

**CITY OF RYE
MEMORANDUM**

TO: Honorable Mayor and Council Members

FROM: Scott D. Pickup, City Manager

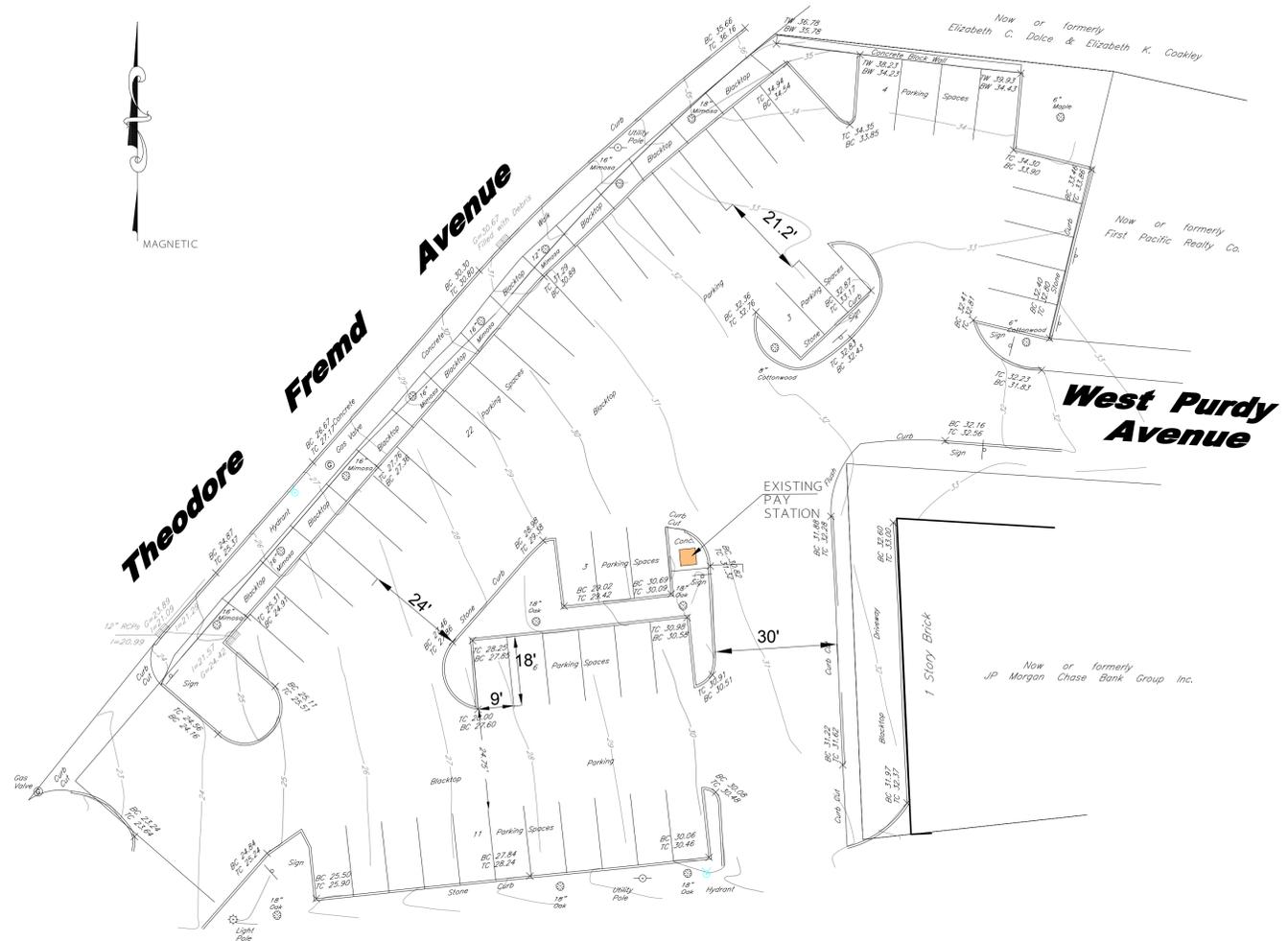
SUBJECT: Enclosures - Council Packet

DATE: June 24, 2011

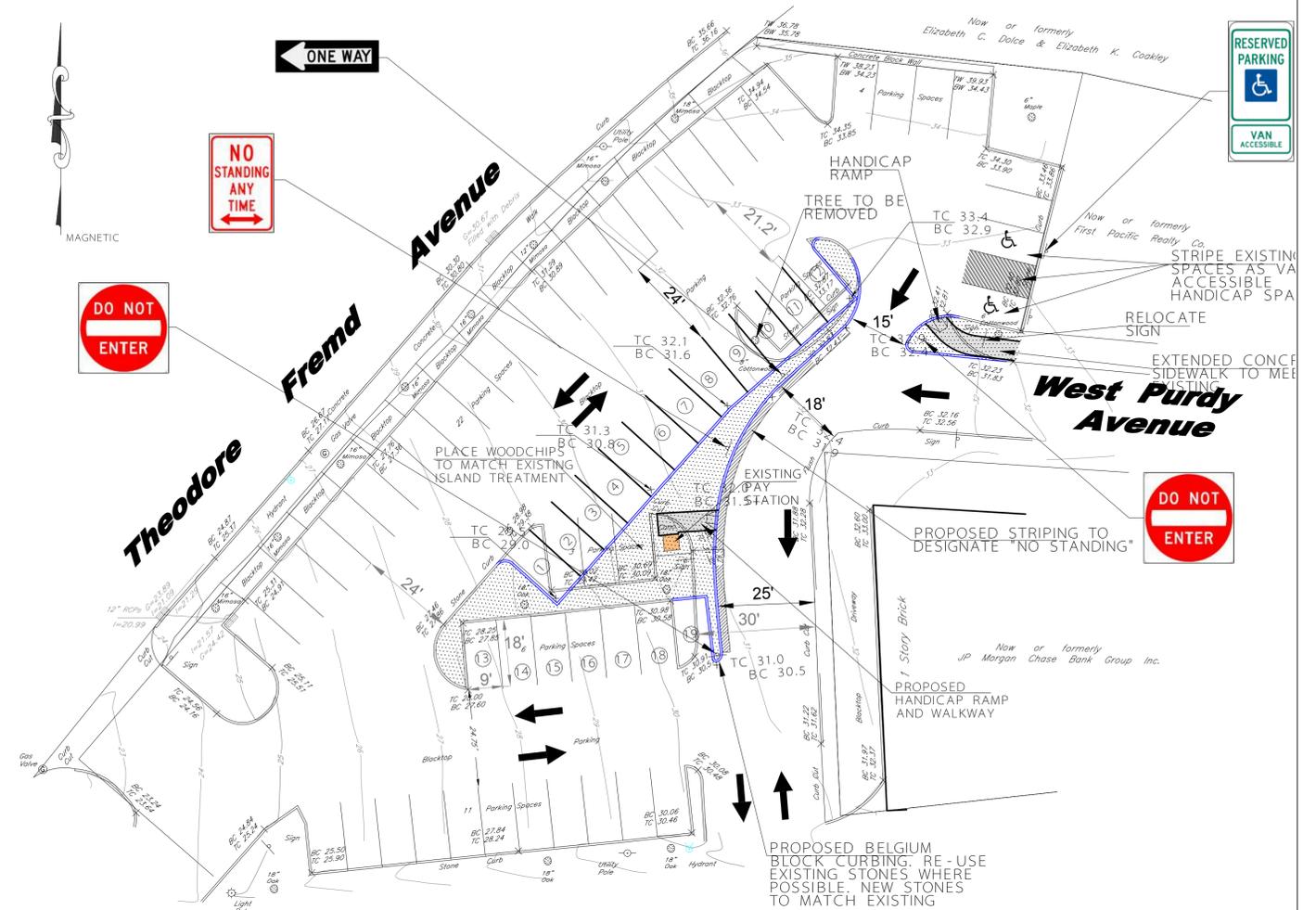
Enclosed with this memorandum are the following items:

- 6-9 Drawing Plan showing the creation of six additional parking spaces in Car Park 2. The implementation of the plan was required by the Planning Commission and Board of Appeals as a condition of its approval of the four-story building currently under construction at 30 Elm. Place.
- 6-10 Legal Department Update from the Corporation Counsel dated June 24, 2011.
- 6-11 Notice from Governor Cuomo regarding a five year Labor Agreement with the Civil Service Employees Association.
- 6-12 Article published in Telegram on June 22, 2011 regarding sidewalk snow removal in Worcester, Massachusetts.
- 6-13 Meeting notice for the week of June 27, 2011 is available on the City website www.ryeny.gov under Calendar.

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EXISTING CONDITIONS
SCALE: 1" = 20'



PROPOSED LAYOUT
SCALE: 1" = 20'



ALTERNATE ISLAND TREATMENT PLAN
SCALE: 1" = 10'

LEGEND

AREA OF NEW PARKING ISLAND

PARKING SCHEDULE

	EXISTING	PROPOSED
SPACES WITHIN ISLANDS	12	19
SPACES ADJACENT ISLANDS	1	0
TOTAL SPACES	13	19
6 ADDITIONAL SPACES CREATED		

PLANTING SCHEDULE

PLANT I.D.	COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE	ROOT
CA	Karl Foerster's Reed Grass	Calamagrostis Acutiflora	25	5 Gallon	Cont.
PA	Hameln Dwarf Fountain Grass	Pennisetum Alopecuroides	49	3 Gallon	Cont.

Application No. _____ approved by Resolution _____
Planning Commission of the City of Rye, New York, on the _____
_____, 20____, subject to all requirements and con-
change, erasure, modifications or revision of this plan, as approval, sh-

Signed this _____ day of _____, 20____

Chairman

City Planner/Secretary

KELLARD SESSIONS CONSULTING ENGINEERING, LANDSCAPE ARCHITECTURE & PLANNING, P.C. 500 MAIN STREET ARMONK, N.Y. 10504 P: (914) 273-2323 F: (914) 273-2329 WWW.KELSES.COM	PARKING IMPROVEMENTS ELM PLACE													
	CITY OF RYE WESTCHESTER CO., N.Y.	<table border="1"> <tr><td>10.</td></tr> <tr><td>9.</td></tr> <tr><td>8.</td></tr> <tr><td>7.</td></tr> <tr><td>6.</td></tr> <tr><td>5.</td></tr> <tr><td>4.</td></tr> <tr><td>3.</td></tr> <tr><td>2.</td></tr> <tr><td>1.</td></tr> </table>	10.	9.	8.	7.	6.	5.	4.	3.	2.	1.	<table border="1"> <tr><td>6</td></tr> <tr><td>9</td></tr> </table>	6
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PROJECT ID.: PDY 200		DATE: SEPTEMBER 22, 2009												
REVISIONS		10-07-2009												

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND/OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2)

**CITY OF RYE
MEMORANDUM**

TO: Honorable Mayor and Rye City Council
FROM: Kristen K. Wilson, Corporation Counsel
SUBJECT: Litigation Update
DATE: June 24, 2011

CLAIMS

A notice of claim has been filed by Susan Merrill and Tom Faneuff of 22 Halsted Place. The notice states that on March 7th a stone retaining wall on their property was damaged when it was struck by a City fire truck responding to a call. The claim has been forwarded to our insurance carrier.

LITIGATION

BEAVER SWAMP BROOK – (DEC Administrative proceeding)

On Wednesday June 8, 2011, the City submitted a memo to the ALJ and all other parties outlining the deficiencies in the Negative Declaration rendered by DEC staff. In addition, the City received the submissions from the other parties involved in the proceeding. DEC Staff and Harrison have an opportunity to respond to the comments.

SCHUBERT V. CITY OF RYE, ET AL.

The City must report back to the staff counsel of the Second Circuit Court of Appeals by June 30th whether the City is willing to engage in settlement discussions.

R.B. CONWAY V. CITY OF RYE

The trial has been calendared for September 2011.

DELLI PAOLI V. ZONING BOARD OF APPEALS

The Board of Appeals reaffirmed the Board of Architectural Review's decision to deny the application at their May meeting.

SHEW v. CITY OF RYE

Plaintiff has filed a reply memorandum of law with supporting affidavits in further support of Paul Shew's motion to file a late amended notice of claim.

MOLLOY v. PLANNING COMMISSION

Petitioner's Appellant's appeal is still pending.

PANETTA v. PLANNING COMMISSION

This matter is now fully submitted in Supreme Court, Westchester County.

MUNDINGER v. PLANNING COMMISSION

This matter is now fully submitted in Supreme Court, Westchester County.

CITY COURT

City of Rye v. Thomas B. Cury, et al. An Affidavit of Confession of Judgment was signed by the defendants and filed with Rye City Court. This matter concerned the existence of an unsafe and hazardous condition on property located at 496 Milton Road, Rye, New York. Defendants will be paying \$5,000.00 on Monday July 27, 2011 to the City of Rye. The fine is reflects the types of violations that existed and the length of time it took defendants to comply with the Building Department's requests.

Respectfully submitted,



Kristen K. Wilson
Corporation Counsel

KKW/dfn



STATE OF NEW YORK | EXECUTIVE CHAMBER
ANDREW M. CUOMO | GOVERNOR

For Immediate Release: June 22, 2011

GOVERNOR ANDREW CUOMO ANNOUNCES FIVE YEAR LABOR AGREEMENT WITH CIVIL SERVICE EMPLOYEES ASSOCIATION

Governor Andrew M. Cuomo today announced that his administration has reached a five-year labor agreement with the Civil Service Employees Association (CSEA). CSEA represents 66,000 New York State employees and is one of the largest public employee unions in the state. Upon ratification, this agreement would provide CSEA protection from broad layoffs.

The agreement includes a freeze on base wages for 3 years and a redesign of the employee health care contribution and benefit system, saving \$73 million this fiscal year and \$93 million next fiscal year. If adopted by the state's other collective bargaining units, the agreement will reduce workforce costs by \$1.63 billion over the course of the agreement, including \$1.27 billion of savings in healthcare costs, and would achieve sufficient savings to avoid the need for broad layoffs arising from the gap in the state operations budget. Overall, the five-year agreement if adopted statewide would be \$3.8 billion less expensive to the state than the previous four-year agreement reached in 2007.

"I applaud CSEA's leadership for their hard work to reach this deal which is a win-win for CSEA members and the State of New York," said Governor Andrew Cuomo. "This tentative contract, if adopted by the other bargaining units, means layoffs needed to achieve needed workforce savings would be avoided. CSEA members are the backbone of state government, responsible for delivering services to 19 million New Yorkers. I commend the union and its leadership for making a significant contribution to help get the state's fiscal house in order and making the shared sacrifices these difficult times require. Working together, we will turn this state around and get our economy moving once again."

CSEA President Danny Donohue said "These are not ordinary times and CSEA and the Cuomo Administration have worked very hard at the bargaining table to produce an agreement that balances shared sacrifice with fairness and respect. CSEA stepped up to help produce the Labor savings that Gov. Cuomo sought while the Gov. responded to CSEA's concerns about job security along with a wage and benefit package that recognizes the pressures on working people. I have known Gov. Cuomo for many years and I know that his commitment to organized labor and working families is deeply held and second to no one."

Base Wages: Under the five year agreement, there will be no general salary increase in Fiscal Year 2011-12; 2012-13; 2013-14. Employees will receive a 2 percent increase in 2014-15 and 2015-16.

2011-12	2012-13	2013-14	2014-15	2015-16
0%	0%	0%	2%	2%

Savings: The 2011 wage agreement is \$2.5 billion less costly to the state than the 2007 agreement, if adopted through the state workforce.

Health Care System Redesign: The agreement includes a series of reforms in the employee health care system which saves \$61 million annually in the CSEA contract and \$263 million over the contract term. If adopted by all bargaining units, these reforms would save \$1.27 billion. The components of the health system redesign are:

Health Care Contributions: The agreement includes substantial changes to employee health care contributions bringing public employee benefits more in line with the private sector. The contribution for health care benefits have not changed in 30 years, while the cost of the state's health care program has increased 100 percent in the past decade. The agreement reflects a two percent increase in contributions for Grade 9 employees and below, and a six percent increase for Grade 10 employees and above. (Under the agreement, for example, the state will pay 69 percent of family coverage for a Grade 10 employee and above, and the employee will pay 31 percent. The prior split was 75 percent state/25 percent employee. For individual coverage, a Grade 10 employee and above will pay 16 percent and the state share will be 84 percent. The prior split was 10 percent employee/90 percent state).

Savings: The CSEA agreement results in \$30 million in annual savings from this provision, and \$141.7 million over the contract term. If adopted for the entire workforce, this change will save \$165 million per year, and \$764 million over the term of the contract.

Health Care Opt Out: For the first time, the state is offering an opt-out option. Health care premiums cost \$16,600 for family coverage and \$7300 for individual coverage. Employees electing to opt out of the health insurance program must provide proof of alternative coverage and will receive \$1000 or \$3000 for the cessation of individual or family coverage, respectively. This will save the state thousands of dollars for each employee who opts out.

Savings: The opt-out will save \$7.3 million annually and \$31 million over the contract term for CSEA alone. The opt-out achieves \$21.6 million in annual savings, and \$91.8 million over the five year term if adopted statewide.

Health Benefit Redesign: The health benefit plan system of co-pays, deductibles, and programs has been redesigned to encourage healthy choices and control costs of pharmaceutical products. For example, for the first time the plan will cover the use of nurse practitioners and “minute clinics” and encourage employees to use these services when appropriate instead of hospital emergency rooms.

Savings: The CSEA savings for this provision are \$22.3 million annually and \$95.7 million over the contract term. If adopted by all bargaining units, these changes generate \$85.5 million annually when adopted statewide, and \$361.4 million over the term of the contract.

Deficit Reduction Leave: Under the agreement, employees will take a five day unpaid deficit reduction leave during fiscal year 2011-12 and four days unpaid leave during fiscal year 2012-13. The value of the days taken not worked will be deducted from employee pay over the remaining pay periods equally during the fiscal year in which they are taken. Employees will be repaid the value of the 4 days from 2012-13 in equal installments starting at the end of the contract term.

Savings: The furloughs will yield \$360 million in savings if adopted by all bargaining units.

Performance advances, longevity and retention payments: Performance advances and longevity payments will continue to be in effect. Current employees who remain active through 2013 will earn a onetime retention payment of \$775 in 2013 and \$225 in 2014 in recognition of working without a wage increase for three years.

Patient Abuse Reforms: Both CSEA and the State agree that the system in place for investigating allegations of abuse of patients at state facilities does not adequately protect our most vulnerable population in state care. While CSEA employees are dedicated caretakers, allegations of abuse must be dealt with thoroughly. Under the agreement, the State and CSEA will take a number of steps to improve the quality of care, including creating a completely new Select Panel on Patient Abuse with A-list arbitrators and creating a table of penalties for increasingly severe acts of misconduct, along with a number of other reforms.

Review of Temporary Employees: The State and CSEA will form a joint committee to review the use of temporary employees and contractors and make recommendations to the Division of Budget and Department of Civil Service.

Layoff Protection: CSEA employees will receive broad layoff protection for fiscal year 2011-12 and 2012-13 arising from the \$450 million budget gap. Workforce reductions due to management decisions to close or restructure facilities authorized by legislation, SAGE recommendations or material or unanticipated changes in the State’s fiscal circumstances are not covered by this limitation.

The tentative agreement must be ratified by CSEA rank and file members.

Negotiations for the state were led by a special team appointed by the Governor comprising Todd R. Snyder, Senior Managing Director of Rothschild Inc. and Co-Head of Rothschild's Restructuring and Reorganization group; and Joseph M. Bress, former head of the Governor's Office of Employee Relations and former Vice President of Labor Relations at Amtrak, under the direction of Howard Glaser, Director of State Operations.

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Article published Jun 22, 2011

City Council chills on changes to sidewalk snow removal

By Bronislaus B. Kush TELEGRAM & GAZETTE STAFF
bkush@telegram.com

WORCESTER — The City Council may be praying for a long Indian summer and hoping the snow won't start seriously flying until winter has long settled in.

That's because councilors still don't know how to tweak the contentious city ordinance that requires residents to clear their sidewalks of snow and ice or face steep fines.

The council seemed ready this week to exempt property owners who have had trouble complying with the ordinance because of their difficulty reaching sidewalks to the rear of their properties.

But the councilors backed off amending the regulation Tuesday night after learning that it would cost the city up to \$630,000 each winter to hire private contractors to do the work.

The council then referred the issue back to its Public Works Committee for further study.

In 2008, the council — concerned with pedestrian safety, and particularly school children forced to walk in the streets because of clogged pathways — adopted an ordinance that fined property owners \$75 for each day that their sidewalks were not cleared of winter debris.

Several residents around the city, however, complained that they were being unfairly burdened by the ordinance.

Much of the ire was generated from people who live on Meadow Lane, in the city's West Tatnuck neighborhood.

The rear of their properties abut Pleasant Street (Route 122), but a brook runs through the parcels, forcing them to take a very circuitous route to get to the walks.

To clear the snow, the residents have to go down the street, cross the brook at Prouty Lane, then walk up an embankment and over a guardrail.

District 3 Councilor Paul P. Clancy Jr., who heads the DPW committee, said he will schedule a hearing on the matter in September, when everybody's back from vacation.

Mr. Clancy said it's important that the council be consistent with all residents.

There was thought given to somehow eliminating the sidewalk entirely, with some councilors and Dorothy Hargrove, a Meadow Lane resident, saying it's not safe to walk that area, given the hilly geography and speeding traffic.

Ms. Hargrove noted there are two crosses near the sidewalk memorializing people killed in crashes.

Councilor at-Large Frederick C. Rushton added that cars routinely "careen" down the hill from Paxton and noted that he wouldn't let his kids walk in the area.

Mr. Rushton said the state should actually clear the walk, since it owns the nearby strip of land. City officials said the state refuses to do so.

Councilor at-Large Konstantina B. Lukes said the city administration should investigate how many actually use the sidewalk.

Councilor at-Large Michael J. Germaine recommended that the council waive the ordinance for property owners on a case-by-case basis and urged it not to issue a broad "carte blanche" exemption.

District 2 Councilor Philip P. Palmieri reminded his colleagues that the problem is not restricted to Meadow Lane and noted that residents in neighborhoods that he represents have similar complaints.

The ordinance requires that snow be removed to a width of at least 4 feet after the snow stops falling.

Department of Public Works and Parks Commissioner Robert L. Moylan Jr. has estimated that the city would have been responsible for clearing as much as 30,000 feet of sidewalks after each storm, had the amendment to the ordinance been passed.

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