

**AGENDA
TOWN BOARD
TOWN OF RYE
MEETING TO BE HELD TUESDAY, APRIL 19, 2016
7:30 P.M.
Port Chester Courtroom
350 North Main Street
Port Chester, New York 10573**

I. PLEDGE OF ALLEGIENCE

II. ROLL CALL

III. APPROVAL OF MINUTES

- A. Meeting Held March 15, 2016

IV. PRESENTATIONS

- A. Crawford Park Special Event - Fundraiser - Family Soccer
- B. Relay for Life - American Cancer Society - Crawford Park
- C. Tools for Change - Dr. Phil Tobin
- D. Places for Public Spaces (PPS)

V. COMMENTS FROM THE PUBLIC

VI. COMMUNICATIONS/RESOLUTIONS

- A. Resolution: Income Works Contract
- B. Resolution: Certiorari - 18-20 Olivia Street, Port Chester
- C. Discussion: Solar Exemption

VII. REPORTS

- A. Assessor
- B. Crawford Park
- C. Finance
- D. Tax Receiver - Report Submitted
- E. Town Clerk - Report Submitted
- F. Superintendent of Highways

VIII. COMMENTS FROM THE COUNCILPERSONS



Rental Agreement – Crawford Park – Town of Rye

Event Scheduling Form

6325

Print

Phone: 914-939-3075 ext. 100

Fax: 914-939-1465

AP Form

Event Date: Sunday, July 03, 2016

Event Time: 10:00 AM To 8:00 PM

Number Guests: 150

Description: Family Soccer Games Fundraiser

Name/Org: Club Union Tauria Inc/ Christina Flores

Email: christinaflores528@gmail.com

Address: 110 North Main Street

City: Port Chester NY 10573

Tel#: Cell#: (914) 563-3208

Security Dep due w/contract: \$250.00

Full payment due before: 6/3/2016

Full Payment due: \$640.00

Special Request:

Alcohol Permit & Park Security Required.

Mansion Tables
 Chairs Bridal Room
 Ball-field Soccer-field
 Pavilion Grills
 Fields are \$30.00 per hour
 Private Non-Profit

Office Use Only

Dep Check/DL #: _____
 Deposit Check Amount: \$0.00
 Rec'd Date: _____
 Payment Check #: _____
 Payment Check Amount: \$0.00
 Payment Rec'd Date: _____
 Date Entered: _____
 Sent to Fac: _____

Town Of Rye Licensing Agreement - Terms and Conditions

It is the policy of the Town of Rye that facility licenses are for the purpose of providing the use of Town owned facilities to the residents and non-profit organizations located within the Town of Rye (the "Town"). Commercial use of facilities is strongly discouraged and is not otherwise allowed unless previously requested and permission is granted, on a case by case basis and within the sole and absolute discretion of the Town, in writing. Reservations are taken on a first come, first served basis and secured upon receipt of the security deposit, which is refundable in full upon full compliance with the terms and conditions of this license agreement. All cancellations shall be made no less than two (2) weeks prior to the event. In the event that the licensee cancels the event less than two weeks prior to the date of the event, the security deposit will be deemed non-refundable and will not be returned.

LICENSEE agrees that the following Rules for the event, set forth below, shall be strictly complied with by the Licensee and by his employees, agents and guests:

Licensee shall be responsible for any and all damages and losses to the premises or property of the Town during the event to the extent caused by the Licensee or any of the Licensee's employees, agents, guests or other persons attending the event.

Licensee shall be responsible for the conduct of the patrons in their party.

Young children should never be left unattended at any time.

If alcoholic beverages are to be served on Town premises, the Town requires that the licensee obtain a separate Alcohol Use Permit. Alcohol may be served and consumed in the Mansion and Pavilion areas only. Alcohol may not be served, or consumed, on the playing fields, or in any other area within Crawford Park, other than the Mansion and Pavilion areas. Licensee shall not serve alcoholic beverages or any controlled substance to any person who appears to be intoxicated, or in imminent danger of intoxication. Licensee shall not serve, or allow to be served, alcoholic beverages to any person who is not of legal drinking age.

If any guest, agent or employee of licensee is or appears to be intoxicated; licensee shall endeavor to furnish a safe means of transport away from Town property to such intoxicated person.

***If alcohol is brought into the event or served without the alcohol permit and police officer, the following would be enforced:**

- The person or company scheduling the event would be held responsible.
- The Rye Brook Police Department would be called immediately and the event would be shut down.
- The deposit for the event would not be returned.
- The fee for the event would not be refunded.
- The person or company holding the event would be prohibited from the use of the Crawford facilities for a period of five years;

- A. Any group licensing any facility within Crawford Park must provide a certificate of insurance, acceptable to the Town, in the amount of two million dollars (\$2 million) naming the Town as an additional insured with respect to its event. Specific liquor liability insurance must be provided
- B. Licensee shall be responsible for general clean up of the facility. Renter shall remove all personal property from the facility at the time of clean up including placement of all unconsumed food and beverages, garbage, and decorative items into the receptacles provided. Renter is also responsible for kitchen clean-up, if applicable. Town staff will set up and remove tables and chairs, remove garbage, and clean general area and floors. If required, an additional fee of \$50.00 per person-hour will be charged to clean the facility and deducted from your security deposit. In the event the cost of clean-up exceeds the amount of the security deposit, Licensee agrees to promptly furnish the remaining balance upon demand.
- C. Parking is limited to designated parking areas only. Licensee and their guests agrees to comply with any parking directions or instructions provided by park staff.
- D. Licensee agrees not to conduct or permit any gambling or games of chance on Town property without the expressed written consent of Town of Rye.
- E. The Town of Rye, its agents, employees and elected officials shall not be liable for any damage to person or property by reason of the negligent acts of License, its agents, employees or guests. Licensee understands and agrees that the Town will not provide any chaperone or supervisory services with respect to the activities of any function. Renter accepts all responsibility for and agrees to indemnify and hold harmless Town of Rye and its employees, agents, and elected officials from all claims, liabilities, or lawsuits arising out of injury to person or property from negligent acts of licensee, its agents, employees or guests. Licensee shall pay all reasonable attorney fees, costs and expenses of the Town and its counsel in connection with any matter arising from, under, or in connection with this Agreement, including the enforcement thereof.
- F. RENTER shall vacate the premises promptly at the closing hour indicated in this Agreement, or sooner, if deemed necessary in the sole and absolute discretion of the Town or law enforcement authority. Excused Non-Performance: If for any reason beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, park operation, commodities or supplies, acts of war or acts of God, the Town is unable to perform its obligations under this Agreement, such non-performance is excused and the Town may terminate this Agreement without further liability of any nature, upon return of the Licensee's deposit. Licensee agrees and accepts that in no event will the Town be liable for consequential damages of any nature for any reason whatsoever.

Licensee further agrees to comply with, adhere to, and follow the following Rental Guidelines, Policies, and Procedures:

- No person shall remove any equipment or flora from Crawford Park.
- No person shall display any banner or sign, except those approved in writing by the Town.
- No person shall affix any items to the premises, including, but not limited to, by the use of scotch tape, nails, pushpins or other fasteners, except into designated strips.
- No person shall discard any trash, cinders, garbage, or other debris on the ground. All debris is to be discarded in the receptacles provided.
- No person shall offer any article for sale, unless specifically approved, in writing, by the Town of Rye.
- No person shall erect any structure to hold a meeting or perform a ceremony, unless specifically approved by the Town in writing. (tents, cupolas, pens, warrens, inflatable toys, etc.)
- No person shall post any notice or distribute any literature, unless specifically approved by the Town of Rye.
- No animal shall be allowed in any area of this facility except as specifically insured and authorized.
- No person shall start a fire in any area other than the picnic grills provided. Ashes and cinders are to be discarded in an appropriate manner, as directed by park staff, and not dumped on the ground.
- Smoking is not permitted within Crawford Mansion or under Pavilion.
- No person shall make, continue, cause or permit to be made, any unreasonable noise. Licensees are asked to recognize that Crawford Park is surrounded by residential neighborhoods and to consider the quality of life concerns of residents in playing and amplifying music and other sounds. In the event of unreasonable noise, licensees are advised that the Town or residents may notify the Police.
- A copy of an approved agreement must be presented upon request.
- This Agreement shall be governed by and interpreted under the laws of the State of New York, without regard to principles of conflict of laws. The parties consent to the sole and exclusive jurisdiction of the State and Federal courts sitting in the State of New York, County of Westchester with respect to the hearing and determination of any legal action proceeding arising from, under or connection with this Agreement or the enforcement thereof.

Any requests relating to the enforcement of these rules, including exceptions to these rules, must be made in writing to:

Town of Rye - Attn: Bishop Nowotnik

Confidential Secretary to the Town Supervisor , 222 Grace Church Street, Suite 302, Port Chester, NY 10573

I, _____, Renter, agree to the conditions and terms set forth above regarding the rental of Crawford Park Mansion, Pavilion and other facilities at Crawford Park.



What is the Relay For Life movement?

Each American Cancer Society Relay For Life event gives everyone an opportunity to fight cancer and help save more lives. Teams made up of family members, friends, and/or coworkers camp out at a local school, park, or fairground and take turns walking around a track or path. Because cancer never sleeps, each team is asked to have a representative on the track at all times during the overnight event.

Relay For Life is the signature fundraising event for the American Cancer Society. At the event, you will have the opportunity to celebrate cancer survivors, remember loved ones lost to the disease, and learn more about how to fight back against cancer. While you're raising much-needed funds, you'll also be raising awareness of the importance of cancer prevention, early detection, treatment, and patient support.

Celebrate Survivors and Caregivers

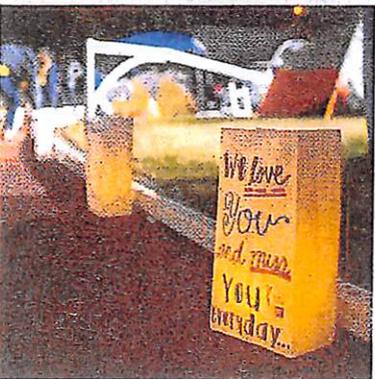
At Relay For Life events, cancer survivors and caregivers can come together and be recognized for their personal fight against a disease that has taken too much. In addition to a special ceremony, Survivors and Caregivers laps open the event and serve as a testament to the fight against cancer and the hope for a cure. All survivors and caregivers are invited to join their local Relay For Life event, no matter where their personal journey with cancer has taken them.

Remember during the Luminaria Ceremony

When the sun goes down, luminaria line the track, each one lit in honor or memory of those who have faced cancer – those who lost their battle, those who won, and those whose fight continues. For many, a Relay For Life event is where they can join together and find healing from their experience with cancer. The luminaria, each representing someone special, serve as a tribute to a community's fight against cancer.

Fight Back Ceremony

The Fight Back Ceremony inspires Relay participants to make a personal commitment to help the fight against cancer. That personal commitment may be as simple as visiting the doctor, getting a screening test, quitting smoking, or talking to elected officials about cancer.



Join the worldwide movement to end cancer.
American Cancer Society Relay For Life | RelayForLife.org | 1.800.227.2345

Find your event and register your team today at
RelayForLife.org/JoinTheRelayMovement.

How the Relay For Life movement can benefit you

Every Relay For Life event offers the power of a nationwide movement with the local touch of a community event. Whether it's a group of your friends and family, your company, school, or faith-based organization that would like to get involved, the benefits of joining the fight against cancer through a Relay event are numerous.

Why are businesses collaborating with Relay For Life events?

- Positions your business as a leader in the community and provides positive public relations
- Builds and enhances the leadership skills of employees
- Creates fun and creative team-building opportunities
- Demonstrates your commitment to providing opportunities for employee wellness
- Actively supports colleagues and their families who may be facing cancer

Supporting the American Cancer Society, the nation's largest and most respected voluntary health organization, will bolster your company's reputation and clarify your commitment to serving your community.

Why are schools teaming up with Relay For Life events?

- Encourages good citizenship and demonstrates the importance of community involvement
- Provides an outlet for both students and faculty to support their loved ones facing cancer
- Generates fun and creative team-building opportunities
- Teaches leadership principles as well as healthy lifestyle and behavioral choices
- Positions a school as a leader in the community and offers positive public relations

Why are faith-based organizations embracing Relay For Life events?

- Enhances exposure of your organization and its mission to serve others in the community
- Demonstrates support for cancer survivors and caregivers in the congregation
- Engages youth in meaningful service to their community
- Offers the congregation information about American Cancer Society programs and services – all offered free of charge to cancer patients and their families
- Provides a fun-filled, family-friendly event

Becoming actively involved with the American Cancer Society and Relay For Life is a great way to promote fellowship throughout your community.

Why are families and friends joining Relay For Life events?

- Offers family and friends a healing place to celebrate and remember loved ones who have battled cancer
- Provides a fun and festive venue for annual reunions
- Provides a service-oriented activity that teaches family members of all generations about giving back
- Offers friends a way to socialize and make a difference at the same time
- Gives families a way to connect to their community



Find your event and register your team today at RelayForLife.org/JoinTheRelayMovement.

A

RESOLUTION

On motion of Councilperson _____, seconded by Councilperson _____, the following Resolution was adopted:

WHEREAS, Assessment Advisors, LLC, will provide *IncomeWorks* as a standalone commercial valuation program in web based format. Since the commercial data is surveyed each year and updated according to market conditions, the contract is renewed each year.

WHEREAS, the cost is not to exceed eighteen thousand dollars (\$18,000), for the 2016 annual update per the attached contract renewal.

RESOLVED, that Assessment Advisors, LLC, 736 N. Western Avenue, #383, Lake Forest, IL 60045 is hereby designated to provide *IncomeWorks*, as a standalone commercial valuation program in web based format, to the Town of Rye for the calendar year 2016,

BE IT FURTHER RESOLVED, that the cost for such program in an amount not to exceed \$18,000 is hereby approved.

ROLL CALL:

AYES:

NOES:

ABSENT:

Dated: April 19, 2016

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:
TOWN OF RYE)

I, HOPE B. VESPIA, Town Clerk of the Town of Rye, New York, do hereby certify that I have compared the foregoing copy with the copy of Resolution adopted by the Town Board of the Town of Rye, at a meeting held on April 19, 2016 at which time a quorum was present, and that the same is a true and correct transcript of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Rye, New York, this 20th day of April, 2016.

Hope B. Vespia,
Town Clerk

B

RESOLUTION

On motion of Councilperson _____, seconded by Councilperson _____, the following Resolution was adopted:

WHEREAS, Petitions and Notices of Petitions to review the assessment for taxation of the real estate owned by Nestor and Patricia Cacsire, were duly served upon the Board of Assessment Review and Assessor in the Town of Rye, and

WHEREAS, the Town of Rye and said property owner are prepared to enter into an Agreement and Stipulation of Compromise and Settlement of their differences in summary as follows:

Roll Year	Assessment	Petitioner Value (On Petition)	Petitioner Indicated Reduction (\$)	Petitioner Indicated Reduction (%)	Consent Judgment [CJ] (Reduced AVs)	CJ \$ Reduct.	CJ % Reduct.
2012	\$631,000	\$370,000	\$261,000	41%	390,000	241,000	38%
2013	\$520,000	\$370,000	\$150,000	29%	400,000	120,000	23%
2014	\$511,700	\$370,000	\$141,700	28%	410,000	101,700	20%

WHEREAS, it appears to be in the best interest of the Town to settle said matters recommended by the Town Attorney and Special Counsel for the Town of Rye and the Town Assessor without further attendant legal and appraisal costs relating to said matters;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Rye in regular session duly convened as follows:

1. The Supervisor of the Town of Rye be and hereby is authorized to enter into a Stipulation of Settlement of said pending proceedings on the terms set forth herein.
2. Paul J. Noto, Town Attorney for the Town of Rye be and hereby is authorized to consent to entry of appropriate court orders to accomplish said settlement and upon entry of the court orders execute Stipulations of Discontinuance of said proceedings.
3. The Supervisor of the Town of Rye be and he hereby is authorized to make and pay refunds on the terms set forth herein.
5. This resolution shall take effect immediately.

ROLL CALL
AYES:
NOES:
ABSENT:

Dated: April 19, 2016



FISCAL IMPACT MEMO

--CONFIDENTIAL--

TO: Rye Town Board; Paul Noto, Esq.; Jeffrey Binder, Esq., Daniel Tartaglia, Esq., Anthony Cerreto, Esq.

FROM: Denise S. Knauer, IAO, Town Assessor

DATE: April 15, 2016

RE: Tax Certiorari Settlement
18-20 Olivia Street (142.37-1-11)
Nestor & Patricia Cacsire v. Town of Rye



Attorney Jeffrey Binder and I settled the above-referenced certiorari matter and a resolution for approval is on the agenda for the March 15, 2016, Town Board meeting.

The subject property is a 3224 square foot a 4-family built in 1922. An exterior inspection of the property was made on May 7, 2015 and it was observed to be less than average condition.

The petitioner's attorney submitted a 2011 appraisal done for JPM Chase with a value of \$370,000. The petitioner's 2012 Schedule E was also supplied; based on 70% of the gross rental income and a 10% cap rate, a value estimate of ~\$424,000 was calculated.

Please note the value of a 4-family dwelling falls into a “gray area.” Although it is considered non-homestead/commercial, it is acceptable and common practice to value it based on the sales comparison/market approach.

There have been only 7 useable 4-family sales listed on the MLS from 1/1/11 to 5/7/15. Of those, the average cap rate was 10% (assuming 30% expenses). The sales prices ranged from a low of \$376,000 in 2013 to a high of \$495,000 in 2014. The later sale, however, is **6000 square feet**, roughly 46% larger than the subject’s 3224 square feet.

All of the above were considered in the negotiation of the reductions outlined in the following chart:

Roll Year	Assessment	Petitioner Value (On Petition)	Petitioner Indicated Reduction (\$)	Petitioner Indicated Reduction (%)	Consent Judgment [CJ] (Reduced AVs)	CJ \$ Reduct.	CJ % Reduct.
2012	\$631,000	\$370,000	\$261,000	41%	390,000	241,000	38%
2013	\$520,000	\$370,000	\$150,000	29%	400,000	120,000	23%
2014	\$511,700	\$370,000	\$141,700	28%	410,000	101,700	20%

The estimated tax refunds are:

Levy Year	ASSMT YEAR	Vlg	Assmnt Reduced From	Assmnt Reduced To	Diff. (Refund Based On)	TOWN		COUNTY		VILLAGE		PCSD	
						RATE NON-Homestead	Tax Refund	RATE	Tax Refund	RATE NON-Homestead	Tax Refund	RATE NON-Homestead	Tax Refund
2013	2012	VPC	631,000	390,000	241,000	0.065856	\$ 16	3.591478	\$ 866	10.385189	\$ 2,503	23.046478	\$ 5,554
2014	2013	VPC	520,000	400,000	120,000	0.063407	\$ 8	3.650718	\$ 438	11.174217	\$ 1,341	24.38619	\$ 2,926
2015	2014	VPC	511,700	410,000	101,700	0.054768	\$ 6	3.535149	\$ 360	11.367334	\$ 1,156	26.885974	\$ 2,734
TOTALS:							\$ 29		\$ 1,663		\$ 5,000		\$ 11,215
												GRAND TOTAL:	\$ 17,907



MEMO

TO: Rye Town Board
FROM: Denise S. Knauer, IAO, Town Assessor
DATE: April 15, 2016
RE: Solar & Wind Exemption Application

On 4/1/16 the Assessment Office received an *Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems* (RP-487). If this exemption were to be approved, the Town would have to opt in by local law/resolution (similar to the Veterans' Exemptions). More information on this exemption can be found at: <https://www.tax.ny.gov/research/property/legal/localop/index.htm>

But in order to do so, the local law/resolutions would have to be passed/in place before the Town's May 1, 2016 taxable status date. Essentially, everything is detailed on the attached *Solar+ Exemption Application*. The instructions are on page 2. I highlighted the pertinent points:

Instructions

Authorization for exemption

Real Property Tax Law section 487 exempts from taxation, but not special ad valorem levies or special assessments, real property which includes a solar or wind energy system or farm waste energy system satisfying guidelines established by the New York State Energy Research and Development Authority. The solar or wind energy system or farm waste energy system must be existing or constructed before July 1, 1988, or constructed after January 1, 1991, and before January 1, 2025. A county, city, town or village may adopt a local law or a school district (except the city school district of New York City, Buffalo, Rochester, Syracuse or Yonkers) may by resolution provide that no solar or wind exemption or farm waste energy system shall apply within its jurisdiction for systems constructed after January 1, 1991, or the date of such local law or resolution, whichever is later.

Duration and computation of exemption

The exemption is equal to the increase in assessed value of the property attributable to the inclusion of the solar or wind energy system or farm waste energy system and is to be granted for a period of fifteen (15) years. Where the system or its components are also part of the building structure, the increase in value to be exempted from taxation equals the assessed value attributable to the system or components multiplied by the ratio of the incremental costs of the system or farm waste energy system or components to the total cost of such system or components. "Incremental cost" is the increased cost of a solar or wind energy system or farm waste energy system or component which also serves as part of a building structure, above that for similar conventional construction, which enables its use as a solar or wind energy system or farm waste energy system or component. For further information, see the Energy Research and Development Authority guidelines. Note that municipalities that offer the solar or wind energy system exemption may require payments in lieu of taxes not to exceed the amount of the exemption.

To summarize, the exemption amount is equal to the increase in assessment. So, if the cost of was \$32,000 and say the assessment increased 25,000, then the exemption amount would be 25,000, **or a wash**. **Solar systems that are not owned 100% outright (like those provided by the many solar companies that we are seeing more and more of) do not qualify for any kind of an exemption because they are not owned 100% by the property owner.**