations are based on November 16, 2015 (baseline) and June 5, 2019 survey data and were performed using Hypack Version 20.1.15.0, Tin Model

<b>Footprint</b>	Dredge Depth	Volume (y <sup>3</sup> )
Milton Harbor Comprehensive	-6.0 + 1.0	25,159.1
	No Depth	26,361.8

## Fill Volume Estimates 2019-2020

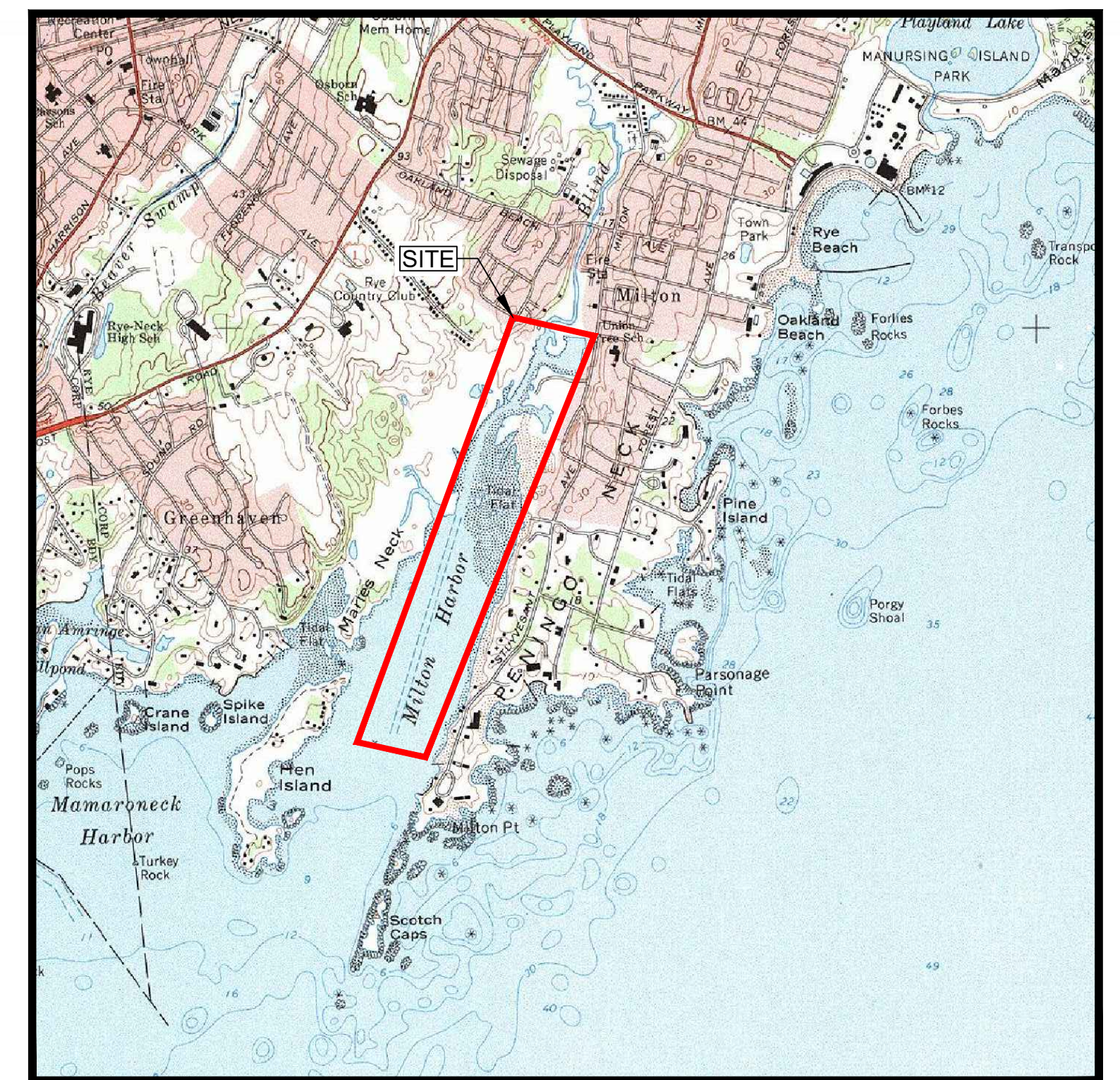
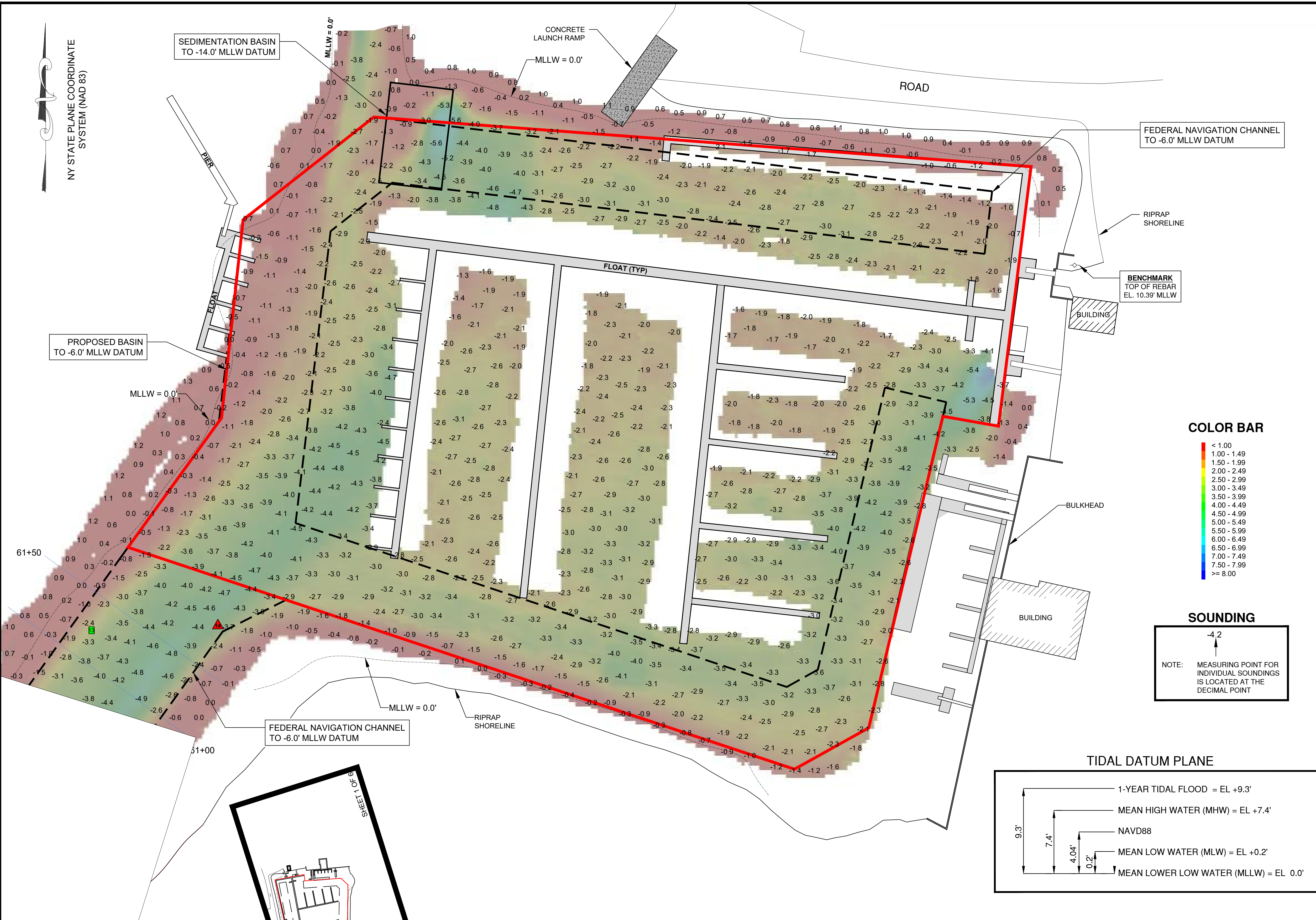
Volume Computations are based on the difference between 2015-2020 fill totals and 2015 - 2019 fill totals.

<b>Footprint</b>	Dredge Depth	Volume (y <sup>3</sup> )
Milton Harbor Comprehensive	-6.0 + 1.0	2,982.6
	No Depth	2,998.0

## Fill Volume Estimates 2020-2021

Volume Computations are based on the difference between 2015-2020 fill totals and 2015 - 2021 fill totals.

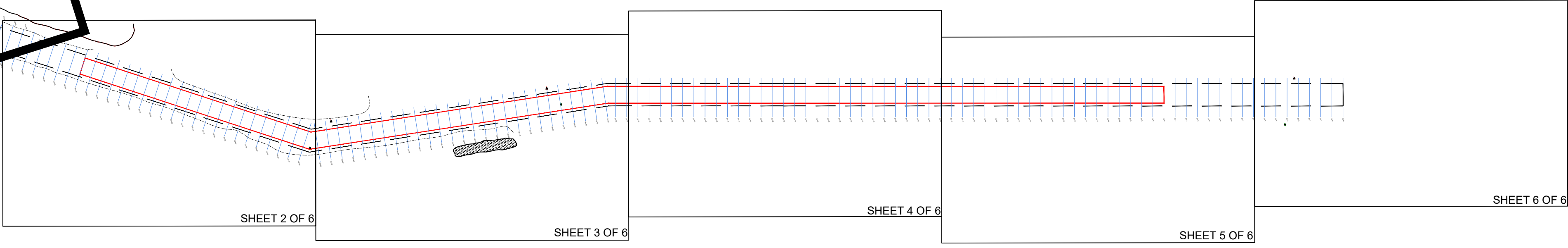
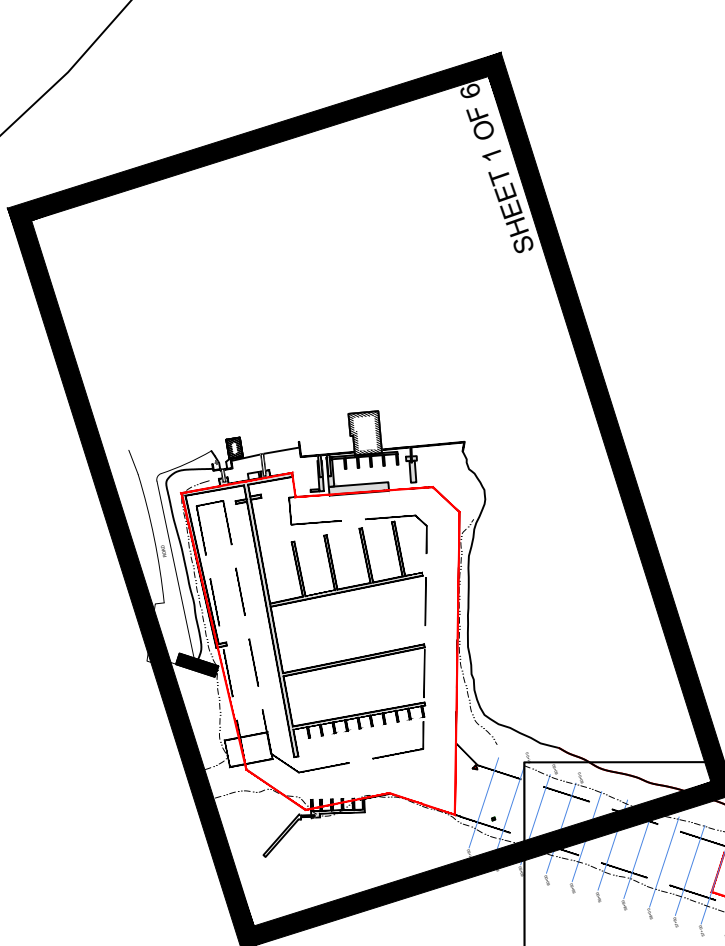
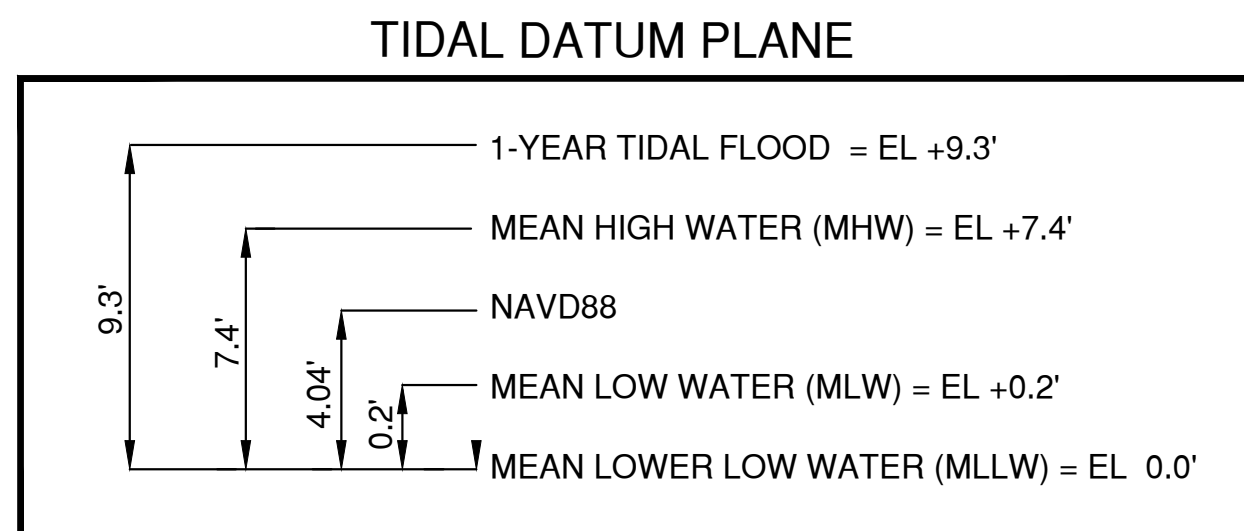
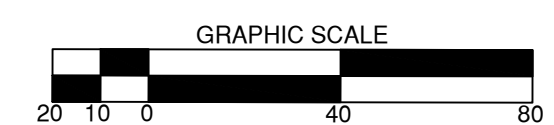
<b>Footprint</b>	Dredge Depth	Volume (y <sup>3</sup> )
Milton Harbor Comprehensive	-6.0 + 1.0	5,980.7
	No Depth	6,031.8



SITE LOCATION MAP  
SCALE 1:24,000

**NOTES**

1. HYDROGRAPHIC SURVEY NOTES:
  - A. THE HYDROGRAPHIC SOUNDINGS DEPICTED ON THE SURVEY REPRESENT THE RESULTS OF A HYDROGRAPHIC SURVEY PERFORMED ON 6/9/2021 (SOUNDINGS) BY COASTLINE CONSULTING & DEVELOPMENT, LLC (TIMOTHY MCCARTHY, CERTIFIED HYDROGRAPHER, CERTIFICATE No. 296) AND CAN ONLY BE CONSIDERED TO INDICATE CONDITIONS EXISTING AT THAT TIME.
  - B. THE HYDROGRAPHIC SURVEY DATA WAS COLLECTED USING A MULTI-BEAM SURVEY SYSTEM. POSITION AND TIDE ELEVATIONS WERE OBTAINED BY HEMISPHERE REAL-TIME KINEMATIC (RTK) GNSS EQUIPMENT AND SOUNDINGS WERE OBTAINED WITH A TELEDYNE ODOM MBI TRANSDUCER OPERATING AT 204 KHZ.
  - C. THE BENCHMARK IS A PIECE OF STEEL REBAR WITH A BLUE PLASTIC CAP LOCATED NEAR THE ACCESS RAMP OF THE MAIN DOCK AT THE RYE BOAT BASIN. ITS HORIZONTAL LOCATION IS N 288426.06' / E 1070019.00' NEW YORK LONG ISLAND STATE PLANE COORDINATES. BENCHMARK AND COORDINATE SYSTEM TAKEN FROM REFERENCE MAP 2A.
  - D. THE TECHNIQUES UTILIZED TO PERFORM THIS SURVEY MEET OR EXCEED THOSE STANDARDS DESCRIBED FOR A CLASS 1 GENERAL CONDITION SURVEY IN SOFT BOTTOM CONDITIONS WITHIN THE U.S. ARMY CORPS OF ENGINEERS HYDROGRAPHIC SURVEY MANUAL (EM-1110-2-1003).
  - E. THE SOUNDING INFORMATION ON THIS MAP IS REPRESENTATIVE OF A LARGER DATA SET AND SHOULD NOT BE USED TO DETERMINE VOLUMES. THE LARGER DATA SET CAN BE MADE AVAILABLE UPON REQUEST.
  - F. THE PLOTTED SOUNDINGS ARE REPRESENTATIVE BY THE AVERAGE VALUE OF A 3' x 3' CELL AND THEN SORTED TO FIT THE SCALE OF THE MAP.
2. REFERENCE IS MADE TO THE FOLLOWING:
  - A. "FATHOMETRIC SURVEY PREPARED FOR CITY OF RYE, 850 MILTON ROAD, RYE, NY, 10580, SHEETS 1-3 OF 3", DATED MARCH 27 & 28, 2013, SCALE 1" = 100', AND PREPARED BY HYDROGRAPHIC SURVEYS, SEWELL, NEW JERSEY.
  - B. "MILTON HARBOR, NEW YORK, CONDITIONS SURVEY, SHEETS 1-4 OF 4", SCALE 1" = 50', DATED OCTOBER 5, 6 & 7 OCTOBER 2010, AND PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT.
3. ELEVATIONS ARE REFERENCED TO THE MEAN LOWER LOW WATER TIDAL DATUM.
4. THIS MAP IS FOR PLANNING PURPOSES ONLY. NOT ALL IMPROVEMENTS AND FEATURES HAVE BEEN DEPICTED.
5. SITE MAY BE SUBJECT TO AND/OR TOGETHER WITH CERTAIN LITTORAL, RIPARIAN, OR OTHER RIGHTS AS PER THE RECORD MAY APPEAR.
6. ANY UNDERGROUND AND/OR UNDERWATER UTILITY, STRUCTURE, AND FACILITY LOCATIONS DEPICTED AND/OR NOTED HEREON MAY HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES, FROM PAROLE TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE. THE LOCATIONS OF WHICH ARE UNKNOWN TO COASTLINE CONSULTING & DEVELOPMENT, LLC. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO ANY CONSTRUCTION.



MATCH TO SHEET 2

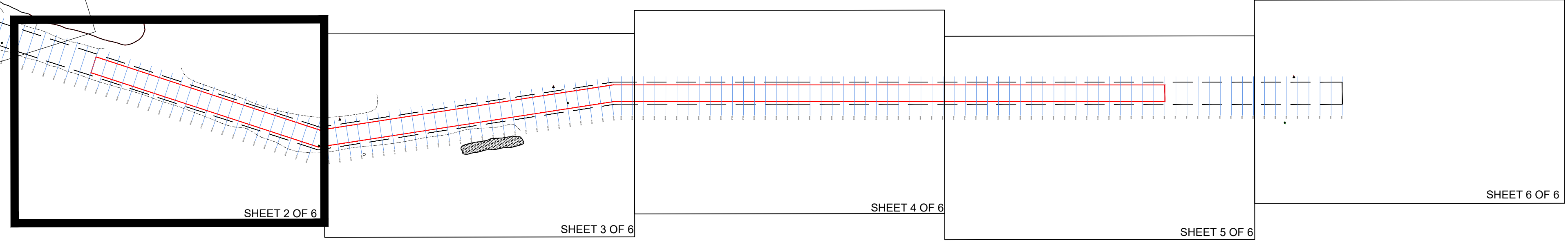
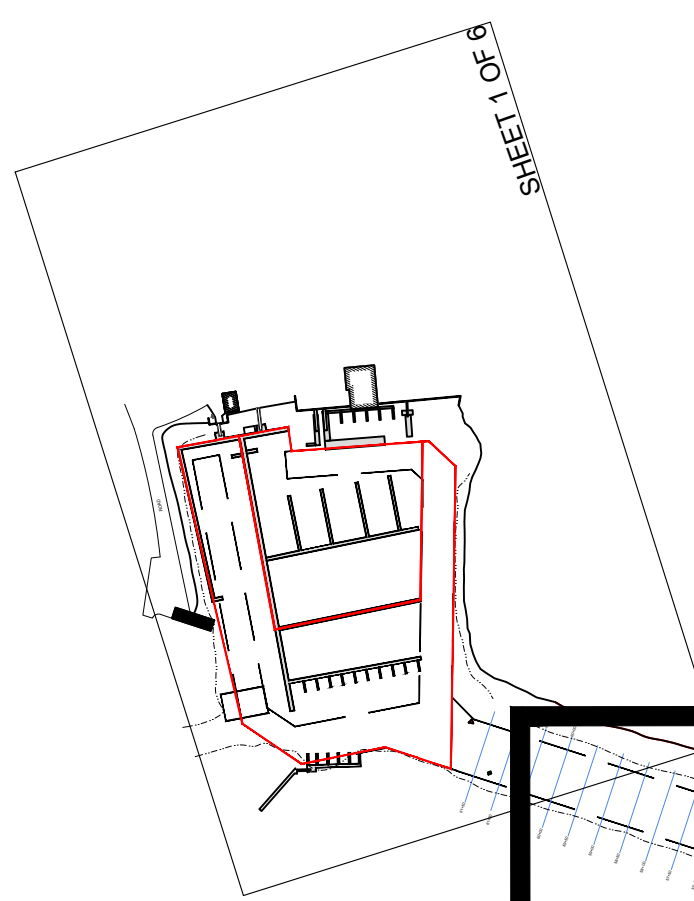
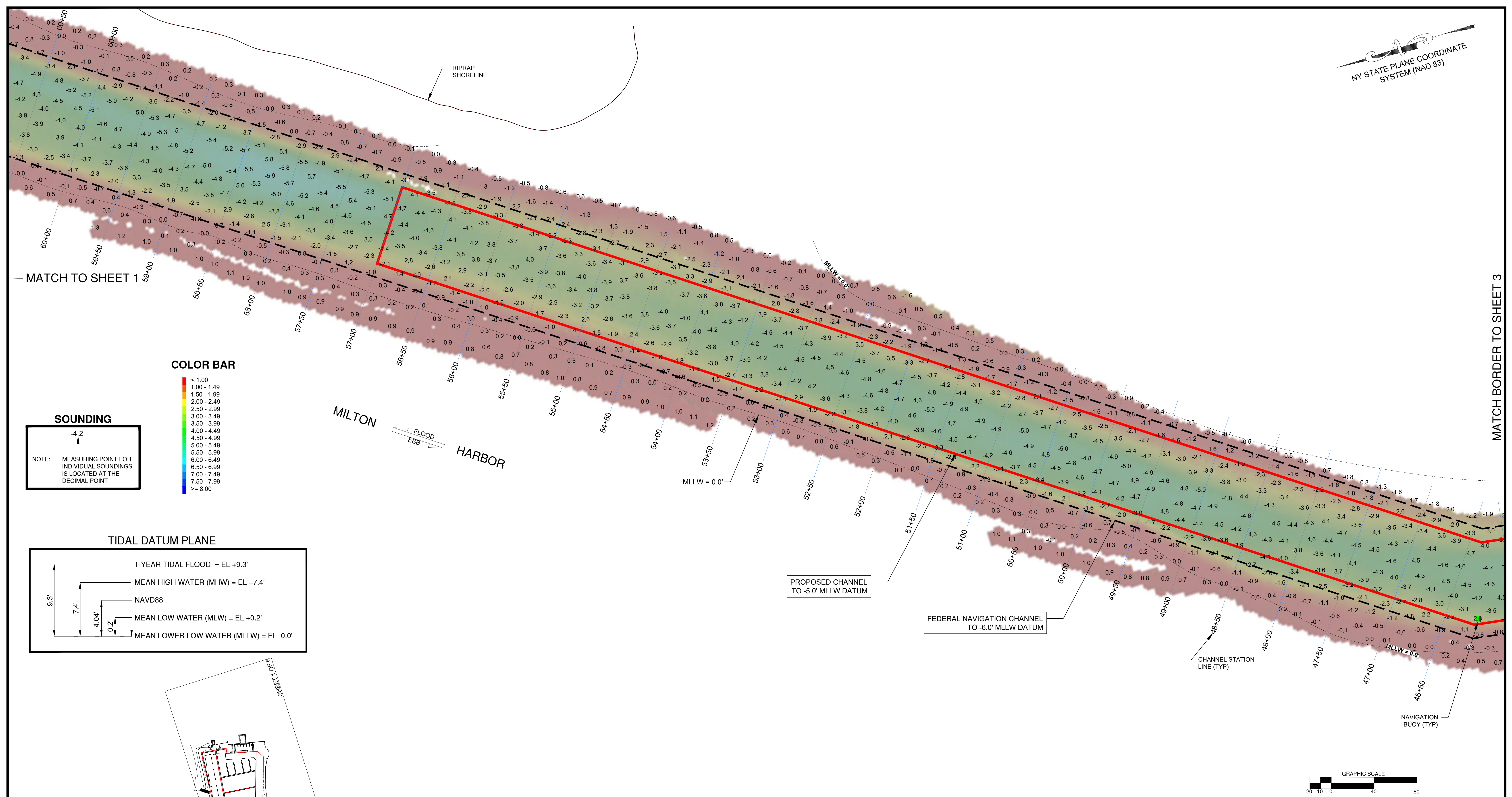
**SHEET INDEX MAP**

**Coastline Consulting & Development**  
 57-B East Industrial Road, Branford, CT 06405  
 (203) 433-4486

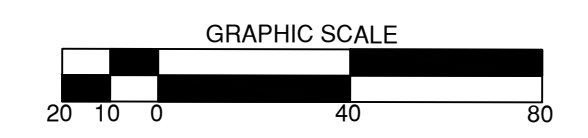
HYDROGRAPHIC SURVEY

MILTON HARBOR NAVIGATION CHANNEL & RYE BOAT BASIN  
 RYE, NEW YORK

SURVEY DATE: JUNE 9, 2021	SHEET 1 OF 6	SCALE 1" = 40'
------------------------------	--------------	----------------



**SHEET INDEX MAP**



**Coastline Consulting & Development**  
 57-B East Industrial Road, Branford, CT 06405  
 (203) 433-4486

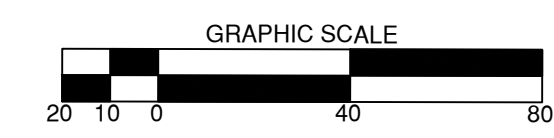
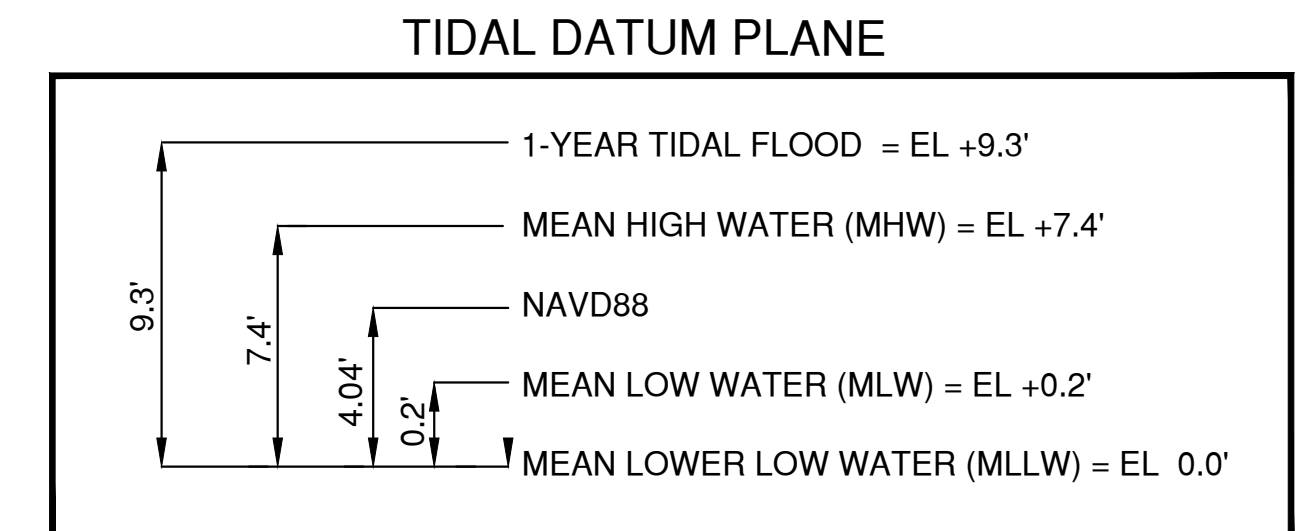
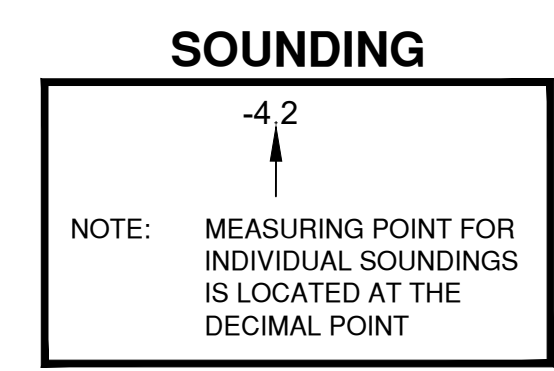
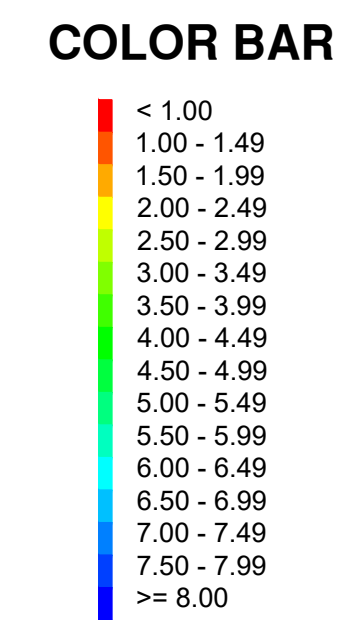
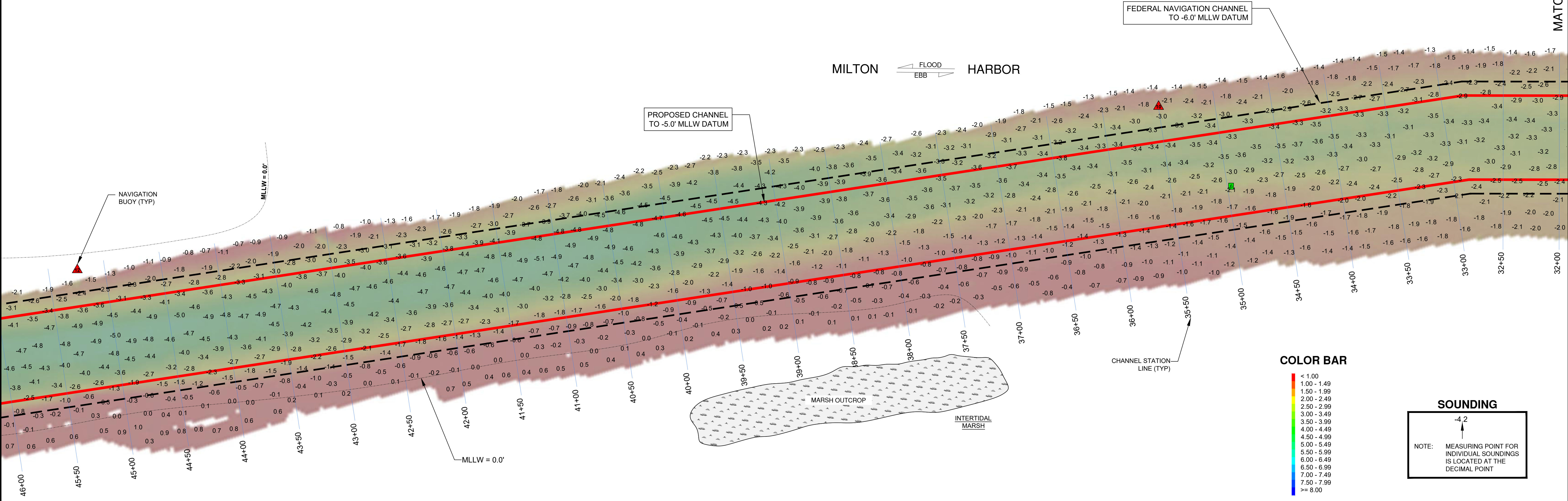
HYDROGRAPHIC SURVEY

MILTON HARBOR NAVIGATION  
 CHANNEL & RYE BOAT BASIN  
 RYE, NEW YORK

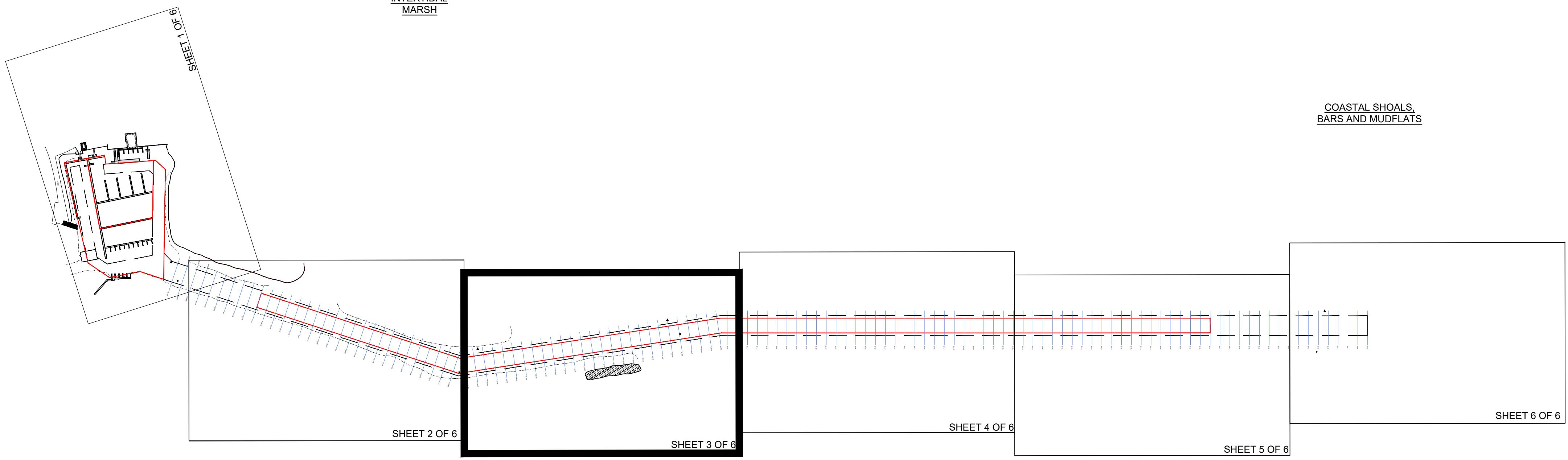
SURVEY DATE: JUNE 9, 2021	SHEET 2 OF 6	SCALE 1" = 40'
------------------------------	--------------	----------------

NY STATE PLANE COORDINATE SYSTEM (NAD 83)

MATCH BORDER TO SHEET 4



MATCH BORDER TO SHEET 2



SHEET INDEX MAP

**Coastline Consulting & Development**  
 57-B East Industrial Road, Branford, CT 06405  
 (203) 433-4486

---

HYDROGRAPHIC SURVEY

---

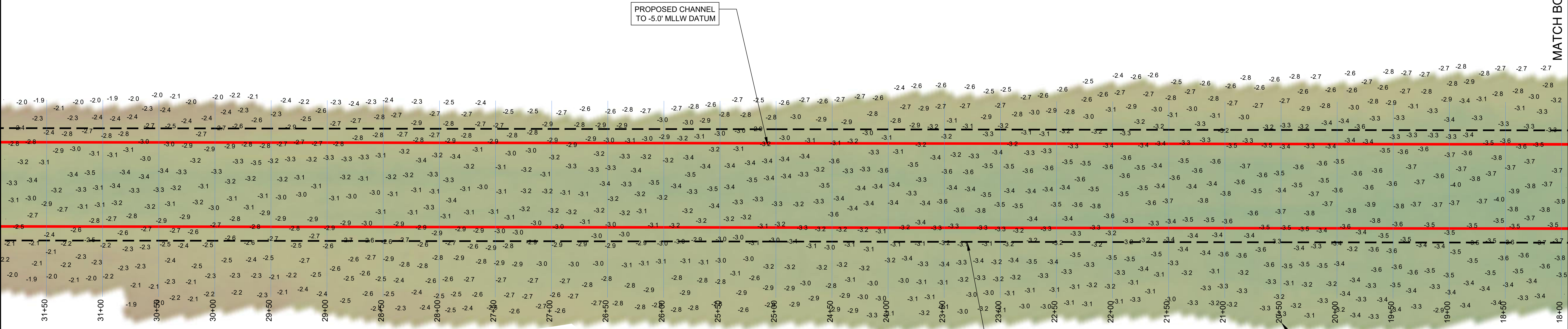
MILTON HARBOR NAVIGATION CHANNEL & RYE BOAT BASIN  
 RYE, NEW YORK

---

SURVEY DATE: JUNE 9, 2021	SHEET 3 OF 6	SCALE 1" = 40'
------------------------------	--------------	----------------

NY STATE PLANE COORDINATE SYSTEM (NAD 83)

MATCH BORDER TO SHEET 5

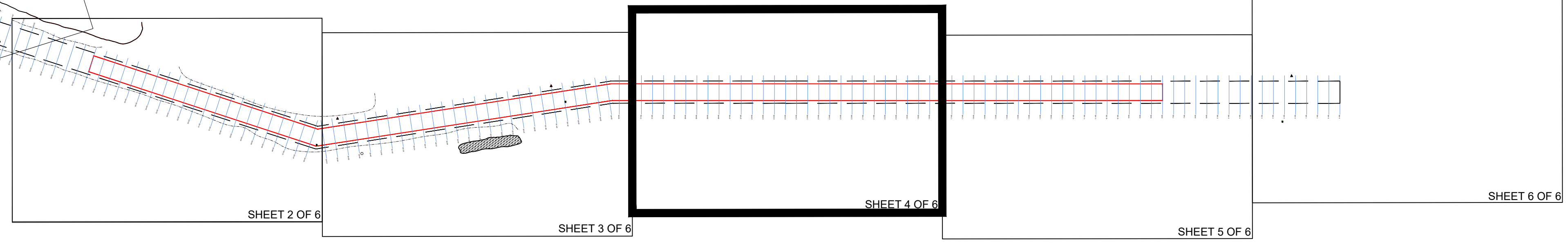
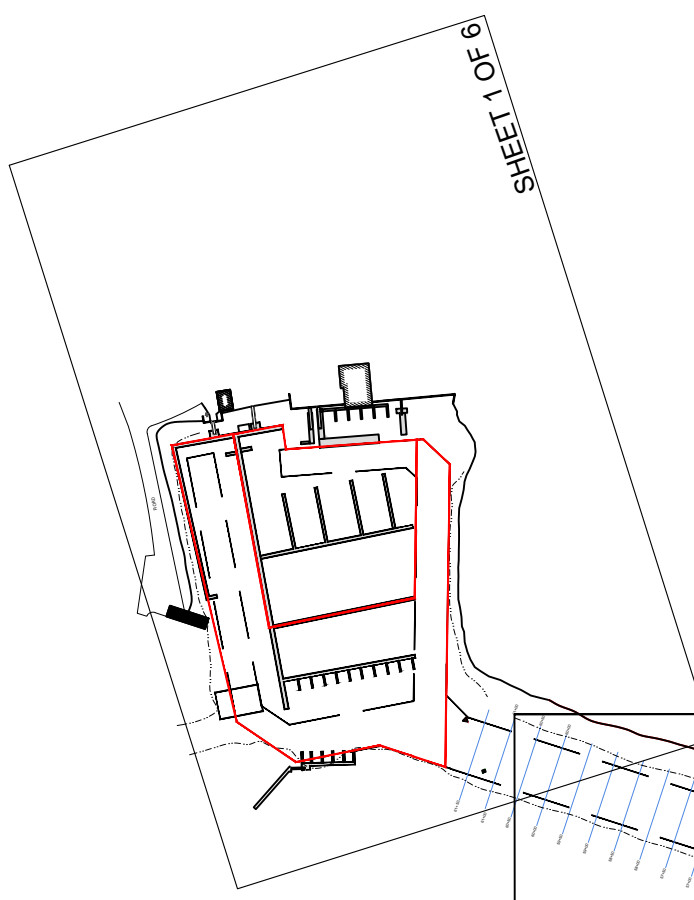
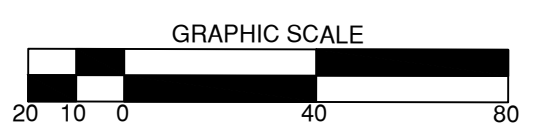
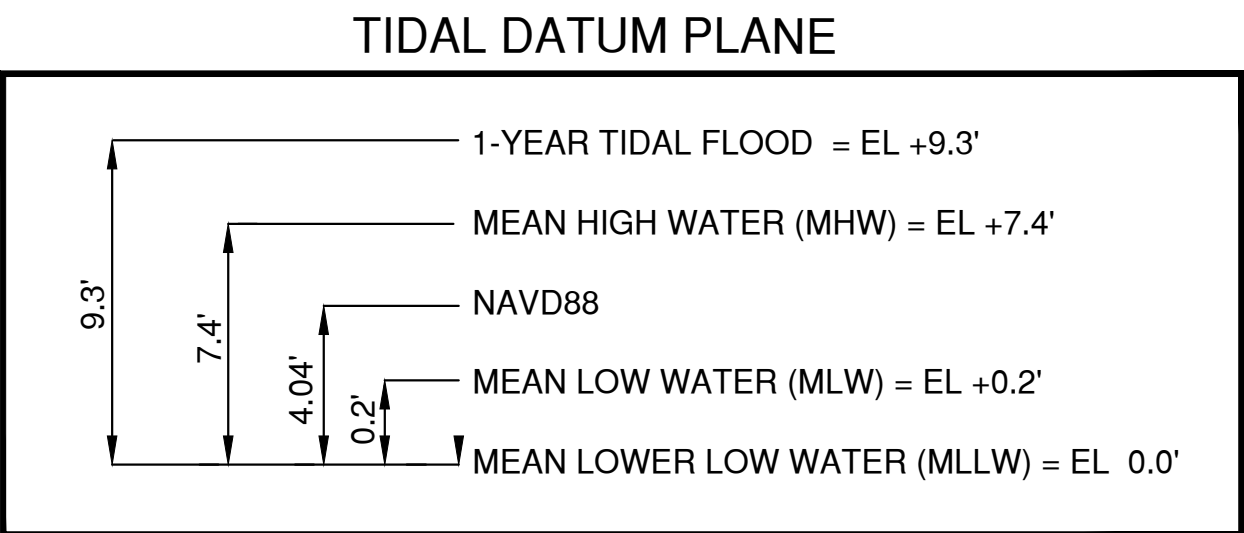
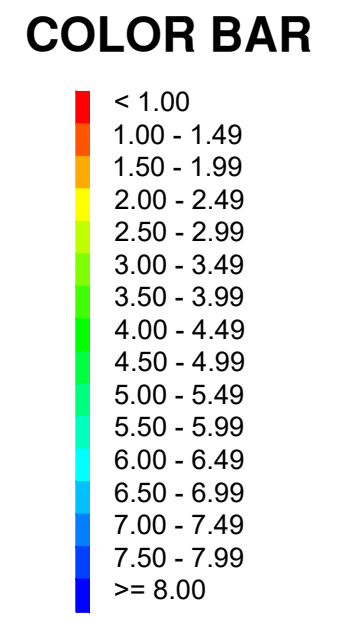


MATCH BORDER TO SHEET 3

MILTON HARBOR

FEDERAL NAVIGATION CHANNEL TO -6.0' MLLW DATUM

**SOUNDING**  
 4.2  
 NOTE: MEASURING POINT FOR INDIVIDUAL SOUNDINGS IS LOCATED AT THE DECIMAL POINT



**SHEET INDEX MAP**

**Coastline Consulting & Development**  
 57-B East Industrial Road, Branford, CT 06405  
 (203) 433-4486

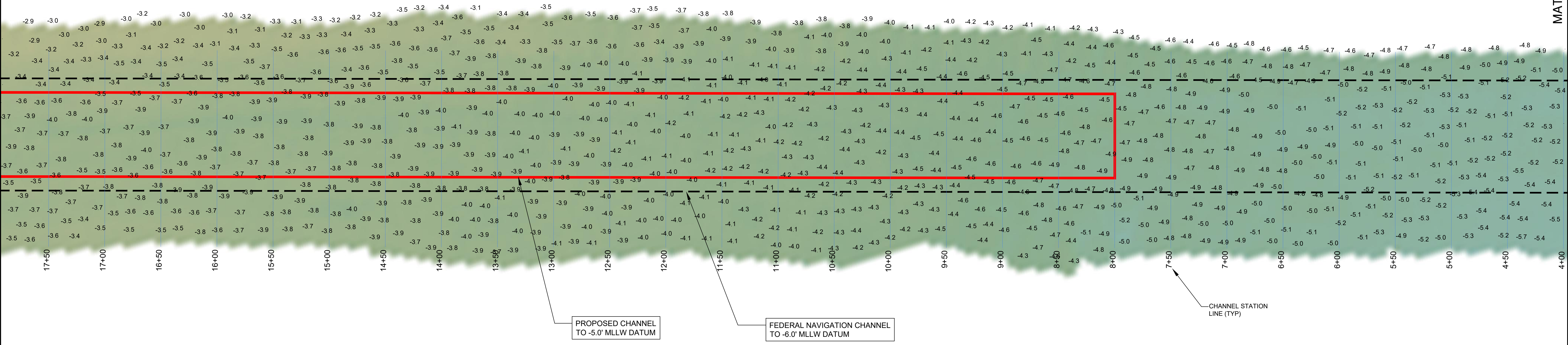
HYDROGRAPHIC SURVEY

MILTON HARBOR NAVIGATION CHANNEL & RYE BOAT BASIN  
 RYE, NEW YORK

SURVEY DATE: JUNE 9, 2021    SHEET 4 OF 6    SCALE 1" = 40'

NY STATE PLANE COORDINATE SYSTEM (NAD 83)

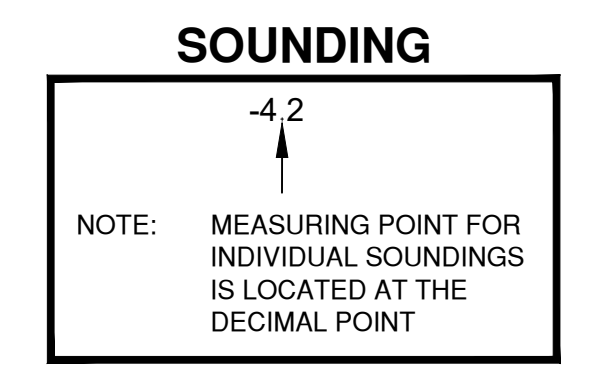
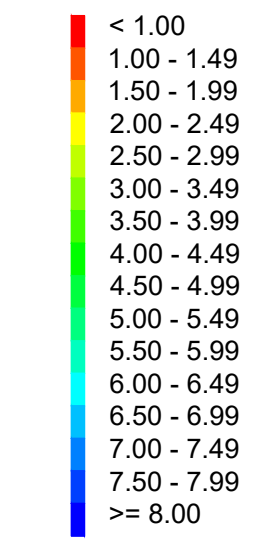
MATCH BORDER TO SHEET 6



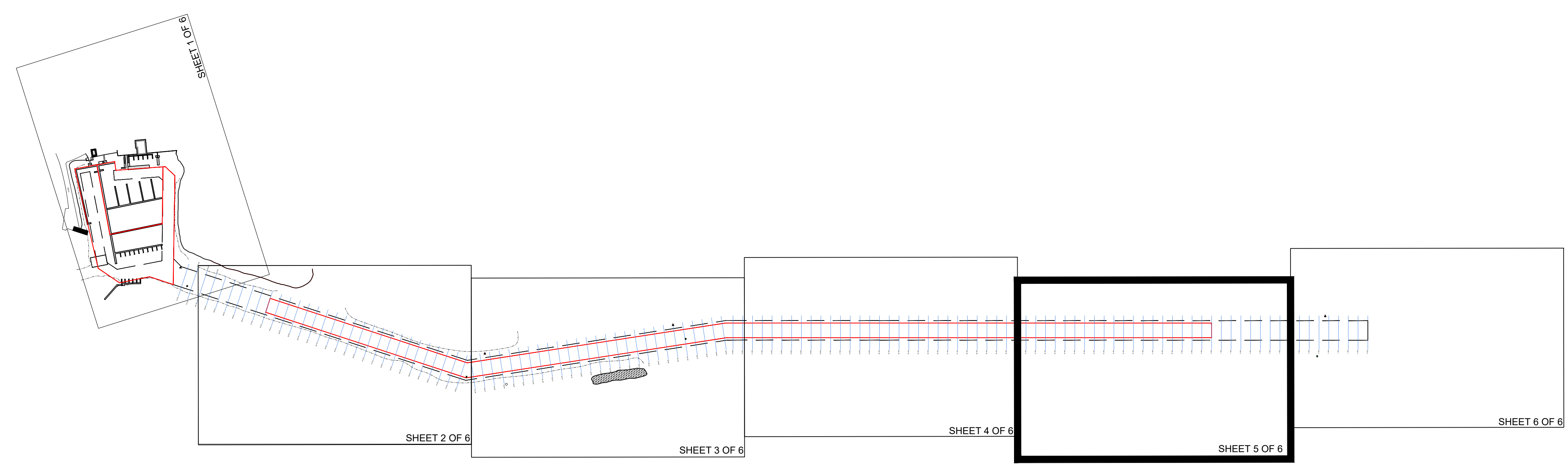
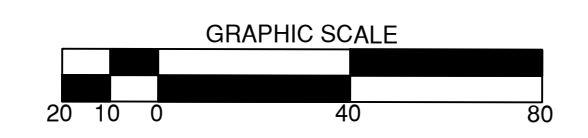
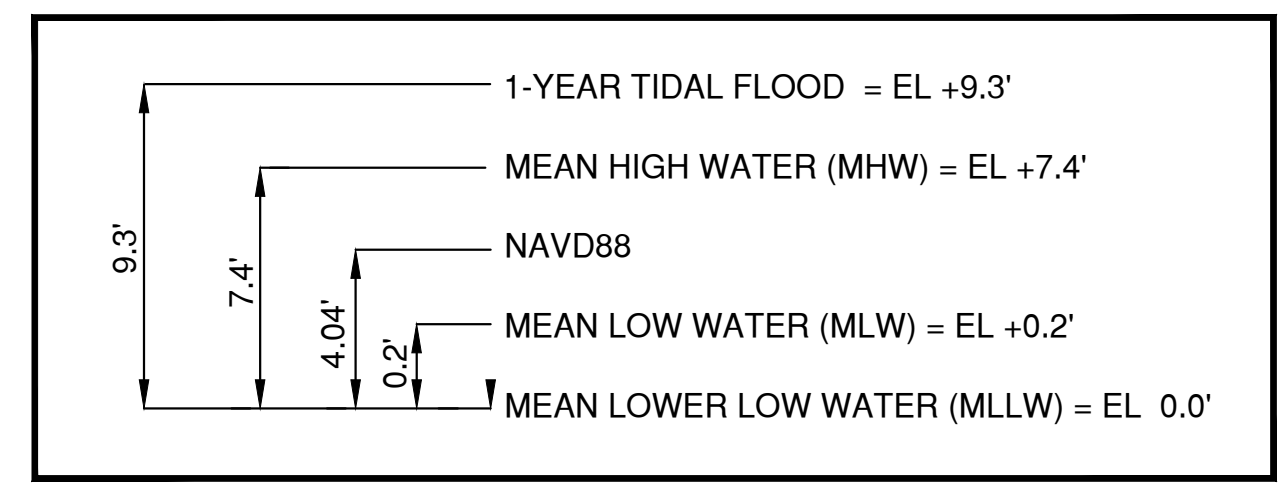
MATCH BORDER TO SHEET 4

MILTON FLOOD EBB HARBOR

COLOR BAR



TIDAL DATUM PLANE



SHEET INDEX MAP

**Coastline Consulting & Development**  
 57-B East Industrial Road, Branford, CT 06405  
 (203) 433-4486

---

HYDROGRAPHIC SURVEY

---

MILTON HARBOR NAVIGATION CHANNEL & RYE BOAT BASIN  
 RYE, NEW YORK

---

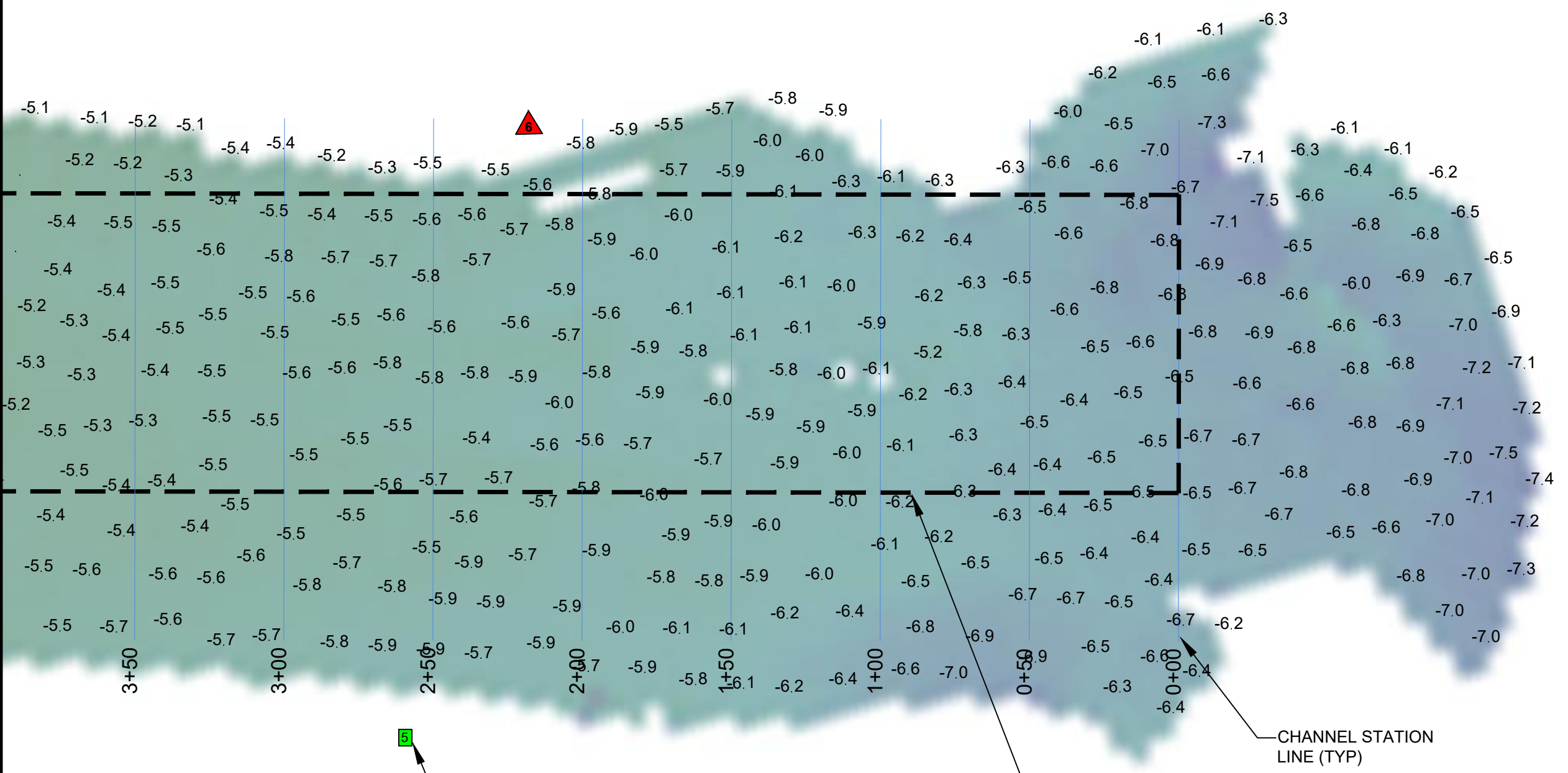
SURVEY DATE: JUNE 9, 2021	SHEET 5 OF 6	SCALE 1" = 40'
------------------------------	--------------	----------------



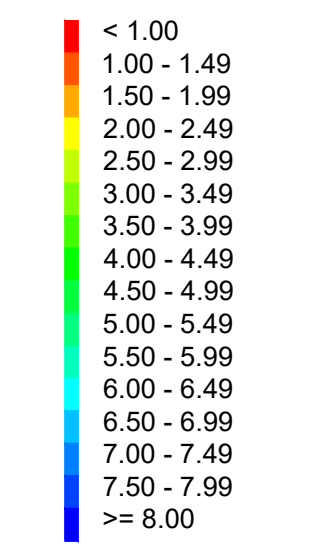
NY STATE PLANE COORDINATE SYSTEM (NAD 83)

MATCH BORDER TO SHEET 5

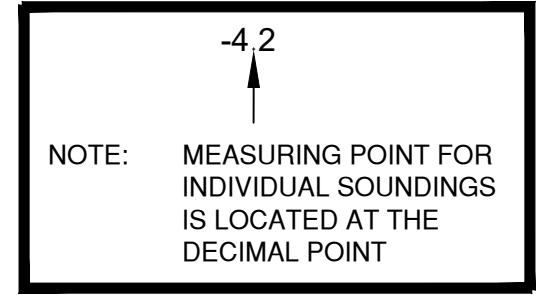
MILTON FLOOD EBB HARBOR



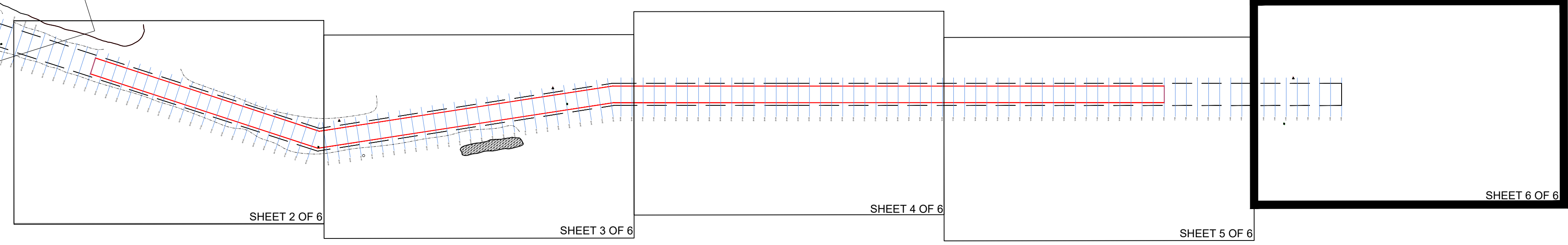
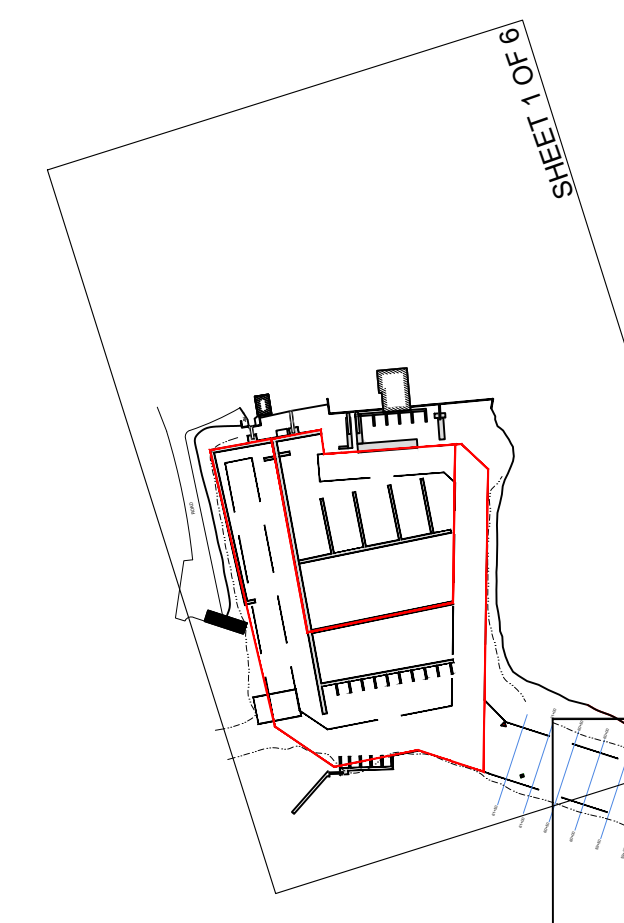
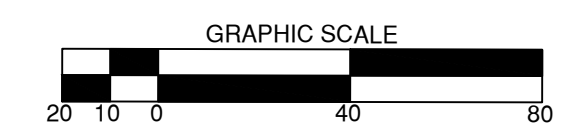
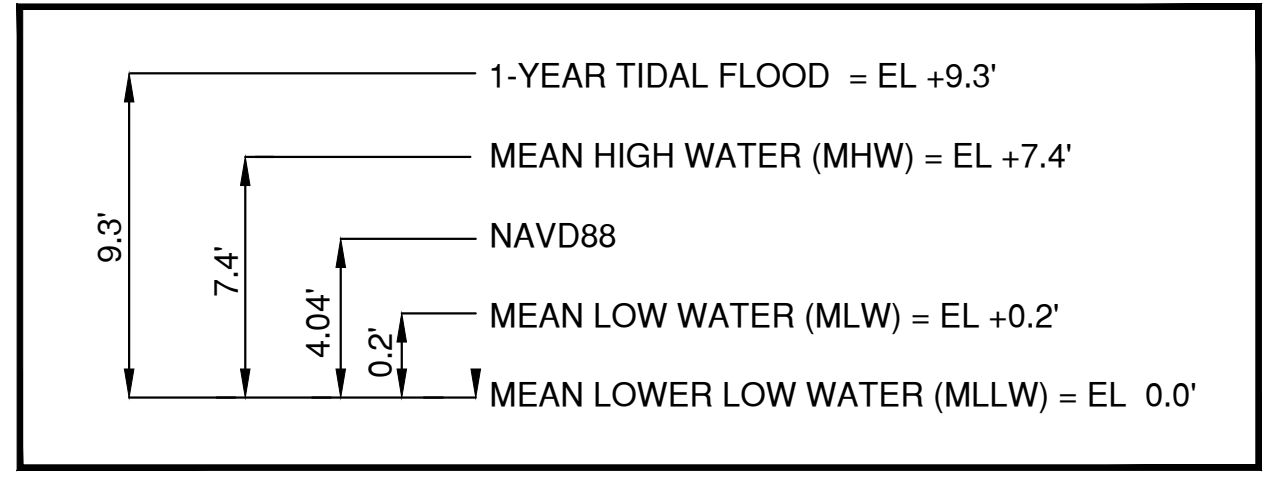
**COLOR BAR**



**SOUNDING**



**TIDAL DATUM PLANE**



**SHEET INDEX MAP**

**Coastline Consulting & Development**  
 57-B East Industrial Road, Branford, CT 06405  
 (203) 433-4486

HYDROGRAPHIC SURVEY

MILTON HARBOR NAVIGATION CHANNEL & RYE BOAT BASIN  
 RYE, NEW YORK

SURVEY DATE: JUNE 9, 2021 SHEET 6 OF 6 SCALE 1" = 40'

# Milton Harbor Dredging Project City of Rye

prepared 9 September 2021

## Fill Volume Estimates 2015-2019

Volume computations are based on November 16, 2015 (baseline) and June 5, 2019 survey data and were performed using Hypack Version 20.1.15.0, Tin Model

Footprint	Dredge Depth	Volume (y <sup>3</sup> )
Basin	-6.0 + 1.0	10,011
75' Channel	-5.0	7,776

## Fill Volume Estimates 2019-2020

Volume Computations are based on the difference between 2015-2020 fill totals and 2015-2019 fill totals

Footprint	Dredge Depth	Volume (y <sup>3</sup> )
Basin	-6.0 + 1.0	936
75' Channel	-5.0	1,565

## Fill Volume Estimates 2020-2021

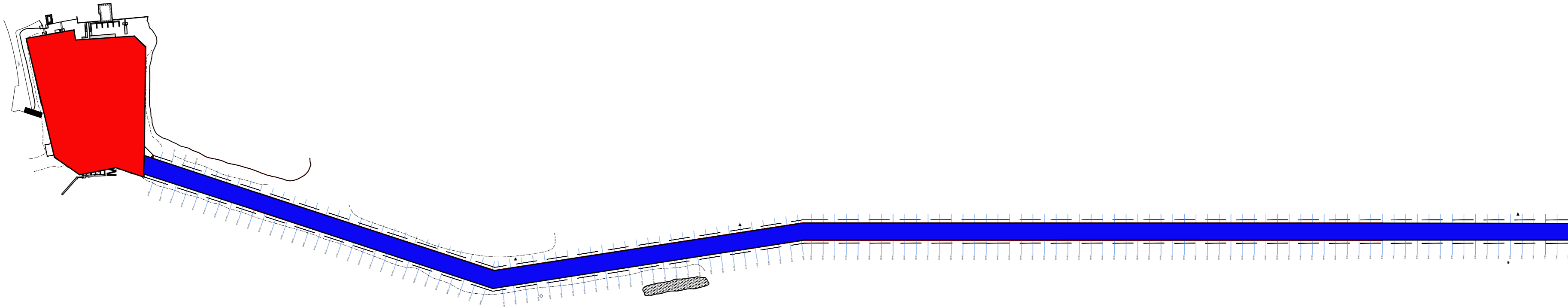
Volume computations are based on the difference between 2015-2020 fill totals and 2015-2021 fill totals

Footprint	Dredge Depth	Volume (y <sup>3</sup> )
Basin	-6.0 + 1.0	1,961
75' Channel	-5.0	2,899

## ESTIMATED ANNUAL SILTATION RATE

Volume computations are based on fill totals from November 2015 to June 2021 (5.5 years)

Footprint	Dredge Depth	Volume (y <sup>3</sup> )
Basin	-6.0 + 1.0	<b>2,347</b>
75' Channel	-5.0	<b>2,225</b>





# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Open the public hearing to opt-out of allowing adult-use cannabis retail dispensaries or on-site consumption licenses by passing a local law as defined in Legislation (S.854-A/A.1248-A): New York's Marijuana Regulation and Taxation Act.

**FOR THE MEETING OF:**

September 22, 2021

**RECOMMENDATION:** That the Council consider a local law to opt-out of allowing adult-use cannabis retail dispensaries or on-site consumption licenses.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

In March, Governor Andrew M. Cuomo signed legislation (S.854-A/A.1248-A) legalizing adult-use cannabis, As part of the bill, cities, towns, and villages may opt-out of allowing adult-use cannabis retail dispensaries or on-site consumption licenses by passing a local law by December 31, 2021.

Attached is the local law for municipal opt out .as well as a cannabis briefing from the City Manager.

Greg Usry  
City Manager  
1051 Boston Post Road  
Rye, New York 10580



Tel: (914) 967-7404  
E-mail: [gusry@ryeny.gov](mailto:gusry@ryeny.gov)  
<http://www.ryeny.gov>

**CITY OF RYE**  
**Office of the City Manager**

**To: Mayor Cohn and City Council**

**From: Greg Usry**

**Re: The Marijuana Regulation and Taxation Act (MRTA)**

**Date: August 20, 2021**

---

In March, the former Governor signed the Marijuana Regulation and Taxation Act, for the stated purpose of creating a regulated and taxed cannabis industry in New York State. Although the possession and use of cannabis took effect immediately, the sale is not expected to begin until 2022-23.

The MRTA establishes two new State agencies, the New York State Cannabis Control Board and the Office of Cannabis Management. The regulatory framework is expected to be very similar to the manner by which the State regulates alcohol and takes control away from local jurisdictions. The MRTA creates a heavily regulated market requiring individuals and organizations to obtain a license before engaging in all types of cannabis businesses.

The law does provide for the inspection of Licensed Operators by local authorities to assure compliance with the NYS Cannabis Law, as well as local building, fire, health and safety codes.

Under the legislation, localities are permitted to opt out of allowing retail dispensaries or on-site consumption businesses from operating within their borders. To do so, the municipality must adopt a local law by December 31, 2021. No one is permitted to opt out after 2021. Procedurally, any local law adopted by the City is subject to a permissive referendum and will not take effect until 45 days after its adoption; and further subject to a referendum if a petition is filed with sufficient support of the qualified electorate. In addition to the opt-out, a municipality can choose to permit the sales and on-site use by designating "time, place and manner" regulations within the City limits or by allowing sales and use without limitation.

In considering the opt-out, it is important to understand the economic implications of the law and any decision to opt out or limit. Under the law, a 13% sales tax is collected on the sale of all products. Of the 13%, 4% is remitted to the locality with 3% going to the City and 1% to the County. The remaining 9% goes to the State. No monies are remitted to those municipalities that opt out of the zoning.

Based upon various industry experts, it is reasonable to assume that annual retail sales is \$1,000 per square foot. Assuming a 500-1,000 s.f. dispensary, this would translate into approximately \$15-30k per store per year in sales tax revenues.

**CITY OF RYE  
LOCAL LAW NO. 2021**

**A local law adopted pursuant to Cannabis Law § 131 opting out of licensing and establishing retail cannabis dispensaries and/or on-site cannabis consumption establishments within the City of Rye by adding a new Chapter 155 “Retail Dispensary and On-Site Consumption Licenses of Cannabis Prohibited.”**

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

**Section 1.**

**§ 155-1. Legislative Intent**

It is the intent of this local law to opt the City of Rye out of hosting retail cannabis dispensaries and/or on-site cannabis consumption establishments within its boundaries.

**Section 2.**

**§ 155-2. Authority**

This local law is adopted pursuant to Cannabis Law § 131, which expressly authorizes cities to opt-out of allowing retail cannabis dispensaries and/or on-site cannabis consumption establishments to locate and operate within their boundaries.

**Section 3.**

**§ 155-3. Local Cannabis Retail Dispensary and/or On-Site Consumption Opt-Out**

The City Council of the City of Rye hereby opts-out of allowing retail cannabis dispensaries and/or on-site cannabis consumption establishments from locating and operating within the boundaries of the City of Rye.

**Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date**

This local law shall take effect immediately upon filing with the Secretary of State. Pursuant to Cannabis Law § 131, this local law is subject to a permissive referendum and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 14, 2021

CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Consideration to extend through December 31, 2021 the moratorium in the City of Rye temporarily prohibiting the review, processing or approval of any new application related to a subdivision or re subdivision of property or, alternatively, prohibiting the issuance of any building permit for any development on subdivision plats filed after June 1, 2020, development on steep slopes or the placement of a residential structure with its front not oriented towards a front yard for the duration of this moratorium.

**FOR THE MEETING OF:**

September 22, 2021

**RYE CITY CODE,**

**CHAPTER**

**SECTION**

**RECOMMENDATION:** That the Council consider extending the moratorium.

RESOLVED that the City Council extends the moratorium through December 31, 2021.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

## **BACKGROUND:**

Given significant delays caused by Tropical Storm Ida, meetings to draft and finalize any new local laws related to the moratorium have had to be recheduled. To ensure sufficient time is dedicated to the creation of these laws, the moratorium deadline would need to be extended.

Prospective Moratorium – Applications received prior to April 7, 2021 are not impacted

**CITY OF RYE**

**LOCAL LAW NO. \_\_ OF 2021**

**A Local Law adopting a six-month moratorium in the City of Rye temporarily prohibiting the review, processing or approval of any new<sup>1</sup> application related to a subdivision or re-subdivision of property, the development on steep slopes or the placement of a residential building with its front not oriented towards a front yard for the duration of this moratorium.**

WHEREAS, in recent years, the City of Rye’s land use boards have become increasingly concerned with the configuration of properties proposed within subdivisions; and

WHEREAS, the City Council would like to address the maneuvering of lot lines and the creation of flag lots that may meet the dimensional requirements but not the intent of the City Zoning Code and land use regulations; and

WHEREAS, the City Council would also like to address the impact that development has on property that is environmentally constrained with steep slopes; and

WHEREAS, the subdivision and re-subdivision of property with minimum street frontage can impact neighborhood character, can result in streetscape and traffic circulation impacts, and can limit flexibility to choose alternative driveway curb-cut locations; and

WHEREAS, the creation of new lots can translate into more density and the removal of open space without careful planning; and

WHEREAS, as a result of this increase in development, the City Council is becoming increasingly concerned about tree loss and destruction occurring prior to any substantive review by the City’s land use boards; and

WHEREAS, properties that have remained undeveloped for many years because they are constrained by topographic features, such as the presence of rock outcroppings, steep slopes, wetlands or high groundwater, and that may ease density and provide physical and vegetative buffers, can now be improved because of new technologies (rock removal techniques and sump and sewer pumps); and

---

<sup>1</sup> This moratorium would apply to any application filed after April 7, 2021 that has not been approved.



WHEREAS, the City Council finds that residential buildings that are not sited on property in proper relationship to an improved right-of-way or street can negatively impact the character and the harmony of a neighborhood; and

WHEREAS, the City Council has determined that it is appropriate to review the City's existing Zoning Code and other land use regulations relating to the above observations to ensure that the character of the neighborhoods are preserved and that any subdivision or re-subdivision of property, development on steep slopes, maneuvering of lot lines or siting of residential buildings on lots is appropriate and addresses any environmental, visual or other relevant considerations; and

WHEREAS, the City expects that it may require up to six months to consider the aforementioned issues and prepare any necessary legislative amendments.

NOW, THEREFORE, Be It Enacted by the City Council of the City of Rye as follows:

Section 1. Findings and Purpose.

The City Council wishes to review the existing zoning and land use regulations permitting the subdivision or re-subdivision of property, the development on steep slopes and the siting of residential buildings on lots. The goals of the City Council include, but are not limited to, the overall development of the City, protecting sensitive environmental features of property, ensuring that the appropriate land use mechanisms are in place to allow for flexibility in design and placement of residential buildings, and that the health, welfare and safety of its residents can be maintained while allowing for reasonable and appropriate development.

Section 2. Enactment of Moratorium. Prohibited Actions.

For any application received after April 7, 2021 but not yet approved by the appropriate board, commission or City official, the City Council hereby declares a moratorium as follows:

- A. The Planning Commission shall be prohibited from accepting or considering any new applications for subdivision or re-subdivision of residential property in the City of Rye.
- B. The Planning Commission, Board of Architectural Review, Board of Appeals or any other City Department may issue permits and approvals except for the following:

- 1) Any wetland and watercourse permit, area variance, design review permit, building permit, tree removal permit, sediment and erosion control permit, blasting permit or rock removal permit involving any residential building or structure that includes ground or vegetation disturbance within 20 feet of slopes greater than 25%, which slope shall be defined as any contiguous land area greater than one-hundred (100) square feet having a topographical gradient of 25% or more (i.e. ratio of vertical distance to horizontal distance) and a minimum horizontal distance of 10 feet.
  - 2) any new applications involving a new residential building that does not have its front facing a front yard.
- C. Acceptance or consideration of any new administrative lot line adjustments pursuant to City Code § 170.11.C on which at least one of the parcels contains a residential building.

### Section 3. Appeals/waiver.

- A. An aggrieved property owner may petition the Planning Commission for a waiver and the Planning Commission shall have the discretion to grant such waiver, or as much relief as said Planning Commission may determine to be necessary and appropriate. In determining the suitability of a waiver under this section, the Planning Commission shall consider the following factors:
1. Unnecessary hardship to the petitioner, which hardship is substantially greater than any harm to the general public welfare that would result from the granting of the waiver. The property owner shall have the burden of demonstrating to the Planning Commission that a waiver is warranted due to substantial hardship and that such substantial hardship was not the result of an act or omission by the applicant or property owner. In considering this factor, the Planning Commission may request information regarding alternatives that the Applicant has considered or whether there are additional long-term plans; and
  2. The project's harmony (or lack thereof) with the existing character of the community as a whole and the area of the community in which the property is located; and
  3. Whether the application for which the relief is requested is consistent with any recommendations, or conclusions which may be drawn at the time of the public hearing from the aforementioned Planning Commission review and study; and

4. Whether the applicant is in compliance with all other City Code requirements with respect to its City's operations; and
5. Whether the application for which the relief is requested is consistent with any proposed regulations, if and as such may exist at the time of the public hearing.

B. Waiver procedure. Such petition shall be the subject of a public hearing before the Planning Commission. Upon submittal of a written petition to the Building Department by the property owner or applicant seeking a waiver of this moratorium, and supported by such documentation as the applicant deems relevant, the Planning Commission shall, within thirty (30) days of receipt of such petition, conduct a public hearing on said petition upon five (5) days public notification in the official newspaper of the City. The Planning Commission shall, within ten (10) days of the close of the hearing, render its decision in writing, either granting or denying the petition.

C. It shall be within the discretion of the Planning Commission to grant, in whole or in part, grant with conditions, or deny, the petition for relief from the terms of this moratorium. In granting a waiver, in whole or in part, the Planning Commission must find that the waiver will not adversely affect the purpose of this Local Law.

D. If the Planning Commission does grant a waiver, in whole or in part, the Applicant must still submit an application for the requested permit to the appropriate board or commission and proceed through the necessary review process set forth in the Rye City Code.

#### Section 4. Length of Time. Early Termination or Extension of this Local Law

This moratorium shall be in effect for six (6) months from the effective date. In the event any new Local Law which addresses the substantive issues set forth herein, should be enacted and adopted by the City Council prior to the date that the moratorium imposed by this Local Law expires, then in that event, the moratorium imposed by this Local Law shall expire on the date such new Local Law takes effect in accordance with § 27 of the Municipal Home Rule Law.

In like manner, if more than six (6) months have passed since the implementation of this Local Law, and it shall be determined by a finding of the City Council that an extension of this moratorium is required, then the City Council by resolution, may extend this moratorium for such a period of time as it deems necessary in order to further the purposes of this law up to and including an additional 180 days from the date of the original expiration of this Local Law.

#### Section 5. Conflicts with State Statutes and Authority to Supersede

A. To the extent any provisions of this Local Law are in conflict with or are construed as inconsistent with the provisions of New York State Law, this Local Law shall control. The City Council adopts this local law pursuant to authority in the New York State Constitution, Article IX, Section 2; Section 10 of the New York State Municipal Home Rule Law; Section 10 of the Statute of Local Governments; the relevant provisions of the General City Law of the State of New York; and the general police power vested with the City of Rye to promote the health, safety and welfare of all residents and property owners in the City.

B. During the time that this law is in effect, it shall take precedence over and shall be considered controlling over contrary laws, ordinances and provisions. It is the intent of the City Council, pursuant to its authority under section 10, subdivision 1(ii)(d)(3), and section 22 of the Municipal Home Rule Law, to supersede inconsistent provision of the New York State General City Law and the City of Rye Zoning Code.

- a. In particular, it is the intent of the City Council, pursuant to authority under Sections 10 and 22 of the Municipal Home Rule Law, to supersede inconsistent provisions of the New York State General City Law and the City of Rye City Code relating to the time limits in connection with zoning and planning determinations and with respect to the jurisdiction and authority of the Board of Appeals with respect to hearing variances or waivers related to this local law.

#### Section 6. Severability

If any part of this Local Law is deemed by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Local Law.

#### Section 7. Effective Date

This Local Law shall take effect immediately upon filing with the New York Secretary of State.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Set a public hearing for October 6, 2021 to amend Chapter 147 "Records Management" of the Rye City Code local law to reflect a new records retention schedule as required by NY State.

**FOR THE MEETING OF:**

September 22, 2021

**RECOMMENDATION:** That the Council set the public hearing.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

New York State updated its records retention schedule to be adopted by local municipalities, replacing the MU-1 schedule with the *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*. Each municipality must adopt the updated schedule for records retention purpose by resolution. The City must also amend its current Chapter 147, replacing the MU-1 with the LGS-1.

**CITY OF RYE  
LOCAL LAW NO. 11 2021**

**A local law to amend Chapter 147 “Records Management” of the Code of the City of Rye to adopt the New York State Archives updated Records Retention LGS-1 Schedule, replacing the MU-1, as follows:**

Section 1. Chapter 147 - “Records Management”

§ 147-1. Program established; designation of officer.

There shall be a records management program established under the aegis of the City of Rye Clerk. The City Clerk is designated as the city's Records Management Officer. The officer will be responsible for administering the noncurrent and archival public records and storage areas for the city in accordance with local, state and federal laws and guidelines.

§ 147-2. Powers and duties.

A. The City Records Management Officer shall have all the necessary powers to carry out the efficient administration, determination of value, use, preservation, storage and disposition of the noncurrent and archival public records kept, filed or received by the officers and departments of the City of Rye.

B. The Records Management Officer shall:

(1) Continually survey and examine public records to recommend their classification so as to determine the most suitable methods to be used for the maintaining, storing and servicing of archival material. "Archival material" shall be:

(a) Obsolete and unnecessary records according to New York State Archives Records Retention and Disposition Schedules (LGS-1) thereby subject to disposition;

(b) Information containing administrative, legal, fiscal, research, historical or educational value which warrant their permanent retention; or

(c) Records not subject to disposition according to state law.

(2) Establish guidelines for proper records management in any department or agency of city government in accordance with local, state and federal laws and guidelines.

(3) Report annually to the City Council on the powers and duties herein mentioned, including but not limited to the cost-benefit ratio of programs effectuated by the program.

(4) Oversee all requests for records storage equipment, microfilm equipment, etc., and coordinate and participate in planning for the expansion of micrographics and automated data processing systems.

(5) Establish an inactive records storage area for the storage, processing and servicing of all noncurrent and archival records for all city departments and agencies.

C. The Records Management Officer shall perform the following functions with respect to the city:

(1) Advise and assist city departments in reviewing and selecting records to be transferred to the inactive records storage area for storage and/or preservation.

(2) Continually survey and examine public records to determine the most suitable methods to be used for the creating, maintaining, storing and servicing of archival materials.

(3) Establish and maintain an adequate repository for the proper storage, conservation, processing and servicing of archival records.

(4) Promulgate rules governing public access to and use of records in the archives, subject to the approval of the Records Advisory Board.

(5) Develop a confidentiality policy for archival records designated confidential, provided that such policy does not conflict with any federal or state statutes.

(6) Provide information services to other City of Rye offices.

(7) Develop a procedure whereby historically-important records are to be identified at the point of generation.

(8) Collect archival materials which are not official City of Rye records but which have associational value to the city or a close relationship to the existing archival collection. Such collecting shall be subject to archive space, staff and cost limitations and to the potential endangerment of such materials if they are not collected by the archives.

#### § 147-3. Records Advisory Board.

There shall be a Records Advisory Board designated to work closely with and provide advice to the Records Management Officer. The Board shall consist of representatives appointed by the Mayor or City Manager. (It may consist of the City Auditor, the City Historian, one or two representatives of the City Council or others who may be beneficial to the duties of a Records Advisory Board.) The Board shall meet periodically and have the following powers and duties:

A. Provide advice to the City Records Management Officer on the development of the records management program.

- B. Review the performance of the program on an ongoing basis and propose changes and improvements.
- C. Review retention periods not covered by the LGS-1 or retention period changes recommended by department heads.
- D. Provide advice on the appraisal of records for archival value and to be the final sign-off entity as to what is or is not archival.

§ 147-4. Custody.

The Records Management Officer shall maintain physical custody and official responsibility of all records in his/her possession. Department heads shall retain constructive control and authority over all department records, regardless of their

§ 147-5. Replevin.

The City Attorney may take steps to recover local government records which have been alienated from proper custody and may, when necessary, institute actions of replevin.

§ 147-6. Disposal of records.

No records shall be destroyed or otherwise disposed of by a department of the city unless a records disposal form has been executed. Records will not be destroyed if they are required for any pending audit, litigation or other investigation.

§ 147-7. Definitions.

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

**ARCHIVES** — Those official records which have been determined by the Records Management Officer and Advisory Committee to have sufficient historical or other value to warrant their continued preservation by the city.

**RECORDS** — Any documents, books, papers, photographs, sound recordings, microfilm or any other materials, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official city business.

**RECORDS MANAGEMENT** — The planning, controlling, directing, organizing, training, promotion and other managerial activities involved in records maintenance, use and disposition, including records preservation, disposal, records centers or other storage facilities.

**RECORDS DISPOSITION** —

A. The removal by the city, in accordance with approved records control schedules, of records no longer necessary for the conduct of business by such agency through removal methods which may include:



(1) The disposal of temporary records by destruction or donation; or

(2) The transfer of records to the inactive records storage area for temporary storage of inactive records and permanent storage of records determined to have historical or other sufficient value warranting continued preservation.

(3) The transfer of records from one city agency to any other city agency.

**INACTIVE RECORDS STORAGE AREA** — An establishment maintained by the city primarily for the storage, servicing, security and processing of records which must be preserved for varying periods of time and need not be retained in active office space and equipment.

**SERVICING** — Making information in records available to any city department for official use or to the public.

## Section 2. Severability

If any part of this Local Law is deemed by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Local Law.

## Section 3. Effective Date

This Local Law shall take effect immediately upon filing with the New York Secretary of State.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Set a public hearing for October 6, 2021 to amend Chapter 177 "Taxation" Article X "Cold War Veterans Exemption" of the Rye City Code to increase the Real Property Tax Exemption for Veterans of the Cold War.

**FOR THE MEETING OF:**  
September 22, 2021

**RECOMMENDATION:** That the Council set the public hearing.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The new law will expand the Cold War Veteran's tax exemption by increasing the exemption cap to provide property tax relief for those who have served our country. A Cold War Veteran is defined by state statute as an individual who was honorably discharged following service in the armed forces between the dates of September 2, 1945 and December 26, 1991.

See attached.

LOCAL LAW INTRO NO. 311 - 2021

TO: BOARD OF LEGISLATORS  
COUNTY OF WESTCHESTER

Your Committee has reviewed “A LOCAL LAW amending Chapter 473 of the Laws of Westchester County to Increase Veteran’s Tax Exemptions.”

Your Committee is aware that Chapter 473 of the Laws of Westchester County provides for real property tax exemptions for veterans, and was adopted pursuant to authority granted by the New York State Real Property Tax Law. Under Chapter 473, veterans receive an exemption equal to fifteen percent of the assessed value of the property, subject to a cap of \$54,000 multiplied by latest state equalization rate for the assessing unit. Veterans who served in a combat theater or combat zone of operations can receive an additional exemption of ten percent, subject to a cap of \$36,000 multiplied by latest state equalization rate for the assessing unit. Service-disabled veterans can receive an additional exemption equal to half of the veteran’s disability rating, subject to a cap of \$180,000 multiplied by latest state equalization rate for the assessing unit.

Your Committee is informed that the County is entitled to increase those caps. Pursuant to State law, the County can increase the caps to \$75,000, \$50,000, and \$250,000, respectively, as long as the County is a “high-appreciation municipality.”<sup>3</sup> A high-appreciation municipality includes any county where the Office of Real Property Tax Services has

---

<sup>3</sup> See [https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4\\_01/sec458\\_a.htm](https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4_01/sec458_a.htm); [https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4\\_01/sec458\\_b.htm](https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4_01/sec458_b.htm)

established a sales price differential factor for the purpose of the STAR exemption for at least three consecutive years. Westchester County qualifies as such a municipality.<sup>4</sup>

Increasing the cap will provide property tax relief for those who have served our country. Further, it will fulfill the purpose of our local law, which is to provide “the maximum possible real property tax exemption provided for” in State law. *See* Laws of Westchester § 473.101.

Your Committee is aware that this Honorable Board must comply with the requirements of the State Environmental Quality Review Act (“SEQRA”) and its implementing regulations. *See* Title 6, Part 617 of the New York Code Rules and Regulations (N.Y.C.R.R.). The Department of Planning has reviewed the applicable SEQRA regulations, and has concluded that this proposed Local Law is not an action which requires any environmental review. Your Committee concurs in this conclusion.

In light of all of the foregoing, your Committee recommends the adoption of this Local Law.

---

<sup>4</sup> *See* <https://www.tax.ny.gov/pit/property/star/diff.htm>

Dated: May 17, 2021  
White Plains, New York

Vedat Jalil  
Benjamin Boyfanta  
Catherine M

K. J. Stazell  
Vedat Jalil  
Benjamin Boyfanta  
Catherine M

COMMITTEES ON

Budget & Appropriations

Legislation

Dated: May 17, 2021  
White Plains, New York

*The following members attended the meeting remotely, as per Governor Cuomo's Executive Order 202.1 and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

Committee(s) on:

**Budget & Appropriations**

*Nancy E. Dan*

*Margaret A. Cunzio*

*Catherine F. Parker*

*Ruth Walker*

*Alfreda Willis*

*Tye H. [Signature]*

**Legislation**

*Nancy E. Dan*

*Mary Jane Skomsky*

*Alfreda Willis*

# FISCAL IMPACT STATEMENT

SUBJECT: Cold War Veteran RPT Exemption

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$                     -

Total Current Year Revenue \$                     -

Source of Funds (check one):  Current Appropriations  Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses: Annual Amount \$                     -

Describe: \_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \$                     -

Describe: \_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

Prepared by: Gideon Grande

Title: Deputy Director

Department: Budget


Date: April 30, 2021

Reviewed By: 

Budget Director

Date: 4/30/21

TO: Justin Adin, Deputy County Attorney  
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM   
Director of Environmental Planning

DATE: May 6, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR  
VETERAN'S TAX EXEMPTION INCREASE**

---

**PROJECT/ACTION:** A local law that will increase the real property tax exemption for military veterans by amending Chapter 473 of the Laws of Westchester County to increase the assessed value caps, as permitted under State law.

**With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:**

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)( ):**
- 

**COMMENTS:** None

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Steven Bass, Assistant to the County Executive  
Victor Mallison, Executive Director, Tax Commission  
Norma Drummond, Commissioner  
Claudia Maxwell, Associate Environmental Planner



LOCAL LAW INTRO. NO. 311 -2021

A LOCAL LAW amending Chapter 473 of the Laws of Westchester County to Increase Veteran's Tax Exemptions

BE IT ENACTED by the County Board of the County of Westchester as follows:

**Section 1:** Section 473.211 of the Laws of Westchester County is hereby amended to reads as follows:

1. Qualifying residential real property, as defined in New York State Real Property Tax Law Section 458-a, shall be exempt from taxation to the extent of fifteen percent of the assessed value of such property; provided, however, that such exemption shall not exceed [~~fifty-four~~]seventy-five thousand dollars or the product of [~~fifty-four~~]seventy-five thousand dollars multiplied by the latest state equalization rate for the assessing unit.

2. In addition to the exemption provided by subdivision one of this Section, where the veteran served in a combat theatre or combat zone of operations, as documented by the award of a United States campaign ribbon or service medal, qualifying residential real property, as defined in New York State Real Property Tax Law Section 458-a, shall be exempt from taxation to the extent of ten percent of the assessed value of such property; provided, however, that such exemption shall not exceed [~~thirty-six~~]fifty thousand dollars or the product of [~~thirty-six~~]fifty thousand dollars multiplied by the latest state equalization rate for the assessing unit.

3. In addition to the exemptions provided by subdivisions one and two of this Section, where the veteran received a compensation rating from the United States veteran's administration or from the United States department of defense because of a service connected disability, qualifying residential real property, as defined in New York State Real Property Tax Law Section 458-a, shall be exempt from taxation to the extent of the product of the assessed value of such property multiplied by fifty percent of the veteran's disability

rating; provided, however, that such exemption shall not exceed [~~one hundred eighty~~]two hundred fifty thousand dollars or the product of [~~one hundred eighty~~]two hundred fifty thousand dollars multiplied by the latest state equalization rate for the assessing unit. For purposes of this subdivision, where a person who served in the active military, naval or air service during a period of war died in service of a service connected disability, such person shall be deemed to have been assigned a compensation rating of one hundred percent.

**Section 2:** Section 473.321 of the Laws of Westchester County is hereby amended to reads as follows:

1. Qualifying residential real property shall be exempt from taxation to the extent of fifteen percent (15%) of the assessed value of such property; provided however, that such exemption shall not exceed [~~fifty-four~~]seventy-five thousand dollars [(\$54,000) ]or the product of [~~fifty-four~~]seventy-five thousand dollars [(\$54,000) ]multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

2. In addition to the exemption provided by subdivision "1" of this Section, where the Cold War veteran received a compensation rating from the United States veterans affairs or from the United States department of defense because of a service related disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty percent of the Cold war veteran disability rating; provided, however, that such exemption shall not exceed [~~one hundred eighty~~]two hundred fifty thousand dollars [(\$180,000) ]or the product of [~~one hundred eighty~~]two hundred fifty thousand dollars [(\$180,000) ]multiplied by the latest state equalization rate for

the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

3. If a Cold War veteran receives either a veterans' exemption under Article I of this Chapter, authorized by Section 458 of the Real Property Tax Law, or an alternative veterans' exemption under Article II of this Chapter, authorized by Section 458-a of the Real Property Tax Law, the Cold War veteran shall not be eligible to receive an exemption under this Article.

**Section 3:** This Local Law shall take effect immediately.

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

I **HEREBY CERTIFY** that I have compared the foregoing Local Law, Local Law Intro No. 311 - 2021, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Local Law, which was duly adopted by the County Board of Legislators, of the County of Westchester on June 7, 2021, and approved by the County Executive on June 10, 2021.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 15<sup>th</sup> day of June, 2021.



Malika Vanderberg

The Clerk of the Westchester County  
Board of Legislators

County of Westchester, New York



**A LOCAL LAW TO AMEND CHAPTER 177 “TAXATION” ARTICLE X “COLD WAR VETERANS EXEMPTION” OF THE CODE OF THE CITY OF RYE, NEW YORK TO INCREASE THE REAL PROPERTY TAX EXEMPTION FOR VETERANS OF THE COLD WAR**

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

**Section 1. Section 177-67. Amount of exemption; limitations of the Code of the City of Rye is hereby amended as follows:**

**§ 177-67. Amount of exemption; limitations.**

- A. Qualifying residential real property shall be exempt from taxation to the extent of 15% of the assessed value of such property; provided, however, that such exemption shall not exceed ~~\$54,000~~ **\$75,000** or the product of ~~\$54,000~~ **\$75,000** multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.
- B. In addition to the exemption provided by Subsection A of this section, where the cold War veteran received a compensation rating from the United States Department of Veteran Affairs or from the United States Department of Defense because of a service-related disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property multiplied by 50% of the Cold War veteran disability rating; provided, however, that such exemption shall not exceed ~~\$180,000~~ **\$250,000** or the product of ~~\$180,000~~ **\$250,000** multiplied by the latest state equalization rate for the assessing unit, or , in the case of a special assessing unit, the latest class ratio, whichever is less.
- C. If a Cold War Veteran receives either an eligible funds veterans exemption authorized by § 458 of the Real Property Tax Law or an alternative veterans exemption under Article II of this chapter, the Cold War veteran shall not be eligible to receive an exemption under this article.

**Section 2. Severability.**

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

**Section 3. Effective Date.**

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



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration to authorize the City Manager to sign a settlement agreement with Altice regarding Franchise Fee obligations in question from January 1, 2011 through December 31, 2016.

**FOR THE MEETING OF:**

September 22, 2021

**RECOMMENDATION:** That the City Council authorize the City Manager to sign the agreement.

RESOLVED that the City Council authorizes the City Manager to sign the agreement.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** An audit of the Altice Agreement Franchise Fee (effective March of 2009) was conducted on behalf of the City for the period January 1, 2011 through December 31, 2016. The audit determined that the City had certain claims regarding the Franchise Fee Obligation. The City and Altice have agreed to the attached settlement to resolve the obligations in question.

See attached agreement.

## SETTLEMENT AND RELEASE

THIS SETTLEMENT AND RELEASE is hereby entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 between the City of Rye, Westchester County, New York (hereinafter, the “City”), and Cablevision of Southern Westchester, Inc., located at 1 Court Square West, Long Island City, New York, 11101 (hereinafter, “Cablevision”).

WHEREAS, the City and Cablevision are parties to a cable television franchise renewal agreement (the “Franchise”), executed on February 22, 2008 and confirmed and made effective by the New York State Public Service Commission (the “NYS PSC”) on March 28, 2009 (NYS PSC Case # 05-V-1430); and

WHEREAS, said Franchise remains in effect as of this day pursuant to Temporary Operating Authority issued by the NYS PSC on March 29, 2019 ( Matter No. 19-00768);

WHEREAS, under the terms of the Franchise, Cablevision is obligated to pay a franchise fee to the City (the “Franchise Fee Obligation”);

WHEREAS, a franchise fee audit (the “Audit”) was conducted on behalf of the City for the period January 1, 2011 through December 31, 2016 (“Audit Period”);

WHEREAS, the City has raised certain claims regarding the Franchise Fee Obligation based upon the results of such Audit;

WHEREAS, Cablevision maintains that it has calculated and remitted the Franchise Fee Obligation correctly for the Audit Period; and

WHEREAS, without admitting liability or conceding any claims in connection with the Franchise or the Franchise Fee Obligation, the City and Cablevision have agreed to resolve entirely the Audit and other financial claims, and wish to enter into this release agreement (the “Agreement”).

NOW, THEREFORE, in consideration of the foregoing, the parties, intending to be bound, mutually agree as follows hereto:

1. This Agreement shall not be effective unless and until approved by the City and executed by all parties.
2. Cablevision agrees to pay the City, in full settlement of any and all claims relating to the Franchise Fee Obligation for the Audit Period, the amount of One Hundred Eighty Thousand Dollars (\$180,000) (the “Settlement Payment”) in two (2) installments as follows:

- i. The first installment of the Settlement Payment in the amount of One Hundred Twenty Thousand Dollars (\$120,000) shall be due and payable within thirty (30) days following Cablevision's receipt of a copy of this Agreement fully executed by the City; and
  - ii. The second installment of the Settlement Payment in the amount of Sixty Thousand Dollars (\$60,000) shall be due and payable no later than January 3, 2022.
  - iii. The Settlement Payment described in sub-paragraphs (i) and (ii) above may be made by electronic deposit to an account provided by the City.
3. In consideration of the foregoing, notwithstanding anything to the contrary in the Franchise, Cablevision agrees that, effective January 1, 2016 and continuing until such time as the Franchise Fee Obligation is eliminated or replaced by a different agreed-upon obligation, or, if earlier, the date the Franchise is terminated by either party, Cablevision has and will include in the Gross Revenue calculation for Franchise Fees paid to the City under the terms of the Franchise (as "Gross Revenue" and "Franchise Fees" are defined in the Franchise) subscriber revenue associated with Cablevision's DVR functionality ("DVR Revenue") in whatever manner such revenue is imposed and collected, i.e. whether billed to a subscriber as an equipment fee, a service fee, a functionality fee or other charge or fee. If, following the date of this Agreement, a state or federal appellate court of competent jurisdiction with binding authority in the State of New York issues a ruling or order interpreting the definition of "cable service" under Federal law in a manner that excludes DVR Revenue, in whole or in part, from such definition in such a way as to prohibit the collection of franchise fees by the City from DVR Revenue pursuant to Section 622 of the Cable Act 47 U.S.C. 542, Cablevision reserves the right to exclude DVR Revenue from its calculation of Gross Revenue in accordance with such ruling or order, commencing 45 days following Cablevision's written notice to the City of its intent to exclude DVR Revenue from Gross Revenue based on such ruling or order. Any exclusion implemented by Cablevision in accordance with the immediately preceding sentence shall apply only to DVR Revenue received after commencement of the exclusion. While reserving the right to benefit from any such ruling or order described above, Cablevision agrees that during the term of the Franchise, Cablevision shall not initiate any action against the City before a court or agency of competent jurisdiction that seeks to exclude DVR Revenue from the calculation of Gross Revenue for purposes of determining the Franchise Fee Obligation to be paid by Cablevision to the City pursuant to the Franchise. The City affirms that it believes that the gross revenues definition in any franchise with Verizon NY, Inc. ("Verizon") requires payment of franchise fees on DVR Revenue. Without relieving Cablevision of any obligation it may have under its Franchise, Cablevision's promise to pay under this paragraph, shall be of no further force and effect if and to the extent that Verizon receives DVR Revenue, and does not pay a franchise fee on DVR Revenue, in whole or in part.
4. In consideration of the foregoing, the City agrees and hereby does fully, forever, irrevocably and unconditionally release and discharge Cablevision, its successors,



affiliates, parents, subsidiaries, and assigns, all of its past, present and future partners, shareholders, directors, officers, employees, attorneys, agents, and representatives from any and all manner of claims, complaints, demands, actions, rights, debts, obligations, liabilities and expenses (including attorneys' fees and costs) of each kind and nature whatsoever, known or unknown, asserted or unasserted, either at law or in equity which have arisen or might arise, by reason of or on account of: (1) the Franchise Fee Obligation under the Franchise during the Audit Period; and (2) any potential claim by the City for PEG Access financial support under the Franchise (and any extension or renewal thereof), between March 28, 2019 and December 31, 2021. It is understood and agreed that nothing herein is intended to or shall be deemed to be an admission of liability by Cablevision with respect to the subject matter contained herein.

5. In further consideration of the foregoing, the City agrees to use all or some of the payments described in paragraph 3 above for outfitting the City of Rye's Council Chambers and Conferencing Integration with new lighting, technology and other capital improvements, and shall provide Cablevision and its parent, Altice USA, Inc., recognition for contributing to said project, including the placement of visible sponsorship recognition: (1) in the City Hall Council Chamber; (2) on the City's landing page for streaming media; and (3) in any other appropriate publicly accessible City-owned locations mutually agreed upon by the City and Cablevision. The final design, content, and size of such recognition shall be mutually agreed upon by the City and Cablevision.
6. Cablevision and the City represent and warrant to the other that each has the legal right, power and authority to enter into the Agreement and to perform its obligations hereunder.
7. This Agreement and the contents thereof shall be held confidential by the City, its agents and any person or entity having a business or contractual relationship with such agents, with the exception of such disclosure(s) as are required to be made in accordance with applicable federal, state or local laws.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Release Agreement as of this \_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF RYE

CABLEVISION OF SOUTHERN  
WESTCHESTER, INC.

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

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

Name:  
Title:

Nelson Perez, Senior Vice President,  
Government Affairs



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Resolution to provide a technology upgrade to the Council Chambers for a cost not to exceed \$150,000.

**FOR THE MEETING OF:**  
September 22, 2021

**RECOMMENDATION:** That the Council adopts a resolution to upgrade the technology in the Council Chambers.  
RESOLVED that the City Council authorizes an upgrade of Council Chambers technology for a cost not to exceed \$150,000.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

## BACKGROUND:

See attached memo for description of the technology upgrades being considered.



# MEMORANDUM

City of Rye \* RyeTV  
City Hall Boston Post Road Rye, NY 10580 T: 914.967.7242

---

To: Greg Usry, City Manager  
From: Nicole Levitsky, RyeTV  
Date: 9/17/2021  
Re: Council Room Upgrades

---

In an effort to adapt to changing technologies, City staff is proposing an upgrade to the Council Chambers which will better serve our residents and the City Council. The timely settlement with Altice for technology money allows us to begin the process of increasing the meetings accessibility. We propose to do this by:

- Adding monitors on the two side walls for audience viewing and an additional monitor in the hallway for overflow.
- Addressing the intermittent sound issues in the Council room.
- Adding a new podium to serve as the point of control for the presentations. The controller will handle feeds, including the zoom, to each monitor and can be changed as needed.
- Replacing the robotic cameras with HD cameras for better image quality on TV and the web-stream. All will be wired to our existing switcher upstairs.
- To address the City's need for hybrid Zoom meetings, we will be adding a large monitor cart to allow for Zoom flexibility. The cart has the ability to automatically raise/lower. It holds a camera and microphone. During the Council hybrid meetings, the cart will be facing the dais. The Council will see the zoom attendees, and they in turn will see the Council. Remote presenters will appear on the large screen, along with their presentation. The cart will also be available for other roundtable hybrid Board meetings.
- Extensive re-wiring and controller programming for hybrid meetings will ensure the quality of the audio for in-person, television and web-stream.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 13, 2021

CONTACT: Greg Usry, Interim City Manager

**AGENDA ITEM:** Consideration to authorize the City Manager to execute an agreement with Tyler Technologies, Inc. to secure a software license for a CAD, RMS, and Mobile system utilized by desk officers to record incidence calls, identify the status and location of responders in the field, and effectively dispatch responder personnel.

**FOR THE MEETING OF:**

September 22, 2021

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council authorize the City Manager to sign the agreement.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

See attached proposal and agreement.

## **Tyler Software Proposal**

On November 22, 2019 the City of Rye received an Official Customer Notification from Securus Technologies stating that they would no longer support XRMS, XCAD, and XMobile products after December 31, 2021. Those products are what Police and Fire Departments utilizing that software depend on to operate. Securus Technologies main customers are correctional facilities that utilize different programs. They had a limited footprint in the police world and decided that they would sunset the products related to the same.

Securus Technolgoies only served a handful of small police departments in the state of New York. This made it difficult at times to keep the existing software up to date with law changes. The software also made it extremely difficult to accurately report data to the National Incident Based Reporting System (NIBRS), which is required to maintain NY State Accreditation standards. Therefore, the decision by Securus Technologies afforded the City of Rye the opportunity to search for a better product with a more reliable commitment to vital police programs.

While the City of Rye was the only jurisdiction in this area that utilized Securus Technologies, we are not the only municipality to have issues with their public safety software. The Westchester County Department of Public Safety had assembled a countywide committee looking to share ideas and review different products. Through the efforts of this committee your police department was able to review demonstrations from multiple companies that service police departments across our nation.

We knew Rye needed a company that had a large enough footprint in public safety software that the City would not have to worry about a product being sunset again. Further, we needed a company that had multiple jurisdictions in New York State to ensure the company would stay current with changes in laws that impacted Rye. After much consideration the company that was decided was one the City already is utilizing for other products: Tyler Technologies.

The City of Rye has been utilizing MUNIS software hosted by Tyler Technologies since January 2008. Both Kerry Donahue and Joe Fazzino gave

positive reviews regarding the company and the product. The City of White Plains Police Department is a current Tyler Technologies customer for CAD, Mobile and RMS. After speaking with White Plains patrol officers along with officers assigned to their IT department I can confidently state that they are happy with the functionality of the programs along with the responsiveness of the company. Along with the City of White Plains, Dutchess, Greene, and Ulster County utilize Tyler Technologies for public safety software.

What exactly is CAD, RMS, and Mobile? CAD is short for Computer Aided Dispatch. This is a system utilized by Desk Officers at the Rye Police Department to record incident calls, identify the status and location of responders in the field, and effectively dispatch responder personnel. When an individual calls the Rye Police Department or 911 the Desk Officer answers the call. At that point the Desk Officer will gather pertinent information and enter it into the CAD system. Once the information is entered the Desk Officer will then dispatch Patrol Officers to the call. The CAD system will track who is available to receive calls, who is assigned to a call, arrival times and additional valuable information.

Marked patrol vehicles are all equipped with a mobile data terminal (MDT). This is usually in the form of a laptop or tablet. On the MDT officers run a Mobile program that syncs with the CAD. Once an officer is dispatched on a call they will receive important information via the Mobile program. This information may include: time and date dispatched, caller's information, dispatched location, and additional sensitive information that would not be transmitted over the radio. Mobile programs may also include mapping software. Mobile software will allow officers to receive important notes and updates simultaneously. Further, it allows officers the ability to run DMV checks, generate calls, and complete reports from their vehicle. This allows officers to remain on their post as a deterrent rather than inside headquarters when they are working on a report.

Once calls and reports are completed they end up flowing into the Records Management System (RMS). RMS enables the Rye Police Department to store, retrieve, retain, archive, and view information that has been gathered through the other systems. Good records provide crucial information that help your Police Department effectively and efficiently serve the Rye Community. RMS is also vital

in remaining compliant with NY Accreditation as it is utilized to collect National Incident Based Reporting System (NIBRS) information.

As the City of Rye continues to grow, so too do the demands on its public servants. It is imperative that your Police Department has the tools to adequately respond to the needs of all those who live in, work in, or visit this great community.



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Rye, NY.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.



- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is

strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## **SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other

milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

## **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

#### **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is

enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the

following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and



promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. **Other Terms and Conditions.** Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Amazon Web Services GovCloud Terms and Conditions, which are attached hereto as Exhibit G ("Hosted Managed Services ("HMS") Agreement") with respect to the software as more particularly described in Exhibit A attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. If the Agreement terminates, so does Client's access to the SaaS Services

23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement  
Schedule 1: Support Call Process
- Exhibit D Third Party End User License Agreement
- Exhibit E Implementation and Training Support Services
- Exhibit F Additional Terms for New World Public Safety Hosted Components  
Schedule 1: Service Level Agreement
- Exhibit G Agreement For Hosted Managed Services (“HMS”)

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Rye, NY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Rye  
21 McCullough PL  
Rye, NY 10580-2934  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



## INVESTMENT SUMMARY

Tyler Software	\$ 157,597
Services	\$ 148,477
Third-Party Products	\$ 41,175
Travel	\$ 34,000
<b>Total One-Time Cost</b>	<b>\$ 381,249</b>
Annual Recurring Fees/SaaS	\$ 105,000
Tyler Software Maintenance	\$ 37,821



Quoted By: Leo Raby  
 Quote Expiration: 2/5/22  
 Quote Name: RPD AWS Gov Cloud Deployment

**Sales Quotation For:**

City of Rye Police Department  
 21 McCullough Pl  
 Rye NY 10580-2934  
 Phone: +1 (914) 967-1234

**Tyler Software**

Description	License	Discount	License Total	Year One Maintenance
<b>New World Public Safety</b>				
Computer Aided Dispatch				
New World Enterprise Single Jurisdiction Law Enforcement CAD	\$ 38,400	\$ 17,280	\$ 21,120	\$ 4,435
BOLOs	\$ 5,600	\$ 2,520	\$ 3,080	\$ 647
Service Vehicle Rotation (Wrecker, Ambulance)	\$ 6,400	\$ 2,880	\$ 3,520	\$ 739
E-911 Interface	\$ 6,400	\$ 2,880	\$ 3,520	\$ 739
CAD NCIC Interface	\$ 11,200	\$ 5,040	\$ 6,160	\$ 1,294
CAD Data Mart / Includes 2 users	\$ 3,200	\$ 1,440	\$ 1,760	\$ 370
<b>Total</b>	<b>\$ 71,200</b>	<b>\$ 32,040</b>	<b>\$ 39,160</b>	<b>\$ 8,224</b>
<b>Law Enforcement Records Management System</b>				
New World Enterprise Law Enforcement Records	\$ 86,400	\$ 38,880	\$ 47,520	\$ 9,979
Bookings	\$ 3,500	\$ 1,575	\$ 1,925	\$ 404
Use of Force	\$ 3,500	\$ 1,575	\$ 1,925	\$ 404
Tyler Content Manager (TCM)	\$ 9,000	\$ 4,050	\$ 4,950	\$ 1,040
Livescan Interface (LERMS)	\$ 6,400	\$ 2,880	\$ 3,520	\$ 739
NCIC Interface	\$ 20,800	\$ 9,360	\$ 11,440	\$ 2,402
Law Enforcement Records Management Data Mart / Includes 2 users	\$ 3,200	\$ 1,440	\$ 1,760	\$ 370
<b>Total</b>	<b>\$ 132,800</b>	<b>\$ 59,760</b>	<b>\$ 73,040</b>	<b>\$ 15,338</b>
<b>Mobile</b>				

New World Mobile Server Software	\$ 56,000	\$ 22,400	\$ 33,600	\$ 7,056
LE Dispatch/Messaging/State/NCIC [8]	\$ 3,200	\$ 1,440	\$ 1,760	\$ 370
LE Field Reporting (Federal Standard) [8]	\$ 3,200	\$ 1,440	\$ 1,760	\$ 370
Field Investigation Field Reporting (1 form) [8]	\$ 800	\$ 360	\$ 440	\$ 92
ShieldForce - LE Dispatch with Advanced Mapping [30]	\$ 14,250	\$ 6,413	\$ 7,837	\$ 1,646
<b>Total</b>	<b>\$ 77,450</b>	<b>\$ 32,053</b>	<b>\$ 45,397</b>	<b>\$ 9,534</b>
<b>Other Software</b>				
Workstation License	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<i>Sub-Total</i>	<i>\$ 281,450</i>		<i>\$ 157,597</i>	<i>\$ 33,096</i>
<i>Less Discount</i>	<i>\$ 123,853</i>			<i>\$ 33,096</i>
<b>TOTAL</b>	<b>\$ 157,597</b>		<b>\$ 157,597</b>	<b>\$ 0</b>

**Annual / SaaS**

Description	Fee	Discount	Annual
<b>New World Public Safety</b>			
<b>Hosting</b>			
Mobility Hosting Annual Fee	\$ 3,000	\$ 0	\$ 3,000
Amazon Web Services GovCloud	\$ 52,000	\$ 0	\$ 52,000
<b>Recurring Costs</b>			
Tyler Managed Services	\$ 50,000	\$ 0	\$ 50,000
<b>TOTAL</b>			<b>\$ 105,000</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
<b>New World Public Safety</b>					
Project Management	1	\$ 39,840	\$ 3,984	\$ 35,856	\$ 0
Mobility Implementation	1	\$ 2,320	\$ 232	\$ 2,088	\$ 0

GIS Implementation	1	\$ 22,620	\$ 2,262	\$ 20,358	\$ 0
Decision Support Software Implementation	2	\$ 4,350	\$ 870	\$ 7,830	\$ 0
NCIC Installation	1	\$ 21,025	\$ 2,103	\$ 18,922	\$ 0
Law Enforcement CAD Configuration	1	\$ 8,700	\$ 870	\$ 7,830	\$ 0
CAD Training (10 users ea.)	1	\$ 4,350	\$ 435	\$ 3,915	\$ 0
CAD Go-Live Support	1	\$ 8,700	\$ 870	\$ 7,830	\$ 0
E-911 Interface Installation	1	\$ 1,160	\$ 116	\$ 1,044	\$ 0
Law Enforcement Records Configuration (up to 5 agencies)	1	\$ 8,700	\$ 870	\$ 7,830	\$ 0
Law Enforcement Records Training (includes 10 trainers ea.)	1	\$ 4,350	\$ 435	\$ 3,915	\$ 0
Law Enforcement Records Go-Live Support	1	\$ 4,350	\$ 435	\$ 3,915	\$ 0
Livescan Interface Installation	1	\$ 4,640	\$ 464	\$ 4,176	\$ 0
Law Enforcement Mobile Messaging and Field Based Reporting Configuration	1	\$ 14,500	\$ 1,450	\$ 13,050	\$ 0
Law Enforcement Mobile Messaging and Field Based Reporting Training (includes 10 trainers ea. )	1	\$ 4,350	\$ 435	\$ 3,915	\$ 0
Law Enforcement Mobile Messaging and Field Based Reporting Go-Live	1	\$ 4,350	\$ 435	\$ 3,915	\$ 0
Enterprise Law Enforcement Additional Modules				\$ 2,088	\$ 0
<b>TOTAL</b>				<b>\$ 148,477</b>	<b>\$ 0</b>

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
<b>New World Public Safety</b>					
Embedded Third Party Software	1	\$ 16,500	\$ 16,500	\$ 3,465	\$ 3,465
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation	1	\$ 6,000	\$ 6,000	\$ 1,260	\$ 1,260
Red Hat Enterprise Linux Server (3-year subscription)	1	\$ 2,500	\$ 2,500	\$ 0	\$ 0
Lantronix UDS-1100	1	\$ 175	\$ 175	\$ 0	\$ 0
AWS VPN Appliance	4	\$ 4,000	\$ 16,000	\$ 0	\$ 0
<i>Sub-total</i>			\$ 41,175		\$ 4,725
<i>Less Discount</i>			\$ 0		\$ 4,725
<b>TOTAL</b>			<b>\$ 41,175</b>		<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 157,597	\$ 33,096
Total Annual	\$ 0	\$ 105,000
Total Tyler Services	\$ 148,477	\$ 0
Total Third-Party Hardware, Software, Services	\$ 41,175	\$ 4,725
Estimated Travel Expenses	\$ 34,000	\$ 0
<b>Summary Total</b>	<b>\$ 381,249</b>	<b>\$ 142,821</b>
<b>Contract Total</b>	<b>\$ 524,070</b>	

### **Assumptions**

Unless a Workstation License is included, New World CAD includes 6 licenses.

Unless a Workstation License is included, New World Law Enforcement Records includes 18 licenses.

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.



Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to 3 agencies per fee.

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1 (or higher). If the client has selected a cloud hosted deployment Tyler has the ability to deploy the Virtual Message Switch (VMS) in the AWS GovCloud environment or on-premises. The location of the VMS is dependent on State requirements. If the State will not allow the VMS to be hosted in the AWS environment then the VMS will be deployed on the Client's existing secure State approved network on virtualized infrastructure provided by the client.

New World ShieldForce client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

# A Comprehensive Public Safety Software Solution

## Computer Aided Dispatch

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
Call Control Panel	GIS/Geo-File Verification	Rapid SOS	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
Unit Recommendations	Hazard and Location Alerts			Pictometry	Telestaff
Unit Status/Control Panel	Hazmat Search	<i>Additional Modules</i>	<i>Available Interfaces</i>	ASAP	PulsePoint
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Twitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	

## Law Enforcement Records Management

Arrests	Impounded Vehicles	Training	Crash	Scheduling	Citizen Reporting
Buildings	Incidents	Wants and Warrant	Stop Data	Tyler Content Manager	COPLINK
Businesses	Investigations		Equipment and Inventory	Use of Force	Accurant Crime Analysis
Case Management	Order of Protection	<i>Additional Modules</i>	Gangs	Vehicle Tracking	LINX
Case Processing	Personnel	Alarms	Hazardous Materials		Evidence
Citations	Property and Evidence	Animal Licensing	Multi-Server Search	<i>Available Interfaces</i>	SECTOR
Dynamic Reporting	Records Request	Bicycle Registration	Narcotics	Livescan	MiDEX
Field Interviews	Registered Offenders	Bookings	Pawn Shops	Ticket Writer	LACRIS
IBR/Clery Reporting	Standard Reporting	Briefing Notes	Permits	NCIC	

## Fire Records Management

Activity Reporting/ Scheduling	Hazardous Materials	Pre-Plans	<i>Additional Modules</i>	Fire Permits
Investigations	Hydrant Inventory	Station Activity Log	NFIRS Reporting	Inventory
Business Registry	Incident Tracking	BLS/ALS	Data Analysis/Mapping	LOSAP Tracking
	Personnel/Education		Equipment Tracking	Vehicle Tracking

## Corrections Management

Bookings	Inmate Scheduling/ Tracking	Corrections Officer Log	<i>Additional Modules</i>	Officer Activity Reporting	<i>Available Interfaces</i>
D/L Swipe for Visitors	Inmate Contact	Financial Management	Inmate Tracking Bar	Officer Equipment Tracking	Livescan
Incident Tracking	Inmate Programs	Jacket Processing	Coding	Grievance Tracking	Booking Export
Inmate Property Tracking	Inmate Activity Log	Business Registry	Property Room	Mugshots	Northpointe
Inmate Classification	Trustee	Personnel/Education	Commissary Accounting	Web Inmate Inquiry	VINE
Inmate Housing	Case Management	State Reporting	Data Analysis/Mapping		CorEMR
Mass Move					

## Mobile Computing

Dispatch/Messaging/ State/NCIC	DL Swipe Mugshot Download	In-Car Routing	LE Field Reporting	Ticket Writer
Fire Dispatch/Messaging	In-Car Mapping/AVL	Stop Data	LE Accident Field Reporting	
		Use of Force	Field Investigations	

## Mobility Software

ShieldForce LE Dispatch	CrewForce Fire Dispatch	SceneCollect
-------------------------	-------------------------	--------------

## Analytics

Data Marts	Dashboard	Law Enforcement Analytics
------------	-----------	---------------------------



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees will be invoiced 100% when we make the software available to you.

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rate listed in the Investment Summary, are payable one year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

1.3 *Subscription Fees:* Your initial 3-year subscription fees for RedHat, as identified in Exhibit A, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support ([renewals@redhat.com](mailto:renewals@redhat.com)).

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Conversions:* Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.3 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following initiation of project planning.

### 3. Other Services and Fees.

3.1 *New World Hosting Fees*: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced when the software is made available to the Client, and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Amazon Web Services (AWS) GovCloud and Tyler Managed Services Fees*. AWS GovCloud and Tyler Managed Services Fees (“Hosted Managed Services”) (“HMS”) identified in Exhibit A are invoiced annually in advance on the date we make the applicable environment available to you. Thereafter, Hosted Managed Services will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

### 4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





## Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our

then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
  7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## Exhibit C Schedule 1 Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as “Defect” is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



**Exhibit D**  
**Third Party End User License Agreement**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**END USER LICENSE AGREEMENT  
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS**



PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("EULA") governs the use of any of the versions of Red Hat Enterprise Linux, certain other Red Hat software applications that include or refer to this license, and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

- 1. License Grant.** Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits you to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 2 below. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.
- 2. Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit you to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) you remove and replace all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Programs. You should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Programs.
- 3. Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrants that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.
- 4. Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.
- 5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. **Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Copyright © 2010 Red Hat, Inc. All rights reserved. "Red Hat" and the Red Hat "Shadowman" logo are registered trademarks of Red Hat, Inc. "Linux" is a registered trademark of Linus Torvalds. All other trademarks are the property of their respective owners.



## **Exhibit E**

### **Professional Services**

#### **1. Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
  - a project review (kickoff) meeting at your location
  - progress status meeting(s) during implementation via telephone conference or at your location; and
  - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

#### **2. Implementation and Training Support Services**

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

#### **3. Interface and/or Fixed Installation Services**

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police



Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

**5. Message Switch Operating System Assurance Service**

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services:  
Operating System Assurance and Software Installation Services:
  - Install and update Red Hat Linux Operating System
  - Build system user-ids and applicable authorizations
  - Migrate all Message Switch data from the old server to the new server (if applicable)
  - Verify all scripts are adjusted for new machine
  - Migrate all source code from old machine to the new machine
  - Compile New World Message Switch programs
  - Assure Message Switch operation in the live environment
  - Adjust any tables as needed during the assurance phase



## Exhibit F

### Additional Terms for New World Public Safety Hosted Components

We will provide you with the New World Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **“New World Public Safety Components”** means the New World Public Safety hosted components of Tyler Software identified in the Investment Summary.
- 1.2. **“Hosting Services”** means the hosting services Tyler will provide for the New World Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **“SLA”** means the service level agreement applicable to the Hosting Services for the New World Public Safety Components. A copy of Tyler’s current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for New World Public Safety Components.

- 2.1. We will either host or engage Third Party Services in order to host the New World Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the New World Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware,

and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



## **Exhibit F Schedule 1 Service Level Agreement**

### **Agreement Overview**

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

### **Definitions**

*Attainment:* The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### **Service Availability**

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

### **Client Responsibilities**

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

**Tyler Responsibilities**

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

**Client Relief**

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle’s Service Availability, Downtime, any

remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

### **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

### **Force Majeure**

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



**Exhibit G  
Agreement For  
Hosted Managed Services (“HMS”)**

Invoice to: City of Rye, NY

Contact:

Address:

Telephone:

Client agrees to purchase, and Tyler agrees to provide, the services listed below in accordance with the following terms and conditions.

**I. Term of Agreement:**

This Hosted Managed Services Agreement (herein “HMS Agreement”) is effective as of the Effective Date between Tyler and Client and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the HMS Agreement will automatically renew for additional one year terms, at Tyler’s then-current rates, unless terminated by Client at least thirty (30) days’ in advance of the upcoming renewal date.

The headings used in the HMS Agreement are for reference purposes only and shall not be deemed a part of this HMS Agreement.

**II. Scope of the Agreement:**

Both parties acknowledge that this HMS Agreement covers only the services described below, for the internal business operations of the City of Rye, NY.

**III. Payment:**

1. Client agrees to pay Tyler the year prorated fee to be invoiced on the date we make the environment available to you. Thereafter, payments for any renewal period will be due annually in advance.
2. Any Hosted Managed Services and/or related materials performed or supplied by Tyler for Client that are not in-scope, as defined herein, will be invoiced to Client on a time and materials basis at Tyler’s then-current rates in accordance with the Agreement.

**IV. Scope of Services:**

Tyler will perform system administrative tasks on the AWS environment to include the following items:

- a) Infrastructure Monitoring
- b) System Software Monitoring

- c) Database Administration
- d) Data Backup
- e) Service Packs and Tyler Application Updates

Tyler will also provide the following services for the benefit of Client:

- a. Hosted Managed Services Service is available during Tyler's then-current business hours.
- b. HMS services are restricted to the Amazon Web Services infrastructure and environment only.
- c. Administration services are restricted to two Tyler environments: one live environment, and one test environment.
  - (1) In cases where additional environments exist, each additional environment will be subject to additional fees, which Tyler will quote to Client at Tyler's then-current rates.
- d. Tyler does not support, and this HMS Agreement does not include support services for, any third-party product. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third party product, but it is Client's responsibility to pursue support on third party products directly from that vendor or its authorized partners.

**V. Client Responsibilities:**

- a. Client shall install and maintain for the duration of this HMS Agreement a stable high-speed network connection available to connect to the AWS environment, and for remote connections. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.
- b. Client is responsible for all on-premise hardware, networking, peripheral devices, and all other third-party hardware/software.
- c. Client is responsible for installation and maintenance of on-premise Tyler client workstation software.
- d. Client is responsible for its GIS data including
  - Maintaining its GIS Data using Esri ArcGIS Desktop/Pro software
  - Pushing GIS data updates within the Tyler Software





# CITY COUNCIL AGENDA

DEPT.: City Departments

DATE: September 20, 2021

CONTACT: Greg Usry, City Manager

**AGNDA ITEM:** Resolution to declare certain City equipment as surplus.

**FOR THE MEETING OF:**

September 22, 2021

**RYE CITY CODE,**

CHAPTER

SECTION

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

**WHEREAS,** the City has been provided with a list of City equipment identified as being obsolete or has become obsolete during 2022, and,

**WHEREAS,** the Boat Basin and DPW have recommended that said equipment be declared surplus, now, therefore, be it

**RESOLVED,** that said equipment is declared surplus, and, be it further

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

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other

**BACKGROUND:** Several Department Heads have provided the attached list of equipment and vehicles that have become obsolete to their departments. They are recommending the City Council declare the items as surplus so the items can be disposed of in accordance with City Policy.

**CITY OF RYE, NY**  
**Boat Basin**  
**Memorandum**

DATE: September 10th, 2021

TO: Greg Usry, Interim City Manager


FROM: Rodrigo Paulino, Boat Basin Supervisor

RE: Continental Boat Surplus

---

**The Boat Basin would like to surplus a 1979 20ft Continental Work boat Vin# CTL21150M79A-OF with a 2003 Yamaha F115 HP Engine Serial# 68VX1016540 and a 1989 Sea lion dual axle roller trailer Serial # 45LBS2121K1050183 as it is no longer being utilized by the marina. These items will be listed for sale with a professional auction service company (Auctions International) as per the city's surplus policy and procedures and has an estimated minimum value of \$3,000. This vessel was donated to the Marina and accepted by City Council on 7/12/2017. If you have any questions, please feel free to reach out.**

**CITY OF RYE, NY**  
**Department of Public Works**  
**Memorandum**

DATE: September 15, 2021  
TO: Greg Usry, City Manager  
FROM: Ryan Coyne, City Engineer   
RE: Surplus Vehicles and Equipment

---

As discussed, we have developed a list of vehicles and motorized equipment that are no longer useful to City departments. This list is inclusive of the Departments of Public Works, Police (non-1033), Fire Department and Staff vehicles and equipment. We are requesting that the council deem these items as “surplus” so that we can proceed to auction.

Should you need additional information, please feel free to call me.

- 1988 Case W20C, Vin#JAK0019355, Mileage (DPW)
- 1999 Komatsu WA250, Vin# BR080622, Mileage 15,239 (DPW)
- 2003 Ford F550, Vin # 1FDAF57P53EC39596, Mileage 48,861 old TK 2 (DPW)
- 1997 Chevy C8500, Vin # 1GBP7H1J0VJ115834, Mileage 26,952 old Tk5 (DPW)
- Holmes Trailer, Vin # 5LVBL1822CA023021 (DPW)
- 2001 Chevy Tahoe, Vin # 1GNEK13V81J264454, Mileage 51,630 (REC)
- 2003 Chevy Tahoe, Vin # 1GNEK13Z13J295597, Mileage 118,423 old Tk 34 (PD)
- 2006 Ford Escape, Vin # 1FMYU96H26KD26500 Mileage 228,474 Car 86 (Staff)

**Other miscellaneous equipment**

- Air Jacks – (DPW)
  - (2) Lincoln Air Jacks
  - (1) Gray TNT 550 Air Jack
- Chipper Body – handmade for F550 dump body (DPW)
- (4) Diesel power Centrifugal fresh water pumps



# MEMORANDUM

City of Rye \* RyeTV  
City Hall Boston Post Road Rye, NY 10580 T: 914.967.7242

To: Greg Usry, City Manager  
From: Nicole Levitsky, RyeTV  
Date: 9/17/21  
Re: RyeTV Surplus

We have created a list of surplus studio equipment that will not longer be used by the City.

We request that the City Council declare these items “surplus” so that we may properly dispose of them:

<b>Studio Lights</b>			
<b>Light</b>	<b>Ser. No.</b>		
Arri 650 Plus			
Arri 650 Plus			
Arri 650 Plus			
Kino Flo - Image 40	3374		
Kino Flo - Image 40	3378		
Kino Flo - Image 40	3379		
Kino Flo - Image 20	2231		
Kino Flo - Image 20	2232		
Kino Flo - Image 20	2233		

Kino Flo - Image 20	2234		
Kino Flo - Image 20	2235		
Kino Flo - Image 20	2236		
Source Four 26* Stage Light			
Source Four 26* Stage Light			
Kino Flo - Image 40 Light Mounts			
ETC Smartfade Lighting Board	416000519		
ETC Smartboard Dimmer	3355000628		
ETC Smartboard Dimmer	335500638		
ETC Smartboard Dimmer	3355000637		
ETC Smartboard Dimmer	3355000767		
ETC Smartboard Dimmer	3355000627		
Arri 300	10177		
Lowel LPD			
Lowel LPD			
Lighting Grid			
Extra Bulbs			
Various Audio Accessories			
<b>Studio Audio</b>			
<b>Model</b>	<b>Ser. No.</b>	<b>Total</b>	
Whirlwind Connect multi-channel in/out (audio snake)	1307013		
Keystation Mini 32	BUDKN2260002 0		
Mic Stand		2	

<b>Studio Sets</b>			
<b>Part</b>	<b>Pieces</b>		
Studio Brown Table	6		
Studio Brown Tabletop	2		
Studio Black Table Legs	6		
Studio Black Table Tabletop	3		
Table Cart (wheeled) for Table Storage			
Cycloromater Track (Curtains)			
Large Black Curtain	2		
Small Blue Curtain			
<b>Storage</b>	<b>Amount</b>		
Large Metal Black Cabinet 7ft	1		
<b>Studio Video</b>			
<b>Model</b>	<b>Ser. No.</b>	<b>Notes</b>	
JVC Camera	073G1168		
JVC Camera	073G1170		
JVC Camera	073G1172		
JVC Studio Camera & Adaptor	143G1711 A		
JVC Studio Camera & Adaptor	143G1716 A		
JVC Studio Camera & Adaptor	143G1707 A		
Vinten Tripod	3319-1251		
Vinten Tripod	3319-12340		
Vinten Tripod	3319-11933		
JVC Viewfinder	113G0567		

JVC Viewfinder	113G0575		
JVC Viewfinder	113G0597		
JVC Focus & Zoom Unit			
JVC Focus & Zoom Unit			
JVC Focus & Zoom Unit			
Clear Com Audio communication system	20WC1590		
Clear Com Audio communication system	20WC1900		
Clear Com Audio communication system	20Wc1898		
<b>Studio Mounts</b>			
<b>Model</b>	<b>Ser. No.</b>		
Manfrotto 535 MPRO	C1984745		
<b>Control Room</b>			
<b>Model</b>	<b>Ser. No.</b>		
Alesis MultiMix 8 Line Audio Mixer			
Tascam CD-401 MKII CD player	04300020 973		
Tannoy Speaker			
Soundcraft Si Expression Audio Mixer	60169460		
Broadcast PiX Studio Switcher	BPP0819080526		
AJA Pro Deck Recorder	CCAF09LP0450 T7		
AJA Storage Drive	S0106841		
AJA Storage Drive	S0113235		
AJA Storage Drive	S0113194		

Marshall monitor -4 Preview Rack			
Sharp TV 52"	80001060		
Sharp TV 52"	80001070		
HP Elite Display E2729 Monitor	CNK7091VRH T		
<b>Tripods &amp; Monopods</b>			
<b>Model:</b>	<b>Ser. No.</b>		
Libec LX7 Pro Tripod	6A939		
Manfrotto 546B w/ VariZoom Tripod	C2283602   E238846		
Miller DS-10 Tripod	D 30704		
Miller DS-10 Tripod	D 37593		
Libec TH-650 DV Tripod			
Libec TH-650 DV Tripod			
Libec TH-650 DV Tripod			
Manfrotto 557B Monopod			
Manfrotto 557B Monopod			
Miller Monopod			
Miller DS-10	D 32895		
Steadicam Phone Mount			
<b>Microphones</b>			
<b>Model</b>	<b>Ser. No.</b>		
Shure Legendary Vocal Microphone	28AF2032		
Sony Electret Condenser Microphone ECM-55B	881636		
Sony Electret Condenser Microphone ECM-55B	238167		



Sony Electret Condenser Microphone ECM-55B	238166		
Sony Electret Condenser Microphone ECM-55B	236999		
Sony Electret Condenser Microphone ECM-55B	238163		
Sony Electret Condenser Microphone ECM-55B	236998		
Sony Electret Condenser Microphone ECM-77B	827993		
Sony Electret Condenser Microphone ECM-77B	881637		
Sennheiser Shotgun Microphone (Metal)	71077		
Shure SM90 Omnidirectional Condenser Microphone			
Voice Technologies Lapel Microhpone			
EV RE50B Handheld Microphone			
EV 635N/D-B Handheld Microhone			
EV 635A/B Handheld Microphone	636		
EV 635A/B Handheld Microphone	1107		
Mic Stand			
<b>Wirless Microphone Kits</b>			
<b>Model</b>	<b>Ser. No.</b>		
Sennheiser EW100 9v Wireless Kit			
- Bodypack Reciever	146358		
- Bodypack Transmitter	214966		
Sennheiser EW100 Wireless Plug On Transmitter	4130002236		

Lapel Microphone Cord to 1/4 Connector Cord			
XLR to 1/4 Connector Cord			
1/4 Audio Jack to 1/4 Connector Cord x2			
<b>Audio Recorders</b>			
<b>Model</b>	<b>Ser. No.</b>		
Zoom H6 Handy Recorder	60271		
- Zoom XY Stereo Mic	14081		
- Zoom MS Stereo Mic	14091		
Zoom F1 Field Recorder	C20031129		
Zoom F1 Field Recorder	C20031128		
Zoom H4n	120929		
Zoom F1 Field Recorder	C20020418		
Zoom F1 Field Recorder	C20006118		
<b>Audio Mixers</b>			
<b>Model</b>	<b>Ser. No.</b>		
Wendt 3 Channel Mixer	3798		
Shure SCM410 Mixer			
Focusrite Saffire Pro 14			
<b>Lighting</b>			
<b>Model</b>	<b>Ser. No.</b>		<b>Total</b>
Lite Panels Kit Camera Light Kit (Spot)	LP20 + 14040		
Miniburst 256 Camera Light Kit			

Lightpanels Camera Light (Flood)	LP50 + 18748		
TORCHLED Led Light	X115171		
Lowel Light Mount Kit			
Lite Panels LED Light Kit			
ARRI Light Kit			
Lowel TOTA Light Kit			
Impact Speedring/Softbox Kit			
Impact Softbox/Diffuser Kit			
Kino Flo Diva Lite 200 Light Kit			
Neewer Light Reflector			
Visual Departures Flexfil Light Diffuser			
Visual Departures Flexfil Light Diffuser			
Lowel Light Stand			4
Lowel TOTA Light (free)			
Litepanels Light Stand			
Lightstand			
Impact C-Stand (in Pelican box)			3
<b>Misc Equipment</b>			
<b>Model/Kit</b>	<b>Ser. No.</b>		
Ikan Shoulder Mount			
Ikan Shoulder Mount			
Ikan Shoulder Mount fasteners			
Miller L.W. Pro Dolly			
Miller L.W. Pro Dolly			

Varizoom Lens Control + View Finder			
Bosch I-Driver Powered Screw Driver (+ Kit)	886001649		
Westscott Photo Basic Green Screen			
Impact Chroma Green Screen 10'x12'			
Impact White Screen			
Impact Muslin Black 10'x12'			
Impact Background Support Screen Kit			
Tool Kit			
Fostex 6301B Speaker	0268982HA		
<b>GoPro Kit</b>			
<b>Model</b>	<b>Ser. No.</b>	<b>Total</b>	
GoPro Hero 3	HD3BB051		
Steadycam Smoothie	4130833		
GoPro Suction Cup Mount			
GoPro Adhesive Flat Mount		2	
GoPro Remote Record Control	RMTEB02139B8 D9B		
GoPro Hero 3 Case			
GoPro Hero 3 Watersealed Case Back		2	
GoPro Hero 3 Open Case Back		2	
GoPro Adhesive Surboard Mount			
GoPro Adhesive Curved Mount			
GoPro Mount Buckle		2	

GoPro Raised Mount Buckle		2	
GoPro Tripod Mount			
GoPro Pivot Arms		3	
GoPro Hero 3 Battery			
<b>Cameras</b>			
<b>Model</b>	<b>Ser. No.</b>		
Samsung Gear 360	RFAH70EHZDE		
Canon Vixia HF G20	632672001896		
Canon Vixia HF G20			
Canon Vixia HF G20	632692203631		
Canon Vixia HF G40	32242000734		
Canon Vixia HF M32	282080100825		
Canon EOS 30D	720501507		
Nikon D3400	3856185		
Canon XA35	12479000111		
Panasonic P2	G8TC00538		
Panasonic P2	H6TC00442		
Canon GL1	2110202481	Canon GL1	2110202
Canon HL2	132810810357	Canon HL2	1328108
<b>Camera Lenses &amp; Accessories</b>			
<b>Model</b>	<b>Ser. No.</b>	<b>For</b>	
Lensbaby Composer Tiltshift Lens		Canon EOS 30D	
<b>Batteries &amp; Chargers</b>			

<b>Model</b>	<b>Ser. No.</b>	<b>For</b>	<b>Total</b>
Canon CA-750 Compact Power Adapter		Vixia	
Canon CG-800 Battery Charger		Vixia	
Canon CG-800 Battery Charger		Vixia	
Canon BP-808 Battery Pack	201307 G	Vixia	
Canon BP-808 Battery Pack	201307 G	Vixia	
Canon BP-808 Battery Pack	201309 I	Vixia	
Canon BP-808 Battery Pack	201309 H	Vixia	
Canon BP-820 Battery Pack	201712 A	Vixia	
Canon BP-828 Battery Pack	201604 D	Vixia	
Canon BB-828 Battery Pack	201604 D	Vixia	
Zoom AD-14A/D AC Adaptor	101203539	Zoom	
Panasonic Battery Pack		Panasonic P2	5
Panasonic DE-A20 B Battery Charger/AC Adaptor	E6A0925DC R	Panasonic P2	
Panasonic DE-A20 B Battery Charger/AC Adaptor	F8B1102DC R	Panasonic P2	
<b>Tripods</b>			
<b>Model</b>	<b>Ser. No.</b>	<b>Plates</b>	
Miller DS-10	D 32895	n/a	
Steadicam Phone Mount			
<b>Tape Recorders</b>			
<b>Model</b>	<b>Ser. No.</b>		
Panasonic AG-7650 VHS Recorder	L1TC00129		
Panasonic Video Cassette Player	B9TC00029		

JVC Video Cassette Recorder	9311490		
Sony DSR-40 Digital Video Cassette Recorder	16064		
Panasonic AG-7350 VHS Recorder	H3TA00042		
Sony HDV Recorder	11900		
<b>Misc.</b>			
<b>Model</b>	<b>Ser. No.</b>		
Knox RS8x8 <i>HB</i> Routing Switcher	CO-020927-1-00 2		
Camera Chest Harness (in Blue Bag)			
Glidecam 2000 Pro			
Phihong A/C Switching Power Supply			
Tech Electronics VDS - 2 Video Detector Switcher	5129		
OmniMount 75 WA Wall Mounts			
Ikan Portable Teleprompter (iPAd)			
Macintosh Macbook Pro	W81030SJ6Z		
C-Stand Kit (3 C-Stands)			
Macbook Pro	C02W70ZFHTDF		
Ikan Portable Teleprompter (iPAd)			
Knox RS8x8 <i>HB</i> Routing Switcher	CO-020927-1-00 2		
Camera Chest Harness (in Blue Bag)			
Glidecam 2000 Pro			
C-Stand Kit (3 C-Stands) Pelican			
Sennheiser eH 150 Headphones			

Editing Table w/ Upper Cabinet			
Extension Cords			3
Blue Fabric Stackable Chairs			8
<b>Lighting</b>			
<b>Model</b>	<b>Ser. No.</b>		
Chimera 9810AL Metal DIA. Speed Ring			
Barn Doors x4			
Box of Lightbulbs			
Box of Lightgrills			
Roll of Light Diffusers/Gels			
Box of Light Diffusers, Gells, Grills &. Reflectors			
<b>Lighting</b>			
<b>Model</b>	<b>Ser. No.</b>		
Chimera 9810AL Metal DIA. Speed Ring			
Barn Doors x4			
Box of Lightbulbs			
Box of Lightgrills			
Roll of Light Diffusers/Gels			
Box of Light Diffusers, Gells, Grills &. Reflectors			
<b>Edit Bays</b>			
<b>Equipment:</b>	<b>Ser. No.</b>		



Mac Pro Tower	F7KQ50MSF694		
Acer Predator Tower	UDP01AA91983 4000400100		
Acer UHD4k2k Monitor	75005918185		
Mac Pro Tower	F5KN119PFP9V N		
Mac Monitor	2A10406T6JL		
Mac Cinema HD Display Monitor	CY6370ZBUG1		
Macintosh Monitor	C02PX27RF2GC		
Macintosh Monitor	CY845053XMP		
Macbook Pro	C02W70ZFHTDF		2017
Macintosh Macbook Pro (old)	W81030SJ6Z		
Extron Mav 44 AV Switcher	A0R47QF E25786		
Panasonic Viera LCD TV	MX70730115		
Soundcraft Mini Stagebox			
Soundcraft s1 Expression audio board	30385873		
Cablecast SX2 Tightrope Media System	10066		
Compact Disc server hub	X41XEC		
CD Duplicator	00332-002664		
<b>Server Room</b>			
<b>Model</b>	<b>Ser. No.</b>	<b>Pro. No.</b>	
5x5 Video Audio Matrix Switcher	2010938734		
Dolby Encoder	AAYXXMH		

Tightrope Server - Carousel	58371		
Swagit Streaming Encoder	BB3Y51		
Netgear Gigabit Switch	2W027156008F A		
Netgear GS105 Gigabit Switch	3TL1635M02FFC		
Juniper Network SSG5	01620620140014 92		
Panasonic Video Monitor	KA3340130		
Matrox Convert DVI Plus	TAE69445		
Triplite Power Top	1B6462		
Black Design Smart Hub Clean Switch 12x12			
TP-Link PoE Injector	2159342013843		
TP-Link PoE Injector	12C71001241		
Mini Converter SDI to Analog	2600843		
Mini Converter SDI to Analog	2556012		
Mini Converter SDI to Analog	2600823		
Mini Converter SDI to Analog	2600859		
Mini Converter SDI to Analog	2463750		
Mini Converter SDI to Analog	2463247		
Mini Converter SDI to Analog	2463265		
dbx Compressor Limiter Gate			
Denon AM-FM Radio Stereo Tuner	8101		
Tightrope Server			
APC		B-2CC0- F89B-690D	
Sigma Electronic Color Sync Generator			
Leitch Audio Distribution Amplifiers			

Sony DV Cassette Recoreder	2329		
Leader LV77 Multi SDI Rasterizer	4077210		
JVC Remote Control Unti			
JVC Remote Control Unti			
JVC Remote Control Unti			
Bittree Patch Amp			
ADVC-HDMI Advanced Digital Video Converter			
Model HD8021 HD/SD-SDI Converter			
HPL170 Monitor	GS917A		
Black Storage Cart for Server Equipment			7ft +
Black Storage Cart for Server Equipment			6ft
Panasonic AG-7650 VHS Recorder	L1TC00129		
Panasonic Video Cassette Player	B9TC00029		
JVC Video Cassette Recorder	9311490		
Sony DSR-40 Digital Video Cassette Recorder	16064		
Panasonic AG-7350 VHS Recorder	H3TA00042		
Sennheiser Shotgun Microphone			
Comprehensive XLR to 1/4 [1ft]			



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Resolution to amend the 2021 Adopted Fees and Charges for the Boat Basin to increase certain winter storage fees for both residents and non residents.

**FOR THE MEETING OF:**

September 22, 2021

**RYE CITY CODE:**

CHAPTER  
SECTION

**RECOMMENDATION:** That the Council amend the 2021 Adopted Fees and Charges for the Boat Basin Enterprise Fund.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Boat Basin Commission is requesting that the City Council amend the following 2021 Adopted Fees and Charges for the Boat Basin Enterprise Fund:

- Resident Land Storage from \$35 per foot to \$40 per foot
- Non-resident Land Storage from \$47 per foot to \$52 per foot
- Resident Land Storage on Slip Holder from \$38.50 per foot to \$42 per foot
- Non-resident Land Storage on Slip Holder from \$51.70 per foot to \$55 per foot
- ayak Winter Rack Storage from \$300 to \$315
- Winter Wet Float Storage from \$12 per foot to \$15 pe foot

This revenue increase will help support the longevity of the Boat Basin.

See attached memo from the Basin Supervisor, Rodrigo Paulino.

**CITY OF RYE, NY**  
**Boat Basin**  
**Memorandum**

DATE: September 10<sup>th</sup>, 2021

TO: Greg Usry, Interim City Manager

FROM: Rodrigo Paulino, Boat Basin Supervisor

RE: Boat Basin Winter Fee Increases

---

**Boat Basin Commission is requesting that the City Council amend the following 2021/22 Adopted Fees and Charges for the Boat Basin Enterprise Fund:**

- Kayak Winter Rack Storage – Current fee \$300 + Tax. **New Fee \$315 + Tax**
- Winter Storage on Land Non-Resident – Current fee \$47/ft + Tax. **New Fee \$52/ft + Tax**
- Winter Storage on Land - Resident – Current fee \$35/ft + Tax. **New Fee \$40/ft + Tax**
- Winter Storage on Land/ Non Slip Holder – Resident – Current Fee \$38.50/ft + Tax.  
**New Fee \$42.00/ft + Tax**
- Winter Storage on Land/ Non Slip Holder – Non Resident – Current Fee \$51.70/ft + Tax  
**New Fee \$55.00/ft + Tax**
- Winter Wet Float Storage – Current fee \$12/ft. – **New Fee \$15/ft**



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 14, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Adjourn until October 20, 2021 the public hearing for consideration of a petition from The Miriam Osborn Memorial Home to amend the text of the City of Rye Zoning Code Association to create new use and development standards for “Senior Living Facilities” in the R-2 Zoning District.

**FOR THE MEETING OF:**  
September 22, 2021

**RECOMMENDATION:** That the City Council continue the public hearing.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

## BACKGROUND:

The City Council has received a petition from Miriam Osborn Memorial Home Association (“The Osborn”) to amend Chapter 197, *Zoning*, of the City Code to allow “Senior Living Facilities” (“SLF”) in the City’s R-2, *Single-Family Residence*, District. The petition submitted by The Osborn seeks to amend the text of the City Zoning Code to allow SLF in the City’s R-2 District. The proposed amendment would allow SLF as a new permitted use in the R-2 Residence District on those properties with 50 or more contiguous acres. The proposed amendment also includes new restrictions and requirements regarding maximum floor area, building setbacks, lot coverage and other development standards.

As currently proposed, the amendment would only apply to property currently owned by The Osborn. This property is the only property currently located in the R-2 District that meets the proposed 50-acre minimum lot area requirement. Currently, The Osborn is regulated outside of the City Zoning Code by way of a Declaration of Covenants and Restrictions, dated October 15, 1993.

The proposed amendment would regulate land use at The Osborn to include new standards that would allow The Osborn to make improvements to its campus that the current Covenants and Restrictions do not allow.

The latest submission (February 19, 2021), which includes findings from a traffic and sewer evaluation is attached. For prior submissions and other related information, please visit: [Osborn Zoning](#) on our website.



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration of a request by the Rye Chamber of Commerce to close a portion of Purchase Street on Sunday, November 28, 2021 from 7:00 a.m. to 5:00 p.m. for the Mistletoe Magic event.

**FOR THE MEETING OF:**

September 22, 2021

**RECOMMENDATION:** That the Council hear the presentation.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The Chamber is requesting the Council authorize the closing of Purchase Street for its annual Mistletoe Magic event to be held this year on Sunday, November 28, 2021 from 7:00 a.m. to 5:00 p.m.

See attached request.



Aug 11, 2021

Carolyn E. D'Andrea  
City Clerk  
City of Rye  
1051 Boston Post Road  
Rye, New York 10580

RE: 2021 Mistletoe Magic

Dear Ms. D'Andrea:

On behalf of the Rye Chamber of Commerce, I am writing to request permission from the City Council for use of Purchase Street (November 28<sup>th</sup> 2021 from 7 am to 5 pm) for 2021 Mistletoe Magic.

Mistletoe Magic is a downtown holiday family fun event on the Sunday following Thanksgiving. This event involves the closing of Purchase Street with lots of fun activities and performers for the entire family. Again this year we are trying to make it more of a holiday, hometown family festival with lots of crafts, activities and some games. All proceeds go to the Rye Chamber of Commerce Scholarship Fund.

Upon City Council approval, I will contact the Public Safety Commissioner to make sure the village officer is aware of this seasonal activity. An insurance certificate will also be provided.

Thank you in advance for your consideration.

Very truly yours,

.

Tony Coash  
President,  
Rye Chamber of Commerce





# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 22, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration of a request by the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club to have a TieTheTownPink breast cancer awareness campaign in the City of Rye during the month of October, 2021.

**FOR THE MEETING OF:**

September 22, 2021

**RECOMMENDATION:** That the Council consider granting the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Sole Ryeders & Friends, together with the Rye High School Breast Cancer Awareness Club and the RHS Crew team, will launch TieTheTownPink, a breast cancer awareness campaign whose goal is to adorn hundreds of trees throughout the City of Rye with pink ribbons on the morning of October 1, 2021 to show support of people and their families who are fighting breast cancer. They seek permission from the City of Rye to tie large pink ribbons around trees and lampposts throughout the City and on downtown Purchase Street from October 1 – 31, 2021. They would also like permission to tie ribbons at Disbrow Park and Nursery Field. Sole Ryeders & Friends will take responsibility for placing the ribbons around town and will take all ribbons down at the end of the campaign.

## Ruttenberg, Noga P.

---

**From:** City Clerk  
**Sent:** Monday, August 30, 2021 10:37 AM  
**To:** Ruttenberg, Noga P.  
**Subject:** FW: SOUL RYEDERS' TieTheTownPink

Hi Noga,  
Forwarding this for the agenda.  
Thanks,  
Euka

---

**From:** Souza, Julie A.  
**Sent:** Monday, August 30, 2021 10:21 AM  
**To:** Lesley Findlay <lesley@soulryeders.org>; City Clerk <cityclerk@ryeny.gov>; Josh Cohn <cohnj1.0@gmail.com>  
**Subject:** Re: SOUL RYEDERS' TieTheTownPink

Love this! Of course. (Love the new ribbons!) Copying Carolyn D'Andrea, the city clerk, and Mayor Cohn who can make sure this ends up on our next agenda.  
Thank you, Lesley!  
Julie

On Aug 30, 2021, at 9:25 AM, Lesley Findlay <[lesley@soulryeders.org](mailto:lesley@soulryeders.org)> wrote:

Hi Julie -

I hope you and your family are enjoying these last sweet days of summer!

May I ask for your help again this year? SOUL RYEDERS has launched our 8th TieTheTownPink campaign and it's already off to an incredible start! As you know, annually we ask permission from the Rye City Council to be able to hang ribbons through the City of Rye and I respectfully ask that permission again.

The focus of the campaign changed last year to align with our mission of supporting ANYONE facing ANY TYPE of cancer, as well as highlighting the importance of being screened and tested for all cancers. Sadly, we are seeing the after effects of the delayed doctor's appointments and screenings. And once again, SOUL RYEDERS will be *donating* ribbons to all local businesses that have purchased a ribbon from us since 2018 as we know the pandemic continues to adversely affect so many of them. It is our way of thanking and supporting them.

New this year: our ribbons are handmade in the USA of 100% natural burlap! They are environmentally friendly and a beautiful deep shade of pink. We are thrilled with them and hope everyone else will be, too! (I've attached a photo for you to see).

TieTheTownPink has always been a volunteer-oriented campaign and this year will be no different. The entire nature of the campaign works well with our social distancing protocols: all ribbons sales are online/contactless and the tie-ing of the ribbons is all outdoors and can be taken

on as a family volunteer opportunity with any high school aged children earning community service hours.

Please let me know if this can be presented to the City Council for approval...I am happy to answer any questions you may have.

Thank you!

Lesley

-----  
Lesley Findlay  
Director of Operations  
Pronouns: she/her  
**SOUL RYEDERS**  
1091 Boston Post Road  
Rye, NY 10580  
[soulryeders.org](http://soulryeders.org)



SOUL RYEDERS provides personalized resources, innovative programs and community support to anyone in the New York Tri-State area impacted by any type of cancer.

Email Reality Check: You may see emails & messages from me at irregular hours. I often work at times that fits my family's needs - especially during this time. Please don't feel pressure to reply immediately, if at all, depending on the context of the communication.

<2021 Ribbon close up.jpg>



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: September 13, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration of request from the Rye Free Reading Room to use the Village Green from 8 am to 6 pm for the Rye Children's Book Festival on October 10, 2021.

**FOR THE MEETING OF:**

September 22, 2021

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council approved the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached request.



---

**September 13, 2021**

**Honorable Joshua Cohn, Mayor  
Rye City Council**

**Dear Mayor Cohn:**

**The Rye Free Reading Room respectfully requests the use of the Village Sunday, October 10, 2021 to host the Rye Children's Book Festival. In order to allow time for setup and cleanup, we would like to request permission to use the Green and Haviland Lane from 8 am to 6 pm. We also respectfully requests permission to host four food trucks on October 10 as part of the book festival.**

**The trucks would sell food during the run of the event, 10 am to 4 pm, and would be located on Haviland Lane. No amplified sound will be used by the vehicles.**

**Thank you for your consideration of this request.**

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Chris Shoemaker', written in a cursive style.

**Chris Shoemaker  
Library Director**



# CITY COUNCIL AGENDA

DEPT.: City Manager's Office

DATE: September 13, 2021

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration of a request from the Rye Free Reading Room to have 4 food trucks at the Rye Children's Book Festival on Haviland Lane by the Village Green on October 10, 2021.

**FOR THE MEETING OF:**

September 22, 2021

**RYE CITY CODE,**

CHAPTER

SECTION

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

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

Waive § 144-8D and G of the City Code.

**BACKGROUND:** The City Manager's Office received a request from the Recreation Department asking for the Rye Free Reading Room to have 4 food trucks at the Rye Children's Book Festival on Sunday, October 10, 2021. The Council will have to waive § 144-8D and G which states;

§144-8 Restrictions states that licensed hawker, peddler or solicitor shall:

D. Not stand nor permit the vehicle used by him or her to stand in one place in any public place or street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the ground floor thereof objects.

G. Not create or maintain any booth or stand, or place any barrels, boxes, crates or other obstructions, upon any street or public place for the purpose of selling or exposing for sale any goods, wares or merchandise.

See attached.



---

**September 13, 2021**

**Honorable Joshua Cohn, Mayor  
Rye City Council**

**Dear Mayor Cohn:**

**The Rye Free Reading Room respectfully requests the use of the Village Sunday, October 10, 2021 to host the Rye Children's Book Festival. In order to allow time for setup and cleanup, we would like to request permission to use the Green and Haviland Lane from 8 am to 6 pm. We also respectfully requests permission to host four food trucks on October 10 as part of the book festival.**

**The trucks would sell food during the run of the event, 10 am to 4 pm, and would be located on Haviland Lane. No amplified sound will be used by the vehicles.**

**Thank you for your consideration of this request.**

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Chris Shoemaker', written in a cursive style.

**Chris Shoemaker  
Library Director**