



Village of Rye Brook
Agenda
Board of Trustees Meeting
Tuesday, July 26, 2016 @ 7:30 PM
Village Hall, 938 King Street

1. 7:00 P.M. - EXECUTIVE SESSION:
2. 7:30 P.M. - REGULAR MEETING:
3. PLEDGE OF ALLEGIANCE:
4. REPORT/PRESENTATIONS:
5. PUBLIC HEARINGS:
6. RESOLUTIONS:
 - 6.1. Considering setting a public hearing for an amended site plan at property located at 1100 King Street (Reckson Executive Park) to construct exterior improvements including a pavilion and seating area, volleyball court, two (2) bocce courts, and construction of a storage room and walkway at the rear of Building 2.
 - * [Resolution: Setting Public Hearing on Site Plan Amendment](#)
 - * [Site Plan 04-04-2016 Reckson site plan](#)
 - * [Planning Board Reckson Report & Recommendation](#)
 - * [Reckson Sports Courts FPCA Memo 2016.7.7](#)
 - * [Reckson Cover Ltr - Amended Site Plan for Exterior Amenities](#)
 - * [Reckson Sports Court Site Survey 16-7-8](#)
 - * [Reckson Sports Court Topo Survey 16-7-8](#)
 - * [Certified Resolution - Referral of Reckson Application to PB](#)
 - * [Reckson Site Plan Application Exterior](#)
 - * [Short EAF](#)
 - * [Reckson Site Plan Application FULL](#)
 - 6.2. Considering the request for removal of a significant tree at 278 North Ridge Street.
 - * [Resolution: Significant Tree at 278 North Ridge Street](#)
 - * [278 N Ridge Tree Removal Application & Arborist Report](#)
 - * [Tree Replanting Plan](#)
 - 6.3. Considering an inter-municipal agreement between the Village of Rye Brook, Town of Rye, and the Port Chester School District to share funding for a flood mitigation study in the vicinity of Avon Circle, as well as downstream, including Bowman Avenue and the area west of the Port Chester Middle School building.
 - * [Resolution: Village-Town-School IMA](#)
 - * [IMA - Village-Town-School Flood Mitigation Project](#)
 - * [Schedule A - Attachment to Village-Town-School IMA](#)
 - * [DRE Flood Mitigation Study Proposal](#)
 - * [WC Flood Mitigation Project Applic](#)
 - * [Picture - Avon Circle - Storm on 04-15-2007](#)

- 6.4. Considering an inter-municipal agreement between the Village of Rye Brook and the County of Westchester for a Flood Mitigation Project grant to share funding for a flood mitigation study in the vicinity of Avon Circle, as well as downstream, including Bowman Avenue and the area west of the Port Chester Middle School building.
 - * [Resolution: Approving Village-County IMA](#)
 - * [West Co IMA - Phase I - Flood Mitigation Study](#)
 - * [WC Flood Mitigation Program Fact Sheet \(FINAL\)](#)
 - * [DRE Flood Mitigation Study Proposal](#)
- 6.5. Considering the conditional appointment of a Firefighter.
 - * [Resolution: Appointing Firefighter](#)
- 6.6. Considering an agreement with Graybar as part of the US Communities Program to coordinate and install LED street lights throughout the Village.
 - * [Resolution: Graybar LED Lighting Agreement](#)
 - * [Estimated Energy Savings - Philips RoadFocus 7-20-16](#)
 - * [Graybar Rye Brook Proposal](#)
 - * [Graybar FAQ's for USC](#)
 - * [Graybar Overview](#)
 - * [American Medical Assoc \(AMA\) Policy on LED streetlights](#)
 - * [US Dept of Energy Response to AMA Policy on LED streetlights](#)
- 6.7. Considering authorizing the purchase of a John Deere 1575 Commercial Front Mower on the basis of best value through NJPA.
 - * [Resolution: John Deere Mower](#)
 - * [John Deere NJPA Backup](#)
- 6.8. Considering authorizing the use of Village Streets for the Wall Street *Rides For Autism Research* event on Saturday, October 8, 2016.
 - * [Resolution: Wall Street Rides FAR Bike Ride 2016](#)
 - * [Event Request Form](#)
 - * [Notification to Mayor](#)
 - * [FARCues 2016](#)
 - * [FAR62 Mile Route 4.28.16](#)
 - * [FAR 30 Mile Route 5.13.16](#)
 - * [FAR 20 Mile Route Map 5.20.16](#)
- 6.9. Considering the approval of the minutes for the meetings held on June 14, 2016, June 28, 2016, and July 12, 2016.
 - * [Resolution: Minutes](#)
 - * [6-14-16 Draft Minutes](#)
 - * [6-28-16 Draft Minutes](#)
 - * [7 12 16 Draft Minutes](#)
7. ADMINISTRATOR'S REPORT:
8. OLD BUSINESS:
9. NEW BUSINESS:
10. DISCUSSION ITEM:

11. UNFINISHED BUSINESS
12. ADJOURNMENT

**ACTION ON NON-AGENDA MATTERS SUBJECT TO THE CONSENT OF
THE TRUSTEES PRESENT AT THE MEETING**

THE NEXT SPECIAL AND REGULAR TRUSTEES MEETINGS

Regular Meetings: August 23, 2016 and September 13, 2016

July 26, 2016 _____

RESOLUTION

**SETTING A PUBLIC HEARING FOR ON APPLICATION FOR AN
AMENDED SITE PLAN AT PROPERTY LOCATED AT
1100 KING STREET (Reckson Executive Park)**

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, Reckson Operating Partnership L.P., property owner, submitted an application for approval of an Amended Site Plan Approval, Wetlands Permit and Steep Slopes Permit to construct exterior improvements at Reckson Executive Park, including a pavilion and seating area, volley ball court, two (2) bocce courts, and construction of a storage room and walkway at the rear of Building 2 on property located at 1100 King Street, Rye Brook, New York, which also is known and designated on the Tax Assessment Map of the Village of Rye Brook as Section 124.81, Block 1, Lot 1 and Section 124.82, Block 1, Lot 1 (the "Property"); and

WHEREAS, the Board of Trustees is the approval authority for the Amended Site Plan pursuant to Village Code §209-1.A(1) and the Planning Board is the approval authority for the Wetland Permit and Steep Slopes Permit pursuant Chapters 213 and 245 of the Village Code; and

WHEREAS, the Board of Trustees, pursuant to the State Environmental Quality Review Act (SEQRA) determines the proposed action to be an Unlisted Action pursuant to SEQRA; and

WHEREAS, on May 10, 2016 the Board of Trustees referred the application to the Village of Rye Brook Planning Board for report and recommendation; and

WHEREAS, on July 14, 2016 the Planning Board issued its Report and Recommendation to the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Rye Brook shall hold a public hearing on August 18, 2016 at 7:30p.m. at Village Hall, 938 King Street, Rye Brook, New York to consider the above-referenced application.

BE IT FURTHER RESOLVED, that the Board of Trustees directs that, pursuant to General Municipal Law §239-m and Westchester County Administrative Code §277.61, the application shall be referred to Westchester County Department of Planning for comment no less than 30 days prior to the public hearing concerning the application, and directs that pursuant to General Municipal Law §239-nn and Westchester County

Administrative Code §277.71, notice of public hearing shall be sent to the Town of Greenwich and the Town/Village of Harrison no less than 10 days prior to the public hearing concerning the application.

BE IT FURTHER RESOLVED, that the Applicant is hereby directed to comply with Section 250-40 of the Village Code regarding notification for the public hearing.

RECKSON EXECUTIVE PARK

1100 KING STREET, RYE BROOK, NEW YORK

3/24/2016

Site Plan Application / Wetland Application / Steep Slope Permit Application

DRAWINGS:

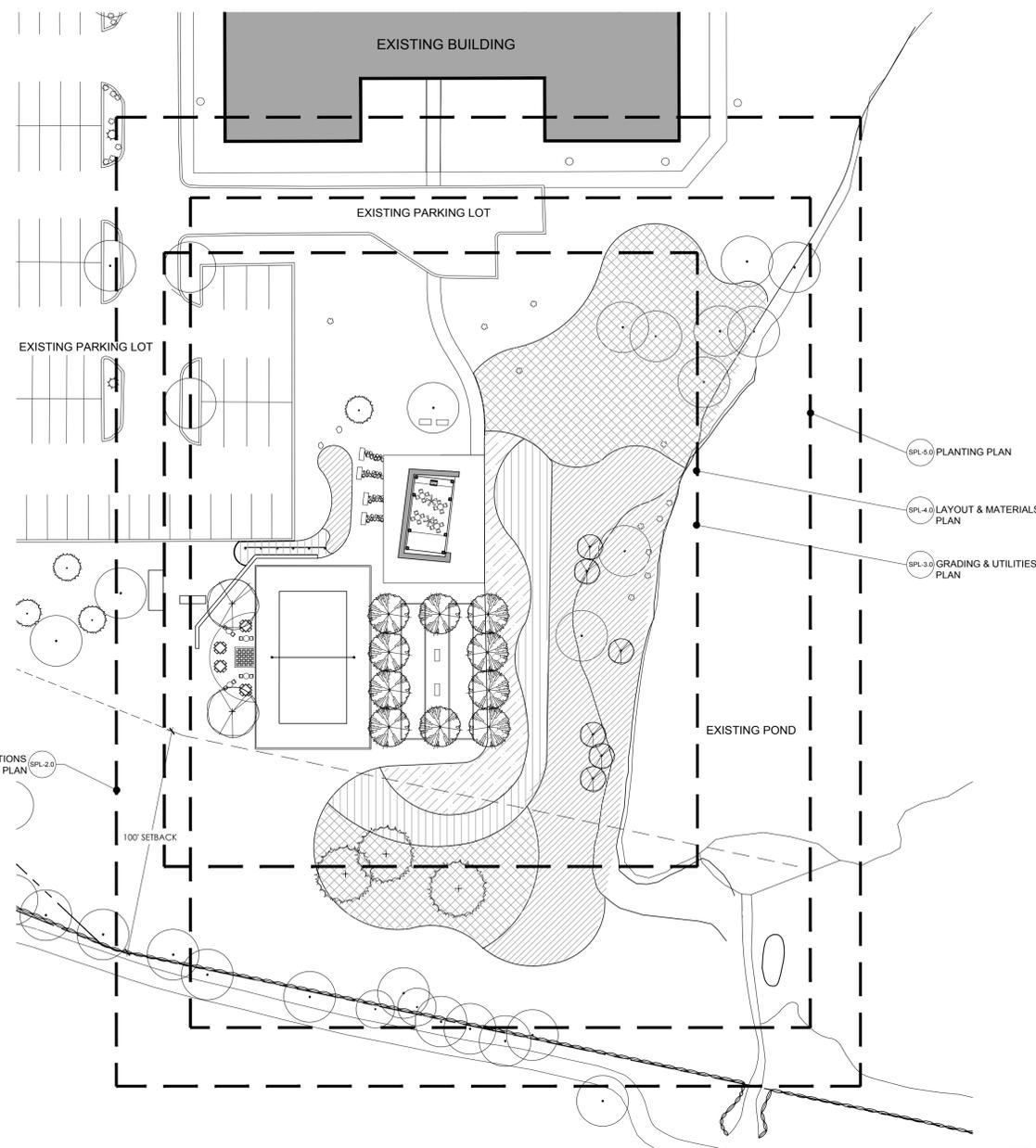
LANDSCAPE SITE PLAN :	SPL 1.0
EXISTING CONDITIONS AND REMOVALS PLAN :	SPL 2.0
GRADING AND UTILITIES PLAN :	SPL 3.0
LAYOUT AND MATERIALS PLAN :	SPL 4.0
PLANTING PLAN :	SPL 5.0
PLANTING NOTES AND DETAILS PLAN :	SPL 6.0
PLANTING LIST AND IMAGES PLAN :	SPL 7.0





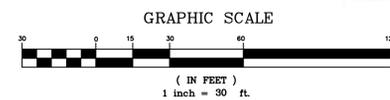
1 AERIAL
SPL-1.0

NTS



2 PROJECT AREA
SPL-1.0

SCALE: 1"=30'-0"



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eric r a i n s
landscape architecture, llc
33 N Water Street
Salem, CT 06483-2000
www.erlatrac.com

NO.	ISSUE	DATE
3	SITE PLAN APP. UPDATED SITE RECON.	4.4.16
2	SITE PLAN APPLICATION	4.1.16
1	SITE PLAN APPLICATION	3.24.16

RECKSON EXECUTIVE PARK
EXTERIOR IMPROVEMENTS PHASE II
RYE BROOK NEW YORK

PROJECT
DWG. TITLE
**LANDSCAPE
SITE PLAN**

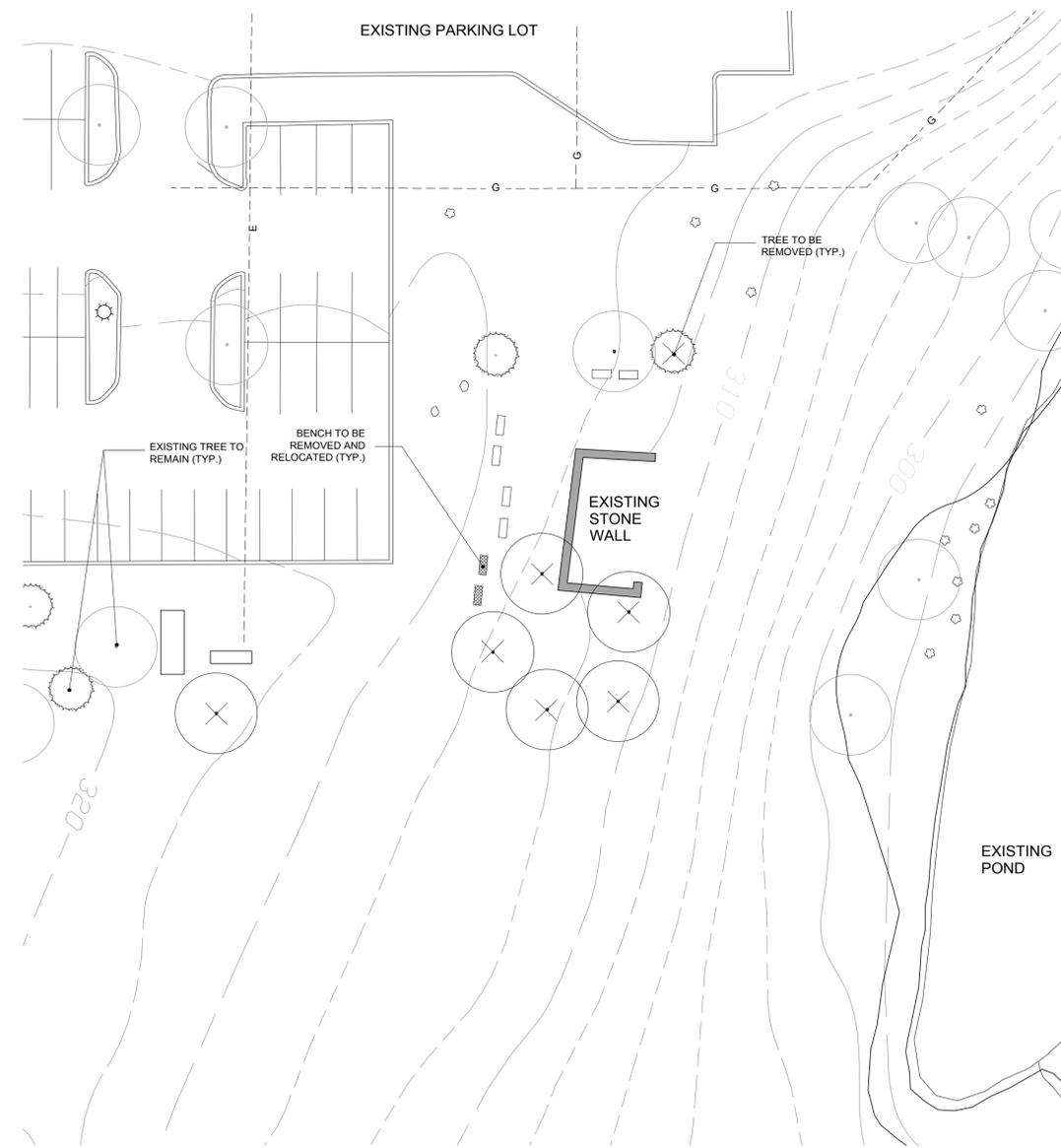
JOB NO.
DATE
2016.3.24

SCALE
AS NOTED

SPL-1.0



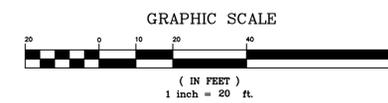
EXISTING CONDITIONS SCALE: 1"=20'-0"



REMOVAL AND SITE PREPARATIONS PLAN SCALE: 1"=20'-0"

LEGEND:

- E--- EXISTING ELECTRIC-VERIFY IN FIELD
- G--- EXISTING GAS-VERIFY IN FIELD
- EXISTING BENCH/PICNIC TABLE



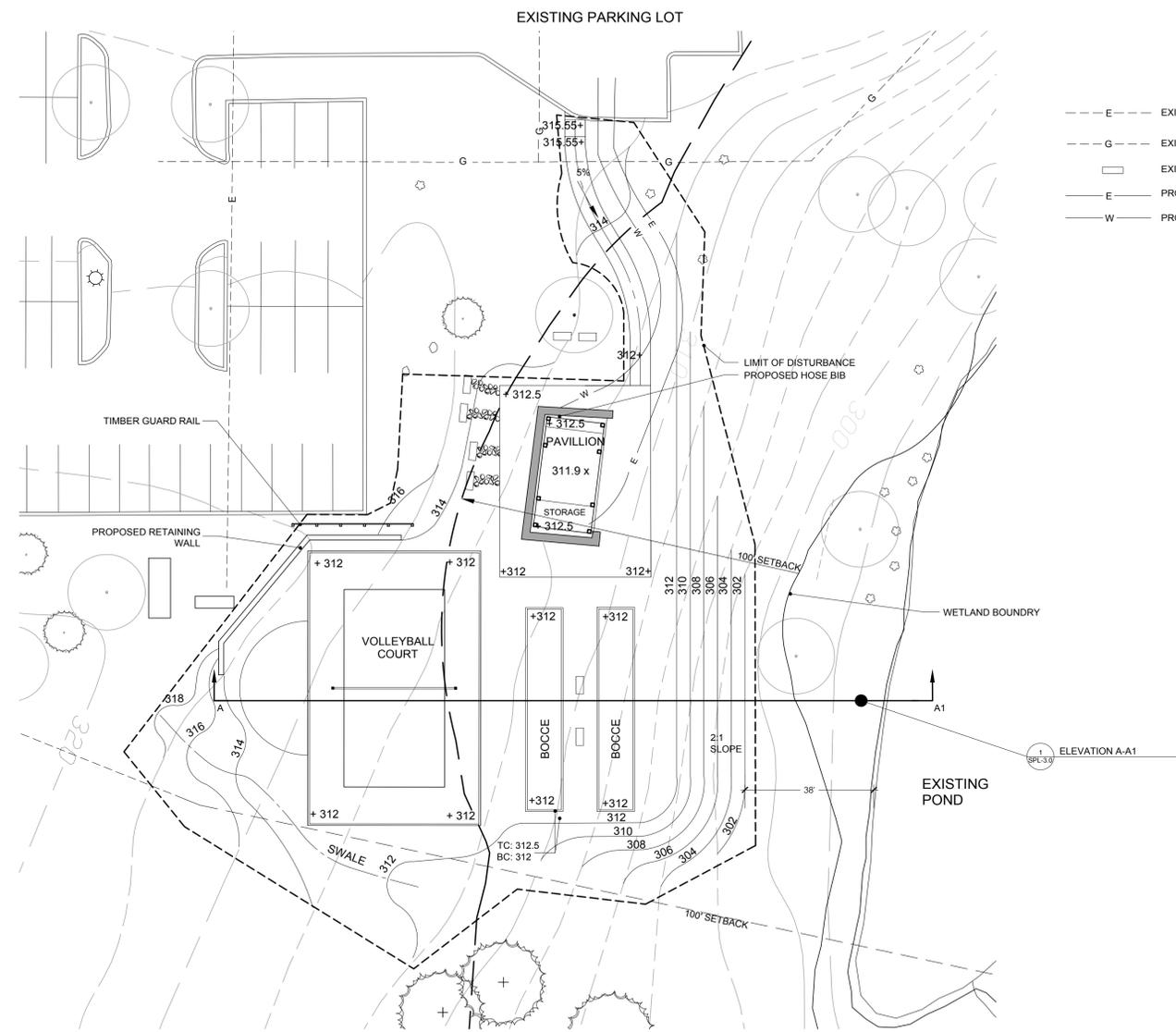
erla
 eric r a i n s
 landscape architecture, llc
 33 N Water Street 5th Fl. 06860
 203.853.7000 www.erlra.com

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3	SITE PLAN APP. UPDATED SITE RECON	4.4.16
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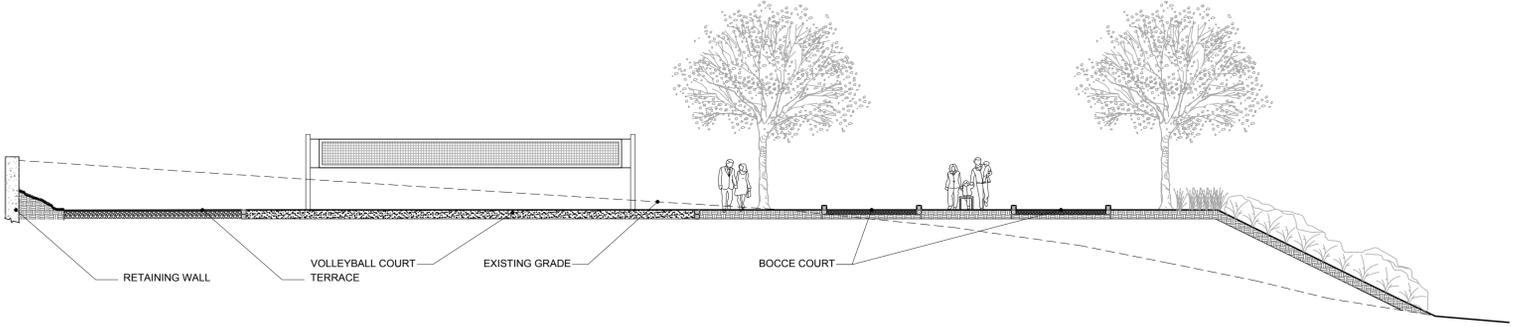
RECKSON EXECUTIVE PARK
 EXTERIOR IMPROVEMENTS PHASE II
 RYE BROOK NEW YORK

PROJECT: EXISTING CONDITIONS & REMOVALS PLAN
 DATE: 2016.03.24
 SCALE: AS NOTED

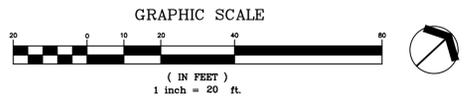
SPL-2.0



- LEGEND:**
- - - E - - - EXISTING ELECTRIC-VERIFY IN FIELD
 - - - G - - - EXISTING GAS-VERIFY IN FIELD
 - EXISTING BENCH/PICNIC TABLE
 - E — PROPOSED ELECTRIC
 - W — PROPOSED 3/4" SEASONAL WATER LINE



1 ELEVATION A-A1
SPL-3.0 SCALE: NTS



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RECKSON EXECUTIVE PARK
EXTERIOR IMPROVEMENTS PHASE II
RYE BROOK NEW YORK

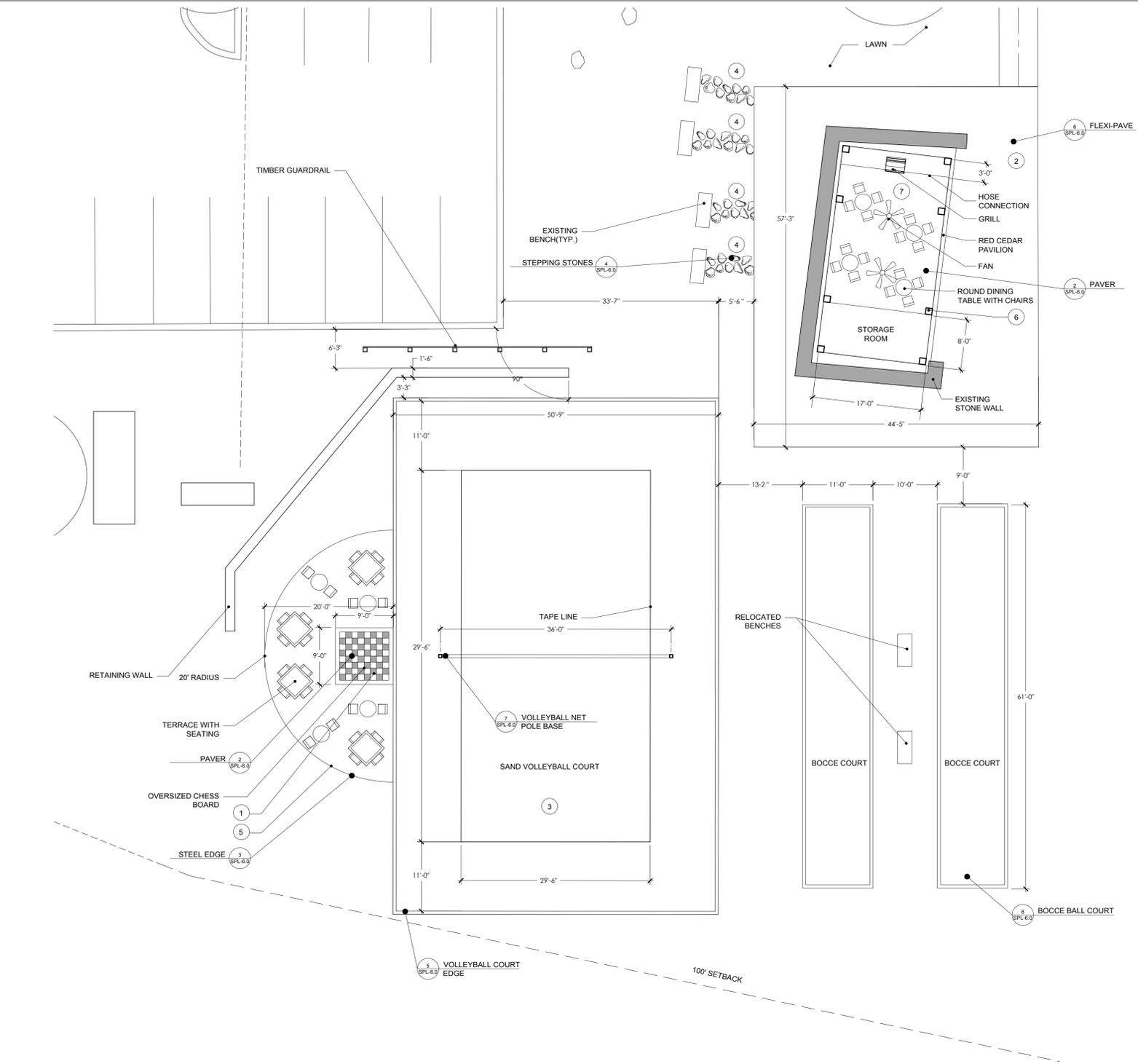
PROJECT
DRAWING TITLE
JOB NO.
DATE
SCALE

GRADING &
UTILITIES PLAN

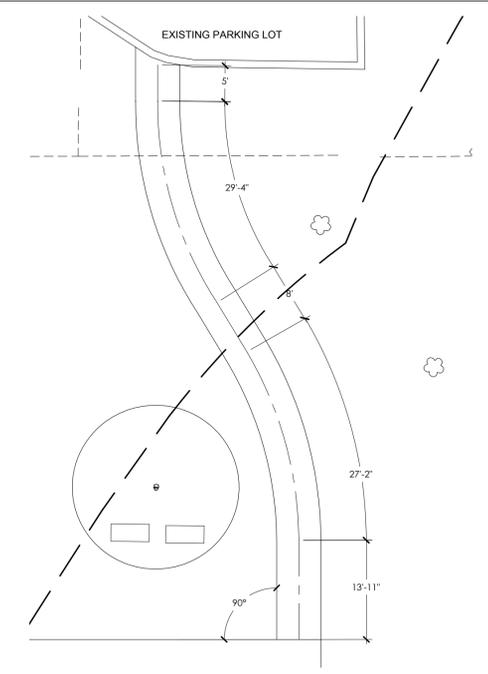
2016.03.24
AS NOTED

SPL-3.0



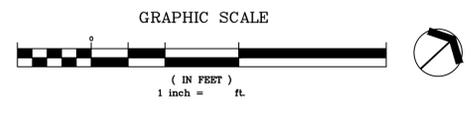


1 PAVILLION AND RECREATION AREA ENLARGEMENT
 SPL-4.0 SCALE: NTS



2 WALK ENLARGEMENT
 SPL-4.0 SCALE: NTS

PAVILLION IMAGES



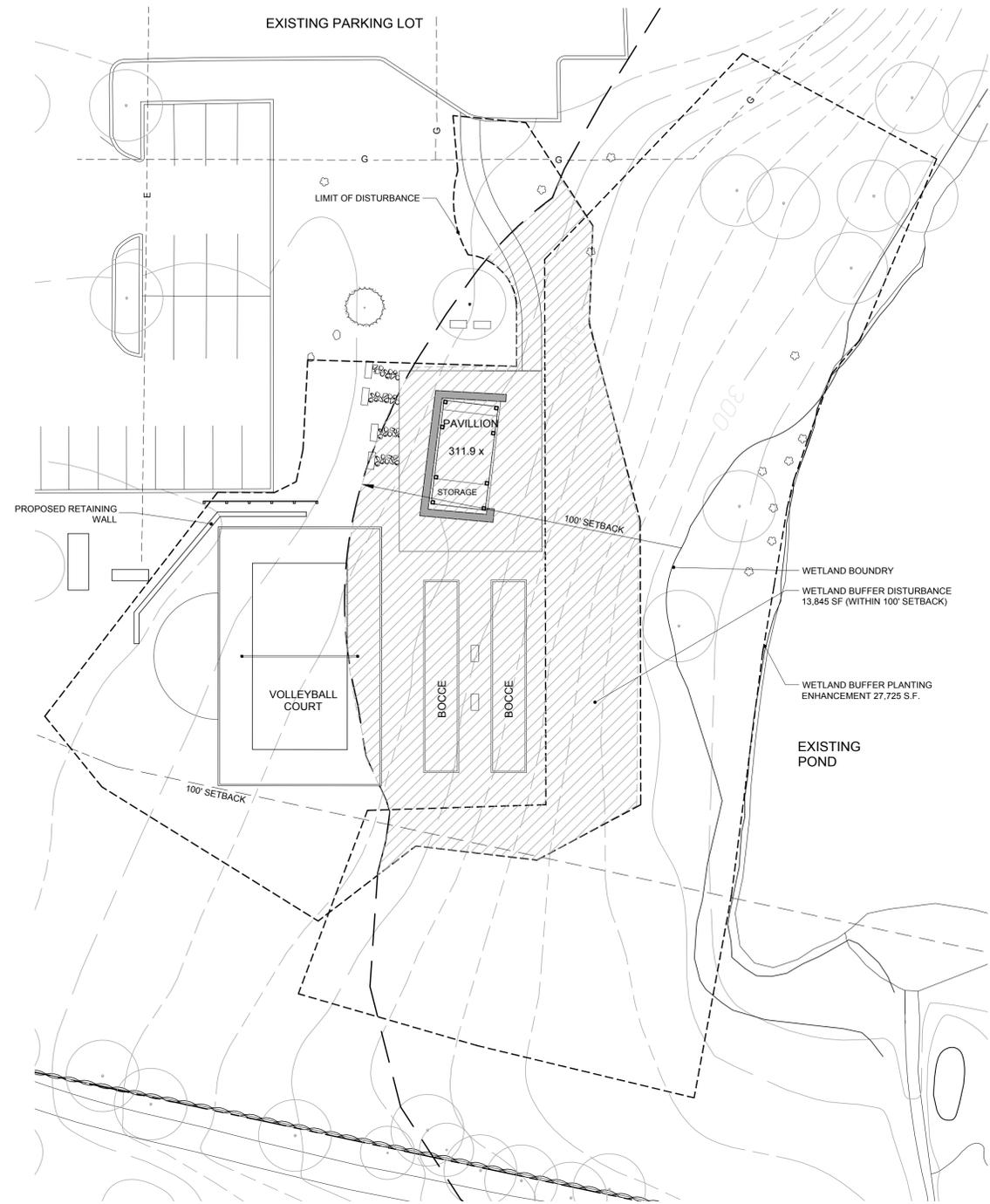
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3	SITE PLAN FOR APPROVED SITE RECON	4.4.16
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RECKSON EXECUTIVE PARK
 EXTERIOR IMPROVEMENTS PHASE II
 RYE BROOK NEW YORK

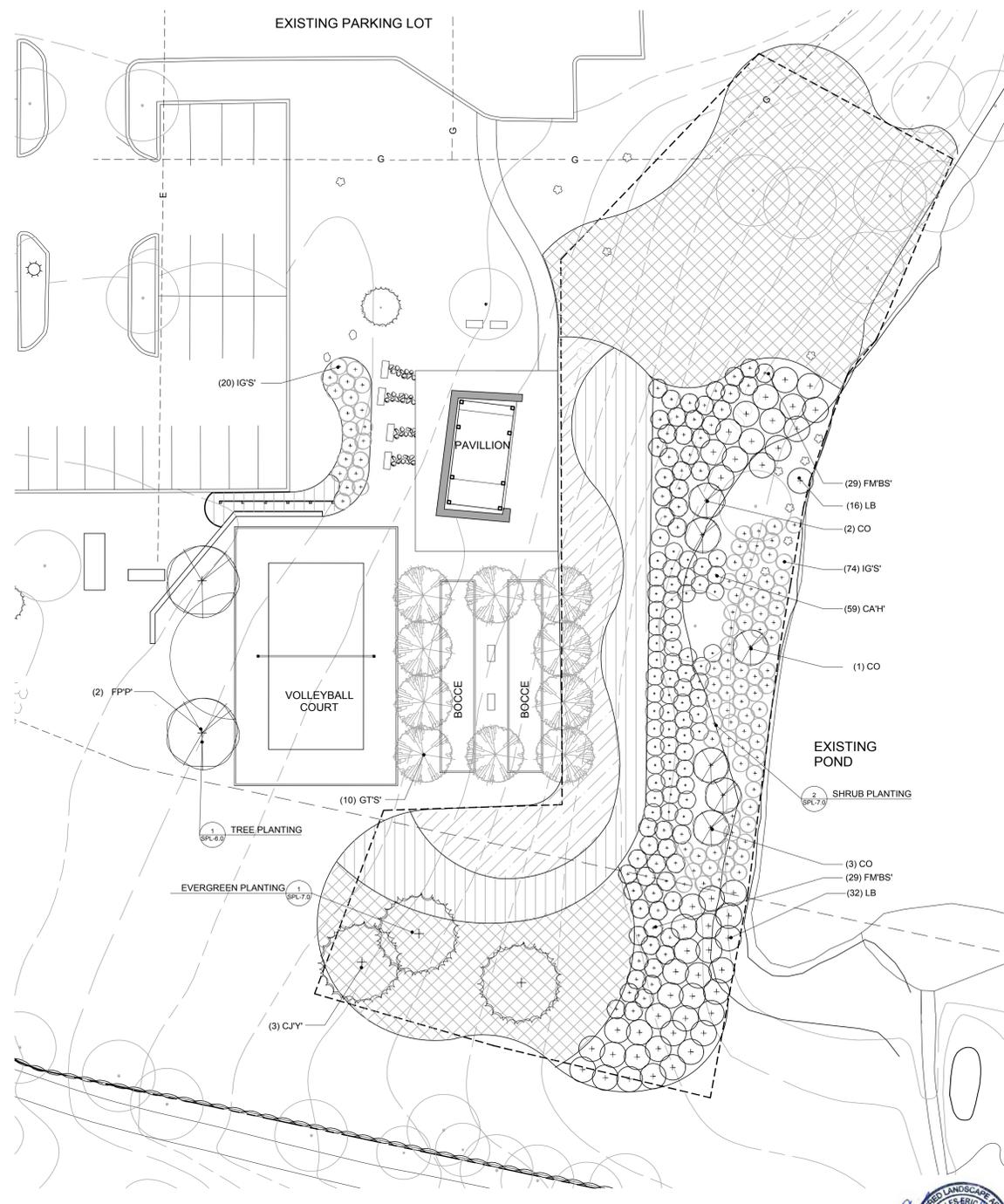
PROJECT	LAYOUT & MATERIALS PLAN
JOB NO.	
DATE	2016.03.24
SCALE	AS NOTED

SPL-4.0

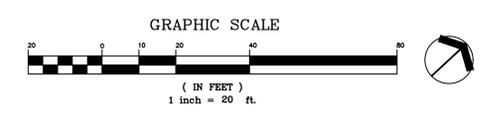




WETLAND BUFFER LEGEND:
 AREA DISTURBED WITHIN 100' SETBACK (13,800 S.F.)



PROPOSED WETLAND BUFFER ENHANCEMENT AREA:
 NOTE: SEE SPL-7.0 FOR PLANT LIST AND IMAGES



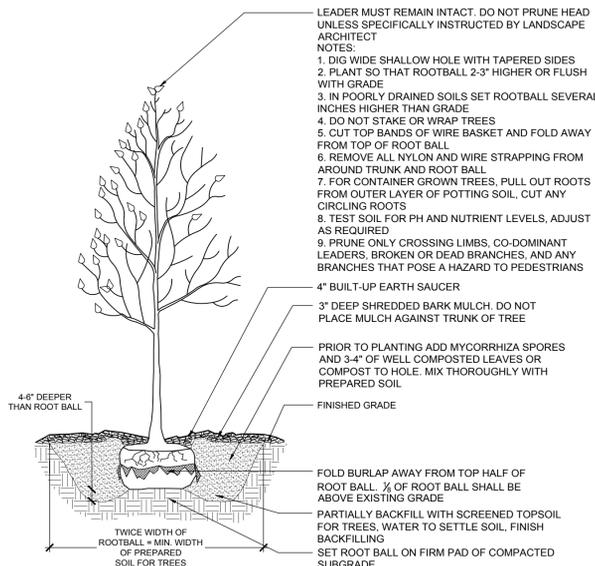
NO.	ISSUE	DATE
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RECKSON EXECUTIVE PARK
 EXTERIOR IMPROVEMENTS PHASE II
 RYE BROOK NEW YORK

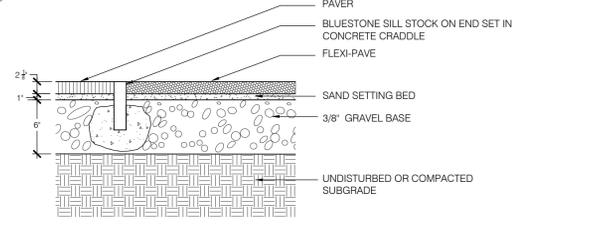
PROJECT:
 DRAWING TITLE: **PLANTING PLAN**
 JOB NO.:
 DATE: 2016.03.24
 SCALE: AS NOTED

SPL-5.0

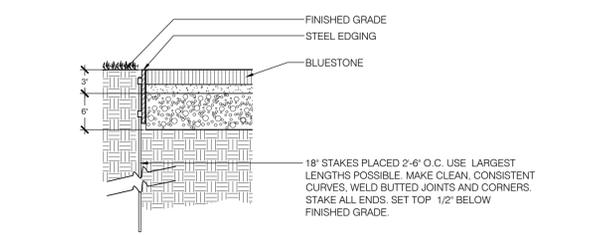




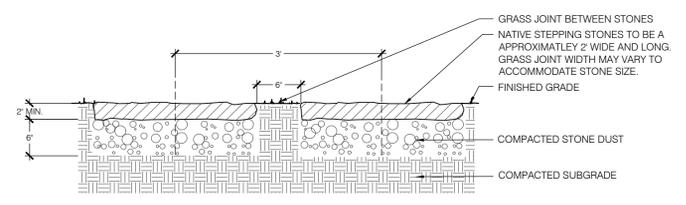
1 TREE PLANTING
SPL-6.0 NTS



2 PAVER
SPL-6.0 NTS



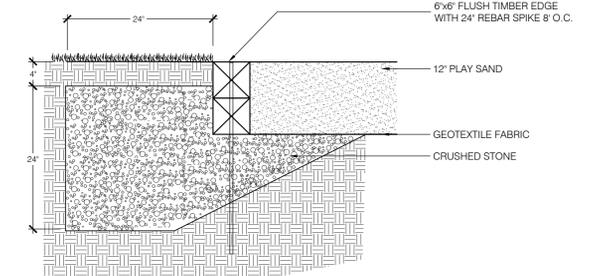
3 STEEL EDGE
SPL-6.0 NTS



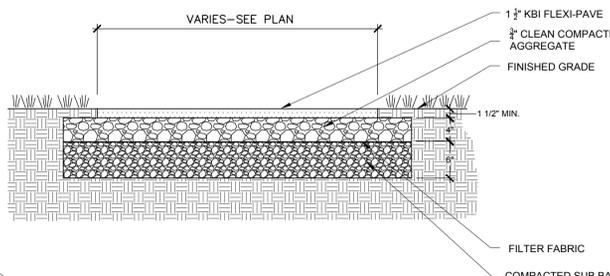
4 STEPPING STONES
SPL-6.0 NTS

PLANTING NOTES

- EACH TREE AND SHRUB MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
- DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
- STAKE TREE BASED ON CRITERIA BELOW OR AS REQUESTED BY THE LANDSCAPE ARCHITECT.
- WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- BACK FILL WITH SOIL EXCAVATED TO MAKE HOLE. IN SANDY LOAM SOILS ADD CLEAN COMPOSTED ORGANIC MATERIAL (20% MAX. BY VOLUME) TO THE EXISTING SOIL.
- DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. MAINTAIN THE MULCH FREE OF WEEDS.
- ALL PLANT MATERIAL SHALL BE INSPECTED FOR DEFECTS AND OR DAMAGE BEFORE PLANTING. SUBSTANDARD PLANTS SHALL BE RETURNED TO AND REPLACED BY THE CONTRACTOR. ACCEPTABLE PLANTS ARE TO BE PLANTED PER THE SPECIFICATIONS OF THE PLANT.
- ALL PLANTINGS OPERATIONS SHALL BE PERFORMED AND COMPLETED BETWEEN OCTOBER 1 AND THE DATE AT WHICH FROZEN SOIL CONDITIONS EXIST, AND/OR FROM APRIL 15 TO JUNE 15.
- ALL PLANT MATERIAL IS TO HAVE A ONE YEAR WARRANTY THAT WILL INCLUDE ALL MATERIALS AND LABOR. REPLACEMENT OPERATIONS SHALL OCCUR DURING THE APPROPRIATE GROWING SEASON AND SHALL INCLUDE ALL MATERIAL THAT HAS LOST UP TO 25% OF ITS AREA OR MASS.
- THE ACCEPTABILITY OF THE PLANT MATERIAL FURNISHED AND PLANTED SHALL BE DETERMINED AT THE END OF THE FIRST FULL GROWING SEASON. SHOULD THE INSTALLING CONTRACTOR NOT BE THE MAINTENANCE CONTRACTOR, THE INSTALLING CONTRACTOR SHALL, AS NECESSARY, INFORM THE OWNER OF ANY CONDITIONS THAT ARE CAUSING THE INSTALLED PLANT MATERIAL TO SUFFER OR DECLINE.
- AT THE END OF ONE FULL GROWING SEASON, AN INSPECTION TO DETERMINE THE ACCEPTABILITY OF PLANT ESTABLISHMENT WILL BE HELD BY THE CONTRACTOR AND OWNER NO LATER THAN OCTOBER 1. AT THE END OF ONE YEAR, CONTRACTOR SHALL REPLACE ALL DEAD SHRUBS AND PLANTINGS AND PERFORM ANY NECESSARY CORRECTIVE ACTION.
- PROVIDE COMPLETE AUTOMATIC IRRIGATION SYSTEM FOR ALL PLANTED AREAS WITHIN LIMIT OF WORK. COORDINATE WITH FACILITY MANAGER FOR LOCATION OF WATER LINES AND METER. PROVIDE ALL COMPONENTS INCLUDING BACKFLOW PREVENTER FOR COMPLETE SYSTEM.
- REMOVE PVC CAPS, REPLACE WITH C.I. OR BURY



5 VOLLEYBALL COURT EDGE
SPL-6.0 NTS



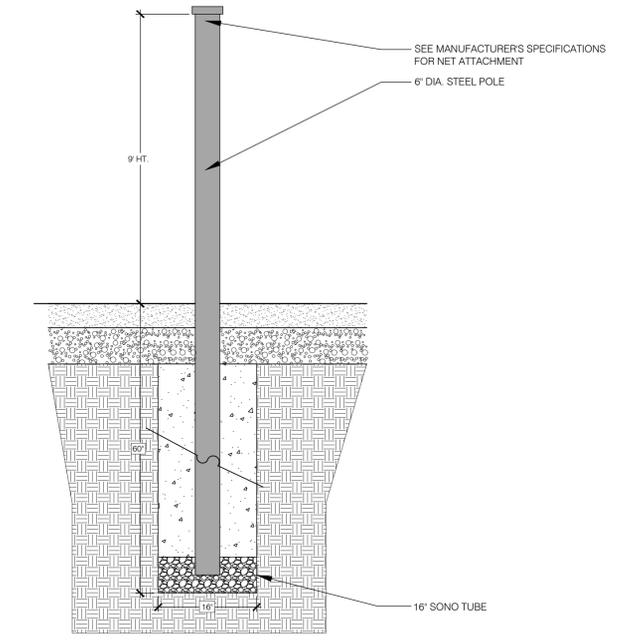
6 FLEXI-PAV
SPL-6.0 NTS

SITE MATERIALS SCHEDULE

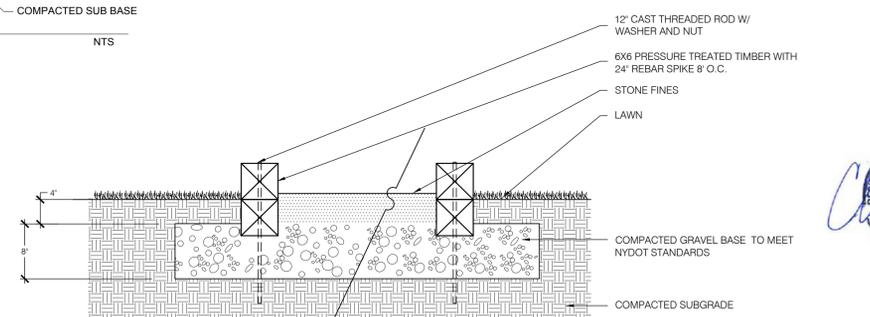
SYM	ITEM
(1)	GRANITE PAVER 24\"/>

SOIL CHART

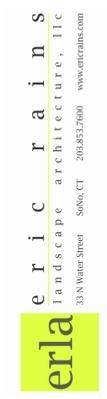
POST CONSTRUCTION SOIL CONDITION	TYPE OF PREPARATION
GOOD SOIL	LOOSEN EXISTING SOIL
COMPACTED SOIL	LOOSEN EXISTING SOIL, ADD COMPOSTED ORGANIC MATTER TO BRING ORGANIC CONTENT TO 5% DRY WEIGHT
CLAY CONTENT 5-35%	LOOSEN EXISTING SOIL, ADD ORGANIC MATTER TO BRING ORGANIC CONTENT TO 5% DRY WEIGHT
SANDY LOAM SOILS	ADD CLEAN COMPOSTED ORGANIC MATERIAL (20% MAX. BY VOLUME) TO THE EXISTING SOIL.
POOR QUALITY, HEAVY CLAY SOIL	REMOVE EXISTING SOIL, ADD LOAM TOPSOIL



7 VOLLEYBALL NET POLE BASE
SPL-6.0 NTS



8 BOCCE BALL COURT
SPL-6.0 NTS



NO	ISSUE	DATE
3	SITE PLAN APP. SITE RECON UPDATE	4.4.16
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RECKSON EXECUTIVE PARK
EXTERIOR IMPROVEMENT PHASE II
RYE BROOK NEW YORK



PROJECT TITLE: PLANTING NOTES & DETAILS

DATE: 2016.03.24

SCALE: AS NOTED

SPL-6.0

PLANT IMAGES:

SHRUBS:



**ILEX GLABRA 'SHAMROCK'/
SHAMROCK INKBERRY**



**CLETHRA ALNIFOLIA 'HUMMINGBIRD'/
HUMMINGBIRD SUMMERSWEET**



**CEPHALANTHUS OCCIDENTALIS/
BUTTONBUSH**



**FOTHERGILLA MAJOR 'BLUE SHADOW'/
BLUE SHADOW WITCH ALDER**



**LINDERA BENZOIN/
SPICEBUSH**



ORNAMENTAL GRASSES:



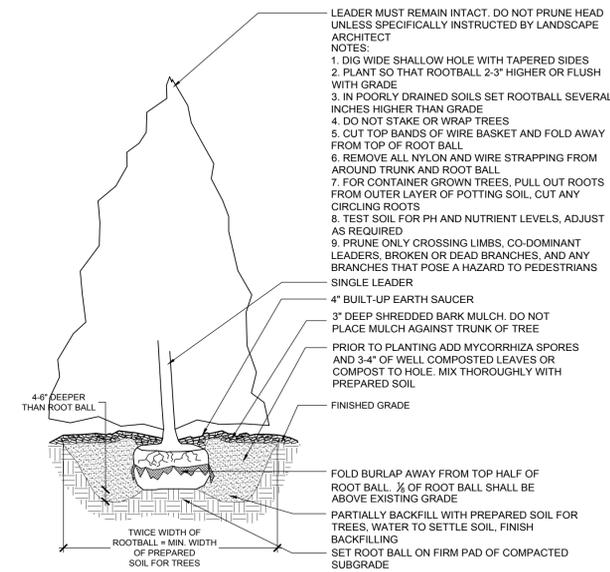
**PANICUM VIRGATUM 'SHENANDOAH'/
SHENANDOAH SWITCHGRASS**



**SPOROBOLUS HETEROLEPIS/
PRAIRIE DROPSEED**

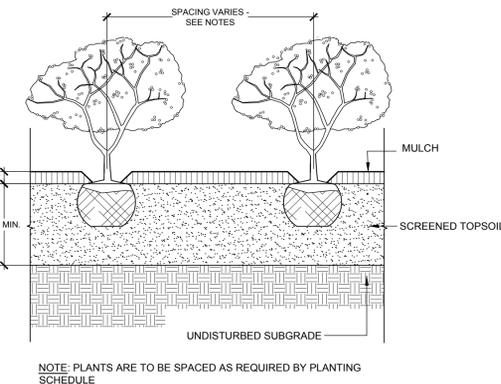


**SPOROBOLUS HETEROLEPIS/
PRAIRIE DROPSEED**



1 EVERGREEN TREE PLANTING
SPL-7.0

SCALE: NTS



2 SHRUB PLANTING
SPL-7.0

SCALE: NTS

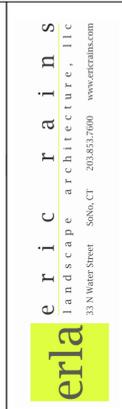
PLANT LIST FOR PROPOSED WETLAND BUFFER ENHANCEMENT:

TREES						
CJY*	3	Cryptomeria japonica 'Yoshino'	Yoshino Japanese Cedar	B&B	12-14'	Full, Nicely Shaped
FFM	2	Fraxinus pennsylvanica 'Patmore'	Patmore Seedless Ash	B&B	2 1/2" - 3" Cal.	Full, Nicely Shaped
GT'S	10	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Honeylocust	B&B	2 1/2" - 3" cal.	Full, Nicely Shaped, 6' clear to ground
SHRUBS						
CAH*	59	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	Cont.	#3	Full, Nicely Shaped
CO	6	Cephalanthus occidentalis	Buttonbush	Cont.	#5	Full, Nicely Shaped
FMBS	58	Fothergilla major 'Blue Shadow'	Blue Shadow Witch Alder	Cont.	#3	Full, Nicely Shaped
IG'S*	94	Ilex glabra 'Shamrock'	Shamrock Inkberry	B&B	24-36" ht.	Full, Nicely Shaped
LB	48	Lindera benzoin	Spicebush	B&B	36-42" ht.	Full, Nicely Shaped
ORNAMENTAL GRASSES						
PVR*	1612	Panicum virgatum 'Shenandoah'	Red Switch Grass	Cont.	4" pot	18" O.C.
SH	745	Sporobolus heterolepis	Prairie Dropseed	Cont.	4" pot	24" O.C.
WILDFLOWER SEED MIX				12,100 S.F.	Application rate: 1 lb/1900s.f.	

* New England Showy Wildflower Seed Mix*, supplied by New England Wetland Plants
 Species: Little Bluestem (Schizachyrium scoparium), Creeping Red Fescue (Festuca rubra), Indian-Grass(Sorghastrum nutans), Partridge Pea (Chamaecrista fasciculata), Schizachyrium scoparium (Little Bluestem), Festuca rubra (Creeping Red Fescue), Sorghastrum nutans (Indian Grass), Chamaecrista fasciculata (Partridge Pea), Elymus canadensis (Canada Wild Rye), Elymus virginicus (Virginia Wild Rye), Desmodium canadense (Showy Tick Trefoil), Penstemon digitalis (Beard Tongue), Rutbeckia hirta (Black Eyed Susan), Coreopsis lanceolata (Lance Leaved Coreopsis), Helianthus helianthoides (Ox Eye Sunflower), Verbena hastata (Blue Vervain), Asclepias syriaca (Common Milkweed), Helianthus autumnale (Common Sneezeweed), Monarda fistulosa (Wild Bergamot), Zizia aurea (Golden Alexanders), Aster laevis (Smooth Blue Aster), Aster novae-angliae (New England Aster), Eupatorium maculatum (Spotted Joe Pye Weed), Eupatorium purpureum (Purple Joe Pye Weed), Liatris spicata (Spiked Gayfeather/Marsh Blazing Star), Tradescantia ohiensis (Ohio Spiderwort), Baptisia australis (Wild Blue False Indigo), Euthamia graminifolia (Grass Leaved Goldenrod), Solidago juncea (Early Goldenrod)

NOTES:

1. All new and disturbed lawn areas to receive sun/shade seed mix: 40% Creeping Red Fescue, 20% Improved Per. Rye, 20% Improved Ky. Blue, 20% Ky. Blue 98/85
2. If a discrepancy is found between the planting plan and plant list, the Contractor shall be responsible in furnishing and installing the higher amount.
3. Wetland delineation provided by The Wetland Consultant, William Kenny Associates LLC 12/10/15
4. Jute mesh shall be applied to all 2:1 slopes prior to planting. Erosion control biodegradable jute mesh shall be "Western Excelsior-Excel SR-1 All Natural".



NO.	ISSUE	DATE
3	SITE PLAN APP. SITE RECON UPDATE	4.4.16
2	SITE PLAN APPLICATION	4.1.16
1	SITE PLAN APPLICATION	3.24.16

**RECKSON EXECUTIVE PARK
EXTERIOR IMPROVEMENTS PHASE II**
RYE BROOK NEW YORK

PROJECT	RECKSON EXECUTIVE PARK EXTERIOR IMPROVEMENTS PHASE II
DATE	2016.03.24
SCALE	AS NOTED

SPL-7.0

July 14, 2016 APPROVED 4-0

RESOLUTION

**AUTHORIZING SUBMISSION OF REPORT AND RECOMMENDATIONS TO
THE VILLAGE OF RYE BROOK BOARD OF TRUSTEES ON THE
SITE PLAN AMENDMENT AT PROPERTY LOCATED AT
1100 KING STREET**

BE IT RESOLVED, that the Planning Board of the Village of Rye Brook adopts the attached Report and Recommendation to the Village of Rye Brook Board of Trustees on the application for a Site Plan Amendment for 1100 King Street and requests the Secretary to the Planning Board forward a copy of the Report to the Board of Trustees and the Village Administrator.

APPROVED AT THE JULY 14, 2016 MEETING
AT THE VILLAGE OF RYE BROOK PLANNING BOARD
BY A VOTE OF 4-0

ACCEPTING THE REPORT AND RECOMMENDATION

Ayes: Goodman, Richman, Schoen, Tartaglia

Nays:

APPROVING THE REFERRAL RESOLUTION

Ayes: Goodman, Richman, Schoen, Tartaglia

Nays:

Excused: Accurso, Grzan, Morlino

**PLANNING BOARD OF THE VILLAGE OF RYE BROOK REPORT AND
RECOMMENDATIONS TO THE VILLAGE OF RYE BROOK
BOARD OF TRUSTEES ON THE
SITE PLAN AMENDMENT AT PROPERTY LOCATED AT
1100 KING STREET**

I. PROJECT OVERVIEW

On May 10, 2016, Village of Rye Brook Board of Trustees (“BOT”) referred an application for a Site Plan Amendment to the Village of Rye Brook Planning Board (“Planning Board”) for submission of a Report and Recommendation. The application was made by property owner, Reckson Operating Partnership, L.P., to install site improvements including a pavilion and seating area, volley ball court, two bocce courts, and construction of a storage room and walkway at the rear of Building 2 on property located at 1100 King Street (Reckson Executive Park) and designated as Section 124.82, Block 1, Lot 1 and Section 124.81, Block 1, Lot 1 on the Town of Rye Tax Map (“Property”).

Site Plan approval is required pursuant to Sections 209-1(B)(8) of the Village Code for an amendment to a previously approved site plan on nonresidential property. Approvals by the Planning Board of a Wetland Permit and Steep Slopes Permit are also required.

Reckson Executive Park is located in the OB-1 (Campus/Office Building) Zoning District and the Scenic Roads Overlay District, and consists of three lots, two of which are improved with office buildings, an associated access road, parking areas, driveways, pedestrian walkways, water features, a stormwater basin, and landscaped areas. Three existing buildings are located on Section 124.81, Block 1, Lot 1, and another three existing buildings, including the building known as 1 International Drive, are located on Section 124.82, Block 1, Lot 1.

II. PLANNING BOARD DISCUSSION

The Planning Board reviewed this application at its June 9, 2016 and July 14, 2016 meetings. The Village Planning Consultant, F.P. Clark Associates, provided Memoranda to the Planning Board dated June 3, 2016 and July 7, 2016.

After discussion and consideration of the comments set forth in the various memoranda, the Planning Board recommends and notes the following:

1. The current topographic survey recently submitted by the Applicant must be reviewed to verify the accuracy of the proposed grading. While it is not anticipated that verification of the topographic information will alter the site plan appreciably, there may need to be slight adjustments in the grading plan.
2. The Planning Board discussed the Applicant’s proposal to create “extremely steep slopes,” as defined by the Village Code, which are proposed to be stabilized by a

geotextile fabric until the plant material takes root. An alternative design discussed by the Planning Board would involve the construction of a retaining wall in this area. Upon review of the Applicant's proposal, the Planning Board finds the proposed stabilization to be acceptable without the need to construct a retaining wall in this location within the wetland buffer.

3. Although a large amount of disturbance will occur within the wetland buffer area (13,980 sq. ft), the Applicant's mitigation plan proposes an adequate amount of restoration planting to mitigate the buffer disturbance.
4. The Applicant proposes that the new courts, pavilion and seating areas will not be illuminated at night. The Applicant also proposes that such areas will be used by office park tenants during normal business (daylight) hours. The Planning Board recommends that these restrictions be included as conditions to any approval of the application to ensure nearby residences at Doral Arrowwood are not disturbed by light or noise.
5. In the Scenic Roads Overlay District, alterations "shall be architecturally compatible with surrounding structures and the important scenic and natural features of the site shall be preserved." (Village Code §250-7.F(6)(a)). The consensus of the Planning Board is that the proposed improvements are compatible with existing architectural and natural site features and will not adversely impact the character of King Street as they will have limited visibility from King Street.

III. PLANNING BOARD RECOMMENDATIONS

After discussion and consideration of the comments provided by Village Staff and the Village's Planning Consultant, the Planning Board *recommends* approval of the application, subject to the following conditions:

1. Approval by the Planning Board of Wetland Permit and Steep Slopes Permit prior to the issuance of a Building Permit.
2. The courts, pavilion and seating areas will be limited to use by office park tenants during normal business (daylight) hours.
3. The courts, pavilion and seating areas shall not be illuminated.
4. The current topographic survey shall be reviewed by the Village Superintendent of Public Works/Village Engineer and the Village Planning Consultant to verify accuracy of the proposed grading. Minor modifications to the Amended Site Plan may be implemented to address their comments following review of the topographic survey.

5. The grading plan shall be revised to include the top and bottom wall elevations of the proposed six (6) ft. retaining wall.

6. The discrepancy between the wetland buffer restoration plantings provided in the Applicant's July 1, 2016 correspondence and SPL-5.0, Planting Plan, shall be resolved to the satisfaction of the Village Planning Consultant.

Dated: Rye Brook, New York
July 14, 2016

APPROVED AT THE JULY 14, 2016 MEETING
AT THE VILLAGE OF RYE BROOK PLANNING BOARD
BY A VOTE OF 4-0

ACCEPTING THE REPORT AND RECOMMENDATION

Ayes: Goodman, Richman, Schoen, Tartaglia

Nays:



DAVID H. STOLMAN
AICP, PP
PRESIDENT

MICHAEL A. GALANTE
EXECUTIVE
VICE PRESIDENT

350 THEO. FREMD AVE.
RYE, NEW YORK 10580
914 967-6540
FAX: 914 967-6615

CONNECTICUT
203 255-3100

HUDSON VALLEY
845 297-6056

LONG ISLAND
516 364-4544

www.fpclark.com

email@fpclark.com

FREDERICK P. CLARK ASSOCIATES, INC.

PLANNING, TRANSPORTATION, ENVIRONMENT AND DEVELOPMENT
RYE, NEW YORK FAIRFIELD, CONNECTICUT

MEMORANDUM

To: Robert I. Goodman, Chairman, and the
 Planning Board of the Village of Rye Brook

Date: July 7, 2016

Subject: **1100 King Street, Reckson Executive Park,
Phase 1 – Site Plan Amendment for Sports Courts**

As requested, we reviewed revised plans and additional information submitted by the Reckson/SL Green Realty Corporation for an application for an amended site plan, a Steep Slopes Work Permit and a Wetlands Permit to construct two sports courts, a pavilion with a storage room, seating area and walkways at 1100 King Street, Reckson Executive Park, Phase 1, Section 124.81, Block 1, Lot 1 on the Town of Rye Tax Assessor's Map, located in the OB-1 District and the King Street Scenic Roads Overlay District (SROD).

Property Description

Reckson Executive Park is an existing office complex consisting of three lots, two of which (Phases 1 and 2) are developed with office buildings, and a third lot (Phase 3) that has an approved site development plan for 110 residences in the PUD District. The office park property includes an associated access road (International Drive), parking areas, driveways, pedestrian walkways, a pond, stormwater basins, and landscaped areas. Three of the six existing office buildings and a pond are located on the Phase 1 lot, Section 124.81, Block 1, Lot 1.

Reckson Phase 1 is situated west of the intersection of International Drive and King Street, and within the office park, south of International Drive adjacent to a small section of the King Street right-of-way. It is also adjacent to the Connecticut State Line that cuts through the southeast section of the property. The Reckson property, which is within the King Street SROD, continues beyond the Rye Brook municipal line east into Connecticut where it fronts on a section of King Street that is within Connecticut. Part of the pond, located in the southeast corner of the lot, is within the Town of Greenwich, CT.



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

William S. Null
wnull@cuddyfeder.com

April 7, 2016

BY HAND

Hon. Paul S. Rosenberg, Mayor, and
Members of the Board of Trustees
Village of Rye Brook
938 King Street
Rye Brook, New York 10573

Re: Reckson Operating Partnership (Phase 1 & 2 Reckson Executive Park)
Application for Site Plan Approval, Wetlands Permit & Steep Slope Permit
for Exterior Improvements, Phase 2 (Premises: 1100 King Street);
(Tax Lot: Section 124.81, Block 1, Lot 1 and Section 124.82, Block 1, Lot 1)

Dear Mayor Rosenberg and Members of the Board of Trustees:

On behalf of Reckson Operating Partnership, L.P., the owner of the Premises, we respectfully submit this Application for Amended Site Plan Approval, Wetlands Permit and Steep Slope Permit as Phase 2 of the Exterior Improvements that will be available to office tenants of the Reckson Executive Park. This Application is wholly independent of the recently submitted Application related to the modification of International Drive.

As noted, the enclosed Application seeks Amended Site Plan Approval, a Wetlands Permit and a Steep Slope Permit to provide the following expansion of the previously reviewed and approved exterior amenities:

1. Construction of a Pavilion and seating area;
2. Location of a volley ball court and 2 bocce courts; and
3. Construction of a storage room and connecting walkway to the rear of Building 2.

The Reckson Executive Park (including the Sun Homes' lands) comprises approximately 79.5 acres consisting of Phase 1 & 2, which are improved with office buildings, and Phase 3 that will be developed with the new Sun Homes' community.¹ The Premises are located on the westerly side of King Street and bounded on the west by Purchase College of the State University of New York, on the north by BelleFair at Rye Brook, and on the south by Doral Greens at Arrowwood and the Arrowwood Conference Center. The Phase 1 and 2 portion of the Premises is mapped in the OB-1 District in accordance with the Village's Zoning Ordinance.

In support of this Application, we respectfully enclose twenty (20) sets of the following documents detailing the development changes proposed herein:

¹ Approximately 75.5 acres of these lands are located in the Village of Rye Brook, with approximately 3.5 acres thereof situated in the Town of Greenwich, Connecticut, and approximately 0.5 acres within the Town/Village of Harrison, New York. The lands that are the subject of this Application are situated in Rye Brook and the Town of Greenwich, but no work is proposed in Connecticut.



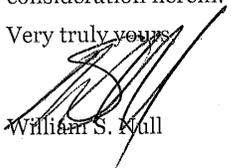
April 7, 2016
Page -2-

1. Application for Site Plan Approval signed by Reckson Operating Partnership, LP;
2. Short Environmental Assessment Form in compliance with Article 8 of the New York Conservation Law and the rules and regulations promulgated thereunder at 6 N.Y.C.R.R. Part 617 (collectively "SEQRA").
3. Memoranda prepared by Divney Tung Schwalbe, entitled:
 - a. Wetlands Permit, Reckson Executive Park, Exterior Improvements Phase 2 (including a copy of a December 10, 2015 letter from William Kenny Associates LLC to Mr. Matthew Holst, AIA, LEED AP, SI Green Realty Group providing a detailed analysis entitled "Wetland and Watercourse Delineation"); and
 - b. Steep Slope Work Permit, Reckson Executive Park, Exterior Improvements Phase 2.
4. Drawings prepared by Eric Rains Landscape Architecture, LLC, dated March 24, 2016, as more particularly detailed below:
 - a. SPL-1.0 Landscape Site Plan
 - b. SPL-2.0 Existing Conditions and Removals Plan
 - c. SPL-3.0 Grading and Utilities Plan
 - d. SPL-4.0 Layout and Materials Plan
 - e. SPL-5.0 Planting Plan
 - f. SPL-6.0 Planting Notes and Details
 - g. SPL-7.0 Planting List and Images Plan
5. Survey prepared by Joseph R. Link entitled, "ALTA/ASCM Land Title Survey of Property situate in the Village of Rye Brook, Town of Rye and the Town of Harrison, Westchester County, New York," dated March 23, 2002, last revised January 26, 2015.
6. Fig. 1 Existing Steep Slopes prepared by Divney Tung Schwalbe, LLP, dated March 24, 2016

We respectfully request that this Board forward this Application to the Planning Board for its consideration and report.

We look forward to appearing before this Board to address any questions and thank you for your consideration herein.

Very truly yours,

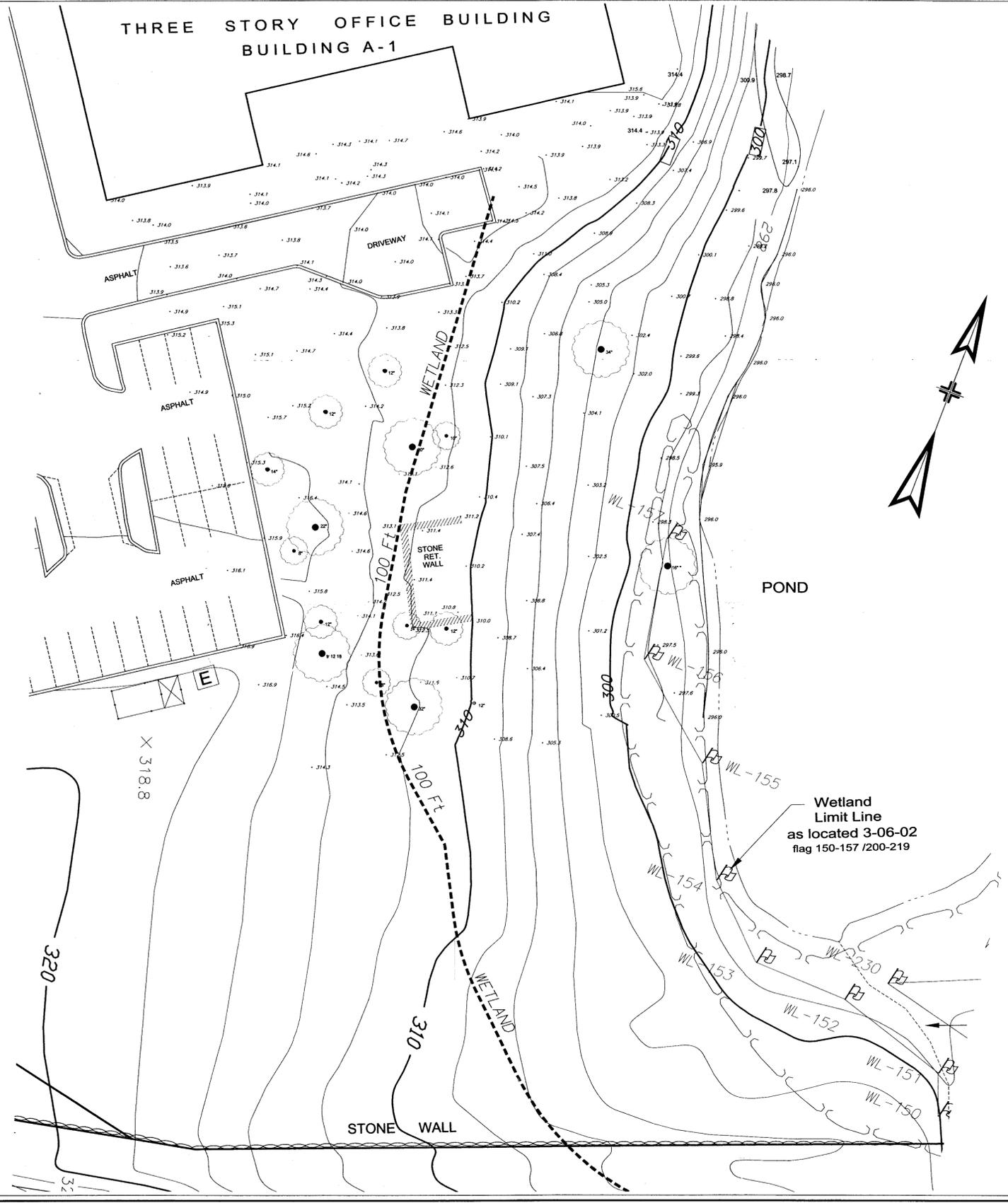


William S. Null

Enclosures

cc: Edward Beane, Esq. and Jennifer Gray, Esq.; Mr. Christopher Bradbury, Village Manager; Messrs. John Barnes and Matthew Holst; Messrs. Robert Dale and Bill McGuinness; Messrs. Gerhard M. Schwalbe and Colin R. Cotter

THREE STORY OFFICE BUILDING BUILDING A-1



TOPOGRAPHIC SURVEY OF PROPERTY SITUATE IN THE VILLAGE OF RYE BROOK TOWN OF RYE WESTCHESTER COUNTY NEW YORK

SCALE : 1"=20'
SURVEYED : JULY 8,2016



- STREET ADDRESS: KING STREET
- ENCROACHMENTS BELOW GRADE AND/OR SUBSURFACE FEATURES, IF ANY, NOT LOCATED OR SHOWN HEREON.
- UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAWS.
- ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S SEAL SHALL BE CONSIDERED TO BE TRUE VALID COPIES.
- ELEVATIONS ARE BASED ON AN ARBITRARY DATUM
- THIS MAP WAS PREPARED FROM AN ACTUAL FIELD SURVEY CONDUCTED ON THE DATE SHOWN AND THAT SAID SURVEY WAS PERFORMED IN ACCORDANCE WITH THE EXISTING "CODE OF PRACTICE FOR LAND SURVEYS" ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.

Link Land Surveyors P.C.
21 Clark place Suite 1B Phone 845-628-5857
Mahopac N.Y. 10541 Fax 845-621-0035

Roland K. Link
ROLAND K. LINK
NEW YORK STATE LICENSED
LAND SURVEYOR NO. 044228

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REPRODUCTION AND OR DISTRIBUTION OF THIS DOCUMENT IS ILLEGAL,
AND IS A VIOLATION UNDER UNITED STATES COPYRIGHT LAWS.

On a motion made by Trustee Heiser and seconded by Trustee Klein, the following resolution was adopted.

RESOLUTION

CONSIDERING THE REFERRAL OF AN APPLICATION FOR AN AMENDED SITE PLAN AT PROPERTY LOCATED AT 1100 KING STREET (RECKSON EXECUTIVE PARK) TO THE VILLAGE OF RYE BROOK PLANNING BOARD

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, Reckson Operating Partnership L.P., property owner, submitted an application for approval of an Amended Site Plan Approval, Wetlands Permit and Steep Slopes Permit to construct exterior improvements at Reckson Executive Park, including a pavilion and seating area, volley ball court, two (2) bocce courts, and construction of a storage room and walkway at the rear of Building 2 on property located at 1100 King Street, Rye Brook, New York, which also is known and designated on the Tax Assessment Map of the Village of Rye Brook as Section 124.81, Block 1, Lot 1 and Section 124.82, Block 1, Lot 1 (the "Property"); and

WHEREAS, the Board of Trustees is the approval authority for the Amended Site Plan pursuant to Village Code §209-1.A(1) and the Planning Board is the approval authority for the Wetland Permit and Steep Slopes Permit pursuant Chapters 213 and 245 of the Village Code; and

WHEREAS, the Board of Trustees, pursuant to the State Environmental Quality Review Act (SEQRA) determines the proposed action to be an Unlisted Action pursuant to SEQRA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby refers the application for a proposed site plan amendment to the Planning Board for report and recommendation.

BE IT FURTHER RESOLVED, that the Board of Trustees authorizes the Village Planning Consultant to circulate Notice of Intent to Declare Lead Agency, pursuant to SEQRA, to all known Involved Agencies on behalf of the Board of Trustees.

BE IT FURTHER RESOLVED, that the Board of Trustees directs that, pursuant to General Municipal Law §239-m and Westchester County Administrative Code §277.61, the application shall be referred to Westchester County Department of Planning for comment no less than 30 days prior to the public hearing concerning the application, and directs that pursuant to General Municipal Law §239-nn and Westchester County Administrative Code §277.71, notice of public hearing shall be sent to the Town of Greenwich and the Town/Village of Harrison no less than 10 days prior to the public hearing concerning the application.

TRUSTEE EPSTEIN	AYE
TRUSTEE HEISER	AYE
TRUSTEE KLEIN	AYE
TRUSTEE REDNICK	AYE
MAYOR ROSENBERG	AYE

State of New York }
County of Westchester } ss:
Village of Rye Brook }

I hereby certify that this is the Resolution adopted by the Board of Trustees of the Village of Rye Brook which was duly passed by said Board on May 10, 2016

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Village of Rye Brook, this 18th day of May, 2016.



Village Clerk

EXTERIOR
BUILDING PERMIT INSTRUCTIONS & PROCEDURES
BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
938 KING STREET, RYE BROOK, NY 10573
PHONE (914) 939-0668 – FAX (914) 939-5801
www.rvebrook.org

Applicants seeking an exterior building permit must first obtain approval from the Village of Rye Brook Architectural Review Board (ARB). A representative of the applicant must be present at the ARB meeting which is held on the 3rd Wednesday of every month, 7:30 p.m. at Village Hall in the main meeting room. Applications must be submitted to the Building Department by no later than the 3rd Wednesday of the month in order to be considered for the next month's agenda. Please note that the agendas are limited to ten (10) applications per month. Once your application receives ARB approval, it must then be reviewed by the Building Inspector for compliance with all applicable state and local building codes, and for issuance of the permit.

DO NOT START CONSTRUCTION UNTIL A PERMIT HAS BEEN ISSUED BY THE BUILDING INSPECTOR.
THE ADMINISTRATIVE FEE FOR WORK PROGRESSED OR COMPLETED WITHOUT A PERMIT IS
12% OF THE TOTAL COST OF CONSTRUCTION WITH A MINIMUM FEE OF \$750.00 & A MAXIMUM OF \$6,000.00

APPLICANT'S INITIAL SUBMISSION TO THE BUILDING DEPARTMENT MUST INCLUDE:

1. A properly completed application with notarized signatures where indicated.
2. Application filing fee: Residential = **\$75.00** / Commercial = **\$175.00** (Application fees are non-refundable)
3. Completed & Signed Application Check List
4. Eight (8) sets of a scaled, dimensioned site plan depicting the location of all existing and proposed buildings and/or addition, alteration, repair, including proposed elevations & floor plans and all existing and proposed property setbacks. Plans must be signed & sealed by a NY State Registered Architect or NY State Licensed Professional Engineer. (maximum allowable plan size = 36" x 42")
5. Eight (8) copies of a recent survey of the subject property.
(A topographic survey is required for any proposed re-grading or work in a steep slope as defined by Village Code)
6. Photographs showing front & side views of the existing property as well as photographs of properties on either sides and across the street.
7. Samples of Materials and Finishes. (Sample boards may be presented at the meeting)
8. An electronic (disc) copy of all materials submitted.

FOLLOWING APPROVAL BY THE ARB, THE APPLICANT MUST SUBMIT THE FOLLOWING:

1. Full payment of the building permit fee. (see permit fee schedule on the following page)
2. Your contractor's valid Westchester County Home Improvement License.
3. Your contractor's valid proof of liability insurance. (Village of Rye Brook must be listed as certificate holder)
4. Your contractor's valid proof of workers compensation insurance.
(Form # C105.2 or other approved NY State form / or NY State Workers Compensation Waiver)
5. The "Call Before You Dig" (code 53) Number.
6. Three (3) sets of sealed construction drawings; one full size set and two scaled 11" x 17" sets.
7. Fire sprinkler systems are required for all new buildings, for additions & alterations to commercial buildings and when finishing a third (3rd) floor in a 1 or 2 family dwelling. Any installations of a new, or modification to an existing fire suppression system, (fire sprinkler system, ANSL system, FM-200 system, Type I Hood, etc...) require a separate Automatic Fire Suppression System Permit application & two (2) sets of engineered plans. Fire sprinkler plans must be approved by the Building Inspector prior to the issuance of any permit, and Westchester County Department of Health approval is required for the fire sprinkler system's backflow prevention device.

BUILDING PERMIT FEE SCHEDULE:

Commercial: \$20.00 / \$1000.00 of construction cost.

Residential: Fee A For new construction/additions less than 800 sq. ft. in size and alterations, decks, patios or other work: \$15.00 / \$1000.00 of construction cost.

**Fee B For new construction/additions 800 sq. ft. in size or greater;
Total Gross Floor Area x \$220.00 x \$15.00 / \$1000.00 plus any alteration fees from Fee A above.**

EXPIRATIONS, CODES & REGULATIONS:

A building permit application that is dormant or otherwise inactive shall be deemed abandoned twelve months after the date of its submission to the building department.
(§91-2.1. Code of the Village of Rye Brook)

A building permit shall expire six months after its date of issuance if construction has not commenced. If construction has commenced within the six month period as set forth in this subsection, the building permit shall expire 18 months after its date of issuance if all of the proposed work has not been completed or a temporary certificate of occupancy has not been issued. Construction shall be deemed to have commenced when significant construction work on the project, as described on the building permit, has been performed. The Building Inspector shall have the authority to determine whether construction has commenced, and his or her decision shall be final.
(§91-2.b. Code of the Village of Rye Brook)

Please note that should you fail to properly close out your permit prior to the expiration date in accordance with the law, you will be liable for the \$750.00 Administrative Fee in connection with all expired Building Permits issued after January 1, 2003. Please note that this Administrative Fee applies to each individual permit and must be remitted in addition to any other required fees associated with closing the permit, as well as any court imposed fines should a summons be issued.

HOURS FOR OPERATION OF CONSTRUCTION EQUIPMENT

Weekdays: 8:00am to 6:00pm or dusk, whichever is earlier

Saturdays: 9:00am to 4:00pm.

Sunday & Holidays: NO CONSTRUCTION ACTIVITY ALLOWED (Holidays Include: New Year Day, January 1st; President's Day, 3rd Monday in February; Memorial Day, last Monday in May; Independence Day, July 4th; Labor Day, 1st Monday in September; Thanksgiving Day, 4th Thursday in November; Christmas Day, December 25th; when the holidays set forth fall on a Sunday, the holiday is observed the next day). (§158-4. Code of the Village of Rye Brook)

It shall be the responsibility of the applicant, owner, or person in responsible charge to notify the Building Department at least 48 hours in advance to schedule all required inspections for site work, footings, foundation, drainage, framing, plumbing, electrical, fire blocking, fire suppression, insulation, final or any other required inspection.

Please note that electrical inspections are performed by the Village's third-party electrical inspection agency and must be scheduled by your licensed electrician. Electrical certificates, C/O application & fees and the final survey must be submitted prior to scheduling the final inspection.

It shall be unlawful for an owner to use or permit the use of any building or premises or part thereof hereafter created, erected, changed, converted or enlarged, wholly or partly, in its use or structure until a Certificate of Occupancy shall have been issued by the Building Inspector"

(§250-10.A. Code of the Village of Rye Brook)

Please keep these instruction sheets throughout the duration of the job for reference.

BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
938 KING STREET RYE BROOK, NY 10573
(914) 939-0668 FAX (914) 939-5801
www.ryebrook.org

ARCHITECTURAL REVIEW BOARD CHECK LIST FOR APPLICANTS
This form must be completed and signed by the applicant of record and a copy shall be submitted to the Building Department prior to attending the ARB meeting. Applicants failing to submit a copy of this check list will be removed from the ARB agenda.

Job Address: 1100 King Street

Parcel ID #: 124.82-1-1 Zone: OB-1

Proposed Improvement (Describe in detail):

Property Owner: S.L. Green Realty Corp

Address: 360 Hamilton Avenue, White Plains, NY 10601

Phone # 914-428-0010

Applicant appearing before the Board:

S.L. Green Realty Corp

Address: 360 Hamilton Avenue, White Plains, NY 10601

Phone # 914-872-4737

Architect/Engineer: Gerhard M. Schwalbe, P.E.,
Divney Tung Schwalbe, LLP

Phone # _____

Date of Submission: _____

APPLICANT CHECK LIST:

The following items must be submitted to the Building Department with the application - no exceptions.

1. () Completed Application
2. () Eight (8) sets of sealed plans. (max. size = 36"x42")
3. () Eight (8) copies of the property survey.
4. () Eight (8) copies of the proposed site plan.
5. () One electronic/disc copy of the complete application materials.
6. () Filing Fee.
7. () Any supporting documentation.
8. () HOA approval letter. (if applicable)
9. () Photographs.
10. () Samples of finishes /color chart. (a sample board or model may be presented the night of the meeting)

By signature below, the owner/applicant acknowledges that he/she has read the complete Building Permit Instructions & Procedures, and that their application is complete in all respects. The Board of Review reserves the right to refuse to hear any application not meeting the requirements contained herein.

Sworn to before me this 12

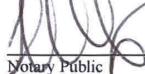
day of April, 2016



Signature of Property Owner

Matthew Holst

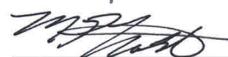
Print Name of Property Owner


 Notary Public
Teresa M. O'Hagan

TERESA M. O'HAGAN
 Notary Public, State of New York
 No. 01CH6007808
 Qualified in Queens County
 Commission Expires May 26, 2017

Sworn to before me this 12

day of April, 2016



Signature of Applicant

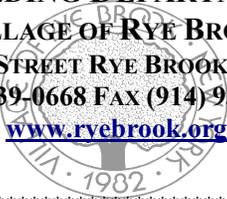
Matthew Holst

Print Name of Applicant


 Notary Public
Teresa M. O'Hagan

TERESA M. O'HAGAN
 Notary Public, State of New York
 No. 01CH6007808
 Qualified in Queens County
 Commission Expires May 26, 2017

**BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
938 KING STREET RYE BROOK, NY 10573
(914) 939-0668 FAX (914) 939-5801
www.ryebrook.org**



FOR OFFICE USE ONLY:

Approval Date: _____ **Permit #** _____ :Application # _____
Approval Signature: _____ **ARCHITECTURAL REVIEW BOARD:**
Disapproved: _____ Date: _____
 BOT Approval Date: _____ Case # _____ Chairman: _____
 PB Approval Date: _____ Case # _____ Secretary: _____
 ZBA Approval Date: _____ Case # _____
 Other: _____
Application Fee: _____ **Permit Fees:** _____

Exterior Building Permit Application

Application dated: _____ is hereby made to the Building Inspector of the Village of Rye Brook, NY, for the issuance of a Permit for the construction of buildings, structures, additions, alterations or for a change in use, as per detailed statement described below.

1. **JobAddress:** 1100 King Street
2. **Parcel ID#:** 124.82-1-1 **Zone:** OB-1
3. **Proposed Improvement (Describe in detail):** Construction of an amenities area including a volley ball court, two (2) bocce courts, seating areas, a storage room and connecting walkway in the rear of building 2. Improvements will also include construction of a wood frame pavilion. The pavilion dimensions and materials are to be determined.
4. **Property Owner:** S.L. Green Realty Corp
Address: 360 Hamilton Avenue, White Plains, NY 10601
Phone # 914-872-4737 **Cell #** _____ **e-mail** Matthew.Holst@slgreen.com
List All Other Properties Owned in Rye Brook: Reckson Executive Park I and III
Applicant: same as owner
Address: _____
Phone # _____ **Cell #** _____ **e-mail** _____

Landscape Architect: Eric Rains Landscape Architecture LLC
Address: 33 N Water Street South Norwalk, CT 06854
Phone # 203-853-7600 **Cell #** _____ **e-mail** _____
Engineer: Gerhard M. Schwalbe, P.E., Divney Tung Schwalbe, LLP
Address: One North Broadway, White Plains, NY 10601
Phone # 914-428-0010 **Cell #** _____ **e-mail** jschwalbe@divneytungschwalbe.com
General Contractor: _____
Address: _____
Phone # _____ **Cell #** _____ **e-mail** _____

5. **Occupancy;** (1-Fam., 2-Fam., Commercial., etc) **Pre- construction:** N/A **Post-construction:** N/A
6. **Area of lot: Square feet:** 25.9 acres **Acres:** 0.6 acres
7. **Dimensions from proposed building or structure to lot lines: front yard:** Approx. 477' **rear yard:** Approx. 339'
right side yard: Approx. 214' **left side yard:** Approx. 846' **other:** _____
8. **If building is located on a corner lot, which street does it front on:** N/A
9. **Area of proposed building in square feet: Basement:** N/A **1st fl:** _____ **2nd fl:** N/A **3rd fl:** N/A
10. **Total Square Footage of the proposed new construction:** TBD
11. **For additions, total square footage added: Basement:** N/A **1st fl:** N/A **2nd fl:** N/A **3rd fl:** N/A
12. **Total Square Footage of the proposed renovation to the existing structure:** N/A
13. **N.Y. State Construction Classification:** TBD **N.Y. State Use Classification:** TBD
14. **Number of stories:** N/A **Overall Height:** TBD **Median Height:** TBD
15. **Basement to be full, or partial:** N/A, **finished or unfinished:** N/A
16. **What material is the exterior finish:** TBD
17. **Roof style; peaked, hip, mansard, shed, etc:** TBD **Roofing material:** TBD
18. **What system of heating:** N/A
19. **If private sewage disposal is necessary, approval by the Westchester County Health Department must be submitted with this application.**
20. **Will the proposed project require the installation of a new, or an extension/modification to an existing automatic fire suppression system? (Fire Sprinkler, ANSL System, FM-200 System, Type I Hood, etc...)** Yes: ___ No: X
(if yes, applicant must submit a separate Automatic Fire Suppression System Permit application & 2 sets of detailed engineered plans)
21. **Will the proposed project disturb 400 sq. ft. or more of land, or create 400 sq. ft. or more of impervious coverage requiring a Stormwater Management Control Permit as per §217 of Village Code?** Yes: X No: ___ Area: _____
22. **Will the proposed project require a Site Plan Review by the Village Planning Board as per §209 of Village Code?** Yes: X No: ___ *(if yes, applicant must submit a Site Plan Application, & provide detailed drawings)*
23. **Will the proposed project require a Steep Slopes Permit as per §213 of Village Code** Yes: X No: ___
(if yes, you must submit a Site Plan Application, & provide a detailed topographical survey)
24. **Is the lot located within 100 ft. of a Wetland as per §245 of Village Code?** Yes: X No: ___
(if yes, the area of wetland and the wetland buffer zone must be properly depicted on the survey & site plan)
25. **Is the lot or any portion thereof located in a Flood Plane as per the FIRM Map dated 9/28/07?** Yes : ___ No: X
(if yes, the area and elevations of the flood plane must be properly depicted on the survey & site plan)
26. **Will the proposed project require a Tree Removal Permit as per §235 of Village Code?** Yes: X No: ___
(if yes, applicant must submit a Tree Removal Permit Application)
27. **Does the proposed project involve a Home-Occupation as per §250-38 of Village Code?** Yes: ___ No: X
Indicate: TIER I: ___ **TIER II:** ___ **TIER III:** ___ *(if yes, a Home Occupation Permit Application is required)*
28. **What is the total estimated cost of construction:** \$ TBD *Note: estimated cost shall include all site improvements, labor, material, scaffolding, fixed equipment, professional fees, including any material and labor which may be donated gratis. If the final cost exceeds the estimated cost, an additional fee will be required prior to issuance of the C/O.*
29. **Estimated date of completion:** TBD

(2)

2/18/16

BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
 938 KING STREET RYE BROOK, NY 10573
 (914) 939-0668 FAX (914) 939-5801

RESIDENTIAL LOT AREA COVERAGE

Address: _____ **Section:** _____ **Block:** _____ **Lot:** _____

PERMITTED COVERAGE RATIOS IN RESIDENTIAL DISTRICTS (Local Law 3-88)

YOUR ZONE (CHECK)	ZONE DISTRICT	AREA IN SQ. FEET	MAIN BLDG. MAX.	ACCESS. BLDG.	DECK MAX.
	R-25	25,000	14%	3.5%	4%
	R-20	20,000	14%	3.5%	4%
	R-15	15,000	16%	3.5%	4%
	R-15A	15,000	12%	3.5%	4%
	R-12	12,500	17%	4%	4%
	R-10	10,000	20%	4.5%	3.5%
	R-7	7,500	23%	4.5%	3.5%
	R-5	5,000	30%	5%	3.5%
	R-2F	5,000	30%	5%	3.5%

	<u>Existing:</u>	<u>Proposed:</u>
1. AREA OF LOT	_____ Sq. Ft.	_____ Sq. Ft.
2. AREA OF HOUSE		
a. Coverage of Main Building (Including Attached Garage or Accessory Building)	_____ Sq. Ft.	_____ Sq. Ft.
b. Area of 1 st Floor Divided By Area of Lot x 100	_____ %	_____ %
3. AREA OF ACCESSORY BUILDING		
(Includes Detached Garages, Tool Shed, Playhouses)	_____ Sq. Ft.	_____ Sq. Ft.
a. Coverage of Accessory Building Area of Accessory Building Divided By Area of Lot x 100	_____ %	_____ %
	N/A	
4. AREA OF DECK	_____ Sq. Ft.	_____ Sq. Ft.
a. Coverage of Deck Area of Deck Divided By Area of Lot x 100	_____ %	_____ %

I attest to the best of my knowledge and belief, the above information is correct.

 Architect's Signature

(3)

2/10/2015

BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
 938 KING STREET RYE BROOK, NY 10573
 (914) 939-0668 Fax (914) 939-5801

IMPERVIOUS COVERAGE RATIOS RESIDENTIAL DISTRICTS

Address: _____ Section: _____ Block: _____ Lot: _____ Zone: _____

IMPERVIOUS SURFACES (Definition): All buildings, as defined herein, and all areas on the ground or elevated above the ground which are comprised of materials through which water cannot readily flow, including, but not limited to asphalt, concrete, masonry, wood, gravel and clay, and which consist of elements including, but not limited to, court yards, sports courts, swimming pools, patios, sidewalks, ramps, terraces and driveways.

LOT AREA (sq.ft.)	TOTAL MAXIMUM PERMITTED COVERAGE BY IMPERVIOUS SURFACES	
	For Base Lot Area (sq.ft.)*	For Lot Area Over Base Lot Area (%)
0 to 4,000	0	55
4,001 to 6,000	2,200	35
6,001 to 12,000	2,900	27
12,001 to 16,000	4,520	26
16,001 to 20,000	5,560	25
20,001 to 30,000	6,560	24
30,001 to 40,000	8,960	23
40,001 & larger	11,260	22

Zoning District	MAX. PERMITTED IMPERVIOUS COVERAGE IN FRONT YARD (%)
R-25	20
R-20	30
R-15	35
R-15A	35
R-12	40
R-10	45
R-7	40
R-5	30
R2-F	30

****Base Lot Area** is the minimum end of the lot size range in the "Lot Area" column**

Area of lot: _____ sq.ft.	Existing	Allowed	Proposed
Total impervious coverage =	Sq.ft.	Sq. ft.	Sq.ft.
Front impervious coverage =	%	%	%

I attest to the best of my knowledge and belief, the above information is correct.

 Architect's Signature

BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
 938 KING STREET RYE BROOK, NY 10573
 (914) 939-0668 FAX (914) 939-5801

BULK REGULATIONS IN RESIDENTIAL DISTRICTS

Address: _____ Section: _____ Block: _____ Lot: _____

MAXIMUM GROSS FLOOR AREA

USE FORMULA: Maximum Gross Floor Area = 4,000 + [(Lot Area – 21,780) x 0.11478421]:

- a. Allowed = _____ Sq. Feet
- b. Existing = _____ Sq. Feet
- c. Proposed = _____ Sq. Feet

HEIGHT/SETBACK RATIOS FOR RESIDENTIAL DISTRICTS

DEFINITION: A standard designed to regulate the height of a building in relation to the average grade of the corresponding portion of the lot line from which it is set back. The ratio modifies the maximum permitted Height of Building by forming an inclined plane beginning at the average grade along the portion of the lot line from which the setback is measured and rising toward the building at the specified ratio above which no part of any building, other than minor architectural features such as chimneys, skylights and dormer windows not covering more than 10% of the entire roof area, shall be permitted to extend. Height and Setback shall be calculated using the formula; **Height / Setback = X**, where **X** is the required side or front yard ratio for the zoning district in which a property is located as specified in Article VIII of Chapter 250. A complete elevation view for the proposed improvement must be included on the drawings.

FILL IN YOUR RATIOS:

<i>ZONE</i>	<i>EXISTING</i>	<i>PROPOSED</i>	<i>REQUIRED</i>
<i>R-25</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: .48 SIDE: 1.30
<i>R-20</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: .60 SIDE: 1.60
<i>R-15</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: .60 SIDE: 1.60
<i>R-15A</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: .80 SIDE: 2.40
<i>R-12</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: .69 SIDE: 1.60
<i>R-10</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: .80 SIDE: 2.40
<i>R-7</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: .96 SIDE: 3.00
<i>R-5</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: 1.20 SIDE: 4.00
<i>R-2F</i>	FRONT: SIDE:	FRONT: SIDE:	FRONT: 1.20 SIDE: 4.00

I attest to the best of my knowledge and belief, the above information is correct.

 Architect's Signature

(5)

2/10/2015

ILLUSTRATION OF HEIGHT / SETBACK RATIO

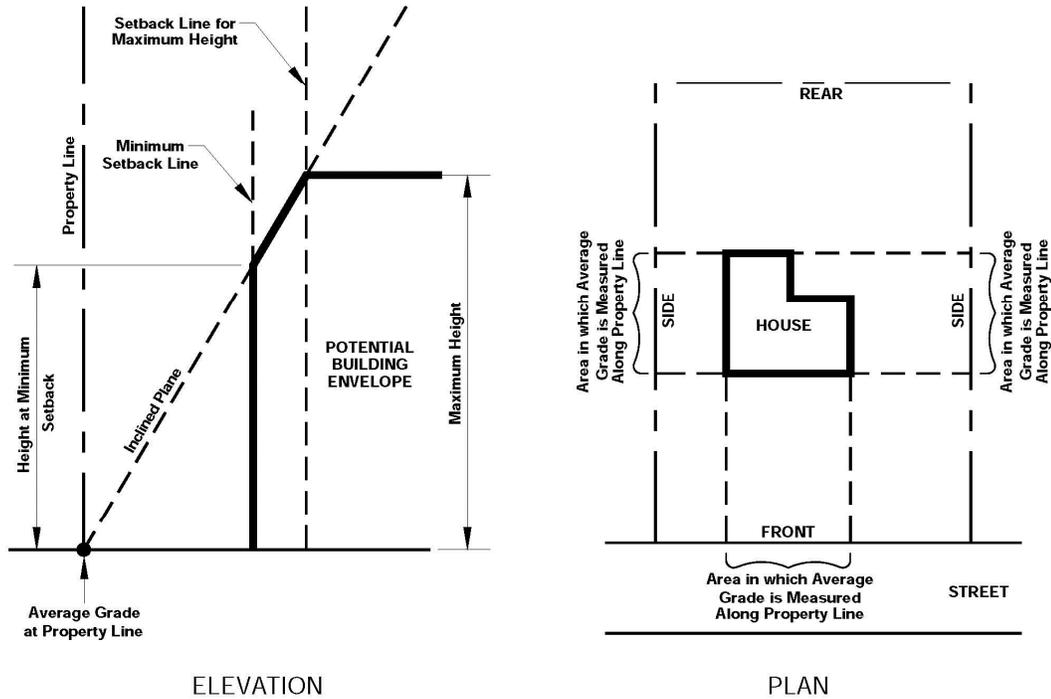


Table R301.2(1) 2010 RCNYS

CLIMATIC & GEOGRAPHIC DESIGN CRITERIA FOR RESIDENTIAL DISTRICTS IN RYE BROOK

GROUND-SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	WEATHERING	FROST LINE DEPTH	TERMITE	DECAY	WINTER DESIGN TEMP	ICE SHIELD UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX
20 Pg	100/110	C	SEVERE	42"	MODERATE TO HEAVY	SLIGHT TO MODERATE	7	YES	FIRM Map 3619C0279F 9/28/07	618

(5a)

2/10/2015

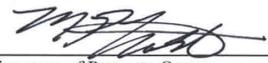
This application must be properly completed in its entirety by a N.Y. State Registered Architect or N.Y. State Licensed Professional Engineer & signed by those professionals where indicated. It must also include the notarized signature(s) of the legal owner(s) of the subject property, and the applicant of record in the spaces provided. Any application not properly completed in its entirety and/or not properly signed shall be deemed null and void, and will be returned to the applicant. Please note that application fees are non-refundable.

STATE OF NEW YORK, COUNTY OF WESTCHESTER) as:
_____, being duly sworn, deposes and states that he/she is the applicant above named,
(print name of individual signing as the applicant)
and further states that (s)he is the legal owner of the property to which this application pertains, or that (s)he is the _____ for the legal owner and is duly authorized to make and file this application.

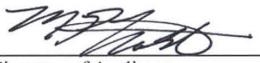
(indicate architect, contractor, agent, attorney, etc.)
That all statements contained herein are true to the best of his/her knowledge and belief, and that any work performed, or use conducted at the above captioned property will be in conformance with the details as set forth and contained in this application and in any accompanying approved plans and specifications, as well as in accordance with the New York State Uniform Fire Prevention & Building Code, the Code of the Village of Rye Brook and all other applicable laws, ordinances and regulations.

Sworn to before me this 12
day of April, 2016

Sworn to before me this 12
day of April, 2016



Signature of Property Owner



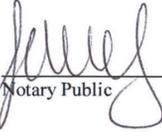
Signature of Applicant

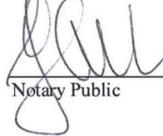
Matthew Holst

Print Name of Property Owner

Matthew Holst

Print Name of Applicant


Notary Public
TERESA M. O'HAGAN
Notary Public, State of New York
No. 01CH6007808
Qualified in Queens County
Commission Expires May 26, 2017


Notary Public
TERESA M. O'HAGAN
Notary Public, State of New York
No. 01CH6007808
Qualified in Queens County
Commission Expires May 26, 2017

This form must be properly completed & notarized by the Design Professional of record and the Property Owner. Failure to provide this completed form with your permit application will delay the permitting process.

Notice of Utilization of Truss Type, Pre-Engineered Wood, or Timber Frame Construction.

Title 19 Part 1264 & 1265 NYCRR

To: The Building Inspector of the Village of Rye Brook.

From: _____

Subject Property: _____ SBL: _____ Zone: _____

Please take notice that the subject; One or Two Family; Commercial,

- New Structure
- Addition to an Existing Structure
- Rehabilitation to an Existing Structure

to be constructed or performed at the subject property will utilize;

- Truss Type Construction (TT)
- Pre-Engineered Wood Construction (PW)
- Timber Construction (TC)

in the following location(s);

- Floor Framing, including Girders & Beams (F)
- Roof Framing (R)
- Floor Framing and Roof Framing (FR)

Please note that prior to the issuance of the Certificate of Occupancy, the subject dwelling or building utilizing truss type, pre-engineered wood, or timber construction must be posted with a Truss Identification Sign, installed in conformance with NYCRR §1264 for Commercial Buildings, and NYCRR §1265 for One & Two Family Dwellings.

Date

Design Professional

Date

Property Owner

Date

Notary Public

← 6" DIAMETER →

REFLECTIVE RED
PANTONE #187

REFLECTIVE WHITE

The construction type designation shall be "I", "II", "III", "IV" or "V" to indicate the construction classification of the structure under section 602 of the BCNYS

DESIGNATION FOR STRUCTURAL COMPONENTS THAT ARE OF TRUSS TYPE CONSTRUCTION



"F"	FLOOR FRAMING, INCLUDING GIRDERS AND BEAMS
"R"	ROOF FRAMING
"FR"	FLOOR AND ROOF FRAMING

One & Two Family Dwellings:

Section 1265.5. Sign or symbol.

(a) When truss type construction, pre-engineered wood construction, and/or timber construction is utilized in the construction of a new residential structure or in an addition to or rehabilitation of an existing residential structure, such residential structure shall be identified by a sign or symbol in accordance with the provisions of this Part.

(b) The sign or symbol required by this Part shall be affixed to the electric box attached to the exterior of the residential structure; provided, however, that:

(1) if affixing the sign or symbol to the electric box would obscure any meter on the electric box, or if the utility providing electric service to the residential structure does not allow the sign or symbol to be affixed to the electric box, the sign or symbol shall be affixed to the exterior wall of the residential structure at a point immediately adjacent to the electric box; and

(2) if no electric box is attached to the exterior of the residential structure or if, in the opinion of the authority having jurisdiction, the electric box attached to the exterior of the building is not located in a place likely to be seen by firefighters or other first responders responding to a fire or other emergency at the residential structure, the sign or symbol required by this Part shall be affixed to the exterior of the residential structure in a location approved by the authority having jurisdiction as a location likely to be seen by firefighters or other first responders responding to a fire or other emergency at the residential structure.

(c) The sign or symbol required by this Part shall be affixed prior to the issuance of a certificate of occupancy or a certificate of compliance. The authority having jurisdiction shall not issue a certificate of occupancy or certificate of compliance until the sign or symbol required by this Part shall have been affixed.

(d) The property owner shall be responsible for maintaining the sign or symbol required by this Part and shall promptly replace any such sign or symbol that is affixed to an electric box when any change or modification is made to such electric box. The property owner shall promptly replace the sign or symbol required by this Part if such sign or symbol is removed or becomes damaged, faded, worn or otherwise less conspicuous to firefighters or other first responders responding to a fire or other emergency at the residential structure. The property owner shall keep the area in the vicinity of the sign or symbol required by this Part clear of all plants, vegetation, and other obstructions that may hide or obscure such sign or symbol or otherwise cause such sign or symbol to be less conspicuous to firefighters or other first responders responding to a fire or other emergency at the residential structure.

(e) The sign or symbol indicating the utilization of truss type construction, pre-engineered wood construction and/or timber construction shall comply with the requirements of this subdivision.

(1) The sign or symbol shall consist of a circle six inches (152.4 mm) in diameter, with a stroke width of 1/2 inch (12.7 mm). The background of the sign or symbol shall be reflective white in color. The circle and contents shall be reflective red in color, conforming to Pantone matching system (PMS) #187.

(2) The sign or symbol shall be of sturdy, non-fading, weather-resistant material; provided, however, that a sign or symbol applied directly to a door or sidelight may be a permanent non-fading sticker or decal.

(3) The sign or symbol shall contain an alphabetic construction type designation to indicate the construction type of the residential structure, as follows:

(i) if the residential structure is subject to the provisions of the RCNYS, the construction type designation shall be "V" and

(ii) if the residential structure is subject to the provisions of the BCNYS, the construction type designation shall be "I", "II", "III", "IV" or "V" to indicate the construction classification of the structure under section 602 of the BCNYS.

(4) The sign or symbol shall contain an alphabetic location designation to indicate the location(s) containing truss type construction, pre-engineered wood construction and/or timber construction structural components, as follows:

(i) "F" shall mean floor framing, including girders and beams;

(ii) "R" shall mean roof framing; and

(iii) "FR" shall mean floor framing and roof framing.

(5) The construction type designation shall be placed at the 12 o'clock position of the sign or symbol, over the location designation, which shall be placed at the six o'clock position of the sign or symbol.

Commercial Buildings :

§1264.4 Identification of truss type construction.

- (a) Truss type construction shall be identified by a sign or signs in accordance with the provisions of this Part.
- (b) Signs shall be affixed where a building or a portion thereof is classified as Group A, B, E, F, H, I, M, or S occupancy, and in hotels and motels classified as Group R-1 or R-2 occupancy, in accordance with the provisions for the classification of buildings set forth in chapter 3 of the Building Code of New York State (see 19 NYCRR Part 1221).
- (c) Signs shall be provided in newly constructed buildings that utilize truss type construction and in existing buildings where an addition that extends or increases the floor area of the building utilizes truss type construction. Signs shall be affixed prior to the issuance of a certificate of occupancy or a certificate of compliance.
- (d) Signs identifying the existence of truss construction shall consist of a circle 6 inches (152.4 mm) in diameter, with a stroke width of ½ inch (12.7 mm). The sign background shall be reflective white in color. The circle and contents shall be reflective red in color, conforming to Pantone matching system (PMS) #187. Where a sign is directly applied to a door or sidelight, it may be a permanent non-fading sticker or decal. Signs not directly applied to doors or sidelights shall be of sturdy, non-fading, weather resistant material.
- (e) Signs identifying the existence of truss construction shall contain the roman alphanumeric designation of the construction type of the building, in accordance with the provisions for the classification of types of construction set forth in section 602 of the Building Code of New York State (see 19 NYCRR Part 1221), and an alphabetic designation for the structural components that are of truss construction, as follows: "F" shall mean floor framing, including girders and beams "R" shall mean roof framing "FR" shall mean floor and roof framing The construction type designation shall be placed at the twelve o'clock position over the structural component designation, which shall be placed at the six o'clock position.
- (f) Signs identifying the existence of truss construction shall be affixed in the locations specified in Table I-1264.

TABLE I-1264 TRUSS IDENTIFICATION SIGN LOCATIONS

Sign location	Sign placement
Exterior building entrance doors, exterior exit discharge doors, and exterior roof access doors to a stairway	Attached to the door, or attached to a sidelight or the face of the building, not more than 12 inches (305 mm) horizontally from the latch side of the door jamb, and not less than 42 inches (1067 mm) nor more than 60 inches (1524 mm) above the adjoining walking surface.
Exterior building entrance doors, exterior exit discharge doors, and exterior roof access doors to a stairway	Attached at each end of the row of doors and at a maximum horizontal distance of 12 feet (3.65M) between signs, and not less than 42 inches (1067 mm) nor more than 60 inches (1524 mm) above the adjoining walking surface.
Fire department hose connections	Attached to the face of the building, not more than 12 inches (305 mm) horizontally from the center line of the fire department hose connection, and not less than 42 inches (1067 mm) nor more than 60 inches (1524 mm) above the adjoining walking surface.

BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
 938 KING STREET RYE BROOK, NY 10573
 (914) 939-0668 FAX (914) 939-5801
www.ryebrook.org

TEMPORARY SPECIAL USE TRAILER/TRUCK APPLICATION

FOR OFFICE USE ONLY:

Building Permit #: _____ Issued: _____
 Approval Date: _____ Permit #: _____ Permit Fee: **\$150.00/Trailer:** _____
 Approval Signature: _____ Renewal Fee: **\$100.00/Trailer:** _____
 Expiration Date: _____ Renewed Expiration Date: _____

 Application dated: _____, is hereby made to the Building Inspector for the issuance of a Permit to place a Temporary Special Use Trailer/Truck on public or private property in accordance with Chapter 186-6.E. of the Code of the Village of Rye Brook.

1. Address: _____ SBL: _____ Zone: _____
2. Number & Type of Trailers/Trucks: _____

3. Proposed Use(s) of Trailers/Trucks: _____

4. Exact Location(s) of Trailers/Trucks: _____

5. Installation Date(s): _____ Removal Date(s): _____
6. Property Owner: _____ Address: _____
 Phone #: _____ Cell #: _____ email: _____
7. Owner of Trailer: _____ Address: _____
 Phone #: _____ Cell #: _____ email: _____
8. Trailer Leased To: _____ Address: _____
 Phone #: _____ Cell #: _____ email: _____
6. Will the trailer require plumbing? No: ___ Yes: ___ Describe: _____

7. Will the trailer require electricity? No: ___ Yes: ___ Describe: _____

8. Will the trailer include cooking equipment? No: ___ Yes: ___ Describe: _____

9. Will the trailer require accessory HVAC? No: ___ Yes: ___ Describe: _____

This application must be properly completed in its entirety and must include the notarized signature(s) of the legal owner(s) of the subject property, and the applicant of record in the spaces provided. Any application not properly completed in its entirety and/or not properly signed shall be deemed null and void and will be returned to the applicant. Please note that application fees are non-refundable.

STATE OF NEW YORK, COUNTY OF WESTCHESTER) as:

_____, being duly sworn, deposes and states that he/she is the applicant above named,
(print name of individual signing as the applicant)

and further states that (s)he is the legal owner of the property to which this application pertains, or that (s)he is the _____ for the legal owner and is duly authorized to make and file this application.

(indicate architect, contractor, agent, attorney, etc.)

That all statements contained herein are true to the best of his/her knowledge and belief, and that any work performed, or use conducted at the above captioned property will be in conformance with the details as set forth and contained in this application and in any accompanying approved plans and specifications, as well as in accordance with the New York State Uniform Fire Prevention & Building Code, the Code of the Village of Rye Brook and all other applicable laws, ordinances and regulations.

Sworn to before me this _____

day of _____, 20_____

Notary Public

Signature of Applicant

Print Name of Applicant

Sworn to before me this _____

day of _____, 20_____

Notary Public

Signature of Property Owner

Print Name of Property Owner

BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
938 KING STREET, RYE BROOK, NEW YORK 10573
(914) 939-0668 - FAX (914) 939-5801
www.ryebrook.org

For office use only:	
PERMIT # _____	
ISSUED: _____	
DATE: _____	
FEE: _____	PAID <input type="checkbox"/>

APPLICATION FOR
CERTIFICATE OF OCCUPANCY / COMPLIANCE
AND CERTIFICATION OF COSTS

It shall be unlawful for an owner to use or permit the use of any building or premises or part thereof hereafter created, erected, changed, converted or enlarged, wholly or partly, in its use or structure until a certificate of occupancy shall have been issued by the Building Inspector. §250-10.A. Code of the Village of Rye Brook

Address: _____

Occupancy / Use: _____ Parcel ID #: _____ Zone: _____

Owner: _____ Address: _____

P.E./R.A. or Contractor: _____ Address: _____

Person in responsible charge: _____ Address: _____

Application is hereby made and submitted to the Building Inspector of the Village of Rye Brook for the issuance of a Certificate of Occupancy / Certificate of Compliance for the structure herein mentioned in accordance with law:

STATE OF NEW YORK, COUNTY OF WESTCHESTER as:

_____ being duly sworn, deposes and says that he/she resides at _____
(Print Name of Applicant) (No. and Street)

in _____, in the County of _____ in the State of _____, that
(City/Town/ Village)

he/she has supervised the work at the location indicated above, and that the actual total cost was: \$ _____,

for the construction, alteration or repair of: _____

Deponent further states that he/she has examined the approved plans of the structure herein referred to for which a Certificate of Occupancy / Compliance is sought, and that to the best of his/her knowledge and belief, the structure has been erected in accordance with the approved plans and any amendments thereto except in so far as variations therefore have been legally authorized, and as erected complies with the laws governing building construction.

Sworn to before me this _____
 day of _____, 20____

Sworn to before me this _____
 day of _____, 20____

 Signature of Property Owner

 Signature of Applicant

 Print Name of Property Owner

 Print Name of Applicant

 Notary Public

 Notary Public

6.1.2014

**IF YOU'RE NOT
LEAD-SAFE CERTIFIED,
DISTURBING
JUST SIX
SQUARE FEET
COULD COST YOU
BIG TIME.**

GET LEAD-SAFE CERTIFIED BY APRIL 22, 2010.



If you're working on homes, schools or day care centers built pre-1978, you now must be EPA Lead-Safe Certified.

WHAT

The Lead-Based Paint Renovation, Repair and Painting (RRP) rule is a federal regulatory program affecting anyone who disturbs painted surfaces where lead may be present.

- Submit an application to certify your firm for five years.
- A one-day class will certify your renovators for five years.
- Learn the required steps to contain the work area, minimize dust and thoroughly clean up every day.

WHO

• Any contractor, including renovators, electricians, HVAC specialists, plumbers, painters and maintenance staff, who disrupts more than six square feet of lead paint in pre-1978 homes, schools, day care centers and other places where children spend time.

WHY

1. Avoid risk of government fines and civil liability:
 - Without certification and by not following approved practices, you and your company can face tens of thousands of dollars in fines and put yourself and your company at risk of potential lawsuits.
2. Protect your workers, yourself and your customers from a health risk:
 - Dust from renovation, repairs and painting can contaminate an entire home and, if inhaled or ingested, can cause irreversible damage to children and adults.
3. Gain competitive advantage:
 - Certification makes you stand out from others and positions you as a professional contractor consumers can trust. Using your company's certification in your marketing materials may help attract business.
 - Consumers will look for the certification before hiring contractors and may be more accepting of additional costs and time associated with doing the job safely.
 - Upon certification of your firm, your company will be listed as a Lead-Safe Certified Contractor on the EPA website, giving your firm the potential for new customers.

WHERE

To find an accredited trainer in your local area or get additional info, go to epa.gov/getleadsafe or call 800-424-LEAD.

WHEN

Now – Certification requirements begin April 22, 2010.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
3.a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

EAF Mapper Summary Report

Monday, December 07, 2015 11:07 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Airport 60 Ldn Noise Contour, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes *
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

* Information from New York State indicates that the threatened Sedge Wren has, in the past, been documented within one-half mile of the site. However, information provided to the Planning Board during the PUD Site Plan review indicates that there is very little potential for the Sedge Wren to be breeding or foraging on the site as Rye Brook is outside the breeding and wintering range of the species.

BUILDING DEPARTMENT
VILLAGE OF RYE BROOK
938 KING STREET RYE BROOK, NY 10573
(914) 939-0668 FAX (914) 939-5801
www.ryebrook.org

FOR OFFICE USE ONLY:

BOT Approval Date: _____ PB Approval Date: _____
 BOT Disapproval Date: _____ PB Disapproval Date: _____
 Attach Resolution Hereto: BOT [] PB [] ZBA [] Chairman: _____
 SITE PLAN FEE: _____ DATE PAID: _____
 ENVIRONMENTAL FEE: _____ DATE PAID: _____
 OTHER: _____

APPLICATION FOR SITE PLAN APPROVAL

Submission of this application does not assure placement on any Planning Board Agenda. The Applicant will be notified of such placement.

 This application references but is not limited to the following sections of the Code of the Village of Rye Brook; §250 ZONING, §209 SITE PLAN REVIEW, §235 TREES, §107 DEMOLITION OF BUILDINGS, §224 SWIMMING POOLS, §121 EXCAVATION & TOPSOIL REMOVAL, §118 EROSION & SEDIMENT CONTROL, §213 STEEP SLOPES PROTECTION, §219 SUBDIVISION OF LAND, §250-40 NOTIFICATION REQUIREMENTS. **Applicants and their Design Professionals are strongly advised to review the above mentioned code sections online at, www.ryebrook.org prior to completing and/or submitting this application.**

APPLICATION FEE SCHEDULE:

- Residential Dwellings - \$325, plus \$200 per additional dwelling unit.
- Non-Residential Buildings - \$475 plus \$30 per parking space.
- Planned Unit Development - \$575 per acre
- PUD Amendment - \$300
- Site Plan Amendment - \$575
- Wetlands & Watercourse - \$1,150

Consultant Review (Escrow) Fee: Minimum fee \$250 - maximum fee \$2,500, to be determined by the Village Engineer.

Application fees are non-refundable. The applicant's Escrow Account must have a positive balance at all times prior to any Consultant, Attorney, or Village review. Escrow Fees and Site Plan Fees must be paid on separate checks made payable to the Village of Rye Brook.

- *****
1. Site Address: 1100 King Street Parcel ID#: 124.82-1-1 Zone: OB-1
 2. Property Owner: S.L. Green Realty Corp
 Address: 360 Hamilton Avenue, White Plains, NY 10601 E-Mail: Matthew.Holst@slgreen.com
 Tel. #: 914-872-4737 Other: _____
 3. Applicant: same as owner
 Address: _____ E-Mail: _____
 Tel. #: _____ Other: _____
 4. Design Professional: Gerhard M. Schwalbe, P.E., Divney Tung Schwalbe, LLP
 Address: One North Broadway, White Plains, NY 10601 E-Mail: jschwalbe@divneytungschwalbe.com
 Tel. #: 914-428-0010 Other: 914-428-0017
 Matthew Holst, AIA, LEED AP, Vice President, Architectural Services
 5. Designate to whom correspondence is to be sent: S.L. Green, 360 Hamilton Avenue, White Plains, NY 10601

Note: If applicant is a Contract Vendeeö, please attach a copy of the contract summary with financial and confidential terms deleted.

REVISED 8/10/15

- 6. Street which property abuts: King Street/Route 120A
- 7. Does property connect directly into State or County highway? () NO (X) YES: Route 120A
- 8. Is site within 500 feet of Village Boundary? () NO (X) YES If yes note all bordering municipalities: Greenwich, CT
- 9. Total area of site: 25.9 acres Area of site activity: 0.6 acres
- 10. Site coverage: 42 %; Building coverage: No change, approx. 7%
- 11. Existing building size: N/A New/additional building size: N/A
- 12. Existing parking spaces: N/A New parking spaces: N/A
- 13. Nature of proposed activity: Construction of an amenities area including a volley ball court, two bocce courts, seating areas, a storage room and connecting walkway in the rear of building 2.

Please note that this application must include the notarized signature(s) of the legal owner(s) of the above-mentioned property, in the space provided below. Any application not bearing the legal property owner's notarized signature(s) shall be deemed null and void, and will be returned to the applicant.

STATE OF NEW YORK, COUNTY OF WESTCHESTER) as:
 _____, being duly sworn, deposes and states that he/she is the applicant above named,
 (print name of individual signing as the applicant)
 and further states that (s)he is the legal owner of the property to which this application pertains, or that (s)he is the
 _____ for the legal owner and is duly authorized to make and file this application.
 (indicate architect, contractor, agent, attorney, etc.)

That all statements contained herein are true to the best of his/her knowledge and belief, and that any work performed, or use conducted at the above captioned property will be in conformance with the details as set forth and contained in this application and in any accompanying approved plans and specifications, as well as in accordance with the New York State Uniform Fire Prevention & Building Code, the Code of the Village of Rye Brook and all other applicable laws, ordinances and regulations.

Sworn to before me this 31st
 day of March, 20 16
Benjamin Denecke
 Notary Public

 Signature of Property Owner
3/31/16 - MATTHEW HOLST
 Print Name of Property Owner

Sworn to before me this 31st
 day of March, 20 16
Benjamin Denecke
 Notary Public

 Signature of Applicant
MATTHEW HOLST
 Print Name of Applicant

Benjamin Denecke
 Notary Public - State of New York
 Qualified in Columbia County
 No. 01DE6219071
 My Commission Expires 4/16/18

Benjamin Denecke
 Notary Public - State of New York
 Qualified in Columbia County
 No. 01DE6219071
 My Commission Expires 4/16/18



SITE PLAN SUBMITTAL REVIEW CHECKLIST

This form shall serve as a checklist for site plan submittal and review by the Village of Rye Brook. The use of this plan review checklist by the applicant is to ensure compliance with the technical provisions of §209 of the Code of the Village of Rye Brook entitled, Site Plan Review, pertaining to preliminary and final plan preparation. The Village Code is available on the Village Website at: www.ryebrook.org. Prior to the appearance before ANY meeting or hearing of the Planning Board, the applicant must comply with all Notification Requirements of Code Section 250-40.

SITE PLAN SUBMITTAL SHALL INCLUDE:

1. **APPLICATIONS.** Completed and signed including correspondences.
2. **CHECKLIST.** Completed and signed.
3. **PLANS.** Signed, Sealed & Dated. Fifteen paper (15) copies or twenty (20) copies when Board of Trustees approval is required and one (1) electronic version. One (1) record set with original signatures, dates and seals may be provided and submitted with fourteen (14) copies or nineteen (19) copies that clearly indicate the signatures, dates, and seals shown on the record set.
4. **FEES:** All application fees and Environmental fee. A separate check for filing fee and Environmental fee.
5. **Environmental Assessment Form.** Form available on the NYS DEC website.
6. **Electronic Copy.** Complete copy of all plans and shall be submitted electronically at time of submission.
7. **Notarized Affidavit of Sign Posting & Mail Notification.**

I, _____ (Applicant's Signature) have read the Notification Requirements of Code Section 250-40 and will provide notification as required.

IDENTIFICATION OF APPLICANT(S):

Identification of Applicant: S.L. Green Realty Corp

Applicant: S.L. Green Realty Corp

Address: 360 Hamilton Avenue, White Plains, NY 10601

Tel. #: 914-872-4737 Fax: 646-293-3285 E-Mail: Matthew.Holst@slgreen.com

Project Name: Reckson Executive Park Exterior Improvements Phase 2

Project Address: 1100 King Street

Current Property Owner: S.L. Green

Address: 360 Hamilton Avenue, White Plains, NY 10601

Tel. #: 914-872-4737 Fax: 646-293-3285 E-Mail: Matthew.Holst@slgreen.com

IDENTIFICATION OF PROPERTY:

Identifying Title: Exterior Improvements Phase 2

Tax Designation: Section: 124.82 Block: 1 Lot: 1 Zoning District: OB-1

Street which property abuts: King Street/Route 120A

Plan Submission Date: 4/5/2016

Y N NA PLAN REQUIREMENTS

- ○ ○ 15 -20 copies of plans prepared and signed by a registered Land Surveyor, Engineer or Architect.
- ○ ○ One (1) electronic copy of all submitted plans.
- ○ ○ Topographic Survey stamped by New York State Land Surveyor with license number and seal.
- ● ○ Topographic survey scale of one (1) inch per twenty (20) feet or larger. (Plan scale 1"=60')
- ○ ○ Section, block and lot numbers of the property taken from the latest tax records along with a copy of the most recent property card on file with the Town of Rye Tax Assessor's office.
- ○ ● Name of the proposed subdivision plan.
- ○ ○ Name and address of the owner of record.
- ○ ○ Name and address of the applicant.
- ● ○ Deed reference(s).
- ○ ○ Names, addresses and signature of every Engineer, Architect, Land Surveyor or Soil Scientist whose professional seal appears on any site plan submitted to the Board.
- ○ ○ North arrow and scale.
- ○ ○ Location map at the minimum scale of 1ö equals 1,000 feet.
- ○ ○ Area of all lots, in square feet.
- ○ ● Engineering notes on plans as stated in application packages.
- ○ ● Copies of all existing and proposed deed restrictions or covenants applying to the property, including, but not limited to, covenants and agreements restricting the use and establishing future ownership and maintenance responsibilities for all private roads, recreation, and open space areas.
- ● ○ Any prior land use approvals with respect to the subject property.
- ○ ○ Date the plans were first drafted. Any revision(s) made to any of the sheets first submitted are to be so noted in the revision block. The revision block is to be placed on the originals of the revised sheets. Additional paper copies are to be made & submitted for the Planning Board & Building Dept. to replace those sheets previously submitted.
- ○ ○ Other existing site improvements, including, but not limited to, fences, landscape or retaining walls, landscaping & screening.
- ○ ○ Location of all buildings and structures on the premises and approximate location of all neighboring buildings or structures within 100 feet of the lot line.
- ○ ○ Fees paid to The Village of Rye Brook Building Department.
- ○ ● Any revisions to plans shall be identified with a revision cloud and numbered revision triangle

Y N NA ABUTTING PROPERTY INFORMATION

- ○ ○ The names and addresses of all abutting property owners within 250 ft as indicated in the Municipal records.
- ● ○ Zoning and use of abutting properties noted on plans.
- ○ ○ Shape, size, height and location of existing buildings and driveways within one hundred (100) feet of the site.
- ○ ○ Location and description of existing easements within one hundred (100) feet of the site.
- ○ ○ Location of existing private or public trails within one hundred (100) feet of the site.
- ○ ○ Location of existing roads, scenic roads and/or driveways within two hundred (200) feet of the site.
- ○ ● Location of proposed parkland. If none state nearest recreation facility
- ○ ● Location of existing septic system leach fields within two hundred (200) feet of the site.
- ○ ○ Locations, dimensions, grades and flow direction of existing sewers, culverts, waterlines as well as other underground utilities within and adjacent to the property.

- ○ ○ The location of all existing watercourses, intermittent streams, wetland areas and springs, consistent with the definitions set forth in Chapter 245, Wetlands and Watercourses, of the Code of the Village of Rye Brook.

Y N NA PROPOSED SITE PLAN INFORMATION

- ○ ○ Sufficient, acceptable information to readily determine the location, bearing, and length of every street line, lot line, and property boundary line.
- ○ ○ Location of all building setback lines.
- ○ ○ Topographic data at a minimum contour interval of 2-foot increments, showing existing and proposed contours on the property and extending a minimum of 25 feet into all adjacent properties.
- ○ ○ The location and characteristics of the different areas of vegetation, including the identification of all individual trees 12 or more inches in diameter at breast height ("DBH"), protected trees of any size, as well as stands of trees and wooded areas, within areas of proposed disturbance, consistent with the provisions of Chapter 235, Trees, of the Code of the Village of Rye Brook.
- ○ ○ Location and proposed development of all buffer areas, including existing vegetative cover.
- ○ ● Location and description of any zoning district and municipal boundaries including a zoning compliance chart for the existing and proposed lots.
- ○ ○ Shape, size, height and location of all existing and proposed buildings.
- ○ ○ Location and description of any existing and proposed easements.
- ○ ○ Location and dimensions of all existing and proposed streets, driveways, sidewalks, parking spaces, bicycle parking, loading areas and other facilities associated with the proposed use.
- ○ ● Identification of the location and amount of building area proposed for retail sales or similar commercial activity.
- ○ ○ Location of existing and proposed utilities (water, sewer, gas, electrical, telephone, oil tank etc.).
- ○ ● Design and location of all existing and proposed wells, septic tanks and leach field systems, or methods of waste water disposal.
- ○ ○ Location, type and size of all existing and proposed landscaping and screening including fences and walls.
- ○ ○ Location, size and proposed screening of outdoor storage areas, if any.
- ○ ○ Location, design and construction material of all existing or proposed site improvements, including drains, culverts, retaining walls, landscape walls and fences.
- ○ ● Exterior lighting plan and proposed signs to be located on site, including sign orientation, size, height, and elevation view.
- ○ ○ Storm drainage plan and plans for snow removal and storage.
- ○ ● Pedestrian and automobile circulation plan.
- ○ ○ Construction drawings for pavements, walks, steps, curbing, drainage & other structures associated with the proposed use.
- ○ ○ Erosion and sedimentation control plan, including installation details of proposed control measures, directive construction notations and a schedule for the installation and maintenance of proposed control measure.
- ○ ○ Description of measures planned to assure proper erosion and sedimentation control in accordance with the requirements of Chapter 118 entitled "Erosion and Sediment Control," of the Code of the Village of Rye Brook.
- ○ ○ Drawing and computation for storm water detention design for a 25-year storm in accordance with the Westchester County Best Management Practices
- ○ ○ Rock outcroppings and areas of steep slope consistent with the definitions set forth in Chapter 213, Steep Slope Protection, of the Code of the Village of Rye Brook.
- ○ ● Location of any common lands and/or public lands.
- ● ○ Phasing or an estimated project construction schedule.
- ○ ● Supporting documents, including deeds, maintenance, condominium agreements, etc.

- ○ ○ Location of proposed construction or area of disturbance and its relationship to any property line, easement, building, structure, road, wall, fence, sewage disposal system, well, wetland feature or tree exceeding six inches in diameter measured at a height of four feet from the ground
- ○ ○ Estimate of earthwork showing the quantity of any material to be imported to and/or removed from the site including a chart with the number/species and size of any trees to be removed.
- ○ ○ Location and size of areas of soils by soil types in the area of proposed disturbance and to a distance of 100 feet surrounding the area of disturbance.
- ○ ○ Cross sections of steep slope areas.
- ○ ○ Retaining walls or like constructions, with details of construction.
- ○ ● Approximate boundaries of any areas subject to flooding or stormwater overflows, including areas of special flood hazard and coastal high-hazard areas, consistent with the definitions set forth in Chapter 130, Flood Damage Prevention, of the Code of the Village of Rye Brook. Approximate Wetlands and wetland buffer boundaries shall be clearly delineated.
- ○ ○ Location of fire and other emergency zones, including the location of fire hydrants.
- ○ ○ Studies to include, but not necessarily limited to: environmental impact analysis, wildlife, traffic, stormwater management, recreation, public service, fiscal impact, visual impact and historic significance documentation, or a written request to waive the submission requirements for these studies.
- ○ ○ Amount of any bonds required.
- ● ○ Amount of excavated material to be removed from site, if any.

Y N NA OTHER (as applicable)

- ○ ● Record of application for and approval status of all necessary permits from state and county officials and local utility companies.
- ○ ● Identification of any federal, state or county permits required for the project's execution, including project referrals, if any, & environmental review procedures mandated by Article 8, Environmental Quality Review, of the Environmental Conservation Law (SEQRA).
- ● ○ Any other information felt necessary by the Planning Board to allow the Board to proceed with consideration & to make an informed decision.

DEVELOPMENT REVIEW CHECKLIST
WESTCHESTER COUNTY PLANNING BOARD

Notice to Applicants/Developers: At some point during the development review process your project may be referred to the Westchester County Planning Board for review and comment in accordance with state and county laws that require local planning boards, zoning boards of appeals and governing bodies to refer certain development applications to the County Planning Board. Referral to the County Planning Board may not occur until your project has progressed well along through the design process. Since the Planning Board's comments may impact project design, this checklist is provided to encourage early consideration of these areas of concern by applicants to avoid project changes later.

For information on the County Planning Board review process and to access an electronic copy of this checklist, go online to www.westchestergov.com/planningreferrals or contact Lukas Herbert at lah5@westchestergov.com.

I. COUNTY PLANNING BOARD POLICIES: Written policies underlie all recommendations of the County Planning Board. *Westchester 2025 - Context for County and Municipal Planning and Policies to Guide County Planning*, adopted by the County Planning Board on 5/6/08, amended 1/5/10, can be found at www.westchestergov.com/2025.

□ **Westchester 2025:** Policies should be reviewed to determine how they relate to the development proposal.

II. IMPACTS TO COUNTY FACILITIES AND SERVICES: The County Planning Board coordinates the review of development projects with Westchester County departments to identify and address potential impacts on County services and infrastructure. **In some situations, permits and approvals may be required that could change project design.**

Map of County Facilities: Review the State & County Roads and Parks map (which also includes county channel lines) to identify proximity to County facilities at: www.westchestergov.com/planningdocs/pdfmaps/countystateroadsparks.pdf. Other useful map links for information about environmental features, septic/sewer map, county sewer districts map, etc can be found at: www.westchestergov.com/maps

COUNTY ROAD: Applications for development on sites that abut a County road must be submitted for review by the County Department of Public Works. Information and forms can be found at: www.westchestergov.com/dpw/bldgperm.htm. Former County Roads do not need review by the Department of Public Works, but will still likely trigger a review by the County Planning Board.

COUNTY CHANNEL LINES: Applications for development on sites within 100 feet of a designated County Channel Line require a stream control permit from the County Department of Public Works. Information and forms can be found at: www.westchestergov.com/dpw/bldgperm.htm

COUNTY PARK: New construction & land alteration projects adjacent to County parks are expected to address screening & buffer of new uses from the park, as appropriate. Stormwater should not drain from a developed site onto a County park without acceptable quantity and quality controls. County parks are designated as Critical Environmental Areas.

SEWAGE TREATMENT AT COUNTY TREATMENT PLANT: Local municipalities are required to reduce and eliminate inflow and infiltration (I&I) into the sanitary sewage systems tributary to County treatment plants. New development will be expected to reduce I&I in relation to generation of new flow at a ratio of three to one. **This requirement must be discussed with local officials.**

BEE-LINE BUS SERVICE: Bee-Line bus stops serving a development site should be identified on plans or noted if located off-site. **If a bus stop is located along the site's frontage, the applicant should contact the County Department of Transportation to discuss impacts and the need for improvements.** Safe and separate pedestrian access should be provided to link a bus stop and sidewalk with building entrances. Information on County bus service and design guidelines can be found at: westchestergov.com/transportation/images/Bus%20Service%20Guidelines.pdf

FAIR AND AFFORDABLE HOUSING: Many municipalities require inclusion of fair & affordable units in new developments. Financial assistance to achieve fair & affordable housing development is available through Westchester County & other sources. **Applications that include new residential units to be affirmatively marketed & sold or rented subject to fair & affordable housing provisions should be tied to Westchester County guidelines on affordability including income guidelines of eligible households that can be found at:** <http://homes.westchestergov.com/>. If County funding is sought to develop fair & affordable housing, the County Board of Legislators must be included as an involved agency under SEQR.

RECYCLING: New buildings must contain a designated area of sufficient size for separation and storage of recyclables and trash. Building expansions should also include sufficient space for separation and storage of recyclables. For more information about County recycling requirements go to: www.westchestergov.com/environment_recycling.htm

STORM SEWER SYSTEM: Any connections to a County storm sewer line will require a permit from the Department of Public Works in accordance with the County Illicit Discharge Detection and Elimination (IDDE) law. Information & forms can be found at: www.westchestergov.com/dpw/bldgperm.htm Non-stormwater discharges to the County storm sewer system are prohibited.

III. DEVELOPMENT STANDARDS

The County Planning Board's land use policies focus attention on several aspects of development that may have intermunicipal and quality of life impacts. The list below includes areas most frequently commented on by the County Planning Board.

WATER: All development plans should include sufficient provisions for stormwater management, water quality measures and mitigation of flooding.

Plans should identify the major drainage basin or watershed the site is located in (Croton River, Upper Hudson River, Lower Hudson, Upper Long Island Sound, Bronx River and Lower Long Island Sound). An interactive map with watershed boundaries can be found at www.westchestergov.com/planning/maps&lists/drainbasins11x17.html

Watershed plans have been developed for several of the County's watersheds - the Croton, Indian Brook-Croton Gorge, Bronx River & Long Island Sound watersheds - that include specific recommendations that apply to development projects. See recommendations in watershed plans at: planning.westchestergov.com/index.php?option=com_content&task=view&id=1231&Itemid=2204

- Development that involves filling, creation of impervious surfaces or buildings and substantive loss of natural vegetation in a floodplain or flood prone area should be avoided.
- Above ground, vegetated retention/detention basins or devices are preferred because they perform better, are easier to inspect and maintain and provide additional environmental benefits over subsurface structural devices. Any such treatments should not be constructed within wetlands or buffer areas around wetlands.
- The development should treat and retain as much stormwater on-site as possible, particularly when the site is located in a drainage basin with known flooding problems. A Construction Stormwater Toolbox with tools and sources of technical information related to the construction activities and stormwater management best practices is available from the New York State Department of Environmental Conservation at: www.dec.ny.gov/chemical/8694.html
- New development should include protection of aquatic resources. For more information about protection of aquatic resources & buffer areas, go to: planning.westchestergov.com/index.php?option=com_content&task=view&id=1491&Itemid=2458
- Impervious cover should be minimized. Permeable paving surfaces should be used where feasible. Vegetative rain gardens should be used, particularly in areas of overland or channelized stormwater flow, to improve stormwater quality and reduce runoff volume. For more information, go to: www.westchestergov.com/stormwater
- Buildings along coastlines and low lying area should consider the impacts of sea level rise. Specific consideration is required of potential impacts to surface and subsurface drinking water supplies.
- SITE LAYOUT.** Aesthetic design, building orientation and community character should be considered in the site layout and building appearance.
- In most locations, buildings should face the street and have pedestrian access from the street.
- Commercial buildings should be located near the front street line with the majority of parking located in the rear of the building. Even gas stations and convenience stores should be upfront in a landscaped setting with parking, pumps and canopy toward the rear.
- Buildings should be of pedestrian-scale when seen from the sidewalk.
- Building facades should contribute to and enhance the character of the community.
- Driveway and pathway connections should be provided to adjacent sites when possible and crosseasements provided.
- STREETS.** Street design should reduce unwarranted paving and promote connectivity.
- New streets should connect with adjacent streets wherever feasible to prevent the proliferation of dead-end streets and promote neighborhood integration.
- Connections could be vehicular or pedestrian/bicycle only, where appropriate.
- Street widths should be minimized for streets with low traffic volume to reduce speeds and impervious surfaces. Lane widths of 12 feet are only appropriate for major roadways.
- Driveway widths should be no more than 9 feet to reduce impervious surfaces.
- Permeable paving surfaces should be used where feasible.
- GREEN TECHNOLOGY.** New development should include as many green building elements as possible, such as: renewable building materials, energy efficient heating/cooling systems and fixtures, water saving devices, green roofs and permeable paving surfaces. Information can be obtained from the U.S. Green Building Council at: www.usgbc.org.
- LANDSCAPING AND LIGHTING.** The site improvements should enhance community character.

- Landscaping should consist of native plant species appropriate for the location. Invasive plant species should be prohibited. Invasive plant information available at: www.westchestergov.com/planning/environmental/Reports/InvasivePlantsBroch08.pdf
- Pollutant tolerant plantings should effectively shield parking, loading areas and refuse collection sites.
- Site lighting should be provided at the lowest safe levels and lowest heights, avoiding all spillage off site.
- PEDESTRIANS.** Safe, convenient and ADA accessible pedestrian access is provided.
- A sidewalk should be provided along the site frontage along each street.
- Direct pedestrian connections should be made from the front of the building to the sidewalk. Pedestrian crossings of drive-ways & parking lots should be minimized or avoided. If they must be provided, painted crosswalks should be provided through parking lots.
- ADA accessibility must be provided.
- BICYCLISTS.** Provisions for bicyclists should be incorporated into project design.
- Bicycle parking should be provided in commercial and residential developments. Guidelines can be found at: www.apbp.org/resource/resmgr/publications/bicycle_parking_guidelines.pdf
- If near a trailway or bicycle route, extra consideration should be given to bicycle accessibility such as bike lanes on internal roadways, bicycle parking and other amenities.
- Drive-thru lanes at uses such as banks and fast-food restaurants should also be accessible for bicycles.

Waiver: Upon finding by the Building Inspector, Village Engineer, Planning Board or Board of Trustees that, due to the particular character or limited nature of development or change in use or to special conditions peculiar to a site, the submission of a final site plan, or certain portions of information normally required as part of the site development plan, is inappropriate or unnecessary or that strict compliance with said submission requirements will cause extraordinary and unnecessary hardship, such official or Board may waive such submission requirements wherever, in the opinion of such official or Board, such waiver will be consistent with the goal of promoting the public health, safety and general welfare of the community. The findings for granting such waiver shall become a part of the public record. Any waiver request must be made in writing, and include sufficient detailed information for the appropriate authority to make an informed decision.

Design Professional's Certification of Completion of Checklist

I have fully reviewed the Village of Rye Brook's requirements and certify this application to be a complete submission. I understand that an incomplete plat or incomplete checklist shall be deemed an incomplete submission and shall be returned to the applicant upon determination of such by the appropriate authority.

Name (Print) Gerhard Schwabke

Signature Gerhard Schwabke

Date 4/4/16



Professional Seal

July 26, 2016

RESOLUTION

**CONSIDERING A REQUEST FOR THE REMOVAL OF A
SIGNIFICANT TREE AT 278 NORTH RIDGE STREET**

WHEREAS, the property owner of 278 North Ridge Street has submitted a tree removal application to the Village of Rye Brook; and

WHEREAS, under section 235-21 of the Village of Rye Brook Village Code no Significant Tree over 36" DBH shall be removed without the approval of the Village Board of Trustees; and

WHEREAS, said tree is considered a Significant Tree.

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees hereby approves the Tree Removal Permit application made by the property owner of 278 North Ridge Street for the removal of the following:

One (1) Elm Tree approximately 32" in diameter DBH

AND BE IT FURTHER RESOLVED, the property owner of 278 North Ridge Street shall replant two (2) 2.5" trees as required by code in consultation with the Village Superintendent of Public Works.



Engineering & Public Works
Department
938 King St., Rye Brook 10573
(914) 939-0753 (fax) (914) 939-0242
ryebrook.org

RECEIVED
JUL 15 2016
PUBLIC WORKS
**TREE
REMOVAL
PERMIT
APPLICATION**

PERMIT No. **16-** _____
 PERMIT FILING FEE: \$50 Paid
 RESTORATION FEE _____
 PERMIT EXPIRES _____
 REPLANT & INSPECT BY _____
 REPLANT _____ TREE(S) _____

INSTRUCTIONS & INFORMATION FOR A PERMIT FOR TREE REMOVAL:

- For further information refer to Village Code Section 235 available at www.ryebrook.org
- All trees requested for removal shall be marked with ribbon or string, in a non-harming fashion.
- All persons granted a Tree Removal Permit shall be required to replant a native noninvasive 2" to 2 1/2" caliper tree on said property per code section 235-18. Species such as but not limited to Elm, Oak, Maple, Zelkova, Beech, etc. Ornamental trees may not be substituted.
- All stumps shall be removed as per code section 235-18. Location shall be top soiled and seeded with grass.
- Allow for 10 business days for processing of application.
- An appeal to a denial may be made in writing as per code section 235-14 within 30 days of decision.

PROPERTY OWNER

OWNER'S NAME Mike Gonic
 ADDRESS 278 North Ridge St.
 PHONE NUMBER 914-755-4400
 CELL PHONE NUMBER 914 755 4400
 E-MAIL mikegonic@gmail.com
 SIGNATURE [Signature]

I AGREE TO ASSUME FULL RESPONSIBILITY FOR COMPLIANCE WITH RYE BROOK TREE CODE CHAPTER 235, AND WILL REPLACE TREES AS REQUIRED BY THE VILLAGE OF RYE BROOK TREE ORDINANCE

CONTRACTOR

COMPANY NAME _____
 SUPERVISOR/SIGNATURE _____
 ADDRESS _____
 PHONE NUMBER _____ CELL _____
 E-MAIL _____
 FAX NUMBER _____
 ARBORIST CERTIFICATION # _____

I AGREE TO ASSUME FULL RESPONSIBILITY FOR THE REMOVAL OF SAID TREE(S) AND FOR THE COMPLIANCE WITH ALL APPLICABLE COUNTY, STATE, AND LOCAL REGULATIONS REGARDING PROPER REMOVAL AND DISPOSAL OF TREE(S)

LIST TREE(S) TO BE REMOVED (DBH=DIAMETER AT BREAST HEIGHT)

SPECIES: ECM HEIGHT: 60' DBH: 32" LOCATION: FRONT
 SPECIES: PINE HEIGHT: 60' DBH: 20-26 LOCATION: LEFT FRONT
 SPECIES: _____ HEIGHT: _____ DBH: _____ LOCATION: _____
 SPECIES: _____ HEIGHT: _____ DBH: _____ LOCATION: _____
 SPECIES: _____ HEIGHT: _____ DBH: _____ LOCATION: _____
 SPECIES: _____ HEIGHT: _____ DBH: _____ LOCATION: _____

PURPOSE OF REMOVAL

Notes: Leaning toward the house (Elm)
Shallow roots (pine)

CIRCLE ONE: Routine Emergency

OFFICE USE ONLY

INSPECTION MADE BY: Michael Moraw - NEEDS NOT DATE: 7-18-16
 REMOVAL AUTHORIZED BY: Michael Moraw) NOT DATE: _____
 REMOVAL DENIED BY: _____ DATE: _____
 PERMIT CONDITION: _____ DATE: _____



SERVING WESTCHESTER AND FAIRFIELD COUNTIES

arbor care plant health care lawn care organic programs tick management deer repellent

Tree Inspection

June 2nd of 2016

To who may concern:

Arbor Trackers Plant Health Care is a fully licensed and insured company providing the best lawn and tree care service in the area of Southwestern Connecticut and Westchester County NY.

We deliver the highest Plant Health Care solution available using mostly environment friendly non restricted products.

As an Arborists our goal is to preserve trees in good health as well as keep them safe to stay on the landscape. Pruning and cabling is recommended for many health reasons and for safety purposes.

Pruning will reduce the probability of tree's breaking and falling causing property damage. Complete removal of the tree is recommended to completely eliminate chances of severe property damage. Especially when the lean of the tree is in direction towards house which is the case of the Elm Tree located at 278 N Ridge St, Rye Brook, NY 10573 . The tree is a risk because it weight is leaning toward the front of the house.

If you have any questions please do not hesitate to contact us at any time. Our office phone number is

(203) 559-0740

Sincerely

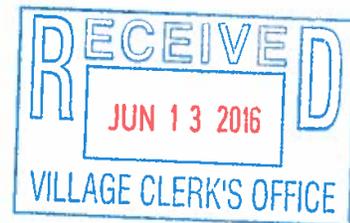
Handwritten signature of Jose Alvarado

Jose Alvarado

Consulting Arborist

Handwritten note: ISA# S-6188

Handwritten note: Mike Grbic 914-755-4400



PO BOX 2502
Stamford CT 06906
NY Lic # CO875209

mobile 203.898.0898
office 203.559.0740
CT Lic # S-5730

www.arbortrackers.com
arbortrackers@gmail.com
CT Reg# B-2731

July 26, 2016

RESOLUTION

**CONSIDERING AN INTER-MUNICIPAL AGREEMENT BETWEEN THE
VILLAGE OF RYE BROOK, THE TOWN OF RYE AND THE PORT
CHESTER SCHOOL DISTRICT TO PARTICIPATE AND REQUEST
FUNDING FOR A FLOOD MITIGATION STUDY**

WHEREAS, the area along the eastern Branch of the Blind Brook in the Village of Rye Brook between the Rye Ridge Condominiums known as Avon Circle and the lower pond on Bowman Avenue has historically experienced significant flooding and negatively impacted and caused damage to both residential properties and Port Chester Middle School properties; and

WHEREAS, the Village of Rye Brook, the Town of Rye, and the Port Chester Union Free School District have received a Flood Mitigation Study proposal from Dolph Rotfeld Engineering, P.C. dated July 14, 2016 (the “DRE Study”) to seek ways to improve these flooding conditions; and

WHEREAS, the DRE Study would evaluate flooding conditions in the vicinity of Avon Circle as well as downstream areas including Bowman Avenue and the vicinity of the athletic fields immediately west of the Port Chester Middle School building; and

WHEREAS, the DRE Study proposal fees for Phase 1 and Phase 2 are estimated to be \$95,000.00 for investigation survey, hydraulic modeling and preliminary engineering, which includes \$7,500.00 for non-flood mitigation improvements at the Port Chester Middle School; and

WHEREAS, in 2011 Westchester County adopted a Stormwater Management Law and developed a program whereby funding is available to eligible municipalities for flood mitigation or flood damage reduction projects if such projects are included in the reconnaissance plans prepared for each major drainage basin; and

WHEREAS, flooding and the need for a flood improvement project in this area has been identified in the Westchester County Reconnaissance Plan for the Coastal Long Island Sound Watershed (August 2013) making the vast majority of the DRE Study eligible for municipal funding assistance through the Westchester County with the exception of the \$7,500.00 for non-flood mitigation improvements at the Port Chester Middle School which is also included within the study; and

WHEREAS, the Village of Rye Brook, with the support of the Town of Rye and Port Chester Union Free School District, has submitted a *Stormwater Management Law Flood Mitigation Project Application Form* to the County of Westchester

seeking 50% of the costs of Phase 1 and 2 of the DRE Study in an amount not to exceed \$50,000; and

WHEREAS, the remaining 50% of the costs would be shared as follows: Rye Brook 25% (up to \$25,000), the Town of Rye 12.5% (up to \$12,500), and the Port Chester Union Free School District 12.5% (up to \$12,500); and

WHEREAS, the Village of Rye Brook has prepared an inter-municipal agreement for the consideration of the Village of Rye Brook, the Town of Rye, and the Port Chester Union Free School District outlining the obligations of the Village of Rye Brook, the Town of Rye, and the Port Chester Union Free School District for this cost sharing commitment and coordination of municipal and school district efforts (the "IMA"), as more particularly described in the IMA; and

WHEREAS, the Village of Rye Brook, on behalf of the Town of Rye and the Port Chester Union Free School District, would further agree to coordinate and take the lead municipal role on the Westchester County stormwater application and project coordination with Westchester County, including the approval of a separate inter-municipal agreement between the Village of Rye Brook and Westchester County for Westchester County Phase I stormwater funding of this project; and

WHEREAS, Phase 1 and 2 of the DRE Study consisting of design and feasibility studies is a Type II action pursuant to Section 617.5(c)(18) of the State Environmental Quality Review Act ("SEQRA") and therefore no further environmental review is required for Phase 1 and 2.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Village Board is in full support of this flood mitigation project, the DRE Study, the funding commitments, and the submission of an application to Westchester County for flood mitigation funding which will also require the Village of Rye Brook to approve a separate Phase I Stormwater Management Law Funding Program IMA between the Village of Rye Brook and the County of Westchester; and be it

FURTHER RESOLVED, that the Mayor and Administrator are authorized to sign the IMA between the Village of Rye Brook, Town of Rye, and Port Chester Union Free School District, and is further authorized to execute all additional documents as may be necessary to satisfy the terms of the resolution and the purpose of the IMA; and be it

FURTHER RESOLVED, that if the IMA is approved by the Village of Rye Brook, the Town of Rye, and the Port Chester Union Free School District, and the separate IMA is also subsequently approved between the Village of Rye Brook and the County of Westchester, the Village agrees to take the lead to coordinate the DRE Study, the flood mitigation project, the County IMA coordination, and any related paperwork and payments or reimbursements required in the project proposal and related agreements with Dolph Rotfeld Engineering and the County of Westchester.

AGREEMENT, made the _____ day of _____, 2016 by and

between

THE VILLAGE OF RYE BROOK, a municipal corporation of the State of New York, having an office and place of business at 938 King Street, Rye Brook, New York 10573,

(hereinafter referred to as the “Village”)

and

THE TOWN OF RYE, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, 3rd Floor, Port Chester, New York 10573,

(hereinafter referred to as the “Town”)

and

THE PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT, a municipal corporation of the State of New York, having an office and place of business at 113 Bowman Avenue, Port Chester, New York 10573,

(hereinafter referred to as the “School District”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, the Westchester County Executive (“County Executive”) and the Westchester County Board of Legislators (“Board of Legislators”) adopted Law #2-2011 known as the Stormwater Management Law (“SML”) to address this issue and to create a Stormwater Advisory Board (“SAB”) to assist county municipalities in dealing with flooding; and

WHEREAS, the SML enables the County to partner with municipalities to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the Village, Town and School District wish to participate in the SML funding program; and

WHEREAS, the Village has submitted an application to the County for financial assistance to address flooding problems within the Village and the Town and School District have agreed to contribute to the cost in accordance with the requirements of Article II, Section 2.0 of this Agreement; and

WHEREAS, a Stormwater Reconnaissance Plan has been prepared by the County Departments of Planning and Public Works and Transportation pursuant to the SML entitled the Stormwater Reconnaissance Plan for Coastal Long Island Sound Watershed (“Reconnaissance Plan”); and

WHEREAS, the Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed dated August 2013 (“the Reconnaissance Plan”) was recommended by the SAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved said Reconnaissance Plan which Plan excerpts are annexed hereto as Schedule “A” and incorporated in this Agreement by reference as if fully set forth herein; and

WHEREAS, the area of flooding for which the Village wishes to participate in the SML funding program is identified in a study or as a flood problem area in said Reconnaissance Plan; and

WHEREAS, pursuant to the SML funding program and in an effort to protect County-owned and/or -managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or stormwater pipes, and County parkland and other municipal and private property, the County desires to contribute to the costs of a flood mitigation and/or flood damage reduction project known as the “Flood Mitigation Study for Avon Circle Area/Rye Ridge Condominium” (the “Project”) in accordance with an Agreement to be entered into between the Village and the County (Phase I Agreement) covering the design and feasibility stage or first stage which Agreement shall be incorporated by reference as if fully set forth herein and agreed to in its entirety by the Town and School District, further described herein, to be undertaken by the Village with cost contributions from the Town and the School District; and

WHEREAS, as set forth in the Flood Mitigation Study proposal submitted by Dolph Rotfeld Engineering, P.C., dated July 14, 2016 and annexed hereto as Schedule “B,” the purpose of the Project is to perform a flood mitigation study to analyze the feasibility of reducing the existing FEMA 100-year flood plain zone and/or providing flood plain storage and stormwater improvements in the vicinity of the Avon Circle development in the Village as well downstream areas including Bowman Avenue and the area in between, west of the Port Chester Middle

School, including both flood mitigation improvements and non-flood mitigation improvements to the athletic fields property at the Port Chester Middle School Property; and

WHEREAS, the Project is comprised of two phases: (1) design and feasibility study phase; and (2) construction phase which is dependent upon the findings resulting from the first phase, and it is anticipated that the County and the Village will enter into an Agreement for Phase I presently, and will enter into an Agreement for Phase II depending upon the results of the studies performed in Phase I; and

WHEREAS, the Phase I is a Type II action pursuant to Section 617.5(c)(18) of the State Environmental Quality Review Act (“SEQRA”) and therefore no further environmental review is required for Phase I; and

WHEREAS, the purpose of this Agreement is to memorialize the commitments of the Village, Town and School District, including those to contribute to the cost of the Project for Phases 1 and 2 of the July 14, 2016 proposal form Dolph Rotfeld Engineering.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the Village, Town and School District, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period of _____ years commencing upon full execution as evidenced by the date on the top of page 1 of this Agreement.

ARTICLE II
TERMS OF PAYMENT AND PARTY REPRESENTATIONS

Section 2.0. The Project is located in the Village and consists of flood mitigation and/or flood damage reduction work as more fully described in the proposal by Dolph Rotfeld Engineering, P.C. annexed hereto as Schedule “A,” and made a part hereof.

Due to the anticipated benefits flowing from the Project to the Village, Town and School District, the Village, Town and School District mutually agree to contribute to the cost of the Project, as set forth herein. Cost allocations and obligations as between the County and the Village are set forth in Article II, Section 2.0 of a separate Agreement between the County and the Village, which is annexed hereto as Schedule “C” and made a part hereof as if fully set forth herein and Article II, Section 2.0 of such Agreement is hereby incorporated by reference herein.

The Village, Town and School District shall be responsible for all costs in relation to the Project that exceed the County’s contribution, as described in Article II, Section 2.0 of the Agreement annexed hereto at Schedule “C,” and such costs shall be payable by the Village, Town and School District in the following proportions: Village 25% (up to \$25,000), Town 12.5% (up to \$12,500), School District 12.5% (up to \$12,500).

The Town and School District agree to make payment to the Village within twenty (20) days of a written request from the Village. In the event the Town or School District fail to make timely payment to the Village, the Village shall reserve the right to bring and maintain an action in a court of competent jurisdiction to enforce the terms of this Agreement. The party failing to make such a payment shall be responsible for the costs, fees and disbursements incurred by the Village in collecting the debt, including the costs and disbursements of such litigation, including its reasonable attorney’s fees.

Section 2.1. The Village shall serve as the Applicant for the purposes of the County Stormwater Management Law Flood Mitigation Project Application, a copy of which is annexed hereto as Schedule “D.”

Section 2.2. The Village, Town and School District each represents, warrants and guarantees that:

- (a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Village,

Town or School District (as applicable) has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Village, Town or School District (as applicable) when so delivered, will constitute the legal, valid and binding obligations of the Village, Town and School District (as applicable) in accordance with their respective terms; and the Village, Town or School District (as applicable) will deliver to the Village at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement;

(b) The person signing this Agreement on behalf of the Village, Town or School District (as applicable) has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Village, Town or School District's (as applicable) governing body, as noted above.

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; The Village, Town and School District acknowledge that each party to this Agreement is acting in reliance on the above representations.

ARTICLE III **INDEMNIFICATION**

Section 3.0. To the fullest extent permitted by law, the Town and School District shall defend, indemnify and hold harmless the Village, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Village in, on about or in furtherance of the Project or any part thereof except for the negligence or willful conduct or omissions by the Village;

(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Village, including without

limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing except for the negligence or willful conduct or omissions by the Village;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Village, a third party under the direction or control of the Village, or any of the Village's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project except for the negligence or willful conduct or omissions by the Village thereof;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Village or any Indemnitee, or property occurring in, on, or about the Project or any part thereof except for negligence or willful conduct or omissions by the Village; or

(e) Breach of Village's Obligation. Any failure or refusal on the part of the Village to perform its obligations pursuant to this Agreement.

(f) Village's Obligations. The Village's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Village's part to be kept, observed, performed or complied with within any applicable grace period.

Section 3.1. In addition to, and not in limitation of the indemnification requirements set forth in Section 3.0 above, the Town and School District agree: (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Village, the Town and School District shall indemnify and hold harmless the Village, its elected officials, officers, employees and agents from and against any and all liability, damage, claim, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out maintenance, operation, security and/or repair of the Project and of this Agreement and of the acts or omissions hereunder by the Town or School District or third parties under the direction or control of the Town or School District; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of maintenance or operation.

This indemnification provision shall survive termination or expiration of this Agreement.

Section 3.2. The Village shall promptly notify the Town and School District in writing of any claims made or any suits instituted against the Village of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 3.3. Obligations of the Town and School District set forth in this Article shall survive the termination or expiration of this Agreement.

ARTICLE IV
INSURANCE

Section 4.1. The Town and School District shall comply with the insurance requirements contained in Schedule "C" of the Phase I Agreement between the Village and the County entitled "Standard Insurance Provisions," attached hereto and made a part hereof as Schedule " ____ ". The Town and School District shall name the Village and the County and their respective officers (elected or otherwise), employees and agents as additional insureds (collectively the "Additional Insureds").

The Town and School District shall require that each such required insurance policy be endorsed to contain the following clauses : (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance ; (b) the clause (other insurance provisions)in any such insurance policy shall not apply to the Additional Insureds or their insurance policies ; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials elected or otherwise), employees and agents) for payment of any premiums or for assessments under any form of policy ; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Town and School District.

ARTICLE V

NOTICES

Section 5.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the Village:

Honorable Paul Rosenberg - Mayor
938 King Street
Rye Brook, New York 10573

with a copy to:

Edward F. Beane, Esq.
Keane & Beane, P.C.
445 Hamilton Avenue, Ste 1500
White Plains, New York 10601

To the Town:

Supervisory Gary Zuckerman
222 Grace Church Street, 3rd Floor
Port Chester, New York 10573

with a copy to:

Paul J. Noto, Esq.
Paul J. Noto PLLC
650 Halstead Avenue, Ste 105
Mamaroneck, New York 10543

To the School District:

with a copy to:

ARTICLE VI
MISCELLANEOUS

Section 6.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the Village is void.

Section 6.1. The Town and School District shall submit documentation to the Village demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations (“SEQR”), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR.

Section 6.2. The failure of the Village to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the Village may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 6.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 6.4. This Agreement and its attachments shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by its Village Town and School District Attorney.

Section 6.5. This Agreement shall not be enforceable until signed by all parties.

Section 6.6. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 6.7. All covenants, stipulations, promises, agreements and obligations of the Village, Town and School District contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Village, Town and School District and not of any elected or appointed member, officer or employee of the Village, Town and School District in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Village, Town and School District or any natural person executing this Agreement.

Section 6.8. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement.

Section 6.9. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 6.10. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 6.11. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

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

VILLAGE OF RYE BROOK

By: _____

TOWN OF RYE

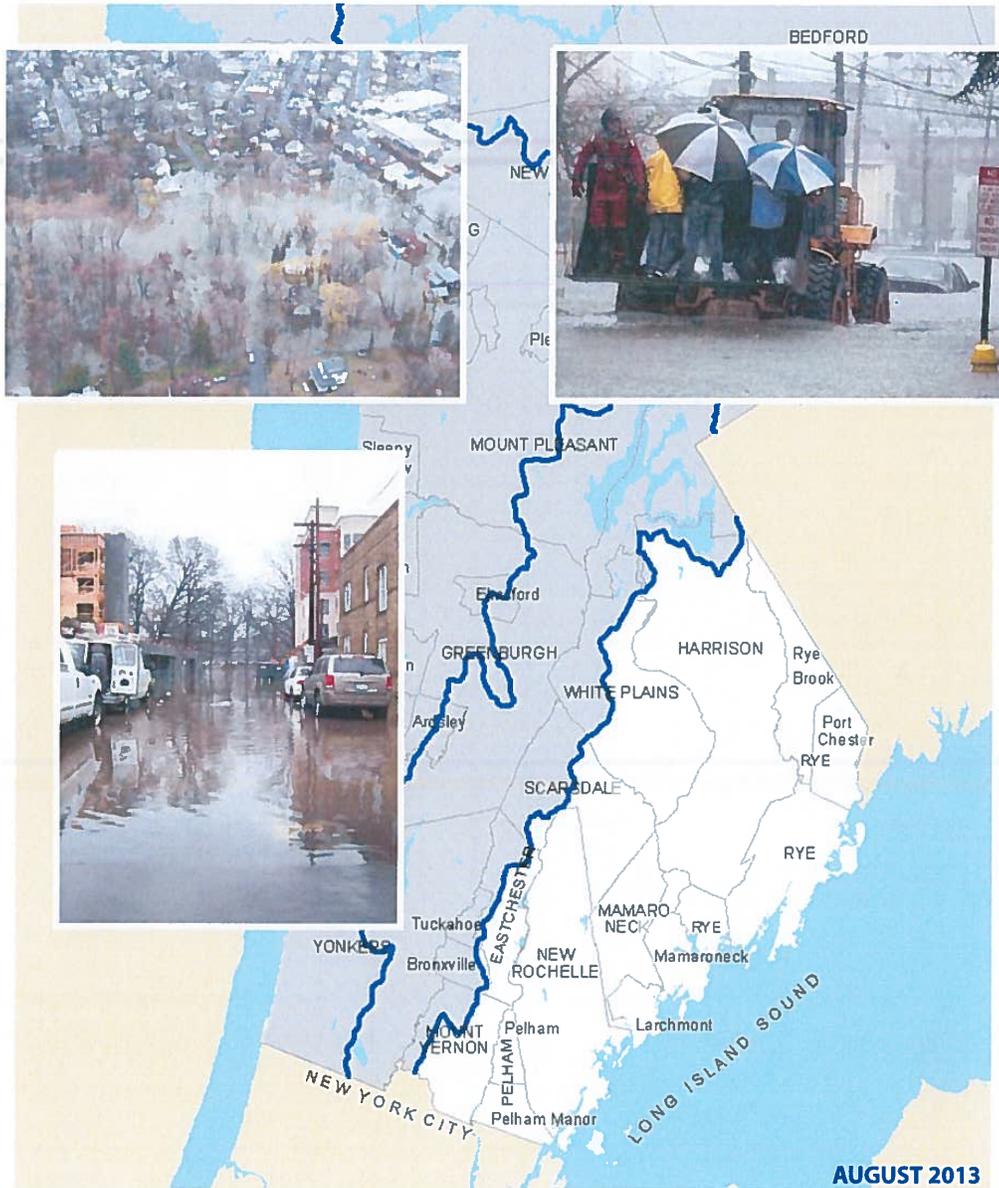
By: _____

**PORT CHESTER-RYE UNION FREE
SCHOOL DISTRICT**

By: _____

Robert P. Astorino, Westchester County Executive
County Board of Legislators

Stormwater Reconnaissance Plan for the Coastal Long Island Sound Watershed Westchester County, New York



DEPARTMENT OF PLANNING
Edward Boroughs, AICP, Commissioner

1

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
Jay T. Pisco, PE, Commissioner

**Stormwater Reconnaissance Plan for the
Coastal Long Island Sound Watershed
Westchester County, New York**

August 2013

Prepared by:
Westchester County Department of Planning
Westchester County Department of Public Works and Transportation

WESTCHESTER COUNTY EXECUTIVE

Robert P. Astorino

WESTCHESTER COUNTY BOARD OF LEGISLATORS

Kenneth Jenkins, Chair

WESTCHESTER COUNTY STORMWATER ADVISORY BOARD

Ex-Officio Members

Edward Buroughs, Chair, Commissioner of Planning
Mary Jane Shimsky, Legislator, 12th District, Board of Legislators

James Caggiano, P.E.

Alfred Gatta

Marc Godick

Sandra Reyes-Guerra

Anthony Landi, P.E.

Donald Marra

William Mascetta

James Palmer

Margaret Slavin

RECONNAISSANCE PLAN STAFF

Department of Planning

Edward Buroughs, AICP, Commissioner of Planning
Patrick Natarelli, Chief Planner
David Kvinge, AICP, RLA, CFM, Director of Environmental Planning
Robert Doscher, PWS, CPESC, Principal Environmental Planner
Paul Gisondo, Associate Planner
Anthony Zaino, RLA, Director of Design

Department of Public Works and Transportation

Jay Pisco, P.E., Commissioner of Public Works and Transportation
Jeffrey Dean, P.E., Assistant Civil Engineer

TABLE OF CONTENTS

EXECUTIVE SUMMARY	5
1. INTRODUCTION	10
2. WATERSHED DESCRIPTION	17
3. PRIOR STUDIES	31
4. FLOOD PROBLEM AREAS	47
5. LOCAL ORDINANCES AND CODES	97
6. FINDINGS	105
7. CRITERIA FOR FLOOD MITIGATION PROJECTS	107
8. RECOMMENDED ACTIONS	111
9. NEXT STEPS	124

APPENDICES

- A: Westchester County Stormwater Management Law
- B: Major Drainage Basins and Table of Municipalities
- C. Municipal Questionnaire and Flood Prone Areas Sample Rating Sheet
- D: Prior Studies Rating Methodology
- E. Letter Concerning FEMA ABFE Maps

EXECUTIVE SUMMARY

WESTCHESTER COUNTY STORMWATER MANAGEMENT LAW

The Westchester County Stormwater Management Law was adopted to address flooding problems, a situation of regional concern impacting every municipality in the county, by prioritizing projects to be funded through a partnership of local municipalities and the County.

Flooding tends to be intermunicipal in nature, and the Stormwater Management Law recognizes this and encourages municipalities to work together on solutions. To ensure the most appropriate approach and encourage the most effective use of limited resources, the law requires the Commissioner of Planning, in consultation with the Commissioner of Public Works and Transportation, to prepare reconnaissance plans with the cooperation of local municipalities, locally appointed watershed advisory boards and the County Stormwater Advisory Board appointed by the County Executive and Board of Legislators.

This reconnaissance plan is presented for the Coastal Long Island Sound watershed, running generally north to south down the center of the lower half of the county. The area is suburban in character with a moderate level of impervious surfaces associated with development. There is a wide variety of flooding problems within the watershed, most notably along Long Island Sound and its direct tributaries itself and smaller tributaries to the river, involving significant repetitive property damage and road closures.

PURPOSE OF THE RECONNAISSANCE PLAN:

The County Stormwater Management Law specifies that the reconnaissance plans compile and evaluate existing information about flood problem areas, provide a list of prioritized projects based on previous engineering studies or designs to be considered for funding, and present other recommendations for action. Reconnaissance plans do not represent a detailed, watershed-wide analysis with up-to-date hydrologic and hydraulic data and studies. Nor do they address the full range of natural or man-made disasters. Rather, they are evaluations of available information intended primarily to provide recommendations for physical projects and other actions to address flooding in each of Westchester's major drainage basins. The plans do discuss flooding problems and solutions in the context of the watershed; however, they do not provide a comprehensive analysis of the watershed and cannot be characterized as a flood mitigation study.

Local municipalities played a key role in the data collection for the reconnaissance plan. Previously completed studies related to municipal flooding were provided to the County reconnaissance plan team. Maps of each municipality were prepared and sent to the respective municipality accompanied by a questionnaire to be completed for each flood problem area identified by the municipality. This information was returned to the County reconnaissance team for review, evaluation and ranking.

In order for a proposed project to be considered for funding, it must meet the objectives of the Stormwater Management Law for design efficacy and cost efficiency. Designs must consider a variety of alternatives and ensure there will be no negative off-site impacts. Projects must also be combined with efforts to reduce the volume of stormwater runoff generated throughout the watershed. Municipalities must demonstrate effective efforts to reduce stormwater runoff from new development and redevelopment and reduce flood risk.

RECONNAISSANCE PLAN HIGHLIGHTS:

The review and evaluation of previous studies and any recommended projects in them as well as the identified flood prone areas illuminated three critical findings:

Many of the previous studies about flooding in the watershed lacked sufficient information concerning any recommendations to be considered for funding to further these recommendations at this time;

Recommendations made in reports by the Long Island Sound Watershed Advisory Committees 3, 4 and 5 in 1998, 2001 and 1997, respectively, though originally focused on addressing polluted stormwater runoff control to improve water quality, should be re-considered for stormwater management to achieve flood mitigation;

There is a need for some data, such as field-derived hydrological/hydraulic information from stream gauges; and

There is a need for updated water quantity (flood) analyses for much of the coastal Long Island Sound watershed.

Flood Area Ratings and Flood Project Scores:

Two types of evaluations were conducted in the Reconnaissance Plan: Flood Problem Area Ratings and Flood Project Scores. Flood problem area ratings were based on the information submitted by the local municipality on their questionnaire and are used to compare the extent and impact of flooding at each location. Categories of flood impacts such as to homes, businesses, roadways or infrastructure were included in the formula used to evaluate flood problem areas. Emphasis was placed on problem areas that included potential impacts to public health and safety or potential damage to property and infrastructure. Flood problem areas were then either ranked low, medium or high based on the results of the analysis. It is important to note that while impacts that did not involve threats to public health or damage to property, such as temporary road closures, may have resulted in a lower ranking, those problem areas are included in the plan and eligible for further study and funding. Projects may be proposed by local municipalities regardless of their ranking. The ranking serves as a guide in the event of multiple proposals or limited resources.

Flood project scores were based on the information provided in the studies that address flooding, typically conducted by or for a municipality or, in some cases, by a group of residents. Flood project scores assess flood impacts, proposed improvements, benefits, potential impacts to other properties and the costs associated with them.

In many instances the flood studies did not provide the needed information to evaluate the extent of flooding that would be alleviated, the associated impacts to the municipality or the potential impacts up or downstream from the proposed improvement project.

Many of the Previous Studies Lack Sufficient Information:

Many of the areas of significant flooding have been studied, in some instances for many decades. However, the bulk of the studies are narrowly focused on site-specific solutions or geographic areas and do not include the types of comprehensive analysis to demonstrate solutions that meet the multiple goals described above. Most studies do not include an analysis of off-site impacts or the degree to which the proposed solution may benefit additional flood problem areas. In some instances, cost estimates or a quantification of project benefits were not included. Specific deficiencies for the existing studies are noted in this report. This, along with the lack of available detailed baseline data for the watershed, highlights the need for more comprehensive analysis to develop a list of potential projects for funding consistent with the law. While high priority flood problem areas were identified, many potential projects that may have been proposed were not adequately described in order to fully evaluate them.

Need for More Current Baseline Data:

One of the important lessons learned from the collection and review of previous studies and data on flood prone areas is that there is a lack of comprehensive and consistent baseline data of the county's storm events and associated flooding. Data such as stream flow and detailed weather data, particularly rainfall intensity, are essential to improving our understanding of how streams respond to various types of precipitation events and changing weather patterns, with storms of increasing intensity and frequency. This data would be used in computer models to more accurately predict the effectiveness of potential projects. In addition, more detailed data on the actual limits and impacts of flood events would also provide valuable information. Stream gauges installed by the County and others decades ago have long been defunct or abandoned. Federal and state agencies are also interested in reactivating these gauges and installing supplemental gauges such as tide gauges to gather needed data. Similarly, weather data for the variety of areas within Westchester, particularly for rainfall intensity, is difficult to locate and compile, and studies often use weather data from regional airports in Westchester, Long Island and Connecticut. A network of existing and new weather stations will provide much needed accurate data about precipitation events, which can be used over time to better predict flood events. Additionally, information from local municipalities and emergency responders on road closures, evacuations, and flood damage is essential to better understand watershed response to storms, assess vulnerability and estimate recovery costs.

Need for Analysis of the Entire Watershed:

While many studies have been conducted on flood problem areas throughout the watershed or on specific potential solutions to flooding problems, the studies do not provide adequate information to evaluate potential impacts to other areas within the watershed. Watershed modeling software is available and has been used in other watersheds in the county to evaluate various scenarios for both flood reduction and water quality improvement. With the additional baseline data collected as recommended above, watershed analyses should be performed to evaluate in a more comprehensive manner potential solutions for the identified flood problem areas. The County is well suited to conduct such analyses, the results of which can better inform land use and flood reduction decisions at all levels of government and allow analysis of costs and benefits of proposed solutions.

Project Funding Considerations:

The Stormwater Management Law strongly encourages intermunicipal cooperation and collaboration. The law requires that reconnaissance plans “identify local municipalities interested in executing Intermunicipal Agreements (IMAs) with the County” as well as recommend terms and conditions of the IMAs. Municipalities interested in participating in the funding program created by the Stormwater Management Law may demonstrate such an interest through the submission of a letter from the Chief Elected Official and municipal resolution from the governing body. Such documents must describe a willingness to work with other municipalities in the watershed as well as the County and must also express a willingness to implement the recommendations included in the reconnaissance plan. Participation in a watershed organization memorialized by an intermunicipal agreement among watershed municipalities is an excellent way to demonstrate a municipality’s level of commitment to working collaboratively. Municipalities may also find cost efficiencies when working together as a group to address the recommendations included in this plan.

Projects for flood mitigation must achieve the objectives described in the Conclusions section of this report. In addition, in order for the County to participate with local municipalities in funding projects to mitigate flooding, the following must be satisfied prior to submission of a request for bonding. If a municipality has a concern with one or more of these issues, they should consult with County staff prior to making a formal request. It may be possible to fund portions of projects that do comply with these requirements, while excluding County funding reimbursement for other portions of the project.

Maximum of 50 percent of eligible costs. In no case can the County reimburse the municipality for costs exceeding 50 percent of the value of eligible costs as determined by the County. A detailed scope of work, identifying eligible and, if appropriate, non-eligible expenses will be prepared and become part of the intermunicipal agreement between the County and municipality. Any significant change in project scope may require Board of Legislators approval.

Ownership interest. The County requires an interest in any property (through an easement or lease) for which bonded funding will be used. The interest must ensure that the improvements made will remain in place and functional in accordance with the intended design. The County must also have the authority to inspect, maintain and correct any changes made to any such improvements. While the intermunicipal agreement may assign one or more of these responsibilities to the municipality, any agreement with a property owner must ensure these rights for at least the life of any County bonds issued to fund the project.

Municipal efforts to better manage stormwater runoff. The municipality must demonstrate efforts to address each of the municipal recommendations included in the reconnaissance plan. With few easily implemented practical opportunities to eliminate flooding problems, comprehensive efforts must include measures to reduce stormwater runoff generated from sites throughout the entire watershed. Many of these sound stormwater management practices are noted in reports by Watershed Advisory Committees 3, 4 and 5, <http://planning.westchestergov.com/long-island-sound>.

Partnership with State and Federal Agencies

In the past, municipalities and the County have worked with the United States Army Corps of Engineers (USACE) and the New York State Department of Environmental Conservation (DEC) in studying flooding in various parts of the county, particularly for large areas of flooding requiring large scale projects. A primary benefit of this partnership is the state and federal programs to fund the majority of the costs of such projects. However, there can be issues when working with federal and state agencies such as the time needed to complete the requisite studies, and there is increased competition for the decreasing amount of available funding. Plan development and review procedures are rigid and projects that are not initially developed and designed through the approval process of a federal or state agency may not be eligible for federal or state financial assistance.

Partnerships with other agencies such as the Federal Emergency Management Agency (FEMA) and New York State Office of Emergency Management (NYSOEM) should also be pursued as these agencies are excellent resources for information and technical advice and also offer grant programs that can be used to implement many of the recommendations included in this report. Other federal agencies such as the Natural Resources Conservation Service (NRCS) and Fish and Wildlife Service (USFWS) have provided technical advice and may be conduits for federal funding.

1. INTRODUCTION

This reconnaissance plan presents a compilation of existing available data, studies and reports combined with research by County staff and information provided by municipal officials concerning flooding within the Coastal Long Island Sound Watershed (refer to the Major Drainage Basin map included in Appendix B). What is contained in this report is not new or surprising to those familiar with the extent of flooding in Westchester County. What does become clear is that the solutions to reduce or eliminate flooding are complex and very often require intermunicipal and private property owner cooperation. While the results did not uncover any single solution to flooding, the information that was ascertained will prove useful in prioritizing areas subject to flooding and in efforts to develop practical and feasible strategies to address flooding and its impacts.

The Coastal Long Island Sound Watershed, like all of the watersheds in the lower portion of the county, is moderately developed with a large amount of impervious surfaces. Floodplains and wetlands have been filled over the decades, decreasing the amount of available floodplain storage. This combination of increased areas of imperviousness, loss of flood storage, piped storm sewer systems and channel modifications have resulted in watersheds that respond to storms more quickly, resulting in more flooding and increased risk to property and safety. Increases in the frequency of high intensity storms only make matters worse. Home rule control places land use control and, consequently, the responsibility of managing that risk with Westchester's municipalities. However, flooding problems are regional in nature, requiring a significant amount of intermunicipal collaboration.

Almost all of the watershed municipalities have identified at least some areas of flooding. Engineering studies have been conducted over the years for many of those areas. A review of those studies, conducted as part of preparation of this report, found that they are general in nature and do not adequately detail projects that can be moved forward for design. Additional analysis is required to identify and prepare conceptual plans for specific projects, evaluate the costs and benefits of those projects and ensure that they do not create or exacerbate flooding elsewhere. A summary and evaluation of the studies along with detailed discussion of problems and potential solutions (or lack thereof) is included in the Summaries and Maps of Prior Studies Chapter of this report.

The reconnaissance plan municipal questionnaire and survey that were used in this report were created to collect and compile information from municipal officials and staff on the flood problem areas of greatest concern and on any potential projects or solutions to consider for funding. The information that was received is useful in characterizing flooding within local municipalities and the damage associated with it. A description, evaluation and prioritization of flooding areas identified by the municipalities are provided in the Flood Prone Areas Description and Maps Chapter of this report.

The research and review conducted for the reconnaissance plan did highlight a rather significant issue while continuing to move forward with project design and implementation—the need for more accurate information concerning stream flow and weather events. Currently, data for stream flow are lacking. Stream gauges installed by the County and others decades ago are long defunct or abandoned. Many studies of weather patterns utilize weather data provided by the Westchester County Airport or a National Oceanic and Atmospheric Administration (NOAA) weather station in Bridgeport, CT. While there are many weather stations throughout the county, the data are not compiled and made available in a meaningful way. The installation of stream gauges and the systematic collection of data on rainfall events (in particular intensity) are needed to provide more accurate information on weather patterns and how streams respond to these rainfall events. This will not only be useful in planning and engineering flood prevention projects but can also be used to better predict and warn residents and businesses, thus reducing costs associated with emergency response.

Purpose of this Report

In 2011, Westchester County adopted the Westchester County Stormwater Management Law (added as Article III-A of the County Code by Local Law 5-2011). The County determined that the local municipalities within the county should not be solely responsible for stormwater management with respect to flooding and that the County should cooperate with local municipalities as well as the governments of the United States, the State of New York and the adjoining states, counties and other localities for the purpose of managing stormwater to address flooding. It is also in the best interest of county residents for the County to create incentives for local municipalities to work cooperatively with each other and with the County on a watershed basis and to establish partnerships for the preparation of watershed-wide reconnaissance plans (Westchester is divided into six major drainage basins, also referred to as watersheds as described in Appendix B). When economically feasible, the County could consider providing financial assistance to local municipalities who cooperate with the County for approved stormwater management projects that are contained in the reconnaissance plans which are developed by the County with the assistance and cooperation of local municipalities and meet established criteria.

Stormwater Management Law

The Westchester County Stormwater Management Law requires that the Commissioner of Planning, working with other County departments, local municipalities, and others, prepare a reconnaissance plan for each of Westchester's six major drainage basins. The law calls for creation of a County Stormwater Advisory Board and recommends creation of basin-wide advisory boards to assist in the development of the reconnaissance plans. The law specifies that the reconnaissance plans include a comprehensive map and description of the watershed, depicting streams, water bodies, stormwater infrastructure, areas of flooding problems, and the locations of potential flood remediation projects. The reconnaissance plans are intended to

provide a list of recommended projects for Phase I (design) and Phase II (construction) funding. The Law also requires the Commissioner of Planning to prepare semi-annual reports on the status of the reconnaissance plans and any current or proposed stormwater projects. The Stormwater Management Law is included as Appendix A of this report. A map of the major drainage basins and list of municipalities with land within each basin is provided as Appendix B.

Please note that the terms “watershed” and “drainage basin” are used interchangeably throughout this report. In addition, the term “stormwater” is used as a single word for consistency and follows the USEPA Communications Stylebook.

County Stormwater Advisory Board

During 2011, the County Executive and the County Board of Legislators each appointed five members to the County Stormwater Advisory Board (SAB). Members of the SAB are from a broad geographic representation of the county and have specific professional training, familiarity with county and municipal government, or experience and involvement in stormwater management. The SAB includes two non-voting ex-officio members, a county legislator and the Commissioner of Planning. The Commissioner of Planning serves as Chair. The Stormwater Advisory Board is charged with providing advice to the Commissioner of Planning, the Commissioner of Public Works and Transportation, the County Executive, and the County Board of Legislators in matters relating to stormwater management. The law also calls on the SAB to perform and exercise such other and related duties required by the Commissioner of Planning, the Commissioner of Public Works and Transportation, the County Executive, and the County Board of Legislators as needed.

The Board provides valuable insight and recommendations, and it has been actively involved in the review and approval of the process being followed and materials being developed in connection with the drafting of the reconnaissance plan and outreach efforts to Westchester municipalities.

Basin-wide Watershed Advisory Boards

While not a requirement, the law emphasizes the importance of watershed-wide intermunicipal collaboration and strongly encourages the formation of basin-wide watershed advisory boards for each of the major drainage basins. The law suggests that the members of such advisory boards be appointed by the chief elected official of each local municipality with land within the watershed. Inter-municipal agreements can be used to document the commitment of members to work together collaboratively. Existing watershed-wide organizations, such as the Long Island Sound Watershed Intermunicipal Council (LISWIC) and the Northern Westchester Watershed Committee (NWWC) may be used rather than forming a specific body for this task. Basin-wide advisory boards are charged with advising the Commissioner of Planning in the preparation of the reconnaissance plans and making watershed-wide recommendations of stormwater management problems and projects.

County staff have attended and made presentations to the Long Island Sound Watershed Intermunicipal Council (LISWIC).

All Westchester municipalities were informed of the Stormwater Management Law, including requirements and stipulations in the law, the reconnaissance planning process, available data, current outreach efforts, and other County projects and efforts. Information packets, including maps and questionnaires to document areas of significant flooding problems, were sent to the municipalities in all the county watersheds.

Reconnaissance Plan Contents

The Stormwater Management Law requires that the reconnaissance plans address certain specific items. The plans utilize existing data to avoid lengthy data collection efforts and to be completed as quickly as possible. The Coastal Long Island Sound Watershed Reconnaissance Plan is generally organized as follows in compliance with the requirements of the Stormwater Management Law.

Watershed Characteristics. A description of the watershed based on existing available data.

Prior Studies. An overview of prior studies and other information concerning flooding in the watershed. This review focused on more current studies conducted within the past ten years because it was found that many prior studies proposed projects that were not deemed feasible, did not provide adequate information or did not meet current standards or the goals of the Stormwater Management Law. Studies older than approximately ten years were cursorily reviewed and not evaluated in detail.

Flood Problems. Identification of areas subject to flooding and flood damage, based primarily on completed maps and questionnaires received from local municipalities.

Potential Flood Damage Reduction Projects. Description of projects to reduce flooding and flood damage. In areas where no specific projects are identified, recommendations for additional engineering analysis are described.

Intermunicipal Agreement (IMA). A sample intermunicipal agreement to be entered into for local municipal participation. When a significant number of projects are identified for Phase I (planning and design) and/or Phase II (construction) funding, a sample IMA will be developed, specifying details of the project as well as requirements to ensure intermunicipal cooperation and the implementation of non-structural efforts to reduce flooding and flood damage.

Analysis of Codes and Ordinances. A general analysis of local codes and ordinances concerning impacts to floodplains and management of flood waters and stormwater runoff.

Recommendations. A prioritization of projects, with estimates of costs and benefits, documentation of local municipal interest in the project, and steps to take to move projects forward.

Local Municipal Data and Outreach

One of the critical components of the reconnaissance plans is input from local municipalities concerning the areas of most severe flooding and potential solutions to flooding problems.

Westchester County used its extensive GIS capabilities and data layers as part of the preparation of the reconnaissance plan. The County's GIS was used to make working maps for each municipality depicting the drainage basin boundaries, roads, streets, parking areas, topography, wetlands, watercourses, water bodies and FEMA-designated special flood hazard areas. The working maps were used by local municipalities to document the areas of most significant flooding. Once the maps were returned to the County, the areas highlighted by the local municipalities were brought into the GIS and an analysis and description were performed for each identified flood area.

In conjunction with the maps, the departments of Planning and Public Works and Transportation (DPWT) developed a questionnaire that was used to collect information about each flood area. The maps and questionnaire were reviewed with the SAB before sending to the municipalities. To date, maps and questionnaires have been returned by 14 of the 15 municipalities of the Coastal Long Island Sound watershed. The sample questionnaire and rating sheet are included in Appendix C. This information assisted in the evaluation and ranking of flood problem areas and potential solutions from local municipal officials.

Simultaneously, County staff compiled existing data and information for each municipality. The County Department of Planning has on file copies of local ordinances and codes, studies and reports and maps and information. A list of available data and studies was compiled by staff and is included in a spreadsheet in this plan. Copies of the spreadsheet were given to each municipality as part of the outreach packet for the municipality to review and update as necessary. Staff reviewed and prepared executive summaries for each of the reports on the list (only reports less than ten years old are included). The executive summaries of those reports and studies are included in this plan.

Evaluation Criteria and Additional Data

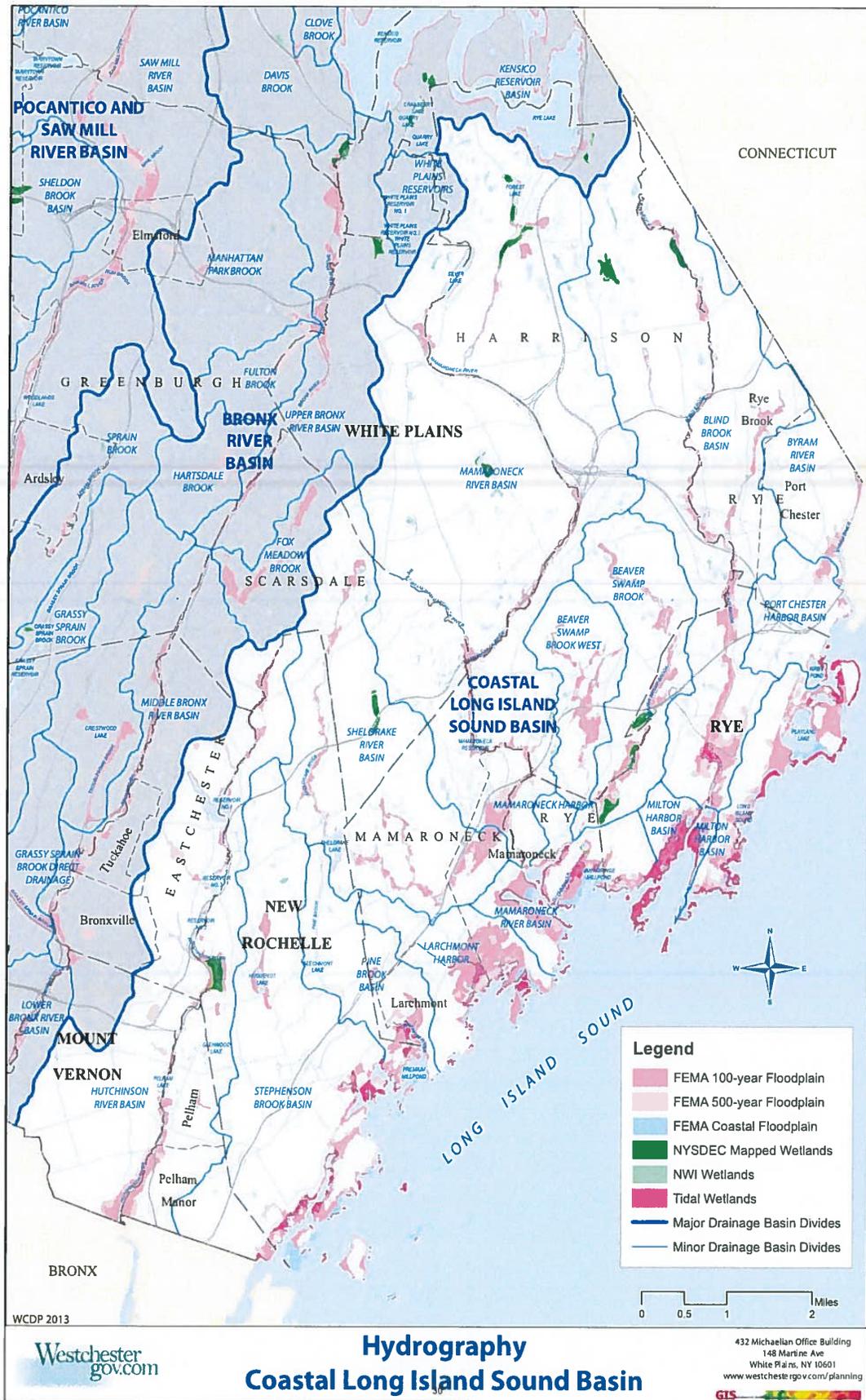
Additional data were also collected from various sources including other County departments and state and federal agencies. These data were also used in addition to the data collected from municipalities to evaluate problem areas and potential projects.

Planning and DPWT staff developed goals and evaluation criteria for flood mitigation projects, with input from the SAB. These goals include the functional effectiveness of the project, a high benefit to cost ratio, the project's ability to not create or exacerbate flooding problems off-site,

and the overall costs of the project. These criteria were applied to the information supplied by the municipalities on each questionnaire and map in an effort to objectively evaluate the individual flood areas and proposed projects identified in prior studies. The results of the analysis determined that more engineering study is required for the proposed flood mitigation projects to demonstrate that they meet the criteria. Flood problem areas were categorized High, Medium or Low priority rather than the numeric values resulting from the criteria evaluation.

Recommendations

In addition to the evaluation and ranking of projects identified in prior studies and the flood problem areas identified by local municipalities, the reconnaissance plan includes a number of general recommendations for municipalities and the County to address flooding. Such recommendations include stricter development standards to reduce the volume of stormwater generated from development, using zoning to redirect development from flood prone areas, and protection of floodplains and natural resources that store floodwaters. In addition to the general recommendations, the reconnaissance plan provides next steps for both local municipalities and the County to take towards implementation of the plan.



MUNICIPALLY IDENTIFIED FLOOD PROBLEM AREAS
VILLAGE OF RYE BROOK
COASTAL LONG ISLAND SOUND STUDY AREA

Map Area ID: RYB-1

Municipality: RYE BROOK

General Location: Intersection of Rockinghorse Trail and Country Ridge Drive

Nearest Watercourse or Water Body: Blind Brook

Associated Study/Report: None

Evaluation Score (Low, Medium, High): Low

General Description of Flooding: According to the respondent, "A tributary brook feeding Blind Brook bordering the rear yards of properties located at Country Ridge Drive elevated to approximately five to six feet and overtook the surrounding topography causing uncontrolled flow over the adjacent property owners' rear and front yards and flooding the intersection of Rockinghorse Trail and Country Club Drive. Numerous basements have been flooded, rear yards have been damaged, patio furniture washed away and debris deposited on these properties. The roadway is submerged under approximately 12 inches of water and is impassable during such events. Because roadway is flooded, storm drains cannot handle any rainfall, therefore water flows down driveways. This brook flows as an open channel but then is piped under Rockinghorse Trail, where it daylightes again on the other side of the road in the rear of a residential property." The approximate depth of flooding is 8 to 10 inches lasting approximately four to six hours after a storm event. The respondent stated three residential units experience repetitive damage from flooding. The impacted area is not within a designated flood zone.

Map Area ID: RYB-2

Municipality: RYE BROOK

General Location: Rockridge Drive, Concord Place, Acker Drive, Woodland Drive, Loch Lane, Beechwood Boulevard

Nearest Watercourse or Water Body: East Branch of Blind Brook

Associated Study/Report: Stormwater Analysis of Blind Brook East Branch, by Dolph Rotfeld Engineering, for Village of Rye Brook, November 2002

Evaluation Score (Low, Medium, High): Medium

General Description of Flooding: According to the respondent, "A tributary brook feeding (the East Branch of) Blind Brook bordering the rear yards of properties located at Loch Lane elevates approximately three to five feet and overtakes the surrounding topography causing uncontrolled flow over the roadway and floods" area encompassing the circle where Loch Lane, Beechwood Boulevard, Woodland Drive, Edgewood Drive and Hillandale Road intersect. A county-owned sewer pipe surcharges during a two-inch or greater storm, according to the respondent. Flooding is partially centered around a small pond at 17 Loch Lane. This area is within a 100-year flood zone. The respondent further states that nearby "Rich Manor Park acts as a retention basin and floods, water spills into properties at Rock Ridge Drive and impacts the garages, driveways and basements." Two 6-inch-diameter culverts carrying the East Branch of Blind Brook at Acker Drive, immediately south of Rich Manor Park, are "overwhelmed and water overtakes the road. Approximately two feet of water floods the road and cuts off approximately 18 single-family residences from emergency services." Woodland Drive rear yards also flood and, the respondent

said one property basement flooded three times in 2011 due to “overwhelming” street runoff, overtaken storm drains and rear yard flooding. This area also is within a 100-year flood zone. In total, the respondent said 11 residential units have been damaged by flooding with six to eight of these repetitively. The approximate depth of flooding is eight to 10 inches at Beechwood Circle and two to three feet at Rich Manor Park. Inundation usually lasts six to 12 hours.

Map Area ID: RYB-3

Municipality: RYE BROOK

General Location: Avon Circle (Rye Ridge Condominiums)

Nearest Watercourse or Water Body: East Branch of Blind Brook

Associated Study/Report: None

Evaluation Score (Low, Medium, High): High

General Description of Flooding: According to the respondent, “Avon Circle is at a bottleneck of the East Branch of Blind Brook, which borders the rear yards of (the Rye Ridge Condominiums). The (brook) crossing under Westchester Avenue restricts flow and moderate to severe storms” generate inundation in this area to depths of a “few feet” to 10 feet”. Inundation floods basements and, in some case, to the first floors of residential units. Debris is commonly contained in the flood waters. The brook “elevates approximately three to 10 feet and overtakes the surrounding properties.” The respondent said the first floors of some units are only a “few feet” above grade, although the area is in a designated 100-year flood zone. Approximately 85 residential units have been repetitively damaged by flooding. In addition, building utilities, such as heating, electrical and telephone systems, are “routinely” damaged, according to the respondent.

Map Area ID: RYB-4

Municipality: RYE BROOK

General Location: Brook Lane

Nearest Watercourse or Water Body: Blind Brook

Associated Study/Report: None

Evaluation Score (Low, Medium, High): Low

General Description of Flooding: According to the respondent, Brook Lane and four to six single-family residences along it have experienced repetitive flooding from Blind Brook. The respondent said that during extraordinarily severe storms the brook’s water level rises eight to 10 feet. The brook is lined with a rock retaining wall. It “surcharges through people’s rear yards,” the respondent said, and the entire area is generally flat. The residences are on concrete slabs with no basements. The road gets flooded and is impassable during several storms. The respondent said that “street drains empty in the brook and are useless once head pressure in the brook prohibits drainage, so the road starts to flood.” Flood water depths on the road and elsewhere reach up to three feet during severe storms and lasts six to 12 hours. The area is in a designated 100-year flood zone.

Map Area ID: RYB-5

Municipality: RYE BROOK

General Location: Wyman Street and Brookridge Court

Nearest Watercourse or Water Body: Blind Brook

Associated Study/Report: None

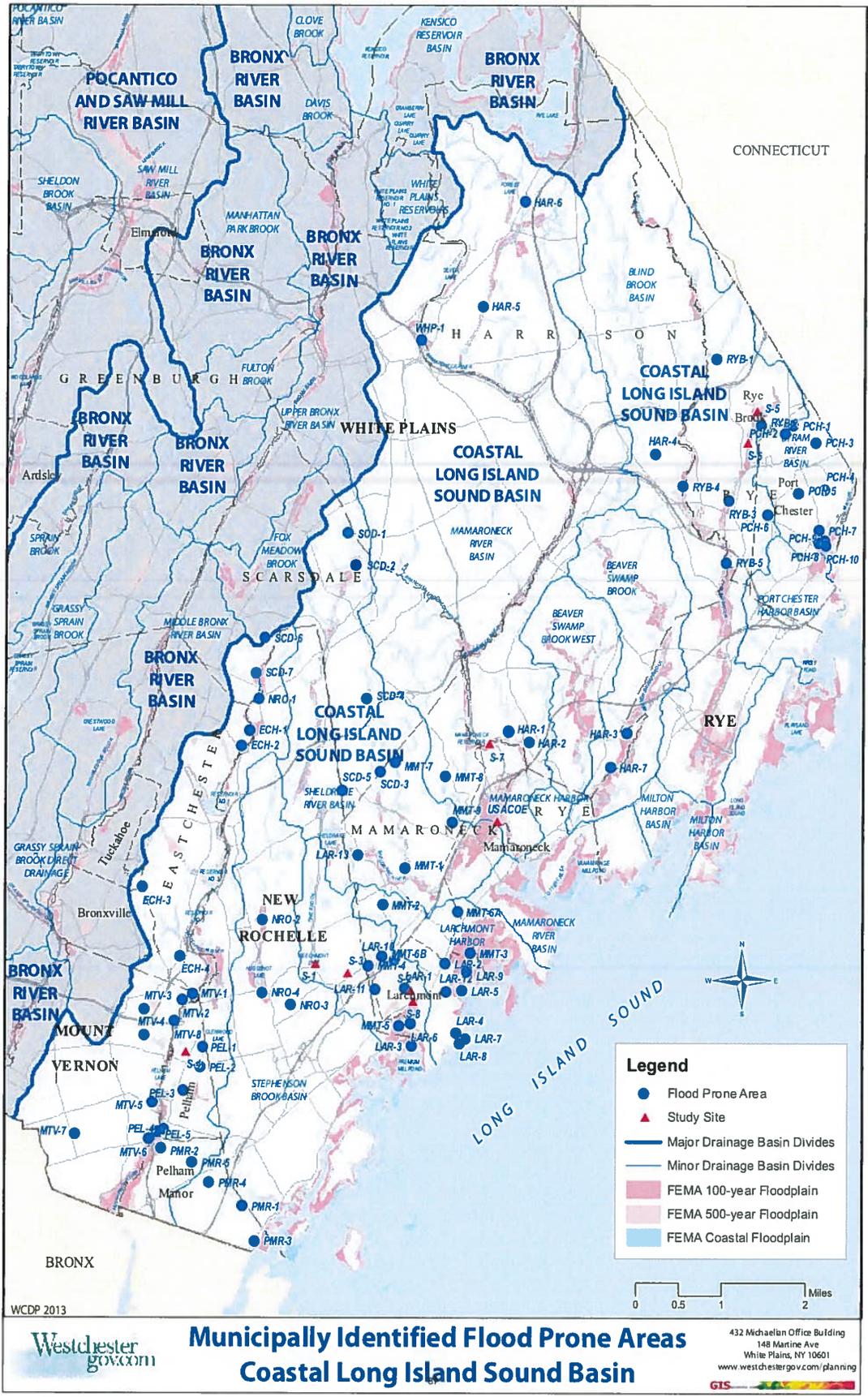
Associated Study/Report: None

Evaluation Score (Low, Medium, High): Low

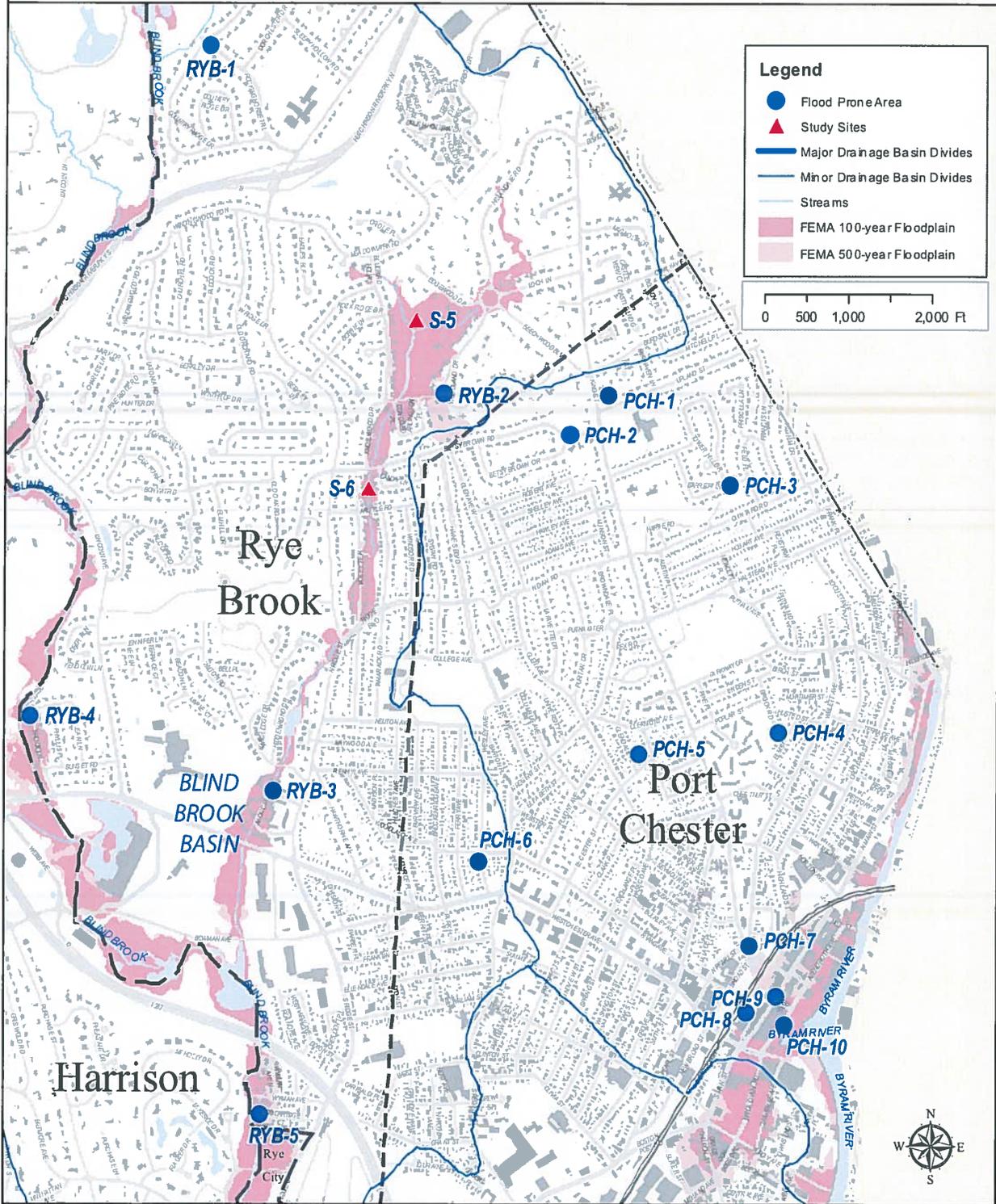
General Description of Flooding: Blind Brook overtakes the rock wall-lined banks of the river and jumps the channel walls as well as seeps through drain openings at the end of Wyman Street. This area also is subjected to tidal influences. The brook elevation rises three to five feet during severe storms and then spills onto the road. When head pressure in the brook prohibits drainage from the road infrastructure, the drains become “useless” and road impassable, according to the respondent. Once the road starts to flood, some properties along it also experience flooding. Wyman Street gets “repeated” flooding from Blind Brook (seven or eight times over the past decade and following storms with greater than 2.5 inches of rainfall), according to the respondent. The yards of approximately four to six single-family residences, which have basements, experience flooding during severe storms. Besides the road becoming impassable, asphalt in the road and driveways is sometimes damaged and debris is deposited in the yards and water damage occurs in garages. During the most severe storms, the first floors of some homes might be “compromised,” according to the respondent. No basement flooding was reported. The area is in a designated 100-year flood zone.

Municipality	Site	Site Description	Rating
Mount Vernon	MTV-3	Stuyvesant Plaza	Low*
Mount Vernon	MTV-4	Hanover Place	Low*
Mount Vernon	MTV-5	Farrell Avenue	Low*
Mount Vernon	MTV-6	East Sandford Boulevard	Low*
Mount Vernon	MTV-7	South Third Avenue	Low*
Mount Vernon	MTV-8	Hutchinson Boulevard (South End)	Low*
New Rochelle	NRO-1	Grand Boulevard, Primrose Avenue, Charlotte Lane, Sprague Road	High
New Rochelle	NRO-2	Valley Road	Low
New Rochelle	NRO-3	Brookside Place and Brookdale Avenue	High
New Rochelle	NRO-4	White Oak Street	Medium
Pelham	PEL-1	6 th Street from 4 th Avenue to 8 th Avenue	High
Pelham	PEL-2	Highbrook Avenue from Harmon Avenue to Boulevard and Vicinity	High
Pelham	PEL-3	4 th Avenue from 2 nd Street to Pelhamwood Avenue	Medium
Pelham	PEL-4	Marquand Place from Wolfs Lane to Dead End at Hutchinson River Parkway	Low
Pelham	PEL-5	Colonial Avenue from Wolfs Lane to Hutchinson River Parkway and Vicinity	Medium
Pelham Manor	PMR-1	Mount Tom Road and Pelham Country Club	Low
Pelham Manor	PMR-2	Wolfs Lane and Iden Avenue	Low
Pelham Manor	PMR-3	Shore Road and Shoreview Circle	Low
Pelham Manor	PMR-4	Pelham Country Club	Low
Pelham Manor	PMR-5	Highbrook Avenue and Randall Place	Low
Port Chester	PCH-1	Upland Street and King Street	Low
Port Chester	PCH-10	Abendroth Avenue	Low
Port Chester	PCH-2	Betsy Brown Road	Low
Port Chester	PCH-3	Barrett Lane	Low
Port Chester	PCH-4	Brook Road	Low
Port Chester	PCH-5	Glendale Place	Low
Port Chester	PCH-6	Wesley Avenue and Irving Avenue	Low
Port Chester	PCH-7	Willett Avenue and Marvin Place	Low
Port Chester	PCH-8	Lower King Street	Medium
Port Chester	PCH-9	North Main Street and Westchester Avenue to Willett Avenue	High
Rye Brook	RYB-1	Intersection of Rockinghorse Trail and Country Ridge Drive	Low
Rye Brook	RYB-2	Rockridge Drive, Concord Place, Acker Drive, Woodland Drive, Loch Lane, Beechwood Boulevard	Medium
Rye Brook	RYB-3	Avon Circle (Rye Ridge Condominiums)	High
Rye Brook	RYB-4	Brook Lane	Low
Rye Brook	RYB-5	Wyman Street and Brookridge Court	Low
Scarsdale	SCD-1	North of Fenway Country Club and Golf Course	Low
Scarsdale	SCD-2	South of Fenway Country Club and Golf Course	High
Scarsdale	SCD-3	Griffen Avenue and Normandy Lane	Low
Scarsdale	SCD-4	Crossway Field	Low

Municipality	Site	Site Description	Rating
Harrison	HAR-3	Oakland Avenue from Metro-North Commuter Railroad New Haven Line to City of Rye Boundary	High
Harrison	HAR-7	Osborne Road to Harrison Avenue and Haviland Road to Sterling Avenue	High
Larchmont	LAR-1	Pine Brook Drive and Kilmer Road	High
Mamaroneck Town	MMT-1	Fenimore Road, York Road, Valley Stream Road, Brookside Drive, Bonnie Way, Lakeside Drive, North Brook Road, Orchard Road, Sheldrake Avenue, Little Farms Road, Stoneyside Drive, East Garden Road, West Garden Road, Fernwood Road, Forest Avenue, Winding Brook Drive, and Weaver Street	High
New Rochelle	NRO-1	Grand Boulevard, Primrose Avenue, Charlotte Lane, Sprague Road	High
New Rochelle	NRO-3	Brookside Place and Brookdale Avenue	High
Pelham	PEL-1	6 th Street from 4 th Avenue to 8 th Avenue	High
Pelham	PEL-2	Highbrook Avenue from Harmon Avenue to Boulevard and Vicinity	High
Port Chester	PCH-9	North Main Street and Westchester Avenue to Willett Avenue	High
Rye Brook	RYB-3	Avon Circle (Rye Ridge Condominiums)	High
Scarsdale	SCD-2	South of Fenway Country Club and Golf Course	High
Scarsdale	SCD-7	East Woods Lane, Barry Road, Tunstall Road, Grand Boulevard, Sprague Avenue	High
Harrison	HAR-2	West Street In Vicinity of Westwood Drive, Westwood Court, Saddletree Lane and Grove Street	Medium
Harrison	HAR-4	Westerleigh Road South of Hutchinson River Parkway	Medium
Larchmont	LAR-2	Flint Park at Birch Lane and Nassau Road	Medium
Mamaroneck Town	MMT-2	Murray Avenue at Colonial Avenue	Medium
Mamaroneck Town	MMT-3	Hommocks Road, Hommocks Middle School, Hampshire Country Club and Golf Course	Medium
Mamaroneck Town	MMT-5	Premium Marsh and Environs and Premium Point	Medium
Mamaroneck Town	MMT-6	Two Separate Areas: (6A) South of Interstate 95 at Boston Post Road South of Richbell Road, Cabot Road and Thompson Place; and (6B) North of Interstate 95 at Madison Avenue Between Fifth Avenue and Myrtle Boulevard	Medium
New Rochelle	NRO-4	White Oak Street	Medium
Pelham	PEL-3	4 th Avenue from 2 nd Street to Pelhamwood Avenue	Medium
Pelham	PEL-5	Colonial Avenue from Wolfs Lane to Hutchinson River Parkway and Vicinity	Medium
Port Chester	PCH-8	Lower King Street	Medium
Rye Brook	RYB-2	Rockridge Drive, Concord Place, Acker Drive, Woodland Drive, Loch Lane, Beechwood Boulevard	Medium
Eastchester	ECH-1	Clarence Road and Anpell Drive at Hutchinson Boulevard	Low
Eastchester	ECH-2	Old Wilnot Road	Low
Eastchester	ECH-3	Crawford Street from Rose Avenue to Middle Road	Low
Eastchester	ECH-4	Hewitt Avenue and Lispendard Road East of California Road, all West of Cross County Parkway	Low
Harrison	HAR-1	Glendale Road Between West Street and Mamaroneck Village Boundary	Low
Harrison	HAR-5	Barnes Lane South to Anderson Hill Road	Low
Harrison	HAR-6	Lake Street East, Old Lake Street and Barnes Lane	Low
Larchmont	LAR-10	North Avenue	Low
Larchmont	LAR-11	Coolidge Street	Low
Larchmont	LAR-12	Monroe Avenue at Cherry Avenue and Ervilia Drive	Low



COASTAL LONG ISLAND SOUND BASIN



Municipally Identified Flood Prone Areas Villages of Rye Brook and Port Chester

432 Michaelian Office Building
148 Martine Ave
White Plains, NY 10601
www.westchester.gov/planning
GIS

Dolph Rotfeld Engineering, P.C.
200 White Plains Road
Tarrytown, New York 10591
(914) 631-8600

July 14, 2016

Mr. Gary J. Zuckerman, Supervisor
TOWN OF RYE
222 Grace Church Street
Port Chester, NY 10573

Mr. Kevin Plunkett, Deputy County Executive
WESTCHESTER COUNTY
148 Martine Avenue
White Plains, NY 10601

Mr. Paul S. Rosenberg, Mayor
VILLAGE OF RYE BROOK
938 King Street
Rye Brook, NY 10573

Re: FLOOD MITIGATION STUDY – AVON CIRCLE AREA/RYE RIDGE CONDOMINIUM

Gentlemen:

Dolph Rotfeld Engineering (DRE) is pleased to submit this scope of work and fee in response to your request to prepare a flood mitigation study for the area in the vicinity of the Rye Ridge Condominiums, residential area known as Avon Circle, as well as downstream, including Bowman Avenue, a Westchester County road and the area in between, west of the Port Chester Middle School building. According to past reports, flooding at Avon Circle has caused damage to basements and in some cases to first floors of some residential units. Flooding has also been reported on the school district property between Westchester Avenue and Bowman Avenue. Flooding has been reported from a few feet to as much as ten feet above grade, due to the brook rising.

This study would include the feasibility of reducing the elevation of the existing FEMA 100 year flood plain zone by various means including providing flood plain storage. The proposed scope of work is described below, followed by associated fee estimates.

Dolph Rotfeld Engineering, P.C.

Page 2- FLOOD MITIGATION STUDY

July 14, 2016

Phase 1 – Investigation, Survey and Hydraulic Modeling

- A. We have copies of some related hydrologic and hydraulic studies and will obtain the digital files to allow modeling of flood flows upstream of the area for Blind Brook and the East Branch of Blind Brook. Of particular interest is the Parsons Brinkerhoff-Hydrologic-HydroCAD model and their Hydraulic HEC-RAS models. We will request digital data from other studies by WSP Sells that were prepared in 2008 and FEMA flood studies.
- B. Perform soil testing in the existing areas between Westchester and Bowman Avenues, for the purpose of detecting the extent of hydric (non-draining soils), possible wetlands and underlying soil strata. In conjunction with any proposed flood reduction project, there may be flood improvements at the Port Chester Middle School athletic field. Although rehabilitation of the field is not eligible for financial contribution from Westchester County, its cost will be evaluated and estimated.
- C. Provide new, updated field surveys of key culverts, channels and roadway elevations in the zone between Route I-287 and Avon Circle. Including necessary high resolution field survey of the flat areas with one foot contours and spot elevations at high and low points between contour intervals. This survey will be done of the flat area west of the brook to the wooded slope area, with inverts of the brook at 30 foot intervals, all between Westchester Avenue and Bowman Avenue. Approximately eighty-five residential units have been repetitively damaged by flooding. In addition, building utilities, such as heating, electrical and telephone systems are “routinely” damaged, according to the respondent.
- D. Conduct video inspection of existing culverts through Avon Circle and crossing under Westchester Avenue.
- E. Create hydraulic channel flow model in area surrounding Bowman Avenue, using HEC-RAS software with updated survey information and HEC-RAS models as recovered from earlier reports and studies.
- F. Analyze the flow characteristics of Blind Brook and the East Branch to determine the effect of improvement options to reduce the flood elevation in Avon Circle and the study area. Any improvements proposed in this study shall not cause any negative impacts upstream or downstream of the project area.

Dolph Rotfeld Engineering, P.C.

Page 3 – FLOOD MITIGATION STUDY
July 14, 2016

Phase 2 – Preliminary Engineering

- A. Prepare preliminary design options and tentative construction budgets for at least three options for proposed flood mitigation projects. The options will include provisions for stormwater extended detention and/or retention. Potential flood risk improvements upstream of the project area shall be considered. A cost benefit analysis will be prepared using the FEMA BCA toolkit, as recommended by Westchester County for all options.
- B. Presentation will be made of alternate preliminary designs to Westchester County, Town of Rye, Village of Rye Brook, PCMS and School Board, as necessary for consideration.
- C. Prepare detailed engineering report on the selected plan, including potential environmental impacts and remediation possibilities. Budget estimates of the various options will be provided. Compile report and data in digital format for County, Town, Village and PCMS records.
- D. Based on the selected plan, provide a final layout for approval along with location and extent of any required temporary construction and permanent easements.
- E. Prepare wetland mitigation plan, if necessary.
- F. FEMA CLOMR-F filing, if required.
- G. Prepare preliminary Stormwater Pollution Prevention Plan.

Phase 3 – Construction Documents and Permitting

- A. Once the final site plan is approved, prepare construction plans, specifications and bid documents. A design fee shall be negotiated for the preparation of construction drawings in accordance with the usual schedule used by Westchester County, Department of Public Works for projects prepared by consulting engineers.
- B. Prepare final Stormwater Pollution Prevention Plan for the work proposed.
- C. Prepare NYSDEC Notice of Intent (NOI) for coverage under SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002.
- D. Prepare and apply for any other required permits for the proposed work.

Dolph Rotfeld Engineering, P.C.

Page 4 – FLOOD MITIGATION STUDY
July 14, 2016

Budget

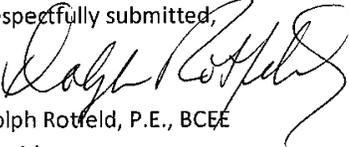
Our projected costs are as follows:

- Phase 1 – Investigation, Survey and Hydraulic Modeling*\$ 50,000.00
- Phase 2 – Preliminary Engineering*\$ 45,000.00
- Phase 3 – Construction Documents and Permitting.....as per WCDPW practices

*Additional costs for proposed athletic fields non-flood mitigation improvements at Port Chester Middle School in Phase 1 are \$2,500.00 and in Phase 2 are \$5,000.00.

The estimated cost and proposed scope of work presented herein are based on information available to DRE at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification. The cost for Phases 1 and 2 provided will not be exceeded without the prior approval.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact us with any questions you may have.

Respectfully submitted,

 Dolph Rotfeld, P.E., BCEE
 President

Accepted by: _____ Date: _____

- C: C. Bradbury, Village Administrator, Rye Brook
- E. Buroughs, Commissioner, Westchester County Dept. of Planning
- T. Lauro, Acting Commissioner, Westchester County DPW
- J. Nicolletti, Jr., First Deputy Commissioner, Westchester County DPW
- W. Villanova, Deputy Supervisor, Town of Rye
- D. Reisner, Town of Rye

Project Number: _____
(County use only)



**STORMWATER MANAGEMENT LAW
FLOOD MITIGATION PROJECT
APPLICATION FORM**

Complete Section 1 and submit along with any available supporting information to the Commissioner of Planning. A meeting with County staff will be scheduled to review the proposal. After initial review, a full application with information addressing the remaining sections will be required for detailed review.

1.0 PROJECT INFORMATION

Project Name: Flood Mitigation Study for the Port Chester Middle School, Bowman Avenue, and Avon Circle area in Rye Brook

Project Description: Study the possibility of reducing flooding, the FEMA 100-year floodplain and/or providing floodplain storage and stormwater improvements in the vicinity of the Avon Circle residential development and the Port Chester Middle School property. The feasibility study will be performed as part of an analysis for construction of new ballfields on the Port Chester Middle School Property but will address larger flooding issues in the area.

Municipality: Village of Rye Brook

Contact Name and Title: Christopher Bradbury, Village Administrator

Address: 938 King Street, Rye Brook, NY 10573

Phone: (914) 939-0634 E-Mail: cbradbury@ryebrook.org

Does the municipality control the property? Yes No

If no, have written agreements been secured from the property owner? Yes No

Has an engineering analysis been performed? Yes (attach a copy) No

If yes, does the engineering analysis address **all** items listed in Section 3? Yes No

The existing engineering study addresses some of the information requested in Part 3.

Stormwater Reconnaissance Plan: Coastal Long Island Sound Watershed (August, 2013)

Flood Problem Area ID: RYB-3 Flood Study ID: S-3

Funding Request for:

Phase I: Preliminary Engineering (project development and feasibility)

Final Engineering (design details and cost estimates)

Phase II: Construction Documents and Construction Costs

Total Project Cost: \$100,000 Requested County Funding Assistance: \$50,000

Local Funding Match and Source: \$50,000 (\$25,000 from Rye Brook and \$12,500 each from Town of Rye and Port Chester School District)

WCDP
5/9/14

Attach a separate document that describes, in as much detail as possible, the following. Provide supporting maps, studies and other documentation where appropriate. Note: all technical studies and designs must be prepared by a professional engineer licensed in the State of New York.

2.0 EXISTING CONDITIONS

- 2.1 Description of Flooding Problem.
 - 2.1.1 Limits of Flooding (area).
 - 2.1.2 Flood Depths (estimate if data not available).
- 2.2 Description of Flood Damage. Include public health and safety concerns, value of claims submitted, property damage evidenced, impact to businesses/economy, etc. (include as much detail as available and attach supporting documents where appropriate).
- 2.3 Description of Municipal Efforts to Address Flooding.
 - 2.3.1 Describe how the municipality has addressed flooding and similar issues through its comprehensive planning process. Describe any municipal ordinances adopted or in the process of being adopted to limit flood risk and flood damage and reduce the volume of stormwater runoff discharged from sites.
 - 2.3.2 Describe the degree to which the municipality has prepared a community hazard mitigation plan in accordance with FEMA guidelines that includes flooding and whether it has been adopted locally and approved by FEMA.
 - 2.3.3 Describe municipal efforts to educate business owners, the public, and its staff on ways to reduce flood damage. Describe any other efforts of the municipality to reduce flooding and flood damage.

3.0 PROPOSED PROJECT

- 3.1 Project Description (include as much information as necessary to describe proposed project, including any project details or concerns whether fully investigated or not).
- 3.2 Unless already submitted, attach one copy of studies, surveys, site plans, or other analysis or any other documents, studies and reports that describe or support the project as a solution for local or regional flooding problems. Any engineering studies must utilize methods and data approved by the County (e.g., use precipitation data from the Northeast Regional Climate Center).
- 3.3 Explain, in detail, the benefits of the project.
 - 3.3.1 The amount (area, number) of infrastructure, structures, dwelling units, population and/or businesses benefited.
 - 3.3.2 The estimated value of property or infrastructure protected.
 - 3.3.3 The degree to which the flood damage will be reduced (e.g., how many homes will be removed from the flood hazard area).
 - 3.3.4 Direct (e.g., improving a roadway to prevent damage from flooding) and/or indirect (e.g., reduced need for emergency responders to close roadway)

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5/9/14

benefits to the municipality, other municipalities, and/or County properties or infrastructure.

- 3.4 Will the project require a Third Party Agreement (the County requires an interest in the property for the life of the bond)? If so, with whom (include documentation with application)?
- 3.5 Describe any environmental constraints or issues.
- 3.6 Provide detailed cost estimates.
- 3.7 Provide a breakdown of cash and in-kind services.
 - 3.7.1 County (not to exceed 50% of project costs)
 - 3.7.2 Municipality
 - 3.7.3 Other Sources
- 3.8 Include a detailed and practical timeline for the proposed project, including design, permitting, securing grants and other funding, construction, and evaluation.
- 3.9 Provide a thorough description of feasible alternatives that were evaluated prior to the selection of the proposed project. Provide adequate information to demonstrate that the proposed project is the most feasible of the alternatives available for the foreseeable future.
- 3.10 Project Evaluation and Monitoring. Describe how the project will be monitored and evaluated to demonstrate compliance with the design plans and specifications and the effectiveness of the project in meeting project goals and objectives.
- 3.11 Project Operation and Maintenance. Include a detailed operation and maintenance plan, describing required maintenance and a plan to ensure that maintenance will be performed.
- 3.12 Engineer's Certification. Include a certification from a qualified licensed engineer that the project will not create or exacerbate flooding elsewhere in the watershed.
- 3.13 Please feel free to attach any other documents that you feel will be helpful to the County in reviewing your project application.

4.0 COMMITMENT TO PROJECT FUNDING

- 4.1 Attach a resolution from the governing board of the municipality demonstrating its financial commitment to the project, including authorization of its representatives to execute the necessary documents to undertake the project.

5.0 COMMITMENT TO FLOOD REDUCTION

- 5.1 Provide a description of methods undertaken by the municipality to reduce flooding, flood damage and flood risk.
- 5.2 Include copies or links to electronically available copies of the municipal regulations, ordinances and codes regulating stormwater runoff, development standards, road standards, stormwater management standards, floodplain development and related standards.
- 5.3 Include copies of flood mitigation strategies contained in hazard mitigation plan and the status of implementation.

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5/9/14

6.0 COMMITMENT TO INTERMUNICIPAL COLLABORATION

- 6.1 Attach a resolution from the governing board of the municipality demonstrating its commitment to work cooperatively with the County and other municipalities within its watershed to reduce flooding, flood risk and flood damages.

WCDP
5/9/14



July 26, 2016

RESOLUTION

CONSIDERING AN INTER-MUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF RYE BROOK AND THE COUNTY OF WESTCHESTER FOR A FLOOD MITIGATION PROJECT GRANT TO SHARE FUNDING FOR A FLOOD MITIGATION STUDY IN THE VICINITY OF AVON CIRCLE, AS WELL AS DOWNSTREAM, INCLUDING BOWMAN AVENUE AND THE AREA WEST OF THE PORT CHESTER MIDDLE SCHOOL BUILDING

WHEREAS, the area along the eastern Branch of the Blind Brook in the Village of Rye Brook between the Rye Ridge Condominiums known as Avon Circle and the lower pond on Bowman Avenue has historically experienced significant flooding and negatively impacted and caused damage to both residential properties and Port Chester Middle School properties; and

WHEREAS, the Village of Rye Brook, the Town of Rye, and the Port Chester Union Free School District have received a Flood Mitigation Study proposal from Dolph Rotfeld Engineering, P.C. dated July 14, 2016 (the "DRE Study") to seek ways to improve these flooding conditions; and

WHEREAS, the DRE Study would evaluate flooding conditions in the vicinity of Avon Circle as well as downstream areas including Bowman Avenue and the vicinity of the athletic fields immediately west of the Port Chester Middle School building; and

WHEREAS, the DRE Study proposal fees for Phase 1 and Phase 2 are estimated to be \$95,000.00 for investigation survey, hydraulic modeling and preliminary engineering, which includes \$7,500.00 for non-flood mitigation improvements at the Port Chester Middle School; and

WHEREAS, in 2011 Westchester County adopted a Stormwater Management Law and developed a program whereby funding is available to eligible municipalities for flood mitigation or flood damage reduction projects if such projects are included in the reconnaissance plans prepared for each major drainage basin; and

WHEREAS, flooding and the need for a flood improvement project in this area has been identified in the Westchester County Reconnaissance Plan for the Coastal Long Island Sound Watershed (August 2013) making the vast majority of the DRE Study eligible for municipal funding assistance through the Westchester County with the exception of the \$7,500.00 for non-flood mitigation improvements at the Port Chester Middle School which is also included within the study; and

WHEREAS, the Village of Rye Brook, with the support of the Town of Rye and Port Chester Union Free School District, has submitted a *Stormwater Management Law Flood Mitigation Project Application Form* to the County of Westchester seeking 50% of the costs of Phase 1 and 2 of the DRE Study in an amount not to exceed \$50,000; and

WHEREAS, the remaining 50% of the costs would be shared as follows: Rye Brook 25% (up to \$25,000), the Town of Rye 12.5% (up to \$12,500), and the Port Chester Union Free School District 12.5% (up to \$12,500); and

WHEREAS, the Village of Rye Brook has prepared an inter-municipal agreement for the consideration of the Village of Rye Brook, the Town of Rye, and the Port Chester Union Free School District outlining the obligations of the Village of Rye Brook, the Town of Rye, and the Port Chester Union Free School District for this cost sharing commitment and coordination of municipal and school district efforts (the “IMA”), as more particularly described in the IMA; and

WHEREAS, the Village of Rye Brook, on behalf of the Town of Rye and the Port Chester Union Free School District, would further agree to coordinate and take the lead municipal role on the Westchester County stormwater application and project coordination with Westchester County, including the approval of a separate inter-municipal agreement between the Village of Rye Brook and Westchester County for Westchester County Phase I stormwater funding of this project; and

WHEREAS, Phase 1 and 2 of the DRE Study consisting of design and feasibility studies is a Type II action pursuant to Section 617.5(c)(18) of the State Environmental Quality Review Act (“SEQRA”) and therefore no further environmental review is required for Phase 1 and 2.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Village Board is in full support of this flood mitigation project, the DRE Study, the funding commitments, and the submission of an application to Westchester County for flood mitigation funding; and be it

FURTHER RESOLVED, that following the full execution of the IMA between the Village of Rye Brook, the Town of Rye and the Port Chester Union Free School District, the Mayor and Administrator are authorized to sign the Westchester County Phase I Stormwater Management Law Funding Program IMA between the Village of Rye Brook and the County of Westchester and also execute all additional documents as may be necessary for the purpose of receiving Stormwater Management Law Phase I funding assistance for this flood mitigation project; and be it

FURTHER RESOLVED, that the Village of Rye Brook agrees to take the lead to coordinate the DRE Study and the flood mitigation project and any related paperwork and payments or reimbursements required in the project proposal and related agreements with Dolph Rotfeld Engineering and the County of Westchester.

AGREEMENT, made the _____ day of _____, 20__ by and between

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

(hereinafter referred to as the “County”)

and

THE _____, a municipal corporation of the State of New York, having an office and place of business at _____,

(hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, the Westchester County Executive (“County Executive”) and the Westchester County Board of Legislators (“Board of Legislators”) adopted Law #2-2011 known as the Stormwater Management Law (“SML”) to address this issue and to create a Stormwater Advisory Board (“SAB”) to assist county municipalities in dealing with flooding; and

WHEREAS, the SML enables the County to partner with municipalities to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the City, Town or Village of _____ (“Municipality”) wishes to participate in the SML funding program and has submitted an application to the County for financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Stormwater Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SML entitled the Stormwater Reconnaissance Plan for _____ (“Reconnaissance Plan”); and

WHEREAS, the Reconnaissance Plan was recommended by the SAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved said Reconnaissance Plan on

_____ ; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SML funding program is identified in a study or as a flood problem area in said Reconnaissance Plan; and

WHEREAS, pursuant to the SML funding program and in an effort to protect County-owned and/or -managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or stormwater pipes, and County parkland and other municipal and private property, the County desires to contribute to the costs of a flood mitigation and/or flood damage reduction project known as the [INSERT PROJECT NAME] (“Project”), further described herein, to be undertaken by the Municipality.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period of _____ years commencing upon full execution as evidenced by the date on the top of page 1 of this Agreement.

ARTICLE II

TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County’s SML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County

bridges, sanitary sewer and/or stormwater pipes, and County parkland and other municipal and private property, the County desires to contribute to the design cost of the Project. The Project is located in the Municipality and consists of flood mitigation and/or flood damage reduction work as more fully described in Schedule "A" ("Project Description, Budget and Timeline"), attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that it shall complete the design of the Project in accordance with Schedule "A" and all of the other terms of this Agreement.

The County agrees to finance the design of the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund \$_____ for the design of the Project. The County share of the design of the Project shall not exceed that amount. Project design costs up to \$ _____ shall be paid fifty (50) percent by the County (up to \$ _____) and fifty (50) percent by the Municipality; provided, however, should the Project design costs be less than \$_____, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth. Accordingly, it is recognized and understood that the County's obligation to fund the construction of the Project is subject to future appropriations and bonding authority from the County Board of Legislators and any and all other necessary legal approvals.

The County agrees that the Municipality may include as part of its share of the Project costs 'in-kind' services up to thirty (30) percent of the Municipality's share of the Project costs, but in no case more than fifteen (15) percent of the total Project costs. "In kind" services shall be those performed by qualified staff of the Municipality that would normally be performed by a qualified professional consultant for the Project and are directly related to a task associated with the Project. Eligible "in kind" services for the project are more fully described in Schedule "A" attached hereto. The Municipality must submit to the County the appropriate documentation substantiating that the proposed "in kind" services are eligible as "in kind" services. Further, the Municipality shall keep accurate records of all "in-kind" services, and such records shall be submitted to the County in the

form and manner prescribed by the County as detailed in Schedule “A”. All records and requests for reimbursement for “in kind” services must be approved by the County.

The County does not provide or extend any warranty of fitness or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. In addition to, and not in limitation of the insurance requirements set forth herein, the Municipality agrees: (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly or indirectly out maintenance, operation, security and/or repair of the Project and of this Agreement and of the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of maintenance, operation, and/or repair of the Project and this Agreement and to bear all other costs and expenses related thereto.

This indemnification provision shall survive termination or expiration of this Agreement.

Section 2.3. The Municipality represents that within one (1) year of the date hereof that the “Flood Mitigation Criteria” developed by the SAB and approved by the Board of Legislators will have been adopted in the Municipality’s appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the Westchester County Department of Planning (“Planning Commissioner”). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality’s adoption of the aforesaid policies.

Section 2.4. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning

Commissioner and the Commissioner of the Westchester County Department of Public Works and Transportation (“DPWT Commissioner”). All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.5. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the “**Easement(s)**”) in, upon, under and over that portion of the Municipality’s property within which the Project is located, which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule “B”. The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out of the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County’s portion of the Project.

Section 2.6. The Municipality represents warrants and guarantees that:

- (a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above.

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project;

The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III
MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all design phases of the Project, including, but not limited to, planning, preliminary design and final design. The Municipality shall submit the design plans and specifications at the thirty (30) percent, sixty (60) percent, ninety (90) percent and one hundred (100) percent completion stages to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or his duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the design plans and specifications and submit the same to the County for its review and approval on or before (#) months from the date of the execution of this Agreement by all parties. In the event that the Municipality fails to complete the design phases of the Project in a timely manner as set forth herein, it shall remit all funds disbursed hereunder to the County within (30) days of receipt of written request unless an extension of time for completion is mutually agreed to between the parties and all necessary legal approvals are obtained for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations,

codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV
FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The parties acknowledge that housing should be produced for persons of all income levels in Westchester County and there is a shortage of fair and affordable housing in Westchester County.

Section 4.1. As further consideration for the County’s financial contribution toward the Project, and in order to comply with the terms of the August 2009 Stipulation and Order of Settlement and Dismissal in U.S. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York (“Settlement Agreement”), the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing.

Section 4.3. The Municipality agrees to actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County’s Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County's interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V
ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI
NOTICES

Section 6.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by registered or

certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 10601

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Avenue
White Plains, New York 10601
with a copy to:

County Attorney
County of Westchester
148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality:

with a copy to:

ARTICLE VII
INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to the any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnitee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and

defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

- (i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;
- (ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and
- (iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;
- (iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement , the following definitions shall apply:

- (1) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:
 - (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any “hazardous waste” as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated bipheynols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) “Environmental Requirements” shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations (“SEQR”), including those activities that have been determined not to constitute an action as defined by SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule “C” entitled “Standard Insurance Provisions,” attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors (individually a “Contractor” or collectively, the “Contractors”) that are engaged to construct the Project shall provide such insurance coverage as described in Schedule “C” naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the “Additional Insureds”). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause “other insurance provisions” in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule “D”, attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

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

COUNTY OF WESTCHESTER

By: _____

VILLAGE, TOWN, CITY OF

By: _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. _____ .

Approved by the Board of Acquisition and Contract of the County of Westchester on _____.

Approved by the Municipal Board of the Municipality on the ____ day of _____.

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
*(Law under which organized, e.g., the
New York Business Corporate Law)*

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
by authority of its Board of _____, thereunto duly authorized and that
such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 20____, before me personally came
_____, whose signature appears above, to me known,
and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Municipality resides at _____
_____, and that he/she signed his/her name
hereto by order of the Board of _____ of said Municipality.

*Notary Public
County of*

SCHEDULE "A"

Project Description, Budget and Timeline

[Sample Follows]

Project Description

- 1) Name
- 2) Location
 - a) Street Address
 - b) Owner/Tax Parcel IDs
- 3) Type of Project
 - a)
- 4) Project Scope
 - a)

Project Budget

Total Amount

- 1) Design
 - a) Site Investigation
 - b) Preliminary Design
 - c) Final Design
- 2) Construction Administration
 - a)
- 3) In-Kind Services
 - a)
- 4) Construction
 - a)
- 5) Total Cost

Project Timeline

Start

End

- 1) Preliminary Design
 - a)
- 2) Final Design

- a)
- 3) Construction Site Prep
 - a)
- 4) Excavation
 - a)
- 5) Installation
 - a)
- 6) Grading
 - a)
- 7) Planting
 - a)

SCHEDULE "B"

Easement Agreement(s) Form

Attached

THIS EASEMENT AGREEMENT, made the ___ day of _____, 20___, by

VILLAGE (TOWN or CITY), organized and existing under the laws of the State of New York having an office and place of business at _____, (“Grantor”); and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County" and/or the "Grantee")

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee title of those ## certain parcels of real property located in the Village, Town or City of _____, New York and identified on the tax maps of the Village, Town or City of _____ as: #. Section __, Block __, Lot __, [repeat as necessary], which real property is more particularly described in Schedule “B-1,” which is annexed hereto and made a part hereof (the “Subject Property”).

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in Schedule “A,” which is attached hereto and made a part hereof for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Intermunicipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date herewith. The Grantee shall not interfere with or disturb the construction, use, operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

VILLAGE, TOWN, CITY OF

By: _____

COUNTY OF WESTCHESTER

By: _____

Record and Return to:

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

COUNTY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

SCHEDULE "B-1"

Easement Agreement(s)

**Description of Easement Area
To be attached**

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form

CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

Rev. 12/08

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SCHEDULE "D"
VENDOR DIRECT PAYMENT TERMS

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

INSERT VENDOR DIRECT FORM

H:\My Documents\revised easement.doc

Background

Westchester communities have been subject to flooding for decades. As development occurred, floodplains were filled and opportunities for flood storage were lost. At the same time, additional stormwater runoff was being generated from newly created impervious surfaces. Recently, there has been an increase in the intensity of storms, resulting in greater volumes of water in a shorter period of time. With more water and fewer places for it to go, flooding occurs. County Executive Robert P. Astorino is committed to working with the county's towns, villages and cities through a regional approach to address this serious problem.



Program Description

In 2011, Westchester County adopted a Stormwater Management Law (Chapter 241 of the County Code). The Law formalized a program whereby Westchester County may partner with municipalities to provide funding assistance for flood mitigation or flood damage reduction projects. Projects must be included in reconnaissance plans approved by the Board of Legislators. The reconnaissance plans are prepared by the County departments of Planning and Public Works and Transportation for each major drainage basin. The plans bring together summaries of past flood studies and recommendations for actions plus data on flood prone areas provided to the County by municipalities. A Stormwater Advisory Board (SAB), of community leaders and experts with specific knowledge of Westchester County flood issues appointed by both the County Executive and the Board of Legislators, will assist in the evaluation of flood mitigation proposals and make recommendations to the County on funding allocations.



Funding Assistance to Municipalities

The law includes two phases of funding assistance.

Phase I funding is for: (a) the preparation of analysis required to develop data necessary to evaluate the project against the project criteria (described briefly below) and (b) the preparation of detailed construction plans and specifications necessary for bidding purposes.

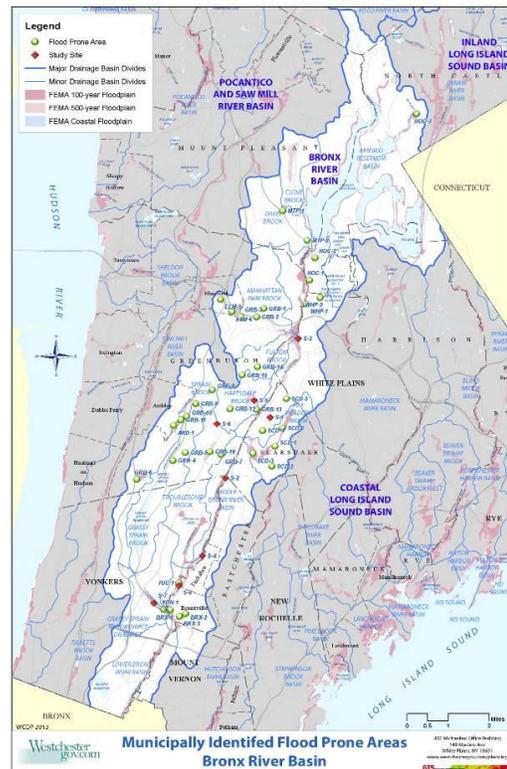
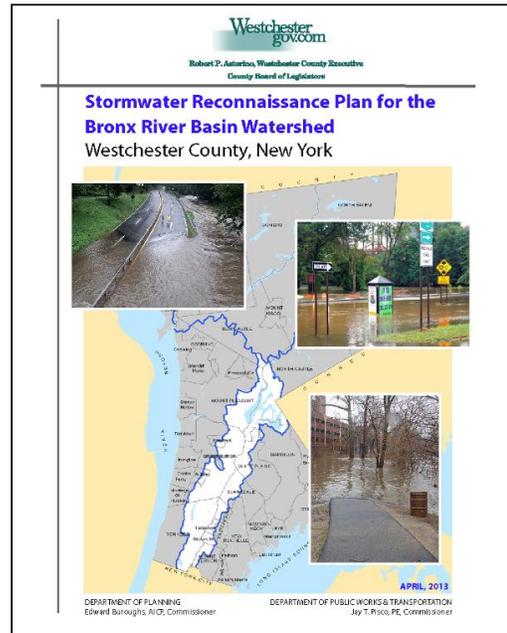
Phase II funding is for construction of the project. An operation and maintenance plan will be prepared during the development of detailed construction plans. All operation and maintenance costs associated with the project will be the responsibility of the municipality.



Project Criteria

For a local project to be eligible for County funding participation, the applying municipality must:

- Provide a clear description of the benefit that will result from a proposed project. The description must include the size of the area, the number of people and number and type of properties that will benefit from the project as well as any other direct or indirect benefits of the project (e.g., protected infrastructure, reduced roadway or business closure).
- Participate financially providing a minimum share of 50% of the project cost through local funds, grants and in-kind services.
- Provide a certification from a qualified licensed professional that the project will not create or exacerbate any flooding condition in the watershed.
- Secure any easements or agreements with private landowners necessary to implement the project.
- Demonstrate how the municipality has addressed flooding as part of its comprehensive planning, land use regulations and ordinances and public education and outreach.
- Have in place ordinances to limit flood risk and flood damage and reduce the volume of stormwater runoff discharged from development.
- Have a FEMA-approved hazard mitigation plan or participate in the multi-jurisdictional hazard mitigation plan currently being prepared by the County. The plan must identify flood prone areas, inventory historic flood damage and describe specific action strategies to reduce flood risk and flood damage.
- Adopt a resolution that commits the municipality to work cooperatively with other municipalities and the County on watershed planning efforts.
- Identify other ways in which the municipality has or will attempt to reduce flooding and flood damage including studies, actual projects or other recommended actions as described in the reconnaissance plans.
- For municipalities identified in the 2009 settlement between the County and the U.S. Department of Housing and Urban Development, comply with the County's Discretionary Funding Policy.



Westchester County Department of Planning
July 2014

Evaluation Factors

Applications will be prioritized according to the following:

- The nature and extent of the flooding problem and extent of recorded or potential risk to individuals, properties and public health.
- The degree to which the project will reduce the identified problem(s).
- The expected timeline for the project (how long it will take to complete).
- The degree to which the municipality has taken steps to reduce flooding and flood impacts/risk on its own or in conjunction with other municipalities. (Refer to eligibility criteria above.)
- The percentage of the local match and funding from other sources for the project.
- No other feasible alternative exists.

Examples of Potential Projects

- Construction of new municipal flood control structures (dams, dikes, levees, storage basins).
- Improvement (not maintenance) of existing stormwater infrastructure and existing stormwater facilities.
- Participation in state or federally sponsored projects such as USACE or FEMA projects in which the County is not already a participant.
- Land acquisition/easements with a primary purpose of reducing flood damage.

Application and Review Process

Municipalities are encouraged to complete the first section of the application and meet with County staff to discuss the potential project before preparing or submitting additional material. At the meeting, the scope of a proposed project will be reviewed and an early determination made on whether the project meets the Stormwater Management Law's criteria for participation. Additional information needed for a full application will be discussed.

The municipality will then need to complete and submit to the County a full application with supporting material. The municipality will be advised if additional information is needed. Upon acceptance of a completed application, the County Stormwater Advisory Board will review the project details and assist County staff in the evaluation. Finally, the County Executive will submit legislation to the Board of Legislators to approve the funding.

The application form is available at www.westchestergov.com/flooding.

Overall Process

The process for implementing flood mitigation projects with County funding assistance as described in the County Stormwater Management Law follows:

1. The County departments prepare reconnaissance plans for each of the six major drainage basins. Plans are prepared individually for each drainage basin. Four plans have been prepared to date: the Saw Mill and Pocantico Rivers, the Bronx River, the Coastal Long Island Sound and the Peekskill and Haverstraw Bay. The last plan, for the Croton River and Inland Long Island Sound drainage basins is anticipated to be completed by mid 2014. Completed plans are available for download at www.westchestergov.com/flooding.
2. The Board of Legislators approves the reconnaissance plans. Projects to be funded must be identified in an approved reconnaissance plan as either potential projects or flood problem areas. The reconnaissance plans may be amended to add new projects, but the Board must approve the amended plan before an application for funding may be made.
3. Local municipality submits an application for funding. Once a reconnaissance plan is approved, a municipality may submit an application for County participation in the funding of a project or flood problem area identified in the plan. It is presumed that applications will be solicited for Phase I (design) funding first because, to date, no project identified in the reconnaissance plans has been determined to be eligible for Phase II (construction) funding. Application forms are available at www.westchestergov.com/flooding. Applications must demonstrate that the proposed project meets the evaluation criteria described in the reconnaissance plans, including sufficient information demonstrating that the project is feasible, cost effective and will not create other problems elsewhere.
4. County bonds for financing. Once an application has been approved, the County will proceed with legislation to issue bonds for the County funding portion of the project. In order to issue bonds for funding, the County will require an interest, in the form of an easement, in the project as well as an operation and maintenance agreement to ensure that the project is constructed and maintained as intended.
5. Local municipality enters into an Inter-Municipal Agreement (IMA) with the County. The local municipality must enter into an IMA with the County. The IMA will specify any additional actions necessary for the municipality to demonstrate compliance with requirements included in the reconnaissance plans to reduce flooding and flood damage to the maximum extent practical. As a condition of the IMA, the municipality will submit quarterly status reports to the County.
6. Local municipality submits reimbursements for eligible costs. The IMA will include a detailed project budget specifying both local and County funding amounts. Once the IMA has been executed and the terms of the IMA have been met, the local municipality may submit requests for reimbursement. The County will fund up to 50% of eligible project costs on a reimbursement basis. Additional supporting information such as invoices and payroll information may be required by the County as specified in the IMA.

Dolph Rotfeld Engineering, P.C.
200 White Plains Road
Tarrytown, New York 10591
(914) 631-8600

July 14, 2016

Mr. Gary J. Zuckerman, Supervisor
TOWN OF RYE
222 Grace Church Street
Port Chester, NY 10573

Mr. Kevin Plunkett, Deputy County Executive
WESTCHESTER COUNTY
148 Martine Avenue
White Plains, NY 10601

Mr. Paul S. Rosenberg, Mayor
VILLAGE OF RYE BROOK
938 King Street
Rye Brook, NY 10573

Re: FLOOD MITIGATION STUDY – AVON CIRCLE AREA/RYE RIDGE CONDOMINIUM

Gentlemen:

Dolph Rotfeld Engineering (DRE) is pleased to submit this scope of work and fee in response to your request to prepare a flood mitigation study for the area in the vicinity of the Rye Ridge Condominiums, residential area known as Avon Circle, as well as downstream, including Bowman Avenue, a Westchester County road and the area in between, west of the Port Chester Middle School building. According to past reports, flooding at Avon Circle has caused damage to basements and in some cases to first floors of some residential units. Flooding has also been reported on the school district property between Westchester Avenue and Bowman Avenue. Flooding has been reported from a few feet to as much as ten feet above grade, due to the brook rising.

This study would include the feasibility of reducing the elevation of the existing FEMA 100 year flood plain zone by various means including providing flood plain storage. The proposed scope of work is described below, followed by associated fee estimates.

Dolph Rotfeld Engineering, P.C.

Page 2- FLOOD MITIGATION STUDY

July 14, 2016

Phase 1 – Investigation, Survey and Hydraulic Modeling

- A. We have copies of some related hydrologic and hydraulic studies and will obtain the digital files to allow modeling of flood flows upstream of the area for Blind Brook and the East Branch of Blind Brook. Of particular interest is the Parsons Brinkerhoff-Hydrologic-HydroCAD model and their Hydraulic HEC-RAS models. We will request digital data from other studies by WSP Sells that were prepared in 2008 and FEMA flood studies.
- B. Perform soil testing in the existing areas between Westchester and Bowman Avenues, for the purpose of detecting the extent of hydric (non-draining soils), possible wetlands and underlying soil strata. In conjunction with any proposed flood reduction project, there may be flood improvements at the Port Chester Middle School athletic field. Although rehabilitation of the field is not eligible for financial contribution from Westchester County, its cost will be evaluated and estimated.
- C. Provide new, updated field surveys of key culverts, channels and roadway elevations in the zone between Route I-287 and Avon Circle. Including necessary high resolution field survey of the flat areas with one foot contours and spot elevations at high and low points between contour intervals. This survey will be done of the flat area west of the brook to the wooded slope area, with inverts of the brook at 30 foot intervals, all between Westchester Avenue and Bowman Avenue. Approximately eighty-five residential units have been repetitively damaged by flooding. In addition, building utilities, such as heating, electrical and telephone systems are “routinely” damaged, according to the respondent.
- D. Conduct video inspection of existing culverts through Avon Circle and crossing under Westchester Avenue.
- E. Create hydraulic channel flow model in area surrounding Bowman Avenue, using HEC-RAS software with updated survey information and HEC-RAS models as recovered from earlier reports and studies.
- F. Analyze the flow characteristics of Blind Brook and the East Branch to determine the effect of improvement options to reduce the flood elevation in Avon Circle and the study area. Any improvements proposed in this study shall not cause any negative impacts upstream or downstream of the project area.

Dolph Rotfeld Engineering, P.C.

Page 3 – FLOOD MITIGATION STUDY
July 14, 2016

Phase 2 – Preliminary Engineering

- A. Prepare preliminary design options and tentative construction budgets for at least three options for proposed flood mitigation projects. The options will include provisions for stormwater extended detention and/or retention. Potential flood risk improvements upstream of the project area shall be considered. A cost benefit analysis will be prepared using the FEMA BCA toolkit, as recommended by Westchester County for all options.
- B. Presentation will be made of alternate preliminary designs to Westchester County, Town of Rye, Village of Rye Brook, PCMS and School Board, as necessary for consideration.
- C. Prepare detailed engineering report on the selected plan, including potential environmental impacts and remediation possibilities. Budget estimates of the various options will be provided. Compile report and data in digital format for County, Town, Village and PCMS records.
- D. Based on the selected plan, provide a final layout for approval along with location and extent of any required temporary construction and permanent easements.
- E. Prepare wetland mitigation plan, if necessary.
- F. FEMA CLOMR-F filing, if required.
- G. Prepare preliminary Stormwater Pollution Prevention Plan.

Phase 3 – Construction Documents and Permitting

- A. Once the final site plan is approved, prepare construction plans, specifications and bid documents. A design fee shall be negotiated for the preparation of construction drawings in accordance with the usual schedule used by Westchester County, Department of Public Works for projects prepared by consulting engineers.
- B. Prepare final Stormwater Pollution Prevention Plan for the work proposed.
- C. Prepare NYSDEC Notice of Intent (NOI) for coverage under SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002.
- D. Prepare and apply for any other required permits for the proposed work.

Dolph Rotfeld Engineering, P.C.

Page 4 – FLOOD MITIGATION STUDY
July 14, 2016

Budget

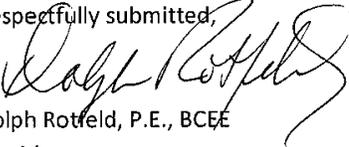
Our projected costs are as follows:

Phase 1 – Investigation, Survey and Hydraulic Modeling*\$ 50,000.00
Phase 2 – Preliminary Engineering*\$ 45,000.00
Phase 3 – Construction Documents and Permitting.....as per WCDPW practices

*Additional costs for proposed athletic fields non-flood mitigation improvements at Port Chester Middle School in Phase 1 are \$2,500.00 and in Phase 2 are \$5,000.00.

The estimated cost and proposed scope of work presented herein are based on information available to DRE at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification. The cost for Phases 1 and 2 provided will not be exceeded without the prior approval.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact us with any questions you may have.

Respectfully submitted,

Dolph Rotfeld, P.E., BCEE
President

Accepted by: _____ Date: _____

- C: C. Bradbury, Village Administrator, Rye Brook
- E. Buroughs, Commissioner, Westchester County Dept. of Planning
- T. Lauro, Acting Commissioner, Westchester County DPW
- J. Nicolletti, Jr., First Deputy Commissioner, Westchester County DPW
- W. Villanova, Deputy Supervisor, Town of Rye
- D. Reisner, Town of Rye

July 26, 2016

RESOLUTION

CONSIDERING THE APPOINTMENT OF A FIREFIGHTER

NOW THEREFORE BE IT RESOLVED, that John C. Giordano, Jr. of 25 Monroe Place, Rye Brook, New York is hereby conditionally appointed to the position of Firefighter with the Village of Rye Brook, subject to the results of a medical examination and the Civil Service procedures of the State of New York; and be it

FURTHER RESOLVED, that the annual salary is \$67,399 with an effective start date of August 14, 2016.

July 26, 2016

RESOLUTION

**CONSIDERING THE APPROVAL OF A CONTRACT FOR
LED STREET LIGHTING**

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, the Village of Rye Brook wishes to authorize the approval of a LED Street Lighting contract with Graybar Electric Company, Inc. through U.S. Communities Contract No. MA-IS-1340234 for the materials, oversight and labor for the installation of said LED Lighting throughout the Village; and

WHEREAS, Graybar Electric Company was awarded said contract through U.S. Communities Contract NO. MA-IS-1340234 on the basis of it being the lowest responsible bidder, and Rye Brook's piggybacking of this contract is authorized by New York State General Municipal Law; and

WHEREAS, it is in the best interests of the Village to approve this contract, which was awarded on the basis of the lowest responsible bidder, because the purchase and installation of this LED lighting is expected to result in savings of electrical and other costs to the Village over time, is environmentally friendly and will conserve energy, and the manufacturer has a reputation for providing quality goods and services; and

WHEREAS, on or about May 15, 2016, the Village received a proposal for the materials, oversight and labor for basic LED street lighting at a price of \$232,502.84, which amount is based upon an estimate price per fixture type and size; and

WHEREAS, the Village desires to purchase an additional sampling of approximately fifty (50) LED street lights with interactive wireless monitoring and diagnostic capabilities at an additional estimated cost of \$293.75 per fixture which includes software costs in accordance with this contract.

NOW, THEREFORE, BE IT RESOLVED, that Board of Trustees hereby authorizes the Village to enter into U.S. Communities Contract No. MA-IS-1340234 with Graybar Electric Company Inc., awarded on the basis of said company being the lowest responsible bidder, in an amount not to exceed of \$250,000.00, subject to the approval of its Village Attorney; and

BE IT FURTHER RESOVLED, that the Mayor and the Administrator are authorized to sign any documents necessary for the implementation of this Resolution.

1313/08/571387v1 7/22/16

ENERGY USAGE COST COMPARISON: VILLAGE OF RYE BROOK LED STREET LIGHT REPLACEMENT

Municipality Name: Village of Rye Brook
 Contact Name:
 Date: 7/21/2016
 Telephone:

Annual

PRE-UPGRADE USAGE - VILLAGE OF RYE BROOK								
Fixtures HID	Unit Wattage	Quantity	Total Wattage	Burn Hours	Wattage by Hours Used (WH)	Kilowatt-Hours KWH	Rate	Cost
Sodium Vapor	58	15	870	4,270	3,714,900	3,715	0.22673	\$ 842.28
Sodium Vapor	80	390	31200	4,270	133,224,000	133,224	0.22673	\$ 30,205.88
Sodium Vapor	83	1	83	4,270	354,410	354	0.22673	\$ 80.36
Sodium Vapor	130	2	260	4,270	1,110,200	1,110	0.22673	\$ 251.72
Sodium Vapor	136	1	136	4,270	580,720	581	0.22673	\$ 131.67
Sodium Vapor	141	44	6204	4,270	26,491,080	26,491	0.22673	\$ 6,006.32
Sodium Vapor	141	1	141	4,380	617,580	618	0.22673	\$ 140.02
Sodium Vapor	150	7	1050	4,270	4,483,500	4,484	0.22673	\$ 1,016.54
Sodium Vapor	183	79	14457	4,270	61,731,390	61,731	0.22673	\$ 13,996.36
Sodium Vapor	193	7	1351	4,270	5,768,770	5,769	0.22673	\$ 1,307.95
Sodium Vapor	300	11	3300	4,270	14,091,000	14,091	0.22673	\$ 3,194.85
Sodium Vapor	310	1	310	4,270	1,323,700	1,324	0.22673	\$ 300.12
Sodium Vapor	313	68	21284	4,270	90,882,680	90,883	0.22673	\$ 20,605.83
Sodium Vapor	480	1	480	4,270	2,049,600	2,050	0.22673	\$ 464.71
Sodium Vapor	483	1	483	4,270	2,062,410	2,062	0.22673	\$ 467.61
Mercury Vapor	125	2	250	4,270	1,067,500	1,068	0.22673	\$ 242.03
Mercury Vapor	200	1	200	4,270	854,000	854	0.22673	\$ 193.63
Mercury Vapor	450	2	900	4,270	3,843,000	3,843	0.22673	\$ 871.32
Halide	215	6	1290	4,270	5,508,300	5,508	0.22673	\$ 1,248.90
TOTALS		640				359,759		\$ 81,568.10

POST-UPGRADE USAGE - VILLAGE OF RYE BROOK								
Fixtures PHILIPS LED	Unit Wattage	Quantity	Total Wattage	Burn Hours	Wattage by Hours Used (WH)	Kilowatt-Hours KWH	Rate	Cost
RFS 35W	38	15	570	4,270	2,433,900	2,434	0.22673	\$ 551.84
RFS 35W	38	390	14820	4,270	63,281,400	63,281	0.22673	\$ 14,347.79
RFS 35W	38	1	38	4,270	162,260	162	0.22673	\$ 36.79
RFS 54W	54	2	108	4,270	461,160	461	0.22673	\$ 104.56
RFS 54W	54	1	54	4,270	230,580	231	0.22673	\$ 52.28
RFS 54W	54	44	2376	4,270	10,145,520	10,146	0.22673	\$ 2,300.29
RFS 54W	54	1	54	4,380	236,520	237	0.22673	\$ 53.63
RFM 72W	73	7	511	4,270	2,181,970	2,182	0.22673	\$ 494.72
RFM 72W	73	79	5767	4,270	24,625,090	24,625	0.22673	\$ 5,583.25
RFM 72W	73	7	511	4,270	2,181,970	2,182	0.22673	\$ 494.72
RFM 108W	106	11	1166	4,270	4,978,820	4,979	0.22673	\$ 1,128.85
RFM 108W	106	1	106	4,270	452,620	453	0.22673	\$ 102.62
RFM 108W	106	68	7208	4,270	30,778,160	30,778	0.22673	\$ 6,978.33
RFL 180W	174	1	174	4,270	742,980	743	0.22673	\$ 168.46
RFL 180W	174	1	174	4,270	742,980	743	0.22673	\$ 168.46
RFS 35W	38	2	76	4,270	324,520	325	0.22673	\$ 73.58
RFS 54W	54	1	54	4,270	230,580	231	0.22673	\$ 52.28
RFM 108W	106	2	212	4,270	905,240	905	0.22673	\$ 205.25
RFM 72W	73	6	438	4,270	1,870,260	1,870	0.22673	\$ 424.04
TOTALS		640				146,967		\$ 33,321.72

Reduction -59.1%

ESTIMATED ANNUAL ENERGY SAVINGS (KWH)	212,792
ESTIMATED ANNUAL ENERGY SAVINGS (\$\$)	\$ 48,246.38
ESTIMATED PROJECT COST - M&L ONLY (\$\$)	\$ 232,163.29
ESTIMATED PROJECT COST - LOADED (\$\$)	N/A
ESTIMATED SIMPLE PAYBACK - M&L ONLY (Years)	4.81
ESTIMATED SIMPLE PAYBACK - LOADED (Years)	N/A



229 CHURCH ST
 ALBANY NY 12202-1060
 Phone: 518-436-4761
 Fax: 518-434-6739

To: Village of Rye Brook
 938 King Street
 RYE BROOK NY 10573
 Attn: Michael Nowak
 Phone: 914-939-0753
 Fax: 914-939-5801
 Email: adam.gentile@graybar.com

Date: 07/08/2016
Proj Name: VILLAGE OF RYE BROOK
GB Quote #: 0225152311 Rev-1
 Valid From: 05/16/2016
 Valid To: 07/15/2016
 Contact: Adam Gentile
 Email: adam.gentile@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Notes: US COMUNITIES CONTRACT # MA-IS-1340234							
10 YEAR LIMITED WARRANTY.							
Labor for Instalation is included in price as well as recycling of old Fixtures.							
FREIGHT ALLOWED OVER \$1,000 RELEASES ONLY.							
BASED ON CURRENT BUSINESS CONDITIONS, THE LEAD							
TIME IS 10-12 WEEKS AFTER ACCEPTABLE APPROVAL &							
RELEASE OF ORDER. THIS LEAD TIME MAY BE DIFFERENT							
AT ORDER TIME, CONFIRM WITH DMA B4 ORDERING.							
100	409 EA	PHILIPS LUMEC	RFS-		\$340.55	1	\$139,284.95
			35W16LED4K/PH8XL:				
Item Note: PRICE INCLUDES LONG LIFE PHOTO CELL							
200	49 EA	PHILIPS LUMEC	RFS-		\$356.18	1	\$17,452.82
			54W16LED4K/PH8XL:				
Item Note: PRICE INCLUDES LONG LIFE PHOTO CELL							
300	99 EA	PHILIPS LUMEC	RFM-		\$398.05	1	\$39,406.95
			72W32LED4K/PH8XL:				
Item Note: PRICE INCLUDES LONG LIFE PHOTO CELL							
400	82 EA	PHILIPS LUMEC	RFM-		\$429.93	1	\$35,254.26
			108W48LED4K/PH8XL				
			:				
Item Note: PRICE INCLUDES LONG LIFE PHOTO CELL							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: Village of Rye Brook
938 King Strret
RYE BROOK NY 10573
Attn: Michael Nowak

Date: 07/08/2016
Proj Name: VILLAGE OF RYE BROOK
GB Quote #: 0225152311 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
500	2 EA	PHILIPS LUMEC	RFM- 180W80LED4K/PH8XL		\$552.43	1	\$1,104.86

Item Note: PRICE INCLUDES LONG LIFE PHOTO CELL

Total in USD (Tax not included): \$232,503.84

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: Village of Rye Brook
 938 King Street
 RYE BROOK NY 10573
 Attn: Michael Nowak

Date: 07/08/2016
 Proj Name: VILLAGE OF RYE BROOK
 GB Quote #: 0225152311 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

GRAYBAR ELECTRIC COMPANY, INC.
 TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER, TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made in Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINED AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (1) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (2) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
 Unless noted the estimated ship date will be determined at the time of order placement.



800 HUYLER ST
 TETERBORO NJ 07608-1157
 Phone: 518-436-4761
 Fax: 518-434-6739

To: Village of Rye Brook
 938 King Strret
 RYE BROOK NY 10573
 Attn: Michal Nowak
 Phone: 914-939-0753
 Fax: 914-939-5801
 Email: adam.gentile@graybar.com

Date: 07/08/2016
Proj Name: PHILIPS MONITORING
GB Quote #: 0225182750 Rev-1
 Valid From: 05/19/2016
 Valid To: 07/18/2016
 Contact: Adam Gentile
 Email: adam.gentile@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Notes: US Communities Contract # MA-IS-1340234							
10 YEAR LIMITED WARRANTY.							
FREIGHT ALLOWED OVER \$1,000 RELEASES ONLY.							
*CTCN: CITY TOUCH CONNECTED NODE.							
BASED ON CURRENT BUSINESS CONDITIONS, THE LEAD							
TIME IS 10-12 WEEKS AFTER ACCEPTABLE APPROVAL &							
RELEASE OF ORDER. THIS LEAD TIME MAY BE DIFFERENT							
AT ORDER TIME,.							
100	641 EA	PHILIPS	CTCN (10 YEAR		\$293.75	1	\$188,293.75
		LIGHTING NOR	SAAS - LIGHTING				
			ASSET MANA				
Item Note:							
CTCN: CITY TOUCH CONNECTED NODE.							
BASED ON CURRENT BUSINESS CONDITIONS, THE LEAD							
TIME IS 10-12 WEEKS AFTER ACCEPTABLE APPROVAL &							
RELEASE OF ORDER. THIS LEAD TIME MAY BE DIFFERENT							
AT ORDER TIME, CONFIRM WITH DMA B4 ORDERING							

Total in USD (Tax not included): \$188,293.75

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To: Village of Rye Brook
 938 King Strret
 RYE BROOK NY 10573
 Attn: Michal Nowak

Date: 07/08/2016
 Proj Name: PHILIPS MONITORING
 GB Quote #: 0225182750 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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GRAYBAR ELECTRIC COMPANY, INC.
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6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

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What are the benefits of Graybar's Telecommunications/Security contract?

We value our long-standing relationship with the County of Los Angeles and our marketing agreement with U.S. Communities. Historically, our goal has been to provide an overall savings to the County of Los Angeles and participating agencies of the U.S. Communities program through offering additional value realized through new supplier participation and services supporting the product sale. We believe this has been achieved with the new contract through:

- Core List offered on 250 frequently purchased items
 - Based on nationwide historical usage of the previous Graybar contract
- Targeted 5% overall Savings on Supplier Discounts
 - Based on each individual customer's unique usage of the program and procurement practices.
- Comprehensive Telecommunications/Security Solutions
 - More Graybar suppliers offered
 - Negotiated more aggressive supplier quotes for Graybar to offer better net prices to participating agencies of the program
- Tiered Volume Incentive for customers spending more than \$1M per year on the program
- Enhanced eBusiness solutions through ShopGraybar
- A commitment to deliver an extremely high quality of support and service from the Graybar field organization through effective training, awareness and provision of effective support resources.

What are the terms of the new Telecommunication/Security contract?

Master Agreement No. MA-IS-1540125

(Contract documents will be available for all customers on January 1, 2015)

- Contract For: Telecommunications Supplies and Accessories
- 3 years, January 1, 2015 – December 31, 2017
- Option to renew for two (2) additional 12-month periods
- Compliments our Electrical / Lighting contract valid to 3/31/16 with two additional 12-month periods.

What are the benefits of Graybar's electrical contract?

Savings: We value our long-standing relationship with the County of Los Angeles and our marketing agreement with U.S. Communities. Historically, our goal has been to provide an overall savings to the County, and participating agencies, along with additional value realized through new supplier participation and services supporting the product sale. We believe this has been achieved with our new agreement through:

- Improved average pricing of 5% compared to prior contract
- Improved pricing on Lamps, Ballasts, Lighting and Lighting Fixtures
- Increased Supplier Support
- Improved pricing and product support on Power Distribution & Control Products

- Overall, we've improved the savings while increasing the depth and breadth of products available through our program.
- Tiered Volume Incentive for customers spending more than \$1M per year on the program

Value Added Service: As part of our recent award, Graybar will be able to offer services that will include, but not be limited to: technical expertise, eBusiness, contract compliance, recycling, engineering assistance, systems analysis, product replacement, system retrofits or upgrades, installation and integrated services. These services will assist participating agencies to power and network facilities with speed, intelligence and efficiency. Services will be provided through established relationships with existing Graybar suppliers, contractors, integrators, or agency preferred companies. When combined with the communication & security products awarded to Graybar by both the County of Los Angeles and the U.S. Communities program, participating government agencies will have access to our full suite of products and services. Services will be priced at a Not To Exceed Cost basis. Examples of Service Solutions Include:

- **Lighting Services:** Audits, Analysis, Engineering, Replacement, Retrofits, Upgrades, Integration, Installation, Project Management and Maintenance.
- **Power Services:** Power Conditioning, Back-Up, Transformers & Generators, Audits, Analysis, Engineering, Repair, Modernization, Replacement, Retrofits, Upgrades, Integration, Installation, Project Management and Maintenance.
- **Recycling Services:** Recycling of Lamps, Ballasts, Electronics, Batteries, etc.

What are the terms of the Electrical contract?

Graybar was honored to receive the award of the electrical commodity contract MA-IS-1340234. This award represents Graybar's fourth term as the electrical provider through the U.S. Communities cooperative purchase program. Contract is a three year award with two additional (1) year options beginning on April 1, 2013 and the lead public agency is the County of Los Angeles, California. If all goes as expected, this contract will be valid through March 31, 2018.

Who can participate?

Eligible agencies include: States, State Agencies, Counties, Cities, Special Districts, K-12 Public & Private Schools, Public & Private Colleges and Universities & Non-Profits.

Does the pricing meet competitive bid requirements?

Since each Graybar contract was "competitively bid" by the County of Los Angeles, our contracts meet the legal purchasing requirements for all states except Louisiana. (*Graybar continues to work with U.S. Communities and the sponsoring associations to open contract use in Louisiana.*) The contracts allow agencies to use the pricing without taking the time to create bid documents, entertain multiple vendor inquiries and document the bids. Placing the order through Graybar allows them to utilize a quality vendor repetitively without the cost of using unknown or less reliable vendors.

Does the competitive pricing apply, regardless of quantity?

Using Graybar and the U.S. Communities program assures an agency they are getting a very competitive price on any size order. Therefore, driving smaller quantity orders along with larger ones to Graybar provides the agency with maximum value for everything purchased. There are no costs, minimum quantity requirements or spend limits associated with using the Graybar U.S. Communities program.

Is the pricing from a local government competitively solicited agreement?

The U.S. Communities pricing is the same pricing used to win the electrical and comm/data public bids for the County of Los Angeles, California. The County of Los Angeles is the largest county in the United States and spends more money than 44 states do! Therefore, your agency can buy at these same levels regardless of their size. While every price is not the lowest in the country, the overall competitiveness of the agreement is outstanding.

Price & Shipping Information:

- Pricing applies to normally stocked Graybar materials. Discounts are based on List Price or Cost in effect at time of order.
- Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and is within the standard service area.
- Orders requiring same day or expedited next-day service, non-stock items, special order or special handling, and materials obtained from the manufacturer, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

How does it save time and money?

The key value for the agency is resource savings. Most agencies today are spread thinner than ever. Agencies are downsizing administrative departments and retiring or departing purchasing and maintenance positions are left unfilled. The Graybar U.S. Communities program provides a mechanism to save the time and costs associated with obtaining quotes or preparing bids. The time savings allow the department to accomplish its work tasks more efficiently with the personnel on hand.

What is Graybar's Quality Control Plan for The U.S. Communities Program?

Graybar's Quality Control Plan is founded in several principles:

- Grow agency participation in the US Communities program;
- Further penetration of applications and savings within agencies presently utilizing the US Communities program;
- Deliver an extremely high quality of support and service from the Graybar field organization through effective training, awareness and provision of effective support resources; and focus on and deliver quality products and service to every participating agency.

Our efforts to implement contract offers, and provide excellent service to our customers is a key component to our Corporate Service plan. Our experience through the program historically, has given us additional ideas on how to bring customers into the program effectively and also to work through lead sources to identify customers for addition to the program.

Ensuring all of our commitments are fulfilled is the core of our business plan; and we have a team of resources that is tasked with making sure the customers are brought into the program effectively, sales are grown through our offer and processes, and the resulting documentation is provided through our monthly reconciliation of the program fees.

Is Graybar ISO 9001:2008 certified?

Graybar is registered ISO 9001:2008 nationally, which offers a documented and detailed structure for handling customer complaints, issues or challenges. Customer issues are typically handled by the branches starting with communication to the sales or inside support staff. If resolution is not satisfactory the local management staff is responsible for intervention. At any time a customer is welcome to contact the district or corporate management staff to find resolution. Within the Government sector, complaints can be escalated to the District Government Manager or National Manager if local resolution is not satisfactory.

Our quality policy & objectives:

"Graybar Quality is a commitment to error-free performance. We are committed to continuous improvement through the Quality Process, assuring consistent conformance to customers' expectations".

We believe these objectives can only be achieved in our organization by a culture that embraces a customer focus and implements that focus through the daily involvement of every employee. We gauge our success by customer satisfaction.

All Graybar locations are 100% ISO 9001:2008 registered. We have been assessed and certified by National Quality Assurance (NQA), U.S.A., against the ISO 9000:2008 quality assurance management system standard. The approval is subject to the company maintaining its system to the required standards, which will be monitored by NQA, U.S.A. Graybar's registration to the ISO 9001:2008 quality standards, developed by the International Organization for Standardization in Geneva, Switzerland, represents a major achievement in establishing and maintaining a quality process.

How does Graybar outline the U.S. Communities Program to it's field sales team?

It is Graybar's corporate commitment to lead with the U.S. Communities contract to agencies that are eligible to use the program. Commercially, it is in our best interest to encourage customers to sign up for the program. Strategically, it is Graybar's marketing plan to provide products to state and local government customers nationwide utilizing the U.S. Communities contract vehicle. Given the breadth of applications and products that comprise the typical agency's power, infrastructure, lighting and controls environment, as compared to the products supported by, and dollars invested in, data, telecommunications and security, we expect the US Communities Electrical Agreement to always exceed the rate of purchases through the Telecommunications Supplies and Accessories contract. With that said, we are committed to a comparable rate of annual growth through each of the agreements and have seen the rate of growth in the Telecommunications agreement keep pace with growth in the Electrical contract.

The U.S. Communities program offers our best overall value to a state and local government agency. Through the utilization of the U.S. Communities program our experience has shown we typically save an agency 5% or more on their total spend when compared to the agencies existing strategy. Additional soft cost savings are recognized through the elimination of internal costs attributed to the reduction in the solicitation and internal paperwork or invoice payment processes.

It is the responsibility of the Graybar dedicated U.S. Communities sales team to ensure we are executing this marketing plan. The breadth and depth of communication, electrical, security, lighting and power products our contracts support provides customers with an exceptional procurement value.

Graybar thoroughly trains our sales force to sell our company's capabilities and simultaneously stress the value of the U.S. Communities contract during initial customer meetings. Armed with the knowledge of the products and capabilities Graybar has to offer, the customer recognizes the exceptional value of the Graybar/U.S. Communities program.

Graybar's relationship with the customer is typically through the Facilities, Maintenance or IT departments. Most often, the Director of Procurement is the person most interested in utilizing cooperative contracts in place of the bid process. Our sales process includes procurement management in addition to the actual users of the product. The stronger our relationship is with the customer, the easier it becomes for our customers to utilize the Graybar/U.S. Communities program.

Focus Areas

Graybar marketing efforts for our U.S. Communities customers will focus on intelligent buildings, data centers, security and energy efficiency. Our sales team will focus on identifying customer needs in the following areas:

- Reducing data center energy consumption
- Metering and monitoring
- Intelligent data center design
- Intelligent buildings
- Wireless
- Government-approved network solutions
- Physical Security
- Improving network security , access and speed
- Paging and notification
- Keyed and secure patching and raceway
- Energy assessments
- Complying with mandates on energy consumption; promoting sustainability
- New lamp technology
- Lighting retrofit
- Lighting control
- Building automation
- Commercial and industrial energy projects driven by Federal and state government funding
- Graybar PowerSmart

Training with the District territories will be in support of sales related activities supporting the initiatives and goals. Training is an important aspect to achieving our goals. Most training can be facilitated through group / individual Web Conference on a monthly basis with the branches. We also will have four (4) national conference calls in 2015 to provide major contract updates in January, April, July, and October. Any live training is always to be coordinated around sales activities with sales activities taking priority. As part of our training to the field we share sales figures for both Inside and outside the program. Our expectation is we stress the value of our program and continually move customers into the program reducing the percentage of business outside the program.

All Graybar districts have Directors of Sales who are regional experts on Government business within the territory. All districts also have highly-trained representatives covering government customers. Our internal & external field resources are trained to understand the agency customer, local procurement policies and agency customer requirements. Additionally, Graybar and US Communities have policies & procedures affiliated with the program that must be understood and followed.

- **Director of Sales:** The Directors are the first line of contact for the Strategic Contract Manager and regional field sales organization. The Director handles basic internal & external questions regarding the district's market, U.S. Communities program, competing contracts and local policies or requirements. The Directors facilitate and coordinate implementation of corporate initiatives and are the regional contact for association members or supplier partners.
- **Branch Managers:** Many local branch managers have responsibility for the application of field resources within their territory. We request branch management consult with the Strategic Contract Manager in regards to the State and Local Government agency customer assignment to ensure our plan is effective and message is consistent.
- **Field Sales:** We expect the field sales representatives and inside support teams to understand the State and Local Government agency customer, local procurement policies and agency customer requirements. We also expect the field to understand the basics of our contracts, where to apply them and how to recognize potential conflicts. The field must be aware of the District / Corporate objectives within the branch territory and sales assignments. They then act to proactively contact local agencies and expand participation in the program.

What measures are in place for “Price Verification”?

In 2009 we developed a resource to effectively monitor the transparency and pricing on our U.S. Communities contracts through the use of <https://shop.graybar.com>. We call it the “Price Verification Feature.” This feature provides the following:

- Provides U.S. Communities customers, the List Price, Net Price and coinciding contract discount for each line item.

- Displays over 150,000 line item discounts representing the most common items purchased on the program.
- Includes an invoice verification feature which enables the agencies to verify contract pricing compliance.

How does Graybar process our customer's orders?

Graybar offers many different methods for order processing including electronic exchange (EDI, XML, and flat file), Web-enabled self-service, e-procurement punch-in, e-catalog syndications to e-procurement applications, Web services, and traditional channels such as phone, fax, e-mail, and counter service. Technology enables all of these channels and focuses on making them seamless and efficient.

All customer orders, including orders from other Graybar locations, are the highest priority and must be handled accordingly. Orders are keyed into our SAP order-entry system upon receipt. Stock orders will be shipped as required by the customer, and shipping schedules must be met daily. Purchase orders for non-stock transactions shall be entered with suppliers the same day the order is received. It is Graybar's standard to process every order the same day as it is received.

How are orders shipped from Stock/Inventory?

Where the specialized nature or size of a particular shipment warrants, Graybar has products shipped directly from its suppliers to the place of use, while in other cases orders are filled from the Company's inventory.

On a dollar volume basis, approximately 61% of the orders are filled from Graybar's inventory and the remainder shipped directly from the supplier.

What is Graybar's Next Day delivery process?

Graybar ships most orders within 24 hours of receipt of order if available from Graybar inventory. Most orders received by 3:00 P.M. are scheduled for next day delivery.

What Procurement Support does Graybar provide?

As a leader in supply chain services, Graybar has worked with many companies who have changed and improved their procurement processes. We have worked with our customers to implement procurement card processing, electronic procurement supported by on-site or off-site electronic catalogs, system integration using EDI, XML, and other formats, and availability of online systems so our customers can place their own orders or simply check on price and availability before calling in their order. Unique processes such as verification of identify for purchasing, storeroom and on-site management, and support of kitting and bar coding are additional areas we can assist in during the procurement cycle. Your procurement process is backed by Graybar's large inventory and facility infrastructure. Our sophisticated forecasting and planning system ensures that the products that we stock, and you're looking for, are there when you need them.

What Billing Support does Graybar provide?

The billing options we support are numerous including standard invoicing (either paper or electronic), summary billing, bill on order completion, and evaluated receipt settlement. We also support credit card processing and County of Los Angeles's procurement card processing. Graybar also offers a financing option for large equipment or project purchases.

What is Graybar's Transaction Process Capabilities?

Customer Orders:

Graybar offers many different methods for order processing including electronic exchange (EDI, XML, and flat file), Web-enabled self-service, e-procurement punch-in, e-catalog syndications to e-procurement applications, Web services, and traditional channels such as phone, fax, e-mail, and counter service. Technology enables all of these channels and focuses on making them seamless and efficient.

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Transaction Process Capabilities:

Graybar's leading edge technology and logistics capabilities are raising the bar on performance and value for its customers. In October 2004 the company completed rolling out its \$100 million Enterprise Resource Planning (ERP) system throughout its domestic facilities, further enhancing operations and customer service. Enhancements to this system are ongoing and generally developed in-house.

Graybar's ERP system, was implemented in partnership with IBM, SAP and Deloitte Consulting, bringing greater supply chain efficiencies relative to buying, billing, and inventory management for Graybar, its customers, and its suppliers.

Graybar supports our customers' source-to-pay processes and have worked with companies that utilize large ERP systems as well as companies that still manage many of their processes manually.

Graybar U.S. Communities Program Pricing:

Graybar is pleased to present pricing schedules from our extensive product offering from best-in-class suppliers. Our goal is to provide unique opportunities for streamlining your supply chain and our network of over 250 stocking locations throughout North America means we have what you need, when you need it. Delivering innovative, integrated solutions is another way Graybar works to your advantage.

Pricing applies to normally stocked Graybar materials. Discounts are based on Graybar List Price or Cost in effect at time of order. The majority of pricing on the Graybar contracts is based on a list less discount structure. Cost-Plus discounting is used for market sensitive commodities and lighting fixtures. Graybar cannot sell at levels above the base contract price and reserves the right to offer a greater discount where large quantity purchases or special supplier negotiations are available. Pricing was established through competitive solicitation process with Los Angeles County, CA. Our Pricing Commitment through Los Angeles County and U.S. Communities agreements dictate that Graybar lead with the U.S. Communities contract first and foremost for any opportunity within the applicable government procurement segment. Our contracts represent pricing discounts from an extensive list of best-in-class suppliers offering unique opportunities to streamline your supply chain and find innovative or integrated solutions.

Web Ordering:

Graybar's web based order entry and management system provides a self-service mechanism for registered customers to check specific prices and product availability check order status, view invoices or place orders 24 hours a day, seven days a week. All information, as well as order placement, is available in real time. Payment options include open account and credit card.

Graybar's web application provides multiple ways to source products, eCatalog, Quick Entry and Favorites. Users have access to real time customer specific pricing and inventory.

Products can be searched for in the eCatalog using a variety of methods. Search for products using key words field, enter product description, manufacturer name, manufacturer catalog number, Graybar ID number, or manufacturer's product code. It is not necessary to key the slashes and dashes when entering a manufacturer part number. You can search by keying partial information and using a wild card (*) indicator to search for product.

Graybar's eCatalog contains over 150,000 fully attributed and searchable items. The eCatalog contains most of the top moving products from our vendors. The eCatalog contains detailed product descriptions,

product attributes and pictures. In addition, the Graybar eCatalog has access to manufacturer specification sheets as well as Material Safety Data Sheets (MSDS).

Quick Entry is the quickest way to source products by your part number, manufacturer part number, Graybar Part Number or UPC Number.

Favorites are a way to source products that you repetitively purchase from Graybar. Users can create and save a list of items they frequently purchase from Graybar.

Graybar's web based quotation system lets a user create and submit a quote, retrieve a quote and convert it into an order. A quote request is automatically uploaded into Graybar's ERP system for processing. After the quote has been processed and is ready for review an E-mail notification is sent to the requester advising the processed quote is available for retrieval and viewing in Graybar.com. A PDF copy of the completed quote is also included in the e-mail.

Graybar's web based application provides real time order status information for all of your orders. Orders can be accessed by your order number, Graybar Sales Order Number, invoice number, date range or order status, (open, completed or all). Our application provides a link to UPS and Federal Express for tracking orders. In addition, our application has multiple invoice search options, invoice number, date range and status (paid, unpaid and all). All invoices can be accessed and printed.

Customer Administration allows a customer to update their account profile, create, manage and inactivate users, assign rights to users and set an order limit by user. The Customer Administrator assigns a user type (Customer Administrator and Customer User), user ID and password to each user profile created in the application. A Customer Administrator is allowed to create, manage and inactivate user profiles. A Customer User has update rights to only their profile. The User ID and password is authenticated when the user logs into the application.

Ability to provide "Proof of Delivery/Tracking":

Graybar received widespread recognition in 2008 for the Graybar Delivery Advantage, a

mobile resource management system that tracks and documents deliveries made by

Graybar drivers. Developed with customer input, the Graybar Delivery Advantage enables

us to provide customers with real-time delivery status and other valuable details on incoming deliveries.

Our innovative system gives you critical details on incoming deliveries, including:

- Exact delivery date and time
- Electronic image of recipient signature
- Electronic image of delivered product
- Aerial view of delivery location

Graybar drivers gather delivery information using their mobile phones – running

Xora TimeTrack service – while the built-in GPS tracks the driver's location. To check on

a delivery, you just contact your customer service representative for complete details.

Lead-Time Updates:

We provide lead-time updates by phone, e-mail, fax, or EDI at the customer's preference. Most products are available to our customers the same day in our branches, while others are just a day away. This allows our customers to concentrate on their business knowing that Graybar can meet their product availability needs.

Process for controlling lead-time

Graybar manages inventory through SAP. SAP provides inventory management tools that assist in demand forecasting, replenishment, and meeting customer required delivery dates. Inventory is staged at the appropriate Graybar branch or zone warehouse and coordinated with manufacturers to meet the required customer requested date.

Consolidation of Orders:

Graybar uses the order consolidation process when items for a single customer order are being obtained from various sources and are to be re-shipped as one shipment to the customer. The items are transferred to a Graybar branch location, from one or more Graybar shipping locations, for reshipment to the customer on a single Graybar invoice number. The Graybar invoice number at the receiving location may also include items from its own local inventory.

How is Graybar's U.S. Communities Program Pricing offered in the contract?

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What are Graybar's Pricing Compliance and Internal Audit Procedures?

We take measures to ensure accurate pricing for participating agencies. Graybar's U.S. Communities Program Managers are the only people authorized to change a price in the system nationally. Safeguards do not allow the districts or branch to modify the national price hierarchy. Local price change access is available only to share cost savings when applicable to a local market or customer. If we discover anyone intentionally selling above the contract price, we coach on the issue, document the cause, and take the appropriate course of disciplinary action.

Graybar also performs quarterly audits of the national pricing hierarchy for the U.S. Communities program. Stuart Jaeger, Director of Finance administers the internal and external audits for Graybar. All results are shared and discussed with the Graybar Program Managers, Rob Rhoads and Jeff Peskuski. Any corrective actions needed would be reviewed and approved by Vice President of Strategic Accounts.

Graybar's U.S. Communities Strategic Contract Managers, Jeff Peskuski and Rob Rhoads, have developed ongoing training meetings and conference calls with district management and government sales reps. The meetings are instrumental in providing updates to the contract, best practices, and specific contract guideline/compliance training. The goal is to proactively train the Graybar sales force to prevent any concerns from our customers.

Graybar takes policies and procedures very seriously as an ISO 9001:2008 registered corporation. ISO-registered organizations document what they do and do what they document. The registration process shows us where we can improve service levels, streamline the way we do our jobs, and drive costs down. All this makes for a productive organization that can stay focused on what is important - delivering superior distribution service to our customers.

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Our innovative system gives you critical details on incoming deliveries, including:

- Exact delivery date and time
- Electronic image of recipient signature
- Electronic image of delivered product
- Aerial view of delivery location

With the ability to pinpoint a delivery at any time, we can provide you with real-time delivery status. Developed from a contractor survey with input from customers like you, the Graybar Delivery Advantage gives you the information you need to keep things moving for greater productivity and profitability. The Graybar Delivery Advantage was recognized recently with inclusion in the "20 Great Ideas" listing in conjunction with the InformationWeek 500 awards.

Graybar drivers gather delivery information using their mobile phones – running Xora TimeTrack service – while the built-in GPS tracks the driver's location. To check on a delivery, you just contact your customer service representative for complete details.

Are Lead-Time Updates offered?

We provide lead-time updates by phone, e-mail, fax, or EDI at the customer's preference. Most products are available to our customers the same day in our branches, while others are just a day away. This allows our customers to concentrate on their business knowing that Graybar can meet their product availability needs.

What is the process for controlling lead-time?

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Will Graybar use Consolidation of Orders?

Graybar uses the order consolidation process when items for a single customer order are being obtained from various sources and are to be re-shipped as one shipment to the customer. The items are transferred to a Graybar branch location, from one or more Graybar shipping locations, for reshipment to the customer on a single Graybar invoice number. The Graybar invoice number at the receiving location may also include items from its own local inventory.

Does Graybar offer Summary Billing?

Graybar can provide U.S Communities participating agencies summary billing. The information provided summarizes billing by purchase order number or by invoice number. The agency must decide what format is preferred or required. In summary billing, all invoices to the customer are summarized on one report. These reports can be made available on a daily, weekly, bi-monthly, or monthly basis.

The advantages of summary billing are:

- Reduces accounting transactional costs
- Reduces purchasing transactional costs
- Reduces number of invoices received
- Improves the quality of information on the invoices received
- Simplifies cost accounting

The billing options we support are numerous including standard invoicing (either paper or electronic), summary billing, bill on order completion, and evaluated receipt settlement. We also support credit card processing and U.S. Communities participating agencies' procurement card processing. Graybar also offers a financing option for large equipment or project purchases.

What are Graybar's Controls To Reducing Cost?

We have aggressively campaigned with our suppliers for improved costs to serve customers through the contract. Our ability to explain the value of this contract to them based on our experience, has generated more discounts than any previous contract. Our ability to sell material for less depends on our pricing from our suppliers, and we have received good support on this request for proposal.

The benefit for the public agency is improved pricing at a time when all spending is being monitored and restricted due to funding shortfalls at almost all local agencies nationwide.

Graybar's long-term investments in technology provide a staggering amount of information about the business. We introduced new reports that allow managers to track key performance drivers, including sales, profitability, financial management and operational efficiency - all delivered to the desktop.

We've completed a yearlong project to upgrade Graybar's voice and data services. This new network delivers increased capacity at a substantially lower cost. We were also pleased to introduce wireless Internet access at all Graybar locations, enabling our customers and suppliers to stay connected while conducting business at Graybar. Work has been completed on a large-scale migration to a Microsoft platform, which offers greater reliability of our local networks and enhanced functionality.

We have enhanced inventory management through a new batch management program to improve accuracy and reduce waste in managing wire and cable inventories.

Improvements have been made in key processes such as demand forecasting, inventory replenishment, handling returns and eliminating excess inventory. These initiatives helped us grow our business while effectively managing our inventory investment.

Handling customer orders effectively is a top priority at Graybar. We launched a new order interface that simplifies the order entry process for customer service representatives. We also streamlined the process of handling credit cards and improved our counter sales processes to offer greater flexibility for customers. ShopGraybar, our online order processing system, was enhanced to better serve all customers.

We have introduced a new delivery technology that allows us to efficiently monitor Graybar truck deliveries and capture valuable data that will allow us to improve our service levels. By integrating electronic delivery information from third-party carriers, we are able to facilitate a smoother flow of information for verifying customer deliveries.

The largest cost drivers for Graybar are order size, multiple shipments for the same materials, payment terms, ordering errors and returns, and committed inventories. Since we have committed to freight allowed local deliveries, the small orders that do not cover the cost of shipping are a burden to the overall profitability of some agency relationships. The greater percentage of an agency's business that we earn, with an order average size over \$1,000, the more cost effective the relationship is.

Graybar - U.S. Communities Program

SERVING LOCAL GOVERNMENT

Solutions That Work To Your Advantage!



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



Graybar U.S. Communities Contracts

Electrical/Lighting | #MA-IS-1340234

Telecommunication
Supplies/Security | #MA-IS-1540125

Maximize savings on electrical, lighting, data/communication, networking and security products while improving procurement efficiency.

Graybar is the awarded supplier of these materials through the U.S. Communities Program, a national purchasing cooperative developed by government agencies utilizing the pooled power of public agencies nationwide.

graybar.com/uscommunities | 1-800-GRAYBAR
uscommunities@graybar.com | uscommunities.org



Why U.S. Communities through Graybar?

As a leading distributor of electrical, communications, data networking and security products, Graybar helps its customers power, light, network and secure their facilities with speed, intelligence and efficiency.

Satisfies Three Bid Process

The Graybar-U.S. Communities contracts were formed specifically to meet the "Joint Powers Authority" for "Cooperative Purchasing" programs via a competitive solicitation bid by a lead public agency, Los Angeles County, CA. These contracts satisfy the competitive solicitation requirement of public agencies in nearly every state. Participating public agencies invest less time and money in the procurement process, leveraging the aggregate volume of other state, local government and educational agencies nationwide.

Leading Association Sponsorship

The U.S. Communities program is sponsored and recognized by the National Association of Counties, the National League of Cities, the U.S. Conference of Mayors, the Association of School Business Officials International, National Recreation and Parks Association and the National Governors Association.

No Cost to Participate

There are no costs or spend limits to participate in the U.S. Communities program. Simply register online at uscommunities.org. Registration does not obligate you to purchase through the program, but it does introduce you to a wide range of products and services at outstanding prices.

Best-in-Class Products

Graybar represents the leading manufacturers of electrical, lighting, data/communications, networking and security products. We provide comprehensive product and service solutions to help maximize your facilities' efficiency and save you money.

Power and Lighting Services

Graybar provides support for electrical products sold through our contract and communication products where electrical components are involved. Services include: Analysis, repair, retrofit and installation.

eCommerce – U.S. Communities Marketplace

Connect with Graybar through ShopGraybar, the U.S. Communities ePortal, Private Marketplaces or Punch-Out. We make it easy for customers to find products, place orders, check on transactions and much more – 24/7.

Customer Focus

Graybar has developed an unmatched selection of value added services and solutions to support the products we distribute daily. We are committed to satisfying our customers through delivery of consistent, reliable and quality service.

Graybar U.S. Communities Program Managers

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jeff.peskuski@graybar.com

Rob Rhoads
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PROUD MEMBER OF THE:



Contracts: Products and Services



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

Electrical and MRO



Power Distribution



Motor and Power Control



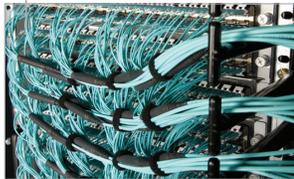
Plant, Industrial and Utility Products



Voice and Data Communication



Fiber and Copper Cable and Connectivity



Wireless and Mobile Communication



Metering, Tools and Testing



Lamps and Lighting Products



LED Indoor/Outdoor Lighting



LED Roadway and Parking Lighting



Energy Management and Lighting Controls



Security Products



Entrance Protection



Paging and Notification



Safety



Inventory and Stores Solutions



Lighting and Power Services/ROI



eBusiness



Recycling Services



PROUD MEMBER OF THE:



Updated: February 2, 2016 | #801184 16-031 (2/16)

AMA OFFICIAL POLICY STATEMENT: June 14, 2016

AMA Adopts Community Guidance to Reduce the Harmful Human and Environmental Effects of High Intensity Street Lighting

For immediate release:

June 14, 2016

CHICAGO - Strong arguments exist for overhauling the lighting systems on U.S. roadways with light emitting diodes (LED), but conversions to improper LED technology can have adverse consequences. In response, physicians at the Annual Meeting of the American Medical Association (AMA) today adopted guidance for communities on selecting among LED lighting options to minimize potential harmful human and environmental effects.

Converting conventional street light to energy efficient LED lighting leads to cost and energy savings, and a lower reliance on fossil-based fuels. Approximately 10 percent of existing U.S. street lighting has been converted to solid state LED technology, with efforts underway to accelerate this conversion.

"Despite the energy efficiency benefits, some LED lights are harmful when used as street lighting," AMA Board Member Maya A. Babu, M.D., M.B.A. "The new AMA guidance encourages proper attention to optimal design and engineering features when converting to LED lighting that minimize detrimental health and environmental effects."

High-intensity LED lighting designs emit a large amount of blue light that appears white to the naked eye and create worse nighttime glare than conventional lighting. Discomfort and disability from intense, blue-rich LED lighting can decrease visual acuity and safety, resulting in concerns and creating a road hazard.

In addition to its impact on drivers, blue-rich LED streetlights operate at a wavelength that most adversely suppresses melatonin during night. It is estimated that white LED lamps have five times greater impact on circadian sleep rhythms than conventional street lamps. Recent large surveys found that brighter residential nighttime lighting is associated with reduced sleep times, dissatisfaction with sleep quality, excessive sleepiness, impaired daytime functioning and obesity.

The detrimental effects of high-intensity LED lighting are not limited to humans. Excessive outdoor lighting disrupts many species that need a dark environment. For instance, poorly designed LED lighting disorients some bird, insect, turtle and fish species, and U.S. national parks have adopted optimal lighting designs and practices that minimize the effects of light pollution on the environment.

Recognizing the detrimental effects of poorly-designed, high-intensity LED lighting, the AMA encourages communities to minimize and control blue-rich environmental lighting by using the lowest emission of blue light possible to reduce glare. The AMA recommends an intensity threshold for optimal LED lighting that minimizes blue-rich light. The AMA also recommends

all LED lighting should be properly shielded to minimize glare and detrimental human health and environmental effects, and consideration should be given to utilize the ability of LED lighting to be dimmed for off-peak time periods.

The guidance adopted today by grassroots physicians who comprise the AMA's policy-making body strengthens the AMA's policy stand against light pollution and public awareness of the adverse health and environmental effects of pervasive nighttime lighting.

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AMA Media and Editorial

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WWW.CCN.COM

Doctors issue warning about LED streetlights

THE CONVERSATION

By Richard G. "Bugs" Stevens, The Conversation

Updated 2:00 PM ET, Tue June 21, 2016



The Sixth Street bridge over the Los Angeles River looks a bit different with old, left, and new streetlights

Story highlights

- The American Medical Association urges communities to minimize health and environmental risks
- White LEDs are thought to be five times more effective at suppressing melatonin than sodium lamps

The American Medical Association (AMA) has just adopted an [official policy statement](#) about street lighting: cool it and dim it.

The statement, adopted unanimously at the AMA's annual meeting in Chicago on June 14, comes in response to the rise of new LED street lighting sweeping the country. An AMA committee issued guidelines on how communities can choose LED streetlights to "minimize potential harmful human health and environmental effects."

Municipalities are replacing existing streetlights with efficient and long-lasting LEDs to save money on energy and maintenance. Although the streetlights are delivering these benefits, the

AMA's stance reflects how important proper design of new technologies is and the close connection between light and human health.

The AMA's statement recommends that outdoor lighting at night, particularly street lighting, should have a color temperature of no greater than 3000 Kelvin (K). [Color temperature](#) (CT) is a measure of the spectral content of light from a source; how much blue, green, yellow and red there is in it. A higher CT rating generally means greater blue content, and the whiter the light appears.

A white LED at CT 4000K or 5000K contains a high level of short-wavelength blue light; this has been the choice for a number of cities that have recently retrofitted their street lighting such as Seattle and New York.

[Explainer: What is seasonal affective disorder?](#)

But in the wake of these installations have been complaints about the harshness of these lights. An extreme example is the city of Davis, California, where the residents demanded a [complete replacement](#) of these high color temperature LED street lights.

Can communities have more efficient lighting without causing health and safety problems?

Two problems with LED street lighting

An incandescent bulb has a color temperature of 2400K, which means it contains far less blue and far more yellow and red wavelengths. Before electric light, we burned wood and candles at night; this artificial light has a CT of about 1800K, quite yellow/red and almost no blue. What we have now is very different.

The new "white" LED street lighting which is rapidly being retrofitted in cities throughout the country has two problems, according to the AMA. The first is discomfort and glare. Because LED light is so concentrated and has high blue content, it can cause severe glare, resulting in pupillary constriction in the eyes. Blue light scatters more in the human eye than the longer wavelengths of yellow and red, and sufficient levels can [damage the retina](#). This can cause problems seeing clearly for safe driving or walking at night.

You can sense this easily if you look directly into one of the control lights on your new washing machine or other appliance: it is very difficult to do because it hurts. Street lighting can have this same effect, especially if its blue content is high and there is not appropriate shielding.

The other issue addressed by the AMA statement is the impact on human circadian rhythmicity.

Color temperature reliably predicts spectral content of light -- that is, how much of each wavelength is present. It's designed specifically for light that comes off the tungsten filament of an incandescent bulb.

However, the CT rating does not reliably measure color from fluorescent and LED lights. Another system for measuring light color for these sources is called correlated color temperature (CCT). It adjusts the spectral content of the light source to the color sensitivity of human vision.

Using this rating, two different 3000K light sources could have fairly large differences in blue light content.

Therefore, the AMA's recommendation for CCT below 3000K is not quite enough to be sure that blue light is minimized. The actual spectral irradiance of the LED -- the relative amounts of each of the colors produced -- should be considered, as well.

The reason lighting matters

The AMA policy statement is particularly timely because the new World Atlas of Artificial Night Sky Brightness just appeared last week, and street lighting is an important component of light pollution. According to the AMA statement, one of the considerations of lighting the night is its impact on human health.

In previous articles for The Conversation, I have described how lighting affects our [normal circadian physiology](#), how this could lead to some [serious health consequences](#) and most recently how [lighting the night affects sleep](#).

In the case of white LED light, it is estimated to be [five times more effective at suppressing melatonin](#) at night than the high pressure sodium lamps (given the same light output) which have been the mainstay of street lighting for decades. Melatonin suppression is a marker of circadian disruption, which includes disrupted sleep.

Bright electric lighting can also [adversely affect wildlife](#) by, for example, disturbing migratory patterns of birds and some aquatic animals which nest on shore.

Street lighting and human health

The AMA has made three recommendations in its new policy statement:

First, the AMA supports a "proper conversion to community based Light Emitting Diode (LED) lighting, which reduces energy consumption and decreases the use of fossil fuels."

Second, the AMA "encourage[s] minimizing and controlling blue-rich environmental lighting by using the lowest emission of blue light possible to reduce glare."

Join the conversation

See the latest news and share your comments with CNN Health on [Facebook](#) and [Twitter](#).

Third, the AMA "encourage[s] the use of 3000K or lower lighting for outdoor installations such as roadways. All LED lighting should be properly shielded to minimize glare and detrimental human and environmental effects, and consideration should be given to utilize the ability of LED lighting to be dimmed for off-peak time periods."

There is almost never a completely satisfactory solution to a complex problem. We must have lighting at night, not only in our homes and businesses, but also outdoors on our streets. The need for energy efficiency is serious, but so too is minimizing human risk from bad lighting, both due to glare and to circadian disruption. LED technology can optimize both when properly designed.

Richard G. "Bugs" Stevens is a professor in the School of Medicine at the University of Connecticut.

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June 21, 2016

LED Street Lighting

The American Medical Association's (AMA) recently adopted [community guidance on street lighting](#) adds another influential voice to issues that have been discussed in the lighting community for some time now, regarding light at night, its potential impacts on human health and the environment, and how best to minimize those impacts. While the AMA's guidance is intended to reduce the harmful human and environmental effects of street lighting in general, it focuses on LEDs in particular. But it's important to note that these issues are neither new nor restricted to LED technology.

As explained in the DOE Fact Sheet [True Colors](#), there's nothing inherently different about the blue light emitted by LEDs; that is, at the same power and wavelength, electromagnetic energy is the same, regardless of source type. And as the potential for undesirable effects from exposure to light at night emerges from evolving research, the implications apply to *all* light sources — including, but by no means limited to, LEDs. Further, these research results are often also relevant to light we receive from televisions, phones, computer displays, and other such devices.

While there's nothing inherently dangerous about LED lighting, it should be used with the same prudence with which we use any other technology. This means that although LED lighting is an energy-efficient way to illuminate streets, it's important to direct the light only where it's needed; to make sure the emitted spectrum supports visibility, safety, and the health of humans and other living creatures; and to limit glare for pedestrians, bicyclists, and drivers.

In that regard, LEDs have a number of distinct advantages over other lighting technologies. For one thing, their dimmability means LED street lighting systems can now provide only the level of illumination needed at any given time — which is nearly impossible for conventional street lighting products. And LEDs also offer a high degree of control over the pattern and evenness of light on the ground. By contrast, conventional lamp-based technologies produce light in all directions, so more than half of the output is typically redirected toward the desired target by means of reflectors and lenses. This results in a considerable amount of light spilling in unwanted directions and spreading unevenly across the area, which not only wastes energy but may also cause light-at-night problems, such as impacts on wildlife. When an LED replaces an incumbent product, such as a high-pressure sodium streetlight, the LED can often meet the illumination requirement with only half of the total lumens of the incumbent lamp.

What's more, unlike other lighting technologies, the spectral content of LEDs can be tailored to order — which means that, for example, the blue light emitted can be

minimized. As noted above, there isn't anything special about the blue light emitted by an LED. The "blue" spectrum of visible light actually covers a range of wavelengths, from blue-violet to blue-green, although there's no specific definition of "blue light." Correlated color temperature (CCT) is a rough measure of the balance of energy in a spectrum, with lower values indicating relatively less blue content. While CCT doesn't explicitly characterize the potential for nonvisual effects, it's generally able to indicate the spectrum-specific potential for these effects, which also critically depend on quantity and duration of exposure. In point of fact, if one compares the blue content of an LED source with that of any other source, with both sources at the same CCT, the LED source emits about the same amount of blue. This applies to halogen, fluorescent, high-pressure sodium, metal halide, induction, and other source types.

LED street lighting products are available in a range of possible CCTs. Exterior LED lighting products with lower CCTs are now relatively easy to find (although, typically, they're slightly less energy-efficient than those with higher CCTs). At extremely low CCTs, such as the 2200K of high-pressure sodium, the light no longer appears white, and colors can be substantially distorted, reducing visibility. Low CCTs may be beneficial for reducing nonvisual impacts, but they may also reduce the effectiveness of the lighting, potentially even requiring designs with more lumens — which may completely negate the effects of reducing the relative amount of blue light emission.

Some media coverage of concerns about blue light, light at night, and dark-sky issues can give the impression that LEDs are the enemy, when in fact they're a critical part of the solution, which the AMA acknowledges. It's important to remember that these issues have been around for decades, long before the emergence of LED technology. The key takeaway from the AMA's guidance is the importance of properly matching lighting products with the given application, no matter what technology is used. More than any other technology, LEDs offer the capability to provide, for each application, the right amount of light, with the right spectrum, where you need it, when you need it.

Best regards,
Jim Brodrick

As always, if you have questions or comments, you can reach us at postings@akoyaonline.com.

July 26, 2016

RESOLUTION

**CONSIDERING THE PURCHASE OF A
COMMERCIAL LAWN MOWER**

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, the Village Parks and Recreation Superintendent has recommended that the Village Board of Trustees authorize the purchase of a commercial lawn mower (John Deere 1575 Commercial Front Mower) for use by the Parks Department in maintaining Village-owned fields; and

WHEREAS, Deere & Company was awarded NYS OGS Contract PC66663/NJPA Contract No. 070313-DAC on the basis of best value in accordance with the New York General Municipal Law; and

WHEREAS, on March 11, 2014 the Village of Rye Brook Board of Trustees adopted a local law pursuant to New York General Municipal Law §103(1) to authorize the award of and piggybacking upon certain purchase contracts subject to competitive bidding on the basis of best value, as defined in Section 163 of the New York State Finance Law; and

WHEREAS, it is in the best interests of the Village to purchase the John Deere 1575 Commercial Front Mower through NYS OGS Contract PC66663/NJPA Contract No. 070313-DAC which was awarded on the basis of best value because the purchase is expected to result in savings to the Village over time; will allow the Village to maintain fleet consistency, warranty and longevity; the equipment is interchangeable with other equipment currently owned by the Village; and the manufacturer has a reputation for providing quality goods and services; and

WHEREAS, the Village of Rye Brook saves the cost and expense of seeking competitive bids or requests for proposals for the purchase of the lawn mower by utilizing NYS OGS Contract PC66663/NJPA Contract No. 070313-DAC; and

WHEREAS, on July 11, 2016 and July 12, 2016 the Village received quotes from two local dealers utilizing the pricing authorized by the NYS OGS and NJPA contracts (23% discount of MSRP), as follows:

\$42,540.88
\$43,111.92.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees hereby authorizes the purchase of a John Deere 1575 Commercial Front Mower through NYS OGS Contract PC66663/NJPA Contract No. 070313-DAC which was awarded on the basis of best value, in an amount not to exceed \$43,111.92, for the reasons set forth herein.

BE IT FURTHER RESOLVED that the Mayor and Administrator are authorized to sign any documents necessary for the implementation of this resolution.

State Contract Award Notices - Commodities

Heavy Equipment (National Joint Powers Alliance Piggybacks) (Statewide)	
Award Document  <small>(Updated / Revised)</small>	Contract Period: July 03, 2014 - October 21, 2018
Contract Updates 	Group: 40625 Award: PGB-22792
Contractor Info 	Use of Contracts: All State Agencies and Political Subdivisions
Equipment 	Contact Person: Michael Riley Telephone: (518) 474-6716 Fax: (518) 473-4050
How To Use 	Contract Issued: July 08, 2014 Contract Updated: June 09, 2016
Historical Details 	
Customer Service	
Description: This award includes a wide variety of heavy duty equipment including but not limited to aerial lift trucks, backhoes, compaction rollers, compressors, dozers, graders, excavators, mowing tractors and mowing attachments.	
Install Free Adobe Acrobat Reader for PDF Documents The above PDF files are available in text by calling Customer Services at (518) 474-6717.	



Office of
General Services

Procurement
Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Dealer Changes for John Deere Shared Services Inc.

DATE: April 15, 2016

AWARD #: PGB-22792

GROUP #: 40625

AWARD DESCRIPTION: Heavy Equipment (National Joint Powers Alliance and The Cooperative Purchasing Network Contract Piggybacks (Statewide))

CONTRACT PERIOD: November 10, 2014 to February 19, 2018

CONTACT: Michael Riley | 518-474-6716 | michael.riley@ogs.ny.gov

CONTRACT NO.: PC67075 **CONTRACTOR:** John Deere Shared Services, Inc. d/b/a Deere Construction Retail Sales

John Deere Shared Services, Inc. has updated their contract by authorizing Five Star Equipment Inc., Jesco, Inc., Nortrax Inc., and Nortrax NNE LLC to accept purchase orders, deliver, issue invoices and collect payment on their behalf. Products affected by this change are limited to the purchase of backhoes, 4WD loaders, motor graders, dozers, and excavators.

Further details may be found on the OGS website at:
<http://www.ogs.ny.gov/purchase/spg/awards/4062522792CAN.HTM>

All other terms and conditions under this Award remain the same.

22792p12

Group 40625– Award 22792, Heavy Equipment

HOW TO USE THE CONTRACTS

July 8, 2014

PIGGYBACK CONTRACTS

Group 40625, Award 22792 includes "piggyback" contracts made between OGS and the Contractors (see the "Award Document" page linked from <http://www.ogs.ny.gov/purchase/spg/awards/4062522792Can.htm>). The terms and conditions of the Piggyback Contracts (see the "Contractor Information" page linked from <http://www.ogs.ny.gov/purchase/spg/awards/4062522792Can.htm>) shall supersede any conflicting terms and conditions set forth in the Master Contracts. The Master Contracts are contracts established by the National Joint Powers Alliance (NJPA); <http://www.njpacoop.org>.

PROCUREMENT RECORD

When placing purchase orders under the contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

- a. a statement of need and associated requirements,
- b. obtaining all necessary prior approvals,
- c. a summary of the contract alternatives considered for the purchase,
- d. the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE AND DISCOUNT

New York State Contract discounts are listed on the "Contractor and Pricing Information" pages linked from the "Contractor Information" page located at <http://www.ogs.ny.gov/purchase/spg/awards/4062522792Can.htm>). The Contractor's price list may be obtained by following the link on the "Contractor and Pricing Information" page, or by contacting the Contractor's Centralized Contract Contact.

1. **MINIMUM ORDER.** There are no minimum order quantities under the Master Contract or this Piggyback Contract.
2. **PRICE AND DISCOUNTS.** Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

In the alternative, shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

3. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

4. "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the commodities included in the Piggyback Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)(v). This means that State agencies can purchase commodities from sources other than the Contractor provided that such commodities are substantially similar in form, function or utility to the commodities herein and are:

- A. lower in price
-and/or-
- B. available under terms that are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

5. State agencies are reminded that the Contractor must be provided an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit.

PRODUCT DELIVERY

Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise agreed by the Authorized User and Contractor, delivery shall be made within ninety calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

OVERLAPPING CONTRACT ITEMS

Products/services available under this Piggyback Contract may also be available from other New York State contracts, including those listed below. Authorized Users are advised to select the most cost effective procurement alternative that meets their program requirements, and to document the basis for this selection in the procurement record.

1. Group 37000, Award 21459, Mowing Equipment, Commercial and Golf Riding Type
(<http://www.ogs.ny.gov/purchase/spg/awards/3700021459Can.htm>)
2. Group 39101, Award 21342, Pallet/Forklift Trucks (Electric and LPG)
(<http://www.ogs.ny.gov/purchase/spg/awards/3910121342Can.htm>)
3. Group 40603, Award 22063, Wheel Loaders
(<http://www.ogs.ny.gov/purchase/spg/awards/4060322063Can.htm>)
4. Group 45001, Award 22186, Turf Utility Vehicles
(<http://www.ogs.ny.gov/purchase/spg/awards/4500122186Can.htm>)

PURCHASE ORDERS

Purchase Orders shall be effective and binding upon Contractor when placed in the mail or electronically transmitted during this Piggyback Contract period addressed to the Contractor at the address for receipt of orders designated in the Master Contract or Contract Award Notification. Any discrepancies between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Piggyback Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. If an Authorized User of the Piggyback Contract adds written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Piggyback Contract, the Contractor may reject the Purchase Order within five (5) business days of its receipt or fulfill the Purchase Order. Prior to rejection of any additional terms and conditions to the Purchase Order, the Contractor has an obligation to attempt to negotiate the additional written terms and conditions in good faith with the Authorized User. For more details on these provisions, See Appendix B, Section 44, *Purchase Orders*.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "*Participation in Centralized Contracts*" in Appendix B, *OGS General Specifications*.

Upon request, all eligible non-state agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use state contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS NYSPRO Customer Services at 518-474-6717.

POOR PERFORMANCE

Authorized Users should notify NYSPRO Customer Services promptly if the Contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services	Tel: 518-474-6717
New York State Procurement	Fax: 518-474-2437
Customer Services Coordination	E-mail: customer.services@ogs.ny.gov
38th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

* * * *

Group 40625– Award 22792, Heavy Equipment

Deere & Company,

Contractor and Pricing Information

September 23, 2015

Contract #	Contractor & Address	Centralized Contract Contacts	Federal ID NYS Vendor ID
NYS Contract: PC66663	Deere & Company 2000 John Deere Run Cary, NC 27513	Name: Andrew Hill Phone: (919) 804-2055 Email: GocContractSupport@JohnDeere.com	Federal ID 362382580
NJPA Contract: 070313-DAC		Name: Richard Williford Phone: (919) 720-2749 Email: WillifordRichardA@JohnDeere.com	NYS Vendor ID 1000009176
Order Management Department: (800) 358-5010; Email: GNSShared@JohnDeere.com			
Business Hours: 8am to 5pm. Monday – Friday.			

Contract Price and Discounts

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

Link to Contractor Price List (List Prices): John Deere Nationally Published Price Lists for all John Deere equipment may be found at www.johndeere.com. From the main website (1) select "USA" as your region or country, (2) select "Build Your Own" under the drop-down menu for "Buying & Financing," (3) click on the underlined "Build Your Own" to open a new window where you may choose your category of equipment.

Discounts and authorized dealers follow on the ensuing pages. Purchase orders should be sent to John Deere at the address above.

Price Book Tabs	Product Descriptions	Discounts off MSRP
L21	Residential Zero-Turn-Radius Mowers & Equipment	0%
L25	Lawn Tractors (D100s only) & Equipment	0%
L25	Lawn Tractors (X300s only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	13%

Price Book Tabs	Product Descriptions	Discounts off MSRP
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equip.	23%
C20	Compact Utility Tractors & Equipment	17%
C25	Equipment for Compact Utility Tractors	17%
C39	Recreational Utility Vehicles & Equipment	16%

22792cna_DeereCompanyPC66663_2015-09-23/SWFleetmr

Price Book Tabs	Product Descriptions	Discounts off MSRP
C40	Mid Duty Crossover Utility Vehicles & Equipment	16%
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	16%
C42	Traditional Utility Vehicles & Equipment	16%
C47	HPX Utility Vehicles & Equipment	16%
G10	Reel Mowers & Equipment	22%
G15	Special Application Mowers & Equipment	22%
G20	Special Application Vehicles & Equipment	22%
G25	Aeration & Equipment	22%
G30	Debris Maintenance & Equipment	22%

Price Book Tabs	Product Descriptions	Discounts off MSRP
Frontier	Cutting & Mowing	18%
	Hay & Forage	18%
	Landscaping	18%
	Material Handling	18%
	Planting & Seeding	18%
	Snow	18%
	Golf	18%

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$15,000?	No.
Does Contractor offer Prompt Payment Discounts?	No.
See following pages for dealer listing	

Authorized Dealers

Note: Deere & Company is the contractor and has independent authorized John Deere dealers listed below to receive purchase orders on behalf of them. Dealers will assist the contract user with configuring the product and then provide a written quote which will itemize contract pricing enabling the contract user to place their purchase order. The purchase order must be made out to Deere & Company and be mailed or emailed to the dealer who will then upload the order into Deere's Order Management Department. Purchase orders must reference the NYS contract number and the appropriate dealer. Deere & Company will invoice contract users directly. Deere & Company will continue to assume full responsibility for all terms and conditions of the contract.

Dealer Name	Address	City	Zip	Phone	Fax	SBE?	Contact Person	Email Address
ADAMS POWER EQUIPMENT	741 DUTCHESS TURNPIKE	POUGHKEEPSIE	12603	8454540307	8454540871	Yes	Gov't Sales Rep	adamspower@adamsfarms.com
CAZENOVIA EQUIPMENT CO., INC	2 REMINGTON PARK DRIVE	CAZENOVIA	13035	3156558620	3156558433	Yes	Gov't Sales Rep	BHATHORN@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	809 E. GENESEE STREET	CHITTENANGO	13037	3156873309	3156875295	Yes	Gov't Sales Rep	DMURRAY@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	8186 SENECA TURNPIKE	CLINTON	13323	3157349015	3157349305	Yes	Gov't Sales Rep	BMARSHALL@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	3892 ROUTE 11 SOUTH	CORTLAND	13045	6077565693	6077531603	Yes	Gov't Sales Rep	EBURROUGHS@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	2393 US ROUTE 11	LAFAYETTE	13084	3156779328	3156773453	Yes	Gov't Sales Rep	DMURRAY@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	5570 SHADY AVENUE	LOWVILLE	13367	3153763581	3153768225	Yes	Gov't Sales Rep	ballen@cazequip.com
CAZENOVIA EQUIPMENT CO., INC	7443 STATE HWY 23	ONEONTA	13820	6074330646	6074330647	Yes	Gov't Sales Rep	BMARSHALL@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	6224 US RT 11	SANDY CREEK	13145	3153873412	3153873677	Yes	Gov't Sales Rep	PWIDRICK@CAZEQUIP.COM
CAZENOVIA EQUIPMENT CO., INC	25523 US RT 12 S	WATERTOWN	13601	3157858153	3157863252	Yes	Gov't Sales Rep	PWIDRICK@CAZEQUIP.COM
CHIEF EQUIPMENT, INC.	400 W. OLD COUNTRY ROAD	HICKSVILLE	11801	5168681400	5168684245	Yes	Gov't Sales Rep	DAN@CHIEFEQUIP.COM
DELAWARE SPORT CENTER LLC	30104 STATE HWY 10	WALTON	13856	6078658888	6078658709	Yes	Gov't Sales Rep	sales@delawaresportcenter.net

22792cna_DeereCompanyPC66663_2015-09-23/SWFleetmr

Group 40625-22792 Deere & Company Contractor & Pricing Information

Dealer Name	Address	City	Zip	Phone	Fax	SBE (Yes/No)	Contact Person	Email Address
DRAKE LAWN & GARDEN, INC.	9570 COUNTY RD	CLARENCE CTR	14032	7167419115	7167418367	Yes	Gov't Sales Rep	judy@drakelawn.com
DRAKE LAWN & GARDEN, INC.	2070 CAYUGA DRIVE	NIAGARA FALLS	14304	7167311330	7167311760	Yes	Gov't Sales Rep	dave@drakelawn.com
DRYDEN LAWN & RECREATION INC	NORTH ST BOX 605	DRYDEN	13053	6078448671	6078443378	Yes	Gov't Sales Rep	STEVEC@DRYDENLAWN.COM
FALLS FARM & GARDEN EQUIP	1115 DIX AVE	HUDSON FALLS	12839	5187475252	5187473393	Yes	Gov't Sales Rep	tim@fallsfarm.com
KEIL EQUIPMENT CO. INC.	2356 ROUTE 9	HUDSON	12534	5185376221	5185375276	Yes	Gov't Sales Rep	DAND@KEILEQUIPMENT.COM
KEIL EQUIPMENT CO., INC.	7536 N BROADWAY	RED HOOK	12571	8457588888	8457588887	Yes	Gov't Sales Rep	DAND@KEILEQUIPMENT.COM
KNIGHTES' FARM, LAWN & GARDN	7160 STATE ROUTE 158	SCHENECTADY	12306	5183554669	5183554669	Yes	Gov't Sales Rep	knightsfarm@aol.com
LACORTE FARM & LAWN EQUIP	522 EDWARDS AVENUE	CALVERTON	11933	6317278700	6317271825	Yes	Gov't Sales Rep	OFFICE@LACORTEEQUIPMENT.COM
LAKELAND EQUIPMENT CORP.	5614 TEC DRIVE	AVON	14414	5852269680	5852269633	Yes	Gov't Sales Rep	AVONMAIL@LAKELANDEQUIPMENT.COM
LAKELAND EQUIPMENT CORP.	7689 RIDGE ROAD WEST	BROCKPORT	14420	5856373700	5856372543	Yes	Gov't Sales Rep	brockportmail@lakelandequipment.com
LAKELAND EQUIPMENT CORP.	4751 COUNTY ROAD 5	HALL	14463	5855266325	5855266073	Yes	Gov't Sales Rep	HALLMAIL@LAKELANDEQUIPMENT.COM
LAKELAND EQUIPMENT CORP.	185 MACEDON CENTER ROAD	MACEDON	14502	5854254428	5854253062	Yes	Gov't Sales Rep	macedonmail@lakelandequipment.com
LAKELAND EQUIPMENT CORP.	3237 UNION STREET	NORTH CHILI	14514	5855943700	5855941175	Yes	Gov't Sales Rep	CHILIMAIL@LAKELANDEQUIPMENT.COM
LAKELAND EQUIPMENT CORP.	13330 ROUTE 31	SAVANNAH	13146	3153652888	3153652887	Yes	Gov't Sales Rep	SAVANNAHMAIL@LAKELANDEQUIPMENT.COM

22792cna_DeereCompanyPC66663_2015-09-23/SWFleetmr

Group 40625-22792 Deere & Company Contractor & Pricing Information

Dealer Name	Address	City	Zip	Phone	Fax	SBE (Yes /No)	Contact Person	Email Address
LEBERGE & CURTIS, INC.	5984 COUNTY ROUTE 27	CANTON	13617	3153868568	3153865285	Yes	Gov't Sales Rep	awhite@lebergeandcurtis.com
LINDSEY LAWN & GARDEN, INC.	8390 ROUTE 434	APALACHIN	13732	6076255570	6076255515	Yes	Gov't Sales Rep	lindseylawn@stny.rr.com
LINDSEY LAWN & GARDEN, INC.	134 DANIEL ZENKER DRIVE	BIG FLATS	14814	6075623226	6075623296	Yes	Gov't Sales Rep	lindseylawnbf@stny.rr.com
LINDSEY LAWN & GARDEN, INC.	207 WEST ARTERIAL HIGHWAY	BINGHAMTON	13901	6076485776	6076483513	Yes	Gov't Sales Rep	bkilmerjd@yahoo.com
LINDSEY LAWN & GARDEN, INC.	112 ROUTE 369	PORT CRANE	13833	6076485776	6076483513	Yes	Gov't Sales Rep	linseylawn@stny.rr.com
M & R SPORTS AND MOWER, INC.	2014 CRANEBROOK DR	AUBURN	13021	3152529069	3152550776	Yes	Gov't Sales Rep	MANDRSPO@ROCHESTER.RR.COM
MOUNTAIN VIEW EQUIPMENT, LLC	4041 STATE ROUTE 11	MALONE	129534301	5184830420	5184832197	Yes	Gov't Sales Rep	chet@girouxbrothers.com
MOUNTAIN VIEW EQUIPMENT, LLC	8092 STATE ROUTE 9	PLATTSBURGH	12901	5185613682	5185613724	Yes	Gov't Sales Rep	scott@mtnviewequip.com
MULLALLY TRACTOR SALES, INC.	4510 STATE ROUTE 52	JEFFERSONVILLE	127486110	8454825222	8454829028	Yes	Gov't Sales Rep	TMULLALLY@HVC.RR.COM
N SYRACUSE LAWN & SNOW INC	8279 RTE 11	CICERO	13039	3156995221	3156995222	Yes	Gov't Sales Rep	lawnsnow@TRAKNET.COM
NORTHERN CONCRETE BLOCK INC	32 SILK ROAD	FULTON	13069	3155982141	3155938252	Yes	Gov't Sales Rep	JOHNDEERE@NORTHERNCOMPANIES.COM
NORWICH IMPLEMENT INC	5621 STATE HWY 12	NORWICH	13815	6073366816	6073366816	Yes	Gov't Sales Rep	NI@FRONTIERNET.NET
O'HARA MACHINERY, INC.	1289 CHAMBERLAIN RD	AUBURN	13021	3152533203	3152539447	Yes	Gov't Sales Rep	DEERE@OHARAMACHINERY.COM
R. ARGENTO & SONS, INC.	1 PROSPECT AVE	WHITE PLAINS	10607	9149491152	9149480255	Yes	Gov't Sales Rep	AL@ARGENTOANDSONS.COM

Group 40625-22792 Deere & Company Contractor & Pricing Information

Dealer Name	Address	City	Zip	Phone	Fax	SBE (Yes /No)	Contact Person	Email Address
THE HUDSON RIVER TRACTOR CO.	2173 ROUTE 203	CHATHAM	12037	5183922505	5183927727	Yes	Gov't Sales Rep	mikec@hrtcompany.com
THE HUDSON RIVER TRACTOR CO.	1917 RT 9	CLIFTON PARK	12065	5188775059	5188776342	Yes	Gov't Sales Rep	samn@hrtcompany.com
THE HUDSON RIVER TRACTOR CO.	3021 ROUTE 5 SOUTH	FULTONVILLE	12072	5188533405	5188538697	Yes	Gov't Sales Rep	markb@hrtcompany.com
THE HUDSON RIVER TRACTOR CO.	25 6 1/2 STATION ROAD	GOSHEN	10924	8452942500	8452948223	Yes	Gov't Sales Rep	robh@hrtcompany.com
THE HUDSON RIVER TRACTOR CO.	11853 STATE ROUTE 40	SCHAGHTICOKE	12154	5186922676	5186928025	Yes	Gov't Sales Rep	donc@hrtcompany.com
Z&M AG AND TURF	3517 RAILROAD AVENUE	ALEXANDER	14005	5855911670	5855913239	Yes	Gov't Sales Rep	MAILALEXANDER@ZAHMANDMATSON.COM
Z&M AG AND TURF	8926 WEST MAIN ST	CLYMER	14724	7163554236	7163558886	Yes	Gov't Sales Rep	MAILCLYMER@ZAHMANDMATSON.COM
Z&M AG AND TURF	1756 LINDQUIST DRIVE	FALCONER	147339710	7166653110	7166654216	Yes	Gov't Sales Rep	MAILFALCONER@ZAHMANDMATSON.COM
Z&M AG AND TURF	10838 MAIN ST	NORTH COLLINS	14111	7163372563	7163372565	Yes	Gov't Sales Rep	MAILNORTHCOLLINS@ZAHMANDMATSON.COM
Z&M AG AND TURF	7615 LEWISTON ROAD	OAKFIELD	14125	5859485261	5859488139	Yes	Gov't Sales Rep	tklapperoakfield@zahmandmatson.com
Z&M AG AND TURF	649 E. MAIN STREET	SPRINGVILLE	14141	7165924058	7165920894	Yes	Gov't Sales Rep	mailspringville@zahmandmatson.com

Available equipment types for each Contractor (6/10/2016)

Equipment	Contractors																								
	PC56377 Albano Group (TX)	PC56382 Altec Industries	PC57074 Albano Machinery	PC56988 Caterpillar	PC57141 Clark Equipment Company (Bobcat / Doosan)	PC56989 Crec Corporation	PC56987 CNH Industrial America Inc. (Agriculture) Case Int.	PC57081 CNH Industrial America Inc. (Agriculture) New Holland Agriculture	PC57185 CNH Industrial America Inc. (Construction) Case	PC56883 Deere and Company	PC57146 Deere and Company	PC56899 John Deere	PC57123 John Deere (Main Equipment)	PC56995 Genall Industries (Grapple)	PC56995 Genall Industries (Wall)	PC56984 J.A. Lurie	PC57075 John Deere Shared Services	PC56983 M & B Companies	PC56979 R.J.M. Tech Inc.	PC56987 Terco Industries	PC57073 Tertron, Inc. (Jibcrane)	PC56976 The Toro Company	PC57012 Trail King Industries, Inc.	PC56952 Vt Leasby	
Aeration																									
Aerial Devices		X																							
Air Management Solutions																									
Air Compressors																									
Articulated Sidewalk Tractor					X																				
Asphalt Distributors																									
Backhoe Loaders					X																				
Backhoes					X																				
Brooms																									
Cable Handlers		X																							
Chain Saws																									
Chippers		X																							
Cleaners, Catch Basin																									
Cleaners, Sewer																									
Cold Planer					X																				
Combination Bodies																									
Combing and Heads																									
Compressors																									
Cranes, Hydraulic Telescopic		X			X																				
Crop Packaging																									
Crop Preparation																									
Dating Maintenance																									
Digger Dericks		X																							
Ditchers		X																							
Dozers, Large Crawler					X																				
Dozers, Medium Crawler					X																				
Drill/Air Seeders/Planters																									
Dump Bodies					X		X																		
Excavators					X																				
Excavators, Compact					X																				
Excavators, Crawler					X																				
Excavators, Wheeled					X																				
Forage Equipment, Pull Type																									
Forage Equipment, Self-Propelled																									
Forklifts																									
Generators																									
Hay & Forage Equipment					X																				
Irrigation Controls																									
Irrigation, siph																									
Lighting Systems																									
Loader/Tool Carriers																									
Loaders																									
Loaders & Implements																									
Loaders, Compact Track																									
Loaders, Compact Utility																									
Loaders, Crawler																									
Loaders, Compact Track																									
Loaders, Mini Track																									
Loaders, Track																									
Maintainers																									
Mulch Graders																									
Mower Heads, Boom		X																							
Mower Heads, Remote Controlled		X																							
Mowers with aerator																									
Mowers, Boom		X																							
Mowers, commercial grounds																									
Mowers, commercial reel																									
Mowers, commercial sand																									
Mowers, commercial stand on																									
Mowers, Commercial walk-behind																									
Mowers, commercial with bagger																									
Mowers, debris																									
Mowers, Fall		X																							
Mowers, frame gangs																									
Mowers, Front																									
Mowers, heavy																									
Mowers, Mechanical and Hydraulic Flex Wing		X																							
Mowers, Reel																									
Mowers, Remote Controlled		X																							
Mowers, Special Application																									
Mowers, Switchblade Attachment		X																							
Mowers, turf renovation equipment																									
Mowers, Wide																									

Available equipment types for each Contractor (6/10/2016)

Equipment	Contractors																							
	PC46377 Alamo Group (TN)	PC46383 Atesc Industries	PC47074 Atlantic Machinery	PC46988 Caterpillar	PC47141 Clark Equipment Company (Lebanon, Oregon)	PC46989 Dave Corporation	PC47087 OHV Industrial America Inc. (Agriculture) Case IH	PC47187 OHV Industrial America Inc. (Agriculture) New Holland Agriculture	PC47185 OHV Industrial America Inc. (Agriculture) New Holland Agriculture	PC46983 Deere and Company	PC47140 Deere and Company	PC46809 Falcon Road Maint. Equipment	PC47123 Felling Trailers Inc.	PC46975 Grabbell Industries Grabbell	PC46985 Henderson Products	PC46984 J.A. Lane	PC47073 John Deere Share Services	PC46981 MCB Companies	PC46719 R.J.M. Tech Inc.	PC47073 Tenco Inc. (Iscoborn)	PC46735 The Toro Company	PC47422 Trail King Industries Inc.	PC46645 VY Lesby	
Mowers, Zero-Turn-Radius																								
Multifunctional Vehicle, dual traction (Cameleon)																								
Pavement Marking Equipment, Epoxy Applicators																								
Pavement Marking Equipment, Paint Applicators																								
Pavement Marking Equipment, Thermoplastic Applicators																								
Plows, Asphalt				X																				
Plows, 1 way																								
Plows, edge wing																								
Plows, reversible																								
Plows, Airport reversible																								
Plows, Truck and Loader Mounted				X		X																		
Robotic Pavers																								
Road Patching & Asphalt Repair Units			X																					
Road Wideners																								
Rollers, Compaction				X																				
Screeners, Underbody																								
Sand/Salt Spreaders																								
Seeding Equipment							X																	
Self-Propelled Sweepers (Kodak)																								
Skid Steer Loaders				X	X			X																
Skid Steer Loaders, All Wheel				X	X																			
Skid Steer Loaders, Compact				X	X			X																
Snowblowers, cold air blower (airport series)																								
Snowblowers, cold air blower (rail series)																								
Snowblowers, Loader Mounted			X																					
Snowblowers, PTO driven																								
Snowblowers, rotary fan type																								
Snowblowers, self propelled																								
Snowblowers																								
Snowblows and Wings																								
Special Application Vehicles																								
Spinners, Precision Cast																								
Spreader/Dump Body Combinations																								
Spreader, V Hopper																								
Snowblowers																								
Spreaders/Sanders						X																		
Sweepers, Street				X																				
Sweepers, Parking Area Cleaning																								
Sweepers, Industrial																								
Sweepers, Mall & Shopping Center																								
Sweepers, Airport Runway																								
Sweepers, Lifting Cleanup																								
Sweepers, Stormwater Runoff (PM-10) Management																								
Track Distributors																								
Telescopic Tool Carriers																								
TM2ST (Tractor Mounted Operated Safety Training)	X																							
Towed-Type Brooms																								
Track Rollers, Compact																								
Tractor Attachments: Cotton																								
Tractor Attachments: Cutting & Mowing							X																	
Tractor Attachments: Hay & Forage							X	X																
Tractor Attachments: Landscaping							X	X																
Tractor Attachments: Livestock							X	X																
Tractor Attachments: Material Handling							X	X																
Tractor Attachments: Planting & Seeding							X	X																
Tractor Attachments: Snow							X	X																
Tractor Attachments: Tillage							X																	
Tractor Attachments: Transports																								
Tractor Implements/Attachments							X	X																
Tractor Implements: Golf																								
Tractor Implements: Hay & Forage							X	X																
Tractor Implements: Sprayers																								
Tractor Implements: Tillage							X																	
Tractor Loader																								
Tractor Loader Backhoe																								
Tractor/Mower Turnkey	X																							
Tractors																								
Tractors, Compact							X																	
Tractors, Compact Utility																								
Tractors, High Horse Power																								
Tractors, High Horse Power 4WD																								
Tractors, Lawn & Garden																								
Tractors, LG 4WD								X																

Available equipment types for each Contractor (6/10/2016)

Equipment	Contractors																									
	PC66577 Alamo Group (TA)	PC66583 Abtec Industries	PC67074 Atlantic Machinery	PC66988 Caterpillar	PC67141 GRT Equipment Company (Local - Dothan)	PC66989 CMC Corporation	PC67089 OMI Industrial America Inc. (Agriculture) Caza Hill	PC67087 OMI Industrial America Inc. (Agriculture) New Holland Agriculture	PC67165 OMI Industrial America (New Hampshire) Cape	PC66683 Deere and Company	PC67160 Deere and Company	PC66609 Falcon Total Maint. Equipment	PC67123 Felling Trainers Inc.	PC66576 Grabb Industries/Grabb	PC66985 Henderson Products	PC66993 J.A. Lance	PC67073 John Deere Shared Services	PC66987 K&B Companies	PC66739 R.P.M. Tech Inc.	PC66987 Tenco Industries	PC67073 Tenron, Inc. (Jacobson)	PC66735 The Toro Company	PC67121 Trail King Industries, Inc.	PC66695 YF Lashby		
Tractors, Mid Range							X																			
Tractors, Row Crop							X	X																		
Tractors, Utility							X	X																		
Trailers, Live Bottom, Accessories, Attachs, Supplies																										
Trailers, Utility, Semi, Lowboy, Tan, Custom													X												X	
Truck Mounted Brooms																										
Trucks, Articulated Dump				X	X																					
Trucks, Vocational				X													X	X								
Utility Vehicles							X	X																		
Utility Vehicles, Attachments					X		X																			
Utility Vehicles, Light Duty Crossover																	X									
Utility Vehicles, Heavy-Duty Crossover																	X									
Utility Vehicles, Mid Duty Crossover																	X									
Utility Vehicles, Recreational																	X									
Water Truck				X																						X
Wheel Loaders				X	X												X									
Wheel Loaders, Compact				X	X												X									



JOHN DEERE

42540.88

Quote Id: 13688975

Prepared For:
Village Of Ryebrook

* PRICING AS PER NJPA CONTRACT AND
INCLUDES 2390 DISCOUNT

Contract # 070313 DAC

Prepared By: **James Rourke**
R. Argento & Sons, Inc.
1 Prospect Ave
White Plains, NY 10607
Tel: 914-949-1152
Fax: 914-948-0255
Email: al@argentoandsons.com

NYS OGS
PL 66663

Date: 11 July 2016

Offer Expires: 01 September 2016

Confidential



JOHN DEERE

Quote Id: 13688975

11 July 2016

Village Of Ryebrook

NY

James Rourke
914-949-1152
R. Argento & Sons, Inc.

Confidential

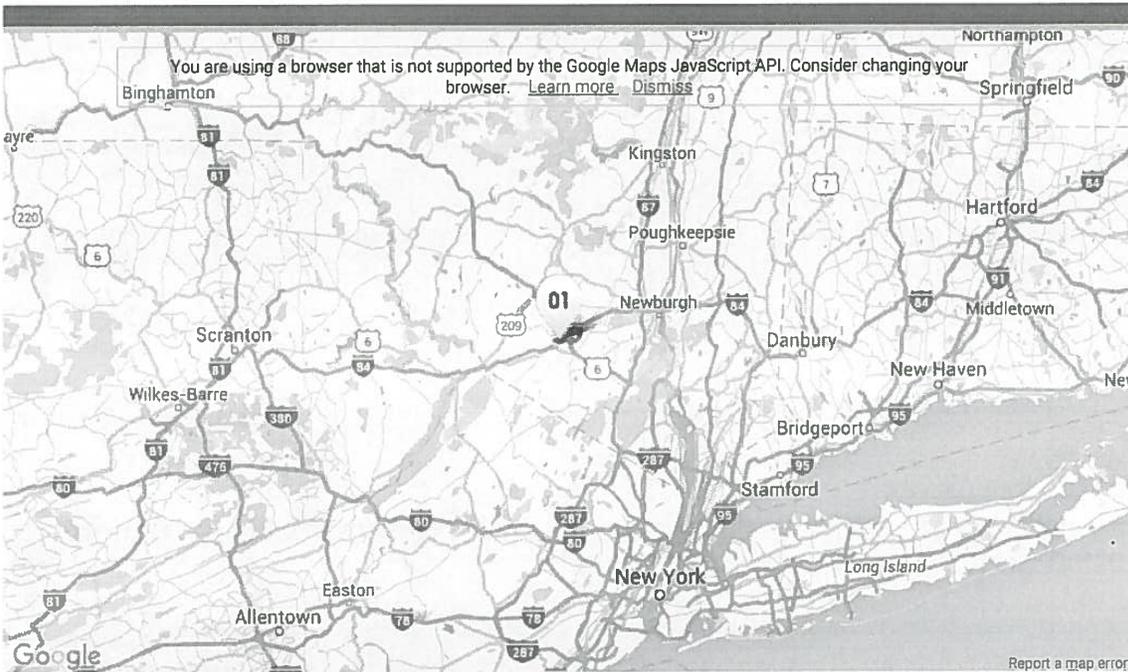
Include Large Map

Print

Cancel



Dealer Details



THE HUDSON RIVER TRACTOR COMPANY, LLC

Address:
25 6 1/2 STATION ROAD
GOSHEN NY 10924

T. 8452942500
F. 8452948223

<http://www.hudsonrivertractorcompany.com/default.asp>
robh@hrtcompany.com



Product and Service Offerings



JUSTINK@HRTCOMPANY.COM.

Michal Nowak

From: Michal Nowak
Sent: Tuesday, July 12, 2016 9:32 AM
To: 'Justink@hrtcompany.com'
Subject: NYS Contract / NJPA price quote request John Deere 1575 mower

Hi Justin,

Thanks for speaking with me. Can you please give me a price for the following pieces of equipment on NJPA or OGS contracts (just let me know which contract)

John Deere
1575 Terrain cut mower Code 2443TC (less Mower Deck)
72 inch PRO commercial mower side discharge Code 0347TC
Mulch Kit Code BTC10670
Envirocrate (1)
47inch snow blower Code 0370TC
Lift Arms Code 1000

Allied Agrimetal Blower BW2500F Code BW2500F

Freight to Rye Brook (Highway Dept 511 West William Street, Rye Brook NY 10573)

Michal J. Nowak

Superintendent of Public Works
Village Engineer
ISA Arborist
Village of Rye Brook
938 King Street
Rye Brook, NY 10573
P: 914-939-0753 x 2965
F: 914-939-5801

"Public Works – The heartbeat of this Village"





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 The Hudson River Tractor Co.
 25 6 1/2 Station Road
 Goshen, NY 10924
 845-294-2500
 robh@hrtcompany.com

Quote Summary

Prepared For:
 Village Of Ryebrook
 NY

Delivering Dealer:
The Hudson River Tractor Co.
 Justin Kisiday
 25 6 1/2 Station Road
 Goshen, NY 10924
 Phone: 845-294-2500
 Mobile: 845-707-0542
 justink@hrtcompany.com

Quote ID: 13692997
Created On: 12 July 2016
Last Modified On: 12 July 2016
Expiration Date: 31 July 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck) Contract: NY Piggyback NJPA Landscaping and Grounds Related Equipment PC66663 (PG XN) Price Effective Date: July 12, 2016	\$ 29,682.73 X	1 =	\$ 29,682.73
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck Contract: NY Piggyback NJPA Landscaping and Grounds Related Equipment PC66663 (PG XN) Price Effective Date: July 12, 2016	\$ 3,941.40 X	1 =	\$ 3,941.40
JOHN DEERE 47" SNOW BLOWER - F1500'S Contract: NY Piggyback NJPA Landscaping and Grounds Related Equipment PC66663 (PG XN) Price Effective Date: July 12, 2016	\$ 4,288.79 X	1 =	\$ 4,288.79
AGRI METAL BW2500F Contract: NY Piggyback NJPA Landscaping and Grounds Related Equipment PC66663 (PG XN) Price Effective Date:	\$ 5,199.00 X	1 =	\$ 5,199.00
Equipment Total			\$ 43,111.92

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

43,111.92



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
The Hudson River Tractor Co.
25 6 1/2 Station Road
Goshen, NY 10924
845-294-2500
robh@hrtcompany.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 43,111.92
Trade In	
SubTotal	\$ 43,111.92
Total	\$ 43,111.92
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 43,111.92

Salesperson : X _____

Accepted By : X _____

Confidential



LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES	INFRASTRUCTURE EQUIPMENT & SERVICES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUNDS FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	EMERGENCY PREPAREDNESS & DISASTER RECOVERY	COOPERATIVE ENERGY PURCHASING
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You are here: [Home](#) > [Grounds & Turf Equipment - GR01-15](#)

GROUNDS FACILITIES & PARKS EQUIPMENT

GROUNDS & TURF EQUIPMENT - GR01-15

Contract No.: GR01-15

Effective Date: January 01, 2015 thru December 31, 2017

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

Below is a partial listing of equipment offered by manufacturer. Most offerings include a large assortment of options including alternative fuel and snow removal equipment. Please contact the contractor for pricing and options.



ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
R. Argento & Sons, Inc.
1 Prospect Ave
White Plains, NY 10607
914-949-1152
al@argentoandsons.com

Quote Summary

Prepared For:
Village Of Ryebrook
NY

Delivering Dealer:
R. Argento & Sons, Inc.
Louis Argento
1 Prospect Ave
White Plains, NY 10607
Phone: 914-949-1152
louis@argentoandsons.com

Quote ID: 12643262
Created On: 13 January 2016
Last Modified On: 12 July 2016
Expiration Date: 29 February 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck) Contract: NJPA Landscaping and Grounds 070313-DAC (PG NB) Price Effective Date: January 13, 2016	\$ 38,549.00	\$ 29,682.73 X	1 =	\$ 29,682.73
JOHN DEERE 72SD DECK (DOM) FRONT MOWER Contract: NJPA Landscaping and Grounds 070313-DAC (PG NB) Price Effective Date: January 13, 2016		\$ 3,941.40 X	1 =	\$ 3,941.40
ALLIED AGRIMETAL Contract: NJPA Landscaping and Grounds 070313-DAC (PG NB) Price Effective Date:	\$ 4,899.00	\$ 4,899.00 X	1 =	\$ 4,899.00
JOHN DEERE 47 In. Heavy-Duty Two-Stage Snow Blower (For 1550/1570 TerrainCut Front Mowers, 1400 Series II and Non-Series II Front Mowers) Contract: NJPA Landscaping and Grounds 070313-DAC (PG NB) Price Effective Date: January 13, 2016	\$ 5,217.86	\$ 4,017.75 X	1 =	\$ 4,017.75
Equipment Total				\$ 42,540.88

Salesperson : X _____ Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

R. Argento & Sons, Inc.
1 Prospect Ave
White Plains, NY 10607
914-949-1152
al@argentoandsons.com

Quote Summary

Equipment Total	\$ 42,540.88
Trade In	
SubTotal	\$ 42,540.88
Total	\$ 42,540.88
Balance Due	\$ 42,540.88

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment



Quote Id: 13692997 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 The Hudson River Tractor Co.
 25 6 1/2 Station Road
 Goshen, NY 10924
 845-294-2500
 robh@hrtcompany.com

JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: NY Piggyback NJPA Landscaping and Grounds
 Related Equipment PC66663 (PG XN)

Selling Price *
 \$ 29,682.73

Price Effective Date: July 12, 2016

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2443TC	1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 38,549.00	23.00	\$ 8,866.27	\$ 29,682.73	\$ 29,682.73
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price						\$ 29,682.73	
Total Selling Price			\$ 38,549.00		\$ 8,866.27	\$ 29,682.73	\$ 29,682.73

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

Equipment Notes:

Hours:

Stock Number:

Contract: NY Piggyback NJPA Landscaping and Grounds
 Related Equipment PC66663 (PG XN)

Selling Price *
 \$ 3,941.40

Price Effective Date: July 12, 2016

* Price per item - includes Fees and Non-contract items

Confidential



Selling Equipment

Quote Id: 13692997 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 The Hudson River Tractor Co.
 25 6 1/2 Station Road
 Goshen, NY 10924
 845-294-2500
 robh@hrtcompany.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0347TC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck (For 1500 TerrainCut Front Mowers and 1400/1500's Series II and non Series II Front Mowers)	1	\$ 4,787.00	23.00	\$ 1,101.01	\$ 3,685.99	\$ 3,685.99
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BTC10670	Mulch Kit 72" (7-Iron PRO)	1	\$ 331.70	23.00	\$ 76.29	\$ 255.41	\$ 255.41
Dealer Attachments Total			\$ 331.70		\$ 76.29	\$ 255.41	\$ 255.41
Suggested Price							\$ 3,941.40
Total Selling Price			\$ 5,118.70		\$ 1,177.30	\$ 3,941.40	\$ 3,941.40

JOHN DEERE 47" SNOW BLOWER - F1500'S

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: NY Piggyback NJPA Landscaping and Grounds
 Related Equipment PC66663 (PG XN)

\$ 4,288.79

Price Effective Date: July 12, 2016

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0370TC	47 In. Heavy-Duty Two-Stage Snow Blower (For 1550/1570 TerrainCut Front Mowers, 1400 Series II and Non-Series II Front Mowers)	1	\$ 4,180.00	23.00	\$ 961.40	\$ 3,218.60	\$ 3,218.60
Standard Options - Per Unit							

Confidential



Selling Equipment



Quote Id: 13692997 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 The Hudson River Tractor Co.
 25 6 1/2 Station Road
 Goshen, NY 10924
 845-294-2500
 robh@hrtcompany.com

1000	Lift Arms, Drive Shaft and Hardware	1	\$ 444.00	23.00	\$ 102.12	\$ 341.88	\$ 341.88
Standard Options Total			\$ 444.00		\$ 102.12	\$ 341.88	\$ 341.88
Dealer Attachments/Non-Contract/Open Market							
BTC10530	Single Spool Auxiliary Hydraulic Kit	1	\$ 593.86	23.00	\$ 136.59	\$ 457.27	\$ 457.27
R66949	Quik-Tatch Weight, 42 Lb.	4	\$ 59.91	23.00	\$ 13.78	\$ 46.13	\$ 184.52
TCB10303	Rear Weight Mounting Kit	1	\$ 112.36	23.00	\$ 25.84	\$ 86.52	\$ 86.52
Dealer Attachments Total			\$ 766.13		\$ 176.21	\$ 589.92	\$ 728.31
Suggested Price							\$ 4,288.79
Total Selling Price			\$ 5,390.13		\$ 1,239.73	\$ 4,150.40	\$ 4,288.79

AGRI METAL BW2500F

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: NY Piggyback NJPA Landscaping and Grounds
 Related Equipment PC66663 (PG XN)

\$ 5,199.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
ALLIED	BLOWER	1	\$ 5,199.00	0.00	\$ 0.00	\$ 5,199.00	\$ 5,199.00
Suggested Price							\$ 5,199.00
Total Selling Price			\$ 5,199.00		\$ 0.00	\$ 5,199.00	\$ 5,199.00

Confidential

July 26, 2016

RESOLUTION

**CONSIDERING APPROVING USE OF VILLAGE STREETS FOR THE
2016 WALL STREET RIDES FAR (“FOR AUTISM RESEARCH”) EVENT**

THEREFORE BE IT RESOLVED, that subject to the final approval of the Rye Brook Police Department, The Autism Science Foundation is authorized to use the Village of Rye Brook streets for the 2016 Wall Street Rides FAR (“For Autism Research”) Charity Bike Ride event on Saturday, October 8, 2016, requested in a letter dated July 14, 2016; and be it

BE IT FURTHER RESOLVED, that Village streets shall be used in compliance with the terms and/or conditions established by the Village of Rye Brook Police Department.

June 30, 2016

Paul S. Rosenberg
Mayor
Mayor of Rye Brook
938 King Street
Rye Brook, NY 10573



Dear Mayor Rosenberg,

I am writing to request permission to travel through your jurisdiction on **Saturday, October 08, 2016** for the 2nd annual Wall Street Rides FAR. Wall Street Rides FAR ("For Autism Research") is a one-day, charity bike ride raising funds to support the Autism Science Foundation. This family-friendly event will offer the choice of a Metric Century (62 mile), 30 mile, and 20 mile bike ride. There will be an estimated 250 participants.

The Autism Science Foundation's mission is to support autism research by providing funding and other assistance to scientists and organizations conducting, facilitating, publicizing, and disseminating autism research. ASF also provides information about autism to the general public and serves to increase awareness of autism spectrum disorders and the needs of individuals and families affected by autism.

Wall Street Rides FAR is a fully supported bike ride, with people of all ages, shapes, and sizes riding side by side. It will be a fun and rewarding experience for all involved.

We maintain a comprehensive \$5 million liability policy and would be happy to include Rye Brook upon your request. I have enclosed the route that we propose to use to travel through your jurisdiction. Please review the enclosed materials. We are not asking for any roads or lanes to be closed during our event. **If permission is granted, please fill out, sign and return the Notification and Approval of Event form attached.**

Since our proposed route winds its way briefly through your jurisdiction, we expect riders to be riding through your area from approximately 8:00 am to 1:30 pm on October 08, 2016.

Please don't hesitate to contact me at 212.989.1111 or via email at tsimpson@globalimpactpro.com if you have any questions or concerns. We look forward to partnering with you to make a difference in the fight against autism in our community.

Sincerely,

Tamoya Simpson
Logistics Coordinator
Wall Street Rides FAR



Notification and Approval of Event

Our jurisdiction has been notified in writing that **Wall Street Rides FAR** will be taking place on Saturday, October 08, 2016. We are aware that approximately 250 bicyclists will be participating. They will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

Estimated Time of Arrival: October 08, 2016 8:00am to 1:30pm

****Please make any corrections to the information below**

Name: Paul S. Rosenberg, Mayor

Organization: Mayor of Rye Brook

Address: 938 King Street
Rye Brook, NY 10573

Phone: 914-939-1121

Fax: 914-939-0242

Email: mayor@ryebrook.org

Signature: _____

Contact Name & Numbers

Please provide a contact name and numbers for an individual who will be on-duty during the actual event, who will serve as contact in case of emergency or other situation.

Name: _____

Phone: _____

Cell: _____ (24 Hour Contact Number)

Pager: _____ (24 Hour Contact Number)

Please return to Tamoya Simpson
Logistics Coordinator
c/o Global Impact Productions
127 W. 26th Street, Suite 402
New York, NY 10001
FAX to: 212.807.1853
Or email to:
tsimpson@globalimpactpro.com
m

For Office Use Only Date Rec'd:

**Wall Street Rides FAR 4-Mile Route Cues
2016**

Segment Mileage	Cume Miles	Turn	Note	Police/Moto Safety Support
	0.0	Cross	Mamaroneck Avenue at light onto Purdy Avenue	Police
0.1	0.1	Bear right	To avoid office park	
0.8	0.9	Right	Onto Rosedale Avenue at stop sign	
1.0	1.9	Left	Onto Devonshire at stop sign	Moto Safety
0.2	2.1	Right	Onto Roland Drive	
0.4	2.5	Left	Onto Rosedale Avenue at stop sign	Moto Safety
0.6	3.1	Left	Onto West Street - becomes Purdy Avenue	
0.8	3.9	Bear left	Onto Purdy Avenue at stop sign	
0.1	4.0	Cross	Mamaroneck Avenue at light	Police
	4.0	Enter	Saxon Woods Park. Finish	

Wall Street Rides FAR **20-Mile** Route Cues
2016

Segment Mileage	Cume Miles	Turn	Note	Police/Moto Safety Support	Township or Borough
0.3	4.4	Bear left	To avoid Sylvanleigh Road		
0.5	4.9	Left	Onto Lincoln Avenue at stop sign		
0.2	5.1	Pass under	Hutchinson River Parkway		
1.1	6.2	Right	Onto Anderson Hill Road at light		Rye Brook, NY
1.8	8.0	Left	Onto King Street at traffic light. Enter Connecticut	Moto Safety	CT/Fairfield Co./Greenwich
0.7	8.7	Right	Onto Sherwood Avenue (easy to miss). <i>Diverge from longer routes</i>	Moto Safety	
1.0	9.7	Right	Onto Riversville Road at stop sign to pass under Merritt Parkway		
1.7	11.4	Left	Onto Glenville Road at stop light		
0.1	11.5	Quick Right	Onto Pemberwick Road		
0.8	12.3	Right	Onto Comley Avenue		
0.1	12.4	Left	Onto Nicholas Avenue		
0.4	12.8	Continue	Nicholas Avenue becomes Hickory Drive - begin climb		
0.3	13.1	Bend right	Onto Quintard Drive		Port Chester, NY
0.0	13.1	Immediate right	Onto Pilgrim Drive		Greenwich, CT
0.3	13.4	Left	Onto Upland Street - steep climb		Port Chester, NY
0.4	13.8	Left	Onto King Street at stop sign	Moto Safety	
0.0	13.8	Immediate right	Onto Betsy Brown Road		Rye Brook, NY
0.1	13.9	Bear Right	To avoid Betsy Brown Circle		
0.5	14.4	Cross	North Ridge Street at stop light		
0.3	14.7	Forward	Dismount bike and proceed past guard rail onto trail in Crawford Park		

Wall Street Rides FAR **30-Mile** Route Cues
2016 Saxon Woods, White Plains, NY

Segment Mileage	Cume Miles	Turn	Note	Police/Moto Safety Support	Township or Borough
0.3	4.4	Bear left	To avoid Sylvanleigh Road		
0.5	4.9	Left	Onto Lincoln Avenue at stop sign		
0.2	5.1	Pass under	Hutchinson River Parkway		
1.1	6.2	Right	Onto Anderson Hill Road at light		Rye Brook, NY
1.0	7.2	Left	Onto King Street at traffic light. <i>Diverge from 20-mile route.</i> Enter Connecticut	Moto Safety	CT/Fairfield Co./Greenwich
2.3	9.5	Cross	Rye Lake Avenue at traffic light		
0.6	10.1	Bear right	Onto Bedford Road		
1.0	11.1	Bear right	Onto John Street		
0.7	11.8	Cross	Riversville Road at stop sign. <i>Diverge from 62-mile route.</i>	Moto Safety	
1.4	13.2	Left	Onto Round Hill Road at stop sign		NY/Westchester/North Castle
0.2	13.4	Right	Onto Burying Hill Road. CAUTION: Steep downhill		
0.6	14.0	Left	Onto Lake Avenue at stop sign		
0.3	14.3	Right	Into Whitby School. Rejoin 62-mile route		
	14.3	Proceed	Whitby School. To playground. Oasis 4		
	14.3	Continue	On driveway to exit oasis		
	14.3	Right	Out of Oasis onto Lake Avenue		
0.2	14.5	Left	Onto Close Road - begin climb	Moto Safety	
0.6	15.1	Right	Onto Round Hill Road at stop sign		
0.8	15.9	Left	Onto Creamer Hill Road (blind turn)		
0.7	16.6	Left	Onto Hadley Road	Moto Safety (optional)	North Castle, NY
0.3	16.9	Right	Onto Sterling Road at stop sign		
0.1	17.0	Immediate left	Onto Douglas Lane		
0.1	17.1	Right	Onto Day Road at stop sign		
0.4	17.5	Left	Onto North Greenwich Road/Route 433	Moto Safety	
0.6	18.1	Right	Onto Bedford Road. CAUTION: Narrow road		Greenwich, CT
0.8	18.9	Right	Onto Cutler Road		
1.5	20.4	Right	Onto Bedford Road at stop sign		
0.3	20.7	Right	Onto Locust Road		
0.7	21.4	Bend left	Onto King Street		
1.2	22.6	Cross	Rye Lake Avenue at traffic light		
2.4	25.0	Right	Onto Anderson Mill Road at traffic light		Rye Brook, NY into Harrison, NY
1.7	26.7	Left	Onto Purchase Street/Route 120 at light	Moto Safety	Harrison, NY
1.1	27.8	Pass under	Hutchinson River Parkway		
0.3	28.1	Right	Onto Kenilworth Road		

Wall Street Rides FAR **Metric Century (62-Mile) Route Cues**

2016

2016 Saxon Woods, White Plains, NY

Segment Mileage	Cume Miles	Turn	Note	Police/Moto Safety Support	Township or Borough
0.3	4.4	Bear left	To avoid Sylvanleigh Road		
0.5	4.9	Left	Onto Lincoln Avenue at stop sign		
0.2	5.1	Pass under	Hutchinson River Parkway		
1.1	6.2	Right	Onto Anderson Hill Road at light		Rye Brook, NY
1.0	7.2	Left	Onto King Street at traffic light. <i>Diverge from 20-mile route.</i> Enter Connecticut	Moto Safety	CT/Fairfield Co./Greenwich
2.8	10.0	Cross	Rye Lake Avenue at traffic light		
0.6	10.6	Bear right	Onto Bedford Road		
1.0	11.6	Bear right	Onto John Street		
0.7	12.3	Left	Onto Riversville Road at stop sign. Enter New York State		NY/Westchester/North Castle
	12.3		Riversville Road becomes North Greenwich Road/Route 433		
2.1	14.4	Cross	Route 22 at light onto Niles Avenue	Police	
0.1	14.5	Left	Onto Brundage Street - short climb		
0.1	14.6	Right	Onto Hunter Avenue (unmarked) at stop sign		
0.1	14.7	Left	Onto Maryland Avenue		
0.1	14.8	Left	Onto walkway at 29 Maryland Avenue. CAUTION: Dismount bike.		
0.1	14.9	Pass over	I-684		
0.1	15.0	Forward	Into Crittendon Middle School rear lot. Continue forward on driveway toward front of school		Support vehicles turn left on Rt. 22 W, right on Maple Ave, right on Bedford and left on Macdonald to oasis
0.1	15.1	On left	In field. Oasis 1.		
	15.1	Forward	Continue into parking lot		
	15.1	Left	Onto Macdonald Avenue (unmarked) at end of parking lot		
0.1	15.2	Right	Onto Bedford Road at stop sign		
0.2	15.4	Right	Onto Maple Avenue at light		
0.2	15.6	Right	Onto Route 128/Main Street at light		
0.8	16.4	Right	Onto Leisure Farm Drive		
0.1	16.5	Left	Onto High Street at stop sign. <i>Diverge from 30-mile riders</i>		
0.8	17.3	Bear right	Onto Sarles Street - continue climb		New Castle, NY
1.7	19.0	Right	To avoid Westwood Drive		Bedford, NY
0.4	19.4	Cross	Byram Lake Road at stop sign		
1.2	20.6	Hard right	Onto Linden Lane		
0.1	20.7	Bear left	To avoid Deer Knoll - begin climb		

Wall Street Rides FAR **Metric Century (62-Mile)** Route Cues

2016

2016 Saxon Woods, White Plains, NY

Segment Mileage	Cume Miles	Turn	Note	Police/Moto Safety Support	Township or Borough
0.4	21.1	Left	Onto Route 172/South Bedford Road.	Moto Safety	
0.6	21.7	Right	Onto McLain Street at light - begin climb.		
1.0	22.7	Bend right	At Guard Hill Road		
0.1	22.8	Left	To avoid Guard Hill Road, stay on McLain Street		
0.8	23.6	Bend right			
0.4	24.0	Left	Onto Springhurst Road (unmarked)		
0.6	24.6	Left	Onto Bedford Center Road at stop sign	Optional Moto	
0.2	24.8	Right	Onto Church Street - CAUTION: Easy to miss		
0.3	25.1	Forward	Onto Babbitt Road at stop sign		
0.8	25.9	Right	Onto Harris Road at stop sign		
0.4	26.3	Pass under	I-684 - begin climb		
1.8	28.1	Left	Onto Bedford Center Road at stop sign		
0.2	28.3	Bear right	Onto Route 22 at stop sign		
1.0	29.3	Bear right	To stay on Route 22		
	29.3	Immediate bear left	To avoid Guard Hill Road		
0.2	29.5	Bear right	Toward Route 172 West		
0.3	29.8	Left	Onto Greenwich Road at light		
0.3	30.1	Right	Take second park entrance into Bedford Village Memorial Park		
0.1	30.2	Proceed	Bedford Village Memorial Park, Pass park entrance to 2nd Entrance to Gazebo. Oasis 2		
	30.2	Return	To exit park		
	30.2	Left	Onto Greenwich Road at stop sign	Moto Safety	
0.2	30.4	Right	Onto Route 22/Old Post Road at light		
0.2	30.6	Bear right	At light onto Pound Ridge Road/Route 172 East		
0.6	31.2	Right	Onto Middle Patent Road		
2.2	33.4	Bear left	To avoid Hickory Kingdom Road		North Castle, NY
1.8	35.2		Enter Connecticut		Stamford, CT
1.0	36.2	Left	Onto Taconic Road at stop sign		Stamford, CT into Greenwich, CT
1.2	37.4	Left	Onto North Stanwich Road at stop sign		Greenwich, CT
0.8	38.2	Right	Onto Stag Lane		
1.0	39.2	Right	Onto Hunting Ridge Road		
0.8	40.0	Bear right	Onto Skyridge Road		
0.2	40.2	Right	Onto Taconic Road at stop sign		

Wall Street Rides FAR **Metric Century (62-Mile) Route Cues**

2016

2016 Saxon Woods, White Plains, NY

Segment Mileage	Cume Miles	Turn	Note	Police/Moto Safety Support	Township or Borough
	40.2	Immediate left	Onto South Stamwich Road		
0.1	40.3	Cross	One-lane bridge		
0.4	40.7	Right	Onto North Street at stop sign - begin climb		
0.5	41.2	Left	Onto Lower Cross Road		
1.4	42.6	Right	Onto Lake Avenue at stop sign		
0.3	42.9	Right	Into Whitby School. <i>Rejoin 30-mile route</i>		
	42.9	Proceed	Whitby School. To playground. Oasis 3		
	42.9	Continue	On driveway to exit oasis		
	42.9	Right	Out of Oasis onto Lake Avenue		
0.2	43.1	Left	Onto Close Road - begin climb	Moto Safety	
0.6	43.7	Right	Onto Round Hill Road at stop sign		
0.8	44.5	Left	Onto Creamer Hill Road (blind turn)		
0.7	45.2	Left	Onto Hadley Road	Moto Safety (optional)	North Castle, NY
0.3	45.5	Right	Onto Sterling Road at stop sign		
0.1	45.6	Immediate left	Onto Douglas Lane		
0.1	45.7	Right	Onto Day Road at stop sign		
0.4	46.1	Left	Onto North Greenwich Road/Route 433	Moto Safety	
0.6	46.7	Right	Onto Bedford Road. CAUTION: Narrow road		Greenwich, CT
0.8	47.5	Right	Onto Cutler Road		
1.5	49.0	Right	Onto Bedford Road at stop sign		
0.3	49.3	Right	Onto Locust Road		
0.7	50.0	Bend left	Onto King Street		
1.2	51.2	Cross	Rye Lake Avenue at traffic light		
2.4	53.6	Right	Onto Anderson Mill Road at traffic light		Rye Brook, NY into Harrison, NY
1.7	55.3	Left	Onto Purchase Street/Route 120 at light	Moto Safety	Harrison, NY
1.1	56.4	Pass under	Hutchinson River Parkway		
0.3	56.7	Right	Onto Kenilworth Road		
0.4	57.1	Pass over	I-287 at light. Move to left lane!	Police	

FAR 30 Mile Route 5.13.16

All changes saved in Drive

Add layer
 Share
 Preview

[Add Destination](#)

Directions from 56-78 Lincoln Ave...

- Bicycling
- A** 56-78 Lincoln Ave, Rye Brook...
- B** 3-5 Bedford Rd, Greenwich, C...
 - [Add Destination](#)

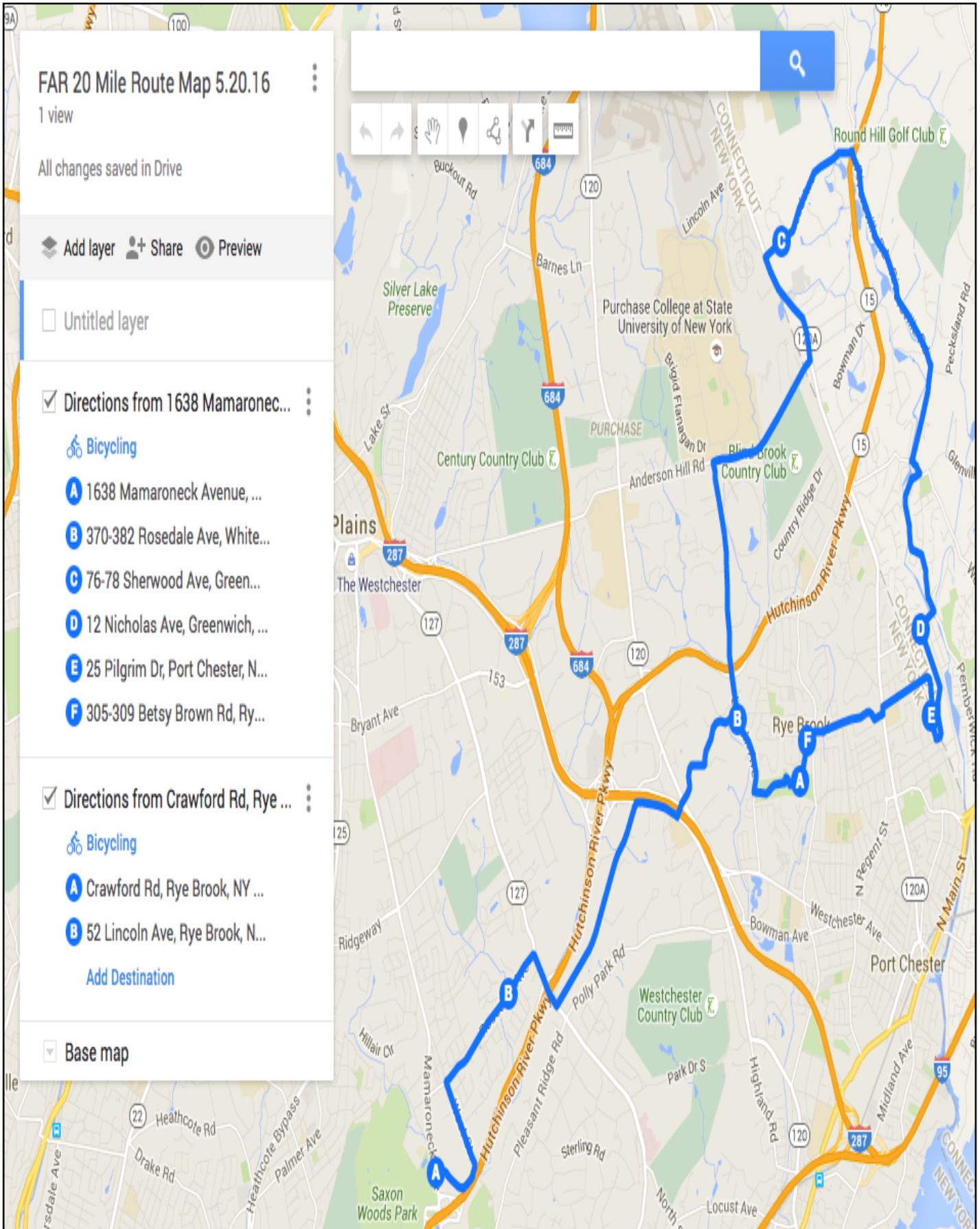
Untitled layer

Directions from 17 Bedford Rd, Gr...

- Bicycling
- A** 17 Bedford Rd, Greenwich, C...
- B** 55 Burying Hill Rd, Greenic...
- C** 631-633 Round Hill Rd, Gree...
- D** 1 Day Rd, Armonk, NY 10504,...
- [Add Destination](#)

Directions from 41-45 N Greenwic...

- Bicycling
- A** 41-45 N Greenwich Rd, Armo...



July 26, 2016

RESOLUTION

CONSIDERING THE APPROVAL OF THE MINUTES FOR THE MEETINGS HELD ON JUNE 14, 2016, JUNE 28, 2016, AND JULY 12, 2016.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Board of Trustees approve the minutes for the meeting held on June 14, 2016, June 28, 2016, and July 12, 2016.

**VILLAGE OF RYE BROOK
BOARD OF TRUSTEES MEETINGS
VILLAGE HALL, 938 KING STREET
TUESDAY, JUNE 14, 2016**

AGENDA

7:00 P.M. – EXECUTIVE SESSION:

- 1) Legal matters & advice regarding the Fire Protection Agreement by and between the Village of Port Chester and the Village of Rye Brook, and the Rye Brook career firefighters.
- 2) Tax Certiorariø and other tax assessment challenges.

7:30 P.M. – REGULAR MEETING

PLEDGE OF ALLEGIANCE

REPORT/PRESENTATIONS:

- 1) Town Assessor report on the tentative assessment roll and grievance process.

PUBLIC HEARINGS:

- 1) Continuation of a public hearing on site plan and subdivision applications by K&M Bowman Avenue and Win Ridge for a park on Bowman Avenue.

RESOLUTIONS:

- 1) Considering site plan and subdivision applications by K&M Bowman Avenue and Win Ridge for a park on Bowman Avenue.
- 2) Considering the waiver of restricted hours for interior filming for a specific filming permit application at the Westchester Hilton.
- 3) Considering a request for the use of Harkness Park by the Blind Brook-Rye Federation of Teachers for an annual event.

**Board of Trustees Meeting
June 14, 2016
Page 1**

- 4) Setting a public hearing on a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.
- 5) Considering awarding Bid 16-02, Paving of Various Streets.
- 6) Considering an agreement with the Carver Center for pool and park use.
- 7) Considering an agreement to upgrade Granicus video streaming services.
- 8) Considering the approval of the minutes for the meetings held on May 10 and May 24, 2016.

ADMINISTRATOR'S REPORT

OLD BUSINESS

NEW BUSINESS

DISCUSSION ITEM:

- 1) Considering the regulation of pet stores and pet dealers in Rye Brook

ACTION ON NON-AGENDA MATTERS SUBJECT TO THE CONSENT OF THE TRUSTEES PRESENT AT THE MEETING

THE NEXT SPECIAL AND REGULAR TRUSTEES MEETINGS - Regular Meetings: June 28, 2016 and July 12, 2016

BOARD: Trustee Susan R. Epstein
Trustee David M. Heiser
Trustee Jason A. Klein
Trustee Jeffrey B. Rednick
Mayor Paul S. Rosenberg

**Board of Trustees Meeting
June 14, 2016
Page 2**

VILLAGE STAFF: Alex Frank, Intern, Administrator's Office
Gregory Austin, Chief of Police
Edward Beane, Esq., Village Counsel
Michel Nowak, Superintendent of Public Works
Fred Seifert, Public Access Coordinator/IT
Marilyn Timpone Mohamed, Village Consultant
Paula Patafio, Meeting Secretary

Mayor Paul Rosenberg welcomed everyone to the Tuesday, June 14, 2016 Board of Trustees meeting. He noted that the Board just came from an Executive Session on Legal matters & advice regarding the Fire Protection Agreement by and between the Village of Port Chester and the Village of Rye Brook, and Tax Certiorari's and other tax assessment challenges. He noted that Mr. Bradbury, Village Administrator, was excused from the meeting and Alex Frank, Administrative Intern, would be assisting the Board.

Mayor Rosenberg called for the first item on the agenda:

REPORT/PRESENTATIONS:

1) Town Assessor report on the tentative assessment roll and grievance process.

Denise Knauer, Tax Assessor for the Town of Rye, addressed the Board. She gave a brief overview of the assessment and the grievance process. She noted that the assessments should reflect the market value. That is the amount that the house would sell for. Vision Appraisal did the modeling of the values based on sales. She noted that the average assessment in the Village of Rye Brook went up approximately 1.5%. In the Village of Mamaroneck the average assessment went up .2%, and in Port Chester the percentage was 2.8%. The overall increase was 1.05% for the Town. Notices have been sent out to all residents as of June 2nd. If a resident feels that the assessment is unfair, a grievance can be filed with the Assessment Office. The resident must file the documentation to prove what the value of the home is, and the burden of proof is on the property owner. The form must be filed out as that is the starting point, and then the required documentation must be filed. There is a lot of information on the Tax Assessor's web page, and the staff is available to help residents.

Ms. Knauer noted that the Star Program was changed by the State this year.

**Board of Trustees Meeting
June 14, 2016
Page 3**

Residents can view the information on the internet. New applicants must go to the State to register.

Mayor Rosenberg noted that there is a lot of information on the website at www@TownofRyeny.com. There are other links that are helpful for residents such as sites where you can locate a current owner, deed information, etc.

Mayor Rosenberg thanked Ms. Knauer for the information she provided. Residents who feel that their assessment is unfair submit the grievance form prior to the deadline. Ms. Knauer's staff is available to answer any question or assist with completing the documents.

Mayor Rosenberg, with the consensus of the Board, called for the Discussion Item on the agenda as a courtesy to Mayor Rosenbaum from the Village of Mamaroneck who was in attendance and hoping to address the Board. It was noted that Senator Latimer has informed the Village of Rye Brook that the laws in Mamaroneck have changed as they pertain to pet stores and pet dealers.

DISCUSSION ITEM:

1) Considering the regulation of pet stores and pet dealers in Rye Brook.

Mayor Rosenbaum thanked the Board for the courtesy. He noted that he prepared packets for the Board of Trustees, and handed them out to the Board and staff. He noted that a local law to amend Chapter 156, Dogs and Other Animals, of the Code of the Village of Mamaroneck, to add new Article VI Prohibition on Sales of Commercially Bred Dogs and Cats, has been enacted in the Village of Mamaroneck. Currently the New York City law is being appealed. This local law has to do with the care and consumer protection of dogs and cats. This is a very strong law. It simply says, "The sale of commercial breed cats and dogs is prohibited." This law does not ban all sales of cats and dogs but rather bans puppy mills. The purpose is to give a voice to the voiceless. The way the animals are treated by the puppy mills is egregious.

Mayor Rosenberg noted that the Board was familiar with the fight against puppy mills. He asked that staff draft a local law for Rye Brook and place this matter on an agenda for a public hearing. Mayor Rosenbaum will be informed of the date and time of the public hearing. He was thanked for his concern shown to animals that cannot protect themselves.

Mayor Rosenberg returned to the agenda and called for the first public hearing:

**Board of Trustees Meeting
June 14, 2016
Page 4**

PUBLIC HEARINGS:

1) Continuation of a public hearing on site plan and subdivision applications by K&M Bowman Avenue and Win Ridge for a park on Bowman Avenue.

Steven Silberberg, Esq., addressed the Board as the legal counsel for the applicants. Attorney Silberberg noted that the applicants have received permits and variances, and now all of the approvals that are required for the application to be considered are now in place.

Jim Ryan, Engineer for the project, addressed the Board. He thanked Village Staff and Boards for their input. He reviewed the changes made in response to the comments received. The applicant has worked diligently on the grading. The majority of the features are now out of the flood zone. The entrance to the facility has been changed to coming off of Bowman Avenue. Also in that area is an access that goes directly to Bowman Avenue for pedestrian traffic. Signage will be installed. For people driving into the property there will also be signage directing them. The landscaping has been increased, and a small retaining wall is being constructed to protect the residents. A tree preservation plan has been worked on. Some of the trees that are worthy of protecting have been identified. Overall, the applicants looked at circulation as well as stormwater management. This site will now comply. Pervious pavers are being utilized, and a stormwater management system will be installed. The applicant has made accommodations for the handicapped.

Mayor Rosenberg noted that he walked the property on Friday and found that the changes are improvements. He felt that in order to allow for easier access an additional gate should be installed.

Trustee Susan Epstein questioned the pavers and the type of cleanup work they required. Mr. Ryan noted that there will be some maintenance that is required.

Mayor Rosenberg questioned lighting, and Mr. Ryan noted that the only lighting will be in the parking lot and no light will be thrown towards the new homes. The lighting from the parking lot will light the entrance to the park, not the park area.

Marilyn Timpone-Mohamed, Village Consultant, noted that the Board of Trustees has covered everything that the Planning Board has reviewed, and the Planning Board did a thorough review.

Mayor Rosenberg called for questions or comments from members of the public. There being none, he turned to Ed Beane, Esq., Village Counsel for his recommendation. Attorney Beane reviewed the outstanding issues. Attorney Silberberg noted that the applicants are willing to do some Due Diligence. The clients are anxious to get this projected started and finished before this winter.

Mayor Rosenberg noted that there was an area of the Agreement that he felt should be toned down. The matter will be placed on the next meeting agenda of the Board of Trustees.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the Public Hearing was closed and Ms. Frank called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

Mayor Rosenberg moved to the resolution portion of the agenda:

RESOLUTIONS:

- 1) **Considering site plan and subdivision applications by K&M Bowman Avenue and Win Ridge for a park on Bowman Avenue.**
Mayor Rosenberg called for a motion to adjourn the resolution to the meeting of June 28, 2016

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the resolution was adopted.

Ms. Frank called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

**Board of Trustees Meeting
June 14, 2016
Page 6**

2) **Considering the waiver of restricted hours for interior filming for a specific filming permit application at the Westchester Hilton.**

Ms. Frank read the following resolution:

RESOLUTION

CONSIDERING THE WAIVER OF RESTRICTED HOURS FOR INTERIOR FILMING FOR A SPECIFIC FILMING PERMIT APPLICATION AT THE WESTCHESTER HILTON.

WHEREAS, Section 123-7(a) of the Village Code outlines the permissible hours of filming, indicating that filming may only take place between the hours of 7:00 a.m. and 11:00 p.m. Monday through Friday, and between the hours of 9:00 a.m. and 11:00 p.m. Saturday; and

WHEREAS, an application for interior and exterior filming at the Hilton Westchester on Friday, June 17, 2016 beginning at 2:00p.m. and continuing until Saturday, June 18, 2016 at 5:00am has been received by the Village Clerk's Office; and

WHEREAS, the applicant has agrees to move all vehicles and exterior filming to a more isolated parking area closer to Westchester Avenue and further from any residential properties; and

WHEREAS, the applicant has been advised by the Hilton Westchester that there are no activities or functions that will be scheduled in the temporary tent during any of the times of the filming activities; and

WHEREAS, the applicant has requested that the permissible hours of operation be extended from 11:00pm on June 17, 2016 to 5:00am on June 18, 2016 to accommodate their interior only filming needs inside the Hilton Westchester located at 699 Westchester Avenue; and

WHEREAS, Section 123-10 of the Village Code provides that the Village Board may waive certain provisions of the filming code at their discretion.

NOW, THEREFORE BE IT RESOLVED, that the Village Board hereby waives the filming restrictions with respect to hours of operation and permits the applicant to film interior

**Board of Trustees Meeting
June 14, 2016
Page 7**

only from 11:00pm on Friday, June 17, 2016 until 5:00am on Saturday, June 18, 2016 at the Hilton Westchester located at 699 Westchester Avenue; and be it

FURTHER RESOLVED, that the Village Clerk is authorized to sign and execute all documents necessary to accomplish the purposes of this resolution.

Ryan Hammer and Charlene Hopson from Landline Productions addressed the Board. They noted this was a small feature. They would start filming around 4:00 and it is a scene in the Woods. Then there is a night time scene ó a train parking lot. They do not need the tent that was proposed to be erected on Hilton property. Ms. Hopson noted that exterior work will wrap up by 11:00 p.m. There is a tight schedule; and they will have a 12 hour day. The scene is supposed to be somewhere in Connecticut, in the middle of nowhere.

The permit will run thru 11:00 p.m. and there will be a police officer on duty.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the resolution was adopted.

The roll was called:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

Mayor Rosenberg called for a resolution out of order from the Agenda:

5) Considering awarding Bid 16-02, Paving of Various Streets

RESOLUTION

CONSIDERING AWARDING BID 16-02, PAVING OF VARIOUS STREETS

**Board of Trustees Meeting
June 14, 2016
Page 8**

WHEREAS, the Village solicited a bid for contract #16-02, Paving Various Roads; and

WHEREAS, the bid for contract #16-02 was advertised in the *Westmore News* as the Official Newspaper of the Village of Rye Brook, and was also made available on the Empire State Purchasing Group bid system; and

WHEREAS, at 10:00am on Wednesday, June 1, 2016 the Village Administrator opened sealed bids as summarized below:

Bidder	Base Bid
Montesano Bros. Inc.	\$597,548.00
Bilotta Construction Corp.	\$597,654.45
PCI Industries Corp.	\$631,189.00
Clove Excavators Inc.	\$638,960.00
Consorti Bros.	\$650,585.00
ELQ Industries	\$652,232.00

**Board of Trustees Meeting
June 14, 2016
Page 9**

NOW, THEREFORE BE IT RESOLVED that following review of the bids by the Village Administrator and Village Engineer, the Village Board of Trustees hereby determines that the lowest responsible bidder meeting all the requirements of the bid document is Montesano brothers for the base bid amount of \$597,548.00.

BE IT FURTHER RESOLVED, that the Mayor and Village Administrator are hereby authorized to execute and deliver any documents necessary and appropriate to accomplish the purposes of this resolution.

Mayor Rosenberg called upon Mr. Mikal Nowak, Village Engineer for a review. Mr. Nowak reviewed the process for the bid, and the current status. He reviewed the list of proposed streets to be paved, and noted that the high bidder has worked in surrounding municipalities. The line stripping will start in early July.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the resolution was adopted.

The roll was called:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

Mayor Rosenberg called for resolution #3

3) Considering a request for the use of Harkness Park by the Blind Brook-Rye Federation of Teachers for an annual event.

Ms. Frank read the following resolution:

RESOLUTION

**CONSIDERING A REQUEST FOR THE USE OF HARKNESS PARK BY THE
BLIND BROOK-RYE FEDERATION OF TEACHERS
FOR AN ANNUAL EVENT**

WHEREAS, in an email dated June 5, 2016, Nick Bianculli, President-Elect of the Blind Brook ó Rye Federation of Teachers requested the use of Harkness Park on Wednesday, August 31, 2016 from 3:00pm to 6:00pm to host the öBlind Brook-Rye Federation of Teachers Meet and Greet.ö

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Village of Rye Brook hereby approves the use of Harkness Park on Wednesday, August 31, 2016 from 3:00pm to 6:00pm for the öBlind Brook- Rye Federation of Teachers Meet and Greet.ö

Mayor Rosenberg noted that a similar request has been made in prior years.

On a motion made by Trustee Klein, and seconded by Trustee Epstein the resolution was adopted.

The roll was called:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

- 4) **Setting a public hearing on a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.**

Ms. Frank read the following resolution:

**Board of Trustees Meeting
June 14, 2016
Page 11**

RESOLUTION

SET A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO REDUCE THE LENGTH OF TIME PRIOR TO THE EXPIRATION OF A BUILDING PERMIT, AND TO REQUIRE PERMITS FOR REPLACEMENT WINDOWS AT THE BOARD OF TRUSTEE MEETING HELD ON JUNE 28, 2016.

BE IT RESOLVED, that the Village of Rye Brook Board of Trustees set a public hearing on a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows at the Board of Trustee meeting held on June 28, 2016.

Residents were exempted from needing a permit for replacing in-kind windows. New York State Law has changed and now the Village must require a permit for replacement windows. No Architectural Review Board review is required if you are not changing the shape of the window. This change is really a cleanup of the Village's Code. The resolution before the Board is to set a public hearing

On a motion made by Trustee Klein, and seconded by Trustee Epstein, the resolution was adopted.

The roll was called:

Trustee Susan Epstein	voting ayer
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

6) Considering an agreement with the Carver Center for pool and park use.

Ms. Frank read the following resolution:

**Board of Trustees Meeting
June 14, 2016
Page 12**

RESOLUTION

**CONSIDERING AN AGREEMENT WITH THE CARVER CENTER FOR POOL
AND PARK USE.**

WHEREAS, the Village of Rye Brook Recreation Department desires to enter an agreement for the use of certain pool and related facilities at the Carver Center to support the Rye Brook day camp; and

WHEREAS, in exchange for the use of the Carver Center pool and related facilities at no cost to the village except for the cost for a Lifeguard and Water Safety Instructor, the Carver Center will have use of Garibaldi Park for seven (7) weeks over the summer from Monday through Friday, from 8:00 A.M. to 1:00 P.M. to hold a sports camp.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Administrator are hereby authorized to execute and deliver all documents necessary or appropriate for the execution of said use agreement to permit use of the Carver Center pool for the Rye Brook day camp, and to allow the use of Garibaldi Park for seven (7) weeks in the mornings for the use of the Carver Center sports camp.

Mayor Rosenberg noted that Mr. Christopher Bradbury had arrived for the meeting.

Trustee Rednick noted that he heard that a lot of the campers do not like the Carver Center. Mr. Bradbury noted that the Village switched from using the SUNY Purchase Pool because the times were very limited, and the Village was only able to use a few lanes. Carver Center has more time slots to offer, as well as having the whole pool available. An agreement is put in place every year.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the resolution was adopted.

The roll was called:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye

**Board of Trustees Meeting
June 14, 2016
Page 13**

Trustee Jeffrey Rednick
Mayor Paul Rosenberg

voting aye
voting aye

7) **Considering an agreement to upgrade Granicus video streaming services.**

Ms. Frank read the following resolution:

RESOLUTION

CONSIDERING AUTHORIZING THE VILLAGE OF RYE BROOK TO ENTER INTO A SERVICE AGREEMENT WITH GRANICUS, INC. FOR AN UPGRADE OF THEIR STREAMING VIDEO SERVICES.

WHEREAS, the Village has had a service agreement with Granicus, Inc. for streaming video and other related services since 2007; and

WHEREAS, the current Granicus, Inc. system needs to be upgraded in order to improve quality and to make it compatible with various other video viewing products such as Apple devices; and

WHEREAS, the new Granicus, Inc. system is also compatible with I Compass, our newly selected agenda management software system; and

WHEREAS, the total cost one-time of the new encoder upgrade is \$3,500, and the additionally monthly cost will go up \$100 per month from \$660/month to \$760/month representing the first price increase since we began with Granicus, Inc. in 2007.

NOW, THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby authorizes the Village of Rye Brook to enter into a new service agreement with Granicus, Inc. for an upgrade of their streaming video services, subject to any modifications recommended by Village Counsel; and

BE IT FURTHER RESOLVED, that the Mayor and Village Administrator are hereby authorized to execute and deliver any documents necessary and appropriate to accomplish the purposes of this resolution.

**Board of Trustees Meeting
June 14, 2016
Page 14**

Mr. Bradbury noted that the Village definitely needed this upgrade. It was hard to watch the streaming video. The new system is much better.

On a motion made by Trustee Susan Epstein, and seconded by Trustee Heiser, the resolution was adopted.

The roll was called:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

8) Considering the approval of the minutes for the meetings held on May 10 and May 24, 2016.

Alex Frank read the following resolution:

RESOLUTION

CONSIDERING THE APPROVAL OF THE MINUTES FOR THE MEETINGS HELD ON MAY 10 AND MAY 24, 2016.

BE IT RESOLVED that the Village of Rye Brook Board of Trustees approves the minutes for the meetings held on May 10, 2016 and May 24, 2016.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the minutes were adopted.

The roll was called:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

**Board of Trustees Meeting
June 14, 2016
Page 15**

ADMINISTRATOR’S REPORT:

Alex Frank, Administrative Intern, gave a brief report for the Board. She thanked the Department of Public Works for their Work at the Rye Brook Birthday Party, which was a success. She noted the dates that the Village is holding movies in the park, starting on June 24th. Summer event flyers are available for residents who are interested.

Mayor Rosenberg noted this years Birthday Party was the best yet. It was a great event.

Mayor Rosenberg called for members of the public wishing to address the Board. There being no one, he noted that the next Regular Meetings of the Board of Trustees were June 28, 2016 and July 12, 2016, and called for a motion and a second to go into an Executive Session. On a motion and a second, the meeting was adjourned at 8:55 p.m. and the Board left the Board room to go back to an Executive Session.

The roll was called:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

**Board of Trustees Meeting
June 14, 2016
Page 16**

**VILLAGE OF RYE BROOK
BOARD OF TRUSTEES MEETINGS
VILLAGE HALL, 938 KING STREET
TUESDAY, JUNE 28, 2016**

AGENDA

7:00 P.M. – EXECUTIVE SESSION:

- 1) Legal matters and advice regarding the Fire Protection Agreement by and between the Village of Port Chester and the Village of Rye Brook, and the Rye Brook career firefighters.
- 2) Teamsters Negotiations

7:30 P.M. – REGULAR MEETING

PLEDGE OF ALLEGIANCE

REPORT/PRESENTATIONS

PUBLIC HEARINGS

RESOLUTIONS:

- 1) Considering site plan and subdivision applications by K&M Bowman Avenue and Win Ridge for a park on Bowman Avenue.
- 2) Setting a public hearing on a local law modifying the Village Code regarding fences/walls.
- 3) Setting a public hearing on a local law modifying the Village Code regarding home occupations.
- 4) Re-setting a public hearing on a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.

**Board of Trustees Meeting
June 28, 2016**

1

- 5) Considering a renewal of a consulting agreement with CPI-HR Regarding the Affordable Care Act (ACA).
- 6) Considering a renewal of a Tree Service contract with Central Tree Service, Inc.
- 7) Considering the approval of the minutes for the meeting held on June 14, 2016.

ADMINISTRATOR’S REPORT

OLD BUSINESS

- 1) Street Lights

NEW BUSINESS

DISCUSSION ITEM:

ACTION ON NON-AGENDA MATTERS SUBJECT TO THE CONSENT OF THE TRUSTEES PRESENT AT THE MEETING

THE NEXT SPECIAL AND REGULAR TRUSTEES MEETINGS:

Regular Meetings: July 12, 2016 and July 26, 2016

BOARD: Trustee Susan R. Epstein
Trustee David M. Heiser
Trustee Jeffrey B. Rednick
Mayor Paul S. Rosenberg

Excused: Trustee Jason A. Klein

VILLAGE STAFF: Christopher Bradbury, Village Administrator
Gregory Austin, Chief of Police
Edward Beane, Esq., Village Counsel
Michel Nowak, Superintendent of Public Works
Fred Seifert, Public Access Coordinator/IT
Marilyn Timpone Mohamed, Village Consultant
Paula Patafio, Meeting Secretary

**Board of Trustees Meeting
June 28, 2016**

2

The meeting opened with Sal Molino, Jr. leading the Board in the Pledge of Allegiance.

Mayor Paul Rosenberg welcomed everyone to the Tuesday, June 28, 2016 Board of Trustees meeting. He noted that the Board just came from an Executive Session on Legal matters & advice regarding the Fire Protection Agreement by and between the Village of Port Chester and the Village of Rye Brook, and Teamster Negotiations. Mayor Rosenberg stated that Trustee Jason Klein was excused from attendance at the meeting.

Mayor Rosenberg sadly noted that the Village lost an employee who had been with the Village for 20 years this past weekend. Carmella Swick, who worked in the Recreation Department, will be missed. Her offered condolences to her family.

Mayor Rosenberg called for the first item on the agenda:

RESOLUTIONS:

- 1) **Considering site plan and subdivision applications by K&M Bowman Avenue and Win Ridge for a park on Bowman Avenue.**

Mr. Christopher Bradbury, Village Administrator, read the following resolution:

RESOLUTION

CONSIDERING AN APPLICATION BY RYE RIDGE PARK LLC FOR APPROVAL OF AN AMENDED SITE PLAN FOR THE RYE RIDGE SHOPPING CENTER, AND A THIRD AMENDED SITE PLAN AND AMENDED SUBDIVISION FOR THE PROJECT ENTITLED "BOWMAN AVENUE DEVELOPMENT"

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, the Board of Trustees is in receipt of an application by Rye Ridge Park LLC (Applicant) on behalf of property owners K&M Realty Group, Ltd. and Win Plaza-De LLC, for approval of an Amended Site Plan for the Rye Ridge Shopping Center located on Bowman Avenue, designated as Parcel ID 141.27-1-7 on the Town of Rye Tax Map and located

**Board of Trustees Meeting
June 28, 2016**

3

in the C1-P Zoning District and the Scenic Roads Overlay District, and a Third Amended Site Plan and Amended Subdivision for property located on Bowman Avenue, designated as Parcel ID 141.26-1-1 on the Town of Rye Tax Map and located in the C1 Zoning District and the Scenic Roads Overlay District; and

WHEREAS, the Board of Trustees is the Approval Authority for the application; and

WHEREAS, the Board of Trustees reviewed the following plans and application materials in connection with the Application:

1. Application for Subdivision of Land dated 3/18/16
2. Application for Site Plan Approval dated 4/1/16
3. Site Plan Submittal Review Check List dated 4/1/16
4. Full Environmental Assessment Form (Part 1) and EAF Mapper Summary Report dated 3/16/16
5. Rye Ridge Park Stormwater Pollution Prevention Plan prepared by John Meyer Consulting, Armonk, N.Y., dated 3/16/16 revised 6/3/16
6. Letter to the Planning Board from John Meyer Consulting, Armonk, N.Y., dated June 3, 2016
7. Letter to the Planning Board from John Meyer Consulting, Armonk, N.Y., dated May 6, 2016
8. Letter to the Planning Board from John Meyer Consulting, Armonk, N.Y., dated April 1, 2016
9. Letter to the Board of Trustees from John Meyer Consulting, Armonk, N.Y., dated March 17, 2016
10. ALTA/ACSM Land Title Survey of Rye Ridge Shopping Center, Sheet ALTA-1, prepared by John Meyer Consulting, Armonk, N.Y., dated 7/12/13, revised 7/25/13
11. Survey of Property, Sheet SU-1, prepared by John Meyer Consulting, Armonk, N.Y., dated 11/19/1993, revised 10/21/2008
12. Sheet PIP-1, "Preliminary Subdivision Plan," prepared by John Meyer Consulting, Armonk, N.Y., dated 3/1/16, revised 6/24/16
13. Engineer's Site Plans prepared by John Meyer Consulting, Armonk, N.Y.:
14. Gate Location Figure 1 dated 06/28/16

<u>Sheet Number</u>	<u>Sheet Title</u>	<u>Dated</u>
SP-1	<i>Cover Sheet</i>	3/15/16 rev. 6/3/16

**Board of Trustees Meeting
June 28, 2016
4**

SP-2	<i>Existing Conditions Plan</i>	3/15/16 rev. 6/3/16
SP-3	<i>Site Demolition Plan</i>	3/15/16 rev. 6/3/16
SP-4	<i>Site Layout Plan</i>	3/15/16 rev. 6/3/16
SP-5	<i>Site Grading Plan</i>	3/15/16 rev. 6/3/16
SP-6	<i>Site Utilities Plan</i>	3/15/16 rev. 6/3/16
SP-7	<i>Site Erosion and Sediment Control Plan</i>	3/15/16 rev. 6/3/16
SP-8	<i>Site Landscaping Plan</i>	3/15/16 rev. 6/3/16
SP-9	<i>Site Lighting Intensities Plan</i>	5/5/16 rev. 6/3/16
SP-10	<i>Construction Details</i>	3/15/16 rev. 6/3/16
SP-11	<i>Construction Details</i>	3/15/16 rev. 6/3/16
SP-12	<i>Construction Details</i>	3/15/16 rev. 6/3/16
SP-13	<i>Construction Details</i>	3/15/16 rev. 6/3/16
SP-14	<i>Construction Details</i>	3/15/16 rev. 6/3/16
SP-15	<i>Construction Details</i>	3/15/16 rev. 6/3/16
ZC-1	<i>Zoning Compliance Plan K&M Parcel</i>	3/15/16 rev. 6/3/16
ZC-2 and	<i>Zoning Compliance Plan WIN Plaza Parcel</i>	4/28/16 rev. 6/3/16;

WHEREAS, site plan and subdivision approval for the Bowman Avenue Development project by K&M Realty Group, Ltd. was previously granted by the Board of Trustees on July 24, 2007 after the Board of Trustees adopted a Findings Statement pursuant to the New York State Environmental Quality Review Act (“SEQRA”) on December 16, 2006; and

**Board of Trustees Meeting
June 28, 2016
5**

WHEREAS, an Amended Site Plan was thereafter approved by the Board of Trustees on January 22, 2013 following the adoption of a Negative Declaration pursuant to SEQRA; and

WHEREAS, a Second Amended Site Plan was thereafter approved by the Board of Trustees on January 28, 2014 following the adoption of a Negative Declaration pursuant to SEQRA; and

WHEREAS, the Applicant now proposes to modify the municipal park parcel design and modify the existing shopping center parcel to add parking for use by Rye Ridge Plaza on a small portion of the “Strip” that is proposed to be subdivided from the “Strip” to create to substandard lots; and

WHEREAS, the Board of Trustees, pursuant to the State Environmental Quality Review Act (SEQRA) determined the proposed action to be an Unlisted Action pursuant to SEQRA which will undergo a coordinated review; and

WHEREAS, on March 22, 2016 the Board of Trustees referred the application to the Village of Rye Brook Planning Board for report and recommendation and the Planning Board issued its report to the Board of Trustees on May 12, 2016; and

WHEREAS, on April 1, 2016 the Board of Trustees circulated Notice of Intent to declare itself Lead Agency pursuant to SEQRA; and

WHEREAS, on May 4, 2016, the applications were referred to the Westchester County Department of Planning, Town/Village of Harrison, City of Rye and the Port Chester-Rye Union Free School District; and

WHEREAS, the Village received comments from the Westchester County Department of Planning, dated April 11, 2016 and May 16, 2016; and

WHEREAS, the project has been revised to address comments of the Westchester County Department of Planning; and

WHEREAS, on May 24, 2016 the Board of Trustees determined a supplemental environmental impact statement is not required and adopted an Amended Findings Statement pursuant to SEQRA certifying that all significant adverse environmental impacts have been mitigated or eliminated to the maximum extent practicable; and

**Board of Trustees Meeting
June 28, 2016**

6

WHEREAS, a duly advertised public hearing was opened by the Board of Trustees on May 24, 2016, at which time all those wishing to be heard on the Application were given such opportunity, and the public hearing was closed on June 14, 2016; and

WHEREAS, on June 7, 2016 the Zoning Board of Appeals granted six (6) area variances for the proposed project; and

WHEREAS, on June 9, 2016 the Planning Board granted a Wetland Permit and Steep Slopes Permit for the “Strip” subject to the approval of the pending Amended Site Plan and Subdivision applications; and

WHEREAS, the Board of Trustees has reviewed memoranda from Village Planning Consultant Frederick P. Clark Associates, Inc. dated April 8, 2016, May 6, 2016, and June 13, 2016, and memoranda from Village Engineering Consultant Dolph Rotfeld Engineering, P.C. dated April 8, 2016, May 12, 2016, and June 10, 2016; and

WHEREAS, the Board of Trustees is fully familiar with the prior environmental review conducted for the Bowman Avenue Development project and has reviewed and considered the Planning Board’s report and recommendation, all submittals by the Applicant, and all memoranda issued by Village staff and consultants, as well as involved and interested agencies.

NOW, THEREFORE, BE IT RESOLVED, that the applications by Rye Ridge Park LLC on behalf of property owners K&M Realty Group, Ltd. and Win Plaza-De LLC, for (1) approval of an Amended Site Plan for the Rye Ridge Shopping Center located on Bowman Avenue, designated as Parcel ID 141.27-1-7, and (2) approval of a Third Amended Site Plan and Amended Preliminary and Final Subdivision for property located on Bowman Avenue, designated as Parcel ID 141.26-1-1, to permit construction of a passive park and parking facilities to be shared between the users of the passive park and the shopping center, along with other ancillary site improvements as shown on the plans listed herein, are hereby approved subject to the following conditions:

General Conditions:

1. All references to the Applicant shall include the Applicant’s successors and assigns.
2. The Applicant shall attach a copy of this Resolution to the building permit application.

**Board of Trustees Meeting
June 28, 2016**

7

3. The existing chain link fence located near the trash enclosure on the south side of the Win Plaza De-LLC parcel (141.27-1-7) shall remain, and an additional gate shall be added through said chain link fence and the existing path shall be extended as depicted on the plan Gate Location Figure 1 dated June 28, 2016 to enhance public access to Roanoke Park.
4. Two feet of clean fill shall be installed over unpaved areas of the Strip to cap areas where polycyclic aromatic hydrocarbon (PAH) compounds were detected and prevent direct contact with the underlying soil. The Applicant shall provide the Village with any reports, test results or communications with third parties, including NYSDEC, created or received after June 14, 2016 concerning the Strip immediately upon receipt, which obligation shall be continuing. Any biovent remaining on the Strip shall be removed by the Applicant, subject to recommendation of the Village's consulting environmental engineer.
5. A turbidity curtain shall be used during construction and/or any other method or methods determined to be necessary by the Village Engineer/Superintendent of Public Works, consultants or other approving agencies, to prevent migration of silt into the Bowman Avenue Pond.
6. Swimming, boating, fishing or other water related recreational activities shall be prohibited. Appropriate signage to that effect shall be installed by the Applicant.
7. Construction of the park improvements shall commence within six (6) months of obtaining a building permit or one (1) year from the date of this Resolution whichever occurs sooner, unless such time frame is otherwise extended by resolution of the Board of Trustees.
8. An offer of dedication for the park parcel shall be submitted within six (6) months of the issuance of a building permit or one (1) year from the date of this Resolution, whichever occurs sooner unless such time frame is otherwise extended by resolution of the Board of Trustees.
9. Construction of all improvements to the "Strip" shall be completed prior to the Village's acceptance of any offer of dedication. The Village will not consider an offer of dedication of the remaining portion of the Strip intended for use as a passive park until remediation has been completed to the satisfaction of the Village's consulting environmental engineer in accordance with its February 10, 2015 report as confirmed on March 23, 2015 by Edward Moore of NYS DEC and the Village consulting environmental engineer's June 1, 2016 letter, which are

**Board of Trustees Meeting
June 28, 2016**

8

annexed to the Resolution as Exhibit "A". In the event the approved passive park is not constructed, the Village shall receive a fee in lieu of parkland as required pursuant to the prior site plan approvals for the Strip and the Peninsula.

10. An area at a suitable location to be agreed to by Rye Ridge Park LLC and the Village Board shall be dedicated to the late sister-in-law (Beverly Lieberman) and late uncle (Ronald Berger) of the principal of property owner K&M Realty Group Ltd. A memorial plaque paid for and provided by K&M may be installed as approved by the Village Board.
11. Use of the park shall be consistent with those uses in a passive park. No sports courts, pools, community buildings or similar structures shall be constructed. Structures consistent with a passive park, such as a small maintenance building for park equipment storage or tot lot playground equipment shall be permitted.
12. This approval shall be subject to all conditions of the Planning Board's approval of the Steep Slopes Permit and Wetlands Permit and the Zoning Board of Appeals approval of variances. Unless otherwise stated in the Planning Board's Resolution approving the Steep Slopes Permit and Wetlands Permit, , pursuant to Sections 213-12.D and 213-13.A of the Village Code the Steep Slopes Permit shall expire upon completion of the work and shall be valid for a period of one year from the date of issue unless otherwise extended by the Planning Board, and pursuant to Section 245-11.B(2) of the Village Code the Wetlands Permit shall expire one year from the date of issue unless otherwise extended by the Planning Board. Unless otherwise stated in the Zoning Board's Resolution approving the variances, pursuant to Section 250-13.H of the Village Code the variances shall become null and void unless a building permit is issued within six months of the date of the granting of the variance or unless such time period is otherwise extended by the Zoning Board of Appeals.
13. Conditional approval of the Final Subdivision Plat shall expire one hundred eighty (180) days from the date of the adoption of this resolution unless all items required to be completed prior to the Mayor's signing of the plat have been certified as completed and the Final Plat has been submitted for endorsement by the Mayor, or unless a written request for an extension of Final Subdivision Plat Approval is granted. The Village Board may grant ninety (90) day extensions to said time period.

**Board of Trustees Meeting
June 28, 2016**

9

14. Once the Final Subdivision Plat has been endorsed by the Mayor, said plat must be filed in the Westchester County Clerk's Office within sixty-two (62) days. After said filing, five (5) copies of the Final Plat certified by Westchester County shall be submitted to the Village within thirty (30) days of filing.

Prior to the signing of the Final Subdivision Plat by the Mayor, the following conditions shall be satisfied:

15. All application fees and professional review fees shall be paid in full.
16. Submit a certificate from Town of Rye Tax Assessor stating that all taxes levied, and all taxes that are a lien against the property, have been paid.
17. All existing and proposed easements shall be clearly identified on the plat.
18. The form and content of the plat shall conform to all applicable requirements of Chapter 219 of the Village Code.
19. The Applicant shall seek and obtain all required permits and/or approvals from the appropriate agencies, including but not limited to Westchester County Department of Health, and shall meet all conditions contained in such approvals, as required therein.
20. Percolation tests shall be performed to validate the infiltration rate assumptions made in the stormwater design prior to filing for coverage under the NYSDEC SPDES General Permit No. GP-0-15-002. The office of the Village Consulting Engineer shall be notified prior to testing for inspection (Dolph Rotfeld Engineering, P.C., 914-631-8600).
21. Prior to filing for coverage under the NYSDEC SPDES General Permit No. GP-0-15-002, the final SWPPP shall be submitted for review, including full and complete copies of all sheets in Appendix D.
22. The Applicant shall obtain a Stream Control Permit from Westchester County Department of Public Works and Transportation.
23. The Applicant must submit to the Village for review by the Village Attorney as to form, all necessary easements and restrictive covenants providing for shared parking for the proposed park, ingress and egress from Bowman Avenue to the proposed park for public access to the park and access by the Village for park maintenance purposes, plus any other necessary easement or restriction, including temporary construction easements. All necessary easements and restrictive

**Board of Trustees Meeting
June 28, 2016**

10

covenants shall be recorded by the Applicant simultaneously with the Final Subdivision Plat. The following documents, along with any other easement or restrictive covenant deemed necessary by the Village, shall be submitted for review by the Village Attorney:

- a. General:
 - i. Modification of the terms and conditions of Declaration of Restrictive Covenant and the Agreement between Village of Rye Brook and K&M Realty Group, Ltd., dated May, 1994, prohibiting parking lots as principal uses on the Strip.
 - ii. Restrictive Covenant over the Strip (Proposed Lots A & B) identifying the presence of PAH compounds and precluding any future residential use without appropriate remediation of the PAH compounds for such use.

- b. Win Plaza, LLC Parcel (Parcel ID 141.27-1-7):
 - i. Existing WCDEF 12 foot wide Sanitary Sewer Trunk Easement
 - ii. 10 foot wide Temporary Grading Easement to RRP LLC & Village of Rye Brook
 - iii. 10 Foot wide Pedestrian Access Easement to the Village of Rye Brook
 - iv. 15 foot wide Utility Easement (elec. Conduit) to the Village of Rye Brook
 - v. General Ingress, Egress & Parking Easement to the Village of Rye Brook (no set width)

- c. Rye Ridge Park LLC Parcel (Proposed Lot A):
 - i. Existing WCDEF 12 foot wide Sanitary Sewer Trunk Easement
 - ii. 15 foot wide Utility Easement (elec. Conduit) to the Village of Rye Brook
 - iii. 10 foot wide Temporary Grading Easement to the Village of Rye Brook
 - iv. General Ingress, Egress & Parking Easement to the Village of Rye Brook (no set width)

- d. Village of Rye Brook Rye Ridge Park Parcel (Proposed Lot B):
 - i. 10 foot wide Temporary Grading Easement to Rye Ridge Park LLC
 - ii. 10 foot wide Temporary Grading Easement to Win Plaza, LLC
 - iii. 15 foot wide Drainage Easement to Rye Ridge Park LLC

**Board of Trustees Meeting
June 28, 2016**

11

24. The Village acknowledges receipt of a performance guaranty in the form of a cash deposit previously submitted by K&M Realty Group Ltd to the Village to cover, among other things, the park improvements as approved by the Village Board on January 28, 2014 and July 24, 2007. To the extent the cost estimate for the park improvements approved herein exceeds the amount posted to guaranty the performance of the previously approved park improvements, the Applicant shall submit a bond, letter of credit or other guaranty in an amount to be determined by the Village Engineer/Superintendent of Public Works to cover the exceedance and guaranty performance of the improvements.

Prior to the issuance of a building permit the following conditions shall be satisfied:

25. Proof of recording of the easements and restrictive covenants referenced above shall be submitted to the Village, including a copy of each recorded document.
26. Five (5) copies of the Final Plat certified by Westchester County shall be submitted to the Village within thirty (30) days of filing with the Westchester County Clerk's Office, Division of Land Records.
27. The Applicant shall provide a final, detailed monitoring and maintenance plan for all wetland buffer and steep slope plantings to the satisfaction of the Village Engineer/Superintendent of Public Works and/or consultants.
28. The Applicant shall provide a final, detailed monitoring and maintenance plan for all stormwater management facilities to the satisfaction of the Village Engineer/Superintendent of Public Works and/or consultants.
29. The Applicant shall provide the Village a final construction management plan which includes times and routes for construction vehicles, number of trucks, number of trips, dust and noise mitigation measures, and coordination with the Port Chester Middle School schedule to avoid traffic conflicts during school arrival and dismissal times. Construction traffic shall be scheduled to avoid generation of construction related traffic that coincides with roadway peak hours. The construction management plan is subject to review and approval by the Village Engineer/Superintendent of Public Works, Building and Fire Inspector, and fire and police services and any other consultants determined to be necessary by the Village Engineer/Superintendent of Public Works.

BE IT FURTHER RESOLVED, that all requirements, conditions and mitigation measures related to the project as established by the Board of Trustees in the Amended Findings Statement, adopted May 24, 2016, shall constitute express conditions of this approval, except as

**Board of Trustees Meeting
June 28, 2016
12**

may be otherwise stated herein, and shall constitute obligations of the Applicant thereunder and its successors and assigns, and shall be continuing and enforceable by this Village Board of Trustees or its designated representative.

BE IT FURTHER RESOLVED, that this approval shall supersede the amended site plan approval granted by the Board of Trustees on January 28, 2014, as it relates to the "Strip" including all conditions applicable to the Strip. Such January 28, 2014 approval shall remain in effect as it relates to the "Peninsula."

BE IT FURTHER RESOLVED, that no permits shall be issued until the Applicant has paid to the Village all applicable fees and professional review fees incurred in connection with review of this Application.

It was noted that the resolution is lengthy. Anyone interested in reading the entire resolution can obtain a copy from his office. It was also noted that the conditions read will apply.

Mr. Stohlman of WinRidge thanked the Board of Trustees, Boards, Village Staff, and Consultants for all of the hard work on this project.

Mayor Rosenberg questioned condition #7 of the resolution. Edward Beane, Esq., Village Counsel, reviewed the condition, noting that the Village fully expects that the project will move forward.

Marilyn Timpone Mohamed, Village Consultant, noted that the applicant has provided everything that has been requested and everything complies. She also noted that she received a revised version of the map showing the easements. The Preliminary Subdivisions Plan had an original date of 6/3 and the revision is dated 6/23. This plan also shows the gates. Attorney Beane noted that Ms. Timpone Mohamed was correct, the last revision was on 6/27 and he would make sure that the most recent plan was sent out. The revision to the plan shows the easements and the correct date is 6/24.

Mr. Bradbury pointed out a change to the gate location on figure 1.

Mayor Rosenberg noted that this project has been a long time coming. He thanked the applicants for responding to all of the Village's concerns.

**Board of Trustees Meeting
June 28, 2016
13**

On a motion made by Trustee Susan Epstein, and seconded by Trustee Jeffrey Rednick, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

Mayor Rosenberg congratulated the applicants on the approval.

2) **Setting a public hearing on a local law modifying the Village Code regarding fences/walls.**

Mr. Bradbury read the following resolution:

RESOLUTION

**SETTING A PUBLIC HEARING ON A PROPOSED LOCAL LAW MODIFYING
THE VILLAGE CODE REGARDING
THE MAINTENANCE OF FENCES AND WALLS**

WHEREAS, the Village Board referred a proposed local law modifying the Village Code regarding maintenance of fences, landscape walls and retaining walls to the Planning Board for a report and recommendation; and

WHEREAS, on the June 9, 2016 the Planning Board approved a report and recommendation supporting a revised modification to the Village Code regarding the maintenance of fences, landscape walls and retaining walls; and

**Board of Trustees Meeting
June 28, 2016
14**

WHEREAS, the proposed local law is a Type II action under SEQRA and therefore no further environmental review is required.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Board of Trustees shall hold a public hearing on a proposed local law on July 12, 2016 at 7:30 P.M., 938 King Street, Rye Brook, NY, to consider the proposed local law regarding the maintenance of fences, landscape walls and retaining walls.

The Planning Board has reviewed this matter. Mr. Bradbury noted that the new local law pertains to commercial properties.

The residents from 2 and 4 Paddock Road addressed the Board. They noted that the adjacent properties have pools. There is one fence between the two properties and now the Village is trying to require redundant fencing. It is very frustrating. They contacted the State in an attempt to receive a variance. Having two fences, side-by-side, is dangerous. This will cause safety and health hazards. The residents cannot understand why the Village would try to impose the construction of a second fence, 3 inches from the existing fence.

Mr. Bradbury noted that this is a safety issue. Both properties have a pool, and pools need to be fenced in. This is State Code. Attorney Beane, stated that he was aware of the issue and the Code. He would need to do an additional review of the Code to gather all of the facts before he could speak. He will review this matter and prepare a response for the next Board of Trustee meeting. He thanked the residents for bringing this to the Village's attention.

On a motion made by Trustee Epstein, and seconded by Trustee David Heiser, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

**Board of Trustees Meeting
June 28, 2016
15**

- 3) **Setting a public hearing on a local law modifying the Village Code regarding home occupations.**

Mr. Bradbury read the following resolution:

RESOLUTION

**SETTING A PUBLIC HEARING ON A LOCAL LAW MODIFYING THE
VILLAGE CODE REGARDING HOME OCCUPATIONS**

WHEREAS, the Village Board referred a proposed local law modifying the Village Code regarding home occupations to the Planning Board for a report and recommendation; and

WHEREAS, on the June 9, 2016 the Planning Board approved a report and recommendation supporting modifications to the Village Code regarding home occupations and the requirement that the owner is a full-time resident at the premises and works at and owns a majority interest in the home occupation; and

WHEREAS, the proposed local law is a Type II action under SEQRA and therefore no further environmental review is required.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Board of Trustees shall hold a public hearing on a proposed local law on July 12, 2016 at 7:30 P.M., 938 King Street, Rye Brook, NY, to consider the proposed local law regarding

**Board of Trustees Meeting
June 28, 2016
16**

home occupations and the requirement that the owner is a full-time resident at the premises and works at and owns a majority interest in the home occupation.

Mr. Bradbury noted that there have been a number of issues, and this public hearing will address those issues.

On a motion made by Trustee Heiser, and seconded by Trustee Epstein, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

- 4) **Re-setting a public hearing on a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.**

Mr. Bradbury read the following resolution:

RESOLUTION

**RE-SETTING A PUBLIC HEARING ON A PROPOSED LOCAL LAW
TO REDUCE THE LENGTH OF TIME PRIOR TO THE EXPIRATION
OF A BUILDING PERMIT, AND TO REQUIRE PERMITS
FOR REPLACEMENT WINDOWS**

WHEREAS, a proposed local law has been prepared to reduce the length of time required prior to the expiration of a building permit; to allow for a modified process for an extension of building permits; and to require permits for replacement windows as a result of changes to the newly adopted 2016 Energy Code of NY State (ECNYS); and

**Board of Trustees Meeting
June 28, 2016**

17

WHEREAS, on June 14, 2016 the Village Board set a public hearing for June 28, 2016 for this proposed local law, but the public hearing was not provided in time to the official newspaper necessitating the need for the Village Board to re-set the date of the public hearing date; and

WHEREAS, the proposed local law is a Type II action under SEQRA and therefore no further environmental review is required.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Board of Trustees shall hold a public hearing on a proposed local law on July 12, 2016 at 7:30 P.M., 938 King Street, Rye Brook, NY, to reduce the length of time required prior to the expiration of a building permit; to allow for a modified process for an extension of building permits; and to require permits for replacement windows as a result of changes to the newly adopted 2016 Energy Code of NY State (ECNYS)

Mr. Bradbury noted that this resolution simply resets the public hearing. There were no additional comments or questions.

On a motion made by Trustee Rednick, and seconded by Trustee Epstein, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

5) **Considering a renewal of a consulting agreement with CPI-HR Regarding the Affordable Care Act (ACA).**

Mr. Bradbury read the following resolution:

**Board of Trustees Meeting
June 28, 2016
18**

RESOLUTION

CONSIDERING THE RENEWAL OF AN AGREEMENT WITH CORPORATE PLANS, INC (CPI-HR) FOR ASSISTANCE WITH ADMINISTRATION OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.

WHEREAS, the Affordable Care Act (ACA) has many new mandates and requirements regarding the Village of Rye Brook's health and welfare benefit program; and

WHEREAS, CPI-HR provides municipal consulting services related to the implementation and requirements mandated by the Affordable Care Act and has provided a proposal to the Village of Rye Brook with an effective start date of August 1, 2016.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby approves the agreement between the Village of Rye Brook and CPI-HR effective August 1, 2016 subject to any changes recommended by Village counsel; and

BE IT FURTHER RESOLVED, that the Mayor and Administrator are authorized to sign any documents pursuant to this agreement.

Mr. Bradbury noted that this is a renewal. This is very good service.

On a motion made by Trustee Epstein, and seconded by Trustee Heiser, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

**Board of Trustees Meeting
June 28, 2016
19**

6) Considering a renewal of a Tree Service contract with Central Tree Service, Inc.

Mr. Christopher Bradbury, Village Administrator, read the following resolution

RESOLUTION

**CONSIDERING A RENEWAL OF A TREE SERVICE CONTRACT WITH
CENTRAL TREE SERVICE, INC.**

WHEREAS, on October 14, 2014 the Village Board of Trustees awarded a Street Tree Removal bid to Central Tree Services, Inc. for 2014-15; and

WHEREAS, the approved street tree removal bid allows for two additional one year extensions of the bid with the mutual agreement of the Village of Rye Brook and the awarded contractor; and

WHEREAS, the street tree removal bid was extended at the same unit prices and conditions upon mutual agreement and approval of the Board of Trustees for the fiscal year beginning May 31, 2015 ending June 1, 2016; and

WHEREAS, in a letter dated June 15, 2016 from Daniel Greto, President of Central Tree Services, he states his desire to extend the contract for the ensuing fiscal year from June 1, 2016 to May 31, 2017 at the same unit prices and conditions in the original contract; and

WHEREAS, the Administrator and Superintendent of Public Works believes it is in the best interest of the Village to enter into this extension.

NOW THEREFORE BE IT RESOLVED, the Village of Rye Brook Board of Trustees hereby approves the extension to the Street Tree Removal bid for the ensuing fiscal year, June 1, 2016 to May 31, 2017, at the same unit prices and conditions of the original contract to Central Tree Services, Inc.

**Board of Trustees Meeting
June 28, 2016
20**

This contract is being extended with the same conditions and pricing as the original contract. Mayor Rosenberg noted that Central Tree Service does a great job.

On a motion made by Trustee Epstein, and seconded by Trustee Heiser, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

7) Considering the approval of the minutes for the meeting held on June 14, 2016.

Mayor Rosenberg asked that the review and approval of the June 14 minutes be adjourned to the next meeting. With the consensus of the Board, the minutes were adjourned.

ADMINISTRATOR'S REPORT:

Mr. Bradbury began his report by noting that Rye Brook is hosting summer movies in the park as well as ice cream Fridays. These are free events offered to the residents at of events can be obtained at Village Hall and the events are listed on the Village's website. Mr. Bradbury reminded residents who are going away for more than three days to place their homes on the vacant house watch list. The Police Department will send an officer, at random times, to check the home and perimeter to make sure that everything is okay. This service is not available to those homeowners that have someone staying at the residence while they are gone.

Rye Brook also offers a free home safety inspection. The Police Department will send an officer to inspect your home and offer advice on ways to better protect yourself. Anyone interested should call the Police Department.

**Board of Trustees Meeting
June 28, 2016
21**

Mayor Rosenberg congratulated Sgt. John Arnold on the completion of his recent ten week program at the FBI National Academy.

Mayor Rosenberg called for the item under Old Business.

OLD BUSINESS

STREET LIGHTS

The Village has had many discussions on LED Street Lights. There was a pilot program running, and an update took place a few months ago, just South of Fairlawn. Comments came in that the lights were too bright. The Village wants everyone to be very comfortable with the new lighting. The hope is to get feedback from residents and that is why they are trying different samples. Mr. Bradbury noted that they have narrowed the lights down to the top three lights. The costs have dropped over the past few years.

Mr. Michel Nowak, Village Engineer, addressed the Board. He gave a brief overview of the lighting, the project, and the costs. The different types of light give off a different color of lighting. There are also different types of fixtures, and Mr. Nowak noted that there are guidelines to be followed. So far the Phillips Lomax is the most popular of the lights.

Mayor Rosenberg called for members of the public wishing to address the Board.

A resident from 7 Treetop in the Arbors addressed the Board. He expressed his concern over the change in the local law for replacing windows with an in-kind window. Now a resident must go to the Building Department and make an application. Window replacement requires a permit. Mr. Bradbury noted that the State Code has changed and now anyone that does renovation involving replacing windows must comply with the State Code.

Mayor Rosenberg reminded everyone that this year's Fourth of July Celebration will be held on Saturday, July 9th at the Port Chester High School. He wished everyone a Happy Fourth.

Mayor Rosenberg noted that the next Board of Trustee Meetings were scheduled for July 12th and July 26th.

**Board of Trustees Meeting
June 28, 2016
22**

He called for a motion for the Board to return to an Executive Session regarding the Fire Protection Agreement by and between the Village of Port Chester and the Village of Rye Brook, and the Rye Brook career firefighters.

On motion made by Trustee Epstein, and seconded by Trustee Rednick, the Executive Session was scheduled.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

There being no further business before the Board, the meeting was adjourned at 8:37 p.m.

DRAFT

Board of Trustees Meeting
June 28, 2016
23

**VILLAGE OF RYE BROOK
BOARD OF TRUSTEES MEETINGS
VILLAGE HALL, 938 KING STREET
TUESDAY, JULY 12, 2016**

AGENDA

7:00 P.M. – EXECUTIVE SESSION:

- 1) Legal matters & advice regarding the Fire Protection Agreement by and between the Village of Port Chester and the Village of Rye Brook, and the Rye Brook career firefighters.

7:30 P.M. – REGULAR MEETING

PLEDGE OF ALLEGIANCE

REPORT/PRESENTATIONS

PUBLIC HEARINGS:

- 1) Considering a proposed local law modifying the Village Code regarding fences/walls.
- 2) Considering a proposed local law modifying the Village Code regarding home occupations.
- 3) Considering a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.

**Board of Trustees Meeting
July 12, 2016
Page 1**

RESOLUTIONS:

- 1) Considering a proposed local law modifying the Village Code regarding fences/walls.
- 2) Considering a proposed local law modifying the Village Code regarding home occupations.
- 3) Considering a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.
- 4) Setting a date for a public hearing on a proposed local law prohibiting the sale of commercially bred dogs and cats in the Village of Rye Brook.
- 5) Considering an agreement with Weston and Sampson for a public works and parks garage program and facility analysis.
- 6) Considering 2015-16 end-of-year budgetary transfers.
- 7) Considering canceling the Board of Trustees meeting schedule for August 9, 2016.
- 8) Considering the approval of the minutes for the meetings held on June 14, 2016 and June 28, 2016.

ADMINISTRATOR'S REPORT

OLD BUSINESS

NEW BUSINESS

DISCUSSION ITEM

ACTION ON NON-AGENDA MATTERS SUBJECT TO THE CONSENT OF THE TRUSTEES PRESENT AT THE MEETING

THE NEXT SPECIAL AND REGULAR TRUSTEES MEETINGS: Regular Meetings: July 26, 2016 and August 9, 2016

**Board of Trustees Meeting
July 12, 2016
Page 2**

BOARD: Trustee Susan R. Epstein
Trustee David M. Heiser
Trustee Jason A. Klein
Trustee Jeffrey B. Rednick
Mayor Paul S. Rosenberg

VILLAGE STAFF: Christopher Bradbury, Village Administrator
Edward Beane, Esq., Village Counsel
Michel Nowak, Superintendent of Public Works
Fred Seifert, Public Access Coordinator/IT
Paula Patafio, Meeting Secretary

Mayor Paul Rosenberg welcomed everyone to the Tuesday, July 12, 2016 Board of Trustees meeting. He noted that the Board just came from an Executive Session on legal matters and advice regarding the Fire Protection Agreement by and between the Village of Port Chester and the Village of Rye Brook, and the career firefighters.

Mayor Rosenberg noted that an email blast was sent out to the residents of Rye Brook regarding the Fire Protection Agreement. He read a statement into the record. It was noted that Rye Brook is working to ensure that the Village has adequate fire protection. The Village of Rye Brook, and the career fire fighters, did not ask to be put in this position. The law suit will continue.

Mayor Rosenberg noted that Senator George Latimer was in attendance at the meeting with some news to share. Senator Latimer addressed the Board. He noted the Hotel Tax Rule is moving forward and is now being sent to the Governor to be signed. When the Bill reaches the Governor's table, within the next 30 days, the expectation is that the Governor will sign it. Other communities are now looking towards Rye Brook as a case in point in connection with the use of these funds. Rye Brook has used the revenue stream to keep taxes low and maintain services. The Board thanked Senator Latimer for his assistance.

Mayor Rosenberg called for the first item on the agenda:

**Board of Trustees Meeting
July 12, 2016
Page 3**

PUBLIC HEARINGS:

1) **Considering a proposed local law modifying the Village Code regarding fences/walls**

Mayor Rosenberg called for a motion to open the public hearing.

On a motion made by Trustee Susan Epstein, and seconded by Trustee Jason Klein, the public hearing was declared open.

Mr. Christopher Bradbury, Village Administrator, gave an overview of the proposed local law. He noted that the legislation was prepared by counsel, was referred to the Planning Board, and now their report and recommendation is before the Board of Trustees.

A resident of Paddock Road addressed the Board. She noted that she attended the last meeting and raised some issues. Ed Beane, Esq., Village Counsel, noted that the issue involves what constitutes fencing and the Village's requirement for fencing around a pool. The fencing must be around the pool, and entirely on the property. The State Code has determined that the Village Code stands and the State Code does not supersede the Village Code. Every side of the fence must be on the property with the pool. The goal is to keep the residents safe. A fence that straddles two properties must be removed and new fencing, for each property owner, must be constructed. Village Staff has reviewed this issue. A resident cannot gain relief from this local law by going to the State. If the construction of a fence that is four sides on one property requires a variance, then the applicant can seek relief.

The issue on Paddock Road is that there are two adjacent homes with pools but only one homeowner has a fence. Since the law requires that each pool be enclosed by fencing, each homeowner must have their own fencing. As the Building Department becomes aware of other properties with a similar situation, those residents will be notified that the fencing must be corrected. The Code is clear: if two adjacent properties have pools, each property must have fencing on all sides. This is a matter of safety. Attorney Bean noted that he would email a copy of the local law to any resident that requests the opportunity to review it.

The resident noted that the local law says that the pool must be enclosed on four sides. She felt that there was another interpretation. Attorney Bean

noted that this is a matter of safety. The words in this local law are very clear. He noted that the law could be reviewed, but it exists and must be enforced. He reiterated that obtaining a waiver from the State will not help.

The resident noted that this law is de minimus, it does not change safety and it does not create hazard. By requiring a side-by-side fencing you are creating an opportunity for a small child to be hurt. Variances are granted so that the resident can accomplish their goal where the Village Code may not allow a specific construction. By imposing the side-by-side fencing the Village is causing a safety issue. There are a number of other Towns and Villages where the Building Inspector does not oppose this law and where they grant a variance. She felt that the position being taken was confusing. Mr. Bradbury noted that the Building Inspector is charged by law to uphold the Village Code. In this case the Building Inspector feels there is a safety issue.

Attorney Beane noted that no one wants fences side-by-side, but fences can be placed on properties in a way where they are not side-by-side. If there is a zoning issue, then that can be dealt with but no variance will be granted in connection with not enclosing a pool with fencing on all four sides. Safety matters and the Building Inspector must enforce the local laws. The resident requested a meeting with the Mayor. Attorney Beane noted that all the effected residents should attend the meeting. At this time there is only one resident that has been told that their property requires a fence.

Mayor Rosenberg noted that the item on the Agenda deals with commercial properties. He suggested that a meeting be scheduled with the residents, staff and counsel to discuss this matter. It was noted that the Village Board has the authority to amend the law.

Mayor Rosenberg called for members of the public wishing to address the Board on the item on the agenda. As there was no one, and no comments from the Board members, he called for a motion to close the public hearing.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the public hearing was closed.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

Mayor Rosenberg asked that the resolution for public hearing #1 be addressed:

RESOLUTIONS:

- 1) **Considering a proposed local law modifying the Village Code regarding fences/walls.**

Mr. Bradbury read the following resolution:

RESOLUTION

CONSIDERING A LOCAL LAW MODYING THE VILLAGE CODE REGARDING FENCES, LANDSCAPE WALLS AND RETAINING WALLS

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, a local law was introduced before the Board of Trustees of the Village of Rye Brook to amend Chapter 250 of the Village Code, entitled “Zoning,” to apply certain standards and requirements for fences, landscape walls and retaining walls to non-residential properties; and

WHEREAS, on March 22, 2016, the Board of Trustees referred the local law to the Village of Rye Brook Planning Board; and

WHEREAS, on June 9, 2016, the Planning Board issued a report and recommendation to the Board of Trustees concerning the proposed local law which recommended an amendment to Chapter 186 of the Village Code, entitled “Property Maintenance,” instead of Chapter 250; and

**Board of Trustees Meeting
July 12, 2016
Page 6**

WHEREAS, on June 28, 2016, a local law was introduced before the Board of Trustees of the Village of Rye Brook to amend Chapter 186 of the Village Code, entitled “Property Maintenance,” to require all fences, landscape walls and retaining walls to maintained in good repair; and

WHEREAS, on June 28, 2016, the Board of Trustees classified the proposed local law as a Type II Action pursuant to the New York State Environmental Quality Review Act (SEQRA), and therefore, no further environmental review is required; and

WHEREAS, on July 12, 2016, the Board of Trustees held a duly noticed public hearing at Village Hall to consider the proposed local law, at which time all persons interested were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby approves the local law to amend Chapter 186 of the Village Code to require all fences, landscape walls and retaining walls to maintained in good repair.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

Mayor Rosenberg called for the second public hearing on the agenda:

PUBLIC HEARINGS:

- 2) **Considering a proposed local law modifying the Village Code regarding home occupations.**

Mayor Rosenberg called for a motion to open the public hearing.

On a motion made by Trustee David Heiser, and seconded by Trustee Klein, the public hearing was declared open.

**Board of Trustees Meeting
July 12, 2016
Page 7**

Mayor Rosenberg noted that the person who has the home occupation must reside at the residence, and work at the occupation. The law is being amended to make this clear.

Trustee Epstein suggested a change to the wording of the resolution, and the resolution was amended. It was noted that the modification is a minor clean up of the local law, but a very important one.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the public hearing was closed.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

The resolution concerning home occupations was called:

RESOLUTION:

- 2) **Considering a proposed local law modifying the Village Code regarding home occupations.**

Mr. Bradbury read the following resolution:

**Board of Trustees Meeting
July 12, 2016
Page 8**

RESOLUTION

**CONSIDERING A PROPOSED LOCAL LAW MODIFYING THE
VILLAGE CODE REGARDING HOME OCCUPATIONS**

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, local law was introduced before the Board of Trustees of the Village of Rye Brook to amend Chapter 250 of the Village Code, entitled "Zoning," to modify the definition of "resident" as set forth in Section 250-38 pertaining to home occupations; and

WHEREAS, on March 22, 2016, the Board of Trustees referred the local law to the Village of Rye Brook Planning Board; and

WHEREAS, on June 9, 2016, the Planning Board issued a report and recommendation to the Board of Trustees concerning the proposed local law; and

WHEREAS, on June 28, 2016, the Board of Trustees classified the proposed local law as a Type II Action pursuant to the New York State Environmental Quality Review Act (SEQRA), and therefore, no further environmental review is required; and

WHEREAS, on July 12, 2016, the Board of Trustees held a duly noticed public hearing at Village Hall to consider the proposed local law, at which time all persons interested were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby approves the above-mentioned local law to modify the definition of "resident" as set forth in Section 250-38 pertaining to home occupations.

On a motion made by Trustee Epstein, and seconded by Trustee Jeffrey Rednick, the resolution was adopted, as amended.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

**Board of Trustees Meeting
July 12, 2016
Page 9**

Mayor Rosenberg stated that he had just received a text informing him that the streaming video was not working. He directed Mr. Siefert to review the transmission.

The final public hearing on the agenda was called:

PUBLIC HEARINGS:

- 3) **Considering a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.**

Mayor Rosenberg called for a motion to open the public hearing.

On a motion made by Trustee Jeffrey Rednick, and seconded by Trustee Heiser, the public hearing was declared open.

Mr. Bradbury noted that new replacement windows must comply with State Code. Windows now need permits, but will not require Architectural Review Board review/approval.

Mayor Rosenberg noted that the Code was modified years back to not require a permit, but now the State Code requires a permit. Mr. Bradbury pointed out that there is a reduction in building permit fee, and a change in the time frame. The Building Inspector can extend the timeframe for closing out the permit if needed. These changes will be very helpful to the residents.

Trustee Klein noted that a discrepancy in the local law and certain wording needed to be corrected.

Trustee Heiser noted that most residents don't know that you need to pull a permit to replace a window. This is now a State law. People need to be made aware of this change. Trustee Epstein agreed with Trustee Heiser, and questioned the notification process for the residents. Mayor Rosenberg stated that he would include this matter in his newsletter.

**Board of Trustees Meeting
July 12, 2016
Page 10**

Mayor Rosenberg called for questions from members of the public. There being none, he called for additional comments from the Board members.

On a motion made by Trustee Epstein, and seconded by Trustee Heiser, the public hearing was closed.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

RESOLUTION:

- 3) **Considering a proposed local law to reduce the length of time prior to the expiration of a building permit, and to require permits for replacement windows.**

Mr. Bradbury read the following resolution:

RESOLUTION

CONSIDERING A PROPOSED LOCAL LAW TO REDUCE THE LENGTH OF TIME PRIOR TO THE EXPIRATION OF A BUILDING PERMIT, AND TO REQUIRE PERMITS FOR REPLACEMENT WINDOWS

VILLAGE OF RYE BROOK BOARD OF TRUSTEES

WHEREAS, local law was introduced before the Board of Trustees of the Village of Rye Brook to amend Chapter 91 of the Village Code, entitled "Building Construction and Fire Prevention," to reduce the length of time prior to the expiration of a building permit, modify the process for extending a building permit, and to require permits for replacement windows; and

**Board of Trustees Meeting
July 12, 2016
Page 11**

WHEREAS, on June 28, 2016, the Board of Trustees classified the proposed local law as a Type II Action pursuant to the New York State Environmental Quality Review Act (SEQRA), and therefore, no further environmental review is required; and

WHEREAS, on July 12, 2016, the Board of Trustees held a duly noticed public hearing at Village Hall to consider the proposed local law, at which time all persons interested were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby approves the above-mentioned local law to reduce the length of time prior to the expiration of a building permit, modify the process for extending a building permit, and to require permits for replacement windows.

Ed Beane, Esq., Village Counsel, made an amendment to the wording of the resolution. Trustee Heiser requested an additional change which was the removal of a duplication.

On a motion made by Trustee Heiser, and seconded by Trustee Epstein, the resolution was adopted as amended.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

**Board of Trustees Meeting
July 12, 2016
Page 12**

Mayor Rosenberg returned to the order of the agenda, and called for resolution #4:

RESOLUTION:

- 4) **Setting a date for a public hearing on a proposed local law prohibiting the sale of commercially bred dogs and cats in the Village of Rye Brook.**

Mr. Bradbury read the following resolution:

RESOLUTION

SETTING A PUBLIC HEARING ON A PROPOSED LOCAL LAW PROHIBITING THE SALE OF COMMERCIALY BRED DOGS AND CATS IN THE VILLAGE OF RYE BROOK FOR THE BOARD OF TRUSTEES MEETING HELD ON JULY 26, 2016.

WHEREAS, on May 4, 2016 NYS Senator George Latimer notified the Village of recent state legislation that allows for local communities to regulate the prohibition on the sale of commercially bred dogs and cats in pet stores; and

WHEREAS, at their at June 14, 2016 regular meeting of the Village Board, the Village Board members asked staff and counsel to prepare a local law for consideration.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Board of Trustees set a public hearing on a proposed local law prohibiting the sale of commercially bred dogs and cats at the Board of Trustees meeting held on July 26, 2016.

**Board of Trustees Meeting
July 12, 2016
Page 13**

Mayor Rosenberg noted that this is an important issue. Trustee Rednick asked that the violation fees be raised. He felt that the fines should be progressive.

Mayor Rosenberg called for questions or comments from the public and/or Board members. There being no additional comments he called for a motion to adopt the resolution, as amended.

On a motion made by Trustee Epstein, and seconded by Trustee Klein, the resolution was adopted, as amended.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

- 5) **Considering an agreement with Weston and Sampson for a public works and parks garage program and facility analysis.**

Mr. Bradbury read the following resolution:

RESOLUTION

**CONSIDERING AN AGREEMENT WITH WESTON AND SAMPSON FOR A
PUBLIC WORKS AND PARKS GARAGE PROGRAM AND FACILITY
ANALYSIS**

WHEREAS, the Village issued a Request for Proposals (RFP) for a public works and parks garage program and facility analysis; and

**Board of Trustees Meeting
July 12, 2016
Page 14**

WHEREAS, the RFP was posted on the Empire State Purchasing Group website; and

WHEREAS, the Village received twelve (12) proposals as a result of the RFP from interested engineering and planning firms; and

WHEREAS, a review committee including Trustee Heiser, the Village Administrator, the Superintendent of Public Works, the Highway Foreman and the Administration Office's Administrative Intern was formed to interview six (6) of the interested firms they considered the finalists; and

WHEREAS, the review committee has recommended Weston and Sampson to perform the public works and parks garage program and facility analysis.

NOW THEREFORE BE IT RESOLVED, that the Village of Rye Brook Board of Trustees accepts the proposal and agreement with Weston and Sampson, subject to any recommendations made by counsel, for a public works garage and facility analysis at a total estimated cost of \$51,350.00, plus initial subsurface and environmental testing costs estimated at \$16,500.00 for a total estimated project cost of \$67,500.00; and be it

FURTHER RESOLVED, that the Mayor and Administrator are authorized to sign any documents to satisfy the terms of the resolution.

Mr. Bradbury reviewed the process, and noted that there were interviews of six firms that placed a bid. The firm hired has a lot of experience working on this type of construction. Their costs were in line with the other firms. He recommended that the Board approve the resolution.

Mayor Rosenberg noted that this is an incredibly important first step.

Mr. Bradbury noted there will be some environmental testing, and this firm will coordinate the testing. The Agreement also includes servicing of the school buses. The goal was to obtain an idea of costs the design for this project, which will be very involved. The Village will be working with a Serial Bond to fund the project.

Trustee Heiser noted that Weston and Sampson, having worked on similar projects, has a good grasp on the Village's needs and they seem to be very adept.

On a motion made by Trustee Rednick, and seconded by Trustee Heiser, the resolution was adopted.

**Board of Trustees Meeting
July 12, 2016
Page 15**

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

6) **Considering 2015-16 end-of-year budgetary transfers.**

Mr. Bradbury read the following resolution:

RESOLUTION

CONSIDERING 2015-16 END-OF-YEAR BUDGETARY TRANSFERS

RESOLVED, that the Board of Trustees of the Village of Rye Brook approve the following 2015-16 year-end budget modifications:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
101.1990.424 (Special Items - Contingency)	101.1325.110 (Village Treasurer - Village Treasurer)	\$ 5,802
101.1990.424 (Special Items - Contingency)	101.1325.140 (Village Treasurer ó Deputy Treasurer)	\$ 8,224
101.1990.424 (Special Items - Contingency)	101.1325.170 (Village Treasurer ó Int. Account Clerk)	\$ 1,445
101.1990.424 (Special Items - Contingency)	101.1325.189 (Village Treasurer ó Overtime)	\$ 40
101.1990.424 (Special Items -	101.1325.199 (Village Treasurer ó	\$ 927

**Board of Trustees Meeting
July 12, 2016
Page 16**

Contingency)	Part time/Vacation Pay)	
101.1990.424 (Special Items - Contingency)	101.1420.458 (Village Attorney ó Supplemental Services)	\$ 10,534
101.1990.424 (Special Items - Contingency)	101.1440.110 (Village Engineer ó Supt. of Public Works)	\$ 11,528
101.1990.424 (Special Items - Contingency)	101.1440.469 (Village Engineer ó Misc.)	\$ 27
10.1990.424 (Special Items - Contingency)	101.1440.499 (Village Engineer ó Contractual)	\$ 105
101.1990.424 (Special Items - Contingency)	101.1680.110 (MIS ó MIS Coordinator)	\$ 7,861
101.1010.470 (BOT - Community Events)	101.1680.411 (MIS ó Computer Supplies)	\$ 671
101.1990.424 (Special Items - Contingency)	101.1910.422 (Special Items ó Unallocated Insurance)	\$20,711
101.1990.424 (Special Items - Contingency)	101.1930.439 (Special Items ó Judgments & Claims)	\$10,221
101.5110.425 (Highway Maintenance - Uniform Allowance)	101.8560.458 (Shade Trees ó Supplemental Services)	\$ 1,449

Board of Trustees Meeting
July 12, 2016
Page 17

Mr. Bradbury noted that these transfers clean up the books. This is done in preparation of the annual audit.

On a motion made by Trustee Klein, and seconded by Trustee Epstein, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

7) Considering canceling the Board of Trustees meeting scheduled for August 9, 2016.

Mr. Bradbury read the following resolution:

RESOLUTION

CONSIDERING CANCELLING THE BOARD OF TRUSTEES MEETING SCHEDULED FOR AUGUST 9, 2016.

NOW THEREFORE BE IT RESOLVED, that due to summer scheduling, the Village of Rye Brook Board of Trustees hereby approves the cancellation of the Board of Trustees meeting previously scheduled for August 9, 2016.

**Board of Trustees Meeting
July 12, 2016
Page 18**

Mayor Rosenberg noted that there was another meeting in October that would need to be re-scheduled because of the Holidays. The October 11, 2016 meeting will be re-scheduled at a September meeting.

On a motion made by Trustee Epstein, and seconded by Trustee Rednick, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

8) Considering the approval of the minutes for the meetings held on June 14, 2016 and June 28, 2016.

Mayor Rosenberg asked that the review of the minutes be placed on the agenda for the next Board of Trustees meeting. With the consensus of the Board, this matter will be placed on the July 26th agenda.

ADMINISTRATOR'S REPORT

Mr. Bradbury noted that last Friday was the first Ice Cream Friday. There was a nice turnout. It was a small, simple event. He pointed out that this type of event that brings the community together. The next Ice Cream will be held on July 15th at Garibaldi Park and will be followed by a movie and the opening of the playground.

The first summer concert was held on Sunday and there was a nice turnout. The next summer concert will be on August 5th. Information on these community events can be found on the Village's website.

Mr. Bradbury noted that The Westchester County Department of Emergency Services notified the Village that a hazard mitigation plan had 22 municipalities in the county participate. This training opens the door to fund and grants that may become available.

**Board of Trustees Meeting
July 12, 2016
Page 19**

Mayor Rosenberg called for members of the public wishing to address the Board. There being no one, he noted that the next Board of Trustees meetings were scheduled for July 26 and August 23rd, and called for a motion and second for an Executive Session.

On a motion made by Trustee Epstein, and seconded by Trustee Heiser, the resolution was adopted.

Mr. Bradbury called the roll:

Trustee Susan Epstein	voting aye
Trustee David Heiser	voting aye
Trustee Jason Klein	voting aye
Trustee Jeffrey Rednick	voting aye
Mayor Paul Rosenberg	voting aye

The meeting was adjourned at 8:54 p.m.

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**Board of Trustees Meeting
July 12, 2016
Page 20**