

Board of Trustees Agenda

VILLAGE OF MAMARONECK BOARD OF TRUSTEES AGENDA
October 10, 2017 AT 7:30 PM - Regular Meeting - Courtroom At 169 Mt. Pleasant Avenue
NOTICE OF FIRE EXITS AND REQUEST TO TURN OFF ELECTRONIC DEVICES

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OPEN MEETING

COMMUNICATION TO THE BOARD

A. CTB I

1. PUBLIC HEARINGS

- A. Public Hearing on PLL-P - Microbrewery Legislation
- B. Public Hearing on PPL-Q - Clarifying Village Code on Member Clubs and Uses in the MR Zone
- C. Public Hearing on PLL-V 2017 – A Proposed Local Law Amending Chapter 342 Of The Village Code (Zoning) Regarding The Official Zoning Map Of The Village Of Mamaroneck
- D. Public Hearing on PLL S-2017 (formerly PLL K) - Amending Chapter 342-38 of the Village Code (Zoning) To Eliminate Note 4 from the Schedule of Minimum Requirements for Nonresidential Districts
- E. Public Hearing on PLL-T (formerly PLL-M) - Amending Chapter 342-27 of the Village Code (Zoning) To Eliminate Note 12 from the Schedule of Minimum Requirements for Residential Districts
- F. Public Hearing on PLL-U (formerly PLL-N) - Amending Chapter 342-100 of the Village Code (Zoning) Regarding Notice to Adjacent Municipalities

2. AUDIT OF BILLS

- A. Abstract of Audited Vouchers - Manual
- B. Abstract of Audited Vouchers

3. OLD BUSINESS

- A. Resolution Authorization To Execute A Lease Agreement With Larchmont-Mamaroneck Community Television (LMC-TV) To Lease Village Owned Property
- B. Resolution Authorizing Westchester Joint Water Works Local Capital Project (A-1316) Flagler Drive Water Main Replacement/Improvement

4. NEW BUSINESS

- A. Resolution Revising S-Float Fees For The 2018 Boating Season
Resolution Retrofitting Of Multi-Space Parking Meters

- B.
 - C. Resolution Scheduling A Public Hearing On PLL-W 2017 – A Proposed Local Law To Amend Chapter 326 Of The Village Code “Vehicles & Traffic” As It Relates To Parking Regulations In The Spencer Place Parking Lot
 - D. Resolution Authorization To Execute A Renewal Of A Professional Services Agreement To Assist The Village Of Mamaroneck With Affordable Care Act Compliance
 - E. Resolution Authorization to Execute a Retainer Agreement for Outside Counsel as it Relates to a Board of Ethics Matter.
5. COMMUNICATION TO THE BOARD II
- A. CTB II
6. REPORT FROM VILLAGE MANAGER
- A. None
7. REPORT FROM CLERK-TREASURER
- A. None
8. REPORT FROM VILLAGE ATTORNEY
- A. Filing of Local Law 8-2017 with the Secretary of State (Schedule of Minimum Requirements for Nonresidential Districts)
 - B. Filing of Local Law 9-2017 with the Secretary of State (Schedule of Minimum Requirements for Residential Districts)
 - C. Filing of Local Law 10-2017 with the Secretary of State (Notice to Adjacent Municipalities)
9. MINUTES - COMMISSIONS, BOARDS, COMMITTEES
- A. Minutes of the Board of Trustees Work Session and Regular Meeting from September 11, 2017
 - B. Minutes of the Harbor Coastal Zone Management Commission from December 16, 2016, January 18, 2017, February 15, 2017 and March 15, 2017.
 - C. Minutes of the Board of Architectural Review from June 5, 2017, July 5 and 20, 2017.
 - D. Minutes of the Board of Traffic Commission from August 10, 2017 and September 14, 2017.

ADJOURN

ANY HANDICAPPED PERSON NEEDING SPECIAL ASSISTANCE IN ORDER TO ATTEND THE MEETING SHOULD CALL THE VILLAGE MANAGER'S OFFICE AT 914-777-7703

All Board of Trustee Regular, ZBA, Planning Board, and HCZM Meetings are Broadcast Live on LMC-TV:

Verizon FIOS Channels 34, 35 & 36

Cablevision Channels: 75, 76 & 77

And Streamed on the Web: www.lmc-tv.org

Village of Mamaroneck, NY

Item Title: Video

Item Summary: [Click Here to View Video](#)

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: CTB I

Item Summary: CTB I

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Public Hearing on PLL-P - Microbrewery Legislation

Item Summary: Public Hearing on PLL-P - Microbrewery Legislation

Fiscal Impact:

ATTACHMENTS:

Description

Type

Revised PLL-P-2017 scheduling public hearing Sep 11-17 - Microbreweries	Cover Memo
Item 3B	Cover Memo
memo - Planning Board Recommendations on Microbreweries	Cover Memo
Narrative Description of Proposed Action	Cover Memo
Map of areas in the C-1 within 500 feet of the M-1	Cover Memo
EnhancedEAF 9-8-17 Pll-P Version 4	Cover Memo
Narrative 9-8-17 Pll-P Version 4	Cover Memo
seafpartone_microbreweries 9-8-17 Pll-P Version 4	Cover Memo
seafparttwoandthree 9-8-17 Pll-P Version 4	Cover Memo
VOM_CAF 9-8-17 Pll-P Version 4	Cover Memo
EnhancedEAF 9-8-17 Pll-P Version 5	Cover Memo
feafpart1_PLL-P Version 5	Cover Memo
feafpart2_PLL-P Version 5	Cover Memo
feafpart3_PLL-P Version 5	Cover Memo
VOM_CAF PLL-P 9-13-17	Cover Memo
CAF Narrative Pll-P Version 5	Cover Memo
PLL-P Version 5	Cover Memo

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Board of Trustees of the Village of Mamaroneck on the 11th day of September, 2017 at 7:30 p.m., or as soon thereafter as all parties can be heard, at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York, to consider Revised Proposed Local Law P-2017 – to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) to allow microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs.

PLEASE TAKE FURTHER NOTICE that a copy of the Revised Proposed Local Law P-2017 is on file with the Clerk-Treasurer of the Village of Mamaroneck and on the Village of Mamaroneck website.

PLEASE TAKE FURTHER NOTICE that at said public hearing, all persons interested will be given an opportunity to be heard.

BY ORDER OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF MAMARONECK, NEW YORK

Agostino A. Fusco
Clerk-Treasurer

Dated: August 29, 2017

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT YAMUDER
VILLAGE MANAGER

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AUGUST 14, 2017

ITEM 3B – AGENDA REGULAR MEETING

RESOLUTION RE:

**SCHEDULING A PUBLIC HEARING ON PLL P-2017 TO ALLOW
MICROBREWRIES IN THE C-1 ZONING DISTRICT WITHIN 500 FEET OF THE
M-1 ZONING DISTRICT**

RESOLVED, that a Public Hearing on Proposed Local Law P-2017 be and is hereby scheduled for August 14, 2017 at 7:30 p.m. at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York.

BE IT FURTHER RESOLVED, that the Board of Trustees hereby determines this action to amend Chapter 342 to allow microbreweries in the C-1 zoning district within 500 feet of the M-1 Zoning district as a permitted use is an Unlisted Action under SEQRA and there are no other involved agencies.

BE IT FURTHER RESOLVED, that the Board of Trustees refers the Proposed Local Law together with an EAF and CAF to the Harbor and Coastal Zone Management Commission for a recommendation on consistency with the LWRP and to the Village Planning Board and Zoning Board of Appeals for review and recommendation.

BE IT FURTHER RESOLVED, that pursuant to Section 342-99 of the Village Code, notice of the hearing shall be provided by 1. published legal notice in the official newspaper, 2. publication on the Village website, 3. circulation of notice by Village News e-mail notification, and 4. by posting prominently in six (6) conspicuous locations in the Village.

Memo

To: Chair and Members of the Planning Board
Cc: Building Inspector, Greg Cutler, Assistant Planner
From: Bob Galvin, AICP – Village Planner
Date: 4/12/17
Re: Micro-Alcohol Production Establishments

At the direction of the Planning Board and after feedback on proposed recommendations, the Planning Department has provided an expanded report for the Planning Board to review and submit a final report with recommendations to the Board of Trustees. This Planning Department report includes the background, rationale, industry information, current zoning code status, definitions, legislative recommendations and additional conditions for special permits.

Background/Rationale

There has been an increased interest in opening micro-alcohol related establishments within the Village. New York State's Craft New York Act, signed in 2014, reduces alcohol producers' requirements and restrictions in an effort to develop the craft beverage industry within the State. With this funding source and with an increased demand for craft beer, alcohol, and wine, micro-alcohol establishments can serve as catalysts to downtown revitalization, as well as retail and tourism activities. In response to this growing demand for micro-alcohol production businesses, this proposal would amend the Village Code specifically to permit such uses in the commercial districts including the downtown and a small, limited portion of the C-1 within 500' of the M-1 district and allow such uses in addition to larger-scale breweries, distilleries, cideries and wineries in the Village's industrial district. This proposed local law would create definitions for breweries, distilleries, wineries, and micro-alcohol

establishments, amend use regulations to permit micro-alcohol production in commercial zoning districts, and create special regulations for these uses. The proposal is consistent with the Village's Comprehensive Plan, which seeks to strengthen and expand economic opportunity by attracting new businesses.

Traditionally, relatively few communities have defined and regulated low-volume alcohol production facilities as distinct uses in their zoning codes. However, in recent years renewed interest in craft brewing and distilling, as well as small-batch wine production, has prompted a number of communities to update their codes to sanction small-scale producers in a wider range of zoning districts. Now, there are a number of communities across the country that have added definitions, use permissions, and, in some cases, use-specific standards for brewpubs, microbreweries, micro-distilleries, or micro-wineries to their zoning codes. Without clear definitions and use permissions, building officials are forced to make ad hoc use interpretations that can delay or even prevent otherwise desirable development. This regulatory silence creates uncertainty for business owners seeking to make location decisions and secure financing. We have developed this proposal based on the research provided by the Planning Advisory Services Report on *Zoning for Micro-Alcohol Production*, April 2014 and the recently enacted sections of the Port Chester Zoning Code dealing with micro-alcohol production.

General Industry Standards

NYS breweries grew from 95 in 2012 to 320 in 2016. NYS craft beer is currently 4th in the country with an Economic Impact of \$4 Billion dollars. In 2016, NYS was the 5th largest beer producing state behind California, Pennsylvania, Colorado, and Oregon. Craft breweries have a positive economic impact on a community including employment opportunities, sales tax and real estate taxes, tourism, sense of community, cultural impact and sustainable business practices. State-wide, the industry provides over 12,000 jobs, \$554 million in wages, \$450 million in tourism related expenditures, and 3.66 million in brewery visits.

Definitions and clarifications of size and scope of breweries

The following are distinct craft beer industry market segments: brewpubs, microbreweries, regional craft breweries and contract brewing companies.

Nanobreweries are also included below:

Brewpubs - can vary in size and scope of operations. They are a commercial use that may involve on-site production and is defined based upon the size of its brewery system not to exceed 5 barrel production system. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and /or distribute to off-site accounts. The brewpub is commonly covered under a restaurant or brewpub license from the NYS Liquor Authority. The licensing regulations require a restaurant. The applicant may have up to five separate locations, and may produce 5,000 barrels of beer per location, not to exceed 20,000 barrels.

Nanobrewery - a commercial use that involves on-site production and is defined based upon the size of its brewery system. Typically, a nanobrewery produces beer on a 3-barrel brewing system or less, is limited in scale of the activities, small boutique in nature and are typically owned and operated by individuals who have other job responsibilities and devote a fraction of their weekly schedule to brewing beer. Nanobrewery production of alcoholic beverages typically produces no more than 150 barrels of product per year or approximately 1 batch or six half barrels per week. Nanobreweries appear to occupy small spaces typically under 1,000 sf. There are no accepted industry standards for annual production thresholds for nanobreweries.

Microbrewery - a microbrewery is an establishment primarily engaged in the production and distribution of beer, ale, or other malt beverages, and which may include accessory uses such as tours of the microbrewery, retail sales, and/or on-site consumption, e.g., "Tasting Room." This classification allows a microbrewery to sell beer at retail and/or act as wholesaler for beer

of its own production for off-site consumption with appropriate State licenses. Industry definitions limit microbreweries to 15,000 barrels per year of beer, ale, or other malt beverages. This can be determined by the filings of barrelage tax reports to the New York State Tax & Finance Department. The 15,000 barrels per year is a common threshold, which corresponds to the American Brewer's Association's defined limit for a microbrewery.

Industrial/Regional - Breweries producing over 15,000 barrels per year should be placed in a separate, more industrial/manufacturing zoned area considering the amount of off premise wholesale sales requiring a comprehensive program addressing loading and pick-up/delivery trucking schedules. Captain Lawrence in Elmsford is an example of a regional brewery.

Contract Brewing Company - a business that hires another brewery to produce its beer. It can also be a brewery that hires another brewery to produce additional beer. The contract brewing company handles marketing, sales and distribution of its beer, while generally leaving the brewing and packaging to its producer-brewery (which, confusingly, is also sometimes referred to as a contract brewery). Contract brewing can be used to augment the production levels in an individual microbrewery.

Deliveries/Production Capacity

Based on presentations made by Alan and Jason Daniels of Half Time at the Planning Board meeting of 3/22/17 and staff review, it is estimated that truck deliveries and pick-ups for nanobreweries and microbreweries are only 1 to 3 trucks per week. These will be made in vans. Staff did mention that some municipalities provide that deliveries can only be made during normal business hours and specify the hours in their special permit conditions. This condition is meant to restrict late night or early morning pick-ups and deliveries. Additional information provided by the Village of Port Chester indicated that distribution typically use trucks identical to trucks used for beer delivery to local bars, restaurants and supermarkets.

Current Status in Village Code

Industrial Area (M-1)

Within the Village of Mamaroneck, breweries and other alcohol production facilities have been considered as manufacturing or other processing facilities and allowed as “Permitted Uses” in the M-1 district under 342-32 A. (1) (a). There are no special permits required for these uses.

Downtown (C-2)

The only other district where such uses have been allowed is the C-2 zone under 342-31 Central Commercial Districts A. (1) (e). This provision includes: “*Light manufacturing, assembling, converting or other processing subject to 342-47*”. The Code requires that goods so produced are to be sold at retail, exclusively on the premises and this use is subject to a special permit. Section 342-47 ***Manufacturing in commercial districts*** permits such activities only in an area fully concealed from any street or neighboring residential zone. Furthermore, such activities shall not exceed 20% of the area devoted to retail sales.

The Good Shepherd Distillery (a micro-distillery) is located in a building with floor area under 1,000 sf on Stanley Avenue in the C-2 District. This was approved under section 342-47 with a special permit from the ZBA. The only commercial district that this applies to is the C-2 downtown district.

General Commercial (C-1)

C-1 does not have light manufacturing as a permitted use and cannot avail itself of section 342 47. Therefore, the C-1 district does not currently allow micro-breweries and other micro-alcohol production facilities including brewpubs.

Summary

Micro-breweries and micro-distilleries currently are allowed in the C-2 district with a special permit subject to limitations of 342-47 and in the M-1 zone as a permitted use under manufacturing not requiring a special permit. Brewpubs are more similar to restaurants but with an accessory manufacturing component which would require a special permit as a restaurant and allow the manufacturing under 342-47 in the C-2 district.

Recommendations - zoning amendment that would add new definitions, use permissions, and use standards for craft breweries, wineries, cideries, distilleries and brewpubs in response to increased demand and changes in state law.

- Provide definitions for brewery, distillery, brewpub, and other micro-alcohol production facilities and tasting rooms
- Since a nanobrewery does not have a specific industry standard or regulatory license regarding production volumes, we have used the size of the production system to limit impacts. Definitions for microbrewery and other micro-alcohol establishments use production volume thresholds as determined by annual filings of barrelage tax reports to the New York State Tax & Finance Department.
- In the C-2 district, these types of micro-alcohol manufacturing are already permitted by special permit but are not defined and provide no conditions. We propose to define these uses, provide conditions and allow for 70% for the manufacturing area in line with Port Chester and current industry and legislative trends. On the other hand, a brewpub, which has more in common with a restaurant than a factory, would be allowed 30% for the brewing space since it functions as an accessory use to the restaurant operation. The Planning Board would be the agency to review and approve special permits. This is compatible with the goals of the Comprehensive Plan to encourage downtown economic activity and increase activity in the manufacturing district.
- In the C-1 district, no manufacturing is allowed. We propose (similar to Port Chester) not to extend these establishments into general commercial districts at this time. However, we propose to permit such micro-production establishments in the C-1 zone in locations that are within 500 feet of the M-1 zone. This will restrict any impact on residential neighborhoods. (see attached map)

- Add parking requirement for tasting rooms similar to Port Chester: 1 per 4 permanent seats or 1 space for each 100 square feet devoted to patron use, whichever is greater.
- We are proposing to include micro-alcohol establishment legislation for the M-1 zone. Such uses are already allowed and will serve as a marketing tool to encourage the location of such facilities in the industrial area. There are several companies that we are currently working with as part of Industrial Area Strategic Plan.

Suggested Legislation Recommendations

Article II: The Code of the Village of Mamaroneck, Chapter 342, "Zoning," Article II "Terms Defined" Definitions," is hereby amended by the addition of the following new terms:

BREW PUB – A business use or establishment which is primarily engaged in the sale and service of food for on-premises consumption and that also brews beer for on-site consumption and can sell beer to go in accordance the New York State Alcohol Beverage Control Law and any applicable New York State Liquor Authority regulations. The area used for brewing, bottling or kegging shall not exceed 30 percent of the total gross floor area of the commercial space.

BREWERY – An establishment which is primarily used for the manufacture of beer with annual production that exceeds 15,000 barrels per year. May sell beer for on-site consumption or for off-site distribution in accordance with the Alcohol Beverage Control Law and any applicable New York State Liquor Authority regulations. May contain one or more accessory tasting rooms.

CIDERY – An establishment defined by New York State Alcohol Beverage Control Law that includes any place or premises wherein cider is manufactured for sale with annual production that exceeds 10,000 gallons per year. May sell cider for on-site consumption or for off-site distribution in accordance with the New York State Beverage Control Law and any applicable New York Liquor Authority regulations.

DISTILLERY – An establishment which is primarily used for the manufacture of alcoholic spirits with annual production that exceeds 10,000 gallons per year. May sell spirits for on-site consumption or for off-site distribution in accordance with the New York State Alcohol Beverage Control Law and any applicable New York State Liquor Authority regulations. May contain one or more accessory tasting rooms.

MICROBREWERY – An establishment which is primarily used for the manufacture of craft beer with annual production limited to 15,000 barrels per year as determined by the filings of barrelage tax reports to the New York State Tax & Finance Department. May sell beer for on-site consumption or for off-site distribution in accordance with the New York State Alcohol Beverage Control Law and any applicable New York State Liquor Authority regulations. May contain an accessory tasting room.

MICROCIDERY – An establishment defined by New York State Alcohol Beverage Control Law that includes any place or premises wherein cider is manufactured for sale with annual production limited to 10,000 gallons per year as determined by the filings of barrelage tax reports to the New York State Tax & Finance Department. May sell cider for on-site consumption or for off-site distribution in accordance with the New York State Beverage Control Law and any applicable New York Liquor Authority regulations.

MICRODISTILLERY – An establishment which is primarily used for the manufacture of craft alcoholic spirits with annual production limited to 10,000 gallons per year as determined by the filings of barrelage tax reports to the New York State Tax & Finance Department. May sell spirits for on-site consumption or for off-site distribution in accordance with the New York State Beverage Control Law and any applicable New York State Liquor Authority regulations.

MICROWINERY - An establishment which is primarily used for the manufacture of vinous beverages with annual production limited to 2,000 cases per year as determined by the filings of barrelage tax reports to the New York State Tax & Finance Department. May sell wine for on-site consumption or for off-site distribution in accordance with the New York State Beverage Control Law and any applicable New York Liquor Authority regulations.

NANOBREWERY – An establishment which is primarily used for the manufacture of craft beer and is defined based on the size of its brewing system which will be limited to a three barrel production system or less. May sell beer for on-site consumption or for off-site distribution in accordance with the New York State Beverage Control Law and any applicable New York State Liquor Authority regulations.

TASTING ROOM – An establishment or portion of a manufacturing establishment that allows customers to taste samples of beer, alcoholic spirits, or vinous beverages. A tasting room may include the sale of such products in addition to related items, marketing events, special events, entertainment, and/or food sales.

WINERY – An establishment which is primarily used for the manufacture of vinous beverages with annual production that exceeds 2,000 cases per year. May sell wine for on-site consumption or for off-site distribution in accordance with the New York State

Beverage Control Law and any applicable New York Liquor Authority regulations. May contain one or more accessory tasting rooms.

Article VIII: The Code of the Village of Mamaroneck, Chapter 342, "Zoning" Section 342-56, is hereby amended as follows:

A. Schedule of off-street parking space requirements. Off-street parking spaces shall be provided as follows

Uses	Number of Spaces Required
<u>Restaurant, brewpub</u>	<u>1 for each 3 seats, plus 1 for each 2 employees</u>
<u>Tasting Room</u>	<u>1 for each 4 permanent seats or 1 per 100 square feet of floor area devoted to patron use, whichever is greater.</u>

Article VI: The Code of the Village of Mamaroneck, Chapter 342-30 General Commercial Districts Is hereby amended as follows:

A. Permitted Principal Uses:

(1) The following are the only principal uses permitted in the C-1 General Commercial Districts:

Add:

Microbrewery, microdistillery, microcidery, microwinery, nanobrewery or brewpub are permitted by special permit of the Planning Board in accordance with the standards and procedures of Article X and shall conform to the following conditions and any additional requirements made in connection with such approval.

- (1) Allowable only within 500 feet of a M-1 Manufacturing District.
- (2) No more than 70% of the total gross floor area of the microbrewery, microcidery, microdistillery, microwinery or nanobrewery shall be used for the brewing, distilling, cidery or winemaking function except for a brewpub where only 30% of the total gross floor area shall be used for the brewing, bottling or kegging function.
- (3) Any microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub shall obtain the appropriate manufacturing, wholesale, retail, marketing and/or other

permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy.

- (4) Due to appearance and public health concerns, outdoor storage is prohibited, unless expressly allowed as part of an approved site plan.
- (5) The manufacturing and bottling process shall not produce adverse odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a significant disturbance off-site and such activities shall be carried on in an area fully concealed from any street or neighboring residential zone.
- (6) The Planning Board may modify off-street parking requirements, if required, based on applicant's information regarding the parking impacts of the proposed special permit.

B. Permitted accessory uses. The following accessory uses are permitted in C-1 General Commercial Districts only in conjunction with a permitted principal use:

Add: (3) Tasting room accessory to microbrewery, microdistillery, microcidery, microwinery or nanobrewery

Article VI: The Code of the Village of Mamaroneck, Chapter 342-31 Central Commercial Districts is hereby amended as follows:

A. Permitted Principal Uses:

(1) The following are the only principal uses permitted in the C-2 Central Commercial Districts:

(a) Uses permitted in C-1 Districts, as permitted therein

Note that Microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub are permitted by reference under (a) in C-2 District.

B. Permitted accessory uses. The following accessory uses are permitted in C-2 Central Commercial Districts only in conjunction with a permitted principal use:

Add: (3) Tasting room accessory to microbrewery, microdistillery, microcidery, microwinery or nanobrewery.

Article VI: The Code of the Village of Mamaroneck, Chapter 342-32 Manufacturing Districts is hereby amended as follows:

The following are the only principal uses permitted in M-1 Manufacturing Districts:

A. Permitted Principal Uses:

Add: (j) Brewery, cidery, distillery, winery, microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub.

Any brewery, cidery, distillery, winery, microbrewery, microcidery, nanobrewery, microwinery, brewpub and/or associated tasting room shall obtain the appropriate manufacturing, wholesale, retail, marketing and/or other permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy. This provision is included in each definition of the use. **These uses are not subject to special permit under Article X in the M-1 zone.**

B. Permitted accessory uses. The following accessory uses are permitted in M-1 Manufacturing Districts only in conjunction with a permitted principal use:

Add: (5) Tasting room accessory to brewery, cidery, distillery, winery, microbrewery, microcidery, microdistillery, microwinery or nanobrewery and catering establishment, or other food and drinking establishment accessory to brewery, distillery or winery in accord with applicable New York State regulations and licenses.

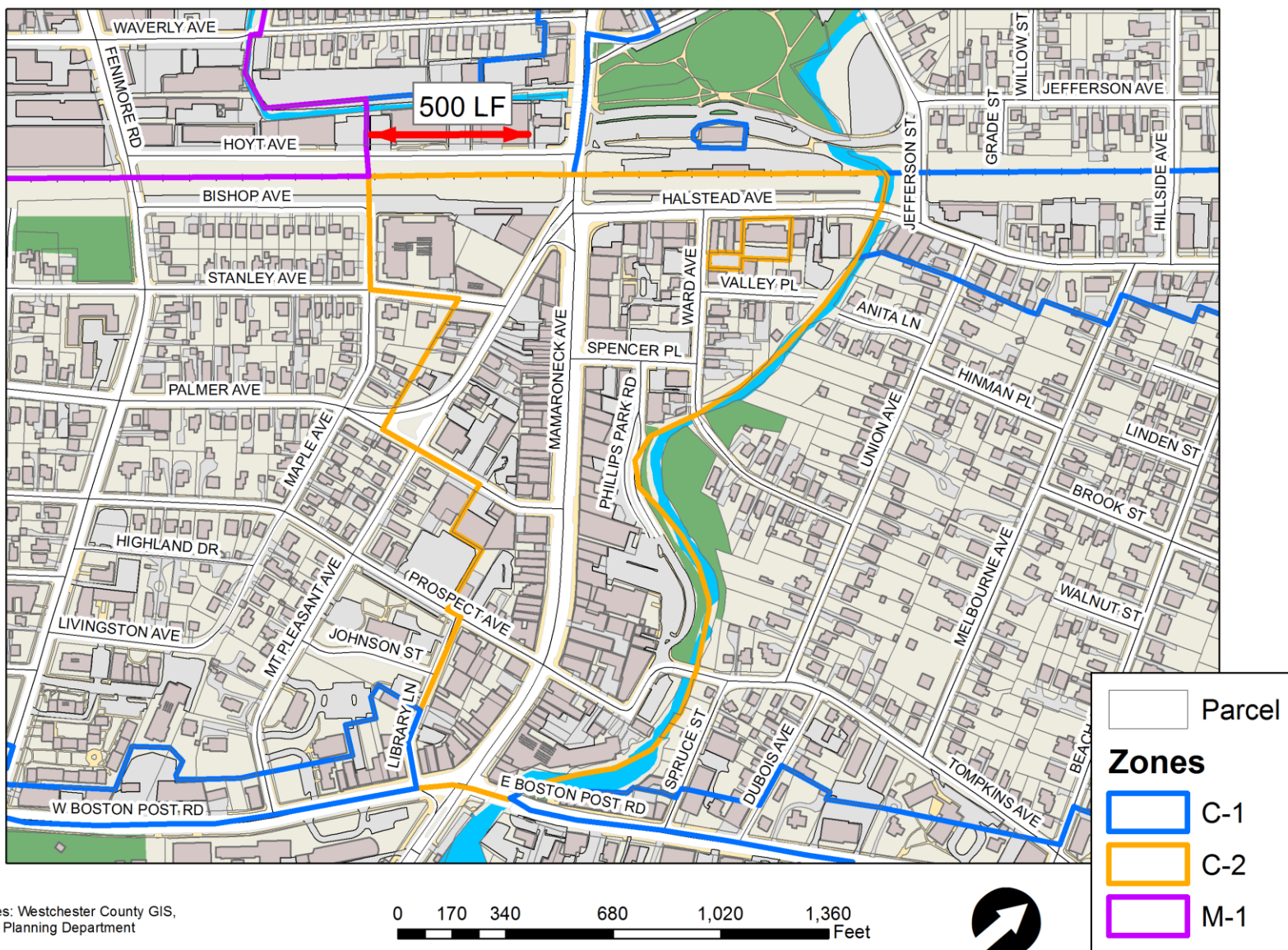
Narrative Description of Proposed Action

The proposed action is a local law (PLL-P-2017) amending the Code of the Village of Mamaroneck to allow microbreweries, brewpubs and other micro-alcohol production facilities in a small limited section of the C-1 zone along Hoyt Avenue within 500 feet of an M-1 zone and anywhere within the C-2 (downtown) zone. These uses will be subject to site specific requirements for these uses as well as general special permit requirements provided for in Chapter 342-71. The law creates definitions for establishments involved in the production of alcohol including distinctions between micro, nano, and full-scale production facilities. Lastly, the law amends the off-street parking schedule by adding requirements for a brewpub that match the existing requirements for restaurants and by adding new requirements for tasting rooms at 1 space for every 4 seats or 1 per 100 sf, whichever is greater.

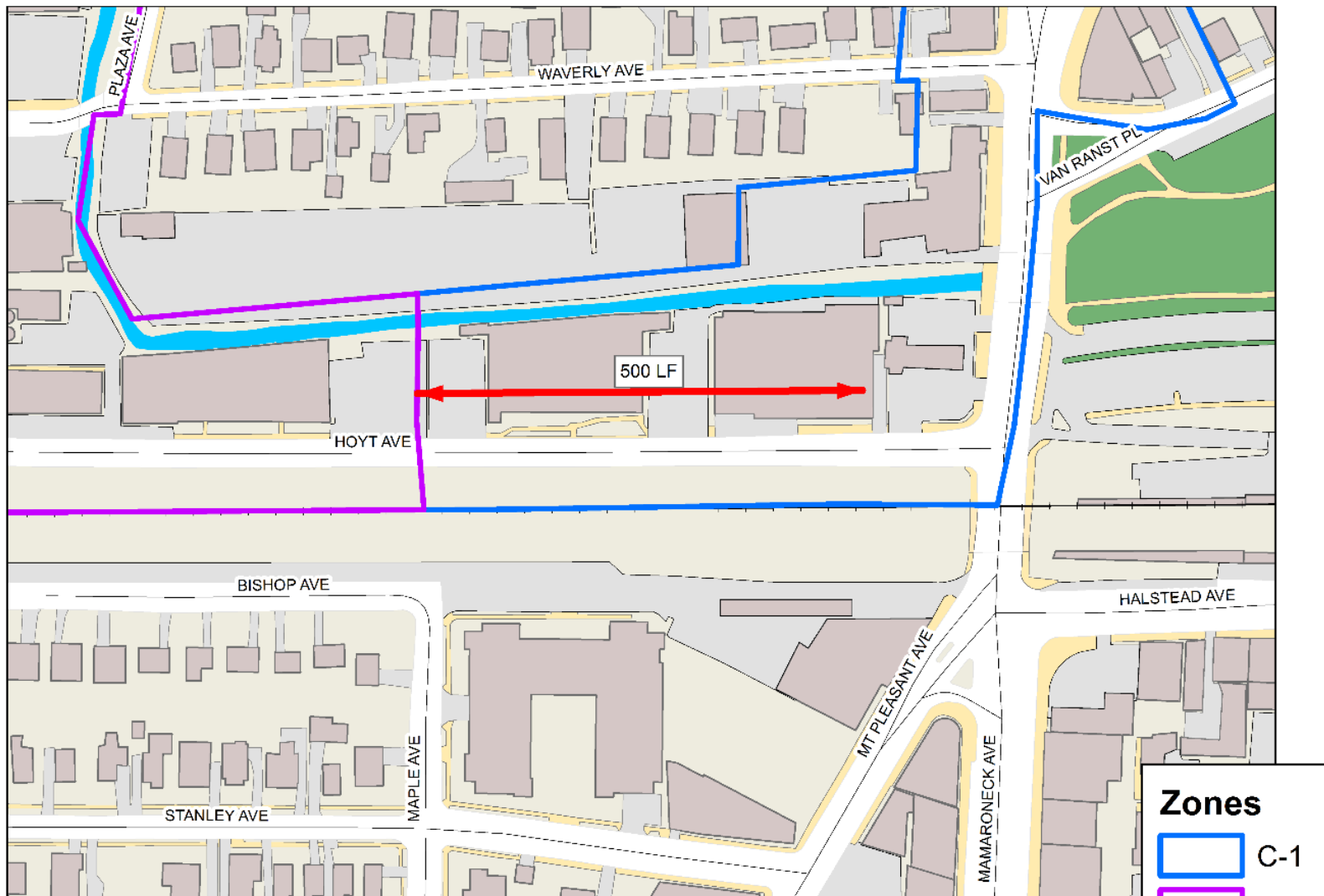
The law is a result of the efforts of the Planning Board in reviewing the viability of microbrewery uses in the Village of Mamaroneck. The Planning Department's review indicates that the proposed legislation is consistent with the Village's Comprehensive Plan, which seeks to strengthen and expand economic opportunity by attracting new businesses in the downtown area. The introduction of these new businesses will encourage retail and tourism activities similar to what is being seen in New York State.

The special conditions outlined in the law are aimed at mitigating potential quality of life and environmental impacts. These include the prohibition of outdoor storage unless expressly allowed as part of an approved site plan, and the requirement that the manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone, and shall not produce adverse odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a significant disturbance off-site.

In addition the micro-alcohol uses will be subject to a special permit from the Planning Board that have specific criteria that are aimed at ameliorating potential environmental impacts as outlined in Chapter 342-71. As part of the special permit, any site specific issues would be reviewed by the Planning Board in relation to both the special permit and the required SEQRA review. These include hours of operations, adequate parking, traffic, orderly and appropriate development, and impacts on historic buildings. Furthermore the special permit and site-specific SEQRA review will allow the Planning Board authority to mitigate impacts on noise, odor, and light impacts.



500 Feet from M-1



Sources: Westchester County GIS,
Planning Department

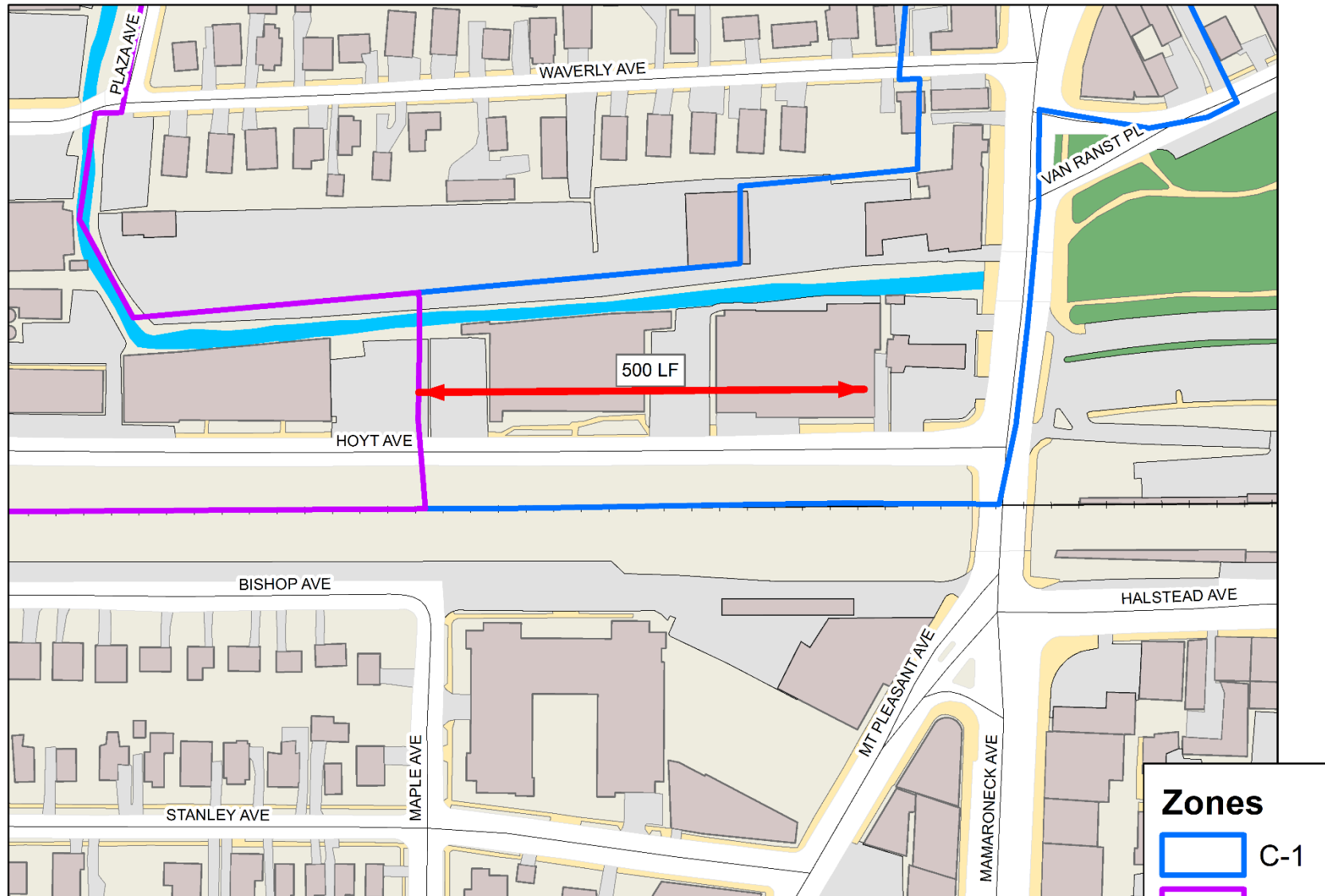
0 62.5 125 250 375 500
Feet



Zones

- C-1
- M-1

500 Feet from M-1



Sources: Westchester County GIS,
Planning Department

0 62.5 125 250 375 500
Feet





Enhanced Environmental Assessment Form Part 3

Micro-Alcohol Establishments- Proposed Local Law P, 2017 (Version 4)

Introduction

The proposed action is a local law (PLL-P-2017) amending the Code of the Village of Mamaroneck to allow microbreweries, brewpubs and other micro-alcohol production facilities in a limited section of the C-1 zone along Hoyt Avenue within 500 feet of an M-1 zone and nanobreweries and brewpubs anywhere within the downtown C-2 zone. These uses will be subject to site-specific requirements outlined in the proposed law as well as general special permit requirements provided for in Chapter 342-71. The law creates definitions for establishments involved in the production of alcohol including distinctions between micro, nano, and full-scale production facilities. Lastly, the law amends the off-street parking schedule by adding requirements for a brewpub that match the existing requirements for restaurants and by adding new requirements for tasting rooms at 1 space for every 4 seats or 1 per 75 sf, whichever is greater.

Analysis of Use and Dimensional Changes per Zone

C-2: Central Commercial

The C-2 zone presently permits manufacturing uses through a special permit by the Zoning Board of Appeals. The manufacturing must be limited to 20% of the area devoted to retail sales and be concealed from residential areas. The proposed law would create new definitions for alcohol production facilities and permit nano-scale alcohol production facilities in the C-2 district through a special permit by the Planning Board. It would also change the percentage of area devoted to manufacturing from 20% to 70%. This was added to the proposed language after a review of other municipal codes highlighted in a Planning Advisory Service (PAS) report on microbreweries. The PAS report indicates that many codes nationwide allow between 65%-75% of the interior space be used for manufacturing, while some codes

remain entirely silent on the interior space allocations.¹ The Planning Department also met with the Village of Port Chester Planning Department who indicated that they utilized the 70% figure based on their discussions with the industry sources and a review of industry materials. From an environmental impact perspective the larger the allocation of space is for manufacturing within a specific building, the smaller the impact will be on traffic and parking generation as the ratio of trips per square foot is much higher for retail components than for manufacturing components.

Another improvement from the existing code is the requirement that “the manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a disturbance off-site.” This strengthens the requirements and mitigates any potential negative environmental impacts related to micro-alcohol establishments when compared to the present code, which only requires that activities be carried on in an area fully concealed from any street or residential zone.

Lastly, as the downtown area is already built-out, full-scale new construction is not expected, and thus any micro-alcohol related use would likely utilize existing buildings. Currently 30% of all dedicated ground-floor retail space in the downtown is vacant. Experiential uses such as micro-alcohol production facilities may help reduce the vacancy rate in the face of retail decline. The adaptive reuse of buildings is an essential tool in sustainable development as it requires far fewer extractive resources to renovate an existing building than to completely demolish a building and construct a new building.

C-1: General Commercial

The C-1 zone does not presently allow manufacturing. The proposed law would allow micro-alcohol production facilities within 500 feet of the M-1 zone, which presently allows the manufacturing of alcohol. Three properties in the C-1 zone along Hoyt Avenue would be affected by the text change. These properties include 139 Hoyt Ave (Half Time), 135 Hoyt Ave (Hutter Auction House), and 115 Hoyt Ave (Bullseye Glass & Petrescu Automotive Repair). The three properties were zoned M-1 until 2014 when they were rezoned to C-1 to accommodate the existing uses and restrict the potential expansion of heavy manufacturing uses, such as the abutting plastics facility. The review of impacts as described in the C-2 central commercial district section above remain the same for the C-1 general commercial zone.

¹ Zoning for Micro-Alcohol Production. American Planning Association: Planning Advisory Service, 2014.

C-2 Zoning Comparison Existing Use and Proposed Use

Existing:	Proposed:
<p>1) Manufacturing in Commercial Districts (342-47)</p> <p>Permitted manufacturing activities shall be carried on in an area fully concealed from any street or neighboring residential zone, and such areas shall not exceed 20% of the area devoted to retail sales. Motive power shall be electric and, except in connection with newspaper printing, shall not exceed 10 horsepower. No more than five persons may be engaged at any one time in such manufacturing or processing.</p> <p>2) Restaurants and Bars by Special Permit</p>	<p>Only nanobreweries and brewpubs.</p> <p>By Reference to C-1 Permitted Uses 342-30</p> <p>(r) Microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs, subject to the approval procedure set forth in Article X and in conformance with any additional requirements imposed in connection with that approval, and further provided that</p> <p>[1] the premises are located along Hoyt Avenue and within 500 feet of the M-1 Manufacturing District;</p> <p>[2] not more than 70 percent of the total gross floor area of the microbrewery, microcidery, microdistillery, microwinery or nanobrewery may be used for the brewing, distilling, cidery or winemaking function except for a brewpub where not more than 30 percent of the total gross floor area may be used for the brewing, bottling or kegging function;</p> <p>[3] the maximum annual production on the premises shall be limited to 3,000 barrels for a microbrewery; 2,000 gallons for a microcidery or microdistillery; 500 cases for a microwinery; and 1,000 barrels for a nanobrewery or brewpub;</p> <p>[4] the microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub has obtained the appropriate manufacturing, wholesale, retail, marketing and/or other permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy;</p> <p>[5] there is no outdoor storage; and</p> <p>[6] the manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a disturbance off-site.</p>

C-1 Zoning Comparison Existing Use and Proposed Use

Existing:	Proposed:
<p>1) Micro-alcohol production Not Permitted</p> <p>2) Restaurants and Bars by Special Permit</p>	<p>342-30(A)(1) (r) Microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs, subject to the approval procedure set forth in Article X and in conformance with any additional requirements imposed in connection with that approval, and further provided that</p> <p>[1] the premises are located along Hoyt Avenue and within 500 feet of the M-1 Manufacturing District;</p> <p>[2] not more than 70 percent of the total gross floor area of the microbrewery, microcidery, microdistillery, microwinery or nanobrewery may be used for the brewing, distilling, cidery or winemaking function except for a brewpub where not more than 30 percent of the total gross floor area may be used for the brewing, bottling or kegging function;</p> <p>[3] the maximum annual production on the premises shall be limited to 3,000 barrels for a microbrewery; 2,000 gallons for a microcidery or microdistillery; 500 cases for a microwinery; and 1,000 barrels for a nanobrewery or brewpub;</p> <p>[4] the microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub has obtained the appropriate manufacturing, wholesale, retail, marketing and/or other permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy;</p> <p>[5] there is no outdoor storage; and</p> <p>[6] the manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a disturbance off-site.</p>

Analysis of Traffic Generation

The Institute of Traffic Engineers publishes trip generation reports for many different types of land uses. Unfortunately the report does not include micro-alcohol uses. In the absence of specific trip generation data from the ITE, the Planning Department reviewed other resources to better understand the potential trip generation of micro-alcohol uses. By our estimation the closest comparable uses listed in the ITE report are restaurant uses. Furthermore, in our review we were able to find a single study of a microbrewery's trip generation from Sandy Springs, GA in suburban Atlanta. The findings of the aforementioned study and the ITE report are shown in the table below:

PM Peak Trip Generation per 1000 sf by Facility Type

Facility	Total trips/1000 sf PM Peak	Transit-Reduced Rates (20% reduction)
Quality Restaurant	7.49	5.9
High-turnover Restaurant	9.85	7.9
Drinking Place	11.34	9.1
Microbrewery	4.8 ²	3.8

Aside from microbrewery all other trip generations are based on the ITE Trip Generation 9th Edition.

The findings indicate that microbreweries tend to have limited trip generation when compared to restaurants and drinking places. Furthermore the sampling location (suburban Atlanta) of the microbrewery is decidedly low density and transit-deficient indicating that similar facilities in higher density transit-rich locations may yield fewer automobile trips. Alternatively both areas affected by the proposed law are located in the denser mixed-use downtown core within a quarter-mile of the Metro

² Doyle, Julie. "Trip Generation for Entertainment Land Uses." *Street Smarts*, 1998.
<https://www.yumpu.com/en/document/view/27283097/trip-generation-for-entertainment-land-uses-institute-of->

North station. Research suggests that context and built environment attributes such as density, mixed land uses, design, and distance to public transit have a significant impact on mode choice and automobile use. The ITE manual recommends reducing rates by 20% when a facility is located within a quarter-mile of a transit station (reduced rates are shown in the table above.³) It should also be noted that restaurants and bars are currently permitted by special permit in both C-1 and C-2 zones. Therefore even a conservative estimate utilizing the “high-turnover restaurant” or “drinking place” trip generation rates for micro-alcohol facilities would yield no net increase in traffic generation from existing permitted uses.

In addition, the target market of craft microbreweries is primarily millennials, or those who are between 21 and 35 years old. Millennials account for the majority of weekly craft beer drinkers at 57%, compared to Generation X at 24%, and Baby Boomers at 17%.⁴ This statistic is important as millennials have different transportation patterns than their predecessors. In general, millennials prefer a multi-modal lifestyle instead of an auto-centric lifestyle.⁵ Since the primary market for microbreweries is millennials who prefer to use public transit, we may see a lessened impact in terms of traffic generation. It is also expected that a good portion of visitors will be tourists and will travel to Mamaroneck via the Metro North railroad and not by vehicle.

The traffic impacts are minimal when comparing the additional expected traffic generation to the existing traffic counts for the areas affected by the proposed use changes. For example, according to a December 2016 Washingtonville Neighborhood Traffic Study, Hoyt Avenue experiences a total of 787 vehicles per hour during the PM peak. Utilizing the conservative rate for a “high-turnover restaurant” would result in 39 additional vehicle trips if one 5,000 sf micro-alcohol facility were to open on vacant land; equating to a 5% increase in traffic generation during the PM peak. Moreover if the microbrewery were to utilize a space that was formerly a different use that had equivalent traffic generation rates then there would be no net increase in traffic generation. Since the three properties along Hoyt are fully built-out it is expected that the increase in traffic would be less than 5%. The same statistical increases

³ Clifton, Kelly, Kristina Currans, and Christopher Muhs. "Contextual Influences on Trip Generation." August 2012. Accessed July 5, 2017. doi:10.15760/trec.119.

⁴ Herz, Julia. "Today's Craft Beer Lovers: Millennials, Women and Hispanics." Brewers Association. August 15, 2016. Accessed July 05, 2017. <https://www.brewersassociation.org/communicating-craft/understanding-todays-craft-beer-lovers-millennials-women-hispanics/>.

⁵ "Millennials & Mobility: Understanding the Millennial Mindset." 2013. Accessed July 5, 2017. <http://www.apta.com/resources/reportsandpublications/Documents/APTA-Millennials-and-Mobility.pdf>.

of 5% seen for micro-alcohol facilities may occur under the existing permitted uses if one similarly sized high-turnover restaurant were to open on Hoyt Avenue. It should be noted that according to the Washingtonville Traffic Study Hoyt Avenue has additional capacity due its exceptionally large width.

Similarly for Mamaroneck Avenue between the Metro North train station and the Boston Post Road, one to two 5,000 sf micro-alcohol facilities utilizing the same conservative trip generation rates would result in 39-78 additional trips (both AM and PM), assuming new construction on vacant land. This equates to an overall increase of .3%-.6% when compared to the New York State Department of Transportation Average Daily Traffic of 12,376 vehicles for Mamaroneck Avenue in 2015. In the more likely scenario that the microbreweries will be replacing an existing use there may be a smaller increase or no net increase in traffic generation. Since the downtown is fully built-out it is expected that the traffic generation for one microbrewery would be less than .3% and for two microbreweries would be less than .6%. The same statistical increases of .3%-.6% seen for micro-alcohol facilities may occur under the existing permitted uses if one or two high-turnover restaurants were to open in the downtown. For the reasons outlined above the proposed law is not expected to have a significant adverse environmental impact in terms of traffic.

Expected Traffic Generation

Location	Number of Micro-Alcohol Facilities	Traffic Increase*	Percentage Increase*
Hoyt Avenue	1 @ 5,000 sf	39 – “High Turnover Restaurant”**	5%
		19 – “Microbrewery”	2.5%
Mamaroneck Avenue	1-2 @ 5,000 sf each	39-78 – “High Turnover Restaurant”**	.3%-.6%
		19-38 – “Microbrewery”	.15%- .3%

*Traffic increases assume new construction on vacant land, the actually increases are expected to be lower.

****Restaurants are permitted under the existing zoning in both C-1 and C-2 zones, therefore there is no expected net increase, and a likely decrease in traffic generation from existing permitted uses.**

Off-street parking requirements

The proposed local law proposes that brewpubs follow the same off-street parking requirement as restaurants, which is 1 space for every 3 seats plus 1 space for every 2 employees. Since brewpubs are essentially restaurants with ancillary beer production, the expected parking generation is comparable. Other micro-alcohol uses would be subject (depending on their components) to the parking requirements for manufacturing, warehousing, and retail; plus the proposed parking requirements for a tasting room. The parking requirements are outlined in the table below:

Off-street Parking Requirements

Use	Requirement
Manufacturing & Warehousing (Existing)	1 space per 750 sf
Retail (Existing)	1 space for per 350 sf up to 3,500 sf; 1 space per 200 sf of the next 3,500 sf 1 space per 100 sf in excess of 7,000 sf
Tasting Room (Proposed)	1 space per 4 permanent seats or 1 per 75 sf of floor area devoted to patron use
Restaurant, Brewpub (Existing for restaurant, brewpub is proposed)	1 space for each 3 seats plus 1 space for each 2 employees

Analysis of Distribution-Related Traffic

The Village of Mamaroneck Planning Department established an estimated truck delivery chart based upon industry research related to microbreweries.

Estimated Weekly Truck Deliveries by Level of Production

Annual Barrel Production	Average Weekly Production (in barrels)	# of half kegs produced	# of half kegs for delivery (40%-60%)	Estimated Weekly Truck Deliveries *
1,000	19	38	15-23	<1
2,000	38	76	30-46	1
3,000	57	114	46-68	1-2
4,000	77	154	62-92	1-2
5,000	96	192	77-115	2-3
6,000	115	230	92-138	2-4

10,000	192	384	153-230	4-5
15,000	288	576	230-345	5-8

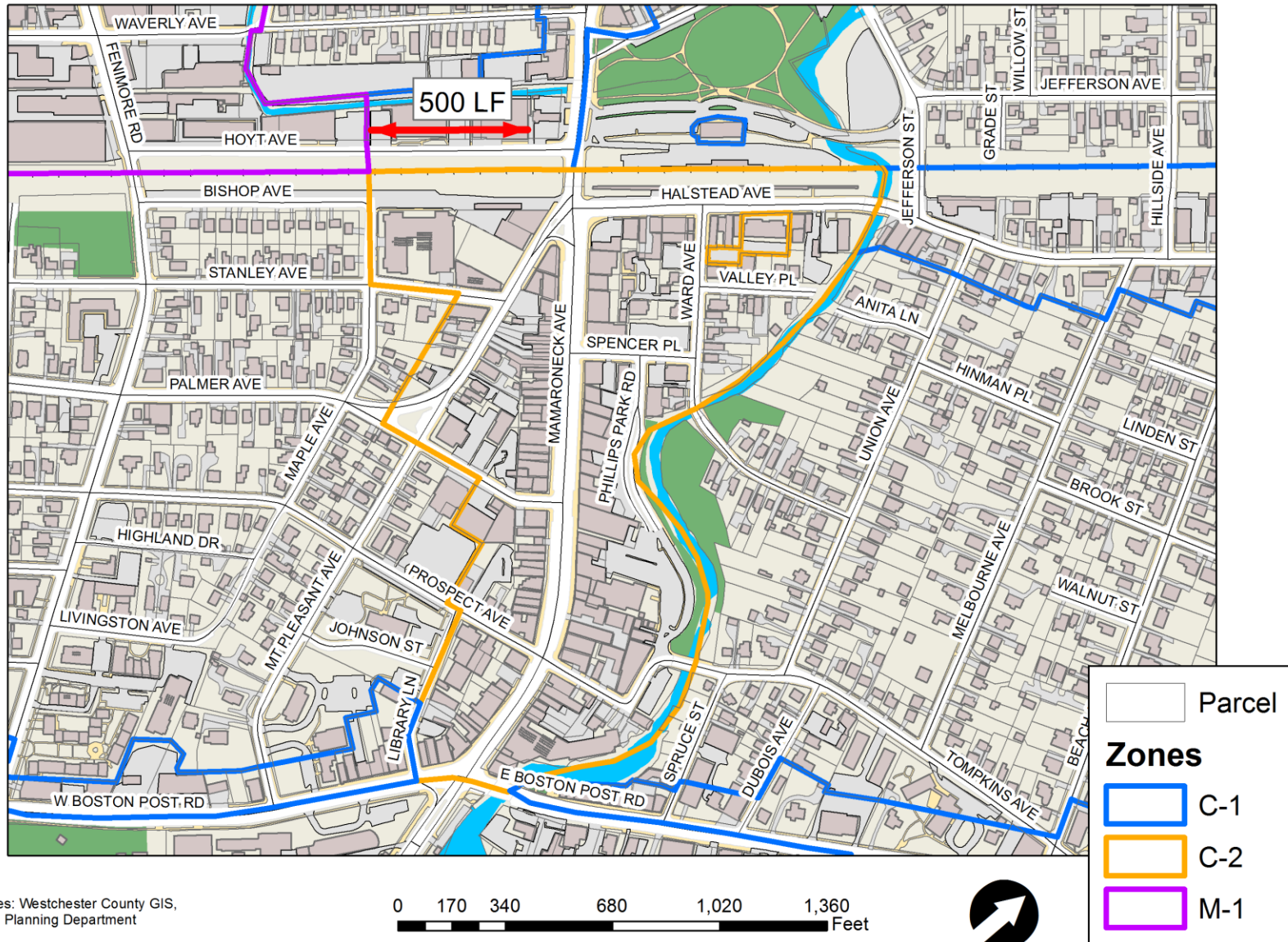
*26 ft. box truck load capacity is 7,400 lb. = 46 half kegs at 161 lb each

It should be noted that the percentage of product that is distributed off-site is dependent on how established the brewery is. Those breweries that are just starting out tend to do more consumption on-site and slowly ramp-up distribution over time. The Planning Department did not conduct a review of the equivalent impact in terms of distribution of other non-beer related alcohol facilities however the impacts are expected to be similar. It is not expected that the distribution-related traffic will result in any significant adverse environmental impact, particularly when assessed in conjunction with the anticipated limited traffic generation of other micro-alcohol facility components.

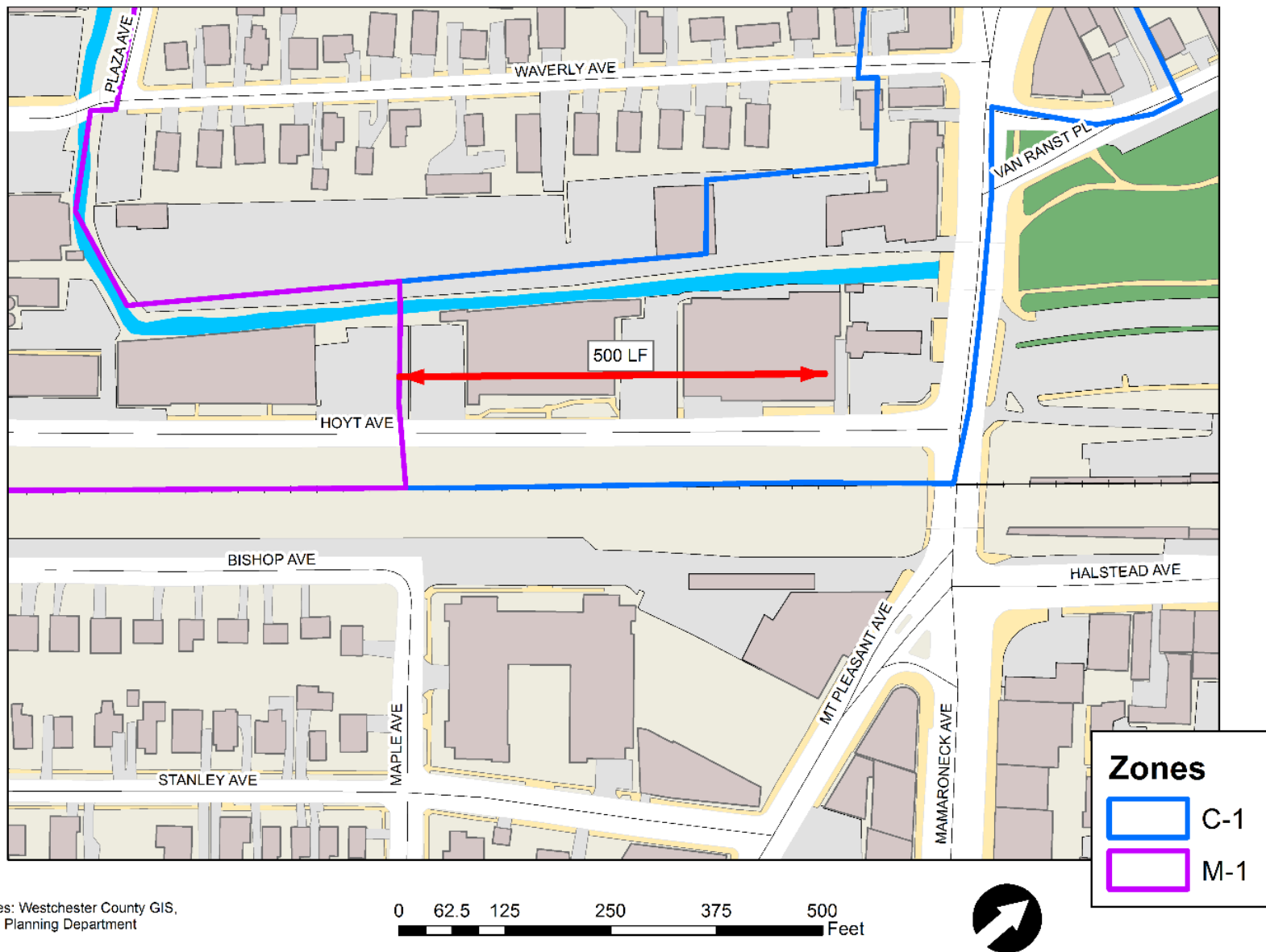
Flooding

As stated earlier the majority of the downtown and all of the properties in the C-1 that fall within 500 feet of an M-1 district are fully built-out. It is unlikely that any full-scale redevelopment will occur with the express intent of hosting a micro-alcohol facility, and therefore there is no expected change from existing conditions in terms of impervious surfaces and storm water. In the case where redevelopment is necessary, the applicant would be required to meet the Village's stormwater management and erosion and sediment control code (Chapter 294), which will require the applicant to improve stormwater and water quality conditions in comparison to existing conditions. Therefore the proposed local law is not expected to have a significant adverse environmental impact in terms of flooding.

C-2 Zone & C-1 Zone within 500 lf of M-1 Zone



500 Feet from M-1



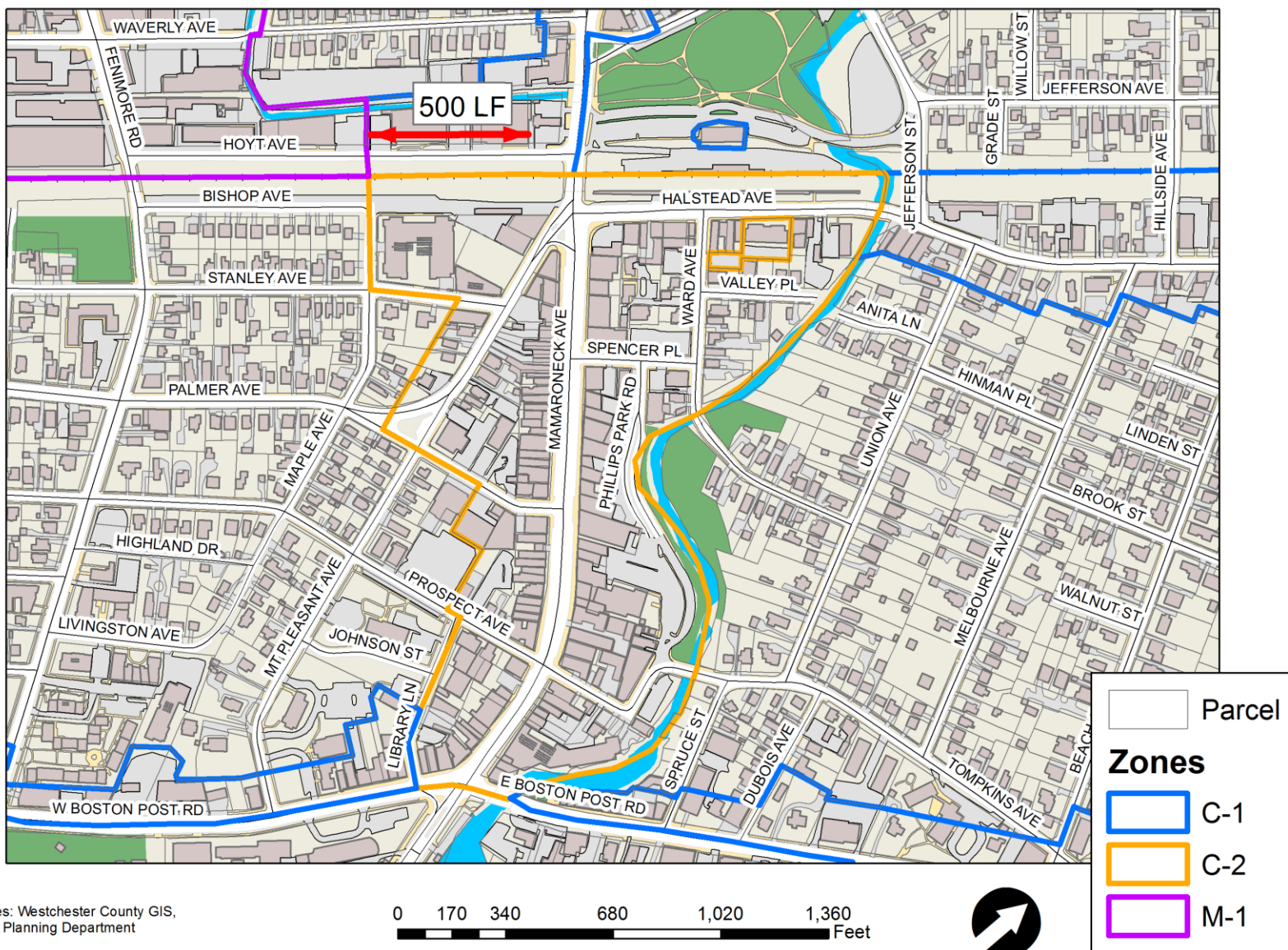
Narrative Description of Proposed Action

The proposed action is a local law (PLL-P-2017) amending the Code of the Village of Mamaroneck to allow microbreweries, brewpubs and other micro-alcohol production facilities in a small limited section of the C-1 zone along Hoyt Avenue within 500 feet of an M-1 zone and anywhere within the C-2 (downtown) zone. These uses will be subject to site-specific requirements including general special permit requirements provided for in Chapter 342-71. The law creates definitions for establishments involved in the production of alcohol including distinctions between micro and nano production facilities. Lastly, the law amends the off-street parking schedule by adding requirements for a brewpub that match the existing requirements for restaurants and by adding new requirements for tasting rooms at 1 space for every 4 seats or 1 per 100 sf, whichever is greater.

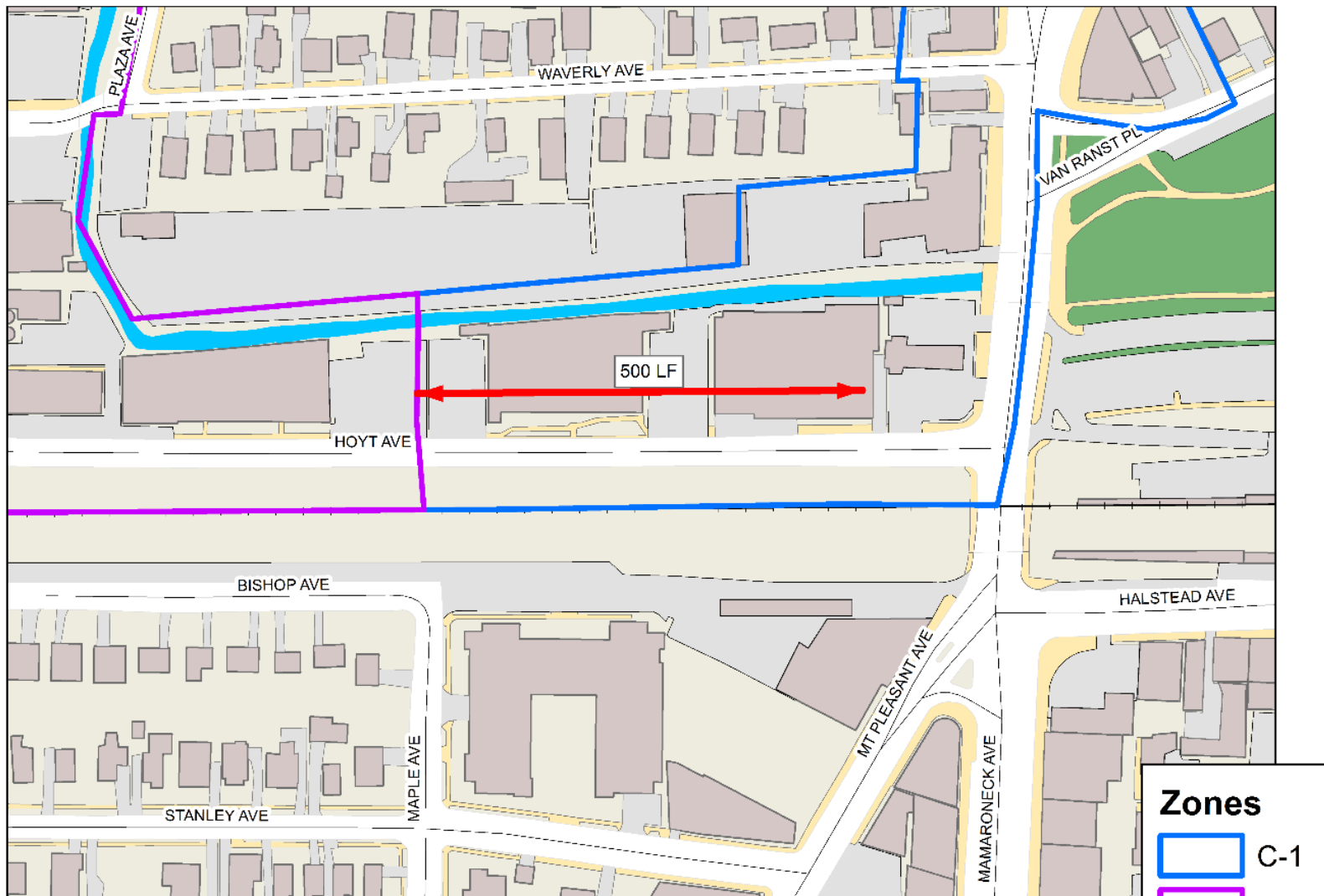
The law is a result of the efforts of the Planning Board in reviewing the viability of microbrewery uses in the Village of Mamaroneck. The Planning Department's review indicates that the proposed legislation is consistent with the Village's Comprehensive Plan, which seeks to strengthen and expand economic opportunity by attracting new businesses in the downtown area. The introduction of these new businesses will encourage retail and tourism activities similar to what is being seen in New York State.

The special conditions outlined in the law are aimed at mitigating potential quality of life and environmental impacts. These include the prohibition of outdoor storage, and the requirement that the manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone, and shall not produce adverse odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a significant disturbance off-site.

In addition the micro-alcohol uses will be subject to a special permit from the Planning Board that have specific criteria that are aimed at ameliorating potential environmental impacts as outlined in Chapter 342-71. As part of the special permit, any site specific issues would be reviewed by the Planning Board in relation to both the special permit and the required SEQRA review. These include hours of operations, adequate parking, traffic, orderly and appropriate development, and impacts on historic buildings. Furthermore the special permit and site-specific SEQRA review will allow the Planning Board authority to mitigate impacts on noise, odor, and light impacts.



500 Feet from M-1



Sources: Westchester County GIS,
Planning Department

0 62.5 125 250 375 500
Feet



Zones

- C-1
- M-1

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

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

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	NO	YES	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input 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	
16. Is the project site located in the 100 year flood plain?	NO	YES	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, 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 _____ _____	NO	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
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
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
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

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?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
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?		
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?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

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)

**VILLAGE OF MAMARONECK
HARBOR & COASTAL ZONE MANAGEMENT
COMMISSION APPLICATION**

HCZM meets on the third Wednesday of the month, 7:30PM, Village Hall Courtroom, 169 Mt. Pleasant Ave.

**Local Waterfront Revitalization Program
Coastal Assessment Form**

I. INSTRUCTIONS (please print or type all answers)

For Type I and unlisted actions, the Harbor and Coastal Zone Management Commission shall determine whether the actions are consistent, to the maximum extent practicable, with the policies of the Village of Mamaroneck Local Waterfront Revitalization Program.

For Type II actions, the lead agency shall determine whether the actions are consistent, to the maximum extent practicable, with the policies of the Village of Mamaroneck Local Waterfront Revitalization Program.

For direct agency actions, the agency shall complete, and for approval of an action, the agency shall cause the applicant to complete, a coastal assessment form (CAF). The CAF shall be completed prior to the agency's determination of the environmental significance pursuant to the State Environmental Quality Review Act.

Where any question on the CAF is answered "yes", a brief and precise description of the nature and extent of the action shall be provided on the CAF, and a copy of the CAF shall be forwarded to the Harbor and Coastal Zone Management Commission.

Please classify/determine if your application is Type I, Type II or Unlisted under SEQRA.

- ☐ **Type I:** An action which is likely to have a significant adverse impact on the environment.
- ☐ **Type II:** An action which will not have a significant adverse impact on the environment.
- ☒ **Unlisted:** An action which does not exceed the thresholds for Type I.

For further information, please see <http://www.dec.state.ny.us/website/dcs/seqr>.

II. 15 copies of the application and supporting documents should be submitted to the Building Dept. for review by the Bldg. Inspector to place on the HCZM Agenda and must comply with the Notification Law. Applications will not be reviewed unless all relevant materials are submitted.

- ☒ Short Environmental Assessment Form (for Unlisted actions only)
- ☐ Full Environmental Assessment Form (if Type I action)
- ☐ Construction drawing plans certified and signed by an architect or engineer licensed by the State of New York
- ☐ Topographical survey by a licensed land surveyor dated within one year

w/FEMA lines

- ☐ Completed Building Permit Application
- ☐ Elevation Certificate showing compliance with FEMA by a licensed architect or engineer licensed by the State of New York.
- ☐ Soil Erosion Mitigation Plan - See Building Department for details
- ☐ Storm Water Management Plan - See Building Department for details
- ☐ If Perimeter permit is required, proof of compliance with LL 4-2006 Section 1 (F)
- ☐ Coastal Assessment Form

III. Has this property come before this commission or a former Harbor & Coastal Zone Management Commission in the past 3 years? If so, when? No

IV. **It is the applicant's obligation to determine whether permitting is required** by any state/federal agencies including but not limited to the Department of State Dept. of Environmental Conservation, NY State Army Corp of Engineers or Federal Consistency Review.

II. DESCRIPTION OF PROPOSED ACTION

A. Type of Action – is action a direct agency action (an action planned and proposed for implementation by the Village of Mamaroneck) or does it involve the application for an approval or permit to be granted by a Village agency? Check one:

1. Direct Agency Action ☒
2. Application for an Approval ☐

If this is an Application for an Approval or Permit, identify which board or commission has the permit authority? [Click here to enter text.](#)

B. Describe nature and extent of proposed activity:

The proposed action is a local law (PLL-P-2017) amending Sections 342-3, 342-56, 342-30(A), 342-30(B), and 342-31(B) of the Code of the Village of Mamaroneck. The law amends the principal uses in the C-1 zone along Hoyt Avenue within 500 feet of an M-1 zone to allow microbreweries, microdistilleries, microwineries, nanobreweries, and brewpubs subject to the requirements outlined in 342-30(A)(1)(r) [1-6] and a special permit as set forth in Article X. In addition, the law amends the principal uses in the C-2 zone by reference in 342-31(A)(1)(a). The law creates definitions for establishments involved in the production of alcohol including distinctions between micro and nano. Lastly, the law amends the off-street parking schedule by adding requirements for a brewpub that match the existing requirements for restaurants and by adding new requirements for tasting rooms at 1 space for every 4 seats or 1 per 75 sf, whichever is greater.

C. Location of proposed activity (include street or site description): The C-2 Central Commercial Zone & properties in the C-1 General Commercial Zone that are within 500 feet of the Manufacturing District

D. If an application for the proposed action has been filed with the agency, the following information shall be provided:

a.) Name of Applicant: Village of Mamaroneck

b.) Mailing Address: Village Hall at the Regatta, 123 Mamaroneck Ave, Mamaroneck NY, 10543

c.) Telephone Number: Area Code 914-777-7703

The foregoing is affirmed by Gregory Cutler Date: 6/23/2017

3. Will the action to be directly undertaken, require funding or approval by either a state or federal agency? No ☒ Yes ☐
If yes, which state or federal agency? [Click here to enter text.](#)

III. Coastal Assessment Form (Check either "Yes" or "No" for each of the following questions).
(See Chapter 342 of the Village code for additional information.)

A. Will the proposed action be located in, or contiguous to, or to have a significant effect upon any of the resource areas identified in the Local Waterfront Revitalization Program?

	(Check)	<u>Yes</u>	or	<u>No</u>
1. Significant fish/ wildlife habitats (7, 7a, 44)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
2. Flood Hazard Areas (11, 12, 17)		<input checked="" type="checkbox"/>		<input type="checkbox"/>
3. Tidal or Freshwater Wetland (44)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
4. Scenic Resource (25)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
5. Critical Environmental Areas (7, 7a, 8, 44)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
6. Structures, sites or sites districts of historic, Archeological or cultural significance (23)		<input type="checkbox"/>		<input checked="" type="checkbox"/>

B. Will the proposed action have a significant effect on any of the following?

1. Commercial or recreational use of the fish and wildlife resource (9, 10)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Development of the future or existing water-dependent uses (2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Land and water uses (2, 4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Existing or potential public recreation opportunities (2, 3)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Large physical change to a site within the coastal area which will require the preparation of an environmental impact statement (11, 13, 17, 19, 22, 25, 37, 38)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Physical alteration of one or more areas of land along the shoreline, land under water or coastal waters (2, 4, 11, 12, 17, 20, 28, 35,44)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Physical alteration of three or more acres of land located elsewhere in the coastal area (11, 12, 17, 33, 37, 38)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Sale or change in use of state-owned lands, located under water (2, 4, 19, 20, 21)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Revitalization/redevelopment of deteriorated or underutilized waterfront site (1)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Reduction of existing or potential public access to or along coastal waters (19, 20)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Excavation or dredging activities or the placement of fill materials in coastal waters of Mamaroneck (35)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Discharge of toxic, hazardous substances, or other pollutants into coastal waters of Mamaroneck (34, 35, 36)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Draining of storm water runoff either directly into coastal waters of Mamaroneck or into any river or tributary which empties into them (33, 37)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Transport, storage, treatment or disposal of solid waste or hazardous materials (36, 39)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Development affecting a natural feature which provides protection against flooding or erosion (12)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Will the proposed activity require any of the following:		
1. Waterfront site (2, 4, 6, 19, 20, 21, 22)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Construction or reconstruction of a flood or erosion control structure (13, 14)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. Remarks or Additional Information:

The law is a result of the efforts of the Planning Board in reviewing the viability of microbrewery uses in the Village of Mamaroneck. The Planning Department's review indicates that the proposed legislation is consistent with the Village's Comprehensive Plan, which seeks to strengthen and expand economic opportunity by attracting new businesses in the downtown area. The introduction of these new businesses will encourage retail and tourism activities similar to what is being seen in New York State.

The special conditions outlined in the law are aimed at mitigating potential quality of life and environmental impacts. These include the prohibition of outdoor storage, and the requirement that the

manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a disturbance off-site.

In addition the micro-alcohol uses will be subject to a special permit from the Planning Board that have specific criteria that are aimed at ameliorating potential environmental impacts as outlined in Chapter 342-71. As part of the special permit, any site specific issues would be reviewed by the Planning Board in relation to both the special permit and the required SEQRA review. These include hours of operations, adequate parking, traffic, orderly and appropriate development, and impacts on historic buildings. Furthermore the special permit and site-specific SEQRA review will allow the Planning Board authority to mitigate impacts on noise, odor, and light impacts.

Preparer's Signature: Gregory Cutler Date: 9/8/2017

Preparer's Name/Title: Gregory Cutler - Village Planner



Enhanced Environmental Assessment Form Part 3

Micro-Alcohol Establishments- Proposed Local Law P, 2017 (Version 5)

Introduction

The proposed action is a local law (PLL-P-2017) amending the Code of the Village of Mamaroneck to allow microbreweries, brewpubs and other micro-alcohol production facilities in a small limited section of the C-1 zone along Hoyt Avenue within 500 feet of an M-1 zone and anywhere within the C-2 (downtown) zone. These uses will be subject to site-specific requirements including general special permit requirements provided for in Chapter 342-71, and additional new requirements outlined in a new chapter 342-7.1 "Micro-alcohol production and sale in commercial districts." The law creates definitions for establishments involved in the production of alcohol including distinctions between micro and nano production facilities. Lastly, the law amends the off-street parking schedule by adding requirements for a brewpub that match the existing requirements for restaurants and by adding new requirements for tasting rooms at 1 space for every 4 seats or 1 per 75 sf, whichever is greater, plus 1 for each 2 employees.

Analysis of Use and Dimensional Changes per Zone

C-2: Central Commercial

The C-2 zone presently permits manufacturing uses through a special permit by the Zoning Board of Appeals. The manufacturing must be limited to 20% of the area devoted to retail sales and be concealed from residential areas. The proposed law would create new definitions for alcohol production facilities and permit nano-scale alcohol production facilities in the C-2 district through a special permit by the Planning Board. It would also change the percentage of area devoted to manufacturing from 20% to 70%. This was added to the proposed language after a review of other municipal codes highlighted in a Planning Advisory Service (PAS) report on microbreweries. The PAS report indicates that many codes

nationwide allow between 65%-75% of the interior space be used for manufacturing, while some codes remain entirely silent on the interior space allocations.¹ The Planning Department also met with the Village of Port Chester Planning Department who indicated that they utilized the 70% figure based on their discussions with the industry sources and a review of industry materials. From an environmental impact perspective the larger the allocation of space is for manufacturing within a specific building, the smaller the impact will be on traffic and parking generation as the ratio of trips per square foot is much higher for retail components than for manufacturing components.

Another improvement from the existing code is the requirement that “the manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a disturbance off-site.” This strengthens the requirements and mitigates any potential negative environmental impacts related to micro-alcohol establishments when compared to the present code, which only requires that activities be carried on in an area fully concealed from any street or residential zone.

Lastly, as the downtown area is already built-out, full-scale new construction is not expected, and thus any micro-alcohol related use would likely utilize existing buildings. Currently 30% of all dedicated ground-floor retail space in the downtown is vacant. Experiential uses such as micro-alcohol production facilities may help reduce the vacancy rate in the face of retail decline. The adaptive reuse of buildings is an essential tool in sustainable development as it requires far fewer extractive resources to renovate an existing building than to completely demolish a building and construct a new building.

C-1: General Commercial

The C-1 zone does not presently allow manufacturing. The proposed law would allow micro-alcohol production facilities within 500 feet of the M-1 zone, which presently allows the manufacturing of alcohol. Three properties in the C-1 zone along Hoyt Avenue would be affected by the text change. These properties include 139 Hoyt Ave (Half Time), 135 Hoyt Ave (Hutter Auction House), and 115 Hoyt Ave (Bullseye Glass & Petrescu Automotive Repair). The three properties were zoned M-1 until 2014 when they were rezoned to C-1 to accommodate the existing uses and restrict the potential expansion

¹ Zoning for Micro-Alcohol Production. American Planning Association: Planning Advisory Service, 2014.

of heavy manufacturing uses, such as the abutting plastics facility. The review of impacts as described in the C-2 central commercial district section above remain the same for the C-1 general commercial zone.

C-2 Zoning Comparison Existing Use and Proposed Use

Existing:	Proposed:
<p>1) Manufacturing in Commercial Districts (342-47)</p> <p>Permitted manufacturing activities shall be carried on in an area fully concealed from any street or neighboring residential zone, and such areas shall not exceed 20% of the area devoted to retail sales. Motive power shall be electric and, except in connection with newspaper printing, shall not exceed 10 horsepower. No more than five persons may be engaged at any one time in such manufacturing or processing.</p> <p>2) Restaurants and Bars by Special Permit</p>	<p>Only nanobreweries and brewpubs.</p> <p>By Reference to C-1 Permitted Uses 342-30</p> <p>A. Not more than 70 percent of the total gross floor area of the microbrewery, microcidery, microdistillery, microwinery or nanobrewery shall be used for the brewing, distilling, cidery or winemaking function except for a brewpub where not more than 30 percent of the total gross floor area may be used for the brewing, bottling or kegging function.</p> <p>B. The microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub shall obtain the appropriate manufacturing, wholesale, retail, marketing and/or other permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy.</p> <p>C. No outdoor storage shall be permitted for such uses.</p> <p>D. The manufacturing, bottling or kegging process shall be carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent or other external impacts that cause a disturbance off-site.</p>

C-1 Zoning Comparison Existing Use and Proposed Use

Existing:	Proposed:
<p>1) Micro-alcohol production Not Permitted</p> <p>2) Restaurants and Bars by Special Permit</p>	<p>342-30(A)(1) (r) Microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs, subject to the approval procedure set forth in Article X and in conformance with any additional requirements imposed in connection with that approval, in conformity with §342-7.1, and further provided that the premises are located along Hoyt Avenue and within 500 feet of the M-1 Manufacturing District.</p> <p>§342-7.1 Micro-alcohol production and sale in commercial districts Microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs shall be subject to the approval procedure set forth in Article X and in conformance with any additional requirements imposed in connection with that approval, and further provided that:</p> <p>A. Not more than 70 percent of the total gross floor area of the microbrewery, microcidery, microdistillery, microwinery or nanobrewery shall be used for the brewing, distilling, cidery or winemaking function except for a brewpub where not more than 30 percent of the total gross floor area may be used for the brewing, bottling or kegging function.</p> <p>B. The microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub shall obtain the appropriate manufacturing, wholesale, retail, marketing and/or other permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy.</p> <p>C. No outdoor storage shall be permitted for such uses.</p> <p>D. The manufacturing, bottling or kegging process shall be carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent or other external impacts that cause a disturbance off-site.</p>

Analysis of Traffic Generation

The Institute of Traffic Engineers publishes trip generation reports for many different types of land uses. Unfortunately the report does not include micro-alcohol uses. In the absence of specific trip generation data from the ITE, the Planning Department reviewed other resources to better understand the potential trip generation of micro-alcohol uses. By our estimation the closest comparable uses listed in the ITE report are restaurant uses. Furthermore, in our review we were able to find a single study of a microbrewery's trip generation from Sandy Springs, GA in suburban Atlanta. The findings of the aforementioned study and the ITE report are shown in the table below:

PM Peak Trip Generation per 1000 sf by Facility Type

Facility	Total trips/1000 sf PM Peak	Transit-Reduced Rates (20% reduction)
Quality Restaurant	7.49	5.9
High-turnover Restaurant	9.85	7.9
Drinking Place	11.34	9.1
Microbrewery	4.8 ²	3.8

Aside from microbrewery all other trip generations are based on the ITE Trip Generation 9th Edition.

The findings indicate that microbreweries tend to have limited trip generation when compared to restaurants and drinking places. Furthermore the sampling location (suburban Atlanta) of the microbrewery is decidedly low density and transit-deficient indicating that similar facilities in higher density transit-rich locations may yield fewer automobile trips. Alternatively both areas affected by the proposed law are located in the denser mixed-use downtown core within a quarter-mile of the Metro

² Doyle, Julie. "Trip Generation for Entertainment Land Uses." *Street Smarts*, 1998.
<https://www.yumpu.com/en/document/view/27283097/trip-generation-for-entertainment-land-uses-institute-of->

North station. Research suggests that context and built environment attributes such as density, mixed land uses, design, and distance to public transit have a significant impact on mode choice and automobile use. The ITE manual recommends reducing rates by 20% when a facility is located within a quarter-mile of a transit station (reduced rates are shown in the table above.³) It should also be noted that restaurants and bars are currently permitted by special permit in both C-1 and C-2 zones. Therefore even a conservative estimate utilizing the “high-turnover restaurant” or “drinking place” trip generation rates for micro-alcohol facilities would yield no net increase in traffic generation from existing permitted uses.

In addition, the target market of craft microbreweries is primarily millennials, or those who are between 21 and 35 years old. Millennials account for the majority of weekly craft beer drinkers at 57%, compared to Generation X at 24%, and Baby Boomers at 17%.⁴ This statistic is important as millennials have different transportation patterns than their predecessors. In general, millennials prefer a multi-modal lifestyle instead of an auto-centric lifestyle.⁵ Since the primary market for microbreweries is millennials who prefer to use public transit, we may see a lessened impact in terms of traffic generation. It is also expected that a good portion of visitors will be tourists and will travel to Mamaroneck via the Metro North railroad and not by vehicle.

The traffic impacts are minimal when comparing the additional expected traffic generation to the existing traffic counts for the areas affected by the proposed use changes. For example, according to a December 2016 Washingtonville Neighborhood Traffic Study, Hoyt Avenue experiences a total of 787 vehicles per hour during the PM peak. Utilizing the conservative rate for a “high-turnover restaurant” would result in 39 additional vehicle trips if one 5,000 sf micro-alcohol facility were to open on vacant land; equating to a 5% increase in traffic generation during the PM peak. Moreover if the microbrewery were to utilize a space that was formerly a different use that had equivalent traffic generation rates then there would be no net increase in traffic generation. Since the three properties along Hoyt are fully built-out it is expected that the increase in traffic would be less than 5%. The same statistical increases

³ Clifton, Kelly, Kristina Currans, and Christopher Muhs. "Contextual Influences on Trip Generation." August 2012. Accessed July 5, 2017. doi:10.15760/trec.119.

⁴ Herz, Julia. "Today's Craft Beer Lovers: Millennials, Women and Hispanics." Brewers Association. August 15, 2016. Accessed July 05, 2017. <https://www.brewersassociation.org/communicating-craft/understanding-todays-craft-beer-lovers-millennials-women-hispanics/>.

⁵ "Millennials & Mobility: Understanding the Millennial Mindset." 2013. Accessed July 5, 2017. <http://www.apta.com/resources/reportsandpublications/Documents/APTA-Millennials-and-Mobility.pdf>.

of 5% seen for micro-alcohol facilities may occur under the existing permitted uses if one similarly sized high-turnover restaurant were to open on Hoyt Avenue. It should be noted that according to the Washingtonville Traffic Study Hoyt Avenue has additional capacity due its exceptionally large width.

Similarly for Mamaroneck Avenue between the Metro North train station and the Boston Post Road, one to two 5,000 sf micro-alcohol facilities utilizing the same conservative trip generation rates would result in 39-78 additional trips (both AM and PM), assuming new construction on vacant land. This equates to an overall increase of .3%-.6% when compared to the New York State Department of Transportation Average Daily Traffic of 12,376 vehicles for Mamaroneck Avenue in 2015. In the more likely scenario that the microbreweries will be replacing an existing use there may be a smaller increase or no net increase in traffic generation. Since the downtown is fully built-out it is expected that the traffic generation for one microbrewery would be less than .3% and for two microbreweries would be less than .6%. The same statistical increases of .3%-.6% seen for micro-alcohol facilities may occur under the existing permitted uses if one or two high-turnover restaurants were to open in the downtown. For the reasons outlined above the proposed law is not expected to have a significant adverse environmental impact in terms of traffic.

Expected Traffic Generation

Location	Number of Micro-Alcohol Facilities	Traffic Increase*	Percentage Increase*
Hoyt Avenue	1 @ 5,000 sf	39 – “High Turnover Restaurant”**	5%
		19 – “Microbrewery”	2.5%
Mamaroneck Avenue	1-2 @ 5,000 sf each	39-78 – “High Turnover Restaurant”**	.3%-.6%
		19-38 – “Microbrewery”	.15%- .3%

*Traffic increases assume new construction on vacant land, the actually increases are expected to be lower.

****Restaurants are permitted under the existing zoning in both C-1 and C-2 zones, therefore there is no expected net increase, and a likely decrease in traffic generation from existing permitted uses.**

Off-street parking requirements

The proposed local law proposes that brewpubs follow the same off-street parking requirement as restaurants, which is 1 space for every 3 seats plus 1 space for every 2 employees. Since brewpubs are essentially restaurants with ancillary beer production, the expected parking generation is comparable. Other micro-alcohol uses would be subject (depending on their components) to the parking requirements for manufacturing, warehousing, and retail; plus the proposed parking requirements for a tasting room. The parking requirements are outlined in the table below:

Off-street Parking Requirements

Use	Requirement
Manufacturing & Warehousing (Existing)	1 space per 750 sf
Retail (Existing)	1 space for per 350 sf up to 3,500 sf; 1 space per 200 sf of the next 3,500 sf 1 space per 100 sf in excess of 7,000 sf
Tasting Room (Proposed)	1 space per 4 permanent seats or 1 per 75 sf, whichever is greater, plus 1 for each 2 employees.
Restaurant, Brewpub (Existing for restaurant, brewpub is proposed)	1 space for each 3 seats, plus 1 space for each 2 employees

Analysis of Distribution-Related Traffic

The Village of Mamaroneck Planning Department established an estimated truck delivery chart based upon industry research related to microbreweries.

Estimated Weekly Truck Deliveries by Level of Production

Annual Barrel Production	Average Weekly Production (in barrels)	# of half kegs produced	# of half kegs for delivery (40%-60%)	Estimated Weekly Truck Deliveries *
1,000	19	38	15-23	<1
2,000	38	76	30-46	1
3,000	57	114	46-68	1-2
4,000	77	154	62-92	1-2
5,000	96	192	77-115	2-3
6,000	115	230	92-138	2-4

10,000	192	384	153-230	4-5
15,000	288	576	230-345	5-8

*26 ft. box truck load capacity is 7,400 lb. = 46 half kegs at 161 lb each

It should be noted that the percentage of product that is distributed off-site is dependent on how established the brewery is. Those breweries that are just starting out tend to do more consumption on-site and slowly ramp-up distribution over time.

Use	Estimated Weekly Truck Deliveries
Restaurant @ 5,000 sf (Existing Use)	33 commercial vehicle trips/week ⁶
Microbrewery brewing @ 15,000 barrels per year	5-8 commercial vehicle trips/week

In comparison to existing uses even a large microbrewery with a production level of 15,000 barrels per year would be expected to produce far less commercial vehicle traffic than the presently permitted restaurant use. The Planning Department did not conduct a review of the equivalent impact in terms of distribution of other non-beer related alcohol facilities however the impacts are expected to be similar. It is not expected that the distribution-related traffic will result in any significant adverse environmental impact, particularly when assessed in conjunction with the anticipated limited traffic generation of other micro-alcohol facility components.

Flooding

As stated earlier the majority of the downtown and all of the properties in the C-1 that fall within 500 feet of an M-1 district are fully built-out. It is unlikely that any full-scale redevelopment will occur with the express intent of hosting a micro-alcohol facility, and therefore there is no expected change from existing conditions in terms of impervious surfaces and storm water. In the case where redevelopment is necessary, the applicant would be required to meet the Village's stormwater management and erosion and sediment control code (Chapter 294), and FEMA standards, which will require the applicant to improve stormwater, water quality, and flood safety conditions in comparison to existing conditions. It

⁶ Truck Trip Generation Data. Report. NATIONAL COOPERATIVE HIGHWAY RESEARCH NCHRP PROGRAM. Accessed September 13, 2017. http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_syn_298.pdf.

should be noted that all commercial redevelopment in these locations that has occurred in the past decade has occurred on developed sites. Therefore the proposed local law is not expected to have a significant adverse environmental impact in terms of flooding.

Water Usage & Waste Water

For the purposes of evaluating the use of water the Planning Department will compare water usage between a restaurant use, which is presently permitted in both zones, and the proposed micro-alcohol uses. To simplify the review the analysis utilizes the same size footprint of 4,000 sf for each facility type, in an effort to create a fair baseline for comparison. The Planning Department identified an existing restaurant in the C-2, which will remain anonymous, that is approximately 4,000 sf and applied water usage estimations based on the number of seats in the restaurants. This is compared to a microbrewery with a tasting room, a microwinery, and a microdistillery all of which will be estimated at 4,000 sf.

Facility Type	Unit of Measure	Units in Facility	Estimated Total Daily Water Usage in Gallons
Restaurant (Existing Use)	24.2 Gallons per Seat per Day (utilizing average rate) ^{7**}	112 seats (in 4,000 sf facility)	2,710 gallons/day
Microbrewery w/ Tasting Room	7 Gallons per 1 Gallon of Beer ⁸	3,000 barrels of beer/ year* or 254.8 gallons of beer/day	1,784 gallons/day
Microwinery	2.78 Gallons per Gallon of Wine ⁹	500 cases of wine/year or 3.25 gallons/day	9 gallons/day
Microdistillery	39.04 Gallons per Gallon of Liquor ¹⁰	2,000 gallons of liquor/ year or 5.5 gallons/day	214 gallons/day

*4,000 sf brewery with a tasting room was estimated to produce a maximum of 3,000 barrels per year based on the proposed legislation's maximum barrel production.

**Restaurant rate is utilizing the average rate and not the peak rate, the actual total daily water usage may be higher.

***Brewery rate is based on United States Average; it should be noted many craft brewers have ratios as low as three to one. ¹¹

⁷ Water Resources Engineering, 1st Edition. Larry W. Mays, John Wiley & Sons, Inc. 2001. (Table 11.1.4 page 346)

⁸ Water and Wastewater: Treatment/Volume Reduction Manual. Industry Report. 2010. Accessed September 13, 2017. https://s3-us-west-2.amazonaws.com/brewersassoc/wp-content/uploads/2017/05/Sustainability_Water_Wastewater.pdf. (introduction to water usage)

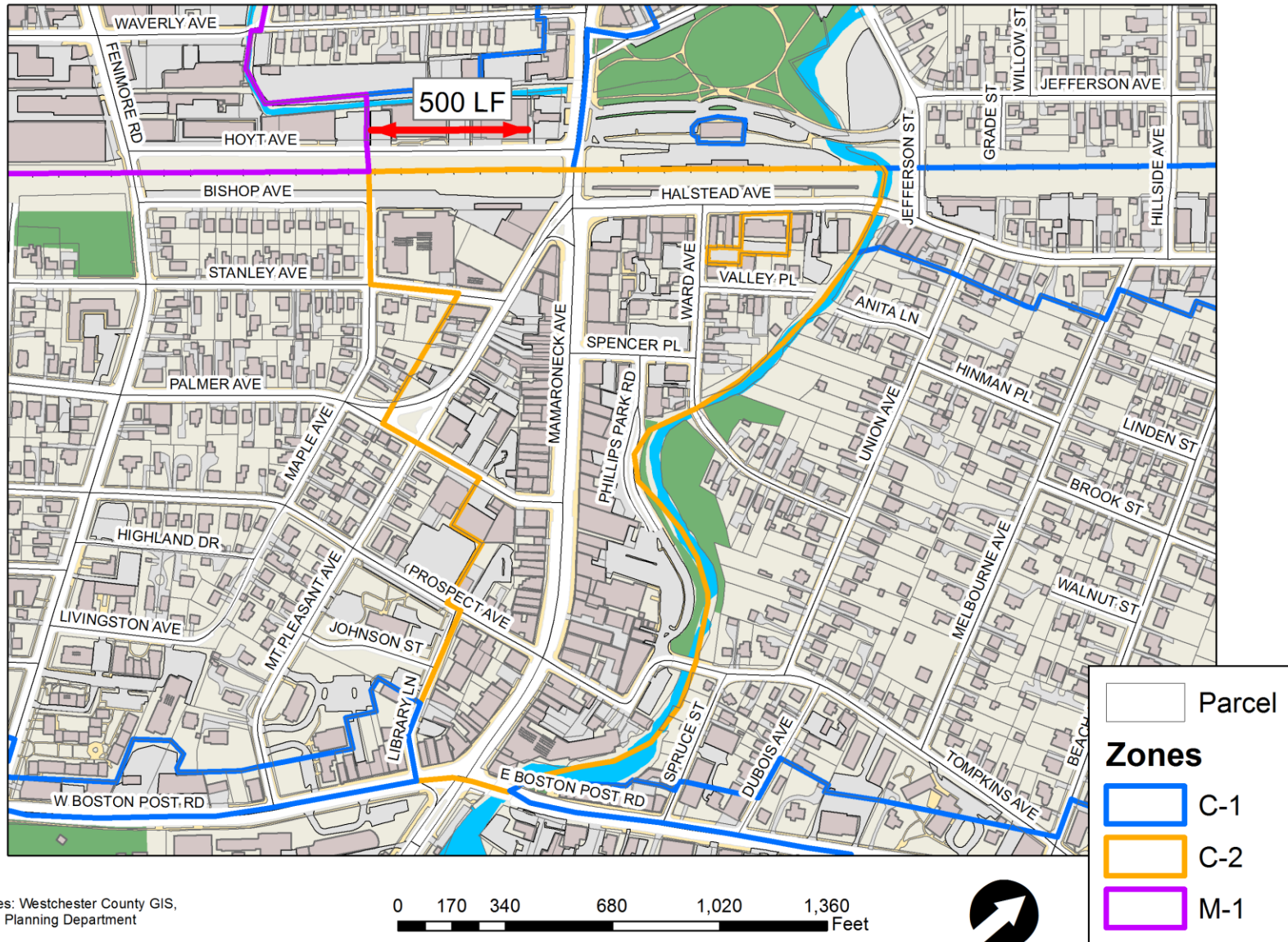
⁹ Beverage Industry Continues to Drive Improvement in Water and Energy Use. Report. 2016. Accessed September 13, 2017. http://media.wix.com/ugd/49d7a0_fb6ab6f0359c45d89b6e0a72a42988d1.pdf.

¹⁰ Ibid

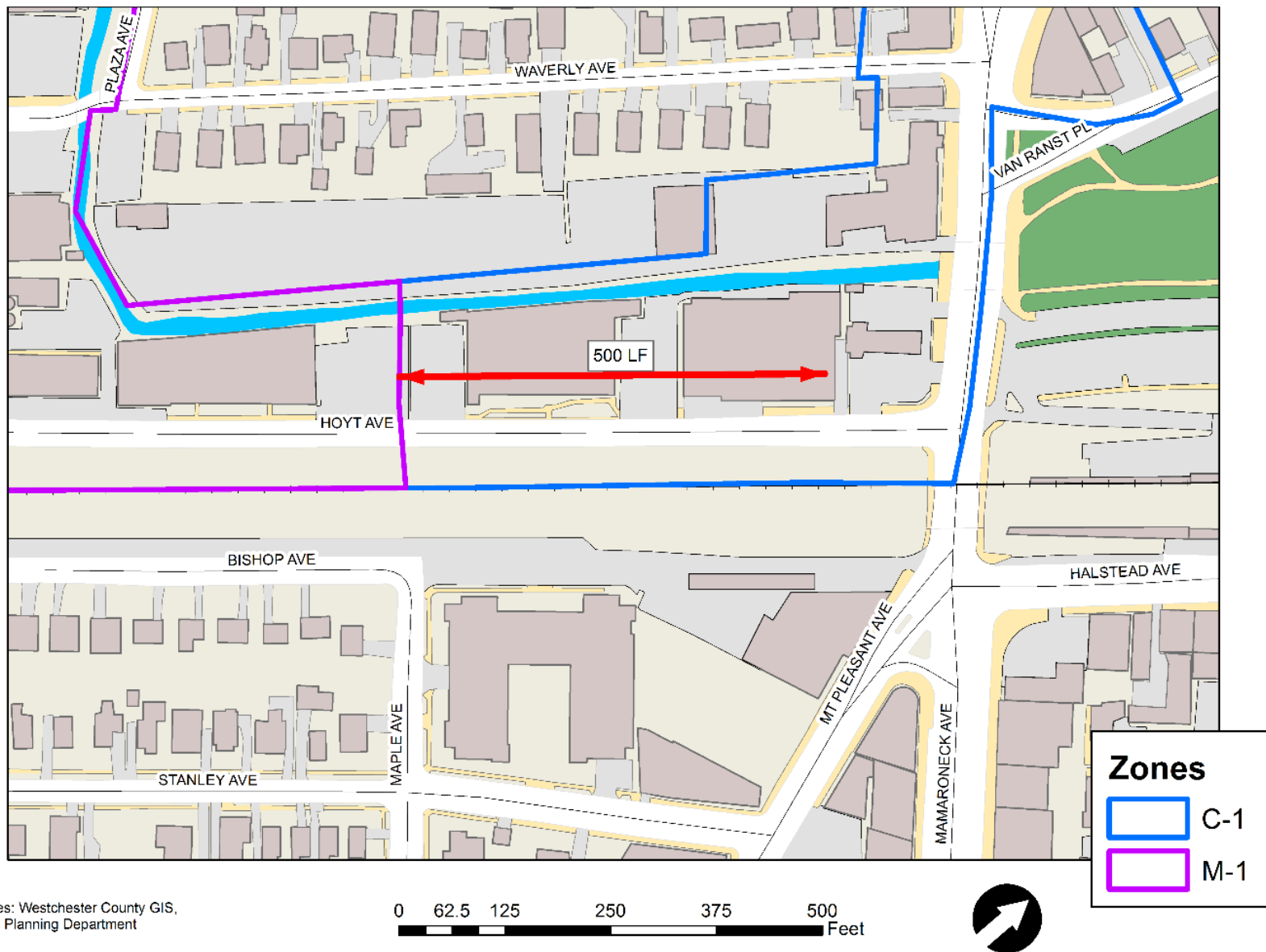
¹¹ Ibid

The above analysis indicates that the expected water usage of all micro-alcohol typologies is likely to be considerably less than that of restaurants, which are presently permitted in both zoning districts affected by the proposed legislation. It should be noted that the amount of water usage has a direct correlation with sewerage production, and therefore it is expected that the proposed uses will have a lessened impact in terms of the creation of additional sewage. While the water usage will depend on the size and type of facility, the Special Permit process and SEQRA will analyze site-specific conditions and mitigate potential impacts. For the reasons outlined above proposed local law is not expected to have a significant adverse environmental impact in terms of waste water usage and sewerage production.

C-2 Zone & C-1 Zone within 500 lf of M-1 Zone



500 Feet from M-1



Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres

b. Total acreage to be physically disturbed? _____ acres

c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
<i>i.</i> Total number of structures _____ <i>ii.</i> Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length <i>iii.</i> Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
<i>i.</i> Purpose of the impoundment: _____ <i>ii.</i> If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ <i>iii.</i> If other than water, identify the type of impounded/contained liquids and their source. _____ <i>iv.</i> Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres <i>v.</i> Dimensions of the proposed dam or impounding structure: _____ height; _____ length <i>vi.</i> Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
<i>i.</i> What is the purpose of the excavation or dredging? _____ <i>ii.</i> How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? <ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ <i>iii.</i> Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ _____	
<i>iv.</i> Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ _____	
<i>v.</i> What is the total area to be dredged or excavated? _____ acres <i>vi.</i> What is the maximum area to be worked at any one time? _____ acres <i>vii.</i> What would be the maximum depth of excavation or dredging? _____ feet <i>viii.</i> Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>ix.</i> Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:	
<i>i.</i> Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No • Will line extension within an existing district be necessary to serve the project? <input type="checkbox"/> Yes <input type="checkbox"/> No <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ <p>_____</p> <ul style="list-style-type: none"> • Will stormwater runoff flow to adjacent properties? <input type="checkbox"/> Yes <input type="checkbox"/> No 	
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>n.. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. <input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

<p>c. Is the project site presently used by members of the community for public recreation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>i. If Yes: explain:</i> _____</p>
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes,</p> <p><i>i. Identify Facilities:</i></p> <p>_____</p> <p>_____</p>
<p>e. Does the project site contain an existing dam? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Dimensions of the dam and impoundment:</i></p> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <p><i>ii. Dam's existing hazard classification:</i> _____</p> <p><i>iii. Provide date and summarize results of last inspection:</i></p> <p>_____</p> <p>_____</p>
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Has the facility been formally closed?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ <p><i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i></p> <p>_____</p> <p>_____</p> <p><i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____</p> <p>_____</p>
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i></p> <p>_____</p> <p>_____</p>
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> <p><i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____</p> <p>_____</p> <p><i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide DEC ID number(s): _____</p> <p><i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i></p> <p>_____</p> <p>_____</p>

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained _____ % of site	
f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____	
h. Surface water features. i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <ul style="list-style-type: none"> • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____ 	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No	
j. Is the project site in the 100 year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500 year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <ul style="list-style-type: none"> i. Name of aquifer: _____ 	

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
	<input type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
	<input type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
<p>If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:</p> <p>e.</p> <p>i. The proposed action may result in the destruction or alteration of all or part of the site or property.</p> <p>ii. The proposed action may result in the alteration of the property’s setting or integrity.</p> <p>iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.</p>	<p>E3e, E3g, E3f</p> <p>E3e, E3f, E3g, E1a, E1b</p> <p>E3e, E3f, E3g, E3h, C2, C3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

<p>11. Impact on Open Space and Recreation</p> <p>The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i></p>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<p>12. Impact on Critical Environmental Areas</p> <p>The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i></p>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If “Yes”, answer questions a - f. If “No”, go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If “Yes”, answer questions a - e. If “No”, go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If “Yes”, answer questions a - f. If “No”, go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**VILLAGE OF MAMARONECK
HARBOR & COASTAL ZONE MANAGEMENT
COMMISSION APPLICATION**

HCZM meets on the third Wednesday of the month, 7:30PM, Village Hall Courtroom, 169 Mt. Pleasant Ave.

**Local Waterfront Revitalization Program
Coastal Assessment Form**

I. INSTRUCTIONS (please print or type all answers)

For Type I and unlisted actions, the Harbor and Coastal Zone Management Commission shall determine whether the actions are consistent, to the maximum extent practicable, with the policies of the Village of Mamaroneck Local Waterfront Revitalization Program.

For Type II actions, the lead agency shall determine whether the actions are consistent, to the maximum extent practicable, with the policies of the Village of Mamaroneck Local Waterfront Revitalization Program.

For direct agency actions, the agency shall complete, and for approval of an action, the agency shall cause the applicant to complete, a coastal assessment form (CAF). The CAF shall be completed prior to the agency's determination of the environmental significance pursuant to the State Environmental Quality Review Act.

Where any question on the CAF is answered "yes", a brief and precise description of the nature and extent of the action shall be provided on the CAF, and a copy of the CAF shall be forwarded to the Harbor and Coastal Zone Management Commission.

Please classify/determine if your application is Type I, Type II or Unlisted under SEQRA.

- ☐ **Type I:** An action which is likely to have a significant adverse impact on the environment.
- ☐ **Type II:** An action which will not have a significant adverse impact on the environment.
- ☒ **Unlisted:** An action which does not exceed the thresholds for Type I.

For further information, please see <http://www.dec.state.ny.us/website/dcs/seqr>.

II. 15 copies of the application and supporting documents should be submitted to the Building Dept. for review by the Bldg. Inspector to place on the HCZM Agenda and must comply with the Notification Law. Applications will not be reviewed unless all relevant materials are submitted.

- ☐ Short Environmental Assessment Form (for Unlisted actions only)
- ☒ Full Environmental Assessment Form (if Type I action)
- ☐ Construction drawing plans certified and signed by an architect or engineer licensed by the State of New York
- ☐ Topographical survey by a licensed land surveyor dated within one year

w/FEMA lines

- ☐ Completed Building Permit Application
- ☐ Elevation Certificate showing compliance with FEMA by a licensed architect or engineer licensed by the State of New York.
- ☐ Soil Erosion Mitigation Plan - See Building Department for details
- ☐ Storm Water Management Plan - See Building Department for details
- ☐ If Perimeter permit is required, proof of compliance with LL 4-2006 Section 1 (F)
- ☒ Coastal Assessment Form

III. Has this property come before this commission or a former Harbor & Coastal Zone Management Commission in the past 3 years? If so, when? No

IV. **It is the applicant's obligation to determine whether permitting is required** by any state/federal agencies including but not limited to the Department of State Dept. of Environmental Conservation, NY State Army Corp of Engineers or Federal Consistency Review.

II. DESCRIPTION OF PROPOSED ACTION

A. Type of Action – is action a direct agency action (an action planned and proposed for implementation by the Village of Mamaroneck) or does it involve the application for an approval or permit to be granted by a Village agency? Check one:

1. Direct Agency Action ☒
2. Application for an Approval ☐

If this is an Application for an Approval or Permit, identify which board or commission has the permit authority? [Click here to enter text.](#)

B. Describe nature and extent of proposed activity:

The proposed action is a local law (PLL-P-2017) amending the Code of the Village of Mamaroneck to allow microbreweries, brewpubs and other micro-alcohol production facilities in a small limited section of the C-1 zone along Hoyt Avenue within 500 feet of an M-1 zone and anywhere within the C-2 (downtown) zone. These uses will be subject to site-specific requirements including general special permit requirements provided for in Chapter 342-71, and additional new requirements outlined in a new chapter 342-7.1 "Micro-alcohol production and sale in commercial districts." The law creates definitions for establishments involved in the production of alcohol including distinctions between micro and nano production facilities. Lastly, the law amends the off-street parking schedule by adding requirements for a brewpub that match the existing requirements for restaurants and by adding new

requirements for tasting rooms at 1 space for every 4 seats or 1 per 75 sf, whichever is greater, plus 1 for each 2 employees.

C. Location of proposed activity (include street or site description): The C-2 Central Commercial Zone & properties in the C-1 General Commercial Zone that are within 500 feet of the Manufacturing District on Hoyt Avenue.

D. If an application for the proposed action has been filed with the agency, the following information shall be provided:

a.) Name of Applicant: Village of Mamaroneck

b.) Mailing Address: Village Hall at the Regatta, 123 Mamaroneck Ave, Mamaroneck NY, 10543

c.) Telephone Number: Area Code 914-777-7703

The foregoing is affirmed by Gregory Cutler Date: 9/13/2017

3. Will the action to be directly undertaken, require funding or approval by either a state or federal agency? No ☒ Yes ☐
If yes, which state or federal agency? [Click here to enter text.](#)

III. Coastal Assessment Form (Check either "Yes" or "No" for each of the following questions).
(See Chapter 342 of the Village code for additional information.)

A. Will the proposed action be located in, or contiguous to, or to have a significant effect upon any of the resource areas identified in the Local Waterfront Revitalization Program?

	(Check)	Yes	or	No
1. Significant fish/ wildlife habitats (7, 7a, 44)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
2. Flood Hazard Areas (11, 12, 17)		<input checked="" type="checkbox"/>		<input type="checkbox"/>
3. Tidal or Freshwater Wetland (44)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
4. Scenic Resource (25)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
5. Critical Environmental Areas (7, 7a, 8, 44)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
6. Structures, sites or sites districts of historic, Archeological or cultural significance (23)		<input type="checkbox"/>		<input checked="" type="checkbox"/>

B. Will the proposed action have a significant effect on any of the following?

1. Commercial or recreational use of the fish and wildlife resource (9, 10)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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2. Development of the future or existing water-dependent uses (2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Land and water uses (2, 4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Existing or potential public recreation opportunities (2, 3)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Large physical change to a site within the coastal area which will require the preparation of an environmental impact statement (11, 13, 17, 19, 22, 25, 37, 38)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Physical alteration of one or more areas of land along the shoreline, land under water or coastal waters (2, 4, 11, 12, 17, 20, 28, 35,44)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Physical alteration of three or more acres of land located elsewhere in the coastal area (11, 12, 17, 33, 37, 38)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Sale or change in use of state-owned lands, located under water (2, 4, 19, 20, 21)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Revitalization/redevelopment of deteriorated or underutilized waterfront site (1)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Reduction of existing or potential public access to or along coastal waters (19, 20)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Excavation or dredging activities or the placement of fill materials in coastal waters of Mamaroneck (35)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Discharge of toxic, hazardous substances, or other pollutants into coastal waters of Mamaroneck (34, 35, 36)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Draining of storm water runoff either directly into coastal waters of Mamaroneck or into any river or tributary which empties into them (33, 37)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Transport, storage, treatment or disposal of solid waste or hazardous materials (36, 39)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Development affecting a natural feature which provides protection against flooding or erosion (12)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Will the proposed activity require any of the following:		
1. Waterfront site (2, 4, 6, 19, 20, 21, 22)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Construction or reconstruction of a flood or erosion control structure (13, 14)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. Remarks or Additional Information:

The law is a result of the efforts of the Planning Board in reviewing the viability of microbrewery uses in the Village of Mamaroneck. The Planning Department's review indicates that the proposed legislation is consistent with the Village's Comprehensive Plan, which seeks to strengthen and expand economic opportunity by attracting new businesses in the downtown area. The introduction of these new businesses will encourage retail and tourism activities similar to what is being seen in New York State.

The special conditions outlined in the law are aimed at mitigating potential quality of life and environmental impacts. These include the prohibition of outdoor storage and the requirement that the manufacturing and bottling process is carried on in an area fully concealed from any street or neighboring residential zone, and shall not produce adverse odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a significant disturbance off-site.

In addition the micro-alcohol uses will be subject to a special permit from the Planning Board that have specific criteria that are aimed at ameliorating potential environmental impacts as outlined in Chapter 342-71. As part of the special permit, any site specific issues would be reviewed by the Planning Board in relation to both the special permit and the required SEQRA review. These include hours of operations, adequate parking, traffic, orderly and appropriate development, and impacts on historic buildings. Furthermore the special permit and site-specific SEQRA review will allow the Planning Board authority to mitigate impacts on noise, odor, and light impacts.

Preparer's Signature: Gregory Cutler Date: 9/13/2017

Preparer's Name/Title: Gregory Cutler - Village Planner

Coastal Assessment Form – Narrative

Compliance with LWRP Policies

INSTRUCTIONS-Please indicate how your project complies with each LWRP policy. If a policy does not pertain to your project, please indicate “N/A.” A response must be provided for each policy. If additional space for responses is needed, please add an addendum. The Village of Mamaroneck LWRP can be viewed at:

http://www.village.mamaroneck.ny.us/pages/mamaroneckny_webdocs/LWRP.pdf

Development Policies

Policy 1. Restore, revitalize, and redevelop deteriorated and under-utilized waterfront areas for commercial and industrial, cultural and other compatible uses.

Policy 2. Facilitate the siting of water-dependent uses and facilities on or adjacent to coastal waters.

Policy 3. Not applicable.

Policy 4. Strengthen the economic base of smaller harbor areas by encouraging the development and enhancement of those traditional uses and activities which have provided such areas with their unique maritime identity.

Policy 5. Encourage the location of development in areas where public services and facilities essential to such development are adequate.

Policy 6. Expedite permit procedures in order to facilitate the siting of development activities at suitable locations.

Fish and Wildlife Policies

Policy 7. Significant coastal fish and wildlife habitats, as identified on the N.Y. Coastal Area Map (when finalized), shall be protected, preserved, and where practical, restored so as to maintain their viability as habitats.

Policy 7a. Significant coastal fish and wildlife habitats, as identified in this document, shall be protected, preserved, and where practical, restored so as to maintain their viability as habitats.

Policy 8. Protect fish and wildlife resources in the coastal area from the introduction of hazardous wastes and other pollutants which bioaccumulate in the food chain or which cause significant sublethal or lethal effect on those resources.

Policy 9. Expand recreational use of fish and wildlife resources in coastal areas by increasing access to existing resources, supplementing existing stocks and developing new resources.

Policy 10. Further develop commercial finfish, shell-fish and crustacean resources in the coastal area.

Flooding and Erosion Hazards Policies

Policy 11. Buildings and other structures will be sited in the coastal area so as to minimize damage to property and the endangering of human lives caused by flooding and erosion.

Policy 12. Activities or development in the coastal area will be undertaken so as to minimize damage to natural resources and property from flooding and erosion by protecting natural protective features.

Policy 13. The construction and reconstruction of erosion protection structures shall be undertaken only if they have a reasonable probability of controlling erosion for at least thirty years.

Policy 14. Activities and development, including the construction or reconstruction of erosion protection structures, shall be undertaken so that there will be no measurable increase in erosion or flooding at the site of such activities or development or at other locations.

Policy 15. Not applicable.

Policy 16. Not applicable.

Policy 17. Wherever possible, use nonstructural measures to minimize damage to natural resources and property from flooding and erosion.

General

Policy 18. To safeguard the vital economic, social and environmental interests of the State and the Village of Mamaroneck, proposed major actions in the coastal area must give full consideration to those interests, and to the safeguards which the State and this Village have established to protect valuable coastal resource areas.

Public Access Policies

- Policy 19. Protect, maintain and increase the levels and types of access to public water related recreation resources and facilities so that these resources and facilities may be fully utilized by all the public in accordance with reasonably anticipated public recreation needs and the protection of historic and natural resources. In providing such access, priority shall be given to public beaches, boating facilities, fishing areas, and waterfront parks.

- Policy 20. Access to the publicly-owned foreshore and to lands immediately adjacent to the foreshore or the water's edge that are publicly owned shall be provided, and it should be provided in a manner compatible with adjoining uses. Such lands shall be retained in public ownership.

Recreation Policies

- Policy 21. Water-dependent and water-enhanced recreation shall be encouraged and facilitated and shall be given priority over non-water-related uses along the coast, provided it is consistent with the preservation and enhancement of other coastal resources and takes into account demand for such facilities.

Policy 22. Development, and redevelopment, when located adjacent to the shore, shall provide for water-related recreation, as a multiple use, whenever such recreational use is appropriate in light of reasonably anticipated demand for such activities and the primary purpose of the of the development.

Policy 23. Protect, enhance and restore structures, districts, areas, or sites that are of significance in the history, architecture, or archeology or culture of the State, Village or the Nation.

Scenic Quality Policies

Policy 24. Not applicable.

Policy 25. Prevent impairment of scenic resources of Statewide or local significance. *Note Harbor Island Park is a scenic resource of local significance.

Policy 26. (Agricultural Lands Policy) Not applicable.

Energy and Ice Management Policies

Policy 27. Not included.

Policy 28. Not applicable.

Policy 29. Not included.

Water and Air Resources Policies

Policy 30. Municipal, industrial, and commercial discharge of pollutants, including but not limited to, toxic and hazardous substances, into coastal waters will conform to State and National water quality standards.

Policy 31. State coastal area policies and purposes of approved Local Waterfront Revitalization Programs will be considered while modifying water quality standards; however, those waters already overburdened with contaminants will be recognized as being a development constraint.

Policy 32. Not applicable.

Policy 33. Best Management Practices will be used to ensure the control of stormwater runoff and combined sewer overflows draining into coastal waters.

Policy 34. Discharge of waste materials from vessels into coastal waters will be limited so as to protect significant fish and wildlife habitats, recreational areas and water supply areas.

Policy 35. Dredging and dredge spoil disposal in coastal waters will be undertaken in a manner that meets existing State dredging permit requirements, and protects significant fish and wildlife habitats, scenic resources, natural protective features, important agricultural lands, and wetlands.

Policy 36. Activities related to the shipment and storage of petroleum and other hazardous materials will be conducted in a manner that will prevent or at least minimize spills into coastal waters; all practicable efforts will be undertaken to expedite the cleanup of such discharges; and restitution for damages will be required when these spills occur.

Policy 37. Best Management Practices will be utilized to minimize the nonpoint discharge of excess nutrients, organics and eroded soils into coastal waters.

Policy 38. The quality and quantity of surface water and groundwater supplies will be conserved and protected, particularly where such waters constitute the primary or sole source of water supply.

Policy 39. The transport, storage, treatment and disposal of solid wastes, particularly hazardous wastes, within coastal areas, will be conducted in such a manner so as to protect groundwater and surface water supplies, significant fish and wildlife habitats, recreation areas, important agricultural land and scenic resources.

Policy 40. Not applicable.

Policy 41. Not included.

Policy 42. Not included.

Policy 43. Not included.

Policy 44. Preserve and protect tidal and freshwater wetlands and preserve the benefits derived from these areas.

PROPOSED LOCAL LAW P - 2017

A Proposed Local Law to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) to allow microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs in the Commercial Districts

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

*(Language in strike-through ~~abedefhijk~~ to be deleted; language in **bold** is to be added)*

Section 1.

Section 342-3 of the Code of the Village of Mamaroneck is amended by adding the following definitions:

BEER

A fermented beverage of any name or description manufactured from malt, wholly or in part, or from any substitute therefor.

CIDER

The partially or fully fermented juice of fresh, whole apples or other pome fruits, containing more than three and two-tenths per centum but not more than eight and one-half per centum alcohol by volume: (i) to which nothing has been added to increase the alcoholic content produced by natural fermentation; and (ii) with the usual cellar treatments and necessary additions to correct defects due to climate, saccharine levels and seasonal conditions.

LIQUOR

Any and all distilled or rectified spirits, brandy, whiskey, rum, gin, cordials or similar distilled alcoholic beverages, including all dilutions and mixtures of one or more of the foregoing.

MICROBREWERY

An establishment in which beer is manufactured which has the capacity to produce not more than 3,000 barrels of beer per year and does not produce more than 3,000 barrels of beer per year as determined by the barrelage tax reports it files with the New York State Department of Taxation and Finance and which is permitted to sell beer for on-site consumption or for off-site distribution under the New York State Alcoholic Beverage Control Law and the applicable regulations of the New York State Liquor Authority.

MICROCIDERY

An establishment in which cider is manufactured for sale which has the capacity to produce not more than 2,000 gallons of cider per year and which does not produce more than 2,000 gallons of cider per year, as determined by the barrelage tax reports it files with the New York State Department of Taxation and Finance and which is permitted to

sell cider for on-site consumption or for off-site distribution under the New York State Alcoholic Beverage Control Law and the applicable regulations of the New York State Liquor Authority.

MICRODISTILLERY

An establishment in which liquor is manufactured for sale which has the capacity to produce not more than 2,000 gallons of liquor per year and which does not produce more than 2,000 gallons of liquor per year, as determined by the barrelage tax reports it files with the New York State Department of Taxation and Finance and which is permitted to sell liquor for on-site consumption or for off-site distribution under the New York State Alcoholic Beverage Control Law and the applicable regulations of the New York State Liquor Authority.

MICROWINERY

An establishment in which wine is manufactured for sale which has the capacity to produce not more than 500 cases of wine per year and which does not produce more than 500 cases per year, as determined by the barrelage tax reports it files with the New York State Department of Taxation and Finance and which is permitted to sell wine for on-site consumption or for off-site distribution under the New York State Beverage Control Law and any applicable New York Liquor Authority regulations.

NANOBREWERY

An establishment in which beer is manufactured which has the capacity to produce not more than 1,000 barrels of beer per year and does not produce more than 1,000 barrels of beer per year as determined by the barrelage tax reports it files with the New York State Department of Taxation and Finance and which is permitted to sell beer for on-site consumption or for off-site distribution under the New York State Alcoholic Beverage Control Law and the applicable regulations of the New York State Liquor Authority.

RESTAURANT, BREWPUB

An establishment primarily engaged in the sale and service of food for on-premises consumption which also brews beer for on-site consumption and may lawfully sell beer for off-premises consumption in accordance with the New York State Alcoholic Beverage Control Law and the applicable regulations of the New York State Liquor Authority, not more than 30 percent of the total gross floor area of the commercial space of which is used for brewing, bottling and kegging.

TASTING ROOM

An establishment or portion of a manufacturing establishment that allows customers to taste samples of beer, wine or liquor, must serve food, and may include the sale of such products in addition to related items, marketing events, and special events, in accordance with the New York State Alcoholic Beverage Control Law and the applicable regulations of the New York State Liquor Authority, and other State, County and Village applicable laws and regulations.

WINE

The product of the normal alcoholic fermentation of the juice of fresh, sound, ripe grapes, or other fruits or plants with the usual cellar treatment and necessary additions to correct defects due to climatic, saccharine and seasonal conditions, including champagne, sparkling and fortified wine of an alcoholic content not to exceed twenty-four per centum by volume.

Section 2.

Section 342-56 of the Code of the Village of Mamaroneck is amended by adding the following to the schedule of off-street parking requirements.

Restaurant, brewpub	1 for each 3 seats, plus 1 for each 2 employees
Tasting Room	1 for each 4 seats or 1 per 75 square feet of floor area devoted to patron use, whichever is greater, plus 1 for each 2 employees.

Section 3.

Section 342-30(A)(1) of the Code of the Village of Mamaroneck is amended by adding the following principal uses permitted in the C-1 General Commercial Districts:

- (r) Microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs, subject to the approval procedure set forth in Article X and in conformance with any additional requirements imposed in connection with that approval, in conformity with §342-7.1, and further provided that the premises are located along Hoyt Avenue and within 500 feet of the M-1 Manufacturing District.**

Section 4.

Section 342-30(B) of the Code of the Village of Mamaroneck is amended by adding the following permitted accessory use in the C-1 General Commercial Districts:

- (3) A tasting room accessory to a microbrewery, microdistillery, microcider, microwinery or nanobrewery.**

Section 5.

Section 342-31(A)(1)(a) of the Code of the Village of Mamaroneck is amended as follows:

- (a) Uses permitted in the C-1 Districts, as permitted therein, but not microbreweries, microdistilleries, microcideries or microwineries.**

Section 6.

Section 342-31(A)(1) is amended by adding subsection (l), as follows:

- (l) Nanobreweries and brewpubs.**

Section 7.

Section 342-31(B) of the Code of the Village of Mamaroneck is amended by adding subsection (3), as follows:

(3) A tasting room accessory to a nanobrewery.

Section 8.

The Code of the Village of Mamaroneck is amended by adding the following Section §342-7.1.

§342-7.1. Micro-alcohol production and sale in commercial districts

Microbreweries, microdistilleries, microcideries, microwineries, nanobreweries and brewpubs shall be subject to the approval procedure set forth in Article X and in conformance with any additional requirements imposed in connection with that approval, and further provided that:

- A. Not more than 70 percent of the total gross floor area of the microbrewery, microcidery, microdistillery, microwinery or nanobrewery shall be used for the brewing, distilling, cidery or winemaking function except for a brewpub where not more than 30 percent of the total gross floor area may be used for the brewing, bottling or kegging function.**
- B. The microbrewery, microcidery, microdistillery, microwinery, nanobrewery or brewpub shall obtain the appropriate manufacturing, wholesale, retail, marketing and/or other permits or licenses from the New York State Liquor Authority prior to the issuance of a certificate of occupancy.**
- C. No outdoor storage shall be permitted for such uses.**
- D. The manufacturing, bottling or kegging process shall be carried on in an area fully concealed from any street or neighboring residential zone and shall not produce noxious odors, dust, vibration, noise, effluent or other external impacts that cause a disturbance off-site.**

Section 9.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 10.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 11.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27 and shall apply to all actions or proceedings pending upon its effective date or thereafter.

Village of Mamaroneck, NY

Item Title: Public Hearing on PPL-Q - Clarifying Village Code on Member Clubs and Uses in the MR Zone

Item Summary: Public Hearing on PPL-Q - Clarifying Village Code on Member Clubs and Uses in the MR Zone

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
PLL-Q-2017 scheduling public hearing - regarding clubs in the Marine Recreation District	Cover Memo
PLL Q_9.20.17	Cover Memo
Item 4F	Cover Memo
VOM_CAF 9-8-17 PLL-Q	Cover Memo
seafpartone 9-8-17 PLL-Q	Cover Memo
seafparttwoandthree 9-8-17 PII-Q	Cover Memo
Narrative 9-8-17 PLL-Q	Cover Memo

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Board of Trustees of the Village of Mamaroneck on the 11th day of September, 2017 at 7:30 p.m., or as soon thereafter as all parties can be heard, at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York, to consider Proposed Local Law Q-2017 – to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding membership clubs in the Marine Recreation District.

PLEASE TAKE FURTHER NOTICE that a copy of the Proposed Local Law Q-2017 is on file with the Clerk-Treasurer of the Village of Mamaroneck and on the Village of Mamaroneck website.

PLEASE TAKE FURTHER NOTICE that at said public hearing, all persons interested will be given an opportunity to be heard.

BY ORDER OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF MAMARONECK, NEW YORK

Agostino A. Fusco
Clerk-Treasurer

Dated: August 24, 2017

PROPOSED LOCAL LAW Q - 2017

A Proposed Local Law to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding membership clubs in the Marine Recreation District

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

*(Language in strike-through ~~as defined~~ to be deleted; language in **bold** is to be added)*

Section 1.

The following definitions established by section 342-3 of the Code of the Village of Mamaroneck, are amended as follows:

CLUB, MEMBERSHIP

A not-for-profit corporation or organization with its facilities catering exclusively to members and/or their guests for recreational, athletic or social purposes and where vending stands, merchandising, commercial or business activities are not conducted, except as required generally for the membership and purpose of such ~~club~~**Membership Club**. **Membership Clubs** shall operate without profit or division of any revenues to its members, except as reasonable compensation for special services actually rendered, devoting all revenues received to supporting the purposes and objectives of the ~~club~~**Membership Club** or to charitable uses. **Membership Club** facilities and property interests shall be owned or leased by the corporation or organization and shall not be owned, leased, rented, or otherwise encumbered for use by individual members or nonmembers. **Membership Clubs in the MR Marine Recreation Districts must adhere to the regulations, laws and guidance governing not-for-profit entities as set forth in Internal Revenue Code §501(c)(7) and the applicable laws, rules and regulations of the State of New York, including but not limited to those laws, rules and regulations which define what constitutes a member, member event and non-member event and concern governance of the entity.**

COVERAGE

That percentage of the lot area covered by the combined area of all buildings or structures, **including non and/or semi-pervious sports courts**, on the lot. A parking garage whose height is at least ~~50%~~ **80%** below ~~finished~~ **average** grade **using the lowest elevations at any points within 10 feet of the proposed structure prior to undertaking the project** is exempt from this definition, provided that the roof of the parking garage is landscaped. The height of a parking garage that is located in the one-hundred-year floodplain may exceed ~~50%~~ **80%** below finished grade, provided there is sufficient mitigation including landscaping, screening and setbacks.

RESIDENCE, SEASONAL

~~Living quarters~~**Rooms in the main clubhouse** for transient (**short term hotel type**) **residential** use by members and guests of members when accompanied by a

member, and may be occupied between April 15 and October 15 and may not be occupied between October 16 and April 14. A seasonal residence **room** may not be occupied by the same person(s) for more than 30 days in a calendar year. A seasonal residence is limited to a maximum of ~~600~~**400** square feet. Seasonal residences shall not have kitchen or cooking facilities.

Section 2.

Section 342-35 of the Code of the Village of Mamaroneck is amended as follows:

- A. **Intent. It is the expressed intent that a Membership Club in the Marine Recreation zoning district be for members of the Membership Club, that the Membership Club be managed and governed by members and that the Zoning Board of Appeals, in its sole determination, shall determine compliance, taking into account laws regulations and guidance from the Internal Revenue Service and New York State governing such entities, starting with the review of the Membership Club's IRS 990 filing and supplemental information provided by each Membership Club.**
- B. Permitted principal uses. ~~The following are the only principal uses permitted in MR Marine Recreation Districts:~~**is a Not-for-Profit Membership Club which is**
- ~~(1) Recreational facilities of membership clubs, such as beach, golf, country, yacht, and similar clubs, whether or not they are wholly contained within buildings, including:~~
 - ~~(a) Tennis courts, paddle tennis courts, swimming pools, beaches, facilities for docking, mooring and launching boats, basketball courts and other similar outdoor recreation uses (in accordance with any applicable local, county, state or federal laws);~~
 - ~~(b) Boathouses, gymnasiums, cabanas, health and fitness facilities, racquetball courts, squash courts and other similar types of recreational facilities;~~ **organized and operates in full compliance with the requirements of (i) Internal Revenue Code §501(c)(7) and (ii) State of New York laws and regulations governing such not-for-profit corporations/entities and has a valid special permit as provided in subsection D,**
 - ~~(2) which may include a A principal clubhouse with activities and spaces customarily included within a membership club's principal clubhouse structure, such as~~ **where members of the Membership Club can socialize and entertain their guests in meeting rooms, lounges, reception areas, game rooms, libraries, dining and bar bathroom facilities and including, together with bathroom facilities, incidental minor storage spaces, coat rooms, kitchen and pantry areas, but not including dining, entertainment and bar facilities, residential uses with no more than 10 temporary seasonal residence rooms, and any associated administrative offices or**

maintenance and storage facilities **supporting Membership Club operations.**

C. Permitted accessory uses. The following accessory uses are permitted in MR Marine Recreation Districts only in conjunction with a principal permitted use:

- ~~(1) Any accessory buildings or accessory use permitted in a residential district, except excluding professional offices, non-club offices, non-club business activities, studios and customary home occupations.~~
- ~~(2) Dining, entertainment, and bar facilities, not to exceed 40% of the square footage of the principal clubhouse structure; however, kitchen facilities and outdoor, seasonal, unenclosed facilities shall not be included in calculating the percentage of dining, entertainment, or bar facilities, and this provision shall not apply to any clubhouse or principal structure which does not exceed 2,500 square feet.~~
- ~~(3) Club administrative offices, locker rooms, maintenance facilities, storage buildings and laundry facilities necessary for club operations, boat storage, dock master and guard houses, cart storage, fuel and oil sales to members and guests only, facilities for pumping out of marine holding tanks, facilities for waste oil collection and other similar types of club support facilities.~~
Recreational facilities, including buildings, such as beach, golf, tennis, racquetball, squash courts and other sports courts, swimming pools, cabanas, gymnasiums and in-water and upland boat facilities.
- ~~(4) Residences Accessory residential facilities only for full-time, including full-time caretakers and staff during the time of their employment workers employed by the Membership Club.~~
- ~~(5) Seasonal residences for club members and their guests. The maximum number of seasonal residences permitted at any membership club is 12.~~
- ~~(6) Day camps, sports and educational programs (not including schools) for members.~~
- ~~(7) Fences, walls or retaining walls pursuant to § 342-14, except that fences of not less than 3/4 open construction shall be permitted up to not more than 12 feet in height around tennis athletic courts and other similar facilities.~~
- ~~(8) Other accessory buildings and accessory uses customarily incidental to the principal club use of the premises.~~
Membership Club use of the premises.
- (5) Outdoor dining facilities such as grills, bars and dining areas.**
- (6) Any accessory use permitted in a residential district except for professional offices and customary home occupations. Living quarters, apartments or residences for members, guests and/or owners, other than seasonal residence rooms described above, are prohibited.**
- ~~(9) Nonmember events:~~
 - ~~(a) Any club which intends to conduct events or activities that are not restricted to members only or that are not hosted or financially~~

~~guaranteed by a member (to be known as “nonmember events”) must first obtain a special permit from the Zoning Board of Appeals in accordance with the procedures set forth in Article X. Such special permit shall be for periods of no more than three years, at which time an application for renewal must be made, except that an application for a new special permit must be submitted upon a change or addition to the existing accessory uses. In order to obtain or renew a special permit, there must be a showing that, in addition to compliance with all applicable provisions of Article X and all other requirements of the Zoning Code, not more than 20% of the events or activities of any one of the foregoing accessory uses, in any calendar year, have been nonmember events. Upon application for renewal of any special permit, each club must demonstrate that, in addition to all other requirements, it has complied with any other conditions previously established by the Zoning Board of Appeals. A special permit to conduct nonmember events issued pursuant to this subsection shall apply to the entirety of the club property notwithstanding that a portion of such property extends beyond the MR Zoning District into an adjoining residential zoning district.~~

- ~~(b) In addition to all other requirements, any club which holds a special permit shall annually file a copy of Internal Revenue Service Forms 990 and 990T with the Clerk-Treasurer of the Village.~~

D. Conditions.

- (1) Membership Clubs shall be required to obtain a special permit from the Zoning Board of Appeals valid for a period of three years which may permit the Membership Club to conduct non-member events. The Zoning Board of Appeals shall be authorized to request documentation substantiating the Membership Club’s on-going status as a not-for-profit Membership Club.**
 - (a) The special permit shall automatically be voided upon the failure of the Membership Club holding such special permit to either (i) continue to be a Membership Club or (ii) comply with the filing requirements set forth in paragraph 2 of this subsection of §342-35.**
 - (b) A special permit may allow a Membership Club to conduct non-member events only if both (i) total revenue received by the Membership Club from nonmember events or activities of such accessory use is less than 20% of the total aggregate revenue received by such membership Club from all the events or activities of such accessory use and (ii) the total number of nonmember events or activities of such accessory use is less than 20% of the total number of such events or activities of such accessory use. The Membership Club must demonstrate, prior to the granting of any special permit permitting non-member events, and at any other time as may be requested by the Zoning Board of Appeals, with**

such documentation as may be requested by the Zoning Board of Appeals, that the restrictions described above with respect to non-member events have been satisfied.

- (i) A “nonmember event or activity” is any event or activity conducted at a Membership Club that is not a member event or activity. A “member event or activity” conducted at a Membership Club is any event or activity with respect to which a bona fide member of the Membership Club is present during the event or activity and the bona fide member is fully financially responsible for the event or activity. A “bona fide member” is an individual who was a member of the Membership Club for at least six consecutive months prior to entering into any agreement or obligation regarding the event or activity, did not become a member of the Membership Club solely in connection with the event or activity and is expected to, and does, avail himself or herself of membership privileges after the event or activity.
 - (c) The Zoning Board of Appeals shall have the right to impose any reasonable conditions it deems appropriate to meet the spirit of the Village Code including the quality of life for adjacent neighbors and nearby neighborhoods.
- (2) To maintain its special permit, each Membership Club shall annually file with the Village Clerk Internal Revenue Service Forms 990 and 990T (Form 990EZ is not acceptable) and the corresponding forms required by the New York State Department of Taxation and Finance concurrently with the filing with the Internal Revenue Service and the New York State Department of Taxation and Finance. The Zoning Board of Appeals shall review the forms annually to confirm that the Membership Club is operating within the zoning parameters. Failure to file the forms within 30 days of filing with the Internal Revenue Service and the New York State Department of Taxation and Finance shall automatically void the previously issued special permit. A Membership Club may apply for a new special permit to the Zoning Board of Appeals but may not undertake any activities for which a special permit is required until such time as a special permit is granted by the Zoning Board of Appeals.
- (3) No commercial activity of any kind shall be allowed by the Membership Club or any other person or entity within the MR Marine Recreation Districts. Non-member income must fall below the Internal Revenue Service thresholds applicable to membership clubs or the special permit shall be automatically voided.
- (4) Failure to maintain not-for-profit status with Internal Revenue Service or the State of New York shall result in automatic voiding of the special permit.

(5) Outside speakers and amplification are prohibited after 10:00pm.

E. Prohibited activities.

- (1) No nonmember event may commence prior to 8:00 a.m.
- (2) No event or activity commenced Sunday through Thursday may continue after ~~midnight~~**10:00 p.m.**, and no event commenced on a Friday, Saturday or the day before a legal holiday may continue after ~~2:00 a.m.~~ **12:00 midnight.**

Section 3.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 4.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 5.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.villageofmamaroneck.org>

OFFICE OF
DANIEL J. SARNOFF
ACTING VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

JULY 17, 2017

ITEM 4F – AGENDA REGULAR MEETING

RESOLUTION RE:

**SCHEDULING A PUBLIC HEARING ON PLL Q-2017 REGARDING MEMBERSHIP CLUBS IN
THE MARINE RECREATION DISTRICT**

RESOLVED, that a Public Hearing on Proposed Local Law Q-2017 be and is hereby scheduled for September 11, 2017 at 7:30 p.m. at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York.

BE IT FURTHER RESOLVED, that the Board of Trustees refers the Proposed Local Law together with an EAF and CAF to the Harbor and Coastal Zone Management Commission for a recommendation on consistency with the LWRP and to the Village Planning Board and Zoning Board of Appeals for review and recommendation.

BE IT FURTHER RESOLVED, that pursuant to Section 342-99 of the Village Code, notice of the hearing shall be provided by 1. published legal notice in the official newspaper, 2. publication on the Village website, 3. circulation of notice by Village News e-mail notification, and 4. by posting prominently in six (6) conspicuous locations in the Village.

**VILLAGE OF MAMARONECK
HARBOR & COASTAL ZONE MANAGEMENT
COMMISSION APPLICATION**

HCZM meets on the third Wednesday of the month, 7:30PM, Village Hall Courtroom, 169 Mt. Pleasant Ave.

**Local Waterfront Revitalization Program
Coastal Assessment Form**

I. INSTRUCTIONS (please print or type all answers)

For Type I and unlisted actions, the Harbor and Coastal Zone Management Commission shall determine whether the actions are consistent, to the maximum extent practicable, with the policies of the Village of Mamaroneck Local Waterfront Revitalization Program.

For Type II actions, the lead agency shall determine whether the actions are consistent, to the maximum extent practicable, with the policies of the Village of Mamaroneck Local Waterfront Revitalization Program.

For direct agency actions, the agency shall complete, and for approval of an action, the agency shall cause the applicant to complete, a coastal assessment form (CAF). The CAF shall be completed prior to the agency's determination of the environmental significance pursuant to the State Environmental Quality Review Act.

Where any question on the CAF is answered "yes", a brief and precise description of the nature and extent of the action shall be provided on the CAF, and a copy of the CAF shall be forwarded to the Harbor and Coastal Zone Management Commission.

Please classify/determine if your application is Type I, Type II or Unlisted under SEQRA.

- ☐ **Type I:** An action which is likely to have a significant adverse impact on the environment.
- ☐ **Type II:** An action which will not have a significant adverse impact on the environment.
- ☒ **Unlisted:** An action which does not exceed the thresholds for Type I.

For further information, please see <http://www.dec.state.ny.us/website/dcs/seqr>.

II. 15 copies of the application and supporting documents should be submitted to the Building Dept. for review by the Bldg. Inspector to place on the HCZM Agenda and must comply with the Notification Law. Applications will not be reviewed unless all relevant materials are submitted.

- ☒ Short Environmental Assessment Form (for Unlisted actions only)
- ☐ Full Environmental Assessment Form (if Type I action)
- ☐ Construction drawing plans certified and signed by an architect or engineer licensed by the State of New York
- ☐ Topographical survey by a licensed land surveyor dated within one year

- ☐ w/FEMA lines
- ☐ Completed Building Permit Application
- ☐ Elevation Certificate showing compliance with FEMA by a licensed architect or engineer licensed by the State of New York.
- ☐ Soil Erosion Mitigation Plan - See Building Department for details
- ☐ Storm Water Management Plan - See Building Department for details
- ☐ If Perimeter permit is required, proof of compliance with LL 4-2006 Section 1 (F)
- ☒ Coastal Assessment Form

III. Has this property come before this commission or a former Harbor & Coastal Zone Management Commission in the past 3 years? If so, when? No

IV. **It is the applicant's obligation to determine whether permitting is required** by any state/federal agencies including but not limited to the Department of State Dept. of Environmental Conservation, NY State Army Corp of Engineers or Federal Consistency Review.

II. DESCRIPTION OF PROPOSED ACTION

A. Type of Action – is action a direct agency action (an action planned and proposed for implementation by the Village of Mamaroneck) or does it involve the application for an approval or permit to be granted by a Village agency? Check one:

1. Direct Agency Action ☒
2. Application for an Approval ☐

If this is an Application for an Approval or Permit, identify which board or commission has the permit authority? [Click here to enter text.](#)

B. Describe nature and extent of proposed activity:

The proposed action amends the zoning code of the Village of Mamaroneck in relation to membership clubs. The action adds additional requirements to the definition of membership including the need adhere to the regulations outlined by the Internal Revenue Code §501(c)(7) and the applicable rules and regulations of the State of New York. The action also creates additional conditions with respect to membership and member events. The new conditions require that members did not become members in connection with a member event, and have established their membership at least three months prior to the event. The action further amends the definition of coverage to be more restrictive in relation to garages and sports courts. The express intent of the action is that a membership club in the Marine Recreation zoning district be for members.

C. Location of proposed activity (include street or site description): The Marine Recreation Zoning District

D. If an application for the proposed action has been filed with the agency, the following information shall be provided:

a.) Name of Applicant: Village of Mamaroneck

b.) Mailing Address: Village Hall at the Regatta, 123 Mamaroneck Ave, Mamaroneck NY, 10543

c.) Telephone Number: Area Code 914-777-7703

The foregoing is affirmed by Gregory Cutler Date: 6/23/2017

3. Will the action to be directly undertaken, require funding or approval by either a state or federal agency? No ☒ Yes ☐

If yes, which state or federal agency? [Click here to enter text.](#)

III. Coastal Assessment Form (Check either "Yes" or "No" for each of the following questions).
(See Chapter 342 of the Village code for additional information.)

A. Will the proposed action be located in, or contiguous to, or to have a significant effect upon any of the resource areas identified in the Local Waterfront Revitalization Program?

	(Check)	<u>Yes</u>	or	<u>No</u>
1. Significant fish/ wildlife habitats (7, 7a, 44)	<input checked="" type="checkbox"/>			<input type="checkbox"/>
2. Flood Hazard Areas (11, 12, 17)	<input checked="" type="checkbox"/>			<input type="checkbox"/>
3. Tidal or Freshwater Wetland (44)	<input checked="" type="checkbox"/>			<input type="checkbox"/>
4. Scenic Resource (25)	<input checked="" type="checkbox"/>			<input type="checkbox"/>
5. Critical Environmental Areas (7, 7a, 8, 44)	<input checked="" type="checkbox"/>			<input type="checkbox"/>
6. Structures, sites or sites districts of historic, Archeological or cultural significance (23)	<input checked="" type="checkbox"/>			<input type="checkbox"/>

B. Will the proposed action have a significant effect on any of the following?

1. Commercial or recreational use of the fish and wildlife resource (9, 10)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Development of the future or existing water-dependent uses (2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Land and water uses (2, 4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Existing or potential public recreation opportunities (2, 3)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- | | | |
|---|--------------------------|-------------------------------------|
| 5. Large physical change to a site within the coastal area which will require the preparation of an environmental impact statement (11, 13, 17, 19, 22, 25, 37, 38) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Physical alteration of one or more areas of land along the shoreline, land under water or coastal waters (2, 4, 11, 12, 17, 20, 28, 35,44) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Physical alteration of three or more acres of land located elsewhere in the coastal area (11, 12, 17, 33, 37, 38) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Sale or change in use of state-owned lands, located under water (2, 4, 19, 20, 21) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Revitalization/redevelopment of deteriorated or underutilized waterfront site (1) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Reduction of existing or potential public access to or along coastal waters (19, 20) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Excavation or dredging activities or the placement of fill materials in coastal waters of Mamaroneck (35) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Discharge of toxic, hazardous substances, or other pollutants into coastal waters of Mamaroneck (34, 35, 36) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Draining of storm water runoff either directly into coastal waters of Mamaroneck or into any river or tributary which empties into them (33, 37) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Transport, storage, treatment or disposal of solid waste or hazardous materials (36, 39) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Development affecting a natural feature which provides protection against flooding or erosion (12) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|
C. Will the proposed activity require any of the following: | | |
| 1. Waterfront site (2, 4, 6, 19, 20, 21, 22) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Construction or reconstruction of a flood or erosion control structure (13, 14) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

V. Remarks or Additional Information:

The action is intended to strengthen existing definitions and conditions with respect to membership clubs and will have no adverse impacts on the physical, spatial or ecological environments. While areas within the MR zone are contiguous to or directly within identified coastal resources including floodplains, critical environmental areas, identified areas of historical and cultural importance and significant fish and wildlife habitats, the proposed legislation is not expected to impact these areas.

Preparer's Signature: Gregory Cutler

Date: 9/8/17

Preparer's Name/Title: Gregory Cutler - Village Planner

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

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

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input 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	
16. Is the project site located in the 100 year flood plain?	NO	YES	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, 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	NO	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
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
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
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

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?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
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?		
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?		
7. Will the proposed action impact existing: a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

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)

Narrative Description of Proposed Action

The proposed action is a local law (PLL-Q-2017) amending the Code of the Village of Mamaroneck in relation to the definitions and conditions outlined in chapter 342-3 and 342-35 with respect to the Marine Recreation zoning district. The action adds additional requirements to the definition of membership including the need to adhere to regulations outline by the Internal Revenue Code §501(c)(7) and the applicable rules and regulations of the State of New York. The action also creates additional conditions with respect to membership and member events in an effort to ensure member events are expressly for members.

As it relates to environmental impacts there is no apparent connection between the legislation and any significant adverse environmental impacts. The action is intended to strengthen existing definitions and conditions with respect to membership clubs and will have no adverse impacts on the physical, spatial or ecological environments.

Village of Mamaroneck, NY

Item Title: Public Hearing on PLL-V 2017 – A Proposed Local Law Amending Chapter 342 Of The Village Code (Zoning) Regarding The Official Zoning Map Of The Village Of Mamaroneck

Item Summary: Public Hearing on PLL-V 2017 – A Proposed Local Law Amending Chapter 342 Of The Village Code (Zoning) Regarding The Official Zoning Map Of The Village Of Mamaroneck

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 4A

Cover Memo

PLL V re amendng zoning map

Cover Memo

ZoningMapDraft_9-27

Cover Memo

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

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OFFICE OF
ROBERT YAMUDER
VILLAGE MANAGER

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SEPTEMBER 25, 2017

ITEM 4A – AGENDA REGULAR MEETING

RESOLUTION RE:

**SCHEDULING A PUBLIC HEARING ON PLL-V 2017 – A PROPOSED LOCAL LAW AMENDING
CHAPTER 342 OF THE VILLAGE CODE (ZONING) REGARDING THE OFFICIAL ZONING MAP
OF THE VILLAGE OF MAMARONECK**

A PROPOSED LOCAL LAW regarding the official zoning map of the Village of Mamaroneck having been duly introduced by a member of the Board of Trustees, it is

RESOLVED that pursuant to 6 NYCRR § 617.5(c)(19) the adoption of the proposed local law is a Type II action under the New York State Environmental Quality Review Act (SEQRA) requiring no further environmental review; and be it further

RESOLVED that a public hearing on Proposed Local Law V of 2017 in accordance with Municipal Home Rule Law § 20 be held on October 10, 2017 at 7:30 p.m. at the municipal building, located at 169 Mount Pleasant Avenue, Mamaroneck, New York.

PROPOSED LOCAL LAW V – 2017

A Proposed Local Law to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding the official zoning map of the Village of Mamaroneck

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

*(Language in strike-through ~~as defined~~ to be deleted; language in **bold** is to be added)*

Section 1.

Chapter 342-6 of the Code of the Village of Mamaroneck is amended as follows:

§ 342-6 Zoning Map.

The boundaries of said districts are hereby established as shown on the Zoning Map, Village of Mamaroneck, dated ~~March 6, 2015~~ **September 25, 2017**, as may be subsequently amended, which is hereby adopted and made a part of this chapter. ~~Said Map~~ **The zoning map**, indicating the latest amendments, shall be kept up-to-date in the offices of the ~~Director of Building, Code Enforcement and Land Use Administration~~ **Building Department** for the use of the public.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck, New York

Date Adopted: September 25, 2017

Revision	Date

DRAFT

DRAFT

Town of Mamaroneck

Rye

Zoning Districts

- TOD Transit Oriented Development Overlay
- HISO Harbor Island Scenic Overlay
- R-20 Single-Family Residential 20,000 SF Lots
- R-15 Single-Family Residential 15,000 SF Lots
- R-10 Single-Family Residential 10,000 SF Lots
- R-7.5 Single-Family Residential 7,500 SF Lots
- R-6 Single-Family Residential 6,000 SF Lots
- R-5 Single-Family Residential 5,000 SF Lots
- R-2F One and Two Family Residential
- RM/SC Multiple Residence / Senior Citizen Housing
- R-4F/P One to Four Family Residential/ Parking
- R-4F One to Four Family Residential
- RM-1 Multiple Residence
- RM-2 Multiple Residence
- RM-3 Multiple Residence
- C-1 General Commercial
- C-2 Central Commercial
- M-1 Manufacturing
- MC-1 General Marine - Commercial
- MC-2 General Marine - Commercial
- MR Marine Recreation
- P Parking
- PB Parkland
- C-1/RM-2 General Commercial/ Multiple Residence
- R-6/O-1 Single-Family Residential 6,000 SF Lots/ Office
- R-5/O-1 Single-Family Residential 5,000 SF Lots/ Office
- RM-1/P Multiple Residence/ Parking
- R-5/ P Single-Family Residential 5,000 SF Lots/Parking



Official Zoning Map

Map prepared by
Greg Cutler,
Village Planner

Village of Mamaroneck, NY

Item Title: Public Hearing on PLL-S (formerly PLL K) - Amending Chapter 342-38 of the Village Code (Zoning) To Eliminate Note 4 from the Schedule of Minimum Requirements for Nonresidential Districts

Item Summary: Public Hearing on PLL S-2017 (formerly PLL K) - Amending Chapter 342-38 of the Village Code (Zoning) To Eliminate Note 4 from the Schedule of Minimum Requirements for Nonresidential Districts

Fiscal Impact:

ATTACHMENTS:

Description

Public Hearing Notice
PROPOSED LOCAL LAW K - 2017
4B

Type

Cover Memo
Cover Memo
Cover Memo

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Board of Trustees of the Village of Mamaroneck on the 14th day of August, 2017 at 7:30 p.m., or as soon thereafter as all parties can be heard, at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York, to consider Proposed Local Law K-2017 – to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding the schedule of minimum requirements for nonresidential districts.

PLEASE TAKE FURTHER NOTICE that a copy of the Proposed Local Law K-2017 is on file with the Clerk-Treasurer of the Village of Mamaroneck and on the Village of Mamaroneck website.

PLEASE TAKE FURTHER NOTICE that at said public hearing, all persons interested will be given an opportunity to be heard.

BY ORDER OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF MAMARONECK, NEW YORK

Agostino A. Fusco
Clerk-Treasurer

Dated: July 25, 2017

PROPOSED LOCAL LAW K - 2017

A Proposed Local Law to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding the schedule of minimum requirements for nonresidential districts

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

*(Language in strike-through ~~abedefghijk~~ to be deleted; language in **bold** is to be added)*

Section 1.

The Schedule of Minimum Requirements for Nonresidential Districts,” as established by section 342-38 of the Code of the Village of Mamaroneck, is amended by deleting note 4.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.villageofmamaroneck.org>

OFFICE OF
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VILLAGE MANAGER

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Fax (914) 777-7760

JULY 17, 2017

ITEM 4B – AGENDA REGULAR MEETING

RESOLUTION RE:

**CALLING FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW K-2017 – AMENDING
CHAPTER 342 – “ZONING” AS IT RELATES TO THE SCHEDULE OF MINIMUM
REQUIREMENTS FOR NONRESIDENTIAL DISTRICTS**

RESOLVED, that the Board of Trustees herein schedules a public hearing to be held on August 14, 2017 at 7:30 p.m. at the Court Room at 169 Mount Pleasant Avenue, Mamaroneck, NY to hear comments on Proposed Local Law K-2017 to amend Chapter 342-38 of the Village Code, “Zoning” as it relates to deleting Note 4 to the Schedule for Minimum Requirements for Nonresidential districts; and be it further

BE IT FURTHER RESOLVED, that pursuant to Section 342-99 of the Village Code, notice of the hearing shall be provided by 1. published legal notice in the official newspaper, 2. publication on the Village website, 3. circulation of notice by Village News e-mail notification, and 4. by posting prominently in six (6) conspicuous locations in the Village.

BE IT FURTHER RESOLVED, that the Village Clerk-Treasurer is hereby directed to publish notice of said hearing pursuant to Village Law.

Village of Mamaroneck, NY

Item Title: Public Hearing on PLL-T (formerly PLL-M) - Amending Chapter 342-27 of the Village Code (Zoning) To Eliminate Note 12 from the Schedule of Minimum Requirements for Residential Districts

Item Summary: Public Hearing on PLL-T (formerly PLL-M) - Amending Chapter 342-27 of the Village Code (Zoning) To Eliminate Note 12 from the Schedule of Minimum Requirements for Residential Districts

Fiscal Impact:

ATTACHMENTS:

Description

Public Hearing Notice

PROPOSED LOCAL LAW M - 2017

4C

Type

Cover Memo

Cover Memo

Cover Memo

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Board of Trustees of the Village of Mamaroneck on the 14th day of August, 2017 at 7:30 p.m., or as soon thereafter as all parties can be heard, at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York, to consider Proposed Local Law M-2017 – to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding the schedule of minimum requirements for residential districts.

PLEASE TAKE FURTHER NOTICE that a copy of the Proposed Local Law M-2017 is on file with the Clerk-Treasurer of the Village of Mamaroneck and on the Village of Mamaroneck website.

PLEASE TAKE FURTHER NOTICE that at said public hearing, all persons interested will be given an opportunity to be heard.

BY ORDER OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF MAMARONECK, NEW YORK

Agostino A. Fusco
Clerk-Treasurer

Dated: July 25, 2017

PROPOSED LOCAL LAW M - 2017

A Proposed Local Law to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding the schedule of minimum requirements for residential districts

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

*(Language in strike-through ~~abedefghijk~~ to be deleted; language in **bold** is to be added)*

Section 1.

The Schedule of Minimum Requirements for Residential Districts,” as established by section 342-27 of the Code of the Village of Mamaroneck, is amended by deleting note 12.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of



Mamaroneck

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JULY 17, 2017

ITEM 4C – AGENDA REGULAR MEETING

RESOLUTION RE:

**CALLING FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW M-2017 – AMENDING
CHAPTER 342 – “ZONING” AS IT RELATES TO THE SCHEDULE OF MINIMUM
REQUIREMENTS FOR RESIDENTIAL DISTRICTS**

RESOLVED, that the Board of Trustees herein schedules a public hearing to be held on August 14, 2017 at 7:30 p.m. at the Court Room at 169 Mount Pleasant Avenue, Mamaroneck, NY to hear comments on Proposed Local Law M-2017 to amend Chapter 342-27 of the Village Code, “Zoning” as it relates to deleting Note 12 to the Schedule for Minimum Requirements for Residential districts; and be it further

BE IT FURTHER RESOLVED, that pursuant to Section 342-99 of the Village Code, notice of the hearing shall be provided by 1. published legal notice in the official newspaper, 2. publication on the Village website, 3. circulation of notice by Village News e-mail notification, and 4. by posting prominently in six (6) conspicuous locations in the Village.

BE IT FURTHER RESOLVED, that the Village Clerk-Treasurer is hereby directed to publish notice of said hearing pursuant to Village Law.

Village of Mamaroneck, NY

Item Title: Public Hearing on PLL-U (formerly PLL-N) - Amending Chapter 342-100 of the Village Code (Zoning) Regarding Notice to Adjacent Municipalities

Item Summary: Public Hearing on PLL-U (formerly PLL-N) - Amending Chapter 342-100 of the Village Code (Zoning) Regarding Notice to Adjacent Municipalities

Fiscal Impact:

ATTACHMENTS:

Description

Public Hearing Notice
PROPOSED LOCAL LAW N- 2017
4D

Type

Cover Memo
Cover Memo
Cover Memo

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Board of Trustees of the Village of Mamaroneck on the 14th day of August, 2017 at 7:30 p.m., or as soon thereafter as all parties can be heard, at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York, to consider Proposed Local Law N-2017 – to amend Chapter 342 of the Code of the Village of Mamaroneck (Zoning) regarding notice to adjacent municipalities.

PLEASE TAKE FURTHER NOTICE that a copy of the Proposed Local Law N-2017 is on file with the Clerk-Treasurer of the Village of Mamaroneck and on the Village of Mamaroneck website.

PLEASE TAKE FURTHER NOTICE that at said public hearing, all persons interested will be given an opportunity to be heard.

BY ORDER OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF MAMARONECK, NEW YORK

Agostino A. Fusco
Clerk-Treasurer

Dated: July 25, 2017

PROPOSED LOCAL LAW N- 2017

A Proposed Local Law to amend Chapter 342 of the Code of the Village of Mamaroneck
(Zoning) regarding notice to adjacent municipalities

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

*(Language in strike-through ~~as defined~~ to be deleted; language in **bold** is to be added)*

Section 1.

Section 342-100 of the Code of the Village of Mamaroneck is amended as follows:

§ 342-100. Notice to adjacent municipality **or other governmental agency**.

Should state or county law require that notice be sent to an adjoining municipality or to any other governmental agency, the Village Clerk shall transmit ~~to the Municipal Clerk of such other municipality or the Secretary of such other governmental agency~~ a copy of the official notice of the public hearing thereon ~~not later than the day after such notice appears in the official newspaper of the Village~~ **to the adjoining municipality or other governmental agency in the manner and within the time required by such state or county law.**

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of



Mamaroneck

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JULY 17, 2017

ITEM 4D – AGENDA REGULAR MEETING

RESOLUTION RE:

**CALLING FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW N-2017 – AMENDING
CHAPTER 342 – “ZONING” AS IT RELATES TO PROVIDING NOTICE TO ADJACENT
MUNICIPALITIES AND GOVERNMENT AGENCIES**

RESOLVED, that the Board of Trustees herein schedules a public hearing to be held on August 14, 2017, 2017 at 7:30 p.m. at the Court Room at 169 Mount Pleasant Avenue, Mamaroneck, NY to hear comments on Proposed Local Law N-2017 to amend Chapter 342-100 of the Village Code, “Zoning” as it relates to noticing requirements to be made to adjacent municipalities and other governmental agencies; and be it further

BE IT FURTHER RESOLVED, that pursuant to Section 342-99 of the Village Code, notice of the hearing shall be provided by 1. published legal notice in the official newspaper, 2. publication on the Village website, 3. circulation of notice by Village News e-mail notification, and 4. by posting prominently in six (6) conspicuous locations in the Village.

BE IT FURTHER RESOLVED, that the Village Clerk-Treasurer is hereby directed to publish notice of said hearing pursuant to Village Law.

Village of Mamaroneck, NY

Item Title: Abstract of Audited Vouchers - Manual

Item Summary: Abstract of Audited Vouchers - Manual

Fiscal Impact:

ATTACHMENTS:

Description

Abstract Manual

Type

Cover Memo

Date Prepared: 10/06/2017 11:31 AM

Report Date: 10/06/2017

Account Table:

Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0

Page 7 of 7

Prepared By: HLANGERFELD

Fiscal Year: 2018 Period From: 1 To: 12 Pay Due Date 10/10/2017 To: 10/10/2017

Account No.	Vendor Name								Enc.	Expense	
Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Amount	Amount

VILLAGE OF MAMARONECK ABSTRACT OF AUDITED VOUCHERS

DATE: 10/10/17 AMOUNT \$97,057.72 (manual)

TO CLERK TREASURER: I HEREBY CERTIFY THAT THE VOUCHERS LISTED WERE AUDITED BY THE VILLAGE MANAGER AND APPROVED IN THE AMOUNTS SHOWN BELOW BY THE BOARD OF TRUSTEES. YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY EACH OF THE CLAIMANTS THE AMOUNTS AS APPROVED.

NORMAN S. ROSENBLUM, MAYOR _____

Date Prepared: 10/06/2017 11:31 AM

Report Date: 10/06/2017

Account Table:

Alt. Sort Table:

VILLAGE OF MAMARONECK

AP GL Distribution Report

PUR4130 1.0

Page 1 of 7

Prepared By: HLANGERFELD

Fiscal Year: 2018 Period From: 1 To: 12 Pay Due Date 10/10/2017 To: 10/10/2017

Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
Dept 0000											
A.0000.3825.0001											
UTILITY REC NYPA - HEALTH CENTER											
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	349.66
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	401.99
Total A.0000.3825.0001										0.00	751.65
A.0000.3825.0002											
UTILITY REC NYPA - LIBRARY DISTRICT											
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	7,031.93
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	7,844.89
Total A.0000.3825.0002										0.00	14,876.82
A.0000.3825.0003											
UTILITY REC NYPA - EMELIN THEATRE											
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	2,315.87
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	2,429.59
Total A.0000.3825.0003										0.00	4,745.46
A.0000.4401											
DUE FROM AMBULANCE DIST.											
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	548.51
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	567.86
Total A.0000.4401										0.00	1,116.37
Total Dept 0000										0.00	21,490.30
Dept 1620											
PUBLIC SAFETY BUILDING											
A.1620.0416											
UTILITIES- ELECTRIC											
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	3,422.96
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	3,150.59
Total A.1620.0416										0.00	6,573.55
Total Dept 1620										0.00	6,573.55

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A											
Dept 1621											
A.1621.0416											
UTILITIES- ELECTRIC											
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	1,110.82
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20/08/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	1,249.62
Total A.1621.0416										0.00	2,360.44
Total Dept 1621											
Dept 1640											
A.1640.0416											
UTILITIES- ELECTRIC											
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20/08/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	2,762.42
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	2,578.43
Total A.1640.0416										0.00	5,340.85
Total Dept 1640											
Dept 1650											
A.1650.0421											
CONTRACT SERVICES											
55581494		02005	10356	0000010282	BCM ONE CK # 10356 AUG :09/22/2017 10/10/2017 INV. # 988362 8/1-8/31/17 CHGS. FOR VAR LOCATIONS				5	0.00	2,924.74
Total A.1650.0421										0.00	2,924.74
Total Dept 1650											
Dept 3120											
A.3120.0419											
UTILITIES - TELEPHONE											
55581494		02005	10356	0000010282	BCM ONE CK # 10356 AUG :09/22/2017 10/10/2017 INV. # 988362 8/1-8/31/17 CHGS. FOR VAR LOCATIONS				5	0.00	4,479.20
Total A.3120.0419										0.00	4,479.20
Total Dept 3120											
Dept 3310											
A.3310.0418											
TRAFFIC LIGHTING											
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20/08/22/2017 10/10/2017				5	0.00	911.99

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A					GENERAL FUND						
Dept 3310					TRAFFIC CONTROL						
A.3310.0418					TRAFFIC LIGHTING						
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162 NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	927.34
Total A.3310.0418					TRAFFIC LIGHTING					0.00	1,839.33
Total Dept 3310					TRAFFIC CONTROL					0.00	1,839.33
Dept 3410					FIRE DEPARTMENT						
A.3410.0416					UTILITIES- ELECTRIC						
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20 08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	7,548.99
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	6,821.25
Total A.3410.0416					UTILITIES- ELECTRIC					0.00	14,370.24
A.3410.0419					UTILITIES - TELEPHONE						
55581494		02005	10356	0000010282	BCM ONE CK # 10356 AUG :09/22/2017 10/10/2017 INV. # 988362 8/1-8/31/17 CHGS. FOR VAR LOCATIONS				5	0.00	1,700.87
Total A.3410.0419					UTILITIES - TELEPHONE					0.00	1,700.87
Total Dept 3410					FIRE DEPARTMENT					0.00	16,071.11
Dept 3621					ELECTRICAL DEPARTMENT						
A.3621.0416					UTILITIES- ELECTRIC						
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20 08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	122.58
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054				5	0.00	107.47
Total A.3621.0416					UTILITIES- ELECTRIC					0.00	230.05
Total Dept 3621					ELECTRICAL DEPARTMENT					0.00	230.05
Dept 5182					STREET LIGHTING						
A.5182.0417					UTILITIES - STREET LIGHTS						
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20 08/22/2017 10/10/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162				5	0.00	9,144.77
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017				5	0.00	10,174.27

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A					GENERAL FUND						
Dept 5182					STREET LIGHTING						
A.5182.0417					UTILITIES - STREET LIGHTS						
					NEW YORK POWER AUTHORITY						
					MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054						
Total A.5182.0417					UTILITIES - STREET LIGHTS					0.00	19,319.04
Total Dept 5182					STREET LIGHTING					0.00	19,319.04
Dept 5650					OFF STREET PARKING						
A.5650.0416					UTILITIES- ELECTRIC						
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017				5	0.00	391.90
					MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054						
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017				5	0.00	427.46
					MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162						
Total A.5650.0416					UTILITIES- ELECTRIC					0.00	819.36
Total Dept 5650					OFF STREET PARKING					0.00	819.36
Dept 6410					PUBLICITY						
A.6410.0416					UTILITIES- ELECTRIC						
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017				5	0.00	3.69
					MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162						
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017				5	0.00	3.88
					MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054						
Total A.6410.0416					UTILITIES- ELECTRIC					0.00	7.57
Total Dept 6410					PUBLICITY					0.00	7.57
Dept 7110					PARKS DEPARTMENT						
A.7110.0416					UTILITIES- ELECTRIC						
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 2(08/22/2017 10/10/2017				5	0.00	5,072.84
					MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162						
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 10/10/2017				5	0.00	4,277.26
					MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054						
Total A.7110.0416					UTILITIES- ELECTRIC					0.00	9,350.10
Total Dept 7110					PARKS DEPARTMENT					0.00	9,350.10
Dept 7142					LEAGUES						

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A					GENERAL FUND						
Dept 7142					LEAGUES						
A.7142.0416					LANZA FIELD LIGHTS						
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054		10/10/2017		5	0.00	2.883.12
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20/08/22/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162		10/10/2017		5	0.00	2.877.53
Total A.7142.0416					LANZA FIELD LIGHTS					0.00	5,760.65
Total Dept 7142					LEAGUES					0.00	5,760.65
Dept 7230					MARINA & DOCKS						
A.7230.0421					CONTRACT SERVICES						
55581494		02005	10356	0000010282	BCM ONE CK # 10356 AUG 09/22/2017 INV. # 988362 8/1-8/31/17 CHGS. FOR VAR LOCATIONS		10/10/2017		5	0.00	106.23
Total A.7230.0421					CONTRACT SERVICES					0.00	106.23
Total Dept 7230					MARINA & DOCKS					0.00	106.23
Dept 8120					SANITARY SEWER SYSTEM						
A.8120.0416					UTILITIES- ELECTRIC						
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20/08/22/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162		10/10/2017		5	0.00	11.51
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054		10/10/2017		5	0.00	10.61
Total A.8120.0416					UTILITIES- ELECTRIC					0.00	22.12
Total Dept 8120					SANITARY SEWER SYSTEM					0.00	22.12
Dept 8160					SANITATION/WASTE COLLECTION						
A.8160.0416					UTILITIES- ELECTRIC						
55581493		02005	10357	0000000078	NEW YORK POWER AUTHORITY CK @ 10357 AUG 09/22/2017 MO. ELECTRIC CHGS. FOR VAR LOCATIONS FOR AUG 2017 INV. # 6100058054		10/10/2017		5	0.00	177.04
55581492		02005	10352	0000000078	NEW YORK POWER AUTHORITY CK # 10352 JUL 20/08/22/2017 MO. ELECTRIC CHGS FOR VAR DEPTS. JULY 2017 INV. 6100057162		10/10/2017		5	0.00	186.04
Total A.8160.0416					UTILITIES- ELECTRIC					0.00	363.08
Total Dept 8160					SANITATION/WASTE COLLECTION					0.00	363.08
Total Fund A					GENERAL FUND					0.00	97,057.72

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Account No.	Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Grand Total												0.00	97,057.72

Dept. No.	Name	Enc. Amount	Exp. Amount
0000	.	0.00	21,490.30
1620	PUBLIC SAFETY BUILDING	0.00	6,573.55
1621	ADMINISTRATIVE OFFICES	0.00	2,360.44
1640	CENTRAL GARAGE	0.00	5,340.85
1650	CENTRAL COMMUNICATION SYS	0.00	2,924.74
3120	POLICE DEPT	0.00	4,479.20
3310	TRAFFIC CONTROL	0.00	1,839.33
3410	FIRE DEPARTMENT	0.00	16,071.11
3621	ELECTRICAL DEPARTMENT	0.00	230.05
5182	STREET LIGHTING	0.00	19,319.04
5650	OFF STREET PARKING	0.00	819.36
6410	PUBLICITY	0.00	7.57
7110	PARKS DEPARTMENT	0.00	9,350.10
7142	LEAGUES	0.00	5,760.65
7230	MARINA & DOCKS	0.00	106.23
8120	SANITARY SEWER SYSTEM	0.00	22.12
8160	SANITATION/WASTE COLLECTION	0.00	363.08
Grand Total:		0.00	97,057.72

Village of Mamaroneck, NY

Item Title: Abstract of Audited Vouchers

Item Summary: Abstract of Audited Vouchers

Fiscal Impact:

ATTACHMENTS:

Description

Abstract

Type

Cover Memo

Date Prepared: 10/06/2017 12:18 PM
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Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name	Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
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VILLAGE OF MAMARONECK ABSTRACT OF AUDITED VOUCHERS

DATE: 10/10/17 AMOUNT \$ 516,977.82

TO CLERK TREASURER: I HEREBY CERTIFY THAT THE VOUCHERS LISTED WERE AUDITED BY THE VILLAGE MANAGER AND APPROVED IN THE AMOUNTS SHOWN BELOW BY THE BOARD OF TRUSTEES. YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY EACH OF THE CLAIMANTS THE AMOUNTS AS APPROVED.

NORMAN S. ROSENBLUM, MAYOR _____

Account No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A					GENERAL FUND						
Dept 0000					.						
A.0000.4401					DUE FROM AMBULANCE DIST.						
55581417		02091		0000009258	GLOBAL MONTELLO GROUP CORP. DIESEL FUEL	17099085	09/25/2017	10/10/2017	5	0.00	196.08
Total A.0000.4401					DUE FROM AMBULANCE DIST.					0.00	196.08
A.0000.6900					OVERPAYTS & CLEARING A/C						
55581471		02091		0000006288	STATE COMPTROLLER VILLAGE SHARE OF FINES COLLECTED AND FEES EARNED BY THE COURT FOR AUGUST 2017	AUGUST 2017	10/10/2017	10/10/2017	5	0.00	42,230.50
Total A.0000.6900					OVERPAYTS & CLEARING A/C					0.00	42,230.50
Total Dept 0000					.					0.00	42,426.58
Dept 0170					TRANSPORTATION						
A.0170.1721					"RR"RESIDENT COMMUTER PERMITS-RESIDENT						
55581461		02091		ONETIME	AYDIN ATAM AKSU RR PERMIT # 1568 REFUND 10/3/17	RR # 1568	10/10/2017	10/10/2017	5	0.00	175.20
Total A.0170.1721					"RR"RESIDENT COMMUTER PERMITS-RESIDENT					0.00	175.20
Total Dept 0170					TRANSPORTATION					0.00	175.20
Dept 1010					BOARD OF TRUSTEES						
A.1010.0404					POSTAGE						
55581478		02091		0000009048	PURCHASE POWER POSTAGE USED 9/1-9/30/17 @ 123 MAMKAVE. FOR VAR DEPTS.	9/1-9/30/17 123 M	10/10/2017	10/10/2017	5	0.00	0.46
Total A.1010.0404					POSTAGE					0.00	0.46
A.1010.0421					CONTRACT SERVICES						
55581466		02091		0000008869	VERIZON WIRELESS MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	9792710409	10/10/2017	10/10/2017	5	0.00	278.62
55581433		02091		0000009704	ON TIME COFFEE/CITI EXPRESSO COFFEE AND COFFEE SUPPLIES	79525	10/10/2017	10/10/2017	5	0.00	20.20
Total A.1010.0421					CONTRACT SERVICES					0.00	298.82
Total Dept 1010					BOARD OF TRUSTEES					0.00	299.28
Dept 1110					VILLAGE JUSTICE						
A.1110.0120					PART-TIME SALARIES						

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A					GENERAL FUND						
Dept 1110					VILLAGE JUSTICE						
A.1110.0120					PART-TIME SALARIES						
55581375		02091		0000007457	ACCT TEMPS J ANDERSON 9/08/2017	49177384	10/10/2017	10/10/2017	5	0.00	707.00
55581374		02091		0000007457	ACCT TEMPS J. ANDERSON 09/15/2017	49216399	10/10/2017	10/10/2017	5	0.00	845.88
55581376		02091		0000007457	ACCOUNT TEMPS J ANDERSON 09/01/2017	49114379	10/10/2017	10/10/2017	5	0.00	871.13
55581377		02091		0000007457	ACCOUNT TEMPS J ANDERSON 08/25/2017	49063811	10/10/2017	10/10/2017	5	0.00	707.00
Total A.1110.0120					PART-TIME SALARIES					0.00	3,131.01
A.1110.0220					OFFICE EQUIPMENT						
55581469		02091		0000005742	GOV. CONNECTION INC. ***** VMFD LCSD WARRENTY, LCD TV - HOOK & LADDER, SCANNER FOR COURT		10/10/2017		5	0.00	479.36
Total A.1110.0220					OFFICE EQUIPMENT					0.00	479.36
A.1110.0403					PRINTING & STATIONERY						
55581472		02091		0000000083	PRINTCRAFT COURT ENVELOPES	111758	10/10/2017	10/10/2017	5	0.00	173.88
Total A.1110.0403					PRINTING & STATIONERY					0.00	173.88
A.1110.0404					POSTAGE						
55581416		02091		0000008048	PURCHASE POWER 09-17 POSTAGE FOR 169 MT PLEASANT 8/15 - 9/19/17 8000-9000-0496-9683		10/10/2017	10/10/2017	5	0.00	352.82
Total A.1110.0404					POSTAGE					0.00	352.82
A.1110.0421					CONTRACT SERVICES						
55581466		02091		0000008869	VERIZON WIRELESS MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	9792710409	10/10/2017	10/10/2017	5	0.00	55.53
55581495		02091		0000007019	CRYSTAL ROCK BOTTLED WATER WATER FOR THE COURT 8/31/2017	589491	10/10/2017	10/10/2017	5	0.00	34.52
55581381		02091		0000009707	PATCHEN STENO SERVICES LLC PATCHEN COURT 9/20/2017 9/21/2017	21484	10/10/2017	10/10/2017	5	0.00	520.00
55581275		02091		0000006354	PRECISE TRANSLATIONS, LLC PRECISE COURT 9/01/2017	3134	10/10/2017	10/10/2017	5	0.00	990.00
55581379		02091		0000009707	PATCHEN STENO SERVICES LLC PATCHEN COURT 9/14/2017	21463	10/10/2017	10/10/2017	5	0.00	300.00
55581382		02091		0000009707	PATCHEN STENO SERVICES LLC PATCHEN COURT	21420	10/10/2017	10/10/2017	5	0.00	260.00
55581380		02091		0000009707	PATCHEN STENO SERVICES LLC PATCHEN COURT 9/07/2017	21446	10/10/2017	10/10/2017	5	0.00	260.00

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Fund A					GENERAL FUND						
Dept 1110					VILLAGE JUSTICE						
A.1110.0421					CONTRACT SERVICES						
Total A.1110.0421					CONTRACT SERVICES					0.00	2,420.05
Total Dept 1110					VILLAGE JUSTICE					0.00	6,557.12
Dept 1130					TRAFFIC VIOLATIONS BUREAU						
A.1130.0421					CONTRACT SERVICES						
55581378		02091		0000008870	COMPLUS DATA INNOVATIONS INC. 35911 COMPLUS COURT 08/31/2017	10/10/2017	10/10/2017	10/10/2017	5	0.00	7,858.96
Total A.1130.0421					CONTRACT SERVICES					0.00	7,858.96
Total Dept 1130					TRAFFIC VIOLATIONS BUREAU					0.00	7,858.96
Dept 1210					MAYOR						
A.1210.0406					TRAINING&CONFERENCE						
55581434		02091		0000009140	MAYOR NORMAN ROSENBLUM 9/10-9/15/17 REIMBURSE FOR EXPENSES FOR NYCOM CONFERENCE 9/10-9/15/17 - HOTEL, MEALS AND TOLLS	10/10/2017	10/10/2017	10/10/2017	5	0.00	965.62
Total A.1210.0406					TRAINING&CONFERENCE					0.00	965.62
A.1210.0421					CONTRACT SERVICES						
55581466		02091		0000008869	VERIZON WIRELESS 9792710409 MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	10/10/2017	10/10/2017	10/10/2017	5	0.00	63.40
Total A.1210.0421					CONTRACT SERVICES					0.00	63.40
Total Dept 1210					MAYOR					0.00	1,029.02
Dept 1230					VILLAGE MANAGER						
A.1230.0404					POSTAGE						
55581476		02091		0000009048	PURCHASE POWER 8/1-8/31/17 123 M/ 10/10/2017 POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 8/1-8/31/17	10/10/2017	10/10/2017	10/10/2017	5	0.00	22.59
55581475		02091		0000009048	PURCHASE POWER 7/1-7/31/17 123 M/ 10/10/2017 POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 7/1-7/31/17	10/10/2017	10/10/2017	10/10/2017	5	0.00	9.70
55581478		02091		0000009048	PURCHASE POWER 9/1-9/30/17 123 M/ 10/10/2017 POSTAGE USED 9/1-9/30/17 @ 123 MAMKAVE. FOR VAR DEPTS.	10/10/2017	10/10/2017	10/10/2017	5	0.00	26.02
Total A.1230.0404					POSTAGE					0.00	58.31
A.1230.0421					CONTRACT SERVICES						

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Fund A											
Dept 1230											
A.1230.0421											
GENERAL FUND											
VILLAGE MANAGER											
CONTRACT SERVICES											
55581485		02091		0000008869	VERIZON WIRELESS MO. CHGS. 8/14-9/13/17 FOR VAR LOCATIONS FOR IPADS AND TABLETS	9792710411	10/10/2017	10/10/2017	5	0.00	2,017.77
55581276		02091		0000008535	BOND, SCHOENECK & KING, PLLC LEGAL SERVICES	19707319	10/10/2017	10/10/2017	5	0.00	385.00
55581486		02091		0000008869	VERIZON WIRELESS MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	9792710409	10/10/2017	10/10/2017	5	0.00	748.66
55581284		02091		0000009972	JACKSON LEWIS P.C. PROFESSIONAL SERVICES	6998941	10/10/2017	10/10/2017	5	0.00	244.00
Total A.1230.0421										0.00	3,395.43
A.1230.0422											
FEES											
55581497		02091		0000006012	WEST.CO. DEPT. OF HUMAN RES. APPLICATION FEE	2017	10/10/2017	10/10/2017	5	0.00	40.00
55581500		02091		0000006012	WEST.CO. DEPT. OF HUMAN RES. APPLICATION FEE	2020	10/10/2017	10/10/2017	5	0.00	40.00
55581498		02091		0000006012	WEST.CO. DEPT. OF HUMAN RES. APPLICATION FEE	2018	10/10/2017	10/10/2017	5	0.00	40.00
55581499		02091		0000006012	WEST.CO. DEPT. OF HUMAN RES. APPLICATION FEE	2019	10/10/2017	10/10/2017	5	0.00	40.00
Total A.1230.0422										0.00	160.00
Total Dept 1230										0.00	3,613.74
Dept 1325											
CLERK-TREASURER											
A.1325.0403											
PRINTING & STATIONERY											
55581436		02091		0000000083	PRINTCRAFT #10 REG ENVELOPES AND #10 WINDOW ENVELOPES FOR C/T OFFICE	111838	10/10/2017	10/10/2017	5	0.00	526.88
Total A.1325.0403										0.00	526.88
A.1325.0404											
POSTAGE											
55581426		02091		0000001631	FEDEX MO. CHGS. FOR C/T AND FIRE DEPT. AS OF 9/18/17	5-931-57092	10/10/2017	10/10/2017	5	0.00	54.76
55581476		02091		0000009048	PURCHASE POWER POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 8/1-8/31/17	8/1-8/31/17 123 M/	10/10/2017	10/10/2017	5	0.00	0.46
55581476		02091		0000009048	PURCHASE POWER POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 8/1-8/31/17	8/1-8/31/17 123 M/	10/10/2017	10/10/2017	5	0.00	280.33
55581478		02091		0000009048	PURCHASE POWER POSTAGE USED 9/1-9/30/17 @ 123 MAMK AVE. FOR VAR DEPTS.	9/1-9/30/17 123 M/	10/10/2017	10/10/2017	5	0.00	260.09
55581475		02091		0000009048	PURCHASE POWER POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 7/1-7/31/17	7/1-7/31/17 123 M/	10/10/2017	10/10/2017	5	0.00	786.26

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Fund A					GENERAL FUND						
Dept 1325					CLERK-TREASURER						
A.1325.0404					POSTAGE						
Total A.1325.0404					POSTAGE					0.00	1,381.90
A.1325.0405					MUNI DUES & SUBSCRIP						
55581439		02091		ONETIME	SUSAN KHAROUBA	9.23.17	10/10/2017	10/10/2017	5	0.00	32.00
					WCMCTA MEETING 9/23/17 REIMBURSEMENT						
Total A.1325.0405					MUNI DUES & SUBSCRIP					0.00	32.00
A.1325.0410					SUPPLIES						
55581482		02091		0000008610	STAPLES INC. AND SUBSIDIARIES	3353570244	10/10/2017	10/10/2017	5	0.00	32.88
					SUPPLIES FOR C/T OFFICE - COPY PAPER, MANILLA FOLDERS, CLASP ENVELOPES						
Total A.1325.0410					SUPPLIES					0.00	32.88
A.1325.0421					CONTRACT SERVICES						
55581480		02091		0000009754	CHASE CARD SERVICES	A FUSCO 9/20/17	10/10/2017	10/10/2017	5	0.00	172.63
					MO. CHGS. FOR A. FUSCO 8/21/17-9/20/17	CLIFF - REGISTER.COM, INTEREST - FUSCO FEES					
55581466		02091		0000008869	VERIZON WIRELESS	9792710409	10/10/2017	10/10/2017	5	0.00	55.53
					MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17						
Total A.1325.0421					CONTRACT SERVICES					0.00	228.16
Total Dept 1325					CLERK-TREASURER					0.00	2,201.82
Dept 1420					LAW						
A.1420.0404					POSTAGE						
55581476		02091		0000009048	PURCHASE POWER	8/1-8/31/17 123 M/	10/10/2017	10/10/2017	5	0.00	0.88
					POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 8/1-8/31/17						
55581478		02091		0000009048	PURCHASE POWER	9/1-9/30/17 123 M/	10/10/2017	10/10/2017	5	0.00	0.88
					POSTAGE USED 9/1-9/30/17 @ 123 MAMKAVE. FOR VAR DEPTS.						
Total A.1420.0404					POSTAGE					0.00	1.76
A.1420.0421					CONTRACT SERVICES						
55581431		02091		0000006134	MCCULLOUGH, GOLDBERGER & STA 60077		10/10/2017	10/10/2017	5	0.00	3,412.50
					VOM - SAVE THE SOUND						
55581430		02091		0000006134	MCCULLOUGH, GOLDBERGER & STA 60076		10/10/2017	10/10/2017	5	0.00	6,312.50
					VOM - ARTICLE 78 PROCEEDING BY HAMPSHIRE AGAINST VOM AND ZONING BOARD						
55581428		02091		0000006134	MCCULLOUGH, GOLDBERGER & STA 60074		10/10/2017	10/10/2017	5	0.00	8,306.25
					VOM - TAX CERTIORARI MATTERS						

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Fund A											
GENERAL FUND											
Dept 1420											
LAW											
A.1420.0421											
CONTRACT SERVICES											
55581453		02091		0000000221	WEST PAYMENT CENTER WEST INFO CHGS 8/1-8/31/17	836747646	10/10/2017	10/10/2017	5	0.00	554.47
55581437		02091		0000010920	SMITH, BUSS AND JACOBS LLP RETAINER FEE, - OTHER MATTERS-MC CRORY TIKERT, RALPHS ICES	102620	10/10/2017	10/10/2017	5	0.00	19,570.33
55581432		02091		0000006134	MCCULLOUGH, GOLDBERGER & STA 60078 VOM - REPRESENTATION OF FIRE AND POLICE PERSONNEL AT COURT DISPOSITIONS		10/10/2017	10/10/2017	5	0.00	125.00
55581429		02091		0000006134	MCCULLOUGH, GOLDBERGER & STA 60075 VOM - SPORTIME		10/10/2017	10/10/2017	5	0.00	550.00
55581412		02091		0000000007	BUCKHURST FISH & JACQUEMART PROFESSIONAL SERVICES	45	10/10/2017	10/10/2017	5	0.00	1,505.00
Total A.1420.0421										0.00	40,336.05
CONTRACT SERVICES											
Total Dept 1420											
										0.00	40,337.81
Dept 1440											
ENGINEER											
A.1440.0421											
CONTRACT SERVICES											
55581251		02091		0000006431	WOODARD & CURRAN CONTRACT SERVICES	142764	10/10/2017	10/10/2017	5	0.00	7,503.25
55581466		02091		0000008869	VERIZON WIRELESS BUCKHURST FISH & JACQUEMART MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	9792710409	10/10/2017	10/10/2017	5	0.00	463.04
Total A.1440.0421										0.00	7,966.29
CONTRACT SERVICES											
Total Dept 1440											
										0.00	7,966.29
Dept 1460											
RECORDS MANAGEMENT											
A.1460.0424											
LEASE-RECORD STORAG											
55581362		02091		0000005302	MAMARONECK OFFICE PLAZA RENT IS \$1650 PER MO	NOV 2017	10/10/2017	10/10/2017	5	0.00	1,650.00
Total A.1460.0424										0.00	1,650.00
LEASE-RECORD STORAG											
Total Dept 1460											
										0.00	1,650.00
Dept 1490											
PUBLIC WORKS ADMIN.											
A.1490.0404											
POSTAGE											
55581476		02091		0000009048	PURCHASE POWER POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 8/1-8/31/17	8/1-8/31/17 123 M/ 10/10/2017	10/10/2017	10/10/2017	5	0.00	5.90
55581478		02091		0000009048	PURCHASE POWER POSTAGE USED 9/1-9/30/17 @ 123 MAMKAVE. FOR VAR DEPTS.	9/1-9/30/17 123 M/ 10/10/2017	10/10/2017	10/10/2017	5	0.00	33.01

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Fund A					GENERAL FUND						
Dept 1490					PUBLIC WORKS ADMIN.						
A.1490.0404					POSTAGE						
Total A.1490.0404					POSTAGE					0.00	38.91
A.1490.0407					AUTOMOTIVE REPAIRS						
55581456		02091		0000006539	VINCENT AUTO BODY SHOP SETTLEMENT CLAIM	1032017	10/10/2017	10/10/2017	5	0.00	731.09
Total A.1490.0407					AUTOMOTIVE REPAIRS					0.00	731.09
A.1490.0421					CONTRACT SERVICES						
55581486		02091		0000008869	VERIZON WIRELESS MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	9792710409	10/10/2017	10/10/2017	5	0.00	111.61
55581465		02091		0000008869	VERIZON WIRELESS MO. CHGS. 8/14-9/13/17 FOR VAR LOCATIONS FOR IPADS AND TABLETS	9792710411	10/10/2017	10/10/2017	5	0.00	381.82
55581425		02091		0000009894	EVERBANK COMMERCIAL FINANCE II 41369509 9/14/17	10/10/2017	10/10/2017	10/10/2017	5	0.00	262.51
55581282		02091		0000002993	METROCOM WIRELESS INC. RADIO SERVICE CONTRACT	48147	10/01/2017	10/10/2017	5	0.00	52.00
Total A.1490.0421					CONTRACT SERVICES					0.00	807.94
Total Dept 1490					PUBLIC WORKS ADMIN.					0.00	1,577.94
Dept 1620					PUBLIC SAFETY BUILDING						
A.1620.0416					UTILITIES- ELECTRIC						
55581423		02091		0000000125	CON EDISON MO. CHGS. 8.18-9/19/17 FOR VAR LOCATIONS	8/18-9/19/17	10/10/2017	10/10/2017	5	0.00	88.92
Total A.1620.0416					UTILITIES- ELECTRIC					0.00	88.92
A.1620.0420					BUILDING MAINTENANCE						
55581489		02091		0000004045	ADELPHI CONTRACTORS BROKEN WINDOWS	101517	10/05/2017	10/10/2017	5	0.00	455.00
Total A.1620.0420					BUILDING MAINTENANCE					0.00	455.00
A.1620.0421					CONTRACT SERVICES						
55581465		02091		0000008869	VERIZON WIRELESS MO. CHGS. 8/14-9/13/17 FOR VAR LOCATIONS FOR IPADS AND TABLETS	9792710411	10/10/2017	10/10/2017	5	0.00	114.06
Total A.1620.0421					CONTRACT SERVICES					0.00	114.06
Total Dept 1620					PUBLIC SAFETY BUILDING					0.00	657.98

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Fund A					GENERAL FUND						
Dept 1621					ADMINISTRATIVE OFFICES						
A.1621.0421					CONTRACT SERVICES						
55581487		02091		0000008539	FULLERTON SERVICE INDUSTRIES II ***** MO. CHGS. FOR CLEANING SVCS FOR VAR LOCATIONS 9/1-9/30/17			10/10/2017	5	0.00	5,118.00
Total A.1621.0421					CONTRACT SERVICES					0.00	5,118.00
Total Dept 1621					ADMINISTRATIVE OFFICES					0.00	5,118.00
Dept 1640					CENTRAL GARAGE						
A.1640.0260					CENTRAL GARAGE MISC. EQUIPMENT						
55581256		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS ***** VARIOUS AUTO PARTS			10/10/2017	5	0.00	91.07
Total A.1640.0260					CENTRAL GARAGE MISC. EQUIPMENT					0.00	91.07
A.1640.0407					AUTOMOTIVE REPAIRS						
55581246		02091		0000001117	GRAINGER FILTERS AIR	9559358040	09/19/2017	10/10/2017	5	0.00	86.10
55581249		02091		0000007448	B & E IRON WORKS LLC STEEL ANGLES & WELDING	*****		10/10/2017	5	0.00	180.00
Total A.1640.0407					AUTOMOTIVE REPAIRS					0.00	266.10
A.1640.0409					BUILDING IMPROV.						
55581405		02091		0000001117	GRAINGER ANTENNA TRI-POD	95654800796	10/25/2017	10/10/2017	5	0.00	33.36
55581482		02091		0000000141	RICKERT LOCK & SAFE CO. KEYS	11016	09/26/2017	10/10/2017	5	0.00	7.50
Total A.1640.0409					BUILDING IMPROV.					0.00	40.86
A.1640.0410					CENTRAL GARAGE SUPPLIES						
55581259		02091		0000000006	BREWERS HARDWARE VARIOUS HARDWARE	*****		10/10/2017	5	0.00	35.30
55581390		02091		0000006620	DTM PARTS SUPPLY INC AUTO PARTS	34513	09/21/2017	10/10/2017	5	0.00	43.98
Total A.1640.0410					CENTRAL GARAGE SUPPLIES					0.00	79.28
A.1640.0416					UTILITIES- ELECTRIC						
55581296		02091		0000000125	CON EDISON GAS	092017	09/20/2017	10/10/2017	5	0.00	59.60
Total A.1640.0416					UTILITIES- ELECTRIC					0.00	59.60

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Fund A					GENERAL FUND						
Dept 1640					CENTRAL GARAGE						
Total Dept 1640					CENTRAL GARAGE					0.00	536.91
Dept 1650					CENTRAL COMMUNICATION SYS						
A.1650.0419					UTILITIES - TELEPHONE						
55581457		02091		0000006058	OPTIMUM MO. CHGS. FOR VOM STORAGE AT HALSTEAD AVE 9/23-10/22/17 953575-01-2	953575 10/22/17	10/10/2017	10/10/2017	5	0.00	64.36
55581455		02091		0000006058	OPTIMUM MO. CHGS. VAR LOCATIONS 9/23-10/22/17	*****		10/10/2017	5	0.00	273.84
55581484		02091		0000006058	OPTIMUM MO. CHGS. FOR VAR LOCATIONS 10/1-10/31/17	*****		10/10/2017	5	0.00	740.48
55581454		02091		0000006058	OPTIMUM MO. CHGS. 9/23-10/22/17 FOR VAR LOCATIONS	*****		10/10/2017	5	0.00	551.13
55581459		02091		0000006058	OPTIMUM MO. CHGS. FOR VAR LOCATIONS 9/3/10/22/17	*****		10/10/2017	5	0.00	149.53
Total A.1650.0419					UTILITIES - TELEPHONE					0.00	1,779.34
A.1650.0421					CONTRACT SERVICES						
55581406		02091		0000006055	BROADVIEW NETWORKS MO. CHGS. FOR VAR LOCATION 8/22-9/21/17	*****		10/10/2017	5	0.00	3,016.31
55581486		02091		0000010061	CAMDEN TECH LLC MO. MINTENANCE FEE FOR OCT. 2017	503	10/10/2017	10/10/2017	5	0.00	972.00
Total A.1650.0421					CONTRACT SERVICES					0.00	3,988.31
Total Dept 1650					CENTRAL COMMUNICATION SYS					0.00	5,767.65
Dept 1670					CENTRAL PRINT. & MAILING						
A.1670.0410					SUPPLIES						
55581482		02091		0000008610	STAPLES INC. AND SUBSIDIARIES SUPPLIES FOR C/T OFFICE - COPY PAPER, MANILLA FOLDERS, CLASP ENVELOPES	3353570244	10/10/2017	10/10/2017	5	0.00	142.00
Total A.1670.0410					SUPPLIES					0.00	142.00
A.1670.0421					CONTRACT SERVICES						
55581425		02091		0000009894	EVERBANK COMMERCIAL FINANCE II41369509 MO. CHGS. FOR VAR COPIERS IN VAR LOCATIONS 10/1-10/31/17	9/14/17	10/10/2017	10/10/2017	5	0.00	1,629.17
Total A.1670.0421					CONTRACT SERVICES					0.00	1,629.17
Total Dept 1670					CENTRAL PRINT. & MAILING					0.00	1,771.17
Dept 1680					CENTRAL DATA PROCESSING						

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Fund A						GENERAL FUND						
Dept 1680						CENTRAL DATA PROCESSING						
A.1680.0421						CONTRACT SERVICES						
	55581402		02091		0000001594	ADP INC. COBRA PROCESSING CHGS P/E 9/15/17	500126928	10/10/2017	10/10/2017	5	0.00	293.81
	55581466		02091		0000008869	VERIZON WIRELESS MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	9792710409	10/10/2017	10/10/2017	5	0.00	55.53
	55581470		02091		0000010761	AMAZON WEB SERVICES INC. MO. CHGS FOR BILLING PERIOD 9/1-9/30/17 FOR WEB SERVICES	113401421	10/10/2017	10/10/2017	5	0.00	122.02
	55581403		02091		0000001594	ADP INC. FLEX PLAN PROCESSIN CHARGES	500077125	10/10/2017	10/10/2017	5	0.00	196.43
	55581480		02091		0000009754	CHASE CARD SERVICES MO. CHGS. FOR A. FUSCO 8/21/17-9/20/17 CLIFF - REGISTER.COM, INTEREST - FUSCO FEES	A FUSCO 9/20/17	10/10/2017	10/10/2017	5	0.00	156.40
	55581400		02091		0000001594	ADP INC. PAYROLL PROC. CHGS P/E 9/15/17	500077970	01/01/2017	10/10/2017	5	0.00	661.06
	55581496		02091		0000008266	VIRTUAL TOWN HALL HOLDINGS, LLC ANNUAL RENEWAL	7192	10/10/2017	10/10/2017	5	0.00	4,000.00
Total A.1680.0421						CONTRACT SERVICES					0.00	5,485.25
Total Dept 1680						CENTRAL DATA PROCESSING					0.00	5,485.25
Dept 1910						UNALLOCATED INSURANCE						
A.1910.0401						UNALLOCATED INSURANCE EXPENSES						
	55581444	201710131	02091		0000005865	FOA & SON CORPORATION RENEWAL FOR BUSINESS AUTO POLICY AND COMMERCIAL PROP. INL., MARINE, CRIME & GL 17-18	*****	10/10/2017		5	0.00	49,834.00
	55581444	201710131	02091		0000005865	FOA & SON CORPORATION RENEWAL FOR BUSINESS AUTO POLICY AND COMMERCIAL PROP. INL., MARINE, CRIME & GL 17-18	*****	10/10/2017		5	0.00	55,990.00
Total A.1910.0401						UNALLOCATED INSURANCE EXPENSES					0.00	105,824.00
Total Dept 1910						UNALLOCATED INSURANCE					0.00	105,824.00
Dept 1920						MUNICIPAL ASSOC. DUES						
A.1920.0405						MUNI DUES & SUBSCRIP						
	55581435		02091		0000004307	WESTCHESTER MUNICIPAL OFFICIAL#2017 ASSOCIATEON DUES - 9/1/17-8/31/18		10/10/2017	10/10/2017	5	0.00	750.00
Total A.1920.0405						MUNI DUES & SUBSCRIP					0.00	750.00
Total Dept 1920						MUNICIPAL ASSOC. DUES					0.00	750.00
Dept 1950						TAXES VILLAGE PROPERTY						

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Fund A											
Dept 1950											
GENERAL FUND											
TAXES VILLAGE PROPERTY											
A.1950.0449											
TAXES & ASSESSMENTS											
55581488		02091		0000010957	FENIMORE RD REALTY LLC RENT TAX ABATEMENT FOR LUCILLE KEARY @ 151 FENIMORE RD. APT. A-63 FOR OCT. 2017	OCT 2017	10/10/2017	10/10/2017	5	0.00	55.57
Total A.1950.0449										0.00	55.57
TAXES & ASSESSMENTS											
Total Dept 1950											
TAXES VILLAGE PROPERTY											
Total Dept 1950										0.00	55.57
Dept 3120											
POLICE DEPT											
A.3120.0220											
POLICE EQUIPMENT											
55581279		02091		0000009754	CHASE CARD SERVICES POLICE EQUIPMENT	092917CL	10/10/2017	10/10/2017	5	0.00	47.68
Total A.3120.0220										0.00	47.68
POLICE EQUIPMENT											
A.3120.0221											
POLICE BIKES&ACCES.											
55581447		02091		0000000032	MILLER'S BIKE REPAIRS/EQUIPMENT	10032017	10/10/2017	10/10/2017	5	0.00	243.50
Total A.3120.0221										0.00	243.50
POLICE BIKES&ACCES.											
A.3120.0222											
POLICE PATROL CARS											
55581281	201710119	02091		0000009546	VANCE COUNTRY FORD FORD INTERCEPTOR UTILITY AWD	66079	10/10/2017	10/10/2017	5	0.00	45,873.25
55581283	201710120	02091		0000009546	VANCE COUNTRY FORD FORD INTERCEPTOR UTILITY AWD	66080	10/10/2017	10/10/2017	5	0.00	45,873.25
Total A.3120.0222										0.00	91,746.50
POLICE PATROL CARS											
A.3120.0250											
UNIFORMS											
55581446		02091		0000009488	EM PIRE-HARLEY DAVIDSON UNIFORM	061	10/10/2017	10/10/2017	5	0.00	594.00
Total A.3120.0250										0.00	594.00
UNIFORMS											
A.3120.0404											
POSTAGE											
55581416		02091		0000009048	PURCHASE POWER POSTAGE FOR 169 MT PLEASANT 8/15 - 9/19/17 8000-9000-0496-9683	09-17	10/10/2017	10/10/2017	5	0.00	42.24
Total A.3120.0404										0.00	42.24
POSTAGE											
A.3120.0406											
TRAINING&CONFERENCE											
55581272		02091		0000007356	DET. CHRISTOPHER JAEGER	092517J	10/10/2017	10/10/2017	5	0.00	25.00

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Fund A											
Dept 3120											
A.3120.0406											
GENERAL FUND											
POLICE DEPT											
TRAINING&CONFERENCE											
55581274		02091		0000004182	DET. CHRISTOPHER JAEGER REIMBURSEMENT FOR WCYOA MEETING	9417M	10/10/2017	10/10/2017	5	0.00	25.00
55581474		02091		0000009255	DET. BERNARD MCNALLY REIMBURSEMENT FOR WCDA MEETING	10132017	10/10/2017	10/10/2017	5	0.00	105.00
55581273		02091		0000005311	WESTCHESTER COUNTY OFFICE FO 10132017 17TH ANNUAL POLICE INTERACTIVE TRAINING CONFERENCE	092517M	10/10/2017	10/10/2017	5	0.00	25.00
Total A.3120.0406										0.00	180.00
A.3120.0407											
AUTOMOTIVE REPAIRS											
55581446		02091		0000009488	EM PIRE-HARLEY DAVIDSON BATTERIES	061	10/10/2017	10/10/2017	5	0.00	258.20
Total A.3120.0407										0.00	258.20
A.3120.0408											
FUEL, OIL & LUBRICANTS											
55581257		02091		0000010334	GRADE A PETROLEUM CORP. OILS FOR VEHICLES	*****		10/10/2017	5	0.00	702.90
Total A.3120.0408										0.00	702.90
A.3120.0410											
SUPPLIES											
55581448		02091		0000000141	RICKERT LOCK & SAFE CO. KEYS	10994	10/10/2017	10/10/2017	5	0.00	5.25
55581397	201710064	02091		0000009170	ELSAG NORTH AMERICA LICENSE PLATE READER	*****		10/10/2017	5	0.00	14.025.00
55581265		02091		0000010928	AMAZON CAPITAL SERVICES BATTERY BACK-UP AND SURGE PROTECTOR	1RHWGK1NNYKG	10/10/2017	10/10/2017	5	0.00	57.49
55581419		02091		0000008610	STAPLES INC. AND SUBSIDIARIES SUPPLIES	*****		10/10/2017	5	0.00	159.04
55581421		02091		0000010928	AMAZON CAPITAL SERVICES CAMERA MEMORY CARD	1DQR-QWYJ-CFH	10/10/2017	10/10/2017	5	0.00	33.92
Total A.3120.0410										0.00	14,280.70
A.3120.0421											
CONTRACT SERVICES											
55581445		02091		0000008830	VERIZON WIRELESS PD AIRCARDS 8/24/17-9/23/17 A/C#286388815-00001	9793273741	10/10/2017	10/10/2017	5	0.00	310.21
55581263		02091		0000010535	NESTLE WATERS NORTH AMERICA WATER SERVICE OCTOBER 2017	0710440143600	10/10/2017	10/10/2017	5	0.00	57.98
55581440		02091		0000008319	CLARITY TESTING SERVICES INC. PROFESSIONAL SERVICES RENDERED 4TH QUARTER 2017	46453	10/10/2017	10/10/2017	5	0.00	2,000.00

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Fund A						GENERAL FUND						
Dept 3120						POLICE DEPT						
A.3120.0421						CONTRACT SERVICES						
55581491			02091		0000006840	LEXISNEXIS RISK SOLUTIONS SEPTEMBER 2017 MINIMUM COMMITMENT BALANCE	1224060-2017093C	10/10/2017	10/10/2017	5	0.00	50.00
55581270			02091		0000008869	VERIZON WIRELESS CELL PHONES A/C #286410852-00002 8/14/17 - 9/13/17	9792710410	10/10/2017	10/10/2017	5	0.00	330.33
55581488	201710129		02091		0000009421	WATCH GUARD WARRANTY/SOFTWARE MAINTENANCE FOR IN-CAR CAMERAS	2070	10/10/2017	10/10/2017	5	0.00	1,625.00
55581485			02091		0000008869	VERIZON WIRELESS MO. CHGS. 8/14-9/13/17 FOR VAR LOCATIONS FOR IPADS AND TABLETS	9792710411	10/10/2017	10/10/2017	5	0.00	26.97
55581425			02091		0000009894	EVERBANK COMMERCIAL FINANCE II41369509 9/14/17 10/10/2017 MO. CHGS. FOR VAR COPIERS IN VAR LOCATIONS 10/1-10/31/17		10/10/2017	10/10/2017	5	0.00	251.91
55581268			02091		0000010156	DIP IN CAR WASH CORP. CAR WASH SERVICES FOR VILLAGE VEHICLES	10012017	10/10/2017	10/10/2017	5	0.00	240.00
Total A.3120.0421						CONTRACT SERVICES					0.00	4,892.40
A.3120.0432						AMMUNITION & FIREARMS						
55581473			02091		0000010928	AMAZON CAPITAL SERVICES WEAPON SIGHT/GRANT	17TTM3NM691V	10/10/2017	10/10/2017	5	0.00	6,146.00
Total A.3120.0432						AMMUNITION & FIREARMS					0.00	6,146.00
A.3120.0443						TRAINING PROGRAM						
55581280	201710046		02091		0000010693	FBI-LEEDA INC. COMMAND LEADERSHIP TRAINING 11-6-17 TO 11-10-17	200007400	10/10/2017	10/10/2017	5	0.00	650.00
55581279			02091		0000009754	CHASE CARD SERVICES HOTEL STAY FOR TRAINING	092917CL	10/10/2017	10/10/2017	5	0.00	1,167.00
Total A.3120.0443						TRAINING PROGRAM					0.00	1,817.00
Total Dept 3120						POLICE DEPT					0.00	120,951.12
Dept 3150						JAIL						
A.3150.0431						MEALS - PRISONERS						
55581388			02091		0000000159	MAMARONECK DINER & PIZZA PRISONER MEALS SEPTEMBER 2017	10022017	10/10/2017	10/10/2017	5	0.00	326.70
Total A.3150.0431						MEALS - PRISONERS					0.00	326.70
Total Dept 3150						JAIL					0.00	326.70
Dept 3310						TRAFFIC CONTROL						
A.3310.0411						MATERIALS						

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Fund A						GENERAL FUND						
Dept 3310						TRAFFIC CONTROL						
A.3310.0411						MATERIALS						
55581239			02091		0000005140	TRAFFIC LANE CLOSURES, LLC THERMO PLASTIC	*****		10/10/2017	5	0.00	(1,450.00)
55581239			02091		0000005140	TRAFFIC LANE CLOSURES, LLC THERMO PLASTIC	*****		10/10/2017	5	0.00	1,450.00
55581239			02091		0000005140	TRAFFIC LANE CLOSURES, LLC THERMO PLASTIC	*****		10/10/2017	5	0.00	1,450.00
Total A.3310.0411						MATERIALS					0.00	1,450.00
Total Dept 3310						TRAFFIC CONTROL					0.00	1,450.00
Dept 3321						ON STREET METER REPAIR						
A.3321.0410						ON STREET METER REPAIR.SUPPLIES						
55581252			02091		0000000006	BREWERS HARDWARE GLOVES	586874	10/10/2017	10/10/2017	5	0.00	5.39
Total A.3321.0410						ON STREET METER REPAIR.SUPPLIES					0.00	5.39
A.3321.0421						ON STREET METER REPAIR.CONTRACT SERVICES						
55581483	201710111		02091		0000010528	CALE AMERICA INC. MAY WAY TO PARK TRANSACTIONS	*****		10/10/2017	5	0.00	1,122.00
55581486			02091		0000008869	VERIZON WIRELESS MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17	9792710409	10/10/2017	10/10/2017	5	0.00	111.07
Total A.3321.0421						ON STREET METER REPAIR.CONTRACT SERVICES					0.00	1,233.07
A.3321.0421.0001						CALLE MULTIPACE METERS MONTHLY FEE						
55581424			02091		0000010710	ELAVON INC. AUGUST MERCHANT FEES	M7243202000	10/10/2017	10/10/2017	5	0.00	843.32
Total A.3321.0421.0001						CALLE MULTIPACE METERS MONTHLY FEE					0.00	843.32
Total Dept 3321						ON STREET METER REPAIR					0.00	2,081.78
Dept 3410						FIRE DEPARTMENT						
A.3410.0250						UNIFORMS						
55581449	56327		02091		0000007271	HI-TECH FIRE & SAFETY, INC. 2 USR TAIL OUTER SHELL, 2 USR USAR NOMEX PANTS, 1 LTO TAIL OUTER SHELL, 1 LTO PANT OUTER SHELL	19771	10/10/2017	10/10/2017	5	0.00	5,136.27
Total A.3410.0250						UNIFORMS					0.00	5,136.27
A.3410.0256						RADIO EQUIPMENT						

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Fund A						GENERAL FUND						
Dept 3410						FIRE DEPARTMENT						
A.3410.0256						RADIO EQUIPMENT						
55581285			02091		0000007771	ESS INC. TRUNK PORTABLE RADIO BATERIES	116681	10/10/2017	10/10/2017	5	0.00	547.50
Total A.3410.0256						RADIO EQUIPMENT					0.00	547.50
A.3410.0260						MISC. EQUIPMENT						
55581469			02091		0000005742	GOV. CONNECTION INC. VMFD LCSD WARRENTY, LCD TV - HOOK & LADDER, SCANNER FOR COURT	*****		10/10/2017	5	0.00	1,262.04
55581290			02091		0000000363	AAA EMERGENCY SUPPLY CO GEMITOR HARNESS FOR CHIEF PRIMROSE	278997	09/13/2017	10/10/2017	5	0.00	209.00
55581401			02091		0000005742	GOV. CONNECTION INC. SCANNER FOR FIRE CHIEF'S OFFICE	55138255	10/10/2017	10/10/2017	5	0.00	452.66
Total A.3410.0260						MISC. EQUIPMENT					0.00	1,923.70
A.3410.0404						POSTAGE						
55581426			02091		0000001631	FEDEX MO. CHGS. FOR C/T AND FIRE DEPT. AS OF 9/18/17	5-931-57092	10/10/2017	10/10/2017	5	0.00	26.99
Total A.3410.0404						POSTAGE					0.00	26.99
A.3410.0407						AUTOMOBILE REPAIRS						
55581250			02091		0000009105	CLIMAX PARTS INC. EQUIPMENT	0596	09/20/2017	10/10/2017	5	0.00	250.16
55581249			02091		0000007448	B & E IRON WORKS LLC STEEL ANGLES & WELDING	*****		10/10/2017	5	0.00	38.00
55581259			02091		0000000006	BREWERS HARDWARE VARIOUS HARDWARE	*****		10/10/2017	5	0.00	21.18
Total A.3410.0407						AUTOMOBILE REPAIRS					0.00	309.34
A.3410.0408						FUEL, OIL & LUBRICANTS						
55581417			02091		0000009258	GLOBAL MONTELLO GROUP CORP. DIESEL FUEL	17099085	09/25/2017	10/10/2017	5	0.00	710.73
Total A.3410.0408						FUEL, OIL & LUBRICANTS					0.00	710.73
A.3410.0409						BUILDING IMPROV.						
55581415			02091		0000008380	FLORENTINO IBANEZ,TINO PAINTING PRIME & PAINT GYM 7 CLOSETS AT PALMER AVE FIREHOUSE	09/14/17	10/10/2017	10/10/2017	5	0.00	1,400.00
55581414			02091		0000005655	SOUND STAGE SYSTEMS INSTALL AUDIO SYSTEM AT VOLUNTEER FIREHOUSE	13341	10/10/2017	10/10/2017	5	0.00	1,475.00
55581297			02091		0000000052	VILLAGE PAINT PAINT FOR MEETING ROOM WALL AT MAMARO FIREHOUSE	200345103	09/27/2017	10/10/2017	5	0.00	81.98

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Fund A					GENERAL FUND						
Dept 3410					FIRE DEPARTMENT						
A.3410.0409					BUILDING IMPROV.						
Total A.3410.0409					BUILDING IMPROV.					0.00	2,956.98
A.3410.0410					SUPPLIES						
55581286		02091		0000000258	CLEANING SYSTEMS CLEANING SUPPLIES FOR VOLUNTEER FIREHOUSE	481803	10/10/2017	10/10/2017	5	0.00	1,077.65
Total A.3410.0410					SUPPLIES					0.00	1,077.65
A.3410.0416					UTILITIES- ELECTRIC						
55581463		02091		0000000125	CON EDISON MO. CHGS. FOR VAR LOCATIONS 8/18-9/18/17	*****		10/10/2017	5	0.00	38.69
Total A.3410.0416					UTILITIES- ELECTRIC					0.00	38.69
A.3410.0420					BUILDING MAINTENANCE						
55581451	201610268	02091		0000010839	JOSEPH TETRO INC. VOLUNTEERS FIRE HOUSE - REMOVAL OF EXISTING FLOOR. FLOOR PREPARATION SKIM COAT, CUSTOM DESIGNED VINYL TILE W/CUSTOM CORNER INSERTS., CARPET REMOVAL/DISPOSAL	11-687	10/10/2017	10/10/2017	5	0.00	7,139.00
55581413		02091		0000006705	K.R.B. INC. VARIOUS ITEMS	*****		10/10/2017	5	0.00	59.75
55581450	201610148	02091		0000008829	PETER GISONDI & CO., INC. VOLUNTEERS FIRE HOUSE REFINISH APPARATUS ROOM, TV ROOM AND UPSTAIRS & HALLWAY	4442	10/10/2017	10/10/2017	5	0.00	23,254.00
55581295		02091		0000006625	VITOLITE ELECTRICAL SUPPLIES VARIOUS ELECTRICAL PARTS	*****		10/10/2017	5	0.00	515.18
Total A.3410.0420					BUILDING MAINTENANCE					0.00	30,967.93
A.3410.0421					CONTRACT SERVICES						
55581360		02091		0000000050	VILLAGE OF MAMARONECK FIRE CO/OCT 2017 U		10/10/2017	10/10/2017	5	0.00	600.00
55581293		02091		0000000363	AAA EMERGENCY SUPPLY CO MASK FIT TEST FOR THIAGO NASCIMENTO	278933	09/14/2017	10/10/2017	5	0.00	35.00
55581398		02091		0000003562	DANA PEST CONTROL PEST INSPECTION OF THE 5 FIREHOUSES	*****		10/10/2017	5	0.00	300.00
55581289		02091		0000010535	NESTLE WATERS NORTH AMERICA 0710437153117 MONTHLY WATER FILTER RENTAL FOR SEPTEMBER		10/10/2017	10/10/2017	5	0.00	30.99
55581292		02091		0000000363	AAA EMERGENCY SUPPLY CO SCOTT BOTTLES HYDRO TESTED & 1 VAVLE REPLACED	278878	09/14/2017	10/10/2017	5	0.00	343.15
55581294		02091		0000000363	AAA EMERGENCY SUPPLY CO MASK FIT TEST FOR ANTHONY POTES	278879	09/14/2017	10/10/2017	5	0.00	35.00
55581425		02091		0000009894	EVERBANK COMMERCIAL FINANCE 1141369509 9/14/17 MO. CHGS. FOR VAR COPIERS IN VAR LOCATIONS 10/1-10/31/17		10/10/2017	10/10/2017	5	0.00	178.93

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Fund A					GENERAL FUND						
Dept 3410					FIRE DEPARTMENT						
A.3410.0421					CONTRACT SERVICES						
55581489		02091		0000005742	GOV. CONNECTION INC.	*****	10/10/2017		5	0.00	143.47
					VMFD LCSD WARRENTY, LCD TV - HOOK & LADDER, SCANNER FOR COURT						
55581486		02091		0000008869	VERIZON WIRELESS	9792710409	10/10/2017	10/10/2017	5	0.00	174.46
					MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17						
Total A.3410.0421					CONTRACT SERVICES					0.00	1,841.00
A.3410.0450					CHIEF OPERATING EXP						
55581399		02091		0000005040	ALERT-ALL CORPORATION	217090023	10/10/2017	10/10/2017	5	0.00	1,435.00
					FIRE PREVENTION MATERIALS						
Total A.3410.0450					CHIEF OPERATING EXP					0.00	1,435.00
Total Dept 3410					FIRE DEPARTMENT					0.00	46,971.78
Dept 3510					CONTROL OF ANIMALS						
A.3510.0421					CONTRACT SERVICES						
55581363		02091		0000006720	NEW ROCHELLE HUMANE SOCIETY	OCT 2017	10/10/2017	10/10/2017	5	0.00	1,886.00
					ANIMAL SHELTER SVCS						
55581361		02091		0000008774	ALL ASPECTS WILDLIFE, LLC	OCT 2017	10/10/2017	10/10/2017	5	0.00	325.00
					NUISANCE ANIMAL REMOVAL						
Total A.3510.0421					CONTRACT SERVICES					0.00	2,211.00
Total Dept 3510					CONTROL OF ANIMALS					0.00	2,211.00
Dept 3620					SAFETY INSP.-BLDG.						
A.3620.0404					POSTAGE						
55581416		02091		0000009048	PURCHASE POWER	09-17	10/10/2017	10/10/2017	5	0.00	103.12
					POSTAGE FOR 169 MT PLEASANT 8/15 - 9/19/17	8000-9000-0496-9683					
Total A.3620.0404					POSTAGE					0.00	103.12
A.3620.0407					AUTOMOTIVE REPAIRS						
55581277		02091		0000006767	TIFCO INDUSTRIES	*****	10/10/2017		5	0.00	426.86
					VARIOUS AUTO SUPPLIES						
Total A.3620.0407					AUTOMOTIVE REPAIRS					0.00	426.86
A.3620.0410					SUPPLIES						
55581420		02091		0000008610	STAPLES INC. AND SUBSIDIARIES	*****	10/10/2017		5	0.00	55.17
					SUPPLIES FOR BLDG AND PLANNING DEPTS						

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Fund A					GENERAL FUND						
Dept 3620					SAFETY INSP.-BLDG.						
A.3620.0410					SUPPLIES						
Total A.3620.0410					SUPPLIES					0.00	55.17
A.3620.0421					CONTRACT SERVICES						
55581486		02091		0000008869	VERIZON WIRELESS	9792710409	10/10/2017	10/10/2017	5	0.00	523.39
					MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17						
55581422		02091		0000007019	CRYSTAL ROCK BOTTLED WATER	19651900 08-17	10/10/2017	10/10/2017	5	0.00	25.61
					WATER FOR BLDG DEPT						
Total A.3620.0421					CONTRACT SERVICES					0.00	549.00
Total Dept 3620					SAFETY INSP.-BLDG.					0.00	1,134.15
Dept 3621					ELECTRICAL DEPARTMENT						
A.3621.0410					SUPPLIES						
55581278		02091		0000000138	J.A. JACKSON CORP	981789	09/25/2017	10/10/2017	5	0.00	78.53
					ELECTRICAL SUPPLIES						
Total A.3621.0410					SUPPLIES					0.00	78.53
A.3621.0414					UTILITIES - HEATING						
55581423		02091		0000000125	CON EDISON	8/18-9/19/17	10/10/2017	10/10/2017	5	0.00	11.05
					MO. CHGS. 8.18-9/19/17 FOR VAR LOCATIONS						
Total A.3621.0414					UTILITIES - HEATING					0.00	11.05
Total Dept 3621					ELECTRICAL DEPARTMENT					0.00	89.58
Dept 5110					STREET MAINTENANCE						
A.5110.0407					AUTOMOTIVE REPAIRS						
55581395		02091		0000000328	VINCENTS GARAGE	*****		10/10/2017	5	0.00	90.00
					VEHICLE INSPECTIONS						
55581255		02091		0000000450	TRI-CITY AUTO PARTS	*****		10/10/2017	5	0.00	16.46
					VARIOUS AUTO PARTS						
55581390		02091		0000006620	DTM PARTS SUPPLY INC	34513	09/21/2017	10/10/2017	5	0.00	59.90
					AUTO PARTS						
55581392		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS	02-705000	09/26/2017	10/10/2017	5	0.00	21.70
					MARKER LAMPS						
55581484		02091		0000010709	GENERAL EQUIPMENT CO.	127395	09/26/2017	10/10/2017	5	0.00	947.45
					FLAIL KIT						
55581277		02091		0000006767	TIFCO INDUSTRIES	*****		10/10/2017	5	0.00	426.65
					VARIOUS AUTO SUPPLIES						
55581256		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS	*****		10/10/2017	5	0.00	42.88

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Fund A		GENERAL FUND									
Dept 5110		STREET MAINTENANCE									
A.5110.0407		AUTOMOTIVE REPAIRS									
					MENDEL'S TRUCK & AUTO PARTS VARIOUS AUTO PARTS						
Total A.5110.0407		AUTOMOTIVE REPAIRS								0.00	1,605.24
A.5110.0408		FUEL, OIL & LUBRICANTS									
55581391		02091		0000005735	GABRIELLI TRUCK SALES LTD. TRUCK PARTS	1069103B	09/26/2017	10/10/2017	5	0.00	35.28
55581390		02091		0000006620	DTM PARTS SUPPLY INC AUTO PARTS	34513	09/21/2017	10/10/2017	5	0.00	69.90
55581394		02091		0000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		10/10/2017	5	0.00	103.92
55581257		02091		0000010334	GRADE A PETROLEUM CORP. OILS FOR VEHICLES	*****		10/10/2017	5	0.00	520.66
55581417		02091		0000009258	GLOBAL MONTELLO GROUP CORP. DIESEL FUEL	17099085	09/25/2017	10/10/2017	5	0.00	570.70
Total A.5110.0408		FUEL, OIL & LUBRICANTS								0.00	1,300.48
A.5110.0410		SUPPLIES									
55581413		02091		0000006705	K.R.B. INC. VARIOUS ITEMS	*****		10/10/2017	5	0.00	138.00
Total A.5110.0410		SUPPLIES								0.00	138.00
A.5110.0411		MATERIALS									
55581389		02091		0000008729	CENTRAL TURF & IRRIGATION SUPPLI ***** TOPSOIL			10/10/2017	5	0.00	70.00
55581460		02091		0000000008	BREWERS HARDWARE MORTAR MIX	587287	10/03/2017	10/10/2017	5	0.00	67.61
55581245		02091		0000004107	HOME DEPOT WOOD	092117	09/21/2017	10/10/2017	5	0.00	37.32
55581241		02091		0000001723	SAMMARCO STONE AND SUPPLY INC 451919 PORTLAND CEMENT		09/21/2017	10/10/2017	5	0.00	98.10
55581291		02091		0000004628	RCA ASPHALT LLC ASPHALT	*****		10/10/2017	5	0.00	2,477.72
55581242		02091		0000004628	RCA ASPHALT LLC ASPHALT	L234764	09/15/2017	10/10/2017	5	0.00	1,264.33
55581408		02091		0000006561	RHOMAR INDUSTRIES INC ASPHALT AN TACK OIL	89717	09/26/2017	10/10/2017	5	0.00	2,302.33
Total A.5110.0411		MATERIALS								0.00	6,317.41
Total Dept 5110		STREET MAINTENANCE								0.00	9,381.11

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Fund A					GENERAL FUND						
Dept 7110					PARKS DEPARTMENT						
A.7110.0407					AUTOMOTIVE REPAIRS						
55581277		02091		0000006767	TIFCO INDUSTRIES VARIOUS AUTO SUPPLIES	*****		10/10/2017	5	0.00	426.85
Total A.7110.0407					AUTOMOTIVE REPAIRS					0.00	426.85
A.7110.0408					FUEL, OIL & LUBRICANTS						
55581257		02091		0000010334	GRADE A PETROLEUM CORP. OILS FOR VEHICLES	*****		10/10/2017	5	0.00	520.67
55581417		02091		0000009258	GLOBAL MONTELLO GROUP CORP. DIESEL FUEL	17099085	09/25/2017	10/10/2017	5	0.00	17.72
Total A.7110.0408					FUEL, OIL & LUBRICANTS					0.00	538.39
A.7110.0409					BLDG. & PARK IMPROV.						
55581264		02091		0000003222	INTERSTATE + LAKELAND LUMBER C ***** CEDAR POSTS FOR COLUMBUS PARK			10/10/2017	5	0.00	11.13
55581413		02091		0000006705	K.R.B. INC. VARIOUS ITEMS	*****		10/10/2017	5	0.00	72.40
Total A.7110.0409					BLDG. & PARK IMPROV.					0.00	83.53
A.7110.0410					SUPPLIES						
55581487		02091		0000007654	ABSOLUTE COMMUNICATIONS, INC. MISC. PHONE SUPPLIES	24242	10/10/2010	10/10/2017	5	0.00	99.97
Total A.7110.0410					SUPPLIES					0.00	99.97
A.7110.0411					MATERIALS						
55581386		02091		0000006705	K.R.B. INC. 5 ROLLS ORANGE FENCE	320259	10/10/2017	10/10/2017	5	0.00	125.00
55581442		02091		0000005140	TRAFFIC LANE CLOSURES, LLC GALVANIZED POSTS, SNOW FENCE, CAUTION TAPE	0047481-00 981786	10/10/2017	10/10/2017	5	0.00	1,605.00
55581443		02091		0000000138	J.A. JACKSON CORP CABLE TIES PURCHASE		10/10/2017	10/10/2017	5	0.00	312.20
Total A.7110.0411					MATERIALS					0.00	2,042.20
A.7110.0414					UTILITIES - HEATING						
55581423		02091		0000000125	CON EDISON MO. CHGS. 8.18-9/19/17 FOR VAR LOCATIONS	8/18-9/19/17	10/10/2017	10/10/2017	5	0.00	77.46
Total A.7110.0414					UTILITIES - HEATING					0.00	77.46
A.7110.0415					UTILITIES - WATER						

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Fund A											
Dept 7110											
GENERAL FUND											
PARKS DEPARTMENT											
A.7110.0415											
UTILITIES - WATER											
55581387		02091		0000008729	CENTRAL TURF & IRRIGATION SUPPL ***** WATER WHEEL SUPPLIES			10/10/2017	5	0.00	264.07
Total A.7110.0415										0.00	264.07
A.7110.0420											
PARKS DEPT BUILDING MAINTENANCE											
55581295		02091		0000006625	VITOLITE ELECTRICAL SUPPLIES ***** VARIOUS ELECTRICAL PARTS			10/10/2017	5	0.00	144.04
Total A.7110.0420										0.00	144.04
A.7110.0421											
CONTRACT SERVICES											
55581466		02091		0000008869	VERIZON WIRELESS 9792710409 MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17		10/10/2017	10/10/2017	5	0.00	116.35
Total A.7110.0421										0.00	116.35
Total Dept 7110											
PARKS DEPARTMENT											
RECREATION ADMINISTRATION											
Dept 7140											
A.7140.0220											
OFFICE EQUIPMENT											
55581384		02091		0000009754	CHASE CARD SERVICES 092917 CONSTANT CONTACT, FACEBOOK CHARGES		10/10/2017	10/10/2017	5	0.00	197.23
Total A.7140.0220										0.00	197.23
A.7140.0403											
PRINTING & STATIONERY											
55581269	201710090	02091		0000010906	MEGA DESIGNS - JANINE LANOTTE & 092817 SEASONAL GRAPHIC DESIGN SERVICES		10/10/2017	10/10/2017	5	0.00	470.00
55581271		02091		0000010906	MEGA DESIGNS - JANINE LANOTTE & 9282017 TURKEY TROT FLYER GRAPHIC DESIGN SERVICES		10/10/2017	10/10/2017	5	0.00	205.00
Total A.7140.0403										0.00	675.00
A.7140.0404											
POSTAGE											
55581476		02091		0000009048	PURCHASE POWER 8/1-8/31/17 123 M/ 10/10/2017 POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 8/1-8/31/17			10/10/2017	5	0.00	34.00
55581478		02091		0000009048	PURCHASE POWER 9/1-9/30/17 123 M/ 10/10/2017 POSTAGE USED 9/1-9/30/17 @ 123 MAMKAVE. FOR VAR DEPTS.			10/10/2017	5	0.00	36.34
55581475		02091		0000009048	PURCHASE POWER 7/1-7/31/17 123 M/ 10/10/2017 POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 7/1-7/31/17			10/10/2017	5	0.00	12.88
Total A.7140.0404										0.00	83.22

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Fund A											
GENERAL FUND											
Dept 7140											
RECREATION ADMINISTRATION											
A.7140.0410											
RECREATION SUPPLIES											
55581441		02091		0000008610	STAPLES INC. AND SUBSIDIARIES ***** OFFICE SUPPLIES FOR RECREATION			10/10/2017	5	0.00	132.23
Total A.7140.0410										0.00	132.23
A.7140.0421											
CONTRACT SERVICES											
55581396		02091		0000009894	EVERBANK COMMERCIAL FINANCE II4735092 CANON MONTHLY COPIER LEASE		10/10/2017	10/10/2017	5	0.00	410.75
55581260		02091		0000010535	NESTLE WATERS NORTH AMERICA 1710429138829 WATER DELIVERY SERVICES		10/10/2017	10/10/2017	5	0.00	82.40
Total A.7140.0421										0.00	493.15
Total Dept 7140										0.00	1,580.83
Dept 7143											
SPECIAL EVENTS											
A.7143.0410											
SUPPLIES											
55581384		02091		0000009754	CHASE CARD SERVICES 092917 FAMILY CAMP OUT FOOD PURCHASE		10/10/2017	10/10/2017	5	0.00	13.34
55581267	201710082	02091		0000009749	INK IT UP LTD. 1645 APPAREL ORDER FOR SEASON		10/10/2017	10/10/2017	5	0.00	687.00
55581261		02091		0000009802	CAPITAL ONE COMMERCIAL 003897 HOT CHOCOLATE AND CHOCOLATE PURCHASE FOR FAMILY CAMP OUT EVENT		10/10/2017	10/10/2017	5	0.00	56.83
Total A.7143.0410										0.00	757.17
Total Dept 7143										0.00	757.17
Dept 7180											
BEACH											
A.7180.0410											
SUPPLIES											
55581385	201710122	02091		0000000312	GLOBAL COMPUTER SUPPLIES 111623681 STORAGE CABINETS		10/10/2017	10/10/2017	5	0.00	1,549.00
Total A.7180.0410										0.00	1,549.00
A.7180.0421											
CONTRACT SERVICES											
55581384		02091		0000009754	CHASE CARD SERVICES 092917 NCR CHARGES		10/10/2017	10/10/2017	5	0.00	88.00
55581466		02091		0000008869	VERIZON WIRELESS 9792710409 MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17		10/10/2017	10/10/2017	5	0.00	159.28
55581465		02091		0000008869	VERIZON WIRELESS 9792710411 MO. CHGS. 8/14-9/13/17 FOR VAR LOCATIONS FOR IPADS AND TABLETS		10/10/2017	10/10/2017	5	0.00	487.85

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Fund A					GENERAL FUND						
Dept 7180					BEACH						
A.7180.0421					CONTRACT SERVICES						
Total A.7180.0421					CONTRACT SERVICES					0.00	735.13
Total Dept 7180					BEACH					0.00	2,284.13
Dept 7230					MARINA & DOCKS						
A.7230.0404					POSTAGE						
55581476		02091		0000009048	PURCHASE POWER 8/1-8/31/17 123 MAMK AVE. 8/1-8/31/17 POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 8/1-8/31/17		10/10/2017	10/10/2017	5	0.00	0.92
55581475		02091		0000009048	PURCHASE POWER 7/1-7/31/17 123 MAMK AVE. 7/1-7/31/17 POSTAGE USED BY VAR DEPTS. @ 123 MAMK AVE. 7/1-7/31/17		10/10/2017	10/10/2017	5	0.00	2.30
Total A.7230.0404					POSTAGE					0.00	3.22
A.7230.0409					BUILDING IMPROV.						
55581410		02091		0000000258	CLEANING SYSTEMS 482460 MOTION DISPENSER FOR WORKSHOP AND OFFICE		10/10/2017	10/10/2017	5	0.00	237.05
Total A.7230.0409					BUILDING IMPROV.					0.00	237.05
A.7230.0414					UTILITIES - HEATING						
55581423		02091		0000000125	CON EDISON 8/18-9/19/17 MO. CHGS. 8.18-9/19/17 FOR VAR LOCATIONS		10/10/2017	10/10/2017	5	0.00	22.12
Total A.7230.0414					UTILITIES - HEATING					0.00	22.12
A.7230.0421					CONTRACT SERVICES						
55581486		02091		0000008869	VERIZON WIRELESS 9792710409 MO. CHGS. FOR VAR LOCATIONS 8/14-9/13/17		10/10/2017	10/10/2017	5	0.00	63.40
55581425		02091		0000009894	EVERBANK COMMERCIAL FINANCE 1141369509 9/14/17 MO. CHGS. FOR VAR COPIERS IN VAR LOCATIONS 10/1-10/31/17		10/10/2017	10/10/2017	5	0.00	25.90
Total A.7230.0421					CONTRACT SERVICES					0.00	89.30
Total Dept 7230					MARINA & DOCKS					0.00	351.69
Dept 7317					YOUTH PROG. - DAY CAMP						
A.7317.0422					FEES						
55581262	201710117	02091		0000010760	HOUSE OF FINS LLC 30754CT MONTHLY SERVICE CONTRACT FOR SEPTEMBER 2017		10/10/2017	10/10/2017	5	0.00	1,000.00
Total A.7317.0422					FEES					0.00	1,000.00

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Fund A											
GENERAL FUND											
Dept 7317											
YOUTH PROG. - DAY CAMP											
Total Dept 7317										0.00	1,000.00
Dept 8020											
PLANNING											
A.8020.0404											
POSTAGE											
55581416		02091		0000009048	PURCHASE POWER POSTAGE FOR 169 MT PLEASANT 8/15 - 9/19/17 8000-9000-0496-9683	09-17	10/10/2017	10/10/2017	5	0.00	1.55
Total A.8020.0404										0.00	1.55
A.8020.0410											
SUPPLIES											
55581420		02091		0000008610	STAPLES INC. AND SUBSIDIARIES ***** SUPPLIES FOR BLDG AND PLANNING DEPTS			10/10/2017	5	0.00	35.50
Total A.8020.0410										0.00	35.50
A.8020.0421											
CONTRACT SERVICES											
55581481		02091		0000010904	SALLY J. ROBERTS CHGS FOR MINUTES OF PLANNING BOARD MEETING 9/13/17	10.3.17	10/10/2017	10/10/2017	5	0.00	350.00
55581407		02091		0000009643	ROBERT GALVIN PLANNER CONSULTING SEPT 2017	09-17	10/10/2017	10/10/2017	5	0.00	4,635.00
Total A.8020.0421										0.00	4,985.00
Total Dept 8020										0.00	5,022.05
Dept 8140											
STORM WATER MGMT											
A.8140.0421											
STORM WATER MGMT.CONTRACT SERVICES											
55581485		02091		ONETIME	SAVE THE SOUND REIMBURSEMENTS	06510	10/10/2017	10/10/2017	5	0.00	116.00
Total A.8140.0421										0.00	116.00
Total Dept 8140										0.00	116.00
Dept 8160											
SANITATION/WASTE COLLECTION											
A.8160.0407											
AUTOMOTIVE REPAIRS											
55581255		02091		0000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		10/10/2017	5	0.00	(189.96)
55581253		02091		0000006767	TIFCO INDUSTRIES MEGACRIMP HOSE ENDS	71284566	08/16/2017	10/10/2017	5	0.00	98.20
55581255		02091		0000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		10/10/2017	5	0.00	(120.58)
55581255		02091		0000000450	TRI-CITY AUTO PARTS	*****		10/10/2017	5	0.00	533.70

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund A		GENERAL FUND									
Dept 8160		SANITATION/WASTE COLLECTION									
A.8160.0407		AUTOMOTIVE REPAIRS									
					TRI-CITY AUTO PARTS VARIOUS AUTO PARTS						
55581256		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS VARIOUS AUTO PARTS	*****		10/10/2017	5	0.00	3.16
55581288		02091		0000007482	AMERICAN HOSE & HYDRAULICS HYD TUBE	0498314	09/25/2017	10/10/2017	5	0.00	177.68
55581277		02091		0000006767	TIFCO INDUSTRIES VARIOUS AUTO SUPPLIES	*****		10/10/2017	5	0.00	426.85
55581258		02091		0000005735	GABRIELLI TRUCK SALES LTD. VARIOUS TRUCK PARTS	*****		10/10/2017	5	0.00	1,438.39
55581395		02091		0000000328	VINCENTS GARAGE VEHICLE INSPECTIONS	*****		10/10/2017	5	0.00	45.00
55581249		02091		0000007448	B & E IRON WORKS LLC STEEL ANGLES & WELDING	*****		10/10/2017	5	0.00	780.00
55581248		02091		0000005006	CORSI TIRE TIRES	Q22910	09/22/2017	10/10/2017	5	0.00	37.00
55581244		02091		0000006778	LEBRINI SERVICE STATION WHEEL ALIGNMENT	10694	09/25/2017	10/10/2017	5	0.00	95.00
Total A.8160.0407		AUTOMOTIVE REPAIRS									0.00 3,324.44
A.8160.0408		FUEL, OIL & LUBRICANTS									
55581257		02091		0000010334	GRADE A PETROLEUM CORP. OILS FOR VEHICLES	*****		10/10/2017	5	0.00	660.80
55581390		02091		0000006620	DTM PARTS SUPPLY INC AUTO PARTS	34513	09/21/2017	10/10/2017	5	0.00	70.00
55581257		02091		0000010334	GRADE A PETROLEUM CORP. OILS FOR VEHICLES	*****		10/10/2017	5	0.00	520.67
55581417		02091		0000009258	GLOBAL MONTELLO GROUP CORP. DIESEL FUEL	17099085	09/25/2017	10/10/2017	5	0.00	1,708.07
Total A.8160.0408		FUEL, OIL & LUBRICANTS									0.00 2,959.54
A.8160.0410		SUPPLIES									
55581413		02091		0000006705	K.R.B. INC. VARIOUS ITEMS	*****		10/10/2017	5	0.00	26.00
Total A.8160.0410		SUPPLIES									0.00 26.00
A.8160.0446		RECYCLING EXPENSES									
55581237		02091		0000006377	VILLAGE OF PORT CHESTER GREENWASTE TIPP FEE	369622	09/20/2017	10/10/2017	5	0.00	2,759.50
55581404		02091		0000010570	ENVIRO WASTE OIL RECOVERY WASTE OIL	517307	09/25/2017	10/10/2017	5	0.00	190.05

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Fund A											
GENERAL FUND											
Dept 8160											
SANITATION/WASTE COLLECTION											
A.8160.0448											
RECYCLING EXPENSES											
Total A.8160.0448										0.00	2,949.55
Total Dept 8160										0.00	9,259.53
Dept 8170											
STREET CLEANING											
A.8170.0408											
FUEL, OIL & LUBRICANTS											
55581417		02091		0000009258	GLOBAL MONTELLO GROUP CORP. DIESEL FUEL	17099085	09/25/2017	10/10/2017	5	0.00	156.01
Total A.8170.0408										0.00	156.01
Total Dept 8170										0.00	156.01
Dept 8510											
COMMUNITY BEAUTIFICATION											
A.8510.0410											
COMMITTEE FOR THE ENVIRONMENT											
55581485		02091		ONETIME	SAVE THE SOUND REIMBURSEMENTS	06510	10/10/2017	10/10/2017	5	0.00	150.00
Total A.8510.0410										0.00	150.00
Total Dept 8510										0.00	150.00
Dept 9060											
HOSPITAL & MEDICAL INS.											
A.9060.0804											
HOSPITAL & MEDICAL INSURANCE											
55581312		02091		0000000310	ERNEST POCCIA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	104.90
55581313		02091		0000007272	ETHEL GOETZ MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581315		02091		0000005985	FRANK BONACCI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00
55581316		02091		0000006277	FREDERICK J. BARILE MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	104.90
55581317		02091		0000007150	FREDERICK T. DALY MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581318		02091		0000009827	GERALDINE DIAMOND MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00
55581319		02091		0000008221	HENRY RUFFLER MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00
55581320		02091		0000000402	IRENE ROMANI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581321		02091		0000009708	JAMES J. DONNELLAN	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00

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Fund A					GENERAL FUND						
Dept 9060					HOSPITAL & MEDICAL INS.						
A.9060.0804					HOSPITAL & MEDICAL INSURANCE						
					JAMES J. DONNELLAN MEDICARE REIMB.						
55581322		02091		0000008280	JAMES MANCUSI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00
55581323		02091		0000008193	JEANETTE PERON AND ALAN PERON MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	375.00
55581324		02091		0000004069	JOAN FLYNN MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00
55581325		02091		0000007229	JOAN MCMAHON MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	187.50
55581326		02091		0000005364	JOAN PATERNO & DOMINICK PATERNO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	209.80
55581327		02091		0000008246	JOHN DI CIOCCIO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	113.00
55581328		02091		0000004409	JUNE BISACCIA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	109.00
55581329		02091		0000004467	JOSEPH DELBIANCO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	105.00
55581330		02091		0000010126	LINDA S. SANITA AND FRANCIS G. S. MEDICARE REIMB. AUG 2014	OCT 2017	10/10/2017	10/10/2017	5	0.00	217.00
55581331		02091		0000000580	JOSEPH GARERI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	185.00
55581332		02091		0000007736	JUDITH A. CAPUTI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00
55581333		02091		0000002500	JULIA O'NEILL/ARTHUR O'NEILL MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	133.67
55581334		02091		0000008848	KEITH PETERKIN AND SHARON PETE MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	209.80
55581335		02091		0000007254	LAURENCE PRESTON MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	109.00
55581336		02091		0000009150	LEONARD M. VERRASTRO & LINDA C MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	245.00
55581337		02091		0000007537	LINDA ANDERSON/ROBERT ANDERS MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	218.00
55581338		02091		0000001257	LLOYD WRIGHT MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	187.50
55581339		02091		0000010062	MARIE HARTNETT CK # 98050 FOR \$209.80 VOIDED AND REPLACED - PAYMENT NOW \$104.90 AS HUSBAND DECEASED IN JULY 2016	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581340		02091		0000006462	MARK DELITTA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00
55581341		02091		0000009854	MARYELLEN DOPPKKE MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581342		02091		0000006205	MATTHEW FOSELLA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00

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Fund A					GENERAL FUND						
Dept 9060					HOSPITAL & MEDICAL INS.						
A.9060.0804					HOSPITAL & MEDICAL INSURANCE						
55581343		02091		0000009193	MICHAEL A. SENA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	348.30
55581344		02091		0000006335	MICHAEL AVOLIO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00
55581345		02091		0000008140	MICHAEL F.MC LOUGHLIN & MARGA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	219.00
55581346		02091		0000006222	ROSEMARIE REGGINA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	109.00
55581347		02091		0000006944	NICHOLAS GRETO/DIANE GRETO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	290.95
55581348		02091		0000007234	RICHARD CARROLL & FRANCES CAR MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	221.00
55581349		02091		0000008928	RICHARD E. LANZA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00
55581350		02091		0000010013	ROBERT F. DEGINA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	109.00
55581351		02091		0000010024	ROBERT HOLLAND MEDICARE REIMB. JAN 2016 BAL DUE \$24.50 PLUS FEB 2016 \$170.50	OCT 2017	10/10/2017	10/10/2017	5	0.00	187.50
55581352		02091		0000007317	ROBERT MORETTI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581353		02091		0000008330	ROGER AND ELLEN SIRLIN MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	175.00
55581354		02091		0000009649	SALVATORE DENARO & ROSEANN DI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	177.42
55581355		02091		0000005988	THOMAS LABARBERA & MARIE LABA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	209.80
55581356		02091		0000008017	VINCENT J. VERLEZZA MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	108.00
55581357		02091		0000009618	WILLIAM G. FINKE MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	108.34
55581358		02091		0000003900	WILLIAM MAGRINO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581364		02091		0000010143	GEORGE I. MALDONADO MEDICARE REIMBURSEMENT	OCT 2017	10/10/2017	10/10/2017	5	0.00	294.60
55581365		02091		0000003534	VICTOR FONTECCHIO REIMBURSEMENT FOR MEDICARE	OCT 2017	10/10/2017	10/10/2017	5	0.00	110.00
55581366		02091		0000006183	CAROLE POPICK AND STANLEY POP MEDICARE REIMB	OCT 2017	10/10/2017	10/10/2017	5	0.00	217.00
55581367		02091		0000010366	JACK RIO AND CUPERTINA RIO MEDICARE REIMBURSEMENT PART B	OCT 2017	10/10/2017	10/10/2017	5	0.00	93.63
55581368		02091		0000010426	EDWARD E. FLYNN MEDICARE REIMBURSEMENT	OCT 2017	10/10/2017	10/10/2017	5	0.00	104.90
55581369		02091		0000010421	ROBERT C. SWANSON AND ELAINE S MEDICARE REIMBURSEMENT	OCT 2017	10/10/2017	10/10/2017	5	0.00	216.00
55581370		02091		0000010614	REGAN KELLY	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00

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Fund A					GENERAL FUND						
Dept 9060					HOSPITAL & MEDICAL INS.						
A.9060.0804					HOSPITAL & MEDICAL INSURANCE						
					REGAN KELLY MEDICARE REIMBURSEMENT						
55581371		02091		0000003414	ANN COSTA MEDICARE REIMBURSEMENT	OCT 2017	10/10/2017	10/10/2017	5	0.00	128.00
55581372		02091		0000010686	MARIA F. AMBROSE MEDICARE REIMBURSEMENT	OCT 2017	10/10/2017	10/10/2017	5	0.00	127.00
55581373		02091		0000007077	ANDREW F. GENOVESE MEDICARE REIMBURSEMENT SEPT. 2016 AND OCT 2016 AT \$121.80 PER MONTH	OCT 2017	10/10/2017	10/10/2017	5	0.00	127.00
55581383		02091		0000010945	JEFFREY A. CARDILLO MEDICARE REIMBURSEMENT	OCT 2017	10/10/2017	10/10/2017	5	0.00	428.60
55581298		02091		0000000950	ADELE WOODRUFF MEDICARE REIMB	SEPT. 2017OCT 2	10/10/2017	10/10/2017	5	0.00	104.90
55581314		02091		0000006715	FRANK ADAMO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	109.00
55581299		02091		0000008602	ALEXANDER RICOZZI & ELIZABETH R MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	237.00
55581300		02091		0000006906	ANN MALAVET MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00
55581301		02091		0000005488	ANTONIO & RITA NICOLELLI MEDICARE REIMB. AUG 2014	OCT 2017	10/10/2017	10/10/2017	5	0.00	215.00
55581302		02091		0000009845	ARLENE F. VIGGIANO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00
55581303		02091		0000004370	CAROL A. VITTI MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	109.00
55581304		02091		0000002959	CATHERINE A. DIFALCO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	108.00
55581305		02091		0000007266	CHARLES DI RUZZIO/SHARON DI RUZZIO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	218.00
55581306		02091		0000010019	DAVID HAMMOND SR. & BARBARA H MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	218.00
55581307		02091		0000007922	DAWN SARLO AND JOHN P. SARLO MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	217.00
55581308		02091		0000009392	DIANA L. TORRE MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	112.00
55581309		02091		0000006945	EDWARD ENSIGN JR. & JUDITH ENSIGN MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	217.00
55581310		02091		0000006017	EDWARD K. MURRAY MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	111.00
55581311		02091		0000006541	EDWIN L. TURNER AND JOAN TURNER MEDICARE REIMB.	OCT 2017	10/10/2017	10/10/2017	5	0.00	282.00
Total A.9060.0804					HOSPITAL & MEDICAL INSURANCE					0.00	11,513.01
Total Dept 9060					HOSPITAL & MEDICAL INS.					0.00	11,513.01

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Fund A					GENERAL FUND						
Dept 9070					DENTAL INSURANCE						
A.9070.0807					DENTAL INSURANCE						
55581427		02091		0000010299	GUARDIAN GROUP DENTAL INS. PREMIUM FOR OCT. 2017	OCT. 2017	10/10/2017	10/10/2017	5	0.00	10,494.27
Total A.9070.0807					DENTAL INSURANCE					0.00	10,494.27
Total Dept 9070					DENTAL INSURANCE					0.00	10,494.27
Dept 9075					OPTICAL INSURANCE						
A.9075.0808					OPTICAL INSURANCE						
55581479		02091		0000002240	CSEA EMPLOYEE BENEFIT FUND EMPLOYEE OPTICAL PREMIUM FOR OCT. 2017	OCT. 2017	10/10/2017	10/10/2017	5	0.00	2,434.00
Total A.9075.0808					OPTICAL INSURANCE					0.00	2,434.00
Total Dept 9075					OPTICAL INSURANCE					0.00	2,434.00
Dept 9080					OTHER BENEFITS						
A.9080.0808					OPTICAL/WELFARE FUND						
55581359		02091		0000000998	VILLAGE OF MAMARONECK PBA CONTRACTUAL MONTHLY	OCT 2017	10/10/2017	10/10/2017	5	0.00	7,433.33
Total A.9080.0808					OPTICAL/WELFARE FUND					0.00	7,433.33
Total Dept 9080					OTHER BENEFITS					0.00	7,433.33
Total Fund A					GENERAL FUND					0.00	482,582.39

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Fund G					SEWER FUND						
Dept 8120					SANITARY SEWER SYSTEM						
G.8120.0407					AUTOMOTIVE REPAIRS						
55581240		02091		0000008355	SMITH-CAIRNS FORD MAZDA SUBAR 1823373 TRUCK PARTS		09/21/2017	10/10/2017	5	0.00	216.34
55581254		02091		0000010955	TRUX INC. SHIPPING SEWER TRUCK PARTS	352617	09/12/2017	10/10/2017	5	0.00	59.43
55581394		02091		0000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		10/10/2017	5	0.00	48.47
55581393		02091		0000008355	SMITH-CAIRNS FORD MAZDA SUBAR 1823878 VARIOUS AUTO PARTS		09/27/2017	10/10/2017	5	0.00	738.12
55581259		02091		0000000006	BREWERS HARDWARE VARIOUS HARDWARE	*****		10/10/2017	5	0.00	27.34
55581249		02091		0000007448	B & E IRON WORKS LLC STEEL ANGLES & WELDING	*****		10/10/2017	5	0.00	120.00
Total G.8120.0407					AUTOMOTIVE REPAIRS					0.00	1,209.70
G.8120.0408					FUEL, OIL & LUBRICANTS						
55581417		02091		0000009258	GLOBAL MONTELLO GROUP CORP. DIESEL FUEL	17099085	09/25/2017	10/10/2017	5	0.00	107.88
Total G.8120.0408					FUEL, OIL & LUBRICANTS					0.00	107.88
G.8120.0411					MATERIALS						
55581243		02091		0000002781	ORTIZ WELDING STEEL PLATE	97076	09/22/2017	10/10/2017	5	0.00	110.00
55581238		02091		0000003355	USA BLUE BOOK TRASH PUMP HOSES	369622	09/18/2017	10/10/2017	5	0.00	841.71
Total G.8120.0411					MATERIALS					0.00	951.71
G.8120.0421					CONTRACT SERVICES						
55581247		02091		0000000585	FRANK NASK SEPTIC TANK SERVICE 7036 EMERGENCY SEWER PUMP OUT		09/16/2017	10/10/2017	5	0.00	865.00
Total G.8120.0421					CONTRACT SERVICES					0.00	865.00
Total Dept 8120					SANITARY SEWER SYSTEM					0.00	3,134.27
Total Fund G					SEWER FUND					0.00	3,134.27

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund H17					2017 CAPITAL PROJECTS						
Dept 5110					STREET MAINTENANCE						
H17.5110.0360.0001					EMERGENCY REPAIR - TRANSFER STATION DEMO AND REPLACEMENT						
55581287		02091		0000003957	ABS SALES CO. OF WEST., INC. DOORS AN FRAMES AND HARDWARE	*****	10/10/2017		5	0.00	558.00
55581458		02091		0000004107	HOME DEPOT BUILDING MATERIALS	*****	10/10/2017		5	0.00	270.48
55581413		02091		0000006705	K.R.B. INC. VARIOUS ITEMS	*****	10/10/2017		5	0.00	46.40
Total H17.5110.0360.0001					EMERGENCY REPAIR - TRANSFER STATION DEMO AND REPLACEMENT					0.00	874.88
Total Dept 5110					STREET MAINTENANCE					0.00	874.88
Total Fund H17					2017 CAPITAL PROJECTS					0.00	874.88

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Account No.	Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund H18						2018 CAPITAL PROJECTS						
Dept 5110						STREET MAINTENANCE						
H18.5110.0380.0001						HILLSIDE AVENUE BRIDGE - ENG & ROW INCIDENTALS						
55581477	201710123	02091			0000010938	HUDSON VALLEY ENGINEERING ASS ***** HILLSIDE AVE BRIDGE - ENGINEERING CONSULTANT			10/10/2017	5	0.00	19,476.88
Total	H18.5110.0380.0001					HILLSIDE AVENUE BRIDGE - ENG & ROW INCIDENTALS					0.00	19,476.88
Total	Dept 5110					STREET MAINTENANCE					0.00	19,476.88
Total	Fund H18					2018 CAPITAL PROJECTS					0.00	19,476.88

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Account No. Voucher No.	PO No.	Check ID	Check No.	Vendor Code	Vendor Name Detail Line Description	Invoice No.	Invoice Date	Pay Due	Period	Enc. Amount	Expense Amount
Fund T					EXPENDABLE TRUST						
Dept 0000					.						
T.0000.9719					MAMARONECK HEALTH CENTER						
55581452		02091		0000006710	TERMINIX GENERAL PEST CONTROL SEPT 2017 FOR 234 STANLEY AVE.	SEPT. 2017	10/10/2017	10/10/2017	5	0.00	73.00
Total T.0000.9719					MAMARONECK HEALTH CENTER					0.00	73.00
Total Dept 0000					.					0.00	73.00
Total Fund T					EXPENDABLE TRUST					0.00	73.00

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Fund TA					AGENCY FUND						
Dept 0000					.						
TA.0000.1900					DISABILITY INSURANCE						
55581438		02091		0000007921	STANDARD SECURITY LIFE INS. CO. P/E 9/30/17 NYS DISABILITY BENEFITS QTRLY PREM. BILLING FOR PERIOD ENDING 9/30/17		10/10/2017	10/10/2017	5	0.00	1,692.90
Total TA.0000.1900					DISABILITY INSURANCE					0.00	1,692.90
TA.0000.3103.0287					1017 GROVE ST						
55581411		02091		0000007468	TERRABELLA LANDSCAPE DESIGN L 217-131 LANDSCAPE CONSULTING		10/10/2017	10/10/2017	5	0.00	517.50
Total TA.0000.3103.0287					1017 GROVE ST					0.00	517.50
TA.0000.3103.0372					HAMPSHIRE-1107 COVE RD						
55581407		02091		0000009643	ROBERT GALVIN PLANNER CONSULTING SEPT 2017	09-17	10/10/2017	10/10/2017	5	0.00	42.50
Total TA.0000.3103.0372					HAMPSHIRE-1107 COVE RD					0.00	42.50
TA.0000.3103.0431					145-149 LIBRARY LN-SITE PLAN-PB						
55581407		02091		0000009643	ROBERT GALVIN PLANNER CONSULTING SEPT 2017	09-17	10/10/2017	10/10/2017	5	0.00	340.00
Total TA.0000.3103.0431					145-149 LIBRARY LN-SITE PLAN-PB					0.00	340.00
TA.0000.3103.0441					500 RUSHMORE -3W-2017 NICHOLS YACHT YARD						
55581418		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW AUG 2017	142771	10/10/2017	10/10/2017	5	0.00	2,120.50
55581407		02091		0000009643	ROBERT GALVIN PLANNER CONSULTING SEPT 2017	09-17	10/10/2017	10/10/2017	5	0.00	510.00
Total TA.0000.3103.0441					500 RUSHMORE -3W-2017 NICHOLS YACHT YARD					0.00	2,630.50
TA.0000.3103.0443					145-149 LIBRARY LANE- PLANNING BOARD						
55581418		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW AUG 2017	142771	10/10/2017	10/10/2017	5	0.00	549.00
Total TA.0000.3103.0443					145-149 LIBRARY LANE- PLANNING BOARD					0.00	549.00
TA.0000.3103.0445					709 MUNRO AVE-PLANNING BOARD-3SUB-2017						
55581418		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW AUG 2017	142771	10/10/2017	10/10/2017	5	0.00	841.50
55581407		02091		0000009643	ROBERT GALVIN PLANNER CONSULTING SEPT 2017	09-17	10/10/2017	10/10/2017	5	0.00	382.50
Total TA.0000.3103.0445					709 MUNRO AVE-PLANNING BOARD-3SUB-2017					0.00	1,224.00

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Fund TA					AGENCY FUND						
Dept 0000					.						
TA.0000.3103.0454			422		E.B.P. RD-PLANNING-ELK HOMES PARTNERS						
55581407		02091		0000009643	ROBERT GALVIN PLANNER CONSULTING SEPT 2017	09-17	10/10/2017	10/10/2017	5	0.00	340.00
Total TA.0000.3103.0454			422		E.B.P. RD-PLANNING-ELK HOMES PARTNERS					0.00	340.00
TA.0000.3104.0093					IL CASTELLO SIDEWALK CAFE BOND AND PERMIT						
55581233		02091		ONETIME	ELM PROPERTIES PERMIT REFUND	004327	09/27/2017	10/10/2017	5	0.00	500.00
Total TA.0000.3104.0093					IL CASTELLO SIDEWALK CAFE BOND AND PERMIT					0.00	500.00
TA.0000.3104.0325					149 FENIMORE-#4168						
55581236		02091		ONETIME	PETER NALECKI PERMIT REFUND	004168	09/27/2017	10/10/2017	5	0.00	500.00
Total TA.0000.3104.0325					149 FENIMORE-#4168					0.00	500.00
TA.0000.3104.0384					108 DELANCY AVE #4267 STREET OPEN PERMIT						
55581232		02091		ONETIME	JTS CONSTRUCTION PERMIT REFUND	004267	09/27/2017	10/10/2017	5	0.00	500.00
Total TA.0000.3104.0384					108 DELANCY AVE #4267 STREET OPEN PERMIT					0.00	500.00
TA.0000.3104.0392					604 TOMPKINS-#4325-KENNETH RELLA						
55581231		02091		ONETIME	KENNETH RELLA PERMIT REFUND	004325	09/28/2017	10/10/2017	5	0.00	500.00
Total TA.0000.3104.0392					604 TOMPKINS-#4325-KENNETH RELLA					0.00	500.00
TA.0000.3104.0399					204 ROCKLAND-#4334-STREET PERMIT						
55581235		02091		ONETIME	ANGELO & JOEY PERMIT REFUND	004334	09/27/2017	10/10/2017	5	0.00	500.00
Total TA.0000.3104.0399					204 ROCKLAND-#4334-STREET PERMIT					0.00	500.00
TA.0000.3104.0403					704 SHORE ACRES-E.C.C.O-PERMIT 4343						
55581490		02091		ONETIME	ECCOIII PERMIT REFUND	*****		10/10/2017	5	0.00	500.00
Total TA.0000.3104.0403					704 SHORE ACRES-E.C.C.O-PERMIT 4343					0.00	500.00
TA.0000.3104.0404					265 S. BARRY AVE-E.C.C.O-PERMIT 4342						
55581490		02091		ONETIME	ECCOIII PERMIT REFUND	*****		10/10/2017	5	0.00	500.00

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Fund TA					AGENCY FUND						
Dept 0000					.						
TA.0000.3104.0404					265 S. BARRY AVE-E.C.C.O-PERMIT 4342						
Total TA.0000.3104.0404					265 S. BARRY AVE-E.C.C.O-PERMIT 4342					0.00	500.00
Total Dept 0000					.					0.00	10,836.40
Total Fund TA					AGENCY FUND					0.00	10,836.40
Grand Total										0.00	516,977.82

Dept. No.	Name	Enc. Amount	Exp. Amount
0000	.	0.00	53,335.98
0170	TRANSPORTATION	0.00	175.20
1010	BOARD OF TRUSTEES	0.00	299.28
1110	VILLAGE JUSTICE	0.00	6,557.12
1130	TRAFFIC VIOLATIONS BUREAU	0.00	7,858.96
1210	MAYOR	0.00	1,029.02
1230	VILLAGE MANAGER	0.00	3,613.74
1325	CLERK-TREASURER	0.00	2,201.82
1420	LAW	0.00	40,337.81
1440	ENGINEER	0.00	7,966.29
1460	RECORDS MANAGEMENT	0.00	1,650.00
1490	PUBLIC WORKS ADMIN.	0.00	1,577.94
1620	PUBLIC SAFETY BUILDING	0.00	657.98
1621	ADMINISTRATIVE OFFICES	0.00	5,118.00
1640	CENTRAL GARAGE	0.00	536.91
1650	CENTRAL COMMUNICATION SYS	0.00	5,767.65
1670	CENTRAL PRINT. & MAILING	0.00	1,771.17
1680	CENTRAL DATA PROCESSING	0.00	5,485.25
1910	UNALLOCATED INSURANCE	0.00	105,824.00
1920	MUNICIPAL ASSOC. DUES	0.00	750.00
1950	TAXES VILLAGE PROPERTY	0.00	55.57
3120	POLICE DEPT	0.00	120,951.12
3150	JAIL	0.00	326.70
3310	TRAFFIC CONTROL	0.00	1,450.00
3321	ON STREET METER REPAIR	0.00	2,081.78
3410	FIRE DEPARTMENT	0.00	46,971.78
		0.00	516,977.82

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			3510		CONTROL OF ANIMALS		0.00	2,211.00			
			3620		SAFETY INSP.-BLDG.		0.00	1,134.15			
			3621		ELECTRICAL DEPARTMENT		0.00	89.58			
			5110		STREET MAINTENANCE		0.00	29,712.87			
			7110		PARKS DEPARTMENT		0.00	3,792.86			
			7140		RECREATION ADMINISTRATION		0.00	1,580.83			
			7143		SPECIAL EVENTS		0.00	757.17			
			7180		BEACH		0.00	2,284.13			
			7230		MARINA & DOCKS		0.00	351.69			
			7317		YOUTH PROG. - DAY CAMP		0.00	1,000.00			
			8020		PLANNING		0.00	5,022.05			
			8120		SANITARY SEWER SYSTEM		0.00	3,134.27			
			8140		STORM WATER MGMT		0.00	116.00			
			8160		SANITATION/WASTE COLLECTION		0.00	9,259.53			
			8170		STREET CLEANING		0.00	156.01			
			8510		COMMUNITY BEAUTIFICATION		0.00	150.00			
			9060		HOSPITAL & MEDICAL INS.		0.00	11,513.01			
			9070		DENTAL INSURANCE		0.00	10,494.27			
			9075		OPTICAL INSURANCE		0.00	2,434.00			
			9080		OTHER BENEFITS		0.00	7,433.33			
			Grand Total:				0.00	516,977.82			

Village of Mamaroneck, NY

Item Title: Resolution Authorization To Execute A Lease Agreement With Larchmont-Mamaroneck Community Television (LMC-TV) To Lease Village Owned Property

Item Summary: Resolution Authorization To Execute A Lease Agreement With Larchmont-Mamaroneck Community Television (LMC-TV) To Lease Village Owned Property

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 3A

Cover Memo

second revised LMC-TV lease 8.31.17

Cover Memo

LMC-TV Alternative Presentation 091117 v2

Cover Memo

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT YAMUDER
VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

OCTOBER 10, 2017

ITEM 3A – AGENDA REGULAR MEETING

RESOLUTION RE:

**AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH LARCHMONT-MAMARONECK
COMMUNITY TELEVISION (LMC-TV) TO LEASE VILLAGE OWNED PROPERTY**

WHEREAS, for nearly 35 years, Larchmont-Mamaroneck Community Television (LMC-TV) has operated the preeminent public access television program in Westchester County and has helped to heighten community awareness and increase community participation through the making and viewing of local television reflecting the concerns, interests and activities of the community; and

WHEREAS, through its efforts, LMC-TV has fostered an informed citizenry actively engaged with their civic institutions including their local governments and school districts, as well as promoting various other community activities which serve to meet the cultural, spiritual and educational needs of the larger Mamaroneck community; and

WHEREAS, it is proper and appropriate that local governments support the use of these valuable media resources, such as LMC-TV, in furtherance of the mission of promoting an informed public as they have been provided through the negotiation of franchise agreement with cable companies; and

WHEREAS, since its inception, LMC-TV has grown in both its programmatic capabilities and space needs and currently operates out of multiple facilities and its asset to the community would only be enhanced by relocating to a consolidated facility with a highly visible location; and

WHEREAS, one such location is the former Hook & Ladder Firehouse located at 147 Mamaroneck Avenue owned by the Village of Mamaroneck and among the benefits of said location is that it would allow LMC-TV to meet its programmatic objectives which include training community residents to produce local programming while also helping to activate an underutilized section of Mamaroneck Avenue within the Central Business District; and

WHEREAS, by resolution dated September 26, 2016, the Village of Mamaroneck Board of Trustees authorized the execution of a lease agreement with LMC-TV to lease said 147 Mamaroneck Avenue to LMC-TV; and

WHEREAS, since that authorization additional information has come to the attention of the Board of Trustees which alters some of the underlying assumptions on which the original was agreement was based; and

WHEREAS, the Board of Trustees has caused a new lease agreement to be prepared, which provides for a long-term lease for LMC-TV to ensure the continued operation of this valuable community asset with an option establish a permanent presence to purchase the Firehouse at a set price while also providing a direct financial

benefit through the financial terms of the lease, for a property that is currently tax-exempt, while also serving to revitalize the 100 block of Mamaroneck Avenue which will have an ancillary economic benefit;

NOW, THEREFORE, BE IT RESOLVED by the Village of Mamaroneck Board of Trustees that the Village Manager is authorized to execute a lease agreement in substantially the same form as attached hereto and made a part hereof, to lease the former Hook & Ladder Firehouse located at 147 Mamaroneck Avenue and identified as Section 9, Block 12, Lot 8 on the Town of Mamaroneck Tax Map; and be it further

RESOLVED, that the Village Manager is authorized to take such other and further administrative acts as may be necessary to effectuate the terms of the agreement.

THE VILLAGE OF MAMARONECK, Landlord

and

LARCHMONT MAMARONECK COMMUNITY TELEVISION, INC., Tenant

AGREEMENT OF LEASE
DATED: _____

AGREEMENT OF LEASE (this "Lease"), made as of the ____ day of _____, 2016⁷ between THE VILLAGE OF MAMARONECK, a domestic municipal corporation, being a Village in the County of Westchester and State of New York, with offices at 123 Mamaroneck Avenue, Mamaroneck, NY 10543, ("Landlord") and LARCHMONT MAMARONECK COMMUNITY TELEVISION, INC., having an address at _____ ("Tenant").

ARTICLE 1

Certain Terms

1.01 The following terms shall have the meanings set forth opposite each of them:

"Base Rent." ~~For the first ten (10) Rent Years, \$25,200.00~~ \$46,200.00 per Rent Year, payable in equal monthly installments of ~~\$2,100.00~~ \$3,850.00 per month;

For the following five (5) Rent Years, and provided Tenant exercises Tenant's First Continuation Option (as defined and in accordance with Article 31 below) (the "First Continuation Term"), and for the five (5) Rent Years following the First Continuation Term, provided Tenant exercises Tenant's Second Continuation Option (as defined and in accordance with Article 31 below) (the "Second Continuation Term"), the Base Rent shall be "Fair Market Value". In determining Fair Market Value, the Landlord shall notify Tenant of the Fair Market Value as established by Landlord which Fair Market Value should be reduced to take account of the fact that Tenant has installed, and continues to maintain, all improvements and the fixtures, machinery and equipment located in or on the Demised Premises. Should Tenant dispute Landlord's determination, then the Tenant shall be free to, at the Tenant's sole cost and expense, employ the services of an appraiser familiar with similar uses in similar buildings located within the Westchester County area, who shall be a member of MAI and who shall render an appraisal. If the Landlord and the Tenant's appraiser cannot agree on the Fair Market Value, or in such case, on an independent appraiser acceptable to both, either party may request the American Arbitration Association to appoint such independent appraiser who shall be a member of MAI familiar with similar buildings in the area of the Demised Premises, and in such event the judgment of the independent appraiser shall be final and binding upon the parties. The parties shall share equally in the cost of any such independent appraiser. Pending resolution of the issue of fair rental value, the Tenant shall pay Landlord as of commencement of the respective continuation term, the Base Rent as established by Landlord, subject to retroactive adjustment upon final determination of this issue.

"Building." The building erected in the Village of Mamaroneck, State of New York, and known as 147 Mamaroneck Avenue, Mamaroneck, New York.

"Commencement Date." October 1, 2017, or 30 days from the date on which Landlord's Improvements are completed, whichever is later.

"Demised Premises." The land on which the Building is located, as more particularly described in Schedule A attached hereto and made a part hereof, and the Building and other

improvements located thereon.

“Expiration Date.” The day that is one (1) day prior to the tenth (10th) anniversary of the Commencement Date.

“Landlord’s Improvements.” The structural improvements that Landlord is required to make under Section 2.03 of this Lease Agreement.

“Rent Commencement Date.” The earlier of (i) the date on which the Certificate of Occupancy for the Demised Premises is issued and (ii) the date on which ~~is~~ the Certificate of Occupancy for the Demised Premises would have been issued had Tenant acted with due diligence in completing the work necessary to obtain a Certificate of Occupancy, but not later than one year from the Commencement Date.

Provided Tenant acts diligently and in good faith to obtain the Certificate of Occupancy for the Demised Premises as expeditiously as possible, Tenant may request an extension of the Rent Commencement Date if the issuance of the Certificate of Occupancy is delayed beyond one year from the Commencement Date due to circumstances outside of Tenant’s control.

“Rent Year.” The period commencing on the Rent Commencement Date and ending with the day preceding the first anniversary of such date, and each twelve-month period thereafter measured from each anniversary date, except that if the period between the last such anniversary and the Expiration Date is less than twelve months, then the last Rent Year shall be such lesser period.

“Security Deposit.” \$4,200.00 deposited pursuant to Article 33 hereof.

“Tenant’s Property.” All of Tenant’s trade fixtures, moveable equipment and other moveable personal property.

“Term.” The period beginning on the Commencement Date and ending at noon on the Expiration Date.

“Unavoidable Delays.” Acts of God, governmental restrictions or guidelines, strikes, labor disturbances, shortages of materials and supplies and any other causes or events whatsoever beyond Landlord’s reasonable control.

ARTICLE 2

Demise and Premises; Landlord’s Improvements

2.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Demised Premises for the Term, for the rents herein reserved and upon and subject to the conditions and covenants hereinafter provided. Each party hereto agrees to observe and perform all of the conditions and covenants herein contained on its part to be observed and performed.

2.02 Tenant hereby represents, warrants, confirms and agrees that it has inspected the

Demised Premises, knows the condition thereof and agrees to accept the same on the Commencement Date “as is” subject to any and all defects therein, latent or otherwise, except as in this Lease expressly set forth to the contrary. Tenant acknowledges that, except as expressly set forth in this Lease, Landlord has made no warranties or representations whatsoever with respect to the Building, the Demised Premises or the furniture, fixtures and personal property therein contained or therein to be contained on the Commencement Date, if any, and Tenant agrees that Landlord has no obligation to alter or repair the Building, the Demised Premises or the furniture, fixtures and personal property therein contained or therein to be contained on the Commencement Date, if any, or to prepare the same in any way for Tenant’s occupancy, use or otherwise, except as expressly set forth in this Lease to the contrary. Landlord further represents, warrants and agrees that the Demised Premises shall be delivered vacant, broom clean and free of all leases, tenants and occupancies as of the Commencement Date, failing which the Commencement Date shall be extended until such time as the Demised Premises are in the condition required by this sentence.

2.03 Prior to Tenant’s occupancy, Landlord will make up to \$500,000 in structural improvements to be mutually agreed upon by Landlord and Tenant.

ARTICLE 3

Rent

3.01 Commencing on the Rent Commencement Date, Tenant shall pay to Landlord without notice or demand and without abatement, deduction or set-off, in lawful money of the United States of America, at the office of the Landlord as specified on the first page of this Lease or at such other place as Landlord may designate in writing, the Base Rent reserved under this Lease for each Rent Year of the Term, payable in equal monthly installments in advance on the first day of each and every calendar month during the Term; and additional rent consisting of all such other sums of money as shall become due from and payable by Tenant hereunder (for default in payment of which Landlord shall have the same remedies as for a default in payment of Base Rent).

3.02 Tenant shall pay the Base Rent and additional rent herein reserved promptly as and when the same shall become due and payable under this Lease. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month the Base Rent and additional rent shall be prorated for the period from the Rent Commencement Date to the last day of the said calendar month and shall be due and payable on the Rent Commencement Date.

3.03 Whenever used in this Lease, the term (insofar as it pertains to this Lease) “fixed rent,” “minimum rent,” “base rent” or “basic rent,” or any such term using the word “rental,” “rents,” or “rentals” in lieu of “rent,” shall mean Base Rent; and whenever used in this Lease, the term (insofar as it pertains to this Lease) “rent,” “rental,” “Rent,” or the plural of any of them, shall mean Base Rent and additional rent.

3.04 If Tenant shall fail to pay within ten (10) days of when due any installment or payment of Base Rent or additional rent, Tenant shall be required to pay a late charge of \$0.04 for each \$1.00 which remains so unpaid. Such late charge is intended to compensate Landlord

for additional expenses incurred by Landlord in processing such late payments. Nothing herein shall be intended to violate any applicable law, code or regulation, and in all instances all such charges shall be automatically reduced to any maximum applicable legal rate or charge. Such charge shall be imposed monthly for each late payment.

3.05 It is the purpose and intent of Landlord and Tenant that, except as expressly set forth in this Lease to the contrary, the Base Rent shall be absolutely net to Landlord, and that all costs, expenses and other charges and obligations of every kind and nature whatsoever relating to the Demised Premises or the Building and improvements situated thereon which may arise or become due during or out of the Term shall be paid by Tenant, as set forth herein.

ARTICLE 4

Payment of Taxes, Assessments, Etc.

4.01 During and throughout the Term, Tenant shall pay, before any fine, penalty, interest or cost may be added thereto, or become due, or be imposed by operation of law for the non-payment thereof, all taxes, assessments, water and sewer rents, rates and charges, charges for public utilities, excises, levies, licenses and permit fees, and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed, or become a lien on, the Demised Premises or any buildings or improvements now or hereafter situated thereon or any part thereof (including, without limitation, buildings and improvements during the course of construction) or any appurtenance thereto.

ARTICLE 5

Utilities

5.01 It is specifically agreed that Tenant shall provide and pay for heat, electricity, air conditioning, oil, gas, water, and any and all other utilities for the Demised Premises, and Landlord shall not be required to furnish, or be liable for any interruption of, any services, utilities or facilities to, or about, the Demised Premises. Notwithstanding the foregoing, the accounts for the utilities described herein shall remain in the name of the Landlord.

ARTICLE 6

Use

6.01 The Demised Premises shall be used and occupied, in accordance with applicable law, solely as the home office for Tenant including TV studios and transmitting facilities, and for no other purpose (the "Permitted Use").

6.02 Tenant shall not use the Demised Premises or any part thereof or allow the same to be used or occupied in violation of any certificate of occupancy covering the use of the Demised Premises or allow any condition to exist on the Demised Premises or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by

law.

6.03 Tenant shall not suffer or permit the Demised Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any of the provisions of any grant, lease, or mortgage to which this Lease is subordinate, (ii) violate any laws or requirements of public authorities, (iii) make void or voidable any fire or liability insurance policy then in force with respect to the Building, (iv) cause or in Landlord's reasonable opinion be likely to cause physical damage to the Demised Premises or any part thereof or (v) constitute a public or private nuisance.

6.04 If any governmental license or permit, other than a Certificate of Occupancy, shall be required for the proper and lawful conduct of Tenant's business in the Demised Premises, or any part thereof, then Tenant, at its expense, shall duly procure and thereafter maintain such license or permit, but in no event shall failure to procure and maintain same by Tenant affect Tenant's obligations hereunder. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy the Demised Premises, or do or permit anything to be done on or about the Demised Premises, in violation of the Certificate of Occupancy for the Building.

6.05 Tenant shall not place a load upon any floor of the Building exceeding the floor load per square foot which such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law.

ARTICLE 7

Access

7.01 Landlord or Landlord's agents or employees shall have the right upon written request made on reasonable advance notice to Tenant, or to an authorized employee of Tenant at the Demised Premises, to enter and/or pass through the Demised Premises or any part thereof, at reasonable times during reasonable hours, (i) to examine the Demised Premises or to show them to holders of mortgages, insurance carriers, or prospective purchasers or mortgagees of the Demised Premises, (ii) for the purpose of making repairs or changes in or to the Demised Premises which are the responsibility of Landlord under this Lease or which are the responsibility of Tenant under this Lease upon the failure of Tenant to timely do so (provided, however, that this right shall not be deemed as obligating Landlord to make any repairs which are the responsibility of Tenant in accordance with the terms hereof); and (iii) during the last six (6) months of the term of this Lease, to exhibit the Demised Premises to prospective tenants. Landlord's rights under this Section shall be exercised in such manner as will not unreasonably interfere with Tenant's use and occupancy of the Demised Premises. In furtherance of the preceding sentence, Landlord agrees that: (a) it will take reasonable steps to avoid obstructing Tenant's means of access to the Demised Premises during the period of time when Landlord may be performing repairs to the Demised Premises as in this Lease provided; (b) in connection with any such repairs, only materials and equipment used to perform such repairs will be stored at the Demised Premises; and (c) all installations made by Landlord in the Demised Premises in connection with any such repairs shall, to the extent commercially practicable, be concealed in the walls, existing columns, ceilings or floors. Landlord, its agents or employees, shall also have

the right to enter on and/or pass through the Demised Premises, or any part hereof without notice at such times as such entry shall be required by circumstances of emergency affecting the Demised Premises; included among the foregoing emergencies shall be a situation where water has entered the Building, in which event upon Landlord learning thereof Landlord may (but shall not be obligated to) enter the Building and remove such water, and Tenant shall pay Landlord for the cost of such removal as additional rent.

ARTICLE 8

Tenant's Changes

8.01 Except for Tenant's Structural Changes (as defined below) depicted on the plans and specifications attached hereto as Exhibit 1, which changes have heretofore been approved by the Landlord, Tenant shall not, at any time or from time to time during the Term, make any structural alterations, additions, installations, substitutions, or improvements (hereinafter collectively called "structural changes" and, as applied to changes provided for in this Article, "Tenant's Structural Changes") in and to the Demised Premises, without Landlord's prior written consent in all instances, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord shall consent, all Tenant's Changes shall comply with the following conditions: (a) the proper functioning of any of the mechanical, electrical, sanitary and other service systems of the Building shall not be adversely affected; and (b) before proceeding with any change Tenant shall submit to Landlord, for Landlord's reasonable approval, plans and specifications for the work to be done. In connection with any Tenant's Structural Changes, Landlord agrees to review and either approve or deny Tenant's plans and specifications therefore not later than thirty (30) days after the full and complete submission thereof to Landlord (the "Submission Date"). Upon the completion of Landlord's review of Tenant's plans and specifications as aforesaid, Landlord shall advise Tenant in writing either that Landlord approves of Tenant's plans and specifications or that Landlord does not approve of Tenant's plans and specifications and, if Landlord does not issue its approval, Landlord shall state the reasons why Landlord has not approved Tenant's plans and specifications. Tenant may, thereafter, re-submit Tenant's plans and specifications for Landlord's re-review and, not later than ten (10) days thereafter, Landlord shall advise Tenant in writing either that Landlord approves of Tenant's plans and specifications or that Landlord does not approve of Tenant's plans and specifications and, if Landlord does not issue its approval, Landlord shall again state the reasons why Landlord has not approved Tenant's plans and specifications. This resubmission and re-review procedure shall continue at Tenant's election until Tenant's plans and specifications are approved by Landlord. Except for Tenant's Structural Changes depicted on the plans and specifications attached hereto as Exhibit 1, which changes have heretofore been approved by the Landlord, Tenant agrees to reimburse Landlord for its actual and reasonable out of pocket costs paid to or incurred in favor of Landlord's architects, engineers and other professional advisors in connection with the review of Tenant's plans and specifications.

8.02 All Tenant's Structural Changes shall at all times comply with laws, orders and regulations of governmental authorities having jurisdiction thereof, and Tenant, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of Tenant's Structural Changes and for final approval thereof upon completion, and shall cause Tenant's Structural Changes to be performed in compliance therewith and with all

applicable requirements of insurance bodies, and in good and first class workmanlike manner, using materials and equipment at least equal in quality and class to the original installations of the Building. Throughout the performance of Tenant's Structural Changes, Tenant, at its expense, shall carry, or cause to be carried, workmen's compensation insurance in statutory limits, and general liability insurance for any occurrence on, in or about the Building, of which Landlord shall be named as additional insured, in such limits as Landlord may reasonably prescribe (but not less than those specified in Article 11), with insurers admitted to do business in the State of New York having a rating of no less than "A/VII" in the most current edition of Bests Key Rating Guide. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Tenant's Structural Changes and, on request, at reasonable intervals thereafter during the continuance of Tenant's Structural Changes. No Tenant's Structural Changes shall involve the removal of any fixtures, equipment or other property in the Demised Premises (other than Tenant's Personal Property), unless such fixtures, equipment or other property shall be promptly replaced, at Tenant's expense and free of superior title, liens and claims, with fixtures, equipment or other property (as the case may be) of like utility and at least equal value (which replaced fixtures, equipment or other property shall thereupon become the property of Landlord), unless Landlord shall otherwise expressly consent in writing.

8.03 Tenant, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Tenant's Structural Changes which shall be issued by the appropriate department of the municipality where the Building is located or any other public authority having or asserting jurisdiction. Tenant shall defend, indemnify and save harmless Landlord against any and all mechanics and other liens in connection with Tenant's Structural Changes, repairs or installations, including but not limited to the liens of any conditional sales of, or chattel mortgages upon, any materials, fixtures, or articles so installed in and constituting part of the Demised Premises and against all costs, attorney's fees, fines, expenses and liabilities reasonably incurred in connection with any such lien, conditional sale or chattel mortgage or any action or proceeding brought thereon. Tenant, at its expense, shall, not later than thirty (30) days after the filing of any such lien against the Demised Premises or the Building, procure the satisfaction and discharge of such lien by bonding or otherwise. If Tenant shall fail to comply with the foregoing requirements within the aforesaid time period, then, in addition to any other right or remedy that Landlord may have, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings.

8.04 For purposes of this Article 8, Tenant's Structural Changes shall mean alterations, additions, installations, substitutions, or improvements to the following portions of the Demised Premises: the roof (including, without limitation, membrane, decking and related systems), façade, foundation, footings, exterior and load bearing walls, load bearing columns and supports, and exterior drainage and piping.

ARTICLE 9

Personal Property

9.01 All fixtures, equipment, improvements and appurtenances attached to or built into the Demised Premises at the Commencement Date or during the Term, whether or not by or at the expense of Tenant, other than Tenant's Property, and except as set forth in Article 8, shall be and remain a part of the Demised Premises, shall be deemed the property of Landlord and shall not be removed by Tenant.

ARTICLE 10

Repairs and Maintenance

10.01 Tenant shall, at all times during the Term, at its sole cost and expense, maintain the Demised Premises including without limitation, in a condition of proper cleanliness, order and state of attractive appearance; keep the sidewalks and streets adjoining the Demised Premises and any sidewalks, pathways, lawns, shrubs, trees and other landscaped areas, lighting and parking areas located on the Demised Premises in good order and repair, and free from snow, ice or any unlawful obstructions; and Tenant will, at all times make all necessary repairs to the Demised Premises of whatever nature, extraordinary as well as ordinary, excluding, however, Structural Repairs (defined below), which Structural Repairs shall be the responsibility of Landlord to make under this Lease as and when required, to the same condition as of the Commencement Date, and Tenant will keep all improvements and the fixtures, machinery and equipment located in or on the Demised Premises and every part thereof in good order and repair, reasonable wear and tear excepted. It is specifically understood and agreed that Landlord shall have no duty whatsoever to keep any portion of the Demised Premises free from snow and ice, nor to make any repairs of any kind to the Demised Premises or to the sidewalks and streets adjacent thereto, or to any other improvements, or to the fixtures, machinery and equipment located thereon during the Term, except as expressly set forth in this Lease. For purposes of this Article 10, "Structural Repairs" means repairs to the roof (including, without limitation, membrane, decking and related systems), foundation, footings, exterior and load bearing walls, load bearing columns and supports, and exterior drainage and piping.

10.02 In the event Tenant defaults in making any repairs to, or maintenance of, the Demised Premises as provided in this Article 10 and, at its option, Landlord elects in accordance with Article 25 to make such repairs (at the expense of Tenant and subject to any other terms of this Lease) during Tenant's continued occupancy of the Demised Premises (which election shall not waive any other rights Landlord may have hereunder), Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to Tenant's business arising from Landlord making said repairs.

10.03 When used in this Lease the term "repair" shall be deemed to include restoration and replacement as may be necessary to achieve and/or maintain good working order and condition.

10.04 Tenant agrees, from time to time during the term of this Lease, to engage the

services of an exterminating company as may be necessary to treat the Demised Premises for rodents, insects and other possible infestations.

ARTICLE 11

Insurance

11.01 Tenant, at its expense, shall maintain throughout the Term the following types of insurance: (a) Commercial General Liability Insurance covering claims for bodily injury, death and property damage occurring upon, in or about the Demised Premises; such insurance shall afford coverage of not less than \$3,000,000.00 combined single limit for bodily injury, death and property damage; there shall be added to or included within said liability insurance all other coverages as may be usual to Tenant's use of the Demised Premises; said insurance shall be written in a primary policy not contributing with, or in excess of, insurance that Landlord may have and shall include coverage on an "occurrence basis" rather than a "claims made" basis; (b) "all risk" property insurance on all of Tenant's Property, including contents and trade fixtures; (c) workers' compensation and employer's liability as required by law; (d) disability benefits liability as required by law; and (e) owners' and contractors' protective liability coverage in an amount not less than \$1,000,000 during the performance by or on behalf of Tenant of any work under this Lease, until completion thereof. The insurance described in clauses (a) and (e) hereof shall indicate that the Landlord and any mortgagee of a superior mortgage are additional insureds.

11.02 (A) Tenant at its own cost and expense, during the Term, shall keep insured the Building together with all other betterments and improvements forming part of the Demised Premises, against loss or damage by fire and such other risks as are from time to time customarily included in the broad form of extended coverage endorsements (commonly known as "all risk" endorsements) attached to the fire insurance policies in the State of New York, in an amount sufficient to prevent the insured from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred (100%) percent of the full replacement cost of the Building and other betterments and improvements. Said policy shall be endorsed to name Landlord as the sole loss payee and provide that all proceeds of such policy be paid to Landlord.

(B) The term "replacement cost" insofar as the Building is concerned shall mean the full cost of repair or replacement of the Building, betterments and improvements included in the Demised Premises without deduction for depreciation but excluding foundation and excavation costs or the cost of underground flues, pipes and drains.

(C) If Landlord, acting reasonably, claims that the amount of fire insurance carried by Tenant is not sufficient to cover the replacement cost of the Building and the betterments and improvements thereto as from time to time existing, then Tenant, at the request of Landlord, shall obtain a written appraisal of the insurance company or companies underwriting the risk or of a party acceptable to such company or companies and the replacement cost as given in said appraisal shall be deemed the replacement cost of the Building, betterments and improvements.

11.03 On or before the Commencement Date, Tenant shall furnish Landlord with a paid

certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished. In the event Tenant fails to procure any insurance required under this Lease, after notice to Tenant, Landlord may, but shall not be obligated to procure same, in which event, the premium paid shall be refunded by Tenant to Landlord within twenty (20) days of demand.

11.04 All such insurance shall be effected under valid and enforceable policies (i) which may cover the Demised Premises and other locations provided that at all times there is adequate insurance attributable to the Demised Premises to comply with the insurance requirements set forth herein, (ii) shall be issued by an insurer of recognized responsibility licensed to do business in New York State and reasonably satisfactory to Landlord with a Best's Key Rating Guide of "A/VII" or better, (iii) shall contain a provision whereby the insurer agrees not to cancel, or materially amend, the insurance without thirty (30) days' prior written notice to Landlord, and (iv) may contain deductibles in such amounts as Tenant determines, but not exceeding \$5,000 with respect to property damage and \$10,000 with respect to liability insurance.

11.05 Notwithstanding any other provision of this Lease, in the event of loss or damage to the Building or the Demised Premises, and/or any contents, each of Landlord and Tenant agree to look first to any insurance in its favor (which, in the case of Landlord, may include any casualty insurance obtained by Tenant in respect of which Landlord is named as loss payee) before pursuing any claim against the other party. Landlord and Tenant shall use due diligence to obtain, for each policy of such property insurance, provisions pursuant to which their insurer waives subrogation or consents to a waiver of any claim against the other party, their employees and agents, for loss or damage within the scope of the insurance, and to the extent of such waiver or consent, each party for itself and its insurers waives all such insured claims against the other party. If such waiver or agreement is available only upon payment of a premium, the insured party shall notify the other party promptly after learning thereof and the other party shall have the right to pay the premium and obtain the waiver or otherwise to forfeit the waiver.

11.06 All Tenant's insurance coverage provided shall be endorsed to be primary to all insurance available to Landlord, with all insurance carried by Landlord being excess, secondary and non-contributing.

11.07 Tenant hereby releases Landlord from any and all claims or causes of action whatsoever that Tenant might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance including, without limitation, the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Tenant pursuant to this Lease.

ARTICLE 12

Subordination, Attornment, Notice to Lessor and Mortgagees

12.01 This Lease, and all rights of Tenant hereunder, are and shall be (a) subject and subordinate in all respects to all present and future ground leases, over-riding leases and underlying leases and/or grants of term of the Demised Premises or any part thereof ("superior

leases”), (b) subject to all mortgages and building loan agreements, which may now or hereafter affect the Demised Premises or any part thereof (herein referred to as “superior mortgages”), whether or not the superior leases or superior mortgages shall also cover other lands and/or buildings, and the foregoing shall extend to each and every advance made or hereafter to be made under the superior mortgages, and to all renewals, modifications, replacements and extensions of the superior leases and superior mortgages and spreaders, consolidations and correlations of the superior mortgages. This Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver at its own cost and expense any instrument, in recordable form, if required, that Landlord, the lessor of any superior lease or the holder of any superior mortgage or any of their respective successors in interest may request to evidence such subordination. Notwithstanding the preceding sentence, in confirmation of such subordination, Tenant shall promptly execute and deliver at its own cost and expense any instrument, in recordable form, if required, that Landlord, the lessor of any superior lease or the holder of any superior mortgage or any of their respective successors in interest may request to evidence such subordination, provided, that any such instrument shall, in the case of a holder of a superior mortgage that is an institutional lender, be on such lender’s then standard form and, in the case of a holder of a superior mortgage that is not an institutional lender or in the case of a lessor of a superior lease, be in a form that is commercially reasonable and, in any case, the form of instrument shall not increase or decrease Tenant’s obligations under this Lease, other than to a de minimus extent.

12.02 Tenant agrees without further instruments of attornment in each case, to attorn to the lessor of any superior lease, or to the holder of any superior mortgage or any successor to such holder’s interest, upon such holder’s or successor’s request, as the case may be, to waive the provisions of any statute or rule or law now or hereafter in effect which may give or propose to give Tenant any right of election to terminate this lease or to surrender possession of the Demised Premises in the event a superior lease is terminated or a superior mortgage is foreclosed, and that unless and until said lessor, or holder, as the case may be, shall elect to terminate this Lease, Tenant’s obligations under this Lease shall not be affected in any way whatsoever by any such proceeding or termination (it being understood, however, that such holder or successor in interest shall under no circumstances: (i) be bound by any payment of rent for more than one month in advance, except to the extent such rent is actually received by such holder or successor; (ii) be bound by any amendment or modification of the Lease without the consent of such holder or successor in interest or; (ii) be bound by any act or omission of Landlord occurring prior to such attornment), and Tenant shall take no steps to terminate this Lease without giving written notice to said lessor under the superior lease, or holder of a superior mortgage, and a reasonable opportunity to cure (without such lessor or holder being obligated to cure), any default on the part of the Landlord under this Lease. In confirmation of such attornment, Tenant shall promptly execute and deliver at its own cost and expense any instrument, in recordable form, if required, that Landlord, the lessor of any superior lease or the holder of any superior mortgage or any of their respective successors in interest may request to evidence such attornment, provided that any such instrument shall, in the case of a holder of a superior mortgage that is an institutional lender, be on such lender’s then current form and, in the case of a holder of a superior mortgage that is not an institutional lender or in the case of a lessor of a superior lease, be in a form that is commercially reasonable and, in either case, the form of

instrument shall not increase or decrease Tenant's obligations under this Lease, other than to a de minimis extent.

12.03 Notwithstanding anything contained in this Lease to the contrary, Tenant's subordination of this Lease and its rights hereunder to any superior lease and/or any superior mortgage shall be conditioned upon Landlord obtaining from the lessor of any such superior lease and/or the holder of any such superior mortgage an agreement, on such lessor's or holder's then standard form, to the effect that, so long as Tenant is not in default under this Lease, such lessor or holder will not disturb Tenant's possession under this Lease.

ARTICLE 13

Assignment and Subletting

13.01 Neither this Lease nor the Term and estate hereby granted, nor any part hereof or thereof, nor the interest of Tenant in any sublease or the rentals thereunder, shall be assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant by operation of law or otherwise, and neither the Demised Premises nor any part thereof, shall be encumbered in any manner by reason of any act or omission on the part of Tenant or anyone claiming under or through Tenant, or shall be sublet, in whole or in part, or be used or occupied or permitted to be used or occupied by anyone other than Tenant or for any purpose other than as permitted by this Lease, excluding, however, hourly rental agreements for broadcasting between Tenant and third parties. In the event Landlord consents to an assignment of the Tenant's interest in this Lease, the Tenant initially named herein shall not be released from its obligations as Tenant under this Lease and shall remain jointly and severally liable therefor with the assignee of the Tenant's interest under this Lease.

13.02 If this Lease be assigned, whether or not in violation of the provisions of this Lease, Landlord may collect rent from the assignee. If the Demised Premises or any part thereof be sublet, in whole or in part, or be used or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may after default by Tenant, and expiration of Tenant's time to cure such default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to the rents herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 13.01, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. The consent by Landlord to assignment, mortgaging, subletting or use or occupancy by others shall not in any way be considered to relieve Tenant from obtaining the express written consent of Landlord to any other or further assignment, mortgaging, or subletting or use or occupancy by others not expressly permitted by this Article. References in this Lease to use or occupancy by others, that is, anyone other than Tenant, shall not be construed as limited to subtenants and those claiming under or through subtenants but as including also licensees and others claiming under or through Tenant, immediately or remotely.

ARTICLE 14

Compliance with Laws and Requirements of Public Authorities

14.01 Tenant shall promptly notify Landlord of any written notice it receives of the violation of, and Tenant shall comply with, any law, statute, code, rule, regulation or requirement (collectively, "Laws") of any Federal, State, Municipal or other public authorities which shall, with respect to the Building or the Demised Premises or the use and occupation of any of the foregoing or the abatement of any nuisance, impose any violation, order or duty arising from (i) Tenant's or any other party's specific use of the Demised Premises, (ii) Tenant's specific manner of conduct of any business or operation of its installations, equipment or other property therein, (iii) any cause or condition created by or at the insistence of Tenant or any other party, or (iv) breach of any of Tenant's obligations hereunder. Landlord shall be responsible for complying, at Landlord's sole cost and expense, with all Laws for which Tenant is not obligated to comply with under the terms of this Lease. Tenant's signage shall comply with all applicable laws and shall be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 15

Quiet Enjoyment

15.01 Landlord covenants that if, and so long as, Tenant pays all of the Base Rent and additional rent due hereunder, and keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Demised Premises without hindrance or molestation by Landlord or by any other person lawfully claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Lease and to any superior leases and/or superior mortgages.

ARTICLE 16

Non-Liability and Indemnification

16.01 Neither Landlord nor any agent or employee of Landlord shall be liable to Tenant, its employees, agents, contractors and licensees, and Tenant shall hold Landlord harmless for any injury or damage to Tenant or to any other persons or for any damage to, or loss (by theft, vandalism or otherwise) of any property of Tenant and/or of any other person, irrespective of the cause (unless caused by Landlord's negligence or failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on the part of Landlord to be performed or complied with) of such injury, damage or loss, including, without limitation, that caused by water regardless of its source. Landlord shall not be liable in any event for loss of, or damage to, any property entrusted to any of Landlord's employees or agents by Tenant without Landlord's specific written consent. Landlord shall not be liable for the security or physical safety of Tenant, its employees, agents or visitors, including, without limitation, after hours use of the Demised Premises.

16.02 Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord and/or its agents by reason of any of the following occurring during the Term: (a) any work or thing done in on or about the Demised Premises or any part thereof by or at the insistence of Tenant, its agents, contractors, subcontractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; (c) any accident, injury or damage to any person or property occurring in, on or about the Demised Premises or any part thereof, or vault, passageway or space adjacent thereto; and/or (d) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon written notice from Landlord shall at Tenant's expense resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval Landlord shall not unreasonably withhold.

16.03 Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees, which may be imposed upon or incurred by or asserted against Tenant and/or its agents by reason of any of the following occurring during the Term: (a) any work or thing done in on or about the Demised Premises or any part thereof by or at the insistence of Landlord, its agents, contractors, subcontractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or omission on the part of Landlord or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; and/or (c) any failure on the part of Landlord to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord upon written notice from Tenant shall at Landlord's expense resist or defend such action or proceeding by counsel approved by Tenant in writing, which approval Tenant shall not unreasonably withhold.

16.04 Except as otherwise expressly provided herein, this Lease and the obligations of Tenant to pay rent hereunder and perform all of the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service, express or implied, to be supplied or is unable to make or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of any Unavoidable Delays; provided that Landlord shall in each instance exercise reasonable diligence to effect performance when and as soon as possible.

ARTICLE 17

Destruction and Damage

17.01 If the Building shall be damaged by fire or other casualty, neither party shall have the right to terminate this Lease. Tenant shall promptly, at its sole cost and expense, repair, restore and rebuild the Building and the other improvements as nearly as possible to the condition they were in immediately prior to such damage or destruction, subject to the approval, and in accordance with the requirements of, the holder of any superior mortgage on the Demised Premises. The provisions and conditions in Articles 8 and 10 applicable to changes, alterations or repairs, shall similarly apply to work required to be done under this Article 17. Notwithstanding anything in this Section 17.01 to the contrary, in the event a casualty occurs and, as a result thereof, the Building is materially damaged, Tenant shall have the right to cancel this Lease by giving Landlord written notice not later than sixty (60) days after the casualty. In addition, in the event of a casualty to the Building which does not result in the Building being materially damaged, Tenant shall have the right to cancel this Lease if Tenant's architect shall reasonably estimate that the time to effect repairs will exceed six (6) months or if following the completion of any repairs the remaining term of the Lease would be less than one (1) year. For purposes of this Section 17.01, "materially damaged" shall mean damage the cost of which to repair or restore exceeds fifty (50%) percent of the replacement cost of the Building in the opinion of an independent third party appraiser or contractor selected by Landlord and approved by Tenant, which approval shall not be unreasonably withheld.

17.02 Provided Tenant is not in monetary default hereunder, Tenant shall be entitled to have all proceeds of the insurance policy or policies described in Section 11.02 above, applied towards discharging the cost of repair, restoration or rebuilding of said damage or destruction, promptly after presentation to the Landlord by Tenant of proper bills therefor from the contractor hired by Tenant to effect such repairs, restorations or rebuilding, pursuant to a construction contract previously approved in writing by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, but subject nevertheless to the succeeding provisions of this Article. Tenant, simultaneously with making payment of such costs from such proceeds will secure a waiver of lien in favor of Landlord and any superior mortgagees signed by all persons who have furnished labor, services, materials or supplies in the repair, restoration or rebuilding of said damages. If such insurance proceeds shall be insufficient to pay the entire cost of any such work, Tenant agrees to pay the deficiency. If Tenant shall fail or refuse after thirty (30) days notice and demand to proceed promptly with the work or restoration of the Demised Premises, Landlord may so proceed for the account of Tenant, or may, at Landlord's option, treat such failure or refusal as a violation of the covenants of this Lease, and the insurance proceeds shall in such case become the property of Landlord.

17.03 Tenant agrees in the event of loss, damage or destruction referred to in Section 17.01 hereof, at its sole cost and expense, to proceed with Landlord promptly to adjust the loss. Landlord agrees to consult with Tenant and advise Tenant of developments in connection with such adjustment.

17.04 Tenant's obligation to make payment of the rent and all other charges on the part of Tenant to be paid and to perform all other covenants and agreements on the part of Tenant to

be performed shall not be affected by any such damage or destruction of the Building or any other part of the Demised Premises by any loss, damage or destruction, and Tenant hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligations of Tenant as herein set forth, or which relieves Tenant therefrom including, without limitation, the provisions of Section 227 of New York's Real Property Law. To the extent Landlord receives the proceeds of any rent/business interruption insurance in connection with any casualty to the Building, Landlord shall credit against the Base Rent due under this Lease from Tenant a corresponding amount.

17.05 Tenant further covenants and agrees that any law to the contrary notwithstanding including, without limitation, the provisions of Section 227 of New York's Real Property Law, no loss, damage or destruction to the Demised Premises or any part thereof shall operate to terminate this Lease or to relieve or discharge Tenant from the payment of rent or additional rent as the same become due and payable as in this Lease provided, or from the performance and fulfillment of any of Tenant's obligations and undertakings herein.

ARTICLE 18

Eminent Domain; Condemnation

18.01 In the event that the Demised Premises, or any part thereof, shall be taken in condemnation proceedings or by the exercise of any right of eminent domain or by agreement between any superior lessors and lessees and/or Landlord on the one hand and any governmental authority authorized to exercise such right on the other hand (in any such instance, a "Taking"), Landlord shall be entitled to collect from any condemnor the entire award or awards that may be made in any such proceeding without deduction therefrom for any estate hereby vested in or owned by Tenant, to be paid out as in this Article provided. Tenant hereby expressly assigns to Landlord all of its right, title and interest in or to every such award and also agrees to execute any and all further documents that may be required in order to facilitate the collection thereof by Landlord.

18.02 At any time during the Term, if title to the whole or a substantial portion (i.e., more than twenty-five (25%) percent) of the Building or the Demised Premises shall be the subject of a Taking, this Lease shall terminate and expire on the date of such Taking and the Base Rent and additional rent provided to be paid by Tenant shall be apportioned and paid to the date of such Taking.

18.03 In the event of a Taking of less than all or substantially all of the Building or the Demised Premises which nevertheless in the reasonable judgment of Tenant renders the Building and/or the Demised Premises unsuitable for the conduct by Tenant of its business thereat as conducted immediately prior to such Taking, Tenant may elect to terminate this Lease by written notice of such election to the Landlord given not later than thirty (30) days after (i) notice of such Taking is given by the condemning authority, or (ii) the date of such Taking, whichever occurs later. Upon the giving of such notice this Lease shall terminate on the date of service of such notice and the Base Rent and additional rent due and to become due, shall be prorated and adjusted as of the date of the Taking. If Tenant fails or is not entitled to give such notice upon such partial Taking, and this Lease continues in force as to any part of the Building or the

Demised Premises not taken, the rents apportioned to the part taken shall be prorated and adjusted as of the date of Taking and from such date the Base Rent and additional rent shall be reduced to the amount apportioned to the remainder of the Building and/or the Demised Premises.

18.04 Notwithstanding the foregoing provisions of this Article, Tenant shall be entitled to appear, claim, prove and receive in the proceedings relating to any Taking mentioned in the preceding Sections of this Article, such portion of each award made therein as represents any moving or relocation expenses to which Tenant may be entitled, and any special awards or allowances provided by law to tenants whose space has been taken by eminent domain, so long as the foregoing does not reduce Landlord's award and does not include the value of the leasehold estate which shall belong to Landlord.

18.05 In the event of any such Taking which does not result in a termination of this Lease, subject to compliance with the provisions of any superior mortgage and superior lease, Tenant (or Landlord as and to the extent provided in Article 17 hereof as if damage and destruction covered thereby were involved) shall proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Demised Premises to substantially the same condition as it was in immediately prior to the date of such taking to the extent that the same may be feasible, so as to constitute a tenantable Building and Demised Premises.

ARTICLE 19

Surrender

19.01 On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Demised Premises, Tenant shall quit and surrender the Demised Premises to Landlord vacant, broom clean, in good order, condition and repair except for ordinary wear and tear and damage by fire or other insured casualty, restored as provided in Section 8.01, if applicable.

19.02 Prior to such surrender, Tenant shall (a) remove any Tenant's Property, (b) at Landlord's request, repair any damage and make any replacements to the Building or the Demised Premises resulting from or necessitated by such removal, and restore those parts of the Demised Premises from which the removal referred to in subparagraph (a) above occurred, to a condition which will blend with and be comparable to and compatible with adjacent areas. If Tenant shall fail to perform as provided in this Section 19.02 hereof, Landlord shall have the right (but not the obligation) to do so at Tenant's cost and expense, without further notice or demand upon Tenant, and Tenant shall indemnify Landlord against all loss or liability resulting therefrom, including without limitation, any delay in granting occupancy of the Demised Premises to a future occupant, and, at Landlord's option, Tenant shall be deemed a Tenant from month to month pursuant to Section 19.04 hereof until compliance with the removal, repair and restoration provisions of this Section 19.02 hereof has fully been satisfied.

19.03 Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense, including reasonable attorneys' fees and disbursements, resulting from delay by Tenant in surrendering the Demised

Premises upon the termination of this Lease as provided in this Article 19, including without limitation, any claims made by any succeeding tenant or prospective tenant based upon such delay.

19.04 In the event Tenant remains in possession of the Demised Premises after the termination of this Lease without the execution by Landlord and Tenant of a new Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises as a tenant from month to month, at a monthly rental equal to: (i) for the first sixty (60) days of such holdover, one and one-half (1) times; and (ii) thereafter, two (2) times, the Base Rent and additional rent payable during the last month of the Term, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy, and without in any way whatsoever waiving the provisions of Section 19.03 hereof.

ARTICLE 20

Conditions of Limitation

20.01 (A) If at or before the Commencement Date or at any time during the Term there shall be filed against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's assets, and within forty-five (45) days thereafter Tenant fails to secure a discharge thereof, or if Tenant shall make an assignment for the benefit of creditors or petition for or enter into an arrangement or composition with creditors, or takes advantage of any statute relating to bankruptcy, this Lease shall thereupon be deemed automatically canceled and terminated, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the Demised Premises. In the event of any such cancellation or termination, this Lease shall terminate (whether or not the Term shall theretofore have commenced) with the same force and effect as if that day were the Expiration Date, but Tenant shall remain liable for damages as provided in Article 22. In addition to the other rights and remedies available to Landlord by virtue of any other provision of this Lease or by virtue of any statute or rule of law, Landlord may retain as liquidated damages any rent and/or any other monies received by it from Tenant or others on behalf of Tenant.

(B) If, pursuant to any bankruptcy statute, Tenant is permitted to assign this Lease in disregard of the provisions of this Article 20, Tenant agrees that adequate assurance of future performance by such assignee shall be required in an amount equal to the sum of one (1) year's Base Rent and all additional rent, payable as of the date of such assignment. Said sum shall be deposited in cash with Landlord and shall be held, without interest, by it for the balance of the Term of this Lease as further security for the full and faithful performance of all of the obligations of this Lease to be performed by such assignee. If Tenant receives or is to receive any valuable consideration for such assignment, such consideration, after deducting therefrom (i) the reasonable broker's commissions, if any, incurred by Tenant for such assignment, and (ii) any portion of such consideration reasonably designated by the assignee as paid for the purchase of Tenant's Property in the Demised Premises, shall be the sole and exclusive property of Landlord and shall be paid over to Landlord directly by such assignee.

20.02 This Lease and the Term and estate hereby granted are subject to the limitation that, (a) whenever Tenant shall default in the payment of any installment of Base Rent, or in the payment of any additional rent, on any day upon which the same shall be due and payable (and such default shall not be cured within ten (10) days after written notice given to Tenant not more than two times in any Rent Year), or (b) whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's obligations hereunder, other than the payment of Rent, and if such situation shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a notice specifying the same (unless a longer or shorter period of time for curing such default is specifically provided for in this Lease, in which case such longer or shorter period of time, as the case maybe, shall control for purposes of this Section 20.02(b), or, in the case of a happening or default which cannot with due diligence be cured within a period of thirty (30) days and the continuance of which during the period required for cure (but in no event to exceed one hundred twenty (120) days after such Landlord notice) will not subject Landlord to the risk of criminal liability or termination of any superior lease or foreclosure of any superior mortgage, if Tenant shall not duly institute within such thirty (30) day period and promptly and diligently prosecute to completion all steps necessary to remedy the same, or, (c) whenever any event shall occur or any contingency shall arise whereby this Lease or any interest therein or the estate hereby granted or any portion thereof or the unexpired balance of the Term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted by Article 13, or (d) whenever Tenant shall abandon the Demised Premises for a period of thirty (30) consecutive days or advise Landlord that Tenant does not intend to take possession of and occupy the Demised Premises, then in any such event covered by subsections (a), (b), (c) or (d) of this Section 20.02 at any time thereafter, Landlord may give to Tenant a notice of intention to end the Term of this Lease at the expiration of five (5) days from the date of the service of such notice of intention, and upon the expiration of said five (5) days this Lease and the Term and estate hereby granted, whether or not the Term shall theretofore have commenced, shall terminate with the same effect as if that day were the Expiration Date, but Tenant shall remain liable for damages as provided hereinafter.

ARTICLE 21

Re-Entry by Landlord Default Provisions

21.01 If this Lease shall terminate for any reason whatsoever, Landlord or Landlord's agents and employees may, without further notice, immediately or at any time thereafter, enter upon and re-enter the Demised Premises, or any part thereof, and possess or repossess itself thereof either by summary dispossession proceedings, ejectment or by any suitable action or proceeding at law, or by agreement, or otherwise, and may dispossess and remove Tenant and all other persons and property from the Demised Premises without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Demised Premises and the right to receive all rental income again as and of its first estate and interest therein. In the event of any termination of this Lease under the provisions of Article 20 or re-entry under this Article by reason of default hereunder on the part of Tenant, Tenant shall thereupon pay to Landlord the Base Rent and additional rent due up to the time of such termination of this Lease or of such

recovery of possession of the Demised Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 22.

21.02 In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

21.03 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 22

Damages

22.01 If this Lease is terminated under the provisions of Article 20, or if Landlord shall re-enter the Demised Premises under the provisions of Article 21 or in the event of the termination of this Lease, or of re-entry by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, at the election of Landlord, either,

(a) on demand, a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the positive difference between: (i) the aggregate of the Base Rent and the additional rent payable hereunder which would have been payable by Tenant (conclusively presuming the additional rent to be the same as was payable for the year immediately preceding such termination) for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the expiration of the Term, had this Lease not so terminated or had Landlord not so re-entered the Demised Premises; and (ii) the fair market rental value of the Demised Premises for the same period of time, or

(b) sums equal to the Base Rent and the additional rent (as above presumed) payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the Demised Premises, payable quarterly but otherwise upon the terms therefor specified herein following such termination or such re-entry and until the expiration of the Term, provided, however, that if Landlord shall relet the Demised Premises or any portion or portions thereof during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease or in re-entering the Demised Premises and in securing possession thereof, as well as the expenses of reletting, including altering and preparing the Demised Premises or any portion or portions thereof for new tenants, brokers' commissions,

advertising expenses, attorneys' fees, and all other expenses properly chargeable against the Demised Premises and the rental therefrom; it being understood that any such reletting may be for a period shorter or longer than the remaining Term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this Subsection to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. If the Demised Premises or any part thereof should be relet in combination with other space, then proper apportionment shall be made of the rent received from such reletting and of the expenses of reletting. Landlord however shall in no event and in no way be responsible or liable for any failure to relet the Demised Premises or any part thereof or for failure to collect any rent due upon any such reletting, except that Landlord agrees to use commercially reasonable efforts to relet the Demised Premises.

22.02 Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term would have expired if it had not been so terminated under the provisions of Article 20, or under any provision of law, or had Landlord not re-entered the Demised Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder or otherwise on the part of Tenant.

ARTICLE 23

Waivers

23.01 Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege so far as is permitted by law, which they or any of them might have under or by reason of any present or future law, of the service of any notice of intention to re-enter and also waives any and all right of redemption or re-entry or repossession in case Tenant shall be dispossessed or ejected by process of law or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease as herein provided.

23.02 Tenant waives Tenant's rights, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

23.03 Except to the extent that a mandatory counterclaim is involved, Tenant waives Tenant's rights, if any, to assert a counterclaim in any summary proceeding brought by Landlord against Tenant for non-payment of rent or additional rent, and Tenant agrees to assert any such claim against Landlord only by way of a separate action or proceeding.

23.04 To the extent permitted by applicable law, Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any

matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Demised Premises, or any emergency or other statutory remedy with respect thereto.

ARTICLE 24

No Other Waivers or Modifications

24.01 The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. No executory agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

24.02 The following specific provisions of this Section shall not be deemed to limit the generality of the foregoing provisions of this Article:

(a) No agreement to accept a surrender of all or any part of the Demised Premises shall be valid unless in writing and signed by Landlord. The delivery of keys to an employee of Landlord or of its agent shall not operate as a termination of this Lease or a surrender of the Demised Premises.

(b) The receipt or acceptance by Landlord of rents with knowledge of breach by Tenant of any term, agreement, covenant, condition or obligation of this Lease shall not be deemed a waiver of such breach.

(c) No payment by Tenant or receipt by Landlord of a lesser amount than the correct Base Rent or additional rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

ARTICLE 25

Curing Defaults

25.01 If either party shall default in the performance of any covenant, agreement, term, provision or condition herein contained, the other party, without thereby waiving such default, may perform the same for the account and at the expense of the defaulting party without notice in case of emergency and in any other case if such default continues after twenty (20) days from

the date of the giving of written notice to the defaulting party of the other party's intention so to do. Bills for any reasonable and necessary expense incurred by either party in connection with any such performance by a party of a defaulting party's obligations under this Lease shall be payable by the defaulting party within ten (10) days of written demand. Amounts owing by Tenant to Landlord under this Article 25 shall be and be deemed to be additional rent.

ARTICLE 26

Notices, Service of Process

26.01 Any notice, statement, demand, request or other communication ("Notice") required or permitted pursuant to this Lease or otherwise shall be in writing and shall be deemed to have been properly given if addressed to the other party at the address hereinabove set forth, and (a) if sent to such address by (i) registered or certified United States mail, return receipt requested, postage prepaid, or (ii) United States Express Mail or private, reputable overnight courier, charges prepaid, or (b) if personally delivered to such address to an officer, partner or other authorized representative of the other party, receipt requested, then in any of such events referred to in clauses (a) and (b) above, notice shall be deemed to have been given, rendered or made on the third (3rd) business day after mailing, on the first (1st) business day after delivery to Express Mail or other courier service or upon delivery in the case of personal delivery (or, if rejected, when delivery was first attempted). Either party may, by notice as aforesaid, designate a different address or addresses for Notices for it. Notice given by counsel for either party shall be deemed valid if addressed and sent as aforesaid. A copy of any Notice given by Tenant to Landlord shall also be given to Landlord's counsel, ~~McCullough, Goldberger & Staudt, LLP, 1311 Mamaroneck Avenue, Suite 340, White Plains, New York 10605, Attention: Charles A. Goldberger, Esq.~~ Smith, Buss & Jacobs, LLP, 733 Yonkers Avenue, Yonkers, New York 10704, Attention: Robert A. Spolzino, Esq. A copy of any Notice given by Landlord to Tenant shall also be given to Tenant's counsel, Meighan & Necarsulmer, 100 Mamaroneck Avenue, #307, Mamaroneck, New York 10543, Attention: Jefferson D. Meighan, Esq.

ARTICLE 27

Estoppel Certificate, Memorandum

27.01 Tenant agrees, at any time and from time to time, as requested by Landlord, or the holder of any superior lease or superior mortgage, upon not less than ten (10) days' prior written notice, to execute and deliver without cost or expense to the Landlord a statement prepared by Landlord or such holder certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the Base Rent and additional rent have been paid, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in performance of any of its obligations under this Lease, and, if so, and specifying as to such other matters as may be reasonably requested and as are part of the standard form or request of such holder, it being intended that any such statement delivered pursuant thereto may be relied upon by any other person with whom the Landlord, or the holder of any superior lease or superior mortgage, may be dealing.

ARTICLE 28

No Other Representations, Construction, Governing Law

28.01 Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, and has not been induced to enter into this Lease by, any representations, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made and executed between the parties concurrently with the execution and delivery of this Lease and shall expressly refer to this Lease.

28.02 If any of the provisions of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

28.03 This Lease shall be governed in all respects by laws of the State of New York.

ARTICLE 29

Parties Bound

29.01 The obligations of this Lease shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to, except that no violation of the provisions of Article 13 shall operate to vest any rights in any successor or assignee of Tenant, and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 20. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Demised Premises as owner or lessee thereof and in the event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord herein named as such owner or lessee of the Demised Premises, but only with respect to obligations arising during the period commencing with such transfer and ending with a subsequent transfer within the meaning of this Article, and such transferee, by accepting such interest, shall be deemed to have assumed such obligations except only as may be expressly otherwise provided elsewhere in this Lease. A Lease of Landlord's entire interest in the Demised Premises as owner or lessee thereof shall be deemed a transfer within the meaning of this Article 29.

29.02 Tenant shall look solely to the estate and interest of Landlord, its successors and assigns, in the Demised Premises (or the proceeds thereof) for the collection of a judgment (or other judicial process) requiring the payment of damages or money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord (or of any partner, member, officer, director, shareholder, principal, employee or agent of Landlord) shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to either this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use and occupancy of the Demised Premises.

ARTICLE 30
Environmental Matters

30.01 Tenant agrees that it will not use, handle, generate, treat, store, spill, discharge, release, suffer or dispose of, or permit the use, handling, generation, treatment, storage, spilling, discharge, release, sufferance or disposal of any Hazardous Materials (defined below), except in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in Section 30.04 below as amended and modified from time to time (collectively, "Environmental Laws") in, on, under, around or above the Demised Premises now or at any future time and will indemnify, defend (with counsel reasonably acceptable to Landlord) and save Landlord, its principals, employees, agents and lenders harmless from any and all obligations, demands, liabilities, actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work as well as reasonable fees and disbursements of attorneys, experts and consultants, which may arise in connection with Tenant's use, handling, generation, treatment, storage, spilling, discharge, release, sufferance or disposal of any Hazardous Materials at the Demised Premises or a violation by Tenant of its obligations under this Article 30. Notwithstanding anything in this Lease to the contrary, nothing herein shall in any way obligate Tenant to take any action of any kind whatsoever (including, without limitation, any investigation, removal, corrective action, remediation, abatement, control and/or operation and maintenance activity), or provide indemnification, with respect to any Hazardous Materials that were not introduced to the Premises by Tenant, its agents, employees, contractors, invitees and/or customers (collectively, "Non-Tenant-Related Hazardous Materials").

30.02 If at any time during the Term it is determined that there are any Hazardous Materials located in, on, under, around, or above the Demised Premises in violation of Environmental Laws (other than Non-Tenant Related Hazardous Materials), Tenant shall promptly commence with diligence within twenty (20) days after becoming aware of the presence of such Hazardous Materials and shall continue to diligently take all appropriate action, at Tenant's sole expense, to remove the Hazardous Materials if required by Environmental Laws and otherwise to cause such Hazardous Materials to comply with Environmental Laws and remediate the Demised Premises in accordance with Environmental Laws.

30.03 Landlord shall be solely responsible for and shall comply with all legal requirements with respect to all Non-Tenant-Related Hazardous Materials. In the event that Tenant shall discover the existence of any Non-Tenant-Related Hazardous Materials on, at, under or about the Demised Premises during the Term, Landlord shall be obligated to remove and dispose of such Non-Tenant-Related Hazardous Materials at its sole cost and expense, in accordance with Environmental Laws (including the execution of any and all waste manifests or other documents required by the applicable governmental authorities in connection therewith). If, at any time during the Term, Landlord becomes aware of any soil or groundwater contamination on, at, under or about the Demised Premises, Landlord shall immediately give notice of such

contamination to Tenant. In the event that, as a result of the presence at the Demised Premises of any Non-Tenant-Related Hazardous Materials, Tenant is unable to open for business for a period of thirty (30) consecutive days because, under Environmental Laws, such Non-Tenant-Related Hazardous Materials pose a health or safety risk to Tenant's employees, customers and/or other business invitees, Tenant shall have the right, upon not less than thirty (30) days written notice to Landlord, to terminate this Lease, in which event this Lease shall be and be deemed to be terminated as of the last day of such thirty (30) day period as if such date were the date herein originally set forth for the expiration of this Lease and neither party shall have any further obligation to the other hereunder, except as herein expressly set forth to the contrary; provided, however, such notice shall be deemed to have been withdrawn if prior to the end of such thirty (30) day period, the health or safety risk upon which Tenant's right to terminate is predicated is reduced to levels permitted by Environmental Laws. Landlord agrees to indemnify, reimburse and defend Tenant, its agents, employees, contractors, partners, investors, and affiliates against, and to hold them harmless from and against, any and all claims, demands, losses, liabilities, damages, injuries, costs and expenses (including, but not limited to, reasonable fees and disbursements of attorneys, experts and consultants) paid or incurred by, or asserted against, Tenant as a direct result of any Non-Tenant-Related Hazardous Materials at the Demised Premises.

30.04 For purposes of this Lease, "Hazardous Materials" means: (i) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, all as amended and amended after this date; (ii) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et seq., as amended and amended after this date; (iii) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material including, without limitation, radioactive materials, medical waste, biomedical waste and infectious materials, all as amended or amended after this date; (iv) petroleum oil and all their products and derivatives as those terms are defined by applicable federal, state and local laws and regulations; (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §§ 2011 et seq., as amended and amended after this date; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs.

30.05 Landlord represents and warrants to and for the benefit of Tenant, to the best of Landlord's knowledge, as follows:

(a) Neither the Demised Premises nor Landlord are currently in violation of or subject to (nor in the past have they been in violation of or subject to) any existing or pending investigation, action, litigation or inquiry by any governmental authority or to any remedial obligations to governmental authorities or private parties under Environmental Laws.

(b) Landlord is not aware of the current or past presence of any Hazardous Materials

in, on, or under the Demised Premises. To the best of Landlord's knowledge: there has never been a release or discharge of any hazardous substance, hazardous waste, or petroleum, oil or fuel product, substance or waste (as those terms are used and defined under Environmental Laws) at or on the Demised Premises.

(c) Landlord has truthfully and fully provided to Tenant, in writing, any and all written information relating to any past or present environmental conditions, in, on, under or from the Demised Premises including, but not limited to, any reports related to Hazardous Materials under Environmental Laws in, on, under or migrating to or from any of the Demised Premises and/or to the environmental condition of the Demised Premises.

30.06 As part of Landlord's Improvements, Landlord shall (i) repair or replace, if necessary, the lateral sewer line serving the Demised Premises and (ii) remove the underground fuel storage tank in accordance with all applicable laws.

30.07 The obligations contained in this Article shall survive the expiration or sooner termination of this Lease.

ARTICLE 31

Continuation of Term

31.01 Provided Tenant has fully and faithfully performed all of its obligations under this Lease, this Lease is in full force and effect and Tenant is not in default hereunder, then Tenant shall have the right ("Tenant's First Continuation Right") to continue leasing for an additional period of five (5) years commencing on the moment immediately following the then existing Expiration Date ("First Continuation Term") upon the following terms and conditions:

(A) The demised premises to be included in the First Continuation Term shall be the same demised premises as was commencement of the First Continuation Term.

(B) Tenant shall exercise Tenant's First Continuation Right by notifying Landlord thereof in writing ("First Continuation Notice") not later than six (6) months prior to the then existing Expiration Date.

(C) Provided Tenant duly complies with the conditions set forth above in this Article 31, then the following terms shall be applicable to the First Continuation Term:

(i) The Demised Premises shall be delivered to Tenant "as is", in their same condition, and none of Landlord's obligations under any provision of the Lease regarding improvement of any space shall be applicable;

(ii) No rent concession or abatement or credit against the cost of, or Landlord's contribution to the cost of, any improvements, work or other costs shall be applicable.

(iii) All of the other terms and conditions of the Lease, as modified hereby,

shall be applicable to the First Continuation Term, except as may be reasonably necessary because a renewal term rather than an original term, and a previously occupied space rather than a new space, is involved.

(iv) The Expiration Date shall be and be deemed to be the last day of the First Continuation Term and references in this Lease to the Term shall include the First Continuation Term.

31.02 Provided Tenant has fully and faithfully performed all of its obligations under this Lease, this Lease is in full force and effect and Tenant is not in default hereunder, then Tenant shall have the right ("Tenant's Second Continuation Right") to continue leasing for an additional period of five (5) years commencing on the moment immediately following the then existing Expiration Date ("Second Continuation Term") upon the following terms and conditions:

(A) The demised premises to be included in the Second Continuation Term shall be the same demised premises as was included under this Lease at the moment immediately prior to the commencement of the Second Continuation Term.

(B) Tenant shall exercise Tenant's Second Continuation Right by notifying Landlord thereof in writing ("First Continuation Notice") not later than six (6) months prior to the then existing Expiration Date.

(C) Provided Tenant duly complies with the conditions set forth above in this Article 31, then the following terms shall be applicable to the Second Continuation Term:

(i) The Demised Premises shall be delivered to Tenant "as is," in their same condition, and none of Landlord's obligations under any provision of the Lease regarding improvement of any space shall be applicable;

(ii) No rent concession or abatement or credit against the cost of, or Landlord's contribution to the cost of, any improvements, work or other costs shall be applicable.

(iii) All of the other terms and conditions of the Lease, as modified hereby, shall be applicable to the Second Continuation Term, except that Tenant shall have no further right to continue to extend or renew the Term, and as may be reasonably necessary because a renewal term rather than an original term, and a previously occupied space rather than a new space, is involved.

(iv) The Expiration Date shall be and be deemed to be the last day of the Second Continuation Term and references in this Lease to the Term shall include the Second Continuation Term.

ARTICLE 32

Right to Purchase

32.01 Landlord grants to Tenant a right to purchase the Demised Premises, subject to the terms and conditions set forth in this Article.

32.02 Provided Tenant is not in default beyond any applicable notice, grace and/or cure period, Tenant may exercise its right to purchase the Demised Premises upon written notice to Landlord at any time during the initial ten (10) year Term of the Lease. Landlord and Tenant shall use commercially reasonable efforts to enter into a contract to purchase the Demised Premises within thirty (30) days after delivery of Tenant's notice that it is exercising its right to purchase.

32.03 The purchase price for the Demised Premises shall be defined at the time notice is provided by Tenant to Landlord that Tenant is exercising its option to purchase, as shown on Exhibit 2 attached hereto and made a part hereof, less any amount Landlord has received in grants related to tenant's occupancy of the Premises.

32.04 In the event Tenant exercises its right to purchase the Demised Premises in accordance with this Article, the deed transferring title from the Landlord to the Tenant shall reserve unto the Landlord the right to consent to any proposed changes to the façade at the Demised Premises, and such covenant shall run with the land.

32.05 In the event Tenant purchases the Demised Premises in accordance with this Article 32 and thereafter sells the Demised Premises to a third party, Tenant shall reimburse the tri-municipal cable television Board of Control composed of at least one member from the Village of Larchmont, one member from the Village of Mamaroneck and one member from the Town of Mamaroneck (hereinafter the "Board of Control") for the monies expended on building improvements that did not involve Tenant's equipment or Tenant's operation-specific expenditures.

32.06 In the event Tenant does not exercise its right to purchase the Demised Premises as herein provided, Landlord shall have the right to sell the Demised Premises to a third party subsequent to the initial ten (10) year Term of the Lease and the net proceeds from such sale shall be distributed as follows:

(i) The first \$~~600,000~~1,100,000 (plus value escalations as set forth in Exhibit 32 with respect to Tenant's purchase price based upon~~depending~~ on the year of the sale) to the Landlord;

(ii) The next \$1.1 million or actual cost by the Board of Control that is expended on building improvements that did not involve Tenant's equipment or Tenant's operation-specific expenditures, to the Board of Control; and

(iii) The balance, if any, to the Landlord.

ARTICLE 33

Security Deposit

33.01 As of the date of this Lease, Tenant has deposited with Landlord the Security Deposit as security of the punctual performance by Tenant of each and every obligation of it under this Lease. In the event of any default by Tenant (after giving effect to any applicable notice and cure period), Landlord may apply or retain all or any part of the security to cure the default or to reimburse Landlord for any sum which Landlord may spend by reason of the default. In the case of every such application or retention Tenant shall, on demand, pay to Landlord the sum so applied or retained which shall be added to the Security Deposit so that the same shall be restored to its original amount. If at the end of the Term Tenant shall not be in default under this Lease, or upon the sooner termination of this Lease other than as a result of an uncured Tenant default, the Security Deposit, or any balance thereof, shall be returned to Tenant within fourteen (14) days after the Expiration Date or such date of sooner termination. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither the Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

ARTICLE 34

Miscellaneous Provisions

34.01 The Article headings in this Lease are inserted only as a matter of convenience or reference, and are not to be given any effect whatsoever in construing this Lease.

34.02 Any provision of this Lease which requires a party not to unreasonably withhold its consent, (a) shall be read as if the word “withhold” read “withhold, delay or defer”, and (b) shall never be the basis for any award of damages (unless exercised in intentional and deliberate bad faith) or give rise to a right of setoff to the other party, but shall be the basis for a declaratory judgment or specific injunction with respect to the matter in question.

34.03 This Lease is offered to Tenant for signature with the express understanding that it shall not be binding upon Landlord unless and until Landlord shall have executed and delivered a fully executed copy to Tenant, and until the holder of any and all superior mortgages shall have approved the same.

34.04 Notwithstanding any contrary provision of this Lease, Tenant shall not under any circumstances commence any action or proceeding or take any action based upon an alleged breach or default of this Lease by or through Landlord, except as provided in Section 25.01, unless and until (a) Tenant first shall have notified Landlord thereof, specifying in detail the facts of the alleged breach or default, and (b) Landlord shall not have cured, or used due diligence to cure, said alleged breach or default within thirty (30) days after receipt of said notice, subject nevertheless to Unavoidable Delays.

34.05 The person signing this Lease on behalf of Tenant represents and warrants that he or she is authorized to do so on behalf of Tenant and that Tenant is duly authorized to execute,

deliver and perform all of its obligations under and pursuant to this Lease. Upon request of Landlord, Tenant shall provide evidence reasonably satisfactory to Landlord confirming the representations set forth in this Section 34.05.

34.06 The person signing this Lease on behalf of Landlord represents and warrants that he or she is authorized to do so on behalf of Landlord and that Landlord is duly authorized to execute, deliver and perform all of its obligations under and pursuant to this Lease. Upon request of Tenant, Landlord shall provide evidence reasonably satisfactory to Tenant confirming the representations set forth in this Section 34.06.

34.07 This Lease has been jointly prepared by Landlord and Tenant. Landlord, Tenant and their separate advisors have had an adequate opportunity to review, comment upon and revise or cause the revision of this Lease as necessary and each of Landlord and Tenant confirm that this Lease represents the product of all of their efforts and shall not be interpreted in favor of either Landlord or Tenant or against Landlord or Tenant merely because of their efforts in preparing this Lease.

34.08 If either party hereto fails to perform any of its obligations under this Lease or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting party or the party not prevailing in such dispute shall pay any and all reasonable costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Lease and to survive and not be merged into any such judgment.

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

LANDLORD: THE VILLAGE OF MAMARONECK

By: _____
Name:
Title:

TENANT: LARCHMONT MAMARONECK
COMMUNITY TELEVISION, INC.

By: _____
Name:
Title:

SCHEDULE A
Legal Description

EXHIBIT 1

Plans and Specifications of Tenant's changes consented to by Landlord

[To be provided.]

EXHIBIT 2
Tenant's Option to Purchase

<u>Year</u>	<u>Base Price</u>	<u>Value Escalation</u>	<u>Purchase Price</u>
<u>1</u>	<u>\$1,100,000</u>	<u>2.0%</u>	<u>\$1,122,000</u>
<u>2</u>	<u>\$1,122,000</u>	<u>2.0%</u>	<u>\$1,144,400</u>
<u>3</u>	<u>\$1,144,440</u>	<u>2.0%</u>	<u>\$1,167,329</u>
<u>4</u>	<u>\$1,173,051</u>	<u>2.5%</u>	<u>\$1,196,512</u>
<u>5</u>	<u>\$1,202,377</u>	<u>2.5%</u>	<u>\$1,226,425</u>
<u>6</u>	<u>\$1,232,437</u>	<u>2.5%</u>	<u>\$1,257,085</u>
<u>7</u>	<u>\$1,269,410</u>	<u>3.0%</u>	<u>\$1,294,798</u>
<u>8</u>	<u>\$1,307,492</u>	<u>3.0%</u>	<u>\$1,333,642</u>
<u>9</u>	<u>\$1,346,717</u>	<u>3.0%</u>	<u>\$1,373,651</u>
<u>10</u>	<u>\$1,393,852</u>	<u>3.5%</u>	<u>\$1,421,729</u>

~~EXHIBIT 3~~

~~Escalations for Years 11-20~~

Financing Alternatives for LMC-TV Facility Consolidation

September 11, 2017

Prepared by Leon Potok, VOM Trustee

Executive Summary

- LMC-TV has two options for consolidating operations into one location, either the Old Hook & Ladder Firehouse owned by the Village of Mamaroneck or the Town of Mamaroneck's Town Center
- Under both alternatives, LMC-TV as tenant would pay for upgrading and customizing its new space, but the proposed lease for the Firehouse offers the potential for recovering a portion of the upfront investment
- The Firehouse alternative is more expensive and cannot be financed solely from the PEG Equipment Fund, as can the Town Center alternative
- The Firehouse alternative requires funding from the Unrestricted Fund and the Village of Mamaroneck; NYS grants might be available as well
- LMC-TV Board prefers the Firehouse for its central location on Mamaroneck Avenue, which affords greater public access and visibility
- The fundamental decision is whether the additional upfront cost for the Firehouse is worth the advantages of its highly visible location.
- The location of LMC-TV's next home will ultimately be decided by the tri-municipal Board of Control, which controls distributions to LMC-TV

Key Terms

- **Board of Control (“BOC”)** – body established by the three municipalities (Villages of Larchmont and Mamaroneck and Town of Mamaroneck) to negotiate with cable companies to receive and distribute franchise fees and the ability to make universal availability of public, educational and government (“PEG”) programming. The BOC is composed of one voting representative from each municipality.
- **PEG Equipment Fund** – Holds grants from cable companies that are restricted to support PEG programming to purchases, renovation or construction of access equipment and related needs.
- **Unrestricted Fund** – Holds undistributed franchise fees.

How Much Will It Cost and How Much Is Available

- Upfront cost for upgrading and moving into the Firehouse adds up to nearly \$2.4 million, or \$1.6 million more than moving into the Town Center.
- PEG Equipment Fund is too small to fully fund the Firehouse option.

		<u>Firehouse</u>	<u>Town Center</u>
		(in \$000's)	
Capital Expenses			
Renovate main floor and top floor		1,385	519
Cost of renovating basement level		150	
Additional soft costs	20%	307	??
Contingency	10%	154	??
Additional cost of moving		257	257
Temporary space at Town Center		125	-
Total Facility and Moving Costs		<u>2,378</u>	<u>777 +</u>
Resources- PEG Equipment Fund			
Capital Balance, 12/31/17		<u>1,312</u>	<u>1,312</u>
Surplus/(Shortfall), as of 12/31/17		<u>(1,066)</u>	<u><535</u>

Historical Financial Summary – BOC Unrestricted Fund

- Over the eight years from 2010 through 2017, franchise fees from Cablevision and Verizon have exceeded expenses by more than \$2.0 million
- However, annual distributions of \$350,000 have added up to \$2.8 million, eating into the Unrestricted Fund by nearly \$800,000
- The current rate of annual distributions is not sustainable

	Actual						Estimated	
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
	(in thousands of dollars)							
Unrestricted Fund								
Total Revenues	735	806	799	806	858	866	893	910
Expenses								
LMC-TV	500	500	500	515	530	580	605	657
BOC Expenses	<u>29</u>	<u>31</u>	<u>29</u>	<u>42</u>	<u>32</u>	<u>34</u>	<u>32</u>	<u>32</u>
Total Expenses	<u>529</u>	<u>531</u>	<u>529</u>	<u>557</u>	<u>562</u>	<u>615</u>	<u>637</u>	<u>690</u>
Operating Surplus	206	275	270	249	296	251	256	220
Cash to Municipalities	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>	<u>(350)</u>
Net Cash Flow	(144)	(75)	(80)	(101)	(54)	(99)	(94)	(130)

Historical Summary – PEG Equipment and Unrestricted Funds

- Over the eight years from 2010 through 2017, fees from Cablevision and Verizon to the PEG Equipment Fund have exceeded spending by almost \$700,000.
- On a combined basis, total fund balances fell by \$100,000, from nearly \$1.8 million to \$1.7 million.
 - Unrestricted Fund surplus was cut by \$800,000
 - PEG Equipment Fund surplus increased by \$700,000

	Actual							Estimated	
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Unrestricted Fund									
Net Cash Flow		(144)	(75)	(80)	(101)	(54)	(99)	(94)	(130)
PEG Equipment Fund									
Franchise Fee		130	130	130	130	130	130	130	130
Spending		<u>(20)</u>	<u>(95)</u>	<u>(55)</u>	<u>(41)</u>	<u>(2)</u>	<u>(93)</u>	<u>(41)</u>	<u>(9)</u>
Net Cash Flow		110	35	75	89	128	37	89	121
Total Fund Balances - Before Firehouse Funding									
Unrestricted	1,156	1,011	936	856	755	700	601	507	377
PEG Equipment	<u>628</u>	<u>738</u>	<u>772</u>	<u>848</u>	<u>937</u>	<u>1,065</u>	<u>1,102</u>	<u>1,191</u>	<u>1,312</u>
Total	1,783	1,749	1,709	1,704	1,692	1,766	1,704	1,698	1,689

Projected Financial Summary

- The investment in the Firehouse would require cutting back distributions to the three municipalities, as shown below.

	Estimated	Projections				
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Unrestricted Fund						
Operating Surplus	220	218	215	212	209	205
Cash (to)/from Municipalities	<u>(350)</u>	<u>-</u>	<u>-</u>	<u>(150)</u>	<u>(150)</u>	<u>(150)</u>
Net Cash Flow	(130)	218	215	62	59	55
PEG Equipment Fund						
Franchise Fee	130	130	130	130	130	130
Spending	<u>(9)</u>	<u>(117)</u>	<u>(117)</u>	<u>(117)</u>	<u>(117)</u>	<u>(117)</u>
Net Cash Flow	121	13	13	13	13	13
Total Fund Balances - Before Firehouse Funding						
Unrestricted	377	595	810	872	931	986
PEG Equipment	<u>1,312</u>	<u>1,325</u>	<u>1,339</u>	<u>1,352</u>	<u>1,366</u>	<u>1,379</u>
Total	1,689	1,920	2,149	2,224	2,296	2,365

Funding of Firehouse Investment

- The Firehouse option would require funding from the PEG Equipment Fund, the Unrestricted Fund, and from the Village of Mamaroneck, as shown below.

	Estimated	Projections				
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Total Fund Balances - Before Firehouse Funding						
Unrestricted	377	595	810	872	931	986
PEG Equipment	<u>1,312</u>	<u>1,325</u>	<u>1,339</u>	<u>1,352</u>	<u>1,366</u>	<u>1,379</u>
Total	<u>1,689</u>	<u>1,920</u>	<u>2,149</u>	<u>2,224</u>	<u>2,296</u>	<u>2,365</u>
VOM Firehouse Move						
Capital Cost		(2,378)				
Sources of Funds:						
PEG Equipment Fund		1,300				
Unrestricted Fund		578				
Village of Mamaroneck		<u>500</u>				
Total		2,378				
Total Fund Balances - After Firehouse Funding						
Unrestricted	377	17	232	294	353	408
PEG Equipment	<u>1,312</u>	<u>25</u>	<u>39</u>	<u>52</u>	<u>66</u>	<u>79</u>
Total	<u>1,689</u>	<u>42</u>	<u>271</u>	<u>346</u>	<u>419</u>	<u>487</u>

Financing Summary

- Renovation and move to Firehouse would require:
 - The PEG Equipment Fund to pay for \$1.3 million in capital expenses;
 - Board of Control to retain almost \$600,000 in the Unrestricted Fund that could otherwise be distributed, assuming no grants are awarded;
 - An investment by VOM of \$500,000 for upgrading the building.
- If the Village of Mamaroneck is awarded a grant for upgrading the Firehouse, the three municipalities would potentially share in the proceeds
- The Unrestricted Fund could potentially recover its investment in upgrading the Firehouse
 - The Board of Control will have the option to purchase the Firehouse at a price set to the value of the Firehouse before LMC-TV's upgrades;
 - If the BOC does not exercise its option, it will still potentially share in the proceeds upon a sale of the Firehouse by VOM

VOM-LMC-TV Lease – Key Financial Terms

- Base Rent will be set at \$46,200 per year for ten years with option to renew for another ten years at market value
- LMC-TV will have option to purchase Firehouse at set price, as follows:

LMC-TV's Option to Purchase

Year	Base Price	Value Escalation	Purchase Price
1	1,100,000	2.0%	1,122,000
2	1,122,000	2.0%	1,144,440
3	1,144,440	2.0%	1,167,329
4	1,173,051	2.5%	1,196,512
5	1,202,377	2.5%	1,226,425
6	1,232,437	2.5%	1,257,085
7	1,269,410	3.0%	1,294,798
8	1,307,492	3.0%	1,333,642
9	1,346,717	3.0%	1,373,651
10	1,393,852	3.5%	1,421,729

- The Base Price reflects the appraised value of the Firehouse, plus the upfront investment, and would be reduced by grants received by the VOM

VOM Board Perspective

- LMC-TV has enhanced public access and participation in local government, school and community activities
- Local public access programming is a valuable resource for the community and should be financially supported by local governments
- LMC-TV would be an even more valuable asset by consolidating its operations into a highly visible, central location such as the Firehouse
- The VOM central business district would be strengthened and revitalized with the location of LMC-TV in the Firehouse
- The proposed lease provides LMC-TV a long-term home and the option to establish a permanent presence by purchasing the Firehouse at a set price
- The proposed lease provides a reasonable return to taxpayers on the Firehouse, directly through the financial terms of the lease, and indirectly through the revitalization of a key segment of the central business district

Village of Mamaroneck, NY

Item Resolution Authorizing Westchester Joint Water Works Local Capital Project (A-1316)
Title: Flagler Drive Water Main Replacement/Improvement

Item Resolution Authorizing Westchester Joint Water Works Local Capital Project (A-1316)
Summary: Flagler Drive Water Main Replacement/Improvement

Fiscal
Impact:

ATTACHMENTS:

Description

Type

Item 3A

Cover Memo

Funding request

Cover Memo

flagler drive memo with attachments

Cover Memo

Flagler Drive Reso 81417

Cover Memo

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT YAMUDER
VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

AUGUST 14, 2017

ITEM 3A – AGENDA REGULAR MEETING

RESOLUTION RE:

**AUTHORIZATION OF VILLAGE PARTICIPATION IN WESTCHESTER JOINT WATER WORKS
LOCAL CAPITAL PROJECT (A-1316) FLAGLER DRIVE WATER MAIN
REPLACEMENT/IMPROVEMENT**

WHEREAS, the Village of Mamaroneck, as a member of the Westchester Joint Water Works (WJWW), is required to fund local capital projects (i.e. projects that impact only the Village of Mamaroneck's potable water system); and

WHEREAS, one such project is the Flagler Drive Water Main Replacement/Improvement currently estimated at \$3,300,000 which includes \$600,000 for design and engineering and \$2,700,000 for construction; now therefore be it

RESOLVED, that the Village Board herein approves of the aforementioned capital, subject to a determination by the Village Attorney that the Village may lawfully pay for such a project on private property; and be it further

RESOLVED, this project shall be funded through the appropriation of Water Fund fund balance or future issuance of debt.

Daniel Sarnoff

From: David Birdsall <DBirdsall@WJWW.com>
Sent: Thursday, May 18, 2017 12:28 PM
To: Daniel Sarnoff; Agostino Fusco
Cc: Mayor Norman S. Rosenblum; Anthony Conetta
Subject: FW: WJWW - VOM Local Capital Projects

Importance: High

Dan,

As mentioned in our phone conversation earlier today, an amendment of \$600,000 to the Flagler Drive project will be presented to the WJWW at its May 24th, which will bring the total project estimated cost to \$3.3 million, this is a revision from my e-mail from yesterday. As we discussed, you intend to include the A1316-Flagler Drive (\$3.3 million) and A1335-Water Infrastructure Replacement (\$300,000 thousand) projects in your next Village Board work session and after that on the agenda for the Village Board meeting to be held on June 13th.

Regards,

David

David E. Birdsall
Business Director
Westchester Joint Water Works
1625 Mamaroneck Avenue
Mamaroneck, New York 10543
(914) 698-3500 Ext. 614
dbirdsall@wjww.com

From: David Birdsall
Sent: Wednesday, May 17, 2017 2:01 PM
To: Daniel Sarnoff <dsarnoff@vomny.org>; Agostino Fusco <afusco@vomny.org>
Cc: 'nrosenblum@vomny.org' <nrosenblum@vomny.org>; Anthony Conetta <AConetta@WJWW.com>
Subject: FW: WJWW - VOM Local Capital Projects

Dan/Augie,

The WJWW Board of Trustees has approved two local capital projects for the Village of Mamaroneck that will need to be put on your Board's agenda for approval:

- 2017 Water infrastructure replacement related to planned paving in the Village of Mamaroneck (A-1335, approved 4/25/17) - \$300,000. This project was approved in anticipation of the Village's paving program, but is a placeholder at this point pending further information of specific paving plans from the Village and a WJWW assessment of water infrastructure within those areas where paving will occur.

- Flagler Drive Water Main Replacement/Improvement (A-1316) – \$3.1 million preliminary total cost estimate. Preliminary construction cost estimate of \$2.7 million was approved on 5/9/17. Costs for engineering (design, bidding, administration, oversight), WCDOH approvals , etc. estimated at approximately \$400,000 will be put on the WJWW Board Agenda for approval on 5/24/17.

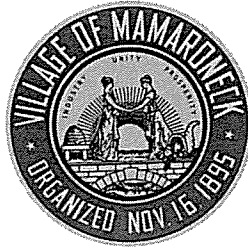
If you have any questions, please let me know.

Regards,

David

David E. Birdsall
Business Director
Westchester Joint Water Works
1625 Mamaroneck Avenue
Mamaroneck, New York 10543
(914) 698-3500 Ext. 614
dbirdsall@wjww.com

Village of Mamaroneck



*Village Hall at the Regatta
P.O Box 369*

*123 Mamaroneck Avenue
Mamaroneck, NY 10543*

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT A. SPOLZINO
VILLAGE ATTORNEY

Tel (914) 777-7737
Fax (914) 777-7769

TO: Mayor Rosenblum and the Board of Trustees
Robert Yamuder, Village Manager
Daniel Sarnoff, Assistant Village Manager

FROM: Robert A. Spolzino, Esq.

RE: Flagler Drive Water Lines

DATE: October 3, 2017

The attached documents provided to me by Guy Parisi, Esq., counsel to the Westchester Joint Water Works, establish to my satisfaction that the water mains in Flagler Drive are required to be maintained by the Village of Mamaroneck and, consequently, their replacement is a legitimate cost for the Village to undertake.



WESTCHESTER JOINT WATER WORKS

1625 Mamaroneck Avenue
Mamaroneck, New York 10543
www.wjww.com

Telephone: (914) 698-3500
Fax: (914) 381-4241
Fax: (914) 381-0349

Robert Yamuder
Mamaroneck Village Manager
Village Hall at the Regatta
123 Mamaroneck Avenue
Mamaroneck, NY 10543

August 14, 2017

Re: **WJWW Flagler Drive
Water Main Project and
Edgewater Development
Water Mains.**

Dear Mr. Yamuder:

A search of Westchester Joint Water Works' (WJWW) records indicates that after the Edgewater subdivision was created in 1926, water mains were constructed. In 1929 Edgewater Point petitioned WJWW to make the water mains part of the WJWW water system. Since then WJWW has operated, maintained and repaired these as public water mains. Over the years improvements were made to the causeway section of the water main by WJWW in accordance with Health Department requirements and funded as a local Village of Mamaroneck project (see attached documents).

WJWW has designed a replacement for the Flagler Drive six (6) inch water main as the existing water main does not meet design standards for fire flow. WJWW's Board has approved the Flagler Drive water main replacement project, but is awaiting confirmation from the Village of Mamaroneck that it has approved the project for funding as per existing WJWW protocol.

Should you have any questions, please contact me.

Very Truly Yours,

Guy T. Parisi

WJWW General Counsel

cc: Norman Rosenblum, Mayor – Village of Mamaroneck (Chairman, WJWW Board of Trustees)
David Birdsall, WJWW Business Director/Acting Manager

Westchester Joint Water Works

Flagler Drive Water Main Ownership

8/9/1927 (WJWW Minutes – Book 1, Page 163)

Engineer Stevens stated to the Board of WJWW that the Edgewater Point Company wishes to transfer ownership of the piping system within their property along with necessary easements. The matter was then referred to the WJWW Superintendent to develop a report. **Evidence of intent to transfer ownership to WJWW**

11/16/1927 (WJWW Minutes – Book 1, Page 203)

A communication from the Village of Mamaroneck and a petition from Edgewater Point, Inc. regarding the takeover of their water mains and installation of fire hydrants. Communication and petition referred for report and recommendation. **Evidence of ownership of intent to transfer ownership to WJWW**

2/21/1929 (WJWW Minutes – Book 2, Page 257)

The WJWW Clerk presented a communication from SMH Corp and the Edgewater Point, Inc. relating to an easement to pipelines in its subdivisions. Resolved that easements were accepted by the Board and referred to WJWW counsel for approval. Resolved that WJWW Superintendent authorized to submit usual contract for the rental of hydrants in the subdivision. Resolved Superintendent authorized and directed to make proper connections forthwith. **Evidence of transfer of ownership to WJWW**

4/8/1929 (Application for Water relating to Hydrant Rentals on Flagler Drive)

Documenting rental of hydrants to Edgewater Point, Inc. - **Evidence of WJWW ownership**

12/4/1929 (Letter to WJWW attorney from Edgewater Point Inc. attorney)

Letter highlights and references that the Village of Mamaroneck owns entirety of water mains within Edgewater point. **Evidence of WJWW ownership**

12/11/1929 (Letter from Village of Mamaroneck Clerk referencing letter of 12/4/1929)

Letter requests investigation and report to assess water main condition in Edgewater.

12/13/1929 (WJWW Minutes – Book 3, Page 213)

Reference to request for more information on water mains at Edgewater Point. Matter referred to WJWW Superintendent to submit a report covering condition and type of pipe installed at Edgewater Point.

12/19/1929 (Letter from WJWW Superintendent referencing 12/11 and 12/4 letters)

Letter confirms size of piping and condition in causeway and subdivision.

5/2/1930 (WJWW Minutes – Book 4, Page 17)

Resolved that WJWW Superintendent be authorized and directed to install for the account of the Village of Mamaroneck 1800 feet of 6 inch water main on Flagler Drive or Crossway from Orienta Avenue to a point where a water main has already been laid, all in accordance with the resolution of the Village of Mamaroneck Board for the same. **Evidence of WJWW Ownership.**

Westchester Joint Water Works No. 1

APPLICATION FOR EXTENSION

Extension Requested By John J. Smith

John J. Smith STREET Westchester VILLAGE Westchester TOWN

Of 18 Feet of 6" Pipe from the main line to the house

ESTIMATED COST		AMOUNT	ESTIMATED REVENUES	
			FIRST YEAR	
Pipe		10	No. of Consumers	1
Other Materials		104 25	Annual Revenues	200 00
Labor		10	% to Cost - - -	100 00
Rock Excavation		10	SECOND YEAR	
Hauling		40 00	No. of Consumers	1
		580 75	Annual Revenues	200 00
			% to Cost - - -	100 00
TOTAL		580 75		

PROPOSITION OF APPLICANT

REPORT OF SUPERINTENDENT

John J. Smith Westchester Westchester

PRIVATE STREET
RIGHT OF WAY AGREEMENT
SIGNED AND APPROVED
PUBLIC STREET

RESOLUTION OF MUNICIPALITY RECEIVED
EXTENSION AUTHORIZED BY
BOARD OF TRUSTEES AT
MEETING OF

A-241

RESOLVED: That the Superintendent be and he is hereby is authorized and directed to install for the account of the Village of Hammond, 1300 feet of 6 inch water main on Flogler Drive on Broadway, from Orient Avenue, to a point where it has been laid already been laid, all in accordance with the resolution of the Board of Trustees, No. 1, and approval thereof of the Mayor of Hammond, Ind., Jr.

CITY OF HAMMOND }
COUNTY OF HAMILTON } do:

I, the undersigned, certify that the foregoing resolution has been signed and filed in my office, and that the same is a true and correct copy of the resolution and of the whole of the same resolution, which was adopted by the Board of Trustees of the Village of Hammond, Ind., No. 1, at its meeting held on the 1st day of May, 1930.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village of Hammond, Ind., No. 1, this 5th day of May, 1930.

Frederick M. Sherman
The Mayor

-MAINS-

December 19th, 1929.

Mr. F. B. O'Callaghan, Jr., Clerk,
Halstead Avenue,
Hamaroneck, N.Y.

Dear Sir:

Your letter of December eleventh, together with copy of Mr. Messersmith's letter of the fourth instant to Mr. Zingisser, Village Attorney, relative to the mains in "Edgewater Point", has been referred to the writer for a reply.

The mains in this section are six inch, and are all cast iron, with the exception of a twelve hundred foot stretch running from Orienta Avenue to where the old gate house stood. The pipe between these two points is of steel.

This steel pipe is not in very good condition, and will have to be renewed before many years.

Yours very truly,

Superintendent.

BJN/c

RESOLVED, that the Claim of J. Henry Esser in the sum of \$24,500.00, less payment on account made July 19th, 1927 in the sum of \$2,000.00, balance due, \$22,500.00 for professional services rendered to the Westchester Joint Water Works No. 1, for the period covering the years 1922-1923-1924-1925-1926 and up to and including July 8th, 1927, be and the same hereby is approved for payment, and the Chairman and Treasurer are authorized to sign the necessary check therefor.

Mr. Herbert Doehler, representing the Doehler Realty Corporation, appeared before the Board and made application for the extension of water mains in the Park Ridge Sub-division, Town of Harrison. The matter was referred to Mr. Taylor and Superintendent Nordmann for investigation and estimate of cost.

Mr. Taylor reported that the pipe lines recently laid in the Sunny Ridge Sub-division, Town of Harrison, have been deeded to the Town of Harrison in connection with the taking over of the streets in said sub-division as Town Highways.

Mr. Taylor requested that the Superintendent be directed to submit a detailed report showing the estimated costs of the property acquired.

Upon motion, duly seconded, it was

RESOLVED, that Superintendent Nordmann be and he hereby is authorized and directed to submit a detailed report of the estimated costs of the property acquired by the Town of Harrison in the deeding of the pipe lines in the streets of the Sunny Ridge Sub-division, of said Town.

Engineer Stevens stated to the Board that the Edgewater Point Company, owners of property at Orienta Point in the Village of Mamaroneck desires to turn over to the Village, its piping system in their property, and the necessary easements thereto. The matter was referred to Mr. Bates and Superintendent Nordmann for a detailed report.

Mr. Taylor reported that he had received for the Town of Harrison a deed for all the pipe lines in the Biltmore Sub-division, together with an easement for laying of pipes. The report was ordered noted in the minutes and the matter referred to Mr. Taylor, Counsel, and Superintendent for further report.

Mr. Taylor requested that the Superintendent be authorized to replace a small section of 6" pipe on the Biltmore property with a 10" pipe, and to place the meter on said line in a different location.

Upon motion, duly seconded, it was

RESOLVED, that Superintendent Nordmann be authorized and directed to submit an estimate of the cost of replacing approximately 25 feet of 6" pipe with a 10" pipe on the Biltmore property in the vicinity of the entrance on North Street and to set the meter in a location as in the judgment of the Superintendent he may deem it advisable.

The Clerk presented a resolution adopted by the Town Board of the Town of Mamaroneck together with the Superintendent's estimate A-77 for the extension of the water main 225 feet on Murray Avenue. After discussion, it was, upon motion duly seconded

Journal of Management Education 36(7) 809–824

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are listed in a column, and the addresses are listed in a column next to them.

2. The second part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are listed in a column, and the addresses are listed in a column next to them.

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10. The tenth part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are listed in a column, and the addresses are listed in a column next to them.

Upon motion, duly seconded, it was

RESOLVED, that requisition No. 45 in the sum of \$220.00, for the purchase of 6 valves and 2,000 pounds of leadite, be and the same hereby is approved, and the Superintendent is authorized and empowered to make such purchases as is recited in said requisition.

Superintendent Nordmann submitted requisition No. 46 in the sum of \$190.00 for the purchase of 5 tons and powdered alum.

The requisition was ordered received and placed on file.

Upon motion, duly seconded, it was

RESOLVED, that requisition No. 46 in the sum of \$190.00, for the purchase of 5 tons of powdered alum, be and the same hereby is approved, and the Superintendent is authorized and empowered to make such purchases as is recited in said requisition.

Superintendent Nordmann submitted a written report, covering the complaint made by Mrs. Winifred Redding, 252 Irving Place, Pelham, N. Y., relative to bill rendered for services to her home.

The report was ordered received, read, placed on file and after discussion of the entire matter, it was, upon motion, duly seconded,

RESOLVED, that Auditor Hogan be and he hereby is authorized and empowered to interview Mr. Redding relating to bill rendered for water service at 252 Irving Place, Pelham, N. Y., and to make such settlements and adjustments as in his judgment, he may deem proper.

The Chairman presented a communication from the Hillside Holding Corporation, in relation to a bill rendered in the amount of \$254.75, for water consumption.

The communication was ordered received, placed on file and referred to Superintendent Nordman and Auditor Hogan for report.

The Clerk presented a communication from the S. M. H. Corporation, and Edgewater Point, Inc., and presenting therewith, an easement to said pipe lines in said subdivisions.

After due consideration of the matter, it was, upon motion, duly seconded,

RESOLVED, that the easements presented by the Edgewater Point Inc., and the S. M. H. Corporation, be and the same hereby is accepted by this Board and referred to Counsel for approval; and it was further

RESOLVED, that the Superintendent be and he hereby is authorized and directed to submit the usual form of contract for the rental of hydrants in said subdivisions; and it was further

RESOLVED, that the Superintendent be and he hereby is authorized and directed to make the proper connections forthwith.

Contract No. 2090
District 1
Section
Block
Lot

APPLICATION FOR WATER
Westchester Joint Water Works, No. 1
MAMARONECK, N. Y.

April 8th 1939

To Westchester Joint Water Works, No. 1

fire hydrant service

Subject to your Rules, Regulations and Rates, ~~and to the Rules and Regulations of the Westchester Joint Water Works~~ please furnish ~~me~~ to my property located ~~at~~

at EDGEWATER POINT Street, between and Streets,

Street No. in the village of Mamaroneck County of Westchester, State of New York,

from 19 .. and thereafter until either party hereto gives to the other notice in writing of their desire to

terminate this contract.

**\$40 00 per year for each hydrant,
payable monthly in advance.**

I desire ~~xxx~~ inch meter.

Accepted 19 ..

WESTCHESTER JOINT WATER WORKS, No. 1
B. J. Nordinann, Supt.

Per

EDGEWATER POINT, INC.

Storkmann

Owner
President

Mailing Address 1501 Broadway

W. H. City

December 4, 1929

Louis Zingesses, Esq.
Mamaroneck Avenue
Mamaroneck, N. Y.

Re:- Edgewater Point, Inc. Water Mains

Dear Sir:

It has been brought to my attention that some of the water pipes leading in from Orienta Avenue to Edgewater Point were laid by our predecessor in title. In exposing some of these pipes in construction being done by my client, it appears that there is a serious question as to whether they are adequate in size and also how long they might last. This matter was unofficially taken up with the clerk of the Water Board with the suggestion that while your trench is open for sewers it might be advisable for the water company to replace some of those pipes so that future expense of trenching might be saved in this locality, and I was informed that this matter could not be taken up without the request of the Village of Mamaroneck, and I am therefore bringing this matter to your attention for your suggestion as to what procedure you would like adopted, what information I might be able to give you and if you need a formal petition I would be glad to see that you got it, but it being more or less an internal matter between the Water Company and the Village, I thought you might want to handle it without a petition from my client, particularly in view of the fact that the Village is the owner of the entire water mains, etc. in Edgewater Point.

Very truly yours,

(Signed) Wesley M. Messersmith.

M W



Village of Mamaroneck
Mamaroneck, N. Y.

F. E. O'CALLAGHAN, Jr.
Village Clerk

December 11th, 1929.

Board of Trustees,
West. Joint W. W. #1,
Mamaroneck, N.Y.

Att: Mr. J. Henry Esser.

Dear Mr. Esser:

As per your suggestion to the Board of Trustees, I am enclosing herewith a copy of a letter sent to Louis Zingesser by W. M. Messersmith. The Board of Trustees request an investigation of this matter and a report and recommendation from you on the entire matter.

Very truly yours,

Frank E. O'Callaghan Jr.
Village Clerk.

FEO'C/C
Enc.

*Separate Committee at
Police Court*

The Treasurer presented claims Nos. G-1675 to G-1714, inclusive, in the aggregate amount of \$18,409.41, covering the purchase of materials, supplies, etc., pay-roll for the office and pump station, and laborers, grading grounds.

Upon motion, duly seconded, it was

RESOLVED, that claims Nos. G-1675 to G-1714, inclusive, in the aggregate amount of \$18,409.41, covering the purchase of materials, supplies, etc., pay-roll for the office and pump station, and laborers, grading grounds, be and the same hereby are approved for payment, and the Chairman and Treasurer are authorized and empowered to pay the same from the general fund and to sign the necessary checks therefor.

The Treasurer presented claims T-967 to T-971, inclusive, in the aggregate amount of \$134.80, covering refunds to consumers.

Upon motion, duly seconded, it was

RESOLVED, that claims Nos. T-967 to T-971, inclusive, in the aggregate amount of \$134.80, covering refunds to consumers, be and the same hereby are approved for payment, and the Chairman and Treasurer are authorized to pay the same from the Trust fund and to sign the necessary checks therefor.

The Superintendent presented the requisition No. 77, covering the purchase of various equipment as recited in said requisition.

Upon motion, duly seconded, it was

RESOLVED, that the Superintendent be and he hereby is authorized and empowered to make the purchases requested and recited as per requisition No. 77.

Counsellor Esser submitted a verbal report in relation to the water mains at Edgewater Point, and stated that he had taken the matter up with the officials of the Village of Mamaroneck and requested further information in relation thereto.

After discussion, it was

VOTED, that the matter be referred to Superintendent Nordmann who was requested to submit a report covering the condition and type of pipe installed at Edgewater Point.

The committee heretofore appointed to take up the question of office quarters, submitted its report and stated that it had considered various sites and after studying the various propositions submitted, it was of the opinion that the office space in the Alamar Building at 284 Mamaroneck Avenue was best suited for the requirements of the water office, and recommended leasing of said office.

After due consideration, it was, upon motion, duly seconded

RESOLVED, that the office space in the Alamar Building, at 284 Mamaroneck Avenue, be leased by this Board for water office and Board room at a rental of \$1,900.00 per year, including Janitor's service; and Counsel be and he hereby is requested to negotiate a lease for a term of three years with an option of renewal of two years additional.

-MAINS-

December 19th, 1929.

Mr. F. E. O'Callaghan, Jr., Clerk,
Halstead Avenue,
Mamaroneck, N.Y.

Dear Sir:

Your letter of December eleventh, together with copy of Mr. Messersmith's letter of the fourth instant to Mr. Zingisser, Village Attorney, relative to the mains in "Edgewater Point", has been referred to the writer for a reply.

The mains in this section are six inch, and are all cast iron, with the exception of a twelve hundred foot stretch running from Orienta Avenue to where the old gate house stood. The pipe between these two points is of steel.

This steel pipe is not in very good condition, and will have to be renewed before many years.

Yours very truly,

Superintendent.

BJH/c

\$838.94, be and the same hereby is ordered paid to the Howell Utility Co., upon the filing of a duly verified claim therefor approved by the Auditor and Council. Said refund is constituting the guaranteed amount to be refunded in accordance with contract on file.

Howell
Extension
refund

The Clerk presented the resolution adopted by the Village Board of the Village of Mamaroneck, requesting installations on various Village Streets in accordance with the Supts. estimates.

The resolution together with the Superintendents estimates were ordered received and placed on file.

Upon motion, duly seconded, it was

RESOLVED, that the Superintendent be and he hereby is authorized and directed to install for the account of the Village of Mamaroneck 530 feet of 6 inch water main on Monroe Avenue from the end of the present existing 6 inch main to Rockland Ave, together with one hydrant along said extension, all in accordance with the resolution of the Village Board requesting the same, and approval thereof of its Mayor William E. Lyons, Jr.

A-239

RESOLVED, that the Superintendent be and he hereby is authorized and directed to install for the account of the Village of Mamaroneck, 450 feet of 6 inch water main on Rockland Avenue with a spur connection to Monroe Avenue together with 2 hydrants along said extension, all in accordance with the resolution of the Village Board requesting the same, and approval thereof of its Mayor William E. Lyon, Jr.

A-240

RESOLVED, that the Superintendent be and he hereby is authorized and directed to install for the account of the Village of Mamaroneck, 1800 feet of 6 inch water main on Fingler Drive or Crossway, from Orienta Avenue, to a point where a water main has already been laid, all in accordance with the resolution of the Village Board requesting the same, and approval thereof of its Mayor William E. Lyon, Jr.

A-241

RESOLVED, that the Superintendent be and he hereby is authorized and directed to install for the account of the Village of Mamaroneck, 175 feet of 6 inch water main on Barry Avenue, with spur connection at Knickerbocker Ave; 175 feet of 6 inch water main on Barry Avenue, with spur connection at Knickerbocker Ave; all in accordance with the resolution of the Village Board requesting the same, and approval thereof of its Mayor Wm. E. Lyons, Jr.

A-242

RESOLVED, that the Superintendent be and he hereby is authorized and directed to install for the account of the Village of Mamaroneck 350 feet of 6 inch water main on Park Ave (100 feet at Fifth St and 250 feet from Florence St to English Pl) all in accordance with the resolution of the Village Board requesting the same and approval thereof of its Mayor William E. Lyon, Jr.

A-243

**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF MAMARONECK HELD ON AUGUST 14, 2017, AT 7:30 P.M. IN THE COURTROOM AT 169 M
PLEASANT AVENUE, MAMARONECK, NEW YORK**

RESOLUTION RE:

**AUTHORIZATION OF VILLAGE PARTICIPATION IN WESTCHESTER JOINT WATER WORKS
LOCAL CAPITAL PROJECT (A-1316) FLAGLER DRIVE WATER MAIN
REPLACEMENT/IMPROVEMENT**

WHEREAS, the Village of Mamaroneck, as a member of the Westchester Joint Water Works (WJWW), is required to fund local capital projects (i.e. projects that impact only the Village of Mamaroneck's potable water system); and

WHEREAS, one such project is the Flagler Drive Water Main Replacement/Improvement currently estimated at \$3,300,000 which includes \$600,000 for design and engineering and \$2,700,000 for construction; now therefore be it

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that the Village Board herein approves of the aforementioned capital, subject to a determination by the Village Attorney that the Village may lawfully pay for such a project on private property; and be it further

RESOLVED, this project shall be funded through the appropriation of Water Fund fund balance or future issuance of debt.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

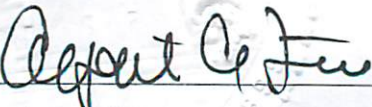
I, the undersigned Clerk Treasurer of the Village of Mamaroneck, Westchester County, New York,

DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the Regular Meeting of the Board of Trustees of the Village of Mamaroneck, including the resolution contained therein, held on the 14th day of August, 2017 with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village this 21st day of August, 2017.



Agostino A. Fusco

Village of Mamaroneck, NY

Item Title: Resolution Revising S-Float Fees For The 2018 Boating Season

Item Summary: Resolution Revising S-Float Fees For The 2018 Boating Season

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 4A

Cover Memo

s-dock email

Cover Memo

E-mail s DOCK

Cover Memo

Village of



Mamaroneck

Village Hall At The Regatta

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OCTOBER 10, 2017

ITEM 4A – AGENDA REGULAR MEETING

RESOLUTION RE:

REVISING S-FLOAT FEES FOR THE 2018 BOATING SEASON

WHEREAS, at their May 8, 2017 meeting, the Board of Trustees adopted a Fees & Charges schedule for Fiscal Year 2017/18; and

WHEREAS, after review of the fees and charges, it have been recommended that the fees for the S-Floats be revised; now therefore be it

RESOLVED, that the Village of Mamaroneck Board of Trustees herein adopts the following fees for the S-Floats for Fiscal Year 2017/18 (fees to be in effect for the 2018 boating season)

S-floats - 23 feet		
	Resident	\$1,255
	Resident Senior	\$1,005
	Nonresident	\$2,510
S-floats - 24 feet		
	Resident	\$1,310
	Resident Senior	\$1,050
	Nonresident	\$2,620
S-floats - 25 feet		
	Resident	\$1,365
	Resident Senior	\$1,095
	Nonresident	\$2,730

Joseph Russo

To: Robert Yamuder; Daniel Sarnoff
Subject: Dock fees

Morning Rob, Dan, I am trying to make this as simple as Possible, Please forward to Board, the Fee schedule marked number One is the one that myself and Rich put together after reviewing Rye and New Rochelle Marina and speaking with several Boat Yards and clubs we went with a 2% across the board except for a few categories that we left the same, example Ramp Use, we also decided to increase work Floats by 4%. This is what we felt was best.

2 The adopted fees by the Board were exactly the SAME EXCEPT for S dock which range from a 26% increase to a 46% increase depending on the size of the Boat ?? As discussed at work session it is not Fair for the Boaters on S Dock They already are paying \$20 a foot more than the rest of the Boaters and have the same Amenities which is just water, If the Board wanted more revenue out of marina there is a Better way, increase the present 2017 DOCK fees for boats 12 to 25 feet across the Board by 4% along with the changes in other areas that have been already adopted and increase Work Float fees by 40% this would make up for S dock receiving a 4% increase the same as all other Boaters.

Joseph Russo
Village of Mamaroneck
Harbor Master
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(914) 777-3409- Fax
jrusso@vomny.org E-mail

Joseph Russo

From: Joseph Russo
Sent: Friday, August 25, 2017 1:44 PM
To: Robert Yamuder; Daniel Sarnoff
Subject: Harbor Fees

Rob, Dan, I put together a fee schedule That will be fair for EVERYONE and increase revenue, The Dock fees collected so far for the 2017 season is \$260000.00 that is just dock fees. Increasing dock fees 2% will bring in additional \$5200, a 4% increase would be \$10400 and a 5% increase would be \$13000. I believe the increase should be across the Board A B C D and S dock. Also I believe it would be fair to increase the SERVICE floats the same percentage as the dock fees. The work floats which belong to Contractors are much larger and boats are docked there I believe it can be increased By 40% they currently pay \$2913 a 40% increase would bring it to \$4078 for the year which is still a great deal. That would be additional \$2000 in revenue from work floats.

Rob hopefully the board will amend the adopted 2018 fee schedule, by going with the 4% or 5% increase across the board this would compensate for the increase that S dock received that I believe is not Fair they are paying \$22 per foot more for their slips and all they have are fingers. Please feel free to forward to the Board. Rob I am off on Monday but I would like to sit with you and Dan one day next week just to review one more time the fee schedule in case you have any Questions, should not take more than 30 Minutes, I like to get this done so we can move forward. Enjoy the weekend.

Joseph Russo
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(914) 777-3409- Fax
jrusso@vomny.org- E-mail

Joseph Russo

From: Joseph Russo
Sent: Saturday, August 05, 2017 10:53 AM
To: Robert Yamuder; Daniel Sarnoff
Subject: Harbor fees

Morning Robert , Dan. A few years back I was asked about increasing Revenue my response was extend S dock, that was based on request from current Boaters who showed interest in moving up and a list that was handed to me in 2009. 2009 I sent out 12 certified mail letters to people who Where on the list the response was 5 people were interested they were on the list since 1997 1998. Four of them are on the dock now, don't forget I created 3 additional spots so in 9 years 4 boaters have been assigned.

I have called 14 people who are on a list I started since 2009 current Boaters at harbor interested in S dock, once I told them about the fee schedule, the response was 12 no, 1 yes, and one said yes but does not own a boat, the feedback I got was not good , I will bring up the waiting list book this week and you can follow up with list starting from 1999. I started to do this years ago and was a waste of time who died who moved.

The adopted fees 2018 for boats up to 22 feet is \$38 per foot for a resident and \$77 for a non Resident. S dock fee for 2017 was \$53 per foot for Resident and \$107 for a non resident, all that is different they have fingers which are not the correct size, the new fees for 2018 for S dock range from 22 percent to 47 percent depending on the size of the boat ?? Depending on size of boat Res \$65 to \$80 per foot Non Resident \$130 to \$160 per foot ? No Amenities just water.

In the last 9 years we had damage to docks and Piles due to Ice 2015. The docks are 30 years old we have just kept up with maintenance and safety, the Harbor collects Good revenue , there has been no Major Improvements put back into the docks just upkeep.

The Fees adopted for S dock I believe are unfair, we do not have Bathrooms with showers, Fuel dock, Laundry Rooms, vending and Ice machines ,a Marina store, electric on docks, cable at slips, Picnic areas ,Dock boxes, security Cameras, no winter storage. If we did it would justify a increase. I Believe with the current adopted fees we will lose a few of our current customers who have been with us for over 30 years who live in Mamaroneck and are taxpayers, there are seniors that look forward to the Harbor. Rob the fees that were adopted are not what I went over with Rich, I believe there are other ways to increase revenue which I would be happy to discuss with you or the Board. My Door is always open and I work Saturdays through Labor Day. S dock has also been Vandalized 3 times this year that Police have responded? Rob I looked through the entire fee schedule nowhere did I see a increase in any other area like S dock, maybe I missed something. Rob please feel free to forward to the Board hopefully we can correct.

Joseph Russo
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jrusso@vomny.org- E-mail

Present 2017

Proposed
2018 Fee

Chapter 240, Harbor and Watercraft			Adopted
	Administrative fee for all new applicants		\$ 30
	Late fee for applications received after deadline		\$ 50
	Annual municipal dock permits		
	Dinghy (maximum length 12 feet)		
		Resident	\$ 383
		Resident senior	\$ 296
		Nonresident	\$ 522
	13 feet		
		Resident	\$ 412
		Resident senior	\$ 319
		Nonresident	\$ 823
	14 feet		
		Resident	\$ 441
		Resident senior	\$ 342
		Nonresident	\$ 887
	15 feet		
		Resident	\$ 475
		Resident senior	\$ 371
		Nonresident	\$ 945
	16 feet		
		Resident	\$ 609
		Resident senior	\$ 469
		Nonresident	\$ 1,217
	17 feet		
		Resident	\$ 643
		Resident senior	\$ 499
		Nonresident	\$ 1,293
	18 feet		
		Resident	\$ 684
		Resident senior	\$ 533
		Nonresident	\$ 1,363
	19 feet		
		Resident	\$ 725
		Resident senior	\$ 563
		Nonresident	\$ 1,449
	20 feet		
		Resident	\$ 759
		Resident senior	\$ 591
		Nonresident	\$ 1,524
	21 feet		
		Resident	\$ 800
		Resident senior	\$ 621
		Nonresident	\$ 1,601
	22 feet		
		Resident	\$ 834
		Resident senior	\$ 649
		Nonresident	\$ 1,670

\$40

Same

Rob Revenue
for 2017
Dock Space
so far

\$260,000.

2%: \$5,200

4%: \$10,400

5%: \$13,000

Chapter 240, Harbor and Watercraft -- continued				Adopted	
		S-floats - 23 feet			
			Resident - 23 feet	\$ 1,231	
			Resident senior - 23 feet	\$ 985	
			Nonresident - 23 feet	\$ 2,462	
		S-floats - 24 feet			
			Resident - 24 feet	\$ 1,285	
			Resident senior - 24 feet	\$ 1,028	
			Nonresident - 24 feet	\$ 2,569	
		S-floats - 25 feet			
			Resident - 25 feet	\$ 1,338	
			Resident senior - 25 feet	\$ 1,071	
			Nonresident	\$ 2,676	
		Issuance of replacement decal		\$ 15	
		Exchange of permits		\$ 15	SAME
		Issuance of second parking permit		\$ 30	40
		Locker fee			
			Resident	\$ 68	80
			Nonresident	\$ 94	110
		Annual guest mooring space permits (maximum seven-day stay per			
			Commercial marinas or commercial boatyards, per space, per season	\$ 250	
			Yacht clubs, per space, per season	\$ 250	\$255
		Mooring tackle and buoy permits, annual administrative fees			
			Vessels moored offshore, per foot	\$ 13	
			Issuance of replacement decal	\$ 16	SAME
			Exchange of permits	\$ 11	
		Kayak rack fees			
			Resident, annual	\$ 166	170
			Nonresident, annual	\$ 291	300
		Ramp fees			
			Launch or haul, per launch or haul	\$ 25	
			Daily parking and launch for kayak(s)	\$ 10	
			Daily use of the ramp or beach, per kayak	combined	
			Daily use of ramp and parking for car-top boats	\$ 20	
			Daily use of ramp and parking for cars with trailers	\$ 40	
		Seasonal use of ramp and parking for car-top boats			
			Resident	\$ 99	105
			Nonresident	\$ 161	170
		Seasonal use of ramp and parking for cars with trailer			
			Resident	\$ 177	180
			Nonresident	\$ 250	255
NOTE: The ramp will be closed each year for the Firemen's Parade in July and the Antique Car Show in September and for the Harbor Fest/Street Fair in the spring.					
		Off-season storage of private floats in Inner Harbor, per linear ft		\$ 5	SAME
		Offshore service floats, per float, up to 400 square feet		\$ 1,446	290 490 590
		Work floats, per float, over 400 sq. ft., not to exceed 2,000 sq. ft.		\$ 2,913	4090

Chapter 240, Harbor and Watercraft -- continued					Adopted
	Operator license, in addition to mooring or dock fees, for fishing, recreational or other commercial charter activities, calendar year.				\$ 2,278
Note: all seasonal dock and ramp fees shall be pro-rated as August 1st (e.g. % months left in season X length of boat)					
Chapter 226, Housing Standards -- Recodified to Chapter 126					
	Rooming house license, per unit				\$ 16
Chapter 234, Laundries and Dry Cleaning					
	Coin-operated laundry or dry cleaning, annual license fee, per machine				\$ 30
Chapter 246, Motels					
	Number of housing or lodging units on premises				
		1 to 10, annual license fee			\$ 202
		11 to 49, annual license fee			\$ 403
		50 or more, annual license fee			\$ 690
	Variance application, filing fee				\$ 58
Chapter 268, Peace and Good Order, 268-1 -- Firearms and Fireworks					
	Fee per private event in the amount of				\$2000 + Police exp
	Note: Liability insurance required at the minimum of \$5,000,000				
Chapter 274, Peddling and Soliciting					
	Annual license fee				
		Residents, plus cost of fingerprint background check			\$ 120
		Nonresidents, plus cost of fingerprint background check			\$ 177
NOTE: Fingerprint background checks may or may not be required for one-time vendors, such as those applying to sell at fairs or carnivals, rather than for a full year, at the discretion of the Village Manager, upon consultation with the Police Chief.					
	Identification card replacement				\$20
Chapter 278, Plumbing and Sewer Connection Fees					
	Plumbing and/or sewer work permit				\$60 plus \$15.60/ea Addl \$1000 val
Chapter 285, Sidewalk Cafes					
	Annual permit fee, per square foot of public property				\$ 3.45
Chapter 286, Signs					
	New sign erection, placement or painting				
		Permanent sign application			\$ 67
		Marquee annual inspection			\$ 84
		Temporary sign			\$ 32

290

Daniel Sarnoff

From: Joseph Russo
Sent: Wednesday, September 20, 2017 10:20 AM
To: Robert Yamuder; Daniel Sarnoff
Subject: Dock info

This report on docks for Boat spaces sizes 12 to 25 feet. It does not include Dinghy, Moorings, Kayak or Ramp Permits.

1 A Dock 150 spaces 123 taken 27 open.

2C Dock 23 spaces 17 taken 6 open.

3D Dock 109 spaces 92 taken 17 open.

4 S Dock 17 spaces for boats 23 to 25 feet all spaces taken, also on S dock 5 regular spaces 3 are taken 2 are open.

Just for info we try to place the larger Boats on the outside of the dock mostly for Boats 19 to 22 feet, smaller boats on the inside. On A dock every slip on the outside is Taken. C Dock all slips on the outside is Taken. D Dock has 4 spots on the outside that are open. Some customers prefer the West Basin some want the East Basin we try to accommodate. We do have a few 22 foot bats on insides spots. Most of the open spots are on the inside for smaller boats. Rob Please forward to Mayor and Board for work session.

Joseph Russo

Village of Mamaroneck
Harbor Master
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(914) 777-3409- Fax
jrusso@vomny.org- E-mail

Village of Mamaroneck, NY

Item Title: Resolution Retrofitting Of Multi-Space Parking Meters

Item Summary: Resolution Retrofitting Of Multi-Space Parking Meters

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 4B

Cover Memo

Mamaroneck Retrofit Quote 081617

Cover Memo

UpgradeKits-Brochure_web

Cover Memo

Village of



Mamaroneck

Village Hall At The Regatta

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OCTOBER 10, 2017

ITEM 4B – AGENDA REGULAR MEETING

RESOLUTION RE:

RETROFITTING OF MULTI-SPACE PARKING METERS

RESOLVED, that the Village Manager is herein authorized to purchase conversion kits from IPS for the Cale Multi-Space Parking Meters located throughout the Village in accordance with the price quote in the amount of \$47,030, said pricing pursuant to National Cooperative Purchasing Alliance Contract 05-14; and be it further

RESOLVED, that such costs be funded through a supplemental appropriation or future issuance of debt; and be it further

RESOLVED, that all costs associated with this work be charged to a Capital Budget Account to be determined by the Village Clerk-Treasurer; and be it further

RESOLVED, that the Village Manager is authorized to take such other and further administrative acts as may be necessary to effectuate this work.



Quote

Date 8/16/2017
Quote # MB08161701
Exp. Date 9/16/2017

The Next Generation in Parking

IPS Group, Inc
 7737 Kenamar Court
 San Diego, CA 92121
 Mark Berling
 858-252-2560
 mark.berling@ipsgroupinc.com

TO: Village of Mamaroneck
 123 Mamaroneck Ave
 Mamaroneck, NY 10543
 Mary Shiffer
 914-825-8111
mshiffer@vomny.org

Salesperson	Contract	Shipping Method	Payment Terms	Delivery Date
MB	NCPA	Ground	Due on receipt	6-8 weeks

Qty	Item #	Description	Unit Price	Line Total
14		Multi Space Retrofit of Cale Pay by Space - coin and credit card only. No Bill Note Acceptor. Includes 1 year warranty.	\$2,500.00	\$35,000.00
14		Pay by Space (PbS) Keypad	\$75.00	\$1,050.00
14		Shipping	\$150.00	\$2,100.00
14		Installation, Training, and Commissioning	\$200.00	\$2,800.00
70		7" Paper Roll	\$24.50	\$1,715.00
		Spares		
2		Printer	\$615.00	\$1,230.00
2		Main Operating Board (with LCD and modem)	\$700.00	\$1,400.00
2		Card Reader	\$49.00	\$98.00
2		Coin Validator Assembly	\$69.00	\$138.00
2		4 Button Horizontal Keypad	\$69.00	\$138.00
2		4 Button HVertical Keypad	\$69.00	\$138.00
2		Pay by Space Keypad Assembly	\$165.00	\$330.00
3		16Ah Battery	\$165.00	\$495.00
2		Coin Shutter	\$199.00	\$398.00
		Recurring Fees		
14		Management System License Fee & Base Wireless Data Fee (per month per meter)	\$25.00	
		Secure Credit Card Gateway Fee (per credit card transaction)	\$0.13	



Revolution Pay Station Upgrade Kits

IPS Revolution Upgrade Kits are designed to retrofit existing pay stations. This maximizes current investment and infrastructure, while upgrading to the latest parking meter technology. The kit updates outdated components with new IPS technology and features. Designed with the service technician in mind, the modular components can be easily removed, serviced, and replaced with no more than a screwdriver. Cities benefit from lower equipment upgrade costs, ease of maintenance, and reduced overall cost of ownership.



Key Benefits

Flexibility: The upgrade kits are available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required to support the different modes.

Unparalleled Power Efficiency: Powered by environmentally-friendly solar panels and combination battery packs to maximize ongoing power.

Customization: Configurable buttons include help screens, alternative languages, max time, and more.

Improved Visibility: LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.

Customer Friendly Features: IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order after which the pay station will guide them through the transaction.

Dependability: Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to the Data Management System (DMS).

Easy Maintenance: Modularly designed with the technician in mind for easy plug-and-play maintenance.

Future-proof Design: IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.

Physical Features



Large display



Intuitive keypad



Card reader



LED lighting



Proximity sensors

Current Kits Available



Revolution ST
Retrofits: Parkeon Stelio



Revolution SR
Retrofits: Parkeon Strada



Revolution SM
Retrofits: Siemens Prisma



Revolution CL
Retrofits: Cale MPC 104



Revolution DL1
Retrofits: Digital
Payment Technologies
Luke I



Revolution DL1 (custom
faceplate design option)



Revolution DG
Retrofits: Parkeon DG



Revolution V
Retrofits: Ventek 400



=Bill Note Acceptor

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For more information about **IPS Group's** dynamic parking solutions, please contact us.
Call for an on-site demo: **877-630-6638**
Online: **www.ipsgroupinc.com**

Village of Mamaroneck, NY

Item Title: Resolution Scheduling A Public Hearing On PLL-W 2017 – A Proposed Local Law To Amend Chapter 326 Of The Village Code “Vehicles & Traffic” As It Relates To Parking Regulations In The Spencer Place Parking Lot

Item Summary: Resolution Scheduling A Public Hearing On PLL-W 2017 – A Proposed Local Law To Amend Chapter 326 Of The Village Code “Vehicles & Traffic” As It Relates To Parking Regulations In The Spencer Place Parking Lot

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 4C

Cover Memo

PLL-W

Cover Memo

Village of



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OCTOBER 10, 2017

ITEM 4C – AGENDA REGULAR MEETING

RESOLUTION RE:

**SCHEDULING A PUBLIC HEARING ON PLL-W 2017 – A PROPOSED LOCAL LAW TO AMEND
CHAPTER 326 OF THE VILLAGE CODE “VEHICLES & TRAFFIC” AS IT RELATES TO
PARKING REGULATIONS IN THE SPENCER PLACE PARKING LOT**

RESOLVED, that a Public Hearing on Proposed Local Law W-2017 be and is hereby scheduled for October 23, 2017 at 7:30 p.m. at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York; and be it further

RESOLVED, that the Village Clerk-Treasurer is hereby directed to publish notice of said hearing pursuant to Village Law.

PROPOSED LOCAL LAW W- 2017

A Proposed Local Law to amend Chapter 326, Vehicles & Traffic as it relates to Parking in the Metered Parking Zone 21 (Spencer Lot)

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:
Language in strike-through ~~abedefhijk~~ to be deleted; language in **bold** is to be added
Chapter 326. Vehicles and Traffic

Section 1.

Chapter 326-52 **Time Limits** Subsection (D) is hereby amended as follows:

- D. The parking of vehicles in Metered Parking Zones 7, 8, 10(c) only the two spaces on the south side of Halstead Avenue over the Mamaroneck River ~~and 21~~, established by this article, for a period in excess of four hours is prohibited.

Section 2.

Chapter 326-52(J) **Time Limits** Subsection J is hereby added as follows:

- J. The parking of vehicles in Metered Parking Zone 21 established by this article, for a period in excess of four hours is prohibited between the hours of 8:00 am through 12:00 am. Between the hours of 12:00 a.m. through 8:00 am, the provisions of §326-53(E) shall apply in Metered Parking Zone 21.**

Section 3.

Chapter 326-53 **Prohibited Hours for Parking** Subsection (D) is hereby amended as follows:

- D. Metered Parking Zones 20, ~~21~~ and 22: Vehicle parking is prohibited between the hours of 6:00 p.m. and 8:00 a.m. without an ON parking decal issued pursuant to § 326-40 of this chapter.

Section 4.

Chapter 326-53 **Prohibited Hours for Parking** Subsection (E) is hereby amended as follows:

- E. ~~(Reserved)[1]~~
[1] Editor's Note: Former Subsection E, regarding the hours of prohibited parking in Zone 3(b), was repealed 3-12-2001 by L.L. No. 5-2001, effective 3-28-2001.
Metered Parking Zone 21: Vehicle parking is prohibited between the hours of 12:00 a.m. and 8:00 a.m. without an ON parking decal issued pursuant to § 326-40(B) of this chapter.

Section 5.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a

separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 6.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 7.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck, NY

Item Title: Resolution Authorization To Execute A Renewal Of A Professional Services Agreement To Assist The Village Of Mamaroneck With Affordable Care Act Compliance

Item Summary: Resolution Authorization To Execute A Renewal Of A Professional Services Agreement To Assist The Village Of Mamaroneck With Affordable Care Act Compliance

Fiscal Impact:

ATTACHMENTS:

Description

Type

Item 4D

Cover Memo

Village of Mamaroneck ACA Assistance agreement 2017

Cover Memo

Village of



Mamaroneck

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OCTOBER 10, 2017

ITEM 4D – AGENDA REGULAR MEETING

RESOLUTION RE:

AUTHORIZATION TO EXECUTE A RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT TO ASSIST THE VILLAGE OF MAMARONECK WITH AFFORDABLE CARE ACT COMPLIANCE

WHEREAS, by resolution of April 27, 2017, the Village of Mamaroneck Board of Trustees authorized the execution of a professional services agreement with CPI-HR to assist the Village with compliance with the requirements of the Affordable Care Act; and

WHEREAS, over the past two and one-half (2 ½) years, CPI-HR has provided several services to the Village including

- Coordinating Regulatory Tracking and Filing Requirements;
- Making Recommendations for Assisting with Implementation of ACA
- Reporting on Legislative Updates
- Assisting with Drafting of Policies
- Providing Employee Tracking and Information services
 - Tracking employee eligibility
 - Project financial impacts
- Providing Mandated Notices
- Providing the required tax forms
- Meeting with Unions and non-union staff to review ACA

WHEREAS, the Village received a proposal from CPI-HR to continue providing said services to the Village at an annual cost of \$12,000, which is the same price as prior years agreements; and

WHEREAS, staff believes this is a considerable savings were the Village to perform all of these services in-house; now therefore be it

RESOLVED, that the Village Manager is herein authorized to execute a professional services agreement with CPI-HR for Affordable Care Act compliance and consulting services in the amount of \$12,000; and be it further

RESOLVED, that such costs be charged to an account to be determined by the Village Clerk-Treasurer; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake such administrative acts as may be required to effectuate the terms of the agreement.



This ACA Assistance agreement ("Agreement") is made May 1, 2017 (the "Effective Date") by and between Village of Mamaroneck, (the "Client") and Corporate Plans, Inc. d/b/a as CPI-HR (the "Company").

Whereas, Client wishes to obtain the services described in Exhibit I from the Company on the terms as set forth herein; and

Whereas, Company wishes to provide such services to Client on the terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed, the parties hereto hereby agree as follow:

1. Scope of Services to be provided by Company. Company will provide the services described on Exhibit I (the "Services") to the Client with respect to the Patient Protection and Affordable Care Act ("ACA").
2. Fees. Client will pay to the Company the fees set forth on Exhibit II, as and when described in Exhibit II. It is acknowledged and understood that Client is solely and exclusively responsible for all taxes, fees and other assessments incurred by it under the ACA.
3. Term. This Agreement shall remain in effect until the first anniversary of the Effective Date, unless earlier terminated as described below; the term of this Agreement will thereafter automatically be extended for an additional term of one (1) year on each anniversary of the Effective Date, unless either party notifies the other, in writing, of its intention to terminate the Agreement as of the next anniversary of the Effective Date, which notice shall be delivered at least thirty (30) days prior to each anniversary of the Effective Date. The term of this Agreement as extended (if applicable) is referred to herein as the "Term." Notwithstanding the foregoing, the Agreement shall terminate immediately upon (i) breach of the Agreement that is not cured (if susceptible to cure) within five (5) business days or (ii) if the Services include access to the Dashboard (as defined on Exhibit I), the date the Company's license to access the Dashboard is terminated. Otherwise, either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other. Notice of termination must be in writing and delivered by certified mail, return receipt requested or overnight carrier to the party's address of record.
4. Personnel. The Company is performing its Services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. Company will assign its personnel according to the needs of the Client as the Company determines. Company retains the right to substitute personnel.
5. Client's Responsibility. Client will make available such information as may be reasonably requested for Company to perform the services contemplated herein, in a format as reasonably requested by Company. Such information will be provided promptly and will be correct and complete. Without in any way limiting any other provision of this Agreement, Client shall be solely and exclusively responsible for the accuracy of all data provided to Company and shall indemnify Company and hold the Company harmless from any claims arising out of or related to the use of inaccurate data, including



without limitation data Company re-formats on behalf of Client that is provided in a format that is inconsistent with Company's systems.

6. Not Legal Services. Client acknowledges, understands and agrees that neither the Company nor any consultant providing Services are engaged in the practice of law. The Dashboard does not provide legal services. The Services are not and shall not be deemed to be the provision of legal, tax, financial or similar advice of any kind. Client hereby represents and confirms that for all legal issues arising out of or related to the Services Client will consult with its own legal counsel and is not relying on the Company nor any of its employees or agents to provide legal advice. Company is not responsible for any advice, guidance or support provided to Client by any other entity or third party.

7. Confidentiality. All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party shall not disclose the Confidential Information of the disclosing party and will use at least the same degree of discretion and diligence in protecting such Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. For these purposes, Confidential Information will include but is not limited to, software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects, and other business information, and User Information); provided, however, that Confidential Information does not include any data or information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient prior to disclosure by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Neither party will disclose, release or otherwise make available to any third party Confidential Information of the other party except in order to perform its obligations pursuant to this Agreement. The confidentiality obligations of each party shall survive the termination of this Agreement.

8. DISCLAIMERS. THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT OF THE SERVICES CONTEMPLATED HEREIN BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE ACA. THE COMPANY WILL ENDEAVOR TO REMAIN UPDATED ON NEW DEVELOPMENTS IN THE ACA. THE COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL SERVICES NOR HIRE LAWYERS TRAINED IN THE INTERPRETATION OF THE LAW. THE SERVICES PROVIDED ARE NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CLIENT'S LAWYERS, ACTUARIES AND ADVISORS. A CHANGE IN DATA OR ASSUMPTIONS IS LIKELY TO YIELD A DIFFERENT OUTCOME. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT AND NOT THE COMPANY IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL ASPECTS OF COMPLIANCE WITH THE ACA.

9. WARRANTY. The SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY



OF THE SERVICES; AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE OR THAT ANY SYSTEMS USED BY THE COMPANY IN DELIVERING THE CONTEMPLATED SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

10. **Limitation of Liability; Indemnification.** Neither the Company nor its affiliates, officers, directors, employees or agents shall be liable under any claim, demand or action arising out of or relating to Client's reliance upon the information provided as part of the services contemplated herein. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including, without limitation, damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed, as to any claim, the fee referenced in Section 2 and actually paid to the Company, and, in the aggregate, ten thousand dollars (\$10,000). Client agrees to indemnify and hold the Company, its affiliates, officers, directors, employees and agents harmless from any claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or relating to Client's use of the Services.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.

12. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.

13. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.



14. Successors and Assigns. This Agreement is binding upon the successors and assigns of the parties hereto. The Company may assign this Agreement to an affiliate or a successor in interest upon written notice to the Client.

15. Notices. Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service, where receipt is given, and addressed to such party at its last address appearing in the records of the party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

16. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of Ohio, without regard to principles of conflicts of law. Venue for any action under this Agreement shall be in the state or federal courts located in Cleveland, OH. User consents to such jurisdiction and will not challenge jurisdiction on any grounds including without limitation forum non conveniens.

17. Entire Agreement. This Agreement contains the entire Agreement between the Company and User related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All schedules and exhibits hereto are intended to be and hereby are specifically made a part of this Agreement.

18. Third-Party Beneficiaries. No provision of this Agreement shall confer upon any person, including but not limited to, Clients, other than the parties hereto any rights or remedies hereunder.

[Village of Mamaroneck]

Corporate Plans, Inc. d/b/a CPI-HR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit I

Services

If “ACA Consulting” or “ACA Consulting and Dashboard Access” is selected above, the Services will include ACA Consulting Services, in accordance with the following:



- I. Education and ACA Guidance—the Company will:
 - o Provide guidance and general education to those employees of the Client whom Client identifies on the general requirements of the ACA (including the regulatory and sub-regulatory guidance promulgated thereunder);
 - o Recommend general ACA compliance strategies, including the development of an ACA compliance action plan;
 - o Develop generally accepted practices and procedures for ACA compliance;
 - o Provide, as applicable, guidance on updates to ACA legislation and regulatory and sub-regulatory guidance as the same may be received by the Company; and
 - o Provide general guidance support with respect to questions under the ACA.
- II. Employee tracking information and services—electronic ACA software platform designed to:
 - o Provide guidance on variable hour employee measurements (standard measurement, administrative and stability periods);
 - o Provide guidance on regulatory tracking and filing requirements under the ACA;
 - o Assist Client with the development of a system to track group health insurance plan eligibility using tracking system and payroll information provided by Client;
 - o Provide Client access to historical data and reports; and
 - o Assist client with the timely filing of forms required by Code Sections 6055 and 6056 (1094 & 1095 reporting) pursuant to IRS evolving requirements.
- III. Cadillac Tax—provide Client with predictive modeling with respect to the ACA’s Cadillac Tax based on current plans, enrollment and past plan performance.
 - o Using Company Cadillac Tax Calculator, we will provide a cost analysis with financial impact projections for Client, based on data provided by Client and currently available federal guidance.
- IV. Union education meetings—assist with union relationships related to ACA compliance:
 - o Meet with Union representatives on a quarterly basis to address ACA and plan education concerns;
 - o Provide non-legal guidance on ACA compliance issues that arise in collective bargaining agreements;
 - o Assist Client with strategy for Union Negotiations relative to ACA compliance
- V. Financial Impact Consulting

- o Consult with Client concerning ACA questions and concerns;
- o Examine the cost of penalties versus providing coverage;
- o Estimate the potential cost for covering a higher number of participants on the plan;
- o Project financial impacts of those who become eligible; and
- o Discuss market alternatives for minimum value plan for variable hour employees subject to Client need.

If “Dashboard Access” or “ACA Consulting and Dashboard Access” is selected above, the Services will include Dashboard Access, in accordance with the following:

I. Dashboard Access:

- o Access to a proprietary web-based application which assists users in compliance with employee tracking and other provisions of the ACA (referred to herein as the “Dashboard”);
- o Access shall be granted via a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dashboard on the Dashboard website;
- o Access will include access to ACA-related content and updates;
- o Client will be able to generate reports (“Reports”) that will assist them in analyzing the impact of the ACA on its business (in the case of a client that is an agency or broker (“Agency”), for its Clients;
- o The license to access the Dashboard may not be licensed or sub-licensed and Client will not permit any third-party to access the Dashboard;
- o Client is solely responsible for furnishing any and all equipment required to access the Dashboard; Services beyond Dashboard access (e.g., actuarial and consulting services in connection with

reviewing Reports) shall be subject to an additional charge, which shall be agreed to in writing by Client and the Company.

II. Restrictions.

o Unless otherwise agreed, Client may not (i) use, copy, reproduce, publish, upload, post, transmit, commercialize, distribute, modify or transfer the Dashboard or any content provided thereon; (ii) reverse engineer, disassemble, decompile, or translate the Dashboard, or otherwise attempt to derive the source code of the Dashboard, modify or create derivative works of the Dashboard or any updates thereof, or authorize any third party to do any of the foregoing; (iii) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with, the Dashboard; or (iv) rent, lease, loan, resell for profit, distribute, sublicense or use the Dashboard in a time-sharing arrangement;

o Dashboard and Report usage is subject to the terms of use set out at the Company's website and the Company's privacy policy, as it may be amended and which is available at the Company's website;

o Client will keep intact, and will not obscure, alter or remove any copyright and proprietary notices attached to the Dashboard and the Reports without the Company's prior written consent.

Exhibit II

ACA Consulting Services

Client will pay the Company \$12,000 for the ACA Consulting Services described in Exhibit I, which will be provided during the first year of the Term. This fee is payable in four (4) quarterly installment payments, due on 5/15/17, 8/15/17, 11/15/17 and 2/15/18.

General Payment Terms

Payment is due upon receipt of an invoice (for Dashboard access) and/or on the date(s) listed above for ACA Consulting Services. Accounts are delinquent if not paid within thirty (30) days. In the event any balance is delinquent, the Company may recover the amounts due, with interest at 1% per month and may terminate all Services (including Client's access to the Dashboard) without further notice.



Client shall be solely and exclusively responsible for all fees, assessments, taxes, penalties or other amounts due of whatever kind or nature attributable to any Report.

In the event this Agreement is terminated prior to the oneyear anniversary of the Effective Date of this Agreement and the Services include access to the Dashboard, Client shall repay to the Company all costs incurred by the Company in setting up Client's access to the Dashboard. Upon any termination of this Agreement, client will shall promptly pay promptly to the Company all amounts due under the Agreement and shall not be entitled to a refund of any amounts paid prior to the date of the termination.

Fees for any renewed Term shall be on the same terms as provided in this Exhibit II, unless both parties sign an amendment to this Exhibit II.

Village of Mamaroneck, NY

Item Title: Resolution Authorization to Execute a Retainer Agreement for Outside Counsel as it Relates to a Board of Ethics Matter.

Item Summary: Resolution Authorization to Execute a Retainer Agreement for Outside Counsel as it Relates to a Board of Ethics Matter.

Fiscal Impact:

ATTACHMENTS:

Description

Item 4E
17.10.05 retainer (signed AGP)

Type

Cover Memo
Cover Memo

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT YAMUDER
VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

OCTOBER 10, 2017

ITEM 4E – AGENDA REGULAR MEETING

RESOLUTION RE:

**AUTHORIZATION TO EXECUTE A RETAINER AGREEMENT FOR OUTSIDE COUNSEL AS IT
RELATES TO A PENDING MATTER BEFORE THE BOARD OF ETHICS**

RESOLVED, that the Village Manager is herein authorized to execute a retainer agreement with the firm of Piscione & Nemerow, P.C., to represent Deputy Mayor Louis Santoro in a matter currently pending with the Village's Board of Ethics; and be it further

RESOLVED, that the Village Manager is authorized to take such other and further administrative acts as may be necessary to effectuate the terms of the agreement.

PISCIONERE & NEMAROW, P.C.

A T T O R N E Y S A T L A W

ANTHONY G. PISCIONERE

JERYL LYNN NEMAROW
ADMITTED NY, FL, OH, DC

MICHAEL J. KONICOFF
ADMITTED NY, CT

MATTHEW I. MANNIS

363 BOSTON POST ROAD
RYE, NEW YORK
10580-1105

TELEPHONE (914) 835-6900
FACSIMILE (914) 835-6931

October 5, 2017

Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, New York 10543

RETAINER AGREEMENT

This is to confirm our understanding concerning our representation of Louis Santoro, Village of Mamaroneck Trustee, concerning a complaint that was filed against him with the Board of Ethics. Our representation will encompass any and all conferences and settlement negotiations involved in this matter as well as any pre-trial hearings or trial and /or motions concerning same. The Village of Mamaroneck is responsible for our reasonable legal fees in this matter.

Time is recorded in increments of tenths of an hour. The typical hourly rate of attorney Anthony G. Piscionere, is \$450.00 per hour. As a courtesy, we have agreed to reduce the hourly rate of Mr. Piscionere from \$450.00 per hour to \$350.00 per hour.

While we do not anticipate any large disbursements in this matter, there very well may be disbursements for service of process fees, court filing fees and other such fees. Those disbursements must be paid by the party listed above as they are incurred. If the bills are not paid within 30 days from the date rendered, we reserve the absolute right to make an application to the court to withdraw from the case and/or interest will accrue on said unpaid balance at the rate of 1.5% per month.

You will be billed periodically. Included in the billing will be a detailed explanation of the services rendered, and the disbursements incurred by our firm in connection with your matter. Upon receipt of our bill, you are expected to review the bill and timely and promptly bring to our attention any objections you may have to the bill. While we strive to keep perfectly accurate time records, we recognize the possibility of human error, and we shall discuss with you any objections you raise to our bill. You will not be charged for time expended in discussing with us any aspect

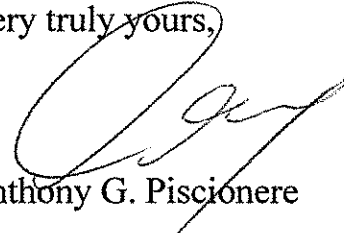
of the bill rendered to you. Upon the expiration of 60 days from receipt of our bill, all billings not previously objected to in writing shall be deemed accepted and a part of this written agreement.

Our representation does not include any appeals that may be resulting from any trial of this action.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

If the above meets with your approval, we request that you sign below where indicated and return a signed copy of this letter/retainer agreement and retainer check to this office.

Very truly yours,



Anthony G. Piscionere

AGP:av
encls.

Dated: October 5, 2017

AGREED AND ACCEPTED BY:

Village of Mamaroneck
By:

Village of Mamaroneck, NY

Item Title: CTB II

Item Summary: CTB II

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Report from the Village Manager

Item Summary: None

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Report from the Clerk-Treasurer

Item Summary: None

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Filing of Local Law 8-2017 with the Secretary of State (Schedule of Minimum Requirements for Nonresidential Districts)

Item Summary: Filing of Local Law 8-2017 with the Secretary of State (Schedule of Minimum Requirements for Nonresidential Districts)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
Local Law 8	Cover Memo
LOCAL LAW 8-2017 - schedule of minimum requirements for nonresidential districts PLL- K - 2017	Cover Memo

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

September 7, 2017

ELISETTE ACOSTA
INTERMEDIATE CLERK
VILLAGE OF MAMARONECK
VILLAGE HALL
PO BOX 369
MAMARONECK NY 10543

**RE: VILLAGE of MAMARONECK, Local Law #8 2017, filed on AUG 25
2017**

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

SEP 22 2017

VILLAGE ATTORNEY



Department
of State

LOCAL LAW 8- 2017

A LOCAL LAW TO AMEND CHAPTER 342 OF THE CODE OF THE VILLAGE OF MAMARONECK (ZONING) REGARDING THE SCHEDULE OF MINIMUM REQUIREMENTS FOR NONRESIDENTIAL DISTRICTS.

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

Section 1.

The Schedule of Minimum Requirements for Nonresidential Districts,” as established by section 342-38 of the Code of the Village of Mamaroneck, is amended by deleting note 4.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck, NY

Item Title: Filing of Local Law 9-2017 with the Secretary of State (Schedule of Minimum Requirements for Residential Districts)

Item Summary: Filing of Local Law 9-2017 with the Secretary of State (Schedule of Minimum Requirements for Residential Districts)

Fiscal Impact:

ATTACHMENTS:

Description

Local Law 9

LOCAL LAW 9- 2017 - Schedule of minimum requirements for residential districts PLL-M-2017

Type

Cover Memo

Cover Memo

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

September 7, 2017

ELISETE ACOSTA
INTERMEDIATE CLERK
VILLAGE OF MAMARONECK
VILLAGE HALL
PO BOX 369
MAMARONECK NY 10543

RE: VILLAGE of MAMARONECK, Local Law #9 2017, filed on AUG 28
2017

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

RECEIVED

SEP 22 2017

VILLAGE ATTORNEY



NEW YORK
STATE OF
OPPORTUNITY.

Department
of State

LOCAL LAW 9 - 2017

A LOCAL LAW TO AMEND CHAPTER 342 OF THE CODE OF THE VILLAGE OF MAMARONECK (ZONING) REGARDING THE SCHEDULE OF MINIMUM REQUIREMENTS FOR RESIDENTIAL DISTRICTS.

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

Section 1.

The Schedule of Minimum Requirements for Residential Districts,” as established by section 342-27 of the Code of the Village of Mamaroneck, is amended by deleting note 12.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck, NY

Item Title: Filing of Local Law 10-2017 with the Secretary of State (Notice to Adjacent Municipalities)

Item Summary: Filing of Local Law 10-2017 with the Secretary of State (Notice to Adjacent Municipalities)

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
Local Law 10	Cover Memo
LOCAL LAW 10- 2017 - notice to adjacent municipalities - PLL-N-2017	Cover Memo

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

September 7, 2017

ELISETE ACOSTA
INTERMEDIATE CLERK
VILLAGE OF MAMARONECK
VILLAGE HALL
PO BOX 369
MAMARONECK NY 10543

RE: VILLAGE of MAMARONECK, Local Law #10 2017, filed on AUG 28
2017

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

SEP 22 2017

VILLAGE ATTORNEY



Department
of State

LOCAL LAW 10 - 2017

A LOCAL LAW TO AMEND CHAPTER 342 OF THE CODE OF THE VILLAGE OF MAMARONECK (ZONING) REGARDING NOTICE TO ADJACENT MUNICIPALITIES.

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

Section 1.

Section 342-100 of the Code of the Village of Mamaroneck is amended as follows:

§ 342-100. Notice to adjacent municipality or other governmental agency.

Should state or county law require that notice be sent to an adjoining municipality or to any other governmental agency, the Village Clerk shall transmit a copy of the official notice of the public hearing thereon to the adjoining municipality or other governmental agency in the manner and within the time required by such state or county law.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Village of Mamaroneck, NY

Item Title: Minutes of the Board of Trustees Work Session and Regular Meeting from September 11, 2017

Item Summary: Minutes of the Board of Trustees Work Session and Regular Meeting from September 11, 2017

Fiscal Impact:

ATTACHMENTS:

Description

WS091117

BOT091117

Type

Cover Memo

Cover Memo

MINUTES OF A WORK SESSION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
HELD ON MONDAY, SEPTEMBER 11, 2017 AT 5:30 P.M. IN THE COURTROOM, MAMARONECK, NEW YORK

PRESENT:

Deputy Mayor
Trustees

Louis Santoro
Leon Potok
Keith W. Waitt (via Zoom)
Victor M. Tafur

Village Manager
Assistant Village Manager
Village Attorney

Robert Yamuder
Daniel Sarnoff
Robert Spolzino, Esq.
Edward Smith
Terry Grainger
Agostino A. Fusco
Gregory Cutler
Mary Shiffer

Clerk-Treasurer
Village Planner
Capital Project Management

ABSENT:

Mayor

Norman S. Rosenblum

OPEN MEETING

On motion of Trustee Santoro, seconded by Trustee Potok:

RESOLVED that the September 11, 2017 Board of Trustees Work Session be and is hereby open.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

DISCUSSION ITEMS

A. Fees for S-Doc

Discussed. Follow up at next work session.

On motion of Trustee Potok, seconded by Trustee Tafur:

RESOLVED that the Board of Trustees be and hereby convene to Advice of Council.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

On motion of Trustee Potok, seconded by Trustee Santoro:

RESOLVED that the Board of Trustees be and hereby convene Advice of Counsel and return to the open meeting.

Ayes:	Potok, Waitt, Tafur, Santoro
Nays:	None
Absent:	Rosenblum

Items Taken Out of Order

D. Industrial Area Zoning and GEIS Services (no attachment)

Discussed. Adding item to regular agenda, on for action at the September 11 regular meeting.

C. Comprehensive Plan Update (Sustainability Update, etc) (no attachment)

Discussed. Adding item to regular agenda, on for action at the September 11 regular meeting.

B. PLL-P 2017- Microbrewery Law

a. Version 3

b. Version 4

c. Version 5 (Trustee Tafur Comments)

d. Version 6 (Trustees Tafur & Waitt Comments)

Discussed. Reviewed different versions of the proposed law.

J. Donation to Marine Education Center

Discussed. On for action at the September 11 regular meeting.

I. NYSDOT Snow & Ice Agreement for 2017-18

Discussed. On for action at the September 11 regular meeting.

K. Auction of Village Vehicles and Equipment

Discussed. On for action at the September 11 regular meeting.

E. Zoning Map Amendment for 746 Mamaroneck Avenue

Discussed. On for action at the September 25 regular meeting.

F. Parking Payment Apps & Discussion. (Upgrading Multi-Space Parking Meters)-

Discussed. Mary Shiffer to send recommendations to the board.

On motion of Trustee Potok, seconded by Trustee Waitt:

RESOLVED that the Board of Trustees be and hereby adjourn the September 11, 2017 Board of Trustee work session at 7:25 p.m.

Ayes:	Potok, Waitt, Tafur, Santoro
Nays:	None
Absent:	Rosenblum

On motion of Trustee Potok, seconded by Trustee Tafur:

RESOLVED that the September 11, 2017 Board of Trustees Work Session be and is hereby open.

Ayes:	Potok, Waitt, Tafur, Santoro
Nays:	None
Absent:	Rosenblum

A. Fees for S-Doc

Already Heard

B. PLL-P 2017- Microbrewery Law

Already Heard

C. Comprehensive Plan Update (Sustainability Update, etc) (no attachment)

Already Heard

D. Industrial Area Zoning and GEIS Services (no attachment)

Already Heard

E. Zoning Map Amendment for 746 Mamaroneck Avenue

Already Heard

F. Parking Payment Apps & Discussion. (Upgrading Multi-Space Parking Meters)-

Mary Shiffer to attend.

Already Heard

G. Leaf Collection Program 2017 and Future Programmatic Objectives

Discussed. Come back to board with prices.

H. Stairs at 169 Mount Pleasant Avenue

Discussed.

I. NYSDOT Snow & Ice Agreement for 2017-18

Already Heard

K. Auction of Village Vehicles and Equipment

Already Heard

L. Wayfinding Signage Status

Discussed.

M. Private Sewer Lateral Program (no attachment)

Trustee Tafur recuses himself.

Discussed. Follow up on item at next work session.

N. Attendance at Volunteer Committees

Discussed. Follow up on item at next work session.

O. Escrow Law Update (no attachment)

Discussed. Village Attorney will review with Les Steinman and come back to the board with comments.

P. VM Project Update (no attachment)

Discussed.

ADJOURN

On motion of Trustee Potok, seconded by Trustee Waitt:

RESOLVED that the Board of Trustees be and hereby adjourn the September 11, 2017 Board of Trustee work session at 10:20 p.m.

PREPARED BY:

AGOSTINO A. FUSCO
CLERK TREASURER

RESPECTFULLY SUBMITTED BY:

AGOSTINO A. FUSCO
CLERK TREASURER

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK
HELD ON MONDAY, SEPTEMBER 11, 2017 AT 7:30 P.M. IN THE COURTROOM, MAMARONECK, NEW YORK

PRESENT:

Deputy Mayor
Trustees

Louis Santoro
Leon Potok
Keith W. Waitt (via Zoom)
Victor M. Tafur

Village Manager
Assistant Village Manager
Village Attorney
Clerk-Treasurer

Robert Yamuder
Daniel Sarnoff
Robert Spolzino, Esq.
Agostino A. Fusco

ABSENT:

Mayor

Norman S. Rosenblum

OPEN MEETING

On motion of Trustee Santoro, seconded by Trustee Potok:

RESOLVED that the September 11, 2017 Board of Trustees Regular Meeting be and is hereby open.

Ayes: Potok, Waitt, Tafur, Santoro Rosenblum
Nays: None
Absent: Rosenblum

PRESENTATIONS

At Home on the Sound - Leslie Molioff, Vice President of Development. At Home on the Sound provides programs, transportation and services to our members, age 60 years and up, so they can remain in their own homes and live independent, engaged and active lives in the Sound Shore communities of Larchmont and Mamaroneck.

Special Thank You to the Village of Mamaroneck Fire Department for its Quick Response and Action Responding to a Student Trapped Under a Vehicle at Mamaroneck High School

COMMUNICATION TO THE BOARD

Stuart Tiekert, 130 Beach Ave

- Mr. Tiekert expressed his concerns with the building department and the work being done at 1017 Grove Street.
- In addition Mr. Tiekert wanted to know if the action minutes policy had been adopted.

Trustee Waitt informed Mr. Tiekert that he reviewed how the board intended for minutes to proceed going forward.

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PUBLIC HEARINGS

A. Public Hearing on PLL O-2017 - Amending Village Code Chapter 36 (Ethics) to Provide for Defense of Village Officials/Volunteer Board Members in Administrative Proceedings

On motion of Trustee Potok, seconded by Trustee Santoro Public Hearing on PLL O-2017 is hereby open.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

Village Attorney Robert Spolzino reviewed the background of the law.

Comments from the Public

Mr. Tiekert was curious if Administrative proceedings is a legal term.

Village Attorney responded yes, it is a legal term.

Mr. Tiekert believes this law should not be adopted. This could open up taxpayers to significant fees and would be a reduction in the importance that the trustees act ethically during board meetings.

Andres Bermudez Hallström, 650 Halstead Ave.

Mr. Bermudez Hallström believes that everyone has the right to have council in a court of law.

All elected officials should have a right to an attorney, this law will provide sure council if needed. This protects all of them from malicious ethics complaints that are meant to harass the volunteer in question. Such counsel should be provided.

Trustee Potok stated that it is the board's intention to improve upon the law after it is passed.

On motion of Trustee Potok, seconded by Trustee Santoro the public hearing of Public Law O is now closed.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

**A PROPOSED LOCAL LAW TO AMEND CHAPTER 36 OF THE CODE OF
THE VILLAGE OF MAMARONECK (INDEMNIFICATION AND DEFENSE)
WITH RESPECT TO THE DEFENSE OF CERTAIN VILLAGE EMPLOYEES IN
ADMINISTRATIVE PROCEEDINGS**

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

Section 1.

Section 36-3 of the Code of the Village of Mamaroneck is amended as follows:

§ 36-3 Obligation of village to provide for defense.

Upon compliance by the employee with the provisions of § 36-7, the village shall provide for the defense of the employee in any civil action or proceeding in any state or federal court, arising out of any alleged act or omission which occurred, or is alleged in the complaint to have occurred, while the employee was acting within the scope of his/her public employment or duties or which is brought to enforce a provision of § 1981 or 1983 of Title 42 of the United States Code, as the same may, from time to time, be amended. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the Village of Mamaroneck. If the employee is an elected official, an appointed volunteer member of a board or agency of the village or an appointee of the Board of Trustees, the village will also provide for the defense of the employee in any proceeding before any administrative body which has the authority to impose sanctions or penalties upon the employee, including any administrative body of the Village of Mamaroneck, except where the administrative proceeding is brought by or on behalf of the Village of Mamaroneck at the direction of the Board of Trustees, the Village Manager or, in the case of a compensated employee, the employee's appointing authority.

Section 2.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 3.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 4.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27 and shall apply to all actions or proceedings pending upon its effective date or thereafter.

On motion of Trustee Potok, seconded by Trustee Waitt.

Ayes: Potok, Waitt, Tafur

Nays: None

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Abstain: Santoro
Absent: Rosenblum

B. Public Hearing on PLL-P - Microbrewery Legislation Version 3

Public Hearing not opened.

C. Public Hearing on PLL-P - Microbrewery Legislation Version 4

On motion of Trustee Potok, seconded by Trustee Santoro Public Hearing on PLL P-2017 is hereby open.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

Mr. Tiekert would like to know when version 4 of the law was proposed and adopted?

Trustee Potok stated it was during a special meeting on August 24, it was motioned by Mayor Rosenblum and seconded by Trustee Potok.

Trustee Potok motions to amend Microbrewery Legislation Version 4 Version 4 to Version 5. Village Attorney Robert Spolzino reviews changes to the proposed local law.

No substantive changes from Version 4 to Version 5 of this law. The changes are the definition of the brewpub is now a restaurant, brewpub to be more consistent with the definitions within code. The definition of distillery has been deleted, the quantity limitations on production which was in the substances part of the law has been moved to the production part of the law. The definition of tasting room and nanobrewery have been modified but not substantively. Additional limitations are now in a substantive new section, 242.7.1, with no additional changes.

During the work session the Board decided to remove section A from 347.1 which would have made a substantive change to the law.

Version 5 is substantively identical to version 4 with those few changes. The board is voting to substitute version 5 for version 4 with those changes and move forward with version 5 of the law.

Trustee Waitt seconds the motion.

Mr. Tiekert returned to the podium to review New York state procedures for adopting of local laws. No such law can pass until it is in its final form for 7 calendars.

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Andres Bermudez Hallström returned to the podium. Is the 200 foot from school rule the same as the beverage control act?

The board answered that they have removed that from the law.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

On motion of Trustee Potok Motion, seconded by Trustee Tafur to adjourning the Public Hearing to October 10.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

On motion of Trustee Potok Motion, seconded by Trustee Tafur to referral version 5 of PLL-P 2017 to HCZMC, and long form EAF.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

D. Public Hearing on PPL-Q - Clarifying Village Code on Member Clubs and Uses in the MR Zone

Village Attorney Robert Spolzino reviewed the law.

On motion of Trustee Potok Motion, seconded by Trustee Tafur to open the Public Hearing.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

No comments from the public.

On motion of Trustee Potok Motion, seconded by Trustee Waitt to adjourning the Public Hearing to October 10 and refer the most recent version of the law to the land use boards.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

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E. Public Hearing on PLL R-2017 to Amend Chapters 9 (Board of Trustees), 76 (Village Manager) and 78 (Village Attorney) of the Code of the Village of Mamaroneck with respect to the powers of the Mayor, Board of Trustees and Village Manager

On motion of Trustee Potok Motion, seconded by Trustee Waitt to open the Public Hearing.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

Village Attorney Robert Spolzino reviewed the changes to the code that this law makes.

Mr. Tiekert highlights that in the changes that in the all boards and committees are mentioned except the Tree Committee.

Andres Bermudez Hallström brings up his concerns that the filling of vacancies needs a full board vote, for example the Village Prosecutor. If there is no Village Prosecutor then all local cases will be dismissed due to the fact that the Westchester County DA's office doesn't prosecute local cases. For a lot of these offices you do need to have the power to appoint someone quickly without having a 3-2 vote by the board.

Dan Natchez it seems that the board has been able to get together more this year than ever before with the addition of many special meetings.

Mr. Bermudez Hallström returns to the podium to remind the board how one absence can create a 2-2 dead lock. A violation must be heard within 30 days of receiving the notification if there is no Prosecutor the judge will have no problem dismissing the case.

On motion of Trustee Potok Motion, seconded by Trustee Waitt to close the Public Hearing.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

LOCAL LAW 12-2017

A LOCAL LAW TO AMEND CHAPTERS 9 (BOARD OF TRUSTEES),

**76 (VILLAGE MANAGER) AND 78 (VILLAGE ATTORNEY) OF THE CODE OF THE
VILLAGE OF MAMARONECK WITH RESPECT TO THE POWERS OF THE MAYOR,
BOARD OF TRUSTEES AND VILLAGE MANAGER**

BE IT ENACTED by the Board of Trustees of the Village of Mamaroneck as follows:

Section 1.

Article III of Chapter 9 Section of the Code of the Village of Mamaroneck is amended as follows:

Article III Authority of Mayor and Board of Trustees

§ 9-5 Authority of the Mayor.

The Mayor shall have all of the authority granted to and duties imposed upon the Mayor by section 4-400 of the Village Law of the State of New York and section 5711-q of the Unconsolidated Laws of the State of New York, except

A. The authority to appoint

- (1) the members and chairperson of the Board of Architectural Review and fill vacancies on that Board, which is given to the Board of Trustees by Village Code § 6-4;
- (2) the members of the Arts Council and fill vacancies on that Council, which is given to the Board of Trustees by Village Code § 7-5;
- (3) the members and chairperson of the Committee for the Environment and fill vacancies on that committee, which is given to the Board of Trustees by Village Code § 20-1;
- (4) the members of the Ethics Board and fill vacancies on that Board, which is given to the Board of Trustees by Village Code § 21-7;
- (5) the members and chairperson of the Planning Board and fill vacancies on that Board, which is given to the Board of Trustees by Village Code § 58-1;
- (6) the members and chairperson of the Board of Traffic Commissioners, which is given to the Board of Trustees by Village Code § 72-1;
- (7) the Village Manager, Village Clerk, Village Treasurer and police officers, which is given to the Board of Trustees by Village Code § 76-1(A);
- (8) the members of boards, commissions, councils or committees created by the Board of Trustees and fill vacancies on those boards, commissions, councils or committees, which is given to the Board of Trustees by Village Code § 76-3;
- (9) the Village Attorney and fill vacancies in that office, which is given to the Board of Trustees by Village Code § 78-4;
- (10) the members of the Landmarks Advisory Committee, which is given to the Board of Trustees by Village Code § 218-3;

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- (11) the members of the Coastal Zone Management Commission and fill vacancies on that commission, which is given to the Board of Trustees by Village Code § 240-35;
 - (12) the members and chairperson of the Zoning Board of Appeals and fill vacancies on that Board, which is given to the Board of Trustees by Village Code § 342-88;
 - (13) the clerk of the court, upon the consent of the village justice or justices, which is an administrative and executive power given to the Village Manager by Village Code § 76-1(A);
- B. The authority to supervise the Village Clerk, Village Treasurer and Chief of Police, which is an administrative and executive power given to the Village Manager by Village Code § 76-1(A); and
- C. The authority to exercise the following powers, each of which is an administrative and executive power given to the Village Manager by Village Code § 76-1(A):
- (1) to institute, at the direction of the Board of Trustees, all civil actions in the corporate name of the Village;
 - (2) to intervene in any and all actions, at the direction of the Board of Trustees where deemed necessary to protect the rights of the village and its inhabitants;
 - (3) to provide for the enforcement of all laws, local laws, rules and regulations and to cause all violations thereof to be prosecuted;
 - (4) to execute all contracts in the name of the village;
 - (5) to sign checks in the absence of the treasurer or deputy treasurer when authorized by the Board of Trustees;
 - (6) to cause all claims to be thoroughly investigated and issue subpoenas to compel the attendance of the claimant; and
 - (7) to issue all licenses as the “licensing officer” of the Village.

§ 9-6 Authority of the Board of Trustees.

The Board of Trustees shall have all of the authority granted to it and duties imposed upon it by section 4-412 of the Village Law of the State of New York and the Village Code, including the authority to appoint

- A. the members and chairperson of the Board of Architectural Review and fill vacancies on that Board, as provided by Village Code § 6-4;
- B. the members of the Arts Council and fill vacancies on that council, as provided by Village Code § 7-5;
- C. the members and chairperson of the Committee for the Environment and fill vacancies on that committee, as provided by Village Code § 20-1;

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- D. the members of the Ethics Board and fill vacancies on that Board, as provided by Village Code § 21-7;
- E. the members and chairperson of the Planning Board and fill vacancies on that board, as provided by Village Code § 58-1;
- F. the members and chairperson of the Board of Traffic Commissioners, as provided by Village Code § 72-1;
- G. the Village Manager, Village Clerk, Village Treasurer and police officers, as provided by Village Code § 76-1(A);
- H. the members of boards, commissions, councils or committees created by the Board of Trustees and fill vacancies on those boards, commissions, councils or committees, as provided by Village Code § 76-3;
- I. the Village Attorney and fill vacancies in that office, as provided by Village Code § 78-4;
- J. the Village Prosecutor and fill vacancies in that position, as provided by Village Code § 78-7;
- K. the members of the Landmarks Advisory Committee, as provided by Village Code § 218-3;
- L. the members of the Coastal Zone Management Commission and fill vacancies on that commission, as provided by Village Code § 240-35; and
- M. the members and chairperson of the Zoning Board of Appeals and fill vacancies on that board, as provided by Village Code § 342-88.

Section 2.

Section 76-1(A) of the Code of the Village of Mamaroneck is amended as follows:

- A. The administrative and executive powers of the Village, including the power of appointment of officers and employees, except the Village Clerk, the Village Attorney and Treasurer and, in the County of Westchester, officers and members of the Police Department, where such a department has been established pursuant to law, are vested in an official to be known as the "Village Manager," who shall be appointed by the Board of Trustees and shall hold office during the pleasure of such Board. He shall receive such compensation as shall be fixed by the Board of Trustees. Notwithstanding any other provisions of law, the Board of Trustees may also appoint the Village Manager to the office of Village Clerk, to serve in such office at the discretion of such Board. Superseding, to the extent necessary, the provisions of section 4402 of the Village Law of the State of New York and section 5711-q of the Unconsolidated Laws of the State of New York, the administrative and executive powers of the Village shall include the power to supervise the Village Clerk, Village Treasurer and Chief of Police, each of whom shall report to the Village Manager, each of whom shall be subject to the direction and control of the Village Manager.

Section 3.

Chapter 78 of the Code of the Village of Mamaroneck is amended by adding a new section, designated § 78-7, as follows:

§ 78-7 Appointment of Village Prosecutor.

The Village Prosecutor shall be appointed by the Board of Trustees. Such appointment shall be for a term of one year and shall be made annually at the Board's annual organizational meeting. Any vacancy shall be filled by the Board of Trustees and such appointee shall serve until the next annual organizational meeting.

Section 4.

If any section, subsection, clause, phrase or other portion of this local law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, the portion of the law declared to be invalid will be deemed a separate, distinct and independent portion and the declaration will not affect the validity of the remaining portions hereof, which will continue in full force and effect.

Section 5.

This law is adopted pursuant to the authority granted by Municipal Home Rule Law § 10(1)(e)(3) and will supersede the provisions of the Village Law to the extent that they are inconsistent with this local law.

Section 6.

This local law will take effect immediately upon its filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27 and shall apply to all actions or proceedings pending upon its effective date or thereafter.

On motion of Trustee Potok, seconded by Trustee Waitt.

Ayes: Potok, Waitt, Tafur

Nays: Santoro

Absent: Rosenblum

AUDIT OF BILLS

A. Abstract of Audited Vouchers

On motion of Trustee Potok, seconded by Trustee Waitt.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

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Mr. Tiekert returned to podium with a few questions on the audit.

- Dunkin Parking Technologies
 - Domes for the Parking meters
- Johnny Erskine Exterminator
 - Pest control for the Fireman's Carnival
- Ridgeway Garden Center

- Bamboo Marshmallow Sticks
 - Used at assorted Rec Events
- Robert Galvin
- McCarthy Fingar

Board wants to remind the staff that they are looking to combine the communication bills to consolidate.

On motion of Trustee Potok, seconded by Trustee Tafur.

Ayes: Potok, Waite, Tafur, Santoro

Nays: None

Absent: Rosenblum

OLD BUSINESS

A. None

NEW BUSINESS

Item Taken Out of Order

E. Resolution Authorization to Execute A Lease Agreement With Larchmont-Mamaroneck Community Television (LMC-TV) To Lease Village Owned Property

Jeff Meighan, President of the Board for LMC-TV presented on how this would be a better location and opportunity for LMC-TV.

The board decided to wait to vote until they review differences in leases and they hear back from LMC-TV's Board of Control.

Item held over to next Board of Trustees Meeting on September 25, 2017.

A. Resolution Authorizing the Sale of Surplus Vehicles and Equipment

RESOLUTION:

AUTHORIZING THE SALE OF SURPLUS VEHICLES AND EQUIPMENT

WHEREAS, certain Village Vehicles and equipment have been recommended to be declared as surplus or they have exceeded their useful life and purpose; and

WHEREAS, the Village is desirous of selling these vehicles and equipment at public auction, which in the past has been through Auctions International; and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Mamaroneck hereby declares the following as surplus Village property and equipment and authorizes the disposal of the following vehicles and equipment by public sale:

YEAR/MAKE	VEHICLE ID #	MILEAGE	ASSIGNED TO	DISPOSITION
2004 Ford	2FAAP71W14X140606		PD	Auction
1985 Boston Whaler	BWC5825AM821		Recreation	Auction
2003 Mack	1M2P296CX3M066210		DPW	Auction
1999 Mack Tractor	1M1P267Y8XM045908		DPW	Auction

BE IT FURTHER RESOLVED that the disposal of these vehicles is authorized in compliance with the requirements of law, and the Village Manager and all appropriate officials are authorized to take the actions necessary to dispose of these vehicles and equipment.

On motion of Trustee Potok, seconded by Trustee Tafur.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

B. Resolution Authorizing Acceptance of Marine Center Donations

RESOLUTION RE:

ACCEPTING DONATIONS FOR THE MARINE EDUCATION CENTER AT HARBOR ISLAND PARK

WHEREAS, the Marine Education Center educates residents and celebrates the important environmental, cultural, and historical significance of the Mamaroneck Harbor, Long Island Sound; and

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WHEREAS, the success of the Center is attributable to the volunteers who spent numerous hours participating in the design of the facility as well as the day to day operations and the generous residents who donated funds to ensure its prosperity; and

WHEREAS, over the years, the Village has received donations to the center from generous residents; and

WHEREAS, Daniel Rubock & Amy Hersh have generously donated \$200 to the Marine Education Center and consistent with Village Policy, it is necessary to accept these donation and recognize their generosity to the community; now therefore be it

On motion of Trustee Potok, seconded by Trustee Waitt.

RESOLVED, that the Village Board herein accepts a gift of \$200 from Daniel Rubock and Amy Hersh for the Marine Education Center; and be it further

RESOLVED, that the Village Manager and Clerk-Treasurer are authorized to deposit these funds in the Trust & Agency Account established for the Marne Education Center; and be it further

RESOLVED, that the Village Board of Trustees herein thanks these Mr. Rubock and Ms. Hersh for their generosity to the community and support of this valuable Village asset.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

C. Resolution Authorizing NYSDOT Snow & Ice Agreement for 2017-18

RESOLUTION RE:

**NEW YORK STATE INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT EXTENSION
FOR 2017/2018**

WHEREAS, pursuant to Section 12 of the New York State Highway Law, the maintenance of State highways includes control over snow and ice removal authorized by the New York State Department of Transportation (NYSDOT), in order to make these roads safe and passable; and

WHEREAS, there are 11.9 lane miles of New York State-owned roads located within the Village of Mamaroneck; and

WHEREAS, the snow and ice control on these State roads may be done by the host municipality, pursuant to an agreement entered into by the municipality and the NYSDOT; and

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WHEREAS, the State of New York, in the interest of public safety, has historically contracted with the Village for snow and ice removal services on these roads, the most current expired as of June 30, 2017; and

WHEREAS, the extension is proposed to commence on July 1, 2017 and terminate June 30, 2018 with the estimated index lump sum expenditure of \$19,373.20; now therefore be it

On motion of Trustee Tafur, seconded by Trustee Potok.

RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to execute the New York State Index Lump Sum Municipal Snow and Ice Extension Agreement for Seasons 2017/18, between the Village of Mamaroneck and the New York State Department of Transportation for snow and ice removal services, in substantially the same form as attached hereto; and be it further

RESOLVED, that the Village Manager is, herein, authorized to undertake all administrative acts required pursuant to the terms of the Agreements including the execution of any amendments to the above cited extension.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

D. Resolution Authorization of Road Closures to Hold the Annual Inspection of the Village Of Mamaroneck Fire Department

RESOLUTION RE:

AUTHORIZATION OF ROAD CLOSURES TO HOLD THE ANNUAL INSPECTION OF THE VILLAGE OF MAMARONECK FIRE DEPARTMENT

WHEREAS, pursuant to Village Law §10-1000(6), municipal Fire Departments are authorized to provide for annual inspection of their personnel and apparatus; and

WHEREAS, the Village of Mamaroneck has scheduled their annual department inspection to be held on Wednesday, October 4, 2017 to allow for the staging of the apparatus for review and inspection on a portion of Mamaroneck Avenue and Palmer Avenue in the vicinity of the Fire Headquarters Building located at 146 Palmer Avenue; now therefore be it

On motion of Trustee Potok, seconded by Trustee Waitt.

RESOLVED, that the Village Board of Trustees herein authorizes the closure of Mamaroneck Avenue between Palmer Avenue and Prospect Avenue and a closure on Palmer

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Avenue between Mount Pleasant Avenue and Mamaroneck Avenue on Wednesday, October 4, 2017 from 5:30 pm – 7:45 pm.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

E. Resolution Authorization to Execute A Lease Agreement With Larchmont-Mamaroneck Community Television (LMC-TV) To Lease Village Owned Property

Already Heard

F. Resolution Approval Of Consent Order For Dismissal Of Defendant Village Of Mamaroneck As It Relates To Connecticut Fund For The Environment, Inc., D/B/A/ Save The Sound, Soundkeeper Inc., And Atlantic Clam Farms Of Connecticut Inc., Vs. Westchester County Et Al.

APPROVAL OF CONSENT ORDER FOR DISMISSAL OF DEFENDANT VILLAGE OF MAMARONECK AS IT RELATES TO CONNECTICUT FUND FOR THE ENVIRONMENT, INC., D/B/A/ SAVE THE SOUND, SOUNDKEEPER INC., AND ATLANTIC CLAM FARMS OF CONNECTICUT INC., vs. WESTCHESTER COUNTY et al.

RESOLVED, that the Village of Mamaroneck Board of Trustees herein authorizes the Consent Order for Dismissal as it relates to Connecticut Fund for the Environment, Inc., d/b/a Save the Sound, Soundkeeper, Inc., and Atlantic Clam Farms of Connecticut, Inc. (collectively, "Plaintiffs"), and defendant Village of Mamaroneck; and be it further

RESOLVED, that the appropriate Village officials are authorized to execute such Consent Order and take such other and further administrative acts as may be necessary to effectuate the terms of the Order

On motion of Trustee Potok, seconded by Trustee Waitt.

Ayes: Potok, Waitt, Santoro

Nays: None

Abstain: Tafur

Absent: Rosenblum

G. ADDITION OF AGENDA ITEM 4H

9/11/2017

RESOLUTION RE:

ADDITION OF AGENDA ITEMS 4H

WHEREAS, in accordance with the BOT Rules of Procedure, any item or items added to the agenda after the agenda was prepared, finalized and posted on the Village's website requires a vote.

RESOLVED that Agenda Item 4H Resolution Authorizing the Village Manager to execute agreement with Harriman and Chazman to fulfill the industrial area rezoning GEIS as described in their RFP be and is hereby added to the Board of Trustees Regular Meeting Agenda of September 11, 2017.

On motion of Trustee Potok, seconded by Trustee Tafur.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

H. RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH HARRIMAN AND CHAZMAN TO FULFILL THE INDUSTRIAL AREA REZONING GEIS AS DESCRIBED IN THEIR RFP

RESOLUTION RE:

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH HARRIMAN AND CHAZMAN TO FULFILL THE INDUSTRIAL AREA REZONING GEIS AS DESCRIBED IN THEIR RFP

RESOLVED that the Board of Trustees authorizes the Village Manager to execute agreement with Harriman and Chazman to fulfill the industrial area rezoning GEIS as described in their RFP.

On motion of Trustee Potok, seconded by Trustee Tafur.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

I. ADDITION OF AGENDA ITEMS 4J

RESOLUTION RE:

ADDITION OF AGENDA ITEMS 4J

WHEREAS, in accordance with the BOT Rules of Procedure, any item or items added to the agenda after the agenda was prepared, finalized and posted on the Village's website requires a vote.

RESOLVED that Agenda Item 4J Resolution Authorizing the Village Manager to execute agreement with NV5 consistent with the RFP that was issued in regard to the comprehensive plan update and zoning analysis be and is hereby added to the Board of Trustees Regular Meeting Agenda of September 11, 2017.

On motion of Trustee Potok, seconded by Trustee Tafur.

Ayes: Potok, Waitt, Tafur, Santoro

Nays: None

Absent: Rosenblum

J. RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH NV5 CONSISTENT WITH THE RFP THAT WAS ISSUED IN REGARD TO THE COMPREHENSIVE PLAN UPDATE AND ZONING ANALYSIS

RESOLUTION RE:

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH NV5 CONSISTENT WITH THE RFP THAT WAS ISSUED IN REGARD TO THE COMPREHENSIVE PLAN UPDATE AND ZONING ANALYSIS

RESOLVED that the Board of Trustees authorizes the Village Manager to execute agreement with NV5 consistent with the RFP that was issued in regard to the comprehensive plan update and zoning analysis.

On motion of Trustee Potok, seconded by Trustee Waitt.

Ayes: Potok, Waitt, Tafur, Santoro

BOT REGULAR MEETING
9/11/2017

Nays: None
Absent: Rosenblum

K. ADDITION OF AGENDA ITEMS 4L

RESOLUTION RE:

ADDITION OF AGENDA ITEMS 4L

WHEREAS, in accordance with the BOT Rules of Procedure, any item or items added to the agenda after the agenda was prepared, finalized and posted on the Village's website requires a vote.

RESOLVED that Agenda Item 4L Resolution Scheduling a Public Hearing on PLL K / M / N-2017 is hereby added to the Board of Trustees Regular Meeting Agenda of September 11, 2017.

On motion of Trustee Tafur, seconded by Trustee Potok.

Ayes: Potok, Waitt, Tafur, Santoro
Nays: None
Absent: Rosenblum

L. RESOLUTION SCHEDULING A PUBLIC HEARING ON PLL K / M / N-2017

RESOLUTION RE:

RESOLUTION SCHEDULING A PUBLIC HEARING ON PLL K / M / N-2017

RESOLVED, that a Public Hearing on Proposed Local Laws PLL K / M / N-2017 be and is hereby scheduled for October 10, 2017 at 7:30 p.m. at the municipal building located at 169 Mount Pleasant Avenue, Mamaroneck, New York.

BE IT FURTHER RESOLVED, that the Board of Trustees refers the Proposed Local Laws together with an EAF and CAF to the Harbor and Coastal Zone Management Commission for a recommendation on consistency with the LWRP for review and recommendation.

BE IT FURTHER RESOLVED, that pursuant to Section 342-99 of the Village Code, notice of the hearing shall be provided by 1. published legal notice in the official newspaper, 2. publication on the Village website, 3. circulation of notice by Village News e-mail notification, and 4. by posting prominently in six (6) conspicuous locations in the Village.

BOT REGULAR MEETING

9/11/2017

On motion of Trustee Potok, seconded by Trustee Tafur.

Ayes: Potok, Waite, Tafur, Santoro

Nays: None

Absent: Rosenblum

COMMUNICATION TO THE BOARD II

A resident thanked Trustee Tafur for insisting more information for Public Law P, while it might be more work for the staff it will be worth it in the long run.

Mr. Tiekert wants to reiterate his points on the dirty water in the Village. The MS4 reports that are uploaded on the website are still incorrect. He is hoping that there is a correction made in the near future. Mr. Tiekert was also surprised to hear that LMC-TV knew that the board was in support on this lease, while the public is left in the dark.

REPORT FROM VILLAGE MANAGER

None

REPORT FROM CLERK-TREASURER

None

REPORT FROM VILLAGE ATTORNEY

None

MINUTES - COMMISSIONS, BOARDS, COMMITTEES

Minutes of the Board of Trustees Work Session, Regular Meeting and Special Meetings from August 14, 24 & 28.

ADJOURN

On motion of Trustee Potok, seconded by Trustee Waite:

RESOLVED that the Board of Trustees be and hereby adjourn the September 11, 2017 Board of Trustee regular meeting at 9:35 p.m.

PREPARED BY:

AGOSTINO A. FUSCO
CLERK TREASURER

RESPECTFULLY SUBMITTED BY:

AGOSTINO A. FUSCO
CLERK TREASURER

Village of Mamaroneck, NY

Item Minutes of the Harbor Coastal Zone Management Commission from December 16, 2016;
Title: January 18, 2017; February 15, 2017 and March 15, 2017.

Item Minutes of the Harbor Coastal Zone Management Commission from December 16, 2016,
Summary: January 18, 2017, February 15, 2017 and March 15, 2017.

Fiscal
Impact:

ATTACHMENTS:

Description

Type

12 16 2016 HCZMC MINUTES final
01 18 2017 HCZMC Minutes final
02 15 2017 HCZMC MINUTES final
03 15 2017 HCZMC MINUTES final

Cover Memo
Cover Memo
Cover Memo
Cover Memo

APPROVED
VILLAGE OF MAMARONECK
HARBOR AND COASTAL ZONE MANAGEMENT COMMISSION MEETING MINUTES
DECEMBER 21, 2016 – 7:30 PM
COURT ROOM- 169 MT. PLEASANT AVENUE

APPROVED

PRESENT:

Chairperson: Cindy Goldstein
Commissioners: Clark Neuringer
Pam Michels
Brian Glattstein
Kevin LaFollette
Jennifer Bienstock Cohen

Also Present: Lester Steinman, Land Use Counsel
Hugh Greechan, Engineer
Sven Hoeger, Environmental Consultant
Bob Galvin, Planning Consulting

Absent: Doreen Roney

1. OPEN MEETING

Chair Goldstein opened the meeting at 7:29 pm.

A. ANNUAL ORGANIZATION:

Chair Goldstein recognized the re appointment of Commissioner Pam Michels and newly appointed Commissioner Jennifer Bienstock Cohen, past Zoning Board of Appeals Member.

Nomination and Election of a Chair and Vice-Chair.

Chair Goldstein expressed interest in continuing her work as Chair of The Commission.

Mr. Neuringer commended Chair Goldstein on her work on the many applications, the revision of the Harbor Management Plan, Chapter 240 as well as updating the LWRP. He felt this Commission is strong and well organized due to the work of this Chair.

Mr. Glattstein agreed and added the work done by this Chair will have substantial effects on the Village for many years to come.

Motion by Mr. Neuringer to nominate Cindy Goldstein for another term as Chair; seconded by Mr. Glattstein

Vote:

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Mr. LaFollette, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	Ms. Roney

Ms. Goldstein thanked the Commission and added all that was accomplished was due to the hard work and attention to detail by the members of this Commission.

Ms. Goldstein had noted that Alice Pernick was the previous Vice Chair of the Commission and thanked her for her service. Ms. Goldstein nominated Brian Glattstein as Vice Chair.

Motion by Ms. Goldstein to nominate Brian Glattstein as Vice Chair; seconded by Mr. Neuringer

Vote:

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Mr. LaFollette, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	Ms. Roney

2. OLD BUSINESS

A. MAMARONECK BEACH & YACHT CLUB - STATUS UPDATE

Mr. Steinman advised the Commission that there is no new information regarding this application. The Planning Board is awaiting the submission of the Final Supplemental Environmental Impact Statement from the Applicant.

3. NEW BUSINESS

A. 805, 817- 819 MAMARONECK AVENUE - SITE PLAN

Preliminary Discussion of a Site plan for redevelopment/new construction of retail shops along Mamaroneck Avenue. The proposal seeks to combine two sites: the first site (2.23 acres) contains a vacant 25,377 square foot retail building, previously occupied by A&P supermarket. The second site (0.113 acres) contains a vacant three story residential apartment building. The new building will consist of five single story retail units totaling approximately 11,975 square feet in floor area in the C-1 district. Applicant received a variance from the Board of Appeals requiring 125 parking spaces for this site, on November 3, 2016.

Messrs. Paul Noto and Andrew Spatz Attorneys for the Applicant, Joe Riina, Engineer for the Applicant and Marc Neuman, Project Manager appeared.

Ms. Bienstock Cohen recused herself from review of this application as she sat with the ZBA during the recent approval of variances. She then sat in the audience.

Mr. Noto reviewed the history of this site. There was a rough rendering of the site. He noted that this is in the TOD zone, but not a TOD project. The Planning Board just re-noticed a circulation for Lead Agent to include the ZBA. He added that a review memo from Sven Hoeger was received as well as an email from Sue McCrory and a letter from the NYS DEC. He expected Mr. Gray would respond to the letter from Ms. McCrory, as he is the Flood Plain Manager.

Mr. Neuringer began that although this is scheduled for Preliminary review, there is a significant amount of information missing. He expects that all documents would be in place when appearing before the Commission for Consistency. He felt the status of the property is in question as there are still two parcels and it is the intent to combine them, as the survey presented shows one parcel. Mr. Noto confirmed that there are still two parcels and yes they will be combined into one. This will be done once the site plan approval has been granted, and it would be a condition of approval. Mr. Neuringer felt there was a mistake made in not circulating the Lead Agency Intent to the ZBA and also not circulating it to the HCZMC. It was noted that the Notice of Intent was sent to Ms. Goldstein. Ms. Goldstein stated that notifications should go to the entire Commission, not just the Chair. In response to questions from Commission members, Mr. Steinman clarified how the SEQRA process had proceeded in this matter to date.

When questioned, Mr. Noto stated that the Commission is looking at the entire project, not just the new building. They did not submit information on the work being done inside the former A&P building. Nothing on the exterior is being changed, other than signage. Mr. Neuringer stated that it is an issue that no information on the work to the existing building has been sent to them and building permits have been issued and work has begun. This building is in a flood plain and below base flood elevation. That is a concern. They have received nothing that states this or how this is going to be dealt with. Mr. Neuringer has an expectation to receive information on why the applicant believes that they are exempt from the laws concerning building below base flood elevation.

Mr. Riina reviewed the plans for both the existing and new building on the two parcels to be merged. Mr. Riina stated that they are increasing the amount of impervious surface by 4% but increasing the amount of landscaping in the parking area by 2%. Ms. Goldstein asked if they are looking at pervious pavers. Mr. Riina stated that there will be significant areas of pervious pavers. As far as storm water is concerned, they will be collecting storm water from the new building and the existing parking lot by subsurface infiltrators, theoretically sized for a 100-year storm. Mr. Neuringer asked Mr. Riina to explain how they are increasing the impervious surface by 4% but decreasing the number of parking spaces by 120. Mr. Riina stated that the amount of impervious surface in the parking area is being decreased by 2%. There are some areas that are open now that will be covered. Mr. Riina described the infiltration system that will be implemented. They are also investigating green infrastructure practices as well to capture and treat storm water. The parking lot will be resurfaced and the contours may be changed minimally. Even though the first floor of the existing building is below base flood elevation, the interior renovations will be done in accordance with Chapter 186. The mechanicals would comply with Chapter 186 as well. Reference was made to a proposed Army Corps project for the area but the implementation of that project was not assumed or accounted for in the development of the applicant's stormwater management plan.

Mr. Marc Newman appeared to review the architecture of the proposed new building. Ms. Goldstein asked about the flood proofing measures in both buildings. Mr. Riina stated that has not yet been finalized. Mr. Glattstein agrees with what Mr. Neuringer said at the start of this hearing, that he would like to see the plans for the entire project, not just the new building. He would like to see an analysis done as a whole for storm water quantity and quality. Mr. Riina noted an existing condition in where the parking lot slopes to the corner where

there is an existing drain that flows directly out to the river. Mr. Glattstein would like to see water quality happen in that area. Mr. Neuringer stated that during a flood event, all the water in the area would mix and go into the River. Mr. Riina noted that what he has shown is for normal rain conditions.

Mr. Neuringer asked about an overflow on the infiltrators and where that water will go. Mr. Riina stated that it would go into the storm water system and into the river. Ms. Goldstein asked where the water from the roof on the existing building would go. Mr. Riina stated that it now goes onto the ground and into the river. Changing that is something that they are looking at including the implementation of water quality measures. As far as the water going into the infiltrators, there will be further purification done before the water gets to the infiltrators. Ms. Goldstein expressed concern about disturbance of the river during construction and asked that the applicant address the measures taken during the interior construction phase so that nothing goes into the river.

Ms. Goldstein asked for documentation of the flood history for the site. Mr. Galvin advised that such information was not maintained by the Village. Mr. Neuringer asked about impacts to the aquifer. Mr. Riina described the pretreatment plan in conjunction with the infiltration system. The property is above the groundwater table which will provide additional purification of the stormwater.

Ms. Goldstein noted that she believes that this project is adjacent to a federal wetland and the boundaries of this are not delineated. Mr. Noto does not believe that is true. Ms. Goldstein asked that this issue be addressed. Mr. Neuringer asked if the applicant has any knowledge of toxins in the river at this site and is a Phase I being done on this site. Mr. Noto stated that a Phase I would be done on the entire site. Mr. Hoeger would like the question of if any pollutants would wash into the river during a flood event be answered. Ms. Goldstein noted that there is a disconnect between the information in the CAF, the EAF and the Planning Board application. These differences need to be addressed. The Commission would like to see where the test pit holes were drilled. Ms. Goldstein asked if the tests could be done again as the test were done in the spring after a very dry winter and the depth to the water table could change depending on the weather. Mr. Riina stated that they are not planning to do additional testing. Groundwater is one indicator of depth but there are other factors in the soil that show a fluctuation in the groundwater table.

Mr. Neuringer noted that the Commission would expect the applicant to demonstrate how they will deal with the portion of the existing building that is in the floodway. Mr. Noto stated that they are not dealing with the existing building at all. Ms. Goldstein asked if half of the sewer pipes in the TOD area have been slip lined, as the Village stated would happen. Mr. Galvin stated that 34% of the pipes in the Village have been completed, and a lot has been done in the Washingtonville area. Mr. Galvin will provide a more precise response to this question to the Commission. Ms. Michels asked about the rate of water that will be going into the sewer. Mr. Riina stated that there was a projection done based on the new building. The standard rates supplied by the DEC were used to calculate this number. The Commission asked that this information be shared with them.

Ms. Goldstein asked if the applicant would be willing to discuss the points raised in Ms. McCrory's memo sent to the Planning Board regarding this project. Mr. Noto believes that her calculations are wrong, but they

are reviewing that with the Building Inspector and Land Use Counsel. They believe the formula is market value, not assessed value.

The applicant is contemplating a new façade for the existing building. The Commission would also want to see any plans for renovation of the outside façade of the existing building.

In response to a question from Mr. Neuringer, the applicant advised that it is not taking advantage of any bonuses offered by the TOD legislation. Ms. Goldstein inquired about the need for DEC permits. Mr. Galvin advised that, based upon correspondence received from the DEC, no permits from that agency are required. However, a stream permit from Westchester County is required.

Mr. Neuringer suggested that a second Preliminary hearing before the Commission on this application might be appropriate. Mr. Noto stated that the applicant will take this suggestion under advisement.

Ms. Goldstein stated that she will draft a memo for the Planning Board and will circulate this to the Commissioners to their review. Mr. Noto informed the Commission that he would begin working for the District Attorney's office on January 1. He has enjoyed his work with the Village. Mr. Andrew Spatz will be taking over his practice and hopes that the Commission treats Mr. Spatz with the same fairness that they have shown him. The Commission wished Mr. Noto well.

4. APPROVAL OF MINUTES

A. Review of August 31, 2016 minutes

Motion by Mr. Neuringer to approve the August 31, 2016 minutes as submitted; seconded by Mr. LaFollette

Vote:

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Mr. LaFollette, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	Ms. Roney

5. ADJOURN

Motion by Mr. LaFollette; seconded by Mr. Glattstein and carried by the Commission the meeting was adjourned at 9:03pm

Vote:

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Mr. LaFollette, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	Ms. Roney

Respectfully submitted,

Betty-Ann Sherer

Betty-Ann Sherer

APPROVED
VILLAGE OF MAMARONECK
HARBOR AND COASTAL ZONE MANAGEMENT COMMISSION MEETING MINUTES
JANUARY 18, 2017 – 7:30 PM
COURT ROOM- 169 MT. PLEASANT AVENUE

APPROVED

PRESENT:

Chairperson: Cindy Goldstein
Commissioners: Clark Neuringer
Pam Michels
Brian Glattstein
Doreen Roney
Jennifer Bienstock Cohen

Also Present: Anna Georgiou, Land Use Counsel
Bob Galvin, Village Planning Consultant

Absent: Kevin LaFollette

1. OPEN MEETING

Chair Goldstein opened the meeting at 7:30 pm.

2. OLD BUSINESS

A. MAMARONECK BEACH & YACHT CLUB - STATUS UPDATE

Ms. Goldstein asked if anything could be done to push this application along; it is a sewer line. Mr. Neuringer stated that the applicant will move at the applicant's pace; however, this has already caused damage to our waters in the Harbor and it is a potential environmental disaster waiting to repeat itself. When it leaks or it is discovered that there is an outflow of sewage, then things will start happening. He asked if a pressure test was ever done. Mr. Neuringer believes that this is unacceptable and that communication should be sent from this Commission stating that. He is not sure if this communication should go to the Planning Board, the Board of Trustees or the DEC.

Mr. Galvin stated that he has no information on this from the Planning Board as he is recused from this application. Mr. Neuringer appreciates Mr. Galvin and does not believe that he needs to take any responsibility for communication on this. Again, he believes that this is unacceptable and that strong communication should be sent from this Commission.

Mr. Glattstein believes that the integrity of the sewer pipe should be separated from this application, as they are two different issues. The organization has the responsibility to maintain something that already exists. He believes that the Village has a responsibility as well to test this pipe for its integrity. Ms. Goldstein does not

believe that they have joined the sewer work with their expansion. Mr. Neuringer stated that there was an application before this Commission for only the sewer work, not for the work on the expansion.

Ms. Georgiou stated that as she does not sit with the Planning Board; she has no specific information at this time, but would discuss this with Mr. Steinman. She indicated that the Commission can send communication concerning the sewer pipe status to the Planning Board. Mr. Neuringer stated that he has heard that the pipe has not been pressure tested to see if it meets Village Code, because they are afraid that if this is done, the pipe will burst.

Ms. Goldstein polled the other members of the Commission regarding sending communication. They agreed and stated that the Consulting and Village Engineers both be copied, as well as the Building Inspector. Ms. Bienstock Cohen suggested that they ask the Planning Board for a timeline in regard to this application. Ms. Michels agreed.

Motion by Ms. Bienstock Cohen to have the Chair draft correspondence to the Planning Board; seconded by Ms. Michels.

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Ms. Bienstock Cohen, Ms. Roney
Nays:	None
Abstain:	None
Absent:	Mr. LaFollette

- B. 805, 817-819 MAMARONECK AVENUE SITE PLAN – Circulation of Lead Agency of a Site Plan for Redevelopment/New Construction of Retail Shops along Mamaroneck Avenue. The Planning Board is Circulating for Lead Agency for this Unlisted Action under SEQRA in the C-1 District

Ms. Goldstein stated that this application was before this Commission for a preliminary review in December and understands that the continuation of this preliminary review will be before them again in February. Ms. Georgiou stated that the Notice of Intent to be Lead Agency has been re-circulated by the Planning Board and the Commission is being asked if there is any objection to the Planning Board being Lead Agency. There was discussion as to whether these lots will be combined and handled as one parcel and/or if this will be determined to be a subdivision. Mr. Neuringer asked if there is any impact on the Lead Agency determination if action to combine these parcels is taken after that determination. Mr. Galvin stated that any action on the merging of the lots would be done simultaneously with the determination of Lead Agency. Ms. Georgiou stated that this has been deemed as an action consisting of two separate lots; the application is for one project, contemplating merger of those lots. The EAF also reflects this as well as the storm water plan. Ms. Roney asked about this application going before the Zoning Board for a variance. Ms. Georgiou responded that the ZBA considered both sites and their resolution reflects this. The site plan that was before the Zoning Board showed one combined/merged parcel. Everything submitted reflected the project with a combined parcel.

Ms. Roney asked if the ZBA doing an uncoordinated SEQRA review would affect the coordinated review that will be done by the Planning Board. Ms. Georgiou stated that this was classified as an Unlisted Action when

it was before the Zoning Board; apparently there was no formal application before the Planning Board at that time. The ZBA had the option to do a coordinated review, but decided to do an uncoordinated review. There was a Negative Declaration adopted and variances granted. The applicant then applied to the Planning Board for site plan approval and the Planning Board decided to do a coordinated SEQRA review for that application. How the list of involved agencies was determined was also discussed.

Motion by Mr. Glattstein as to the HCZMC having no objection to the Planning Board assuming Lead Agency on this application was made; seconded by Ms. Roney.

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Ms. Bienstock Cohen, Ms. Roney
Nays:	None
Abstain:	None
Absent:	Mr. LaFollette

3. NEW BUSINESS

A. BOARD OF TRUSTEE REFERRAL ON PLL BB-2016

The Commission stated that the CAF is missing from the packet. Mr. Galvin gave background on this Proposed Local Law. The Building Department upon inspection of the Sandbox Theatre discovered that there was a theater and not only a school at this site there. It was also discovered that theaters are not allowed in the C-1 zone. This law would extend the same regulations for theaters in the C-2 zone to the C-1 zone. It is a Type I action as the C-1 zone encompasses more than 35 acres. He believes that the Board of Trustees has an interest in having the Sandbox Theatre remain. The Planning Board discussed this and they basically are okay with it but believe that theaters need to be defined. They will also opine to the Board of Trustees that they believe they should be the Special Permit authority on Sandbox should this law be adopted.

The definition of theater was taken directly from the C-2 District and used for this proposed law. Ms. Bienstock Cohen has issue with this as the C-1 District is very different from the C-2. Mr. Neuringer's objection to this is that a major change to a zone should not be contemplated strictly for one entity or application. A zoning change should be contemplated on what is beneficial for the Village. Mr. Neuringer further stated that the Village has two commercial zones for a reason. There are certain uses that were kept in a certain area to give that area their character. He suggested that the Planning Department analyze potential sites that could be developed for this use in the C-1 zone before moving forward. It is now abstract. He does not believe there has been consideration and thought put into this. There has never been a discussion of what the Village wants to see in the C-1 zone. He is concerned, as he does not know what the impacts will be. The Commission received the CAF as this point in the discussion.

Mr. Glattstein appreciates Mr. Neuringer's comments and believes that he is right about zones being treated differently. He is having a hard time figuring out Consistency with the LWRP without seeing an overlay of all the C-1 District to determine if it is Consistent. There is not enough information. Ms. Bienstock Cohen agrees and in looking over the EAF it states this site is not in a coastal erosion hazard area. She does not agree

with this as it affects the entire C-1 District. Ms. Roney stated that the coastal erosion hazard area is mapped and nothing in this zone touches that mapped area, but it can affect wetlands.

Mr. Neuringer asked if having theaters and the like in the C-1 zone is even contemplated in the Comprehensive Plan. Mr. Galvin stated that it is not. Mr. Neuringer believes that zoning changes should flow from the Comprehensive Plan, not the other way around. Ms. Goldstein believes that the Commission is stating that there is not enough information for them to make a determination and that this should go back for further analysis, as there is inadequate information. It was suggested that the language not be as broad as it is for the C-2 District and for Theaters to be defined. Ms. Georgiou asked if the Commission would like the additional information including an overlay before making suggestions back to the Board of Trustees. They agreed that they would. Mr. Neuringer reiterated that he would like the Planning Department to also show what other sites in this zone could potentially be used for a theater and what the impacts would be. Mr. Galvin stated that environmental constraints, wetlands and the coastal erosion zone would be on the map overlay. Ms. Goldstein stated that the CAF needs to be corrected to list the action as a Type I. Ms. Georgiou reviewed the Commission's requests for information and read the resolution stating that the Commission finds this Inconsistent with the LWRP due to inadequate and incomplete information. The following resolution was adopted by the Commission:

PROPOSED LOCAL LAW BB-2016

WHEREAS, the Board of Trustees has referred to the Harbor and Coastal Zone Management Commission ("Commission") a request for a written recommendation as to consistency with the Village of Mamaroneck's Local Waterfront Revitalization Program ("LWRP") for proposed Local Law BB-2016; and

WHEREAS, PLL-BB-2016 amends Village Code Chapter 342-30A(1) to add "theaters, places of public assembly or other places of amusement" as permitted uses in the C-1 General Commercial Zoning District, subject to special permit approval ("Local Law"); and

WHEREAS, the Commission has considered and reviewed the Local Law for consistency with the LWRP and now issues its recommendation.

On motion of Ms. Roney, seconded by Mr. Neuringer:

BE IT RESOLVED that it is the recommendation of the Commission that the Local Law is not consistent with policies of the LWRP due to the inadequate and incomplete information provided. The following additional information is necessary:

- (i) Planning Department to provide a map and document what constitutes the C-1 Zoning District in the Village
- (ii) Planning Department to provide an overlay on the C-1 Zoning District map showing location and potential impact of proposed zoning change on wetlands, coastal areas (including areas subject to erosion) and other areas having environmental constraints.
- (iii) Planning Department to provide a map showing historically significant properties in the C-1 Zoning District as designated under the LWRP, local law and/or State or National Registers of Historic Places.

- (iv) Planning Department to identify on the C-1 Zoning District map potential sites for the new uses contemplated under this Local Law and an evaluation of potential impacts.
- (v) CAF must be corrected.

The motion passes:

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Ms. Bienstock Cohen, Ms. Roney
Nays:	None
Abstain:	None
Absent:	Mr. LaFollette

B. RECOMMENDATION TO THE BOARD OF TRUSTEES – Initial discussion of the Development of Recommendations for the Board of Trustees regarding Village Statutes relevant to the HCZMC

Ms. Goldstein stated that the Commission spent a lot of time developing an update to the LWRP and within that update there are recommendations for statutory changes.

Mr. Dan Natchez of Alda Road appeared. He suggests three additional items be recommended for change having to do with issues the Commission faces, one of which was discussed tonight. He believes that any application that is stalled for more than six months and which cannot produce evidence of significant movement, be denied and a new application would need to be submitted. There have been applications that have been going on for years and he believes that it is unfair to the Boards and Commissions that these applications are left open. He also suggests that notices be consistent across all the land use boards. The last suggested consideration has to do with what goes before this Commission and what goes before the Planning Board in reference to wetlands permits. He believes that these should all go before the Harbor and Coastal Zone Management Commission.

Ms. Goldstein addressed the last item as it was anticipated that there would be a jurisdictional change regarding wetlands permits. Ms. Georgiou stated that what was contemplated was for this Commission to have jurisdiction for all wetlands permits except for any wetlands permits that involved site plan approval. Those permit applications would stay with the Planning Board. Mr. Natchez believes that this needs to be vetted better than what has previously been done.

Ms. Bienstock Cohen addressed Mr. Natchez's first comment. She would be interested in knowing how someone would define significant progress in the rejection of an application. Ms. Goldstein believes that if it has not appeared on an agenda of one of the land use boards for a period of time that evidences no movement. Mr. Neuringer agrees that it does not need to be qualified as significant action; any action would need to take place to evidence it's moving forward. Mr. Glattstein suggested using the term, "measurable gains", which would include moving forward on things that the applicant is charged with doing and imposing time limits for these things. Ms. Bienstock Cohen asked counsel to opine on whether or not this or any land use board can impose time limits on having things done. Mr. Natchez believes that the boards have the right to set their own rules.

Mr. Neuringer stated that there are deadlines across many applications and permits in the Village. There are other limitations on boards making determinations. The applicant has no limits on how long an application can be left open. Ms. Goldstein agrees that Mr. Natchez's points are valid and can be looked at.

Ms. Goldstein initially thought about WAC 4 recommendations and flooding and pollution issues which need to be addressed. Why not make recommendations to toughen up some of the requirements so that more than the bare minimum is required to be met? Mr. Neuringer asked why not recommend the reinstatement of Chapter 186 or at least parts of this. The Commission then discussed what the impacts have been to the Village since Chapter 186 (erosion control) was taken out of the Code. Ms. Georgiou suggested it would be appropriate for the Commission to prepare a memo for the Board of Trustees with their specific recommendations.

The potential for Consistency Determinations to be made on variance applications before the Zoning Board was discussed and Ms. Georgiou stated that it has been their recommendation that State variance standards would prevail in these instances. There would be circumstances of multifaceted applications before the ZBA and Planning Board where a Consistency Determination could still come to this Commission.

Ms. Goldstein suggested that the Commissioners review what has been discussed tonight as well as what they would suggest be looked at for the next meeting. Mr. Neuringer asked what happens when changes are made after an application has been approved during the construction phase that affects this Commission's determination. Should there not be a mechanism to have an applicant come back if changes are made. Ms. Georgiou stated that it depends on what the changes are. There are changes called field changes and those sometimes occur and they are typically deemed minor in nature. She believes that if there are bigger changes, then these applicants should be required to go back to the appropriate board or boards and the Building Inspector would make this determination. Ms. Goldstein does not believe that this has ever happened. Mr. Glattstein asked if the Stormwater Manager does site checks and if so, this person could refer applicants back to this Commission if changes to the Stormwater Plan are being made. Ms. Georgiou suggested that a few of the Commission members may wish to meet with the Village Engineer and Building Inspector to get an idea of what goes on at construction sites after land use approvals are given and how changes are evaluated. Ms. Goldstein stated that she will set up an appointment and whoever is available could attend, but no more than three members of this Commission. The Commission tabled this item for further discussion at their February meeting.

4. APPROVAL OF MINUTES

A. Review of September 21, 2016 minutes

Ms. Roney asked if the Powerpoint presentation that evening should be included as part of the minutes. Mr. Glattstein suggested having it available on the Village's website.

Motion by Mr. Neuringer to accept the September 21, 2016 minutes with the Powerpoint presentation appended if available was made; seconded by Ms. Michels.

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Ms. Roney
Nays:	None
Abstain:	Ms. Bienstock Cohen
Absent:	Mr. LaFollette

5. ADJOURN

Motion by Mr. Glattstein; seconded by Ms. Roney and carried by the Commission the meeting was adjourned at 9:01 pm

Vote:

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Ms. Roney, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	Mr. LaFollette

Respectfully submitted,

Betty-Ann Sherer

Betty-Ann Sherer

APPROVED
VILLAGE OF MAMARONECK
HARBOR AND COASTAL ZONE MANAGEMENT COMMISSION MEETING MINUTES
FEBRUARY 15, 2017 – 7:30 PM
COURT ROOM- 169 MT. PLEASANT AVENUE

APPROVED

PRESENT:

Chairperson: Cindy Goldstein
Commissioners: Clark Neuringer
Pam Michels
Brian Glattstein
Kevin LaFollette
Doreen Roney
Jennifer Bienstock Cohen

Also Present:

Anna Georgiou, Land Use Counsel
Bob Galvin, Village Planning Consultant
Greg Cutler, Village Assistant Planner
Sven Hoeger, Consulting Environmental Engineer
Hugh Greechan, Consulting Engineer

Absent:

None

1. OPEN MEETING

Chair Goldstein opened the meeting at 7:30 pm.

2. OLD BUSINESS

A. MAMARONECK BEACH & YACHT CLUB - STATUS UPDATE

Ms. Goldstein stated that at the last meeting, the Commission expressed their concern about the long awaited plan for the sewer line not progressing. They sent a memo to the Planning Board regarding this. The Planning Board has responded informing the Commission that they have asked that Mamaroneck Beach and Yacht Club attend their March 8th meeting to get an update. She thanked the Planning Board for this.

B. 805, 817-819 MAMARONECK AVENUE – SUBDIVISION & SITE PLAN

Preliminary Review for Consistency of a Subdivision and Site plan for redevelopment/new construction of retail shops along Mamaroneck Avenue. The proposal seeks to combine two sites: the first site (2.23 acres) contains a vacant 25,377 square foot retail building, previously occupied by A&P supermarket. The second site (0.113 acres) contains a vacant three-story residential apartment building. These two parcels will be combined in the Subdivision (merger) process. The new building will consist of five single store retail units totaling approximately 11,975 square feet in floor area in the C-1 District. Applicant received a variance from the Board of Appeals requiring 125 parking spaces for this site on November 3, 2016. Planning Board application for Subdivision (Lot Merger) application received January 27, 2017.

Ms. Goldstein stated that the Commission two meetings ago did an initial preliminary review of this project. A memo was provided to the applicant and Planning Board at that time with the Commission's concerns.

Mr. Andrew Spatz appeared for the applicant. There were 19 inquiries and comments made by the Commission in a memo sent to the applicant in January. According to Mr. Spatz, that memo was pursued with due diligence by the applicant. They believe that they now have an enhanced application addressing the issues raised by the Commission. Members of the Brixmor Team were also in attendance to answer any questions that the Commission may have.

Ms. Roney stated that the Phase I environmental study for the A&P building is dated 2004 and asked if this is current information. Mr. Daren Moss, Vice President of Operations and Environmental Management for Brixmor, appeared and stated that this is the most current Phase I in their files and that they are currently preparing an updated Phase I. They don't expect many changes, as the use of the building has not changed significantly. This will be submitted to the Commission in the next week or so. The Chair asked that an executive summary accompany any new or revised documents sent to the Commission.

Mr. Neuringer asked where the applicant stands on SEQRA. The applicant stated that they are going through the SEQRA process with the Planning Board, as they are Lead Agency. Questions raised are being answered and they hope they are on their way to a Negative Declaration.

Ms. Goldstein believes that the best way to go forward is to go through the memo sent to the applicant and to review their responses. The Full EAF was also reviewed. Mr. Glattstein asked in regard to the EAF # C2B if this is also in the TOD. Mr. Galvin stated that they are not using the TOD. Regarding # D2B wouldn't the river qualify as a water body? Ms. Goldstein stated that the answer to this question contradicted the memo sent to them. The applicant's engineer Joseph Riina stated that the wetland buffer does not enter into the property; there will be no direct disturbance of the watercourse. Mr.

Hoeger stated that the Village does not have an ordinance for streams except for stormwater management. Mr. Galvin stated that there is a Village Code provision that states that no new construction can be done within 50 feet of a stream, but this is not new construction. Mr. Hoeger suggested that watercourses be included in the definition of wetlands when the Code gets reviewed for revisions. Mr. Glattstein asked if it has been established if there will be runoff to adjacent properties. Mr. Riina stated that due to elevations there would be no runoff, also there is a six-inch curb surrounding the parking lot. They will also pipe the water that is ponding on Lester Avenue to their site and put it into their stormwater drain. Mr. Neuringer discussed the trunk line that runs parallel to the Mamaroneck River; this should be documented.

Ms. Roney asked where their stormwater would be discharged. Mr. Riina responded it will be discharged into the Mamaroneck River. Ms. Roney stated that the EAF needs to be corrected to state this. Mr. Riina agreed to revise the EAF. Mr. Greechan stated that the applicant has gone beyond what is required by Village Code in regard to retaining stormwater on their property. The water will be treated before going into the soil. Mr. Glattstein asked if up to date soil samples have been done on the main parking lot and the one behind the apartment building (which previously was used as a coal yard) as they are adding a significant number of infiltrators. The applicant's representative stated that the area would be sampled for the types of contaminants that could be there due to the businesses that were previously situated on these properties. They also stated that these contaminants are not water-soluble. Mr. Glattstein asked if there could be a buried oil tank on the property. The applicant believes that this would have been removed during the construction of the building (old A&P), so they don't believe so. They are aware that this is a possibility and will certainly keep an eye out during any excavations.

Mr. Glattstein asked about this being an archeological site as noted on page 13. Marc Newman, Vice President of Redevelopment for Brixmor, stated that this automatically kicks in if the site is anywhere near a site of archeological significance. It has been determined by the Office of Historical Preservation ("SHPO") that there is no archeological significant area, there is no concern and there is documentation stating this. Ms. Roney requested a copy of any correspondence from SHPO. Mr. Glattstein stated that there is a question on page 8 regarding the site being within 5 miles of any officially designated scenic resource. It is marked no, however, it is within 5 miles of Harbor Island Park. The applicant stated that they would look into that.

Ms. Goldstein asked that someone explain why this is a redevelopment project. Mr. Galvin stated that this is not a green field to be developed. There is asphalt and buildings on it already. Ms. Goldstein understands what the requirements are but is concerned as this site has been hit with devastating flooding in the past and she believes should not be treated the same as redevelopment in other areas of the Village that do not flood. Mr. Spatz stated that the applicant has made it a point to put the flooding concern in the forefront. According to Brixmor, they would be treating all of the water on the site, except

for what will be on the roof. That was not done before and does not have to be done according to the Village Code; they have dramatically stepped-up the stormwater management by not only cleaning the water but also by slowing the flow of water into the river. Mr. Newman confirmed currently there is no treatment of stormwater on-site.

Mr. Glattstein appreciates all that they are doing, however, one of the LWRP Policies states that property needs to be protected when developing in a flood plain. He has seen in their application that they will meet the requirements of Chapter 186 (Flood Damage Prevention). He would like for the applicant to point to how doing this will protect property. The applicant stated that this is normally done later in the process, when the plan has been approved. Mr. Neuringer stated that this is a conundrum as this Commission will have to do a formal Consistency review and they will need that information to make this Determination. Ms. Georgiou stated that the Planning Board has an issue with this as well and has asked for plans showing how this project will comply with Chapter 186. Mr. Galvin stated that they are working on this and it will have to be provided, not only to the Planning Board and Building Inspector, but also to the Stormwater Manager. Mr. Newman stated that their architect was present to review this. Ms. Goldstein stated her concern is with not getting off topic. Mr. Newman stated that they are prepared to give their Consistency presentation this evening. Mr. Neuringer said that couldn't be done, as it was not submitted for their review. He believes that the process is for the applicant to respond to the Commission's concerns noted in their memo before moving forward.

Ms. Goldstein asked about the memo from DEC discussing the protection of waters and a protection of waters permit. Mr. Hoeger stated that the DEC has determined that there is no permit needed as their jurisdiction ends at the top of the bank and as no work is being done to the bank, no permit is needed.

The Commission continued to review the memo points. Floodproofing of any new construction and existing structures was reviewed. The value of the property and the improvements were discussed. Mr. Neuringer believes that the Flood Plain Administrator needs to opine on this. There is a discrepancy and a determination needs to be made. Ms. Georgiou believes that this will be happening sooner rather than later. She also stated that this would be needed by the Planning Board prior to adopting a Negative Declaration (assuming one is to be adopted). Floodproofing measures will also be sent to the Planning Board and Flood Plain Administrator. Ms. Goldstein reminded the applicant that the 44 Policies of the LWRP need to be complied with. Ms. Roney would also like to see Mr. Nechamen's (FEMA) comments on this issue.

The flooding history of this site was discussed. Ms. Roney asked if there is a record of flood claims. Greg Cutler said there are FEMA policies that preclude disclosure of certain loss information for

specific locations. The applicant stated that all mechanicals and electrical systems would be above base flood elevation in accordance with Chapter 186.

The Commission asked for a jurisdictional determination from the Army Corps of Engineers; the applicant will try to obtain this. Mr. Hoeger stated that he believes the Army Corps does not have jurisdiction over this. The Commission would still like to see a determination by the Army Corps on jurisdiction.

The condition of the sewer laterals was then discussed. Mr. Riina stated they will be determining what needs to be done and will relay that to the Commission. The soil conditions and ground water testing was also discussed.

The remaining points of the preliminary review memo were reviewed and discussed. With regard to groundwater, Mr. Riina indicated soil properties and depth of ground water were tested.

Ms. Goldstein asked Mr. Hoeger to expand on his concerns noted in his memo to the Commission. Mr. Hoeger stated that his main concern is the discrepancy in the stormwater management plan regarding the water that will drain from the roof. Also, the planting plan at the back of the building has not been shown to him. He stated that it is a very tight area behind the building and there are large trees with extensive root systems. These could be damaged, which would change the integrity of the soil. There is also the possibility of erosion if there is a concentrated amount of water coming off of the roof. Mr. Riina explained that there is nowhere to pipe the water to without adding a pipe which he believes could be more detrimental to the trees than the plan that is place which is to have the water run down a sidewalk down into the river. He believes that the proposed plan provides filtering and slows the velocity down.

The landscape architect Greg Marett of Bayview Landscape Architecture reviewed the green infrastructure on the site. The landscape plan and plant material was reviewed as well. Mr. Hoeger is concerned with the amount of shade in the back of the building and not sure if the plantings shown on the plan will survive there. Brixmor's representatives suggested that Mr. Hoeger work with their landscape architect and Ms. Oakley on a plan.

Ms. Goldstein asked Ms. Georgiou the best means to get their concerns to the Village's Flood Plain Administrator. Ms. Georgiou suggested sending a memo to him, and copying the Planning Board. The Commission agreed that Ms. Goldstein would draft a memo to the Flood Plain Administrator with the assistance of Ms. Georgiou. The Commission expressed their appreciation to the applicant for coming this evening and for going above and beyond the minimum requirements of the Village.

C. OLD BUSINESS CONTINUED-CONSTRUCTION INSPECTIONS/CHANGES

Further to the continuance of Old Business, Ms. Goldstein stated that at their last meeting, the Commission discussed how it would be helpful to know the criteria used by the Building Inspector regarding how their determinations are actually handled and enforced in the field during construction. There was a discussion with the Building Inspector on what would trigger a re-review of their determination if something during the construction phase should change and three members of the Commission will be meeting further with the Building Inspector and Engineer on what this process is. They will report back to the Commission.

D. RECOMMENDATION TO THE BOARD OF TRUSTEES

Continued discussion of the development of recommendations for the Board of Trustees regarding Village statutes relevant to the HCZMC

Ms. Goldstein stated that Ms. Georgiou suggested that the Commission document their recommendations with a list of topics tonight and ask the Board of Trustees if they would authorize the Commission and counsel to work on further defining these issues. Ms. Goldstein reviewed the WAC4's recommendations on what the Village should concentrate on. These include limiting impervious surfaces, codes dealing with wetlands and steep slopes, a tree ordinance and a tidal freshwater wetlands law. The Commission has also discussed that when Chapter 186 was revised, Article 2 was deleted. Ms. Goldstein believes that the Commission would like to see the erosion and sediment controls in that Article be located somewhere else in the Code or put them back into Chapter 186. Mr. Neuringer would like to understand the rationale as to why this was taken out of the Code. Mr. Neuringer stated that since that time, there has been a lot of construction in the Village that violates that part of Chapter 186 that was repealed. Mr. Hoeger recollects that the erosion and sediment controls were made part of the stormwater management provisions (Chapter 294). Ms. Georgiou asked and sought clarification that what the Commission is actually saying is that Chapter 186 Article 2 was more protective. The Commission agreed. There were things in the LWRP Update that the Commission recommended, which the Planning Board agreed with. One is to provide jurisdiction to the Commission on wetland permits on marine structures. That will help applications to go through the review process more smoothly and quickly.

Mr. Cutler stated that the Village is considering updating the Comprehensive Plan to include a sustainability chapter. It may be beneficial to include some of the Commission's recommendations in that chapter so that there may be more support in implementing some of these policies. Mr. Neuringer asked if Mr. Cutler had any sense of timing. He did not. Ms. Roney suggested including the revisions to Chapter 240 including environmental impact statements and definition of actions on their list. The Commission agreed to have Ms. Goldstein draft a memo to the Board of Trustees and to circulate that to the Commission before sending on.

3. NEW BUSINESS

A. BOARD OF TRUSTEES REFERRAL OF PLL-B 2017

Mr. Galvin reviewed the provisions of PLL-B 2017. Mr. Neuringer stated that he does not have issue with the revisions suggested if a definition of Performing Arts was included. Mr. Cutler stated that there is an assumption of what that means, but a definition is not included in the law.

Ms. Meg Yergin of Stuart Avenue appeared. She stated that the Sandbox Theatre had adversely impacted her and the surrounding neighborhood. She has concerns regarding this law's potential impacts and consequences. She reviewed the history of the Sandbox Theatre and what went wrong; precipitating this proposed law. She is not sure where the line is drawn between a theater and performance space. Ms. Goldstein reminded all what the Commission's role is in regard to proposed local laws. The Zoning Code's Special Permit requirements were discussed and if and when any of these applications would come before the HCZMC.

Ms. Roney stated that in the C-1 District dance schools are covered in the current Code. Mr. Neuringer does not believe that the C-1 District is yearning for performing arts schools and that if one wants to open, they should have to go to the ZBA for a Special Permit. Mr. Glattstein agrees and does not understand why a Code change is needed.

Ms. Goldstein stated that the discussion is going beyond their role. Mr. Glattstein recommended that the Commission find that this is not consistent with the LWRP as there is a lack of information since there is no definition of "performing arts." They can't determine the impact of something if they don't know what it is.

Ms. Roney does not understand the parking requirements. Ms. Michels is concerned with the potential for lack of sufficient parking. In her view, this proposed change does nothing to address the issue of parking. Mr. Galvin stated that parking is part of the special permit review.

Ms. Georgiou had suggested language for the Commission's recommendation to be sent to the Board of Trustees. Ms. Goldstein reviewed the resolution drafted by counsel with the Commission and after discussion the following resolution was adopted:

PROPOSED LOCAL LAW B-2017

WHEREAS, the Board of Trustees has referred to the Harbor and Coastal Zone Management Commission (“Commission”) a request for a written recommendation as to consistency with the Village of Mamaroneck’s Local Waterfront Revitalization Program (“LWRP”) for proposed Local Law B-2017; and

WHEREAS, PLL-B-2017 amends Village Code Chapter 342-30A(1) (j) to provide for “Performing Art Studios” and “Performing Arts Schools” as a permitted use in the C-1 General Commercial Zoning District, subject to special permit approval (“Local Law”); and

WHEREAS, the Commission has considered and reviewed the Local Law for consistency with the LWRP and now issues its recommendation.

On motion of Mr. Neuringer, seconded by Ms. Roney:

BE IT RESOLVED that it is the recommendation of the Commission that the Local Law is not consistent with policies of the LWRP due to the inadequate and incomplete information provided. The following information is required: permitted uses and/or the magnitude of these permitted uses should be defined so that potential impacts of the Local Law can be evaluated.

The motion passes:

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Mr. LaFollette, Ms. Roney, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	None

B. ORIENTA BEACH CLUB

Planning Board Circulation for Lead Agency 1054 Walton Avenue Site Plan (Section 9, Block 98, Lot 1)
Planning Board circulation for lead agent for an application to relocate an existing platform tennis court, add an additional court, add a new warming hut and decking and install storm water recharging system (MR District)

The Commission had no objection to the Planning Board being lead agency for this application.

4. APPROVAL OF MINUTES-NONE

5. ADJOURN

Motion by Ms. Roney; seconded by Mr. LaFollette and carried by the Commission the meeting was adjourned at 9:59 pm

Ayes:	Ms. Goldstein, Mr. Glattstein, Mr. Neuringer, Ms. Michels, Mr. LaFollette, Ms. Roney, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	None

Respectfully submitted,

Betty-Ann Sherer

Betty-Ann Sherer

APPROVED
VILLAGE OF MAMARONECK
HARBOR AND COASTAL ZONE MANAGEMENT COMMISSION MEETING MINUTES
MARCH 15, 2017 – 7:30 PM
COURT ROOM- 169 MT. PLEASANT AVENUE

APPROVED

PRESENT:

Chairperson: Cindy Goldstein
Commissioners: Brian Glattstein
Doreen Roney
Jennifer Bienstock Cohen

Also Present: Anna Georgiou, Land Use Counsel
Sven Hoeger, Consulting Environmental Engineer
Hugh Greechan, Consulting Engineer

Absent: Clark Neuringer
Kevin LaFollette
Pam Michels

1. OPEN MEETING

Chair Goldstein opened the meeting at 7:30 pm.

2. OLD BUSINESS

A. MAMARONECK BEACH & YACHT CLUB - STATUS UPDATE

This Applicant is on the March 22, 2017 Planning Board meeting agenda for a status update. This information will then be provided for the April 19, 2017 meeting.

Ms. Georgiou believes a letter was circulated to the Commission from the attorneys for Mamaroneck Beach & Yacht stating that they were unable to attend the March 8th Planning Board meeting and requesting an adjournment to the March 22, 2017 meeting. There should be an update from the Planning Board for the Commission's April meeting.

3. NEW BUSINESS

A. NICHOLS YACHT YARD Perimeter Permit Renewal

500 Rushmore Avenue (Section 9 Block 67 Lot 82A) Application for the renewal of a Perimeter Permit granted September 16, 2009, renewed for 3 years on February 25, 2014. The applicant seeks a 5-year extension as per Chapter 240-20 I as revised in 2016

Mr. Glattstein stated for purposes of disclosure that he winters his boat at Nichols. He does not believe that he needs to recuse himself. He does not summer there, use their docks or spend any time there.

Mr. Dan Natchez of Daniel S. Natchez and Associates appeared for the applicant and stated that they have no issue with Mr. Glattstein not recusing himself from the hearing of this application. He stated that nothing has changed since the last renewal and they respectfully request a 5-year renewal as the Code has changed to allow that. There have been replacements in docks relatively in kind. No additional boat slips have been added. There are some docks that are currently being worked on that do not show in the aerial photograph Mr. Natchez had. Mr. Natchez stated that the maps included with the application are erroneous and had copies of the corrected maps with him. Ms. Goldstein stated that there was a memo from the Harbor Master regarding the map sent with the application stating that the error was minor. He also stated that he has no concerns with this application.

When asked, Mr. Natchez stated that the four conditions set with the original permit and the renewal have been adhered to. Ms. Bienstock Cohen stated that this renewal expired last month and asked that the next renewal in five years be done before the expiration. Mr. Natchez agreed. Ms. Georgiou handed out the draft resolution approving this application to the Commissioners. Ms. Georgiou reviewed the draft resolution with the Commission and the following resolution was adopted:

PERIMETER PERMIT RENEWAL RESOLUTION

NICHOLS YACHT YARD, INC.

500 Rushmore Avenue

WHEREAS, on September 16, 2009, the Commission adopted the annexed negative declaration and consistency determination associated with its review of Nichols Yacht Yard's ("Applicant") application for a perimeter permit for existing docking facilities at 500 Rushmore Avenue ("Perimeter Permit") and on December 24, 2009, the Building Inspector issued the Perimeter Permit for a period of four years; and

WHEREAS, the Perimeter Permit required the Applicant's compliance with approval conditions set forth in the annexed resolutions, including the following:

- Measures to avoid impacts to the NYSDEC Tidal Wetland mudflats or any hazard to navigation (designated SM on page A-02 6/12/09 of 2009 site plan)
- No boats shall be docked in areas of vegetated wetlands or mudflats to avoid disturbance to harbor bottomlands
- No boats will extend beyond the perimeter area or block the Federal Channel during dockage or transport
- The Applicant is required to advise the Commission immediately if the written agreements identified in the September 16, 2009 Consistency Resolution are amended or voided in any way because the Perimeter Permit would also be void

; and

WHEREAS, the Applicant obtained the first three-year renewal of the Perimeter Permit on February 25, 2014; and

WHEREAS, the Applicant now seeks its second renewal which pursuant to Village Code §240-20(I) is for a period of five years ("Application"); and

WHEREAS, the Commission has considered and evaluated the Application, including the Applicant's compliance with the Perimeter Permit and approval conditions.

On motion of Ms. Bienstock-Cohen, seconded by Ms. Roney:

NOW THEREFORE BE IT FURTHER RESOLVED that the Commission, based upon review of the Application, and all other relevant materials, deems this a Type II action requiring no further action under the State Environmental Quality Review Act.

The motion passes:

Ayes: Mr. Glattstein, Ms. Goldstein, Ms. Bienstock-Cohen, Ms. Roney
Nays: None
Abstain: None
Absent: Mr. LaFollette, Ms. Michels, Mr. Neuringer

On motion of Ms. Bienstock-Cohen, seconded by Ms. Roney:

AND BE IT FURTHER RESOLVED that the Commission reaffirms its September 16, 2009 determination of the Perimeter Permit's consistency with the Village's Local Waterfront Revitalization Program.

The motion passes:

Ayes: Mr. Glattstein, Ms. Goldstein, Ms. Bienstock-Cohen, Ms. Roney
Nays: None
Abstain: None
Absent: Mr. LaFollette, Ms. Michels, Mr. Neuringer

On motion of Ms. Bienstock-Cohen, seconded by Mr. Glattstein:

AND BE IT FURTHER RESOLVED that the Commission has completed its review and evaluation of the Application, the Application is approved, and said renewal shall remain in effect for five years in accordance with Village Code §240-20 (I), subject to the Applicant's compliance with the Perimeter Permit and conditions of approval as set forth in the annexed approval resolutions.

The motion passes:

Ayes: Mr. Glattstein, Ms. Goldstein, Ms. Bienstock-Cohen, Ms. Roney

Nays: None

Abstain: None

Absent: Mr. LaFollette, Ms. Michels, Mr. Neuringer

B. JEFFREY & VICTORIA MAGGARD Consistency Determination

8 Oak Lane (Section 9, Block 92, Lot 8) Consistency for a Wetlands Permit to construct an addition to a single family home, a new in ground swimming pool, remove the existing asphalt tennis court, replace existing septic tank and associated site work in the R-20 District

Ms. Goldstein stated that she will be participating in this application; however, may be purchasing a piece of property in this neighborhood soon. Mr. Natchez appeared for the applicant and stated that they have no objection with Ms. Goldstein hearing the application. Ms. Goldstein asked that Mr. Glattstein, the Co-chair of the Commission take the lead on this application.

Mr. Natchez gave an overview of the project, which includes adding space to the kitchen and garage. There is a memo, filed with the Village, of the conversation he had with Mr. Hoeger that Mr. Natchez summarized. Mr. Glattstein asked for clarification on the drainage from the driveway. On March 6th a memo was sent to the Planning Board, which is confusing. Mr. Pilch, of ALP Engineering appeared for the applicant. He stated that in Item 2 it refers to the new driveway and Item 4 refers to the existing driveway, which will be piped to a new catch basin. The new driveway will be piped sub-surface directly out to Delancey Cove. Mr. Glattstein asked for clarification between the CAF and EAF. Number 13 on the CAF is marked no. Isn't the new driveway going directly into Delancey Cove? Mr. Natchez stated that the drain would go onto land, not directly into the water. Mr. Glattstein asked if there is any pervious surface that will help filter this water. Mr. Natchez stated that there is. Mr. Pilch stated that it will also be filtered by the switch grass that is being planted.

Ms. Roney asked if test pits for perc tests have been done. Mr. Natchez stated that some were done relatively close by, but not specifically in the area referenced. There were also dye tests done, as this is a septic field. The roof leaders on the home were discussed. The leaders on the addition will be discharged out to the grade surface. The leaders currently on the home will be intercepted by the rain garden.

Mr. Glattstein stated that the EAF is marked that there is an existing wastewater utility. The applicant stated that is the septic system. It was confirmed that the existing septic tank is being replaced and an additional tank installed, which the County Health Department has approved. Mr. Glattstein stated that he would like to know the condition of the two existing septic tanks. The amount of dirt being removed for the in-ground pool was discussed. Mr. Glattstein asked how additional water in the event of a large rain event would be handled so that the pool does not overflow. Mr. Natchez stated that there are drains in the pool deck that go to the septic system. Mr. Sean Jancski, Landscape Architect for the project, appeared to discuss the pool design and stated that pools have a greater issue with evaporation, not rainwater. The filter is not a back wash filter. It has a cartridge that is changed. The elevation of the pool will be 12.5 feet.

The elevation of the addition was then discussed. Ms. Roney asked about the 100-foot wetlands buffer and she is concerned as the CAF is checked “no” in regard to significant fish and wildlife habitats. Mr. Natchez states that it is not a significant habitat. Ms. Roney’s other concern with the CAF is there is no discussion regarding Policy 7. Ms. Roney stated that Delancey Cove is designated a significant wildlife habitat in the Village’s LWRP. Mr. Natchez stated that the CAF would be corrected. Ms. Roney also stated that nothing could be put in the wetlands buffer. Mr. Natchez believes that the reductions of impervious surface, the reduction in the water sheeting as well as the improvement in the septic system are the mitigation measures needed to be allowed to build in the buffer. It will be an improvement not a detriment to Delancey Cove. Ms. Goldstein stated that she appreciates the improvements being made, however, the application still has to be consistent with the LWRP. Ms. Goldstein asked what extra steps are being taken during construction to assure that the wetlands buffer and fish and wildlife habitat are being protected. Mr. Natchez stated that silt barriers will be installed and activities will be restricted. Disturbances will be minimized. The construction in the wetlands buffer was then reviewed.

Mr. Hoeger reviewed the potential issues he sees with the application. He stated that the significance of the wetlands is being overstated. This is a residential property that has been residential and there will be more wildlife value, if there is any at all, with the improvements that are being done. Mr. Hoeger also believes that this, being in the wetlands buffer, is a Planning Board issue as he does not believe that the wetland buffer contributes to the fish and wildlife habitat in this instance. Mr. Hoeger also believes that the applicant needs a DEC permit. Mr. Greechan does not agree, but stated that this is a preliminary plan and could change; it does depend on what the final project is. Mr. Glattstein stated that the Commission could make their Consistency Determination conditioned on whether or not it needs a DEC approval. Mr. Hoeger stated that his other concerns were addressed. Mr. Hoeger did suggest that instead of just planting switch grass in the area between the stone path and Delancey Cove, that mixing sand with the soil in that area should be done.

Ms. Roney stated that there is no doubt that this is an environmentally sound approach, however, she would like to see additional information in regard to Policies 7, 7A and 44. She would also like the applicant to submit a joint application to the DOS and DEC. The perforated pipe going from the rain garden to the area where the tennis court is being removed was discussed. Mr. Glattstein asked how close the groundwater is to the area under the tennis court that is being removed. Mr. Natchez stated that information is available in the SWPPP, but he did not have it available at the meeting.

Mr. Glattstein asked the Commissioners if they have enough information to render a decision on Consistency. Ms. Bienstock Cohen believes so with the determination of whether or not a DEC permit is required. Ms. Goldstein agrees with Ms. Bienstock Cohen and she also has concern with Policy 7A and would like to see a more robust discussion on why this would have no detrimental impact on Delancey Cove. She is also concerned with there being a precedent of allowing construction in a wetland buffer next to a locally designated significant fish and wildlife habitat. Ms. Bienstock Cohen agrees with this regardless of the givebacks that the property owners are doing. Ms. Roney would like to see more elaboration on Policies 7, 7A and 44 on the CAF and the correction of this being adjacent to a significant fish and wildlife habitat. Also elaboration on Policies 11 and 13 are needed. She reiterated that she would like to see an opinion on jurisdictional authority from the DEC, DOS and Army Corps. Mr. Natchez stated that the Corps has no jurisdiction as there has to be activity at or below the spring tide line and there is none. Mr. Hoeger believes that the best arbiter of whether this needs a DEC permit is the DEC. Mr. Glattstein believes that the Commission needs to focus on their local responsibility. He agrees that more information on the impacts to Policies 7 and 7A need to be addressed by the applicant. Mr. Glattstein would also like to have more information on the condition of the areas where construction will take place as well as the runoff from the driveway. The effect of the activity on the septic tanks, the one being removed and the one for the shed, would also be needed. Ms. Roney again stated that she would like to send a memo to the DEC regarding jurisdiction.

Ms. Georgiou reviewed the list of what is needed from the applicant and from Mr. Hoeger. Mr. Glattstein commended the applicant. The Commission adjourned this hearing to their April meeting.

C. DISCUSSION: (1) West Basin Pump Station in Harbor Island Park-proposed upgrades and construction by Westchester County Department of Environmental Facilities & (2)NYSDEC Permit Air Quality/Consistency Review

Ms. Goldstein stated that there is a memo from the Village Engineer outlining the County's work at the Harbor Island Pump station at the corner of Orienta Avenue and the Boston Post Road. The memo states that no action is required of this Commission and Ms. Goldstein questioned, why not? She cited several reasons why this should come before the Commission. Ms. Georgiou asked this question on

behalf of the Commission, but did so just late last week. She also asked about other approvals that may be required. She expects to get clarification. Mr. Glattstein stated that it looks like they are primarily doing work on the electrical system to bring it above ground. However, they are also going to be building a structure and this is in the scenic overlay zone. He would believe that this should come in front of the Commission. Ms. Georgiou is also trying to determine if there is an Army Corps, DOS or DEC determination/permit needed. Mr. Greechan stated that if there is County funding, their Planning Department would complete SEQRA. The Commission agreed to keep this on the agenda as Old Business.

Ms. Goldstein stated that a resident, Katherine Desmond, sent a memo dealing with a business that she believes needs a permit to deal with its air quality and their discharge into the air. Ms. Goldstein further stated that someone at the DEC said that the project is not located in a coastal area and is not subject to the LWRP. As the LWRP pertains to the entire Village, this statement by the DEC is incorrect.

Ms. Bienstock Cohen believes that the DEC needs to be contacted. Ms. Georgiou agrees that they need to be alerted in writing.

Ms. Bienstock Cohen motioned to authorize the Chair draft a letter to be sent to DEC seconded by Mr. Glattstein:

Ayes:	Ms. Goldstein, Mr. Glattstein, Ms. Roney, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	Mr. Neuringer, Ms. Michels, Mr. LaFollette

4. APPROVAL OF MINUTES

A. Review of October 19, 2016 Minutes

As these minutes were not distributed to the Commission, their review is being held over to the April meeting.

Ms. Goldstein mentioned the memo authorized at their last meeting to be sent to the Board of Trustees regarding their allowing the HCZMC to make comments on updates to legislation. This has been sent and no reply has been received. She asked that this go on the April agenda as Old Business.

5. ADJOURN

Motion by Ms. Roney; seconded by Mr. Glattstein and carried by the Commission the meeting was adjourned at 9:47 pm

Ayes:	Ms. Goldstein, Mr. Glattstein, Ms. Roney, Ms. Bienstock Cohen
Nays:	None
Abstain:	None
Absent:	Mr. Neuringer, Ms. Michels, Mr. LaFollette

Respectfully submitted,

Betty-Ann Sherer

Betty-Ann Sherer

Village of Mamaroneck, NY

Item Title: Minutes of the Board of Architectural Review from June 5, 2017, July 5 and 20, 2017.

Item Summary: Minutes of the Board of Architectural Review from June 5, 2017, July 5 and 20, 2017.

Fiscal Impact:

ATTACHMENTS:

Description

Type

060517 BAR Minutes

Cover Memo

070517 BAR Minutes

Cover Memo

072017 BAR Minutes

Cover Memo

VILLAGE OF



MAMARONECK

OFFICE OF THE
BUILDING INSPECTOR

*Village Hall
Mamaroneck, N.Y. 10543*

TELEPHONE
914-777-7731

FAX
914-777-7792

*Address Reply to:
Building Department
169 Mt. Pleasant Avenue*

MINUTES

June 20, 2017

[Signature]
Stoeckhert
7/20/2017

TO: Board of Architectural Review
FROM: Dan Gray, Building Inspector

Minutes of the Board of Architectural Review meeting held on Thursday June 15, 2017 at 7:30 p.m. at Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, New York 10543

Present:

J. Malte Stoeckhert (JMS)
Maggie O'Neill (MO)
Dennis Cucinella (DC)
Larry Cohen (LC)
Vickie Hage (VH)

OLD BUSINESS:

1. 619 EAST BOSTON POST ROAD – FAÇADE SIGN
APPLICANT: MIKE SANTOLIUODO – SAN SIGNS
Approved as submitted
Motion JMS
Second DC
Passed 5-0

NEW BUSINESS:

1. 426 FOURTH STREET – FAÇADE SIGN

APPLICANT: MIKE FREDERICK – UNIQUE SIGNS

Approved as submitted

Motion LC

Second VH

Passed 5-0

2. 711 NORTH BARRY AVENUE – FAÇADE SIGN

APPLICANT: GOTHAM SIGNS

Approved as submitted

Motion LC

Second VH

Passed 5-0

3. 708 EAST BOSTON POST ROAD – FREESTANDING AND 2 FAÇADE SIGNS

APPLICANT: LARRY O'BRIEN - HIGH POINT ENGINEERING

Approved with proviso the words service center will be centered under the gable

Motion LC

Second DC

Passed 5-0

4. 1131 EAST BOSTON POST ROAD – SOLAR PANELS

APPLICANT: RUSSELL WEDGE – SOLAR CITY

Black panels

Approved as submitted

Motion VH

Second DC

Passed 5-0

5. 208 WAVERLY AVENUE – 4 NEW TOWNHOUSES

APPLICANT: PHILIP FRUCHTER – ARCHITECT

Masonry base, mineral fiber siding beige/tan, dark gray zinc window trim

Approved as submitted

Motion VH

Second LC

Passed 5-0

6. 270 WAVERLY AVENUE (BUILDINGS A AND C) - WALL PANEL REVISION

APPLICANT: PHILIP FRUCHTER – ARCHITECT

Change zinc to mineral fiber at penthouse level

Approved as submitted

Motion JMS

Second MO

Passed 5-0

7. 151 MAMARONECK AVENUE – FAÇADE RENOVATION

APPLICANT: PHILIP FRUCHTER – ARCHITECT

2 bay windows with smaller windows on sides with dark trim, dark stone at base, beige flat panels and trim, tan siding, new cornice and a metal sign band

Approved as submitted

Motion VH

Second LC

Nay DC

Passed 4-0

8. 1066 SEAHAVEN DRIVE – NEW ONE FAMILY DWELLING

APPLICANT: DAN NATCHEZ – AGENT

JAY CONNOR – ARCHITECT

Large glass panels on water facing elevations, beige cement board siding, aluminum windows, cedar panels under soffits and porch and cedar panel garage door

Approved as submitted

Motion VH

Second LC

Passed 5-0

9. 313 FOURTH STREET – ADDITION

APPLICANT: STEVE KEARNEY – CONTRACTOR

Materials and roof to match existing

Approved as submitted

Motion DC

Second VH

Passed 5-0

10.908 THE PARKWAY – 2 ADDITIONS AND DECK

APPLICANT: OSCAR OVALLE – ARCHITECT

Materials to match existing

Motion JMS

Second VH

Passed 5-0

11.538 THIRD STREET – NEW 2 FAMILY DWELLING

APPLICANT: BENEDICT SALINITRO – ENGINEER

MR. VOZZA – OWNER

Hardi-Plank beige siding, charcoal Timberline roof

There won't be any windows on the 2nd floor due to furniture placement.

Many neighbors spoke to the current houses being rented by the room, too many people are living there. The neighbors don't want four cars in the driveway in the front of the house. One woman was adamant that she shouldn't have to look at the back of cars when she's sitting on her porch. It was stated that there aren't any other two family houses on that side of the street.

The Board explained that this meeting is for architectural review. The Building or Police Departments should be called if the property is being used illegally.

Mr. Salinitro explained that the owner intends to rent to single people or a couple, hopefully there won't be four cars in the driveway. The current tenants are being evicted.

The Board suggested raising the house to slope the driveway. Mr. Salinitro said then the basement would be included in the FAR. If a zoning variance was requested to put the driveway on the side of the house, he doesn't think it would be approved.

The Board approves of the architecture of the house but doesn't like the look of the cars in the driveway. On a motion by MO, seconded by VH, the application was postponed to a future meeting. The Board wants to see alternatives to the parking and landscaping, trees, shrubs and a fence were suggested.

Applicants must bring photographs of the subject premises and adjacent properties to the Building Department at the time of submission. If not received, your application will not be heard by the Board at this meeting.

Please inform the Building Department 48 hours prior to the meeting if you are unable to be in attendance.

NOTE: Any application that must return to the next meeting must be submitted to the Building Department no later than June 23, 2017 to be placed on the next agenda.

NEXT BAR MEETING IS WEDNESDAY JULY 5, 2017

VILLAGE OF



MAMARONECK

OFFICE OF THE
BUILDING INSPECTOR

*Village Hall
Mamaroneck, N.Y. 10543*

TELEPHONE
914-777-7731

FAX
914-777-7792

*Address Reply to:
Building Department
169 Mt. Pleasant Avenue*

MINUTES

July 7, 2017

TO: Board of Architectural Review
FROM: Dan Gray, Building Inspector

Minutes of the Board of Architectural Review meeting held on Wednesday July 5, 2017 at 7:30 p.m. at Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, New York 10543

Present:

Maggie O'Neill (MO) Acting Chairman
Dennis Cucinella (DC)
Larry Cohen (LC)
J. Malte Stoeckhert excused
Vickie Hage no appearance

OLD BUSINESS:

1. 538 THIRD STREET NEW 2 FAMILY DWELLING
APPLICANT: BENEDIC SALINITRO – ENGINEER

The house will be elevated allowing for garages underneath, plants will be on the median between the driveways. There will be a covered front porch, the roof pitch will be lower and there will be windows on the second floor.

The neighbors feel the house will be compatible with other two family houses on the street.

Approved as submitted

Motion MO

Second DC

Passed 3-0

NEW BUSINESS:

1. 320 EAST BOSTON POST ROAD – SIGN

APPLICANT: JC AWNING

The sign will be made of PVC

Approved as submitted

Motion DC

Second MO

Passed 3-0

2. 209 HIGVIEW STREET – DECK

APPLICANT: DAVID TORRES – OWNER

Brown pressure treated decking with white balusters

Approved as submitted

Motion DC

Second LC

Passed 3-0

3. 505 FLORENCE STREET – SOLAR PANELS

APPLICANT: VIVINT SOLAR

Black panels on the back of the house

Approved as submitted

Motion LC

Second MO

Passed 3-0

4. 135 BEECHWOOD DRIVE – SOLAR PANELS

APPLICANT: CHRIS HALE – SUNBLUE ENERGY

Black panels on the back of the house except for four panels on the side

Approved as submitted

Motion LC

Second MO

Passed 3-0

5. 1415 SHADOW LANE – SIDING, WINDOWS AND PORCH RENOVATION

APPLICANT: JOHN KNOETGEN – ARCHITECT

Andersen windows, dark blue Maybach siding, white columns

Approved as submitted

Motion DC

Second LC

Passed 3-0

6. 238 KNOLLWOOD AVENUE – DORMER ROOFS AND WINDOWS

APPLICANT: MARK MUSTACATO – ARCHITECT

Finished to match existing

Motion DC

Second MO

Passed 3-0

7. 546 CLAFLIN AVENUE – 2ND FLOOR ADDITION

APPLICANT: GREGORY LEWIS – ARCHITECT

White Hardi-Plank siding, black shutters, Azek banding

Approved as submitted

Motion MO

Second LC

Passed 3-0

8. 5 OAK LANE – DORMERS, ADDITION AND WINDOWS

APPLICANT: DIANE ALEXANDER – ARCHITECT

Painted cedar shingle to match existing

Approved as submitted

Motion DC

Second LC

Passed 3-0

Applicants must bring photographs of the subject premises and adjacent properties to the Building Department at the time of submission. If not received, your application will not be heard by the Board at this meeting.

Please inform the Building Department 48 hours prior to the meeting if you are unable to be in attendance.

NOTE: Any application that must return to the next meeting must be submitted to the Building Department no later than July 21, 2017 to be placed on the next agenda.

NEXT BAR MEETING IS TUESDAY AUGUST 1, 2017

VILLAGE OF



MAMARONECK

OFFICE OF THE
BUILDING INSPECTOR

*Village Hall
Mamaroneck, N.Y. 10543*

*Address Reply to:
Building Department
169 Mt. Pleasant Avenue
MINUTES*

TELEPHONE
777-7737
AREA CODE 914

Stoeckhert
8/1/2017

July 24, 2017

TO: Board of Architectural Review
FROM: Dan Gray, Building Inspector

Minutes of the Board of Architectural Review meeting held on Thursday July 20, 2017 at 7:30 p.m. at Village Hall, 169 Mt. Pleasant Avenue, Mamaroneck, New York 10543

Present:

J. Malte Stoeckhert (JMS)
Dennis Cucinella (DC)
Larry Cohen (LC)
Maggie O'Neill excused
Vickie Hage excused

NEW BUSINESS:

1. 525 N. WAGNER AVENUE – ADDITION AND DECK
APPLICANT: STEVE KEARNEY – CONTRACTOR
Finishes to match existing, PVC decking and railing, vertical spindles not horizontal wire
Approved as submitted
Motion DC
Second JMS
Passed 3-0

2. 410 HEATHCOTE AVENUE – NEW HOUSE

APPLICANT: ED MORROW – WESTHCHESTER MODULAR CORP.

NOTE: needs ZBA approval for FAR

Light gray vinyl siding, slate gray asphalt roof

Approved as submitted

Motion LC

Second DC

Passed 3-0

3. 1070 BAY HEAD – WINDOWS, SIDING, ROOF WITH PARTIAL 3RD FLOOR ADDITION

APPLICANT: RICHARD HEIN – ARCHITECT

Fieldstone veneer along bottom, off white cedar siding, brown wood stained siding in small areas, dark window trim, light gray steel roof, gray Trex decking and cable railing

Approved as submitted

Motion DC

Second JMS

Passed 3-0

4. 500 RUSHMORE AVENUE – REPAIR DAMAGED BUILDING

APPLICANT: DAN NATCHEZ – AGENT

JOHN CUTSUMPAS – ARCHITECT

Hardi-Plank siding, colors to match existing, same asphalt roof, wood railing to match trim

The neighbor across the street (511 Rushmore) is concerned about the height of the building(s) since light shines in his window. Mr. Cutsumpas will take care of it now that he's aware of the situation.

Approved as submitted

Motion JMS

Second DC

Passed 3-0

5. 312 UNION AVENUE – SOLAR PANELS

APPLICANT: JOE – SOLAR LIBERTY

Black panels on the back of the house

Approved as submitted

Motion JMS

Second LC

Passed 3-0

6. 209 UNION AVENUE – INGROUND POOL

APPLICANT: ROBERT SHERWOOD – ARCHITECT

The pool will be 15' x 30' with bluestone coping, medium gray pool and tile, black aluminum fence

The next door neighbor is concerned about the fence location, possible blasting due to rockledge and drainage. Mr. Sherwood expects the fence to go inside the bushes. He doesn't know if they will hit rock, the neighbor will be notified in advance if blasting is necessary and mitigation will be done.

Approved as submitted

Motion DC

Second JMS

Passed 3-0

7. 338 PALMER AVENUE – NEW GARAGE

APPLICANT: SID SCHLOMANN – ARCHITECT

NOTE: ZBA approval received for side yard setback

Finishes to match existing – gray siding, charcoal roof and white door

Approved as submitted

Motion JMS

Second DC

Passed 3-0

8. 941 TAYLORS LANE – ADDITION, DECK ALTERATION AND FRONT STAIRS

APPLICANT: STEPHEN TILLY – ARCHITECT

NOTE: ZBA approved for front and rear yard setbacks

Siding and roof to match existing, copper railing at water table and sculptural steel front steps

Approved as submitted

Motion JMS

Second DC

Passed 3-0

Applicants must bring photographs of the subject premises and adjacent properties to the Building Department at the time of submission. If not received, your application will not be heard by the Board at this meeting.

Please inform the Building Department 48 hours prior to the meeting if you are unable to be in attendance.

NOTE: Any application that must return to the next meeting must be submitted to the Building Department no later than July 21, 2017 to be placed on the next agenda.

NEXT BAR MEETING IS TUESDAY AUGUST 1, 2017

Village of Mamaroneck, NY

Item Title: Minutes of the Board of Traffic Commission from August 10, 2017 and September 14, 2017.

Item Summary: Minutes of the Board of Traffic Commission from August 10, 2017 and September 14, 2017.

Fiscal Impact:

ATTACHMENTS:

Description

Type

minutesMamTraffic08102017

Cover Memo

MinutesMamTraffic091402017

Cover Memo

**VILLAGE OF MAMARONECK
BOARD OF TRAFFIC COMMISSIONERS
THURSDAY, AUGUST 10, 2017**

PRESENT: Chairman Myron Tannenbaum, John Figliomeni, Brian Kerr,
Joe Mazzullo, David Salko, Ed Zagajeski
Vincent Keck, Fire Department Liaison
ABSENT: Abby Roberts

Chairman Tannenbaum called to order the meeting at 7:30 p.m.

Old Business

1. Prospect Avenue and Fenimore Road

Mr. Tannenbaum discussed speeding from Prospect Avenue to Fenimore Road, and motorists running the stop sign. Mr. Keck compared this intersection to Beach and Tompkins Avenues. It was suggested that a slight bump out on Fenimore Road that is a measure used to extend the sidewalk and to reduce the crossing distance be considered. It also helps pedestrians who are about to cross, and approaching motorists, to better see one another.

Mr. Keck said that LED lights would work here, and asked about LED lights status discussed at an earlier meeting. Mr. Tannenbaum said the lights are still an open issue. Mr. Tannenbaum said he will follow up.

Mr. Salko suggested putting a stop sign at the end of the sidewalk bump out. He suggested signs from Prospect Avenue on Palmer Avenue and Fenimore Road and on other side of Fenimore Road.

Mr. Salko mentioned that residents suggested 14 traffic improvements at the last meeting that were good. He inquired about a Guidebook for certain traffic conditions.

Mr. Tannenbaum mentioned that the traffic study report is in Draft. He did not know when the report will be finalized.

Mr. Tannenbaum said he will speak with Dan Sarnoff.

2. Corner of Carroll Avenue and Lorena Street

It was noted that the stop sign is faded. Mr. Tannenbaum said he will contact DPW regarding the sign. Also, motorists do not always stop at the sign. Mr. Tannenbaum said that is an enforcement issue.

New Business

1. 124 Beach Avenue (Blocked Driveway)

Mr. Tannenbaum said a resident requested that lines be painted in the road at his address so that no one parks in the road that interferes with the resident's driveway area. The Board discussed and said it is an enforcement issue. The resident needs to call the police when this occurs.

2. Visual Obstructions on Corner of Maple and Prospect Avenue

The Board discussed the overgrown hedges at this location. Mr. Tannenbaum said the building department will be notified to contact the owner on cutting back the hedges.

3. Parking Along Fayette and Ogden Avenue

A business owner contacted the Village reporting that there is insufficient parking for his staff. He has allocated spaces but not enough. He suggested that the Village ban commercial trucks from overnight parking in the area. His staff gets in at 7 a.m. and there are no extra parking spaces available. Mr. Tannenbaum said the Village cannot provide parking for business owner's employees.

Mr. Mazzullo joined the meeting at 7:45 p.m.

Mr. Tannenbaum said this request has been presented to the Traffic Commission before. No action taken.

4. Center Avenue (One Way)

Mr. Tannenbaum said this matter has come before the Traffic Commission recently and a change was denied by the Board of Trustees as the Town of Mamaroneck wants the traffic flow direction to remain as is.

Mr. Keck requested that the flow of traffic return to one way from Concord Avenue to Rockland Avenue on Center Avenue (500-foot section). Currently, more turns are involved to connect with I-95 with the present traffic pattern.

On motion of Mr. Keck, seconded by Mr. Salko, Center Avenue be changed to one-way from Concord Avenue to Rockland Avenue. Motion passed unanimously.

5. Harmon Drive from Waverly Avenue to Weaver Street one way

Resident requested the traffic pattern be changed to one way on Harmon Drive from Waverly Avenue to Weaver Street. Mr. Tannenbaum said this suggested change is not in the Village's jurisdiction. No action taken.

Other

- Mr. Salko mentioned that the sign to be put on the pole at Harbor Island for the right-hand turn is not up.
- Mr. Tannenbaum said that the speed limit is changing on the Boston Post Road at Mamaroneck high school. Mr. Kerr mentioned that on August 29 at 11 a.m. the new speed limit sign will be uncovered.
- Mr. Kerr mentioned that at an earlier meeting a left turn from Wagner to West Boston Post Road was discussed. Mr. Kerr noted that there is no left turn onto the Boston Post Road from Wagner Avenue.
- Mr. Zagajeski commented that the use of speed bumps on Village streets was not supported. At an earlier meeting, the Assistant Village Manager gave the rationale. This was conveyed to the residents of Tompkins and Beach Avenues. The Draft traffic study refers to speed bumps. He said conflicting information is being given to concerned residents who suggested the use of speed bumps to slow down traffic.
- Mr. Mazzullo raised the matter of passed motions where no action has been taken over a reasonable amount of time such as on Hunter Street and Park Avenue.

Mr. Keck mentioned that the use of LED lights for the yellow sign by the Firehouse is still an open issue. Mr. Tannenbaum said he will speak with Mr. Sarnoff on LED lights to be used within the Village.

- Mr. Tannenbaum said that for the September meeting there will be no Agenda items but a general meeting with the new Village Manager, Assistant Village Manager, Mayor (liaison), and Mr. DeAlmeida, Village Engineer. Ms. Hohlweck will e-mail Ms. DeCunzo in the Village office to set this up. Discussions will include motions passed that have not been acted on, along with other concerns.

Minutes

1. Draft May Minutes

On motion of Mr. Kerr, seconded by Mr. Zagajeski, the Minutes of the May meeting were approved. Motion passed unanimously.

2. Draft June Minutes

On motion of Mr. Kerr, seconded by Mr. Zagajeski, the Minutes of the June meeting were approved. Motion passed unanimously.

3. Draft July Minutes

On motion of Mr. Kerr, seconded by Mr. Zagajeski, the Minutes of the July meeting were approved as changed. Motion passed unanimously.

Adjournment

On motion of Mr. Zagajeski, seconded by Mr. Mazzullo, the meeting was adjourned at 8:30 p.m. Motion passed.

PREPARED BY:
Anne Hohlweck

RESPECTFULLY SUBMITTED BY:
Agostino A. Fusco
Clerk-Treasurer

**VILLAGE OF MAMARONECK
BOARD OF TRAFFIC COMMISSIONERS
THURSDAY, SEPTEMBER 14, 2017**

PRESENT: Acting Chairman, Brian Kerr, John Figliomeni,
David Salko, Abby Roberts
Vincent Keck, Fire Department Liaison
Officer Gaglione, Police Department Liaison
ABSENT: Myron Tannenbaum, Ed Zagajeski, Joe Mazzullo

Acting Chairman Brian Kerr called to order the meeting at 7:32 p.m.

Mr. Kerr said Mr. Tannenbaum is unable to attend the meeting tonight.

New Business

1. Fenimore Road & Prospect Avenue intersection, parking

Katherine and Jim Desmond stated that they have been long time residents. Mrs. Desmond said that the intersection has worsened over time and something needs to be done. Her suggestions were to eliminate two parking spaces at the intersection to improve visibility; paint the corner crosswalk; and put a flasher light on the sign similar to what Harrison has. Mrs. Desmond noted that the 'no parking' spaces have cars parked in them.

Mrs. Desmond said that ticketing is necessary to get the ball rolling, and police need to enforce illegal parking and speeding.

Mr. Keck stated that there are channels to follow. Matters voted on go to the Board of Trustees for review. Everything mentioned is being worked on. The Village is looking into solar LED signs. He said a traffic study was done recently.

Officer Gaglione said that Fenimore Road is a county road and the county would have to be consulted on any proposed changes.

Mr. Desmond mentioned that there have been three accidents that he knows of at this intersection in the past three weeks.

Ms. Roberts said that there is a lack of enforcement in the Village.

Discussions to continue. Put on October agenda.

2. Cortlandt Avenue - switch back parking to the north side

Mr. David Burger and Nikita Majic-Rembic appeared to discuss the change of parking from the north side back to the south side. Mr. Burger stated that he was surprised to find that parking had changed as Ms. Majic-Rembic in 2013 came before the Board to have the parking put on the north side where there are sidewalks. It made more sense to have it that way.

Mr. Keck said the ladder truck would have to go back to test drive the street. He said there should be no parking on this street.

Officer Gaglione said many of the streets within the Village have difficult parking.

Ms. Majic-Rembic said the north side of the street has sidewalks. One needs to walk in the road on the south side.

Anne Worthey, resident, stated that there are snow issues with current parking.

The Board members said that they will review the previous notes on this matter. Put on October agenda.

3. Carpenter Place Traffic, Safety including Rockland and Fulton Avenues

A resident sent a letter to the Superintendent of Schools and copied Myron Tannenbaum. Mr. Keck noted that most of the writer's requests pertain to school matters.

Ms. Roberts recommended installing sidewalks as a safety measure. Mr. Salko asked of Ms. Roberts to provide detailed sidewalk data that will be helpful in the Board's discussions.

Officer Gaglione mentioned that the writer is not asking for a sidewalk to be installed.

Mr. Keck said there is a sidewalk, and that the high school fence fell over.

The writer said she notified the Jewish Center on Rockland Avenue twice to trim bushes and trees that block visibility of the Stop sign. Put on October agenda.

Other

- Traffic Studies. Ms. Roberts said that she has not seen the recent Draft Traffic study and said the Commissioners should have a copy of all Village Traffic studies. Members agreed.

On motion of Ms. Roberts, seconded by Mr. Figliomeni, Traffic Commissioners are to have access to all Village traffic studies. Motion passed.

- Mr. Figliomeni said that his relative lives at 975 Louise Street and is requesting a handicap parking spot in front of the house. Put on October agenda.

- Ms. Roberts revisited installing a sidewalk on Old Post Road as a safety measure.

- Ms. Roberts discussed cars parked in the back of Equinox. She requested that parking be removed. Officer Gaglione said there were five spots and now there are four.
Put both on October agenda.

- Mr. Figliomeni requested that for the October meeting that the Village Manager, Assistant Village Manager, Mayor (liaison), and Mr. DeAlmeida, Village Engineer, attend. Ms. Hohlweck will e-mail Ms. DeCunzo to set this up. Discussions will include motions passed that have not been acted on, along with other traffic concerns.

Minutes

1. Draft August Minutes

On motion of Mr. Salko, seconded by Mr. Keck, Minutes of the August meeting were approved as submitted. Motion passed unanimously.

Adjournment

On motion of Mr. Keck, seconded by Mr. Figliomeni, the meeting was adjourned at 8:32 p.m. Motion passed.

PREPARED BY:
Anne Hohlweck

RESPECTFULLY SUBMITTED BY:
Agostino A. Fusco
Clerk-Treasurer