

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

**REGULAR MEETING OF THE CITY COUNCIL  
VIA ZOOM CONFERENCE  
Wednesday, March 16, 2022  
6:30 p.m.**

*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/98252338886?pwd=U0g0Y2phL1NocHBtRmpZYzlKTmY1UT09>

Or phone: (646) 558-8656 or (301) 715-8592 or (312) 626-6799  
Webinar ID: 982 5233 8886  
Password: 819269

*[The Council will convene via ZOOM CONFERENCE at 5:30 p.m. and it is expected they will adjourn into a teleconference Executive Session at 5:31 p.m. to discuss pending litigation, personnel matters and pending contracts.]*

1. Roll Call.
2. Draft unapproved minutes of the Regular Meeting of the City Council held March 2, 2022.
3. Post Ida Storm Update.
4. Set a public hearing for April 6, 2022 adopting a six-month moratorium in the City of Rye temporarily limiting the approval of any new mechanical rock removal, drilling or boring application to fifteen (15) calendar days and prohibiting the review, processing or approval of any blasting applications for the duration of this moratorium.
5. Authorization to fund \$240,000 in engineering consulting services for the design of the Forest Avenue Pedestrian Improvement Project.

6. Food Scrap Recycling Program discussion.
7. Continue 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.
8. Residents may be heard on matters for Council consideration that do not appear on the agenda.
9. Consideration to waive through September 1, 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.
10. Consideration of a request from Rye Sustainability Committee to co-host a Compost Give Back Day on Saturday, April 23, 2022 from 7 am – 2 pm at the Rye Town Park parking lot at a cost to the City not to exceed \$1500. Rye residents may collect free compost with their own shovel and container to coincide with spring planting.
11. Resolution expressing the City’s support for Rye Sustainability Committee’s (RSC) campaign seeking to earn credit for the Community Campaigns High-Impact Action under NYSERDA’s Clean Energy Communities Program, specifically Clean Heating and Cooling and Energy Efficiency.
12. Adjourn until April 20, 2022 the public hearing to create a new local law, Chapter 122, “Landscapers and Leaf Blower Regulations” requiring all landscapers to obtain an annual permit in order to operate as a landscaper and restrict the use of leaf blowers.
13. Old Business/New Business.
14. Adjournment

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The next regular meeting of the City Council will be held on Wednesday, April 6, 2022 at 6:30 p.m.

\*\* City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at [www.ryeny.gov](http://www.ryeny.gov) under “RyeTV Live”.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on March 2, 2022, at 6:30 P.M.

PRESENT:

JOSH COHN, Mayor  
BILL HENDERSON  
EMILY HURD  
CAROLINA JOHNSON  
JOSHUA NATHAN  
JULIE SOUZA  
BENJAMIN STACKS  
Councilmembers

ABSENT: NONE

The Council convened at 6:30 P.M. by videoconference pursuant to the NYS Legislature waiving requirements of the Open Meetings Law. The meeting was streamed live at [www.ryeny.gov](http://www.ryeny.gov) for public viewing.

1. Roll Call.

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

2. Draft unapproved minutes of the Regular Meeting of the City Council held February 16, 2022.

Mayor Cohn recommended a change to the minutes; he stated there was one substantive addition regarding Councilwoman Souza's comments on the Steep Slopes Law. The City Clerk made the appropriate changes.

Councilwoman Souza made a motion, seconded by Councilman Henderson to approve the minutes of the Regular Meeting of the City Council held February 16, 2022.

3. Post-Ida Storm Update.

Mayor Cohn gave an update. He reported that he met with Harrison Mayor/Supervisor, Rich Dionisio, and also with Port Chester Mayor, Luis Marino. They discussed flooding and each municipality's cooperation was requested. Supervisor Dionisio agreed to cooperation regarding the Blind Brook water shed and the Beaver Swamp Brook to find ways of controlling flooding. Mayor Marino agreed to cooperative with the Blind Brook water shed. Studies are underway.

Mayor Cohn reported that additionally, there was a meeting hosted by DEC, which included Rye Brook, Harrison, state elected officials, county representatives, and DEC personnel. Joint progress was discussed. The subject of Beaver Swamp Brook was discussed, and DEC will be starting a parallel study of flooding on Beaver Swamp Brook.

4. Update on City's Capital Projects Program

Rye City Planner, Christian Miller gave an update on the ongoing capital projects. He spoke about four DPW building improvement projects. There have been some supply chain delays. Building 5 is advancing and could break ground next year if the schedule holds true. The council referred for advisory review. Mr. Miller shared a photo of the proposed building. The cost estimate remains \$6.3 million.

The current salt shed proposal puts it at the rear of the DPW property and combines it with the city's current recycling center. The project will be going to the Planning Commission in March or April. Mayor Cohn asked about the project going to the Planning Commission prior to the council choosing a design. Mr. Miller responded that the footprint would be the same, and the council will still have the option to choose a design. Mayor Cohn asked for the financial comps for the two designs so it could be decided upon at the next meeting.

Mr. Miller gave an update on sewer projects. About half of the cost is covered by grants in the amount of over \$4 million. The Brevoort Force Main is under construction. The City's share of the \$1 million project was \$381,000. The Locust Avenue Siphon By-Pass project is under construction. The old siphon was almost impossible to repair, which resulted in frequent maintenance. A new sewer line connection is being constructed to correct this. The Central Avenue Pump Station project is about to begin. The current system has 2 pumps working the sewer line and diverting it. The new pump station will move the sewer line under I-95. Councilwoman Souza asked about project completion dates. Mr. Miller responded they should be done by June, with the Central Ave. Pump possibly taking a little longer.

Car Park 1 is currently being used for the staging area in construction for the Locust Ave. sewer. Once that's done, the Car Park 1 project will be able to begin. The project will include stormwater measures designed for water quality. The preliminary design is under review.

City Hall HVAC replacement construction should start Fall 2022. There was a grant being pursued to bring down the cost. City Hall will be remote in phases during stages of construction.

The Theodore Fremd Wall project is a complex job due to utilities and jurisdiction issues. Alternative funding is being explored.

The Forest Avenue Sidewalks project consultant has been identified following guidelines and requirements of DOT. The contract will be presented to the city council at the next meeting.

In reference to the Police/Court Improvements project, the court must be temporarily moved to Car Park 5 to begin the improvements. Trailer/modular units need customization for the unique requirements of the court. Cost estimates are ongoing. Mayor Cohn recognized the challenges in the project.

5. Capital Project Finance Plan.

City Manager Usry reviewed the finance plan seeking authorization to issue \$13.55 million of general obligation debt on the City’s credit. Along with grants and cash accumulated, the total is approximately \$30 million. That still leaves approximately \$2 million in terms of total projects. This is the largest infrastructure project in the City’s history. Completion will take several years. Additional grants are being pursued. The capital needs of the City are broken into 3 sections: sewer projects, DPW projects, and miscellaneous projects. The current sewer projects cost to the city is currently estimated to be \$4.4 million. The current DPW projects are estimated at a cost to the City of \$8.5 million. The current miscellaneous projects are estimated at a cost to the City of \$10 million. All projects are subject to city council approval of bids. Total needs are \$31.6 million and total sources of funds of \$29.6 million, which includes \$6.6 million in capital projects reserve, a little under \$7 million current in grants, the debt \$13.55 million, and the American Recovery Plan Act money of \$800,000. There is a \$2 million shortfall, which does not include grants that are currently being pursued or additional resources over the next few years.

Councilwoman Hurd asked if money could be pulled from the General Fund. Mr. Usry responded the General Fund reserve is 10% of the General Fund expense, about \$4.5 million. It is there for extraordinary circumstances as needed. Councilman Henderson asked about taxes. Mr. Usry responded the proposal would ask for issuance of unused 2012 bonds. There will be no tax raise in 2022 as a result of the debt service.

The public was invited to speak on the matter, but there was no one who wished to speak.

5a. Resolution adopting a negative declaration under the State Environmental Quality Review Act for various capital improvements classified as unlisted actions.

Councilwoman Souza made a motion, seconded by Councilman Stacks, to adopt the following resolution:

**ENVIRONMENTAL COMPLIANCE RESOLUTION TO MAKE FINDINGS AND DETERMINATIONS**

WHEREAS, the City Council of the City of Rye, New York (the “City Council” and the “City”, respectively), intends to construct various improvements as indicated below:

DPW Building 5 – preliminary determination based on EAF  
Locust Avenue Sewer Main  
Salt Shed - preliminary determination based on EAF

(collectively, the “Proposed Action”);

WHEREAS, the Proposed Action is an Unlisted Action pursuant to Article 8 of the New York Environmental Conservation Law and Title 6 of the New York Code of Rules and Regulations, Part 617, known as the New York State Environmental Quality Review (SEQR) Act (collectively, the “Regulations”); and

WHEREAS, the City has prepared a Short Environmental Assessment Form, (the “EAF”) in compliance with the regulations; and

WHEREAS, said review has resulted in a reasoned determination that the Proposed Action will NOT result in any large and important impact(s) and, therefore, is one which will not have a significant negative impact on the environment; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Rye, as lead agency, that a NEGATIVE DECLARATION for the Proposed Action, be issued in full compliance with the New York State Environmental Conservation Law and the New York State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED that the City shall maintain a file, readily accessible to the public, in the office of the City Clerk, containing this resolution, and the EAF.

This resolution shall take effect immediately upon its adoption.

**ROLL CALL**

Ayes: Mayor Cohn, Councilmembers Henderson, Hurd, Johnson, Nathan, Souza, Stacks  
Nays: None  
Absent: None

5b. Resolution classifying various capital improvements as Type II actions under the State Environmental Quality Review Act.

**ENVIRONMENTAL COMPLIANCE RESOLUTION TO MAKE FINDINGS AND DETERMINATIONS**

Councilwoman Souza made a motion, seconded by Councilwoman Hurd, to adopt the following resolution:

**WHEREAS**, the City Council of the City of Rye, New York (the “City Council” and the “City”, respectively), intends to construct various improvements as indicated below:

HVAC replacement at Rye City Hall  
Fuel Tank replacement  
Brevoort Force Main  
Central Avenue  
Midland Avenue  
DPW Building 7

(collectively, the “Proposed Action”);

**WHEREAS**, the Proposed Action is a Type II Action pursuant to Article 8 of the New York Environmental Conservation Law and Title 6 of the New York Code of Rules and Regulations, Part 617, known as the New York State Environmental Quality Review (SEQR) Act (collectively, the “Regulations”); and

**WHEREAS**, the City has prepared a Short Environmental Assessment Form, (the “EAF”) in compliance with the regulations; and

**WHEREAS**, said review has resulted in a reasoned determination that the Proposed Action will NOT result in any large and important impact(s) and, therefore, is one which will not have a significant negative impact on the environment; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Rye, as lead agency, that a NEGATIVE DECLARATION for the Proposed Action, be issued in full compliance with the New York State Environmental Conservation Law and the New York State Environmental Quality Review Act; and be it further

**RESOLVED** that the City shall maintain a file, readily accessible to the public, in the office of the City Clerk, containing this resolution, and the EAF.

This resolution shall take effect immediately upon its adoption.

**ROLL CALL**

Ayes: Mayor Cohn, Councilmembers Henderson, Hurd, Johnson, Nathan, Souza, Stacks  
Nays: None  
Absent: None

5c. Resolution to issue \$4,200,000 of bonds to finance the costs of various City projects related to sewer improvements.

Councilman Henderson made a motion, seconded by Councilman Nathan, to adopt the following resolution:

**BOND RESOLUTION, DATED MARCH 2, 2022 AUTHORIZING THE ISSUANCE OF UP TO \$4,200,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF RYE, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION OR RECONSTRUCTION OF OR ADDITION TO A SEWER SYSTEM IN AND FOR THE CITY.**

WHEREAS, the City Council of the City of Rye (the “City”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the City to authorize, in accordance with the Local Finance Law, the financing of the acquisition, construction or reconstruction of or addition to a sewer system in and for the City, including any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$4,200,000, for which no funds have heretofore been borrowed, all in accordance with the Local Finance Law (the “Project”); and

WHEREAS, the City Council of the City has not taken any action or adopted any local law which would require the effectiveness of this bond resolution be subjected to a permissive or mandatory referendum.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rye, located in the County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$4,200,000, pursuant to the Local Finance Law, in order to finance the costs of the Project.

Section 2. The City Council has ascertained and hereby states that (a) the estimated maximum cost of the Project is not to exceed \$8,336,625, (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project, (c) the City Council of the City plans to finance the costs of the Project from (i) grants-in-aid anticipated to be received by the City in an estimated amount of \$3,964,500 and available funds of the City in the amount of \$172,125 and (ii) the proceeds of the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the principal amount of \$4,200,000, (d) the maturity of the obligations authorized herein will not be in excess of thirty (30) years, and (e) on or before the expenditure of moneys to pay any costs for the Project, for which proceeds of any obligations authorized herein are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize capital financing of such expenditure.

Section 3. It is hereby determined that the Project is a specific object or purpose, or of a class of object or purpose, described in subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is thirty (30) years. The serial bonds authorized herein shall have a maximum maturity of thirty (30) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize the issuance of the serial bonds authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, including whether to issue such obligations on the basis of substantially level or declining annual debt service, are hereby delegated to the City Comptroller, as the chief fiscal officer of the City. The City Comptroller is hereby authorized to execute by manual or facsimile signature on behalf of the City, all serial bonds authorized herein and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk, or the Deputy City Clerk in the absence of the City Clerk, is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Comptroller. In the absence of the City Comptroller, the Deputy or Acting City Comptroller is hereby authorized to exercise all of the powers delegated to the City Comptroller by this bond resolution.



Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized herein as the same shall become due.

Section 6. When this bond resolution takes effect, the City Clerk or the Deputy City Clerk shall cause the same to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Journal News, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with at the date of publication of this bond resolution, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of the serial bonds authorized herein, or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the City Council of the City covenants that it will re-adopt, amend or modify this bond resolution upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”) to finance costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the serial bonds or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of such obligations may be applied to reimburse

expenditures or commitments of the City made with respect to the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the City.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to the obligations under, Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934 (the “Rule”), to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby implement that agreement, including provisions for enforcement, amendment and termination, the City Comptroller is hereby authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”), to be placed on file with the City Clerk, and which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of such obligations in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the City and that are approved by the City Comptroller on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Comptroller is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Comptroller shall consult with, as appropriate, the Corporation Counsel of the City and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the Corporation Counsel of the City or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution will take effect immediately upon its adoption by the City Council of the City.

**ROLL CALL**

Ayes: Mayor Cohn, Councilmembers Henderson, Hurd, Johnson, Nathan, Souza, Stacks  
Nays: None  
Absent: None

5d. Resolution to issue \$9,350,000 of bonds to finance the costs of construction of an addition to or reconstruction of various Class “A” buildings or systems related thereto in the City.

Councilman Henderson made a motion, seconded by Councilman Stacks, to adopt the following resolution:

**BOND RESOLUTION, DATED MARCH 2, 2022 AUTHORIZING THE ISSUANCE OF UP TO \$9,350,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE CITY OF RYE, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE CONSTRUCTION OF AN ADDITION TO OR RECONSTRUCTION OF VARIOUS CLASS “A” BUILDINGS IN AND FOR THE CITY.**

WHEREAS, the City Council of the City of Rye (the “City”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the City to authorize, in accordance with the Local Finance Law, the financing of the costs of the construction of an addition to or reconstruction of various Class “A” buildings in and for the City, including any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$9,350,000, for which no funds have heretofore been borrowed, all in accordance with the Local Finance Law (the “Project”); and

WHEREAS, the City Council of the City has not taken any action or adopted any local law which would require the effectiveness of this bond resolution be subjected to a permissive or mandatory referendum.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rye, located in the County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$9,350,000, pursuant to the Local Finance Law, in order to finance the costs of the Project.

Section 2. The City Council has ascertained and hereby states that (a) the estimated maximum cost of the Project is not to exceed \$11,350,000, (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project, (c) the City Council of the City plans to finance the costs of the Project from (i) grants-in-aid anticipated to be received by the City in an estimated amount of \$2,000,000 and (ii) the proceeds of the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the principal amount of \$9,350,000, (d) the maturity of the obligations authorized herein will not be in excess of twenty-five (25) years, and (e) on or before the expenditure of moneys to pay any costs for the Project, for which proceeds of any obligations authorized herein are to be applied to reimburse the City, the City Council of the City took “official action” for federal income tax purposes to authorize capital financing of such expenditure.

Section 3. It is hereby determined that the Project is a specific object or purpose, or of a class of object or purpose, described in subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law (such buildings being of “Class A” construction as that term is defined in Section 11.00 of the Local Finance Law) and that the period of probable usefulness of the Project is twenty-five (25) years. The serial bonds authorized herein shall have a maximum maturity of twenty-five (25) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize the issuance of the serial bonds authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, including whether to issue such obligations on the basis of substantially level or declining annual debt service, are hereby delegated to the City Comptroller, as the chief fiscal officer of the City. The City Comptroller is hereby authorized to execute by manual or facsimile signature on behalf of the City, all serial bonds authorized herein and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk, or the Deputy City Clerk in the absence of the City Clerk, is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Comptroller. In the absence of the City Comptroller, the Deputy or Acting City Comptroller is hereby authorized to exercise all of the powers delegated to the City Comptroller by this bond resolution.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized herein as the same shall become due.

Section 6. When this bond resolution takes effect, the City Clerk or the Deputy City Clerk shall cause the same to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in the Journal News a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the City is not authorized to expend money, or the provisions of law, which should have been complied with at the date of publication of this bond resolution, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of the serial bonds authorized herein, or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the City Council of the City covenants that it will re-adopt, amend or modify this bond resolution upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant effect on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”) to finance costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the serial bonds or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of such obligations may be applied to reimburse expenditures or commitments of the City made with respect to the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the City.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to the obligations under, Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934 (the “Rule”), to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby implement that agreement, including provisions for enforcement, amendment and termination, the City Comptroller is hereby authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”), to be placed on file with the City Clerk, and which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of such obligations in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the City and that are approved by the City Comptroller on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Comptroller is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Comptroller shall consult with, as appropriate, the Corporation Counsel of the City and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon

any legal advice provided by the Corporation Counsel of the City or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution will take effect immediately upon its adoption by the City Council of the City.

**ROLL CALL**

Ayes: Mayor Cohn, Councilmembers Henderson, Hurd, Johnson, Nathan, Souza, Stacks  
Nays: None  
Absent: None

6. Adjourn until March 16, 2022 the public hearing to create a new local law, Chapter 122, “Landscapers and Leaf Blower Regulations” requiring all landscapers to obtain an annual permit in order to operate as a landscaper and restrict the use of leaf blowers.

Councilman Henderson made a motion, seconded by Councilman Nathan, to adjourn the issue until March 16, 2022. All councilmembers were in favor of the adjournment.

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

There were no comments from residents.

**CONSENT AGENDA**

Councilwoman Johnson made the motion, seconded by Councilman Nathan and unanimously carried by the Council, to approve the consent agenda.

8. Consideration of a request by the Rye Chamber of Commerce for the use of City Car Park #2 on Sundays from May 8, 2022 through December 4, 2022 from 6:30 a.m. to 2:30 p.m. for the Rye Farmer’s Market.
9. Consideration of a request by the Rye Free Reading Room for the use of the Village Green and City Hall parking lot to host the Annual Vehicle Fair Sunday, May 22, 2022 from 11:00 a.m. to 3:00 p.m.
10. Consideration of a request by the Rye Free Reading Room to have three food trucks at the Annual Vehicle Fair Sunday, May 22, 2022 from 11:00 a.m. to 3:00 p.m. The City Council will have to waive 144-8D and G of the City Code.

Mayor Cohn asked if the requests on the consent agenda were consistent with past years. City Manager Usry confirmed they were.

11. Old Business/New Business.

Mayor Cohn stated that the Council accomplished the first changes in the zoning laws at the last meeting. He commended Corporation Council Kristen Wilson for her work creating the drafts and helping bring those to finalization.

Councilman Henderson brought up the Council's success against the Governor's proposed zoning changes and the positive impact it had on cities like Rye and New York. Mayor Cohn noted that with the help of stated elected officials, outcry of municipalities, and the support of the New York Conference of Mayors, the Governor was convinced of the wisdom of removing proposals from the budget bill. There is still a bill pending in the State Senate that would do much of what was in the budget proposal. However, the sponsor of the bill has indicated that he is now aware of the issues raised by the assembled municipalities.

12. Adjournment.

There being no further business to discuss, Councilwoman Souza made a motion at 7:47 P.M., seconded by Councilman Stacks and unanimously carried, to adjourn the meeting.

Respectfully submitted,

Carolyn D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 10, 2022

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Set a public hearing for April 6, 2022 adopting a six-month moratorium in the City of Rye temporarily limiting the approval of any new mechanical rock removal, drilling or boring application to fifteen (15) calendar days and prohibiting the review, processing or approval of any blasting applications for the duration of this moratorium.

**FOR THE MEETING OF:**

March 16, 2022

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

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** See attached law.



**CITY OF RYE**

**LOCAL LAW NO. \_\_ OF 2022**

**A Local Law adopting a six-month moratorium in the City of Rye temporarily limiting the approval of any new mechanical rock removal, drilling or boring application to fifteen (15) calendar days and prohibiting the review, processing or approval of any blasting applications for the duration of this moratorium.**

WHEREAS, in recent years, the City of Rye has experienced an increase in the number of mechanical rock removal and blasting activities related to numerous projects on properties; and

WHEREAS, as a result of this increase, the City Council is becoming increasingly concerned about whether the current regulations in the Rye City Code are adequate to protect the interests of Rye residents; and

WHEREAS, properties that have remained unchanged for many years because they are constrained by topographic features, such as the presence of rock outcroppings, steep slopes, and other environmental features that can now be altered because of new technologies (for example, rock removal techniques and sump and sewer pumps); and

WHEREAS, mechanical rock removal, drilling, boring and blasting can be very disruptive and noxious activities, cause excessive noise, dust and vibrations and significantly affect the surrounding neighborhood, the environment and the overall quality of life of its residents;

WHEREAS, the City Council has determined that it is appropriate to review the City's existing mechanical rock removal, drilling, boring and blasting regulations to ensure that there are appropriate mitigation measures in place, that there is an appropriate balance between individual projects and the impacts to the existing neighborhood, and that any adverse environmental impacts are understood and properly addressed; and

WHEREAS, it is the intent of the Council to include rock drilling and boring within the definition of Mechanical Rock Excavation activities as defined in Chapter 133 of the Rye City Code, thereby requiring a permit; 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 mechanical rock removal, drilling, boring and blasting regulations currently in place. The goals of the City Council include, but are not limited to, protecting sensitive environmental features of property, ensuring that the appropriate mitigation measures are in place to best protect the quality of life of its residents, and that the health, welfare and safety of its residents can be maintained while enabling reasonable and appropriate development.

Section 2. Enactment of Moratorium. Prohibited Actions.

For a period of six months from the effective date of this local law, the City Council hereby declares a moratorium restricting the following action in the City:

- A. Any approval of any new mechanical rock removal, drilling or boring applications shall be limited to a maximum of fifteen (15) calendar days.
- B. If any mechanical rock removal or drilling or boring permit is necessary for utility infrastructure, as defined under Rye City Code Section 133-10(B), such activity shall be exempt from this moratorium for a maximum of two (2) – three (3) day periods (a total of 6 days). Such utility applications must be submitted to the City Building Department in accordance with Section 133-10(B). No utility exemptions shall be permitted if there was a permit issued for mechanical rock removal, drilling or boring related to the same property or project after the effective date of this moratorium.
- C. There shall be no review, processing or approval of any mechanical rock removal or drilling or boring permit for a property that is located within a 1,000 foot radius of another property that has received a permit for such activities for at least thirty (30) days as counted from the last day of permitted mechanical rock removal, drilling or boring.
- D. There shall be no review, processing or approval of any blasting permits.

Section 3. Appeals/waiver.

- A. An aggrieved property owner may petition the City Council for a waiver of the 15-calendar day limit or the prohibition on blasting permits and the City Council shall have the discretion to grant such waiver, or as much relief as said City Council may determine to be necessary and appropriate. In determining the suitability of a waiver under this section, the City Council shall consider the following factors:
  - 1. 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 City Council that a waiver is warranted due to extreme hardship and that such extreme hardship was not the result of an act or omission by the applicant or property

owner. Delay in construction plans alone will not be considered extreme hardship. In considering this factor, the City Council may request information regarding alternatives in site planning or construction techniques that the Applicant has considered or whether there are additional long-term plans for the project or site; 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 City Council's 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 City Council. Upon submittal of a written petition to the City Manager's office by the property owner or applicant seeking a waiver of this moratorium, and supported by such documentation as the applicant deems relevant, the City Council 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 City Council 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 City Council 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 City Council must find that the waiver will not adversely affect the purpose of this Local Law.

D. If the City Council does grant a waiver, in whole or in part, the Applicant must still submit an application for any necessary permits to the appropriate department, 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 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. All other sections of Chapter 133 not modified by this Moratorium shall remain in effect and shall apply to any mechanical rock removal, drilling or boring activity permitted during this effective period of this Moratorium.

Section 7. 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 8. Effective Date

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

DRAFT



# CITY COUNCIL AGENDA

DEPT.: Planning

DATE: March 10, 2022

CONTACT: Christian K. Miller, City Planner

**AGENDA ITEM:** Authorization to fund \$240,000 in engineering consulting services for the design of the Forest Avenue Pedestrian Improvement Project.

**FOR THE MEETING OF:**

March 16, 2022

**RECOMMENDATION:** That the Council authorize the funding of \$240,000 to Creighton Manning Engineering for professional engineering design services for the Forest Avenue Pedestrian Improvement Project.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The Forest Avenue Pedestrian Improvement Project is a federal aid project funded through the NYSDOT. Selection of the engineering consultant is subject to NYSDOT requirements. In accordance with those requirements, the City solicited statements of qualifications from NYSDOT approved engineering firms. Seven firms submitted expressions of interest and the City convened a selection committee comprised of staff, City Council members, and a TPS Committee member. In accordance with NYSDOT selection criteria, the committee gave the highest ranking to Creighton Manning Engineering, who then submitted a scope of services, contract and cost estimate for design services (see attached). The contract includes compliance with NYSDOT requirements for locally administered federal aid projects and the project will be designed to meet applicable federal and state design standards.

# Forest Avenue Pedestrian Improvements

City of Rye  
Westchester County, New York

***NYSDOT PIN 8762.52***

## Consultant Agreement

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Prepared by:



2 Winners Circle  
Albany, New York 12205  
PH: 518.446.0396

in association with:

Environmental Design & Research

**February 4, 2022**

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## EXECUTIVE SUMMARY

**CONSULTANT AGREEMENT - PRELIMINARY AND FINAL DESIGN (PHASES I-VI)  
PIN 8762.52: Forest Avenue Pedestrian Improvements  
City of Rye, Westchester County, NY**

This Consultant Agreement covers the completion of Preliminary & Final Design (Phases I-VI) for the Forest Avenue Pedestrian Improvements Project. Creighton Manning Engineering, LLP has been designated by the City of Rye to progress this Locally Administered Federal-Aid project and has prepared the attached Consultant Agreement, Scope of Services and Fee. Construction Inspection/Administration will be added by a supplemental agreement.

### **Project Description:**

The project is intended to design and construct 3,700 feet of new sidewalks along Forest Avenue from Apawamis Avenue to Manursing Avenue and 350 feet of new sidewalks on Manursing Avenue from Forest Avenue to Davis Avenue. The project also includes improved crosswalks, ADA ramps, and signage on Forest Avenue. Two alternatives in addition to the no-build will be evaluated. The existing drainage system will be rehabilitated as needed, particularly in the areas where curbing is installed.

All proposed facilities will meet applicable Federal and State design standards. The project does not require acquisition of right-of-way.

The project scope required to complete the project in accordance with the Procedures for Locally Administered Federal Aid Projects is included in the Scope of Services and Cost Proposal.

### **Schedule and Construction Cost**

It is anticipated the project will be ready for PS&E in the winter of 2023 with construction starting in Spring 2023. The project is currently programmed for \$1.849 million on the NYMTC TIP and the NYSDOT STIP which includes \$240,000 for Preliminary and Final Engineering. The programmed funding for construction (including construction inspection) is \$1.609 million in FFY 2022. This proposal is for Phases I - VI and is for \$239,795.

# Architectural/ Engineering Consultant Contract

PIN: **8762.52** Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between

**City of Rye**

(municipal corporation)

having its principal office at **1051 Boston Post Road**, in the **City of Rye** (to be known throughout this document as the "**Sponsor**")

and

**Creighton Manning Engineering, L.L.P** with its office at **2 Winners Circle, Albany, New York** (to be known throughout this document as the "**Consultant**")

**WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **Forest Avenue Pedestrian Improvements** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **City Manager Greg Usry**, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT**

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
  - Appendix A – Standard Clauses for New York State Contracts
  - Appendix B – Requirements for Federally-Aided Transportation Contracts
- **Attachment "B"** – Scope of Services
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

**ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS**

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

**ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> <li>o Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</li> <li>o The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</li> <li>o If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</li> </ul>	<ul style="list-style-type: none"> <li>o Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>o Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>o Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>o The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>o Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
Item IV	<p>Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub part 1-31.2 as modified by sub part 1-31.105 ("FAR "), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 109% for Field, 119% for Office. In all events the above rates shall not exceed 140%.	
Item V	<ul style="list-style-type: none"> <li>o Negotiated Lump Sum Fixed Fee.</li> <li>o Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</li> </ul>	A negotiated Lump Sum Fee which in this CONTRACT shall equal <b>\$20,895.</b>	
Item VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <b>\$239,795.</b>	

<input type="checkbox"/> 3.2 Specific Hourly Rate Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
Item I	Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.	Rates in Attachment C	<ul style="list-style-type: none"> <li>○ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>○ Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
Item II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	<ul style="list-style-type: none"> <li>○ Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>○ All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor.</li> <li>○ For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$_____.</li> </ul>	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

<input type="checkbox"/> 3.2 Specific Hourly Rate Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
ITEM IV	Maximum Amount Payable under this Method unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	The Maximum Amount Payable under this Method shall be \$_____.	

<input type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$_____.	<ul style="list-style-type: none"> <li>o The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>o Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	<ul style="list-style-type: none"> <li>o Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>o All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor.</li> <li>o For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the</li> </ul>	

<input type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
		consultant's employees, or the subconsultant not to exceed \$_____.	
<b>ITEM III</b>	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	



**ARTICLE 4. INSPECTION**

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

**ARTICLE 5. AUDITS**

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- IV. Location where records may be examined; and
- V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

**ARTICLE 6. FINAL PAYMENT**

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

**ARTICLE 7. EXTRA WORK**

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews

in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

#### **ARTICLE 8. CONSULTING LIABILITY**

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are

necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

#### **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

#### **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

#### **ARTICLE 12. DAMAGES AND DELAYS**

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

#### **ARTICLE 13. TERMINATION**

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

## ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

## ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

**ARTICLE 20.1 PROMPT PAYMENT.** While federal regulation ([49 CFR 26.29<sup>1</sup>](#)) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

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<sup>1</sup> <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rqn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

**ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTS ROW incidental work or construction engineering; or

- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

**ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS** *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

**ARTICLE 27. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

**ARTICLE 29. SERVICE OF PROCESS**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of



process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

**ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA**

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

**ARTICLE 31. MISCELLANEOUS**

31.1 **Executory Contract.** This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

**IN WITNESS WHEREOF,** the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # \_\_\_\_\_

Sponsor	Consultant
by: _____	by: _____
Date: _____	Date: _____

**Municipality Acknowledgement**

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the City Manager of the City of Rye, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**Consultants Acknowledgement**

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of **February**, 2022 before me, **Edward V. Woods**, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Vorheesville, New York**; that he is a **Partner** in **Creighton Manning Engineering, LLP** and that this instrument was signed on behalf of said Limited Liability Partnership by authority of its partners and principals agreement; and said **Edward V. Woods**, acknowledge this instrument to be the free act and deed of said Limited Liability Partnership.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

### Attachment A Project Description and Funding

PIN: 8762.52

Term of Agreement Ends: December 31, 2023

BIN: N/A

Main Agreement    Amendment to Agreement    Supplement to Agreement

**Phase of Project Consultant to work on:**

P.E./Design    ROW Incidentals    ROW Acquisition    Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: February 4, 2022

Finish Date: December 31, 2023

**PROJECT DESCRIPTION:**

**Forest Avenue Pedestrian Improvements**

**Project Location:**

**City of Rye**

**Westchester County, New York**

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

**\$ 239,795**

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by



any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(March 2013)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: [www.dot.ny.gov/plafap](http://www.dot.ny.gov/plafap)). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: [www.fhwa.dot.gov/programadmin/contracts/1273.htm](http://www.fhwa.dot.gov/programadmin/contracts/1273.htm)).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under [18 U.S.C. 1001](#) and/or the Program Fraud Civil Remedies Act of 1986 ([31 U.S.C. 3801](#) et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance ([CFDA](http://www.cfda.gov/)<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

**(a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

**(b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

**(1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

**(2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime

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<sup>2</sup> [www.cfda.gov/](http://www.cfda.gov/)

contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

**(3)** You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

**(c)** For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

**(d)** Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

**(e)** You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

**(1)** A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

**(2)** A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

**(3)** Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

## Attachment B - Scope of Services (SOS)

### Section 1 - General

#### 1.01 Project Description and Location

**Project Name:** Forest Avenue Pedestrian Improvements

**PIN:** 8762.52

**Project Description:** Preliminary and Final Highway Design for the construction of sidewalks along Forest Avenue and Manursing Avenue.

**Project Limits:** Forest Avenue between Apawamis Avenue and Manursing Avenue; Manursing Avenue from Forest Avenue to Davis Avenue

**Sponsor:** City of Rye

**City, Town:** City of Rye

**County(ies):** Westchester County

The anticipated start date of preliminary design February 2022

The letting date is March 2023

The construction completed date. September 2023

The anticipated design costs is \$239,795

The anticipated construction cost is \$1.46 M.

#### 1.02 Project Manager

The **Sponsor's** Project Manager for this project is Melissa Johannessen, who can be reached at (914) 967-7658.

All correspondence to the **Sponsor** should be addressed to:

Melissa Johannessen, Project Manager  
City of Rye  
1051 Boston Post Road  
Rye, NY 10580  
mjohannessen@ryeny.gov

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

#### 1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, [23 CFR 771](#)<sup>1</sup>.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Unlisted.

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<sup>1</sup> [http://www.ecfr.gov/cgi-bin/text-](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23)

[idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23)

#### 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way (Not Required)
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support (By supplemental)
Section 9	Construction Inspection (By Supplemental)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 6, 7, and 10.

#### 1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s)
- Transportation needs
- Plans for future related transportation improvements or development in the area of the project
- Traffic data
- Record as-built plans
- Available project studies and reports
- Other relevant documents pertaining to the project

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

#### 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract
- Present, discuss, and receive direction on project specifics
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies
- Preview visual aids for public meetings
- Manage subconsultants and subcontractors

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date. These meetings do not include public information or environmental hearings described in other sections of this scope.



### 1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the [Cost Control Report](#).<sup>2</sup> The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.) The payment requests will include the following:

- FIN 421LL
- FIN 422LL
- FIN 423L
- Cost Control Report

In addition, the Consultant will prepare all forms on Behalf of the Sponsor to obtain Federal and NYSDOT reimbursement of engineering costs which may include the following:

- FIN 426LL
- FIN 427LL

### 1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the [NYSDOT Local Projects Manual](#)<sup>3</sup> including the latest updates.

### 1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

### 1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work

Creighton Manning will use EDR (DBE) for landscape architecture and environmental efforts.

### 1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

### 1.12 Project Management

Project Management is a continuous task necessary for the completion of the project and will continue through the duration of the contract.

1. Management Plan

The **Consultant** will develop a project schedule showing the relationship of work items.

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<sup>2</sup> <https://www.dot.ny.gov/plafap/view-document?id=1598>

<sup>3</sup> <https://www.dot.ny.gov/plafap>

2. Progress Meetings  
To keep the **Sponsor** informed of project status and to gain input into the project, the **Consultant** will organize, prepare agenda, and conduct regular project management meetings. Following each meeting, the **Consultant** will prepare minutes along with a list of action items.
3. Monthly Progress Reports  
The **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period will, wherever applicable, correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges.
4. Project Records and Files  
The **Consultant** will maintain the project records and files for the Design and the contract. Project records will include status reports, meeting minutes, field notes, and other existing condition data, and plans, and specifications for progress and final submissions. The **Consultant** will turn over the project records and any equipment purchased using the project funds to the **Sponsor**.

## Section 2 - Data Collection and Analysis

### 2.01 Design Survey

- A. Ground Survey  
The **Consultant** will provide terrain data required for design by means of a topographic field survey.
- B. Photogrammetric Survey – *(Intentionally Left Blank)*
- C. Stream Survey – *(Intentionally Left Blank)*
- D. Survey of Wetland Boundaries – *(Intentionally Left Blank)*
- E. Highway Boundary Determination/Record Research and Analysis  
The **Consultant** shall provide ROW records for the project area. The **Consultant** shall conduct additional record searches, as required, to determine all property and highway (ROW) rights or interests which affect the project's highways. This research may also identify additional boundary information which may be need to be located in the field.

The **Consultant** shall review all the available ROW survey information for accuracy and completeness, and inform the **Sponsor** of additional field survey required to accomplish ROW mapping.

The **Consultant** will determine the existing highway boundary and adjacent property lines for the project. This information will incorporated into the project mapping.

- F. Supplemental Survey  
The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

G. Standards

Survey will be done in accordance with the standards set forth in the [NYS DOT Land Surveying Standards and Procedures Manual](#)<sup>5</sup> and in accordance with local standards described in Section 10 of the SOS.

## 2.02 Design Mapping

The Consultant shall provide mapping conforming to the NYS DOT Survey and Mapping Standards. This mapping shall incorporate the design survey data obtained under Section 2.01. All graphics generated from terrain data shall be created and produced in the current version of MicroStation (By Bentley Systems, Inc.) and the file formats will be 'DGN'. All CADD Files shall conform to the naming, format and metadata requirements of the CADD Standards and Procedures Manual. The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 1 foot contour intervals.
- Locate all planimetric features within the survey limits
- Locate all aerial and underground utilities
- Trees and other landscaping features
- Drainage system, including size and type of structures and pipes, and their invert elevations
- Digital Terrain Model (DTM) for the project. All DTM's including associated coordinate databases will shall be delivered in InRoads 'DTM' and 'ALG' formats, and shall be feature based as outlined in the NYS DOT CADD Standards and Procedures Manual.
- Existing highway boundary and property lines

The **Consultant** will include in the contract plans:

- Survey baseline ties
- Survey benchmarks

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

## 2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

## 2.04 Crash Data and Analysis

The **Consultant** will evaluate crash records provided by the Sponsor from the last six years to identify any pedestrian patterns or pedestrian safety problems within the project limits.

## 2.05 Traffic Counts – *(Intentionally Left Blank)*

## 2.06 Capacity Analysis – *(Intentionally Left Blank)*

## 2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

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<sup>5</sup> <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments

#### 2.08 Soil Investigations – *(Intentionally Left Blank)*

#### 2.09 Hydraulic Analysis – *(Intentionally Left Blank)*

#### 2.10 Bridges to be rehabilitated – *(Intentionally Left Blank)*

#### 2.11 Pavement Evaluation – *(Intentionally Left Blank)*

### Section 3 - Preliminary Design

#### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the [NYS DOT Project Development Manual](#)<sup>6</sup>

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

#### 3.02 Development of Alternatives

##### A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes
- **Where necessary:** important existing features
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such

<sup>6</sup> <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

#### **B. Detailed Evaluations of Alternative(s)**

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYS DOT Highway Design Manual*.<sup>7</sup>
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections
- Pavement
- Drainage
- Maintenance responsibility
- Maintenance and protection of traffic during construction
- Utilities
- Conceptual landscaping (performed by a Registered Landscape Architect)
- Accessibility for pedestrians, bicyclists and the disabled
- Construction cost factors

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:40 plans showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits
- Profiles (if necessary), at a scale of 1:40 horizontal and 1:8 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes

### **3.03 Cost Estimates**

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

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<sup>7</sup> <https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm>

### 3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Project Scoping Report/Final Design Report (PSR/FDR).

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT [Project Development Manual \(PDM\)](#).<sup>8</sup>

The **Consultant** will submit 1 copy of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Sponsor** will sign the cover sheet and submit 1 copy of the revised report to the NYSDOT for signature by the FHWA.

### 3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 1 copy of the signed Draft DAD for distribution to advisory agencies.

The **Sponsor** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

### 3.06 Public Information Meeting(s) and/or Public Hearing(s)

#### A. Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at 1 public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Sponsor** with appropriate notification.

#### B. Public Hearing(s) – *(Intentionally Left Blank)*

### 3.07 Preparation of Final Design Approval Document (DAD)

The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions

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<sup>8</sup> <https://www.dot.ny.gov/divisions/engineering/design/dgab/pdm>

and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 1 copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 1 copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

## Section 4 – Environmental

### 4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

The Consultant will complete the Federal Environmental Approval Worksheet (FEAW) and forward the completed worksheet to the Sponsor for forwarding to NYSDOT for a final NEPA determination/concurrence. NYSDOT will provide a countersigned FEAW to the Sponsor for inclusion in the Final Design Approval Document

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

### 4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency
- Drafting Environmental Assessment Form(s)
- Drafting a negative declaration
- Drafting notices

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

### 4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation.)

### 4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

#### **4.05 Detailed Studies and Analyses (None Anticipated)**

#### **4.06 Permits and Approvals**

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

#### **4.07 Public Hearing (Environmental) – *(Intentionally Left Blank)***

### **Section 5 - Right-of-Way – *(Intentionally Left Blank)***

### **Section 6 - Detailed Design**

#### **6.01 Preliminary Bridge Plans – *(Intentionally Left Blank)***

#### **6.02 Advance Detail Plans (ADP)**

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

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<sup>10</sup> [https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt\\_21.pdf](https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf)



As part of this task the **Consultant** will submit any specifications that require approval by NYSDOT.

As part of this task the **Consultant** will prepare templated cross sections at 25 foot intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).<sup>10</sup> It is anticipated that the following ADP Plans will include the following:

- Title Sheet
- Index and Abbreviations
- Typical Sections
- Legend, Line and Point Symbology
- General Notes
- Baseline Ties and Benchmarks
- Horizontal Control Plan and Tables
- Work Zone Traffic Control Plans, Details and Notes
- Plan and Table of Highway Maintenance Jurisdiction
- Miscellaneous Tables (Tables are not filled out at ADP)
- Drainage and Miscellaneous Details
- General Plans (1"=40')
- Signing and Pavement Marking Plans
- Utility and Drainage Plans

The **Consultant** will prepare and submit 3 copies of the ADP's to the **Sponsor** for review. This submission will include a PDF of all materials. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 Contract Documents (PS&E)

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders
- Bid documents
- Contract language, including applicable federal provisions and prevailing wage rates
- Utility Work Agreements
- Permits
- Special notes
- Specifications
- Plans (Sealed by Engineer of Record)
- A list of supplemental information available to bidders (e.g. subsurface exploration logs, record as-built plans, etc.)
- Other pertinent information

The **Consultant** will submit the contract documents to the **Sponsor** for approval. This submission will include a PDF of all materials. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

<sup>10</sup> [https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt\\_21.pdf](https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf)

**6.04 Cost Estimate**

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

**6.05 Utilities**

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

**6.06 Railroads – (Intentionally Left Blank)****6.07 Bridge Inventory and Load Rating Forms – (Intentionally Left Blank)****6.08 Information Transmittal**

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

**Section 7 - Advertisement, Bid Opening and Award****7.01 Advertisement**

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

**7.02 Bid Opening (Letting)**

The **Sponsor** will hold the public bid opening.

**7.03 Award**

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced
- For pay items bid more than 25% over the Engineer's Estimate:
  - Checking accuracy of quantity calculations
  - Determining appropriateness of price bid for work in the item
  - Determining whether the low bidder is qualified to perform the work

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the NYSDOT Local Projects Manual (LPM).

***Section 8 - Construction Support – (To be added by supplemental)***

***Section 9 - Construction Inspection – (To be added by supplemental)***

**Section 10 - Estimating and Technical Assumptions**

**10.01 Estimating Assumptions**

The following assumptions have been made for estimating purposes:

Section 1 - General:

1. Estimate 2 meetings outside of progress meetings during Preliminary and Final Design phases.
2. Estimate 12 cost and progress reporting periods will occur during the life of this agreement.
3. It is expected that the Consultant will attend one (1) progress meeting every four (4) months for the project duration. Other update meetings will be by phone.

Section 2 - Data Collection and Analysis

1. Assume that GPS methods and equipment will be used to establish local control points.
2. Estimate 0 crashes will require analysis.
3. Estimate 0 capacity analyses will be required.
4. Estimate 0 soil borings will be taken.

Section 3 - Preliminary Design

1. Estimate 2 concepts will be evaluated.
2. Estimate 2 design alternative(s) will be analyzed in addition to the null alternative.
3. Estimate 2 cost estimate(s) plus 2 updates will be required.
4. Estimate 0 bridges will be rehabilitated.

Section 4 - Environmental

1. Estimate 1 permits will be required.

Section 5 – Right-of-Way – (Not included in this scope of work)

Section 6 – Detailed Design

1. Estimate 2 cost estimate(s) plus 2 updates will be required.
2. Estimate 0 bridges will be replaced and 0 will be rehabilitated.
3. Estimate 4 utility companies (electric, gas, telephone, cable television) will be affected.
4. Estimate 0 special specifications will require PIN approval.

### Section 7 - Advertisement, Bid Opening and Award

1. Estimate 10 USB Drives containing PDF's of the final contract bid documents will be needed for prospective bidders.
2. Estimate advertisements will be placed in 1 publication in addition to the NYS Contract Reporter.

### Section 8 – Construction Support – (To be added by supplemental)

### Section 9 – Construction Inspection – (To be added by supplemental)

## **10.02 Technical Assumptions**

The following Technical Assumptions have been made for estimating purposes:

### Section 1 - General:

- In the Design Approval Document, two alternatives will be considered in addition to the null alternative.

### Section 2 - Data Collection and Analysis

#### 2.09 Hydraulic Analysis:

Assume the drainage patterns will be similar to existing and analysis of the existing drainage system will not be required.

### Section 3 - Preliminary Design

#### 3.02 Development of Alternatives:

Assumes preliminary estimate for two (2) sidewalk alternatives and that the null alternative does not meet the project objectives.

#### 3.04 Preparation of Draft Design Approach Document:

It is assumed that this Project will classify as a NEPA Class II Action and will be progressed as a Categorical Exclusion with the determination made by FHWA. Further, it is assumed that it will classify as an Unlisted Action under SEQRA.

#### 3.05 Preparation of Final Design Approval Document:

Assume minimal changes to the Draft Design Approval Document will result from Advisory Agency Review and the Public Informational Meeting.

#### 3.06 Public Information Meeting

Assume one (1) in person meeting will be held during Preliminary Design.

### Section 4 - Environmental

#### 4.04 Screenings and Preliminary Investigations

The consultant will submit a Project Screening Package (PSP) to NYSDOT for a Cultural Resources Review.

It is assumed that a Section 4(f) document will not be required.

#### 4.06 Permits/Approvals

A Stormwater Pollution Prevention Plan (SWPPP) with erosion and sediment controls only, will be required.

#### Section 6 - Detailed Design

Detailed Design effort will include but not be limited to:

- Development of highway plans
- Highway design
- Maintenance and protection of traffic during construction
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project

#### Section 7 - Advertisement, Bid Opening and Award

- Assume Bid Package will not include alternate Bid requirements.
- Section 8 – Construction Support – (To be added by supplemental)
- Section 9 – Construction Inspection – (To be added by supplement)



**Attachment C  
Salary Schedule**

**Creighton Manning Engineering, LLP  
PIN 8762.52  
Forest Avenue Pedestrian Improvements  
City of Rye, Westchester County, New York**

Job Title	ASCE (A) OR NICET (N) GRADE		Average Hourly Rates			Maximum Hourly Rate 2022	Overtime Category
			Present 2022	Projected 2023	Contract Midpoint		
Engineer IX	IX	A	\$90.00	\$90.00	\$90.00	\$90.00	A
Engineer VIII	VIII	A	\$86.54	\$89.57	\$88.06	\$88.00	A
Engineer VII	VII	A	\$79.43	\$82.21	\$80.82	\$86.54	A
Engineer VI	VI	A	\$68.69	\$71.09	\$69.89	\$75.00	A
Engineer V	V	A	\$54.51	\$56.42	\$55.47	\$72.84	A
Engineer IV	IV	A	\$50.54	\$52.31	\$51.43	\$67.32	B
Engineer III	III	A	\$40.16	\$41.57	\$40.87	\$56.60	B
Engineer II	III	A	\$33.34	\$34.51	\$33.93	\$40.64	B
Principal Engineering Technician IV	IV	N	\$62.50	\$64.69	\$63.60	\$62.50	B
Engineering Technician IV	IV	N	\$49.76	\$51.50	\$50.63	\$47.38	B
Engineering Technician III	III	N	\$46.17	\$47.79	\$46.98	\$51.04	B
Engineering Technician II	II	N	\$27.75	\$28.72	\$28.24	\$29.84	C
Senior Planner V	V	A	\$71.16	\$73.65	\$72.41	\$69.04	B
Planner III	III	A	\$55.88	\$57.84	\$56.86	\$55.50	B
Planner II	II	A	\$42.80	\$44.30	\$43.55	\$35.66	B
Construction Manager - A	IV	A	\$65.52	\$67.81	\$66.67	\$63.00	B
Construction Manager - N	IV	N	\$57.32	\$59.33	\$58.33	\$51.04	B
Resident Engineer IV - A	IV	A	\$71.40	\$73.90	\$72.65	\$75.00	C
Resident Engineer IV - N	IV	N	\$69.00	\$71.42	\$70.21	\$67.00	C
Inspector IV - A	IV	A	\$61.57	\$63.72	\$62.65	\$60.32	C
Inspector IV - N	IV	N	\$63.89	\$66.13	\$65.01	\$67.00	C
Chief Inspector/OE IV - A	IV	A	\$60.91	\$63.04	\$61.98	\$63.00	C
Chief Inspector/OE IV - N	IV	N	\$62.54	\$64.73	\$63.64	\$57.22	C
Senior Inspector/OE III- A	III	A	\$58.04	\$60.07	\$59.06	\$52.00	C
Senior Inspector/OE III- N	III	N	\$55.67	\$57.62	\$56.65	\$51.04	C
Inspector III -A	III	A	\$51.41	\$53.21	\$52.31	\$52.46	C
Inspector III - N	III	N	\$48.30	\$49.99	\$49.15	\$51.50	C
Inspector II - A	II	A	\$37.11	\$38.41	\$37.76	\$34.80	C
Inspector II - N	II	N	\$37.21	\$38.51	\$37.86	\$41.20	C
Inspector I - N	I	N	\$25.38	\$26.27	\$25.83	\$26.00	C
Principal Surveyor V	V	N	\$62.50	\$64.69	\$63.60	\$62.50	B
Land Surveyor III	III	N	\$47.48	\$49.14	\$48.31	\$45.22	B
Survey Crew Chief II	II	N	\$33.92	\$35.11	\$34.52	\$32.30	C
Instrument Person II	II	N	\$33.92	\$35.11	\$34.52	\$32.30	C
Instrument Person I	I	N	\$30.30	\$31.36	\$30.83	\$30.90	C
Technical Typist	N/A	N/A	\$32.78	\$33.93	\$33.36	\$39.70	C

**NOTES**

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable.

**OVERTIME POLICY**

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

**Prevailing Wage Rates:**

Westchester County Party/Survey Crew Chief (Field) Instrument Person (Field)	NICET (N) GRADE		Prevailing Rate	Contract Mid- Point Rate	Payroll Additive	Total
		II	(N)	\$45.83	\$34.52	\$0.00
	I/II	(N)	\$38.17	\$30.83	\$0.00	\$7.34

**Supplemental Benefits:**

Westchester County Party/Survey Crew Chief (Field) Instrument Person (Field)	NICET (N) GRADE		Prevailing Benefit	Normal Rate	Payroll Additive	Total
		II	(N)	\$20.60	\$4.74	\$0.00
	I/II	(N)	\$20.60	\$2.75	\$0.00	\$17.85

**Attachment C  
Staffing Table - Engineering  
Creighton Manning Engineering, LLP  
Forest Avenue Pedestrian Improvements  
City of Rye, Westchester County, New York**

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Project Familiarization	Meetings	Cost and Reporting	Subconsultants	Subcontractors	Project Management	Design Survey	Design Mapping	Determination of Existing Conditions	Accident Data and Analysis	Traffic Counts	Capacity Analysis	Future Plans Coordination	Soil Investigations	Hydraulic Analysis	Bridges to be Rehabilitated	Pavement Evaluation	SUB-TOTAL HOURS THIS SHEET	AVG HRLY RATE (Mid-Point)	TOTAL DL THIS SHEET		
	1.05	1.06	1.07	1.10	1.11	1.12	2.01	2.02	2.03	2.04	2.05	2.06	2.07	2.08	2.09	2.10	2.11							
Engineer IX	IX	A																			0	\$ 90.00	\$ -	
Engineer VIII	VIII	A																				0	\$ 88.06	\$ -
Engineer VII	VII	A																				0	\$ 80.82	\$ -
Engineer VI	VI	A	1	0	0	0	0	4	0	0	0	1	0	0	0	0	0	0	0	0	6	\$ 69.89	\$ 419.34	
Engineer V	V	A	1	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	7	\$ 55.47	\$ 388.26	
Engineer IV	IV	A	6	32	18	32	0	24	0	0	10	6	0	0	2	0	0	0	0	0	130	\$ 51.43	\$ 6,685.25	
Engineer III	III	A	5	32	0	12	0	12	0	0	20	6	0	0	0	0	0	0	0	0	87	\$ 40.87	\$ 3,555.26	
Engineer II	III	A	10	0	0	0	0	12	0	0	20	18	0	0	4	0	0	0	0	0	64	\$ 33.93	\$ 2,171.20	
Principal Engineering Technician IV	IV	N																			0	\$ 63.60	\$ -	
Engineering Technician IV	IV	N	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$ 50.63	\$ 50.63	
Engineering Technician III	III	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 46.98	\$ -	
Engineering Technician II	II	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 28.24	\$ -	
Senior Planner V	V	A																			0	\$ 72.41	\$ -	
Planner III	III	A																			0	\$ 56.86	\$ -	
Planner II	II	A																			0	\$ 43.55	\$ -	
Construction Manager - A	IV	A																			0	\$ 66.67	\$ -	
Construction Manager - N	IV	N																			0	\$ 58.33	\$ -	
Resident Engineer IV - A	IV	A																			0	\$ 72.65	\$ -	
Resident Engineer IV - N	IV	N																			0	\$ 70.21	\$ -	
Inspector IV - A	IV	A																			0	\$ 62.65	\$ -	
Inspector IV - N	IV	N																			0	\$ 65.01	\$ -	
Chief Inspector/OE IV - A	IV	A																			0	\$ 61.98	\$ -	
Chief Inspector/OE IV - N	IV	N																			0	\$ 63.64	\$ -	
Senior Inspector/OE III- A	III	A																			0	\$ 59.06	\$ -	
Senior Inspector/OE III- N	III	N																			0	\$ 56.65	\$ -	
Inspector III - A	III	A																			0	\$ 52.31	\$ -	
Inspector III - N	III	N																			0	\$ 49.15	\$ -	
Inspector II - A	II	A																			0	\$ 37.76	\$ -	
Inspector II - N	II	N																			0	\$ 37.86	\$ -	
Inspector I - N	I	N																			0	\$ 25.83	\$ -	
Principal Surveyor V	V	N	0	0	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	16	\$ 63.60	\$ 1,017.52	
Land Surveyor III	III	N	0	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	40	\$ 48.31	\$ 1,932.40	
Survey Crew Chief II	II	N	0	0	0	0	0	0	60	16	0	0	0	0	0	0	0	0	0	0	76	\$ 34.52	\$ 2,623.14	
Instrument Person II	II	N	0	0	0	0	0	0	92	16	0	0	0	0	0	0	0	0	0	0	108	\$ 34.52	\$ 3,727.62	
Instrument Person I	I	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 30.83	\$ -	
Technical Typist	N/A	N/A			18																18	\$ 33.36	\$ 600.39	
<b>TOTAL</b>			<b>24</b>	<b>64</b>	<b>36</b>	<b>44</b>	<b>0</b>	<b>58</b>	<b>160</b>	<b>80</b>	<b>50</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>553</b>		<b>\$ 23,171.00</b>	



**Attachment C  
Staffing Table - Engineering (Continued)  
Creighton Manning Engineering, LLP  
Forest Avenue Pedestrian Improvements  
City of Rye, Westchester County, New York**

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Design Criteria	Development of Alternatives	Cost Estimates	Preparation of Draft Design Approval Doc	Agency Review	Public Informational Meeting/Hearings	Final Design Report	NEPA Classification	SEQRA Classification	Smart Growth	Screenings & Preliminary Investigations	Detail Studies & Analyses	Permits & Approvals	Right of Way Survey	Right of Way Mapping	Right of Way Plan		SUB-TOTAL HOURS THIS SHEET	AVG HRLY RATE (Mid-Point)	TOTAL DL THIS SHEET
	3.01	3.02	3.03	3.04	3.05	3.06	3.07	4.01	4.02	4.03	4.04	4.05	4.06	5.02	5.03	5.04						
1 Engineer IX	IX	A																		0	\$ 90.00	\$ -
2 Engineer VIII	VIII	A																		0	\$ 88.06	\$ -
3 Engineer VII	VII	A																		0	\$ 80.82	\$ -
4 Engineer VI	VI	A	0	2	0	2	0	2	2	0	0	0	0	0	0	0	0	0	0	8	\$ 69.89	\$ 559.12
5 Engineer V	V	A	2	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	5	\$ 55.47	\$ 277.33
6 Engineer IV	IV	A	2	45	4	13	0	24	16	2	2	2	8	0	4	0	0	0	0	122	\$ 51.43	\$ 6,273.85
7 Engineer III	III	A	4	84	8	28	0	30	20	0	2	2	0	0	15	0	0	0	0	193	\$ 40.87	\$ 7,886.95
8 Engineer II	III	A	8	108	16	50	0	22	28	0	0	2	0	0	10	0	0	0	0	244	\$ 33.93	\$ 8,277.70
9 Principal Engineering Technician IV	IV	N																		0	\$ 63.60	\$ -
10 Engineering Technician IV	IV	N	0	16	0	4	0	8	3	0	0	0	0	0	0	0	0	0	0	31	\$ 50.63	\$ 1,569.53
11 Engineering Technician III	III	N	0	16	0	4	0	8	3	0	0	0	0	0	0	0	0	0	0	31	\$ 46.98	\$ 1,456.38
12 Engineering Technician II	II	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 28.24	\$ -
13 Senior Planner V	V	A																		0	\$ 72.41	\$ -
14 Planner III	III	A																		0	\$ 56.86	\$ -
15 Planner II	II	A																		0	\$ 43.55	\$ -
16 Construction Manager - A	IV	A																		0	\$ 66.67	\$ -
17 Construction Manager - N	IV	N																		0	\$ 58.33	\$ -
18 Resident Engineer IV - A	IV	A																		0	\$ 72.65	\$ -
19 Resident Engineer IV - N	IV	N																		0	\$ 70.21	\$ -
20 Inspector IV - A	IV	A																		0	\$ 62.65	\$ -
21 Inspector IV - N	IV	N																		0	\$ 65.01	\$ -
22 Chief Inspector/OE IV - A	IV	A																		0	\$ 61.98	\$ -
23 Chief Inspector/OE IV - N	IV	N																		0	\$ 63.64	\$ -
24 Senior Inspector/OE III- A	III	A																		0	\$ 59.06	\$ -
25 Senior Inspector/OE III- N	III	N																		0	\$ 56.65	\$ -
26 Inspector III - A	III	A																		0	\$ 52.31	\$ -
27 Inspector III - N	III	N																		0	\$ 49.15	\$ -
28 Inspector II - A	II	A																		0	\$ 37.76	\$ -
29 Inspector II - N	II	N																		0	\$ 37.86	\$ -
30 Inspector I - N	I	N																		0	\$ 25.83	\$ -
31 Principal Surveyor V	V	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 63.60	\$ -
32 Land Surveyor III	III	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 48.31	\$ -
33 Survey Crew Chief II	II	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 34.52	\$ -
34 Instrument Person II	II	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 34.52	\$ -
35 Instrument Person I	I	N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 30.83	\$ -
36 Technical Typist	N/A	N/A																		0	\$ 33.36	\$ -
<b>TOTAL</b>			<b>16</b>	<b>273</b>	<b>28</b>	<b>101</b>	<b>0</b>	<b>94</b>	<b>72</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>634</b>		<b>\$ 26,300.85</b>

**Attachment C  
Staffing Table - Engineering (Continued)  
Creighton Manning Engineering, LLP  
Forest Avenue Pedestrian Improvements  
City of Rye, Westchester County, New York**

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Preliminary Bridge Design	Advance Detail Plans (ADP)	Contract Documents	Cost Estimate	Utilities	Railroads	Information Transmittal	Advertisement	Bid Opening (Letting)	Award		SUB-TOTAL HOURS THIS SHEET	TOTAL HOURS	AVG HRLY RATE (Mid-Point)	TOTAL DIRECT LABOR THIS SHEET	TOTAL DIRECT LABOR
			6.01	6.02	6.03	6.04	6.05	6.06	6.08	7.01	7.02	7.03						
1 Engineer IX	IX	A												0	0	\$ 90.00	\$ -	\$ -
2 Engineer VIII	VIII	A												0	0	\$ 88.06	\$ -	\$ -
3 Engineer VII	VII	A												0	0	\$ 80.82	\$ -	\$ -
4 Engineer VI	VI	A	0	4	4	0	0	0	0	2	0	2		12	26	\$ 69.89	\$ 838.68	\$ 1,817.14
5 Engineer V	V	A	0	0	0	0	0	0	0	0	0	0		0	12	\$ 55.47	\$ -	\$ 665.58
6 Engineer IV	IV	A	0	43	28	4	18	0	2	6	0	5		106	358	\$ 51.43	\$ 5,451.05	\$ 18,410.15
7 Engineer III	III	A	0	79	36	14	22	0	4	14	8	16		193	473	\$ 40.87	\$ 7,886.95	\$ 19,329.15
8 Engineer II	III	A	0	112	54	28	24	0	0	18	0	20		256	564	\$ 33.93	\$ 8,684.80	\$ 19,133.70
9 Principal Engineering Technician IV	IV	N												0	0	\$ 63.60	\$ -	\$ -
10 Engineering Technician IV	IV	N	0	37	8	0	0	0	0	2	0	0		47	79	\$ 50.63	\$ 2,379.61	\$ 3,999.77
11 Engineering Technician III	III	N	0	44	12	0	0	0	0	4	0	0		60	91	\$ 46.98	\$ 2,818.80	\$ 4,275.18
12 Engineering Technician II	II	N	0	0	0	0	0	0	0	0	0	0		0	0	\$ 28.24	\$ -	\$ -
13 Senior Planner V	V	A												0	0	\$ 72.41	\$ -	\$ -
14 Planner III	III	A												0	0	\$ 56.86	\$ -	\$ -
15 Planner II	II	A												0	0	\$ 43.55	\$ -	\$ -
16 Construction Manager - A	IV	A												0	0	\$ 66.67	\$ -	\$ -
17 Construction Manager - N	IV	N												0	0	\$ 58.33	\$ -	\$ -
18 Chief Inspector/OE IV - A	IV	A												0	0	\$ 72.65	\$ -	\$ -
19 Chief Inspector/OE IV - N	IV	N												0	0	\$ 70.21	\$ -	\$ -
20 Resident Engineer IV - A	IV	A												0	0	\$ 62.65	\$ -	\$ -
21 Resident Engineer IV - N	IV	N												0	0	\$ 65.01	\$ -	\$ -
22 Inspector IV - A	IV	A												0	0	\$ 61.98	\$ -	\$ -
23 Inspector IV - N	IV	N												0	0	\$ 63.64	\$ -	\$ -
24 Senior Inspector/OE III- A	III	A												0	0	\$ 59.06	\$ -	\$ -
25 Senior Inspector/OE III- N	III	N												0	0	\$ 56.65	\$ -	\$ -
26 Inspector III -A	III	A												0	0	\$ 52.31	\$ -	\$ -
27 Inspector III - N	III	N												0	0	\$ 49.15	\$ -	\$ -
28 Inspector II - A	II	A												0	0	\$ 37.76	\$ -	\$ -
29 Inspector II - N	II	N												0	0	\$ 37.86	\$ -	\$ -
30 Inspector I - N	I	N												0	0	\$ 25.83	\$ -	\$ -
31 Principal Surveyor V	V	N	0	0	0	0	0	0	0	0	0	0		0	16	\$ 63.60	\$ -	\$ 1,017.52
32 Land Surveyor III	III	N	0	4	0	0	0	0	0	0	0	0		4	44	\$ 48.31	\$ 193.24	\$ 2,125.64
33 Survey Crew Chief II	II	N	0	0	0	0	0	0	0	0	0	0		0	76	\$ 34.52	\$ -	\$ 2,623.14
34 Instrument Person II	II	N	0	0	0	0	0	0	0	0	0	0		0	108	\$ 34.52	\$ -	\$ 3,727.62
35 Instrument Person I	I	N	0	0	0	0	0	0	0	0	0	0		0	0	\$ 30.83	\$ -	\$ -
36 Technical Typist	N/A	N/A												0	18	\$ 33.36	\$ -	\$ 600.39
<b>TOTAL</b>			<b>0</b>	<b>323</b>	<b>142</b>	<b>46</b>	<b>64</b>	<b>0</b>	<b>6</b>	<b>46</b>	<b>8</b>	<b>43</b>	<b>0</b>	<b>678</b>	<b>1865</b>		<b>\$ 28,253.13</b>	<b>\$ 77,724.98</b>

**Attachment C**  
**Estimate of Direct Non-Salary Costs**  
**Creighton Manning Engineering, LLP**  
**PIN 8762.52.121**  
**Preliminary and Detailed Engineering**  
**Forest Avenue Pedestrian Improvements**  
**City of Rye, Westchester County, New York**

**1. Travel, Lodging and Subsistence**

Per Diem (Meals+Loc)	6 days @	\$ 218.00 /day						\$ 1,308.00
<u>Mileage</u>	<u>trips</u>	<u>miles per</u>						
Site (Engineering)	10	290	miles/trip	2,900	@	\$	0.585	\$ 1,696.50
Site (Survey Truck)	4	290	miles/trip	1,160	@	\$	0.585	\$ 678.60
	<u>Two-way</u>	<u>Trips</u>						
Tolls	10	\$ 10.00	cost/trip					\$ 100.00

**Total Travel, Lodging and Subsistence: \$ 3,783.10**

**2. Reproduction, Drawings & Report**

	<u>Qty</u>	<u>sheets/set</u>						
Drawings	5	60	sheets/set	300	@	\$	0.10	\$ 30.00
Reports	5	90	sheets/set	450	@	\$	0.05	\$ 22.50
Presentation Materials	1	4	sheets/set	4	@	\$	2.00	\$ 8.00
Project Manuals	0			0	@	\$	50.00	\$ -

**Total Reproduction, Drawings & Report: \$ 60.50**

**3. Owner's Protective Insurance (Estimated)**

	<u>Project Duration</u>							
	1 Years @	\$ 1,000.00 /year						\$ 1,000.00

**4. Survey Personnel Costs**

Wage Differential	Hours	@	Rate	
Party Chief (Field)	48		\$ 11.32	\$ 543.36
Instrument Person/Rodperson (Field)	48		\$ 7.34	\$ 352.32

SUBTOTAL Wage Differential: \$895.68

Supplemental Benefits	Hours	@	Rate	
Party Chief (Field)	48		\$ 15.86	\$ 761.28
Instrument Person/Rodperson (Field)	48		\$ 17.85	\$ 856.80

SUBTOTAL Supplemental Benefits: \$ 1,618.08

**Total Survey Personnel Costs \$ 2,513.76**

**5. Mailings**

Assume	18 Months At	3 Mailings/Mth	\$ 8.00 per mailing
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**Total Mailings: \$ 432.00**

**Total Direct Non-Salary Costs: \$ 7,789.36**

**Attachment C  
Staffing Table - Engineering  
EDR**

**Forest Avenue Pedestrian Improvements  
City of Rye, Westchester County, NY**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Public Informational Meeting/Hearings	NEPA Classificaton	SEQRA Classification	Screenings & Preliminary Investigations	Detail Studies & Analyses	Advance Detail Plans (ADP)	Contract Documents	SUB- TOTAL HOURS THIS SHEET	AVG HRLY RATE (Mid- Point) (Assumes 140% OH and 11% fixed fee)	TOTAL DL THIS SHEET
		3.06	4.01	4.02	4.04	4.05	6.02	6.03			
Principal-in-Charge	N/A	2					4	4	10	\$ 224.31	\$ 2,243.10
Associate Principal	N/A								0	\$ 166.23	\$ -
Project Manager	N/A	12	4	4	4		24	20	68	\$ 104.24	\$ 7,088.32
Senior Landscape Architect	N/A	24					24	12	60	\$ 140.66	\$ 8,439.60
Landscape Architect	N/A	4					40	24	68	\$ 90.84	\$ 6,177.12
Landscape Designer	N/A	24					60	24	108	\$ 71.74	\$ 7,747.92
Senior Environmental Specialist	N/A		8	8	8				24	\$ 81.33	\$ 1,951.92
Environmental Specialist	N/A			24	40				64	\$ 60.39	\$ 3,864.96
Senior Cultural Resource Specialist	N/A				24				24	\$ 75.74	\$ 1,817.76
Senior GIS Specialist	N/A				6				6	\$ 93.65	\$ 561.90
<b>SUB TOTAL</b>		<b>66</b>	<b>12</b>	<b>36</b>	<b>82</b>	<b>0</b>	<b>152</b>	<b>84</b>	<b>432</b>		<b>\$ 39,892.60</b>
<b>REIMBURSABLES (TRAVEL, TOLLS, MEALS)</b>		<b>4 TRIPS AT \$250/EACH</b>									<b>\$ 1,000.00</b>
<b>TOTAL</b>											<b>\$ 40,892.60</b>

**Attachment C  
Summary of Costs**

**Creighton Manning Engineering, LLP  
PIN 8762.52  
Forest Avenue Pedestrian Improvements  
City of Rye, Westchester County, New York**

		PIN 8762.52.121	PIN 8762.52
		(Design)	Total
Item I, Direct Technical Salaries (estimated) (subject to audit)	Office	\$ 77,725	\$ 77,725
	Field	\$ -	\$ -
		<b>\$ 77,725</b>	<b>\$ 77,725</b>
Item IB, Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)		\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) (subject to audit)		\$ 7,789	\$ 7,789
Item II, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)		\$ -	\$ -
Item IV, Overhead (estimated) (subject to audit)	Office (119%)	\$ 92,493	\$ 92,493
	Field (109%)	\$ -	\$ -
		<b>\$ 92,493</b>	<b>\$ 92,493</b>
Item V, Fixed Fee (negotiated)		\$ 20,895	\$ 20,895
Item II, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost) (subject to audit)		\$ 40,893	\$ 40,893
	EDR \$ 40,893.00		
<b>ITEM VI - Maximum Amount Payable</b>		<b>\$ 239,795</b>	<b>\$ 239,795</b>



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 10, 2022

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:**

Food Scrap Recycling (FSR) Program discussion.

**FOR THE MEETING OF:**

March 16, 2022

**RECOMMENDATION:** That the Council discuss the current FSR program.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The food scrap drop-off program began in 2019, but has not been made permanent.

The attached memo from Ryan Coyne gives an overview of the program and details the data collected from the program's inception through December of 2021.



**CITY OF RYE**  
**Department of Public**  
**Works**

**Interoffice Memorandum**

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To: Greg Usry, City Manager

From: Ryan Coyne, City Engineer

Date: February 25, 2022

Subject: Food Scrap Recycling Program Data Update

This memo will serve as the third summary of the data derived from the Food Scrap Recycling (FSR) Program administered by the Department of Public Works. The first two summaries are dated September 29, 2019 and October 15, 2020 and attached hereto for reference. This memo is not intended serve to analyze the data, rather, as a supply of information for you, the Council, and the community to use.

**Curbside and Drop-Off History and Updates**

In September 2018, a 6-month FSR pilot program was approved to begin in early 2019 with both a curbside pickup route of 156 homes and a drop-off site at Disbrow Park. During the pilot, data was gathered and presented to the Council in October, 2019 and the Council chose to extend the program through January 2022 and then again until April, 2022.

The Sustainability Committee maintains a waitlist of residents who wish to be included in the curbside pickup program. Throughout 2020, some of the original subscribers requested to be removed from the list and were replaced with homes from the wait list. 28 curbside participants forfeited their spots, 5 of which were due to residents relocating outside of Rye. The curbside route continued as originally developed with the exception of the elimination of curbside pickup during holiday weeks (to mirror current green waste collection practices).

In 2021, there were 41 updates to the curbside subscription list. Of those updates, 8 involved changes of address due to moving. The other 33 updates involved address additions and deletions to the subscriber list, at the request of the Sustainability Committee. The total registrants remains at 156 households. The waiting list for curbside service is at approximately 200 households and there are currently over 500 residents registered as compost participants.

The drop off site is maintained in its original location at Disbrow Park.

### **Collection**

Two DPW sanitation workers perform the composting route each Wednesday, excluding weeks with holidays. An 8 cubic yard, rear-load satellite truck is used for the pickup each week. The route, including the trips to the transfer station, is 41 miles and the total fuel used is 7.5 gallons per week.

The truck has to make two trips to the transfer station in order to allow for differentiating the data collected for this analysis between curbside and drop-off weights. After collecting from the last house, the truck dumps the curbside compost at the transfer station in Mamaroneck. The truck then returns to Disbrow Park to collect the drop-off site's containers and travels back to the transfer station for a second time. During months with warmer weather, additional trips are made to empty the bins at the drop off site more frequently.

The County picks up the food scraps from the Mamaroneck transfer station and travels to either Cortland or Ulster County to deliver them for processing.

### **Curbside and Drop-Off Weights**

The chart below summarizes the total weight collected for each month of the program from its inception. In 2021, the average resident with curbside collection produced an average of 11 lbs of compost each week. It's worth noting that only 5 months of curbside data were captured in 2020 due to early COVID precautions and other data collection gaps.

The participation rates for the curbside program for 2021 are also in the chart below and average 71%, up from 64% in 2020. There is no curbside data for 17-weeks of 2021 due to holidays or collection errors. The drop-off site remained open during holidays. Participation rates were derived from data collected on whether the home had their bin out for collection that week.



Weight in Tons																
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Weekly Average	
<b>2019</b>																
	Drop-off			2.41	1.46	2.6	3.08	3.5	2.53	3.02	4.84	4.89	5.35	33.68	0.75	
	Curbside			1.15	1.78	2.65	3.25	2.19	1.59	1.97	0.99	1.06	1.24	17.87	0.51	
	<b>Total</b>			<b>3.56</b>	<b>3.24</b>	<b>5.25</b>	<b>6.33</b>	<b>5.69</b>	<b>4.12</b>	<b>4.99</b>	<b>5.83</b>	<b>5.95</b>	<b>6.59</b>	<b>51.55</b>	<b>1.15</b>	
	Curbside Participation Rate			73%	74%	75%	73%	61%	55%	67%	70%	67%	62%	<b>68%</b>		
<b>2020</b>																
	Drop-off	4.43	3.23	3.22	5.15	5.33	6.11	3.59	4.26	NA*				35.32	0.98	
	Curbside	1.27	1.68	1.42				1.93	1.67	NA*				7.97	0.50	
	<b>Total</b>	<b>5.7</b>	<b>4.91</b>	<b>4.64</b>	<b>5.15</b>	<b>5.33</b>	<b>6.11</b>	<b>5.52</b>	<b>5.93</b>	<b>4.13</b>				<b>47.42</b>	<b>1.32</b>	
	Curbside Participation Rate	68%	69%	67%	No Curbside			61%	57%	65%					<b>64%</b>	
<b>2021</b>																
	Drop-off	3.37	3.46	2.56	4.18	3.33	6.47	3.64	3.14	0.72	2.22	5.07	5.86	44.02	0.92	
	Curbside	2.33	1.65	2.48	2.52	2.49	2.64	1.65	1.9	1.55	1.96	0.44	3.03	24.64	0.62	
	<b>Total</b>	<b>5.7</b>	<b>5.11</b>	<b>5.04</b>	<b>6.7</b>	<b>5.82</b>	<b>9.11</b>	<b>5.29</b>	<b>5.04</b>	<b>2.27</b>	<b>4.18</b>	<b>5.51</b>	<b>8.89</b>	<b>68.66</b>	<b>1.43</b>	
	Curbside Participation Rate	71%	66%	70%	81%	80%	78%	62%	63%	72%	73%	67%	75%	<b>71%</b>		

## Revenues and Expenditures

On the revenue side, the curbside program includes a subscription fee which was set by the Council at \$52 per year. The City collects \$8,112 in annual subscription fees.

The direct costs to the City are comprised of operational expenses which include the tipping fee and fuel. Currently, weekly fuel costs approximately \$18 which amounts to \$723 annually.

The tipping fees have been reduced significantly from 2019 to 2021 after the County began its Residential Food Scrap Transportation and Disposal program whereby they subsidize the tipping cost of food scrap disposal for partnering municipalities. The total tipping cost for the composting program in 2021 was \$1,160.46. See the table below for a comparison of tipping expenses between food scrap, general recycling, green waste and garbage.

	2019			2020			2021		
	Tipping Fee	Tonnage	Cost	Tipping Fee	Tonnage	Cost	Tipping Fee	Tonnage	Cost
<b>FSR</b>									
Curbside	\$95/ton	30	\$ 4,940	\$105/ton	18	\$ 4,317	\$15/ton for 20 tons	24	\$ 1,160
Drop-off		22			24		\$10/ton thereafter	44	
<b>Garbage</b>	\$28.95/ton	4,835	\$ 139,732	\$29.39/ton	5,614	\$ 164,995	\$30.97/ton	6,384	\$ 197,712
<b>Green Waste</b>	\$17.62/ton	2,522	\$ 44,438	\$17.62/ton	3,906	\$ 68,824	\$18.25/ton	2,785	\$ 50,826
<b>Recycling</b>	\$0.00/ton	2,205	-	\$0.00/ton	2,494	-	\$0.00/ton	2,452	-

Indirect costs to the City include the manpower costs for collection. The total cost of two sanitation workers per day is \$1,006.40 including all salary and benefits which equates to \$40,256 per year for all curbside collection weeks. This cost is considered indirect as we would not realize a monetary savings by eliminating curbside collection as they are salaried employees. Rather, those employees would be reassigned back to other duties performed by the DPW.



# 2021 Food Scrap Recycling Curbside Participation Summary

	6-Jan-21	13-Jan-21	20-Jan-21	27-Jan-21	3-Feb-21	10-Feb-21	17-Feb-21	24-Feb-21	3-Mar-21	10-Mar-21	17-Mar-21	24-Mar-21	31-Mar-21	7-Apr-21	14-Apr-21	21-Apr-21	28-Apr-21	5-May-21
Number of No Cart	44	42			58	47		47	40	40	34	46	65	31		26	30	41
Number of Near Empty	0	0			23	0		8	22	4	2	65	0	91		0	2	0
Number of Partially Full	13	42			47	69		67	65	73	39	17	79	12		58	76	60
Number of Full	87	63			21	23		21	17	30	65	17	4	4		63	39	48
Number of Overfull	6	3			1	11		7	7	4	10	1	3	10		2	3	5
Total Bins Out	106	108			92	103		103	111	111	116	100	86	117		123	120	113
Curbside Participation Rate	71%	72%			61%	69%		69%	74%	74%	77%	68%	57%	79%		83%	80%	73%
Curbside Weight (TN)	1.04	0.57		0.72	0.51	0.56		0.58	0.54	0.40	0.59	0.55	0.40	0.85	0.57	0.55	0.55	0.55
Drop off Weight (TN)	0.77	0.63	0.93	1.04	0.85	0.95	0.71	0.95	0.61	0.47	0.72	0.76		1.66	0.77	0.80	0.95	0.00
Avg Curbside Weight Per house (lbs) excludes number of No Carts	19.62	10.56			11.09	10.87		11.26	9.73	7.21	10.17	11.00	9.30	14.53		8.94	9.17	9.73

	12-May-21	19-May-21	26-May-21	2-Jun-21	9-Jun-21	16-Jun-21	23-Jun-21	30-Jun-21	7-Jul-21	14-Jul-21	21-Jul-21	28-Jul-21	4-Aug-21	11-Aug-21	18-Aug-21	25-Aug-21	1-Sep-21	8-Sep-21
Number of No Cart	31	21	29		18		35	46		48	51	51		59	51		55	
Number of Near Empty	2	3	3		20		36	2		13	13	20		45	6		19	
Number of Partially Full	62	40	69		98		65	69		28	67	63		41	56		51	
Number of Full	54	74	37		12		14	31		11	15	15		7	34		24	
Number of Overfull	7	6	7		4		1	2		4	3	4		0	0		2	
Total Bins Out	125	123	116		134		116	104		56	98	102		93	96		96	
Curbside Participation Rate	80%	85%	80%		88%		77%	69%		54%	66%	67%		61%	65%		64%	
Curbside Weight (TN)	0.66	0.70	0.58		0.82	0.59	0.71	0.52		0.75	0.44	0.46	0.49	0.44	0.53	0.44	0.46	
Drop off Weight (TN)	1.05	1.12	1.16	2.12	1.09	0.97	1.12	1.17	1.17	0.94	0.80	0.73	0.80	0.87	0.87	0.60	0.72	
Avg Curbside Weight Per house (lbs) excludes number of No Carts	10.56	11.38	10.00		12.24		12.24	10.00		26.79	8.98	9.02		9.46	11.04		9.58	

	15-Sep-21	22-Sep-21	29-Sep-21	6-Oct-21	13-Oct-21	20-Oct-21	27-Oct-21	3-Nov-21	10-Nov-21	17-Nov-21	24-Nov-21	1-Dec-21	8-Dec-21	15-Dec-21	22-Dec-21	29-Dec-21	Average <sup>(1)</sup>	Total <sup>(1)</sup>
Number of No Cart	37	48	43	35		42	48			52			37	41			42	1,469
Number of Near Empty	1	13	59	11		30	15			2			16	16			16	562
Number of Partially Full	58	65	46	86		59	49			54			50	66			56	1,959
Number of Full	38	26	6	20		16	41			33			52	31			31	1,093
Number of Overfull	16	1	1	2		7	0			15			1	1			4	157
Total Bins Out	113	105	112	119		112	105			104			119	114			108	
Curbside Participation Rate	75%	69%	72%	77%		73%	69%			67%			76%	74%			72%	
Curbside Weight (TN)			1.09	0.70		0.67	0.59			0.44		0.87	0.60	0.52	0.52	0.52		24.64
Drop off Weight (TN)				0.43		0.85	0.94	0.70	1.87	1.42	1.08	1.65	1.42	0.82	0.82	1.15		44.02
Avg Curbside Weight Per house (lbs) excludes number of No Carts	0.00	0.00	19.46	11.76		11.96	11.24			8.46			10.08	9.12			11	

Due to a Holiday or data error, no curbside data was collected for the following weeks: January 20 & 27, February 13, April 14, June 2 & 16, July 7, August 4 & 25, September 8, October 13, November 3, 10, 24, December 1, 22 & 29.

Holiday, No Curbside Pickup  Data Error, No Curbside Data









# 2021 Food Scrap Recycling Curbside Participation January to June (4 of 4)

Address	6-Jan-21	13-Jan-21	3-Feb-21	10-Feb-21	24-Feb-21	3-Mar-21	10-Mar-21	17-Mar-21	24-Mar-21	31-Mar-21	7-Apr-21	21-Apr-21	28-Apr-21	5-May-21	12-May-21	19-May-21	26-May-21	9-Jun-21	23-Jun-21	30-Jun-21
3 York Avenue																				
34 Helen Avenue																				
647 Milton Road																				
26 Lynden Street	0	3	0	2	0	2	2	3	2	2	1	0	2	0	0	2	0	1	0	0
51 Greenhaven Road																				
66 Apawamis Avenue	2	0	2	2	2	1	2	2	1	0	0	2	3	3	0	2	0	0	0	0
20 York Avenue	3	4	2	3	3	2	3	2	1	2	0	0	0	0	0	0	0	0	0	0
8 Thorne Place																				
979 Forest Avenue																0	2	2	3	1
12 Larkspur Lane	3	3	0	0	2	0	2	2	0	0	1	4	3	0	4					
463 Midland Avenue	3	3	2	0	3	0	2	3	2	2	0	2	2	0	0					
32 Meadow Place	4	2	2	0	0	4	0	3	2	0	1		2	0	2					
91 Midland Avenue																		0	0	2
6 Evergreen Avenue	3	2	0	2	2	2	2	2	2	2	0	0	0	0	0					
2 Pine Island Road														2	3	3	3	2	0	0
86 Mendota Avenue														3	3	3	2	2	2	3
17 Henry Street																				
670 Milton Road	3	0	2	0	2	0	0	3	0	3	0	0	2	0	2					
70 Ridge Street																		2	0	0
387 Forest Avenue	3	3	0	2	0	0	0	3	0	0	0	3	0							
25 Hammond Road	0	0	0	0	0	0	0	0	0	0	1	3	3	3	3					
11 Robert Crisfield Place	3	2	0	3	2	2														
2 Parkway Drive	0	0	0	0	0	0	0	0	0	0	0	3	3	3	3					
49 Oakwood Avenue	3	0	2	0	0	0	0	0	0	2	0	3	0	0	0	2	0	0	0	0
3 Martin Road																		1	1	2
4 Stanley Keyes Court															3	3	2	2	0	0
4 Ridgeland Manor														2	0	3	0	2	1	0
70 Halsted Place														0	0	3	0	0	0	0
21 Chester Drive	0	0	1	0	0	1	0	2	0	2	0	2	0	0	0					
245 Milton Road	3	2	2	0	0															
3 Pine Lane	0	0	1	2	0	0	0	3	0	0	0	0	0	0	0					
33 Redfield Street																				
44 Oakwood Avenue																				
84 Highland Road	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2	0	0
1 Pine Island Road																				
11 Mendota Avenue														0	0	0	0	0	0	2
179 Forest Avenue																				
138 Osborn Road	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0
26 Orchard Lane	0	0	0	2	0	0	0	0	0	0	1	0	0							
90 Grace Church Street	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0					
124 Dearborn Avenue	0	2	0	0	0	0	0	0	0	0	0	0	0							
35 Drake Smith Lane	0	0	0	0	0	2	0	0	0	0	0	0	0							
46 Central Avenue	0	0	0	0	2	0	0	0	0	0	0	0	0							
464 Forest Avenue	0	0	0	2	0															
20 Parsonage Point																				
381 Rye Beach Avenue	0	0	0	0	0	0	0	0	0	0	1	0	0	0						

Due to a Holiday or data error, no curbside data was collected for the following weeks: January 20 & 27, February 13, April 14, June 2 & 16, July 7, August 4 & 25, September 8, October 13, November 3, 10, 24, December 1, 22 & 29.

No Bin Out = 0; Empty or Near Empty = 1; Partially Full = 2; Full = 3; Overfilled = 4.

Data Error, No Curbside Data  Resident Removed  Resident Added



# 2021

## Food Scrap Recycling Curbside Participation

### July to December (1 of 4)

Address	14-Jul-21	21-Jul-21	28-Jul-21	11-Aug-21	18-Aug-21	1-Sep-21	15-Sep-21	22-Sep-21	29-Sep-21	6-Oct-21	20-Oct-21	27-Oct-21	17-Nov-21	8-Dec-21	15-Dec-21	TOTAL
9 Ridgewood Drive		2	1	0	3	1	3	3	4	3	0	3	3	3	4	101
81 Glen Oaks Drive	2	0	2	2	2	3	2	2	2	2	4	3	2	3	3	83
337 Park Avenue	3	2	2	2	2	0	3	2	2	3	1	3	4	3	2	84
119 Grace Church Street		2	3	2	2	3	3	2	2	3	2	2	3	3	3	80
3 Packard Court	2	3	3	3	2		2	2	2	2	2	1	3	2	1	78
6 Fraydun Place	2	2	2	1	3	0	2	3	1	2	2	3	3	2	2	77
600 Forest Avenue	1	2	2	2	3	3	4	2	2	2	2	3	3	1	2	80
17 Hook Road	1	2	3	0	2	3	3	2	2	2	2	2	4	2	3	77
18 Harbor Lane	2	2	2	1	0	3	3	3	1	2	2	3	2	3		75
3 Wards Park E	2	2	2	1	2	2	2	3	2	2	2	2	2	3	3	76
58 Lindbergh Avenue	2	4	4	1	2	4	2	0	3	3	1	3	4	3	3	73
147 Florence Avenue	2	2	0	0	0	2	2	3	2	4	2	3	2	3	3	72
191 Kirby Lane		3	2	2	3	2	2	2	2	2	1	1	4	1	2	74
57 Morehead Drive	1	2	0	1	2	3	3	2	2	2	2	2	4	3	2	73
60 Fulton Avenue	2	2	2	2	2	2	3	3	1	2	2	3	2	2	2	72
51 Soundview Avenue	0	2	4	1	3	0	4	2	1	0	4	2	3	0	3	73
95 Parkway Drive	0	0	2	1	2	2	2	1	2	2	1	1	4	3	3	76
14 Richard Place		2	3	1	1	1	2	2	2	3	3	3	2	3	3	73
18 Bulkley Manor		2	1	2	1	2	4	2	2	3	4		3	3	3	71
135 Bradford Avenue	1	2	0	1	0	2	3	1	2	3	1	2	3	3	2	69
2 Lea Place	0	2	1	2	3	2	4	0	2	2	2	2	2	3	2	70
80 Coolidge Avenue	2	2	1	2	0	1	2	2	1	2	2	2	3	3	2	70
80 Hewlett Avenue	2	1	2	3	2	0	2	0	0	2	3	2	2	3	2	70
27 Barlow Lane	1	2	0	0	0	3	2	2	2	2	2	3	3	3	0	69
58 Bradford Avenue	2	2	0	1	2	0	0	2	2	2	1	2	2	2	3	69
99 Midland Avenue	0	3	2	1	3	2	3	0	0	0	1	0	2	3	3	67
36 Intervale Place		2	4	1	2	3	0	0	2	0	2	3	2	2	2	67
45 Sanford Street	2	1	2	2	2	2	3	3	2	3	1	3	4	1	2	70
61 Halsted Place	1	2	2	0	3	2	2	2	1	2	2	0	0	3	2	68
9 Allendale Drive	4	2	1	0	2	0		3	1	2	2	3	0	2	3	66
90 Soundview Avenue	0	0	0	1	2	2	3	2	2	3	2	3	3	0	3	67
1 Kirby Lane	0	0	3	1	3	4	3	0	1	2	4	0	0	2	2	65
10 Radcliffe Avenue		3	2	2	3	2	2	3	1	2	2	3	2	2	2	67
3 Windcrest Road		1	3	2	2	3	4	3	1	1	1	1	2	3	2	67
43 Mead Place		2	2	0	3	0	2	2	0	2	2	2	2	3	3	68
7 Bennett Street	3	2	0	2	0	0	0	0	1	3	1	2	2	2	2	69
11 Beck Avenue	3	2	2	0	2	2	4	2	0	2	2	3	2	3	2	66
18 Walker Avenue	2	3	2	1	3	2	3	0	1	0	2	2	1	2	2	65
50 Reymont Avenue	2	2	2	1	0	1	3	2	1	2	3	2	4	3	1	66
556 Milton Road	2	3	2	2	0	3	3	2	2	2	2	3	0	3	1	68
60 Glendale Avenue	0	2	2	3	2	3	0	0	0	0	2	0	2	2	2	65
2 Phillips Lane	1	2	2	0	0	3	2	3	2	2	0	2	0	0	3	64
340 Midland Avenue	0	2	2	2	2	3	2	2	1	2	2	0	0	2	1	66
5 Pine Island Road	0	0	2	1	0	3	4	2	0	2	2	3	2	2	2	66
10 Hickory Drive		1	4	3	2	0	3	3	1		3	2	4	0	2	63
13 Hook Road	1	2	1	1	0	0	4	1	2	3	2	3	2	2	2	66
15 Maple Avenue		0	2	0		2	2	2	2	2	1	2	3	2	2	64
56 Roosevelt Avenue	0	2	3	0	3	1	2	1	1	2	3	1	3	0	2	64

Due to a Holiday or data error, no curbside data was collected for the following weeks: January 20 & 27, February 13, April 14, June 2 & 16, July 7, August 4 & 25, September 8, October 13, November 3, 10, 24, December 1, 22 & 29.

No Bin Out = 0; Empty or Near Empty = 1; Partially Full = 2; Full = 3; Overfilled = 4.

Data Error, No Curbside Data  Resident Removed  Resident Added







# 2021 Food Scrap Recycling Curbside Participation July to December (3 of 4)

Address	14-Jul-21	21-Jul-21	28-Jul-21	11-Aug-21	18-Aug-21	1-Sep-21	15-Sep-21	22-Sep-21	29-Sep-21	6-Oct-21	20-Oct-21	27-Oct-21	17-Nov-21	8-Dec-21	15-Dec-21	TOTAL
3 Ridgeland Manor	0	0	2	2	0	1	2	2	0	2	0	2	0	2	2	47
15 Bradford Avenue	0	2	2	0	0		0	0	0	0	2	2	0	2	2	48
19 Hix Avenue	2	2	2	0	2	2	0	0	0	0	1	2	2	0	0	44
57 Drake Avenue	2	2	2	2	2	3	3	2	1	2	1	3	2	2	2	46
9 Osborn Road	0	0	0	0	0	2	2	1	1	2	0	0	0	2	2	44
16 Fulton Avenue	3	0	0	0	0	0	3	2	0	2	0	3	2	2	0	46
65 Fulton Avenue	3	1	1	2	2	2	3	2	2	2	2	3	3	3	3	41
8 Holly Lane		0	0	1		0	2	0	1	2	3	2	0	0	3	45
33 Cayuga Street		2	1	2	2	3	2	3	2	0	2	2	3	3	3	42
395 Forest Avenue		0	0	0	0	2	2	1	2	0	3	3	0	2	2	42
105 Hix Avenue	0	0	0	0	3	0	0	2	0	2	2	0	0	0	0	43
46 Brevoort Lane	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
1070 Boston Post Road	0	0	0	0	3	0	0	0	1	2	3	3	3	3	0	39
12 Hayward Place		2														44
169 Theodore Fremd Avenue		3	3	2	0	3	0	0	1	1	2	0	0	2	1	42
20 Grace Church Street		0	0	0	0	2	2	0	1	2	1	0	2	3	2	39
21 Cloverdale Lane	0	0	0	0	0	0	2	0	0	3	0	0	0	3	2	40
328 Oakland Beach Avenue		2	1		0	0	0		1	2	1	2	2	0	2	36
76 Morehead Drive	0	0	0	0	2	0	4	0	0	0	0	0	0	3	0	41
26 Valleyview Avenue	2	0	2	0		0	3	0	3	0	0	3	0	1	0	40
329 Forest Avenue	1	2	2	3	0	0	0	2	0	2	2	0	3	1	2	38
19 Loewen Court		2	0	0	2	3	0	0	0	0	0	0	0	0	0	42
25 Vale Place		0	2	0	0	0	3	2	1	0	1	0	2	0	0	39
7 Lasalle Avenue			2	3	3	3	4	2	2	2	2	3	3	2	2	33
105 North Street			2	1	0	3	4	3	2	4	3	3	0	3	3	31
311 Oakland Beach Avenue	0	3	0	0	0		0	2	1	2	0	0	3	2	3	34
180 Forest Avenue	2	2	2	2	0	0	3	0	0	0	0	0	0	2	0	38
23 Holly Lane	0	1	2	1	0	2	1	0	0	2	1	2	2	0	2	38
241 Forest Avenue	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
78 Island Drive																34
9 George Langeloh Court	0	0														38
6 Bradford Avenue	0	0														37
20 Park Lane	1	2	3	1	2	2	2	2	0	2	1	1	3	1	1	32
211 Midland Avenue		0	0	1	2	1	3	1	1	2	0	2	3	1	1	29
3 Dogwood Lane		2	2	2	3	2	2	2	1	3	2	0	2	2	0	31
22 Byrd Street																35
44 Lynden Street		2	0	1	0	0		0	2	0	0	0	0	2	0	31
6 Douglas Circle	3	1	2	0	0	0	0	3	1	1	2	2	3	3	2	30
81 Overlook Place	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	33
1 Ralston Street		2	1		3	1	0	1	1	2	2	0	4	1	2	27
22 Lake Road	3	0	0	0	0	2	2	2	2	2	2	3	0	2	2	27
7 Sanford Street			0	2	3	0	2	2	1	3	2	3	2	3	3	26
46 Meadow Place																31
5 Mendota Avenue		2	1	0	3	0	4	2	1	2	0	2	2	2	0	24
84 Overlook Place												0	0	0	0	31
10 Sound Road	0	3	0	0	0	0	0	0	0	2	2	2	0	0	0	28
2 Ellis Court		0	0	0	3	0	3	2	0	3	0	0	0	0	0	30

Due to a Holiday or data error, no curbside data was collected for the following weeks: January 20 & 27, February 13, April 14, June 2 & 16, July 7, August 4 & 25, September 8, October 13, November 3, 10, 24, December 1, 22 & 29.

No Bin Out = 0; Empty or Near Empty = 1; Partially Full = 2; Full = 3; Overfilled = 4.

Data Error, No Curbside Data  Resident Removed  Resident Added



# 2021

## Food Scrap Recycling Curbside Participation

### July to December (4 of 4)

Address	14-Jul-21	21-Jul-21	28-Jul-21	11-Aug-21	18-Aug-21	1-Sep-21	15-Sep-21	22-Sep-21	29-Sep-21	6-Oct-21	20-Oct-21	27-Oct-21	17-Nov-21	8-Dec-21	15-Dec-21	TOTAL
3 York Avenue			1	1	2	2	2	2	1	2	2	2	0	3	3	23
34 Helen Avenue			2	3	2	0	2	3	2	2	0	2	3	3	2	26
647 Milton Road			2	1	2	2	3	2	1	2	2	2	2	2	2	25
26 Lynden Street		0	0	1	2	0	2	0	0	0	0	0	0	2	0	29
51 Greenhaven Road			2	2	2	2	2	1	1	1	1	2	2	3	2	23
66 Apawamis Avenue	0	2														26
20 York Avenue	0	0														25
8 Thorne Place			2	1	2	2	0		1	2	2	1	3	3	2	21
979 Forest Avenue	4	0	2	1	3	0	2	2	1	2						25
12 Larkspur Lane																24
463 Midland Avenue																24
32 Meadow Place																22
91 Midland Avenue		1	0	2	2	0	0	0	1	2	1	3	2	3	0	19
6 Evergreen Avenue																19
2 Pine Island Road	0	0	0	1	0	0	2	0	2	0	0	0	0	0	0	18
86 Mendota Avenue		0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
17 Henry Street			2	1					1	2	2	3	3	3	0	17
670 Milton Road																17
70 Ridge Street	0	2	0	1	0	0	0	0	0	2	4	0	0	4	0	15
387 Forest Avenue																14
25 Hammond Road																13
11 Robert Crisfield Place																12
2 Parkway Drive																12
49 Oakwood Avenue	0	0														12
3 Martin Road	1	1	0	0	0	0	0	0	3	0	0	0	2	0	0	11
4 Stanley Keyes Court	0	0														10
4 Ridgeland Manor	1	0														9
70 Halsted Place	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	6
21 Chester Drive																8
245 Milton Road																7
3 Pine Lane																6
33 Redfield Street			0	0	0	0	2	0	0	0	0	0	0	0	0	2
44 Oakwood Avenue				0	0	2	2	0	0	1	0	0	0	0	0	5
84 Highland Road	0	0														5
1 Pine Island Road			0	0	0	0	0	0	1	0	0	0	0	0	0	1
11 Mendota Avenue	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	4
179 Forest Avenue			2	2	0	0	0	0	0	0	0	0	0	0	0	4
138 Osborn Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
26 Orchard Lane																3
90 Grace Church Street																3
124 Dearborn Avenue																2
35 Drake Smith Lane																2
46 Central Avenue																2
464 Forest Avenue																2
20 Parsonage Point			0	0	1	0	0	0	0	0	0	0	0	0	0	1
381 Rye Beach Avenue																1

Due to a Holiday or data error, no curbside data was collected for the following weeks: January 20 & 27, February 13, April 14, June 2 & 16, July 7, August 4 & 25, September 8, October 13, November 3, 10, 24, December 1, 22 & 29.

No Bin Out = 0; Empty or Near Empty = 1; Partially Full = 2; Full = 3; Overfilled = 4.

Data Error, No Curbside Data  Resident Removed  Resident Added

## 2020 Food Scrap Recycling Program Data

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**CITY OF RYE**  
**Department of Public Works**

**Interoffice Memorandum**

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To: Greg Usry, City Manager  
From: Ryan Coyne, City Engineer  
Date: October 15, 2020  
Subject: Food Scrap Recycling Program Data Update

This memo will serve as a summary of the data derived from the Food Scrap Recycling Program administered by the Department of Public Works. This memo will not serve to analyze the data, rather, as a supply of information for you, the Council, and the community to use.

**Curbside and Drop Off Updates**

The FSR program was developed with both a curbside pickup route and a drop-off site at Disbrow Park. Subsequent to the October 2019 City Council discussion, curbside pickup continued with 156 homes. In January, some of the original subscribers requested to be removed from the list and were replaced with homes from the curbside waiting list. The curbside route continued as originally developed with the exception of the elimination of curbside pickup during holiday weeks (to mirror current greenwaste collection practices).

The drop off site is maintained in its original location at Disbrow Park. A second drop off site was investigated at the request of the Council. While a second site was not constructed in part due to changes in schedules resulting from COVID-19, further discussion is warranted to locate an appropriate site that will provide the necessary security to minimize potential illegal dumping and also not adversely affect nearby residences.

**Curbside and Drop Off Weights**

The chart below represents the total weight collected for each month of the program from its inception.

The average total monthly tonnage was 5.15 in 2019 and 5.30 in 2020 (through September). Those averages can be broken down further in 2019 to be 3.68 drop off and 1.79 curbside. In 2020, the average tonnages were 4.42 drop off and 1.56 curbside.

Participation rates for the curbside program are also on chart below and average around 65%. This number is derived from data collected on whether the home had their bin out for collection that week.

It should be noted that there was no curbside collection between March 23 and July 10 due to COVID-19 schedule changes. The drop off site remained open.

FSR Program Update

October 15, 2020

Page 2 of 2

		Weight in Tons												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>2019</b>														
	Drop-off			2.41	1.46	2.6	3.08	3.5	2.53	3.02	4.84	4.89	5.35	33.68
	Curbside			1.15	1.78	2.65	3.25	2.19	1.59	1.97	0.99	1.06	1.24	17.87
	<b>Total</b>			<b>3.56</b>	<b>3.24</b>	<b>5.25</b>	<b>6.33</b>	<b>5.69</b>	<b>4.12</b>	<b>4.99</b>	<b>5.83</b>	<b>5.95</b>	<b>6.59</b>	<b>51.55</b>
	Curbside Participation Rate			73.29%	74.36%	74.74%	72.85%	60.51%	55.13%	67.40%	69.81%	67.10%	62.18%	<b>67.74%</b>
<b>2020</b>														
	Drop-off	4.43	3.23	3.22	5.15	5.33	6.11	3.59	4.26	NA*				35.32
	Curbside	1.27	1.68	1.42				1.93	1.67	NA*				7.97
	<b>Total</b>	<b>5.7</b>	<b>4.91</b>	<b>4.64</b>	<b>5.15</b>	<b>5.33</b>	<b>6.11</b>	<b>5.52</b>	<b>5.93</b>	<b>4.13</b>				<b>47.42</b>
	Curbside Participation Rate	68.18%	68.61%	66.88%	No Curbside			60.82%	56.82%	65.26%				<b>64.43%</b>

**Revenues and Expenditures**

The curbside program includes a subscription fee which was set by the Council at \$52 per year. The City collected \$8,112 in subscription fees in 2020 (\$52X156 users).

The City purchases supplies for the program (compostable bags, bins, etc.) and offers them for sale, at cost, to residents.

The City pays a tipping fee for the disposal of the food scraps. In 2019 that fee was \$95 per ton. In 2020, the fee was increased to \$105 per ton. As of September, the total cost for the disposal of food scraps in 2020 is \$4,979.10.

Westchester County is in the process of developing its Residential Food Scrap Transportation and Disposal program and it is proposed that they will subsidize the costs of disposing of the food scraps for partnering municipalities. The tipping fee could be reduced to \$15 per ton for the first 20 tons per year and \$10 per ton thereafter. They will also offer a service to collect the food scraps directly from the drop off site for approximately the same cost as the garbage tipping fee (currently \$29.28 per ton).

**Registrations**

There are a total of 538 registrants in the program of which 156 are curbside subscribers.

## 2019 Food Scrap Recycling Program Data

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**CITY OF RYE**  
**Department of Public Works**

**Interoffice Memorandum**

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To: Marcus Serrano, City Manager  
From: Ryan Coyne, City Engineer  
Date: September 27, 2019  
Subject: Food Scrap Recycling Pilot - Metrics

This memo will serve as a summary of the data derived from the 7-month Food Scrap Recycling Pilot Program administered by the Department of Public Works. This memo will not serve to analyze the data, rather, as a supply of information for you, the Council, and the community to use.

**Collection Times**

The FSR program was developed with both a curbside pickup route and a drop-off site at Disbrow Park. The curbside pickup route was granted for the first 156 residents to sign up through an online portal on the City's website. The number of homes was determined before the program started as a basis to test the capability of DPW staff to collect curbside FSR during a one-day-per-week collection route and analyze whether additional stops could be made within the work day.

The route was spread out throughout the entire City covering all 156 residences that participated. Two DPW sanitation workers performed the route each Wednesday, including weeks with Holidays. An 8 cubic yard, rear load satellite truck was used for the pickup each week. The route including the trips to the transfer station was 62 miles and the total fuel used was 11.2 gallons per week.

The employees work from 6:00-2:00 and are allowed to leave to begin their route at 6:30. The average time of day that the first residence was collected was 6:57am. The average time that the last house was collected was 11:52am.

After collecting the last house, the truck would dump at the transfer station in Mamaroneck. The average time that the truck entered the station was 12:05pm and the average time the exited the station was 12:16pm.

The truck would then return to Disbrow Park and collect the drop off site's containers and then return to the transfer station. The average time the truck entered the transfer station with the drop off material was 1:00pm and exited at 1:10pm.

After returning to DPW from the transfer station, if time allowed, the employees would wash the truck and clean the drop off site prior to leaving for the day at 2:00pm.

This second collection was done to separate the weights between curbside pickup and drop off for the pilot program beginning in the fourth week of the program. If the program is to continue and this level of data is not needed, we would combine the curbside pickup with the drop off material and only drive to the transfer station once per day.

It has been proven through this pilot that a full day of work for two employees can result in approximately 156 household collections if we keep the route the same. Unless other provisions are made I would not recommend adding any more than that if the program is to remain.

We should also consider options for holiday weeks. Currently with our sanitation and recycling collections, Wednesday pickups (green waste, metal, electronics) are omitted on holiday weeks in order to maintain the twice per week garbage pickup and once per week recycling pickup for all residents. In the case of the FSR pilot, we maintained that week's pickup regardless of whether there was a holiday. Therefore, we did not utilize sanitation workers on those days as they were on routes for sanitation and recycling pickups. Rather, two DPW employees were used.

**Curbside and Drop Off Weights**

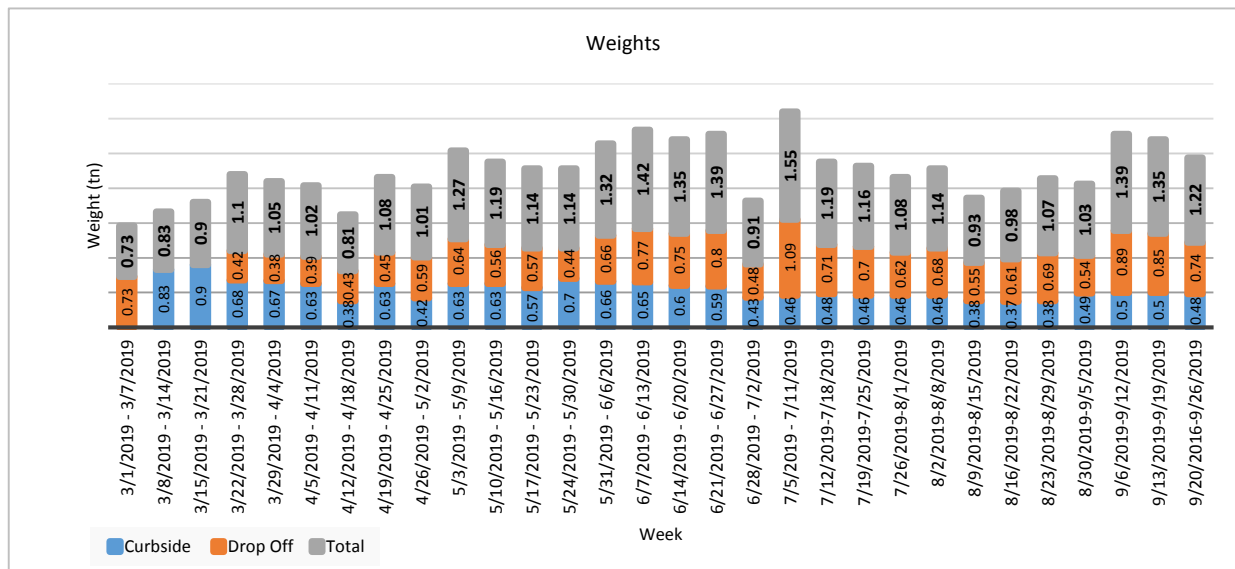
Weights of the collected material were registered for each trip to the transfer station. As stated above, separate pickups were made for curbside and drop-off site material starting in the fourth week of the pilot program.

The chart below represents the total weight collected for each week of the program.

The average weekly curbside weight (starting in the fourth week) was 0.53 tons with a total weight collected for 27 weeks of the pilot program of 14.29 tons.

The average weekly drop off site weight (starting in the fourth week) was 0.63 tons with a total weight collected for 27 weeks of the pilot program of 17.0 tons.

The first three weeks of the program added 0.73, 0.83, and 0.90 tons, respectively (curbside and drop off combined). Therefore, the combined total weight collected for the 30 weeks of the program is 33.75 tons.

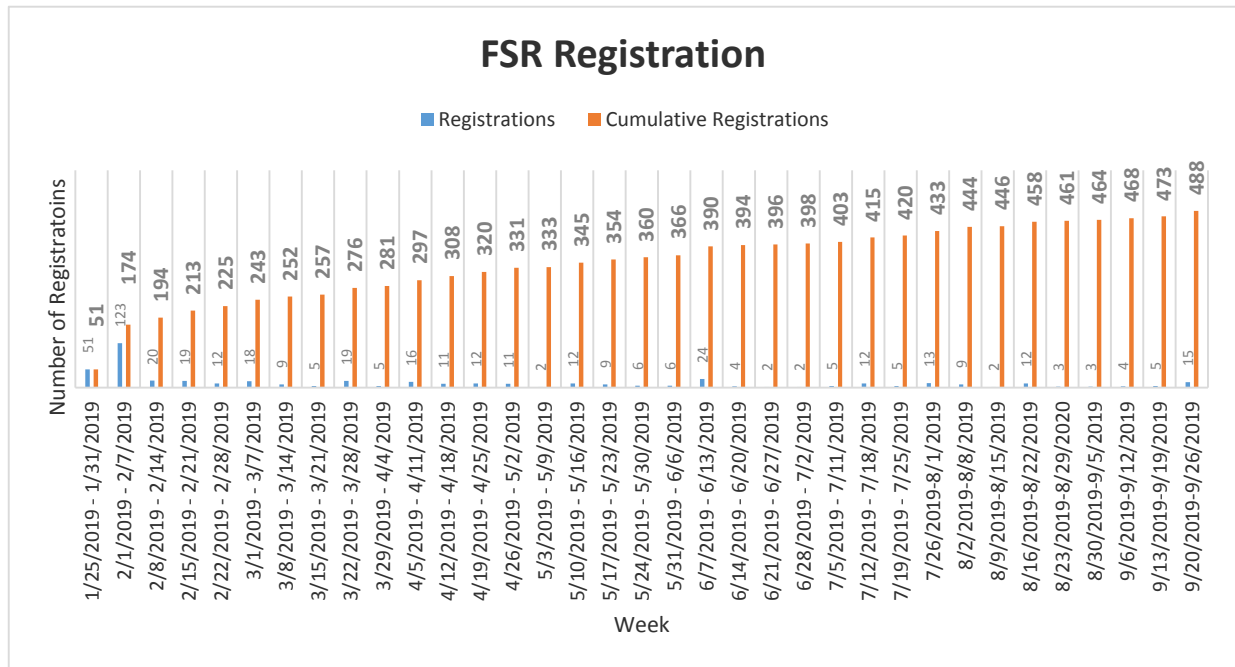


**Registrations**

The number of registrants were collected including their address and date of registration. The first 156 registrants were granted curbside pickup, if requested. Subsequent registrations were for participation through drop-off only.

Below is a chart showing the number of registrants per week (in blue) and the cumulative registrants (orange). There are a total of 488 registrants as of 9/26/2019.





Also attached hereto is a spreadsheet showing usage from all residents participating in the curbside program per week. This spreadsheet assigned a value to each residence to get a cumulative view throughout the program of its usage. A value of 0 was assigned if the bin was not out, a value of 1 if the bin was empty or near empty, a value of 2 if partially full, 3 if full, and 4 if it were overfilled. The average usage was determined to be 68.4% among all of the curbside participants.

More specifically, on average each week, there were 46 of bins that were not out (29.6%), 17 empty or near empty (10.8%), 40 partially full (25.6%), 47 full (30.2%), and 3 overfilled (1.7%).

The average curbside weight collected each week was 0.53 tons. Using the number of bins that were placed out each week, this equates to 10.02 pounds of material composted per week per household. The average weekly drop of weight was calculated to be 0.62 tons.

City of Rye

2019

Food Scrap Recycling Curbside Participation

Address	6-Mar	13-Mar	20-Mar	27-Mar	3-Apr	10-Apr	17-Apr	24-Apr	1-May	8-May	15-May	22-May	29-May	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul	24-Jul	31-Jul	7-Aug	14-Aug	21-Aug	28-Aug	4-Sep	11-Sep	18-Sep	25-Sep	Total		
1 Beatty Cr, Rye		3	3	3	3	3	3	2	3	2	3	3	2	3	3	3	2	3	3	2	3	3	3	0									75
1 Heritage Ln, Rye		3	2	2	3	2	0	3	2	3	2	3	2	3	2	2	3	3	2	2	2	0	0	1	2	0	0	2	2	2	2	2	53
1 Kirby Ln, Rye		0	3	3	3	2	2	3	3	3	1	3	3	3	3	3	3	0	0	2	2	0	3	0			3	3	3	3	1	61	
1 Morehead Dr, Rye		3	1	3	2	2	0	2	0	1	2	3	1	3	0	3	2	0	3	0	3	0	1	0	0	2	0	2	0	2	0	1	40
1 W Wards Park, Rye		1	3	2	2	2	1	0	3	2	3	3	3	3	3	2	2	0	1	0	0	0	0	0	0	0	1	0	2	3	2	44	
10 Chamberlain St, Rye		2	0	2	4	2	0	3	1	2	0	0	0	0	3	0	0	0	0	0	3	3	3	3	0	3	0	3	0	3	3	40	
110 Heritage Ln, Rye		1	3	1	1	1	1	1	1	1	1	2	0	2	3	2	2	2	3	1	1	0	0	1	1	1	3	2	1	2	2	40	
100 Grace Church St, Rye		0	1	3	3	2	4	3	3	3	3	4	2	4	3	3	3	3	3	0	3	3	3	3	0	0	0	2	0	2	0	63	
101 Forest Ave, Rye					3	3	0	0	3	3	3	3	3	2	1	3	3	0	3	3	0	3	3	3	0	2	4	3	3	3	3	57	
102 Florence Ave, Rye		0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
105 Hix Ave, Rye		3	0	2	3	2	0	2	1	2	0	3	0	0	1	2	3	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	27
111 Beck Ave, Rye		1	2	2	3	2	1	3	3	1	3	2	2	2	3	1	3	2	2	2	2	2	3	2	3	1	0	3	3	0	3	0	57
111 Brookdale Pl, Rye		3	2	2	2	2	0	2	1	2	2	2	2	1	3	2	2	2	3	3	1	3	3	0	2	3	2	3	2	1	2	53	
111 Indian Hill Rd, Rye		0	3	3	3	2	2	3	3	0	0	3	0	2	3	0	2	0	2	3	1	0	1	0	0	3	4	3	3	0	0	46	
111 Robert Crisfield Pl, Rye		0	0	2	0	1	1	2	1	2	1	1	2	0	0	2	0	0	1	0	1	0	0	1	3	3	3	2	2	2	2	32	
112 Hayward Pl, Rye				3	2	2	3	2	2	1	2	3	2	3	0	0	2	1	2	2	2	2	3	0	4	0	3	3	3	2	2	52	
112 Larkspur Ln, Rye		0	0	0	4	2	3	2	3	0	0	0	0	0	0	0	0	2	0	2	0	3	4	3	0	4	0	3	0	2	3	41	
112 Sharon Ln, Rye		3	2	2	2	2	2	3	2	1	0	2	2	0	0	3	0	2	3	2	0	2	3	0	0	2	3	2	1	0	0	46	
1121 Theodore Fremd Ave, Rye		0	0	3	2	2	0	3	1	2	3	2	3	0	0	0	0	2	2	3	0	0	3	2	0	0	0	0	0	0	0	35	
1138 Osborn Rd, Rye		3	3	3	3	2	3	3	0	2	0	3	3	0	2	0	0	0	0	0	0	3	0	3	0	0	0	0	3	3	2	44	
114 Hannan Pl, Rye		3	2	3	2	3	3	3	0	3	3	3	3	3	1	2	3	1	0	0	0	0	1	0	0	0	1	0	0	0	0	40	
114 Richard Pl, Rye		0	3	3	3	2	2	2	3	3	3	3	3	3	3	3	2	2	1	3	3	3	2	2	2	2	0	1	3	0	0	63	
117 Florence Ave, Rye		3	3	4	3	3	0	0	1	2	3	4	3	0	3	2	0	0	0	2	0	0	3	2	2	0	3	2	2	2	0	48	
119 Grandview Ave, Rye		0	0	0	2	0	0	1	0	2	1	1	3	0	3	2	2	1	0	0	3	0	1	1	1	1	3	2	2	0	2	31	
115 Bradford Ave, Rye		3	3	0	3	3	2	2	0	3	2	0	0	3	1	2	0	0	0	0	0	1	1	0	0	2	2	0	3	2	2	38	
115 Hewlett Ave, Rye		0	2	2	4	3	3	3	1	3	3	0	0	0	2	2	3	0	1	3	0	4	0	2	0	3	0	2	2	2	2	48	
116 Fulton Ave, Rye		1	0	0	3	1	2	2	3	2	0	2	2	2	2	4	3	0	3	0	2	2	2	0	0	0	1	2	0	0	0	41	
1169 Theodore Fremd Ave, Rye		0	0	2	0	0	0	2	0	0	0	1	0	2	0	0	3	3	3	0	3	2	2	0	0	3	2	3	2	3	2	33	
117 Bulkeley Ave, Rye		3	0	0	2	2	1	2	3	1	2	3	1	2	3	3	2	2	1	3	3	2	1	0	3	2	3	2	1	2	2	52	
117 Hook Rd, Rye		3	0	3	2	2	2	3	1	2	1	3	3	3	2	2	0	3	1	1	3	2	1	1	3	2	3	2	3	2	2	55	
118 Adelaide St, Rye		2	2	0	3	3	0	3	3	3	3	3	0	3	3	3	2	2	3	3	3	3	3	2	0	1	3	2	3	2	3	64	
118 Bulkeley Ave, Rye		3	3	3	2	2	2	2	0	3	2	3	3	2	3	2	3	0	0	3	3	3	2	3	0	2	3	3	2	3	3	62	
118 Elmwood Ave, Rye		1	0	3	0	2	0	0	3	2	2	0	3	3	3	0	2	2	2	0	0	3	0	0	0	0	0	2	3	1	0	37	
118 Harbor Ln, Rye		0	3	3	3	4	0	1	3	3	2	0	0	2	3	3	0	0	3	0	0	0	3	0	0	0	0	1	0	0	0	34	
118 Walker Ave, Rye		3	3	3	3	2	0	2	2	1	1	3	3	2	3	2	0	0	2	2	0	0	0	3	0	3	0	3	1	3	3	50	
1180 Forest Ave, Rye		3	2	2	3	3	2	3	2	0	3	3	0	3	3	3	3	0	0	3	3	0	0	3	3	3	0	3	2	2	2	57	
1185 Milton Rd, Rye		3	3	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
119 Hix Ave, Rye		3	3	0	3	2	0	2	1	1	3	1	0	3	3	3	2	3	0	3	0	3	0	0	1	2	3	2	0	2	0	46	
119 Loewen Cr, Rye		1	0	3	2	0	2	0	3	3	0	3	2	0	3	2	2	0	3	0	0	3	0	0	0	0	3	2	0	2	0	39	
119 Oneida St, Rye		3	2	2	3	0	2	0	3	0	3	2	0	2	3	3	2	0	0	0	0	4	0	0	0	0	0	2	0	0	0	36	
12 Ellis Cr, Rye		2	1	2	3	0	3	2	0	3	2	2	3	3	3	0	3	0	1	3	0	0	0	1	2	3	0	2	0	2	0	44	
12 Lea Pl, Rye		2	2	1	2	2	2	3	2	2	2	2	2	2	2	2	2	3	1	2	2	2	3	3	3	2	3	2	2	2	2	60	
12 Philips Ln, Rye		2	0	3	2	0	3	3	3	2	3	3	2	3	2	3	2	0	2	1	3	0	3	0	0	0	0	0	3	0	0	45	
120 Grace Church St, Rye		3	2	3	3	3	2	0	3	3	2	2	2	2	3	2	2	3	2	3	3	3	2	3	3	4	0	3	2	2	68		
120 Grapal St, Rye		0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	3	2	0	2	0	0	0	0	0	0	0	0	9	
120 Island Dr, Rye		2	0	3	1	2	2	2	1	3	2	0	0	2	3	2	1	3	3	0	1	3	2	3	3	2	0	2	2	1	48		
120 York Ave, Rye		3	3	3	3	3	3	3	3	3	2	3	0	3	1	0	3	3	3	3	3	3	3	3	3	2	0	3	3	2	67		
121 Chester Dr, Rye		1	2	0	1	0	1	3	3	0	2	0	2	0	0	0	2	1	3	1	3	1	1	2	0	1	0	1	1	0	28		
121 Cloverdale Ln, Rye		3	3	3	3	3	0	3	4	3	2	2	4	3	3	3	3	3	3	0	2	3	3	2	3	3	4	4	3	3	78		
121 Green Ave, Rye		2	0	4	3	2	0	1	0	3	2	0	3	0	3	3	0	0	3	3	3	2	0	0	3	0	3	3	3	3	3	48	
121 Newberry Pl, Rye		0	0	0	0	2	0	0	2	0	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	10	
122 Byrd St, Rye		0	4	4	3	4	3	3	3	3	3	3	2	4	3	2	3	0	3	0	3	2	3	2	2	2	2	2	3	2	2	71	
123 Van Buren St, Rye		2	2	2	0	3	2	2	3	2	2	3	2	3	2	3	3	2	3	3	0	3	2	2	2	1	0	3	2	3	60		
124 Hillcrest Ln, Rye		3	0	2	0	1	0	0	0	2	0	0	0	0	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	13	
1241 Theodore Fremd Ave, Rye		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1245 Milton Rd, Rye		0	2	2	3	2	0	2	2	2	0	1	3	3	3	0	3	2	3	0	1	0	1	0	3	3	3	1	3	3	45		
1249 Locust Ave, Rye		3	3	3	3	3	2	3	3	2	0	2	3	3	3	2	2	3	3	0	3	3	3	3	3	3	3	2	3	3	3	72	
125 Ormond Pl, Rye		2	1	0	1	2	2	2	3	2	2	1	0	3	2	2	2	2	3	3													





# CITY COUNCIL AGENDA

DEPT.: Planning

DATE: March 11, 2022

CONTACT: Christian K. Miller, City Planner

**AGENDA ITEM:** Continue 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:**

March 16, 2022

**RYE CITY CODE,**  
CHAPTER 197  
SECTION

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

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** In November 2018 the City Council 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. 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 petitioner’s most recent submission (attached hereto) provides a summary of the process to-date and a response to comments raised by the City Council and public at the last public hearing last spring. City staff has posted on the City website all documents and information related to the petition including all prior submissions, recommendations of the City Planning Commission, Westchester County Planning Department and all written correspondence from area neighbors (please visit: <https://www.ryeny.gov/government/city-council/active-projects-and-pending-matters> and click on the blue “Osborn Petition” box).

Throughout the process the petitioner has submitted multiple revisions to its proposed zoning text amendment in response to the comments of the City Planning Commission, City Council and public comment in previous hearings. Attached hereto is the latest revised draft local law being considered by the City Council.

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FRANK S. McCULLOUGH (1905-1998)  
EVANS V. BREWSTER (1920-2005)

March 9, 2022

Honorable Mayor Josh Cohn and Members of the City Council  
City of Rye  
1050 Boston Post Road  
Rye, New York 10580

Re: The Osborn  
101 Theall Road  
Zoning Text Amendment

Dear Mayor Cohn and Members of the City Council:

This office represents the Miriam Osborn Memorial Home Association (“The Osborn”), the owner and operator of 101 Theall Road (the “Property”), which is the home of The Osborn’s senior living community. Since the original Osborn building was first opened in 1908, The Osborn has operated on the Property for 114 years and become one of Rye’s oldest and most important institutions. Its services include memory care and assisted living, skilled nursing care, and independent living apartments. The Osborn’s operations also include health and wellness facilities, office space, dining and food preparation areas, and other support services.

The Property at issue is quite unique within the City. While located in the R-2 “One-Family” Zoning District, the Property is governed by a Declaration of Covenants and Restrictions adopted in conjunction with the City of Rye nearly 30 years ago. As was previously discussed at great length, the senior living landscape has changed dramatically in those 30 years. Consequently, the current zoning standards for The Osborn would not allow for it to construct facilities in keeping with modern programming and standards of care, which are necessary for The Osborn to remain competitive in the modern marketplace.

To address these issues, The Osborn has petitioned the Council for a Zoning Text Amendment (the “Amendment”) to the City of Rye Zoning Ordinance (the “Zoning Ordinance”). This Amendment will serve to codify The Osborn’s land use controls within the Zoning Ordinance, rather than a separate document. The Amendment is also intended to create a framework for the City to review future proposals from The Osborn, by establishing a new Special Permit use and standards for the Rye Planning Commission to enforce on future projects.

Because this petition has been pending before the Council for an extended period of time, we wished to briefly recap the history of this proposal with the City, as we feel it will provide greater insight into the legislation now before the Council. The Osborn has also taken steps to address each of the issues raised by the Council following our last appearance.

### Purpose of Zoning Amendment / Petition History

As we have described previously in detail, The Osborn is facing a rapidly-evolving senior living landscape, driven by advancing technology, an aging populace, changing market trends, and increasing competition throughout Westchester and Fairfield Counties. To remain competitive and meet the anticipated needs of this marketplace, The Osborn has determined that greater flexibility is needed for future projects on its campus. To that end, The Osborn developed a proposed Amendment, establishing a new “R-2 Senior Living Facilities” Special Permit use, together with zoning standards and regulations.

The Petition was submitted to the Council in November 2018. After two meetings, the Petition was then referred to the Rye Planning Commission for its recommendation. The Osborn spent nearly a year working with the Planning Commission on the language of the Amendment, finding a balance that would ensure The Osborn’s future stability while establishing proper zoning standards and requirements to ensure appropriate design. After numerous revisions and modifications, the Planning Commission issued a positive report back to the Council, recommending the adoption of the Amendment.

The Osborn returned to the Council following this recommendation the spring of 2020 to begin the public hearing process. Throughout that process, The Osborn has attended numerous meetings with the Council and with surrounding neighbors. The Osborn further took the initiative to host webinars, circulate mailers, conduct site walks, and create a webpage ([www.theosborn.org/zoning](http://www.theosborn.org/zoning)<sup>1</sup>) and email address ([zoning@theosborn.org](mailto:zoning@theosborn.org)<sup>2</sup>) for neighbors to reference Petition materials and get in touch with The Osborn.

This process resulted in a number of additional changes from The Osborn to accommodate the concerns of neighbors and the Council, by placing additional limitations and requirements on the proposed Special Permit use. Since beginning these discussions with the City, The Osborn has now decreased the requested floor area ratio, increased required setbacks, reduced permitted height and building placement within its campus, and imposed strict screening requirements. Unprecedented special setbacks have also been proposed to maintain the open space near Osborn Road. A Comparative Zoning Table, summarizing the changes made to the Amendment over the course of this review, is attached hereto as Schedule A, which shows how the proposed Amendment has grown more restrictive throughout this process. This table further demonstrates how the proposed Amendment imposes greater restrictions on building height, setbacks,<sup>3</sup> and landscaping than what is currently required for the Property. See also, Zoning Setback Map, dated March 2021, attached hereto as Schedule B, which graphically depicts proposed setback requirements for the Property.

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<sup>1</sup> Now [www.theosborn.org/envision](http://www.theosborn.org/envision)

<sup>2</sup> Now [envisionteam@theosborn.org](mailto:envisionteam@theosborn.org)

<sup>3</sup> The only lesser yard requirement is the limited “incursion” area with a 100’ setback, which is heavily restricted.

The Osborn also retained Hardesty & Hanover, LLC to conduct a traffic study. Hardesty & Hanover's report, dated February 17, 2021, determined that even with increased development pursuant to the proposed Amendment, there will be "minimal, if any, measurable impacts to traffic operations near or at the site."

In fact, the biggest traffic concerns in this area are generated primarily by pick-up and drop-off at The Osborn School (the "School"), which the Petition does not affect. Even though The Osborn is not a significant traffic contributor, The Osborn has still offered mitigation options to the City and the School to improve overall traffic congestion in the area.<sup>4</sup> This is in keeping with The Osborn's long history of community engagement in Rye.

### Responses to Most Recent Comments

These supplemental studies and revisions to the Amendment were submitted to the Council in early 2021 for evaluation and discussion. We last appeared before the Council in March 2021 for a review of these items, at which time The Osborn addressed various comments from the Council and the public. The Council also asked The Osborn to address additional topics with subsequent further studies and answers to specific questions. Following the meeting, The Osborn has worked with its residents and consultants to generate materials responsive to the Council's questions. With that in mind, we wish to respond to those issues as follows:

1. *Confirm no new entrances or exits are proposed for The Osborn campus.*

There are no new entrances or exits proposed as part of the Petition.

2. *Can parking lot setbacks of 240 feet be provided from Osborn Road, with full evergreen screening? Can 100-foot parking lot setbacks be provided from Boston Post Road with full evergreen screening?*

The Osborn has committed to parking setbacks of 240 feet from Osborn Road, and is willing to impose an additional evergreen screening requirement for parking lots facing Osborn Road to ensure appropriate screening of vehicles. The Osborn is also willing to provide a 100-foot setback requirement for parking spaces from Boston Post Road, as well as an evergreen screening requirement for those spaces.

3. *Can permitted building heights be reduced even further to four stories / 48 feet and five stories / 60 feet for the part of The Osborn Property that directly faces Osborn Road (not behind the School)? This would still leave 12 feet per floor.*

The Osborn may currently construct buildings anywhere on the Property within the existing 160-foot setbacks, up to five stories and 75 feet in height. In the proposed Amendment, we are proposing to impose greater limitations on the Property, by reducing maximum heights based on setbacks to four stories at 60 feet or five stories and 65 feet, which is consistent with the current

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<sup>4</sup> As detailed in our February 19, 2021 letter to the Council, The Osborn has offered to contribute funds toward an independent study of traffic issues in this area, and has further offered reasonable access to areas of The Osborn's Property for the School to ameliorate traffic issues based on the findings of this study.

buildings on The Osborn's campus. Setbacks will also generally be increased so as to push buildings further from residential areas.

Further reductions in permitted heights would not be viable on the Property. Sloped roofs will likely be utilized as an architectural feature for some, if not all, future buildings to fit the visual context of the existing Osborn campus. This will require additional height beyond typical height per floor.

4. *What could a "maximum development" plan look like if the Amendment is adopted? Please provide a breakdown of square footage to show building distribution.*

The Osborn has spent significant time working with its consultants, in conversation with its residents, to generate the enclosed Illustrative Site Diagram from RLPS Architects, dated March 7, 2022 (the "Site Diagram"). This drawing illustrates where future buildings and site improvements could be located if The Osborn were to utilize all available FAR within development areas permitted under the proposed Amendment. The Site Diagram takes into account parking, building spacing, and landscaping requirements included in the Petition, as well as general site logistics.

The Osborn has also retained Towers Golde LLC, a planning and landscape architecture firm, to prepare a supplemental concept planting plan for the southern perimeter of the campus, as had been previously discussed with the Council and in keeping with the screening and landscaping requirements included in the Amendment. Towers Golde then generated summer and winter visual simulations from five viewpoints along Osborn, Boston Post and Theall Roads looking towards the new and existing landscape and buildings shown in the Site Diagram and concept planting plan. These materials clearly demonstrate that development under the proposed zoning will be generally consistent with the existing character of the surrounding neighborhood and the current Osborn campus.

5. *Can the Petitioner propose language to ensure preservation of the "campus" effect facing Boston Post Road?*

The Osborn has proposed explicit language to achieve this very effect. Specifically, the Amendment calls for maintaining the 160-foot setback from Boston Post Road and mandates that required yards facing single-family residences, as is the case along Boston Post Road "be planted and maintained with appropriate landscaping in keeping with the existing setting so as to provide effective visual screening."

The Osborn's most recent revisions to the Amendment added the explicit requirement that screening must be "in keeping with the existing setting". It is equally important to The Osborn that the campus-like quality of its facilities is maintained for its residents and the community at large.

6. *Will The Osborn commit to maintaining its arboretum status?*

The Osborn is committed to maintaining the arboretum character of the campus consistent with current criteria established by its arboretum accreditor organization.



7. *Can The Osborn provide garage space to Rye EMS?*

The Osborn has offered a parking space with electric hookup, and a supporting staff area to Rye EMS, free of charge, for staging of an emergency vehicle and associated personnel. It is our understanding from Rye EMS that they have decided to pursue an alternate location and no longer wish to use this space.

8. *Provide information related to property values.*

In response to comments from neighbors asserting negative effects on their property values from this Amendment, DTS Provident has undertaken a detailed analysis of residential sale prices surrounding The Osborn over nearly 40 years, including before, during, and after development of The Osborn's Pathway 2000 plan, which included the construction of multistory apartment buildings, duplex garden homes, a skilled nursing facility, and site infrastructure.

DTS Provident's analysis shows that similar scaled development on this very Property did not result in any detriment to surrounding property values. In fact, valuations have consistently risen since the beginning and completion of this major construction project.

9. *Provide data on The Osborn's residents and patients, and their relationship to Rye.*

The Osborn's records indicate approximately 20%-25% of Osborn residents in the independent living, assisted living, and skilled nursing facilities are former Rye residents or related to Rye families. Approximately 60% of the patients served by Osborn Home Care are Rye residents, and approximately 75% of outpatients assisted by The Osborn Outpatient Rehabilitation program are Rye residents.

### Conclusion

It is our strong belief that the Amendment before the Council, which has been subject to years of discussion, is a well-considered piece of legislation benefitting from the input from neighbors, the City Council, the Planning Commission, City staff, and expert consultants. As is clearly shown on the Zoning Comparison Table, the current Amendment is the product of numerous revisions on The Osborn's part to address concerns from neighboring property owners. In making these changes The Osborn will greatly condense areas for future development on The Osborn's campus. Nevertheless, we feel that this Amendment will provide the necessary flexibility for The Osborn to address its needs in the future so that this historic institution may continue to thrive and serve the Rye community.

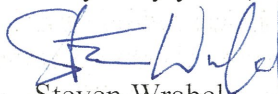
We wish to reiterate that this Amendment does not provide The Osborn with any form of site plan approval. Rather, the proposed legislation will merely create a zoning framework for the Planning Commission to review a proposal from The Osborn. That process itself will require further public hearings, expert analysis, and thorough review.

We are pleased to submit the following materials in support of this Petition:

1. Illustrative Site Diagram prepared by RLPS Architects, dated March 7, 2022;
2. Campus Perimeter Concept Planting Plan - South and Views of Existing Conditions and Illustrative Simulations prepared by Towers Golde LLC, dated March 7, 2022; and
3. Proposed Osborn Zoning Amendments and Residential Property Values analysis prepared by DTS Provident, dated March 2022.

We look forward to continuing the public hearing and discussion of the proposed Amendment with the Council at its March 16, 2022 meeting. Thank you for your consideration.

Very truly yours,



Steven Wrabel

cc: Greg G. Usry  
Kristen Wilson, Esq.  
Miriam Osborn Memorial Home Association

**CITY COUNCIL  
CITY OF RYE, NEW YORK**

**LOCAL LAW NO. \_\_\_-2022**

**A LOCAL LAW TO REVISE THE ZONING ORDINANCE  
OF THE CITY OF RYE**

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

**Section One.** Section 197-86 of the City of Rye Zoning Ordinance shall be amended by adding a new section (15) entitled “R-2 Senior Living Facilities” to Table A, Column 2, under the heading “R-1, R-2, R-3, R-4, R-5, R-6, RS and RT Districts”, which shall state as follows:

(15) R-2 Senior Living Facilities. In the R-2 District, an age restricted, multi-family residential facility in a campus setting providing a variety of housing types, including, but not limited to: independent living units, assisted living facilities, ambulatory services, and domiciliary care facilities, with healthcare support, including but not limited to availability of accessible units and assistance for residents with activities of daily living, and including other appropriate ancillary and accessory uses typically found in senior residential communities including, but not limited to, communal space, associated office space, equipment storage, residences for staff, support facilities, food preparation and service facilities, provided that:

- (a) Residents of R-2 Senior Living Facilities shall be limited to: (i) a single person 55 years of age or older; (ii) two or three persons, all of whom are 55 years of age or older; (iii) a married couple, live-in companion, or partner, one of which is 55 years of age or older; (iv) the surviving spouse of a person 55 years of age or older, provided that the surviving spouse was duly registered as a resident of the development at the time of the elderly person's death; and (v) one adult 18 years of age or older residing with a person who is 55 years of age or older, provided that said adult is essential to the long-term care of the elderly person as certified by a physician duly licensed in New York State.

[1] Notwithstanding the foregoing, up to four (4) dwelling units within the community may be set aside to be occupied by a superintendent, building manager, or other staff member and their family, to which the limitations on occupancy set forth above shall not apply.

[2] Persons under the age of 55 not specifically permitted to be occupants shall not be permitted to be permanent residents of dwelling units. For the purposes of this section, a “permanent resident” shall mean any person who resides within the dwelling for more than three consecutive weeks or in excess of 30 days in any calendar year, or has listed the residence as an abode for any purpose whatsoever, including, but not limited to, enrollment in public or private schools. Temporary occupancy by guests of families shall be

permitted, provided that such occupancy does not exceed a total of 30 days in any calendar year.

[3] The limitations on occupancy shall be included in the marketing materials for the development as well as within the rules and regulations or terms of any leases, bylaws or covenants and restrictions for the development. Violations of the limitations on occupancy shall be enforceable by the City of Rye Building Inspector against the owner or lessee or the agent of any of them and shall be punishable by a fine of \$250 per day or by imprisonment not exceeding 15 days, or by both such fine and imprisonment. Exceptions to these regulations shall be granted if any limitations are determined to be in violation of any state or federal law.

[4] The Planning Commission shall have the right to require that the owner execute agreements and covenants as it may deem to be required during any site plan approval process as it may reasonably deem to be required to ensure compliance with the stated intent of this section. Said agreements or covenants shall be recorded in the office of the Westchester County Clerk and constitute a covenant running with the land. Such covenant or agreement may be modified or released only as set forth in said covenant or agreement or by the City Council.

- (b) The site for an R-2 Senior Living Facility shall have a minimum of 50 contiguous acres.
- (c) The floor area ratio shall not exceed 0.45.
- (d) Lot building coverage shall not exceed 15% and total impervious coverage shall not exceed 35%.
- (e) Building height shall not exceed four (4) stories or 60 feet. Where proposed buildings are set back at least 240 feet from the all property lines and wholly located within an area of said setback that can contain a horizontal square with 200-foot sides, the permitted maximum building height may be increased to five (5) stories and 65 feet.
- (f) There shall be a minimum yard requirement of 160 feet for front yards and a minimum yard requirement of 160 feet for side and rear yards.

[1] Where an R-2 Senior Living Facility adjoins or is located across the street from a single-family residence or school, the required yard shall be planted and maintained with appropriate landscaping in keeping with the existing setting so as to provide effective visual screening, and shall contain no buildings or storage. Nothing in this Chapter shall prohibit the placement of stormwater management facilities, sidewalks, gardening and passive recreation features, and/or access drives within the required minimum yard.

[2] The minimum yard requirement from Osborn Road shall be 300 feet.

[3] Where an R-2 Senior Living facility adjoins or is located across the street from a use other than a single-family residence, Senior Citizens Apartment (RA-5 District), or school, required yard setbacks may be reduced to no less

than 100 feet, provided that the maximum permitted area of the encroachment of the structure into this reduced setback shall be no more than 30% of the total area between each yard line and the standard 160-foot setback. Notwithstanding the foregoing, for all new buildings and structures, a minimum setback of 160 feet shall be maintained from Old Boston Post Road.

[4] The provisions of § 197-52 shall not apply to R-2 Senior Living Facilities.

- (g) Notwithstanding the provisions of the foregoing paragraph (f), new parking areas and roadways may be located in required yards, but in no case shall a parking area or non-access roadway be located closer than 40 feet to a property line or 240 feet to a property line bordering Osborn Road.
- (h) There shall be a minimum distance of 20 feet between all buildings. Notwithstanding the foregoing, buildings may be connected by exterior paved pathways or interior corridors. The provisions of § 197-70 shall not apply to R-2 Senior Living Facilities.
- (i) For independent living units in R-2 Senior Living Facilities, the minimum amount of residential floor area in each unit shall be 750 square feet for one bedroom units, 900 square feet for two bedroom units, and 1,100 square feet for three bedroom units. For assisted living units, the minimal amount of residential floor area shall be 200 square feet. The provisions of § 197-44.B shall not apply to R-2 Senior Living Facilities.
- (j) On any lot used for an R-2 Senior Living Facility, at least 60% of the property shall be preserved as open space. The provisions of § 197-68 shall not apply to R-2 Senior Living Facilities.
- (k) Off-street parking for R-2 Senior Living Facilities shall be provided as follows:
  - [1] For independent living units: 1.0 spaces per dwelling unit.
  - [2] For assisted living, skilled nursing, nursing home, and memory care facilities: 0.25 spaces per bed.
- (l) The provisions of Chapter 197, Attachment 1, entitled “Table A: Residence Districts” shall not apply to R-2 Senior Living Facilities.
- (m) The provisions of § 197-8.A and C shall not apply to R-2 Senior Living Facilities.
- (n) Notwithstanding any of the foregoing, any building, structure or use existing on the effective date of this section which does not conform to the provisions of this section may be continued subject to the requirements of Article III of this chapter.

**Section Two.** If any section, subsection, clause, phrase or other portion of this Local Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**Section Three.** This Local Law shall take effect immediately upon filing with the Secretary of State.

**CITY COUNCIL  
CITY OF RYE, NEW YORK**

**LOCAL LAW NO. \_\_\_-202~~10~~**

**A LOCAL LAW TO REVISE THE ZONING ORDINANCE  
OF THE CITY OF RYE**

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

**Section One.** Section 197-86 of the City of Rye Zoning Ordinance shall be amended by adding a new section (15) entitled “R-2 Senior Living Facilities” to Table A, Column 2, under the heading “R-1, R-2, R-3, R-4, R-5, R-6, RS and RT Districts”, which shall state as follows:

(15) R-2 Senior Living Facilities. In the R-2 District, an age restricted, multi-family residential facility in a campus setting providing a variety of housing types, including, but not limited to: independent living units, assisted living facilities, ambulatory services, and domiciliary care facilities, with healthcare support, including but not limited to availability of accessible units and assistance for residents with activities of daily living, and including other appropriate ancillary and accessory uses typically found in senior residential communities including, but not limited to, communal space, associated office space, equipment storage, residences for staff, support facilities, food preparation and service facilities, provided that:

- (a) Residents of R-2 Senior Living Facilities shall be limited to: (i) a single person 55 years of age or older; (ii) two or three persons, all of whom are 55 years of age or older; (iii) a married couple, live-in companion, or partner, one of which is 55 years of age or older; (iv) the surviving spouse of a person 55 years of age or older, provided that the surviving spouse was duly registered as a resident of the development at the time of the elderly person's death; and (v) one adult 18 years of age or older residing with a person who is 55 years of age or older, provided that said adult is essential to the long-term care of the elderly person as certified by a physician duly licensed in New York State.

[1] Notwithstanding the foregoing, up to four (4) dwelling units within the community may be set aside to be occupied by a superintendent, building manager, or other staff member and their family, to which the limitations on occupancy set forth above shall not apply.

[2] Persons under the age of 55 not specifically permitted to be occupants shall not be permitted to be permanent residents of dwelling units. For the purposes of this section, a “permanent resident” shall mean any person who resides within the dwelling for more than three consecutive weeks or in excess of 30 days in any calendar year, or has listed the residence as an abode for any purpose whatsoever, including, but not limited to, enrollment in public or private schools. Temporary occupancy by guests of families shall be

permitted, provided that such occupancy does not exceed a total of 30 days in any calendar year.

[3] The limitations on occupancy shall be included in the marketing materials for the development as well as within the rules and regulations or terms of any leases, bylaws or covenants and restrictions for the development. Violations of the limitations on occupancy shall be enforceable by the City of Rye Building Inspector against the owner or lessee or the agent of any of them and shall be punishable by a fine of \$250 per day or by imprisonment not exceeding 15 days, or by both such fine and imprisonment. Exceptions to these regulations shall be granted if any limitations are determined to be in violation of any state or federal law.

[4] The Planning Commission shall have the right to require that the owner execute agreements and covenants as it may deem to be required during any site plan approval process as it may reasonably deem to be required to ensure compliance with the stated intent of this section. Said agreements or covenants shall be recorded in the office of the Westchester County Clerk and constitute a covenant running with the land. Such covenant or agreement may be modified or released only as set forth in said covenant or agreement or by the City Council.

(b) The site for an R-2 Senior Living Facility shall have a minimum of 50 contiguous acres.

(c) The floor area ratio shall not exceed 0.45.

(d) Lot building coverage shall not exceed 15% and total impervious coverage shall not exceed 35%.

(e) Building height shall not exceed four (4) stories or 60 feet. Where proposed buildings are set back at least 240 feet from the all property lines and wholly located within an area of said setback that can contain a horizontal square with 200-foot sides, the permitted maximum building height may be increased to five (5) stories and ~~75~~ 65 feet.

(f) There shall be a minimum yard requirement of 160 feet for front yards and a minimum yard requirement of 160 feet for side and rear yards.

[1] Where an R-2 Senior Living Facility adjoins or is located across the street from a single-family residence or school, the required yard shall be planted and maintained with appropriate landscaping in keeping with the existing setting so as to provide effective visual screening, and shall contain no ~~parking buildings, or storage, or other program use~~. Nothing ~~herein in this Chapter~~ shall prohibit the placement of stormwater management facilities, sidewalks, gardening and passive recreation features, and/or access drives within the required ~~setback~~ minimum yard.

[2] ~~The minimum yard requirement from Osborn Road. Where an R-2 Senior Living Facility is located across a non-State, non-County, or non-federally-~~



~~designated road from a one-family district, the minimum required setback from that road shall be 240-300 feet.~~

- [3] Where an R-2 Senior Living facility adjoins or is located across the street from a use other than a single-family residence, Senior Citizens Apartment (RA-5 District), or school, required yard setbacks may be reduced to no less than 100 feet, provided that the maximum permitted area of the encroachment of the structure into this reduced setback shall be no more than 30% of the total area between each yard line and the standard 160-foot setback. Notwithstanding the foregoing, for all new buildings and structures, a minimum setback of 160 feet shall be maintained from Old Boston Post Road.
- [4] The provisions of § 197-52 shall not apply to R-2 Senior Living Facilities.

- (g) Notwithstanding the provisions of the foregoing paragraph (f), New parking areas and roadways may be located in required yards, but in no case shall a parking area or non-access roadway be located closer than 40 feet to a property line or 240 feet to a property line bordering Osborn Road.
- (h) There shall be a minimum distance of 20 feet between all buildings. Notwithstanding the foregoing, buildings may be connected by exterior paved pathways or interior corridors. The provisions of § 197-70 shall not apply to R-2 Senior Living Facilities.
- (i) For independent living units in R-2 Senior Living Facilities, the minimum amount of residential floor area in each unit shall be 750 square feet for one bedroom units, 900 square feet for two bedroom units, and 1,100 square feet for three bedroom units. For assisted living units, the minimal amount of residential floor area shall be 200 square feet. The provisions of § 197-44.B shall not apply to R-2 Senior Living Facilities.
- (j) On any lot used for an R-2 Senior Living Facility, at least 60% of the property shall be preserved as open space. The provisions of § 197-68 shall not apply to R-2 Senior Living Facilities.
- (k) Off-street parking for R-2 Senior Living Facilities shall be provided as follows:  
[1] For independent living units: 1.05 spaces per dwelling unit.  
[2] For assisted living, skilled nursing, nursing home, and memory care facilities: 0.25 spaces per bed.
- (l) The provisions of Chapter 197, Attachment 1, entitled “Table A: Residence Districts” shall not apply to R-2 Senior Living Facilities.
- (m) The provisions of § 197-8.A and C shall not apply to R-2 Senior Living Facilities.
- (n) Notwithstanding any of the foregoing, any building, structure or use existing on the effective date of this section which does not conform to the provisions of this section may be continued subject to the requirements of Article III of this chapter.

**Section Two.** If any section, subsection, clause, phrase or other portion of this Local Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**Section Three.** This Local Law shall take effect immediately upon filing with the Secretary of State.

# Schedule A - Zoning Comparison Table

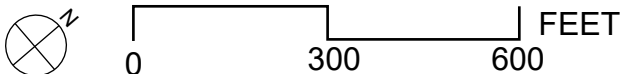
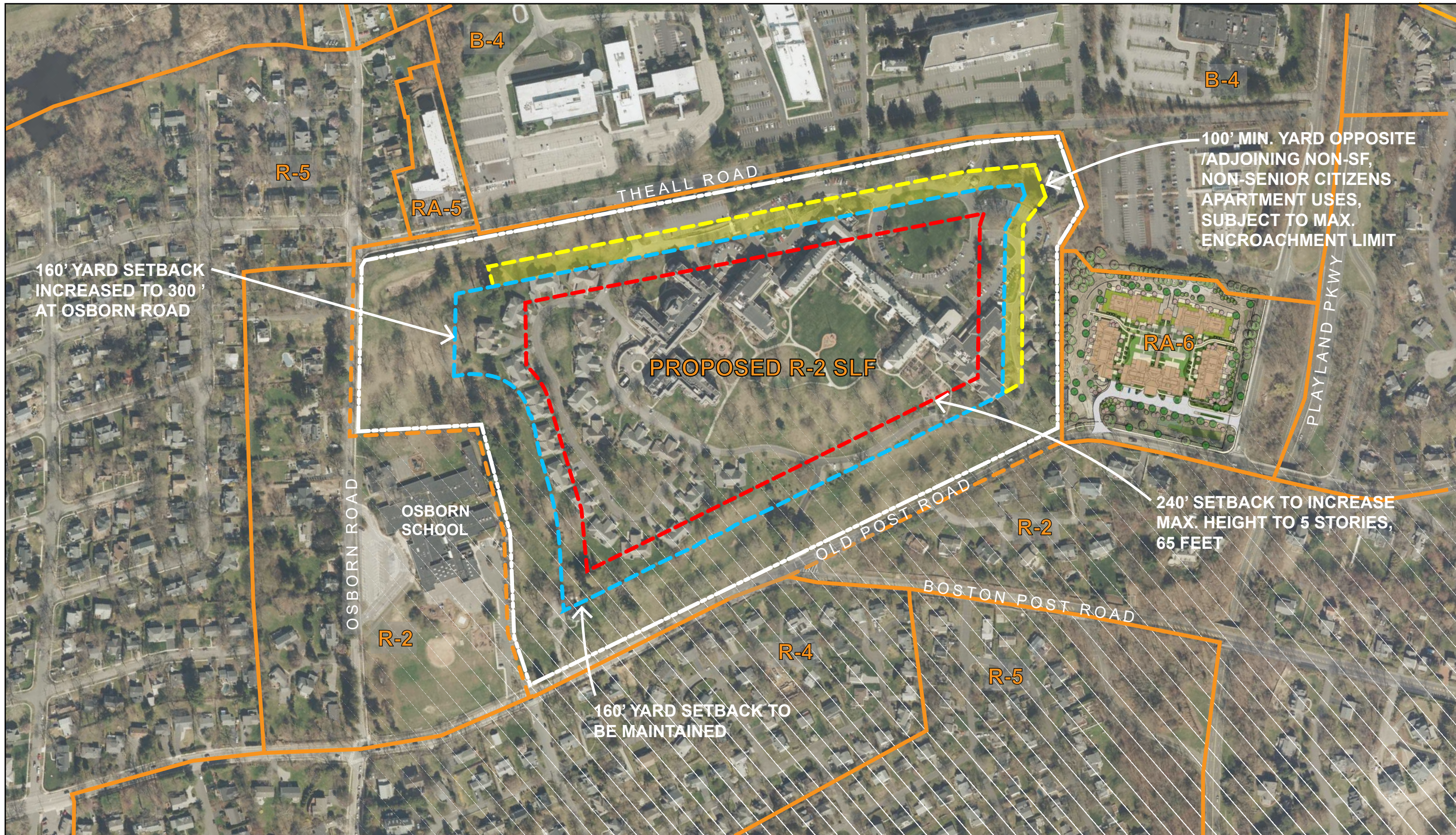
**Comparative Zoning Table**

Zoning Standard	The Osborn - Existing Conditions	1993 Declaration	R-2 District	RA-6 District (St. Regis Residences)	Proposed Local Law (Nov. 2018)	Proposed Local Law (rev. Mar. 2020)	Proposed Local Law (rev. Feb. 2021)
Max FAR	0.26	0.3	0.2	0.75	0.5	0.45	0.45
Min. Lot Size	55.79 ac 2,430,182 sf	50 ac	.5 ac / family	2,500 sf / family	50 ac	50 ac	50 ac
Min. Yards (ft)						(f)	(j)
Front	174 (a)	160	35	150 (d)	150 (c)	160 (g, h)	160 (k, l)
One side	161 (b)	160	15	50	50	160 (g, h)	160 (k, l)
Two sides		-	40	100			
Rear	161 (c)	160	40	50	50	160 (g, h)	160 (k, l)
Max. Height							
Stories	5	5	2.5	4	5	4 / 5 (i)	4 / 5 (m)
Feet	64	75	32	45	60	60 / 75 (i)	60 / 65 (m)
Max. Building Coverage	11.53%	15%	-	35%	20%	15%	15%
Max. Site Impervious Coverage	26.50%	30%	-	-	35%	35%	35%

**Notes**

- (a) Pre-1993 building - 120 feet
- (b) Pre-1993 building - 53 feet
- (c) Pre-1993 building - 120 feet
- (d) Per §197 Table A, note (k), "The required front yard setback can be reduced to no less than 100 feet, provided that the maximum permitted area of the encroachment of the structure into this reduced setback shall be less than 15% of the total area between the front yard line and the standard 150' setback."
- (e) Proposed - Required front yard setbacks may be reduced to no less than 60 feet, provided that the maximum permitted area of the encroachment of the structure into this reduced setback shall be no more than 25% of the total area between the front yard line and the standard 150-foot setback. Notwithstanding the foregoing, for all new buildings and structures, a minimum setback of 150 feet shall be maintained from Old Boston Post Road.
- (f) Proposed - Where an R-2 Senior Living Facility adjoins or is located across the street from a single-family residence or school, the required yard shall be planted and maintained with appropriate landscaping so as to provide effective visual screening, shall contain no parking, storage or other program use, may contain stormwater management facilities, and shall be crossed only by sidewalks and access drives.
- (g) Proposed - Where an R-2 Senior Living Facility is located across a non-State, non-County, or non-federally-designated road from a one-family district, the minimum required setback from that road shall be 240 feet.
- (h) Proposed - Where an R-2 Senior Living Facility adjoins or is located across the street from other than a single-family residence or school, the required setback can be reduced to no less than 100 feet, provided that the maximum permitted area of the encroachment of the structure into this reduced setback shall be less than 30% of the total area between each yard line and the standard 160' setback.
- (i) Proposed - Where proposed buildings are set back a minimum of 240 feet from a boundary line and can be wholly located within an area of said setback that can contain a horizontal square with 200-foot sides, the permitted maximum height may be increased to 5 stories, 75 feet.
- (j) Proposed - Where an R-2 Senior Living Facility adjoins or is located across the street from a single-family residence or school, the required yard shall be planted and maintained with appropriate landscaping in keeping with the existing setting so as to provide effective visual screening and shall contain no permanent structures or storage. Such required yard may contain stormwater management facilities, sidewalks and other passive recreation features, and access drives.
- (k) Proposed - The minimum yard requirement from Osborn Road shall be 300 feet. The minimum required setback from Osborn Road for parking or non-access roadways shall be 240 feet.
- (l) Proposed - Where an R-2 Senior Living Facility adjoins or is located across the street from other than a single-family residence, senior apartment or school, the required yard setback can be reduced to no less than 100 feet, provided that the maximum permitted area of the encroachment of the structure into this reduced setback shall be less than 30% of the total area between each yard line and the standard 160' setback.
- (m) Proposed - Where proposed buildings are set back a minimum of 240 feet from a boundary line and can be wholly located within an area of said setback that can contain a horizontal square with 200-foot sides, the permitted maximum height may be increased to 5 stories, 65 feet.

# Schedule B - Zoning Setback Map



# Exhibit A - Illustrative Concept Plan





# Exhibit B - Planting Plan and Renderings

The Osborn  
Rye, New York

### **Concept Planting Plan and Views to Campus**

As stated in The Osborn's Zoning Petition, since its founding over 100 years ago "trees have always been integral elements of the Osborn campus plan." In coordination with its architect's Illustrative Site Diagram included at Tab 2, The Osborn commissioned landscape architect Towers Golde to prepare a concept plan for perimeter tree plantings to augment the existing trees at the south end of its campus. These trees would be a mix of deciduous and evergreen species, consistent with and complementary to the existing Osborn trees that help to create its parklike setting. See Figure 1-1, *Campus Perimeter Concept Planting Plan – South*.

In response to the City Council's request, Towers Golde also prepared a series of views to the Osborn campus from five viewpoints along the south perimeter, including three views along Osborn Road and one each along Boston Post Road and Theall Road. See Viewpoints A through E as marked on Figure 1-1. Two existing photos and two illustrative visual simulations are provided for each viewpoint:

- Existing Conditions – Summer
- Illustrative Simulation – Summer
- Existing Conditions – Winter
- Illustrative Simulation - Winter

The Illustrative Simulations include the supplemental perimeter tree plantings from the Towers Golde concept plan and the potential building locations and heights from the Illustrative Site Diagram as may be seen from the five viewpoints. See Figures 1-2 through 1-21.

Future site plan applications for new Osborn improvements would include detailed site plans, landscape plans, and building plans and elevations as required by the Rye Planning Commission. Illustrative simulations would also be prepared to depict the then-proposed plantings and buildings from appropriate viewpoints.



Campus Perimeter Concept Planting Plan – South

THE OSBORN - RYE, NEW YORK

DATE: MARCH 7, 2022















**TOWERS | GOLDE**  
85 Willow Street  
New Haven, Connecticut 06511  
203 773 1153  
[www.towersgolde.com](http://www.towersgolde.com)

**VIEW B - ILLUSTRATIVE SIMULATION : SUMMER**  
THE OSBORN - RYE, NEW YORK

MARCH 7, 2022



























**TOWERS | GOLDE**  
85 Willow Street  
New Haven, Connecticut 06511  
203 773 1153  
www.towersgolde.com

**VIEW E - ILLUSTRATIVE SIMULATION : SUMMER**  
THE OSBORN - RYE, NEW YORK

MARCH 7, 2022





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New Haven, Connecticut 06511  
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**VIEW E - ILLUSTRATIVE SIMULATION: WINTER**  
THE OSBORN - RYE, NEW YORK

MARCH 7, 2022

# Exhibit C - Property Value Analysis



The Osborn  
Rye, New York

**Proposed Osborn Zoning Amendments and Residential Property Values**

The Rye City Council has requested that The Osborn provide information related to its proposed zoning amendment's potential effect on nearby residential property values in response to concerns voiced by residents during public hearings. As detailed in its March 2020 Zoning Petition ("Zoning Petition"), The Osborn believes that both its landscaped campus and the community-oriented activities and outreach it has engaged in since its founding in 1908 have had and continue to have beneficial effects on the surrounding neighborhood and the City of Rye. To address the City Council's request, however, we offer the following analysis of nearby residential property sales prices recorded over the past 37 years.

As also described in the Zoning Petition, in 1991 The Osborn began a comprehensive planning process to renovate and construct buildings on its campus to create a sustainable senior living community with independent and assisted living opportunities and skilled nursing services. After securing the required approvals from the City of Rye, The Osborn's Pathway 2000 program was constructed in a series of phased projects from 1994 through 2002. The new Pathway 2000 improvements included 20 duplex garden homes, three multistory apartment buildings, resident common areas, a skilled nursing facility and supporting site infrastructure.

Through the on-line portal for the Westchester County Clerk (<https://wro.westchesterclerk.com/>), we compiled the deeds for the 92 transfers for consideration that were recorded between 1984 and 2021 for 44 residential properties located proximate to The Osborn campus. See Fig. No. 1, Map of Nearby Residential Properties, showing the subject properties. As of 1984 in the Rye area, the Westchester County Recording and Endorsement Page recorded with each deed included the reported consideration paid or sales price.

Sales prices recorded by year for each of the subject properties are shown in Attachment A. Corresponding endorsement pages are provided in Attachment B. As all properties within the study area are different, and house attributes on individual properties may change over time, we have not sought to analyze the sales data for individual properties or individual years. We have instead aggregated the compiled data into two graphs:

- Osborn-Proximate Single-Family Homes - Recorded Sales Prices by Year (Fig. No. 2)
  - A colored vertical line indicates the reported sale price of each property for which a transfer for consideration was recorded from 1984 to 2021.
  - The number of transfers per year varied from zero to five during that period.
  - Properties for which no transfers for consideration occurred during the study period (of which there were six) do not appear on this graph.
  - The Osborn Pathway 2000 construction period is noted as occurring between 1994 and 2002.
  - Recorded sales prices ranged from an average of approximately \$251,000 in 1984 (three transfers) to approximately \$1,945,000 in 2021 (two transfers).
  
- Osborn-Proximate Single-Family Homes – Changes in Reported Sales Price By Property Over Time (Fig. No. 3)
  - A colored dot represents the reported sales price for each property for which a transfer for consideration was recorded from 1984 to 2021.
  - Where more than one transfer for consideration was recorded for a property, a line of the same color connects that property's dots.
  - Properties for which no transfers for consideration occurred during the study period (of which there were six) do not appear on this graph.
  - The Osborn Pathway 2000 construction period is noted as occurring between 1994 and 2002.
  - Of the approximately 54 paired recorded transfers for consideration for individual properties (a sale followed by a subsequent sale) during the study period, only two show a lower sales price for the second sale, and only one of those overlaps the Pathway 2000 period.

We believe that both graphs show a generally upward movement in sales prices for residential properties proximate to The Osborn between 1984 and 2021. This increase in prices may well be due to a combination of factors, including individual property improvements, the Rye community, and the single-family real estate market over time. It does not appear from the graphs, however, that the construction or subsequent occupancy of The Osborn's Pathway 2000 buildings beginning in 1994 has had an ascribable effect on that generally upward movement of nearby residential sales prices.

Under the 1993 Declaration of Covenants and Restrictions<sup>1</sup>, The Osborn's 55.79-acre site is subject to a maximum floor area ratio ("FAR") of 0.30, which would currently allow for the construction of approximately 97,000 square feet of new buildings. Buildings are limited to a height of five stories or

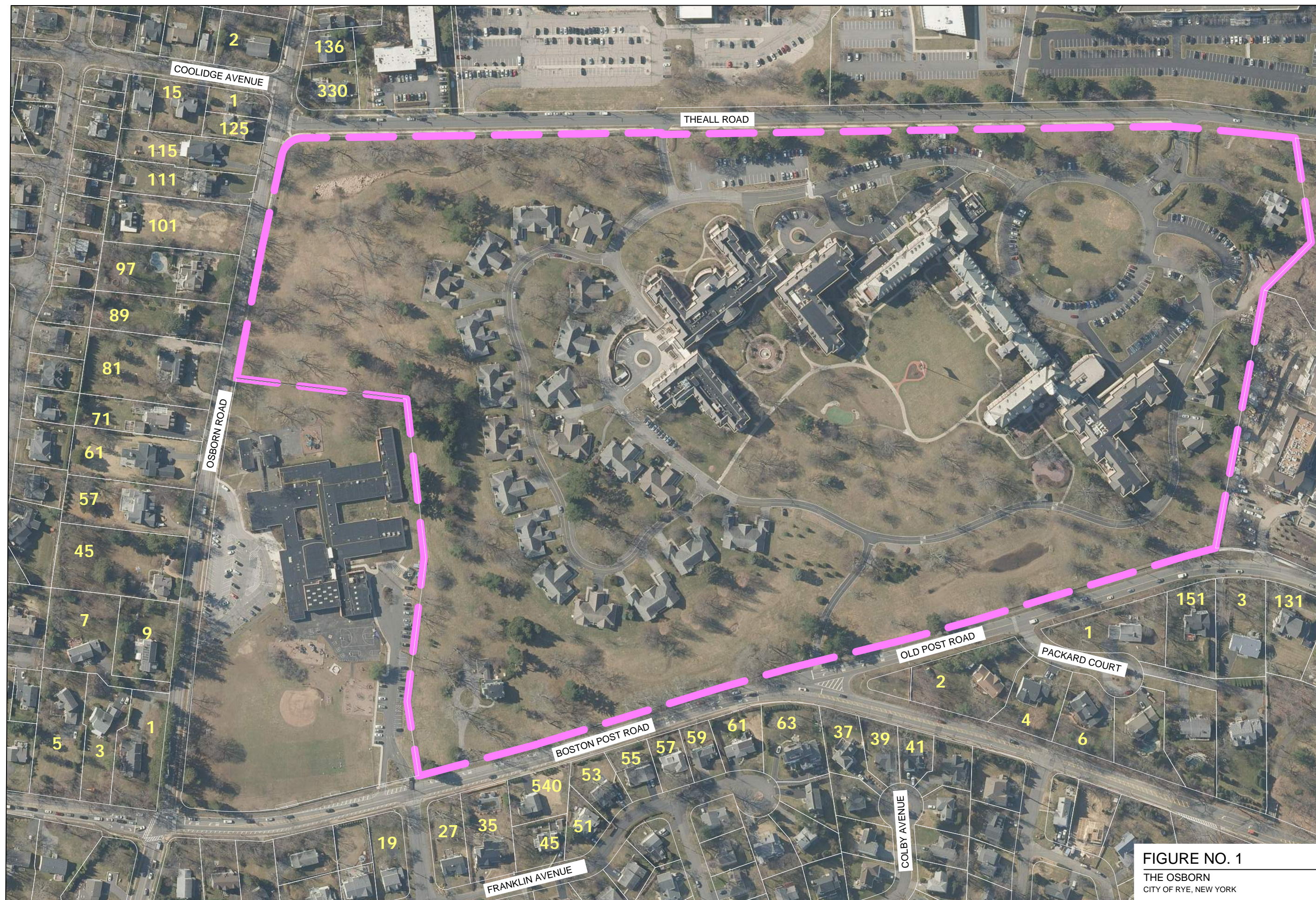
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<sup>1</sup> See Osborn Zoning Petition section V.1.B.

seventy-five (75) feet and may be located no closer than 160 feet of its boundaries, which extend along Boston Post Road, Osborn Road and Theall Road. All new Osborn building and site improvements would be required to obtain site plan approval from the Rye Planning Commission.

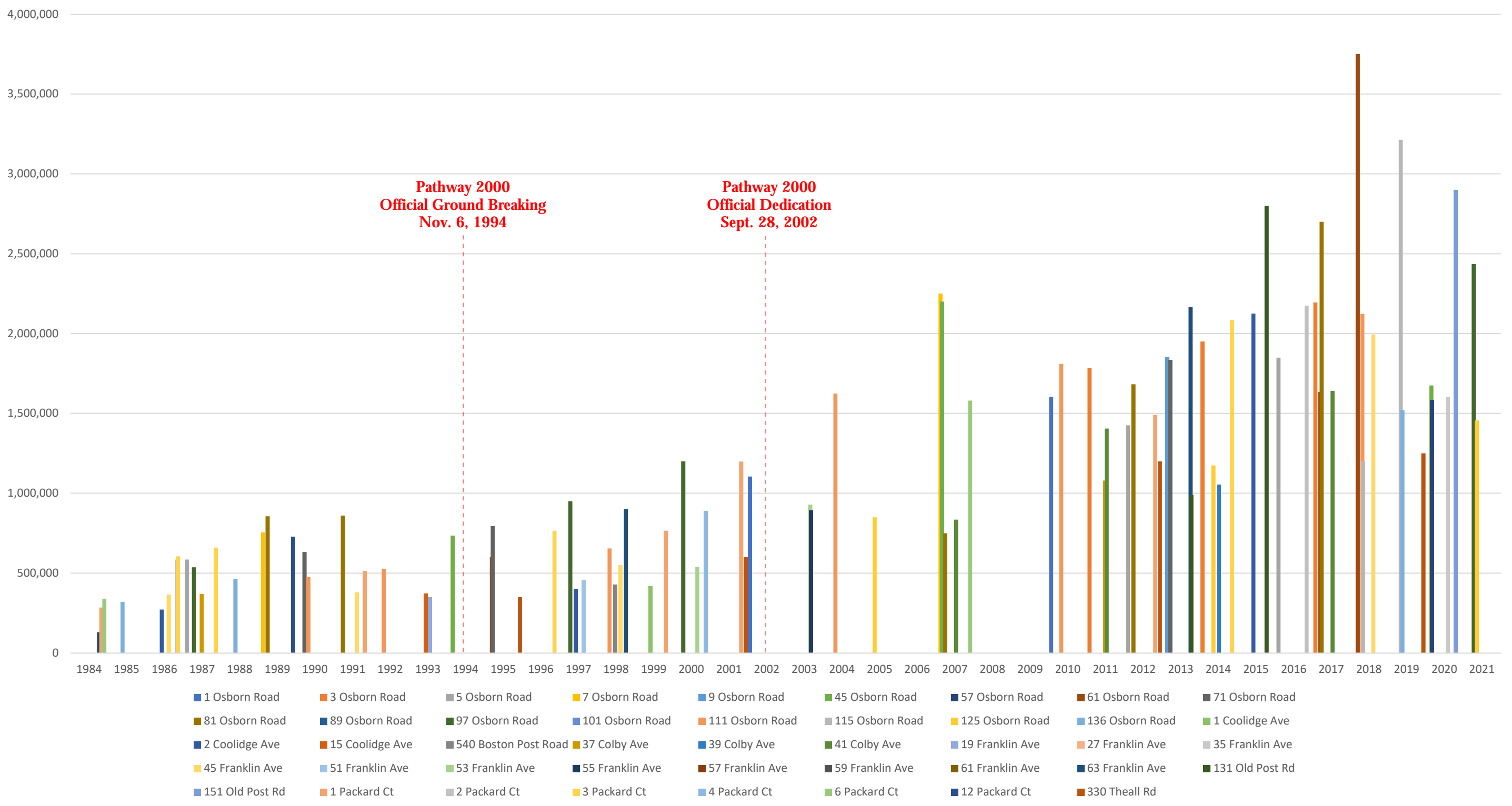
Per its proposed Zoning Petition to the City Council, The Osborn seeks to increase its permitted FAR to 0.45 in combination with increasing minimum building setbacks, reducing permitted building heights along the site perimeter, and specifying requirements for perimeter landscape plantings among other “R-2 Senior Living Facilities” zoning provisions. These provisions, proposed to provide greater physical and visual separation between new Osborn buildings and neighboring properties than the 1993 Declaration required, have undergone numerous revisions since February 2019 with input from the City Council, the Planning Commission, and the public.

Potential locations for future Osborn buildings and site improvements are shown on the Illustrative Site Diagram. All future improvements will be documented in detail, submitted for Planning Commission site plan review, and constructed in phases to become integrated components of The Osborn and the surrounding community, as were the buildings, landscaping and sitework comprising the earlier Pathway 2000 improvements. Based on the foregoing analysis and The Osborn’s ongoing commitments to its residents, neighbors and the City of Rye, we do not anticipate any significant effects on sales prices for surrounding residential properties from The Osborn’s proposed zoning amendments or future improvements that would be constructed under those zoning provisions.



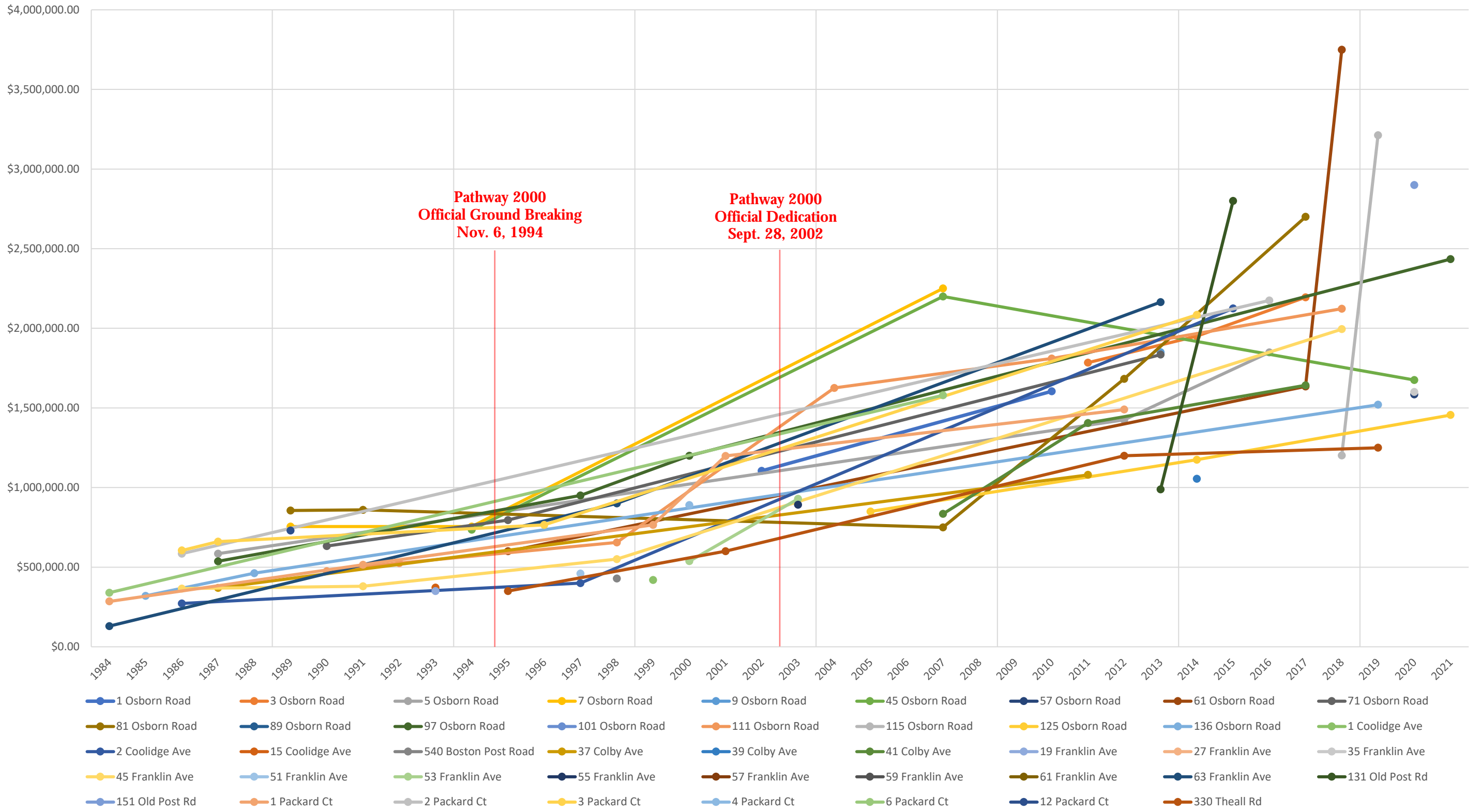
**FIGURE NO. 1**  
THE OSBORN  
CITY OF RYE, NEW YORK

## Osborn- Proximate Single Family Homes- Recorded Sales Prices by Year Westchester County Land Records



**Figure No. 2**

## Osborn- Proximate Single Family Homes - Change in Recorded Sales Prices by Property Over Time Westchester County Land Records

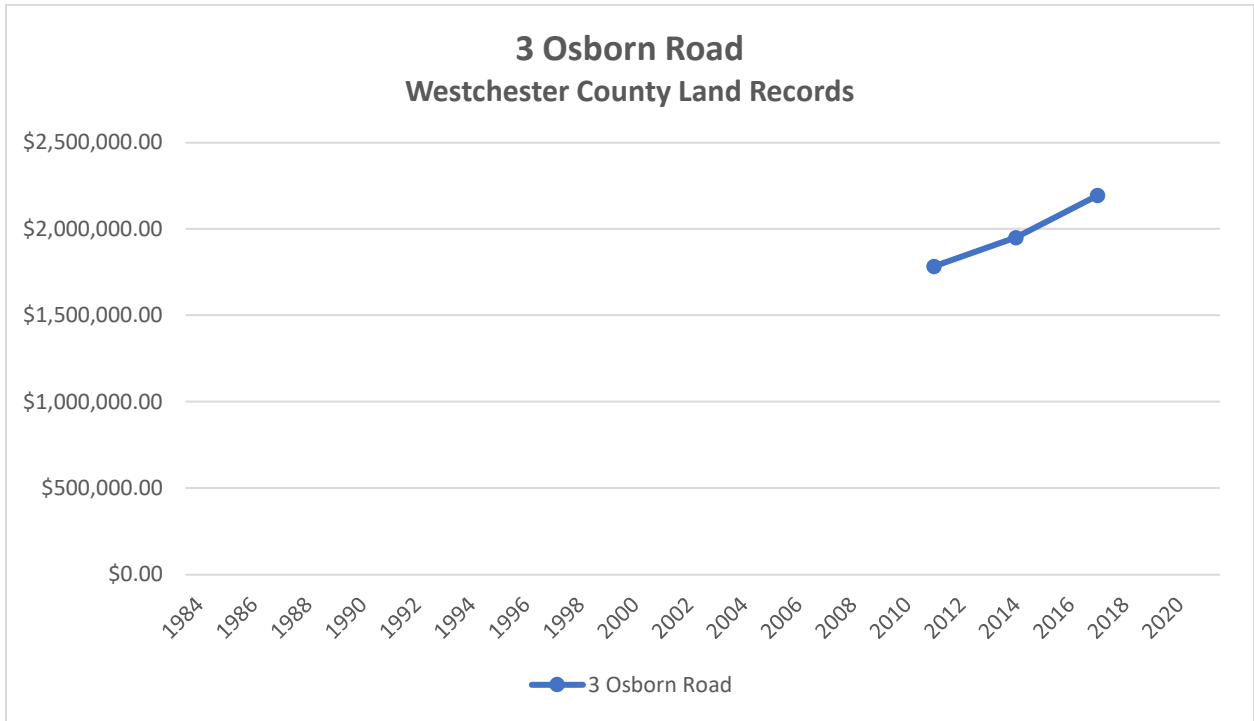
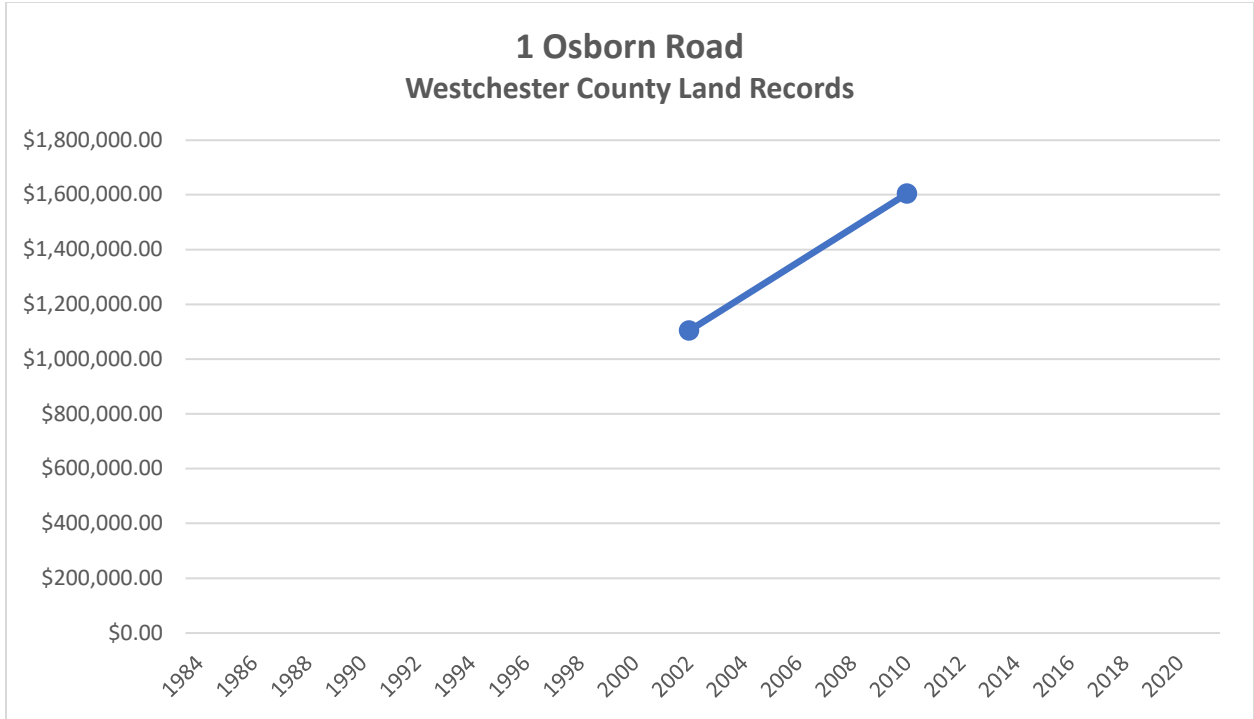


**Figure No. 3**

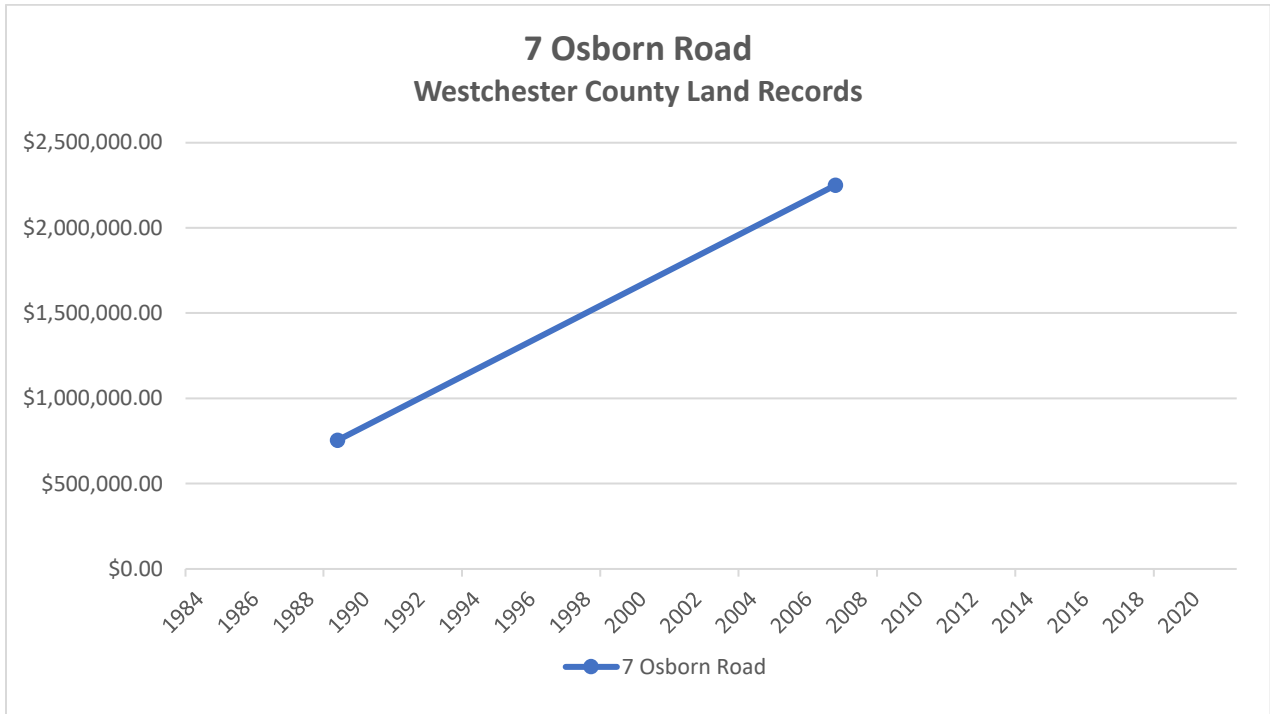
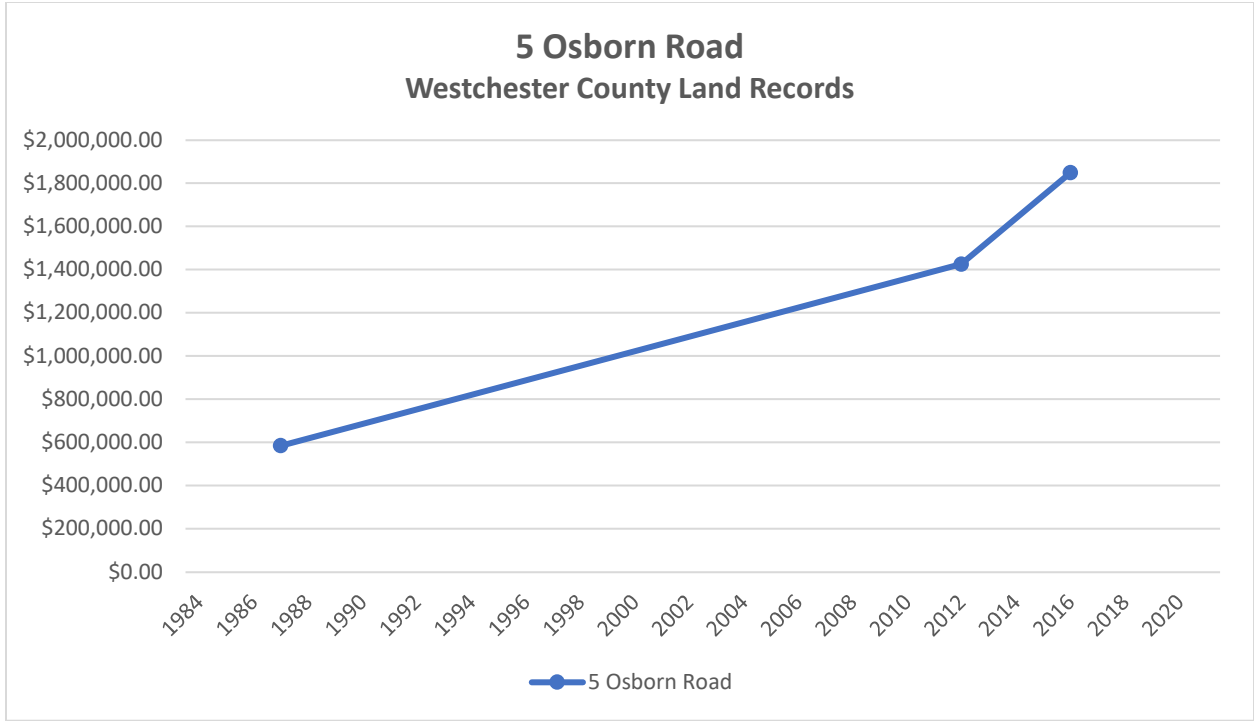
The Osborn  
Rye, New York

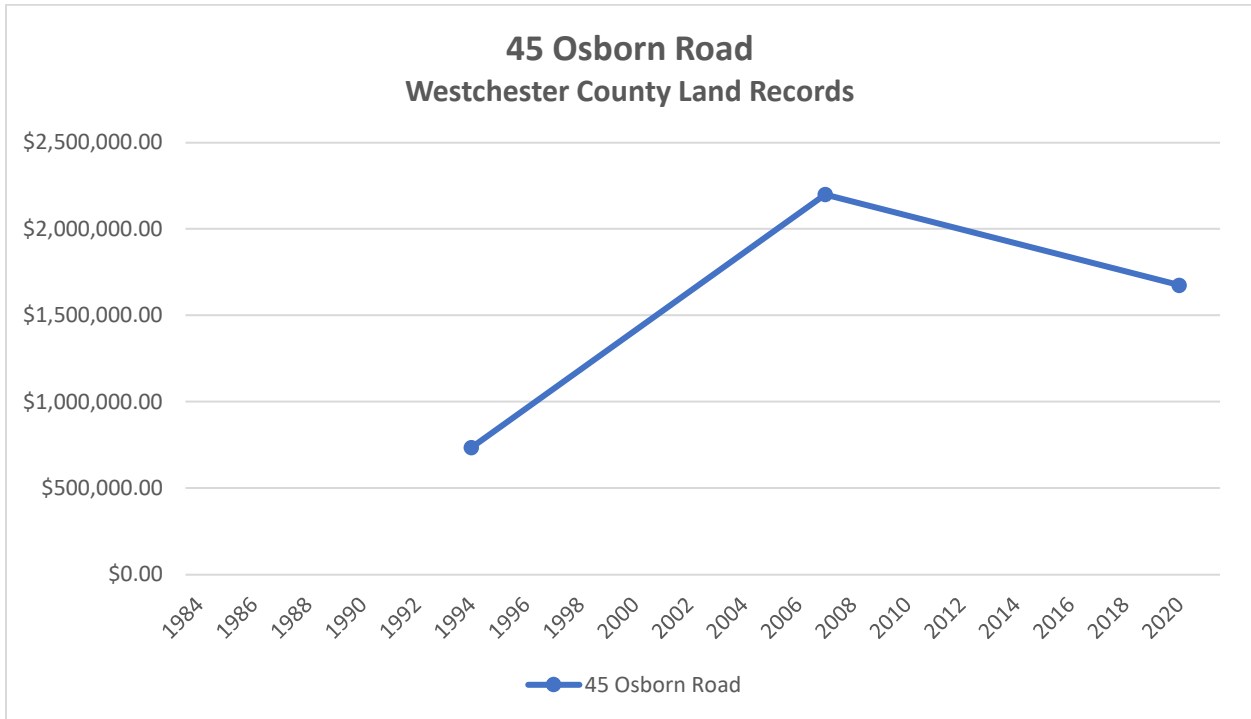
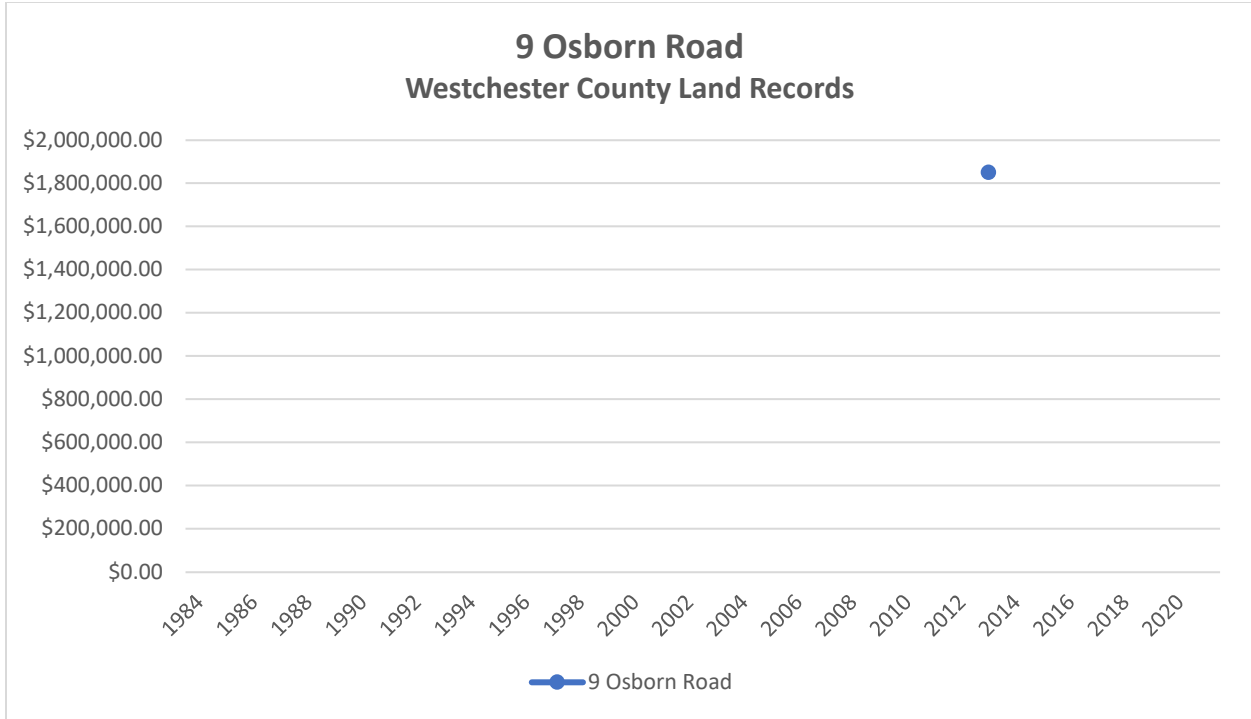
**Proposed Osborn Zoning Amendments and Residential Property Values**

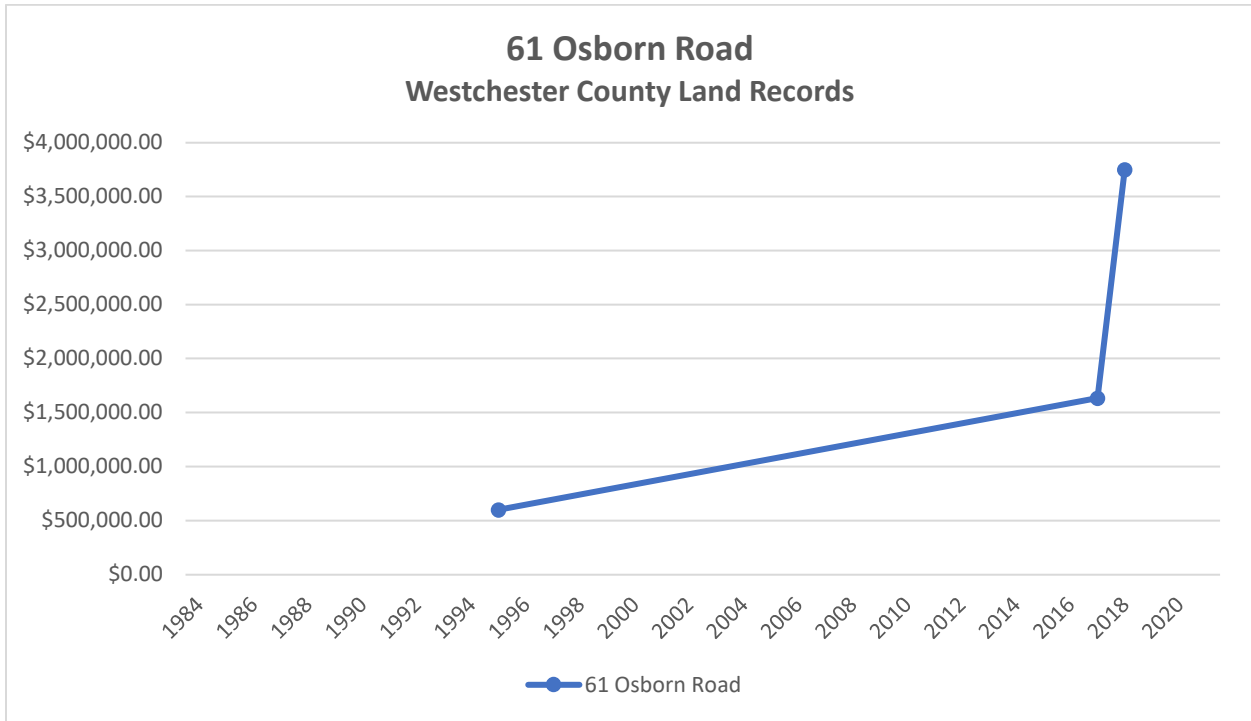
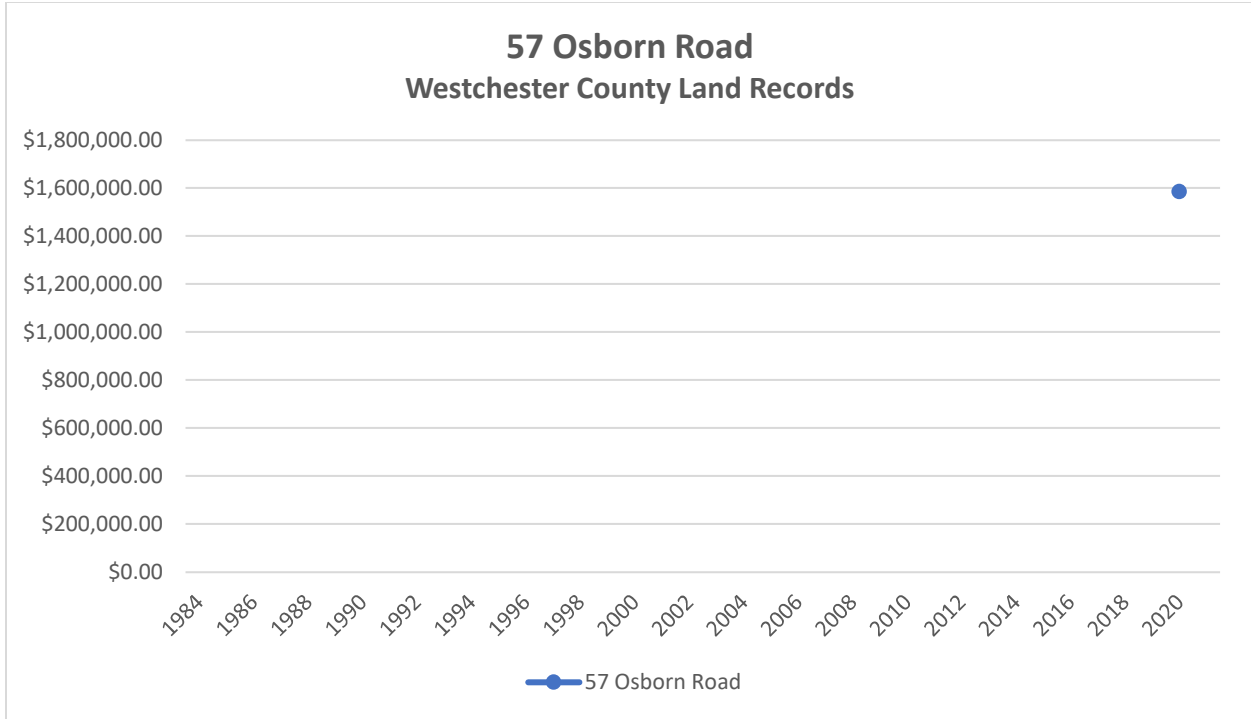
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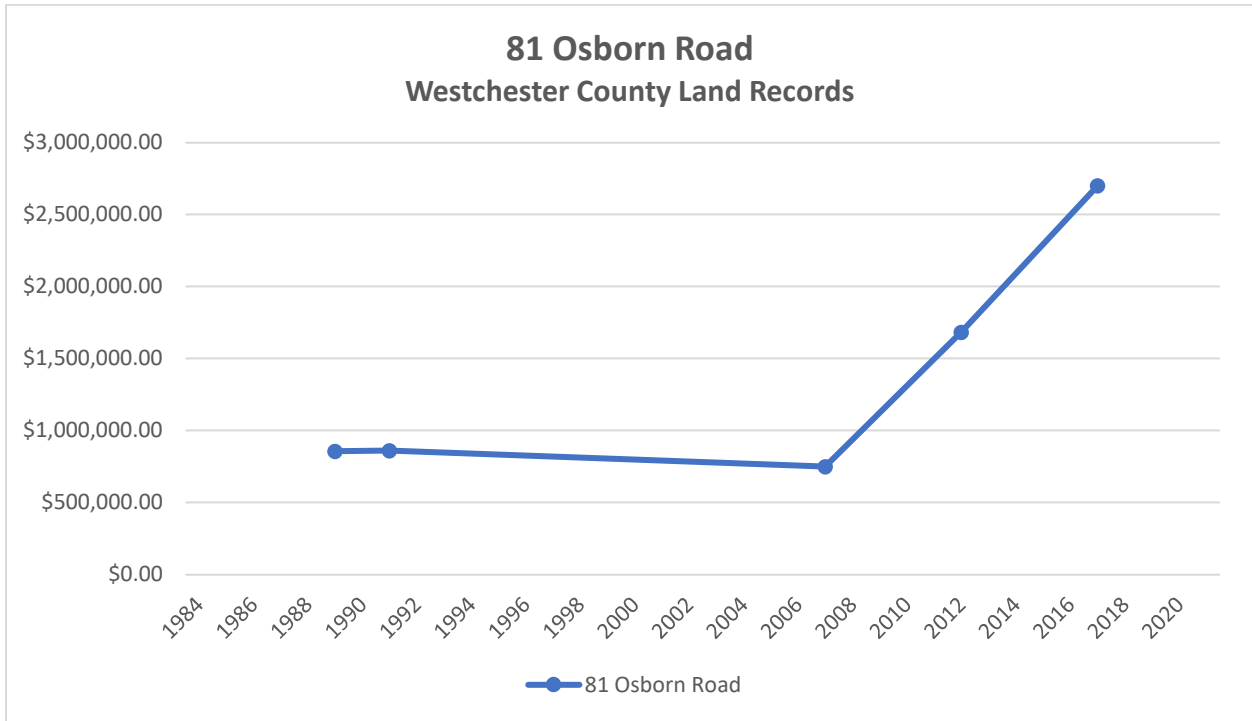
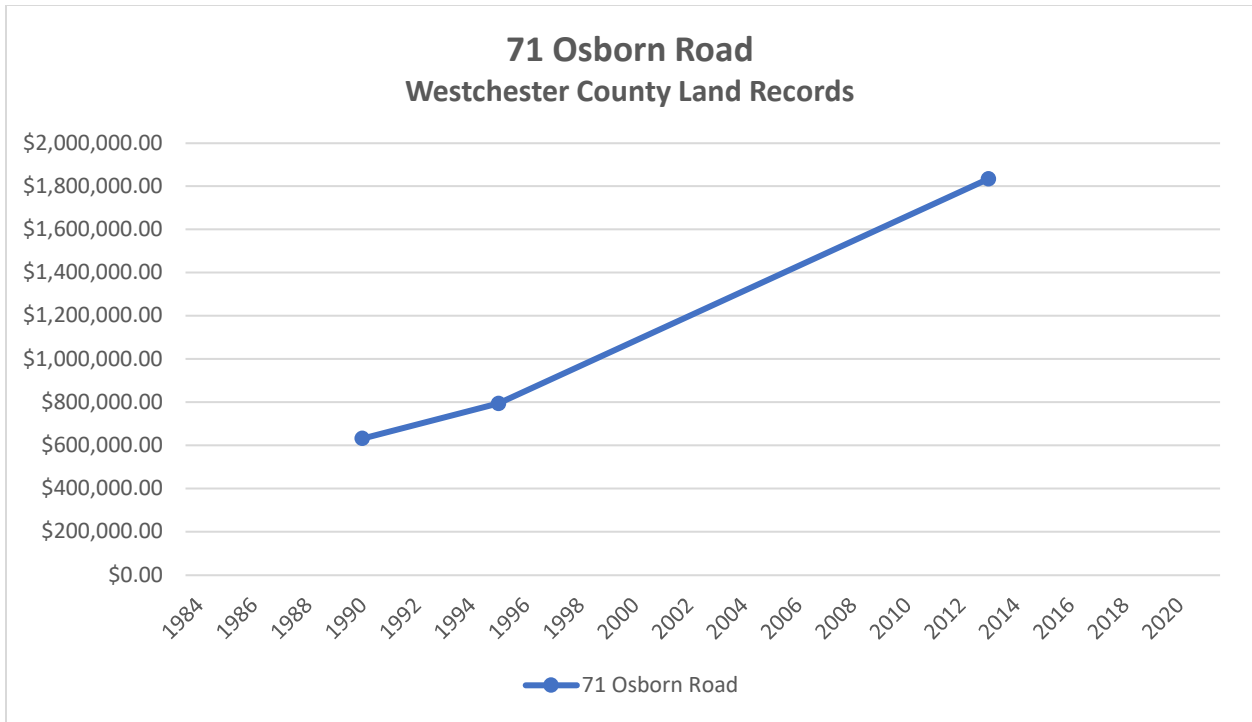


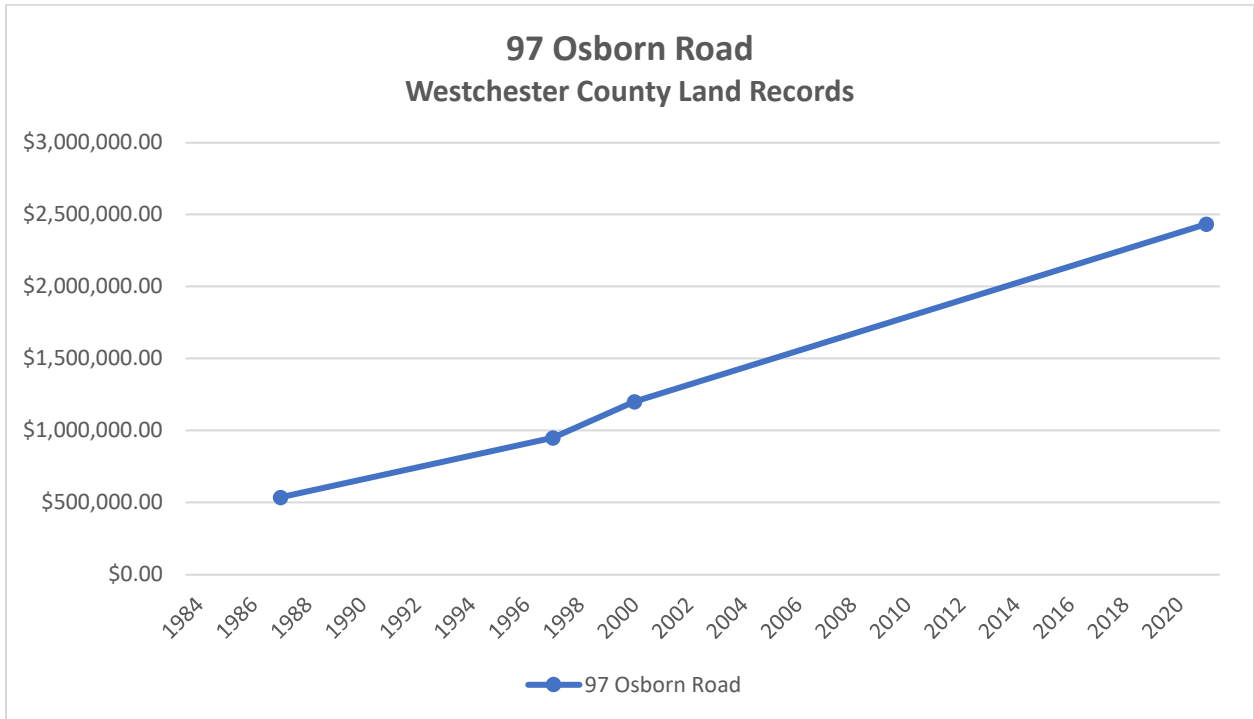
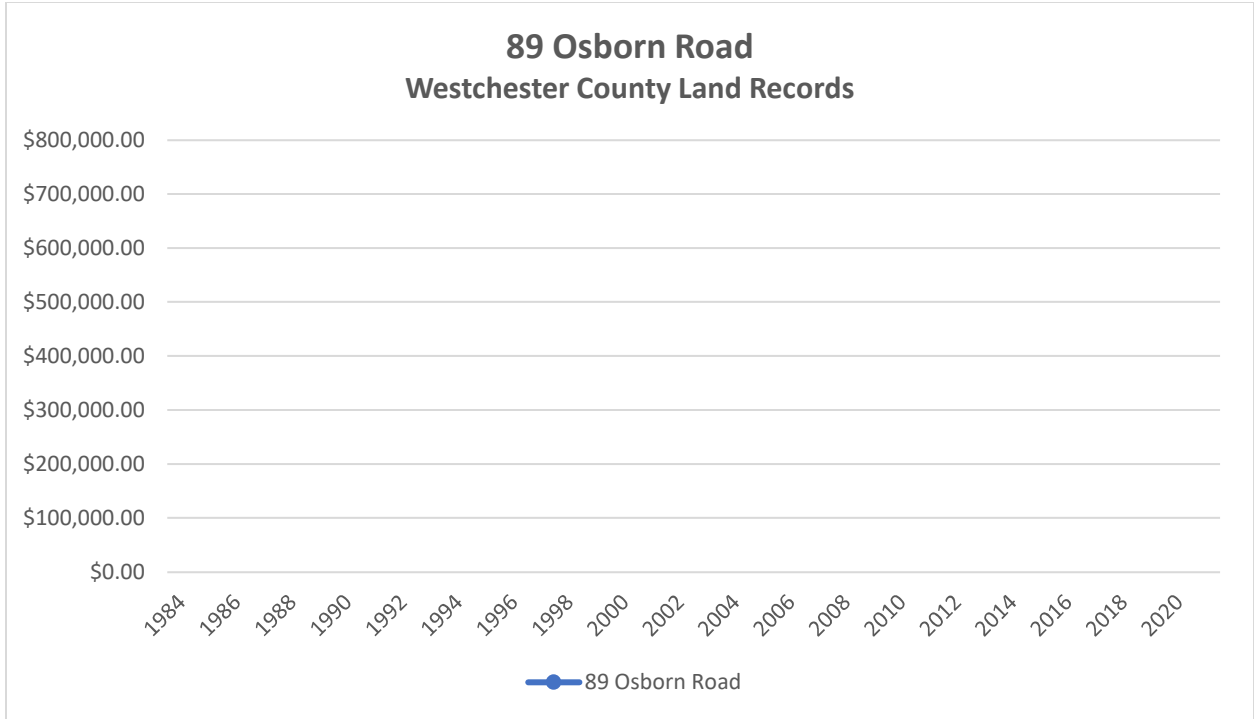


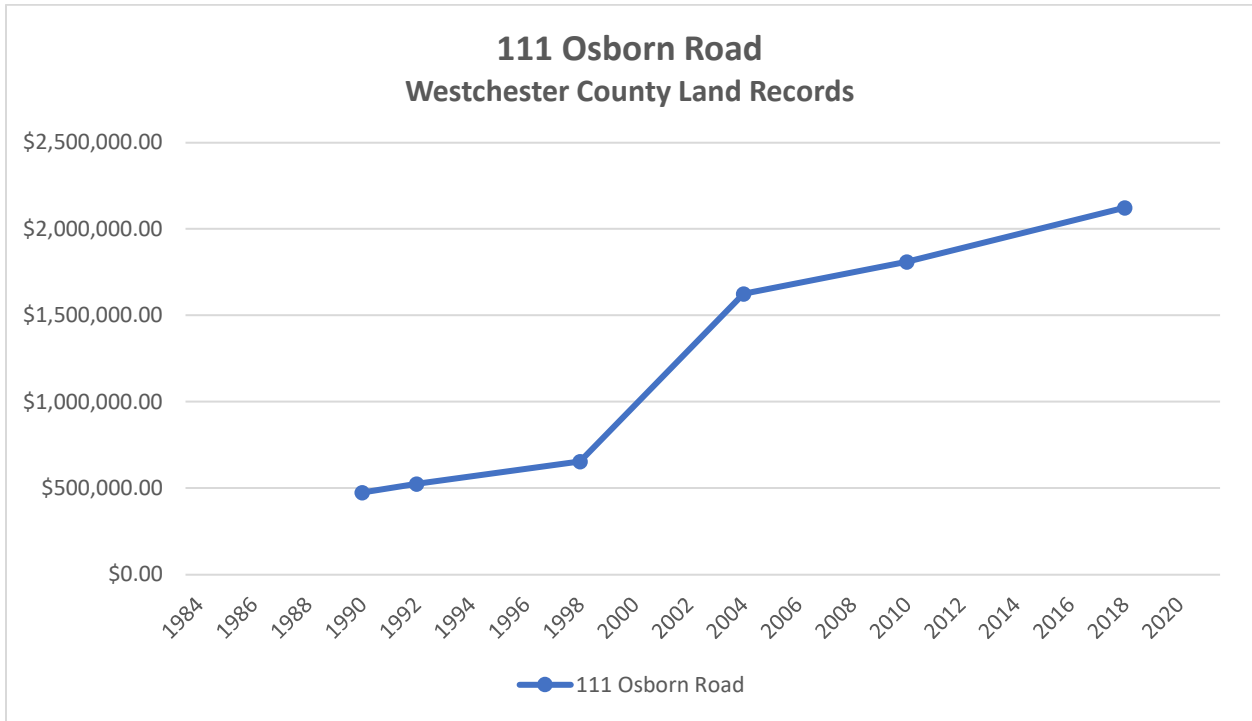
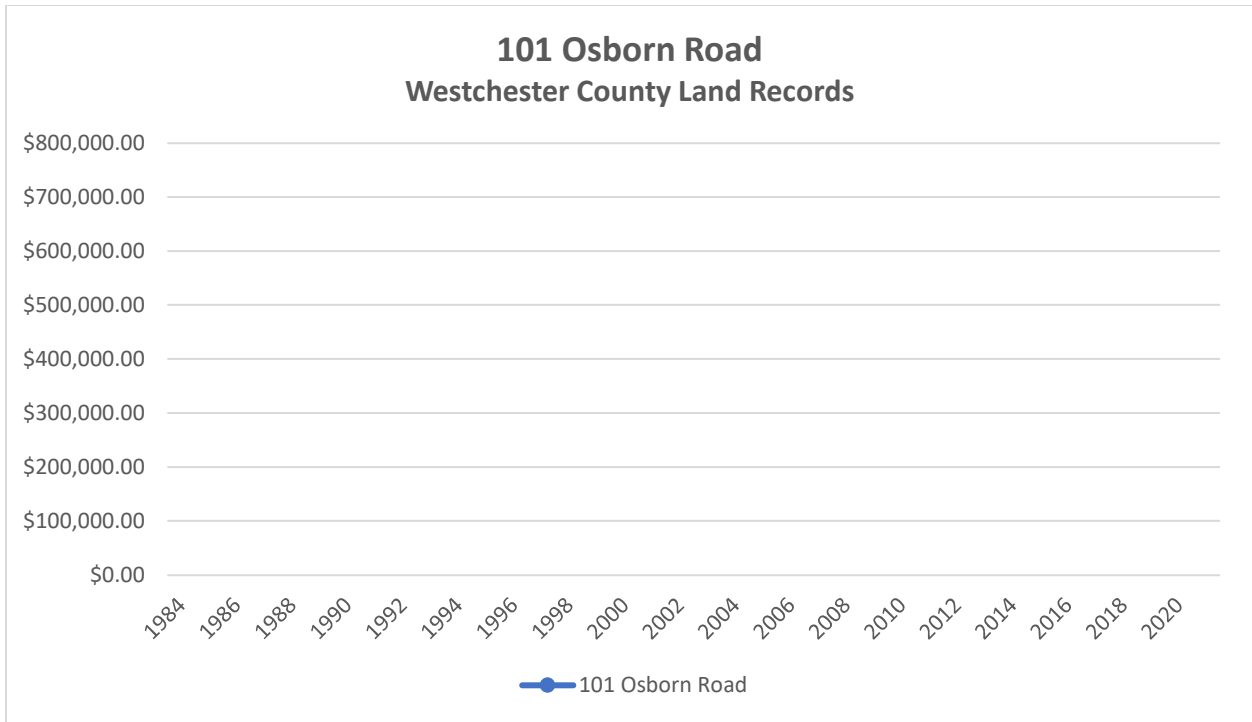


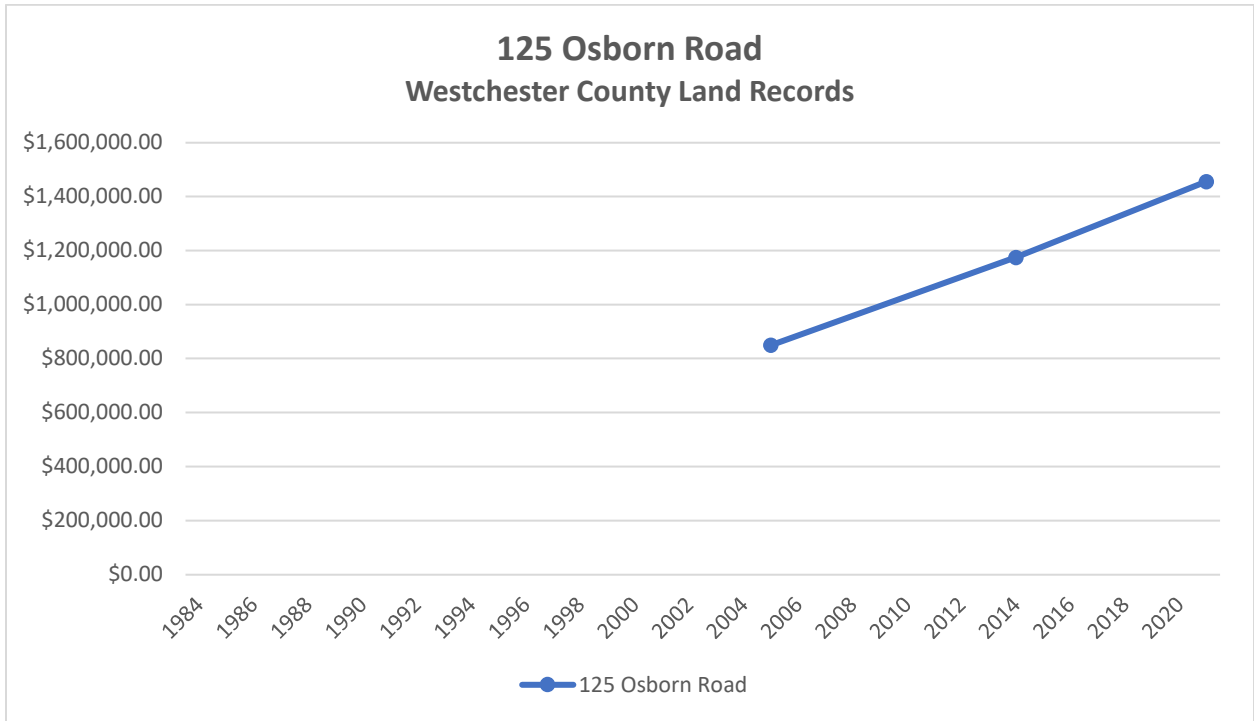
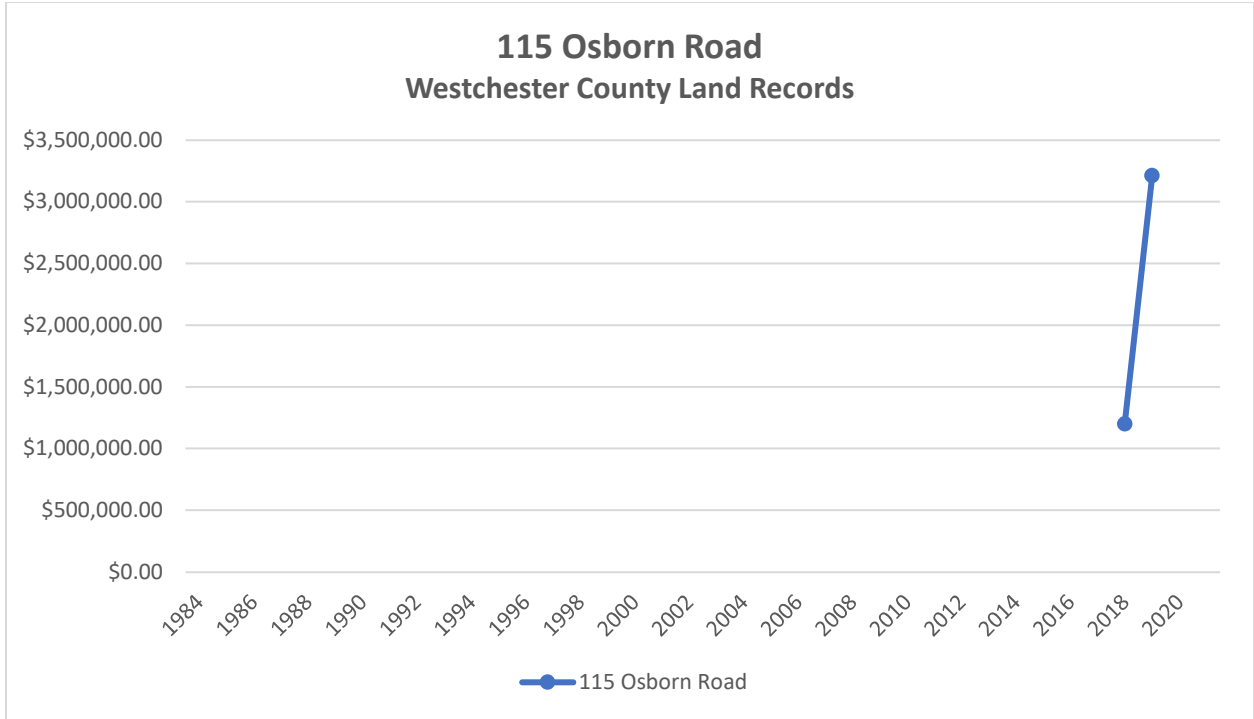


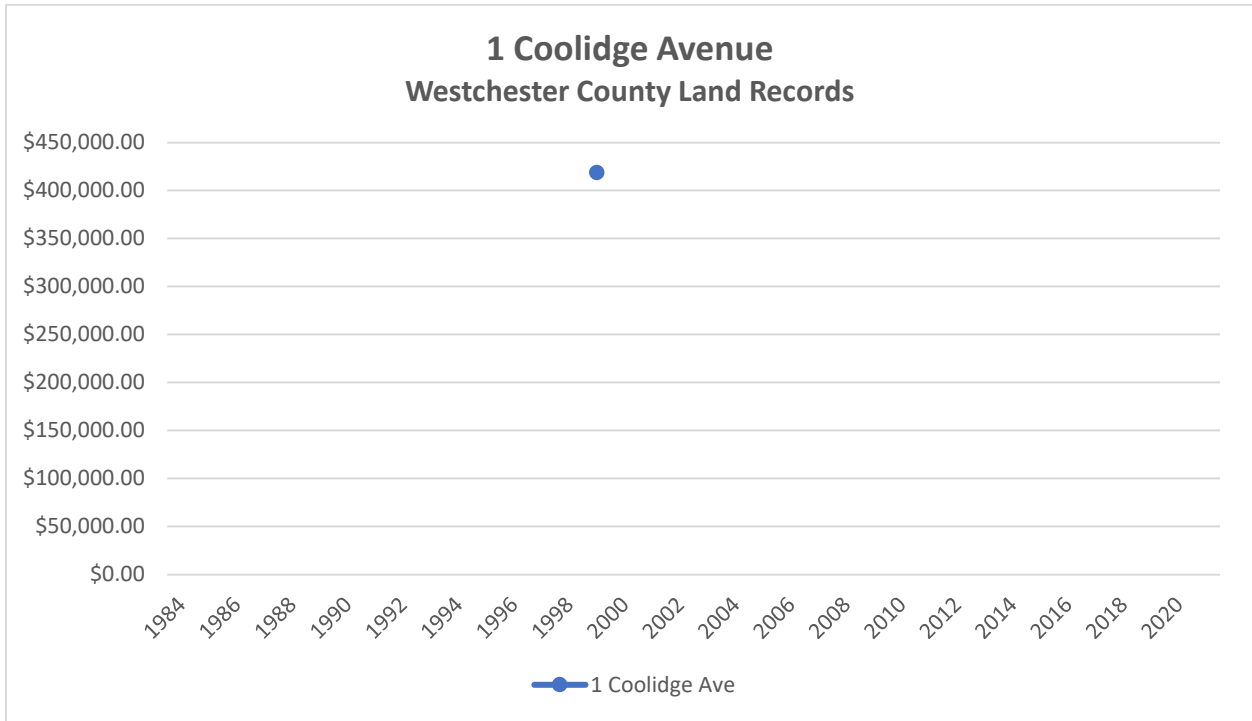
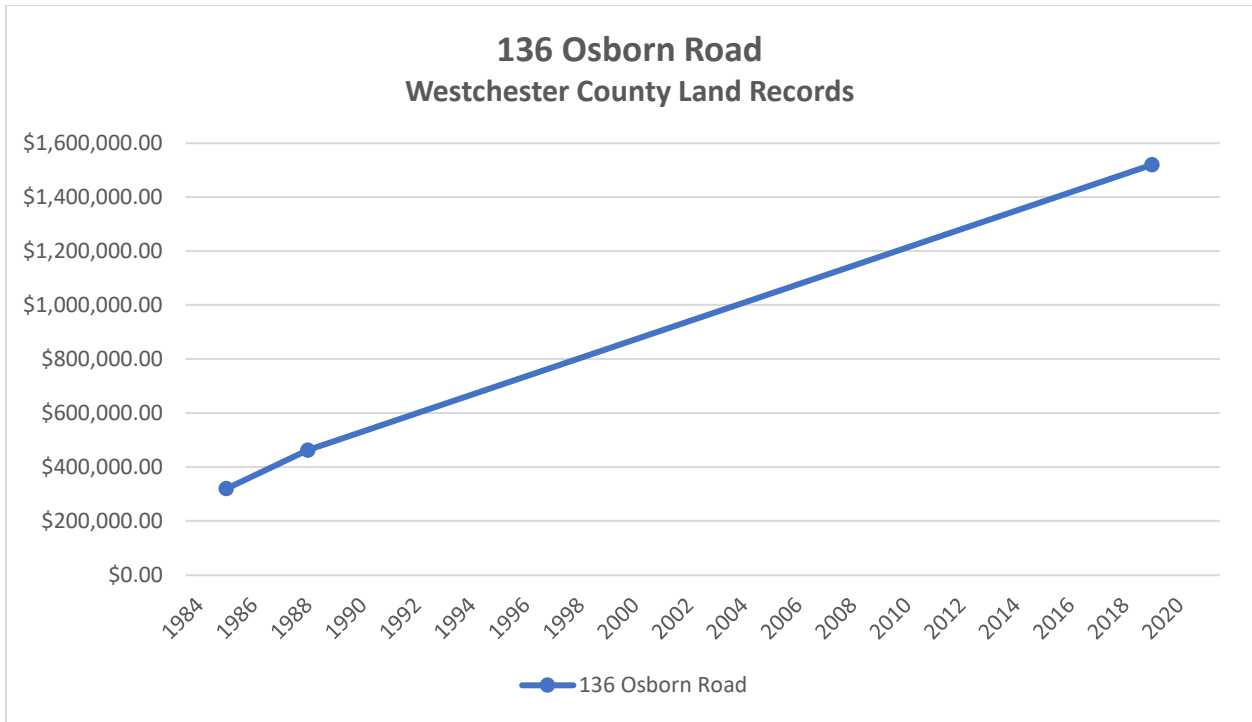




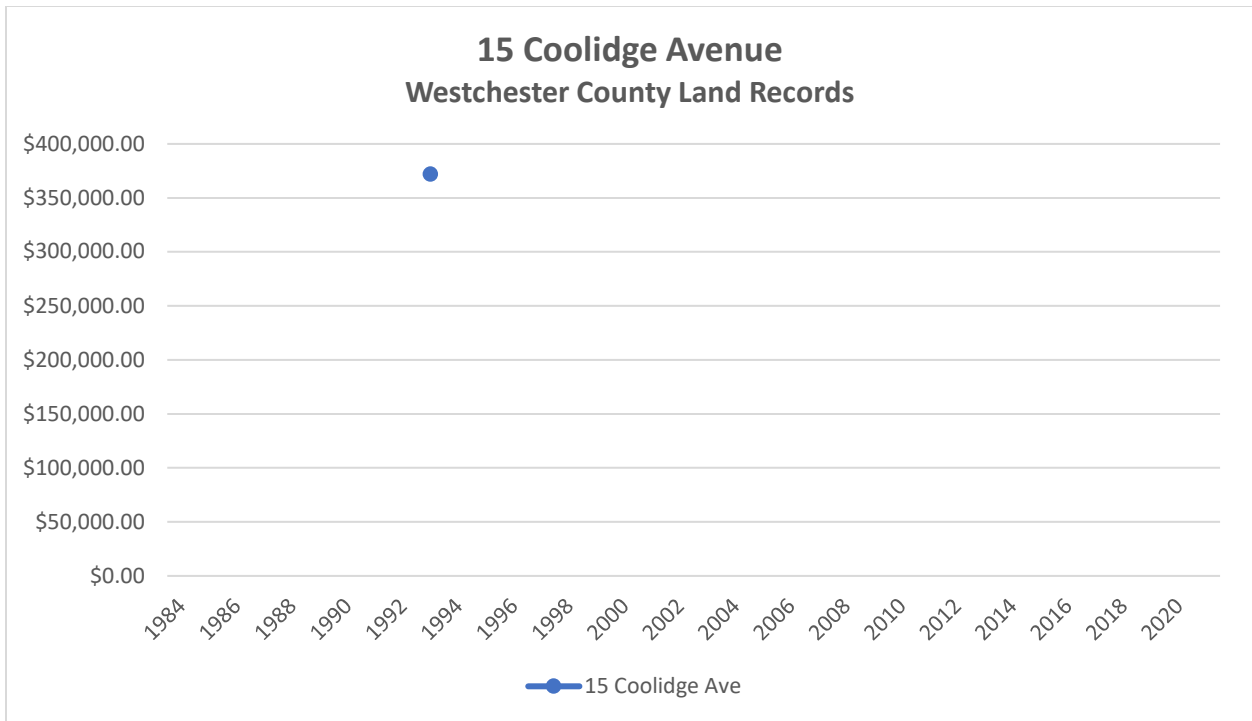
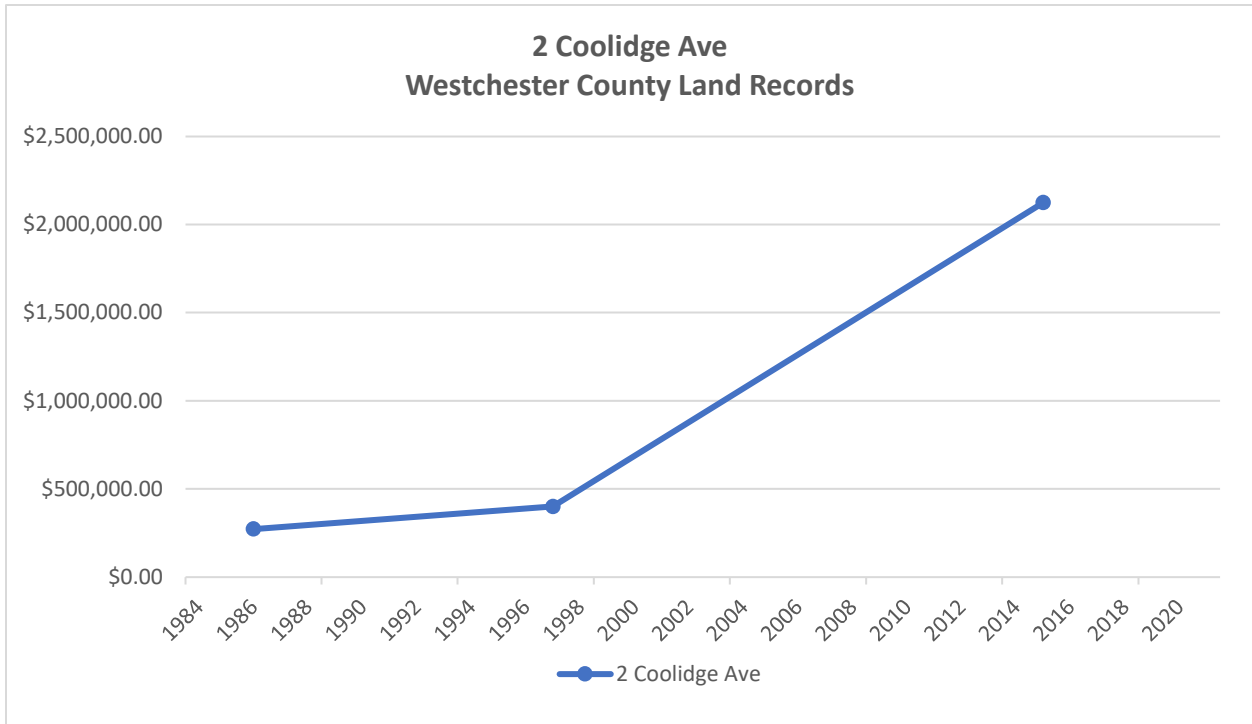


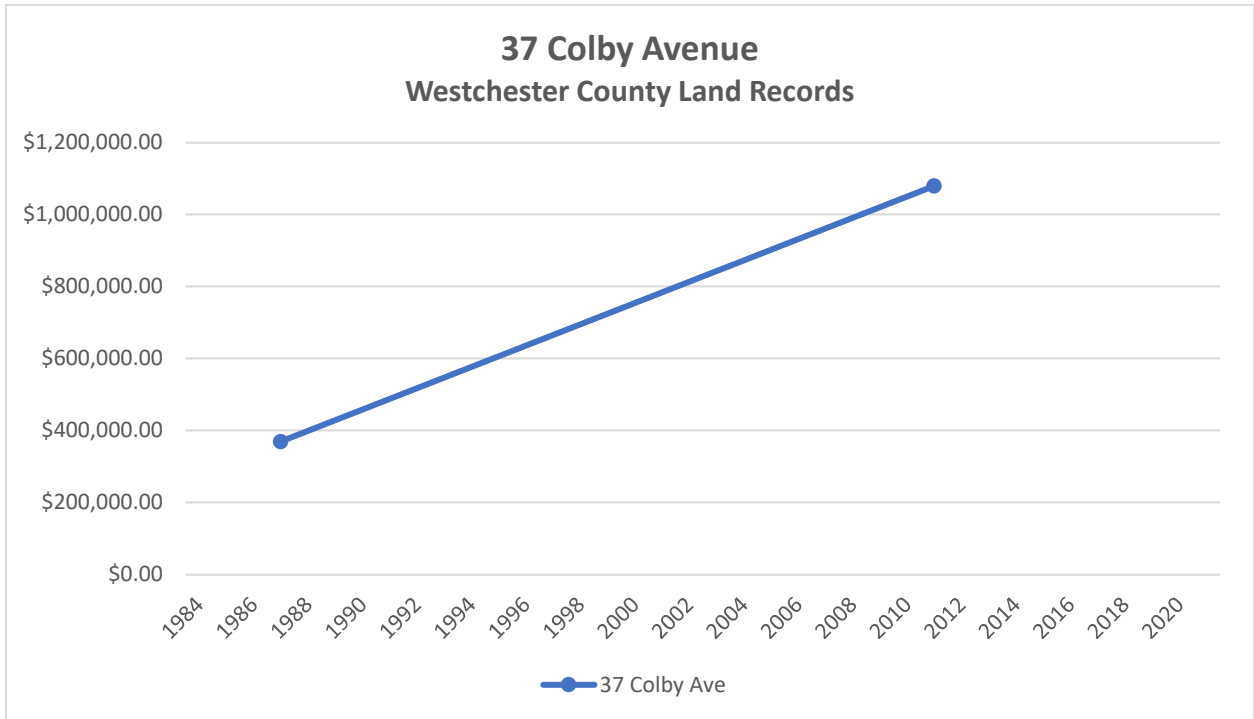
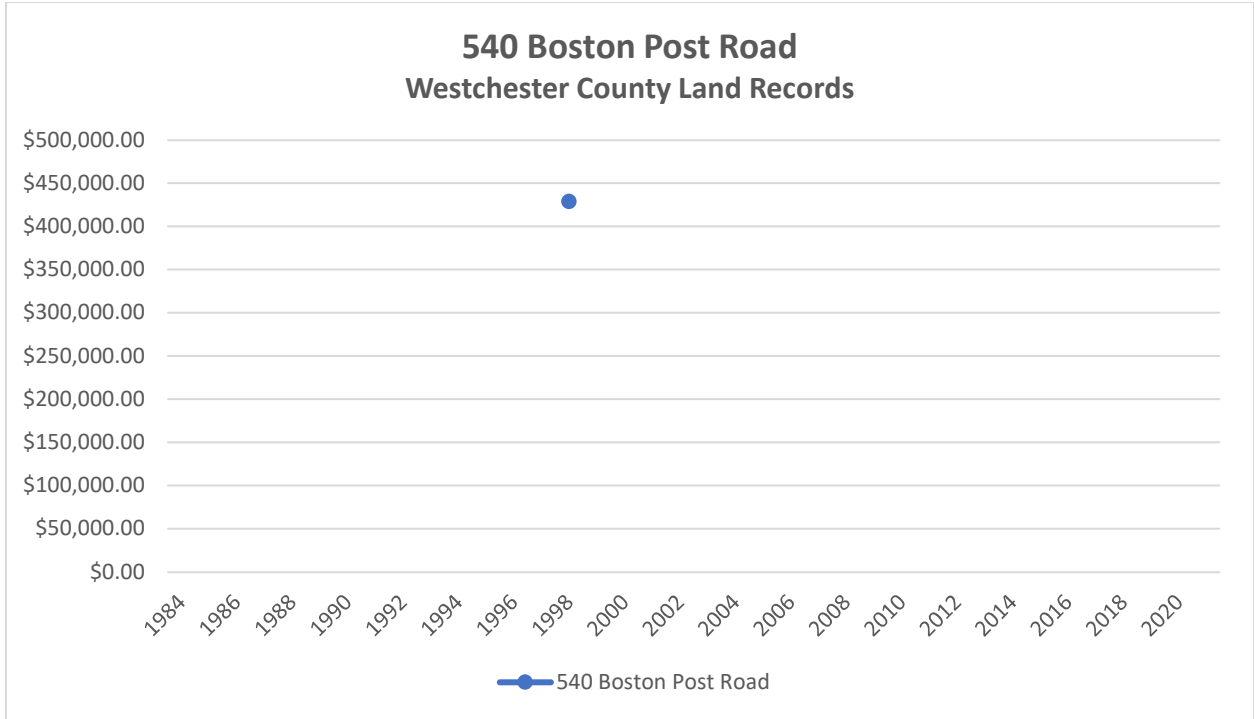


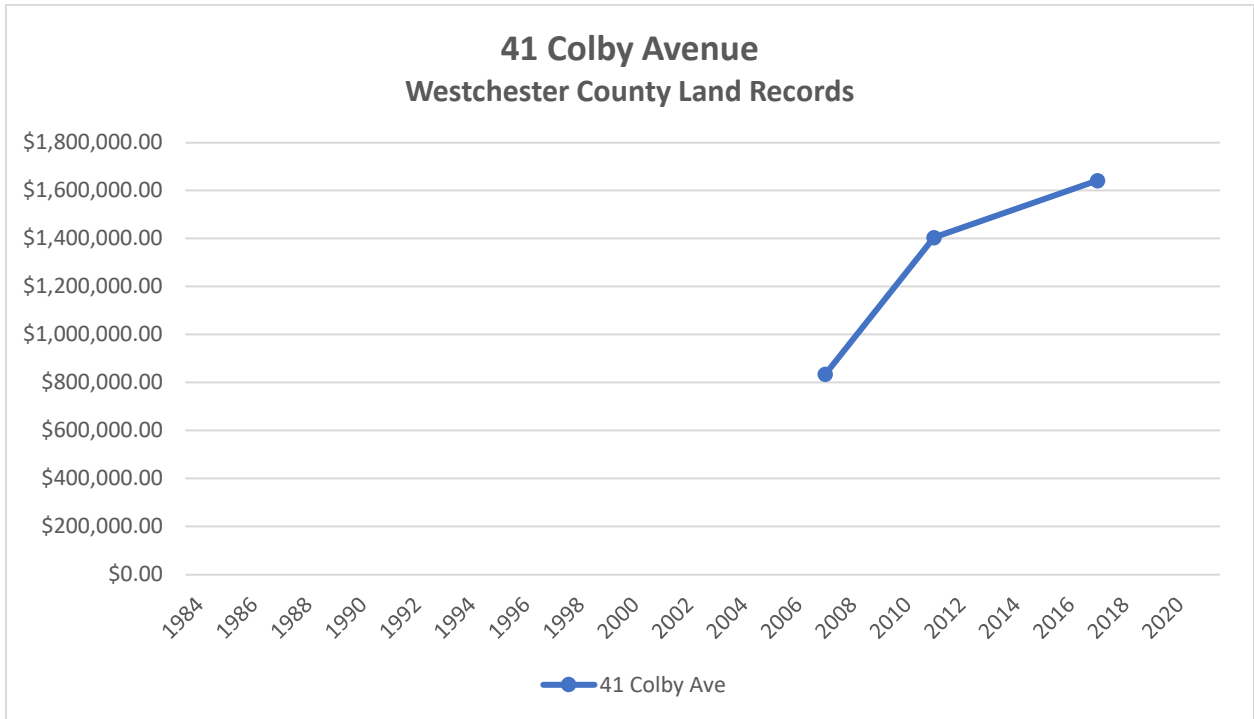
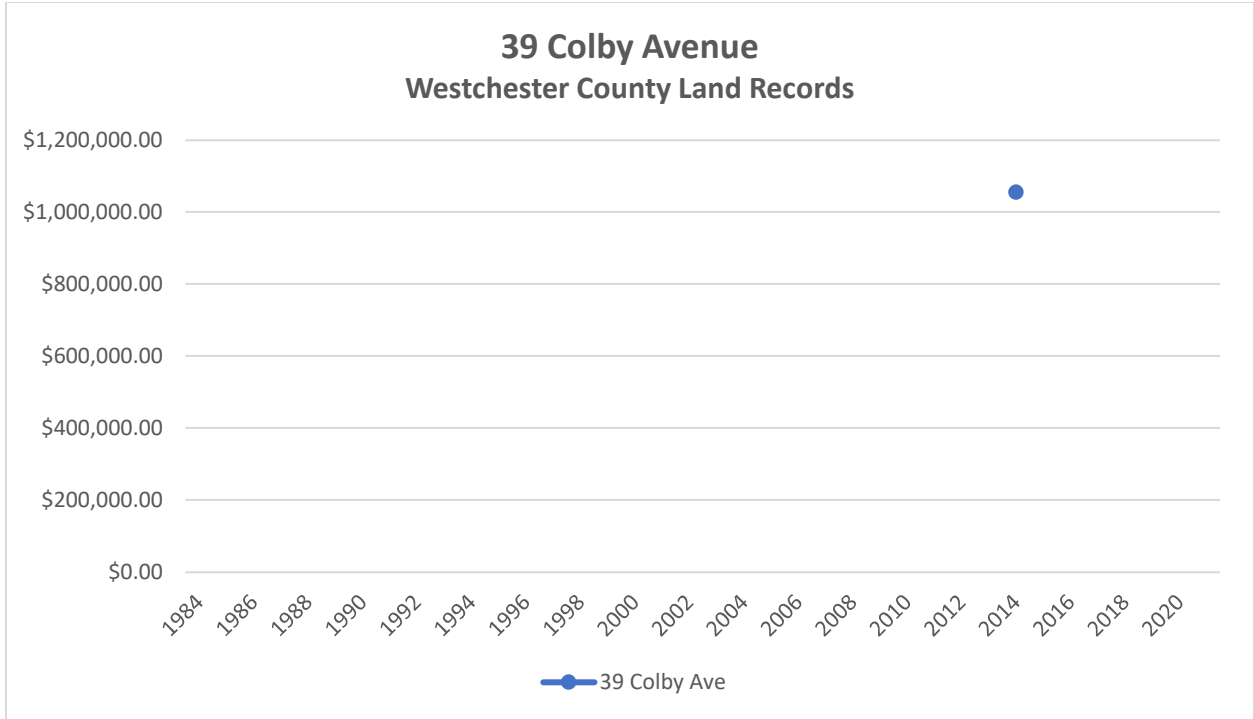


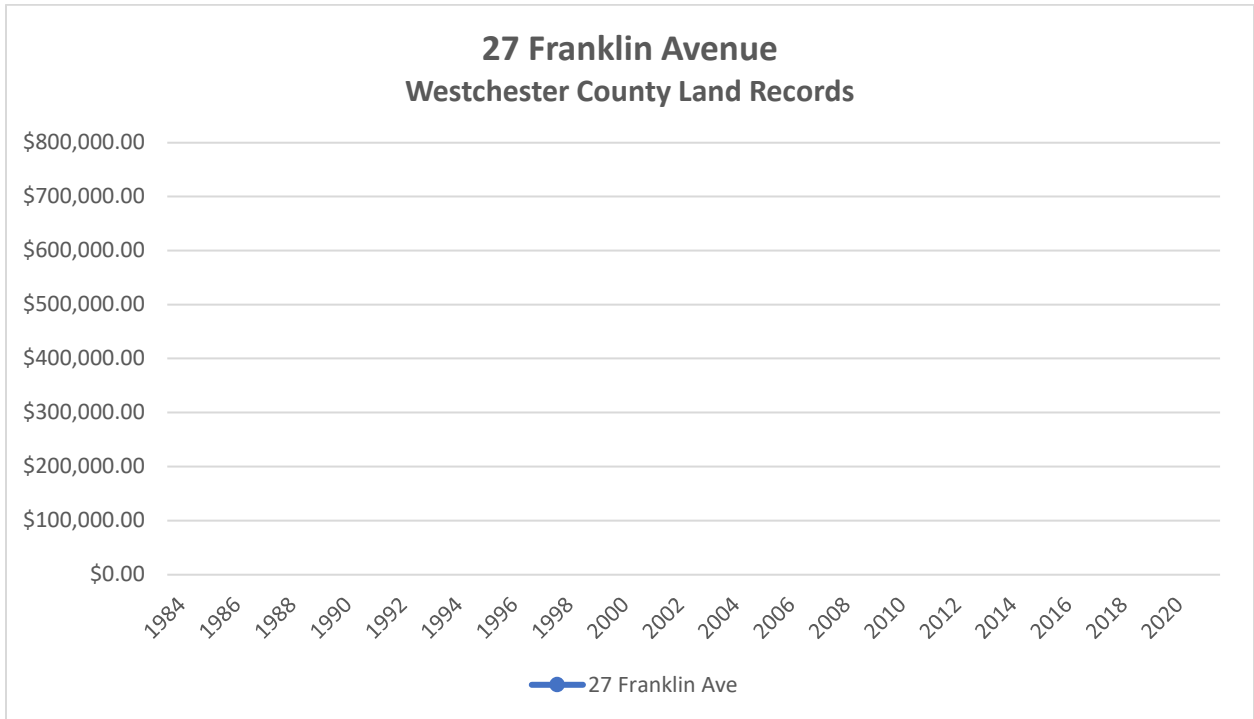
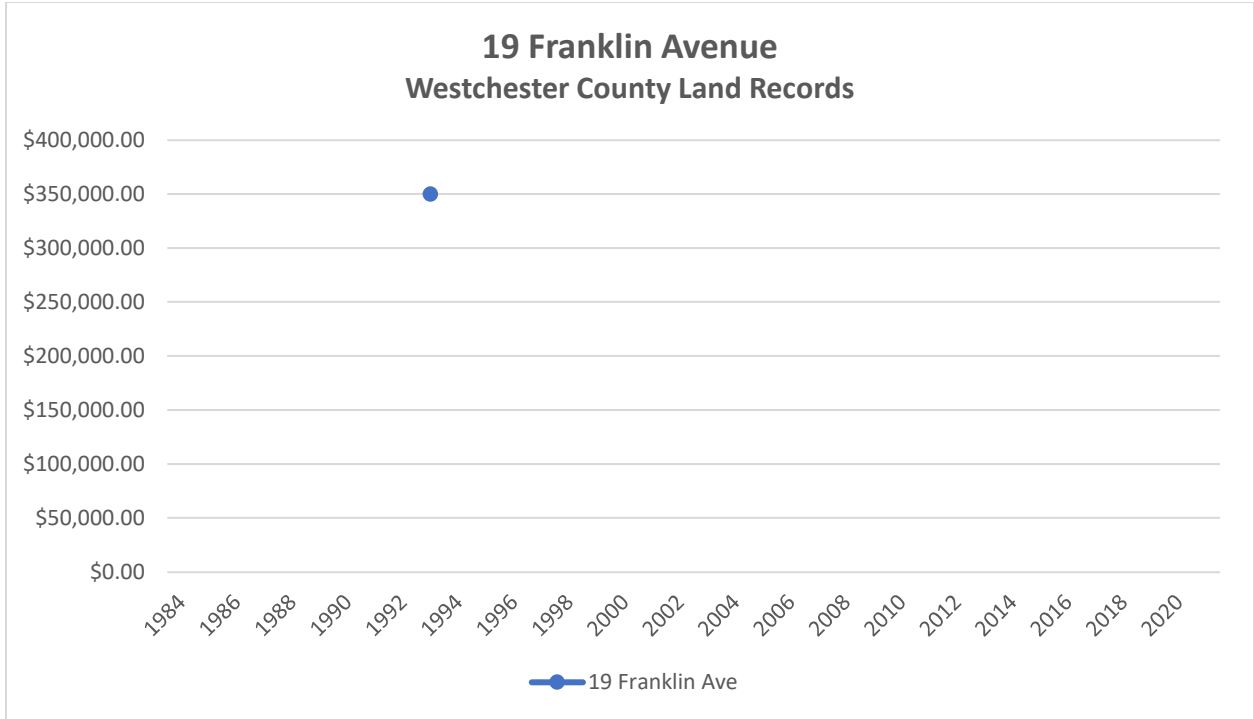


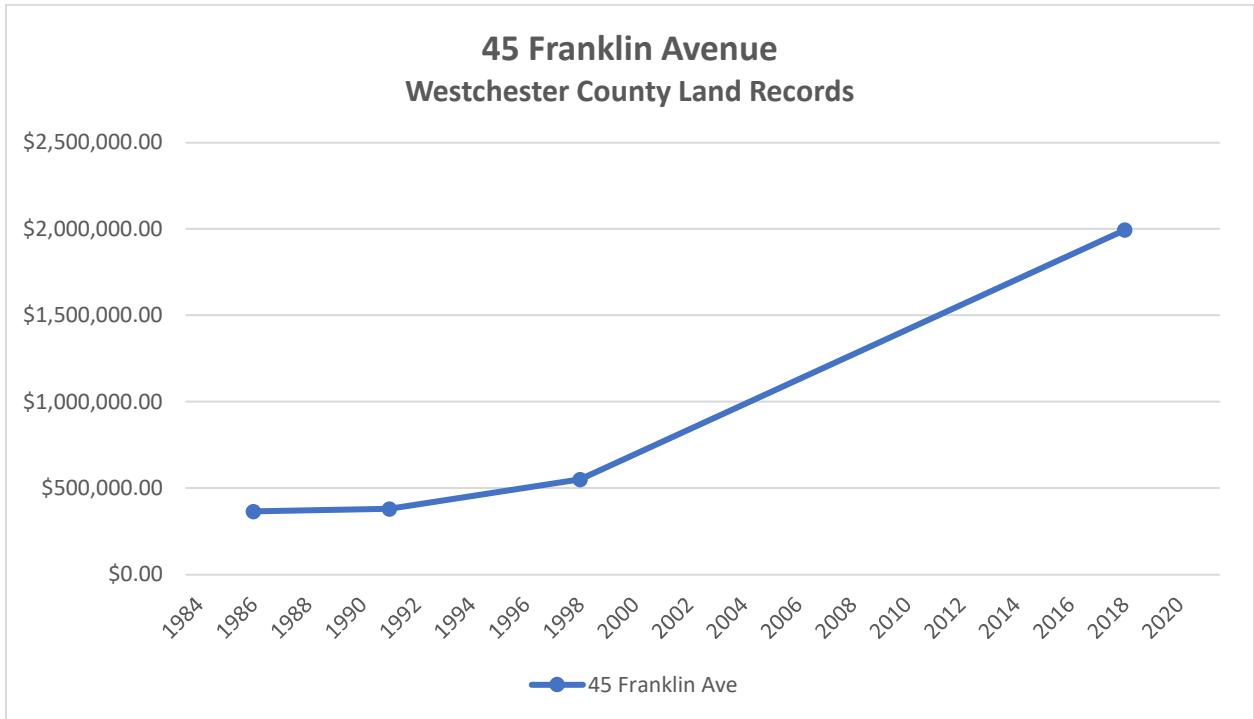
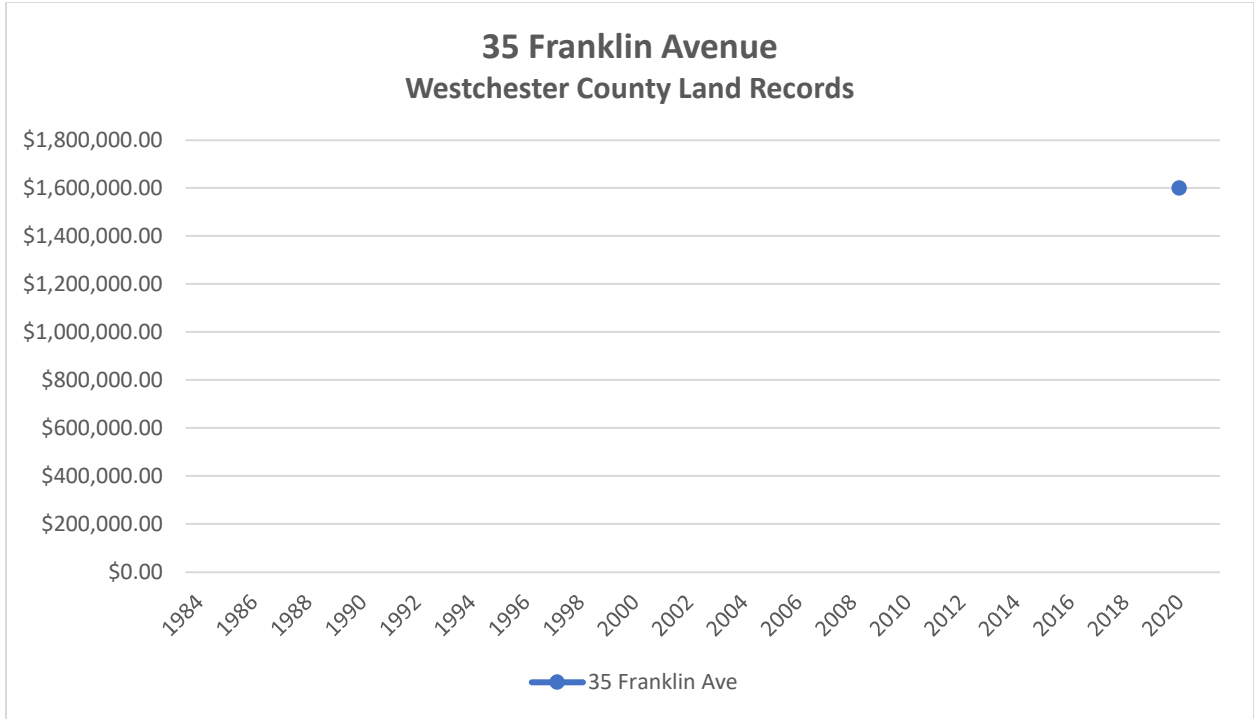


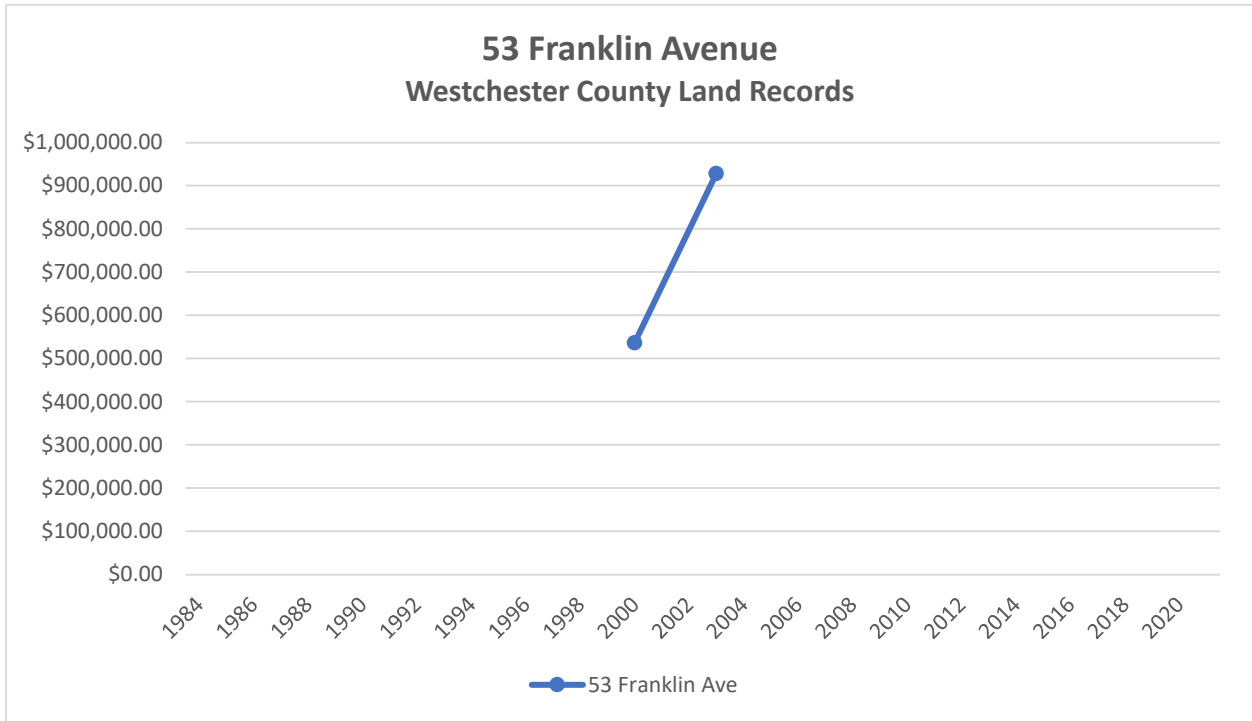
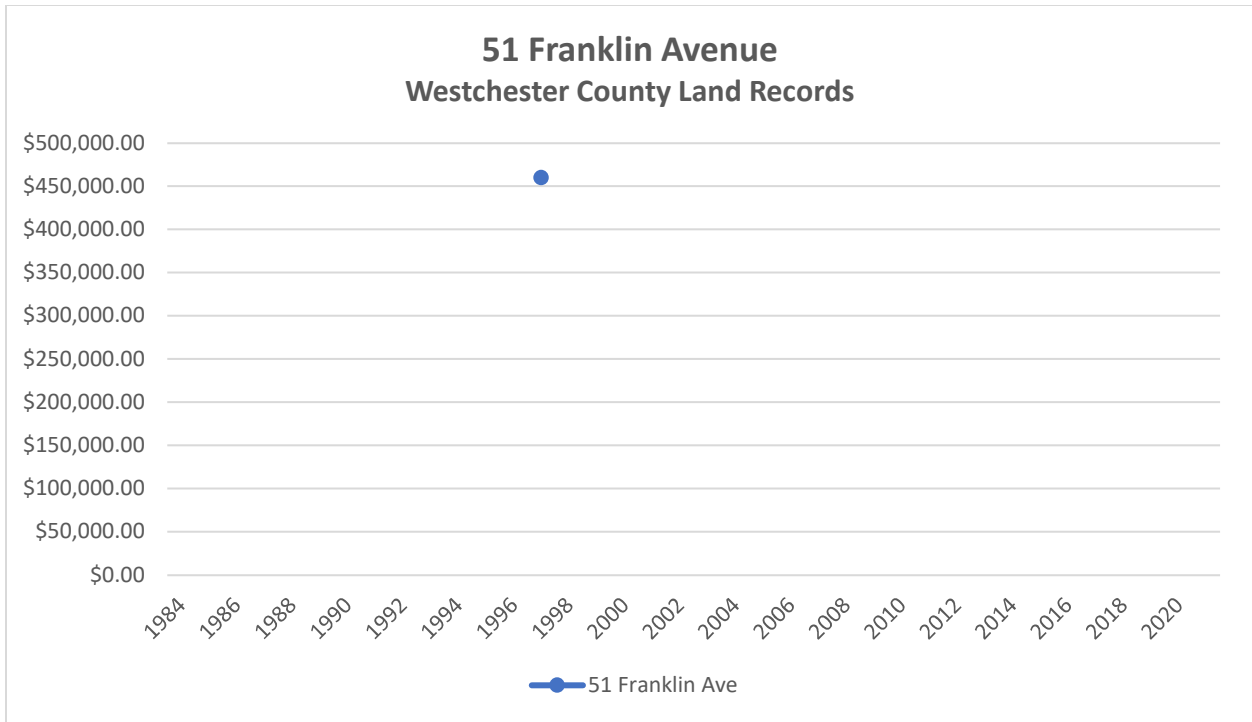


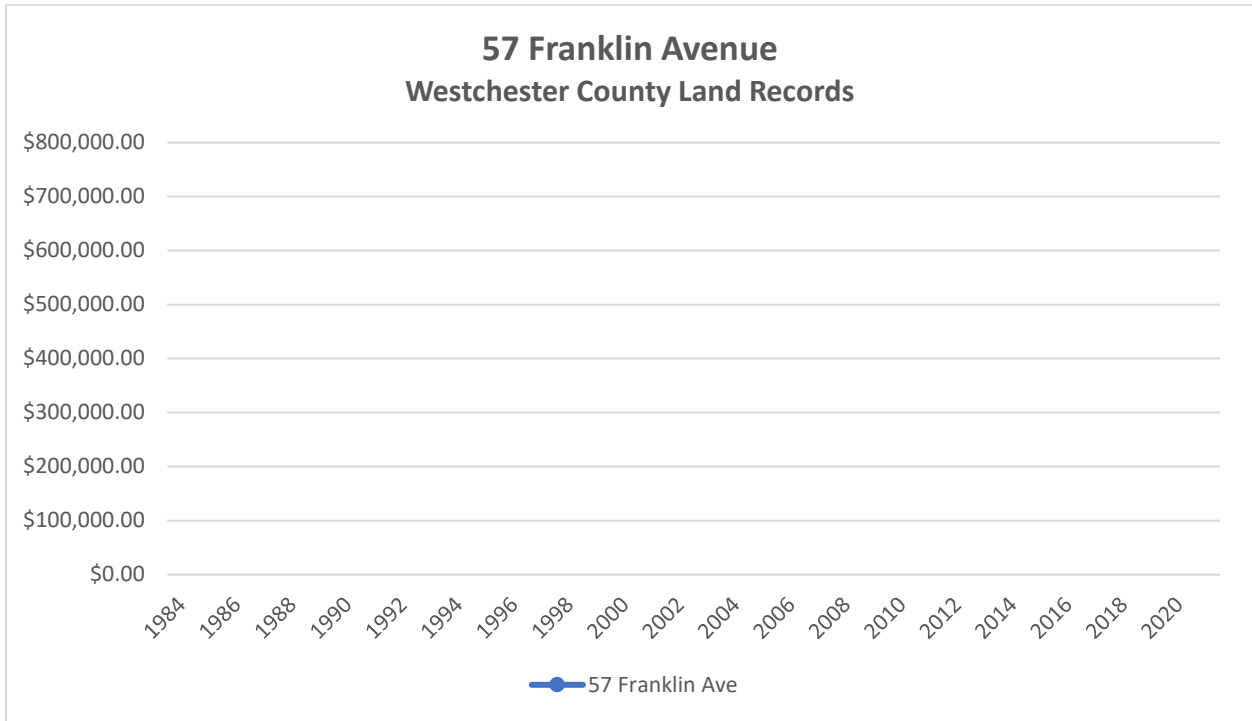
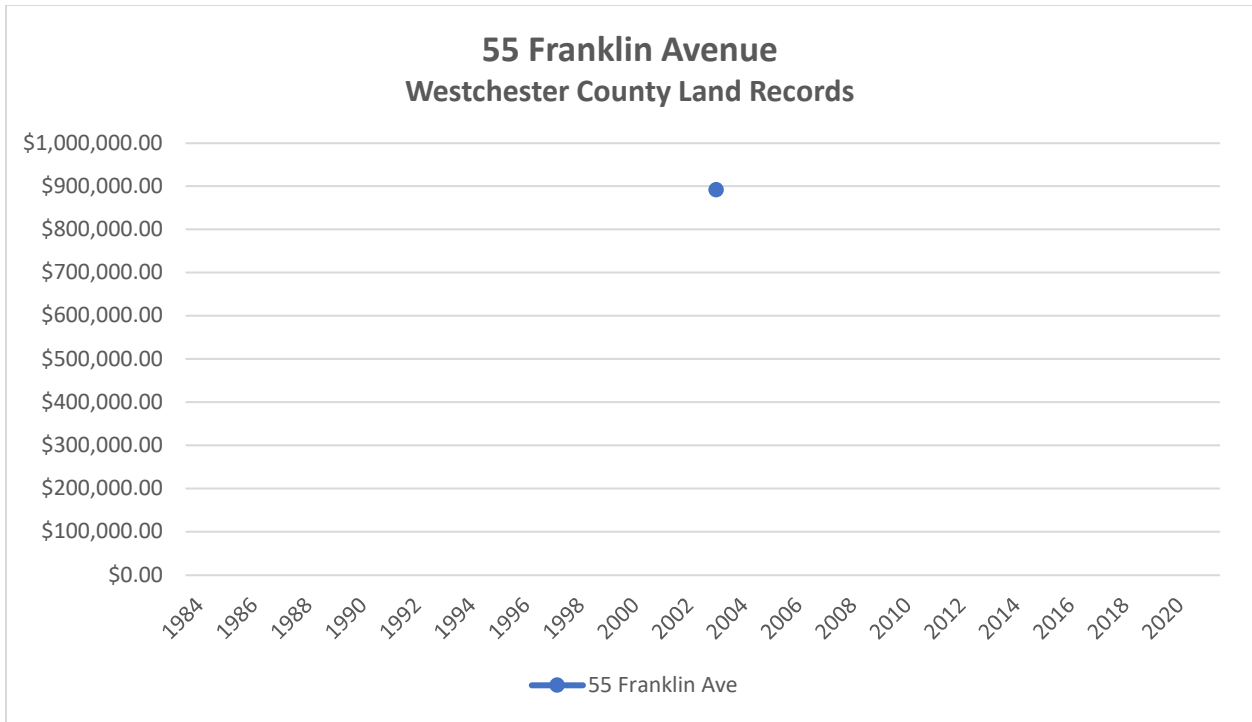


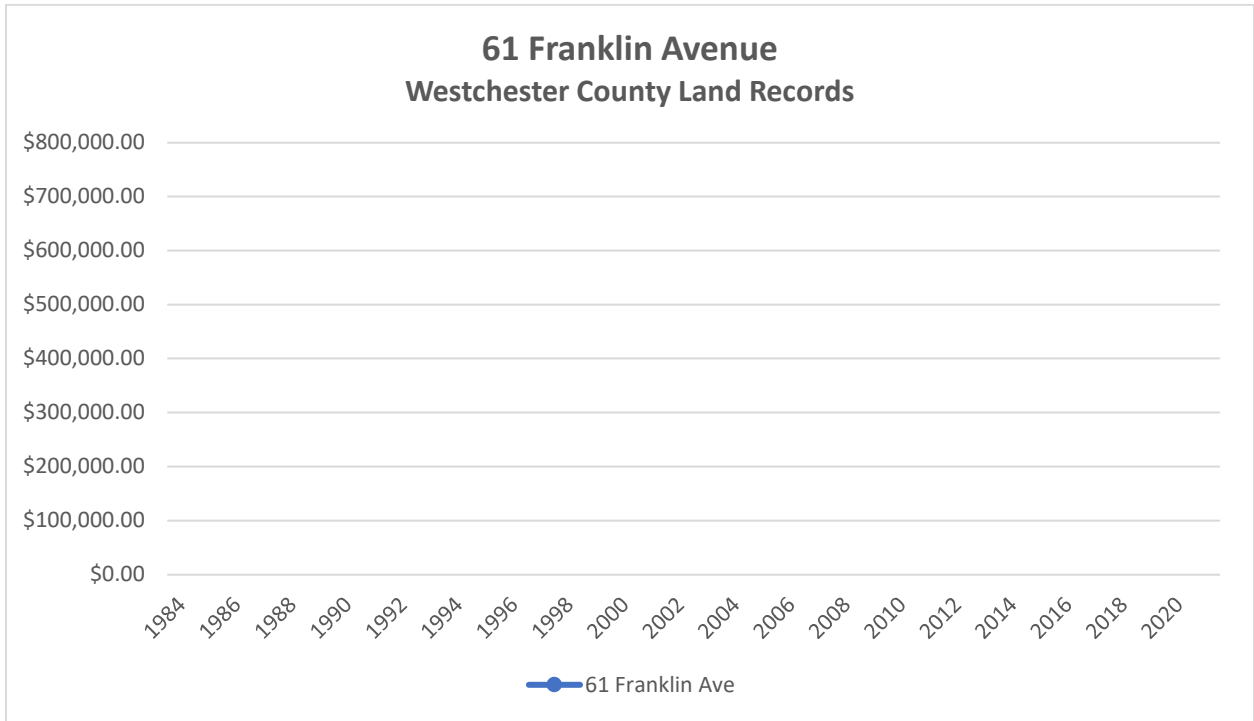
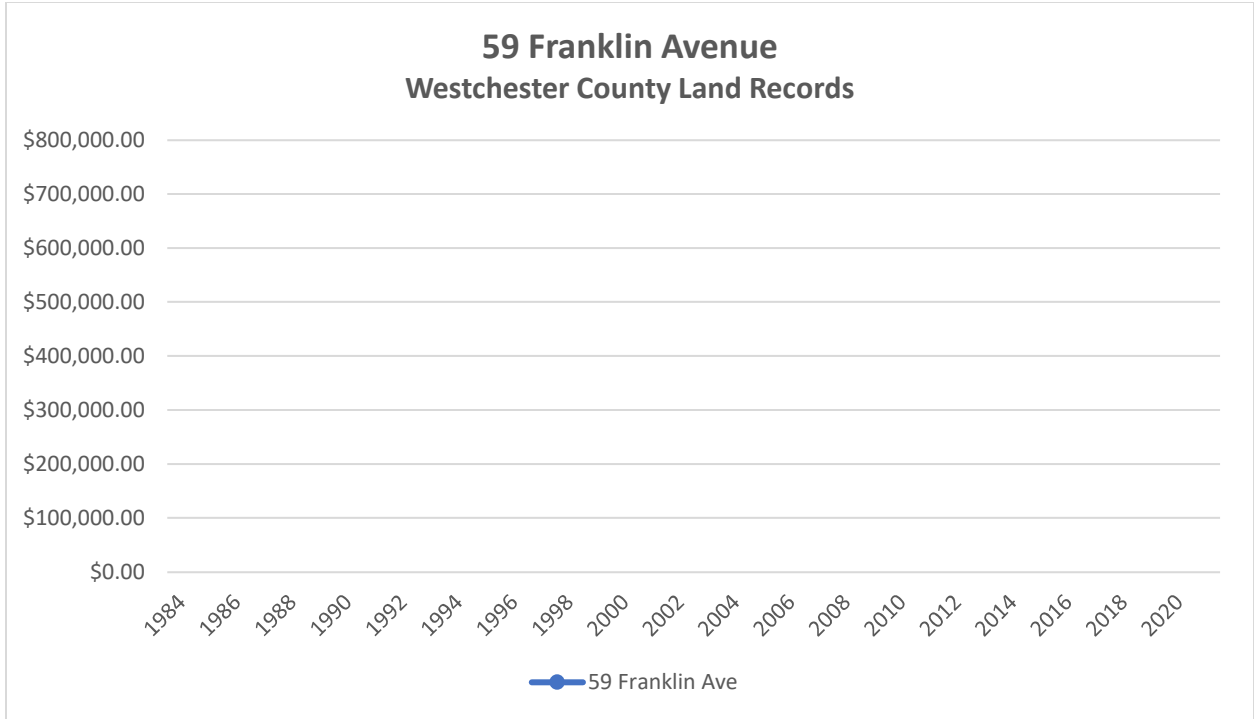




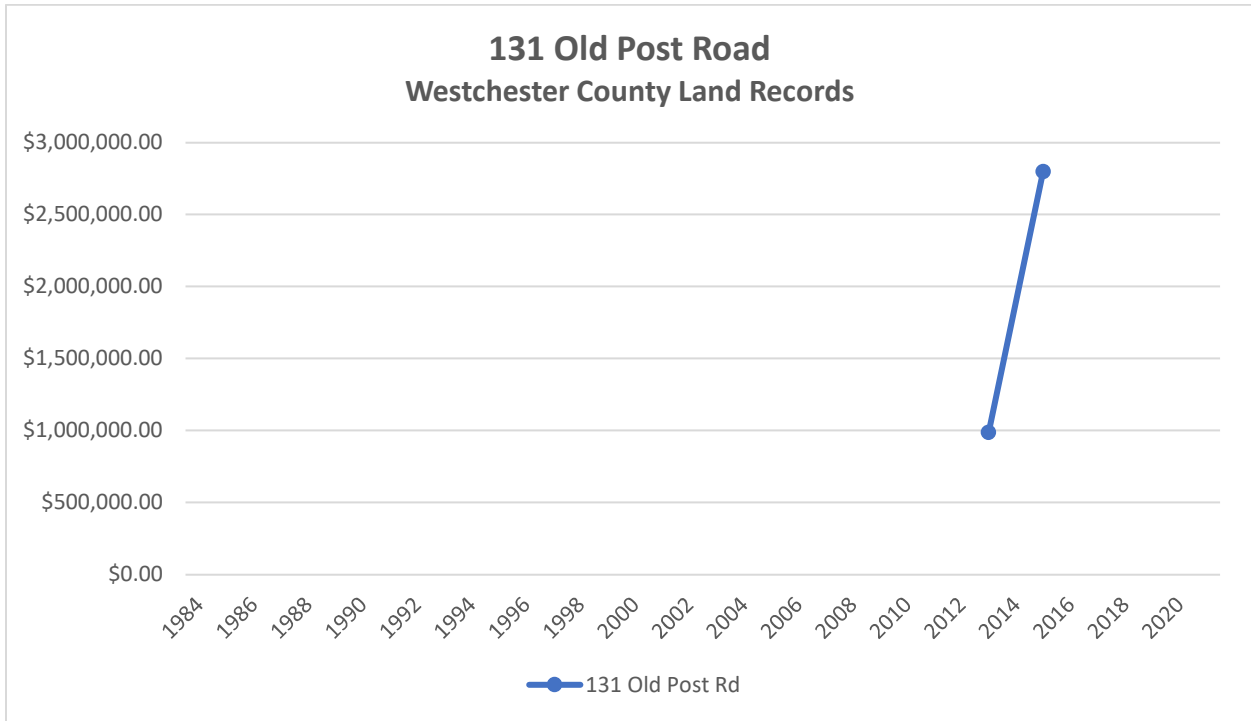
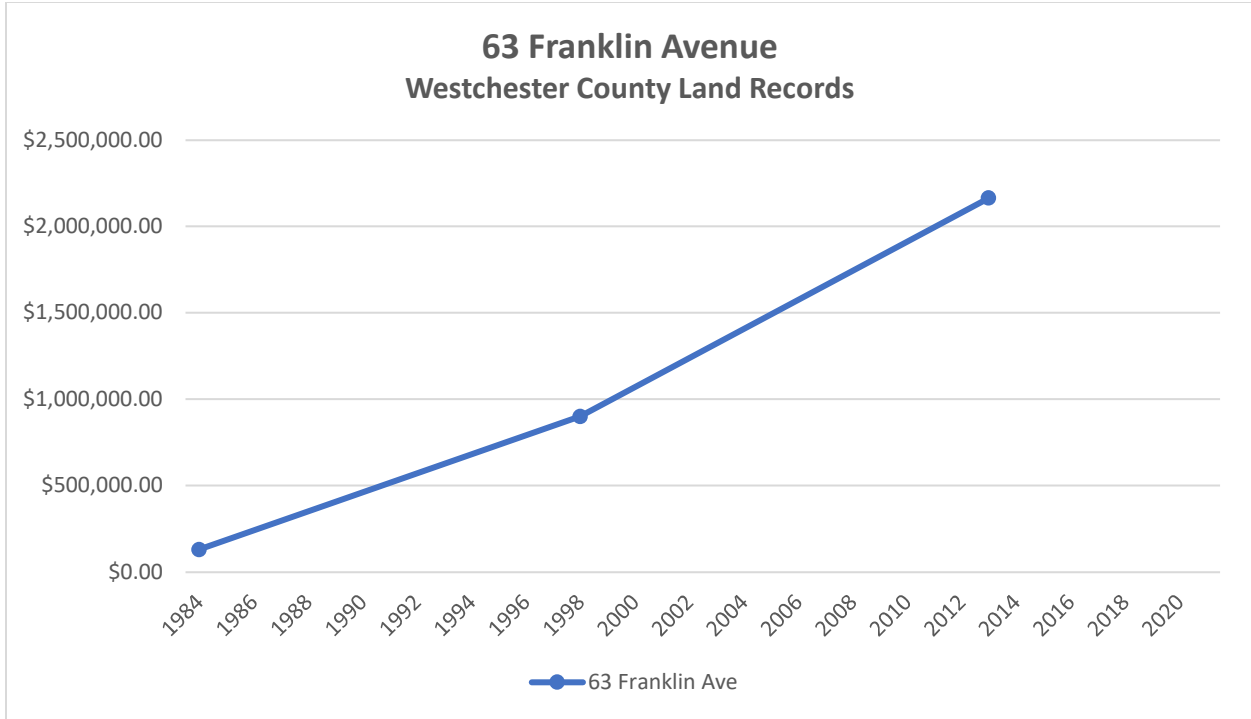


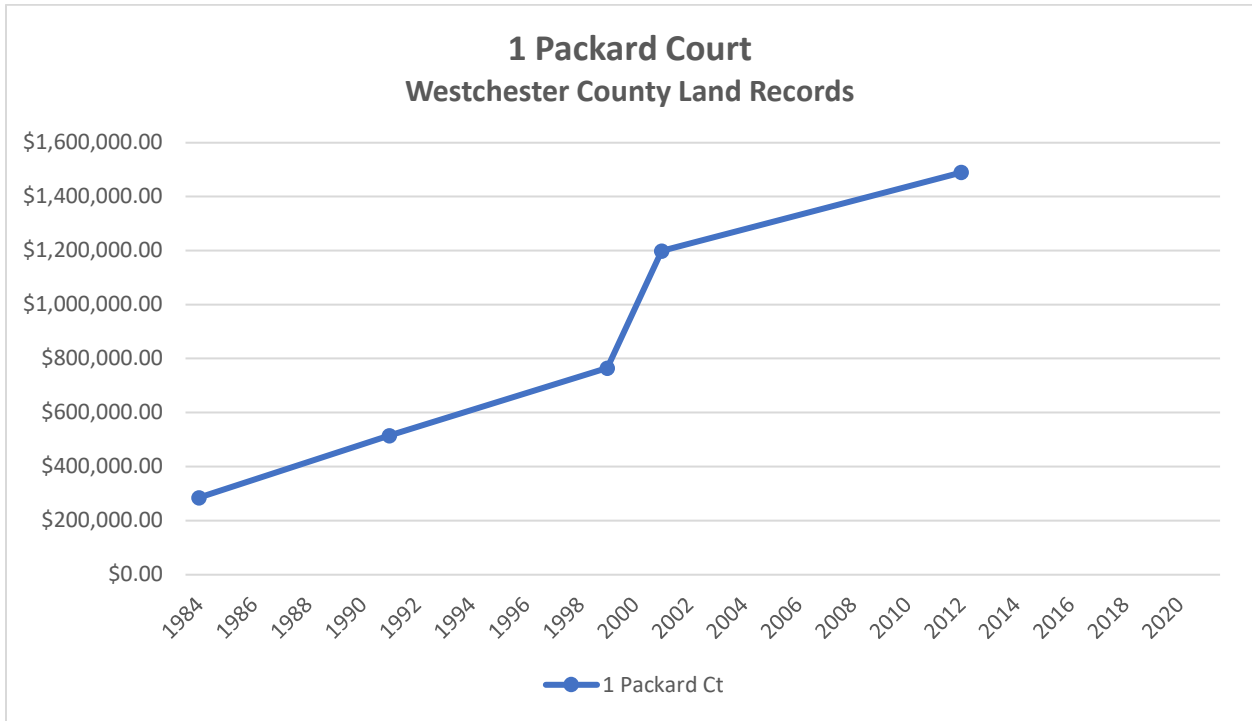
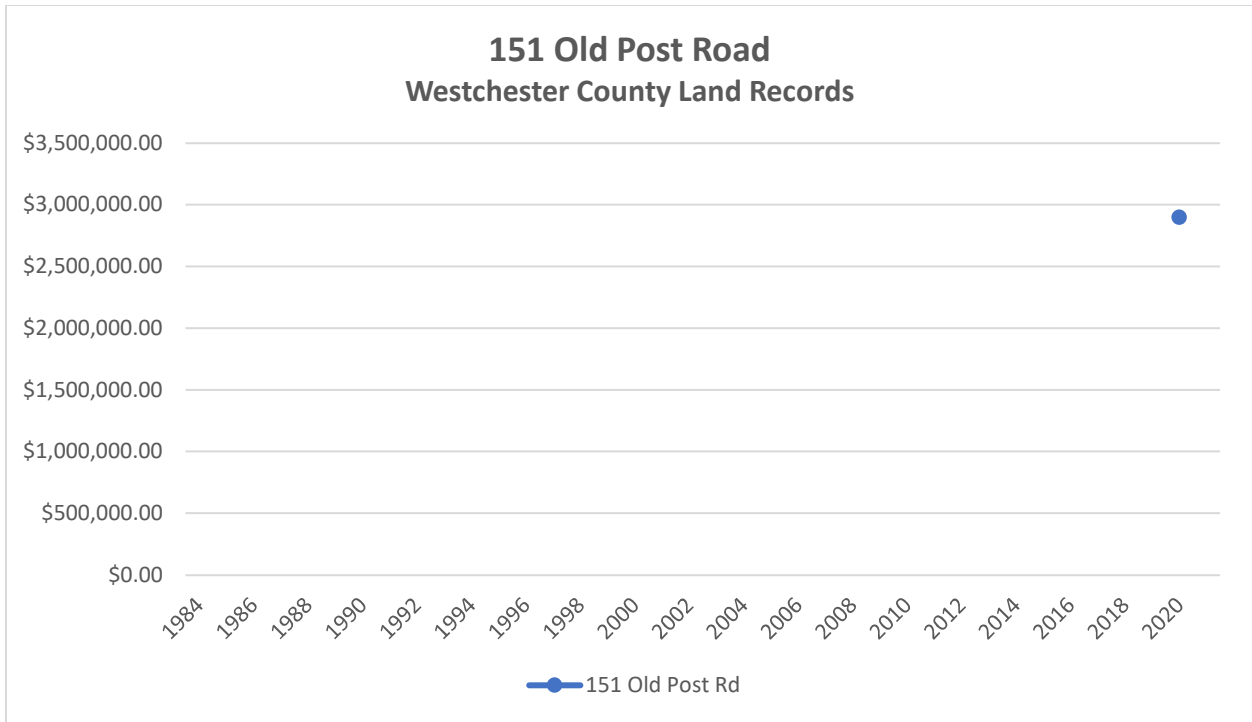


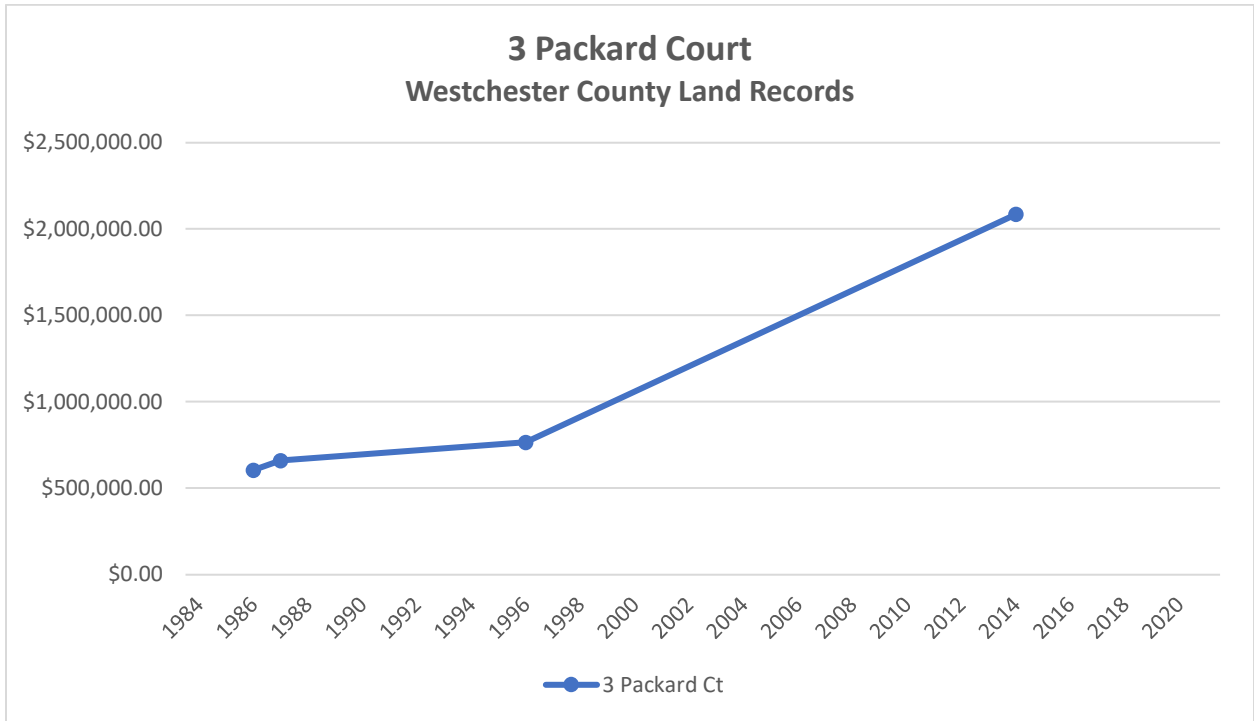
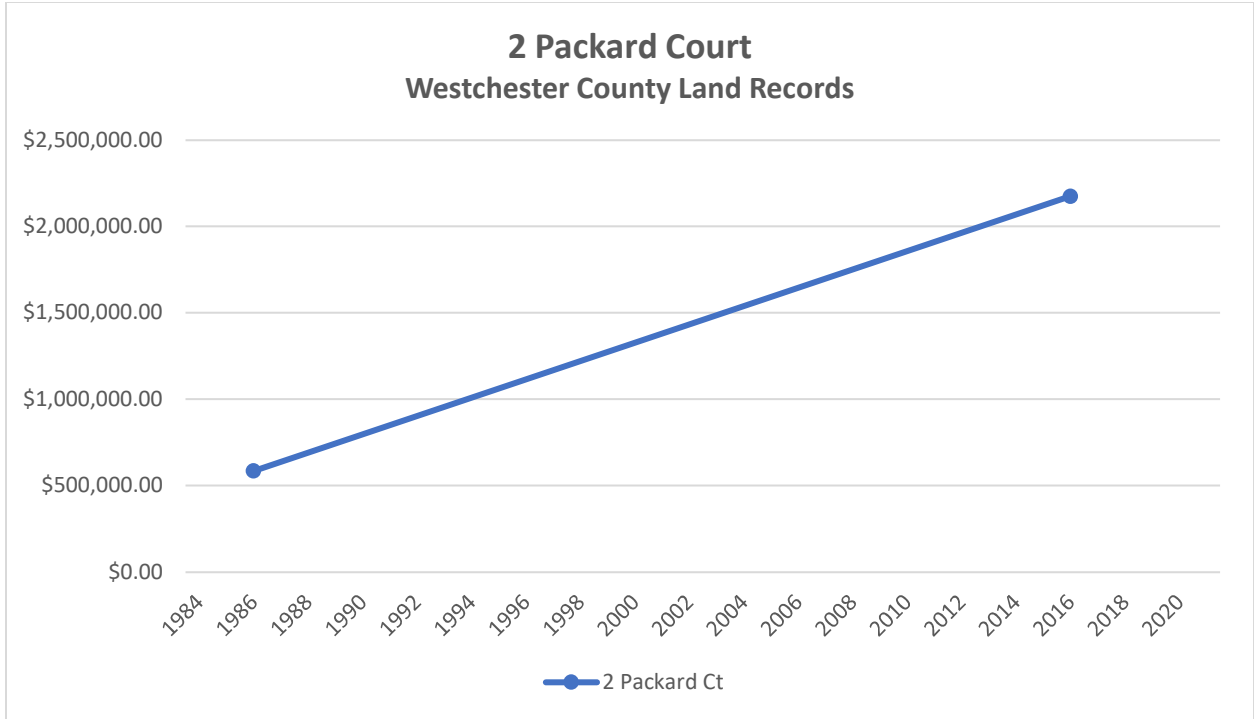


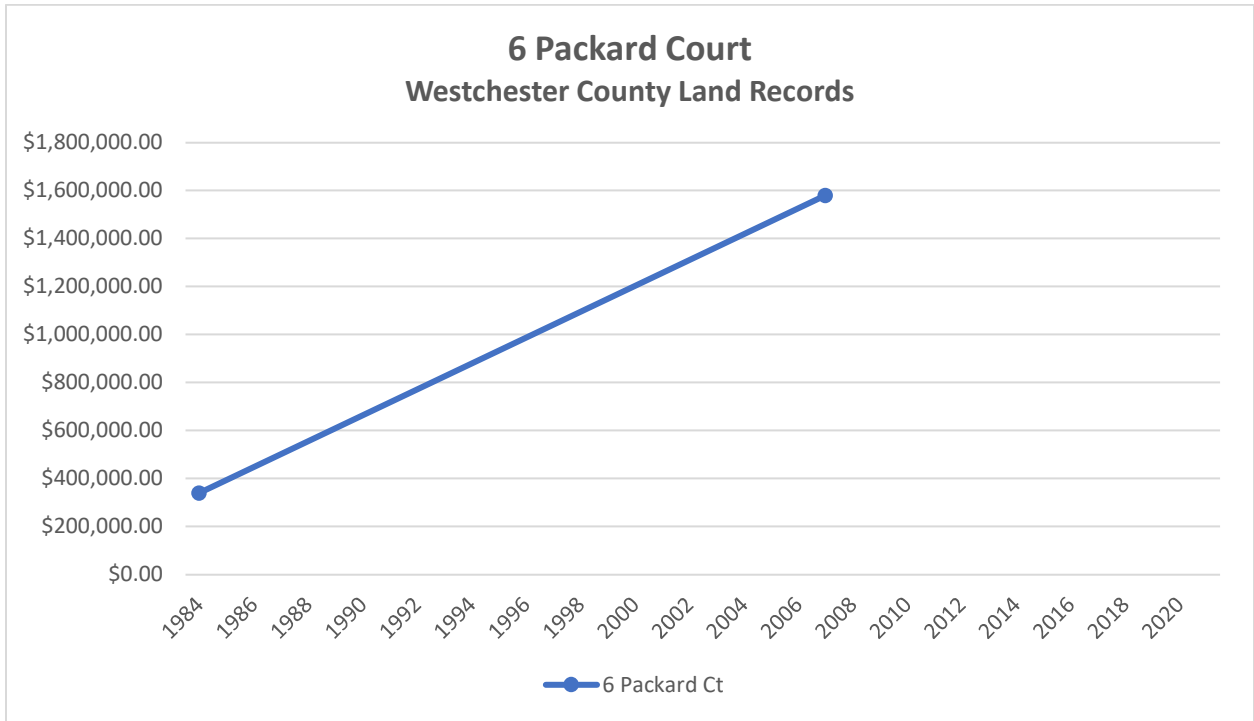
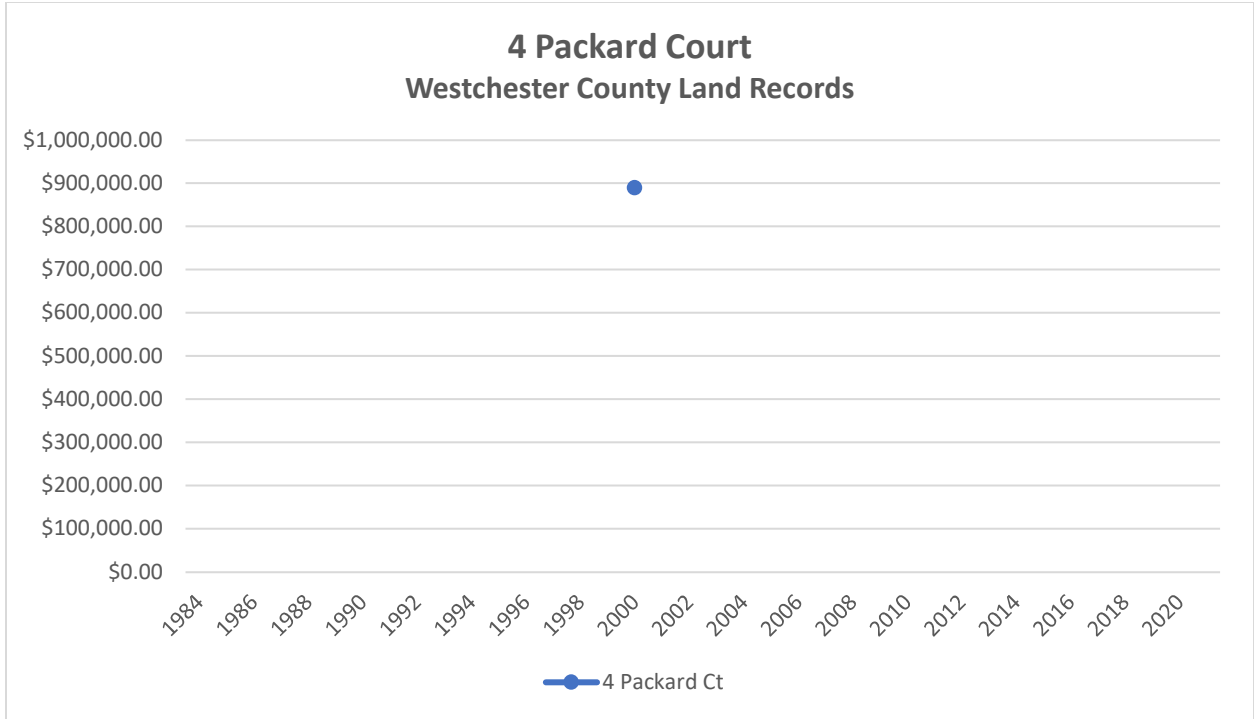


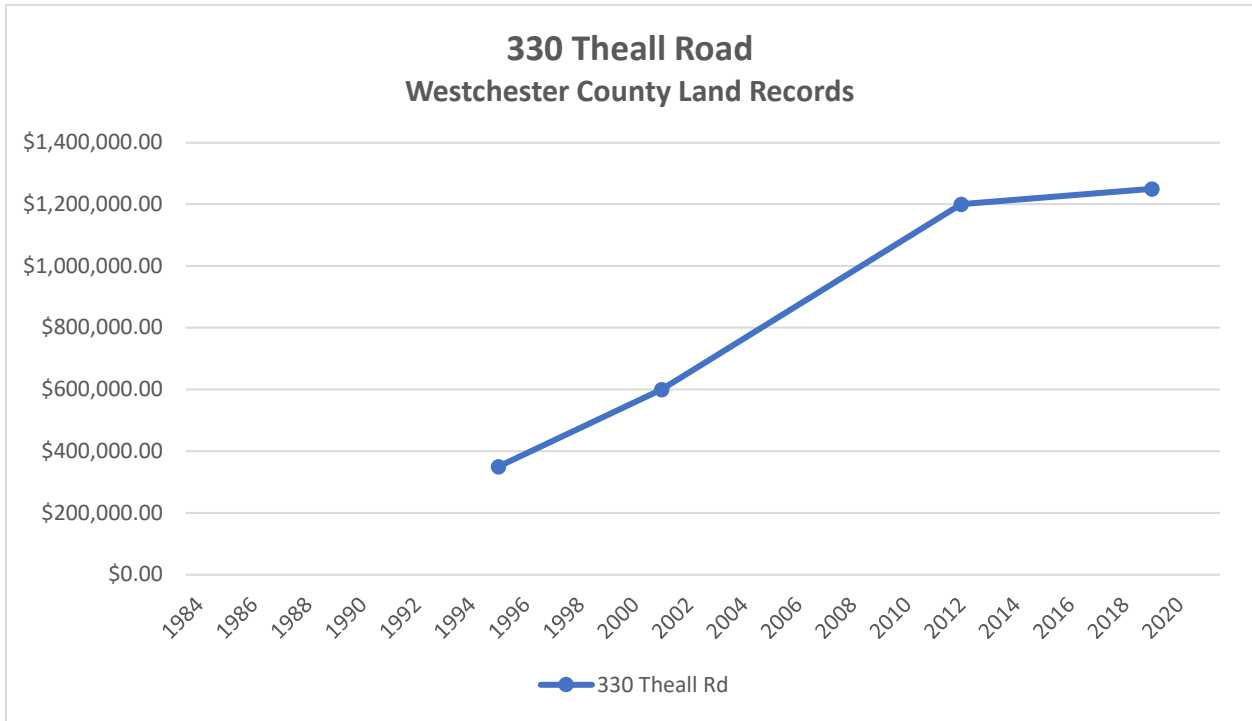
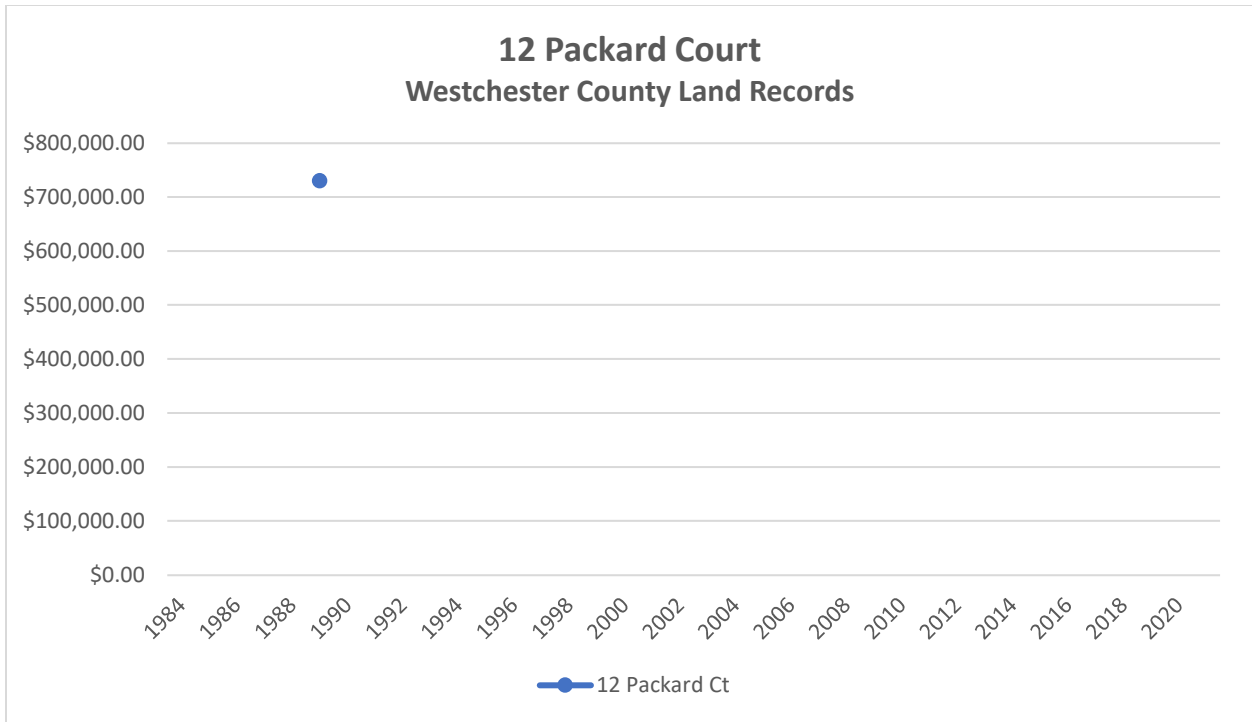












The Osborn  
Rye, New York

**Proposed Osborn Zoning Amendments and Residential Property Values**

**ATTACHMENT B**

# 1 Osborn Road



\*422750111DEDC\*

Control Number <b>422750111</b>	WIID Number <b>2002275-000062</b>	Instrument Type <b>DED</b>
------------------------------------	--------------------------------------	-------------------------------



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED  
 FEE PAGES 3 TOTAL PAGES 3

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$9.00
RECORD MGT. FUND	\$19.00
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$64.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$1,105,000.00
TAX PAID	\$15,470.00
TRANSFER TAX #	4624

RECORDING DATE	10/07/2002
TIME	12:58:00

SERIAL NUMBER  
DWELLING

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to:  
**GEORGE GROSSMAN ESQ**  
 17 ELM PLACE  
 RYE, NY 10580



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\*501203451DED002L\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Hudson Abstract Services Professional, LLC Phone: (845) 638-2000  
 Address 1: 10 Schriever Lane Fax: (845) 634-0895  
 Address 2: Email: barbara.cummaro@hudsonabstract.com  
 City/State/Zip: New City NY 10956 Reference for Submitter: WOODRUFF

#### Document Details

Control Number: **501203451** Document Type: **Deed (DED)**  
 Package ID: 2010043000208001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: WOODRUFF ROBERT W - Individual 1: AGARWAL ANUPAM - Individual  
 2: WOODRUFF LEE M - Individual 2: AGARWAL MEERA - Individual

#### Property

Additional Properties on Continuation page

Street Address: 1 OSBORN ROAD Tax Designation: 146.17-3-31  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,605,000.00  
 Transfer Tax: \$6,420.00  
 Mansion Tax: \$16,050.00  
 Transfer Tax Number: 10118

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/11/2010 at 12:40 PM

Control Number: **501203451**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

John P. Gardner Esq  
 14 Elm Place  
 Rye, NY 10580

# 3 Osborn Road

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\*511393303DED002S\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Skyline Title LLC/Island Settlement Services LLC Phone: 212-324-4100  
 Address 1: 275 Madison Avenue Fax: 212-324-4101  
 Address 2: Email: cbranca@skylinetitle.biz  
 City/State/Zip: New York NY 10016 Reference for Submitter: ISS-6124-W-11

#### Document Details

Control Number: **511393303** Document Type: **Deed (DED)**  
 Package ID: 2011051900138001002 Document Page Count: **3** Total Page Count: **5**

#### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: COOK WILLIAM A - Individual 1: CONNORS TIMOTHY J Jr - Individual  
 2: COOK LYNN R - Individual 2:

#### Property

Additional Properties on Continuation page

Street Address: 3 OSBORN ROAD Tax Designation: 146.17-3-30  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,784,500.00  
 Transfer Tax: \$7,138.00  
 Mansion Tax: \$17,845.00  
 Transfer Tax Number: 30047

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/08/2011 at 12:41 PM

Control Number: **511393303**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

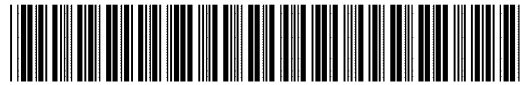
#### Record and Return To

Pick-up at County Clerk's office

Gail Hiler Esq.  
One Meadow Place

Larchmont, NY 10538

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\*540513609DED003X\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Data Trace / AIS Phone: 516-918-4610  
 Address 1: 1111 Marcus Avenue Fax:  
 Address 2: Suite MZ-214 Email: recordingservices@nydata.com  
 City/State/Zip: Lake Success NY 11042 Reference for Submitter: KEL-2066-W-13

#### Document Details

Control Number: **540513609** Document Type: **Deed (DED)**  
 Package ID: 2014022000322001001 Document Page Count: **4** Total Page Count: **5**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: CONNORS TIMOTHY J III - Individual 1: INDER ILANA E - Individual  
 2: DEVERELL RICKY A - Individual

#### Property

Additional Properties on Continuation page

Street Address: 3 OSBORN RD Tax Designation: 146-17-3-30  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$25.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$195.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,950,000.00  
 Transfer Tax: \$7,800.00  
 Mansion Tax: \$19,500.00  
 Transfer Tax Number: 8719

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 03/07/2014 at 10:49 AM

Control Number: **540513609**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**RANDIE PATERNO, ESQ.**  
**12 BERKLEY DRIVE**  
**RYE BROOK, NY 10573**

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\*571253021DED002Q\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Future Title Agency, Inc.	Phone:	914-666-7770
Address 1:	Attn: Mary E. Rasamny	Fax:	914-666-7767
Address 2:	280 North Bedford Rd., Suite 307	Email:	ftc@futuretitleco.com
City/State/Zip:	Mount Kisco NY 10549	Reference for Submitter:	Deverell

#### Document Details

Control Number:	<b>571253021</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2017050500011001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>			
1:	DEVERELL RICKY A	- Individual	1:	YU YOUNGHA	- Individual
2:	INDER ILANA E	- Individual	2:	YU SUSAN	- Individual

#### Property

Additional Properties on Continuation page

Street Address:	3 OSBORN RD	Tax Designation:	146-17-3-30
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
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#### Supporting Documents

1: RP-5217	2: TP-584
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#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$2,195,000.00
Transfer Tax:	\$8,780.00
Mansion Tax:	\$21,950.00
Transfer Tax Number:	14281

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/08/2017 at 09:29 AM

Control Number: **571253021**

Witness my hand and official seal

Timothy C. Idroni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**JOHN GARDNER, ESQ**  
**Lambden & Gardner**  
**14 ELM PLACE**  
**RYE, NY 10580**

# 5 Osborn Road



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

JUL 9 9 36 AM '87  
RECEIVED - CLERK

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED

RECORDED IN THE BOOK OF DEEDS  MORTGAGE  MISC.

LIBER 8880

PAGE 90

DATE JUL - 9 1987

TIME 8:36 AM

STATUTORY CHARGE 5

RECORDING CHARGE 6

FILING CHARGE 1

CROSS REFERENCE \_\_\_\_\_

CERT/RECEIPT \_\_\_\_\_

EXAMINER TOTAL  
MH 12

585,000.00  
CONSIDERATION

RECEIVED  
\$ 2340.00  
REAL ESTATE  
JUL - 9 1987  
TRANSFER TAX  
WESTCHESTER  
COUNTY

19735

DATE \_\_\_\_\_

MORTGGE. AMOUNT \_\_\_\_\_

EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

REC'D TAX ON ABOVE MTGE:

BASIC \$ \_\_\_\_\_

ADDTL \$ \_\_\_\_\_

SUBTOTAL \$ \_\_\_\_\_

SPECIAL \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

SERIAL No. \_\_\_\_\_

DWELLING:

1-6 UNITS

OVER 6 UNITS

THE PROPERTY IS SITUATED IN  
WESTCHESTER, N.Y. IN THE  
TOWN OF  CITY OF

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT. KISCO
- 20 MT. PLEASANT
- 21 MT. VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

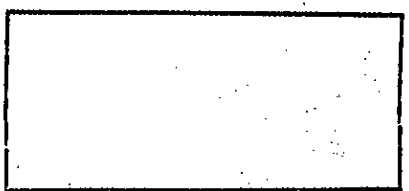
TERMINAL No. DATE RETURNED

871904030

WITNESS MY HAND AND OFFICIAL SEAL  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

0000058000 07/09/87CPA/DE 12.00  
07:33

RECORDING DATE OF THIS INSTRUMENT AS INDICATED ABOVE IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT FOR RECORDING QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.



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\*521883143DED001Z\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Fidelity National Title (Pick-up By Carol Glover) Phone: 516-741-5050  
 Address 1: 1415 Kellum Place Fax: 516-741-5363  
 Address 2: Suite 202 Email: dciccarello@fnf.com  
 City/State/Zip: Garden City NY 11530 Reference for Submitter: 62876CA

#### Document Details

Control Number: **521883143** Document Type: **Deed (DED)**  
 Package ID: 2012070600069001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: PULLMAN HENRY - Individual 1: WHITTINGTON COLIN M - Individual  
 2: PULLMAN GAIL - Individual 2: YI LO M - Individual

#### Property

Additional Properties on Continuation page

Street Address: 5 OSBORN ROAD Tax Designation: 146.17-3-29  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,425,000.00  
 Transfer Tax: \$5,700.00  
 Mansion Tax: \$14,250.00  
 Transfer Tax Number: 43610

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/24/2012 at 10:36 AM

Control Number: **521883143**

Witness my hand and official seal

Timothy C. Idroni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

HAROLD, SALANT, STRASSFIELD & SPIELBERG, ESQ.  
 81 MAIN STREET

WHITE PLAINS, NY 10601



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\*562523315DED004W\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Register Abstract Company, Inc. Phone: 718-687-4928  
 Address 1: 215-15 Northern Boulevard Fax: Jennifer Agunzo  
 Address 2: Suite 101 Email: jagunzo@titlesny.com  
 City/State/Zip: Bayside NY 11361 Reference for Submitter: HA-17594

#### Document Details

Control Number: **562523315** Document Type: **Deed (DED)**  
 Package ID: 2016090800136001001 Document Page Count: **3** Total Page Count: **5**

#### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**

1: WHITTINGTON COLIN M - Individual 1: PATRICK KEHOE & DANIELA ARREDONDO REVOCABLE T - Other  
 2: YI LO MAN - Individual 2: KEHOE PATRICK - Individual

#### Property

Additional Properties on Continuation page

Street Address: 5 OSBORN ROAD Tax Designation: 146.17-3-29  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584 3: IT-2663

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:

Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt:   
 Serial #:

#### Transfer Taxes

Consideration: \$1,849,000.00  
 Transfer Tax: \$7,396.00  
 Mansion Tax: \$18,490.00  
 Transfer Tax Number: 2966

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 09/23/2016 at 03:57 PM

Control Number: **562523315**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

PATRICK KEOHE  
 DANIELA ARREDONDO  
 5 OSBORN ROAD  
 RYE, NY 10580

# 7 Osborn Road



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, N.Y. IN  
THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 9554  
PAGE 311

STAT'Y CHARGE 5  
REC'ING CHARGE 12  
FILING CHARGE 1  
CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_

TOTAL  
18

\$ 755000  
CONSIDERATION

RECEIVED  
\$ 3020.  
JUN 16 1989  
1430H

REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE: \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_  
SERIAL No. \_\_\_\_\_  
DWELLING:  
 1-6 UNITS  
 OVER 6 UNITS

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. 891679020 DATE RETURNED \_\_\_\_\_  
EXAMINED BY \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

RECEIVED  
89 JUN 16 AM 11:02  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

903998030 06/16/89CPA/DE 18.00  
11:33

RECORD AND RETURN



\*472280540DED1\*

Control Number  
**472280540**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

**\*\*\* DO NOT REMOVE \*\*\***

**THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:**

**TYPE OF INSTRUMENT: DED - DEED**

**FEE PAGES: 6                      TOTAL PAGES: 6**

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$18.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$123.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$2,251,000.00
TAX PAID	\$0.00
TRANSFER TAX #	823

**SERIAL NUMBER:**

**DWELLING:**

**RECORDING DATE: 8/27/2007**

**TIME: 14:31:00**

**THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE**

**TAXES PAID IN ALBANY**

WITNESS MY HAND AND OFFICIAL SEAL

**TIMOTHY C. IDONI  
WESTCHESTER COUNTY CLERK**

Record & Return to:  
**LAMB DEN & GARDNER PC  
14 ELM PLACE**

**RYE, NY 10580**

# 9 Osborn Road

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*531783644DED0045\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Stewart Title Insurance Company (pick up by Ramon .	Phone:	914-993-9393
Address 1:	707 Westchester Avenue, Ste 411	Fax:	914-997-1698
Address 2:		Email:	nymetrorecordings@stewart.com
City/State/Zip:	White Plains NY 10701	Reference for Submitter:	1317516-P,D,M

#### Document Details

Control Number:	<b>531783644</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2013062700288001001	Document Page Count:	<b>4</b>
		Total Page Count:	<b>5</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1:	GOLDIE ROBERT H - Individual	1:	TAVI SABRINA - Individual
2:	GOLDIE JULIA H - Individual	2:	CHOROST DANIEL D - Individual

#### Property

Additional Properties on Continuation page

Street Address:	9 OSBORN ROAD	Tax Designation:	146.17-3-32
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1:	RP-5217	2:	TP-584
----	---------	----	--------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$25.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$195.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,850,000.00
Transfer Tax:	\$7,400.00
Mansion Tax:	\$18,500.00
Transfer Tax Number:	23170

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/17/2013 at 03:25 PM

Control Number: **531783644**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Randie Paterno, Esq.**  
**12 Berkeley Drive**

**Rye Brook, NY 10573**

# 45 Osborn Road



Q00194292



DED2



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>12.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>6.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	_____

MORTGE. DATE	_____
MORTGE. AMT	_____
EXEMPT	YES _____ NO _____

LIBER: 10994  
PAGE : 157

REC'D TAX ON ABOVE MTGE:	
BASIC	\$ _____
ADDITIONAL	\$ _____

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

SUBTOTAL	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____

TOTAL PAID  
53.00

\$ 735000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 2940.00  
TRANSFER TAX# 0004548

DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: \_\_\_\_\_

EXAMINED BY JLG1

TERMINAL CTRL# 94292Q001

DATE RETURNED \_\_\_\_\_

0000440000 10/19/94CPA/DE 53.00  
11:55

I HEREBY CERTIFY THAT THE ABOVE  
INFORMATION FEES AND TAXES ARE  
CORRECT  
WITNESS MY HAND AND OFFICIAL SEAL  
  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK





\*471840228DED1\*

Control Number  
**471840228**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT: **DED - DEED**

FEE PAGES: **5** TOTAL PAGES: **5**

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$120.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$2,200,000.00
TAX PAID	\$30,800.00
TRANSFER TAX #	17682

SERIAL NUMBER:

DWELLING:

**RECORDING DATE: 7/11/2007**

**TIME: 12:17:00**

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. IDONI  
WESTCHESTER COUNTY CLERK

Record & Return to:  
GUY NOVO ESQ  
14 TOWNSEND AVE

HARTSDALE, NY 10530

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*600763637DED0022\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: CATIC Title Insurance Company Phone: 914-418-9847  
 Address 1: 660 White Plains Road, Suite 570 Fax: 833-329-2228  
 Address 2: Email: nyrecordings@CaticTitle.com  
 City/State/Zip: Tarrytown NY 10591 Reference for Submitter: 2457

#### Document Details

Control Number: **600763637** Document Type: **Deed (DED)**  
 Package ID: 2020031600265001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: NORR PER O - Individual 1: LOUW NICHOLAS - Individual  
 2: NORR LENA C - Individual 2: LOUW ROSALIE - Individual

#### Property

Additional Properties on Continuation page

Street Address: 45 OSBORN ROAD Tax Designation: 146.17-3-77  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584 3: IT-2663

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 RPL 291 Notice Fee: \$10.00  
 Total Recording Fees Paid: **\$200.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,675,000.00  
 Transfer Tax: \$6,700.00  
 Mansion Tax: \$16,750.00  
 Transfer Tax Number: 10715

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 03/25/2020 at 12:34 PM

Control Number: **600763637**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

RANDIE PATERNO, P.C.  
 16 SCHOOL STREET  
 SUITE 101  
 RYE, NY 10580  
 Attn: RANDIE PATERNO, ESQ.

# 57 Osborn Road

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*600293477DED0012\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	CATIC Title Insurance Company	Phone:	914-418-9847
Address 1:	660 White Plains Road, Suite 570	Fax:	833-329-2228
Address 2:		Email:	nyrecordings@CaticTitle.com
City/State/Zip:	Tarrytown NY 10591	Reference for Submitter:	2285

#### Document Details

Control Number:	<b>600293477</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2020012900244001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>5</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>			
1:	DUNN ROBERT J	- Individual	1:	BROWN ROBERT	- Individual
2:	DUNN PHYLLIS K	- Individual	2:	BROWN AILEEN	- Individual

#### Property

Additional Properties on Continuation page

Street Address:	57 OSBORN ROAD	Tax Designation:	146.17-3-76
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
RPL 291 Notice Fee:	\$10.00
<b>Total Recording Fees Paid:</b>	<b>\$200.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,585,000.00
Transfer Tax:	\$6,340.00
Mansion Tax:	\$15,850.00
Transfer Tax Number:	11819

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 05/13/2020 at 11:49 AM

Control Number: **600293477**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Becky Sena, Esq.**  
**16 School Street**  
**Suite 101**  
**RYE, NY 10580**

# 61 Osborn Road



\*W03895214\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>12.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>6.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	<u>          </u>

MORTGE. DATE	<u>                  </u>
MORTGE. AMT	<u>                  </u>
EXEMPT	YES <u>   </u> NO <u>   </u>

LIBER: 11201  
PAGE : 347

REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ <u>                  </u>
BASIC	\$ <u>                  </u>
ADDITIONAL	\$ <u>                  </u>
SUBTOTAL	\$ <u>                  </u>
MTA	\$ <u>                  </u>
SPECIAL	\$ <u>                  </u>
TOTAL PAID	\$ <u>                  </u>

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
53.00

\$ 600000.00  
CONSIDERATION

SERIAL NO.                   

DWELLING     1-6     OVER

RECEIVED:  
TAX AMOUNT \$ 2400.00  
TRANSFER TAX# 0000064

    DUAL TOWN  
    DUAL COUNTY/STATE

    HELD  
    NOT HELD                   

TITLE COMPANY NUMBER:                   

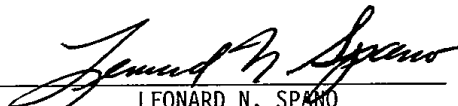
EXAMINED BY   PJC1  

TERMINAL CTRL# 95214W038

DATE RETURNED                   

0000548000 08/02/95CPA/DE 53.00  
09:18

WITNESS MY HAND AND OFFICIAL SEAL



LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*571353499DED002A\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Judicial Title Insurance- PICK UP Phone: 914-381-6700  
 Address 1: 800 Westchester Avenue Fax: 914-381-6785  
 Address 2: Email: JTrecording@judicialtitle.com  
 City/State/Zip: Rye Brook NY 10573 Reference for Submitter: 127475-sb ef

#### Document Details

Control Number: **571353499** Document Type: **Deed (DED)**  
 Package ID: 2017051500252001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: CHORON DOUGLAS B - Individual 1: 61 GRANDVIEW DEVELOPMENT LLC - Other  
 2: - 2: SOLLECITO ROCCO - Individual

#### Property

Additional Properties on Continuation page

Street Address: 61 OSBORN ROAD Tax Designation: 146.17-3-75  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,635,000.00  
 Transfer Tax: \$6,540.00  
 Mansion Tax: \$16,350.00  
 Transfer Tax Number: 13411

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 05/19/2017 at 02:57 PM

Control Number: **571353499**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

judicial title  
 800 westchester ave  
 suite s-340  
 rye brook, NY 10573

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*581413298DED0015\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Future Title Agency, Inc.	Phone:	914-666-7770
Address 1:	Attn: Mary E. Rasamny	Fax:	914-666-7767
Address 2:	280 North Bedford Rd., Suite 307	Email:	ftc@futuretitleco.com
City/State/Zip:	Mount Kisco NY 10549	Reference for Submitter:	7608

#### Document Details

Control Number: <b>581413298</b>	Document Type: <b>Deed (DED)</b>
Package ID: 2018052100153001001	Document Page Count: <b>3</b> Total Page Count: <b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: 61 GRANDVIEW DEVELOPMENT LLC	- Other	1: TIMCHAK CHRISTOPHER	- Individual
2:		2: TIMCHAK AMANDA	- Individual

#### Property

Additional Properties on Continuation page

Street Address: 61 OSBORN ROAD	Tax Designation: 146.17-3-75
City/Town: RYE CITY	Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
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#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$3,749,940.00
Transfer Tax:	\$15,000.00
Mansion Tax:	\$37,499.40
Transfer Tax Number:	13419

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 05/25/2018 at 10:50 AM

Control Number: **581413298**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

George Grossman, Esq.  
17 Elm Place  
Rye, NY 10580



# 71 Osborn Road



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT bed  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, N.Y. IN  
THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 9832  
PAGE 301

STAT'Y CHARGE 525  
REC'ING CHARGE 6-  
FILING CHARGE 425  
GROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_

TOTAL  
16-

\$ 632,500 -  
CONSIDERATION

RECEIVED  
\$ 2530 -  
JUN 21 1990  
12829  
REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE:  
BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_  
SERIAL No. \_\_\_\_\_  
DWELLING:

1-6 UNITS  
 OVER 6 UNITS

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. 701720043 DATE RETURNED \_\_\_\_\_

EXAMINED BY  
WITNESSED BY HAND AND OFFICIAL SEAL  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

000054B000 06/21/90CPA/DE 16.00  
09:38

RECEIVED  
90 JUN 21 AM 9:17  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

RECORD AND RETURN  
Cerrato, Sweeney, Cohn,  
Stahl + Vaccaro,  
200 East Post Road, P.O. Box 351  
White Plains, N.Y. 10603  
Attn: William M. Joyce, Esq



R02495096



DED2

36



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 3 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 9.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 6.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 11123  
PAGE : 47

REC'D TAX ON ABOVE MTGE:  
YONKERS \$ \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

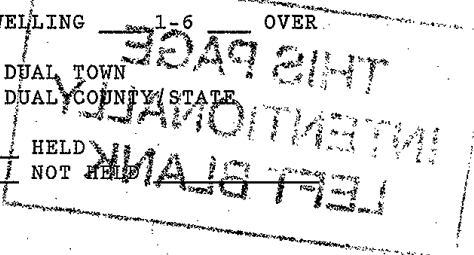
THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
50.00

\$ 795000.00  
CONSIDERATION

RECEIVED:  
TAX AMOUNT \$ 3180.00  
TRANSFER TAX# 0012149

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER  
- DUAL TOWN  
- DUAL COUNTY/STATE  
- HELD  
- NOT HELD



TITLE COMPANY NUMBER: \_\_\_\_\_

EXAMINED BY MAC2

TERMINAL CTRL# 95096R024

DATE RETURNED \_\_\_\_\_

088867B000 04/06/95CPA/DE 50.00  
10:09

I HEREBY CERTIFY THAT THE ABOVE  
INFORMATION FEES AND TAXES ARE  
CORRECT  
WITNESS MY HAND AND OFFICIAL SEAL  
  
*Leonard N. Spano*  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*532753459DED0017\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Thoroughbred Title Services, LLC	Phone:	914-644-6100
Address 1:	800 Westchester Avenue	Fax:	914-644-6159
Address 2:	Suite S434	Email:	contactus@thoroughbredtitleservices.co
City/State/Zip:	Rye Brook NY 10573	Reference for Submitter:	TTS-30422-Morell

#### Document Details

Control Number:	<b>532753459</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2013100200218001003	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1:	MORELL MARK J - Individual	1:	CALACCI RICHARD A - Individual
2:	MORELL BROOKE H - Individual	2:	BOES HELEN K - Individual

#### Property

Additional Properties on Continuation page

Street Address:	71 OSBORN ROAD	Tax Designation:	146.17-3-74
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,835,000.00
Transfer Tax:	\$7,340.00
Mansion Tax:	\$18,350.00
Transfer Tax Number:	4655

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 11/12/2013 at 04:01 PM

Control Number: **532753459**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**THOROUGHbred TITLE SERVICES**  
**800 WESTCHESTER AVENUE**  
**SUITE S434**  
**RYE BROOK, NY 10573**  
**Attn: RECORDING DEPT.**

# 81 Osborn Road



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DCD  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, N.Y. IN THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 9580  
PAGE 19

STAT'Y CHARGE 5  
REC'ING CHARGE 6  
FILING CHARGE \_\_\_\_\_  
CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_

TOTAL  
11

\$ 856100  
CONSIDERATION

RECEIVED  
\$ 3426  
JUL 14 1989  
REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

15683

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE:  
BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_  
SERIAL No. \_\_\_\_\_  
DWELLING:

1-6 UNITS  
 OVER 6 UNITS

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. 89195K059 DATE RETURNED \_\_\_\_\_

EXAMINED BY \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

RECEIVED  
89 JUL 14 P. 12 08  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

0008728000 07/14/89CPA/DE 11.00  
12:16

RECORD AND RETURN

LIBER 9965 PAGE 222



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

ADDITIONAL COMMENTS

RECORD AND RETURN  
Thatcher, Proffitt & Wood, Esqs  
11 Martine Avenue  
White Plains, N.Y. 10606  
Attn: Gerald O. Hjertson, Esq  
TITLE COMPANY NUMBER L13488

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, N.Y. IN  
THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 9965  
PAGE 220

STAT'Y CHARGE 521  
REC'ING CHARGE 6  
REC. MGT. FUND 421

CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_

TOTAL  
16

\$ 860,000  
CONSIDERATION

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_

EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE: \_\_\_\_\_

BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

SERIAL No. \_\_\_\_\_

DWELLING:  1-6  OVER

RECEIVED  
\$ 3440  
JAN 18 1991  
6279

REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

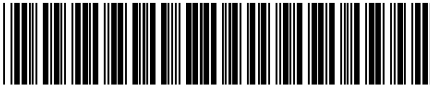
RECEIVED  
91 JAN 18 AM 11:50  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL No. 41018/04 DATE RETURNED \_\_\_\_\_

EXAMINED BY  
WITNESS BY HAND AND OFFICIAL SEAL  
*Andrew J. Spano*  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

000067B000 01/18/91CFA/DE 16.00  
11:54

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.



\*472560381DED1\*

Control Number  
**472560381**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT: **DED - DEED**  
FEE PAGES: **5**            TOTAL PAGES: **5**

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$120.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$750,000.00
TAX PAID	\$0.00
TRANSFER TAX #	2020

SERIAL NUMBER:  
DWELLING:

**RECORDING DATE: 9/18/2007**  
TIME: 13:53:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

TAXES PAID IN ALBANY

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. IDONI  
WESTCHESTER COUNTY CLERK

Record & Return to:  
LAURIS G L RALL  
81 OSBORNE RD

RYE, NY 10580



The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*521923573DED0011\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	David Chesnut, Future Title Company, Inc.	Phone:	914-666-7770
Address 1:	Attn: Mary K. Rasamny	Fax:	914-666-7767
Address 2:	37 West Main Street	Email:	ftc@futuretitleco.com
City/State/Zip:	Mount Kisco NY 10549	Reference for Submitter:	6288

#### Document Details

Control Number:	<b>521923573</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2012071000242001001	Document Page Count:	<b>2</b>
		Total Page Count:	<b>3</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1:	RALL LAURIS G - Individual	1:	MCLAUGHLIN MICHAEL L - Individual
2:		2:	MCLAUGHLIN SYLVIA H - Individual

#### Property

Additional Properties on Continuation page

Street Address:	81 OSBORN ROAD	Tax Designation:	146.17-3-73
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$15.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$185.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,682,500.00
Transfer Tax:	\$6,730.00
Mansion Tax:	\$16,825.00
Transfer Tax Number:	43896

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/31/2012 at 02:22 PM

Control Number: **521923573**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**GEORGE GROSSMAN, ESQ.**  
**14 ELM PLACE**  
**RYE, NY 10580**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*571583381DED0015\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Future Title Agency, Inc. Phone: 914-666-7770  
 Address 1: Attn: Mary E. Rasamny Fax: 914-666-7767  
 Address 2: 280 North Bedford Rd., Suite 307 Email: ftc@futuretitleco.com  
 City/State/Zip: Mount Kisco NY 10549 Reference for Submitter: McLaughlin

#### Document Details

Control Number: **571583381** Document Type: **Deed (DED)**  
 Package ID: 2017060700232001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: MCLAUGHLIN MICHAEL L - Individual 1: KELLER ANDREW J - Individual  
 2: MCLAUGHLIN SYLVIA H - Individual 2: KELLER HELEN S - Individual

#### Property

Additional Properties on Continuation page

Street Address: 81 OSBORN ROAD Tax Designation: 146.17-3-73  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$2,700,000.00  
 Transfer Tax: \$10,800.00  
 Mansion Tax: \$27,000.00  
 Transfer Tax Number: 15297

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/27/2017 at 12:00 PM

Control Number: **571583381**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Patricia S. Rafter, Esq.  
 14 Elm Place  
 Rye, NY 10580

# 97 Osborn Road



WESTCHESTER COUNTY CLERK RECORDING PAGE  
(THIS PAGE IS PART OF THE INSTRUMENT)

LIBER 8713 PAGE 240

TYPE OF INSTRUMENT D&D DATE \_\_\_\_\_  
 STATUTORY CHARGE 5 MTGE AMT \_\_\_\_\_  
 RECORDING CHARGE 12 EXEMPT YES \_\_\_ NO \_\_\_  
 FILING CHARGE 1 REC'D TAX ON ABOVE MTGE \_\_\_\_\_  
 CROSS REFERENCE \_\_\_\_\_ BASIC \$ \_\_\_\_\_  
 CERT/RECEIPT \_\_\_\_\_ ADDITIONAL \$ \_\_\_\_\_  
 SUBTOTAL \$ \_\_\_\_\_  
 SPECIAL \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_  
 SERIAL NO \_\_\_\_\_

RECEIVED  
WESTCHESTER COUNTY CLERK

JAN 27 9 31 AM '87

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CONSID 537,000

RECEIVED  
\$ 2148  
REAL ESTATE  
JAN 27 1987  
TRANSFER TAX  
WESTCHESTER  
COUNTY

11301

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL NO 87027011 TRANSFER FEES NO \_\_\_\_\_ DATE RET'D \_\_\_\_\_

1466B001 01/27/87CPA 18.00

		SECTION _____ BLOCK _____ LOT _____ VILLAGE _____ TOWN _____ COUNTY _____ RECORD AND RETURN TO: _____
--	--	---

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
 THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE  
 TOWN  CITY OF Rye COUNTY OF WESTCHESTER  
 N.Y. A TRUE COPY OF THE ORIGINAL Deed RECORDED  
 IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF  
 WESTCHESTER COUNTY ON Jan. 27, 1987 AT 9:31a M. IN  
 LIBER 8713 PAGE 236 IN THE BOOK OF Deeds  
 WITNESS MY HAND AND OFFICIAL SEAL:  
Andrew Spano  
 ANDREW J. SPANO, COUNTY CLERK



\*K02197181\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 5 TOTAL PAGES 5  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>15.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>5.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	_____

MORTGE. DATE	_____
MORTGE. AMT	_____
EXEMPT	YES ___ NO ___

LIBER: 11754  
PAGE : 93

REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ _____
BASIC	\$ _____
ADDITIONAL	\$ _____
SUBTOTAL	\$ _____
MTA	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
55.00

\$ 950000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING \_\_\_ 1-6 \_\_\_ OVER

RECEIVED:  
TAX AMOUNT \$ 3800.00  
TRANSFER TAX# 0017006

\_\_\_ DUAL TOWN  
\_\_\_ DUAL COUNTY/STATE  
\_\_\_ HELD  
\_\_\_ NOT HELD \_\_\_\_\_

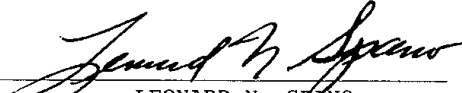
TITLE COMPANY NUMBER: 01

EXAMINED BY LLH6 RECORDING DATE 06/30/97

TERMINAL CTRL# 97181K021 TIME 14:50

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL



LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK



\*400820176DEDH\*

Control Number <b>400820176</b>	WIID Number <b>2000082-000083</b>	Instrument Type <b>DED</b>
------------------------------------	--------------------------------------	-------------------------------



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED  
 FEE PAGES 4 TOTAL PAGES 4

**RECORDING FEES**

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$4.75
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$52.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$1,200,000.00
TAX PAID	\$16,800.00
TRANSFER TAX #	12164

SERIAL NUMBER  
DWELLING

**RECORDING DATE** 04/18/2000  
**TIME** 07:50:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to:  
**Future title Co. Inc.**  
**59 South Greeley Ave.**  
**Chappaqua, NY 10514**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*610063362DED002R\*

**Westchester County Recording & Endorsement Page**

**Submitter Information**

Name: Future Title Agency, Inc. Phone: 914-666-7770  
 Address 1: Attn: David Chesnut Fax: 914-666-7767  
 Address 2: 280 North Bedford Rd., Suite 307 Email: ftc@futuretitleco.com  
 City/State/Zip: Mount Kisco NY 10549 Reference for Submitter: 8438

**Document Details**

Control Number: **610063362** Document Type: **Deed (DED)**  
 Package ID: 2021010600171001002 Document Page Count: **3** Total Page Count: **4**

**Parties**

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: MACDONALD ROBERT C - Individual 1: VELASQUEZ JACK - Individual  
 2: LANSKY ALEXANDRA S - Individual 2: VELASQUEZ KATE - Individual

**Property**

Additional Properties on Continuation page

Street Address: 97 OSBORN ROAD Tax Designation: 146.17-3-71  
 City/Town: RYE CITY Village:

**Cross-References**

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

**Supporting Documents**

1: RP-5217 2: TP-584

**Recording Fees**

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 RPL 291 Notice Fee: \$10.00  
 Total Recording Fees Paid: **\$200.00**

**Mortgage Taxes**

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

**Transfer Taxes**

Consideration: \$2,435,000.00  
 Transfer Tax: \$9,740.00  
 Mansion Tax: \$24,350.00  
 Transfer Tax Number: 23821

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/21/2021 at 12:29 PM

Control Number: **610063362**

Witness my hand and official seal

Timothy C. Idoni  
 Westchester County Clerk

**Record and Return To**

Pick-up at County Clerk's office

George Grossman, Esq.  
 17 Elm Place  
 Rye, NY 10580

# 111 Osborn Road





WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

ADDITIONAL COMMENTS

RECORD AND RETURN  
TITLE COMPANY NUMBER

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DES  
(SEE CODES FOR DEFINITIONS)

- THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, N.Y. IN THE
- 02 TOWN OF BEDFORD
  - 06 TOWN OF CORTLANDT
  - 09 TOWN OF EASTCHESTER
  - 11 TOWN OF GREENBURGH
  - 12 TOWN OF HARRISON
  - 16 TOWN OF LEWISBORO
  - 17 TOWN OF MAMARONECK
  - 19 TOWN OF MT. KISCO
  - 20 TOWN OF MT. PLEASANT
  - 21 CITY OF MT. VERNON
  - 22 TOWN OF NEW CASTLE
  - 23 CITY OF NEW ROCHELLE
  - 24 TOWN OF NORTH CASTLE
  - 26 TOWN OF NORTH SALEM
  - 28 TOWN OF OSSINING
  - 30 CITY OF PEEKSKILL
  - 31 TOWN OF PELHAM
  - 35 TOWN OF POUND RIDGE
  - 36 CITY OF RYE
  - 37 TOWN OF RYE
  - 38 TOWN OF SCARSDALE
  - 39 TOWN OF SOMERS
  - 42 CITY OF WHITE PLAINS
  - 43 CITY OF YONKERS
  - 44 TOWN OF YORKTOWN

LIBER 9860  
PAGE 147

STAT'Y CHARGE 5.25  
REC'ING CHARGE 6  
REC. MGT. FUND 4.75  
CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_

TOTAL  
16

\$ 475000  
CONSIDERATION

RECEIVED  
\$ 1900  
JUL 30 1990  
14451

REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE: \_\_\_\_\_

BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

SERIAL No. \_\_\_\_\_  
DWELLING:  1-6  OVER

DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

RECEIVED  
30 JUL 30 AM 10:29  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL No. 90211007 DATE RETURNED

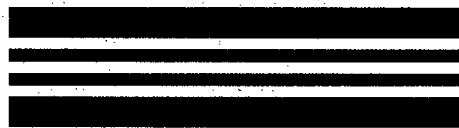
EXAMINED BY  
WITNESS BY HAND AND OFFICIAL SEAL  
*Andrew J. Spano*  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

0000548000 07/30/90CRA/DE 16.00  
10:46

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.



N04192104



DED2

36



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 3 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 9.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 6.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 10270  
PAGE : 107

REC'D TAX ON ABOVE MTGE:  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

TOTAL  
50.00

\$ 525000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 2100.00  
TRANSFER TAX# 0009999

   DUAL TOWN  
   DUAL COUNTY/STATE  
   HELD  
   NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: \_\_\_\_\_

EXAMINED BY DKL1

TERMINAL CTRL# 92104N041

DATE RETURNED \_\_\_\_\_

0000838000 04/13/92CFA/DE 50.00  
14:28

I HEREBY CERTIFY THAT THE ABOVE  
INFORMATION FEES AND TAXES ARE  
CORRECT  
WITNESS MY HAND AND OFFICIAL SEAL  
  
*Andrew J. Spano*  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK



\*K02698061\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 12.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 5.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_ NO \_\_\_

LIBER: 11936  
PAGE : 279

REC'D TAX ON ABOVE MTGE:  
YONKERS \$ \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_  
=====

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
52.00

\$ 655000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 2620.00  
TRANSFER TAX# 0010738

DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY LLH6 RECORDING DATE 03/02/98

TERMINAL CTRL# 98061K026 TIME 15:14

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL  
  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK



\*440361116DEDF\*

Control Number <b>440361116</b>	WIID Number <b>2004036-000433</b>	Instrument Type <b>DED</b>
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**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

\*\*\* DO NOT REMOVE \*\*\*

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 5

TOTAL PAGES 5

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$50.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$95.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$1,625,000.00
TAX PAID	\$22,750.00
TRANSFER TAX #	5947

SERIAL NUMBER  
DWELLING

RECORDING DATE	03/22/2004
TIME	11:18:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to: ALAN PILLA 107 LAKE AVE TUCKAHOE, NY 10709
---

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*501963042DED001U\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Thoroughbred Title Services, LLC	Phone:	914-644-6100
Address 1:	800 Westchester Avenue	Fax:	914-644-6159
Address 2:	Suite S434	Email:	vesposito@thoroughbredtitleservices.co
City/State/Zip:	Rye Brook NY 10573	Reference for Submitter:	20883-Pritchard

#### Document Details

Control Number:	<b>501963042</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2010071500020001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: ROOT ANDREW	- Individual	1: PRITCHARD ROBERT	- Individual
2: ROOT TARA	- Individual	2: BREITENBACH LAURA	- Individual

#### Property

Additional Properties on Continuation page

Street Address:	111 OSBORN ROAD	Tax Designation:	146.17-3-69
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
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#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,810,000.00
Transfer Tax:	\$7,240.00
Mansion Tax:	\$18,100.00
Transfer Tax Number:	15

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/02/2010 at 08:27 AM

Control Number: **501963042**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Thoroughbred Title Services, LLC  
 800 Westchester Avenue  
 Suite S434  
 Rye Brook, NY 10573  
 Attn: Vincent Esposito

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*582683389DED003G\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Future Title Agency, Inc.	Phone: 914-666-7770
Address 1: Attn: Mary E. Rasamny	Fax: 914-666-7767
Address 2: 280 North Bedford Rd., Suite 307	Email: ftc@futuretitleco.com
City/State/Zip: Mount Kisco NY 10549	Reference for Submitter: Pritchard-Martin

### Document Details

Control Number: <b>582683389</b>	Document Type: <b>Deed (DED)</b>	Total Page Count: <b>6</b>
Package ID: 2018092500202001004	Document Page Count: <b>4</b>	

### Parties

<b>1st PARTY</b>		<input checked="" type="checkbox"/> Additional Parties on Continuation page
1: PRITCHARD ROBERT - Individual	1: PLUMMER SEAN S - Individual	<b>2nd PARTY</b>
2: MARTIN LAURA - Individual	2: PLUMMER CATHERINE L - Individual	

### Property

Street Address: 111 OSBORN ROAD	<input type="checkbox"/> Additional Properties on Continuation page
City/Town: RYE CITY	Tax Designation: 146.17-3-69
	Village:

### Cross-References

1:	2:	3:	4:	<input type="checkbox"/> Additional Cross-Refs on Continuation page
----	----	----	----	---

### Supporting Documents

1: RP-5217      2: TP-584

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$25.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$195.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>
Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

#### Transfer Taxes

Consideration:	\$2,123,000.00
Transfer Tax:	\$3,538.00
Mansion Tax:	\$21,230.00
Transfer Tax Number:	5276

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 11/19/2018 at 11:28 AM

Control Number: **582683389**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

Pick-up at County Clerk's office

**George Grossman, Esq.**  
17 Elm Place  
Rye, NY 10580

# 115 Osborn Road

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*581453187DED0016\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: CSC Ingeo Phone: 855-200-1150  
 Address 1: 919 North 1000 West Fax: 435-755-7025  
 Address 2: Email: csc-help@cscinfo.com  
 City/State/Zip: Logan UT 84321 Reference for Submitter: 10321768-CSC Ingeo

#### Document Details

Control Number: **581453187** Document Type: **Deed (DED)**  
 Package ID: 2018062500063001000 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: ANNE DONNELLY TRUST - Other 1: 61 GRANDVIEW DEVELOPMENT LLC - Other  
 2: DONNELLY ANNE G - Individual 2:

#### Property

Additional Properties on Continuation page

Street Address: 115 OSBORN ROAD Tax Designation: 146.17-3-68  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,202,000.00  
 Transfer Tax: \$4,808.00  
 Mansion Tax: \$12,020.00  
 Transfer Tax Number: 14845

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/25/2018 at 12:03 PM

Control Number: **581453187**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

James Marsico, Esq.  
 2500 Westchester Avenue  
 Suite 109  
 Purchase, NY 10577



The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*591233364DED0020\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	CATIC Title Insurance Company	Phone:	914-418-9847
Address 1:	660 White Plains Road, Suite 570	Fax:	833-329-2228
Address 2:		Email:	nyrecordings@CaticTitle.com
City/State/Zip:	Tarrytown NY 10591	Reference for Submitter:	1615

#### Document Details

Control Number:	<b>591233364</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2019050300167001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1:	61 GRANDVIEW DEVELOPMENT LLC	- Other	1:	JANSEVANRENSBURG FRASER	- Individual
2:			2:	JANSEVANRENSBURG CHEVAUN	- Individual

#### Property

Additional Properties on Continuation page

Street Address:	115 OSBORN ROAD	Tax Designation:	146.17-3-68
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:		2:		3:		4:	
----	--	----	--	----	--	----	--

#### Supporting Documents

1:	RP-5217	2:	TP-584
----	---------	----	--------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$3,212,852.00
Transfer Tax:	\$12,852.00
Mansion Tax:	\$32,128.52
Transfer Tax Number:	12320

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 05/09/2019 at 02:22 PM

Control Number: **591233364**

Witness my hand and official seal

Timothy C. Idroni  
Westchester County Clerk

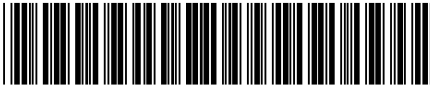
#### Record and Return To

Pick-up at County Clerk's office

Randie Paterno, P.C.  
16 School Street, Suite D

Rye Brook, NY 10580  
Attn: Randie Paterno, Esq.

**125 Osborn Road**



\*452850317DED1\*

Control Number  
**452850317**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

**\*\*\* DO NOT REMOVE \*\*\***

**THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:**

**TYPE OF INSTRUMENT: DED - DEED**

**FEE PAGES: 5                      TOTAL PAGES: 5**

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$120.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$850,000.00
TAX PAID	\$3,400.00
TRANSFER TAX #	3924

**SERIAL NUMBER:**

**DWELLING:**

**RECORDING DATE: 10/24/2005**

**TIME: 17:06:00**

**THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE**

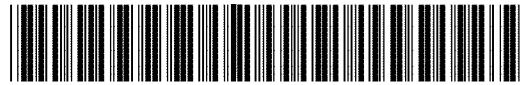
WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to:  
**JOHN P. GARDNER, ESQ.**  
**14 ELM PLACE**

**RYE, NY 10580**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*542113238DED002T\*

**Westchester County Recording & Endorsement Page**

**Submitter Information**

Name: Judicial Title Insurance- PICK UP Phone: 914-381-6700  
 Address 1: 800 Westchester Avenue Fax: 914-381-6785  
 Address 2: Email: ltriglia@judicialtitle.com  
 City/State/Zip: Rye Brook NY 10573 Reference for Submitter: J 117549 kn

**Document Details**

Control Number: **542113238** Document Type: **Deed (DED)**  
 Package ID: 2014073000095001001 Document Page Count: **3** Total Page Count: **4**

**Parties**

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: PICKUP LESLIE B - Individual 1: SLATTERY JAMES F - Individual  
 2: PICKUP SCOTT D - Individual 2: SLATTERY ANNE K - Individual

**Property**

Additional Properties on Continuation page

Street Address: 125 OSBORN ROAD Tax Designation: 146.17-3-67  
 City/Town: RYE CITY Village:

**Cross-References**

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

**Supporting Documents**

1: RP-5217 2: TP-584

**Recording Fees**

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

**Mortgage Taxes**

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

**Transfer Taxes**

Consideration: \$1,175,000.00  
 Transfer Tax: \$4,700.00  
 Mansion Tax: \$11,750.00  
 Transfer Tax Number: 776

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/18/2014 at 10:39 AM

Control Number: **542113238**

Witness my hand and official seal

Timothy C. Idroni  
 Westchester County Clerk

**Record and Return To**

Pick-up at County Clerk's office

THE JUDICIAL TITLE INSURANCE AGENCY LLC  
 800 WESTCHESTER AVENUE  
 SUITE S340  
 RYE BROOK, NY 10573

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*603653527DED0021\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Future Title Agency, Inc. Phone: 914-666-7770  
 Address 1: Attn: David Chesnut Fax: 914-666-7767  
 Address 2: 280 North Bedford Rd., Suite 307 Email: ftc@futuretitleco.com  
 City/State/Zip: Mount Kisco NY 10549 Reference for Submitter: Slattery Sale

#### Document Details

Control Number: **603653527** Document Type: **Deed (DED)**  
 Package ID: 2020123000179001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: SLATTERY JAMES F	- Individual	1: SIBSON DUNCAN W	- Individual
2: SLATTERY ANNE K	- Individual	2: SIBSON KATHERINE W	- Individual

#### Property

Additional Properties on Continuation page

Street Address: 125 OSBORN ROAD Tax Designation: 146.17-3-67  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
RPL 291 Notice Fee:	\$10.00
<b>Total Recording Fees Paid:</b>	<b>\$200.00</b>

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
**Total Mortgage Tax: \$0.00**

#### Transfer Taxes

Consideration: \$1,456,026.00  
 Transfer Tax: \$5,826.00  
 Mansion Tax: \$14,560.26  
 Transfer Tax Number: 23813

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/21/2021 at 12:20 PM

Control Number: **603653527**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

George Grossman, Esq.  
 17 Elm Place  
 Rye, NY 10580

**136 Osborn Road**



WESTCHESTER COUNTY CLERK RECORDING PAGE  
(THIS PAGE IS PART OF THE INSTRUMENT)

RECEIVED  
WESTCHESTER COUNTY CLERK  
1985 OCT -1 AM 9 06

TYPE OF INSTRUMENT DEED DATE \_\_\_\_\_  
STATUTORY CHARGE 5 HTGE AMT \_\_\_\_\_  
RECORDING CHARGE 6 EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
FILING CHARGE 1 REC'D TAX ON ABOVE HTGE \_\_\_\_\_  
CROSS REFERENCE \_\_\_\_\_ BASIC \$ \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_ ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_  
SERIAL NO \_\_\_\_\_

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORD
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CONSTO 390.000.00

RECEIVED  
REAL ESTATE  
OCT - 1 1985  
TRANSFER TAX  
WESTCHESTER  
COUNTY

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL NO 85274006 TRANSFER FEES NO \_\_\_\_\_ DATE RET'D \_\_\_\_\_

65465

00020001 12.00

		SECTION _____ BLOCK _____ LOT _____ VILLAGE _____ TOWN _____ COUNTY _____ RECORD AND RETURN TO: _____
--	--	---

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
 THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE  
 TOWN  CITY OF RYE, COUNTY OF WESTCHESTER  
 N.Y. A TRUE COPY OF THE ORIGINAL DEED RECORDED  
 IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF  
 WESTCHESTER COUNTY ON OCT. 1, 1985 AT 9:06A M. IN  
 LIBER 8226 PAGE 205 IN THE BOOK OF Deeds  
 WITNESS MY HAND AND OFFICIAL SEAL: Andrew J. Spano  
 ANDREW J. SPANO, COUNTY CLERK



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

LIBER 9162 PAGE 39

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, N.Y. IN THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 9162  
PAGE 37

STAT'Y CHARGE 5-

REC'ING CHARGE 6-

FILING CHARGE 1-

CROSS REFERENCE \_\_\_\_\_

CERT/RECEIPT \_\_\_\_\_

TOTAL 12-

\$ 467,800-  
CONSIDERATION

RECEIVED  
\$ 1870-

APR 13 1988

REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

MORTGGE. DATE \_\_\_\_\_

MORTGGE. AMOUNT \_\_\_\_\_

EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE:

BASIC \$ \_\_\_\_\_

ADDTL \$ \_\_\_\_\_

SUBTOTAL \$ \_\_\_\_\_

SPECIAL \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

SERIAL No. \_\_\_\_\_

DWELLING:  
 1-6 UNITS  
 OVER 6 UNITS

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. 887045016 DATE RETURNED

EXAMINED BY C  
WITNESS MY HAND AND OFFICIAL SEAL  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED ABOVE IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

000065B000 04/13/88CPA/DE 12.00  
11:55

RECEIVED  
WESTCHESTER COUNTY CLERK  
APR 13 12 50 PM '88

RECORD AND RETURN



The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*591773460DED0016\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Thoroughbred Title Services, LLC	Phone:	914-644-6100
Address 1:	800 Westchester Avenue	Fax:	914-644-6159
Address 2:	Suite S434	Email:	recording@thoroughbredtitleservices.co
City/State/Zip:	Rye Brook NY 10573	Reference for Submitter:	40352 Cognetti

#### Document Details

Control Number:	<b>591773460</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2019062600219001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

<b>1st PARTY</b>		<input type="checkbox"/> Additional Parties on Continuation page			
		<b>2nd PARTY</b>			
1:	OCALLAGHAN ANTHONY J	- Individual	1:	COGNETTI MATTHEW M	- Individual
2:	OCALLAGHAN PATRICIA J	- Individual	2:	CARTER ALISON E	- Individual

#### Property

Street Address:	136 OSBORN ROAD	Tax Designation:	146.17-1-3
City/Town:	RYE CITY	Village:	

#### Cross-References

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,520,000.00
Transfer Tax:	\$6,080.00
Mansion Tax:	\$15,200.00
Transfer Tax Number:	16298

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/31/2019 at 10:28 AM

Control Number: **591773460**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Thoroughbred Title Services, LLC**  
**800 Westchester Avenue**  
**Suite S-514**  
**Rye Brook, NY 10573**

# 1 Coolidge Avenue



\*K06099281\*



\*DED2\*

36



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 12.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 5.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

TOTAL PAID  
52.00

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES NO  
REC'D TAX ON ABOVE MTGE:  
YONKERS \$ \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

LIBER: 12397  
PAGE: 176

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

\$ 419000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 NOT 1-6  
DUAL TOWN \_\_\_\_\_  
DUAL COUNTY/STATE \_\_\_\_\_

RECEIVED:  
TAX AMOUNT \$ 1676.00  
TRANSFER TAX# 0003794

HELD \_\_\_\_\_  
NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY LLH6 RECORDING DATE 10/08/99

TERMINAL CTRL# 99281K060 TIME 10:34  
DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL  
*Leonard N. Spano*  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

*S*

# 2 Coolidge Avenue



WESTCHESTER COUNTY CLERK RECORDING PAGE  
(THIS PAGE IS PART OF THE INSTRUMENT)

LIBER 8429 PAGE 163

TYPE OF INSTRUMENT DED DATE \_\_\_\_\_  
 STATUTORY CHARGE 5 MTGE AMT \_\_\_\_\_  
 RECORDING CHARGE 9 EXEMPT YES \_\_\_ NO \_\_\_  
 FILING CHARGE 1 REC'D TAX ON ABOVE MTGE  
 CROSS REFERENCE \_\_\_\_\_ BASIC \$ \_\_\_\_\_  
 CERT/RECEIPT \_\_\_\_\_ ADDITIONAL \$ \_\_\_\_\_  
 SUBTOTAL \$ \_\_\_\_\_  
 SPECIAL \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_  
 SERIAL NO \_\_\_\_\_

RECEIVED  
WESTCHESTER COUNTY CLERK  
MAY 8 9 31 AM '86

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CNSID 272,500

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

RECEIVED  
\$ 1090  
REAL ESTATE  
MAY - 8 1986  
TRANSFER TAX  
WESTCHESTER  
COUNTY

TERMINAL NO \_\_\_\_\_ TRANSFER FEES NO \_\_\_\_\_ DATE RET'D \_\_\_\_\_

86128R036

35093

0446B001 05/08/86CPA

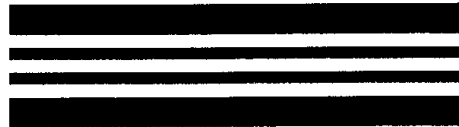
15.00

		SECTION _____ BLOCK _____ LOT _____ VILLAGE _____ TOWN _____ COUNTY _____ RECORD AND RETURN TO: _____
--	--	---

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
 THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE  
 TOWN  CITY OF RYE, COUNTY OF WESTCHESTER  
 N.Y. A TRUE COPY OF THE ORIGINAL DEED RECORDED  
 IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF  
 WESTCHESTER COUNTY ON MAY 8, 1986 AT 9:31A M. IN  
LIBER 8429 PAGE 160 IN THE BOOK OF Deeds  
 WITNESS MY HAND AND OFFICIAL SEAL: Andrew J. Spano  
 ANDREW J. SPANO, COUNTY CLERK



\*K03097031\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 12.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 5.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 11649  
PAGE : 245

REC'D TAX ON ABOVE MTGE:  
YONKERS \$ \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
52.00

\$ 400000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER  
\_ DUAL TOWN  
\_ DUAL COUNTY/STATE  
\_ HELD  
\_ NOT HELD \_\_\_\_\_

RECEIVED:  
TAX AMOUNT \$ 1600.00  
TRANSFER TAX# 0010233

TITLE COMPANY NUMBER: 01

EXAMINED BY LLH6 RECORDING DATE 01/31/97

TERMINAL CTRL# 97031K030 TIME 14:54

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL  
  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*551133403DED002P\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: David Chesnut, Future Title Company, Inc. Phone: 914-666-7770  
 Address 1: Attn: Mary K. Rasamny Fax: 914-666-7767  
 Address 2: 37 West Main Street Email: ftc@futuretitleco.com  
 City/State/Zip: Mount Kisco NY 10549 Reference for Submitter: Schwab

#### Document Details

Control Number: **551133403** Document Type: **Deed (DED)**  
 Package ID: 2015042300209001003 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: SCHWAB JAMES - Individual 1: HAINES CRAIG - Individual  
 2: ELLIS-SCHWAB SUSAN - Individual 2: HAINES MARY A - Individual

#### Property

Additional Properties on Continuation page

Street Address: 2 COOLIDGE AVENUE Tax Designation: 146.17-1-19  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$2,125,000.00  
 Transfer Tax: \$8,500.00  
 Mansion Tax: \$21,250.00  
 Transfer Tax Number: 11888

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/01/2015 at 11:45 AM

Control Number: **551133403**

Witness my hand and official seal

Timothy C. Idroni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Patricia S. Rafter, Esq.  
 14 Elm Place  
 Rye, NY 10580

# 15 Coolidge Avenue





G03093187



DED2

36



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 3 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 9.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 6.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 10614  
PAGE : 255

REC'D TAX ON ABOVE MTGE:  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL  
50.00

SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

\$ 372000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 1488.00  
TRANSFER TAX# 0012898

DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD

TITLE COMPANY NUMBER: \_\_\_\_\_

EXAMINED BY TDM1

TERMINAL CTRL# 93187G030

0000488000 07/06/93CPA/DE 50.00  
09:58

DATE RETURNED \_\_\_\_\_

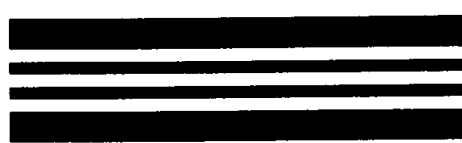
*Or*

I HEREBY CERTIFY THAT THE ABOVE  
INFORMATION FEES AND TAXES ARE  
CORRECT  
WITNESS MY HAND AND OFFICIAL SEAL  
  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

# 540 Boston Post Road



\*E00898264\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 3 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>9.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>5.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	_____

MORTGE. DATE	_____
MORTGE. AMT	_____
EXEMPT	YES ___ NO ___

LIBER: <u>12132</u>
PAGE : <u>77</u>

REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ _____
BASIC	\$ _____
ADDITIONAL	\$ _____
SUBTOTAL	\$ _____
MTA	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____
	=====

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID
49.00

\$ <u>429000.00</u>
CONSIDERATION

SERIAL NO. \_\_\_\_\_

DWELLING 1-6 OVER

DUAL TOWN

DUAL COUNTY/STATE

HELD

NOT HELD \_\_\_\_\_

RECEIVED:

TAX AMOUNT \$ 1716.00

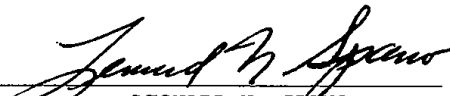
TRANSFER TAX# 0003041

TITLE COMPANY NUMBER: 01

EXAMINED BY LAN1 RECORDING DATE 09/21/98

TERMINAL CTRL# 98264E008 TIME 07:30

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

*Handwritten mark*

# 37 Colby Avenue

LIBER 8768 PAGE 12



WESTCHESTER COUNTY CLERK RECORDING PAGE  
(THIS PAGE IS PART OF THE INSTRUMENT)

TYPE OF INSTRUMENT DED DATE \_\_\_\_\_  
 STATUTORY CHARGE 5. MTGE AMT \_\_\_\_\_  
 RECORDING CHARGE 6. EXEMPT YES \_\_\_ NO \_\_\_  
 FILING CHARGE 1. REC'D TAX ON ABOVE MTGE \_\_\_\_\_  
 CROSS REFERENCE \_\_\_\_\_ BASIC \$ \_\_\_\_\_  
 CERT/RECEIPT \_\_\_\_\_ ADDITIONAL \$ \_\_\_\_\_  
 SUBTOTAL \$ \_\_\_\_\_  
 SPECIAL \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_  
 SERIAL NO \_\_\_\_\_

RECEIVED  
 WESTCHESTER COUNTY CLERK  
 MAR 18 12 54 PM '87

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CONSID 320,000.00

RECEIVED  
 \$ 1,180  
 REAL ESTATE  
 MAR 18 1987  
 TRANSFER TAX  
 WESTCHESTER  
 COUNTY

14090

ANDREW J. SPANO  
 WESTCHESTER COUNTY CLERK

TERMINAL NO 41071083 TRANSFER FEES NO \_\_\_\_\_ DATE RET'D \_\_\_\_\_

000070 000 03/10/87CPA/DE 12.00  
 13:05

		SECTION _____ BLOCK _____ LOT _____ VILLAGE _____ TOWN _____ COUNTY _____ RECORD AND RETURN TO: _____
--	--	---

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
 THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE  
 TOWN  CITY OF RYE, COUNTY OF WESTCHESTER  
 N.Y. A TRUE COPY OF THE ORIGINAL DEED RECORDED  
 IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF  
 WESTCHESTER COUNTY ON MAR. 18, 1987 AT 12:54P M. IN  
 LIBER 8768 PAGE 10 IN THE BOOK OF \_\_\_\_\_ Deeds  
 WITNESS MY HAND AND OFFICIAL SEAL:  
 \_\_\_\_\_  
 ANDREW J. SPANO, COUNTY CLERK

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*510033539DED001T\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Thoroughbred Title Services, LLC	Phone:	914-644-6100
Address 1:	800 Westchester Avenue	Fax:	914-644-6159
Address 2:	Suite S434	Email:	vesposito@thoroughbredtitleservices.co
City/State/Zip:	Rye Brook NY 10573	Reference for Submitter:	21467

#### Document Details

Control Number:	<b>510033539</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2011010300196001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1:	VERLIN RICHARD P - Individual	1:	MASCOLO PABLO - Individual
2:	VERLIN MARY - Individual	2:	MASCOLO CAROLA - Individual

#### Property

Additional Properties on Continuation page

Street Address:	37 COLBY AVENUE	Tax Designation:	146.18-1-50
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,080,000.00
Transfer Tax:	\$4,320.00
Mansion Tax:	\$10,800.00
Transfer Tax Number:	24526

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/25/2011 at 04:51 PM

Control Number: **510033539**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Thoroughbred Title Services, LLC  
 800 Westchester Avenue  
 Suite S434  
 Rye Brook, NY 10573  
 Attn: Vincent Esposito

# 39 Colby Avenue

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*542183069DED0022\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Round Hill Title Phone: 203-661-1309  
 Address 1: 32 Field Point Road Fax: 914-939-8901  
 Address 2: Email: info@roundhilltitle.com  
 City/State/Zip: Greenwich CT 06830 Reference for Submitter: BOUTON RH-14-50042

#### Document Details

Control Number: **542183069** Document Type: **Deed (DED)**  
 Package ID: 2014080600035001001 Document Page Count: **3** Total Page Count: **5**

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: BENNETT ELEANOR G	- Individual	1: BOUTON MARY A	- Individual
2: COLLEARY EILEEN	- Individual	2:	

#### Property

Additional Properties on Continuation page

Street Address: 39 COLBY AVENUE Tax Designation: 146.18-1-49  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:

Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,055,000.00
Transfer Tax:	\$4,220.00
Mansion Tax:	\$10,550.00
Transfer Tax Number:	626

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/14/2014 at 11:03 AM

Control Number: **542183069**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

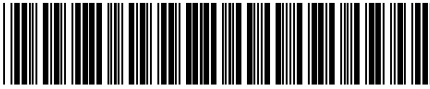
#### Record and Return To

Pick-up at County Clerk's office

Round Hill Title Agency, Inc.  
 32 Field Point Road  
 Greenwich, CT 06830



# 41 Colby Avenue



\*473470366DED1\*

Control Number  
**473470366**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT: DED - DEED  
FEE PAGES: 5            TOTAL PAGES: 5

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$120.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$835,000.00
TAX PAID	\$3,340.00
TRANSFER TAX #	6049

SERIAL NUMBER:  
DWELLING:

**RECORDING DATE: 12/21/2007**  
TIME: 10:40:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. IDONI  
WESTCHESTER COUNTY CLERK

Record & Return to:  
DONALD MAZIN ESQ  
1415 BOSTON POST RD  
  
LARCHMONT, NY 10538

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*512083151DED003Q\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: All New York Title Agency, Inc. (PICK UP BY JAMES) Phone: 914-686-5600  
 Address 1: 222 Bloomingdale Road Fax: 914-686-1440  
 Address 2: Suite 306 Email: dmcmillan@allny.com  
 City/State/Zip: White Plains NY 10605 Reference for Submitter: ANY2011-7169 - CL 7/28/2011

#### Document Details

Control Number: **512083151** Document Type: **Deed (DED)**  
 Package ID: 2011072700064001003 Document Page Count: **4** Total Page Count: **5**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: 41 COLBY AVE CORP - Other 1: AMSTUTZ ANDREW F - Individual  
 2: 2: AMSTUTZ ELLEN - Individual

#### Property

Additional Properties on Continuation page

Street Address: 41 COLBY AVENUE Tax Designation: 146.18-1-48  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$25.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$195.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,405,000.00  
 Transfer Tax: \$5,620.00  
 Mansion Tax: \$14,050.00  
 Transfer Tax Number: 32307

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/10/2011 at 06:28 PM

Control Number: **512083151**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Kelly A. Molloy, Esq.  
 44 Mitchell Place  
 Greenwich, CT 06831

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*572293184DED0015\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: STATEWIDE ABSTRACT CORP Phone: 914-683-5900  
 Address 1: 202 MAMARONECK AVENUE Fax: 914-683-5905  
 Address 2: Email: MUSAVICH@STATEWIDEA.COM  
 City/State/Zip: WHITE PLAINS NY 10601 Reference for Submitter: sa-116499

#### Document Details

Control Number: **572293184** Document Type: **Deed (DED)**  
 Package ID: 2017081000283001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: AMSTUTZ ANDREW F - Individual 1: LOBO ROGER R - Individual  
 2: AMSTUTZ ELLEN - Individual 2: LOBO ALEXANDRA B - Individual

#### Property

Additional Properties on Continuation page

Street Address: 41 COLBY AVE Tax Designation: 146.18-1-48  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$1,642,000.00  
 Transfer Tax: \$6,568.00  
 Mansion Tax: \$16,420.00  
 Transfer Tax Number: 1213

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/22/2017 at 10:41 AM

Control Number: **572293184**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

STATEWIDE ABSTRACT CORP  
 202 MAMARONECK AVENUE

WHITE PLAINS, NY 10601

# 19 Franklin Avenue



P01193229



DED2

36



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 3 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 9.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 6.00  
GROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 10648  
PAGE : 319

REC'D TAX ON ABOVE MTGE:  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

TOTAL PAID  
50.00

\$ 350000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 1400.00  
TRANSFER TAX# 0000707

DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: \_\_\_\_\_

EXAMINED BY EM1

000045B000 08/17/93CPA/DE 50.00  
18:09

TERMINAL CTRL# 93229P011

DATE RETURNED \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE  
INFORMATION FEES AND TAXES ARE  
CORRECT  
WITNESS MY HAND AND OFFICIAL SEAL  
  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

**35 Franklin Avenue**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*600283251DED001R\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	CATIC Title Insurance Company	Phone:	914-418-9847
Address 1:	660 White Plains Road, Suite 570	Fax:	833-329-2228
Address 2:		Email:	nyrecordings@CaticTitle.com
City/State/Zip:	Tarrytown NY 10591	Reference for Submitter:	2310

#### Document Details

Control Number:	<b>600283251</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2020012800121001001	Document Page Count:	<b>4</b>
		Total Page Count:	<b>5</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1:	ARMAS THEODORE - Individual	1:	ORR SARAH E G - Individual
2:	ARMAS CAROL - Individual	2:	

#### Property

Additional Properties on Continuation page

Street Address:	35 FRANKLIN AVE	Tax Designation:	146-18-1-72
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$25.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$195.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,600,000.00
Transfer Tax:	\$6,400.00
Mansion Tax:	\$16,000.00
Transfer Tax Number:	9446

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 02/21/2020 at 03:04 PM

Control Number: **600283251**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Becky Sena, Esq.**  
**16 School Street**  
**Suite 101**  
**RYE, NY 10580**



**45 Franklin Avenue**



WESTCHESTER COUNTY CLERK RECORDING PAGE  
(THIS PAGE IS PART OF THE INSTRUMENT)

TYPE OF INSTRUMENT DED DATE \_\_\_\_\_  
 STATUTORY CHARGE 5 MTGE AMT \_\_\_\_\_  
 RECORDING CHARGE 6 EXEMPT YES \_\_\_ NO \_\_\_  
 FILING CHARGE 1 REC'D TAX ON ABOVE MTGE  
 CROSS REFERENCE \_\_\_\_\_ BASIC \$ \_\_\_\_\_  
 CERT/RECEIPT \_\_\_\_\_ ADDITIONAL \$ \_\_\_\_\_  
 SUBTOTAL \$ \_\_\_\_\_  
 SPECIAL \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_  
 SERIAL NO \_\_\_\_\_

RECEIVED  
WESTCHESTER COUNTY CLERK  
AUG 27 1 53 PM '86

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CONSID 366,000

RECEIVED  
\$ 1464  
REAL ESTATE  
AUG 27 1986  
TRANSFER TAX  
WESTCHESTER  
COUNTY

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL NO 80239105 TRANSFER FEES NO \_\_\_\_\_ DATE RET'D \_\_\_\_\_

1612R001\_08/27/86CPA 12.00

SECTION	BLOCK	LOT	VILLAGE	TOWN	COUNTY				
RECORD AND RETURN TO:									

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
 THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE  
 TOWN  CITY OF RYE, COUNTY OF WESTCHESTER  
 N.Y. A TRUE COPY OF THE ORIGINAL \_\_\_\_\_ DEED \_\_\_\_\_ RECORDED  
 IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF  
 WESTCHESTER COUNTY ON AUG. 27, 1986 AT 1:53P M. IN  
 LIBER 8537 PAGE 94 IN THE BOOK OF \_\_\_\_\_ Deeds  
 WITNESS MY HAND AND OFFICIAL SEAL: Andrew Spano  
 ANDREW J. SPANO, COUNTY CLERK



\*D7691228\*

LIBER 10100 PAGE 176



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

ADDITIONAL COMMENTS

RECORD AND RETURN  
TITLE COMPANY NUMBER

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, N.Y. IN THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 10100  
PAGE 176

STAT'Y CHARGE 525  
REC'ING CHARGE 12-  
REC. MGT. FUND 425  
CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT 25-

TOTAL  
47-

\$ 380,000-  
CONSIDERATION

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE: \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

RECEIVED  
\$ 1520-  
AUG 18 1991  
REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

SERIAL No. \_\_\_\_\_  
DWELLING:  1-6  OVER  
 DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

RECEIVED  
AUG 15 AM 8:58  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL No. 41238 M076 DATE RETURNED

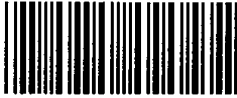
EXAMINED BY AS  
WITNESS MY HAND AND OFFICIAL SEAL  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

000018B000 08/16/91CPA/DE 47.00  
09:03

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.



\*N00798147\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>12.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>5.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	_____

MORTGE. DATE	_____
MORTGE. AMT	_____
EXEMPT	YES ___ NO ___

LIBER: 12000  
PAGE : 46

REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ _____
BASIC	\$ _____
ADDITIONAL	\$ _____
SUBTOTAL	\$ _____
MTA	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
52.00

\$ 550000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_

DWELLING    1-6    OVER

   DUAL TOWN  
   DUAL COUNTY/STATE

   HELD  
   NOT HELD \_\_\_\_\_

RECEIVED:  
TAX AMOUNT \$ 2200.00  
TRANSFER TAX# 0014945

TITLE COMPANY NUMBER: 01

EXAMINED BY AMC8 RECORDING DATE 05/27/98

TERMINAL CTRL# 98147N007 TIME 10:00

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

*Leonard N. Spano*

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*583473237DED0016\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	CATIC Title Insurance Company	Phone:	914-418-9847
Address 1:	660 White Plains Road, Suite 570	Fax:	833-329-2228
Address 2:		Email:	jmcspedon@CaticTitle.com
City/State/Zip:	Tarrytown NY 10591	Reference for Submitter:	1446

#### Document Details

Control Number:	<b>583473237</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2018121300108001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>			
1:	BUFFONE FREDERICK	- Individual	1:	GRUNDBERG CHRISTOPHER O	- Individual
2:	BUFFONE WENDY W	- Individual	2:	GRUNDBERG JESSICA M	- Individual

#### Property

Additional Properties on Continuation page

Street Address:	45 FRANKLIN AVENUE	Tax Designation:	146.18-1-70
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,995,000.00
Transfer Tax:	\$7,980.00
Mansion Tax:	\$19,950.00
Transfer Tax Number:	6911

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 12/27/2018 at 11:55 AM

Control Number: **583473237**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

CATIC Title Insurance Company  
660 White Plains Road, Suite 570

Tarrytown, NY 10591  
Attn: Robert Picone

# 51 Franklin Avenue



\*R08097288\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>12.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>5.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	_____

MORTGE. DATE	_____
MORTGE. AMT	_____
EXEMPT	YES <input type="checkbox"/> NO <input type="checkbox"/>

LIBER: <u>11838</u>
PAGE : <u>306</u>

REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ _____
BASIC	\$ _____
ADDITIONAL	\$ _____
SUBTOTAL	\$ _____
MTA	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID
52.00

\$ <u>460000.00</u>
CONSIDERATION

SERIAL NO. \_\_\_\_\_

DWELLING  1-6  OVER

RECEIVED:  
TAX AMOUNT \$ 1840.00  
TRANSFER TAX# 0004229

DUAL TOWN  
 DUAL COUNTY/STATE

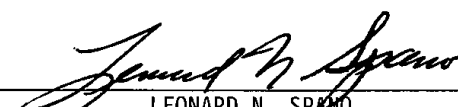
HELD  
 NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY MAC2 RECORDING DATE 10/15/97

TERMINAL CTRL# 97288R080 TIME 14:50

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO WESTCHESTER COUNTY CLERK

*R*

# 53 Franklin Avenue





\*402380509DEDK\*

Control Number <b>402380509</b>	WIID Number <b>2000238-000233</b>	Instrument Type <b>DED</b>
------------------------------------	--------------------------------------	-------------------------------



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED  
 FEE PAGES 4 TOTAL PAGES 4

**RECORDING FEES**

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$4.75
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$52.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$537,500.00
TAX PAID	\$2,150.00
TRANSFER TAX #	2884

SERIAL NUMBER  
DWELLING

RECORDING DATE 09/12/2000  
 TIME 20:48:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to:  
**YOUNG & ROSENSTRAUCH LLP**  
 277 NORTH AVE  
 NEW ROCHELLE, NY 10801



\*432370146DEDJ\*

Control Number <b>432370146</b>	WIID Number <b>2003237-000087</b>	Instrument Type <b>DED</b>
------------------------------------	--------------------------------------	-------------------------------



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

\*\*\* DO NOT REMOVE \*\*\*

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 4

TOTAL PAGES 4

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$19.00
RP 5217	\$50.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$92.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$929,000.00
TAX PAID	\$3,716.00
TRANSFER TAX #	922

SERIAL NUMBER  
DWELLING

RECORDING DATE	09/19/2003
TIME	14:22:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to: THOMAS J BIOW ESQ 551 FIFTH AVE FLOOR 28 NEW YORK, NY 10176
--

**55 Franklin Avenue**



\*440140409DEDF\*

Control Number <b>440140409</b>	WIID Number <b>2004014-000195</b>	Instrument Type <b>DED</b>
------------------------------------	--------------------------------------	-------------------------------



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

\*\*\* DO NOT REMOVE \*\*\*

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 3

TOTAL PAGES 3

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$9.00
RECORD MGT. FUND	\$19.00
RP 5217	\$50.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$89.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$891,700.00
TAX PAID	\$3,568.00
TRANSFER TAX #	4665

SERIAL NUMBER  
DWELLING

RECORDING DATE	02/17/2004
TIME	15:57:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to: JULIA M HEILMAN 399 KNOLLWOOD RD STE 311 WHITE PLAINS, NY 10603
---

# 63 Franklin Avenue



WESTCHESTER COUNTY CLERK  
LAND RECORDS DIVISION

RECEIVED  
1984 AUG -2 PM 12:00

RECORDING PAGE

Type of Instrument <u>DEED</u>	Recording Tax Rcd. \$ _____	Municipalities
Statutory Charge <u>5</u>	Serial No. _____	(Designate City/Town)
Recording Charge <u>12</u>	ANDREW J. SPANO Clerk of Westchester County	02 BEDFORD
Filing Charge <u>1</u>		06 CORTLANDT
Cross Reference _____		09 EASTCHESTER
Cert./Receipt _____		11 GREENBURGH
Total <u>15</u>		12 HARRISON
		16 LEWISBORO
		17 MAMARONECK
		19 MT. KISKO
		20 MT. PLEASANT
		21 MT. VERNON
		22 NEW CASTLE
		23 NEW ROCHELLE
		24 NORTH CASTLE
		26 NORTH SALEM
		28 OSSINING
		30 PEEKSKILL
		31 PELHAM
		35 POUND RIDGE
		36 RYE CITY
		37 RYE TOWN
		33 SCARSDALE
		39 SOMERS
		42 WHITE PLAINS
		43 YONKERS
		44 YORKTOWN
Tax Stamps Attached <input checked="" type="checkbox"/>		
Amount \$ <u>1300.00</u> Date <u>8/2/84</u>		
RECEIVED \$ 1,300. REAL ESTATE AUG 2 - 1984 TRANSFER TAX WESTCHESTER COUNTY	RECEIVED \$ REAL ESTATE AUG 2 - 1984 TRANSFER TAX WESTCHESTER	
Terminal No. <u>84215</u>	Trans. Fees No. <u>46502</u>	Date Ret'd. _____

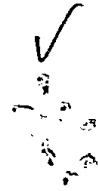
The foregoing instrument was endorsed for record as follows:  
 The property affected by this instrument is situate in the  Town  City  
 of RYE, County of Westchester, N.Y. A true copy of the  
 original DEED recorded in the Division of Land Records  
 of the County Clerk's Office of Westchester County on AUG. 2, 1984 at 12:00 P. M.  
 Liber 7944 Page 219 in the Book of Deeds

Witness my hand and Official Seal

Andrew J. Spano  
 County Clerk



\*P01998182\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 5 TOTAL PAGES 5  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>15.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>5.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	_____

MORTGE. DATE	_____
MORTGE. AMT	_____
EXEMPT	YES ___ NO ___

LIBER: 12034  
PAGE : 1

REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ _____
BASIC	\$ _____
ADDITIONAL	\$ _____
SUBTOTAL	\$ _____
MTA	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
55.00

\$ 900000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_

DWELLING 1-6 OVER

DUAL TOWN  
 DUAL COUNTY/STATE

HELD  
 NOT HELD \_\_\_\_\_

RECEIVED:  
TAX AMOUNT \$ 3600.00  
TRANSFER TAX# 0017242

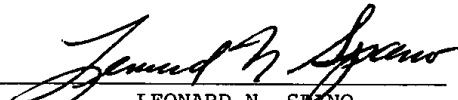
TITLE COMPANY NUMBER: 01

EXAMINED BY SSG4 RECORDING DATE 07/01/98

TERMINAL CTRL# 98182P019 TIME 10:31

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL



LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK



The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*531793123DED001Y\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: David Chesnut, Future Title Company, Inc. Phone: 914-666-7770  
 Address 1: Attn: Mary K. Rasamny Fax: 914-666-7767  
 Address 2: 37 West Main Street Email: ftc@futuretitleco.com  
 City/State/Zip: Mount Kisco NY 10549 Reference for Submitter: Staubi to Osier

#### Document Details

Control Number: **531793123** Document Type: **Deed (DED)**  
 Package ID: 2013062800072001001 Document Page Count: **4** Total Page Count: **5**

#### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: STAUBI PAUL W - Individual 1: OSIER JASON D - Individual  
 2: STAUBI KARYN - Individual 2: OSIER ALISSA A - Individual

#### Property

Additional Properties on Continuation page

Street Address: 63 FRANKLIN AVENUE Tax Designation: 146.18-1-63  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$25.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$195.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$2,165,000.00  
 Transfer Tax: \$8,660.00  
 Mansion Tax: \$21,650.00  
 Transfer Tax Number: 23181

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/17/2013 at 04:09 PM

Control Number: **531793123**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Patricia S. Rafter, Esq.  
 14 Elm Place  
 Rye, NY 10580



# 131 Old Post Road

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*531983648DED003B\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: New York Title Phone: 914 835-7100  
 Address 1: PICK-UP-PAUL BARAN Fax: 914 835-7466  
 Address 2: 550 Mamaroneck Avenue, Suite 401 Email: sharon@nytitle.com  
 City/State/Zip: Harrison NY 10528 Reference for Submitter: NYT16300 HAWKINS

#### Document Details

Control Number: **531983648** Document Type: **Deed (DED)**  
 Package ID: 2013071700319001002 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

1st PARTY 2nd PARTY  
 1: HAWKINS BYRON - Individual 1: 131 OLD POST RD LLC - Other  
 2: 2:

#### Property

Additional Properties on Continuation page

Street Address: 131 OLD POST ROAD Tax Designation: 146.14-1-41  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$989,000.00  
 Transfer Tax: \$3,956.00  
 Mansion Tax: \$0.00  
 Transfer Tax Number: 481

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/08/2013 at 03:26 PM

Control Number: **531983648**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

New York Title  
 PICK-UP-PAUL BARAN  
 550 Mamaroneck Avenue, Suite 401  
 Harrison, NY 10528  
 Attn: Sharon Trivino

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*551693454DED0046\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Good Deed Abstract Corp. Phone: 609-279-0161  
 Address 1: 176 Highland Terrace Fax: 866-324-2729  
 Address 2: Email: peterbrav@gmail.com  
 City/State/Zip: Princeton NJ 08540 Reference for Submitter: 15027-3 (Fidelity National Title Ins Co)

#### Document Details

Control Number: **551693454** Document Type: **Deed (DED)**  
 Package ID: 2015061800212001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
 1: 131 OLD POST RD LLC - Other 1: HADJIPANAYIS CONSTANTINOS - Individual  
 2: PISCIONERIE ANTHONY G - Individual 2: HADJIPANAYIS LORRAINE - Individual

#### Property

Additional Properties on Continuation page

Street Address: 131 OLD POST ROAD Tax Designation: 146.14-1-41  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$2,800,000.00  
 Transfer Tax: \$11,200.00  
 Mansion Tax: \$28,000.00  
 Transfer Tax Number: 443

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/10/2015 at 01:38 PM

Control Number: **551693454**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Michael Liss, Esq.  
 415 Madison Avenue, 15th Floor  
 New York, NY 10017

# 151 Old Post Road

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*603223524DED001R\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: CATIC Title Insurance Company Phone: 914-418-9847  
Address 1: 660 White Plains Road, Suite 570 Fax: 833-329-2228  
Address 2: Email: nyrecordings@CaticTitle.com  
City/State/Zip: Tarrytown NY 10591 Reference for Submitter: 2915

### Document Details

Control Number: **603223524** Document Type: **Deed (DED)**  
Package ID: 2020111700278001001 Document Page Count: **4** Total Page Count: **5**

### Parties

Additional Parties on Continuation page

**1st PARTY** **2nd PARTY**  
1: HOWARD JENNIFER W - Individual 1: JORNA JESSICA - Individual  
2: 2: JORNA AERNOUT - Individual

### Property

Additional Properties on Continuation page

Street Address: 151 OLD POST ROAD Tax Designation: 146.14-1-43.1  
City/Town: RYE CITY Village:

### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$25.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$125.00  
TP-584 Filing Fee: \$5.00  
RPL 291 Notice Fee: \$10.00  
Total Recording Fees Paid: **\$205.00**

#### Mortgage Taxes

Document Date:  
Mortgage Amount:  
Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: \$2,900,000.00  
Transfer Tax: \$4,512.00  
Mansion Tax: \$29,000.00  
Transfer Tax Number: 21680

Dwelling Type: Exempt:   
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 12/09/2020 at 11:14 AM

Control Number: **603223524**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Randie P. Paterno, P.C.  
16 School Street  
Suite 101  
Rye, NY 10580  
Attn: Frances Sena

# 1 Packard Court



\*T01384115\*

LIBER 7915 PAGE 759

Standard N.Y.B.T.P. Form 8002\* 8-82-55M - Bargain and Sale Deed, with Covenant against Grantor's Acts--Individual or Corporation. (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 15<sup>th</sup> day of March, nineteen hundred and eighty-four, BETWEEN K.P. B. SOLAR HOMES, LTD., a domestic corporation having its principal office at 74 Davenport Avenue, Port Chester, New York 10573,

party of the first part, and ASIKADU R. VISWANATHAN and SHYAMALA VISWANATHAN, his wife, residing at 8 Red Oak Drive, Rye, New York 10580,

party of the second part, 285,000.00

WITNESSETH, that the party of the first part, in consideration of ~~285,000.00~~ and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Rye, County of Westchester and State of New York, known and designated as Lot No. 3 on a certain map entitled, Subdivision Plan property of KPB Solar Homes, Ltd., City of Rye, Westchester County, New York", dated June 22 1982, and filed in the Westchester County Clerk's Office, Division of Land Records, on September 21, 1982, as Map No. 21024.

TOGETHER with the right to install and maintain a drain in a 10' wide drain easement running from Lot 3 and under and across Lots 9, 8 and 7, so known and designated on said Map No. 21024, at a distance of approximately 20 to 40 feet easterly from the turnaround of Packard Court as shown on said Map No. 21024, to the 10' Drain Easement shown on Lot 7 on said Map, and continuing along said Drain Easement through Lots 7, 8 and 9 as shown on said Map No. 21024, for the benefit of the owners and/or occupants of Lot 3 on said Map, and no structure or building shall be erected over the said easement area, and in the event of any excavation therein, the person responsible for the excavation shall reasonably restore the premises to the same condition existing prior to the excavation.

This conveyance is made in the ordinary course of business of the party of the first part.

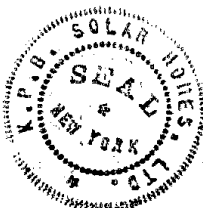
SUBJECT to a first mortgage between K.P.B. Solar Homes, Ltd. and Sound Federal Savings and Loan Assn. in the principal sum of \$120,000.00 which party of the second part assumes by the acceptance of this deed and which mortgage was recorded in the Office of the Clerk of the County of Westchester, Division of Land Records, in Liber 8439 of mortgages, page 255.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

RECEIVED  
660  
REAL ESTATE  
APR 24 1984  
TRANSFER TAX  
WESTCHESTER  
COUNTY



K.P.B. SOLAR HOMES, LTD.

By Rocco A. Polistina  
Rocco A. Polistina

TAX MAP DESIGNATION ATTACHED \$ 660  
APR 24 1984



\*W06791324\*



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

LIBER 10159 PAGE 90

ADDITIONAL COMMENTS

RECORD AND RETURN  
TITLE COMPANY NUMBER

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT D&D  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, N.Y. IN THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 10159  
PAGE 90

STAT'Y CHARGE 5<sup>00</sup>  
REC'ING CHARGE 15  
REC. MGT. FUND 4<sup>25</sup>  
CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT 25

TOTAL  
50

\$ 515,000.-  
CONSIDERATION

RECEIVED  
\$ 2060-  
NOV 20 1991  
REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

MORTGGE. DATE \_\_\_\_\_  
MORTGGE. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MIGE: \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_  
SERIAL No. \_\_\_\_\_  
DWELLING:  1-6  OVER  
 DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

RECEIVED  
91 NOV 20 AM 9:22  
WESTCHESTER COUNTY CLERK

TERMINAL No. 9130460067 DATE RETURNED

EXAMINED BY VF  
WITNESS MY HAND AND OFFICIAL SEAL  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

0000158000 11/20/91CPA/DE 30.00  
09:35

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.





\*E22899307\*



\*DED2\*

36



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>12.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
TP-584	<u>5.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	<u>          </u>

MORTGE. DATE	<u>          </u>
MORTGE. AMT	<u>          </u>
EXEMPT YES	<u>NO</u>

LIBER:	<u>12422</u>
PAGE:	<u>105</u>

REC'D TAX ON ABOVE MTGE:	THE PROPERTY IS SITUATED IN
YONKERS \$	WESTCHESTER COUNTY,
BASIC \$	NEW YORK IN THE:
ADDITIONAL \$	CITY OF RYE CITY
SUBTOTAL \$	
MTA \$	
SPECIAL \$	
TOTAL PAID \$	

TOTAL PAID
52.00

\$ <u>765000.00</u>
CONSIDERATION

SERIAL NO.           

DWELLING 1-6 NOT 1-6

           DUAL TOWN

           DUAL COUNTY/STATE

RECEIVED:

TAX AMOUNT \$ 3060.00

TRANSFER TAX# 0005449

           HELD

           NOT HELD

TITLE COMPANY NUMBER: 01

EXAMINED BY LAN1 RECORDING DATE 11/03/99

TERMINAL CTRL# 99307E228 TIME 09:36

DATE RETURNED           

WITNESS MY HAND AND OFFICIAL SEAL
LEONARD N. SPANO
WESTCHESTER COUNTY CLERK



\*413370418DEDK\*

Control Number <b>413370418</b>	WIID Number <b>2001337-000235</b>	Instrument Type <b>DED</b>
------------------------------------	--------------------------------------	-------------------------------



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 4

TOTAL PAGES 4

**RECORDING FEES**

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$4.75
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$52.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$1,199,000.00
TAX PAID	\$16,786.00
TRANSFER TAX #	6920

RECORDING DATE	12/19/2001
TIME	17:06:00

SERIAL NUMBER  
DWELLING

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to:  
**GRANT, WEINHAUS, LLP.**  
**910 E. BOSTON POST RD.**  
**MAMARONECK, NY 10543**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*522713107DED001S\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	New York Title	Phone:	914 835-7100
Address 1:	PICK-UP-PAUL BARAN	Fax:	914 835-7466
Address 2:	550 Mamaroneck Avenue, Suite 401	Email:	sharon@nytitle.com
City/State/Zip:	Harrison NY 10528	Reference for Submitter:	NYT15823 JOHNSON

#### Document Details

Control Number:	<b>522713107</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2012092700062001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

<input type="checkbox"/> Additional Parties on Continuation page	
<b>1st PARTY</b>	<b>2nd PARTY</b>
1: JOHNSON KEVIN F - Individual	1: FRANCISCO JOSE H - Individual
2: JOHNSON LISA P - Individual	2: FRANCISCO ANA B - Individual

#### Property

Street Address: <b>1 PACKARD COURT</b>	<input type="checkbox"/> Additional Properties on Continuation page
City/Town: RYE CITY	Tax Designation: 146.14-1-43.2
	Village:

#### Cross-References

<input type="checkbox"/> Additional Cross-Refs on Continuation page			
1:	2:	3:	4:

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,490,000.00
Transfer Tax:	\$5,960.00
Mansion Tax:	\$14,900.00
Transfer Tax Number:	2734

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 10/10/2012 at 04:20 PM

Control Number: **522713107**

Witness my hand and official seal

Timothy C. Idroni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**New York Title**  
**PICK-UP-PAUL BARAN**  
**550 Mamaroneck Avenue, Suite 401**  
**Harrison, NY 10528**  
**Attn: Sharon Trivino**

# 2 Packard Court

LIBER 8635 PAGE 224



WESTCHESTER COUNTY CLERK RECORDING PAGE  
(THIS PAGE IS PART OF THE INSTRUMENT)

TYPE OF INSTRUMENT DEED DATE \_\_\_\_\_  
 STATUTORY CHARGE 5 MTGE AMT \_\_\_\_\_  
 RECORDING CHARGE 5 EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
 FILING CHARGE 1 REC'D TAX ON ABOVE MTGE \_\_\_\_\_  
 CROSS REFERENCE \_\_\_\_\_ BASIC \$ \_\_\_\_\_  
 CERT/RECEIPT \_\_\_\_\_ ADDITIONAL \$ \_\_\_\_\_  
 SUBTOTAL \$ \_\_\_\_\_  
 SPECIAL \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_  
 SERIAL NO \_\_\_\_\_

RECEIVED  
WESTCHESTER COUNTY CLERK

Dec 1 9 35 AM '86

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CONSID 585,000

RECEIVED  
 \$ 2340  
 REAL ESTATE  
 DEC - 1 1986  
 TRANSFER TAX  
 WESTCHESTER  
 COUNTY

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL NO 10225 1/27 TRANSFER FEES NO \_\_\_\_\_ DATE RET'D \_\_\_\_\_

0025B001 12/01/86CPA 12.00

		SECTION _____ BLOCK _____ LOT _____ VILLAGE _____ TOWN _____ COUNTY _____ RECORD AND RETURN TO:
--	--	---

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
 THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE  
 TOWN  CITY OF RYE, COUNTY OF WESTCHESTER  
 N.Y. A TRUE COPY OF THE ORIGINAL DEED RECORDED  
 IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF  
 WESTCHESTER COUNTY ON DEC. 1, 1986 AT 9:35A M. IN  
 LIBER 8635 PAGE 222 IN THE BOOK OF \_\_\_\_\_ Deeds  
 WITNESS MY HAND AND OFFICIAL SEAL: Andrew J. Spano  
 ANDREW J. SPANO, COUNTY CLERK

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*561803323DED003V\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Maven Abstract/Sarah LaBar Phone: 845-467-9069  
 Address 1: 252 Greenwich Avenue Fax: 845-360-5541  
 Address 2: Email: sarah.labar@gmail.com  
 City/State/Zip: Goshen NY 10924 Reference for Submitter: TA16-10-221

#### Document Details

Control Number: **561803323** Document Type: **Deed (DED)**  
 Package ID: 2016062800130001001 Document Page Count: **3** Total Page Count: **4**

#### Parties

Additional Parties on Continuation page

##### 1st PARTY

##### 2nd PARTY

1: KASHYAP PRADEEP - Individual 1: SPINOLA PATRICK J Jr - Individual  
 2: KASHYAP REENA - Individual 2: SPINOLA KRISTINA L - Individual

#### Property

Additional Properties on Continuation page

Street Address: **2 PACKARD COURT** Tax Designation: 146.14-1-43.3  
 City/Town: RYE CITY Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$20.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$125.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: **\$190.00**

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: **\$0.00**

#### Transfer Taxes

Consideration: **\$2,175,000.00**  
 Transfer Tax: \$8,700.00  
 Mansion Tax: \$21,750.00  
 Transfer Tax Number: 15611

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/13/2016 at 03:36 PM

Control Number: **561803323**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

JANICE E. LEVINE, ESQ.  
 WILLKIE FARR & GALLAGHER LLP  
 787 SEVENTH AVENUE  
 NEW YORK, NY 10019

# 3 Packard Court

LIBR 8664 PAGE 252



WESTCHESTER COUNTY CLERK RECORDING PAGE  
(THIS PAGE IS PART OF THE INSTRUMENT)

TYPE OF INSTRUMENT DEED DATE \_\_\_\_\_  
 STATUTORY CHARGE 5- MTGE ANT \_\_\_\_\_  
 RECORDING CHARGE 9- EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
 FILING CHARGE 1- REC'D TAX ON ABOVE MTGE \_\_\_\_\_  
 CROSS REFERENCE \_\_\_\_\_ BASIC \$ \_\_\_\_\_  
 CERT/RECEIPT \_\_\_\_\_ ADDITIONAL \$ \_\_\_\_\_  
 SUBTOTAL \$ \_\_\_\_\_  
 SPECIAL \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_  
 SERIAL NO \_\_\_\_\_

DEC 18 6 25 AM '86

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CONSID 605,000.00

RECEIVED  
 \$ 2420.00  
 REAL ESTATE  
 DEC 18 1986  
 TRANSFER TAX  
 WESTCHESTER  
 COUNTY

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

TERMINAL NO 81352505 TRANSFER FEES NO \_\_\_\_\_ DATE RET'D \_\_\_\_\_

13478001 12/18/86 15.00

SECTION	BLOCK	LOT	VILLAGE	TOWN	COUNTY
RECORD AND RETURN TO:					

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
 THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE  
 TOWN  CITY OF RYE, COUNTY OF WESTCHESTER  
 N.Y. A TRUE COPY OF THE ORIGINAL \_\_\_\_\_ DEED \_\_\_\_\_ RECORDED  
 IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF  
 WESTCHESTER COUNTY ON DEC. 18, 1986 AT 8:16A M. IN  
 LIBER 8664 PAGE 249 IN THE BOOK OF \_\_\_\_\_ Deeds  
 WITNESS MY HAND AND OFFICIAL SEAL: Andrew J. Spano  
 ANDREW J. SPANO, COUNTY CLERK





WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

RECEIVED  
WESTCHESTER COUNTY CLERK  
NOV 17 9 43 AM '87

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED

RECORDED IN THE BOOK OF DEEDS  MORTGAGE  MISC.

LIBER 9029

PAGE 344

DATE NOV 17 1987

TIME 8:43 AM

STATUTORY CHARGE 5-

RECORDING CHARGE 6-

FILING CHARGE 1-

CROSS REFERENCE \_\_\_\_\_

CERT/RECEIPT \_\_\_\_\_

EXAMINER TOTAL  
MH 12-

660,000.00  
CONSIDERATION

RECEIVED  
\$ 2640.00  
REAL ESTATE  
NOV 17 1987  
TRANSFER TAX  
WESTCHESTER  
COUNTY

6042

DATE \_\_\_\_\_

MORTG. AMOUNT \_\_\_\_\_

EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

REC'D TAX ON ABOVE MTGE:

RASIC \$ \_\_\_\_\_

ADDTL \$ \_\_\_\_\_

SUBTOTAL \$ \_\_\_\_\_

SPECIAL \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

SERIAL No. \_\_\_\_\_

DWELLING:

1-6 UNITS  
 OVER 6 UNITS

THE PROPERTY IS SITUATED IN  
WESTCHESTER, N.Y. IN THE  
TOWN OF  CITY OF

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT. KISCO
- 20 MT. PLEASANT
- 21 MT. VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. DATE RETURNED

03219084

WITNESS MY HAND AND OFFICIAL SEAL  
Andrew J. Spano  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

000002B000 11/17/87CPA/DE 12.00  
09:02

RECORDING DATE OF THIS INSTRUMENT AS INDICATED ABOVE IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT FOR RECORDING. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

[Empty box for recording date]



\*H02396172\*



\*DED2\*



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 12.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 6.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 11452  
PAGE : 327

REC'D TAX ON ABOVE MTGE:  
YONKERS \$ \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
53.00

\$ 765000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_

DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 3060.00  
TRANSFER TAX# 0014876

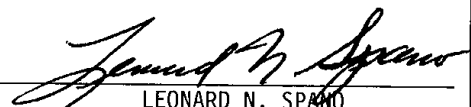
DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY PJC1 RECORDING DATE 06/20/96

TERMINAL CTRL# 96172H023 TIME 16:08

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL  
  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

*Jm.*

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*541343477DED0012\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	TITLEPRO AGENCY, LLC (PICK UP BY TITLEPRO)	Phone:	914-253-0822
Address 1:	2900 WESTCHESTER AVENUE	Fax:	914-253-0823
Address 2:	SUITE 100	Email:	SIMONEM@TITLEPRO.NET
City/State/Zip:	PURCHASE NY 10577	Reference for Submitter:	TP126596

#### Document Details

Control Number:	<b>541343477</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2014051400210001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: NECTOW STUART	- Individual	1: HABECK ROBERT	- Individual
2: NECTOW PATRICIA	- Individual	2: HABECK AMY	- Individual

#### Property

Additional Properties on Continuation page

Street Address:	3 PACKARD COURT	Tax Designation:	146.14-1-42
City/Town:	RYE CITY	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$2,085,000.00
Transfer Tax:	\$8,340.00
Mansion Tax:	\$20,850.00
Transfer Tax Number:	12060

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/12/2014 at 10:40 AM

Control Number: **541343477**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

TITLEPRO AGENCY, LLC  
 2900 WESTCHESTER AVENUE  
 SUITE 100  
 PURCHASE, NY 10577

# 4 Packard Court



\*402370256DEDI\*

Control Number <b>402370256</b>	WIID Number <b>2000237-000109</b>	Instrument Type <b>DED</b>
------------------------------------	--------------------------------------	-------------------------------



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

\*\*\* DO NOT REMOVE \*\*\*

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 4

TOTAL PAGES 4

**RECORDING FEES**

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$4.75
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$52.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$890,000.00
TAX PAID	\$3,560.00
TRANSFER TAX #	2733

SERIAL NUMBER  
DWELLING

RECORDING DATE	09/08/2000
TIME	11:48:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to: STEVEN SEGALL 200 EAST POST ROAD WHITE PLAINS, NY 10601
--

# 6 Packard Court



\*Q01984040\*

BOOK 7893 PAGE 265

Standard N.Y.B.T.U. Form 8002\* 8-82-25M—Herain and Sale Deed, with Covenant against Grantor's Act—Individual or Corporation. (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

TT  
880.05

THIS INDENTURE, made the 26<sup>th</sup> day of January, nineteen hundred and eighty-four, BETWEEN K.P.B. SOLAR HOMES, LTD., a domestic corporation having its principal office at 74 Davenport Avenue, Port Chester, New York 10573,

party of the first part, and ROBERT W. PRATT, JR. and ANN P. PRATT, his wife, residing at 29 Woodhaven Drive, Simsbury, Connecticut 06070,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of \$340,000.00 and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Rye, County of Westchester and State of New York, known and designated as Lot No. 6 on a certain map entitled, "Subdivision Plan property of KPB Solar Homes, Ltd., City of Rye, Westchester County, New York", dated June 22, 1982, and filed in the Westchester County Clerk's Office, Division of Land Records, on September 21, 1982, as Map No. 21024.

SUBJECT TO AND TOGETHER WITH an easement of a 10' wide drain easement running along and adjoining the rear property lines of Lots 5 and 6 on said Map No. 21024 and continuing along the rear property line of Lot 7 on said Map No. 21024 for a distance of approximately 80 feet and thence continuing through Lot 7 to the nearest point of the 10' wide Drain Easement as shown on said Map No. 21024, and continuing along said Drain Easement through Lots 7, 8 and 9 as shown on said Map No. 21024, for the benefit of the owners and/or occupants of Lots 4, 5 and 6 on said Map No. 21024; and no structure or building shall be erected over the easement area, and in the event of any excavation therein, the person responsible for the excavation shall reasonably restore the premises to the same condition existing prior to any excavation.

This conveyance is made in the ordinary course of business of the party of the first part.

FEB - 9 1984

880.00

TAX STAMPS ATTACHED \$

TAX MAP DESIGNATION

Dist.

Sec.

Blk.

Lot(s):

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

K.P.B. SOLAR HOMES, LTD.

By Rocco A. Polistina  
Rocco A. Polistina, President

RECEIVED  
880  
REAL ESTATE  
FEB 9 - 1984  
TRANSFER TAX  
WESTCHESTER  
COUNTY





\*470040092DED1\*

Control Number  
**470040092**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

**THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:  
TYPE OF INSTRUMENT: DED - DEED  
FEE PAGES: 5            TOTAL PAGES: 5**

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$120.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$1,580,000.00
TAX PAID	\$22,120.00
TRANSFER TAX #	9659

SERIAL NUMBER:  
DWELLING:

**RECORDING DATE: 1/30/2007  
TIME: 10:12:00**

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL  
  
  
**TIMOTHY C. IDONI  
WESTCHESTER COUNTY CLERK**

Record & Return to:  
**ERIC & CARRIE NAGEL  
6 PACKARD COURT  
  
RYE, NY 10580**



# 12 Packard Court



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED  
(SEE CODES FOR DEFINITIONS)

- THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, N.Y. IN THE
- 02 TOWN OF BEDFORD
  - 06 TOWN OF CORTLANDT
  - 09 TOWN OF EASTCHESTER
  - 11 TOWN OF GREENBURGH
  - 12 TOWN OF HARRISON
  - 16 TOWN OF LEWISBORO
  - 17 TOWN OF MAMARONECK
  - 19 TOWN OF MT. KISCO
  - 20 TOWN OF MT. PLEASANT
  - 21 CITY OF MT. VERNON
  - 22 TOWN OF NEW CASTLE
  - 23 CITY OF NEW ROCHELLE
  - 24 TOWN OF NORTH CASTLE
  - 26 TOWN OF NORTH SALEM
  - 28 TOWN OF OSSINING
  - 30 CITY OF PEEKSKILL
  - 31 TOWN OF PELHAM
  - 35 TOWN OF POUND RIDGE
  - 36 CITY OF RYE
  - 37 TOWN OF RYE
  - 38 TOWN OF SCARSDALE
  - 39 TOWN OF SOMERS
  - 42 CITY OF WHITE PLAINS
  - 43 CITY OF YONKERS
  - 44 TOWN OF YORKTOWN

LIBER 9434  
PAGE 31

STAT'Y CHARGE 5-  
REC'ING CHARGE 95  
FILING CHARGE 5-  
CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_

TOTAL 15-  
\$ 730,000  
CONSIDERATION

RECEIVED  
\$ 2920-  
JAN 26 1989

REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

8439

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE: \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

SERIAL No. \_\_\_\_\_  
DWELLING:  1-6 UNITS  
 OVER 6 UNITS

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. 990260025 DATE RETURNED

EXAMINED BY [Signature]  
WITNESS MY HAND AND OFFICIAL SEAL  
[Signature] SPANO  
WESTCHESTER COUNTY CLERK

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

000003000 01/26/89CPA/DE 15.00  
07:20

RECEIVED  
89 JAN 26 AM 7:15  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

RECORD AND RETURN

# 330 Theall Road



T00495299



DED2



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 3 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 9.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 6.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 11270  
PAGE : 115

REC'D TAX ON ABOVE MTGE: THE PROPERTY IS SITUATED  
YONKERS \$ \_\_\_\_\_ IN WESTCHESTER COUNTY,  
BASIC \$ \_\_\_\_\_ NEW YORK IN THE:  
ADDITIONAL \$ \_\_\_\_\_ CITY OF RYE CITY  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

TOTAL PAID  
50.00

\$ 350000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 1400.00  
TRANSFER TAX# 0004120

DUAL TOWN  
 DUAL COUNTY/STATE  
 HELD  
 NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: \_\_\_\_\_

EXAMINED BY WVP3

TERMINAL CTRL# 95299T004

DATE RETURNED \_\_\_\_\_

000030000 10/26/95CPA/DE 50.00  
09:16

WITNESS MY HAND AND OFFICIAL SEAL  
  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK



\*411140381DEDC\*

Control Number <b>411140381</b>	WIID Number <b>2001114-000187</b>	Instrument Type <b>DED</b>
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**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED  
 FEE PAGES 3 TOTAL PAGES 3

**RECORDING FEES**

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$9.00
RECORD MGT. FUND	\$4.75
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$49.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$600,000.00
TAX PAID	\$2,400.00
TRANSFER TAX #	27431

SERIAL NUMBER  
DWELLING

RECORDING DATE	04/30/2001
TIME	10:55:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
CITY OF RYE

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

Record & Return to: <b>BRUCE HOFFSTETTER/ELLEN POLLOCK LEVINE, HOFFSTETTER &amp; FRANGK 316 MAIN MALL POUGHKEEPSIE, NY 12601</b>
---

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*521883011DED002T\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Thoroughbred Title Services, LLC	Phone:	914-644-6100
Address 1:	800 Westchester Avenue	Fax:	914-644-6159
Address 2:	Suite S434	Email:	contactus@thoroughbredtitleservices.co
City/State/Zip:	Rye Brook NY 10573	Reference for Submitter:	Connolly

#### Document Details

Control Number: <b>521883011</b>	Document Type: <b>Deed (DED)</b>
Package ID: 2012070600004001003	Document Page Count: <b>3</b> Total Page Count: <b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: CONNOLLY KEVIN F	- Individual	1: STORZ ERIK E	- Individual
2: CONNOLLY PATRICIA A	- Individual	2: STORZ COURTNEY R	- Individual

#### Property

Additional Properties on Continuation page

Street Address: 330 THEALL ROAD	Tax Designation: 146.17-1-2
City/Town: RYE CITY	Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,200,000.00
Transfer Tax:	\$4,800.00
Mansion Tax:	\$12,000.00
Transfer Tax Number:	147

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/03/2012 at 05:28 PM

Control Number: **521883011**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

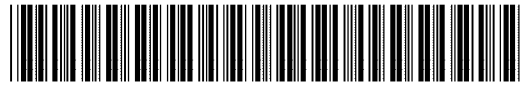
#### Record and Return To

Pick-up at County Clerk's office

Thoroughbred Title Services, LLC  
800 Westchester Avenue

Rye Brook, NY 10573  
Attn: Vincent Esposito

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*590083187DED0025\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Benchmark Title Agency LLC	Phone:	914-250-2400
Address 1:	Benchmark Title Agency LLC	Fax:	914-422-1550
Address 2:	222 Bloomingdale Road, Suite 102	Email:	evanbomel@benchmarkta.com
City/State/Zip:	White Plains NY 10605	Reference for Submitter:	BTA 77197

#### Document Details

Control Number: <b>590083187</b>	Document Type: <b>Deed (DED)</b>
Package ID: 2019010800107001001	Document Page Count: <b>3</b> Total Page Count: <b>4</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: STORZ ERIK E	- Individual	1: MIDDLETON NEIL	- Individual
2: STORZ COURTNEY R	- Individual	2: MIDDLETON BARBARA	- Individual

#### Property

Additional Properties on Continuation page

Street Address: 330 THEALL ROAD	Tax Designation: 146.17-1-2
City/Town: RYE CITY	Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
------------	-----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$125.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$190.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,250,000.00
Transfer Tax:	\$5,000.00
Mansion Tax:	\$12,500.00
Transfer Tax Number:	7998

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/22/2019 at 04:00 PM

Control Number: **590083187**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Meredith Leff, Esq.**  
**McCullough, Goldberger & Stoudt**  
**1311 Mamaroneck Avenue, Suite 340**  
**White Plains, NY 10605**



# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 10, 2022

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:**

Consideration to waive through September 1, 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:**

March 16, 2022

**RECOMMENDATION:** That the Council authorize waiving of these fees through September 1, 2022.

**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: March 11, 2022

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Consideration of a request from Rye Sustainability Committee to co-host a Compost Give Back Day on Saturday, April 23, 2022 from 7 am – 2 pm at the Rye Town Park parking lot at a cost to the City not to exceed \$1500. Rye residents may collect free compost with their own shovel and container to coincide with spring planting.

**FOR THE MEETING OF:**

March 16, 2022

**RECOMMENDATION:** That the Council and Mayor consider the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

RSC is requesting another Compost Give Back Day in late April similar to last year.

RSC is partnering with several groups to support Earth Week 2022 (4/18 thru 4/23). They would like to arrange for the annual compost give back day to coincide and integrate with the Rye Town Community Cleanup (planned for April 23) which is being hosted by the Rye Town Sustainability Committee. Tracey Stora is acting as a liaison for the City on this matter. Linda Mackay is the point person from the RSC working to coordinate the program.

The general format would be similar last year. However, RSC would open it up to Rye Town residents and the compost pick up area would be at the Rye Town Park parking lot. The cost to the City will not exceed \$1500 and the format will ensure an equitable split between the City and the Town.

Please see attached photos from Mamaroneck's Compost Give Back Day 2020.

Please note:

- Residents MUST bring their own shovels - no shovels are provided
- Maximum container size is 35 gallons

**Other requirements:**

Depending on the delivery date, tarp to cover the pile.

**FREE  
COMPOST  
SAT., MAY 30  
8:00AM-1:00 PM**

**MAXWELL AVE. RECYCLING CENTER**

**Due to COVID-19 the process is:**

- Residents must bring their own shovels - shovels will NOT be provided
- Maximum container size is 35 gallons
- You must wait in your car until it is your turn to pick up compost, please keep engines off
- You must practice social distancing and wear masks
- Please limit time taking compost to accommodate others





# CITY COUNCIL AGENDA

DEPT.: City Manager

DATE: March 16, 2022

CONTACT: Greg Usry, City Manager

**AGENDA ITEM:** Resolution expressing the City's support for Rye Sustainability Committee's (RSC) campaign seeking to earn credit for the Community Campaigns High-Impact Action under NYSERDA's Clean Energy Communities Program.

**FOR THE MEETING OF:**

March 16, 2022

**RECOMMENDATION:** That the Council adopt the attached resolution.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

Clean Heating and Cooling and Energy Efficiency is a campaign to encourage the adoption of clean heating and cooling technologies (e.g., ground- and air- source heat pump systems and heat pump water heaters) as well as energy efficiency retrofits to homes, businesses, and community institutions. This may yield a host of related benefits, including decreasing heating fuel bills for residents and businesses, lowering greenhouse gas emissions and particulate pollution, creating new jobs, providing cost-effective alternatives to new natural gas expansion, and supporting economic growth.

RSC will promote EnergySmart Homes by hosting and organizing webinar events, encouraging public and positive conversations and sharing homeowner testimonials to demonstrate CH&C success stories.

See attached resolution and scoping document.



## **Background**

As part of the City of Rye's Commitment to Clean Energy Communities a program sponsored by the New York State Energy Research and Development Authority (NYSERDA) that the City was given designation to in 2018, the Rye Sustainability Committee together with Sustainable Westchester is running a campaign (Energy Smart Homes Westchester County - Clean Heating and Cooling) to offer the community education on clean heating and cooling options available to homeowners. The intent is for the Rye Sustainability Committee to develop partnerships with NYSERDA-approved Clean Heating and Cooling Community Campaigns that are available in the area. Together Rye Sustainability Committee and Sustainable Westchester along with partner organizations will organize a structured campaign to encourage the adoption of clean heating and cooling technologies (e.g., ground- and air- source heat pump systems and heat pump water heaters) as well as energy efficiency retrofits to homes, businesses, and community institutions. **See attached scoping documents**

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## RESOLUTION SUPPORTING THE CITY OF RYE CLEAN HEATING AND COOLING CAMPAIGNS

**WHEREAS**, a clean heating and cooling campaign is a short term, local effort administered by the City of Rye Sustainability Committee that brings together residents through outreach and education, and

**WHEREAS**, this model may help residents choose contractors (accredited and in good standing with NYSERDA) related to clean heating and cooling modification including but not limited to air source heat pumps, ground source water pumps, and energy efficiency assessments,

**WHEREAS**, residents who sign-up to participate in seminars to learn about cleaner ways to heat and cool their homes, and

**WHEREAS**, the New York State Energy Research and Development Authority (NYSERDA) and Sustainable Westchester provide technical assistance and other tools and resources to communities in support of clean energy cooling and heating campaigns.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Rye supports a clean heating and cooling campaign.

**BE IT FURTHER RESOLVED**, that the City of Rye stands ready to assist by publicizing through its social media a clean energy heating and cooling campaign.

# Community Campaigns - Scoping Document

Version 1

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## Purpose

This scoping document is intended for use by local government officials seeking to earn credit for the Community Campaigns High-Impact Action under NYSERDA's Clean Energy Communities Program. The purpose is to help municipal officials, campaign teams, and NYSERDA clearly understand the individual jurisdiction's goals and objectives, milestones, and deliverables, as well as the roles and responsibilities of project partners, to help ensure the success of the campaign.

## Introduction

Community-scale campaigns can be an effective way to encourage adoption of new, innovative technologies to generate value and savings for consumers while advancing New York's clean energy goals. The goal is for local residents and businesses to gain increased access to clean energy. Community Campaigns are generally short-term efforts that identify potential customers through widespread outreach and education.

## What is the focus of your Campaign? (Check all that apply)

**Community Solar**

The intent of the campaign is to encourage residential and/or commercial customers to participate in the following solar opportunities (Check all that apply):

- Community Solar
- Solar-For-All

**Electric Vehicles**

The intent is for the local government along with partner organizations and volunteers to initiate and develop partnerships with car dealerships, platform providers, and/or other EV industry partners to offer local residents and businesses a variety of makes and models of electric vehicles. The offer may be promoted through ride and drive events and other outreach efforts.

**Clean Heating and Cooling and Energy Efficiency**

The intent is for the local government to develop partnerships with NYSERDA-approved Clean Heating and Cooling Community Campaigns if they are available in the area. The local government along with partner organizations and volunteers organize a structured campaign to encourage the adoption of clean heating and cooling technologies (e.g.,

ground- and air- source heat pump systems and heat pump water heaters) as well as energy efficiency retrofits to homes, businesses, and community institutions.

### **Demand Response**

Demand response is important because the actions of individual customers can be aggregated in ways that deliver significant value to the grid. Local governments are uniquely positioned to help customers benefit directly from this opportunity. The local government should consider developing partnerships with providers of demand response products and services, like smart thermostat deployments, battery energy storage, and peak saver campaigns. The objective is to increase resilience and leverage capacity markets for the benefit of participating customers.

## **Part 1: Project Overview, Primary Contact, and Lead Organization**

### **What is the name of the campaign?**

EnergySmart Homes Westchester County - Clean Heating and Cooling Campaign

### **What community/communities will be served, and who are the intended participants?**

*Specify the geographic area that your campaign falls within i.e., village, town, city, or county?  
Who are the intended participants?*

This clean heating and cooling campaign (CH&C) will be administered in, and serve the residents in the City of Rye. The objective of EnergySmart Homes is to significantly ramp up the rate of CH&C system adoption and energy efficiency by creating and servicing a demand for clean energy options in home heating and cooling. This will yield a host of related benefits, including decreasing heating fuel bills for residents and businesses, lowering greenhouse gas emissions and particulate pollution, creating new jobs, providing cost-effective alternatives to new natural gas expansion, and supporting economic growth. We will promote EnergySmart Homes by hosting and organizing webinar events, encouraging public and positive conversations and sharing homeowner testimonials to demonstrate CH&C success stories.

The intended participants are homeowners looking to make their buildings more energy efficient via their utility's Clean Heat Program or NYSEERDA's program offerings, including Comfort Home, Assisted Home Performance and income qualified renters or apartment dwellers who could benefit from the Empower Program.

### **Who is the project manager for your campaign?**

*This person serves as the primary contact and is the liaison between NYSEERDA and the core team for the duration of the campaign. All communication between NYSEERDA and the campaign will go through this individual. This person can be a volunteer, official, or staff member of the local government or lead organization. The project manager may not have financial relationships with vendors that may apply to participate in the campaign. The project manager should expect to make a significant time commitment to the campaign.*

First Name: Donna

Last Name: Providenti

E-mail: donnacprovidenti@gmail.com

Phone Number: 646-808-5122

Title / Position: Member, Rye Sustainability Committee

### **Who is the lead organization?**

*The lead organization must be a local government, school district, or nonprofit organization (Partnerships are strongly encouraged). The lead organization is responsible for coordinating with NYSEDA and among the other partners.*

Name of Lead Organization: City of Rye

Mailing Address: 1051 Boston Post Road, Rye, NY 10580

The Lead Organization is a: Local Government

## **Part 2: Partners and Core Team**

### **Provide the names of all members of your Core Team.**

*The Core Team may consist of volunteers from the community, officials, and/or staff members of the local government, or other partners. At least one official and/or staff member from the applying jurisdiction shall be a member of the Core Team and identified below. Include each Core Team member's role along with any specialty i.e., marketing, social media, specific software such as MS Excel, community outreach, etc. Core Team members may not have financial relationships with vendors that may apply to participate in the campaign. Core Team members should expect to make a significant time commitment to the campaign.*

Listed below are the core team members. Volunteer recruitment is ongoing throughout the campaign.

City of Rye:

- Mayor Josh Cohn (Providing campaign guidance)

The City of Rye Sustainability Committee:

- James Ward, Vice Chair, (Project Manager, Coordinating Outreach & Marketing Efforts)
- Donna Providenti, Member, (Community Outreach)
- Pamela Haas, Member, (Marketing)

Partner Organizations:

1. **City of Rye** - A commitment letter from Mayor Cohn is forthcoming.



## **2. City of Rye Sustainability Committee**

The Rye Sustainability Committee (RSC) is a ten member volunteer municipal committee. The committee assists in the implementation of the City of Rye Sustainability Plan which focuses on five key areas: energy, waste reduction/recycling, land/water use, transportation and community outreach/awareness. A main focus of the RSC is to foster an open dialogue between the community and City Hall and to educate residents on sustainable choices.

Since its formation in 2010, the committee has hosted educational events including pesticide-free yards, Rye Pollinator Pathways, organic gardening, managing invasive species, Community Choice Aggregation, Clean Energy talks, home energy efficiency, zero waste and the 'Green Screen' environmental film series. RSC initiated the first municipal, single-use plastic bag ban in Westchester County in 2011. In 2018, RSC researched and advocated for a municipal food scrap recycling drop-off and curbside service. Through community outreach, over 10% of households are registered for the program.

## **3. Sustainable Westchester**

Mailing Address: 40 Green Street, Mt. Kisco, NY 10549

Contact: Lauren Brois, EnergySmart Homes Director (914) 242-4725 x122

[Lauren@SustainableWestchester.org](mailto:Lauren@SustainableWestchester.org)

Sustainable Westchester is a nonprofit consortium of Westchester County local municipalities facilitating effective collaboration resulting in sustainability initiatives and cutting-edge innovation. Our goal is to bring socially responsible, environmentally sound, and economically viable solutions that create resilient, healthy, vibrant, sustainable communities.

Sustainable Westchester's portfolio of energy solutions includes Westchester Power, the first in N.Y. State Community Choice Aggregation program that provides 100% NYS hydropower and fixed electricity supply rates to its customers. Currently, Westchester Power is the default supplier in 27 County municipalities servicing nearly 1/3 of Westchester County customers. To date, the Westchester Power Program has made a significant environmental impact eliminating over 660,000 metric tons of CO<sub>2</sub>. Community Solar and its precursor Solarize Westchester is responsible for driving renewable energy and solar adoption to thousands of Westchester residents and includes a municipal solar integration partnership with NYPA bringing solar benefits to municipalities across the county. EnergySmart HOMES and Commercial Clean Heating & Cooling, an energy efficiency, clean heating and cooling solution, provides home and commercial buildings options through geothermal or air source heat pumps. Both programs offer a valuable solution for all Westchester residents and businesses and, importantly, those in current gas constricted areas.

At the forefront of innovation and always looking for and developing the next generation of solutions, Sustainable Westchester is working with NYSEERDA in the development of direct supply and energy storage and is in development of a Sunshine to EV model for adoption in member municipalities. In the summer of 2020, Sustainable Westchester launched in partnership with Logical Buildings, the first-of-its-kind Demand Response program for residential accounts. Sustainable Westchester understands that transportation is a critical component of the energy discussion, and its Clean Transportation Project includes the facilitation of municipal fleet conversion and the infrastructure for

charging stations. Included in its focus, Sustainable Westchester facilitates a zero waste initiative anchored by app technology for municipal recycling solutions (Recycle Right!). Other areas of focus include land use and complete streets.

**List the names of all local partner organizations.**

*Local partners may be community groups, local businesses, local governments, school districts, etc. These partners should contribute to the overall success of the campaign. Describe the role each organization will play in the campaign. It is strongly encouraged that the local government(s) be either the lead entity or a partner. It is encouraged that the campaign obtains a letter of commitment from the jurisdiction’s chief elected official describing their level of assistance and/or a local resolution expressing support of the campaign.*

<b>Name of Organization (Specify if Primary or Secondary)</b>	<b>Outreach / Support Offered / Notes</b>
<i>City of Rye - Primary</i>	<i>City proclamation, publicity via social media</i>
<i>Rye Sustainability Committee -Primary</i>	<i>Publicity via newsletter and social media channels community education/events – committed to support</i>
<i>Sustainable Westchester - Secondary</i>	<i>Publicity/community education/events/webinars</i>
<i>Other partners will be secured ( for ex. Farmer’s Market, Rye Garden Club, Town of Rye Sustainability, Jay Estate) - Secondary</i>	<i>Publicity/community outreach</i>

**Part 3: Community Profile and Preparation**

**Describe the community served by the campaign.**

*Include population and number of owner-occupied residences. Include any information that would be relevant to the scheduling of a seasonal campaign. For example, is your community a vacation destination, college town, consisting largely of renters, etc?*

The City of Rye Population: The City of Rye has a population of approximately 15,820 per the 2019 US Census [census.gov](https://www.census.gov).

Number of Owner-Occupied Residences: Approximately 70% (4,007/5,762) of all housing units in the City of Rye are owner-occupied, per 2019 US Census ([census.gov](https://www.census.gov)).

The City of Rye is a strong match for the ESH campaign because much of the housing stock is single family homes, many of the homes are older, heating with oil and can benefit from energy efficiency upgrades and clean heating and cooling. The City of Rye is also under the Con Ed gas constraints, so homeowners are looking for a new solution to heat and cool their homes without gas.


**Describe your community’s participation in local sustainability and clean energy initiatives.**  
*Describe your community’s participation in Clean Energy Communities and Climate Smart Communities. Has your community been in contact with a former Solarize campaign? Do you have plans to coordinate with another campaign?*

The City of Rye ran previous campaigns for Community Solar and Demand Response in the spring of 2021.

#### **Part 4: Campaign Goals, Vendor Selection, and Preliminary Marketing and Outreach Plan.**

Westchester County has worked closely with Sustainable Westchester to develop the EnergySmart Homes campaign. The team bypassed the need to issue an RFP by relying on Sustainable Westchester’s ESH Contractor/ Installer Partner List.

The EnergySmart Homes Installer Partner List is a specially selected group of contractors who meet the service and performance standards established by NYSERDA. These companies are accredited and in good standing with both NYSERDA (New York State Energy Research and Development Authority) and Con Edison. The installers became involved with the campaign by responding to a Request for Information (RFI) issued by Sustainable Westchester. They were competitively selected to participate in the community campaigns by the volunteer selection committee, which received support from technical experts.

<b>Contractor Name</b>	<b>Work Performed</b>
<b>Bell Heating &amp; Air Conditioning</b>  HEATING • AIR CONDITIONING • GEOTHERMAL SYSTEMS	<ul style="list-style-type: none"><li>● Air Source Heat Pump</li><li>● Ground Source Heat Pump</li><li>● Heat Pump Hot Water Heater</li></ul>

<p><b>Bruni &amp; Campisi</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> <li>• Ground Source Heat Pump</li> <li>• Heat Pump Hot Water Heater</li> <li>• Energy Efficiency</li> </ul>
<p><b>Dandelion Energy</b></p> 	<ul style="list-style-type: none"> <li>• Ground Source Heat Pump</li> </ul>
<p><b>Energy Management Solutions</b></p> 	<ul style="list-style-type: none"> <li>• Energy Efficiency</li> </ul>
<p><b>Geothermal Works</b></p> 	<ul style="list-style-type: none"> <li>• Ground Source Heat Pump</li> </ul>
<p><b>Healthy Home Energy</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> <li>• Energy Efficiency</li> </ul>
<p><b>Phoenix Mechanical</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>
<p><b>Robison</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>
<p><b>Skilled Mechanical</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>
<p><b>Technique Heating &amp; Cooling</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>

**Campaign Goals**

*State your goals for the number of installations that will result from your campaign within the applying jurisdiction's municipal boundaries:*

Number of Subscriptions/ Installations/Purchases: CLEAN HEATING AND COOLING	5 + (By 06/1/2022, with more projects completed throughout the year)
Number of Subscriptions/ Installations/Purchases: HOME ENERGY EFFICIENCY	5+ (By 06/1/2022, with more projects completed throughout the year)



# Community Campaigns - Scoping Document

Version 1 – City of Rye

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### Purpose

This scoping document is intended for use by local government officials seeking to earn credit for the Community Campaigns High-Impact Action under NYSERDA’s Clean Energy Communities Program. The purpose is to help municipal officials, campaign teams, and NYSERDA clearly understand the individual jurisdiction’s goals and objectives, milestones, and deliverables, as well as the roles and responsibilities of project partners, to help ensure the success of the campaign.

### Introduction

Community-scale campaigns can be an effective way to encourage adoption of new, innovative technologies to generate value and savings for consumers while advancing New York’s clean energy goals. The goal is for local residents and businesses to gain increased access to clean energy. Community Campaigns are generally short-term efforts that identify potential customers through widespread outreach and education.

### What is the focus of your Campaign? (Check all that apply)

- Community Solar**  
The intent of the campaign is to encourage residential and/or commercial customers to participate in the following solar opportunities (Check all that apply):
  - Community Solar
  - Solar-For-All
  
- Electric Vehicles**  
The intent is for the local government along with partner organizations and volunteers to initiate and develop partnerships with car dealerships, platform providers, and/or other EV industry partners to offer local residents and businesses a variety of makes and models of electric vehicles. The offer may be promoted through ride and drive events and other outreach efforts.

**Clean Heating and Cooling and Energy Efficiency**

The intent is for the local government to develop partnerships with NYSERDA-approved Clean Heating and Cooling Community Campaigns if they are available in the area. The local government along with partner organizations and volunteers organize a structured campaign to encourage the adoption of clean heating and cooling technologies (e.g., ground- and air- source heat pump systems and heat pump water heaters) as well as energy efficiency retrofits to homes, businesses, and community institutions.

**Demand Response**

Demand response is important because the actions of individual customers can be aggregated in ways that deliver significant value to the grid. Local governments are uniquely positioned to help customers benefit directly from this opportunity. The local government should consider developing partnerships with providers of demand response products and services, like smart thermostat deployments, battery energy storage, and peak saver campaigns. The objective is to increase resilience and leverage capacity markets for the benefit of participating customers.

## **Part 1: Project Overview, Primary Contact, and Lead Organization**

### **What is the name of the campaign?**

EnergySmart Homes Westchester County - Clean Heating and Cooling Campaign

### **What community/communities will be served, and who are the intended participants?**

*Specify the geographic area that your campaign falls within i.e., village, town, city, or county?  
Who are the intended participants?*

This clean heating and cooling campaign (CH&C) will be administered in, and serve the residents in the City of Rye. The objective of EnergySmart Homes is to significantly ramp up the rate of CH&C system adoption and energy efficiency by creating and servicing a demand for clean energy options in home heating and cooling. This will yield a host of related benefits, including decreasing heating fuel bills for residents and businesses, lowering greenhouse gas emissions and particulate pollution, creating new jobs, providing cost-effective alternatives to new natural gas expansion, and supporting economic growth. We will promote EnergySmart Homes by hosting and organizing webinar events, encouraging public and positive conversations and sharing homeowner testimonials to demonstrate CH&C success stories.

The intended participants are homeowners looking to make their buildings more energy efficient via their utility's Clean Heat Program or NYSERDA's program offerings, including Comfort Home, Assisted Home Performance and income qualified renters or apartment dwellers who could benefit from the Empower Program.

### **Who is the project manager for your campaign?**

*This person serves as the primary contact and is the liaison between NYSERDA and the core team for the duration of the campaign. All communication between NYSERDA and the campaign*

*will go through this individual. This person can be a volunteer, official, or staff member of the local government or lead organization. The project manager may not have financial relationships with vendors that may apply to participate in the campaign. The project manager should expect to make a significant time commitment to the campaign.*

First Name: Donna

Last Name: Providenti

E-mail: donnacprovidenti@gmail.com

Phone Number: 646-808-5122

Title / Position: Member, Rye Sustainability Committee

### **Who is the lead organization?**

*The lead organization must be a local government, school district, or nonprofit organization (Partnerships are strongly encouraged). The lead organization is responsible for coordinating with NYSERDA and among the other partners.*

Name of Lead Organization: City of Rye

Mailing Address: 1051 Boston Post Road, Rye, NY 10580

The Lead Organization is a: Local Government

## **Part 2: Partners and Core Team**

### **Provide the names of all members of your Core Team.**

*The Core Team may consist of volunteers from the community, officials, and/or staff members of the local government, or other partners. At least one official and/or staff member from the applying jurisdiction shall be a member of the Core Team and identified below. Include each Core Team member's role along with any specialty i.e., marketing, social media, specific software such as MS Excel, community outreach, etc. Core Team members may not have financial relationships with vendors that may apply to participate in the campaign. Core Team members should expect to make a significant time commitment to the campaign.*

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The City of Rye Sustainability Committee:

- James Ward, Vice Chair, (Project Manager, Coordinating Outreach & Marketing Efforts)
- Donna Providenti, Member, (Community Outreach)
- Pamela Haas, Member, (Marketing)



## Partner Organizations:

**1. City of Rye** - A city proclamation is forthcoming.

**2. City of Rye Sustainability Committee**

The Rye Sustainability Committee (RSC) is a ten member volunteer municipal committee. The committee assists in the implementation of the City of Rye Sustainability Plan which focuses on five key areas: energy, waste reduction/recycling, land/water use, transportation and community outreach/awareness. A main focus of the RSC is to foster an open dialogue between the community and City Hall and to educate residents on sustainable choices.

Since its formation in 2010, the committee has hosted educational events including pesticide-free yards, Rye Pollinator Pathways, organic gardening, managing invasive species, Community Choice Aggregation, Clean Energy talks, home energy efficiency, zero waste and the 'Green Screen' environmental film series. RSC initiated the first municipal, single-use plastic bag ban in Westchester County in 2011. In 2018, RSC researched and advocated for a municipal food scrap recycling drop-off and curbside service. Through community outreach, over 10% of households are registered for the program.

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Mailing Address: 40 Green Street, Mt. Kisco, NY 10549

Contact: Lauren Brois, EnergySmart Homes Director (914) 242-4725 x122

[Lauren@SustainableWestchester.org](mailto:Lauren@SustainableWestchester.org)

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Sustainable Westchester's portfolio of energy solutions includes Westchester Power, the first in N.Y. State Community Choice Aggregation program that provides 100% NYS hydropower and fixed electricity supply rates to its customers. Currently, Westchester Power is the default supplier in 27 County municipalities servicing nearly 1/3 of Westchester County customers. To date, the Westchester Power Program has made a significant environmental impact eliminating over 660,000 metric tons of CO<sub>2</sub>. Community Solar and its precursor Solarize Westchester is responsible for driving renewable energy and solar adoption to thousands of Westchester residents and includes a municipal solar integration partnership with NYPA bringing solar benefits to municipalities across the county. EnergySmart HOMES and Commercial Clean Heating & Cooling, an energy efficiency, clean heating and cooling solution, provides home and commercial buildings options through geothermal or air source heat pumps. Both programs offer a valuable solution for all Westchester residents and businesses and, importantly, those in current gas constricted areas.

At the forefront of innovation and always looking for and developing the next generation of solutions, Sustainable Westchester is working with NYSERDA in the development of direct supply and energy storage and is in development of a Sunshine to EV model for adoption in member municipalities. In the summer

of 2020, Sustainable Westchester launched in partnership with Logical Buildings, the first-of-its-kind Demand Response program for residential accounts. Sustainable Westchester understands that transportation is a critical component of the energy discussion, and its Clean Transportation Project includes the facilitation of municipal fleet conversion and the infrastructure for charging stations. Included in its focus, Sustainable Westchester facilitates a zero waste initiative anchored by app technology for municipal recycling solutions (Recycle Right!). Other areas of focus include land use and complete streets.

**List the names of all local partner organizations.**

*Local partners may be community groups, local businesses, local governments, school districts, etc. These partners should contribute to the overall success of the campaign. Describe the role each organization will play in the campaign. It is strongly encouraged that the local government(s) be either the lead entity or a partner. It is encouraged that the campaign obtains a letter of commitment from the jurisdiction’s chief elected official describing their level of assistance and/or a local resolution expressing support of the campaign.*

<b>Name of Organization (Specify if Primary or Secondary)</b>	<b>Outreach / Support Offered / Notes</b>
<i>City of Rye  - Primary</i>	<i>City proclamation, publicity via social media</i>
<i>Rye Sustainability Committee -Primary</i>	<i>Publicity via newsletter and social media channels community education/events – committed to support</i>
<i>Sustainable Westchester - Secondary</i>	<i>Publicity/community education/events/webinars</i>
<i>Other partners will be secured ( for ex. Farmer’s Market, Rye Garden Club, Town of Rye Sustainability, Jay Estate) - Secondary</i>	<i>Publicity/community outreach</i>

**Part 3: Community Profile and Preparation**

**Describe the community served by the campaign.**

*Include population and number of owner-occupied residences. Include any information that would be relevant to the scheduling of a seasonal campaign. For example, is your community a vacation destination, college town, consisting largely of renters, etc?*

The City of Rye Population: The City of Rye has a population of approximately 15,820 per the 2019 US Census [census.gov](https://www.census.gov).

Number of Owner-Occupied Residences: Approximately 70% (4,007/5,762) of all housing units in the City of Rye are owner-occupied, per 2019 US Census ([census.gov](https://www.census.gov)).

The City of Rye is a strong match for the ESH campaign because much of the housing stock is single family homes, many of the homes are older, heating with oil and can benefit from energy efficiency upgrades and clean heating and cooling. The City of Rye is also under the Con Ed gas constraints, so homeowners are looking for a new solution to heat and cool their homes without gas.

**Describe your community’s participation in local sustainability and clean energy initiatives. Describe your community’s participation in Clean Energy Communities and Climate Smart Communities. Has your community been in contact with a former Solarize campaign? Do you have plans to coordinate with another campaign?**




The City of Rye ran previous campaigns for Community Solar and Demand Response in the spring of 2021.

#### **Part 4: Campaign Goals, Vendor Selection, and Preliminary Marketing and Outreach Plan.**

Westchester County has worked closely with Sustainable Westchester to develop the EnergySmart Homes campaign. The team bypassed the need to issue an RFP by relying on Sustainable Westchester’s ESH Contractor/ Installer Partner List.

The EnergySmart Homes Installer Partner List is a specially selected group of contractors who meet the service and performance standards established by NYSERDA. These companies are accredited and in good standing with both NYSERDA (New York State Energy Research and Development Authority) and Con Edison. The installers became involved with the campaign by responding to a Request for Information (RFI) issued by Sustainable Westchester. They were competitively selected to participate in the community campaigns by the volunteer selection committee, which received support from technical experts.

<b>Contractor Name</b>	<b>Work Performed</b>
------------------------	-----------------------

<p><b>Bell Heating &amp; Air Conditioning</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> <li>• Ground Source Heat Pump</li> <li>• Heat Pump Hot Water Heater</li> </ul>
<p><b>Bruni &amp; Campisi</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> <li>• Ground Source Heat Pump</li> <li>• Heat Pump Hot Water Heater</li> <li>• Energy Efficiency</li> </ul>
<p><b>Dandelion Energy</b></p> 	<ul style="list-style-type: none"> <li>• Ground Source Heat Pump</li> </ul>
<p><b>Energy Management Solutions</b></p> 	<ul style="list-style-type: none"> <li>• Energy Efficiency</li> </ul>
<p><b>Geothermal Works</b></p> 	<ul style="list-style-type: none"> <li>• Ground Source Heat Pump</li> </ul>
<p><b>Healthy Home Energy</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> <li>• Energy Efficiency</li> </ul>
<p><b>Phoenix Mechanical</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>
<p><b>Robison</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>
<p><b>Skilled Mechanical</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>
<p><b>Technique Heating &amp; Cooling</b></p> 	<ul style="list-style-type: none"> <li>• Air Source Heat Pump</li> </ul>

**Campaign Goals**

*State your goals for the number of installations that will result from your campaign within the applying jurisdiction's municipal boundaries:*

Number of Subscriptions/ Installations/Purchases: CLEAN HEATING AND COOLING	5 + (By 06/1/2022, with more projects completed throughout the year)
Number of Subscriptions/ Installations/Purchases: HOME ENERGY EFFICIENCY	5+ (By 06/1/2022, with more projects completed throughout the year)