

**Board of Trustees Agenda**

**VILLAGE OF MAMARONECK BOARD OF TRUSTEES AGENDA**  
**September 11, 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

MAYOR'S REPORT- THIS IS MAMARONECK

- A. Thank You and Acknowledgement to the VOMFD for its Quick Response and Action Responding to a Student Trapped Under a Vehicle at MHS

COMMUNICATION TO THE BOARD

- A. CTB I

1. 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
- B. Public Hearing on PLL-P - Microbrewery Legislation Version 3
- C. Public Hearing on PLL-P - Microbrewery Legislation Version 4
- D. Public Hearing on PPL-Q - Clarifying Village Code on Member Clubs and Uses in the MR Zone
- 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

2. AUDIT OF BILLS

- A. Abstract of Audited Vouchers

3. OLD BUSINESS

- A. None

4. NEW BUSINESS

- A. Resolution Authorizing The Sale Of Surplus Vehicles And Equipment
- B. Resolution Authorizing Acceptance of Marine Center Donations
- C. Resolution Authorizing NYSDOT Snow & Ice Agreement for 2017-18
- D. Resolution Authorization Of Road Closures To Hold The Annual Inspection Of The Village Of Mamaroneck Fire Department

- E. Resolution Authorization To Execute A Lease Agreement With Larchmont-Mamaroneck Community Television (LMC-TV) To Lease Village Owned Property
  - 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.
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. None
9. MINUTES - COMMISSIONS, BOARDS, COMMITTEES
- A. Minutes of the Board of Trustees Work Session, Regular Meeting and Special Meetings from August 14, 24 & 28.

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:

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Cablevision Channels: 75, 76 & 77

And Streamed on the Web: [www.lmc-tv.org](http://www.lmc-tv.org)

## Village of Mamaroneck, NY

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**Item Title:** Video

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

**Fiscal Impact:**

## Village of Mamaroneck, NY

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**Item Title:** Thank You and Acknowledgement to the VOMFD

**Item Summary:** Thank You and Acknowledgement to the VOMFD for its Quick Response and Action Responding to a Student Trapped Under a Vehicle at MHS

**Fiscal Impact:**

**Village of Mamaroneck, NY**

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**Item Title:** CTB I

**Item Summary:** CTB I

**Fiscal Impact:**

## Village of Mamaroneck, NY

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**Item Title:** 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

**Item Summary:** 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

**Fiscal Impact:**

### ATTACHMENTS:

<u>Description</u>	<u>Type</u>
PLL-O-2017 scheduling public hearing - Defense of Certain Village Employees in Administrative Proceedings	Cover Memo
PLL O	Cover Memo
Item 3C	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 11<sup>th</sup> 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 O-2017 – 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.

PLEASE TAKE FURTHER NOTICE that a copy of the Proposed Local Law O-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 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:

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

*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.**

*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.

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 3C – AGENDA REGULAR MEETING

**RESOLUTION RE:**

**CALLING FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW O-2017 – AMENDING  
VILLAGE CODE CHAPTER 36 (ETHICS) TO PROVIDE FOR DEFENSE OF VILLAGE  
OFFICIALS/VOLUNTEER BOARD MEMBERS IN ADMINISTRATIVE PROCEEDINGS**

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 O-2017 to amend Chapter 36 of the Village Code, “Ethics” as it relates to the provision of defense for village officials & volunteer board members in administrative proceedings; and be it further

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

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**Item Title:** Public Hearing on PLL-P - Microbrewery Legislation Version 3

**Item Summary:** Public Hearing on PLL-P - Microbrewery Legislation Version 3

**Fiscal Impact:**

**ATTACHMENTS:**

**Description**

**Type**

PLL-P-2017 scheduling public hearing Sep 11-17 - Microbreweries

Cover Memo

4th revised draft PLL re 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

3rd revised draft PLL re microbreweries

Cover Memo

EnhancedEAF 9-8-17 PLL-P Version 3

Cover Memo

Narrative 9-8-17 PLL-P Version 3

Cover Memo

seafpartone\_microbreweries 9-8-17 PLL-P Version 3

Cover Memo

seafpartwoandthree 9-8-17 PLL-P Version 3

Cover Memo

VOM\_CAF 9-8-17 PLL-P Version 3

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 11<sup>th</sup> 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 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 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 24, 2017

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 C-1 zoning district and a portion of the C-2 zoning district

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.**

**BREW PUB**

**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 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 keging.**

**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.**

**DISTILLERY**

**An establishment in which liquor is manufactured for sale which has the capacity to produce more than 10,000 gallons of liquor per year and 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.**

## **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 15,000 barrels of beer per year and does not produce more than 15,000 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 10,000 gallons of cider per year and which does not produce more than 10,000 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 10,000 gallons of liquor per year and which does not produce more than 10,000 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 2,000 cases of wine per year and which does not produce more than 2,000 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 which is primarily used for the manufacture of craft beer, has a brewing system limited to a three barrel production system or less and 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.**

## TASTING ROOM

**An establishment or portion of a manufacturing establishment that allows customers to taste samples of beer, wine or liquor and may include the sale of such products in addition to related items, marketing events, special events, entertainment and food sales.**

## 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.

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

### *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, and further provided that**

- [1] the premises are located along Hoyt Avenue and within 500 feet of the M-1 Manufacturing District;**
- [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;**
- [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;**
- [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;**

**[5] there is no outdoor storage; and**

**[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.**

*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, microcidery, 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.*

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 9.*

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 10.*

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

*Village Hall At The Regatta*

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OFFICE OF  
ROBERT YAMUDER  
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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

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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

<b>Uses</b>	<b>Number of Spaces Required</b>
<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.

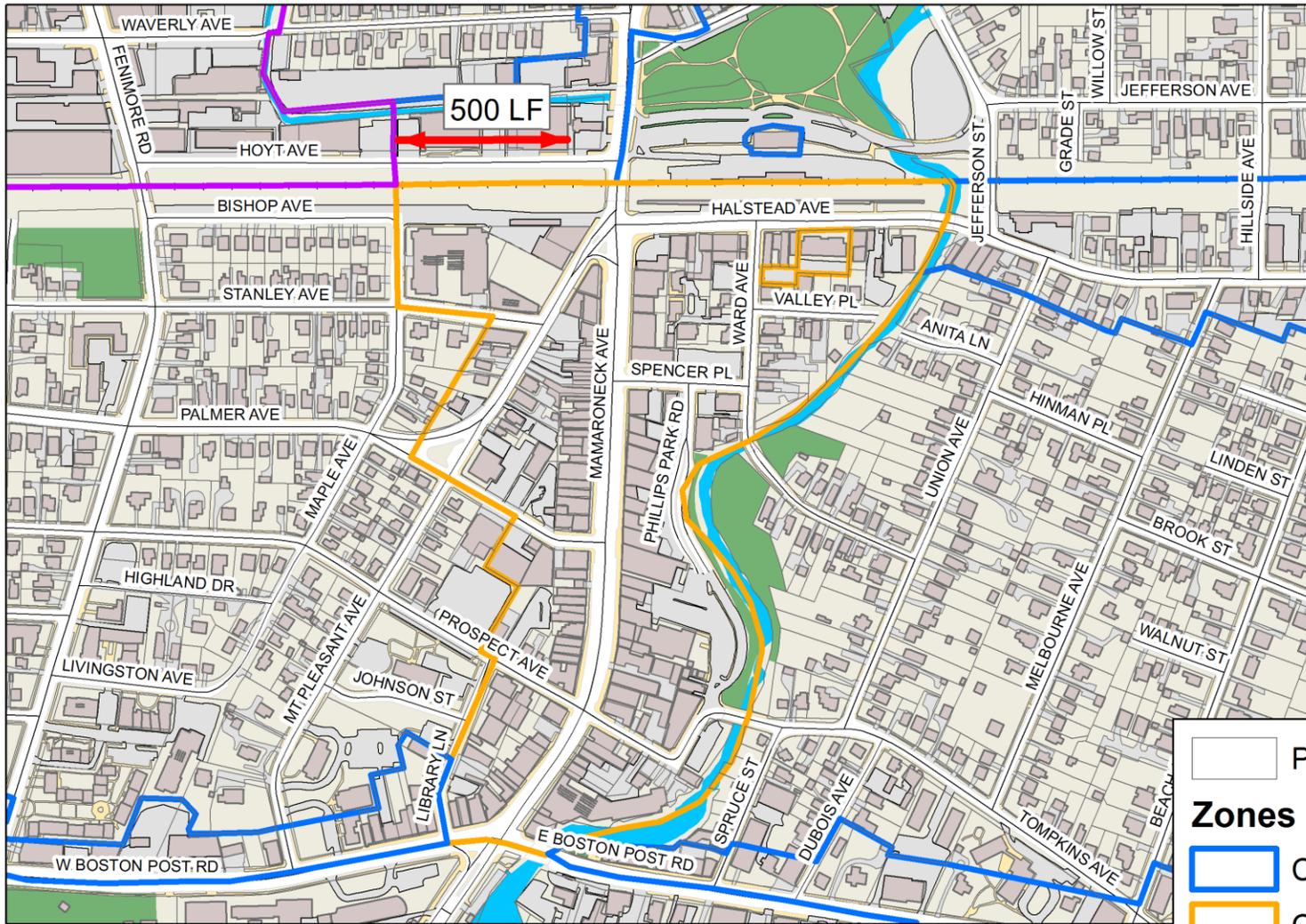
## **Narrative Description of Proposed Action**

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.



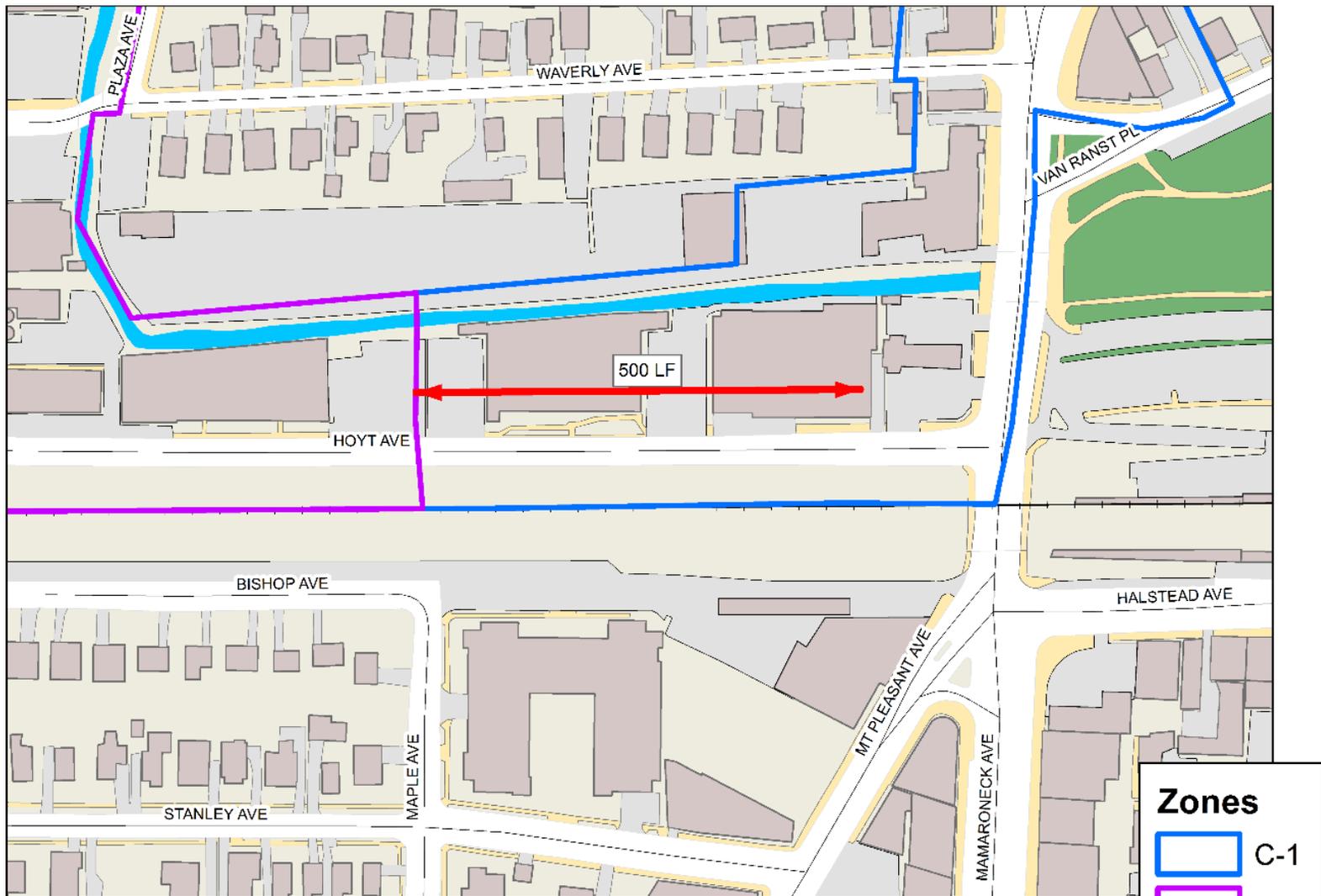
Sources: Westchester County GIS,  
Planning Department

0 170 340 680 1,020 1,360 Feet



	Parcel
<b>Zones</b>	
	C-1
	C-2
	M-1

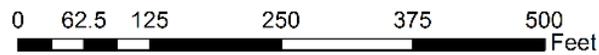
# 500 Feet from M-1



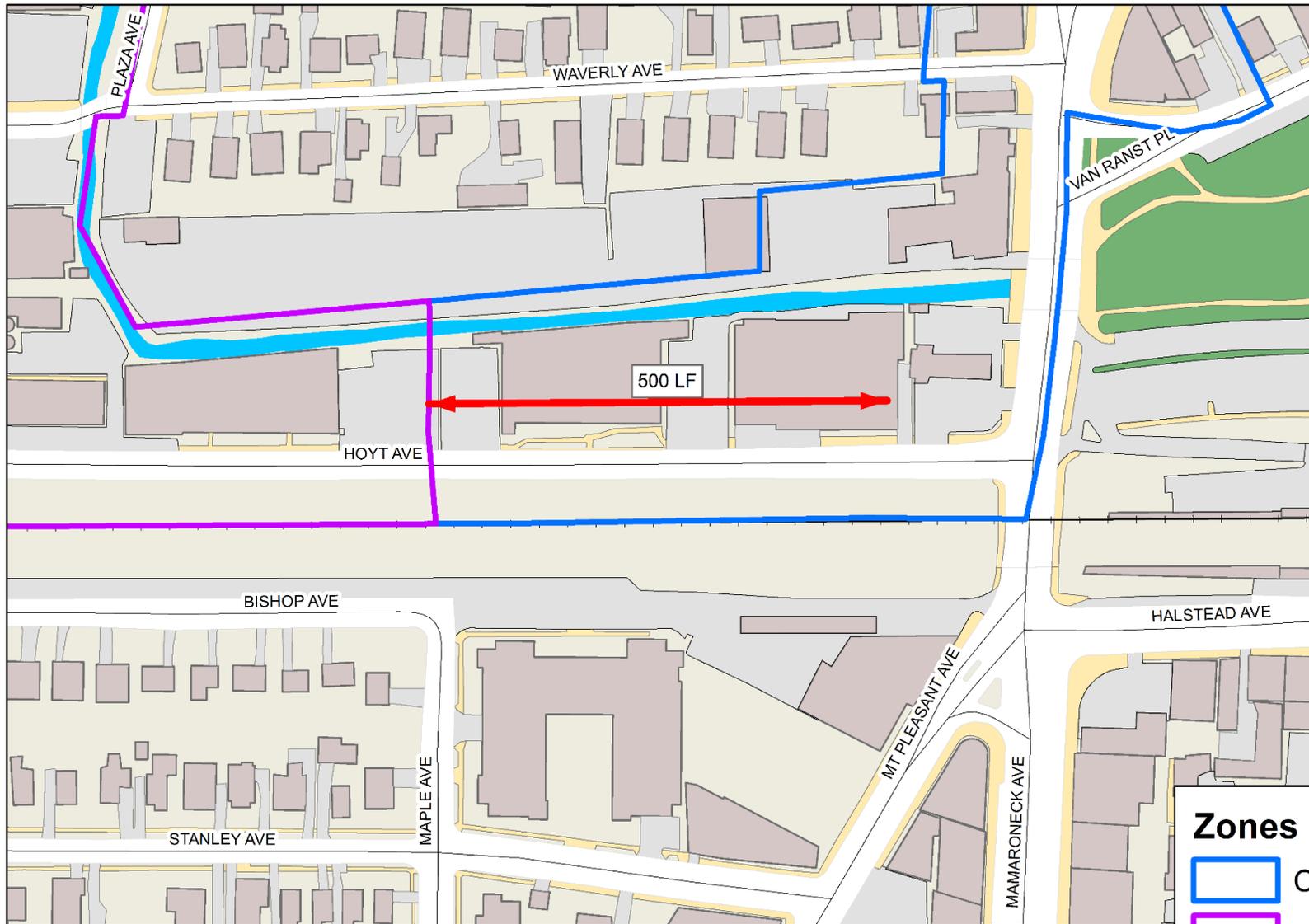
**Zones**

- C-1
- M-1

Sources: Westchester County GIS,  
Planning Department



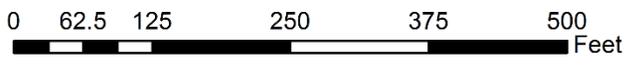
# 500 Feet from M-1



**Zones**

- C-1
- M-1

Sources: Westchester County GIS, Planning Department



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 C-1 zoning district and a portion of the C-2 zoning district

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.**

**BREW PUB**

**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 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 og which is used for brewing, bottling and kegging.**

**BREWERY**

**An establishment in which beer is manufactured which has the capacity to produce more than 15,000 barrels of beer per year, 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.**

**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.**

**CIDERY**

**An establishment in which cider is manufactured for sale which has the capacity to produce more than 10,000 gallons of cider per year 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.**

#### **DISTILLERY**

**An establishment in which liquor is manufactured for sale which has the capacity to produce more than 10,000 gallons of liquor per year and 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.**

#### **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 15,000 barrels of beer per year and does not produce more than 15,000 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 10,000 gallons of cider per year and which does not produce more than 10,000 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 10,000 gallons of liquor per year and which does not produce more than 10,000 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 2,000 cases of wine per year and which does not produce more than 2,000 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 which is primarily used for the manufacture of craft beer, has a brewing system limited to a three barrel production system or less and 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.**

## **TASTING ROOM**

**An establishment or portion of a manufacturing establishment that allows customers to taste samples of beer, wine or liquor and may include the sale of such products in addition to related items, marketing events, special events, entertainment and food sales.**

## **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.**

## **WINERY**

**An establishment in which wine is manufactured for sale which has the capacity to produce more than 2,000 cases of wine per year and which is permitted to sell wine 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 Liquor Authority.**

### *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.

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

*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, and further provided that**

**[1] the premises is located within 500 feet of the M-1 Manufacturing District;**

**[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;**

**[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;**

**[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;**

**[5] there is no outdoor storage unless expressly allowed as part of an approved site plan;**

**[5] 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; and**

**[6] the Planning Board may modify off-street parking requirements, if any, upon finding that there will be no adverse impacts from imposing a lesser parking requirement.**

*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, microcidery, 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 (1), as follows:

- (1) 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.*

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 9.*

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 10.*

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.



# Enhanced Environmental Assessment Form Part 3

Micro-Alcohol Establishments- Proposed Local Law P, 2017 (Version 3)

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## *Introduction*

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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 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.

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## *Analysis of Use and Dimensional Changes per Zone*

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### **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.<sup>1</sup> 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 adverse odors, dust, vibration, noise, effluent, excessive wastewater, or other external impacts that cause a significant 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.

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

## C-2 Zoning Comparison Existing Use and Proposed Use

Existing:	Proposed:
<p data-bbox="250 321 812 401"><b>1) Manufacturing in Commercial Districts (342-47)</b></p> <p data-bbox="203 411 821 793">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 data-bbox="250 846 818 884"><b>2) Restaurants and Bars by Special Permit</b></p>	<p data-bbox="849 317 1338 354"><b>Only nanobreweries and brewpubs.</b></p> <p data-bbox="849 394 1422 432"><b>By Reference to C-1 Permitted Uses 342-30</b></p> <p data-bbox="849 432 1442 642">(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 data-bbox="849 642 1442 716">[1] the premises is located within 500 feet of the M-1 Manufacturing District;</p> <p data-bbox="849 716 1468 999">[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 data-bbox="849 999 1435 1178">[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 data-bbox="849 1178 1463 1423">[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 data-bbox="849 1423 1474 1497">[5] there is no outdoor storage unless expressly allowed as part of an approved site plan;</p> <p data-bbox="849 1497 1474 1743">[5] 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; and</p> <p data-bbox="849 1743 1442 1885">[6] the Planning Board may modify off-street parking requirements, if any, upon finding that there will be no adverse impacts from imposing a lesser parking requirement.</p>

## C-1 Zoning Comparison Existing Use and Proposed Use

Existing:	Proposed:
<p><b>1) Micro-alcohol production Not Permitted</b></p> <p><b>2) Restaurants and Bars by Special Permit</b></p>	<p><b>342-30(A)(1)</b></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 is located 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 unless expressly allowed as part of an approved site plan;</p> <p>[5] 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; and</p> <p>[6] the Planning Board may modify off-street parking requirements, if any, upon finding that there will be no adverse impacts from imposing a lesser parking requirement.</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 <sup>2</sup>	3.8

Aside from microbrewery all other trip generations are based on the ITE Trip Generation 9<sup>th</sup> 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

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<sup>2</sup> 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.<sup>3</sup>) 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%.<sup>4</sup> 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.<sup>5</sup> 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

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

<sup>4</sup> 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/>.

<sup>5</sup> "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

The proposed local law would give the Planning Board flexibility to modify off-street parking requirements. This will allow for reduced parking requirements where appropriate and gives the Planning Board the ability to encourage the use of space for other purposes that may further mitigate environmental impacts. For example, the Planning Board may encourage additional landscaping, which will reduce impervious surfaces, reduce the use of petroleum-based pavements, boost the absorption of storm water, and provide aesthetic screening from adjacent properties.

Research has shown that excessive off-street parking requirements create “induced demand” in which abundant parking encourages automobile use, which in turn creates additional demand for parking.<sup>6</sup> Research also suggests that reducing or eliminating parking requirements encourages walkability and vibrancy whereas excessive parking requirements promote indolence, detract from urban vitality, and

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<sup>6</sup> Mukhija, Vinit, and Donald Shoup. "Quantity versus Quality in Off-Street Parking Requirements." *Journal of the American Planning Association* 72, no. 3 (2006): 296-308.

lead to increased air pollution and carbon emissions.<sup>7</sup> This is more pronounced in downtown areas that are proximate to transit (as is the case of the proposed legislation), where transportation alternatives are in fact a viable option and disincentives to automobile use may lead to *increases* in transit use and *reductions* in automobile use (and the associated negative externalities of auto use).<sup>8</sup> In addition, the legislation allows the Planning Board to study and consider shared parking arrangements and specific business conditions. Lastly, it permits the Planning Board to review parking comprehensively throughout the site planning process. The flexibility given allows the Planning Board to consider the importance of context and in turn create better and more sustainable outcomes. For the reasons outlined above the proposed law is not expected to have a significant adverse environmental impact in terms of parking.

## 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

<sup>7</sup> Frank, Lawrence D., Peter O. Engelke, and Thomas L. Schmid. *Health and community design: the impact of the built environment on physical activity*. Washington, D.C.: Island Press, 2003.

<sup>8</sup> *Mode shift in the 1990s: how subway and bus ridership outpaced the auto in market share gains in New York City*. New York, NY: Schaller Consulting, 2001. <http://www.schallerconsult.com/pub/modeshft.pdf>

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.

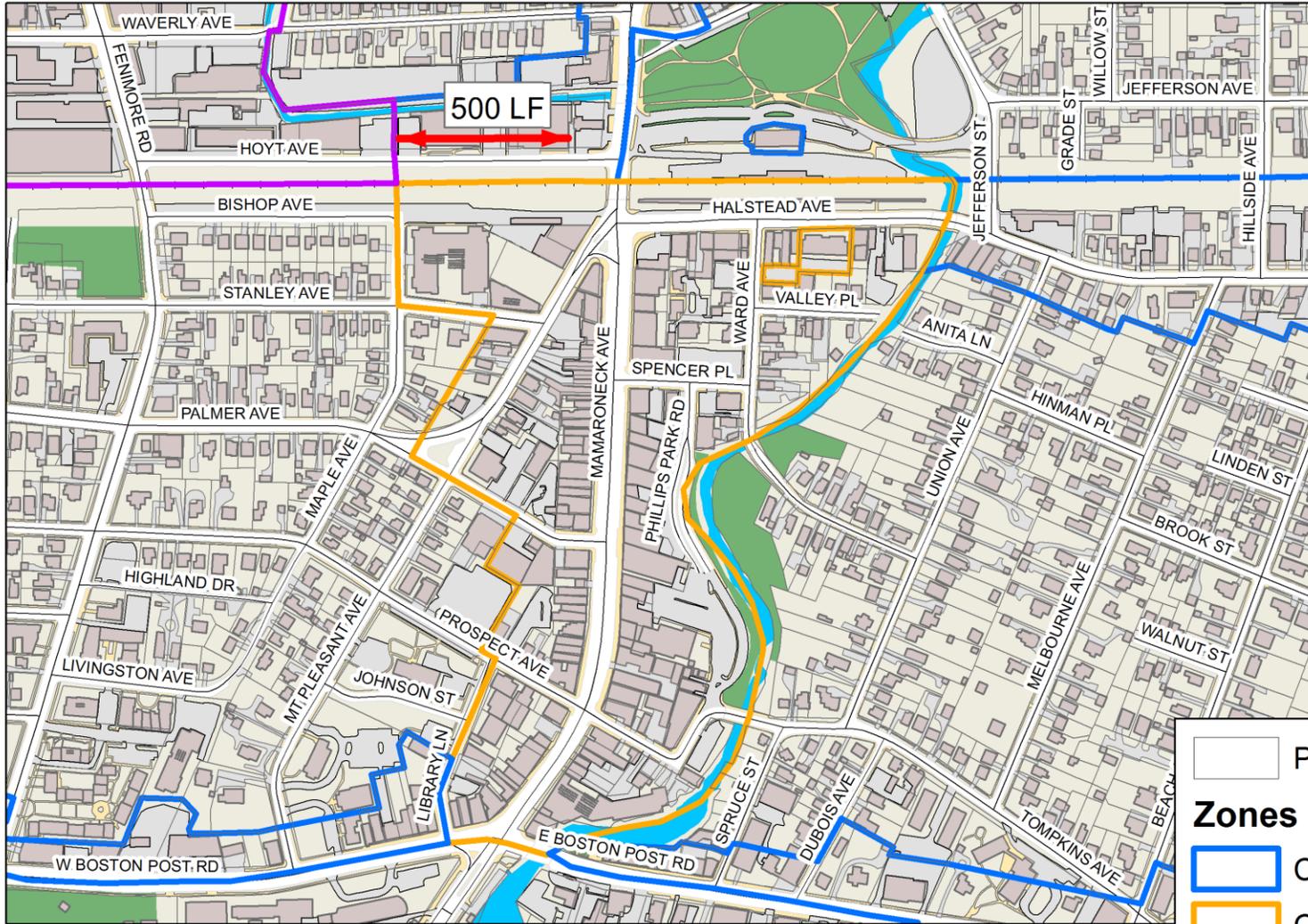
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### *Flooding*

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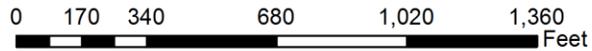
As stated earlier the majority of the downtown and all of the properties in the C-1 that fall within 500 feet of an M-1 district are fully built-out. It is unlikely that any full-scale redevelopment will occur with the express intent of hosting a micro-alcohol facility, and therefore there is no expected 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

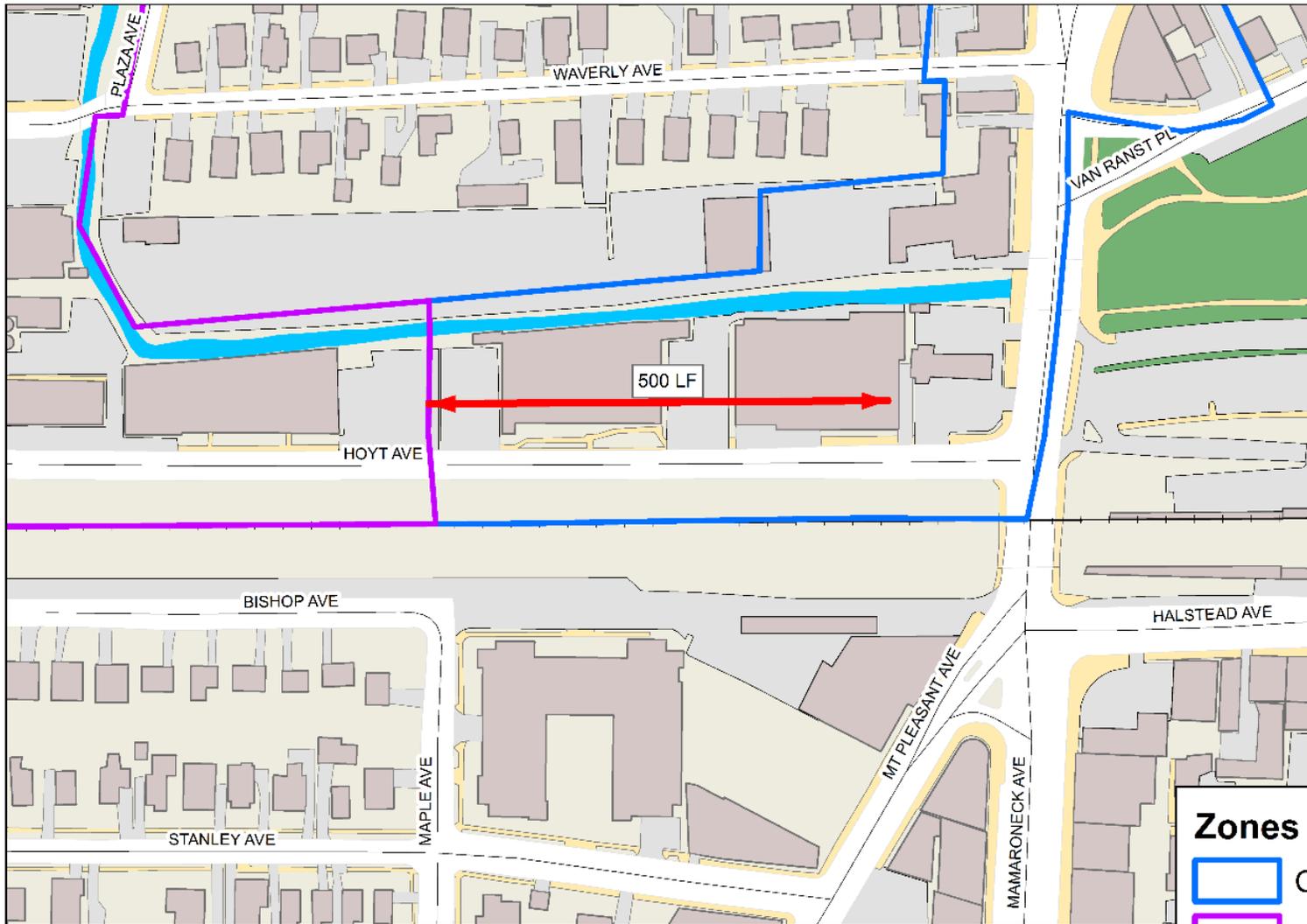


	Parcel
<b>Zones</b>	
	C-1
	C-2
	M-1

Sources: Westchester County GIS,  
Planning Department



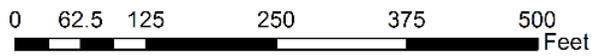
# 500 Feet from M-1



**Zones**

- C-1
- M-1

Sources: Westchester County GIS,  
Planning Department



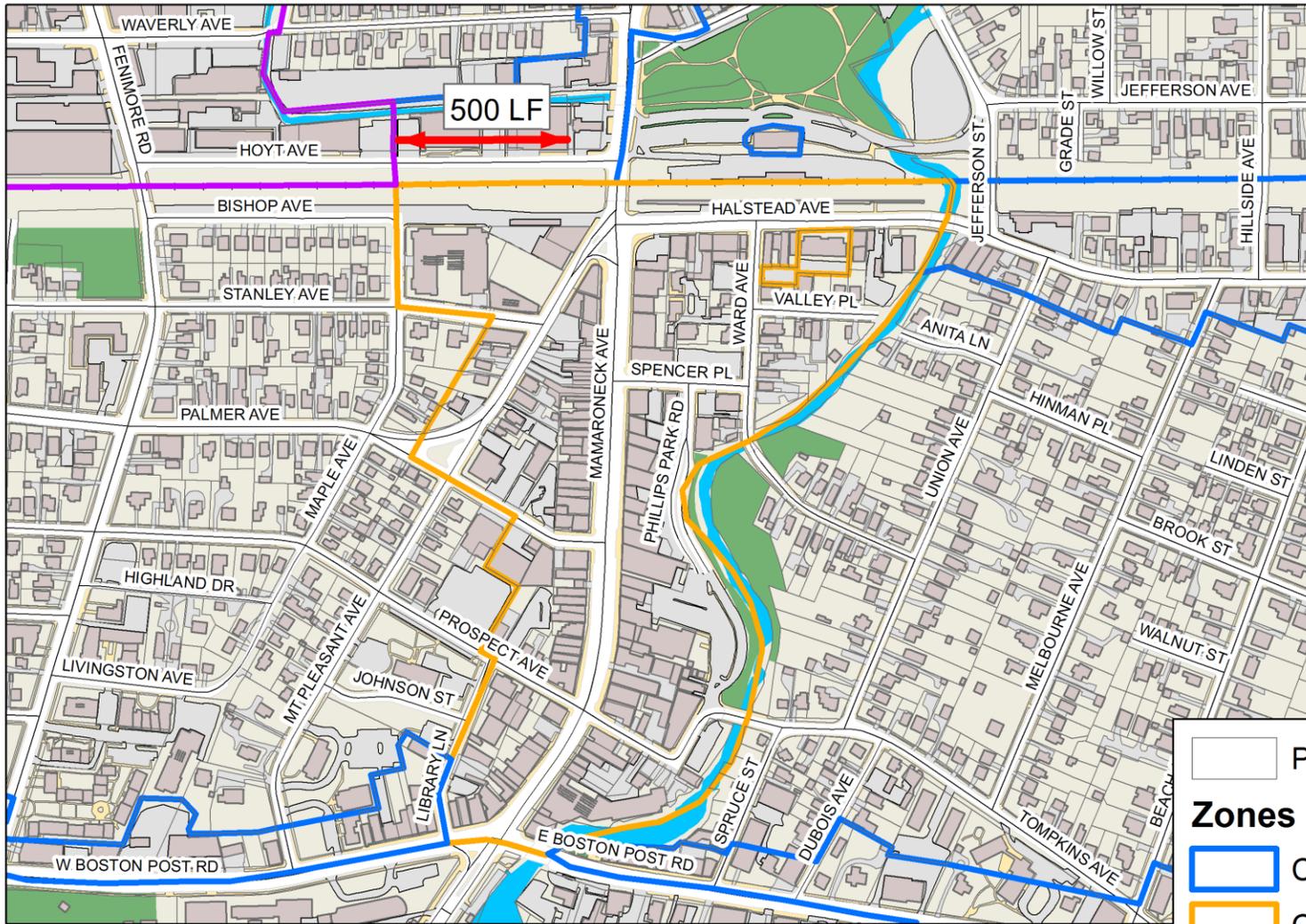
## **Narrative Description of Proposed Action**

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 75 sf, whichever is greater.

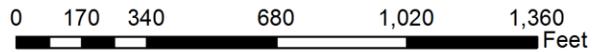
The law is a result of the efforts of the Planning Board in reviewing the viability of microbrewery uses in the Village of Mamaroneck. The Planning Department's review indicates that the proposed legislation is consistent with the Village's Comprehensive Plan, which seeks to strengthen and expand economic 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.

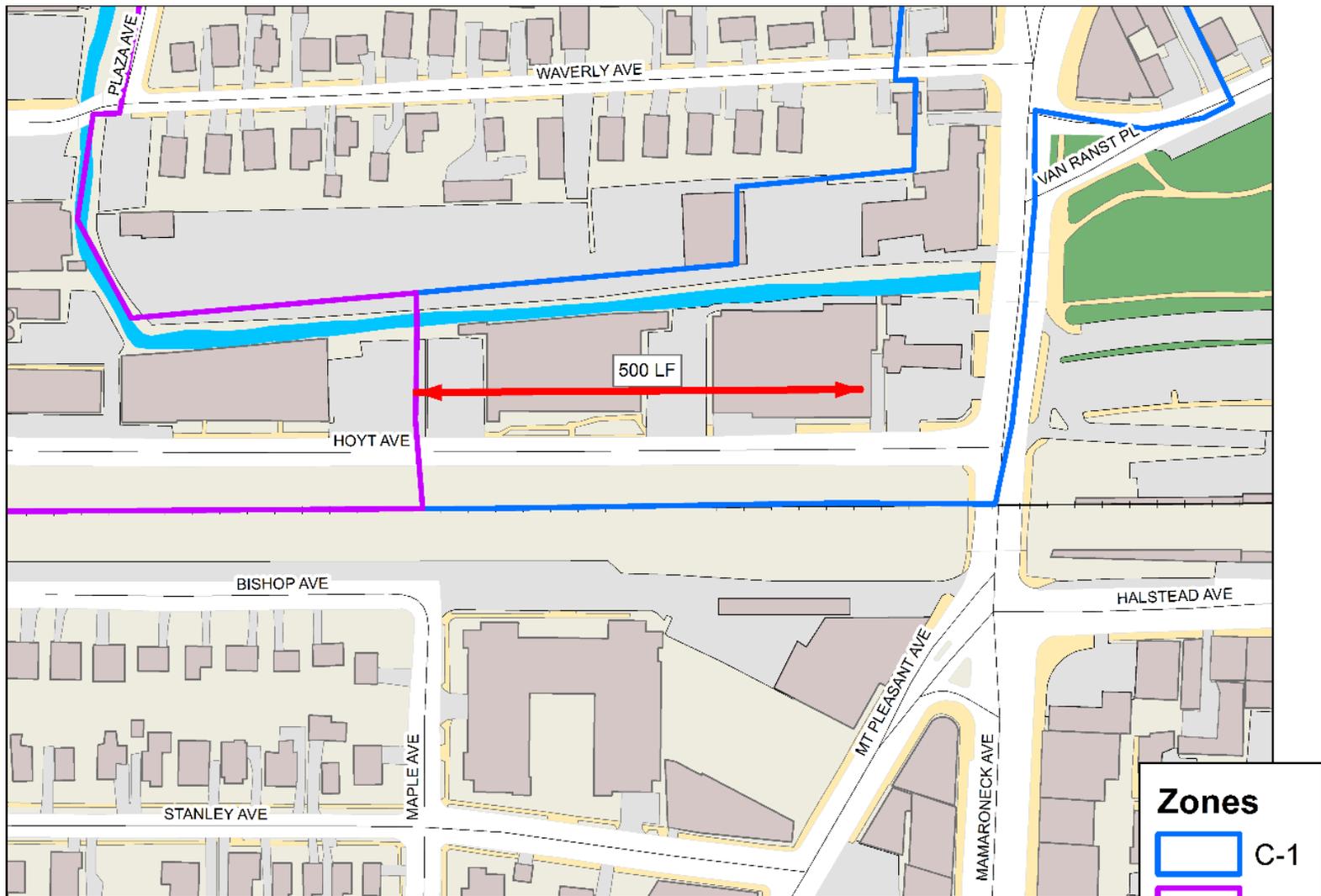


Sources: Westchester County GIS,  
Planning Department

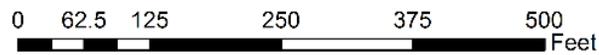


	Parcel
<b>Zones</b>	
	C-1
	C-2
	M-1

# 500 Feet from M-1



Sources: Westchester County GIS,  
Planning Department



**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.

<b>Part 1 - Project and Sponsor Information</b>				
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.			<b>NO</b>	<b>YES</b>
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:			<b>NO</b>	<b>YES</b>
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				



<p>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)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: _____</p>		

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?”

	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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 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"/> |
| <br><b>C. Will the proposed activity require any of the following:</b>  |                          |                                     |
| 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 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 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

## Village of Mamaroneck, NY

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**Item Title:** Public Hearing on PLL-P - Microbrewery Legislation Version 4

**Item Summary:** Public Hearing on PLL-P - Microbrewery Legislation Version 4

**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

seafpartwoandthree 9-8-17 Pll-P Version 4

Cover Memo

VOM\_CAF 9-8-17 Pll-P Version 4

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 11<sup>th</sup> 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.

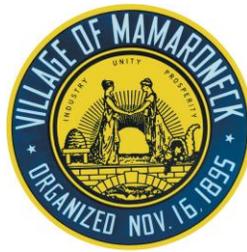
PLEASE TAKE FURTHER NOTICE that at said public hearing, all persons interested will be given an opportunity to be heard.

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

Tel (914) 777-7703

Fax (914) 777-7760

AUGUST 14, 2017

ITEM 3B – AGENDA REGULAR MEETING

**RESOLUTION RE:**

**SCHEDULING A PUBLIC HEARING ON PLL P-2017 TO ALLOW  
MICROBREWERIES 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

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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

<b>Uses</b>	<b>Number of Spaces Required</b>
<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.

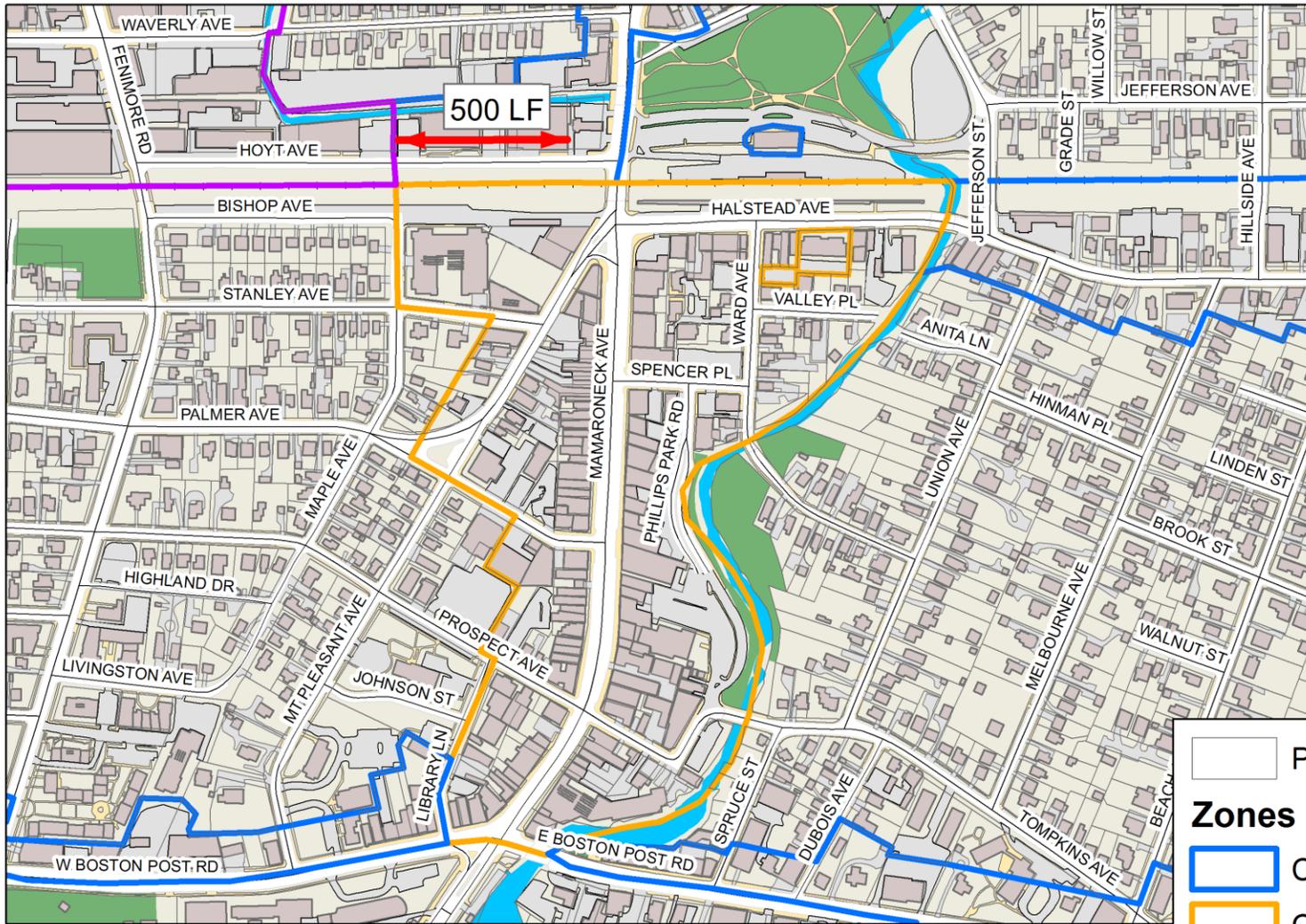
## **Narrative Description of Proposed Action**

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.



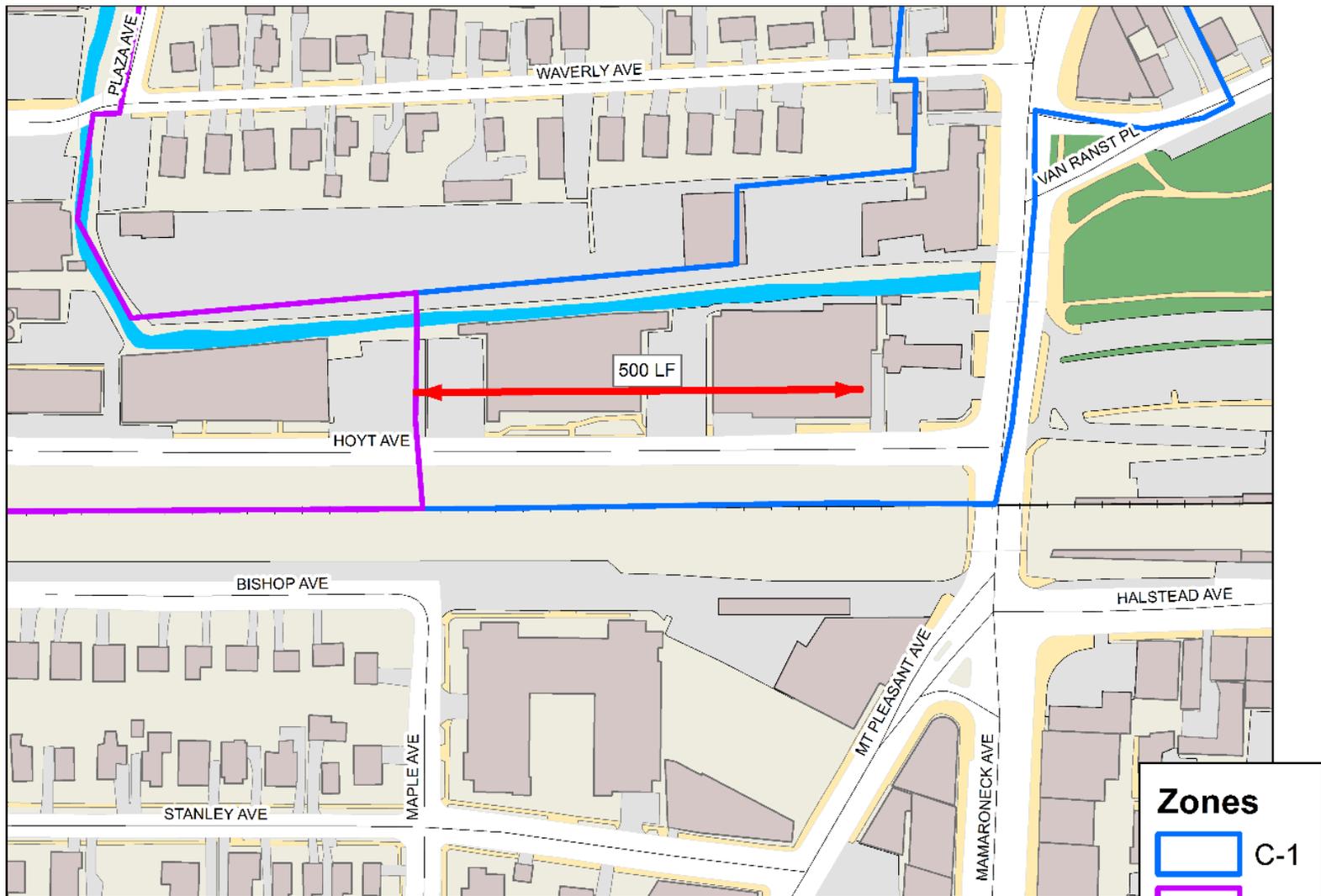
Sources: Westchester County GIS,  
Planning Department

0 170 340 680 1,020 1,360  
Feet



	Parcel
<b>Zones</b>	
	C-1
	C-2
	M-1

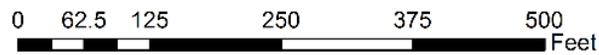
# 500 Feet from M-1



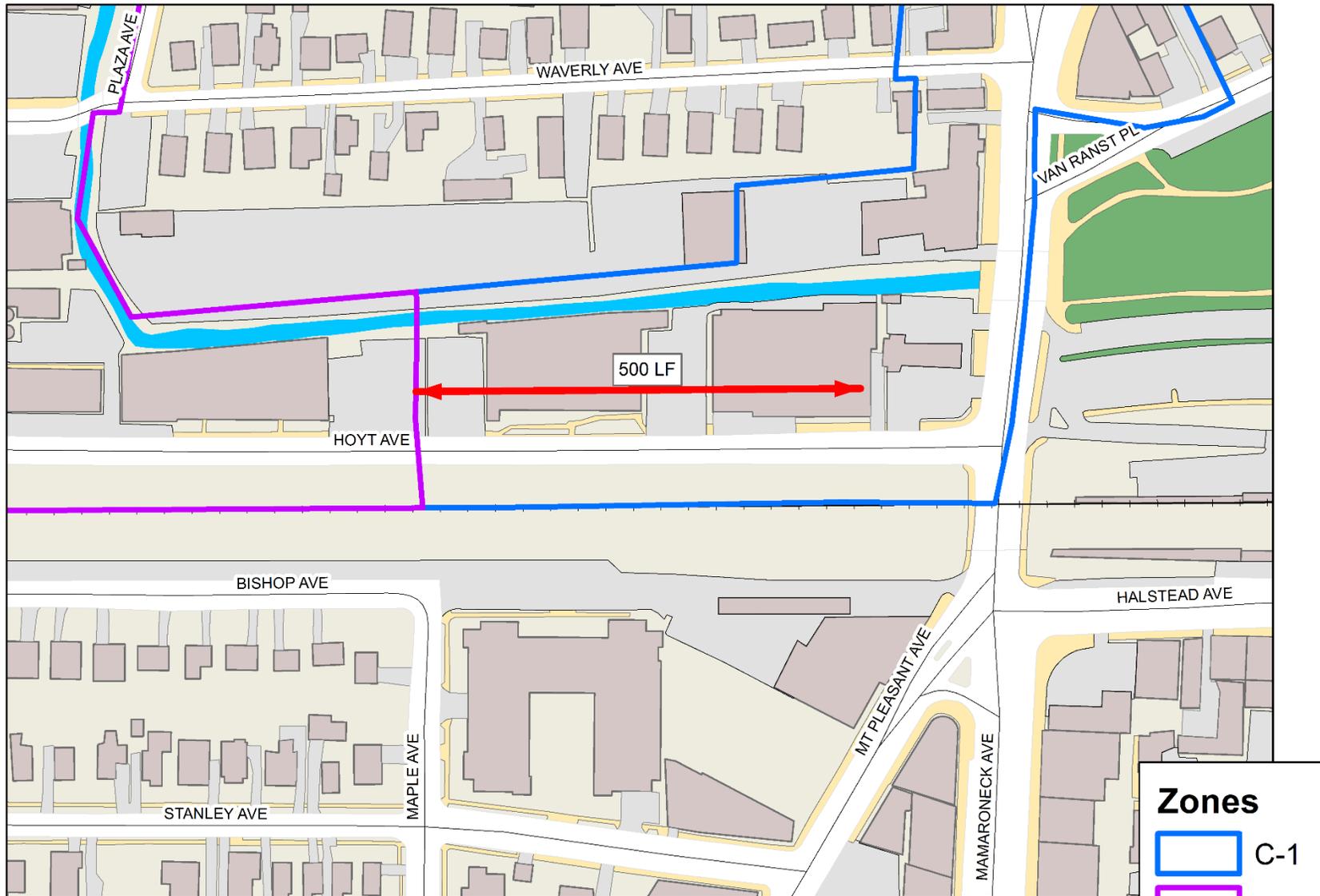
**Zones**

- C-1
- M-1

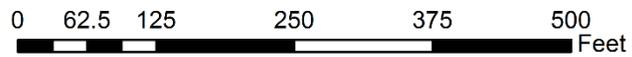
Sources: Westchester County GIS,  
Planning Department



# 500 Feet from M-1



Sources: Westchester County GIS,  
Planning Department



**Zones**

- C-1
- M-1



# Enhanced Environmental Assessment Form Part 3

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

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## *Introduction*

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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.

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## *Analysis of Use and Dimensional Changes per Zone*

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### **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.<sup>1</sup> 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.

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

## C-2 Zoning Comparison Existing Use and Proposed Use

Existing:	Proposed:
<p data-bbox="253 323 812 401"><b>1) Manufacturing in Commercial Districts (342-47)</b></p> <p data-bbox="204 411 821 793">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 data-bbox="253 848 818 884"><b>2) Restaurants and Bars by Special Permit</b></p>	<p data-bbox="854 317 1318 352"><b>Only nanobreweries and brewpubs.</b></p> <p data-bbox="854 390 1399 426"><b>By Reference to C-1 Permitted Uses 342-30</b></p> <p data-bbox="854 428 1468 716">(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 data-bbox="854 653 1399 716">[1] the premises are located along Hoyt Avenue and within 500 feet of the M-1 Manufacturing District;</p> <p data-bbox="854 764 1468 1052">[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 data-bbox="854 1062 1468 1241">[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 data-bbox="854 1251 1451 1503">[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 data-bbox="854 1514 1351 1549">[5] there is no outdoor storage; and</p> <p data-bbox="854 1560 1468 1759">[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><b>1) Micro-alcohol production Not Permitted</b></p> <p><b>2) Restaurants and Bars by Special Permit</b></p>	<p><b>342-30(A)(1)</b>            (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 <sup>2</sup>	3.8

Aside from microbrewery all other trip generations are based on the ITE Trip Generation 9<sup>th</sup> 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

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<sup>2</sup> 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.<sup>3</sup>) 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%.<sup>4</sup> 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.<sup>5</sup> 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

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

<sup>4</sup> 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/>.

<sup>5</sup> "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.

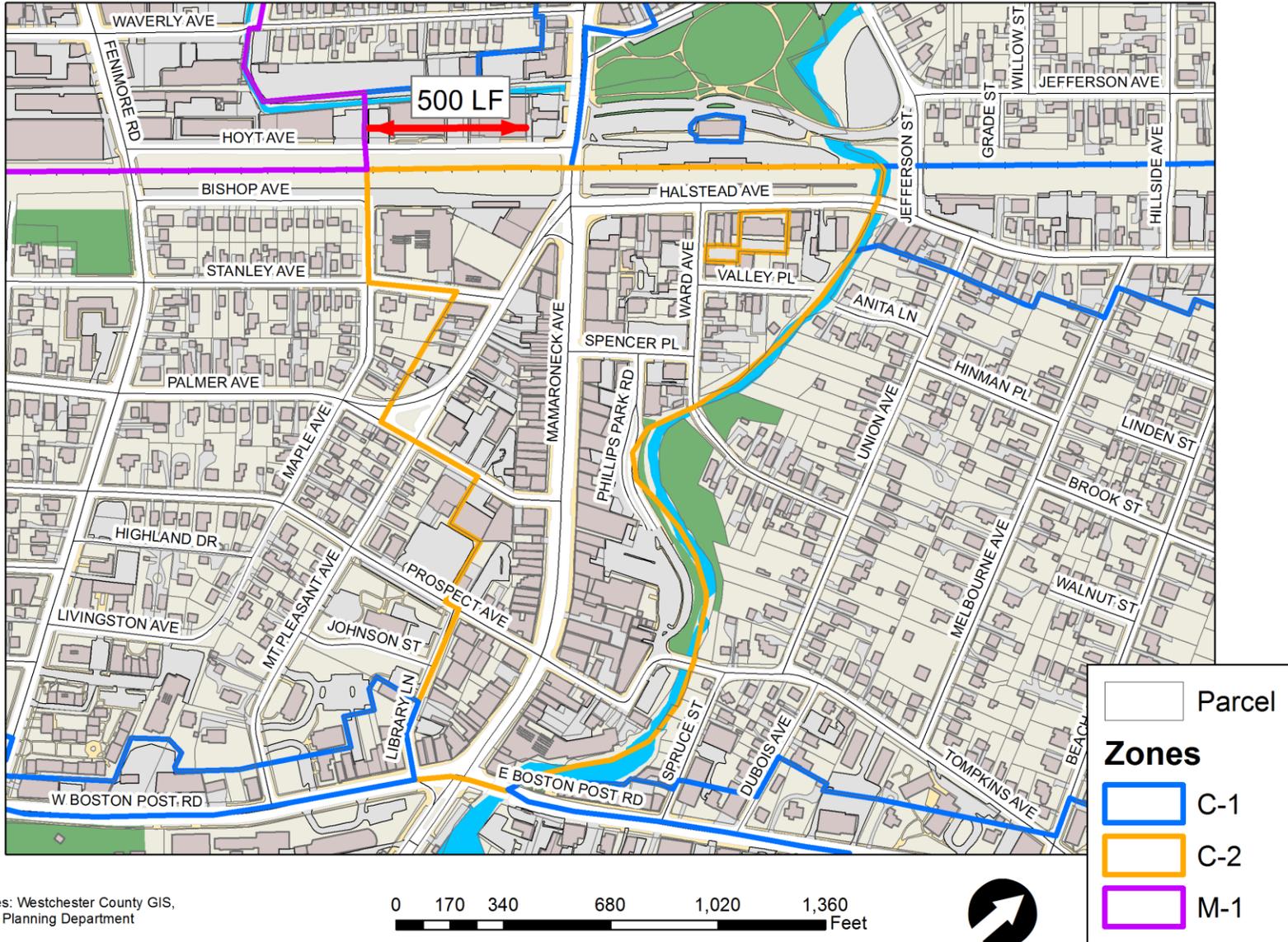
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### *Flooding*

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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

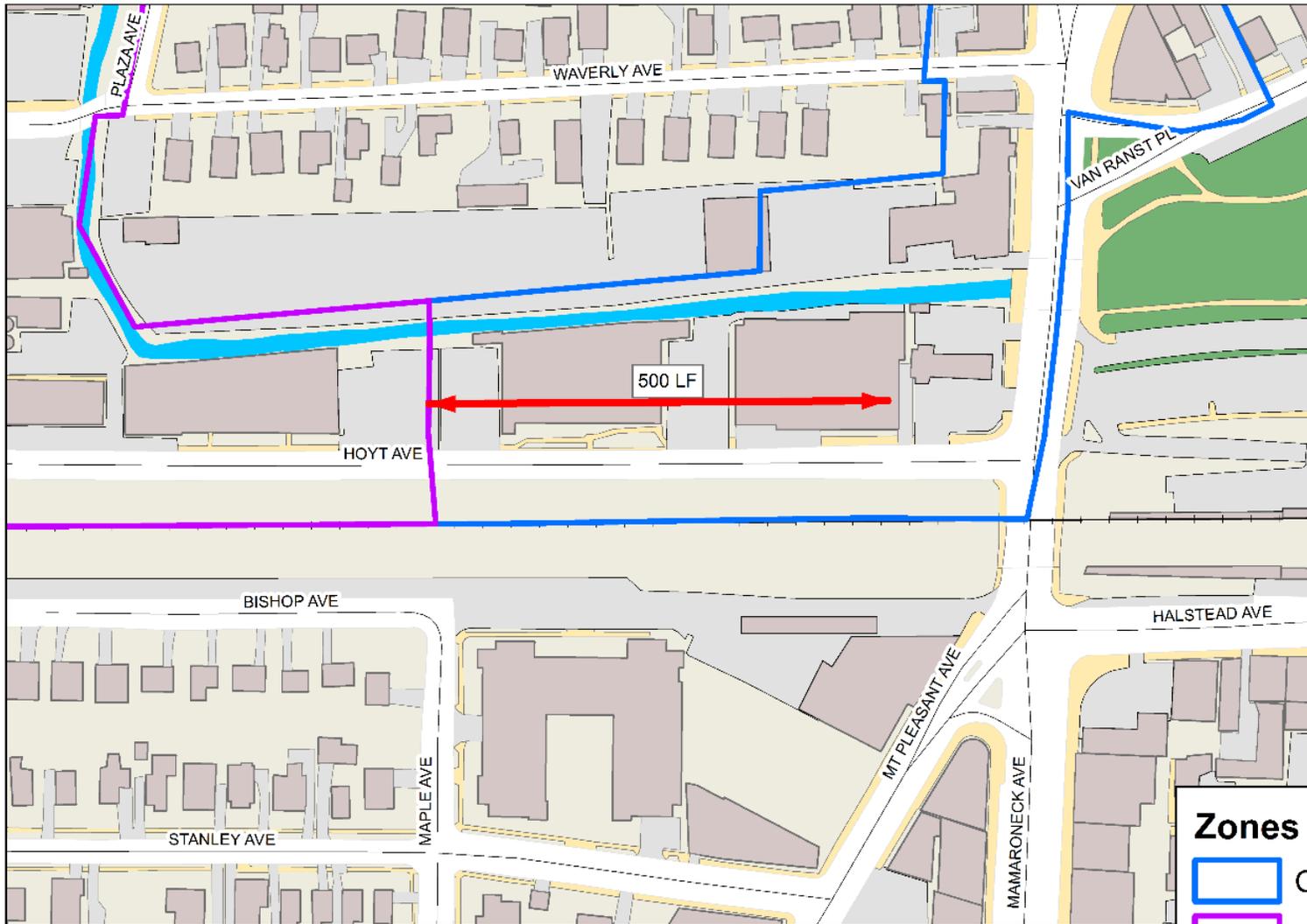


Sources: Westchester County GIS,  
Planning Department

0 170 340 680 1,020 1,360 Feet



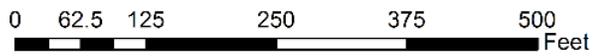
# 500 Feet from M-1



**Zones**

-  C-1
-  M-1

Sources: Westchester County GIS,  
Planning Department



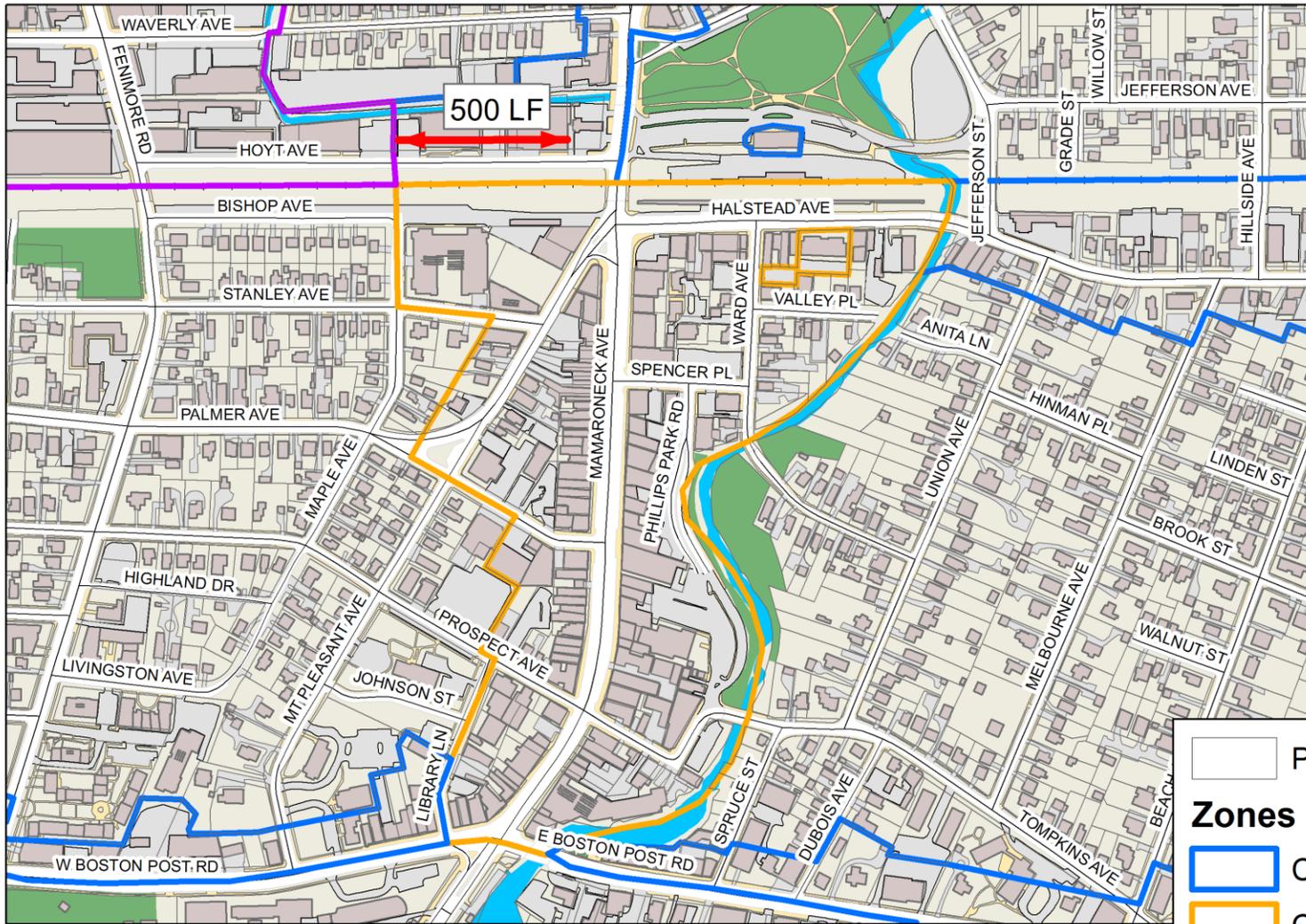
## **Narrative Description of Proposed Action**

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.



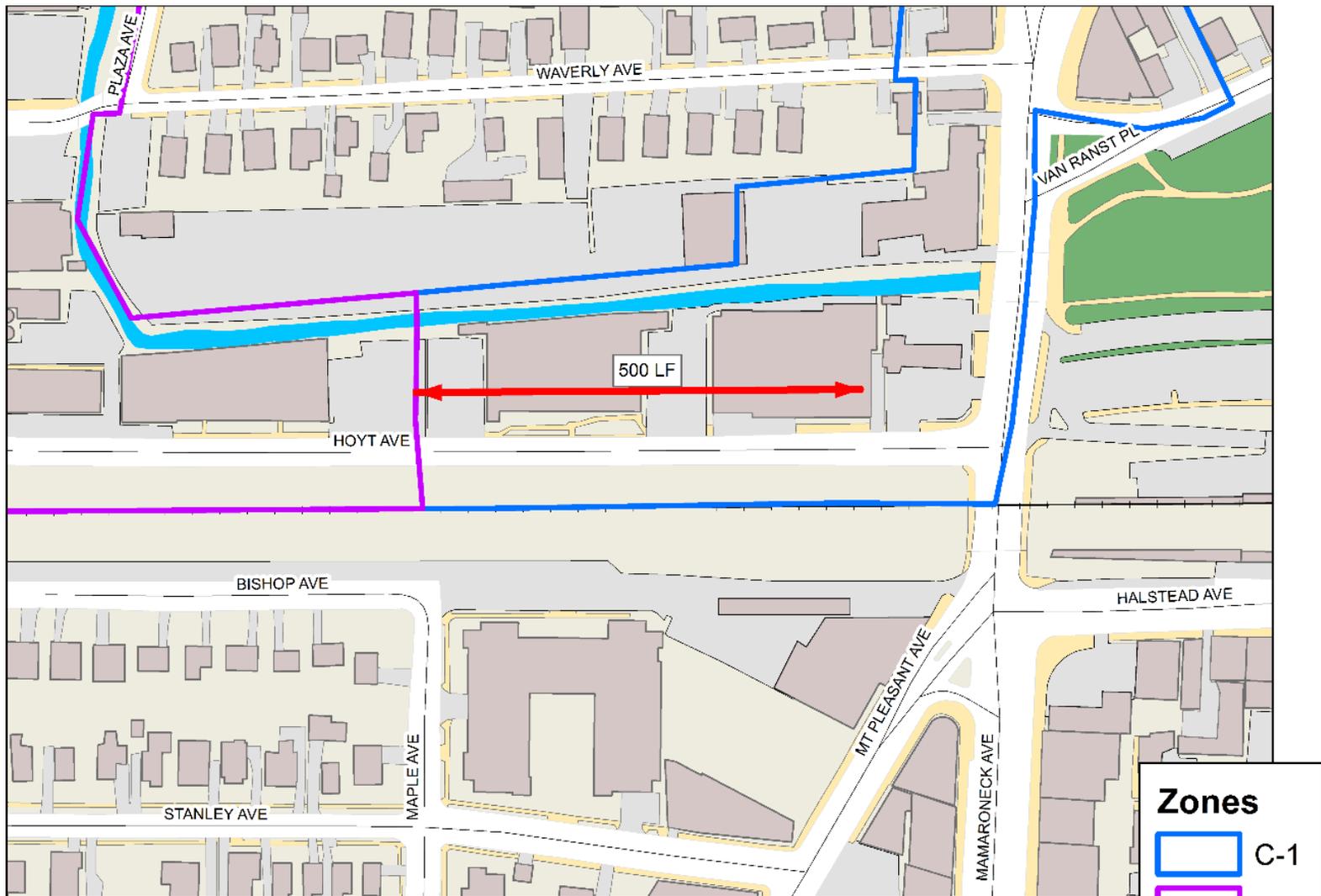
Sources: Westchester County GIS,  
Planning Department

0 170 340 680 1,020 1,360 Feet



	Parcel
<b>Zones</b>	
	C-1
	C-2
	M-1

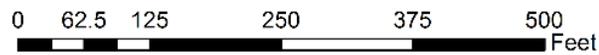
# 500 Feet from M-1



**Zones**

- C-1
- M-1

Sources: Westchester County GIS,  
Planning Department



# *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.

<b>Part 1 - Project and Sponsor Information</b>				
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.			<b>NO</b>	<b>YES</b>
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:			<b>NO</b>	<b>YES</b>
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				



<p>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: _____          _____          _____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p>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: _____          _____          _____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p>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: _____          _____          _____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: _____</p>		

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?”

	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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"/> |
| <br><b>C. Will the proposed activity require any of the following:</b>  |                          |                                     |
| 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

## Village of Mamaroneck, NY

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**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:**

#### **Description**

#### **Type**

PLL-Q-2017 scheduling public hearing - regarding clubs in the Marine Recreation District

Cover Memo

PLL-Q 2017

Cover Memo

Item 4F

Cover Memo

VOM\_CAF 9-8-17 PLL-Q

Cover Memo

seafpartone 9-8-17 PLL-Q

Cover Memo

seafpartwoandthree 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 11<sup>th</sup> 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 ~~abedefghijk~~ 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. 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 or to charitable uses. 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% below finished grade, provided there is sufficient mitigation including landscaping, screening and setbacks.

**RESIDENCE, SEASONAL**

Living quarters **in the main clubhouse** for transient **(short term hotel type)** 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 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, in a club run 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 club's IRS 990 filing and supplemental information provided by each club.**
- B. Permitted principal uses. The following are the only principal uses permitted in MR Marine Recreation Districts:**
- (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, raequetball courts, squash courts and other similar types of recreational facilities. Not-for-profit membership clubs where such clubs are organized and operate in full compliance with the requirements of (a) Internal Revenue Code §501(c)(7) and (b) State of New York laws and regulations governing such not-for-profit corporations.~~
  - (2) ~~A principal clubhouse with activities and spaces customarily included within a membership club's principal clubhouse structure, such as where~~ **members can socialize and entertain their guests in meeting rooms, lounges, reception areas, game rooms, libraries, bathroom facilities and including 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, together with any associated administrative offices or maintenance and storage facilities supporting 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.**~~
- ~~(42) **Residences Accessory residential facilities** for full-time, including full-time and seasonal, 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.~~
- ~~(63) **Day camps, sports and educational programs (not including schools) for members.**~~
- ~~(74) 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.~~
- ~~(85) Other accessory buildings and accessory uses customarily incidental to the principal club use of the premises.~~
- ~~(6) **Outdoor dining facilities such as grills, bars and dining areas.**~~
- ~~(7) **Any accessory use permitted in a residential district except for professional offices and customary home occupations.**~~
- ~~(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) To maintain its special permit, each club shall annually concurrently file with the Village Clerk IRS Forms 990 and 990T (Form 990EZ is not acceptable) with the filing with the IRS and NYS. The Board of Appeals shall review IRS Forms 990 annually to confirm the club is operating within the zoning parameters. Failure to file the 990 forms within 30 day of filing with the IRS and NYS shall automatically void the previously issued special permit. A club can reapply for a new special permit to the Board of Appeals but may not be undertaking any activities required for a special permit until such time as a special permit is granted by the Board of appeals.**
- (2) Each membership club shall be required to obtain a 3-year special permit from the Board of Appeals which would include allowing of non-member events. The Board of Appeals shall be authorized to request documentation substantiating the club's on-going status as a not-for-profit membership club.**
  - (a) The period for which such special permit is applicable shall immediately terminate upon the failure by the club holding such special permit to either (i) continue to be a membership club or (ii) comply with the filing requirements set forth in clause (b) of this §342-35.**
  - (b) For non-member events, the club must demonstrate that not more than 20% of the events or activities in conjunction with accessory uses with such determination showing that both (i) total revenue received by the club from nonmember events or activities of such accessory use is less than 20% of the total aggregate revenue received by such club from all the events or activities of such**

accessary use and (ii) the total number of nonmember events or activities of such accessary use is less than 20% of the total number of such events or activities of such accessary use.

(i) A member shall be a "member" for purposes of determining if any event is a member event or a "non-member event" if the member (A) was a member for at least three months prior to entering into any agreement or obligation regarding the event or activity; (B) did not become a member in connection with such event or activity; (C) is present during the event, (D) has fully guaranteed payment and responsibility for such event or activity, and (E) is expected to, and does, avail himself or herself of membership privileges after such event or activity.

(3) No commercial activity of any kind shall be allowed by the club or any other user within the MR Marine Recreation Districts. Non-member income must fall below the IRS thresholds applicable to a membership club or the special permit to operate shall be annulled as a matter of law.

(4) Failure to maintain not-for-profit status with IRS or the State of New York shall result in annulment of the special permit.

(5) No event or activity commenced Sunday through Thursday may continue past 12:00 midnight and no event commenced on a Friday, Saturday or the day before a legal holiday may continue after 2 a.m.

(6) 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, and no event commenced on a Friday, Saturday or the day before a legal holiday may continue after 2:00 a.m.

*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)	Yes	or	No
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"/> |
| <br><b>C. Will the proposed activity require any of the following:</b>  |                          |                                     |
| 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.

<b>Part 1 - Project and Sponsor Information</b>				
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.			<b>NO</b>	<b>YES</b>
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:			<b>NO</b>	<b>YES</b>
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				



<p>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)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p><b>NO</b></p>	<p><b>YES</b></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: _____</p>		

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?”

	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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 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

**Item Summary:** 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

**Fiscal Impact:**

### ATTACHMENTS:

<u>Description</u>	<u>Type</u>
PLL -R-2017 scheduling public hearing Amend Code - respect to the powers of the Mayor	Cover Memo
Powers	Cover Memo
Item 4A	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 11<sup>th</sup> 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 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

PLEASE TAKE FURTHER NOTICE that a copy of the Proposed Local Law R-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 \_\_ - 2017

A Proposed 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:

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

*Section 1.*

Article III of Chapter 9 Section of the Code of the Village of Mamaroneck is amended as follows:

Article III ~~Appointments by Board of Trustees~~ **Authority of Mayor and Board of Trustees**

§ 9-5 ~~Appointment of Village Prosecutor.~~ **Authority of the Mayor.**

~~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.~~ **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;**
  - (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;**

- 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 4-402 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.

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 4A – AGENDA REGULAR MEETING

**RESOLUTION RE:**

**CALLING FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW R-2017 TO AMENDING 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**

RESOLVED, that the Board of Trustees herein schedules a public hearing to be held on September 11, 2017 at 7:30 p.m. at the Court Room at 169 Mount Pleasant Avenue, Mamaroneck, NY to hear comments on Proposed Local Law 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; and be it further

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

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**Item Title:** Abstract of Audited Vouchers

**Item Summary:** Abstract of Audited Vouchers

**Fiscal Impact:**

**ATTACHMENTS:**

**Description**

Abstract

**Type**

Cover Memo

Date Prepared: 09/08/2017 01:49 PM

Report Date: 09/08/2017

Account Table:

Alt. Sort Table:

# VILLAGE OF MAMARONECK

## AP GL Distribution Report

PUR4130 1.0

Page 32 of 32

Prepared By: HLANGERFELD

Fiscal Year: 2018 Period From: 1 To: 12 Pay Due Date 09/11/2017 To: 09/11/2017

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
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### VILLAGE OF MAMARONECK ABSTRACT OF AUDITED VOUCHERS

DATE: 9/11/17 AMOUNT \$ 587,362.48

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: 09/08/2017 01:49 PM  
 Report Date: 09/08/2017  
 Account Table:  
 Alt. Sort Table:

## VILLAGE OF MAMARONECK

### AP GL Distribution Report

PUR4130 1.0  
 Page 1 of 32

Prepared By: HLANGERFELD

Fiscal Year: 2018 Period From: 1 To: 12 Pay Due Date 09/11/2017 To: 09/11/2017

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
<b>Fund A</b>											
<b>Dept 0000</b>											
<b>A.0000.2003</b>											
<b>CASH- MANUAL A/P CHASE XX6735</b>											
55581036		02091		ONETIME	CHARLOTTE WILLIAMSON REFUND OF CASH KEY 162805 PLUS DEPOSIT	#162805	09/11/2017	09/11/2017	4	0.00	99.00
<b>Total A.0000.2003</b>										<b>0.00</b>	<b>99.00</b>
<b>A.0000.6320</b>											
<b>DUE TO LIBRARY DISTRICT</b>											
55581048		02091		0000010944	FORCHELLI, CURTO, DEEGAN, SCHACSC HOLDINGS REAL PROP TAX REFUND 605 CENTER, 5099 CENTER, 612 FAYETTE AV, AND 604 FAYETTE AV		09/11/2017	09/11/2017	4	0.00	25,515.01
55581038		02091		0000010142	GRIFFIN, COOGAN, SULZER & HORG.490 BLEEKER G15 REAL PROP. TAX REFUND FOR 490 BLEEKER AVE. E G15		09/11/2017	09/11/2017	4	0.00	4.24
<b>Total A.0000.6320</b>										<b>0.00</b>	<b>25,519.25</b>
<b>A.0000.6900</b>											
<b>OVERPAYTS &amp; CLEARING A/C</b>											
55581051		02091		0000006288	STATE COMPTROLLER VILLAGE SHARE OF FINES COLLECTED BY COURT FOR JULY 2017	JULY 2017	09/11/2017	09/11/2017	4	0.00	43,766.00
<b>Total A.0000.6900</b>										<b>0.00</b>	<b>43,766.00</b>
<b>Total Dept 0000</b>											
										<b>0.00</b>	<b>69,384.25</b>
<b>Dept 1010</b>											
<b>BOARD OF TRUSTEES</b>											
<b>A.1010.0423</b>											
<b>PUBLIC &amp; LEGAL NOTICE</b>											
55581059		02091		0000000062	THE JOURNAL NEWS LEGAL ADS - PROPOSED LOCAL LAWS	*****		09/11/2017	4	0.00	374.00
<b>Total A.1010.0423</b>										<b>0.00</b>	<b>374.00</b>
<b>Total Dept 1010</b>											
										<b>0.00</b>	<b>374.00</b>
<b>Dept 1110</b>											
<b>VILLAGE JUSTICE</b>											
<b>A.1110.0120</b>											
<b>PART-TIME SALARIES</b>											
55581028		02091		0000007457	ACCOUNTEMPS COURT TEMP J ANDERSON 8/14/2017	48969724	09/11/2017	09/11/2017	4	0.00	883.75
55581027		02091		0000007457	ACCOUNTEMPS COURT TEMP J ANDERSON 8/10/2017	48961235	09/11/2017	09/11/2017	4	0.00	492.38
<b>Total A.1110.0120</b>										<b>0.00</b>	<b>1,376.13</b>
<b>A.1110.0406</b>											
<b>TRAINING&amp;CONFERENCE</b>											
55580875		02091		0000010316	WESTCHESTER COUNTY MAGISTRA' 9.12.17		09/11/2017	09/11/2017	4	0.00	40.00

Date Prepared: 09/08/2017 01:49 PM  
 Report Date: 09/08/2017  
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## VILLAGE OF MAMARONECK AP GL Distribution Report

PUR4130 1.0  
 Page 2 of 32

Prepared By: HLANGERFELD

Fiscal Year: 2018 Period From: 1 To: 12 Pay Due Date 09/11/2017 To: 09/11/2017

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
<b>Fund A</b>											
<b>Dept 1110</b>											
<b>A.1110.0406</b>											
<b>GENERAL FUND</b>											
<b>VILLAGE JUSTICE</b>											
<b>TRAINING&amp;CONFERENCE</b>											
WESTCHESTER COUNTY MAGISTRA' MAGISTRATES DINNER FOR 9/12											
<b>Total A.1110.0406</b>											
										<b>0.00</b>	<b>40.00</b>
<b>A.1110.0410</b>											
<b>SUPPLIES</b>											
55580990		02091		0000008610	STAPLES INC. AND SUBSIDIARIES STAPLES COURT 08/12/2017	3349258809	09/11/2017	09/11/2017	4	0.00	137.84
<b>Total A.1110.0410</b>											
										<b>0.00</b>	<b>137.84</b>
<b>A.1110.0421</b>											
<b>CONTRACT SERVICES</b>											
55580985		02091		0000009707	PATCHEN STENO SERVICES LLC PATCHEN COURT 8/17/2017	21380	09/11/2017	09/11/2017	4	0.00	260.00
55580988		02091		0000008610	STAPLES INC. AND SUBSIDIARIES STAPLES COURT 8/12/2017	3349258788	09/11/2017	09/11/2017	4	0.00	159.58
55581011		02091		0000009707	PATCHEN STENO SERVICES LLC PATCHEN COURT 8/24/2017	21397	09/11/2017	09/11/2017	4	0.00	260.00
<b>Total A.1110.0421</b>											
										<b>0.00</b>	<b>679.58</b>
<b>Total Dept 1110</b>											
										<b>0.00</b>	<b>2,233.55</b>
<b>Dept 1130</b>											
<b>TRAFFIC VIOLATIONS BUREAU</b>											
<b>A.1130.0421</b>											
<b>CONTRACT SERVICES</b>											
55580987		02091		0000008870	COMPLUS DATA INNOVATIONS INC. COMPUS COURT 07/31/2017	35614	09/11/2017	09/11/2017	4	0.00	6,573.16
<b>Total A.1130.0421</b>											
										<b>0.00</b>	<b>6,573.16</b>
<b>Total Dept 1130</b>											
										<b>0.00</b>	<b>6,573.16</b>
<b>Dept 1230</b>											
<b>VILLAGE MANAGER</b>											
<b>A.1230.0405</b>											
<b>MUNI DUES &amp; SUBSCRIP</b>											
55581055		02091		0000006484	MAA MEMBERSHIP FEE	2017-1	09/11/2017	09/11/2017	4	0.00	250.00
55581056		02091		0000006484	MAA MEMBERSHIP FEES	2017-2	09/11/2017	09/11/2017	4	0.00	250.00
<b>Total A.1230.0405</b>											
										<b>0.00</b>	<b>500.00</b>
<b>A.1230.0410</b>											
<b>SUPPLIES</b>											

Date Prepared: 09/08/2017 01:49 PM  
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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
<b>Fund A</b>		<b>GENERAL FUND</b>									
<b>Dept 1230</b>		<b>VILLAGE MANAGER</b>									
<b>A.1230.0410</b>		<b>SUPPLIES</b>									
55581058		02091		0000009754	CHASE CARD SERVICES GOOGLE APP	9-7-17	09/11/2017	09/11/2017	4	0.00	3.21
<b>Total A.1230.0410</b>										<b>0.00</b>	<b>3.21</b>
<b>A.1230.0421</b>		<b>CONTRACT SERVICES</b>									
55581014		02091		0000009972	JACKSON LEWIS P.C. PROFESSIONAL SERVICES	6985836	09/11/2017	09/11/2017	4	0.00	195.68
55581013		02091		0000009972	JACKSON LEWIS P.C. PROFESSIONAL SERVICES	6985854	09/11/2017	09/11/2017	4	0.00	30.50
55581057		02091		0000008535	BOND, SCHOENECK & KING, PLLC LEGAL SERVICES	19703959	09/11/2017	09/11/2017	4	0.00	1,628.00
55580874	201610133	02091		0000009058	ZION ENVIRONMENTAL LLC GROUNDWATER AND LANDFILL GAS MONITORING TAYLOR LANE	14-014	09/11/2017	09/11/2017	4	0.00	3,500.00
<b>Total A.1230.0421</b>										<b>0.00</b>	<b>5,354.18</b>
<b>Total Dept 1230</b>										<b>0.00</b>	<b>5,857.39</b>
<b>Dept 1325</b>		<b>CLERK-TREASURER</b>									
<b>A.1325.0404</b>		<b>POSTAGE</b>									
55581049		02091		0000001631	FEDEX MO. CHGS P/E 8/21/17 - EVERBANK 8/21/17	5-903-92611	09/11/2017	09/11/2017	4	0.00	27.00
<b>Total A.1325.0404</b>										<b>0.00</b>	<b>27.00</b>
<b>Total Dept 1325</b>										<b>0.00</b>	<b>27.00</b>
<b>Dept 1420</b>		<b>LAW</b>									
<b>A.1420.0421</b>		<b>CONTRACT SERVICES</b>									
55580862		02091		0000000007	BUCKHURST FISH & JACQUEMART MBCY LITIGATION	00301.72.0-44	09/11/2017	09/11/2017	4	0.00	430.00
55581035		02091		0000009415	JOHN B. CHERICO, ESQ. RETAINER FEES FOR MAY 2017, JUNE 2017, JULY 2017 AND AUGUST 2017 @ \$2083.33 PER MONTH	*****	09/11/2017	09/11/2017	4	0.00	8,333.32
55581043		02091		0000010278	MC CARTHY FINGAR LLP PROF. SVCS RENDERED FOR VAR. MATTERS FOR JULY 2017	*****	09/11/2017	09/11/2017	4	0.00	9,575.00
55581042		02091		0000010278	MC CARTHY FINGAR LLP PROF. SVCS RENDERED FOR JULY 2017 IN LAND USE BOARDS GENERAL RETAINER MATTERS	968193	09/11/2017	09/11/2017	4	0.00	5,000.00
<b>Total A.1420.0421</b>										<b>0.00</b>	<b>23,338.32</b>

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<b>Fund A</b>					<b>GENERAL FUND</b>								
<b>Dept 1420</b>					<b>LAW</b>								
<b>Total Dept 1420</b>					<b>LAW</b>							<b>0.00</b>	<b>23,338.32</b>
<b>Dept 1460</b>					<b>RECORDS MANAGEMENT</b>								
<b>A.1460.0424</b>					<b>LEASE-RECORD STORAG</b>								
55580940		02091		0000005302	MAMARONECK OFFICE PLAZA RENT IS \$1650 PER MO	OCT 2017	09/11/2017	09/11/2017	4	0.00	1,650.00		
<b>Total A.1460.0424</b>					<b>LEASE-RECORD STORAG</b>							<b>0.00</b>	<b>1,650.00</b>
<b>Total Dept 1460</b>					<b>RECORDS MANAGEMENT</b>							<b>0.00</b>	<b>1,650.00</b>
<b>Dept 1490</b>					<b>PUBLIC WORKS ADMIN.</b>								
<b>A.1490.0407</b>					<b>AUTOMOTIVE REPAIRS</b>								
55580983		02091		000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	31.62		
<b>Total A.1490.0407</b>					<b>AUTOMOTIVE REPAIRS</b>							<b>0.00</b>	<b>31.62</b>
<b>A.1490.0408</b>					<b>FUEL, OIL &amp; LUBRICANTS</b>								
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	240.20		
<b>Total A.1490.0408</b>					<b>FUEL, OIL &amp; LUBRICANTS</b>							<b>0.00</b>	<b>240.20</b>
<b>A.1490.0410</b>					<b>SUPPLIES</b>								
55580953		02091		0000008610	STAPLES INC. AND SUBSIDIARIES OFFICE SUPPLIES	3349873734	09/11/2017	09/11/2017	4	0.00	69.72		
<b>Total A.1490.0410</b>					<b>SUPPLIES</b>							<b>0.00</b>	<b>69.72</b>
<b>A.1490.0421</b>					<b>CONTRACT SERVICES</b>								
55580971		02091		0000008319	CLARITY TESTING SERVICES INC. DRUG/ALCOHOL TESTING	45977	08/24/2017	09/11/2017	4	0.00	39.00		
55581015		02091		0000002993	METROCOM WIRELESS INC. RADIO SERVICE CONTRACT	47970	09/01/2017	09/11/2017	4	0.00	52.00		
55580974		02091		0000007100	GROUNDWATER & ENVIRONMENTAL MONITORING FUEL SPILL WELLS	799740	08/21/2017	09/11/2017	4	0.00	235.00		
55581046		02091		0000000176	PESTAWAY, INC. PEST CONTROL	090617	09/06/2017	09/11/2017	4	0.00	130.00		
55581047		02091		0000010138	SPOK INC. PAGER SERVICE	A8947348U	08/31/2017	09/11/2017	4	0.00	13.80		
<b>Total A.1490.0421</b>					<b>CONTRACT SERVICES</b>							<b>0.00</b>	<b>469.80</b>

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Fund A					GENERAL FUND						
Dept 1490					PUBLIC WORKS ADMIN.						
Total Dept 1490					PUBLIC WORKS ADMIN.					0.00	811.34
Dept 1620					PUBLIC SAFETY BUILDING						
A.1620.0421					CONTRACT SERVICES						
55581010		02091		0000007760	J & M HEATING & AIR CONDITIONING ***** SERVICE CALLS 169 MT PLEASANT			09/11/2017	4	0.00	3,693.51
Total A.1620.0421					CONTRACT SERVICES					0.00	3,693.51
Total Dept 1620					PUBLIC SAFETY BUILDING					0.00	3,693.51
Dept 1621					ADMINISTRATIVE OFFICES						
A.1621.0420					BUILDING MAINTENANCE						
55580981		02091		0000000141	RICKERT LOCK & SAFE CO. LOCKSET	10991	08/22/2017	09/11/2017	4	0.00	90.00
Total A.1621.0420					BUILDING MAINTENANCE					0.00	90.00
A.1621.0421					CONTRACT SERVICES						
55581053		02091		0000008539	FULLERTON SERVICE INDUSTRIES IF ***** MO. CHGS. FOR CLEANING SERVICES AUG 2017 FOR VAR. LOCATIONS			09/11/2017	4	0.00	5,118.00
Total A.1621.0421					CONTRACT SERVICES					0.00	5,118.00
Total Dept 1621					ADMINISTRATIVE OFFICES					0.00	5,208.00
Dept 1622					OPERATION OF BUILDINGS						
A.1622.0407					AUTOMOTIVE REPAIRS						
55580983		02091		0000000450	TRI-CITY AUTO PARTS ***** VARIOUS AUTO PARTS			09/11/2017	4	0.00	26.92
Total A.1622.0407					AUTOMOTIVE REPAIRS					0.00	26.92
Total Dept 1622					OPERATION OF BUILDINGS					0.00	26.92
Dept 1640					CENTRAL GARAGE						
A.1640.0408					FUEL, OIL & LUBRICANTS						
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	91.97
Total A.1640.0408					FUEL, OIL & LUBRICANTS					0.00	91.97
A.1640.0410					CENTRAL GARAGE SUPPLIES						

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<b>Fund A</b>											
<b>Dept 1640</b>											
<b>GENERAL FUND</b>											
<b>CENTRAL GARAGE</b>											
<b>A.1640.0410</b>											
<b>CENTRAL GARAGE SUPPLIES</b>											
55580995		02091		000009105	CLIMAX PARTS INC. 3M TAPE	0560	08/28/2017	09/11/2017	4	0.00	76.70
<b>Total A.1640.0410</b>										<b>0.00</b>	<b>76.70</b>
<b>A.1640.0420</b>											
<b>BUILDING MAINTENANCE</b>											
55580994		02091		000000006	BREWERS HARDWARE	*****		09/11/2017	4	0.00	31.10
<b>Total A.1640.0420</b>										<b>0.00</b>	<b>31.10</b>
<b>A.1640.0421</b>											
<b>CONTRACT SERVICES</b>											
55581033		02091		000005600	ALL-WELD PRODUCTS CORP. WELDING TANKS	00450364	07/31/2017	09/11/2017	4	0.00	24.00
55580965		02091		000008161	AMERICAN PETROLEUM EQUIP. & CO EMERG. FUEL PUMP REPAIR	062688	08/21/2017	09/11/2017	4	0.00	363.75
<b>Total A.1640.0421</b>										<b>0.00</b>	<b>387.75</b>
<b>Total Dept 1640</b>										<b>0.00</b>	<b>587.52</b>
<b>Dept 1650</b>											
<b>CENTRAL COMMUNICATION SYS</b>											
<b>A.1650.0421</b>											
<b>CONTRACT SERVICES</b>											
55581029		02091		000006055	BROADVIEW NETWORKS MO. CHGS. FOR VAR LOCATIONS 7/22-8/21/17	*****		09/11/2017	4	0.00	3,045.88
<b>Total A.1650.0421</b>										<b>0.00</b>	<b>3,045.88</b>
<b>Total Dept 1650</b>										<b>0.00</b>	<b>3,045.88</b>
<b>Dept 1670</b>											
<b>CENTRAL PRINT. &amp; MAILING</b>											
<b>A.1670.0410</b>											
<b>SUPPLIES</b>											
55580989		02091		000008610	STAPLES INC. AND SUBSIDIARIES STAPLES COURT 08/12/2017	3349258808	09/11/2017	09/11/2017	4	0.00	71.96
<b>Total A.1670.0410</b>										<b>0.00</b>	<b>71.96</b>
<b>Total Dept 1670</b>										<b>0.00</b>	<b>71.96</b>
<b>Dept 1680</b>											
<b>CENTRAL DATA PROCESSING</b>											
<b>A.1680.0421</b>											
<b>CONTRACT SERVICES</b>											
55581050		02091		0000010761	AMAZON WEB SERVICES INC.	110608068	09/11/2017	09/11/2017	4	0.00	115.25

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Fund A					GENERAL FUND						
Dept 1680					CENTRAL DATA PROCESSING						
A.1680.0421					CONTRACT SERVICES						
					AMAZON WEB SERVICES INC. BILLING PERIOD 8/1-8/31/17 AWS SERVICE CHGS						
Total A.1680.0421					CONTRACT SERVICES					0.00	115.25
Total Dept 1680					CENTRAL DATA PROCESSING					0.00	115.25
Dept 1984					REFUND ON REAL PROP. TAX						
A.1984.0421					REFUND ON REAL PROP. TAX.- INTEREST						
55581038		02091		0000010142	GRIFFIN, COOGAN, SULZER & HORG.490 BLEEKER G15 REAL PROP. TAX REFUND FOR 490 BLEEKER AVE. E G15		09/11/2017	09/11/2017	4	0.00	1.50
Total A.1984.0421					REFUND ON REAL PROP. TAX.- INTEREST					0.00	1.50
A.1984.0499					REFUND ON REAL PROP. TAX						
55581048		02091		0000010944	FORCHELLI, CURTO, DEEGAN, SCHW CSC HOLDINGS REAL PROP TAX REFUND 605 CENTER, 5099 CENTER, 612 FAYETTE AV, AND 604 FAYETTE AV		09/11/2017	09/11/2017	4	0.00	245,149.97
55581038		02091		0000010142	GRIFFIN, COOGAN, SULZER & HORG.490 BLEEKER G15 REAL PROP. TAX REFUND FOR 490 BLEEKER AVE. E G15		09/11/2017	09/11/2017	4	0.00	38.83
Total A.1984.0499					REFUND ON REAL PROP. TAX					0.00	245,188.80
Total Dept 1984					REFUND ON REAL PROP. TAX					0.00	245,190.10
Dept 3120					POLICE DEPT						
A.3120.0250					UNIFORMS						
55580973		02091		0000005801	NEW ENGLAND UNIFORM UNIFORMS	9211	09/11/2017	09/11/2017	4	0.00	4,025.83
Total A.3120.0250					UNIFORMS					0.00	4,025.83
A.3120.0260					UNIFORM ACCESSORIES						
55580972		02091		0000005801	NEW ENGLAND UNIFORM EMBRODERY FOR K-9 OFFICER SHIRTS	9766	09/11/2017	09/11/2017	4	0.00	150.00
Total A.3120.0260					UNIFORM ACCESSORIES					0.00	150.00
A.3120.0406					TRAINING&CONFERENCE						
55581024		02091		0000007356	DET. CHRISTOPHER JAEGER REIMBURSEMEN FOR GAS/FOOD TO TRAVEL TO & FROM TRAINING SEMINAR	08292017	09/11/2017	09/11/2017	4	0.00	115.22
Total A.3120.0406					TRAINING&CONFERENCE					0.00	115.22

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<b>Fund A</b>		<b>GENERAL FUND</b>									
<b>Dept 3120</b>		<b>POLICE DEPT</b>									
<b>A.3120.0406</b>		<b>TRAINING&amp;CONFERENCE</b>									
<b>A.3120.0407</b>		<b>AUTOMOTIVE REPAIRS</b>									
55580983		02091		000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	28.92
55580991		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	7.95
<b>Total A.3120.0407</b>		<b>AUTOMOTIVE REPAIRS</b>									
										<b>0.00</b>	<b>34.87</b>
<b>A.3120.0408</b>		<b>FUEL, OIL &amp; LUBRICANTS</b>									
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	1,796.96
55580998		02091		0000008862	MAMARONECK SUNOCO FUEL FOR PD CARS	*****		09/11/2017	4	0.00	75.48
<b>Total A.3120.0408</b>		<b>FUEL, OIL &amp; LUBRICANTS</b>									
										<b>0.00</b>	<b>1,872.44</b>
<b>A.3120.0410</b>		<b>SUPPLIES</b>									
55580957		02091		0000005742	GOV. CONNECTION INC. BLUE-RAY PLAYER FOR DETECTIVE BUREAU	55049441	09/11/2017	09/11/2017	4	0.00	93.33
55580968		02091		0000008610	STAPLES INC. AND SUBSIDIARIES SUPPLIES	*****		09/11/2017	4	0.00	164.71
<b>Total A.3120.0410</b>		<b>SUPPLIES</b>									
										<b>0.00</b>	<b>258.04</b>
<b>A.3120.0421</b>		<b>CONTRACT SERVICES</b>									
55580982		02091		0000010156	DIP IN CAR WASH CORP. CAR WASH SERVICES FOR VILLAGE VEHICLES	09012017	09/11/2017	09/11/2017	4	0.00	240.00
55581021		02091		0000008830	VERIZON WIRELESS AIRCARDS 7/24/17-8/23/17 A/C#286388815-00001	9791518381	09/11/2017	09/11/2017	4	0.00	280.07
55580954		02091		0000008869	VERIZON WIRELESS CELL PHONES 7/14/17-8/13/17 A/C#286410652-00002	9790960141	09/11/2017	09/11/2017	4	0.00	483.77
<b>Total A.3120.0421</b>		<b>CONTRACT SERVICES</b>									
										<b>0.00</b>	<b>1,003.84</b>
<b>A.3120.0432</b>		<b>AMMUNITION &amp; FIREARMS</b>									
55581031	201710121	02091		0000010932	WINDHAM WEAPONRY INC. POLICE EQUIPMENT (GRANT)	93253	09/11/2017	09/11/2017	4	0.00	11,242.00
55580958	201710116	02091		0000003747	AMCHAR WHOLESALE, INC. AMMUNITION	00848039	09/11/2017	09/11/2017	4	0.00	6,070.50
<b>Total A.3120.0432</b>		<b>AMMUNITION &amp; FIREARMS</b>									
										<b>0.00</b>	<b>17,312.50</b>
<b>A.3120.0443</b>		<b>TRAINING PROGRAM</b>									

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Fund A		GENERAL FUND									
Dept 3120		POLICE DEPT									
A.3120.0443		TRAINING PROGRAM									
55581032		02091	VEN HELD	0000010943	HOMEFRONT PROTEWCTIVE GROUF TRAINING PROGRAM 10/11/2017	10112017	09/11/2017	09/11/2017	4	0.00	95.00
Total A.3120.0443		TRAINING PROGRAM									
										0.00	95.00
A.3120.0444		NAVIGATION LAW ENFORCE									
55580955		02091		0000010097	DAVID CASTILLO BOAT 327 CLEANING/DETAILING	1581	09/11/2017	09/11/2017	4	0.00	900.00
55580961		02091		0000006991	CITY OF NEW ROCHELLE FUEL FOR BOATS 321 & 327	12281	09/11/2017	09/11/2017	4	0.00	964.75
Total A.3120.0444		NAVIGATION LAW ENFORCE									
										0.00	1,864.75
Total Dept 3120		POLICE DEPT									
										0.00	26,732.49
Dept 3150		JAIL									
A.3150.0431		MEALS - PRISONERS									
55580997		02091		0000000159	MAMARONECK DINER & PIZZA PRISONER MEALS AUGUST 2017	092017	09/11/2017	09/11/2017	4	0.00	114.00
Total A.3150.0431		MEALS - PRISONERS									
										0.00	114.00
Total Dept 3150		JAIL									
										0.00	114.00
Dept 3310		TRAFFIC CONTROL									
A.3310.0408		FUEL, OIL & LUBRICANTS									
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17081557	08/25/2017	09/11/2017	4	0.00	72.32
Total A.3310.0408		FUEL, OIL & LUBRICANTS									
										0.00	72.32
A.3310.0410		SUPPLIES									
55580977		02091		0000006705	K.R.B. INC. ROLLERS FILTERS	333626	08/22/2017	09/11/2017	4	0.00	99.90
Total A.3310.0410		SUPPLIES									
										0.00	99.90
A.3310.0411		MATERIALS									
55580994		02091		0000000006	BREWERS HARDWARE	*****		09/11/2017	4	0.00	35.07
Total A.3310.0411		MATERIALS									
										0.00	35.07

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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		
<b>Fund A</b>			<b>GENERAL FUND</b>										
<b>Dept 3310</b>			<b>TRAFFIC CONTROL</b>										
<b>Total Dept 3310</b>			<b>TRAFFIC CONTROL</b>									0.00	207.29
<b>Dept 3320</b>			<b>ON STREET PARKING</b>										
<b>A.3320.0408</b>			<b>FUEL, OIL &amp; LUBRICANTS</b>										
55581023		02091		000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	90.44		
<b>Total A.3320.0408</b>			<b>FUEL, OIL &amp; LUBRICANTS</b>									0.00	90.44
<b>Total Dept 3320</b>			<b>ON STREET PARKING</b>									0.00	90.44
<b>Dept 3321</b>			<b>ON STREET METER REPAIR</b>										
<b>A.3321.0260</b>			<b>MISC. EQUIPMENT</b>										
55581016		02091		000001770	DUNCAN PARKING TECHNOLOGIES I DUNCAN PARKING	DPT029360	09/11/2017	09/11/2017	4	0.00	1,752.50		
<b>Total A.3321.0260</b>			<b>MISC. EQUIPMENT</b>									0.00	1,752.50
<b>Total Dept 3321</b>			<b>ON STREET METER REPAIR</b>									0.00	1,752.50
<b>Dept 3410</b>			<b>FIRE DEPARTMENT</b>										
<b>A.3410.0220</b>			<b>OFFICE EQUIPMENT</b>										
55581061		02091		000004244	DELL MARKETING L.P. DELL LAPTOP AND BRIEFCASE FOR HAP HUGHES	10182804911	09/11/2017	09/11/2017	4	0.00	597.23		
<b>Total A.3410.0220</b>			<b>OFFICE EQUIPMENT</b>									0.00	597.23
<b>A.3410.0260</b>			<b>MISC. EQUIPMENT</b>										
55581044		02091		000004107	HOME DEPOT TOOL CHEST FOR HALSTEAD MANOR	7703094	09/11/2017	09/11/2017	4	0.00	673.00		
55581037		02091		0000010882	T & J RESCUE ENTERPRISES LLC 1 TL-9 STABALIER D-MODEL HURST TIP RED	2017-82	09/11/2017	09/11/2017	4	0.00	650.00		
55581060		02091		000000363	AAA EMERGENCY SUPPLY CO VARIOUS EQUIPMENT FOR FIRE DEPT. - AIR PACK REPAIR, AIR PACK BRACKET, MOUNTING BRACKET, CO METER, CALIBRATION PAPER, ACCOUNTABILTY BOARD, FIRE BOOTS, DUAL SENSOR CO METER	*****		09/11/2017	4	0.00	2,233.78		
<b>Total A.3410.0260</b>			<b>MISC. EQUIPMENT</b>									0.00	3,556.78
<b>A.3410.0404</b>			<b>POSTAGE</b>										
55580866		02091		0000001631	FEDEX FEDEX EXPRESS SERVICES	1961-8898-3	09/11/2017	09/11/2017	4	0.00	36.84		
<b>Total A.3410.0404</b>			<b>POSTAGE</b>									0.00	36.84

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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
<b>Fund A</b>											
<b>Dept 3410</b>											
<b>A.3410.0404</b>											
<b>GENERAL FUND</b>											
<b>FIRE DEPARTMENT</b>											
<b>POSTAGE</b>											
<b>A.3410.0407</b>											
<b>AUTOMOBILE REPAIRS</b>											
55581063		02091		000000086	EXCELSIOR GARAGE & MACHINE WK ***** BUMPER REPAIR TL 20, REPAIRS TL 20, SVC & MAINT. TL 20, REPAIR WINDOW LAD 21, REPAIR REAR WARNING LIGHT ENG 39, AIR PRESSXURE REPAIR FOR TL 20		09/11/2017		4	0.00	23.839.63
55581062		02091		000000086	EXCELSIOR GARAGE & MACHINE WK ***** REPAIRS TO ENGINE #42, WARNING LIGHT ENGINE #40, SVC & ANNUAL MAINT FOR ENGINE #41, REPAIRS TO ENGINE 341		09/11/2017		4	0.00	7.578.95
<b>Total A.3410.0407</b>										<b>0.00</b>	<b>31,418.58</b>
<b>A.3410.0408</b>											
<b>FUEL, OIL &amp; LUBRICANTS</b>											
55580956		02091		0000009258	GLOBAL MONTELLO GROUP CORP. 1755373 FOR VEHICLES	1755373	08/21/2017	09/11/2017	4	0.00	571.78
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. 17061557 GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	224.81
<b>Total A.3410.0408</b>										<b>0.00</b>	<b>796.59</b>
<b>A.3410.0409</b>											
<b>BUILDING IMPROV.</b>											
55581066	56468	02091		0000010940	FACTORY DIRECT ENTERPRISES LLC 160089840 9 TRISTIN LEATHER SOFAS TO REPLACE 60 YR OLD SOFAS IN MEETING ROOM OF HALSTEAD MANOR FIRE HOUSE		09/11/2017	09/11/2017	4	0.00	8,254.99
<b>Total A.3410.0409</b>										<b>0.00</b>	<b>8,254.99</b>
<b>A.3410.0416</b>											
<b>UTILITIES- ELECTRIC</b>											
55581045		02091		0000000125	CON EDISON ***** MONTHLY CHARGES 7/20 TO 8/18/17 - FIRE DEPARTMENT			09/11/2017	4	0.00	1,055.39
<b>Total A.3410.0416</b>										<b>0.00</b>	<b>1,055.39</b>
<b>A.3410.0420</b>											
<b>BUILDING MAINTENANCE</b>											
55581002		02091		0000006625	VITOLITE ELECTRICAL SUPPLIES ***** ELECTRICAL MATERALS			09/11/2017	4	0.00	222.51
<b>Total A.3410.0420</b>										<b>0.00</b>	<b>222.51</b>
<b>A.3410.0421</b>											
<b>CONTRACT SERVICES</b>											
55580938		02091		0000000050	VILLAGE OF MAMARONECK FIRE COISEPT. 2017 U		09/11/2017	09/11/2017	4	0.00	600.00
55581054		02091		0000010535	NESTLE WATERS NORTH AMERICA 07H0437153117 MO. WATER SERVICES CHGS FOR 146 PALMER AVE. 7/19-8/18/17		09/11/2017	09/11/2017	4	0.00	30.99

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<b>Fund A</b>											
<b>Dept 3410</b>											
<b>GENERAL FUND</b>											
<b>FIRE DEPARTMENT</b>											
<b>A.3410.0421</b>											
<b>CONTRACT SERVICES</b>											
<b>Total A.3410.0421</b>										<b>0.00</b>	<b>630.99</b>
<b>Total Dept 3410</b>										<b>0.00</b>	<b>46,569.90</b>
<b>Dept 3510</b>											
<b>CONTROL OF ANIMALS</b>											
<b>A.3510.0421</b>											
<b>CONTRACT SERVICES</b>											
55580939		02091		000008774	ALL ASPECTS WILDLIFE, LLC NUISANCE ANIMAL REMOVAL	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	325.00
55580941		02091		000008720	NEW ROCHELLE HUMANE SOCIETY ANIMAL SHELTER SVCS	SEPT 2017	09/11/2017	09/11/2017	4	0.00	1,886.00
<b>Total A.3510.0421</b>										<b>0.00</b>	<b>2,211.00</b>
<b>Total Dept 3510</b>										<b>0.00</b>	<b>2,211.00</b>
<b>Dept 3820</b>											
<b>SAFETY INSP.-BLDG.</b>											
<b>A.3820.0403</b>											
<b>PRINTING &amp; STATIONERY</b>											
55581009		02091		000000083	PRINTCRAFT RETURN ADDRESS ENVELOPES FOR BLDG DEPT	111714	09/11/2017	09/11/2017	4	0.00	98.77
<b>Total A.3820.0403</b>										<b>0.00</b>	<b>98.77</b>
<b>A.3820.0408</b>											
<b>FUEL, OIL &amp; LUBRICANTS</b>											
55581023		02091		000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	51.46
<b>Total A.3820.0408</b>										<b>0.00</b>	<b>51.46</b>
<b>A.3820.0410</b>											
<b>SUPPLIES</b>											
55581006		02091		000008610	STAPLES INC. AND SUBSIDIARIES SUPPLIES FOR BLDG DEPT	3349873733	09/11/2017	09/11/2017	4	0.00	73.46
<b>Total A.3820.0410</b>										<b>0.00</b>	<b>73.46</b>
<b>Total Dept 3820</b>										<b>0.00</b>	<b>223.69</b>
<b>Dept 3821</b>											
<b>ELECTRICAL DEPARTMENT</b>											
<b>A.3821.0407</b>											
<b>AUTOMOTIVE REPAIRS</b>											
55580982		02091		000000328	VINCENTS GARAGE VEHICLE INSPECTIONS	*****		09/11/2017	4	0.00	35.00

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<b>Fund A</b>		<b>GENERAL FUND</b>											
<b>Dept 3821</b>		<b>ELECTRICAL DEPARTMENT</b>											
<b>A.3821.0407</b>		<b>AUTOMOTIVE REPAIRS</b>											
<b>Total A.3821.0407</b>		<b>AUTOMOTIVE REPAIRS</b>										<b>0.00</b>	<b>35.00</b>
<b>A.3821.0408</b>		<b>FUEL, OIL &amp; LUBRICANTS</b>											
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17081557	08/25/2017	09/11/2017	4	0.00	73.68		
<b>Total A.3821.0408</b>		<b>FUEL, OIL &amp; LUBRICANTS</b>										<b>0.00</b>	<b>73.68</b>
<b>Total Dept 3821</b>		<b>ELECTRICAL DEPARTMENT</b>										<b>0.00</b>	<b>108.68</b>
<b>Dept 4088</b>		<b>INSECT CONTROL</b>											
<b>A.4088.0421</b>		<b>INSECT CONTROL.CONTRACT SERVICES</b>											
55580952		02091		0000010941	JOHNNIE ERSKINE EXTERMINATING SERVICES	2706	09/11/2017	09/11/2017	4	0.00	7,000.00		
<b>Total A.4088.0421</b>		<b>INSECT CONTROL.CONTRACT SERVICES</b>										<b>0.00</b>	<b>7,000.00</b>
<b>Total Dept 4088</b>		<b>INSECT CONTROL</b>										<b>0.00</b>	<b>7,000.00</b>
<b>Dept 5110</b>		<b>STREET MAINTENANCE</b>											
<b>A.5110.0406</b>		<b>TRAINING&amp;CONFERENCE</b>											
55581028		02091		0000008199	NATIONAL SAFETY COUNCIL SAFETY TRAINING	*****		09/11/2017	4	0.00	504.00		
<b>Total A.5110.0406</b>		<b>TRAINING&amp;CONFERENCE</b>										<b>0.00</b>	<b>504.00</b>
<b>A.5110.0407</b>		<b>AUTOMOTIVE REPAIRS</b>											
55580983		02091		0000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	124.05		
55580993		02091		0000005735	GABRIELLI TRUCK SALES LTD. VARIOUS TRUCK PARTS	*****		09/11/2017	4	0.00	(350.00)		
55580993		02091		0000005735	GABRIELLI TRUCK SALES LTD. VARIOUS TRUCK PARTS	*****		09/11/2017	4	0.00	85.71		
55580983		02091		0000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	(130.00)		
55580982		02091		0000000328	VINCENTS GARAGE VEHICLE INSPECTIONS	*****		09/11/2017	4	0.00	26.00		
<b>Total A.5110.0407</b>		<b>AUTOMOTIVE REPAIRS</b>										<b>0.00</b>	<b>(264.24)</b>
<b>A.5110.0408</b>		<b>FUEL, OIL &amp; LUBRICANTS</b>											
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP.	17081557	08/25/2017	09/11/2017	4	0.00	214.40		

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Fund A		GENERAL FUND											
Dept 5110		STREET MAINTENANCE											
A.5110.0408		FUEL, OIL & LUBRICANTS											
55580956		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES GLOBAL MONTELLO GROUP CORP. FOR VEHICLES	1755373	08/21/2017	09/11/2017	4	0.00	445.72		
Total A.5110.0408		FUEL, OIL & LUBRICANTS										0.00	660.12
A.5110.0411		MATERIALS											
55580978		02091		0000007946	WESTCHESTER LANDSCAPE DEPOT 224459/2 CHAINSAW CHAINS		08/25/2017	09/11/2017	4	0.00	35.20		
55580979		02091		0000001723	SAMMARCO STONE AND SUPPLY INC 448890 YARD OF SAND		08/01/2017	09/11/2017	4	0.00	191.44		
55580984		02091		0000004628	RCA ASPHALT LLC ROAD REPAIRS	*****		09/11/2017	4	0.00	2,497.73		
Total A.5110.0411		MATERIALS										0.00	2,724.37
A.5110.0421		STREET MAINTENANCE.CONTRACT SERVICES											
55581025		02091		0000010611	LAKESIDE PLASTICS INC. SAFETY CONES	T140925-IN	08/16/2017	09/11/2017	4	0.00	2,429.35		
Total A.5110.0421		STREET MAINTENANCE.CONTRACT SERVICES										0.00	2,429.35
Total Dept 5110		STREET MAINTENANCE										0.00	6,053.60
Dept 5142		SNOW REMOVAL											
A.5142.0407		AUTOMOTIVE REPAIRS											
55580993		02091		0000005735	GABRIELLI TRUCK SALES LTD. VARIOUS TRUCK PARTS	*****		09/11/2017	4	0.00	1,203.34		
55580993		02091		0000005735	GABRIELLI TRUCK SALES LTD. VARIOUS TRUCK PARTS	*****		09/11/2017	4	0.00	(523.59)		
55580999		02091		0000001247	SPRING TECH CORP TRUCK SPRINGS	W39094	08/29/2017	09/11/2017	4	0.00	1,738.12		
Total A.5142.0407		AUTOMOTIVE REPAIRS										0.00	2,417.87
Total Dept 5142		SNOW REMOVAL										0.00	2,417.87
Dept 5182		STREET LIGHTING											
A.5182.0411		MATERIALS											
55581002		02091		0000006625	VITOLITE ELECTRICAL SUPPLIES ELECTRICAL MATERALS	*****		09/11/2017	4	0.00	226.14		

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<b>Fund A</b>											
<b>Dept 5182</b>											
<b>GENERAL FUND</b>											
<b>STREET LIGHTING</b>											
<b>A.5182.0411</b>											
<b>MATERIALS</b>											
<b>Total A.5182.0411</b>										<b>0.00</b>	<b>226.14</b>
<b>Total Dept 5182</b>										<b>0.00</b>	<b>226.14</b>
<b>Dept 7110</b>											
<b>PARKS DEPARTMENT</b>											
<b>A.7110.0407</b>											
<b>AUTOMOTIVE REPAIRS</b>											
55580983		02091		0000000450	TRI-CITY AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	26.92
55580969		02091		0000001752	ARGENTO & SONS V-BELT	329640	08/25/2017	09/11/2017	4	0.00	85.02
<b>Total A.7110.0407</b>										<b>0.00</b>	<b>111.94</b>
<b>A.7110.0408</b>											
<b>FUEL, OIL &amp; LUBRICANTS</b>											
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17081557	08/25/2017	09/11/2017	4	0.00	309.95
55580956		02091		0000009258	GLOBAL MONTELLO GROUP CORP. FOR VEHICLES	1755373	08/21/2017	09/11/2017	4	0.00	91.75
<b>Total A.7110.0408</b>										<b>0.00</b>	<b>401.70</b>
<b>A.7110.0409</b>											
<b>BLDG. &amp; PARK IMPROV.</b>											
55581019		02091		0000003222	INTERSTATE + LAKELAND LUMBER C CEDAR WOOD BUILDING MATERIALS	701223	09/11/2017	09/11/2017	4	0.00	175.28
55581022		02091		0000009742	RIDGEWAY GARDEN CENTER PEAT MOSS, SOD PURCHASES FOR COLUMBUS & WARREN AVENUE PARKS	*****		09/11/2017	4	0.00	495.00
<b>Total A.7110.0409</b>										<b>0.00</b>	<b>670.28</b>
<b>A.7110.0410</b>											
<b>SUPPLIES</b>											
55581017		02091		0000000258	CLEANING SYSTEMS TRASH CAN LINERS	480937	09/11/2017	09/11/2017	4	0.00	176.25
<b>Total A.7110.0410</b>										<b>0.00</b>	<b>176.25</b>
<b>A.7110.0411</b>											
<b>MATERIALS</b>											
55581022		02091		0000009742	RIDGEWAY GARDEN CENTER TOP SOIL PURCHASES FOR COLUMBUS & WARREN AVENUE PARKS	*****		09/11/2017	4	0.00	1,050.00
55581018		02091		0000004107	HOME DEPOT COLUMBUS PARK SUPPLIES - THREADED ROD, COPPER CAP, BOLTS PURCHASES	6011855	09/11/2017	09/11/2017	4	0.00	66.02
<b>Total A.7110.0411</b>										<b>0.00</b>	<b>1,116.02</b>

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<b>Fund A</b>											
<b>Dept 7110</b>											
<b>GENERAL FUND</b>											
<b>PARKS DEPARTMENT</b>											
<b>A.7110.0420</b>											
<b>PARKS DEPT BUILDING MAINTENANCE</b>											
55581002		02091		0000006825	VITOLITE ELECTRICAL SUPPLIES ELECTRICAL MATERALS	*****		09/11/2017	4	0.00	838.10
<b>Total A.7110.0420</b>										<b>0.00</b>	<b>838.10</b>
<b>A.7110.0421</b>											
<b>CONTRACT SERVICES</b>											
55581020		02091		0000002591	ARCURI ALARM SYSTEMS CHECKED SYSTEM DUE TO TROUBLE SIGNAL, TIGHTENED UP SMOKE/CARBONS, RESET SYSTEM	P26831	09/11/2017	09/11/2017	4	0.00	95.00
<b>Total A.7110.0421</b>										<b>0.00</b>	<b>95.00</b>
<b>Total Dept 7110</b>											
										<b>0.00</b>	<b>3,409.29</b>
<b>Dept 7140</b>											
<b>RECREATION ADMINISTRATION</b>											
<b>A.7140.0408</b>											
<b>AUTO MILEAGE ALLOWANCE</b>											
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	26.84
<b>Total A.7140.0408</b>										<b>0.00</b>	<b>26.84</b>
<b>A.7140.0410</b>											
<b>RECREATION SUPPLIES</b>											
55580869		02091		0000000006	BREWERS HARDWARE CARPET CLEANING SUPPLIES	585807	09/11/2017	09/11/2017	4	0.00	28.39
55580873	201710091	02091		0000008542	GLOBAL IND. INC. C/O YOUNG EQUIP THREE ROLLING PRINCETON CABINETS	006133442	09/11/2017	09/11/2017	4	0.00	1,046.68
55581012		02091		0000004963	CONSOLIDATED PLASTICS COMPAN AQUASORB PREMIERE MAT PURCHASES	7685849	09/11/2017	09/11/2017	4	0.00	584.23
<b>Total A.7140.0410</b>										<b>0.00</b>	<b>1,659.30</b>
<b>A.7140.0421</b>											
<b>CONTRACT SERVICES</b>											
55580888		02091		0000009894	EVERBANK COMMERCIAL FINANCE II CANON COPIER LEASE MONTHLY PAYMENT	4668950	09/11/2017	09/11/2017	4	0.00	410.75
55580980		02091		0000007780	J & M HEATING & AIR CONDITIONING REROUTE CONDENSATE LINE	7483	09/11/2017	09/11/2017	4	0.00	839.68
<b>Total A.7140.0421</b>										<b>0.00</b>	<b>1,250.43</b>
<b>Total Dept 7140</b>											
										<b>0.00</b>	<b>2,936.57</b>
<b>Dept 7142</b>											
<b>LEAGUES</b>											
<b>A.7142.0220</b>											
<b>LEAGUES.EQUIPMENT</b>											

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<b>Fund A</b>											
<b>Dept 7142</b>											
<b>GENERAL FUND</b>											
<b>LEAGUES</b>											
<b>A.7142.0220</b>											
<b>LEAGUES.EQUIPMENT</b>											
55581003	201710094	02091		0000007592	ULINE STORAGE SOLUTION	89815237	09/11/2017	09/11/2017	4	0.00	521.42
<b>Total A.7142.0220</b>										<b>0.00</b>	<b>521.42</b>
<b>A.7142.0410</b>											
<b>LEAGUE SUPPLIES</b>											
55581034	201710124	02091		0000000917	ARC SPORTS 24 DOZEN PRO NINE 44YSC SOFTBALLS	082817	09/11/2017	09/11/2017	4	0.00	1,048.56
<b>Total A.7142.0410</b>										<b>0.00</b>	<b>1,048.56</b>
<b>Total Dept 7142</b>										<b>0.00</b>	<b>1,569.98</b>
<b>Dept 7143</b>											
<b>SPECIAL EVENTS</b>											
<b>A.7143.0410</b>											
<b>SUPPLIES</b>											
55580885		02091		0000010928	AMAZON CAPITAL SERVICES BAMBOO MARSHMALLOW S'MORES ROASTING STICKS	1JHQ-7XCH-CJ7L	09/11/2017	09/11/2017	4	0.00	59.97
55581040		02091		0000005925	FOX PARTY RENTAL DBA WESTSIDE53014-4 20 X 30 WHITE FRAME TENT RENTAL		09/11/2017	09/11/2017	4	0.00	475.00
<b>Total A.7143.0410</b>										<b>0.00</b>	<b>534.97</b>
<b>Total Dept 7143</b>										<b>0.00</b>	<b>534.97</b>
<b>Dept 7180</b>											
<b>BEACH</b>											
<b>A.7180.0410</b>											
<b>SUPPLIES</b>											
55580966		02091		0000000258	CLEANING SYSTEMS TOILET TISSUE PURCHASE	480938	09/11/2017	09/11/2017	4	0.00	176.25
55581052	201710122	02091		0000000312	GLOBAL COMPUTER SUPPLIES STORAGE CABINETS	111506475	09/11/2017	09/11/2017	4	0.00	620.00
<b>Total A.7180.0410</b>										<b>0.00</b>	<b>796.25</b>
<b>A.7180.0420</b>											
<b>BEACH BUILDING MAINTENANCE</b>											
55581002		02091		0000006625	VITOLITE ELECTRICAL SUPPLIES ELECTRICAL MATERIALS	*****		09/11/2017	4	0.00	217.44
<b>Total A.7180.0420</b>										<b>0.00</b>	<b>217.44</b>
<b>A.7180.0421</b>											
<b>CONTRACT SERVICES</b>											
55580967		02091		0000003655	MCGUIRE'S MECHANICAL CONTRACT***** MEN'S BATHROOM SHOWER DRAIN REPAIR, LADIES ROOM SHOWER HEAD			09/11/2017	4	0.00	842.81

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Fund A		GENERAL FUND											
Dept 7180		BEACH											
A.7180.0421		CONTRACT SERVICES											
					MCGUIRE'S MECHANICAL CONTRAC REPAIR, OUTDOOR BEACH SHOWER REPAIR								
55580864		02091		0000006482	SWANK MOTION PICTURES INC.	DB 2386045	09/11/2017	09/11/2017	4	0.00	301.00		
55580867		02091		0000010808	ANDRES HIDALGO	00573	09/11/2017	09/11/2017	4	0.00	750.00		
					LICENSE USE FOR MOVIE "PAN"								
					FLOOR CLEANING SERVICES FOR BLUE ROOM & RED ROOM								
Total A.7180.0421		CONTRACT SERVICES										0.00	1,893.81
Total Dept 7180		BEACH										0.00	2,907.50
Dept 7230		MARINA & DOCKS											
A.7230.0230		EQUIPMENT & TOOLS											
55580964		02091		0000003479	WAUBAUSHENE MACHINE & WELDIN USD 2051		09/11/2017	09/11/2017	4	0.00	121.08		
					CLEANING OF RETURNED AIR REVERSE VALVE								
Total A.7230.0230		EQUIPMENT & TOOLS										0.00	121.08
A.7230.0408		FUEL, OIL & LUBRICANTS											
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP.	17061557	08/25/2017	09/11/2017	4	0.00	101.04		
					GAS FOR VEHICLES								
Total A.7230.0408		FUEL, OIL & LUBRICANTS										0.00	101.04
A.7230.0415		UTILITIES - WATER											
55580963		02091		0000000136	WESTCHESTER JOINT WATER WORKS	091117	09/11/2017	09/11/2017	4	0.00	1,943.32		
					METERED BILLING								
Total A.7230.0415		UTILITIES - WATER										0.00	1,943.32
A.7230.0420		BUILDING MAINTENANCE											
55580959		02091		0000007780	J & M HEATING & AIR CONDITIONING 7453		09/11/2017	09/11/2017	4	0.00	651.54		
					REPLACE BLOWER AND MOTOR FOR AC UNIT								
55581002		02091		0000006625	VITOLITE ELECTRICAL SUPPLIES *****			09/11/2017	4	0.00	219.30		
					ELECTRICAL MATERALS								
Total A.7230.0420		BUILDING MAINTENANCE										0.00	870.84
A.7230.0437		FLOATS											
55580960		02091		0000003655	MCGUIRE'S MECHANICAL CONTRAC	14432	09/11/2017	09/11/2017	4	0.00	403.28		
					REPAIRED LEAK ON THE WATER LINE AT EAST BASIN								
Total A.7230.0437		FLOATS										0.00	403.28

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<b>Fund A</b>											
<b>GENERAL FUND</b>											
<b>Dept 7230</b>											
<b>MARINA &amp; DOCKS</b>											
<b>Total Dept 7230</b>										<b>0.00</b>	<b>3,439.56</b>
<b>Dept 7317</b>											
<b>YOUTH PROG. - DAY CAMP</b>											
<b>A.7317.0422</b>											
<b>FEES</b>											
55580872	201710117	02091		0000010760	HOUSE OF FINS LLC MONTHLY SERVICE CONTRACT FOR AUGUST 2017	29529CT	09/11/2017	09/11/2017	4	0.00	1,000.00
55580871		02091		0000007183	ST. THOMAS CHURCH HEATHCORE HALL USAGE BY VMDC DUE TO INCLEMENT WEATHER	083017	09/11/2017	09/11/2017	4	0.00	150.00
55580870		02091		0000010810	SERGIO GUZMAN U1 SPORTS CAMP AT HARBOR ISLAND PARK	083017	09/11/2017	09/11/2017	4	0.00	1,559.20
<b>Total A.7317.0422</b>										<b>0.00</b>	<b>2,709.20</b>
<b>Total Dept 7317</b>										<b>0.00</b>	<b>2,709.20</b>
<b>Dept 8020</b>											
<b>PLANNING</b>											
<b>A.8020.0421</b>											
<b>CONTRACT SERVICES</b>											
55581007		02091		0000009643	ROBERT GALVIN CONSULTING PLANNER AUG 2017	08-17	09/11/2017	09/11/2017	4	0.00	5,017.50
55581004		02091		0000005050	LMC-TV EDITING SERVICES FOR ZBA MEETING	2017-058	09/11/2017	09/11/2017	4	0.00	105.00
<b>Total A.8020.0421</b>										<b>0.00</b>	<b>5,122.50</b>
<b>Total Dept 8020</b>										<b>0.00</b>	<b>5,122.50</b>
<b>Dept 8160</b>											
<b>SANITATION/WASTE COLLECTION</b>											
<b>A.8160.0407</b>											
<b>AUTOMOTIVE REPAIRS</b>											
55580996		02091		0000006620	DTM PARTS SUPPLY INC TRUCK SWITCH	34481	08/28/2017	09/11/2017	4	0.00	59.85
55580993		02091		0000005735	GABRIELLI TRUCK SALES LTD. VARIOUS TRUCK PARTS	*****		09/11/2017	4	0.00	60.65
55580991		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	292.69
<b>Total A.8160.0407</b>										<b>0.00</b>	<b>413.19</b>
<b>A.8160.0408</b>											
<b>FUEL, OIL &amp; LUBRICANTS</b>											
55580956		02091		0000009258	GLOBAL MONTELLO GROUP CORP. FOR VEHICLES	1755373	08/21/2017	09/11/2017	4	0.00	1,927.48
55580976		02091		0000006865	POWER PLAN OIB HY-GARD OIL FOR JOHN DEERE LOADERS	W94458	08/25/2017	09/11/2017	4	0.00	1,611.08
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	64.79

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<b>Fund A</b>												
<b>Dept 8160</b>												
<b>GENERAL FUND</b>												
<b>SANITATION/WASTE COLLECTION</b>												
<b>A.8160.0408</b>												
<b>FUEL, OIL &amp; LUBRICANTS</b>												
<b>Total A.8160.0408</b>										<b>0.00</b>	<b>3,603.35</b>	
<b>A.8160.0421</b>												
<b>CONTRACT SERVICES</b>												
55581001		02091		0000010276	ROBERT WELSH	082317	08/23/2017	09/11/2017	4	0.00	25.00	
<b>Total A.8160.0421</b>										<b>0.00</b>	<b>25.00</b>	
<b>A.8160.0446</b>												
<b>RECYCLING EXPENSES</b>												
55580986		02091		0000009239	N.Y. MATERIALS LLC ROAD REPAIRS	35676	08/18/2017	09/11/2017	4	0.00	225.75	
<b>Total A.8160.0446</b>										<b>0.00</b>	<b>225.75</b>	
<b>Total Dept 8160</b>												
<b>SANITATION/WASTE COLLECTION</b>												
											<b>0.00</b>	<b>4,267.29</b>
<b>Dept 8170</b>												
<b>STREET CLEANING</b>												
<b>A.8170.0407</b>												
<b>AUTOMOTIVE REPAIRS</b>												
55580970		02091		0000008729	CENTRAL TURF & IRRIGATION SUPPLI CHAPIN NOZZ KIT	16019302	08/23/2017	09/11/2017	4	0.00	23.87	
55580994		02091		0000000006	BREWERS HARDWARE	*****		09/11/2017	4	0.00	14.00	
<b>Total A.8170.0407</b>										<b>0.00</b>	<b>37.87</b>	
<b>A.8170.0408</b>												
<b>FUEL, OIL &amp; LUBRICANTS</b>												
55580991		02091		0000005798	MENDEL'S TRUCK & AUTO PARTS VARIOUS AUTO PARTS	*****		09/11/2017	4	0.00	211.71	
55580956		02091		0000009258	GLOBAL MONTELLO GROUP CORP. FOR VEHICLES	1755373	08/21/2017	09/11/2017	4	0.00	244.43	
<b>Total A.8170.0408</b>										<b>0.00</b>	<b>456.14</b>	
<b>Total Dept 8170</b>												
											<b>0.00</b>	<b>494.01</b>
<b>Dept 9060</b>												
<b>HOSPITAL &amp; MEDICAL INS.</b>												
<b>A.9060.0804</b>												
<b>HOSPITAL &amp; MEDICAL INSURANCE</b>												
55580902		02091		0000004069	JOAN FLYNN MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00	
55580903		02091		0000007229	JOAN MCMAHON MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	187.50	
55580904		02091		0000005364	JOAN PATERNO & DOMINICK PATERI MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	209.80	
55580905		02091		0000008246	JOHN DI CIOCCIO	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	113.00	

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Fund A		GENERAL FUND									
Dept 8060		HOSPITAL & MEDICAL INS.									
A.9060.0804		HOSPITAL & MEDICAL INSURANCE									
					JOHN DI CIOCCIO MEDICARE REIMB.						
55580906		02091		0000004409	JUNE BISACCIA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	109.00
55580907		02091		0000004467	JOSEPH DELBIANCO MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	105.00
55580908		02091		0000010126	LINDA S. SANITA AND FRANCIS G. S. MEDICARE REIMB. AUG 2014	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	217.00
55580909		02091		0000000580	JOSEPH GARERI MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	185.00
55580910		02091		0000007736	JUDITH A. CAPUTI MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00
55580911		02091		0000002500	JULIA O'NEILL/ARTHUR O'NEILL MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	133.87
55580912		02091		0000008848	KEITH PETERKIN AND SHARON PETE MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	209.80
55580913		02091		0000007254	LAURENCE PRESTON MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	109.00
55580914		02091		0000009150	LEONARD M. VERRASTRO & LINDA C MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	245.00
55580915		02091		0000007537	LINDA ANDERSON/ROBERT ANDERS MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	218.00
55580916		02091		0000001257	LLOYD WRIGHT MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	187.50
55580917		02091		0000010062	MARIE HARTNETT CK # 98050 FOR \$209.80 VOIDED AND REPLACED - PAYMENT NOW \$104.90 AS HUSBAND DECEASED IN JULY 2016	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	110.00
55580918		02091		0000006462	MARK DELITTA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	112.00
55580919		02091		0000009654	MARYELLEN DOPPKE MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	110.00
55580920		02091		0000006205	MATTHEW FOSELLA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	112.00
55580921		02091		0000009193	MICHAEL A. SENA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	348.30
55580922		02091		0000006335	MICHAEL AVOLIO MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00
55580923		02091		0000008140	MICHAEL F.MC LOUGHLIN & MARGA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	219.00
55580924		02091		0000006222	ROSEMARIE REGGINA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	109.00
55580925		02091		0000006944	NICHOLAS GRETO/DIANE GRETO MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	290.95
55580926		02091		0000007234	RICHARD CARROLL & FRANCES CAR MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	209.80

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Fund A		GENERAL FUND									
Dept 9060		HOSPITAL & MEDICAL INS.									
A.9060.0804		HOSPITAL & MEDICAL INSURANCE									
55580927		02091		000008928	RICHARD E. LANZA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	112.00
55580928		02091		0000010013	ROBERT F. DEGINA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	109.00
55580929		02091		0000010024	ROBERT HOLLAND MEDICARE REIMB. JAN 2016 BAL DUE \$24.50 PLUS FEB 2016 \$170.50	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	187.50
55580930		02091		0000007317	ROBERT MORETTI MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	110.00
55580931		02091		000008330	ROGER AND ELLEN SIRLIN MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	175.00
55580932		02091		0000009649	SALVATORE DENARO & ROSEANN DI MEDICARE REIMB. NSALVATORE \$74.12 PER MO. AND ROSEANN 5 MO. AT \$103.30 = 516.50	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	590.62
55580933		02091		0000005986	THOMAS LABARBERA & MARIE LABA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	209.80
55580934		02091		0000008017	VINCENT J. VERLEZZA MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	108.00
55580935		02091		0000009618	WILLIAM G. FINKE MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	108.34
55580936		02091		0000003900	WILLIAM MAGRINO MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	110.00
55580942		02091		0000010143	GEORGE I. MALDONADO MEDICARE REBURSEMENT	SEPT 2017	09/11/2017	09/11/2017	4	0.00	294.60
55580943		02091		0000003534	VICTOR FONTECCHIO REIMBURSEMENT FOR MEDICARE	SEPT 2017	09/11/2017	09/11/2017	4	0.00	110.00
55580944		02091		0000006183	CAROLE POPICK AND STANLEY POP MEDICARE REIMB	SEPT 2017	09/11/2017	09/11/2017	4	0.00	217.00
55580945		02091		0000010366	JACK RIO AND CUPERTINA RIO MEDICARE REIMBURSEMENT PART B	SEPT 2017	09/11/2017	09/11/2017	4	0.00	93.63
55580946		02091		0000010426	EDWARD E. FLYNN MEDICARE REIMBURSEMENT	SEPT 2017	09/11/2017	09/11/2017	4	0.00	104.90
55580947		02091		0000010421	ROBERT C. SWANSON AND ELAINE S MEDICARE REIMBURSEMENT	SEPT 2017	09/11/2017	09/11/2017	4	0.00	216.00
55580948		02091		0000010614	REGAN KELLY MEDICARE REIMBURSEMENT	SEPT 2017	09/11/2017	09/11/2017	4	0.00	112.00
55580949		02091		0000003414	ANN COSTA MEDICARE REIMBURSEMENT	SEPT 2017	09/11/2017	09/11/2017	4	0.00	128.00
55580950		02091		0000010686	MARIA F. AMBROSE MEDICARE REIMBURSEMENT	SEPT 2017	09/11/2017	09/11/2017	4	0.00	127.00
55580951		02091		0000007077	ANDREW F. GENOVESE MEDICARE REIMBURSEMENT SEPT. 2016 AND OCT 2016 AT \$121.80 PER MONTH	SEPT 2017	09/11/2017	09/11/2017	4	0.00	127.00
55581065		02091		0000010945	JEFFREY A. CARDILLO MEDICARE REIMBURSEMENT MAY, JUNE, JULY, AUG & SEPT. 2017 M@ \$428.60 NPER MONTH	MAY-SEPT 2017	09/11/2017	09/11/2017	4	0.00	2,143.00
55580876		02091		0000000950	ADELE WOODRUFF	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	104.90

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Fund A		GENERAL FUND									
Dept 9060		HOSPITAL & MEDICAL INS.									
A.9060.0804		HOSPITAL & MEDICAL INSURANCE									
					ADELE WOODRUFF MEDICARE REIMB						
55580877		02091		0000008602	ALEXANDER RICOZZI & ELIZABETH R	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	237.00
					MEDICARE REIMB.						
55580878		02091		0000006906	ANN MALAVET	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00
					MEDICARE REIMB.						
55580879		02091		0000005488	ANTONIO & RITA NICOLELLI	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	215.00
					MEDICARE REIMB. AUG 2014						
55580880		02091		0000009845	ARLENE F. VIGGIANO	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00
					MEDICARE REIMB.						
55580881		02091		0000004370	CAROL A. VITTI	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	109.00
					MEDICARE REIMB.						
55580882		02091		0000002959	CATHERINE A. DIFALCO	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	108.00
					MEDICARE REIMB.						
55580883		02091		0000007266	CHARLES DI RUZZIO/SHARON DI RU	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	218.00
					MEDICARE REIMB.						
55580884		02091		0000010019	DAVID HAMMOND SR. & BARBARA H	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	218.00
					MEDICARE REIMB.						
55580885		02091		0000007922	DAWN SARLO AND JOHN P. SARLO	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	217.00
					MEDICARE REIMB.						
55580886		02091		0000009392	DIANA L. TORRE	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	112.00
					MEDICARE REIMB.						
55580887		02091		0000006945	EDWARD ENSIGN JR. & JUDITH ENSI	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	217.00
					MEDICARE REIMB.						
55580888		02091		0000006017	EDWARD K. MURRAY	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00
					MEDICARE REIMB.						
55580889		02091		0000006541	EDWIN L. TURNER AND JOAN TURNE	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	282.00
					MEDICARE REIMB.						
55580890		02091		0000000310	ERNEST POCCIA	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	104.90
					MEDICARE REIMB.						
55580891		02091		0000007272	ETHEL GOETZ	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	110.00
					MEDICARE REIMB.						
55580892		02091		0000006715	FRANK ADAMO	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	109.00
					MEDICARE REIMB.						
55580893		02091		0000005985	FRANK BONACCI	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	112.00
					MEDICARE REIMB.						
55580894		02091		0000006277	FREDERICK J. BARILE	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	104.90
					MEDICARE REIMB.						
55580895		02091		0000007150	FREDERICK T. DALY	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	110.00
					MEDICARE REIMB.						
55580896		02091		0000009827	GERALDINE DIAMOND	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	112.00
					MEDICARE REIMB.						
55580897		02091		0000008221	HENRY RUFFLER	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	112.00
					MEDICARE REIMB.						
55580898		02091		0000000402	IRENE ROMANI	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	110.00

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<b>Fund A</b>											
<b>Dept 9060</b>											
<b>A.9060.0804</b>											
<b>GENERAL FUND</b>											
<b>HOSPITAL &amp; MEDICAL INS.</b>											
<b>HOSPITAL &amp; MEDICAL INSURANCE</b>											
					IRENE ROMANI MEDICARE REIMB.						
55580899		02091		0000009708	JAMES J. DONNELLAN MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00
55580900		02091		0000008280	JAMES MANCUSI MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	111.00
55580901		02091		0000008193	JEANETTE PERON AND ALAN PERON MEDICARE REIMB.	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	375.00
<b>Total A.9060.0804</b>					<b>HOSPITAL &amp; MEDICAL INSURANCE</b>					<b>0.00</b>	<b>13,629.41</b>
<b>Total Dept 9060</b>					<b>HOSPITAL &amp; MEDICAL INS.</b>					<b>0.00</b>	<b>13,629.41</b>
<b>Dept 9080</b>											
<b>A.9080.0808</b>											
<b>OTHER BENEFITS</b>											
<b>OPTICAL/WELFARE FUND</b>											
55580937		02091		0000000998	VILLAGE OF MAMARONECK PBA CONTRACTUAL MONTHLY	SEPT. 2017	09/11/2017	09/11/2017	4	0.00	7,433.33
<b>Total A.9080.0808</b>					<b>OPTICAL/WELFARE FUND</b>					<b>0.00</b>	<b>7,433.33</b>
<b>Total Dept 9080</b>					<b>OTHER BENEFITS</b>					<b>0.00</b>	<b>7,433.33</b>
<b>Total Fund A</b>					<b>GENERAL FUND</b>					<b>0.00</b>	<b>510,349.36</b>

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<b>Fund G</b>					<b>SEWER FUND</b>						
<b>Dept 8120</b>					<b>SANITARY SEWER SYSTEM</b>						
<b>G.8120.0407</b>					<b>AUTOMOTIVE REPAIRS</b>						
55580975		02091		0000009829	JACK DOHENY SUPPLIES INC. FILL TUBE WELDMENT	C01593	08/15/2017	09/11/2017	4	0.00	111.97
<b>Total G.8120.0407</b>					<b>AUTOMOTIVE REPAIRS</b>					<b>0.00</b>	<b>111.97</b>
<b>G.8120.0408</b>					<b>FUEL, OIL &amp; LUBRICANTS</b>						
55581023		02091		0000009258	GLOBAL MONTELLO GROUP CORP. GAS FOR VEHICLES	17061557	08/25/2017	09/11/2017	4	0.00	69.58
55580956		02091		0000009258	GLOBAL MONTELLO GROUP CORP. FOR VEHICLES	1755373	08/21/2017	09/11/2017	4	0.00	21.84
<b>Total G.8120.0408</b>					<b>FUEL, OIL &amp; LUBRICANTS</b>					<b>0.00</b>	<b>91.42</b>
<b>Total Dept 8120</b>					<b>SANITARY SEWER SYSTEM</b>					<b>0.00</b>	<b>203.39</b>
<b>Total Fund G</b>					<b>SEWER FUND</b>					<b>0.00</b>	<b>203.39</b>

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Fund H17					2017 CAPITAL PROJECTS						
Dept 3410					FIRE DEPARTMENT						
H17.3410.0260.0003					FIRE CHIEF'S VEHICLE						
55581064	201710010	02091		0000010861	VANCE CHEVROLET, BUICK, GMC INI 12283 CHIEF'S VEHICLE FOR FIRE DEPARTMENT		09/11/2017	09/11/2017	4	0.00	55,884.90
Total H17.3410.0260.0003					FIRE CHIEF'S VEHICLE					0.00	55,884.90
Total Dept 3410					FIRE DEPARTMENT					0.00	55,884.90
Dept 5110					STREET MAINTENANCE						
H17.5110.0360.0001					EMERGENCY REPAIR - TRANSFER STATION DEMO AND REPLACEMENT						
55581000		02091		0000004107	HOME DEPOT ROOFING MATERIALS	080817	08/08/2017	09/11/2017	4	0.00	272.43
Total H17.5110.0360.0001					EMERGENCY REPAIR - TRANSFER STATION DEMO AND REPLACEMENT					0.00	272.43
Total Dept 5110					STREET MAINTENANCE					0.00	272.43
Total Fund H17					2017 CAPITAL PROJECTS					0.00	56,157.33

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Fund TA		AGENCY FUND									
Dept 0000											
TA.0000.3103.0063		209 GRAND ST SUBDIVISION									
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	45.00
Total TA.0000.3103.0063		209 GRAND ST SUBDIVISION									
										0.00	45.00
TA.0000.3103.0075		1000 TAYLOR LN SUBDIVISION									
55581008		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW JULY 2017	*****		09/11/2017	4	0.00	2,498.75
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	2,613.00
55580863		02091		0000000007	BUCKHURST FISH & JACQUEMART MV TAYLORS LANE SUBDIVISION	00301.94.0-41	09/11/2017	09/11/2017	4	0.00	462.40
Total TA.0000.3103.0075		1000 TAYLOR LN SUBDIVISION									
										0.00	5,574.15
TA.0000.3103.0334		MB&Y CLUB									
55581008		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW JULY 2017	*****		09/11/2017	4	0.00	645.00
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	3,082.50
Total TA.0000.3103.0334		MB&Y CLUB									
										0.00	3,727.50
TA.0000.3103.0347		120 MADISON- SWIM SCHOOL									
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	360.00
Total TA.0000.3103.0347		120 MADISON- SWIM SCHOOL									
										0.00	360.00
TA.0000.3103.0372		HAMPSHIRE-1107 COVE RD									
55581008		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW JULY 2017	*****		09/11/2017	4	0.00	2,415.00
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	270.00
Total TA.0000.3103.0372		HAMPSHIRE-1107 COVE RD									
										0.00	2,685.00
TA.0000.3103.0395		RALPH'S ITALIAN ICES-946 E. B P RD									
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	834.00
Total TA.0000.3103.0395		RALPH'S ITALIAN ICES-946 E. B P RD									
										0.00	834.00
TA.0000.3103.0410		1025 COVE RD-1SP-2014 RENEW-HAMPSHIRE									

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Fund TA		AGENCY FUND											
Dept 0000		.											
TA.0000.3103.0410		1025 COVE RD-1SP-2014 RENEW-HAMPSHIRE											
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	1,351.00		
Total TA.0000.3103.0410												0.00	1,351.00
TA.0000.3103.0431		145-149 LIBRARY LN-SITE PLAN-PB											
55581007		02091		0000009643	ROBERT GALVIN CONSULTING PLANNER AUG 2017	08-17	09/11/2017	09/11/2017	4	0.00	552.50		
Total TA.0000.3103.0431												0.00	552.50
TA.0000.3103.0435		612 WAVERLY-PLANNING-PARKING LOT SITE PLAN											
55581008		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW JULY 2017	*****		09/11/2017	4	0.00	440.00		
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	24.50		
Total TA.0000.3103.0435												0.00	464.50
TA.0000.3103.0436		740 SOUNDVIEW-HCZMC-O'KEEFE											
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	171.50		
Total TA.0000.3103.0436												0.00	171.50
TA.0000.3103.0437		841 TAYLORS LN-ZBA-TURETT											
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	392.00		
Total TA.0000.3103.0437												0.00	392.00
TA.0000.3103.0438		338 PALMER AVE-ZBA -VALVANO											
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	269.50		
Total TA.0000.3103.0438												0.00	269.50
TA.0000.3103.0439		599 E BOSTON POST RD-ZBA-PIZZA GOURMET											
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	196.00		
Total TA.0000.3103.0439												0.00	196.00
TA.0000.3103.0440		504 THE PARKWAY -ZBA-6SP-2013											

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Fund TA		AGENCY FUND									
Dept 0000											
TA.0000.3103.0440		504 THE PARKWAY -ZBA-6SP-2013									
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	147.00
Total TA.0000.3103.0440											
		0.00 147.00									
TA.0000.3103.0441		500 RUSHMORE -3W-2017 NICHOLS YACHT YARD									
55581008		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW JULY 2017	*****		09/11/2017	4	0.00	1,469.00
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	245.00
55581007		02091		0000009643	ROBERT GALVIN CONSULTING PLANNER AUG 2017	08-17	09/11/2017	09/11/2017	4	0.00	170.00
Total TA.0000.3103.0441											
		0.00 1,884.00									
TA.0000.3103.0442		300 WAVERLY- PLANNING BOARD SPECIAL PERMIT-WST LLC									
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	24.50
Total TA.0000.3103.0442											
		0.00 24.50									
TA.0000.3103.0443		145-149 LIBRARY LANE- PLANNING BOARD									
55581008		02091		0000006431	WOODARD & CURRAN ENGINEERING SERVICES ESCROW JULY 2017	*****		09/11/2017	4	0.00	743.75
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	49.00
Total TA.0000.3103.0443											
		0.00 792.75									
TA.0000.3103.0448		746 MAMARONECK-ZBA-AVALON PROP.									
55581007		02091		0000009643	ROBERT GALVIN CONSULTING PLANNER AUG 2017	08-17	09/11/2017	09/11/2017	4	0.00	510.00
55581005		02091		0000010278	MC CARTHY FINGAR LLP LEGAL SERVICES LAND USE BOARDS JULY 2017	*****		09/11/2017	4	0.00	171.50
Total TA.0000.3103.0448											
		0.00 681.50									
TA.0000.3104.0308		DCH TOYOTA CITY- SHOWROOM-#16-0722S									
55581039		02091		ONETIME	SIGN STAR NY INC. SIGN BOND REFUND FOR 135 E. BOSTON POST RD.	16-0722-S	09/11/2017	09/11/2017	4	0.00	250.00
Total TA.0000.3104.0308											
		0.00 250.00									
TA.0000.3104.0388		320 E.B.P.RD#17-0822-S/SIGN DESIGN JC AWNING									

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Fund TA		AGENCY FUND											
Dept 0000		.											
TA.0000.3104.0398		320 E.B.P.RD#17-0822-S/SIGN DESIGN JC AWNING											
55581041		02091		ONETIME	SIGN JC AWNING SIGN BOND RELEASE FOR 320 E. BOSTON POST RD.	17-0822-S	09/11/2017	09/11/2017	4	0.00	250.00		
Total TA.0000.3104.0398		320 E.B.P.RD#17-0822-S/SIGN DESIGN JC AWNING										0.00	250.00
Total Dept 0000		.										0.00	20,652.40
Total Fund TA		AGENCY FUND										0.00	20,652.40
Grand Total												0.00	587,362.48

Dept. No.	Name	Enc. Amount	Exp. Amount
0000	.	0.00	90,036.65
1010	BOARD OF TRUSTEES	0.00	374.00
1110	VILLAGE JUSTICE	0.00	2,233.55
1130	TRAFFIC VIOLATIONS BUREAU	0.00	6,573.16
1230	VILLAGE MANAGER	0.00	5,857.39
1325	CLERK-TREASURER	0.00	27.00
1420	LAW	0.00	23,338.32
1460	RECORDS MANAGEMENT	0.00	1,650.00
1490	PUBLIC WORKS ADMIN.	0.00	811.34
1620	PUBLIC SAFETY BUILDING	0.00	3,693.51
1621	ADMINISTRATIVE OFFICES	0.00	5,208.00
1622	OPERATION OF BUILDINGS	0.00	26.92
1640	CENTRAL GARAGE	0.00	587.52
1650	CENTRAL COMMUNICATION SYS	0.00	3,045.88
1670	CENTRAL PRINT. & MAILING	0.00	71.96
1680	CENTRAL DATA PROCESSING	0.00	115.25
1964	REFUND ON REAL PROP. TAX	0.00	245,190.10
3120	POLICE DEPT	0.00	26,732.49
3150	JAIL	0.00	114.00
3310	TRAFFIC CONTROL	0.00	207.29
3320	ON STREET PARKING	0.00	90.44
3321	ON STREET METER REPAIR	0.00	1,752.50
3410	FIRE DEPARTMENT	0.00	102,454.80
3510	CONTROL OF ANIMALS	0.00	2,211.00
3620	SAFETY INSP.-BLDG.	0.00	223.69

Date Prepared: 09/08/2017 01:49 PM

Report Date: 09/08/2017

Account Table:

Alt. Sort Table:

# VILLAGE OF MAMARONECK

## AP GL Distribution Report

PUR4130 1.0

Page 31 of 32

Prepared By: HLANGERFELD

Fiscal Year: 2018 Period From: 1 To: 12 Pay Due Date 09/11/2017 To: 09/11/2017

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	
			3621		ELECTRICAL DEPARTMENT			0.00		108.68		
			4086		INSECT CONTROL			0.00		7,000.00		
			5110		STREET MAINTENANCE			0.00		6,326.03		
			5142		SNOW REMOVAL			0.00		2,417.87		
			5182		STREET LIGHTING			0.00		226.14		
			7110		PARKS DEPARTMENT			0.00		3,409.29		
			7140		RECREATION ADMINISTRATION			0.00		2,936.57		
			7142		LEAGUES			0.00		1,569.98		
			7143		SPECIAL EVENTS			0.00		534.97		
			7180		BEACH			0.00		2,907.50		
			7230		MARINA & DOCKS			0.00		3,439.56		
			7317		YOUTH PROG. - DAY CAMP			0.00		2,709.20		
			8020		PLANNING			0.00		5,122.50		
			8120		SANITARY SEWER SYSTEM			0.00		203.39		
			8160		SANITATION/WASTE COLLECTION			0.00		4,267.29		
			8170		STREET CLEANING			0.00		494.01		
			9060		HOSPITAL & MEDICAL INS.			0.00		13,629.41		
			9080		OTHER BENEFITS			0.00		7,433.33		
			<b>Grand Total:</b>					<b>0.00</b>			<b>587,362.48</b>	

## Village of Mamaroneck, NY

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**Item Title:** None

**Item Summary:** None

**Fiscal Impact:**

**Village of Mamaroneck, NY**

---

**Item Title:** Resolution Authorizing The Sale Of Surplus Vehicles And Equipment

**Item Summary:** Resolution Authorizing The Sale Of Surplus Vehicles And Equipment

**Fiscal Impact:**

**ATTACHMENTS:**

**Description**

**Type**

Item 4A

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

SEPTEMBER 11, 2017

ITEM 4A – AGENDA REGULAR MEETING

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.

## Village of Mamaroneck, NY

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**Item Title:** Resolution Authorizing Acceptance of Marine Center Donations

**Item Summary:** Resolution Authorizing Acceptance of Marine Center Donations

**Fiscal Impact:**

**ATTACHMENTS:**

**Description**

Item 4B

**Type**

Cover Memo

Village of



Mamaroneck

*Village Hall At The Regatta*

*P.O. Box 369*

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SEPTEMBER 11, 2017

ITEM 4B – AGENDA REGULAR MEETING

**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

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

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.

## Village of Mamaroneck, NY

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**Item Title:** Resolution Authorizing NYSDOT Snow & Ice Agreement for 2017-18

**Item Summary:** Resolution Authorizing NYSDOT Snow & Ice Agreement for 2017-18

**Fiscal Impact:**

**ATTACHMENTS:**

**Description**

Item 4C  
2017-18 Municipal Snow & Ice Agreement

**Type**

Cover Memo  
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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SEPTEMBER 11, 2017

ITEM 4C – AGENDA REGULAR MEETING

**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

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

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.



July 14, 2017

Mr. Robert Yamuder  
Village Manager  
Village of Mamaroneck  
Village Hall at the Regatta  
123 Mamaroneck Avenue  
Mamaroneck, NY 10543

RE: **Munc. Snow & Ice Agreements  
2017-2018**

Mr. Yamuder,

The materials for the **2017 – 2018 Municipal Snow & Ice Agreement Extensions** are attached to this cover letter. The package includes four (4) Agreements, four (4) Resolutions, and four (4) Maps. Each municipality must issue a **Signed & Sealed Resolution** from their governing body authorizing a Municipal Official to enter into the above agreement.

It is important that four (4) **completed Agreements**, four (4) **completed resolutions**, and four (4) **completed maps** are returned to this office for processing as soon as possible. This package shall include the items as listed below.

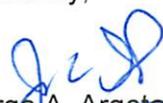
1. **Four (4) Agreements:** Fill in the blanks on the **front and the back** of the page **including original signature and notary seals** on each.
2. **Four (4) Resolutions:** Resolutions from the municipality must be **complete with original signatures** and **certified with the Municipal Seal** on each.
3. **Four (4) Maps:** Each of the four (4) maps with original signatures from the Municipalities responsible Official.

**PLEASE RETURN COMPLETED PACKAGE TO:**

**New York State DOT  
Residency 8-9 Westchester South  
1 Dana Road  
Valhalla, N.Y. 10595  
ATTN: Jorge Argote**

It has been a pleasure doing business with you in the past, and we look forward to continuing to do so. If you have any questions or comments, feel free to call me or Dyan Rajasingham, Residency Program Engineer at (914) 592-6557.

Sincerely,

  
Jorge A. Argote, P.E.  
Resident Engineer, Westchester South

Contract #	Municipality	Ext. Season	Region #
D009899	Village of Mamaroneck / S. Westchester County	2017/18	8

### AGREEMENT TO EXTEND FIXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the **Village of Mamaroneck of S. Westchester County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D009899** entitled "Fixed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **Village of Mamaroneck** dated **June 5, 1996**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing **July 1, 1987** and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires **June 30, 2017**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Fixed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on **June 30, 2018**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2017**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The fixed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be **\$ 19,373.20** for **11.90** lane miles for the **2015/16** season and for the remainder of the term of the Agreement commencing July 1, **2015**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

over ↘

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER=S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:

COUNTY OF S. Westchester County )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

\_\_\_\_\_  
Notary Public

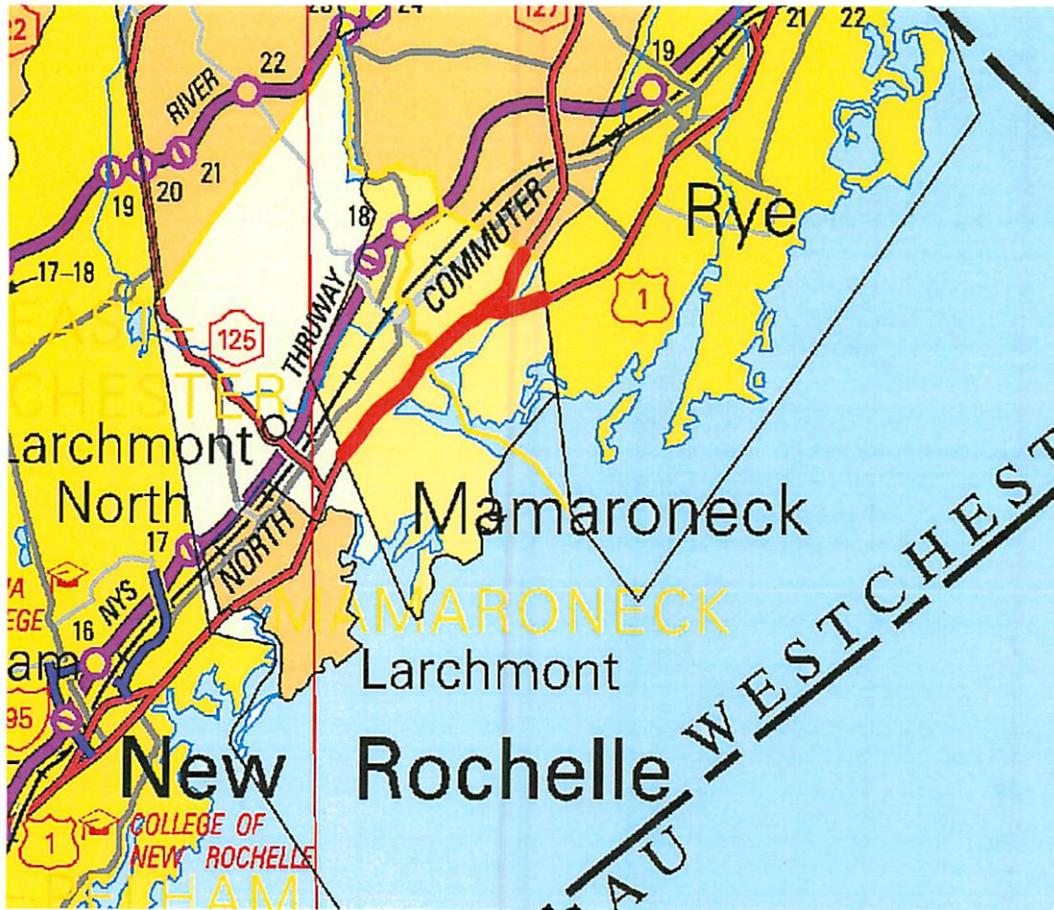
MAP SHOWING \_\_\_\_\_ VILLAGE OF MAMARONECK \_\_\_\_\_  
 RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS  
 OF \_\_\_\_\_ 2015/16-2017/18 \_\_\_\_\_

CENTER LANE MILES	CONTRACT LANE MILES
	11.90



SIGNED \_\_\_\_\_  
 REGIONAL DIRECTOR OF OPERATIONS \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
 FOR MUNICIPALITY \_\_\_\_\_ DATE \_\_\_\_\_



## Village of Mamaroneck, NY

---

**Item Title:** Resolution Authorization Of Road Closures To Hold The Annual Inspection Of The Village Of Mamaroneck Fire Department

**Item Summary:** Resolution Authorization Of Road Closures To Hold The Annual Inspection Of The Village Of Mamaroneck Fire Department

**Fiscal Impact:**

**ATTACHMENTS:**

**Description**

**Type**

Item 4D

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

SEPTEMBER 11, 2017

ITEM 4D – AGENDA REGULAR MEETING

**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

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 Avenue between Mount Pleasant Avenue and Mamaroneck Avenue on Wednesday, October 4, 2017 from 5:30 pm – 7:45 pm.

## 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 4E

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*

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OFFICE OF  
ROBERT YAMUDER  
VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

SEPTEMBER 11, 2017

ITEM 4E – 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 (10<sup>th</sup>) 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 ease 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 dispossess 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 (3<sup>rd</sup>) business day after mailing, on the first (1<sup>st</sup>) 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

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# Financing Alternatives for LMC-TV Facility Consolidation

September 11, 2017

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Prepared by Leon Potok, VOM Trustee



## Executive Summary

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- 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

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- **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

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- 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)	
<b>Capital Expenses</b>		
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	-
<b>Total Facility and Moving Costs</b>	2,378	777 +
<b>Resources- PEG Equipment Fund</b>		
Capital Balance, 12/31/17	1,312	1,312
<b>Surplus/(Shortfall), as of 12/31/17</b>	(1,066)	<535

## 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
	2010	2011	2012	2013	2014	2015	2016	2017
	(in thousands of dollars)							
<b>Unrestricted Fund</b>								
Total Revenues	735	806	799	806	858	866	893	910
Expenses								
LMC-TV	500	500	500	515	530	580	605	657
BOC Expenses	29	31	29	42	32	34	32	32
Total Expenses	529	531	529	557	562	615	637	690
Operating Surplus	206	275	270	249	296	251	256	220
Cash to Municipalities	(350)	(350)	(350)	(350)	(350)	(350)	(350)	(350)
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>
<b>Unrestricted Fund</b>									
Net Cash Flow		(144)	(75)	(80)	(101)	(54)	(99)	(94)	(130)
<b>PEG Equipment Fund</b>									
Franchise Fee		130	130	130	130	130	130	130	130
Spending		(20)	(95)	(55)	(41)	(2)	(93)	(41)	(9)
Net Cash Flow		110	35	75	89	128	37	89	121
<b>Total Fund Balances - Before Firehouse Funding</b>									
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>
<b>Unrestricted Fund</b>						
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
<b>PEG Equipment Fund</b>						
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
<b>Total Fund Balances - Before Firehouse Funding</b>						
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>
<b>Total Fund Balances - Before Firehouse Funding</b>						
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>
<b>VOM Firehouse Move</b>						
Capital Cost		(2,378)				
<b>Sources of Funds:</b>						
PEG Equipment Fund		<b>1,300</b>				
Unrestricted Fund		<b>578</b>				
Village of Mamaroneck		<u><b>500</b></u>				
Total		<b>2,378</b>				
<b>Total Fund Balances - After Firehouse Funding</b>						
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

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- 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

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- 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

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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

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- 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

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**Item Title:** 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.

**Item Summary:** 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.

**Fiscal Impact:**

### ATTACHMENTS:

<u>Description</u>	<u>Type</u>
Item 4F	Cover Memo
consent order	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

SEPTEMBER 11, 2017

ITEM 4F – AGENDA REGULAR MEETING

**RESOLUTION RE:**

**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

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
CONNECTICUT FUND FOR THE :  
ENVIRONMENT, INC., d/b/a SAVE THE :  
SOUND; SOUNDKEEPER, INC.; and ATLANTIC :  
CLAM FARMS of CONNECTICUT, INC., :  
:

Case No. 7:15-cv-06323-CS

Plaintiffs,

v.

WESTCHESTER COUNTY, NEW YORK; :  
TOWN/VILLAGE OF HARRISON; VILLAGE OF :  
LARCHMONT; TOWN OF MAMARONECK; :  
VILLAGE OF MAMARONECK; CITY OF NEW :  
ROCHELLE; VILLAGE OF PELHAM MANOR; :  
VILLAGE OF PORT CHESTER; CITY OF RYE; :  
VILLAGE OF RYE BROOK; VILLAGE OF :  
SCARSDALE; and CITY OF WHITE PLAINS, :

Defendants.

----- X

**CONSENT ORDER FOR DISMISSAL AS TO  
DEFENDANT VILLAGE OF MAMARONECK**

This Consent Order is entered by the Court upon the agreement by plaintiffs 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.

WHEREAS, Plaintiffs commenced this action asserting, *inter alia*, claims that Village of Mamaroneck was in violation of provisions of the Clean Water Act; and,

WHEREAS, Village of Mamaroneck is in the process of completing a sanitary sewer evaluation study (SSES) and rehabilitation to identify sources of inflow and infiltration that when rehabilitated shall allow Village of Mamaroneck to comply with the flow limits of the County Sewer Act; and,

WHEREAS, Village of Mamaroneck has been making repairs on an ongoing basis to its sanitary sewer system to eliminate inflow and infiltration and to remediate issues identified in the SSES; and,

WHEREAS, Village of Mamaroneck agrees that it has an obligation to comply with the flow limits in the County Sewer Act; and,

WHEREAS, Village of Mamaroneck is subject to a Consent Order with the County of Westchester, December 19, 2014, as modified on April 8, 2015 (County Consent Order) concerning Village of Mamaroneck's sewer system; and,

WHEREAS, Village of Mamaroneck has entered into an intermunicipal agreement (IMA) with the County of Westchester, dated November 16, 2016, which requires, among other things, that Village of Mamaroneck complete its SSES, remediate sources of inflow and infiltration, and comply with the flow limits of the County Sewer Act; and,

WHEREAS, Plaintiffs and Village of Mamaroneck have agreed to the dismissal of this action as against Village of Mamaroneck, pursuant to the provisions of this Consent Order;

NOW THEREFORE, it is HEREBY ORDERED as follows:

1. Village of Mamaroneck agrees that it has an obligation to comply with the applicable flow limits of the County Sewer Act.
2. Within 30 days of the entry of this Consent Order, Village of Mamaroneck will provide to Plaintiffs copies of all reports it has submitted to the U.S. Environmental Protection Agency, the New York State Department of Environmental Conservation, and the County of Westchester concerning Village of Mamaroneck's efforts to comply with the County Consent Order, the IMA, or the flow limits of the County Sewer Act, and shall provide to Plaintiffs copies of all future such reports when submitted.

3. Village of Mamaroneck will complete its SSES by December 31, 2019 and will provide a completed copy of its SSES to Plaintiffs within 30 days of its completion.

4. On or before December 31, 2019, Village of Mamaroneck shall remove the identified sources of inflow and infiltration from its sewer system sufficient to comply with the applicable flow limits of the County Sewer Act.

5. Except as provided in paragraph 6 below, the failure by Village of Mamaroneck to comply with any of the deadlines contained in this Consent Order shall constitute a material violation of the terms of this Consent Order, and may subject Village of Mamaroneck to enforcement by Plaintiffs through an order of contempt.

6. Village of Mamaroneck shall not be in default of the provisions of this Consent Order if its noncompliance is attributable to an event arising from causes entirely beyond the control of Village of Mamaroneck, any entity controlled by Village of Mamaroneck, or Village of Mamaroneck's engineers, consultants, and contractors, that delays or prevents the timely performance of any obligation under this Consent Order, notwithstanding Village of Mamaroneck's best efforts to fulfill the obligation. Village of Mamaroneck's "best efforts" include, but are not limited to, using best efforts to anticipate any event referred to in the preceding sentence, and to address the effects of any such event (a) as it is occurring, and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent feasible. An event within the meaning of the first sentence of this paragraph does not include Village of Mamaroneck's financial inability to perform any obligation under this Consent Order.

7. If an event occurs that may delay or prevent the performance of any obligation under this Consent Order, (a) Village of Mamaroneck shall notify Plaintiffs within three business days after Village of Mamaroneck first knew that the event might cause a delay, and (b) within

seven additional business days, Village of Mamaroneck shall submit to Plaintiffs a written explanation of the cause of any actual or expected delay or noncompliance, the anticipated duration of any delay, the measures taken and to be taken to prevent or minimize the delay, and a proposed schedule for the implementation of such measures.

8. Plaintiffs and Village of Mamaroneck agree that the deadlines and obligations contained in this Consent Order do not affect or modify any dates or deadlines for Village of Mamaroneck to perform any act that are contained in any other order or agreement, or as required by law.

9. Upon entry of this Consent Order by the Court, Village of Mamaroneck shall be dismissed from this litigation, without costs to any party, except as provided in paragraph 10 below.

10. Within 60 days of the entry of this Consent Order by the Court, Village of Mamaroneck shall pay the sum of \$25,000 to Kaplan Fox & Kilsheimer LLP, as attorneys on behalf of all Plaintiffs, in full and final satisfaction of all amounts that may be claimed by Plaintiffs as attorneys fees and costs of Plaintiffs' counsel as against Village of Mamaroneck for services rendered in this litigation. Upon receipt of the payment provided for in this paragraph, Plaintiffs shall not make any other claim against Village of Mamaroneck for fees or costs based upon time expended or expenses incurred in connection with this litigation, including but not limited to claims under Section 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d). However, nothing in this Consent Order shall limit or otherwise affect Plaintiffs' right to seek costs of litigation, including reasonable attorney and expert fees, as against any other party to this litigation.

11. This Consent Order will terminate when the County of Westchester determines that Village of Mamaroneck has completed all required remediation and construction under the IMA

and County Consent Order, and has complied with the flow limits of the County Sewer Act as determined by the County through an engineering review, flow monitoring, or a combination of the two, and a Capacity Management Operation Maintenance (CMOM) program has been developed and approved by the County.

12. Notwithstanding the dismissal of the litigation against Village of Mamaroneck, the Court shall maintain jurisdiction over Village of Mamaroneck for purposes of enforcing the terms of this Consent Order until the Consent Order is terminated as provided in paragraph 11.

Dated: \_\_\_\_\_, 2017

**So Ordered.**

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**Cathy Seibel, U.S.D.J.**

The Foregoing Is Consented To:

**PLAINTIFFS CONNECTICUT FUND  
FOR THE ENVIRONMENT, INC., d/b/a  
SAVE THE SOUND; SOUNDKEEPER,  
INC.; and ATLANTIC CLAM FARMS of  
CONNECTICUT, INC.**

**VILLAGE OF MAMARONECK**

KAPLAN FOX & KILSHEIMER LLP

McCULLOUGH, GOLDBERGER &  
STAUDT, LLP

BY: \_\_\_\_\_

Robert N. Kaplan  
Richard J. Kilsheimer  
Elana Katcher  
850 Third Avenue, 14th Floor  
New York, NY 10022  
(212) 687-1980

BY: \_\_\_\_\_

Edmund Grainger, III  
1311 Mamaroneck Avenue, Suite 340  
White Plains, New York 10605  
(914) 949-6400

## Village of Mamaroneck, NY

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**Item Title:** CTB II

**Item Summary:** CTB II

**Fiscal Impact:**

## Village of Mamaroneck, NY

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**Item Title:** Report from the Village Manager

**Item Summary:** None

**Fiscal Impact:**

## Village of Mamaroneck, NY

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**Item Title:** Report from the Clerk-Treasurer

**Item Summary:** None

**Fiscal Impact:**

## Village of Mamaroneck, NY

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**Item Title:** Report from the Village Attorney

**Item Summary:** None

**Fiscal Impact:**

## Village of Mamaroneck, NY

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**Item Title:** Minutes of the Board of Trustees Work Session, Regular Meeting and Special Meetings from August 14, 24 & 28.

**Item Summary:** Minutes of the Board of Trustees Work Session, Regular Meeting and Special Meetings from August 14, 24 & 28.

**Fiscal Impact:**

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Type</u></b>
BOT WS081417	Cover Memo
BOT081417	Cover Memo
BOT SM 082417	Cover Memo
BOTAP082817	Cover Memo

MININUTES OF A WORK SESSION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK  
HELD ON MONDAY, AUGUST 14, 2017 AT 5:30 P.M. IN THE COURTROOM, MAMARONECK, NEW YORK

PRESENT:

Mayor	Norman S. Rosenblum
Trustees	Leon Potok
	Keith W. Waitt
	Victor M. Tafur (via Zoom)
	Louis Santoro (at 5:54pm)
Village Manager	Robert Yamuder
Assistant Village Manager	Daniel Sarnoff
Village Attorney	Robert Spolzino, Esq.
	Terry Grainger
Village Planner	Gregory Cutler

ABSENT:

Clerk-Treasurer	Agostino A. Fusco
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OPEN MEETING

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the August 14, 2017 Board of Trustees Work Session be and is hereby open.

Ayes:	Potok, Waitt, Tafur, Rosenblum
Nays:	None
Absent:	Santoro

DISCUSSION ITEMS

Item J Out of Order

J. Petition for Zone Change - McDonald's Property - 1205 West Boston Post Road  
Discussed.

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the Board of Trustees be and hereby convene to Executive Session, to discuss Personnel items in accordance with NYS Public Officers Law, Article 7, Section 105(c) regarding Save the Sound Litigation.

Ayes:	Potok, Waitt, Tafur, Rosenblum
Nays:	None
Absent:	Santoro

On motion of Mayor Rosenblum, seconded by Trustee Potok:

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the Board of Trustees be and hereby convene Advice of Counsel and return to the open meeting.

Ayes:	Potok, Waitt, Tafur, Santoro, Rosenblum
Nays:	None
Absent:	None

Item O out of Order

O. Special Meeting Date to discuss Micro Brewery Legislation prior to Public Hearing (no backup) Discussed. Schedule a Special Meeting for August 24<sup>th</sup> at 1pm.

A. Bid Results and Award Recommendation for Contract 2017-03 (A) Lateral Connection Grouting Discussed.

B. Budget Transfer for Harbor Island Conservancy Projects Discussed. On for action at August 14, 2017 Regular Meeting.

C. Permission to allow Dogs in the Parks for a SPCA Booth at the Beer Festival Discussed. On for action at August 14, 2017 Regular Meeting.

D. Responses to Request for Proposals for Analysis of Building Department & Land Use Board Processes Discussed. Interviews to be scheduled during the week of the 28<sup>th</sup>.

E. Responses to Request for Proposals for Sustainability Update to Comprehensive Plan Discussed.

F. Responses to Request for Proposals for Industrial Area Rezoning and Generic Environmental Impact Study Discussed. IAC would like to participate in the review process.

G. Issuance of Permits to Commercial Vehicle for Village Parking Lots Discussed.

H. Town of Mamaroneck/Village of Larchmont Food Waste Program Discussed. Committee for the Environment to review.

I. Westchester Joint Water Works Projects Discussed. On for action at August 14, 2017 Regular Meeting.

J. Petition for Zone Change - McDonald's Property - 1205 West Boston Post Road  
Previously Heard.

K. Parking Meter Study and Final Recommendations  
Discussed.

L. Village Manager's Priority List of Board Issues  
Discussed.

M. Status of Firehouse Lease with LMC-TV (no backup)  
Discussed.

N. Traffic Engineer Consultation (no backup)  
Discussed.

O. Special Meeting Date to discuss Micro Brewery Legislation prior to Public Hearing (no backup)  
Previously Heard.

P. Harbor Fees for "S" Dock  
Discussed.

#### ADJOURN

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the Board of Trustees be and hereby adjourn the August 14, 2017 Board of Trustee work session at 7:15 p.m.

PREPARED BY:  
AGOSTINO A. FUSCO  
CLERK TREASURER

RESPECTFULLY SUBMITTED BY:  
AGOSTINO A. FUSCO  
CLERK TREASURER

MININUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK  
HELD ON MONDAY, AUGUST 14, 2017 AT 7:30 P.M. IN THE COURTROOM, MAMARONECK, NEW YORK

PRESENT:

Mayor  
Trustees

Norman S. Rosenblum  
Leon Potok  
Keith W. Waitt  
Victor M. Tafur (via Zoom)  
Louis Santoro  
Robert Yamuder  
Daniel Sarnoff  
Robert Spolzino, Esq.

Village Manager  
Assistant Village Manager  
Village Attorney

ABSENT:

Clerk-Treasurer

Agostino A. Fusco

## OPEN MEETING

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the August 14, 2017 Board of Trustees Regular Meeting be and is hereby open.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Statement from Mayor Rosenblum regarding the events in Charlottesville, VA.

Mayoral statement at Village of Mamaroneck 08/14/17 meeting:

A moment of silence for Virginia State Police members Pilot Lt. H. Jay Cullen, Trooper-Pilot Berke M.M. Bates and Heather D. Heyer the 32-year-old woman murdered when a car plowed into a group of anti-racist marchers Friday in Charlottesville, Va.

In all good conscience I believe it is incumbent for all of us to take notice of this tragedy and particularly to not let this action become just another incident to be associated with the current political divide in our country. I firmly believe that regardless of political opinions, the great majority of residents are loyal Americans and believe, trust and support our guaranteed freedoms as presented in our Declaration of Independence, US Constitution and Bill of Rights. Those ideals that "that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness" and from our Constitution "that embodies the fundamental laws and principles by which the United States is governed and later supplemented by the Bill of Rights and other amendments".

The First Amendment to the United States Constitution prohibits the making of any law respecting an establishment of religion, ensuring that there is no prohibition on the free exercise of religion, abridging the freedom of speech, infringing on the freedom of the press, interfering with the right to peaceably assemble, or prohibiting the petitioning for a governmental redress of grievances. It was adopted on December 15, 1791, as one of the ten amendments that constitute the Bill of Rights.

There are however, basically nine categories that are not protected under the 1st Amendment and I highlight:

- Obscenity
- Fighting words
- Defamation (including libel and slander)
- Child pornography
- Perjury
- Blackmail
- Incitement to imminent lawless action
- True threats
- Solicitations to commit crimes

BOT REGULAR MEETING

AUGUST 14, 2017

It is my opinion The Charlottesville, Va., incident went well beyond the guaranteed rights as noted and became, and is still, a threat to those very freedoms which we all expect to enjoy and live our lives. Further, an in-depth investigation of all declared 'hate' groups that participated in this atrocity be carried out by the FBI and Justice Department. There are many levels of "terrorist groups" within our boundaries that demand a constant vigil and actions to help secure our way of life.

No matter the group, white supremacy or any other supremacy organization, that represents and practices violations of law and hate crimes and domestic terrorism with the use of symbols of hate and hypocrisy need to be part of the ongoing investigations. Obviously there are groups that forget history and those that paid the ultimate price for our freedoms, which are now being threatened by such events in Charlottesville, Va.

Symbols used by the Nazis have been appropriated by neo-Nazi groups and other supremacy organizations with its code for Heil Hitler and a pure race concept that leads to domestic terrorism. The use of the Nazi flag has been banned in Germany and also illegal in Austria, Hungary, Poland, Czech Republic, France, Brazil, Israel, Ukraine, Russia and other countries.

Over 60 million people were killed in WWII fighting against this sick ideology, The United States suffered a total of 419,400 deaths. When we forget history we are in danger of repeating the ills of society.

WILL WE LET THOSE DEDICATED DEFENDERS OF OUR FREEDOMS DIE IN VAIN !!!

What are we teaching our children and grandchildren?

GET INVOLVED ... DEMAND FROM YOUR ELECTED OFFICIALS AND GOVERNMENT ADMINISTRATORS, ON A NON-POLITICAL BASIS, TO JOIN FORCES TO COORDINATE RESPONSES AND ACTIONS TO CONTROL THIS THREAT TO OUR BASIC RIGHTS FOR ALL.

Presentation by Village of Mamaroneck PBA of funds raised during their Dunk a Cop night. All \$643.00 raised is being donated to South East Consortium and presented to Sandy Korkatzis.

Taken out of Order

ITEM 3A

A. Resolution Authorizing Westchester Joint Water Works Local Capital Project (A-1316) Flagler Drive Water Main Replacement/Improvement

- Village Attorney Robert Spalzino is looking into if the Village can spend the money on the project. Westchester Joint Water Works is still looking for documents.
- Richard Whitman of Flagler Drive would like to know if there is an easement does it decide who pays for the project.
- Mr. Tiekert wanted to know why the board was voting if they don't have any evidence yet.

**RESOLUTION RE:**

**AUTHORIZATION OF VILLAGE PARTICPATION 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.

BOT REGULAR MEETING

AUGUST 14, 2017

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

B. Resolution Scheduling a Public Hearing on PLL-P - Microbrewery Legislation

- Trustee Tafur believes the Public Law needs to be discussed further.

**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**

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that a Public Hearing on Proposed Local Law P-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 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.

Ayes: Potok, Waitt, Santoro, Rosenblum

Nays: Tafur

Absent: None

**PRESENTATIONS**

- A. Sound Shore Community & Business Alliance Presentation
- B. Presentation by Westchester Power

**COMMUNICATION TO THE BOARD**

BOT REGULAR MEETING

AUGUST 14, 2017

- Glenn Tippett of 506 Hill Street is wondering if the parking spaces Mamaroneck Avenue can be striped.
- Stuart Tiekert of Beach Avenue would like to know what the status is of Flagler Drive.

2. PUBLIC HEARINGS

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

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:

**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.

On motion of Mayor Rosenblum, seconded by Trustee Potok.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

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

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:

**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.

On motion of Mayor Rosenblum, seconded by Trustee Potok.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

- C. Public Hearing on PLL-N - Amending Chapter 342-100 of the Village Code (Zoning) Regarding Notice to Adjacent Municipalities

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**

BOT REGULAR MEETING

AUGUST 14, 2017

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.

On motion of Mayor Rosenblum, seconded by Trustee Potok.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

**AUDIT OF BILLS**

A. Abstract of Audited Vouchers

On motion of Mayor Rosenblum, seconded by Trustee Potok:

- Mr. Tiekert appeared and had assorted questions on the abstract.
- Trustee Waitt would like for the communication expenses to be looked at.

RESOLVED that the Abstract of Audited Vouchers in the amount of \$441,559.27 dated August 14, 2017 is hereby ordered paid.

BOT REGULAR MEETING

AUGUST 14, 2017

Ayes: Potok, Tafur, Santoro, Waitt, Rosenblum  
Nays: None  
Absent: None

B. Abstract of Audited Vouchers (Manual)

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the Abstract of Audited Vouchers in the amount of \$31,664.25 dated August 14, 2017 is hereby ordered paid.

Ayes: Potok, Tafur, Santoro, Waitt, Rosenblum  
Nays: None  
Absent: None

3. OLD BUSINESS

- A. Resolution Authorizing Westchester Joint Water Works Local Capital Project (A-1316) Flagler Drive Water Main Replacement/Improvement  
Previously Heard
- B. Resolution Scheduling a Public Hearing on PLL-P - Microbrewery Legislation  
Previously Heard
- C. Resolution Scheduling 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

**RESOLUTION RE:**

**CALLING FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW O-2017 – AMENDING VILLAGE CODE CHAPTER 36 (ETHICS) TO PROVIDE FOR DEFENSE OF VILLAGE OFFICIALS/VOLUNTEER BOARD MEMBERS IN ADMINISTRATIVE PROCEEDINGS**

On motion of Mayor Rosenblum, seconded by Trustee Potok.

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 O-2017 to amend Chapter 36 of the Village Code, "Ethics" as it relates to the provision of defense for village officials & volunteer board members in administrative proceedings; and be it further

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

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum  
Nays: None  
Absent: None

BOT REGULAR MEETING

AUGUST 14, 2017

- D. Resolution Authorizing The Release Of A Letter Of Credit

**RESOLUTION RE:  
AUTHORIZING THE RELEASE OF AN IRREVOCABLE LETTER OF CREDIT  
RE: ROCK REMOVAL**

**IN RELATION TO THE SPECIAL PERMIT AND SITE PLAN APPROVAL AUTHORIZED BY THE VILLAGE OF  
MAMARONECK PLANNING BOARD AT THE VILLAGE OF MAMARONECK/PLANNING BOARD'S APPROVAL  
DATED NOVEMBER 30, 2016, IN RELATION TO 620 WEST BOSTON POST ROAD  
1700 CT PARK LLC DLB19 HARBOR VIEW WEST  
WITH A BUSINESS ADDRESS OF 109 SPENCER PLACE**

WHEREAS by resolution dated February 22, 2017 the Board of Trustees authorized the acceptance of an irrevocable letter of credit in the amount of two hundred ten thousand dollars (\$210,000) to guarantee that the developer of 620 West Boston Post Road would complete the construction of its rock removal portion of its project as referenced in the Resolution of Final Site Plan Approval and Special Permit adopted by the Planning Board on November 30, 2016 for 620 West Boston Post Road, and as shown on the plans approved thereby by the Village of Mamaroneck, and

WHEREAS the Village Engineer and Building Inspector have advised the Board of Trustees that the developer of 620 West Boston Post Road has completed the construction of its rock removal portion of its project as referenced in the Resolution of Final Site Plan Approval and Special Permit adopted by the Planning Board on November 30, 2016 for 620 West Boston Post Road, and as shown on the plans approved thereby by the Village of Mamaroneck,

On motion of Mayor Rosenblum, seconded by Trustee Potok.

NOW, THEREFORE, BE IT RESOLVED, that the Village Manager is authorized to release of the irrevocable letter of credit.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

4. NEW BUSINESS

- A. Resolution Scheduling a 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

**RESOLUTION RE:**

**CALLING FOR A PUBLIC HEARING ON PROPOSED LOCAL LAW R-2017 TO AMENDING 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 Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that the Board of Trustees herein schedules a public hearing to be held on September 11, 2017 at 7:30 p.m. at the Court Room at 169 Mount Pleasant Avenue, Mamaroneck,

BOT REGULAR MEETING

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NY to hear comments on Proposed Local Law 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; and be it further

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

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

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 operating at Harbor Island Park serves to educate the community about our local eco-system and environment including Mamaroneck Harbor and Long Island Sound; and

WHEREAS; the success of the Center is attributable to the village staff that manage the facility; the many volunteers who spend numerous hours helping the facility operate; and the many generous residents who have donated funds to ensure its prosperity; and

WHEREAS; the Village has received several additional financial contributions to the aid in the operation of the Center and consistent with Village Policy, it is necessary to accept these donations and recognize the generosity of these individuals and organizations to the community; now therefore be it

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED; that the Village Board herein accepts the following donations for the Marine Education Center:

<b>From:</b>	<b>Amount:</b>
SUP Westchester LLC	\$100.00
Richard Power Ackerman	\$500.00
The Eugene and Emily Grant Family Foundation	\$1500.00
St. John’s Church Nursery School	\$150.00
Glen Lewy & Cheryl Winter Lewy	\$100.00
Andrew Potash	\$100.00
Russell and Patricia Wolff	\$100.00
Bradley and Sunny Goldberg	\$1000.00

;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 Marine Education Center; and be it further

BOT REGULAR MEETING

AUGUST 14, 2017

RESOLVED; that the Village Board of Trustees herein thanks these individuals and organizations for their generosity to the community and support of this valuable Village asset

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

- C. Resolution Authorizing SPCA Of Westchester To Have A Table At The Harbor Island Beer Festival On Saturday, September 23, 2017

**RESOLUTION RE:**

**AUTHORIZING SPCA OF WESTCHESTER TO PARTICIPATE AT THE HARBOR ISLAND BEER FESTIVAL ON SATURDAY, SEPTEMBER 23, 2017**

WHEREAS, the Village of Mamaroneck has received a joint request from the SPCA of Westchester and Half Time to allow the SPCA of Westchester to have a table at the Harbor Island Beer Festival on Saturday, September 23, 2017; and

WHEREAS, although the permit can be issued administratively by the Village Manager, the event coordinators have advised the following:

1. They bring 2-3 dogs each with its own handler
2. A temporary fence to cordon off the area
3. Insurance to be provided an amount agreed to by the Village Manager

WHEREAS, although permit requests can be approved administratively by the Village Manager, this event would require a temporary waiver from the restrictions set forth in Village Code §156(2)(d) and §260-3(f) as it relates to dogs in the parks; now therefore be it

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that the Board of Trustees herein temporarily waives the provisions of the Village Code §156(2)(d) and §260-3(f) at Harbor Island Park only on Saturday, September 23, 2017.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

- D. Resolution Awarding Contract 2017-03(A) Lateral Connection Grouting (Re-Bid)

**RESOLUTION RE:**

**AWARDING CONTRACT 2017-03(A) LATERAL CONNECTION GROUTING (RE-BID)**

WHEREAS, the Village entered in an Order on Consent with the New York State Department of Environmental Conservation for sanitary sewer overflows (SSOs) that occurred on Rushmore Avenue and Orienta Avenue during rain events in April and May 2014 and as a result, the Village developed a Sewer Evaluation and Capacity Assurance Program which presented actions and

BOT REGULAR MEETING

AUGUST 14, 2017

a schedule for those actions that will be completed to reduce inflow & infiltration (I&I) throughout the Village; and

WHEREAS, this report was completed in 2015 and segregated the Village into multiple metered areas and identified seven (7) areas which needed further investigation and rehabilitation (in addition to the West Basin area); and

WHEREAS, consistent with this schedule, investigations were completed for Meter Areas 8 & 13 (Washingtonville and Shore Acres) were completed in 2016 with remediation work to take place in 2017; and

WHEREAS, the Village Manager reports that he publicly advertised for the receipt of bids on July 24, 2017 and on the bid opening date of August 9, 2017, four (4) sealed bids were opened with the lowest responsible bid received from Inland Waters, 275 Scituate Avenue, Johnston, RI 02919 with bid unit pricing as follows:

	U/M	Est. Qty.	Unit Bid	Ext. Cost
Item A1 – Light Hydraulic Cleaning	LF	34,000	\$1.20	\$40,800.00
Item A2 – Heavy Hydraulic Cleaning	LF	6,000	\$1.50	\$9,000.00
Item B – CCTV Inspection	LF	40,000	\$1.30	\$52,000.00
Item C – Removal of Lateral Tap Connections	EA	20	\$500.00	\$10,000.00
Item D – Removal of Protruding Laterals	EA	20	\$250.00	\$5,000.00
Item E – Testing & Packer Inject Grout of Lateral Taps	EA	500	\$300.00	\$150,000.00
Item F – Grout	Gallon	500	\$9.00	\$4,500.00
Item G – Maintenance & Protection of Traffic	LS	1	\$500.00	\$500.00
Item H – Miscellaneous Additional Work	LS	1	\$35,000.00	\$35,000.00
<b>TOTAL</b>				<b>\$306,800.00</b>

; and

WHEREAS, staff contacted the principal of Inland Waters to review their bid response and during the conversation, he conveyed a clear understanding of the project scope and comfort with the bid; and

WHEREAS, staff also contacted references provided by Inland Waters, including the product manufacturer, and they spoke very highly of the company and the quality of their work; now therefore be it

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that the Village Board hereby awards Contract 2017-03(A) – Lateral Connection Grouting (Re-Bid) to Inland Waters, 275 Scituate Avenue, Johnston, RI 02919 in accordance with their unit pricing identified in their bid response; and be it further

RESOLVED, that the Village Manager is herein authorized to execute Contract 2017-0(3)A – Lateral Connection Grouting (Re-Bid); and be it further

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RESOLVED, that all costs associated with this contract be charged to an account to be determined by the Clerk-Treasurer; and be it further

RESOLVED, that the Village Manager is authorized to undertake such administrative acts as maybe necessary to effectuate the terms of the contract.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

- E. Resolution Authorizing Westchester Joint Water Works - Village of Mamaroneck Local Capital Project

**RESOLUTION RE:**

**AUTHORIZATION OF WESTCHESTER JOINT WATER WORKS LOCAL CAPITAL PROJECT (A-1340)  
MAMARONECK AVENUE/MAMARONECK CENTRE WATER MAIN IMPROVEMENTS**

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 extension of a water main located on west side of Mamaroneck Avenue which will provide for the installation of a spur to that will facilitate connection on the east side of Mamaroneck Avenue in the area of the Mamaroneck Centre area and its surrounding; and

WHEREAS, in order to implement this improvement to the water infrastructure, Brixmor Property group will assume 50% of costs with the WJWW responsible for the remaining 50%, with a project estimate of \$165,000 to \$200,000 or an overall local cost of \$87,500 - \$100,000; now therefore be it

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that the Village Board herein approves of the aforementioned capital project; and be it further

RESOLVED, that in accordance with Village Policy, this project shall be funded through the appropriation of Water Fund balance.

Ayes: Potok, Santoro, Rosenblum

Nays: Waitt, Tafur

Absent: None

- F. Authorization To Dispose Retired, Abandoned And Found Bicycles In The Possession Of The Village

**RESOLUTION RE:**

**AUTHORIZATION TO DISPOSE RETIRED, ABANDONED AND FOUND BICYCLES IN THE POSSESSION  
OF THE VILLAGE**

BOT REGULAR MEETING

AUGUST 14, 2017

WHEREAS, on various occasions, abandoned bicycles are found throughout the Village and collected by the Village of Mamaroneck Police Department, Parks Departments and other departments; and

WHEREAS, in most instances, the bicycles are older and of little value, and as such, it is appropriate that these bicycles be declared as surplus property of the Village of Mamaroneck and having no further use; now therefore be it

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that the Village Board of Trustees hereby declares that all retired, abandoned and found bicycles currently in the possession of the Village of Mamaroneck are considered as surplus property and having no further use to the Village; and be it further

RESOLVED, that the Village Board hereby authorizes the Village Manager and Police Chief to dispose of such surplus property either through donation, sale or other such method as is determined to be most cost-effective.

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum

Nays: None

Absent: None

G. Resolution Authorizing Budget Transfer for Harbor Island Conservancy

**RESOLUTION RE:**

**AUTHORIZING BUDGET TRANSFER FOR FUNDING ASSISTANCE FOR HARBOR ISLAND CONSERVANCY PROJECTS**

WHEREAS, during the 2017-18 Budget Discussion, the Harbor Island Conservancy met with the Board of Trustees to review existing projects/improvements for Harbor Island Park and they requested financial assistance from the Board of Trustees to implement these project; and

WHEREAS. after review and discussion, the Board agreed to provide up to \$15,000 to facilitate the implementation of projects at Harbor Island Park in conjunction with the Harbor Island Conservancy; and

WHEREAS, as this was not an item budgeted in the FY 2017/18 General Fund Budget it is proper and appropriate to consider the adoption of a budget amendment to facilitate this request; now therefore be it

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that the Village Clerk-Treasurer is herein authorized to process the following budget transfer

<b>From</b>	<b>Amount</b>	<b>To</b>	<b>Amount</b>
<b>A.1990 Contingent Acct.</b>		<b>A.7110 Parks</b>	
<u>.0999</u>	<u>\$15,000</u>	<u>.0409 Park Improv.</u>	<u>\$15,000</u>

BOT REGULAR MEETING  
AUGUST 14, 2017

**TOTAL**

**\$15,000**

**TOTAL**

**\$15,000**

Ayes: Potok, Waitt, Tafur, Santoro, Rosenblum  
Nays: None  
Absent: None

**COMMUNICATION TO THE BOARD II**

- Mr. Tiekert was wondering when exactly the funds for Harbor Island Conservancy were approved.
- Mr. Tippettt believes it is important for board members to have representation so that they are protected in their decisions.

**REPORT FROM VILLAGE MANAGER**

- A. File for the Record - NEAMI Program Agreement for Third Party Administration Services
- B. File for the Record - Bridge NY Local Project Agreement - Contract No. D035667
- C. File for the Record - Architectural/Engineering Consultant Contract - PIN (s) No. 08012017

**REPORT FROM CLERK-TREASURER**

None

**REPORT FROM VILLAGE ATTORNEY**

None

**MINUTES - COMMISSIONS, BOARDS, COMMITTEES**

- A. Minutes of the Board of Trustees Work Session, Regular Meeting and Special Meetings from June 19, June 26, July 17 and July 31.
- B. Minutes of the Board of Traffic Commissioners from May, June and July 2017
- C. Minutes of the Planning Board Meetings of November 9 and 30, December 14, January 1, February 8, March 3, March 22, April 5, May 10, June 14 (have previously been posted to Novus)
- D. Minutes of the Zoning Board of Appeals Meetings of November 11, December 1, January 5, February 2 (have previously been posted to Novus)
- E. Minutes from the Harbor Coastal Zone Management Commission from September 21, 2016 and October 19, 2016.

**ADJOURNMENT**

On motion of Mayor Rosenblum, seconded by Trustee Santoro:

RESOLVED that the Board of Trustees be and hereby adjourn the August 14, 2017 Board of Trustee meeting at 9:24 p.m.

PREPARED BY:

AGOSTINO A. FUSCO  
CLERK TREASURER

RESPECTFULLY SUBMITTED BY:

AGOSTINO A. FUSCO  
CLERK TREASURER

MININUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK  
HELD ON THURSDAY, AUGUST 24, 2017 AT 1:00 P.M. IN THE COURTROOM, MAMARONECK, NEW YORK

PRESENT:

Mayor	Norman S. Rosenblum
Trustees	Leon Potok
	Keith W. Waitt
	Victor M. Tafur
Village Manager	Robert Yamuder
Assistant Village Manager	Daniel Sarnoff
Village Attorney	Robert Spolzino, Esq.
Clerk-Treasurer	Agostino A. Fusco
Consulting Village Planner	Robert Galvin

ABSENT:

Trustees	Louis Santoro
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**OPEN MEETING**

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the August 24, 2017 Board of Trustees Special Meeting be and is hereby open.

Ayes:	Potok, Waitt, Tafur, Rosenblum
Nays:	None
Absent:	Santoro

A. Review of Response to RFP for Building Department and Land Use Process Review

Video conference with Matrix Consulting Group.

Ayes:	Potok, Waitt, Tafur, Rosenblum
Nays:	None
Absent:	Santoro

B. Drafts of Microbrewery Legislation

- Reviewed Version 3 which is scheduled for a Public Hearing on September 11.
- Bob Spolzino suggests removing brewery, cidery and a few additional items from version 3 of the local law.
- Trustee Tafur presented a version of the law that he had drafted.
- Using the suggestions of Trustee Tafur and suggested revisions by Bob Spolzino an edited version of the local law has been drafted.

Robert Spolzino read all revisions to Local Law P.

**RESOLUTION RE:**

BOT SPECIAL MEETING

AUGUST 24, 2017

**SCHEDULING A PUBLIC HEARING ON 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.**

On motion of Mayor Rosenblum, seconded by Trustee Potok.

RESOLVED, that a Public Hearing on Revised Proposed Local Law P-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 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.

Ayes: Potok, Waitt, Tafur, Rosenblum  
Nays: None  
Absent: Santoro

Item D taken out of order

D. RFP for Industrial Area Zoning Regulations and Anticipated GEIS  
Discussed. Interview schedule to be set.

C. RFP for Comprehensive Plan Update to Incorporate Recent Planning Projects and a New Sustainability Chapter  
Discussed. Interview schedule to be set.

**ADJOURNMENT**

On motion of Mayor Rosenblum, seconded by Trustee Potok:  
RESOLVED that the Board of Trustees be and hereby adjourn the August 24, 2017 Board of Trustee meeting at 3:50 p.m.

PREPARED BY:  
AGOSTINO A. FUSCO  
CLERK TREASURER

RESPECTFULLY SUBMITTED BY:  
AGOSTINO A. FUSCO  
CLERK TREASURER

MININUTES OF AN ACCOUNTS PAYABLE & MINOR ITEMS MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK HELD ON MONDAY, AUGUST 28, 2017 AT 5:30 P.M. IN THE CONFERENCE ROOM AT VILLAGE HALL, MAMARONECK, NEW YORK

PRESENT:

Mayor  
Trustees

Norman S. Rosenblum  
Leon Potok  
Keith W. Waitt  
Victor M. Tafur  
Robert Yamuder  
Robert Spolzino, Esq.

Village Manager  
Village Attorney

ABSENT:

Trustees  
Assistant Village Manager

Louis Santoro  
Daniel Sarnoff

**OPEN MEETING**

On motion of Mayor Rosenblum, seconded by Trustee Tafur:

RESOLVED that the August 28, 2017 Board of Trustees Accounts Payable and Minor Items Meeting be and is hereby open.

Ayes: Potok, Waitt, Tafur, Rosenblum  
Nays: None  
Absent: Santoro

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

On motion of Mayor Rosenblum, seconded by Trustee Waitt:

Ayes: Potok, Waitt, Tafur, Rosenblum  
Nays: None  
Absent: Santoro

**ABSTRACT OF AUDITED VOUCHERS**

On motion of Mayor Rosenblum, seconded by Trustee Waitt:

RESOLVED that the Abstract of Audited Vouchers in the amount of \$9,182.01 dated August 28, 2017 are hereby ordered paid.

Ayes: Potok, Waitt, Tafur, Rosenblum

BOT AP AND MINOR ITEMS MEETING  
AUGUST 28, 2017

Nays: None  
Absent: Santoro

On motion of Mayor Rosenblum, seconded by Trustee Waitt:

RESOLVED that the Abstract of Audited Vouchers in the amount of \$764,049.85 dated August 28, 2017 are hereby ordered paid.

Ayes: Potok, Waitt, Tafur, Rosenblum  
Nays: None  
Absent: Santoro

Holding Payments for Les Steinman and Davey Tree

Village Attorney, Robert Spolzino will review and discuss with Less Steinman and come back to the board.

Additional Matters Discussed

- LMCTV
- Ethics Law

**ADJOURNMENT**

On motion of Mayor Rosenblum, seconded by Trustee Potok:

RESOLVED that the Board of Trustees be and hereby adjourn the August 28, 2017 Board of Trustee Accounts Payable and Minor Items Meeting at 7:00 p.m.

PREPARED BY:  
AGOSTINO A. FUSCO  
CLERK TREASURER

RESPECTFULLY SUBMITTED BY:  
AGOSTINO A. FUSCO  
CLERK TREASURER