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BUILDING DEPT.

NYSDEC Submission Package and Correspondence



November 2, 2018

Mr. Chris Lang
Division of Environmental Permits
New York State Department of Environmental Conservation
21 South Putt Corners Road
New Paltz, NY 12561

Re: Water Service Replacement 700-702 Taylors
DRAFT Consent Language
Village of Mamaroneck/ Town of Rye
DEC Application No. 3-5548-00318/00006

Dear Mr. Lang;

The Applicant has advised us that he has received verbal consent for the proposed work associated with the water service replacement for 700 and 702 Taylors Lane. We have proposed DRAFT consent language as follows:

"With respect to the proposed water service replacement for 700-702 Taylors Lane, DEC Application No. 3-5548-00318/00006, I hereby attest that I am the record owner of the property known as _____, located within the Village of Mamaroneck and having a tax identification number of _____. I understand that the project will result in temporary disturbance to a portion of my property and in the permanent replacement of up to two water services, in the same general location as the two existing water services for 700-702 Taylors Lane, respectively.

I hereby consent to provide access to my property for the construction of and permanent installation of the proposed water services.

By providing this consent, it is understood that I, the property owner and/or his/her agent(s), shall be held harmless for any and all damages to person or property that may result in relation to this activity."

Name of Property Owner _____

Signature _____

Date _____

We hope that you find the proposed DRAFT consent language satisfactory, however, please call should you require revisions. If the language is satisfactory we will obtain individual signed consent letters from each of the impacted property owners.

Sincerely,

Pietro A. Catizone, P.E.
Principal

PAC X:\Projects\2018\18004_700-707 Taylors Lane VMam\Correspondence\Outgoing\Reviewer\NYSDEC\NYSDEC DRAFT Consent 181102.docx

**JOINT APPLICATION FORM**

For Permits for activities affecting streams, waterways, waterbodies, wetlands, coastal areas, sources of water, and endangered and threatened species.

You must separately apply for and obtain Permits from each involved agency before starting work. Please read all instructions.

1. Applications To:**>NYS Department of Environmental Conservation**

Check here to confirm you sent this form to NYSDEC.

Check all permits that apply:

☐ Stream Disturbance☐ Dams and Impoundment Structures☐ Tidal Wetlands☐ Water Withdrawal☒ Excavation and Fill in Navigable Waters☒ 401 Water Quality Certification☐ Wild, Scenic and Recreational Rivers☐ Long Island Well☐ Docks, Moorings or Platforms☐ Freshwater Wetlands☐ Coastal Erosion Management☐ Incidental Take of Endangered / Threatened Species**>US Army Corps of Engineers**

Check here to confirm you sent this form to USACE.

Check all permits that apply:

☒ Section 404 Clean Water Act☐ Section 10 Rivers and Harbors ActIs the project Federally funded? ☐ Yes ☒ NoIf yes, name of Federal Agency: General Permit Type(s), if known:

Preconstruction Notification:

☐ Yes ☐ No**>NYS Office of General Services**

Check here to confirm you sent this form to NYSOGS.

Check all permits that apply:

☐ State Owned Lands Under Water☐ Utility Easement (pipelines, conduits, cables, etc.)☐ Docks, Moorings or Platforms**>NYS Department of State**

Check here to confirm you sent this form to NYSDOS.

Check if this applies:

☐ Coastal Consistency Concurrence**2. Name of Applicant**

Dr. Kamran Tabaddor

Taxpayer ID (if applicant is NOT an individual)

Mailing Address

700-702 Taylors Lane

(702 Taylors Lane also known as 707 Taylors Lane)

Post Office / City

Village of Mamaroneck

State

NY

Zip

10543

Telephone 917.796.7730

Email kamran@tabaddor.com

Applicant Must be (check all that apply):

☒ Owner☐ Operator☐ Lessee**3. Name of Property Owner (if different than Applicant)**

Mailing Address

Post Office / City

State

Zip

Telephone

Email

For Agency Use Only

Agency Application Number:

4. Name of Contact / Agent

Pietro A. Catizone, P.E.

Mailing Address

Catizone Engineering, P.C.

One West Avenue, Suite 219

Post Office / City

Larchmont

State Zip

NY

10538

Telephone 914.269.8358

Email

pcatizone@catizoneengineering.com

5. Project / Facility Name

Property Tax Map Section / Block / Lot Number:

155.69-1-1/ 155.69-1-1.1

Project Street Address, if applicable

700-702 Taylors Lane

Post Office / City

Village of Mamaroneck

State Zip

NY

10543

Provide directions and distances to roads, intersections, bridges and bodies of water

From US Route 1 turn onto Taylors Lane and proceed south approximately 4,000 ft to the Taylors Lane causeway then an additional 900 feet, over the causeway and passing 702 Taylors Lane, to 700 Taylors Lane.

☐ Town ☒ Village ☐ City

County

Mamaroneck

Westchester

Stream/Waterbody Name

Van Amringe Mill Pond

Project Location Coordinates: Enter Latitude and Longitude in degrees, minutes, seconds:

Latitude: 40

56

38.4

Longitude: -73

43

1.2

6. Project Description: Provide the following information about your project. Continue each response and provide any additional information on other pages. Attach plans on separate pages.

a. Purpose of the proposed project:

Water service replacement for 700 & 707 Taylors Lane, due to breakage. See attached project description.

b. Description of current site conditions:

Both properties are located on an island (land mass) at the end of Taylors Lane. Taylors Lane runs approximately south along the western limits of the Van Amringe Mill Pond. A causeway is located on Taylors Lane approximately 4,000 feet from US Route 1. The causeway runs east west for approximately 350 feet to the Taylors Lane island then Taylors Lane continues north to the driveways for 707 and 700 Taylors Lane.

c. Proposed site changes:

The project proposes the replacement of the water service laterals servicing 700 and 707 Taylors Lane, in place and in kind (Change of material from k-copper to PVC SDR 9)

d. Type of structures and fill materials to be installed, and quantity of materials to be used (e.g., square feet of coverage, cubic yards of fill material, structures below ordinary/mean high water, etc.):

The existing k-copper water services are installed at grade along the bottom of and visible within the Amringe Mill Pond. New water services will be constructed of PVC SDR 9 water pipe. Similar to the existing services, the pipes will be installed on grade, along the bottom of the Van Amringe Mill Pond. Limited excavation at each end, estimated at 5 cubic yards, is required to provide depth and cover at shorelines.

e. Area of excavation or dredging, volume of material to be removed, location of dredged material placement:

Approximately 5 CY of material (2.5 CY each side) will be excavated to accommodate the new water services the backfilled with same material. The project does not propose import or disposal of soils from Amringe Mill Pond. Additionally, approximately 61 concrete ballast blocks are proposed. Each block is 0.41 CF for a total of 25.01 CF (0.926 CY).

f. Is tree cutting or clearing proposed? ☐ Yes If Yes, explain below. ☒ No

Timing of the proposed cutting or clearing (month/year):

Number of trees to be cut:

Acreage of trees to be cleared:

g. Work methods and type of equipment to be used:

A small excavator will be utilized for excavation and tie-in at each shore line. The water services will be set utilizing floating docks or row boat, as required. The water service pipe will be rolled out and ballast blocks installed at 910 ft spacing. The ballast blocks are designed to accommodate two pipes, parallel to one another. A mechanical winch will be utilized to lower the weighted water service pipes into the water.

h. Describe the planned sequence of activities:

1) close tide gate at low tide, Install turbidity curtain and sandbags. 2) Begin at the "mainland" side of Taylors lane, excavate and make connection to existing service. 3) roll out water main and install ballast blocks. 4) lower weighted water services into water. 5) move dock sections eastward and repeat until crossing complete. 6) excavate and on island side and connect to existing water service line(s).

i. Pollution control methods and other actions proposed to mitigate environmental impacts:

Sandbag Barriers at areas where excavation is proposed. Turbidity curtain on either side of work zone. Utilization of row boat or floating docks to minimize disturbance to bottom.

j. Erosion and silt control methods that will be used to prevent water quality impacts:

Sandbag Barriers at areas where excavation is proposed. Turbidity curtain on either side of work zone. Utilization of row boat or floating docks to minimize disturbance to bottom. Silt fence on land.

k. Alternatives considered to avoid regulated areas. If no feasible alternatives exist, explain how the project will minimize impacts:

Overland route over causeway was evaluated and determine to be non-feasible.

l. Proposed use: ☒ Private ☐ Public ☐ Commercial

m. Proposed Start Date: 10/15/2018 Estimated Completion Date: 10/30/2018

n. Has work begun on project? ☐ Yes If Yes, explain below. ☒ No

A letter was submitted on behalf of the Applicant proposing that the water services be constructed as an emergency repair; however, NYSDEC did not feel that the condition was an immediate health or environmental risk and declined the request.

o. Will project occupy Federal, State, or Municipal Land? ☐ Yes If Yes, explain below. ☒ No

p. List any previous DEC, USACE, OGS or DOS Permit / Application numbers for activities at this location:

None known

q. Will this project require additional Federal, State, or Local authorizations, including zoning changes?

☐ Yes If Yes, list below. ☒ No

7. Signatures.

Applicant and Owner (If different) must sign the application.

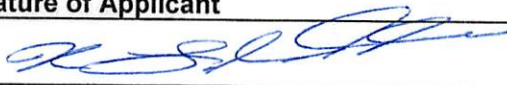
Append additional pages of this Signature section if there are multiple Applicants, Owners or Contact/Agents.

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief.

Permission to Inspect - I hereby consent to Agency inspection of the project site and adjacent property areas. Agency staff may enter the property without notice between 7:00 am and 7:00 pm, Monday - Friday. Inspection may occur without the owner, applicant or agent present. If the property is posted with "keep out" signs or fenced with an unlocked gate, Agency staff may still enter the property. Agency staff may take measurements, analyze site physical characteristics, take soil and vegetation samples, sketch and photograph the site. I understand that failure to give this consent may result in denial of the permit(s) sought by this application.

False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the NYS Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact; or knowingly makes or uses a false, fictitious or fraudulent statement.

Signature of Applicant



Date

10/8/18

Applicant Must be (check all that apply): ☐ Owner ☐ Operator ☐ Lessee

Printed Name

Dr. Kamran Tabaddor

Title

Owner 700 Taylors Lane

Signature of Owner (if different than Applicant)

Date

Printed Name

Title

Signature of Contact / Agent



Date

10.8.2018

Printed Name

Pietro A. Catizone, P.E.

Title

Principal Catizone Engineering, P.C.

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DETERMINATION OF NO PERMIT REQUIRED

Agency Application Number

(Agency Name) has determined that No Permit is required from this Agency for the project described in this application.

Agency Representative:

Printed Name

Title

Signature

Date

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							
700- 702 Taylors Lane							
Name of Action or Project: Water Service Replacement							
Project Location (describe, and attach a location map): 700-702 Taylors Lane							
Brief Description of Proposed Action: Replacement of two water services, approximately 600 ft each, in place, in kind. Update pipe to 2" PVC SDR-9							
Name of Applicant or Sponsor: Dr. Kamran Tabaddor		Telephone: 917.796.7730 E-Mail: kamran@tabaddor.com					
Address: 700 Taylors Lane							
City/PO: Mamaroneck		State: NY	Zip Code: 10543				
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.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
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: WJWW Water service and cross connection approval Village of Mamaroneck Building Dept. Building Permit			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		28.96 acres					
b. Total acreage to be physically disturbed?		0.25 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.21 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 checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: <u>Coastal waters</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>Temporary disturbance to Van Amringe Mill Pond</u>			
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:			
<input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional			
<input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES	
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES			
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?			
If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>K. S. S. S.</u> Date: <u>10/18/18</u> Signature: <u>KAMRAN TABADDOR</u>		

Project: Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only (as appropriate)

Project: _____

Date: _____

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

October 9, 2018

Re: Water Service Replacement
700-702 Taylors
Village of Mamaroneck/ Town of Rye
Tax ID: 155.69-1-6 and 155.69-1-1, respectively

PROJECT DESCRIPTION

1. EXISTING WATER SERVICE

The subject properties are serviced by public water supplied by Westchester Joint Water works from Taylors Lane (Mainland). Two 1 ½" k copper water services extend from the water main within Taylors Lane approximately 600 feet west, across the Van Amringe Mill Pond, to service the two subject properties, 700 and 702 Taylors Lane. The two water services run approximately parallel to one another.

The 700 Taylors Lane service includes a corporation stop at the public water main, a service valve, meter pit and double backflow prevention valve, located between Taylors Lane and existing stone sea wall. The service penetrates the seawall and runs west to the seawall west through the Van Amringe Mill Pond where it penetrates the seawall west of the 700 Taylors Lane residence and extends to a water pit where it is distributed for irrigation and domestic service.

The 702 Taylors Lane water service is similar to the 700 Taylors Lane service except that it is not believed to include a backflow prevention device. Also, once the service crosses the Van Amringe Mill Pond and seawall it runs south parallel to the existing seawall, to the 702 Taylors Lane residence.

The existing water service for 700 Taylors Lane damaged in December of 2017 and, accordingly, was turned off by WJWW. Further investigation by the Applicants plumbing contractor revealed at least three break points in the water service. The break points were identified by turning on the water service during low tide and noting disturbance (bubbles) on the surface of the water. It is likely that the water service failed at the joints.

A temporary hose connection has been implemented between 700 and 702 Taylors Lane. As disused above, the water service for 702 Taylors Lane is not believed to have a backflow prevention device. Additionally, we have been advised by our Client that there have been several interruptions to their water service due to rupture of the hose and with the onset of the warm weather has resulted in aesthetically displeasing water quality.

Timeline of activities related to 700 Taylors Lane:

December 2017

Water service break shut off by WJWW

December 2017 through March 2018

Applicant coordinates with WJWW and Village of Mamaroneck Building Department regarding repair or replacement of water service. Applicant also retains local plumber to determine the extent of the water service damage and pricing for repair/replacement.

March 13, 2018

Applicant reached out to Catizone Engineering, P.C. for professional services related to the repair/replacement of water services. Catizone Engineering, P.C. sent proposal to Applicant on March 28, 2018 after reaching out to WJWW, Village Engineer, and NYSDEC.

April 1, 2018

Applicant authorizes Catizone Engineering, P.C to proceed.

April 26, 2018

Catizone Engineering, P.C. sent a DRAFT project description to WJWW for review. We had asked for a letter supporting the repair as an emergency repair, but they declined.

May 2, 2018

Applicant received survey proposal received from H. Stanley Johnson and Co. Land Surveyors, P.C.

May 31, 2018

Catizone Engineering, P.C. submitted a letter to NYSDEC requesting an emergency water service repair.

June 1, 2018

"Denial of Emergency Authorization Request" received.

September 21, 2018

Survey received.

October 8,

Applicant advised Catizone Engineering, P.C. that 702 Taylors Lane is in contract for sale and that 700 Taylors Lane will be disconnected from their water service upon closing, which is expected to be on October 31, 2018.

October 9, 2018

Plans and Application submitted to NYSDEC and ACOE.

2. VAN AMRINGE MILL POND

The Van Amringe Mill Pond is within the "waters of New York State" and a navigable waterbody as well as being mapped as DEC tidal wetlands, littoral zone. It does not appear that any work will be proposed in the Coastal Erosion Hazard Area (CEHA). The ownership of the Van Amringe Mill Pond is shown on the survey dated August 3, 2018 prepared by Robert S. Johnson, P.L.S.. We have also attached a deed for Shadow Island (700 and 702 Taylors Lane) demonstrating the right to maintain the existing utilities which traverse the Van Amringe Mill Pond and specifically, draining of the pond, only when necessary, for the purpose of repairing or replacing the water pipes. The document is filed with the Westchester County Clerk as Liber 3410, Pages 80 through 87.

3. PROPOSED WATER SERVICE

This application proposes the installation of two 2" PVC SDR-9 water services to service 700 and 702 Taylors Lane. The water services are a direct replacement of the existing. The increase in pipe size is to account for the difference in pipe difference from the existing services. Also, SDR-9 was selected since it has some advantages over k-copper in this application as follows:

1. SDR-9 PVC is available in continuous lengths in excess of 600 feet, allowing the replacement in kind of the water services without any splices or joints within the Van Amringe Mill Pond.
2. SDR-PVC has a much greater wall thickness than equivalent K-copper. 2" SDR-9 PVC has a wall thickness of 0.264" while 2" Type K copper has a wall thickness of 0.083".
3. SDR-9 PVC is more resistant to corrosion than K-copper.
4. SDR-9 PVC is more resistant to dents, creases or other damages caused by movement of the pipe or impact from debris.
5. SDR-9 PVC is more resistant to damage from freezing.

Due to the vicinity of the two existing water services to one another there is a high probability that the water service for 702 Taylors Lane will be damaged, particularly when excavating on either shore for tie-in. Accordingly, two water

services are proposed. Also, it is difficult to predict the remaining service life of the existing water service for 702 Taylors Lane. The additional service would not result in any additional disturbance than a single service; therefore, it makes sense to install it at this point. In the event that the existing service is not damaged it can be utilized as a spare for either property.

3.1. Buoyancy

One issue with SDR-9 PVC is that it is almost buoyancy neutral and requires the weight of water and/or pipe ballast to keep the pipe at the floor of the water body. The pipe has a weight of 74.1 lbs/100LF. And, based on an interior diameter of 1.85", has a buoyancy force of 116.1 lbs/100LF. Accordingly, the net buoyant force is 42.0 lbs / lineal foot.

We have contacted Wyevale Precast who makes two-piece ballast block which is bolted on to the pipe. It can be configured to accommodate two 2" pipes and its weight is 40 lbs. We propose a block spacing no greater than 10 feet, resulting in a safety factor against of 4.75. The safety factor is not necessarily to accommodate buoyancy but to prevent re-coiling of the pipe as it is installed. The pipe ballast is constructed of concrete with non-corrosive reinforcement and stainless-steel bolts. A neoprene wrap will be utilized around the pipe at the locations of the pipe ballasts.

3.2. Installation

3.2.1. Protection of Natural Resources

In an effort to minimize impacts to natural resources we proposed that the tide within the existing causeway be closed at low tide to keep the water level within Van Amringe Mill Pond low. The pipe alignment will be identified, and a turbidity curtain installed 25 feet from either side of the centerline, creating a 50 ft wide work zone.

Excavation will be required on either side for connection. All excavation will be conducted from the land side. A semi-circular sand bag sediment trap will be constructed in the area to be excavated to prevent the transport of sediment. The sediment trap shall extend above the water level and placed tight against the bottom and seawall.

Once activities have been completed, accumulated sediment and debris shall be removed, and the sediment trap and turbidity curtain removed.

3.2.2. Pipe Installation

The pipe alignment shall follow the existing water services. We propose that a temporary floating dock be installed to act as a layout and work area. The dock would not be continuous along the water service alignment but would be long enough to reasonably roll out and install ballast blocks on a given length of water main. The contractor may utilize several row boats on lieu of the floating docks but would need to demonstrate how the ballast blocks would be attached and water service lines be rolled out without damage to the pipe. The water services will be un-coiled and pipe ballast installed at the recommended interval. Once a portion of the pipe has been prepared it can be lowered directly into the water. Approximately 61 ballast blocks are proposed, each having a volume of .41CF for a total volume of 25.01 CF or 0.926 CY.

3.2.3. Excavation Bury Depth

Excavation will be limited to the connection of the water services on either side. All excavation will be conducted from land and limited to the reach of excavator. The project proposes to maximize the bury depth near the sea wall, to the greatest extent practicable without undermining the seawall. It is estimated that a total of 5 CY of soil will be excavated and then utilized as backfill. The project does not propose import or export of material excavated from Van Amringe Mill Pond. Since the remainder of the pipe will be largely underwater the risk of freezing is minimal, with the exception of the portions closest to the sea wall where the bed of the Van Amringe Mill Pond can sometimes become exposed to the elements during low tide, and particularly closest to the residence. Accordingly, a heating element will be installed within the pipe at the eastern end of the service.

The remaining pipe will be installed on the bed of the Van Amringe Mill Pond. We propose that a shovel or water jet be utilized to remove sediment from under the pipe, as it is being installed, such that the top of the pipe is flush to or below the pond bottom.

4. REGULATORY CONFORMANCE

Work shall be in accordance with:

New York State Department of Environmental Conservation (NYSDEC)

United States Corps of Engineers (ACOE)

Westchester Joint Water Works

Westchester Department of Health

Village of Mamaroneck Building Department

THIS INDENTURE made the 19th day of November,
in the year Nineteen Hundred Thirty-Four, _____

BETWEEN, MARION L. STEELE, residing in the Village
of Larchmont, Town of Mamaroneck, County of Westchester
and State of New York, Party of the First Part, and WILLIAM
THEILE, residing on Taylors Lane, Village of Mamaroneck,
Town of Rye, County of Westchester and State of New York,
Party of the Second Part, _____

WITNESSETH, that the said Party of the First Part,
in consideration of Ten (\$10) dollars (and other good and
valuable considerations) lawful money of the United States,
paid by the Party of the Second Part, does hereby grant and
release unto the said Party of the Second Part, his heirs
and assigns forever, _____

ALL that certain plot, piece or parcel of land,
with the buildings and improvements thereon situate,
lying and being in the Town of Rye, County of West-
chester and State of New York, bounded and described
as follows: _____

Beginning at a point in the northwesterly face
of a rough stone wall marking the mean line of high-
water of Van Amringe Mill Pond where the same is
intersected by the dividing line between the premises
being described and land conveyed to Olivia Slade
Roos by Marion L. Steele by a certain deed dated
July 18, 1930 and recorded July 24, 1930 in the
Office of the Register of the County of Westchester
in Liber 3060 of Conveyances at page 433; running
thence from said point or place of beginning along
the aforesaid dividing line south 51 degrees, 40'
00" east 98.62 feet to the outer line of land under
water granted to Theodore Van Amringe by Letters
Patent issued by the People of the State of New York
to the said Theodore Van Amringe dated March 14, 1878;
running thence along said outer line of said land
under water granted as aforesaid, the following
courses and distances: north 31 degrees, 06' 00"
east 24.28 feet; north 55 degrees, 12' 00" east,
442.45 feet to a corner; north 3 degrees, 58' 00"
east, 81.32 feet; to lands now or formerly of John
Ebersson; running thence along lands of John Ebersson,
north 77 degrees, 18' 50" west, 56.83 feet; North
35 degrees, 55' 10" west 76.55 feet to a point in
the said northwesterly face of the rough stone wall
marking the mean line of highwater of Van Amringe
Mill Pond; running thence along the said north-

westerly face of said rough stone wall and the mean line of highwater of said Van Amringe Mill Pond, the following courses and distances: south 51 degrees, 24' 00" west 3.95 feet; south 59 degrees, 03' 00" west 72.60 feet; south 82 degrees 17' 50" west 53.10 feet; south 88 degrees, 54' 00" west 37.42 feet; south 50 degrees 15' 00" west 18.98 feet; south 28 degrees, 40' 10" west 14.25 feet; south 24 degrees, 23' 00" west 7.50 feet; south 14 degrees 55' 40" east 14.80 feet; south 20 degrees 41' 10" west 23.18 feet; south 38 degrees, 01' 10" west 35.07 feet; south 48 degrees 16' 30" west 10.66 feet; south 62 degrees, 15' 00" west 43.30 feet; south 54 degrees, 45' 00" west 19.10 feet; south 44 degrees, 23' 00" west 20.10 feet; south 21 degrees 46' 10" west 44.67 feet; south 16 degrees 44' 30" west 40.15 feet; south 4 degrees 34' 50" east 17.33 feet; south 12 degrees, 25' 20" west 19.05 feet; south 30 degrees, 36' 20" west 19.05 feet; and south 41 degrees, 57' 30" west 53.98 feet to the point or place of beginning.

TOGETHER with a right of way of a width of 10 feet for vehicles and pedestrians from Taylor's Lane on the main land to the westerly sluiceway; thence of the width of the Van Amringe Dam southeasterly along, over and upon the two sluiceways, the said stone bulkhead or dock on which part of the mill stands and the said Van Amringe Dam to the said peninsula, and thence at a width of 10 feet in a practical location along the margin of the Mill Pond of the said peninsula in a northeasterly direction to the premises herein conveyed, as said right of way is shown and designated on the map herein next mentioned.

M.L.S.

TOGETHER with the right to maintain the electric light wires, telephone wires, gas and water pipes substantially as now existing on, through or under Taylor's Lane, the strip of land shown and designated on a map whose title is shown in the following parenthesis: ("Map of the Van Amringe Mill Pond and of adjoining owners in the Town of Rye, N. Y., made by J. A. Kirby & Company, Civil Engineers and Surveyors, May, 1919, and filed in the office of the Register of the County of Westchester), as "Right of way" running from Taylor's Lane to the "Island" located in the Mill Pond as shown on said map; and also on, through or under the said "Island" and also, through and under the plot of land on the "tip" of the peninsula, which said plot of land is shown and designated on a map whose title is shown in the following parenthesis: ("Survey of the easterly end portion of the peninsula, located south of the Van Amringe Mill Pond in the Town of Rye, Westchester Co., N. Y., made by Guy Vroman, C. E., dated November 21, 1929, and filed in the Office of the Register of the County of Westchester.)

TOGETHER with a right of way over the road on the mainland, leading from Van Amringe Mill to Taylor's Land and over Taylor's Lane to the Boston Post Road.

TOGETHER with a right to construct and maintain electric light wires, telephone wires, gas and water pipes on through and/or under; and the right of way for

vehicles and pedestrians in all directions over the following described property called Van Amringe Dam Parcel; BEING the so-called Van Amringe Dam and the land on which it stands together with the land under water along part of the southwesterly face of said dam, and bounded and described as follows:

BEGINNING at a point on the northeasterly side of said Mill Dam where the same is intersected by the south-easterly face of the stone bulkhead or dock, which bulkhead or dock, forms the northwesterly side of the most south-easterly of two sluiceways; thence running along the face of said bulkhead or dock, south 43 degrees, 26' west 9.6 feet; thence still along said face of said bulkhead and along a line in prolongation thereof south 55 degrees 31' west 49.57 feet to the outer line of land under water described in letters patent issued by the People of the State of New York to Theodore Van Amringe, dated March 14, 1878; thence running along said outer line of said land underwater south 45 degrees 3' east 234.57 feet; thence crossing said grant north 27 degrees 54' east 42 feet more or less to the southwesterly side of said dam; thence southeasterly along the southwesterly side of said dam to a point directly opposite to the westerly end of a bank wall which meets said dam on its northerly side at high watermark of the Mill Pond; thence northeasterly across the end of said dam to the northeasterly side of said dam at said westerly end of said bank wall; and thence along said northeasterly side of said dam the following courses and distances; north 47 degrees 3' west 141.09 feet; north 43 degrees 1' 30" west 87.73 feet and north 43 degrees 43' 30" west 16.27 feet to the point or place of beginning. Also over a strip of land of said peninsula between the "Van Amringe Dam Parcel" and the premises described herein.

TOGETHER with all the rights and rights of way reserved by the Party of the First Part in the conveyance by her to Olivia Slade Roos dated July 18th, 1930 and recorded in Liber 3060 of Conveyances, Page 433 in the office of the Register of the County of Westchester, but SUBJECT TO the rights and easements granted therein to said Olivia Slade Roos.

TOGETHER with all the rights and rights of way reserved by the Party of the First Part in her conveyance to John Ebersson and Beatrice Ebersson, his wife, dated December 17, 1929, and recorded in the Office of the Register of the County of Westchester on December 21, 1929, excepting those mentioned in the deed from the Party of the First Part to the Party of the Second Part of even date herewith and intended to be recorded simultaneously with the recording of this instrument, and not herein specifically granted, but SUBJECT to the limitations thereof and all of the agreements and covenants and all of the rights of the grantees in said first mentioned deed.

TOGETHER with the right to maintain the water pipes with necessary replacements substantially as now existing on, through or under the land under the waters of Van Amringe Mill Pond, under or alongside the foot-bridge which extends from the "Island" to the plot of land

on the tip of the "Peninsula" (the reference to the foot-bridge is merely descriptive of the location and its existence is not to be construed as a condition precedent) and the party of the first part hereby consents that the party of the second part and his successors in title may drain the waters of Van Amringe Mill Pond, but only when necessary to repair or replace said water pipes and only for such time as is actually necessary to repair or replace said water pipes, and only on the presentation to the party of the first part or her successors in title of a certificate by a competent engineer or a licensed plumber, that it is necessary to drain the waters of said Mill Pond for the purpose of repairs or replacements; this right and consent shall be binding on all future owners of the "Island" property and shall run with the land. Nothing herein is to be construed as an abrogation by the party of the second part of any other rights to construct and maintain water pipes at other locations herein granted. The certificate or a copy thereof provided for herein may be presented personally to the owner or any one of part owners of the "Island" property or to any tenant or occupant of "Island" property, or to any servant of the owner or of any one of part owners of the "Island" property, or by leaving the same at the house on the "Island" property, and further if personal service of said certificate or a copy thereof is not made on said owner or any one of said part owners, also by mailing the same to the owner or any one of part owners of the "Island" property addressed to the "Island" or to such other address as shall be given in writing to the then owner of the "Peninsula" property. And the said party of the second part covenants for himself, his heirs and assigns, that he will restore the land on the "Island" and on the tip of the "Peninsula" and the said foot bridge or any other foot bridge that may be built to replace said existing foot bridge or any replacements thereof and the sluice gates on the Van Amringe Dam to the same condition as they were before being disturbed in exercise of the rights and consents granted in this paragraph, and this covenant shall be binding on all future owners of the property conveyed hereby.

TOGETHER with the right to construct and maintain electric light wires, telephone wires and gas pipes under the land under the waters of Van Amringe Mill Pond under or alongside the foot-bridge which extends from the "Island" to the plot of land on the tip of the "Peninsula" (the reference to the foot-bridge is merely descriptive of the location and its existence is not to be construed as a condition precedent) at such depth and in such manner as is recommended to the party of the second part or his successors in title by competent engineers as to insure the permanent serviceability of the same, and also to connect said electric light wires, telephone wires and gas pipes when constructed with the electric light wires, telephone wires and gas pipes now existing on the "Island" and on the "Peninsula", and the Party of the first part hereby consents that the party of the second part and his successors in title may drain the waters of Van Amringe Mill Pond, but only when necessary to repair or replace said electric light wires, telephone wires and gas pipes and only for such time as is actually necessary to repair or replace said electric light wires, telephone wires and gas pipes, and only on the presentation to the party of

the first part or her successors in title of a certificate by a competent engineer or a licensed plumber, that it is necessary to drain the waters of said Mill Pond for the purpose of repairs or replacements; this right and consent shall be binding on all future owners of the "Island" property and shall run with the land. Nothing herein is to be construed as an abrogation by the Purchaser of any other rights to construct and maintain electric light wires, telephone wires, gas pipes at other locations herein granted. The certificate or a copy thereof, provided for herein, shall be presented personally to the owner or any one of part owners of the "Island" property, or to any tenant or occupant of "Island" property or to any servant of the owner or of any one of part owners of the "Island" property, or by leaving the same at the house on the "Island" property and further, if personal service of said certificate or a copy thereof is not made on said owner or any one of said part owners, also by mailing the same to the owner or any one of part owners of the "Island" property addressed to the Island or to such other address as shall be given in writing to the then owner of "Peninsula" property. And the said party of the second part covenants for himself, his heirs and assigns, that he will restore the land on the "Island" and on the tip of the "peninsula" and the said foot bridge or any other foot bridge that may be built to replace said existing foot bridge or any replacements thereof and the sluice gates on the Van Amringe Dam to the same condition as they were before being disturbed in exercise of the rights and consents granted in this paragraph, and this covenant shall be binding on all future owners of the property conveyed hereby.

IT IS UNDERSTOOD AND AGREED that the said rights and rights of way are to be used in common with the Party of the First Part and other persons.

IT IS UNDERSTOOD that all of the premises conveyed herein to the Party of the Second Part are subject to the obligations imposed upon him in the following instruments:

Agreement between Augustus Y. Van Amringe with John N. Steele, dated May 29, 1919, and recorded in the office of the Register of the County of Westchester in Liber 2197 of Deeds, Page 344 on the 3rd day of June, 1919.

Deed, Augustus Y. Van Amringe to John N. Steele, dated May 29, 1919, and recorded in the office of the Register of the County of Westchester in Liber 2197 of Deeds, Page 347 on the 3rd day of June, 1919.

The premises are conveyed subject to the followings:

1. Restrictive covenants, easements, agreement, rights and reservations in instruments recorded in Liber 2197 of Deeds at pages 344 and 347, and in Liber 2284 of Deeds at page 244 and in Liber 2993 of Conveyances at page 296 and in Liber 3060 of Conveyances at page 433 in the office of the Register of the County of Westchester.

2. Rights and easements to use and maintain poles and wires upon or across the premises described.

3. Rights of the Federal Government and the State of New York to regulate the use for the purpose of promoting commerce of that portion of the premises described, covered by Letters Patent issued by the People of the State of New York to Theodore Van Amringe, dated March 14, 1878 and recorded in the Register's office of Westchester County in Liber 990 of Deeds at page 75.

4. Rights to fill in, build upon, use or occupy any part of the premises described, covered by Letters Patent mentioned in clause number three above, is subject to the permission and approval of Secretary of War.

5. Easements of right of way to that portion of the premises described which is known as the Mill Dam property, in favor of A. Y. Van Amringe and his successors in the ownership of the property formerly belonging to one Riker and now of one Van Amringe.

6. Easements, public and private to the land lying in the bed of Taylor's Lane from the Boston Post Road to a monument marked "A" on the easterly side of said Lane, at the southwesterly corner of the premises formerly owned by Horace Craighead.

7. Reservations in Letters Patent mentioned in clause number three above.

8. Zoning Ordinances of the Village of Mamaroneck.

SUBJECT to a mortgage in the amount of FORTY THOUSAND and 00/100 (\$40,000.00) DOLLARS made by the party of the second part to the party of the first part to secure part of the purchase price of the premises hereby conveyed and other premises and intended to be recorded simultaneously herewith.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs and assigns forever.

AND the said MARION L. STEELE, party of the first part, does covenant with the said party of the second part as follows:

First:- That MARION L. STEELE, the party of the first part, is seized of the said premises in fee simple and has good right to convey the same. _____

Second:- That the party of the second part shall quietly enjoy the said premises. _____

Third:- That the said premises are free from incumbrances, except as aforesaid. _____

Fourth:- That MARION L. STEELE, the party of the first part, will execute or procure any further necessary assurance of the title to said premises. _____

Fifth:- That MARION L. STEELE, the party of the first part, will forever warrant the title to said premises, except as aforesaid. _____

Sixth:- The party of the first part covenants that if any improvements, repairs or alterations have been commenced and have not been completed at least four months before the recording of this deed, the party of the first part will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of improvement and that she will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written. _____

IN PRESENCE OF:

Marion L. Steele (L.S.)

(L.S.)

STATE OF NEW YORK, —)
COUNTY OF WESTCHESTER,) ss:

LIBER 3410 PAGE 87

✓ On this 9th day of November, in the year Nineteen
Hundred Thirty-Four, before me personally came and appeared

MARION L. STEELE,

to me known and known to me to be the person described in,
and who executed the within instrument, and she acknowledged
to me that she executed the same. _____

Arthur S. Maudlin
Notary Public, Westchester County,
New York.

The foregoing instrument was endorsed for record as follows: The property affected by
this instrument is situate in the TOWN OF RYE, in the
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Nov. 20, 1934 at 3:20 P. M. at request of THE TITLE & MTGE.
CO. OF WEST. CO.
FEE: \$ 7.00 No. 33743. ARTHUR S. MAUDLIN, Register.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3
21 South Platt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3054 | F: (845) 255-4659
www.dec.ny.gov



Department of
Environmental
Conservation

October 24, 2018

Dr. Kamran Tabaddor
700-702 Taylors Lane
Mamaroneck, NY 10543

Re: DEC Application No. 3-5548-00318/00006
Tabaddor Residence
Village of Mamaroneck, Westchester County
Notice of Incomplete Application

Dear Dr. Tabaddor,

The Department received the above-referenced application for a permit pursuant to Articles 25 (Tidal Wetlands) and 15 (Protection of Waters, Excavation and Fill) of the Environmental Conservation Law, as well as a Section 401 Water Quality Certification pursuant to the Federal Clean Water Act, submitted on your behalf by Catizone Engineering on October 9, 2018. The application is for disturbances to DEC-regulated Tidal Wetlands associated with the replacement of the water lines which traverse Mill Pond, known locally as Van Amringe, to serve the properties on Taylors Lane in the Town of Rye/Village of Mamaroneck, Westchester County. The application is incomplete.

The following documents were reviewed:

- Joint Application Form, signed October 8, 2018 by Dr. Kamran Tabaddor;
- Short Environmental Assessment form, signed October 8, 2018 by Dr. Kamran Tabaddor;
- Project Description by Catizone Engineering, PC dated October 9, 2018;
- Liber 3410, Page 80, filed November 19, 1934, regarding indenture of lands and right-of-ways associated with Van Amringe Mill Pond, the "Island", and "peninsula";
- "Topographic Survey of a Portion of Van Amringe Millpond prepared for Kamran Tabaddor", dated September 21, 2018, prepared by H. Stanley Johnson and Company Land Surveyors, PC;
- Plan set entitled "Private Residence 700-702 Taylors Lane", sheets C-1, C-2, and C-3, dated October 8, 2018, prepared by Catizone Engineering PC.

Please submit the following information and documentation for a complete application:

1. **Alternatives Analysis** – The application lacks a robust alternative analysis in the following areas:



Department of
Environmental
Conservation

October 24, 2018

- a. Box K of the Joint Application Form notes that an overland route for the water line via the causeway was determined to be non-feasible. Please elaborate and discuss the reasons for dismissal of this alternative as it is far less impactful to DEC-regulated resources than the proposed underwater route and it appears that the indenture provided includes a right-of-way along the causeway;
 - b. Discuss whether there are alternative methods for anchoring the lines besides concrete blocks. Since the "safety factor" – which results in concrete block spacing no greater than ten feet – is said to prevent re-coiling during installation (not necessarily for buoyancy reasons), discuss whether there are other installation methods which could result in greater spacing, and thus less concrete being placed in the tidal wetlands.
 - c. Discuss whether work can be accomplished without altering the water level in the pond via use of the tide gate. The Department believes this methodology could be favorable for the following reasons:
 - i. Impacts to the pond's benthic surface could be easily avoided (see Item 3 below) by working with the tides;
 - ii. Impacts to valuable high marsh habitat in the northern areas of the pond via deprivation of tidal flushing and flow while the gate is closed would be avoided;
 - iii. The uncertainties regarding the structural stability of the dam (see Item 2 below) and secondary structure north of 700 Taylors Lane as it pertains to the ability to hold back water would no longer be applicable.
2. **Causeway/Dam** – The Van Amringe Mill Pond dam has never been inspected by DEC staff nor is it on the NYS Inventory. In addition, portions of the dam were rebuilt without permits from DEC following Hurricane Sandy. Information is needed on the functionality of the tide gate and whether the dam has the structural stability to preclude the inflow of high tides. In addition, it is not clear how the lower level of the secondary structure, north of 700 Taylors Lane (1 Shore Drive, N/F SEA 146 LLC) will affect water levels in the pond.
3. **Floating Dock** – The Department has concerns that the floating dock (or even row boats if they are utilized) would contact and disturb the benthic surface of the pond if the tide gate of the dam is to be closed during the proposed work, as some areas are very shallow at low tide. Please provide details on how these impacts would be avoided. This should include a discussion of strategic approaches (for example, opening tide gate when working in very shallow areas) as well as the draft depth of the floating dock.
4. **Shoreline Excavation, Restoration** – The plans and narrative are not clear regarding the specifics of restoration of the on-shore excavation areas. The plans appear to show that the rock walls on both sides would be replaced in-place. Please

October 24, 2018

elaborate with discussion, and plans if necessary, regarding how the excavated areas will be restored following installation of the water line.

5. **Property Ownership** – In addition to your property, the proposed project appears to take place on the following properties (per the submitted survey):
- a. Van Amringe Mill Pond (SBL unknown, reportedly owned by Ruediger J. Flik);
 - b. SBL 155.69-1-4 (reportedly owned by United Christian Evangelistic);
 - c. SBL 154.68-1-24 (reportedly owned by Frederick and Jeann Bogart).

Permission of all affected landowners is required or you must demonstrate a deeded easement or right-of-way.

If you wish to demonstrate a deeded easement or right-of-way, please note the indenture provided with the application appears to be for the conveyance of the subject properties and includes language regarding right to maintain water pipes. However, based on the description of the location as “under or alongside the footbridge which extends from the “Island” to the plot of land on the tip of the “Peninsula”, it is not clear that the water line replacement proposed is within the right-of-way described. If you want to assert your right to work on other properties, you must provide copies of the maps referenced in the indenture, “Map of the Van Amringe Mill Pond and of Adjoining owners in the Town of Rye, N.Y.” and “Survey of the easterly end portion of the peninsula, located south of the Van Amringe Mill Pond in the Town of Rye, Westchester Co., N.Y.”, and a copy of the proposed work plans with the described right-of-ways shown.

Alternatively, if you prefer to obtain permission of the current landowners, signatures can be provided using the Joint Application Form. Please append completed additional pages of the Form’s owner information (Page 1 of the form), and provide additional corresponding pages of the Form’s signature section (Page 4 of the form) for the all three affected owners. Other forms of signed permission are acceptable, however they must contain contact information, a description of the project, and an original signature of the owner.

6. **Application Fee** – The application did not include the required tidal wetland application fee. This proposal would be a minor activity per Uniform Procedures Act/Tidal Wetlands Land Use regulations, and you must submit a check or money order in the amount of \$200 payable to the New York State Department of Environmental Conservation (“NYSDEC”). Please note the above-referenced DEC application number on the check. The application fee is not required for a complete application but is required for a final decision.

Your application will remain as incomplete until all required information requested above is received. If you have any questions, please feel free to contact me at (845) 256-3096 or via email at christopher.lang@dec.ny.gov.

Re: DEC Application No. 3-5548-00318/00006
Tabaddor Residence
Notice of Incomplete Application

October 24, 2018

RECEIVED

APR 30 2019
Sincerely,


BUILDING DEPT.

Chris Lang
Division of Environmental Permits

ecc: Pietro Catizone, Catizone Engineering
Angela Schimizzi, DEC Div. of Marine Resources
Syed Alam, NYS Dam Safety Unit
Village of Mamaroneck
Ruediger J. Flik, Owner of the Van Amringe Mill Pond Dam
Peter Steinour, US Army Corps of Engineers
NYS DOS Office of Planning & Development



November 2, 2018

Mr. Chris Lang
Division of Environmental Permits
New York State Department of Environmental Conservation
21 South Putt Corners Road
New Paltz, NY 12561

Re: Water Service Replacement 700-702 Taylors
Village of Mamaroneck/ Town of Rye
DEC Application No. 3-5548-00318/00006

Dear Mr. Lang;

On behalf of our Client, Dr. Kamran Tabaddor, Catizone Engineering, P.C. is pleased to transmit the following:

No.	Copies	Title	Rev.	Date
2		NYSDEC/ ACOE Joint Application	1	11.02.2018
2		DRAFT Consent Letter		11.02.2018
2	C-1	Utility Plan	1	11.02.2018
2	C-2	Profiles and Photos	1	11.02.2018
2	C-3	Details	1	11.02.2018
1		Application Fee of \$200 (Check No. 334)		11.02.2018

This letter is in response to your comment letter dated October 24, 2018 regarding the water service replacement for 700-702 Taylors Lane. The responses contained herein are intended as supplemental or replacement information supporting our permit application. Responses are as follows:

1. Alternatives Analysis

- a. In Box K of our application we noted that an overland route via the causeway was determined to be non-feasible. Our approach to the water service replacement was to first look at conventional water service installation option which could eliminate or lessen the impacts of a water crossing. Accordingly, the installation of the two replacement water services was evaluated and determined to be non-feasible for the following reasons:
 - i. We were not able to obtain construction, inspection or repair information suitable for an evaluation of impacts associated with installation of the replacement water mains within the causeway dam. We were advised that the causeway was damaged during Hurricane Sandy and repaired. Item 2 of your letter confirms that detailed information regarding the dam is not available. Accordingly, we were concerned with the structural stability of the dam embankment. Additionally, we were concerned with the construction cross section. From visual observations we assumed that the embankment was largely constructed of large boulders. We have no way of knowing if the embankment includes concrete grouting of the boulders, a concrete core or other condition which would make excavation difficult and cause a destabilization of the embankment structure.
 - ii. The water services would need to pass above the existing sluice gate, which has limited cover above it and would not have the required cover to prevent freezing. The existing sluice gate could be compromised during construction of the water services. Routing beneath the sluice gate would require excavation over 12 feet deep in an embankment that is only 16 feet wide. This could have the potential risk of weakening the causeway and significantly increase the risk of disturbing the eco

system.

- iii. Construction within the causeway would disrupt access to at least three properties including 700, 702 and 710 Taylors Lane. The 710 Taylors Lane dwelling is attached to the causeway and adjacent to a sharp curve in the roadway.
- b. Alternatives for anchoring the water services were considered. Several contractors suggested placing "quick-crete" concrete bags on the water services as needed. It is our professional opinion that a precast concrete option is most desirable for ease of installation, consistency in water service spacing and minimization of environmental impacts. Accordingly, we searched for an alternative. The proposed pipe ballast is based on a product from Wyevale Concrete Products, LTD as they were the only manufacturer that we could find that produced ballast blocks for small pipe diameters. The standard size of the ballast blocks is 15" long x 8 inches wide x 7" high, which weigh approximately 60 lbs each and accommodate a single 2" diameter pipe. We coordinated with the manufacturer for a modified design for blocks having the dimensions of 7" high x 10" wide x 10" long which weigh approximately 40 lbs each and can accommodate two pipes. The spacing was based achieving a uniform vertical alignment along the bottom. While the spacing can be reduced to 20 feet we must have the flexibility in the field to add additional weighs, as necessary, to avoid coils of pipe extending above the bottom. We are asking for approval of spacing between 10 feet and 20 feet.
- c. Based on your comments and concerns we feel that the proposed work can be accomplished without the altering the water levels. Accordingly, we are no longer proposing altering of the water level. Work will be coordinated with the tide cycles.

2. Causeway /Dam

As stated in response 1c., the project no longer proposes alteration to the water level. Work will be coordinate with the tide cycles.

3. Floating Dock

The floating dock is no longer proposed. The water services will be assembled, with ballast weights, on a cable which will extend from shore to shore, anchored to a small excavator on each side. Once assembled the water services can be lowered into the water and cable removed.

4. Shoreline Excavation, Restoration

With respect to the shoreline, there are stone sea walls constructed on both sides of the project. The project proposes to penetrate the existing seawall (or utilize existing pipe penetration if practical). Connections on the shore sides will be made during low tide to assure that the new water service connection is below the low water level. The land side consist of grassed areas, which will be restored in kind. Excavated areas behind the stone sea walls will be backfilled with granular material or materials similar to the excavated material. Filter fabric will be placed over the granular material before topsoil, seed and straw mulch is applied.

5. Property Ownership

The project will impact three properties as follows:

- a. Van Amringe Mill Pond (SBL unknown, reportedly owned by Ruediger J. Flik);
- b. SBL 155.61-1-4 (reportedly owned by Weissman Constance);
- c. SBL 154.68-1-24 (reportedly owned by Frederick and Jeann Bogart).

The Applicant has received verbal consent from each of the property owners. We have attached letter with DRAFT language for consent, for your review. Once we all agree on the language, we will secure executed consent letters from each of the property owners.

6. Application Fee

The Applicant has provided a check in the amount of \$200 payable to New York State Department of Environmental Conservation (NYSDEC). The DEC Application No. 3-5548-00318/00006 is noted on the check.

We hope that this letter is satisfactory and that your Department can approve this application; however, please call should you have questions or comments.

Sincerely,

Pietro A. Catizone, P.E.
Principal

cc: Mr. Kamran Tabaddor
ACOE
DEP.R3@dec.ny.ny.gov

PAC X:\Projects\2018\18004_700-707 Taylors Lane VMam\Correspondence\Outgoing\Reviewer\NYSDEC\NYSDEC Responses 181102.docx

**TRANSMITTAL**

To: Mr. Chris Lang
Division of Environmental Permits
New York State Department of
Environmental Conservation
21 South Putt Corners Road
New Paltz, NY 12561

Date: 1/18/19

Project No.: 18004

Project: 700-702 Taylors
Village of Mamaroneck/ Town of Rye
Tax ID: 155.69-1-6 and 155.69-1-1

We have enclosed [#] copy(s) of:

☐ B/W Prints ☐ Color Prints ☐ Electronic Files ☐ Reproducible
☐ Specifications ☐ Reports ☐ Correspondents ☒ [Other]

Sent Via:

☐ Messenger ☐ 1st Class Mail ☐ Overnight ☒ [Other]

DESCRIPTION**REV. #****DATE**

Consent Agreement Frederick and Jeanette Bogart	0	11/9/18
Consent Agreement Constance Weissman	0	11/19/18
Consent Agreement Julie A. Flick and Ruediger J. Flick	0	12/21/18

Copy to: Dr. Kamran Tabaddor (electronic copy)

Very truly yours,
Catizone Engineering, P.C.

Connor LeBlanc
Assistant Engineer

Dr. Kamran Tabaddor

700 Taylors Lane, Mamaroneck, NY 10543
kamran@tabaddor.com

Re: Water Service Replacement 700-702 Taylors
Village of Mamaroneck/ Town of Rye
DEC Application No. 3-5548-00318/00006

With respect to the proposed water service replacement for 700-702 Taylors Lane, DEC Application No. 3-5548-00318/00006, I hereby attest that I am the record owner of the property known as 770 Taylors Lane, located within the Village of Mamaroneck and having a tax identification number of 154.68-1-24. I understand that the project will result in temporary disturbance to a portion of my property and in the permanent replacement of up to two water services, in the same general location as the two existing water services for 700-702 Taylors Lane, respectively.

I hereby consent to provide access to my property for the construction of and permanent installation of the proposed water services.

By providing this consent, it is understood that I, the property owner and/or his/her agent(s), shall be held harmless for any and all damages to person or property that may result in relation to this activity."

Name of Property Owner Frederick and Jeannette Bogart

Signature

Fred S Bogart Nov 9, 2018

Date

11/9/18

EASEMENT AGREEMENT

EASEMENT AGREEMENT ("**Easement**") made this 21st day of December, 2018 between **JULIE A. FLIK**, as Trustee Under the **JULIE A. FLIK MAMARONECK TRUST AGREEMENT** and **RUEDIGER J. FLIK**, as Trustee Under the **RUEDIGER J. FLIK MAMARONECK TRUST AGREEMENT**, residing at 835 Taylors Lane, Mamaroneck, New York 10543 (collectively "**Grantor**"), and the **KAMRAN TABADDOR** and **FLORA TABADDOR**, residing at 700 Taylors Lane, Mamaroneck, New York 10543 (collectively "**Tabaddor**"), and **PETER STRINGHAM** and **ALBERTA STRINGHAM**, residing at 707 Taylors Lane, Mamaroneck, New York 10543 (collectively "**Stringham**") (Tabaddor and Stringham are collectively referred to hereinafter as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor represents that it is the owner in fee simple of property, identified on the Town of Rye Tax Map as Sheet 155.61, Block 1, Lot 2, commonly known as 835 Taylors Lane, Mamaroneck, New York ("**Grantor's Property**");

WHEREAS, part of Grantor's Property includes approximately 27.749 acres of the lands under water of the Van Amringe Mill Pond as depicted on a map titled "Boundary and Encroachment Survey, Van Amringe Mill Pond, Rye and Mamaroneck, New York" prepared by Michael W. Finkbeiner, PLS, dated October 28, 2005 and filed with the Westchester County Clerk Division of Land Records on June 2, 2006 as Filed Map No. 27778 (the "**Mill Pond**");

WHEREAS, Tabaddor represents that it is the owner in fee simple of property, identified on the Town of Rye Tax Map as Sheet 155.69, Block 1, Lot 1.1, commonly

known as 700 Taylors Lane, Shadow Island, Mamaroneck, New York 10543
("Tabaddor's Property");

WHEREAS, Stringham represents that it is the owner in fee simple of property identified on the Town of Rye Tax Map as Sheet 155.69, Block 1, Lot 1, commonly known as 702 Taylors Lane, Shadow Island, Mamaroneck, New York 10543 ("Stringham's Property");

WHEREAS, Grantee has requested Grantor grant a permanent easement in and to that portion of the Grantor's Property within the Mill Pond more particularly described in Schedule A (the "Easement Area") and depicted on Schedule B annexed hereto, for the installation, maintenance, repair and replacements of water service utility lines within the Easement Area with Tabaddor and Stringham each having a separate water line which can be placed within a conduit (collectively the "Water Lines"), and Grantor is willing to convey a permanent easement for the installation, maintenance, repair and replacements of the Water Lines upon the terms and conditions set forth herein.

WHEREAS, in consideration for the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby remise, release and forever convey unto Grantee, its successors and assigns, an easement for the maintenance and repair of the Water Lines as follows:

1. That Grantor is seized of the said property in fee simple and has good right to convey the same.
2. That Grantee shall quietly enjoy said easement subject to the following:
 - a. Installation, Maintenance, Repair and Replacements. This non-exclusive easement is granted to Grantee solely for the purpose of the installation,

maintenance, repair and replacement of the Water Lines located within the Easement Area and running relatively perpendicular from Shadow Island to Taylors Lane. Grantee, at Grantee's sole cost and expense, shall be responsible for obtaining and adhering to all appropriate permits and approvals from local, state and federal agencies as well as appropriate utility companies prior to the commencement of any work to install, maintain, repair or replace the Water Lines. The placement, installation, operation and maintenance of the Water Lines shall be undertaken by Grantee in such a manner so as not to interfere with the operation and use by others of the Mill Pond, including, but not limited to, the periodic draining of the Mill Pond.

- b. Exclusive Use. This easement is solely for the benefit of the Tabaddor's Property and Stringham's Property (collectively "Grantee's Properties") and Grantee shall not convey, assign or transfer the easements or the rights of grantee hereunder, it being the intention that the easement and appurtenant beneficial rights conveyed are for the sole and exclusive use of Grantee. As additional consideration for the granting of the easements and rights hereunder by Grantor, Grantee agrees that it shall not permit any additional connection to, or use of all or any portion of the Water Lines, wherever located, by a third party without the express written consent of Grantor, which may be withheld for any or no reason by Grantor in its sole discretion.

- c. Access. Grantee is granted the right and privilege to enter upon the Easement Area at reasonable times, upon no less than five (5) business day's written notice to Grantor except in the event of an emergency, for the installation, maintenance, repair and replacements of the Water Lines. Grantee shall exercise reasonable care and not unreasonably interfere with the use, operation and maintenance of Grantor's premises in the exercise of its rights hereunder.
- d. Emergency Repairs. In the event of an emergency, Grantor shall make commercially reasonable efforts to notify Grantee of such emergency; however, Grantor reserves the right to immediately enter upon the Easement Area and effectuate such emergency repairs as Grantor may reasonably deem necessary. In addition to, and not in limitation of, paragraph (h) hereunder, Grantee agrees to indemnify Grantor against all loss, cost or damage reasonably incurred by Grantor for such emergency repairs and shall reimburse Grantor for all costs incurred within thirty (30) days of Grantee's receipt of demand notice from Grantor.
- e. No Third Parties Benefited. The ownership, use and enjoyment of the Grantor's Property made subject to this easement is, and shall remain, vested in the Grantor.
- f. Restoration of Property. Grantee, in the exercise of its rights, shall cause all Grantor's Property disturbed to be promptly and substantially restored to the same or better condition prior to the exercise of Grantee's rights hereunder at its sole cost and expense.

- g. Insurance. Prior to accessing Grantor's property, except in the event of emergency, Grantee or Grantee's contractor shall obtain and maintain a liability insurance policy with a minimum limit of Two Million Dollars (\$2,000,000.) and a Worker's Compensation and Disability insurance policies in statutory amounts (the "Insurance Policies"). Grantor and Grantor's lender, if any, shall be named as additional insured's on the Insurance Policies, not just as a certificate holder, and Grantee shall provide written proof of coverage to Grantor's reasonable satisfaction through appropriate certificates of insurance prior to accessing Grantor's property.
- h. Indemnification. Grantee shall defend, reimburse, indemnify, hold and save harmless Grantor from and against any and all liability and damages, and from and against any and all suits, claims, and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation, arising out of or based upon any accident, injury or damage in relation to the waterlines, which occurs as a result of the installation or presence of the waterlines as well as any act (including acts of nature and use of the pond by others) or omission of the Grantee or Grantee's employees, agents, licensees, invitees and/or contractors, which shall or may happen in connection with Grantee's exercising of any rights under this Easement Agreement, and from and against any matter or thing growing out of the location, condition, maintenance, repair, alteration, use, occupation or operation of the Water

Line. In case any action or proceeding is brought against Grantor by reason of any such claim, Grantee, upon written notice from Grantor, shall, at Grantee's expense, resist or defend any such action or proceeding by counsel approved by Grantor in writing, which approval Grantor shall not unreasonably withhold.

- i. Joint and Several Liability. Tabaddor and Stringham shall be jointly and severally liable for all obligations of Grantee to Grantor hereunder.
- j. Rights of Grantor. Nothing herein contained shall be construed as a grant of any exclusive easement right to Grantee. Grantor retains the right to grant, renew and extend any rights and privileges to others not parties to this Easement in its sole discretion.
- k. Notice. All notices made in connection with this Easement may be made by certified mail, or by a nationally recognized overnight mail delivery service to the mailing addresses of the parties referenced hereinabove and/or then on file with the Rye Town Tax Assessor for the current owners of the Grantor's Property and/or the Grantee's Properties.
- l. Successors. This Easement is a covenant running with the land and shall be binding upon the parties, and each of their successors, heirs and assigns.
- m. Counterparts. This Easement may be executed in any number of counterparts, which when taken together shall constitute one and the same agreement.

TO HAVE AND TO HOLD such easement unto Grantee, its successors and assigns
forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the
day and date first above mentioned.

GRANTOR:

JULIE A. FLIK MAMARONECK TRUST

By: Julie A. Flik
Name: Julie A. Flik
Title: Trustee

State of ~~New York~~ Connecticut
County of ~~Westchester~~ Fairfield

On the 21st day of December in the year 2018 before me, the undersigned, a
Notary Public in and for said State, personally appeared Julie A. Flik,
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 she executed the same in her capacity, and that by her signature on the instrument,
the individual, or the person upon behalf of which the individual acted, executed the
instrument.

P.A. Scott
NOTARY PUBLIC
STATE OF CONNECTICUT
NO. 143490
1/31/2021

RUEDIGER J. FLIK MAMARONECK TRUST

By: Ruediger J. Flik
Name: Ruediger J. Flik
Title: Trustee

State of ~~New York~~ Connecticut
County of ~~Westchester~~ Fairfield

On the 21st day of December in the year 2018 before me, the undersigned, a
Notary Public in and for said State, personally appeared Ruediger J. Flik,
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 she executed the same in her capacity, and that by her signature on the instrument,
the individual, or the person upon behalf of which the individual acted, executed the
instrument.

P.A. Scott
Notary Public

P.A. SCOTT
NOTARY PUBLIC
STATE OF CONNECTICUT
NO. 143490
COMMISSION EXPIRES 01/31/2021

GRANTEE:

Kamran Tabaddor

State of New York)

ss:

County of Westchester)

On the ____ day of _____ in the year 2018 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Flora Tabaddor

State of New York)

ss:

County of Westchester)

On the ____ day of _____ in the year 2018 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Peter Stringham

State of New York)
 ss:
County of Westchester)

On the _____ day of _____ in the year 2018 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Alberta Stringham

State of New York)
 ss:
County of Westchester)

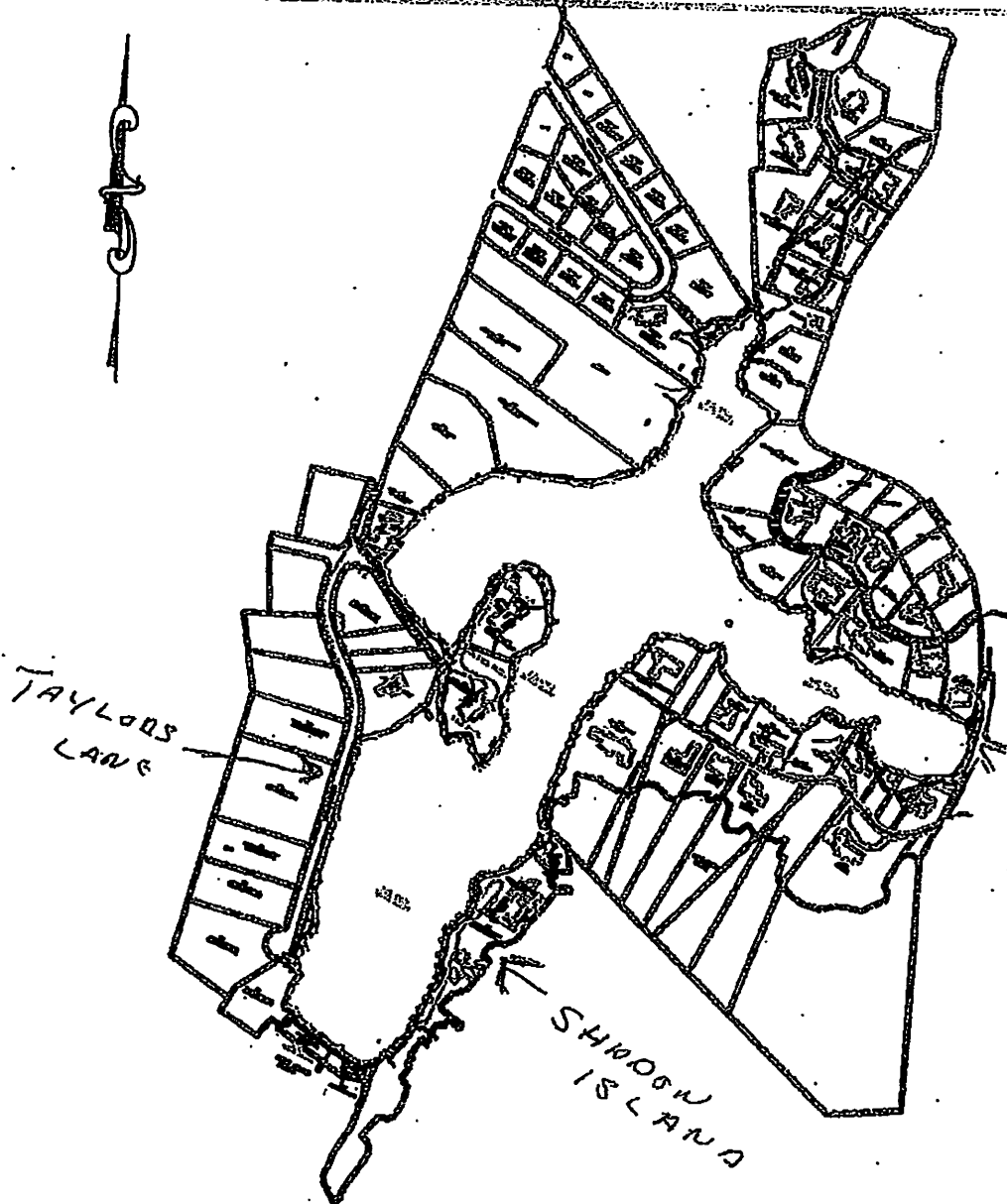
On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Property Affected: 835 Taylors Lane, Mamaroneck, New York 10543
Sheet: 155.61
Block: 1
Lot: 2

RECORD & RETURN TO:
Harfenist Kraut & Perlstein, LLP
2975 Westchester Avenue, Suite 415
Purchase, New York 10577

SCHEDULE A.



1. I, Michael W. Finkbelner, the surveyor who made this map, do hereby certify that the field survey on which this map is based was completed on June 1, 2005 and that this map was completed on June 2, 2005 in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors.
2. 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 Education Law.

Michael W. Finkbelner 500

Scale In Feet

0

500

Michael W. Finkbelner, PLS NY#050352-1
6 OAK ST WEST, GREENWICH CT

LOCUS MAP FOR WWC FILED MAPS 27778 SHEETS 1 TO 5
VAN AMRINGE MILL POND PERIMETER SURVEY
MAMARONECK AND RYE, NY

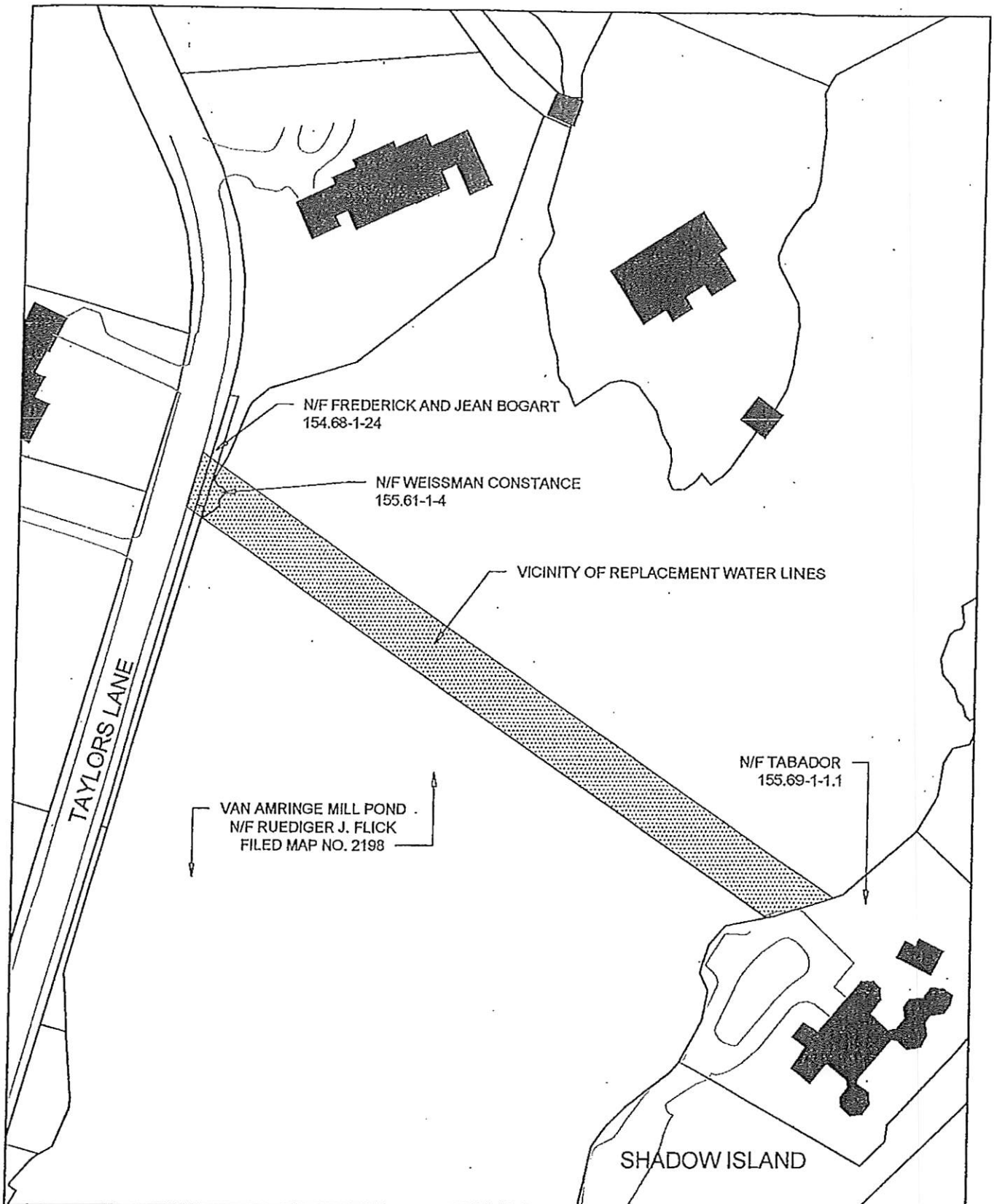
EARTH IMAGE



Date	NOV 30, 2010
Scale	1" = 500 FT
Prepared by	Michael W. Finkbelner, PLS
Field Book #	E01/27
Proj. No.	E1260-L1
File	FLK

L1

SH 1 OF 1



CATIZONE
ENGINEERING, P.C.
Civil Engineering Consultants

One West Avenue, Suite 219, Larchmont, NY 10533
Tel: (914) 269-8350 • www.catizoneengineering.com

DATE: NOVEMBER 30, 2018

SCALE: 1"=100'

JOB NUMBER: 18008

DRAWN BY: WJAM



EXHIBIT
B

TEMPORARY PROPERTY ACCESS LICENSE AGREEMENT

THIS AGREEMENT dated this ___ day of November, 2018 (hereinafter referred to as the "Agreement").

BETWEEN:

Kamran Tabbador, having an address at 700 Taylors Lane, Mamaroneck, New York 10543 (hereinafter referred to as "Licensee").

OF THE FIRST PART

AND:

Constance Weissman, having an address at 805 Taylors Lane, Mamaroneck, New York 10543 (hereinafter referred to as "Licensor").

OF THE SECOND PART

WHEREAS, Licensee is the owner of the real property known as and by 700 Taylors Lane, Mamaroneck, New York ("700 Taylor") described in Exhibit A annexed hereto.

WHEREAS, Licensor is the owner of the real property known as and by 805 Taylors Lane, Mamaroneck, New York ("Property") described in Exhibit B annexed hereto.

WHEREAS, Licensee proposes water service replacement for the benefit of 700 Taylor pursuant to DEC Application No. 3-5548-00318/00006 (the "Project") and as set forth on the plans and drawings attached hereto as Exhibit C ("Plans").

WHEREAS, Licensee requires, and desires to enter into an agreement with Licensor, to access a portion of the Property as shown on the Plans to perform the Project and Licensor has agreed, in order to facilitate the Project, to permit the Licensee to access the Property on certain terms and conditions set forth herein.

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **License.** The Licensor hereby grants the Licensee the non-exclusive limited license to access the Property to facilitate to installation of the water service replacement in strict accordance with the Plans at no cost to Licensor. The Licensee shall be entitled to solely enter the area of the Property shown on the Plans for such purposes, subject to and in accordance with the Licensor's rules and regulations governing such access as may be hereinafter imposed. Licensor shall have no responsibility to prepare the Property for Licensee's entry and use under this Agreement. Licensee shall be solely responsible and liable to Licensor for the conduct of all contractor, subcontractors and consultants entering the property hereunder. This license is strictly limited to and access is granted only to that portion of the property shown on the Plans.

2. **Term.** The term of this Agreement (the "Term"), and the rights granted herein, shall be effective and shall continue on a date or dates to be mutually agreed upon by the parties.

3. **The Plans.** The Project shall be implemented in strict accordance with the Plans. Licensee represents and warrants that he has all necessary approvals and permits from any and all municipalities and/or departments thereof having jurisdiction over the Project.

4. **The Implementation of the Project.** The Project shall be carried out by Licensee in a good and workmanlike manner, in strict adherence to the Plans, in accordance with sound engineering practices and all applicable approvals, permits, codes, laws and other legal requirements. Licensee shall not permit the filing of mechanic's liens in connection with the Project to be filed against the Property and shall promptly remove any such lien of record at its sole cost and expense.

5. **Removal of Equipment and Restoration of Property.** Upon completion of the portion of the Project conducted on the Property or sooner termination of this Agreement, Licensee agrees that it shall remove all of its equipment from the Property and return the Property to its original condition as it existed before the commencement of this License, and shall repair any damage caused to the Property as the result of such removal or any other work performed by the Licensee and/or its servants, agents, employees or contractors in connection with the Project.

6. **Indemnification.** Licensee agrees to defend (with counsel of Licensor's own choosing), indemnify and save harmless Licensor from all claims, demands, suits or expenses because of bodily injury, sickness or disease sustained by any one person including Licensee's employees or its subcontractors or subcontractor's employees in connection with or as a consequence of, arising out of or in connection with the Project. Further this indemnification provision is limited only to the extent of the General Obligations Law of the State of New York in that this provision does not require indemnification for Licensor's own negligence. However, this provision specifically contemplates partial indemnification of a situation where there is a finding of any negligence of Licensor. This indemnification clause specifically contemplates partial indemnification or contractual contribution and it is agreed that Licensor will be fully indemnified to the extent permitted by law for the liability imposed upon them other than that portion attributable to her own negligence. The foregoing covenants of this paragraph 6 shall be deemed continuing covenants for the benefit of Licensor, and shall survive the termination of this Agreement.

7. **Mode of Access.** Before Licensee may enter into the Property pursuant to this Agreement, Licensee shall consult with Licensor, which shall have sole discretion to direct Licensee concerning hours of access, access routes and methods, including setting any special access terms and conditions for heavy equipment, motor vehicles, or machinery used by the authorized persons. The Project shall be conducted in such a manner that so as not to disturb the any other area of the Property.

8. **Non-assignable.** This license is personal to the Licensee. It is not assignable, and any attempt to assign this license will terminate the license.

9. **Environmental Covenants.** Licensee shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any hazardous substance in, upon, under, over or from the Property in violation of any environmental law, shall not permit any hazardous substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted released, deposited or disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any environmental law, shall cause all hazardous substances to properly remove therefrom and properly disposed of in accordance with all applicable environmental laws, and shall comply with all other environmental laws which are applicable to the Property. The Licensee shall indemnify and defend (with counsel of Licensor's own choosing) Licensor against, shall hold Licensor harmless from, and shall reimburse Licensor for any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, including court costs and attorney's fees directly or indirectly incurred by Licensor (prior to trial,

at trial and on appeal) in any action against or involving Licensor resulting from any breach of the foregoing covenants. The foregoing representations, warranties and covenants of this paragraph __ shall be deemed continuing covenants, representations and warranties for the benefit of Licensor, and shall survive the termination of this Agreement.

10. **Notices.** Notices and correspondence relating to this Agreement shall be sent by certified mail, return receipt requested, or by a reliable overnight courier to the addresses set forth above. In addition, a copy of any notice to Licensor shall also be sent by certified mail return receipt requested to Joseph Genzano, General Counsel, Alfred Weissman Real Estate, LLC, 440 Mamaroneck Avenue, Suite 514, Harrison, New York 10528 with email to joseph@awre.net.

11. **Insurance.** Prior to entering onto the Property, upon expiration of insurance required hereunder and throughout the Term of this Agreement and any extensions thereof, in connection with the work under the Project by the Licensee, Licensee shall provide Licensor with evidence in the form of a Certificate of Insurance that Licensor carries builder's risk insurance for the Equipment on a replacement cost basis, which shall have a policy limit of not less than the cost. This insurance shall include the interests of Licensor and Licensee and shall insure against the perils of fire and extended coverage and shall include "Cause of loss, special form" of insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism, and malicious mischief. The policy will include a sub limit for off premises storage materials and transit to the job site and reasonable sublimits for flood and earthquake coverage. Such coverage shall be all risk insurance with sufficient limits to protect the actual replacement value of the work being performed in an amount reasonably approved by Licensor covering the work on the Project together with such other insurance as Licensor may reasonably require. Licensee shall carry, and shall require all contractors performing services in conjunction with the Project, if any, to carry, at a minimum, the following types of coverage: Commercial General Liability written on an occurrence form with a General Aggregate Limit of not less than \$5,000,000. The occurrence limit will not be less than \$5,000,000. It is acceptable for this limit to be achieved by a combination of primary and umbrella policies. Coverage must include personal injury, blanket broad form contractual and medical payments and shall include Completed Operations coverage. Automobile Liability insurance covering all owned, non-owned and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000; Workers Compensation insurance in compliance with the State's statutory requirements and Employers Liability coverage with limits not less than \$1,000,000 for each, accident, each employee and disease; New York State Mandatory Disability benefits with statutory limits as mandated by the State of New York; Professional Liability coverage covering any negligent acts, errors or omissions caused by or arising out of the performance of professional services by such contractor and/or the contractor's consultants in connection with the Project with an aggregate limit of \$5,000,000. The coverage shall be on a claims made basis and shall have a term of five years, commencing no later than the date of execution of the Agreement, with a reporting period of 5 years to report claims under the policy; Umbrella Liability. The minimum amount of Umbrella Liability shall be \$5 million in excess of the Automobile Liability and Employers Liability limits set forth above. If by the terms of the insurance required pursuant hereto (whether purchased by Licensee or its contractor) there is a deductible amount, the party responsible for purchasing such coverage shall be also be responsible for any such deductible. It is further agreed that any such deductible amount shall not, with the exception of deductibles for flood and earthquake, be greater than \$25,000. The Commercial General Liability, Automobile Liability, and Umbrella Liability provided by the contractor shall name the Licensor and any other parties designated by Licensor as additional insureds. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the entry into the Property and not less than upon expiration of any coverage required herein. The Licensee and/or Licensee's contractor shall agree to be solely responsible for monitoring the insurance coverage of all its subcontractors. Licensee's contractor shall institute a tracking system for subcontractors insurance coverages and shall provide to Licensee a detailed listing in a form reasonable satisfactory to Licensee showing amounts of insurance, insurance carriers, endorsements for all required

additional insured parties and coverage expiration dates for all subcontractors working entering on the Property. Licensee and/or Licensee's contractor shall cause any subcontractors to maintain insurance coverage consistent with the contractor's obligations pursuant hereto, or such other amounts and coverage types as Licensor may accept in writing. Licensee's contractor and subcontractors shall provide all such insurance coverage as set forth and subject to the terms and conditions set forth herein. All policies shall be issued by carriers licensed in the State of New York with not less than an "A- VIII" rating by AM Best or equivalent. All policies of insurance procured by Licensee's contractor shall be written as primary policies not contributing with nor in excess of coverages Licensee or Licensor may carry.

12. **No Recording of License Agreement.** The Licensee shall not record this Agreement.


13. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors, permitted assigns and other legal representatives as the case may be.

14. **Acceptance.** This Agreement constitutes the entire agreement between Licensor and Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. This Agreement may not be amended or modified except by a written instrument executed by both parties.

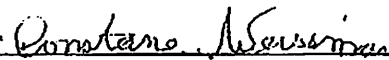
15. **Controlling Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of New York.

16. **Binding Nature of Agreement.** The signatories hereto represent that they have the legal right, power and authority to enter into this Agreement on behalf of the parties and to bind such parties to perform their respective obligations hereunder.

Licensee:

By: 
Name: Kamran Tabbador
Date: _____

Licensor:

By: 
Name: Constance Weissman
Date: 11/19/2018



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
KAMRAN TABADDOR
700 TAYLOR LA
MAMARONECK, NY 10543-4250

Facility:
TABADDOR PROPERTY
700 TAYLORS LN|LI SOUND
MAMARONECK, NY 10543

Facility Location: in RYE in WESTCHESTER COUNTY

Facility Principal Reference Point: NYTM-E: 608.012 NYTM-N: 4533.392
Latitude: 40°56'40.3" Longitude: 73°43'00.4"

Authorized Activity: This permit authorizes disturbance to tidal wetlands (mapped as littoral zone) and placement of 0.93 cubic yards of fill in navigable waters associated with replacement of a water line.

Permit Authorizations

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Permit ID 3-5548-00318/00006

New Permit

Effective Date: 3/12/2019

Expiration Date: 12/31/2021

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 3-5548-00318/00007

New Permit

Effective Date: 3/12/2019

Expiration Date: 12/31/2021

Tidal Wetlands - Under Article 25

Permit ID 3-5548-00318/00008

New Permit

Effective Date: 3/12/2019

Expiration Date: 12/31/2021

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: REBECCA S CRIST, Deputy Regional Permit Administrator
Address: NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY 12561

Authorized Signature: _____

Date 03/12/2019



Distribution List

Angela Schimizzi, DEC Division of Marine Resources
Pietro Catizone, Catizone Engineering
Village of Mamaroneck Supervisor
Village of Mamaroneck HCZMC
Rosita Miranda, US Army Corps of Engineers
Matt Maraglio, NYSDOS Office of Planning & Development

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION; TIDAL WETLANDS

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Catizone Engineering, as cited in Natural Resource Permit Condition 2.
2. **Conformance with Plans - Addenda** In addition to plans referenced in the Condition titled "Conformance with Plans," the activities authorized by this permit must be in strict conformance with the following approved plans and/or submissions made as part of the permit application:
 - a. Drawings prepared by Catizone Engineering, Sheets C-1 and C-2, last revised November 15, 2018, received by DEC December 4, 2018;
 - b. Narrative provided by Catizone Engineering, dated November 2, 2018, received by DEC November 7, 2018.
3. **Notice of Intent to Commence Work** The permittee must notify Angela Schimizzi of the DEC Division of Marine Resources via email (angela.schimizzi@dec.ny.gov) no less than 48 hours prior to the commencement of work.
4. **Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.



5. Install, Maintain Erosion Controls Necessary erosion control measures, i.e., straw bales, silt fencing, etc., are to be placed on the downslope edge of any disturbed area. This sediment barrier is to be put in place before any disturbance of the ground occurs and is to be maintained in good and functional condition until thick vegetative cover is established.

6. Work During Low Tide All in-water work must take place only during periods of low tides.

7. No Construction Debris in Wetland or Adjacent Area Any debris or excess material from construction of this project shall be completely removed from the tidal wetland and/or adjacent area and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

8. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

9. Restore Seawalls and Disturbed Upland Areas All areas of temporary disturbance (seawalls, upland areas) must be restored to their pre-construction condition. All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first. Mulch shall be maintained until suitable vegetative cover is established to the department's satisfaction.

10. No Equipment in Tidal Wetland No heavy equipment shall enter any tidal wetland or be allowed below mean low water during any phases of the construction.

11. Turbidity Control This permit does not authorize installation of turbidity curtains surrounding the entire proposed water line, as the specified installation method would not require such controls. As shown in the approved plans, sandbag barriers must be installed at the seawall connections.

12. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

13. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

14. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and



to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

15. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:



Regional Permit Administrator
NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY12561

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Tidal Wetlands, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.



Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: SEQR Unlisted Action, No Lead Agency, No Significant Impact Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action and the Department of Environmental Conservation has determined that it will not have a significant effect on the environment. Other involved agencies may reach an independent determination of environmental significance for this project.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3
21 South Platt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3054 | F: (845) 255-4659
www.dec.ny.gov



NEW YORK
STATE OF
OPPORTUNITY

Department of
Environmental
Conservation

IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address. For SPDES, Solid Waste and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department's regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.


Chris Lang
Division of Environmental Permits, Region 3
Telephone (845) 256-3096

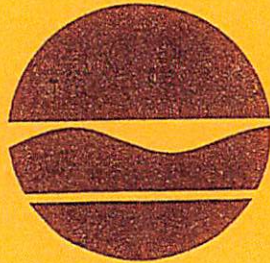
- ☐ Applicable only if checked. Please note all work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- ☐ Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- ☐ Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505; in addition, DEC requests that you provide one electronic copy of the approved SWPPP directly to NYS DEC, 100 Hillside Avenue - Suite 1W, White Plains, NY 10603-2860.

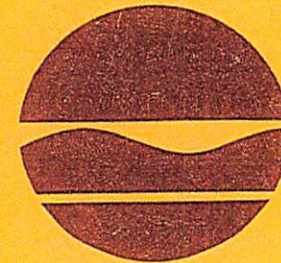


NEW YORK
STATE OF
OPPORTUNITY
Department of
Environmental
Conservation

New York State
Department of Environmental Conservation



NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department conditions on it, contact the DEC at 845/256-3054. Please refer to the permit number shown when contacting the DEC.

Permittee: Kamian Tabaddor Permit No. 3-5548-10318/00006
Effective Date: 3/12/2019 Expiration date: 12/31/2021

☐ Applicable if checked. No instream work allowed between October 1 & April 30

NOTE: This notice is **NOT** a permit.

RECEIVED
APR 3 2019
BUILDING DEPT