

## **CITY OF RYE**

### **NOTICE**

There will be a regular meeting of the City Council of the City of Rye on Wednesday, March 6, 2013, at 8:00 p.m. in Council Chambers at City Hall. *The Council will convene at 7:00 p.m. and it is expected they will adjourn into Executive Session at 7:01 p.m. to discuss personnel matters.*

### **AGENDA**

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Draft unapproved minutes of the regular meeting of the City Council held February 27, 2013.
5. Mayor's Management Report
  - Capital Projects Update
  - Legal Update
6. Authorization for the City Manager to enter into a Purchase and Sale Agreement with 1037 Boston Post Road, LLC for the property located at 1037 Boston Post Road.
7. Discussion and Update on the Draft Financial Disclosure Form.
8. Discussion on establishing a temporary Technology Committee.
9. Residents may be heard on matters for Council consideration that do not appear on the agenda.
10. Resolution to grant permission to the Rye Sustainability Committee, the Conservation Commission/Advisory Commission, and the Rye Arts Center to hold a free public event on the Village Green to commemorate Earth Day 2013 on Saturday, April 20, 2013 from 10:00 a.m. to 4:00 p.m.
11. Consideration of a request by the Rye YMCA for the use of City streets for the 25<sup>th</sup> Annual Rye Derby on Sunday, April 28, 2013 from 9:00 a.m. to 2:00 p.m.
12. Miscellaneous communications and reports.
13. Old Business.
14. New Business.
15. Adjournment.

\* \* \* \* \*

The next regular meeting of the City Council will be held on Wednesday, March 20, 2013 at 8:00 p.m.

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

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



# CITY COUNCIL AGENDA

NO. 4

DEPT.: City Clerk

DATE: March 6, 2013

CONTACT: Dawn Nodarse

**AGENDA ITEM** Draft unapproved minutes of the Regular Meeting held February 27, 2013, as attached.

**FOR THE MEETING OF:**

March 6, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council approve the draft minutes.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

Approve the minutes of the Regular Meeting held February 27, 2013, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on February 27, 2013 at 8:00  
P.M.

PRESENT:

DOUGLAS FRENCH Mayor  
LAURA BRETT  
RICHARD FILIPPI  
PETER JOVANOVICH  
JULIE KILLIAN  
JOSEPH A. SACK  
Councilmembers

ABSENT: CATHERINE F. PARKER, Councilmember

1. Pledge of Allegiance

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

2. Roll Call

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

3. General Announcements

Announcements were made regarding various events and activities.

4. Draft unapproved minutes of the regular meeting of the City Council held February 13, 2013

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

Corporation Counsel Wilson said that at the last meeting she had noted that the police officer who had an interest in a company that bid on the Police Uniforms Contract no longer had that interest. She said it has come to her knowledge since then that an Auxiliary Police Officer currently has an interest in one of the companies that has bid in the past.

5. Mayor's Management Report  
● Capital Projects Update

- Legal Update

This agenda item was deferred.

5A. Rye Golf Club Investigation Update and Report

Mayor French said that in October the Council decided to conduct an investigation of the Rye Golf Club based on information given to a Golf Commission member. A final report has been issued which has been posted on the City website. Over a period of six years one individual manipulated the system to his own financial gain. The Council will move forward and look at its civil options and will speak with its insurance carrier. The matter has been referred to the District Attorney. There was no evidence found that any other City employee was involved to their own personal gain. Councilwoman Brett said that when the Council undertook the investigation it did not understand the size and scope of the conduct that had occurred. It has been a lengthy and costly investigation and more complicated than initially anticipated due to the number of entities involved. There are still some documents outstanding from banks but the investigation is nearing completion. It was a thorough, independent investigation that will put the Golf Club in a position to move forward. The Council cannot comment on the District Attorney's investigation going forward. Councilman Jovanovich said the City still has a golf club to run and needs to move forward. The Council must look at several aspects of how this came about including the conduct of controls in the management of the City and the role of present and past Councils. There should be discussions about how the enterprise funds and the Golf Commission should be structured. Councilwoman Killian said she was deeply disturbed by the report because the openness of City government was called into question. The City must focus on identifying where the oversight shortcomings were and what can be done to fix them and needs to adopt an effective Conflict of Interest policy. Rye Golf Club should be restored to the jewel that it is. Councilman Sack said the City must move forward with a reenergized Golf Club Commission, who should continue to stay involved. The subject matter of the report is not a surprise but it is startling not just for the former Club Manager's actions but because City management failed to exercise meaningful oversight over invoices over the years and failed to follow up on items brought to their attention by the City's auditors. It is important that the Council and public can trust City management to be open and transparent. The Council must review the report and take action.

A lengthy discussion ensued between the Council and members of the public including: *Jim Amico, John Duffy, Angela Sposato, Al Vitiello, Chris O'Brien, Mack Cunningham, Anthony Piscione, Leon Sculti and Bob Zahm.* Topics covered included, the investigation report; the cost of the investigation; the scope of the temporary Rye Golf Club Strategic Committee (RFP Committee) and how it is operating; preventing what happened at the Golf Club from happening again; affordability of the Club; giving the Golf Commission more input into operation of the Club; the 2010 audit report; the operation of the Enterprise Funds; the tipping issue; use of professional services contracts and the leasing process; the actions of City Manager Pickup; modifying the City Charter; and levels of staffing and oversight.

6. Resolution to transfer additional funds from the Contingency account to fund legal services for a Council investigation pursuant to Article 6, Section C6-3 of the City Charter entitled "Investigations"  
Roll Call.

Corporation Counsel Wilson said that the bills before the Council were current through February 25<sup>th</sup>. There was a discussion about receiving estimates for legal services that must still be done in connection with the investigation prior to the work being done so the Council can appropriate the money beforehand.

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

**WHEREAS**, City staff has determined that the amounts required for the cost of legal services performed in January and February 2013 in connection with the investigation into the Rye Golf Club were not anticipated and were not provided for in the adopted 2013 budget by 102,000; and

**WHEREAS**, the General Fund Contingent Account has a balance of \$300,000; now, therefore, be it

**RESOLVED**, that the City Comptroller is authorized to transfer \$102,000 from the General Fund Contingent Account to the City Council Legal Services Account.

ROLL CALL:

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

The Resolution was adopted by a 6-0 vote

7. Discussion of the draft Contract for Sale for the property located at 1037 Boston Post Road

City Manager Pickup said that the Council had a basic form of a Purchase and Sale Agreement before it. Gene Pride from CBRE, the commercial real estate broker hired by the City, presented an overview of the marketing process for the property, which began in October 2012 and included email notices, a direct telephone campaign and placing notices on a commercial sale internet website. Eight written offers were received. Four bidders who had submitted offers over \$4 million were engaged to revise their offers and three increased their offers to over \$5 million. The contract offer that has been negotiated with a private company from Long Island is for \$5.6 million, all cash. The criteria used to analyze offers was price; method of payment; amount of deposit put down upon signing the contract; and expertise in owning similar real estate properties. City Manager Pickup said the deal will be cash positive to the City overall. Corporation Counsel Wilson said she is working on a license agreement for use

of 10 parking spaces during weekday mornings. Perry Shore, the owner of the current tenant, Lester's, said he did not feel he was being treated fairly by the Council and urged the Council to reconsider his offer to purchase the property, which involves obtaining outside financing. Adam Wolf, the investor who is the purchaser in the subject contract, showed a rendering of the renovations his company proposed to make to the building and indicated that they are looking for a high end retail tenant for the location, and would consider Lester's. Members of the Council indicated their preference for an "all cash" deal.

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

Former City Councilmember *Mack Cunningham*, spoke about the amount of money the City has already spent in "soft costs" on the Central Avenue Bridge prior to work beginning. He also asked if public access from the bridge deck to the Nature Center was included in the bridge project design. City Manager Pickup said that it was included on the Boston Post Road side of the brook.

*Jim Amico* said he agrees that civility is needed but said that it should be both ways. He also spoke about police overtime and the need for a police presence around the schools at drop off and dismissal times.

9. Discussion on establishing a temporary Technology Committee

This agenda item was deferred.

10. One appointment to the Finance Committee to fill a term expiring on January 1, 2014, by the Mayor with Council approval

Mayor French made a motion, seconded by Councilman Filippi and unanimously carried, to appoint Bertrand de Frondeville to the Finance Committee to fill a term expiring on January 1, 2014.

The following appointment was added to the agenda:

One appointment to the Board of Architectural Review for a three-year term expiring on January 1, 2016

Councilman Jovanovich made a motion, seconded by Councilman Filippi and unanimously carried, to appoint Roberta Downing to the Board of Architectural Review for a three-year term expiring on January 1, 2016.

11. Consideration of a request by the Milton Elementary School PTO to approve a parade to precede the Milton Elementary School Fair on Saturday, March 16, 2013 from 9:00 a.m. to 10:15 a.m.

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

**RESOLVED**, that the City Council of the City of Rye hereby approves the request of the Milton Elementary School PTO for use of City streets for a parade to precede the Milton Elementary School Fair on Saturday March 16, 2013 from 9:00 a.m. to 10:15 a.m.

12. Consideration of a request by the Rye Little League to approve a parade to kickoff Opening Day of the 56<sup>th</sup> Little League Season on Saturday, April 13, 2013 beginning at 12:00 p.m.

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

**RESOLVED**, that the City Council of the City of Rye hereby approves the request of Rye Little League for use of City streets for a parade to kickoff Opening Day of the 56<sup>th</sup> Little League Season on Saturday, April 13, 2013 beginning at 12:00 p.m.

13. Consideration of a request by the Midland Elementary School PTO to approve a parade to precede the Midland Elementary School Fair on Saturday, April 20, 2013 from 9:00 a.m. to 10:15 a.m.

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

**RESOLVED**, that the City Council of the City of Rye hereby approves the request of the Midland Elementary School PTO for use of City streets for a parade to precede the Midland Elementary School Fair on Saturday, April 20, 2013 from 9:00 a.m. to 10:15 a.m.

14. Resolution to grant permission to the Rye Sustainability Committee, the Conservation Commission/Advisory Council, and the Rye Arts Center to hold a free public event on the Village Green to commemorate Earth Day 2013 on Saturday, April 20, 2013 from 10:00 a.m. to 4:00 p.m.

This item was deferred to the next meeting.

15. Consideration of a request by the Rye YMCA for the use of City streets for the 25<sup>th</sup> Annual Rye Derby on Sunday, April 28, 2013 from 9:00 a.m. to 2:00 p.m.

This item was deferred to the next meeting.

16. Miscellaneous Communications and Reports

There was nothing reported on under this agenda item.

17. Old Business

Councilman Sack said that he had not received the information he had requested from the City Manager in connection with retaining an outside personnel consultant to review a complaint of workplace harassment filed by a City employee directed against individuals who are not City employees. City Manager Pickup said there were confidentiality issues and he would have to discuss it with the Council in executive session.

Councilwoman Brett asked for an update on the Sluice Gate. City Manager Pickup said all the power to the site is operational and all replacement parts on the actuator are delivered and installed. Final testing will take place and the City will go through a series of dry runs and calibrations. If the gate functions as it should it could be turned over to the City by the end of next week.

18. New Business

There was nothing discussed under this agenda item.

19. Adjournment

There being no further business to discuss, Mayor French made a motion, seconded by Councilman Jovanovich and unanimously carried, to adjourn into executive session to discuss a personnel matter and not return into regular session at 11:50 p.m.

Respectfully submitted,

Dawn F. Nodarse  
City Clerk



# CITY COUNCIL AGENDA

NO. 5

DEPT.: City Council

DATE: March 6, 2013

CONTACT: Mayor Douglas French

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

**FOR THE MEETING OF:**

March 6, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Manager provide a report on requested topics.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Mayor has requested an update from the City Manager on the following:

- Capital Projects Update
- Legal Update



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Manager

DATE: March 6, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Authorization for the City Manager to enter into a Purchase and Sale Agreement with 1037 Boston Post Road, LLC for the property located at 1037 Boston Post Road.

**FOR THE MEETING OF:**

March 6, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The City entered into a broker agreement with CBRE to market the property located at 1037 Boston Post Road. After reviewing the bids, it has been determined that Wolf Realty (1037 Boston Post Road, LLC) best meets all of the established criteria for the purchase of the property including: price, method of payment, amount of deposit, and expertise and familiarity with this type of building. The environmental due diligence period is expected to end by mid-March.

See attached Purchase and Sale Agreement.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**"), dated as of the \_\_\_\_ day of February, 2013, by and between **CITY OF RYE, NEW YORK**, a New York municipal corporation ("**Seller**"), and 1037 Boston Post Road LLC ("**Purchaser**"), recites and provides:

### RECITAL

Seller is the owner of fee simple title to certain property located on 1037 Boston Post Road in the City of Rye, Westchester County, New York and identified as Tax Parcel Number(s): 146.11-1-4 (the "Property") as more particularly described on Exhibit A annexed hereto together with all buildings, facilities and other improvements located thereon (collectively, the "**Improvements**"); (a) all right, title and interest of Seller under the Lease and all security deposits (if any) that Seller is holding pursuant to the Lease; (b) all right, title and interest of Seller in all machinery, furniture, equipment and items of personal property owned by Seller and attached or appurtenant to, located on or used in the ownership, use, operation or maintenance of the Property or the Improvements, as listed on Exhibit D (collectively, the "**Personalty**"); (c) subject to the terms of the Lease, all right, title and interest of Seller, if any, to any unpaid award for (1) any taking or condemnation of the Property or any portion thereof, or (2) any damage to the Property or the Improvements by reason of a change of grade of any street or highway; (e) all easements, existing licenses, rights and appurtenances belonging to or inuring the benefit of the Property; and (f) all right, title and interest of Seller in and to any warranties, tradenames, logos (including any federal or state trademark or tradename registrations), or other identifying name or mark now used in connection with the Property and/or the Improvements, but expressly excluding any such property to the extent owned by Tenant (the "**Intangible Property**") (collectively, the "**Premises**"). Seller wishes to sell the Premises and Purchaser wishes to purchase it on the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

#### **ARTICLE I** **Agreement**

1.1 Purchase Agreement. This Agreement shall constitute a binding contract, on the terms and conditions herein set forth, for the purchase and sale of the Premises.

#### **ARTICLE II** **Transfer of Assets**

2.1 Seller agrees to convey, sell, assign and transfer to Purchaser, and Purchaser agrees to purchase from Seller, free and clear of any and all liens, encumbrances, equities,

restrictions, liabilities and claims, other than “Permitted Exceptions” (as hereinafter defined) the Premises.

### **ARTICLE III** **Purchase Price**

3.1 Purchase Price. The purchase price for the Premises shall be Five Million Six Hundred Thousand (\$5,600,000.00) dollars in lawful currency of the United States of America, the “**Purchase Price**” of which the Deposit shall be a part.

3.2 Deposit. At the time this Agreement is fully executed, Purchaser shall deliver in escrow to Harris Beach, PLLC (the “**Escrow Agent**”) a sum equal to two hundred and fifty thousand (\$250,000.00) dollars by check, and an additional two hundred and fifty thousand (\$250,000.00) dollars at the end of the due diligence period (the “**Deposit**”) subject to collection, drawn on a commercial banking institution maintaining branch banking facilities in the State of New York to be held in an interest bearing account for the benefit of Purchaser. The Deposit shall be retained or refunded, as the case may be, in accordance with the terms of the Escrow Agreement attached hereto as Exhibit B. At closing, the Deposit shall be paid to Seller and applied to the Purchase Price or shall be otherwise applied pursuant to the provisions of this Agreement.

### **ARTICLE IV** **Settlement**

4.1 Time and Place. Settlement of the purchase and sale of the Premises shall be made at the offices of Seller’s attorneys, Harris Beach PLLC, 445 Hamilton Avenue, Suite 1206, White Plains, New York 10601, or at Purchaser’s election, at the office designated by its lender or at such other place as the parties may agree to in writing, within thirty (30) of expiration of the Due Diligence Period, as hereinafter defined (“**Settlement**”).

4.2 Deliveries. At Settlement, as a condition precedent to Seller’s obligation to perform its covenants under this Agreement, Purchaser shall deliver to Seller: (i) payment of the Purchase Price (less the Deposit, which shall be remitted to Seller by the Escrow Agent at Settlement), as the same may be adjusted after taking into account the prorations set forth in Section 5.1 of this Agreement, by, at Purchaser’s option, wire transfer, certified check or bank draft; (ii) such affidavits, or other documents as may be required to record Seller’s closing documents and issue a fee title policy in favor of Purchaser; and (iii) such other instruments customarily executed by Purchaser in transactions of a similar kind and/or required by any governmental authority or agency. At Settlement, as a condition precedent to Purchaser performing its covenants under this Agreement, Seller shall deliver to Purchaser: (a) the “**Deed**” (as hereafter defined); (b) such affidavits of Seller or other documents as may be required to record Seller’s closing document and issue a fee title policy in favor of Purchaser subject only to those exceptions as Purchaser has agreed or been deemed to have agreed to accept pursuant to Section 6.1 of this Agreement; (c) a duly completed and executed Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code and any other certificates required by any governmental authority or agency; (d) an assignment of the lease and any

security deposit thereunder; (e) a Bill of Sale for the personal property, if any; (f) to the extent assignable an Assignment of Contracts, Permits, Licenses and Warranties; (g) an original Tenant Estoppel Certificate dated no earlier than 30 days prior to the date of Settlement. In addition, the business terms of the Tenant Estoppel Certificate must be in accordance with and not contradict the Lease. If the Lease and any amendments, bearing the original signatures of the landlord and tenant thereunder have not been delivered to Buyer previously, a copy thereof confirming that the copy is true, correct and complete shall be attached to the Tenant Estoppel; (h) all transfer tax statements, declarations and filings as may be necessary or appropriate for purposes of recordation of the deed; (i) good standing certificates and corporate resolutions or member or partner consents, as applicable, and such other documents as reasonably requested by Escrow Agent; (j) an owner's title affidavit as to mechanics' liens and possession and other matters reasonably required by Escrow Agent in customary form reasonably acceptable to Buyer and Escrow Agent; (k) letter to Tenant; and (l) such other instruments as are reasonably required by Escrow Agent to close the escrow and consummate the purchase of the Premises in accordance with the terms hereof. If payment of the Purchase Price is made by wire transfer, payment shall not be deemed to have been made until such time as the institution designated by Seller to receive such funds has confirmed to Seller that such funds have been received and credited to Seller's account. Any certified check or bank draft used to pay any portion of the Purchase Price shall be unendorsed, drawn to the order of Seller on a commercial banking institution having branch bank offices in the State of New York.

4.3 Costs. Seller shall pay for the cost of the UCC searches against Seller, the cost of a new or re-dated map of an instrument survey certified to Purchaser, the title company and the Purchaser's lender, the cost of preparing the Deed, all costs and premiums charged by Seller's title insurance company for all searches and the issuance of a fee owner's title insurance policy in the amount of the purchase price, and any New York State Transfer Tax or any other transfer tax (but only in the event that, by reason of Seller's exemption from the payment thereof, Purchaser is required by law to pay the same). Purchaser shall pay recording/filing fees for recording the deed, any mortgage, assignment of leases and rents, and financing statements, and any mortgage recording taxes. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement hereunder.

## **ARTICLE V**

### **Prorations and Adjustments**

5.1 Prorations and Adjustments. (a) Purchaser shall be responsible for the payment of all real estate taxes, water and sewer charges and assessments, installments of assessments for local improvements and special assessments and ad valorem levies payable with respect to the period from and after the Settlement. There shall be no pro-rations for such amounts as between Seller and Purchaser at Settlement and Seller shall pay any due prior to the settlement.

(b) All rents shall be prorated as of the day of Settlement with Purchaser being credited for rent if any paid by Tenant, attributable to the day of Settlement through and including the last day of the calendar month in which the Settlement occurs.

(c) Any other charges or fees which are customarily adjusted and are proratable shall also be prorated at Settlement by and between Purchaser and Seller.

(d) Seller and Purchaser each hereby acknowledge and agree, that the Lease is a triple net lease and the Lease obligates Tenant to pay all real estate taxes, water and/or sewer charges, insurance, and the costs of utilities directly to the appropriate authority and accordingly the same shall not be apportioned by and between the Seller and Purchaser and the Buyer shall look solely to Tenant for the payment thereof and the Property shall be sold subject to any such open charges and/or real estate taxes. At Settlement, (i) Seller shall credit against the Purchase Price, or otherwise transfer to Purchaser, the amount of any cash Security Deposit (to the extent such Security Deposit has not been applied against delinquent Rent or otherwise as provided in the Leases), and (ii) Seller shall be entitled to receive and retain such refundable cash deposits to the extent originally delivered or tendered by Seller.

## **ARTICLE VI**

### **Title and Survey Objections**

#### 6.1 Title and Survey Objections.

(a) Purchaser hereby acknowledges and agrees that, within five (5) days following the date on which Purchaser delivers the Deposit to the Escrow Agent pursuant to this Agreement, Seller shall provide Purchaser with the results of the title search (Seller shall be responsible for the payment of said title search) in order to obtain a commitment (the “*Commitment*”) for an owner’s title insurance policy from a title insurance company licensed to do business in the State of New York (the “*Title Company*”). Seller agrees to sell and convey, and Purchaser agrees to purchase, the Premises subject only to the following “*Permitted Exceptions*”: (i) any state of facts disclosed by the most recent survey of the Premises delivered by Seller to Purchaser provided that such state of facts do not render title unmarketable; (ii) any state of facts arising after the date of the most recent survey delivered to Purchaser, provided such facts do not render title unmarketable and/or uninsurable and do not interfere with the current use of existing buildings and improvements; (iii) omitted; (iv) any installment not yet due and payable of assessments affecting the Premises or any portion thereof; (v) any recorded utility company rights and easements for electricity, water, steam, gas, telephone or other service or the right to use and maintain poles, lines, wires, cables, conduits, pipes, boxes and other fixtures and facilities in, over, under and upon the Premises, provided they are not violated by the existing improvements or the current use thereof; (vi) any real estate taxes and assessments that are a lien but not yet due and payable; (vii) all laws, ordinances and governmental regulations, including all applicable building, zoning, land use and environmental ordinances and regulations, provided that they are not violated by the improvements or the current use thereof; (viii) any matters encumbering title as a result of the acts of Purchaser or its agents; (ix), possible encroachments not shown on any survey of the Premises, of trees, plant life, hedges, fences and sidewalks, and variations between record lines and trees, plant life, hedges, fences and sidewalks (none of which shall be deemed to render title unmarketable, provided such encroachments and variations, if any do not extend onto the Premises more than one foot at any point); and (x) upon the condition that the City of Rye shall provide a zoning letter regarding parking compliance, the right of Seller, for a period of twenty (20) years from the date of Settlement, (to be specifically provided in the

## **CONFLICT OF INTEREST FORM FOR THE CITY OF RYE – 2013**

**Instructions:** Please answer each question legibly and with blue or black ink only. “Not Applicable” is not an acceptable answer for any question. “No” or “None” may be used to answer a question. This form shall be filled out annually and returned to the City Clerk in a sealed envelope.

**Applicability:** The following classes of officers or employees of the City of Rye shall be deemed “reporting officials” and shall be required to file this Conflict of Interest Form as provided under this section:

- (1) All Elected Officials;
  - (2) All Commissioners and Deputy Commissioners;
  - (3) All Department heads and Assistant Department heads;
  - (4) Members of the Board of Appeals, Planning Commission, Board of Ethics, Board of Assessment Review, Architectural Review Board, Conservation Commission Advisory Council.
- \*\* No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer firefighter or auxiliary police.

### **DEFINITIONS:**

**Relative** - a spouse, domestic partner, child, step-child, sibling, half-brother, half-sister, parent, step-father, step-mother and shall also include any person claimed as a dependent on the New York State individual tax return of the disclosing City officer or employee.

**Financial Benefit** - any pecuniary or material benefit including, but not limited to any money, stock, security, service, license, permit, contract, authorization, loan, travel, entertainment, discount not available to general public, real or personal property, or anything of value.

**Outside Employer** - (1) any person from whom or from which a City officer or employee receives a financial benefit for services rendered or goods sold or produced; (2) any business in which the City officer or employee has an ownership interest of five percent (5%) or more; (3) any business in which the City officer or employee has a value in excess of fifty thousand dollars (\$50,000.00); or (4) any business corporation for which the City officer or employee is an uncompensated member of the board of directors or is an uncompensated corporate officer.

**Interest** – A pecuniary or material benefit accruing to a municipal officer or employee, or a pecuniary or material benefit accruing to: (1) the municipal officer’s or employee’s spouse, minor children and dependents; (2) a firm, partnership or association of which such officer or employee is a member or employee; (3) a corporation of which such officer or employee is an officer, director or employee; and (4) a corporation, any stock of which is accrued or controlled directly or indirectly by such officer or employee.

**GENERAL INFORMATION**

Name: (Last Name, First Name, M.I.): \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone No.: \_\_\_\_\_

Title of Position: \_\_\_\_\_ Salaried: Yes \_\_\_\_\_ No \_\_\_\_\_

Council, Department, Board, or Commission: \_\_\_\_\_: Term Ending: \_\_\_\_\_

**REAL ESTATE OWNERSHIP**

List the address of each piece of property in the City of Rye that you or your spouse own or have a financial interest in, including your primary residence.

\_\_\_\_\_

**GIFTS/FINANCIAL BENEFITS**

To the best of your knowledge, state the names of **Relatives** who have received or solicited a **Financial Benefit** from the City of Rye or appeared before the City of Rye on behalf of another person. Attach additional paper if necessary (only list those gifts/benefits received within the past year).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

While in your position with the City of Rye, have you received a gift valued in excess of seventy five dollars (\$75.00) within the last year?

Yes \_\_\_\_\_ No \_\_\_\_\_

**OUTSIDE EMPLOYER/CONSULTING/OTHER BUSINESS**

Do you have an **Outside Employer** or business? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state the name, address, and telephone number of your **Outside Employer** or business. Attach additional paper if necessary.

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During the past year, has your **Outside Employer** or business solicited a **financial benefit** or appeared before the City of Rye on behalf of another person?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state the nature of such activities or matters. Attach additional paper if necessary.

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Identify any **interest** in any contract involving the City of Rye held by you, your Spouse, Household Member(s), or Children. Attach additional paper if necessary.

**Vendor**

**Nature of Contract**

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During the past year, have you been an officer of any political party or political committee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe. Attach additional paper if necessary.

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**AMENDMENTS/MODIFICATIONS**

If, at any time subsequent to filing this form, I become aware that any of the above information is inaccurate, incomplete or otherwise no longer applicable, I will notify the City Clerk of same immediately by filing an amended form.

**CODE OF ETHICS**

I HAVE RECEIVED, READ AND UNDERSTAND THE CITY OF RYE CODE OF ETHICS AND WILL ABIDE BY SUCH REQUIREMENTS.

Yes \_\_\_\_\_ No \_\_\_\_\_

I \_\_\_\_\_ (print name) HEREBY CERTIFY UNDER THE PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
Signature of Reporting Individual

Sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC



# CITY COUNCIL AGENDA

NO. 8

DEPT.: City Council

DATE: March 6, 2013

CONTACT: Mayor Douglas French

**ACTION:** Discussion on establishing a temporary Technology Committee.

**FOR THE MEETING OF:**

March 6, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

**IMPACT:**  Environmental  Fiscal  Neighborhood Other:

**BACKGROUND:** A recommendation has been put forward to establish a five member temporary Committee to explore how technology can enhance services to residents.

Proposed improvements include:

- Expand the use of the existing City listserv to broadcast important notifications to Rye residents
- Exploration of how social media can be used to provide information and services
- The establishment of a City WiFi network providing open access to the Internet at select areas within Rye
- Update the City website to provide comprehensive information on Rye suitable for new residents
- Identify technology trends that are happening with other local governments



# CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager

DATE: March 6, 2013

CONTACT: Scott Pickup, City Manager

**AGENDA ITEM:** Resolution to grant permission to the Rye Sustainability Committee, the Conservation Commission/ Advisory Commission, and the Rye Arts Center to hold a free public event on the Village Green to commemorate Earth Day 2013 on Saturday, April 20, 2013 from 10:00 a.m. to 4:00 p.m.

**FOR THE MEETING OF:**

March 6, 2013

**RYE CITY CODE,**

CHAPTER

SECTION

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

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Rye Sustainability Committee, the Conservation Commission/ Advisory Commission, and the Rye Arts Center has requested use of the Village Green to hold a free public event on the Village Green to commemorate Earth Day 2013 on Saturday, April 20, 2013 from 10:00 a.m. to 4:00 p.m.

See attached.