

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Meeting, Monday, August 18, 2014  
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.  
Regular Meeting: 6:00 P.M.  
VILLAGE JUSTICE COURTROOM  
350 North Main Street  
Port Chester, New York  
**AGENDA - REVISED****

**TIME: 6:00 P.M. to 7:00 P.M.**

	<b>PROPOSED MOTION FOR EXECUTIVE SESSION</b>	<b>ACTION</b>
1	Interview prospective candidate for the Beautification Commission.	
2	Involving the promotion of a particular person(s) in the Police Department.	
3	Consultation with Village Attorney / Labor Council with regard to career fire fighters.	

**TIME: 7:00 P.M.**

<b>I</b>	<b>AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:</b>	<b>ACTION</b>
1	Public hearing to consider a revocable license agreement with Showboat Riverboat, LLC and HotShot Holdings, LLC <u>Resolution</u>	
<b>II</b>	<b>PUBLIC COMMENTS</b>	<b>ACTION</b>
<b>III</b>	<b>PRESENTATION</b>	<b>ACTION</b>
1	AGD North Pearl LLC 120 North Pearl Street, Village of Port Chester, NY Special Permit-Density Bonus Application. <u>Resolution</u>	
2	Presentation of NYPA Energy Services Program	
<b>IV</b>	<b>RESOLUTIONS</b>	<b>ACTION</b>
	<b>Administration</b>	
1	Regarding Sewer Rent appeal: 91 Hawley Ave., Port Chester	
2	Regarding Sewer Rent appeal: 96 Hawley Ave., Port Chester	
3	SEQRA / Scope Starwood Capital Group/United Hospital Redevelopment.	
4	Authorizing Inter-Municipal Agreement with Village of Rye Brook regarding sharing of Port Chester's equipment.	
5	Awarding BID for addition and alterations to police and court offices 350 North Main Street repairs (BID 14-01).	

	<b>Senior / Nutrition Program</b>	
6	Authorize the Village Manager to enter into agreements with regard to Senior Programs.	
<b>V</b>	<b>UPDATE FROM THE BUILDING INSPECTOR</b>	
<b>VI</b>	<b>REPORT OF THE VILLAGE MANAGER</b>	
<b>VII</b>	<b>DISCUSSIONS</b>	<b>ACTION</b>
1	Village of Port Chester 150 years seal.	
2	Memo from Police Chief Conway regarding Police Department Promotions.	
3	IT Committee / Commission on Technology.	
<b>VIII</b>	<b>CORRESPONDENCE</b>	<b>ACTION</b>
1	From Lisa DiLeo requesting approval of Block Party on Breckenridge Avenue from Irving Avenue to Irenhyl Avenue on September 13, 2014.	
2	From Mellor Engine & Hose Co. No. 3, Inc. on the election of Ernest Tigani.	
3	From Harry Howard Hook & Ladder Co. No. I on the election of Brett Atkinson.	
4	Sewer Rent Appeal regarding 33 New Broad St. - 142.22-1-37	
5	Sewer Rent Appeal regarding 33 New Broad St. - 142.30-2-64	
6	Sewer Rent Appeal regarding 77 Windsor Rd. Rye Brook	
<b>IX</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>	<b>ACTION</b>

TIME: \_\_\_\_\_

**PROPOSED MOTION  
FOR  
EXECUTIVE SESSION**

AFFIDAVIT OF PUBLICATION  
AND  
NOTICE OF PUBLICATION RE



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Planning and Development Department

**BOT Meeting Date:** 8/18/2014

**Item Type:** Resolution

**Sponsor's Name:** Christopher N. Gomez, Director of Planning & Development

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	Revitalizing Waterfront		
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

**Agenda Heading Title**

*(Will appear on the Agenda as indicated below)*

Public Hearing to consider a revocable license agreement with Showboat Riverboat, LLC and HotShot Holdings, LLC

**Summary**

**Background:**

Public hearing to consider adoption of a license agreement to permit permanent mooring of the Showboat Riverboat at the Village Marina. The Board of Trustees, serving as Lead Agency for the project must make an environmental determination prior to taking action on the proposed license agreement.

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

License agreement, SEQRA Negative Declaration, Resolution

## **RESOLUTION**

### **RESOLUTION OF THE VILLAGE OF PORT CHESTER (i) AUTHORIZING THE ISSUANCE OF A REVOCABLE LICENSE AGREEMENT TO SHOWBOAT RIVERBOAT LLC AND HOT SHOT HOLDINGS LLC IN CONNECTION WITH A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW); (ii) AUTHORIZING THE CONSTRUCTION AND OPERATION OF CERTAIN MARINA IMPROVEMENTS (AS DEFINED HEREIN); AND (iii) ADOPTING SEQRA FINDINGS WITH RESPECT TO THE PROJECT.**

**AUGUST 18, 2014**

**WHEREAS**, the Village is the owner of a certain waterfront parcel (the “Land”) and related promenade, docking and marina improvements (the “Existing Improvements”) located within the Village of Port Chester, New York (collectively, the “Marina”); and

**WHEREAS**, over time, the Village has issued docking and marina slip rights to private watercraft owners for purposes of docking watercraft within the Marina, which is generally conforming with the Village’s Local Waterfront Revitalization Plan (“LWRP”) and consistent with the Village’s Modified Marina Urban Renewal Plan (“MUR Plan”); and

**WHEREAS**, pursuant to the MUR Plan and Village Law, the Village is empowered to authorize and approve the granting of licenses to locate and operate commercial business operations at and within the Marina, and pursuant to same desires to (i) promote commercial amenities within the Marina through the issuance of non-exclusive, revocable licenses, and (ii) facilitate enhancements and improvements to the Marina for the use and enjoyment of the public; and

**WHEREAS**, the Village has received a proposal from Showboat Riverboat, LLC (the “Boat Owner”) and HotShot Holdings, LLC (the “Operator”) to undertake a certain project (the “Project”) that will include (i) the issuance of a non-exclusive, revocable license agreement by the Village to the Boat Owner and Operator allowing the permanent mooring within the Marina of a certain 90’x32’ vessel owned by the Boat Owner and known as the “Showboat Riverboat” (the “Vessel”) as a Permanently Moored Craft (“PMC”); (ii) the planning, design, construction and maintenance of (a) certain improvements to the Vessel including modifications and improvements to accommodate the operation by the Operator of a commercial restaurant and jazz bar (the “Vessel Improvements”) and (b) certain improvements upon and within the Marina, including subsurface piling, expanded docking improvements, gangway improvements, onshore bathroom facilities, onshore pump-out facilities, and various onshore signage and related improvements (collectively, the “Marina Improvements”); and (iii) the acquisition and installation in and around the Existing Improvements, the Vessel Improvements, and Marina

Improvements of certain machinery, equipment and other items of tangible personal property (the “Equipment”, and collectively with the Existing Improvements, Vessel Improvements and Marina Improvements, the “Facility”); and

**WHEREAS**, in furtherance of the proposal and proposed Project, the Village Board of Trustees ~~designated-declared~~ itself Lead Agency on July 7, 2014 for purposes of reviewing the Project pursuant to Article 8 of the Environmental Conservation Law and Regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, “SEQRA”), and has prepared an Environmental Assessment Form (“EAF”) and related materials (attached hereto as Exhibit A); and

**WHEREAS**, in furtherance of the foregoing, the Village has negotiated a License Agreement relating to the Project (the “License Agreement,” a form of which is attached hereto as Exhibit B) that will (i) provide a revocable, non-exclusive license interest in the Marina to the Boat Owner and Operator (collectively, the “Licensee”), and (ii) govern the means by which the Licensee will undertake the construction, operation and maintenance of the Marina Improvements; and

**WHEREAS**, following the scheduling and commencement of a public hearing regarding the Project conducted on August 18, 2014 (the “Public Hearing”), the Village desires to (i) authorize the execution and delivery of the License Agreement, and (ii) pursuant to the terms contained therein, authorize the construction of the Marina Improvements. Now therefore be it

**RESOLVED**, by the Village of Port Chester Board of Trustees as follows:

Section 1. The Village has identified the Project as an “Unlisted Action” as said term is defined pursuant to SEQRA. The Village’s review of the Project is coordinated, with all involved and interested agencies having been sent notices of the Village’s intent to review the Project as lead agency pursuant to SEQRA. Based upon the review by the Village of the proposed Project, design and permitting information prepared and issued by the Licensee and Village, the EAF, and related documents delivered by the Company to the Village and other representations made by the Licensee to the Village in connection with the Project, the Village hereby finds that (i) the Project will result in no major impacts and, therefore, is one which may not cause significant damage to the environment; (ii) the Project will not have a “significant effect on the environment” as such quoted terms are defined in SEQRA; and (iii) no “environmental impact statement” as such quoted term is defined in SEQRA, need be prepared for this action. This determination constitutes a negative declaration for purposes of SEQRA.

Section 2. The Village, upon review of the Project, including the presentations and statements provided at the Public Hearing, hereby finds that the undertaking of the Project will (i) enhance the Marina area through the establishment of commercial amenities and construction of the Marina improvements at no cost to the Village, (ii) enhance public safety and welfare through establishment of business operations and public amenities within the Marina, (iii) provide the Village with an annual revenue source of license fees and relief of burdens through the Licensee’s provision of operation and maintenance for the Marina Improvements, and (iv)

achieve, in part, the original intent of the MUR district through the provision of enhanced public waterfront recreation and entertainment opportunities within the Village.

Section 3. In furtherance of the foregoing, the Village hereby authorizes the Village Manager to execute and deliver the License Agreement in substantially the form attached hereto, with such revisions as approved by the Village Manager and Village Attorney.

Section 4. The officers, employees and agents of the Village are hereby authorized and directed for and in the name and on behalf of the Village to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Village with all of the terms, covenants and provisions of the documents executed for and on behalf of the Village.

Approved as to Form:

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Village Attorney  
Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: August 18, 2014

**VILLAGE OF PORT CHESTER, NEW YORK**

**TO**

**SHOWBOAT RIVERBOAT, LLC**

**AND**

**HOT SHOT HOLDINGS, LLC**

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**MARINA LICENSE AGREEMENT**

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*Marina License Agreement  
Village of Port Chester, New York*

**Dated as of August \_\_, 2014**

## MARINA LICENSE AGREEMENT

THIS MARINA LICENSE AGREEMENT (hereinafter the “License Agreement”), dated as of August \_\_, 2014, is by and between the **VILLAGE OF PORT CHESTER, NEW YORK**, a municipal corporation duly existing under the laws of the State of New York with offices at 222 Grace Church Street, Port Chester, New York 10573 (the “Village” or “Licensor”) and **SHOWBOAT RIVERBOAT, LLC**, a Connecticut limited liability company registered and authorized to do business in the State of New York and having offices at 30 Morgan Avenue, Greenwich, Connecticut 06831 (herein, the “Boat Owner”) and **HOT SHOT HOLDINGS, LLC**, a Connecticut limited liability company registered and authorized to do business in the State of New York and having offices at 30 Morgan Avenue, Greenwich, Connecticut 06831 (herein, the “Operator” or “Licensee”).

### WITNESSETH:

WHEREAS, the Village is the owner of a certain waterfront parcel (the “Land”) and related promenade, docking and marina improvements (the “Existing Improvements”) located within the Village of Port Chester, New York (collectively, the “Marina”); and

WHEREAS, the Village over time, and generally conforming with the Village’s Local Waterfront Revitalization Plan (“LWRP”) and consistent with the Village’s Modified Marina Urban Renewal Plan (“MUR Plan”), has issued docking and marina slip rights to private watercraft owners for purposes of docking watercraft within the Marina; and

WHEREAS, pursuant to the MUR Plan, the Village is empowered to authorize and approve the granting of licenses to locate and operate commercial business operations at and within the Marina; and

WHEREAS, the Village has received a proposal from the Boat Owner and Operator to undertake a certain project (the “Project”) that will include (i) the issuance of a revocable license agreement by the Village to the Boat Owner and Operator allowing the permanent mooring within the Marina of a certain 90’x32’ vessel owned by the Boat Owner and known as the “Showboat Riverboat” (the “Vessel”) as a Permanently Moored Craft (“PMC”); (ii) the planning, design, construction and maintenance of (a) certain improvements to the Vessel including modifications and improvements to accommodate the operation by the Operator of a cabaret, commercial restaurant and jazz bar (the “Vessel Improvements”) and (b) certain improvements upon and within the Marina, including subsurface piling, expanded docking improvements, gangway improvements, onshore bathroom facilities, onshore pump-out facilities, and various onshore signage and related improvements (collectively, the “Marina Improvements”); and (iii) the acquisition and installation in and around the Existing Improvements, the Vessel Improvements, and Marina Improvements of certain machinery, equipment and other items of tangible personal property (the “Equipment”, and collectively with the Existing Improvements, Vessel Improvements and Marina Improvements, the “Facility”); and

WHEREAS, pursuant to a resolution adopted by the Village on August \_\_, 2014 (the “Village Authorizing Resolution”), the Village authorized the execution and delivery of this License Agreement, wherein the Boat Owner and operator shall be granted a revocable license to

undertake the Project pursuant to and in accordance with the terms and conditions contained herein; and

WHEREAS, pursuant to and in accordance with the Village Authorizing Resolution, the Village proposes to grant to the Boat Owner and Operator, as their respective interest appear herein, a revocable license to undertake the Project, and the Boat Owner and operator each desire to accept the revocable license granted herein, upon the terms and conditions hereinafter set forth in this License Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby formally covenant, agree and bind themselves as follows:

## **ARTICLE I** **REPRESENTATIONS AND COVENANTS**

**Section 1.1. Representations and Covenants of the Village.** The Village makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Village is duly established and validly existing municipal corporation and has the power to enter into the transaction contemplated by this License Agreement and to carry out its obligations hereunder.

(b) The Village has duly authorized the execution and delivery of this License Agreement pursuant to the Village Authorizing Resolution.

(c) Pursuant to the terms of this License Agreement, the Village hereby jointly grants to the Boat Owner and Operator a revocable license to undertake the Project, all for the purpose of promoting the commerce, industry, health, welfare, recreational opportunities, convenience and prosperity of the inhabitants of the Village and improving their standard of living.

(d) Neither the execution and delivery of this License Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this License Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of applicable law or of any corporate restriction or any agreement or instrument to which the Village is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Village under the terms of any such instrument or agreement.

(e) The Village has been induced to enter into this License Agreement by the undertaking of the Boat owner and Operator to pay the license fees required herein and undertake the obligations contained herein, including the construction, installation and maintenance of the Marina Improvements, along with the creation of related jobs in the Village.

**Section 1.2. Representations and Covenants of the Boat Owner and Operator.**

The Boat Owner and Operator each make the following representations and covenants as the basis for the undertakings on their respective parts herein contained:

(a) The Boat owner and Operator are each limited liability companies duly organized, validly existing and in good standing under the laws of the State of Connecticut and registered to transact business in the State of New York, and each has the authority to enter into this License Agreement and have duly authorized the execution and delivery of this License Agreement.

(b) Neither the execution and delivery of this License Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this License Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Boat Owner or Operator is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Boat Owner or Operator under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform to all applicable laws and regulations of governmental authorities having jurisdiction over the Facility, and the Boat Owner and operator shall each jointly and severally defend, indemnify and hold the Village harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no lien, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Boat Owner or Operator, threatened against or affecting the Boat Owner and/or Operator, to which the Boat Owner or Operator is a party, and in which an adverse result would in any way diminish or adversely impact on the Boat Owner or Operator's ability to fulfill its obligations under this License Agreement.

(g) The Boat Owner and Operator each covenant that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all applicable laws, (ii) the Boat Owner and Operator will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Boat Owner and Operator, upon receiving any information or notice contrary to the representations contained in this Section, shall immediately notify the Village in writing with full details regarding the same. The Boat Owner and Operator each hereby release the Village from liability with respect to, and agree to defend, indemnify, and hold harmless the Village, its trustees, officers, employees, agents (other than the Boat Owner and Operator), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including

reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section.

(h) The Boat Owner and Operator has provided to the Village a certificate or certificates of insurance containing all of the insurance provision requirements included under Sections 3.4 and 3.5 hereof. If the insurance is canceled for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to any loss payee or additional insured until at least thirty (30) days after receipt by such party of written notice by the insurer of such cancellation, lapse, expiration, reduction or change.

(i) The Boat Owner and Operator have provided to the Village financial statements and/or proof of equity and have the financial ability to undertake the Project.

## ARTICLE II

### **FACILITY SITE, DEMISING CLAUSES AND LICENSE PAYMENT PROVISIONS**

**Section 2.1. Facility Site.** The Village is the fee owner of the Land, including the real property, all buildings, structures or improvements thereon constituting the Marina. It is the intention of the parties to grant a revocable license interest in a portion of the Marina as described and rendered in **Exhibit A** attached hereto. The Boat Owner and Operator each agree that the Village's interest in the Marina is sufficient for the purposes intended by this License Agreement. Boat Owner and Operator acknowledge that they are and/or will be fully familiar with the Land and Marina and agree, except as otherwise set forth in this Agreement to the contrary, to accept the condition of the Marina "**AS IS**", with all faults, in its current condition. The Village is not obligated to and shall not be obligated to alter the Land or Marina during the License Term. Boat Owner and Operator shall be responsible at its sole cost and expense to obtain and satisfy all required governmental or regulatory inspections, certificates or other such transfer requirements associated with undertaking the Project. Boat Owner and Operator hereby acknowledge and agree that this Agreement shall not be contingent upon or subject to any condition or contingency relating to title or environmental records relating to the Marina.

### **Section 2.2. Operation, Maintenance, Rehabilitation and Use of the Facility.**

(a) Pursuant to the terms hereof, the Boat Owner is granted the revocable license right to moor the Vessel within the Facility and shall immediately apply for a secure PMC status from the US Coast Guard. The Operator is granted the revocable license right, obligation and authority to undertake the Project, which shall include the ongoing operation, maintenance and rehabilitation, and equipping of the Facility. The Vessel shall be used and occupied by the Operator exclusively for the purposes of operating, maintaining, repairing, and rehabilitating a cabaret, commercial restaurant and jazz bar facility and the Marina Improvements, upon completion and acceptance by the Village in accordance with the terms hereof, shall serve and be made generally available to the public in accordance with legal requirements, as well as such related uses as the Village may specifically from time to time approve. Neither the Boat Owner nor the operator shall use or occupy the Facility (i) contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; (ii) in any manner which would violate any

certificate of occupancy affecting the same, or (iii) in any manner which would constitute a public or private nuisance or waste.

(b) The Boat Owner and Operator, as Licensees hereunder, do hereby protect, defend, indemnify and hold harmless the Village, as Licensor, against any and all claims, costs, judgments, liens, or actions, including reasonable attorney's fees and costs of defense, for damage to property or injury to persons suffered on, or resulting or arising from the Boat Owner and Operator's activities on the Land and Marina, including any activities, actions, malfeasance or omissions of the Boat Owner and Operator or any officer, employee, director, agent or contractor of the Boat Owner and Operator. The provisions of this paragraph shall survive termination of this License Agreement. The Boat Owner and Operator further hereby protect, defend, indemnify and hold harmless the Village, as Licensor, against any and all claims, costs, judgments, liens, or actions, including reasonable attorney's fees and costs of defense, for claims, judgments, actions and any related liens associated with the Boat Owner and Operator's business activities as same may affect the Village or title to the Land or Marina, including, but not limited to any action or dispute that may give rise to a lien against the Land. If at any point during the Term of this License Agreement an action or proceeding (whether coupled with a lien filing or not) is threatened or initiated by a third party against the Boat Owner and Operator and/or Village or the Village's title to the Property as a direct result of the Boat Owner and Operator's business activities relative to the Land or Marina, the Boat Owner and Operator shall be deemed in default of this License Agreement unless bonded off, released of record or otherwise remedied to the Village's satisfaction within Twenty (20) days of written demand to cure tendered by the Village. The Boat Owner or Operator's failure to cure such a default (whether through payment, settlement, performance or payment bond, or otherwise) within said Twenty (20) day period shall have the effect of terminating this License Agreement, including all rights hereunder. In all events, the Boat Owner and Operator's indemnification of the Village and obligation to pay all costs incurred by the Village to defend an action associated with this License Agreement shall survive the termination of this Agreement.

(c) The Boat Owner and Operator shall apply for, secure and maintain all necessary licenses, permits and approvals to construct and operate the Facility, including, but not limited to licenses, permits and approvals from all applicable Federal, state and Local regulatory agencies.

(d) The Boat Owner and Operator shall be responsible for payment for all applicable inspections of the Vessel as required pursuant to applicable law.

(e) Neither the Boat Owner nor the Operator may commence any commercial operations or activities upon or within the Vessel or Facility until the Village obtained from the Boat Owner and Operator the requisite third-party marine engineering certification, and has inspected and issued written approval for the Vessel and Facility (including acceptance of the Marina Improvements, as defined herein).

**Section 2.3. Demise of Non-exclusive License to Marina.** The Village hereby demises a non-exclusive, revocable license to (i) the Boat Owner to locate the Vessel within the Marina (in accordance with the renderings contained within Exhibit A, hereto) and (ii) the Operator to undertake the Project and operate the Facility upon the terms and conditions of this License Agreement. Hereinafter, the Boat Owner and Operator are sometimes collectively

referred to herein as the “Company”. The Company’s rights to commence and undertake any commercial operations at the Facility shall be subject to the terms and conditions contained herein.

**Section 2.4. Remedies to be Pursued Against Contractors and Subcontractors and their Sureties.** In the event of a default by any contractor or any other person or subcontractor under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the Village, as appropriate, against the contractor, subcontractor or manufacturer or supplier or other person so in default and against such surety for the performance of such contract. The Company, in its own name or in the name of the Village, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which the Company deems reasonably necessary, and in such events the Village, at the Company’s expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Village (including but not limited to reasonable attorneys’ fees) in any such action or proceeding.

**Section 2.5. Duration of Revocable License Term; Quiet Enjoyment; Revocation.**  
(a) The Village shall deliver to the Company a non-exclusive license right to the Facility (subject to the provisions of Sections 5.3 and 7.1 hereof) and the revocable license created hereby shall commence on the date hereof.

(b) The license estate created hereby shall, without any further action of the parties hereto, terminate at 11:59 P.M. on August \_\_, 2024, or on such earlier date as may be permitted by Section 8.1 hereof.

(c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the License Term. The Company is hereby granted an automatic Option (the “Option”) to extend the License Term for two (2) extension terms of five (5) years each, for a maximum allowable License Term running through August \_\_, 2033.

For purposes of exercising any Option to extend the License Term, the Company shall provide written notice (an “Option Notice”) to the Village no less than six (6) months prior to the end of the end of the License Term. No such exercise shall be valid or enforceable unless (i) the Company is in full compliance with the terms hereof, (ii) the Company has satisfied the Capital Improvement Obligations for the Marina Improvements, as set forth within Sections 2.6(d) and 2.6(e), hereof, and (iii) no Event of Default hereunder is occurring or is incurred between the date of such Option Notice and the beginning of the extended License Term.

(d) The Village shall, subject to the revocation provisions hereof, along with Sections 5.3 and 7.1 hereof and in the absence of an uncured Event of Default hereunder, neither take nor suffer nor permit any action, other than pursuant to Articles VII or VIII of this License Agreement, to prevent the Company, during the term of this License Agreement, from having quiet and peaceable possession and enjoyment of the Vessel and non-exclusive access, operation and maintenance rights to the Facility and will, at the request of the Company and at the

Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Vessel as hereinabove provided.

(e) The Company hereby irrevocably appoints and designates the Village as its attorney-in-fact for the purpose of executing and delivering and recording any necessary terminations of this License together with any documents required in connection therewith and to take such other and further actions in accordance with this License Agreement as shall be reasonably necessary to terminate this License Agreement. Notwithstanding any such expiration or termination of this License Agreement, the Company's obligations under Sections 3.3 and 5.2 hereof shall continue notwithstanding any such termination or expiration.

(f) Surrender. Upon the termination of this License Agreement, whether by forfeiture, lapse of time or otherwise, or upon the termination of the Company's right to possession of the Facility, the Company will at once surrender and deliver up the Facility, together with all improvements and fixtures located thereon, including all Marina Improvements. The Vessel and Vessel Improvements shall remain property of the Company. The Company shall remove its personal property and non-Fixture Equipment within 60 days and any personal property or Non-Fixture Equipment remaining on the Facility after the 60<sup>th</sup> day following termination shall become property of the Village. Except as otherwise expressly provided herein, the Facility shall be returned to the Village in a similar condition and repair as compared to their condition at the commencement of this License Agreement, reasonable wear and tear excepted.

(g) Any holding over by the Company beyond the License Term (as may be terminated hereunder) shall operate and be construed to be a tenancy from month to month only, at a prorated monthly License Payment equal to two hundred percent (200%) of the then-effective required License Payments hereunder, payable in advance, plus all sums otherwise due hereunder. Nothing contained in this Section shall be construed to give the Company the right to hold over after the expiration of this License Agreement, and the Village may exercise any and all remedies at law or in equity to recover possession of the Facility.

(h) Revocation without Cause. The parties hereto acknowledge and agree that the license rights granted hereunder are revocable by the Village (i) with cause in the event of uncured default hereunder, and (ii) without cause at the unilateral discretion of the Village.

Any revocation of this License Agreement by the Village without cause shall require no less than 180 days' written notice to the Company following the conduct of a public hearing before the Village Board of Trustees. Any revocation by the Village without cause during the License Term shall require the Village to pay to the Company a Vessel Relocation Fee (the "Vessel Relocation Fee") in an amount not to exceed \$10,000.00, such Vessel Relocation Fee to be paid within thirty (30) days of the date of termination and removal of the Vessel (whichever is later) and shall be based upon reimbursement of actual relocation expense receipts paid by and provided by the Company. In addition, any revocation of this License Agreement by the Village without cause within the first ten (10) years of the License Term shall require the Village to pay to the Company a break fee (the "Break Fee") in the following corresponding amounts:

Year 1 (ending July 1, 2015) \$455,275.50

Year 2 (ending July 1, 2016) \$409,747.50  
Year 3 (ending July 1, 2017) \$364,220.00  
Year 4 (ending July 1, 2018) \$318,692.50  
Year 5 (ending July 1, 2019) \$273,165.00  
Year 6 (ending July 1, 2020) \$227,637.50  
Year 7 (ending July 1, 2021) \$182,110.00  
Year 8 (ending July 1, 2022) \$136,582.50  
Year 9 (ending July 1, 2023) \$91,055.00  
Year 10 (ending July 1, 2024) \$45,527.50

The foregoing amounts reflect a total of \$455,275.00 in estimated costs to be incurred by the Company in connection with the Marina Improvements, as defined herein. The foregoing amount represent a maximum amount of Break Fee payable and may be reduced based upon actual Marina Improvements cost documentation which shall be provided by the Company to the Village. Any Break Fee payable hereunder shall be paid by the Village to the Company within thirty (30) days of termination, subject to confirmation by the Village that the Company has removed the Vessel from the Facility in compliance with the provisions hereof, with reserved rights of offset in favor of the Village for any restoration or repairs to the Facility deemed reasonably necessary.

**Section 2.6. License Payments and Other Consideration.** The License Payment obligations during the License Term are hereby reserved and the Company shall pay License Payments for the rights granted hereunder in accordance with the following schedule:

- (a) Base License Payments. Commencing on the date hereof, and thereafter on or before April 1 of each License Year, a Base License Payment shall be paid by the Company to the Village; plus
- (b) Additional License Payments. Commencing July 1, 2015 and payable in semi-annual installments payable on or before July 1 and November 1 of each License Year, an Additional License Payment shall be paid by the Company to the Village.

License Year	Base License Payment Due April 1	First Installment Additional License Payment Due July 1	Second Installment Additional License Payment Due Nov. 1
1 2014	8000		

2 2015	8240	3862.50	3862.50
3 2016	8487.20	3978.37	3978.37
4 2017	8741.81	4097.72	4097.72
5 2018	9004.07	4220.65	4220.65
6 2019	9274.19	4347.27	4347.27
7 2020	9552.41	4477.69	4477.69
8 2021	9838.99	4612.02	4612.02
9 2022	10134.16	4750.38	4750.38
10 2023	10438.18	4892.89	4892.89
11* 2024	10751.33	5039.68	5039.68
12* 2025	11073.87	5190.87	5190.87
13* 2026	11406.08	5346.60	5346.60
14* 2027	11748.26	5507.00	5507.00
15* 2028	12100.71	5672.21	5672.21
16* 2029	12463.73	5842.37	5842.37
17* 2030	12837.65	6017.64	6017.64
18* 2031	13222.78	6198.17	6198.17
19* 2032	13619.46	6384.12	6384.12
20* 2033	14028.048	6575.64	6575.64

\* - License Year and License Payments subject to timely and enforceable Option exercise by Company.

\*\* - License Payment for License Year 20 (2033) shall be due and payable on or before April 1, 2033 and pro-rated if this Agreement is not renewed.

(b) In addition to the payments of License Payment pursuant to Section 2.6(a) hereof, throughout the term of this License Agreement, the Company shall pay to the Village as additional License Payment, within thirty (30) days of the receipt of demand therefor, an amount equal to the sum of the expenses of the Village and the members thereof incurred in connection with the Village's enforcement of any Event of Default incurred by the Company hereunder.

(c) The Company agrees to make the above-mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public or private debts. In the event the Company shall fail to timely make any payment required in this Section 2.6 (on or before September 1 in License Years 1-19 and June 1 in License Year 20), the Company shall pay a \$250.00 monthly penalty accruing on the first day following the date of non-payment and the first day of each calendar month following the date of non-payment.

(d) Construction, Installation and Maintenance of Marina Improvements. As a component of License Payments payable by the Company hereunder, without diminishment or offset to the License Payments payable pursuant to Section 2.6(a), above, the Company shall, at its exclusive cost and expense and no later than March 1, 2015: (i) install and maintain new septic pump out equipment (along with related utility connections and upgrades as necessary) within the Facility that shall be available for public use; (ii) install and maintain bathroom facilities upon the Land and as a Component of the Facility that shall be available for public use; (iii) install and maintain additional dockage and gangway improvements within the Facility that shall be available for public use; and (iv) construction and installation of all necessary utility connections (water, sewer and electricity) to support both the Vessel and the foregoing (collectively, the foregoing being collectively referred to as the "Marina Improvements"). The Marina Improvements shall be installed in accordance and consistent with the plans and specifications attached hereto as Exhibit B. The final plans and types of equipment and materials to be installed by the Company in connection with the Marina Improvements, along with the location of dedicated slips, shall be subject to prior review and written approval by the Village. The Company shall provide the Village with copies of all construction contracts for the Marina Improvements. Time is of the essence for performance of the Company's obligations to secure permits for, construct and install the Marina Improvements.

The Company acknowledges and agrees that the Company's obligation to undertake foregoing Marina Improvements (collectively, the "Capital Improvement Obligations") are a material inducement for the Village's provision of this License Agreement and failure to undertake same in accordance with the terms hereof shall be a material Event of Default hereunder. The Company further acknowledges and agrees that failure to timely complete the Capital Improvement Obligations will result in loss of the Option, as defined herein.

The Company shall apply for and secure all necessary permits and authorizations necessary to undertake the Capital Improvement Obligations and provide copies of same to the Village. The Company acknowledges that the Capital Improvement Obligations must be completed on or before March 1, 2015, unless waived in writing by the Village with such reasonable conditions as may be required by the Village, including the Company's provision of a performance bond in an amount no less than 150% of the estimated remaining costs of the Capital Improvement Obligations. The Company acknowledges and agrees that the Capital

Improvement Obligation activities undertaken pursuant to this License will be improvements to the Village-owned Property and therefore shall comply with all applicable laws and regulations relating thereto, including, but not limited to Section 220 of the Labor Law of the State of New York. The Company may not conduct any commercial activities within the Marina, nor may the Company host or conduct any private gatherings or events within the Marina until the Village has inspected, approved and accepted the Marina Improvements as completed by the Company.

(f) **Maintenance of Marina Improvements.** As a component of License Payments payable by the Company hereunder, without diminishment or offset to the License Payments payable pursuant to Section 2.6(a), above, the Company shall, at its exclusive cost and expense undertake the continual and timely maintenance of the Marina Improvements, including those areas designated within **Exhibit A**, hereto, for the Term hereof. The Company's maintenance obligations shall include janitorial maintenance and supply of the public restroom building, refuse collection and removal within the designated maintenance area each year for the period April 1 through October 31. The Company shall further undertake the immediate repair of any damaged conditions within the designated area for items reasonably estimated to cost \$100.00 or less for repairs (including such repair required within the restroom facility, landscaping, etc.) The foregoing maintenance activities shall be subject to review and continued approval by the Village, by and through the Department of Public Works. The Company shall provide the Village with advance notice of repairs to be undertaken and shall further provide the Village with all invoices and documentation relating to expenses incurred for materials and labor. The Village, in its exclusive discretion, and upon notice to the Company, may elect to undertake self-help to undertake the within-described maintenance obligations in the absence of the Company's compliance with this section. In such an event, the Village may charge the Company with supplemental License Payments for the value of such services performed by the Village, and such supplemental License Payment shall be due and payable within 30 days of demand therefore.

The Company acknowledges and agrees that the foregoing maintenance obligations are a material inducement for the Village's provision of this License Agreement and failure to undertake same in accordance with the terms hereof shall be a material Event of Default hereunder. The Company further acknowledges and agrees that failure to continually perform same will result in loss of the Option, as defined herein.

**Section 2.7. Obligations of Company Hereunder Unconditional.** Other than as set forth herein, the obligations of the Company to make the payments required in Section 2.6 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Company and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Village. The Company agrees it will not (i) suspend, discontinue or abate any payment or performance obligation required by Section 2.6 hereof (other than as permitted pursuant to Section 3.3 hereof) or (ii) fail to observe any of its other covenants or agreements in this License Agreement or (iii) except as provided in Section 8.1 hereof, terminate this License Agreement.

**ARTICLE III**  
**MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE**

**Section 3.1. Maintenance and Modifications of Facility by Company.** (a) The Company agrees that during the term of this License Agreement it will (i) keep the Facility in safe condition for continuous use, operation and public access; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) operate the Facility in a sound and prudent manner; (iv) operate the Facility such that it continues to qualify as a “project” under the Act and pursuant to the terms contained herein; and (v) indemnify and hold the Village harmless from any liability or expenses from the failure by the Company to comply with (i), (ii), (iii) or (iv) above.

(b) Upon at least 90 days’ notice through written request to the Village, and subject to the Village’s sole discretion, the Company, at its own expense, from time to time may make any structural addition, modifications or improvements to the Facility or any addition, modifications or improvements to the Facility or any part thereof which it may deem desirable for its business purposes and uses. All such structural additions, modifications or improvements so made by the Company shall become a part of the Facility. The Company shall comply with all applicable laws and regulations with respect to any Village-approved structural addition, modifications or improvements to the Facility.

**Section 3.2. Installation of Additional Equipment.** The Company, from time to time, may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such non-fixture machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company, from time to time, may remove or permit the removal of such machinery, equipment or other personal property.

**Section 3.3. [RESERVED]**

**Section 3.4. Insurance Required.** At all times throughout the License Term, including, without limitation, during any period of rehabilitation and construction of the Facility, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company; or as an alternative to the foregoing the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well, provided a periodic appraisal is performed and provided to the Village.

(b) Workers’ compensation insurance, disability benefits insurance and each other form of insurance which the Village or the Company is required by law to provide, covering loss

resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

**Section 3.5. Additional Provisions Respecting Insurance.** (a) All insurance required by Section 3.4(a) hereof shall name the Village as a named insured and all other insurance required by Section 3.4 shall name the Village as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Village, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to the Company and the Village.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Village on or before the commencement of the term of this License Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Village evidence that the policy has been renewed or replaced or is no longer required by this License Agreement.

(c) Within one hundred twenty (120) days after the end of each of its fiscal years, the Company shall file with the Village a certificate of the Company to the effect that the insurance it maintains with respect to the Project complies with the provisions of this Article III and that duplicate copies of all policies or certificates thereof have been filed with the Village and are in full force and effect.

**Section 3.6. Application of Net Proceeds of Insurance.** The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as follows:

(i) the net proceeds of the insurance required by Section 3.4(a) hereof shall be applied as provided in Section 4.1 hereof, and

(ii) the net proceeds of the insurance required by Section 3.4(b) and (c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

**Section 3.7. Right of Village to Pay Taxes, Insurance Premiums and Other Charges.** If the Company fails (i) to pay any tax, assessment or other governmental charge required to be paid by Section 3.3 hereof or (ii) to maintain any insurance required to be maintained by Section 3.4 hereof, the Village may pay such tax, assessment or other governmental charge or the premium for such insurance. The Company shall reimburse the Village for any amount so paid together with interest thereon from the date of payment at twelve percent (12%) per annum.

#### **ARTICLE IV** **DAMAGE, DESTRUCTION AND CONDEMNATION**

**Section 4.1. Damage or Destruction.** (a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the term of this License Agreement:

(i) the Village shall have no obligation to replace, repair, rebuild or restore the Facility;

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this License Agreement, except that the Company shall have certain rights to terminate this License Agreement in accordance with Section 8.1 hereof); and

(iii) except as otherwise provided in subsection (b) of this Section 4.1, and subject to the Company's rights to terminate this License Agreement pursuant to Section 8.1 hereof, the Company shall promptly replace, repair, rebuild or restore the Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and may use insurance proceeds for all such purposes.

All such replacements, repairs, rebuilding or restoration made pursuant to this Section 4.1, whether or not requiring the expenditure of the Company's own money, shall automatically become a part of the Facility as if the same were specifically described herein.

(b) The Company shall not be obligated to replace, repair, rebuild or restore the Facility, and the net proceeds of the insurance shall not be applied as provided in subsection (a) of this Section 4.1, if the Company shall exercise its option to terminate this License Agreement pursuant to Section 8.1 hereof.

(c) The Company may adjust all claims under any policies of insurance required by Section 3.4(a) hereof.

**Section 4.2. Condemnation.** (a) If at any time during the term of this License Agreement the whole or any part of title to, or the use of, the Facility shall be taken by condemnation, the Village shall have no obligation to restore or replace the Facility and there shall be no abatement or reduction in the amounts payable by the Company under this License Agreement through the date of such taking. The Village shall have the exclusive right to any

condemnation award, subject only to the rights of third parties under contract (other than the Company).

Except as otherwise provided in subsection (b) of this Section 4.2, the Company may:

(i) in the case of a partial taking by condemnation, and using Company funds and funds as may be provided by the Village from the proceeds of condemnation award, restore the Facility (excluding any land taken by condemnation) to substantially the same condition and value as an operating entity as existed prior to such condemnation, or

(ii) in the case of a partial taking by condemnation, and using Company funds and funds as may be provided by the Village from the proceeds of condemnation award, acquire, by construction or otherwise, facilities of substantially the same nature and value as an operating entity as the Facility subject to Village consent.

The Facility, as so restored, or the substitute facility, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Facility as if the same were specifically described herein.

(b) In the case of a total taking by condemnation, the Company shall not be obligated to restore the Facility or acquire a substitute facility, and the net proceeds of any condemnation award shall not be applied as provided in Section 4.2(a) above. In such an event, this License Agreement shall automatically terminate upon such taking.

(c) The Village and Company shall cooperate fully in the handling and conduct of any condemnation proceeding with respect to the Facility. In the event that any condemnation of the Premises or Facility (in whole or in part) is determined by the Company in its reasonable discretion to substantially interfere with prospective operation by the Company of the Premises and Facility as intended and permitted hereunder, the Company (i) shall not be obligated to restore the Facility or acquire a substitute facility, (ii) the net proceeds of any condemnation award shall not be applied as provided in Section 4.2(a) above, and (iii) the Company shall terminate this License Agreement in accordance with Section 8.1 hereof.

**Section 4.3. Condemnation of Company-Owned Property.** The Company shall be entitled to the proceeds of any condemnation award or portion thereof made for damage to or taking of any non-fixture personal property which, at the time of such damage or taking, is not part of the Facility, plus the fair market value of the Company's interest in remaining term of this License, along with an award for Vessel Relocation Fee and/or remaining Break Fee, as may be determined by the applicable court in accordance with the provisions of the Eminent Domain Procedure Law ("EDPL").

## **ARTICLE V** **SPECIAL COVENANTS**

**Section 5.1. No Warranty of Condition or Suitability by the Village.** THE VILLAGE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE

CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

**Section 5.2. Hold Harmless Provisions.** The Company hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify, defend and hold the Village and its executive director, officers, members, directors, agents (other than the Company) and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or (ii) liability arising from or expense incurred by the Village's leasing of the Facility, including, without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Village, or any of its respective members, directors, officers, agents (other than the Company) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; *except, however,* that, such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

**Section 5.3. Right to Inspect the Facility.** The Village and its duly authorized agents shall have the right at all reasonable times and upon reasonable notice to inspect the Facility, including the Vessel. Notwithstanding the foregoing, the Village and its duly authorized agents shall have the right to enter and inspect the Facility, including the Vessel, without advance notice during regular business hours and/or in furtherance of the Village's right to protect the health, safety and welfare of residents and invitees within the Marina.

**Section 5.4. Agreement to Provide Information.** The Company agrees, whenever requested by the Village, to provide and certify or cause to be provided and certified, without delay, such information concerning the Company, the Company's employment history and statistics related thereto, the Facility and other topics necessary to enable the Village to make any report required by law or governmental regulation or as otherwise reasonably requested by the Village.

**Section 5.5. Books of Record and Account; Financial Statements.** The Company at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company relating to the Facility.

**Section 5.6. Compliance With Orders, Ordinances, Etc.** (a) The Company agrees that it will, throughout the term of this License Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies

or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.6, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to in such subsection (a). In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom. The Company shall give notice of the foregoing to the Village and failure to timely do so shall be a breach of this License Agreement.

**Section 5.7. Discharge of Liens and Encumbrances.** (a) The Company shall not permit or create or suffer to be permitted or created any lien upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof except any liens existing on the date hereof. This provision shall not prohibit the Approved Liens as they are defined in Section 6.1(a) hereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.7, the Company may in good faith contest any such lien. In such event, the Company, with prior written notice to the Village, may permit the items so contested to remain undischarged and unsatisfied for a period of no longer than thirty (30) days, during such period the Company may appeal therefrom, unless the Village shall notify the Company to promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance satisfactory to the Village, thereby causing said lien to be removed.

**ARTICLE VI**  
**ASSIGNMENTS AND SUBLICENSE PROHIBITED;**  
**NO MORTGAGE OR PLEDGE OF INTERESTS**

**Section 6.1.** Under no circumstances may the Company, nor shall the Village be required to mortgage any interest in the Facility, nor shall the Village grant a security interest in or assign its rights to receive the License Payments described in Section 2.6 hereof or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 hereof or (i) the right of the Village on its own behalf to receive all opinions of counsel, reports, financial information, certificates, insurance policies or binders or certificates, or other notices or communications required to be delivered to the Village hereunder or otherwise reasonably requested by the Village; (ii) the right of the Village to grant or withhold any consents or approvals required of the Village hereunder; (iii) the right of the Village in its own behalf to enforce the obligation of the Company to undertake its obligations hereunder; (iv) the right of the Village to amend with the Company this License Agreement; (v) the right of the Village on its own behalf to declare an Event of Default under Section 7.1 hereof; and (vi) the right of the Village as to any of the foregoing, exercisable with respect to any sublicensees (collectively, the “Unassigned Rights”).

**Section 6.2. Removal of Equipment.** (a) The Village shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part.

**Section 6.3. Assignment and Subleasing.** (a) This License Agreement may not be assigned or sublicensed in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter “Related Person”), and the Facility may not be sublicensed, in whole or in part, by the Company except to a Related Person of the Company without the prior written consent of the Village. Any assignment of this License Agreement shall require the prior written consent of the Village upon application 45 days prior to a regularly scheduled meeting of the Village. A transfer in excess of 50% of the equity voting interests of the Company, other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Village.

Any assignment or License, if and once approved by the Village, shall be on the following conditions, as of the time of such assignment:

- (i) no assignment shall relieve the Company from primary liability for any of its obligations hereunder;
- (ii) the assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned; and
- (iii) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the Village a true and complete copy of such assignment and the instrument of assumption.

If the Village shall so request, as of the purported effective date of any assignment pursuant to subsection (a) above, the Company at its cost shall furnish the Village with an opinion, in form and substance satisfactory to the Village as to items (i), (ii) and (iv) above.

(b) Any such assignment or License is subject to the review and approval by the Village and its counsel (at no cost to the Village; any such cost to be paid by the Company, including attorneys’ fees), and shall contain such terms and conditions as reasonably required by the Village and its counsel.

## **ARTICLE VII** **DEFAULT**

**Section 7.1. Events of Default Defined.** (a) Each of the following shall be an “Event of Default” under this License Agreement:

(1) If the Company fails to pay the amounts required to be paid pursuant to Section 2.6 of this License Agreement and/or timely undertake any obligations set forth within Section 2.6, and such failure shall have continued for a period of ten (10) days after the Village gives written notice of such failure to the Company; or

(2) If there is any purposeful, willful and knowing breach by the Company of any of its other agreements or covenants set forth in this License Agreement; or

(3) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this License Agreement to be observed or performed and such failure shall have continued for a period of thirty (30) days after the Village gives written notice to the Company specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence; or

(4) If any representation or warranty of the Company contained in this License Agreement is incorrect in any material respect; or

(5) If an Event of Default shall occur under any Agreement entered into by the Company and the Village of Port Chester Industrial Development Agency ("PCIDA"); or

(6) Failure by the Company to operate the Facility for a period exceeding 60 days between May 1 and October 31 in any given year.

(b) Notwithstanding the provisions of 7.1(a) above, if by reason of force majeure either party hereto shall be unable in whole or in part to carry out its obligations under this License Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this License Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 7.1. Notwithstanding anything to the contrary in this subsection (b), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 2.6 and 3.3 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, to provide the indemnity required by Section 5.2 hereof and to comply with the terms of Sections 5.2, 5.3, 5.6, 5.7, and 7.1(a)(1) hereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage

of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

**Section 7.2. Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party may take, to the extent permitted by law, any one or more of the following remedial steps:

(1) Upon an Event of Default by the Company, the Village may declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (i) all unpaid installments of License Payments payable pursuant to Section 2.6(a) hereof and (ii) all other payments due under this License Agreement.

(2) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.

(3) Take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this License Agreement.

(4) Terminate this License Agreement.

**Section 7.3. Remedies Cumulative.** No remedy herein is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this License Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 7.4. Agreement to Pay Attorneys' Fees and Expenses.** In the event that either party should default under any of the provisions of this License Agreement and the non-defaulting party should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the non-defaulting party herein contained, the defaulting party shall, on demand therefor, pay to the non-defaulting party, the reasonable fees of such attorneys and such other expenses so incurred. Any such payments demanded of the Company shall be deemed additional License Payment in accordance with Section 2.6(b) hereof.

**Section 7.5. No Additional Waiver Implied by One Waiver.** In the event any agreement contained herein should be breached by any party and thereafter waived by any other

party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**ARTICLE VIII**  
**EARLY TERMINATION OF AGREEMENT; OBLIGATIONS OF COMPANY**

**Section 8.1. Early Termination of Agreement.**

(a) Subject to the surrender requirements as set forth within Section 2.5 hereof, the Company shall have the option at any time to terminate this License Agreement upon filing with the Village a certificate signed by an authorized representative of the Company stating the Company's intention to do so pursuant to this Section 8.1. The Company's option rights for early termination of this License Agreement shall be limited to (i) the occurrence of an uncured Event of Default by the Village hereunder, (ii) an occurrence of damage or destruction to the Vessel or more than one half of the Facility whereby neither Vessel nor the Facility can be restored by the Company within 120 days after such damage or construction, (iii) the occurrence of a condemnation proceeding consistent with Section 4.2(b) hereof, or (iv) failure by the Company to secure all necessary permits and authorizations necessary to construct and install the Marina Improvements on or before March 1, 2015. In any such case of Company termination, the Company shall not be entitled to any Vessel Relocation Fee, Break Fee or any other form of cost reimbursement from the Village.

(b) The Village shall have the option at any time to terminate this License Agreement (i) without cause in accordance with Section 2.5(h), or (ii) with cause and to demand immediate payment in full of the License Payment reserved and unpaid as described in Section 2.6 hereof upon written notice to the Company of the occurrence of an Event of Default hereunder.

(c) The Company shall either secure a bond or post security in the amount of the Vessel Relocation Fee to secure the Company's obligation to timely remove the Vessel in the event of any termination of the Agreement, the form of such bond or security being subject to the approval of the Village, and which shall be automatically assigned to the Village upon the Company's failure to timely remove the Vessel from the Marina in accordance with the terms hereof.

**ARTICLE IX**  
**MISCELLANEOUS**

**Section 9.1. Notices.** All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Village:           Village of Port Chester  
                                  222 Grace Church Street  
                                  Port Chester, New York 10573  
                                  Attn: Village Manager

With Copy To: Harris Beach PLLC  
677 Broadway, Suite 1101  
Albany, New York 12207  
Attn: Justin S. Miller, Esq.

To the Company: Hotshot Holdings, LLC  
30 Morgan Avenue  
Greenwich, Connecticut 06830

With Copy To: Feinstein & Naishtut, LLP  
211 South Ridge Street  
Rye Brook, New York 10573

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this section.

**Section 9.2. Binding Effect.** This License Agreement shall inure to the benefit of and shall be binding upon the Village, the Company and their respective successors and assigns.

**Section 9.3. Severability.** In the event any provision of this License Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.4. Amendments, Changes and Modifications.** This License Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

**Section 9.5. Execution of Counterparts.** This License Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**Section 9.6. Applicable Law.** This License Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

**Section 9.7. Recording and Filing.** This License Agreement (or a memorandum thereof) shall be recorded or filed, as the case may be, in the Office of the Clerk of Schuyler County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

**Section 9.8. Survival of Obligations.** This License Agreement shall survive the performance of the obligations of the Company to make payments required by Section 2.6 and all indemnities shall survive any termination or expiration of this License Agreement.

**Section 9.9. Section Headings Not Controlling.** The headings of the several sections in this License Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this License Agreement.

**Section 9.10. No Broker.** Village and Company represent and warrant to the other that neither the Village nor the Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this License Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

**Section 9.11. No Recourse; Special Obligation.** (a) The obligations and agreements of the Village contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Village, and not of any member, officer, agent (other than the Company) or employee of the Village in his/her individual capacity, and the members, officers, agents (other than the Company) and employees of the Village shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Village contained hereby shall not constitute or give rise to an obligation of the State of New York or Westchester County, New York and neither the State of New York nor Westchester County, New York shall be liable hereon or thereon and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Village, but rather shall constitute limited obligations of the Village, payable solely from the revenues of the Village derived and to be derived from the sale or other disposition of the Facility.

(c) No order or decree of specific performance with respect to any of the obligations of the Village hereunder shall be sought or enforced against the Village unless (i) the party seeking such order or decree shall first have requested the Village in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Village shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Village refuses to comply with such request and the Village's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall place, in an account with the Village, an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Village refuses to comply with such request and the Village's refusal to comply is

based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Village and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

**Section 9.12. No Joint Venture Created.** The Village and the Company mutually agree that by entering into this License Agreement the parties hereto are not entering into a joint venture.

*(Remainder of page intentionally left blank)*

**[Signature Page to Marina License Agreement]**

IN WITNESS WHEREOF, the Village and the Company have caused this License Agreement to be executed in their respective names, all as of the date first above written.

**VILLAGE OF PORT CHESTER, NEW YORK**

By: \_\_\_\_\_  
Neil J. Pagano, Mayor

**SHOWBOAT RIVERBOAT, LLC, as Boat  
Owner and Licensee hereunder**

By: \_\_\_\_\_  
Name:  
Title:

**HOT SHOT HOLDINGS, LLC, as Operator  
and Licensee hereunder**

By: \_\_\_\_\_  
Name:  
Title:

[Acknowledgment Page to Marina License Agreement]

STATE OF NEW YORK     )  
COUNTY OF WESTCHESTER     ) ss.:

On the \_\_\_ day of July in the year 2014, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

STATE OF NEW YORK     )  
COUNTY OF WESTCHESTER     ) ss.:

On the \_\_\_ day of July in the year 2014, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument..

---

Notary Public

**PERFORMANCE GUARANTY**

For good and valuable consideration, WILLIAM FRENZ (the "Guarantor"), hereby irrevocably, absolutely and unconditionally guarantees to the Village of Port Chester (the "Village") and its assigns the full and prompt payment of all indebtedness, liabilities and obligations of Showboat Riverboat, LLC and Hot Shot Holdings, LLC hereunder including, without limitation, the payment of the principal amount of the respective obligations and all interest, fees, costs and expenses. The within guarantees are independent of and in addition to any other guaranty, endorsement, collateral, remedy, statutory right or other agreement held by the Village or its assigns and are a guaranty of payment and performance, not of collection.

Dated: As of \_\_\_\_\_, 2014

By: \_\_\_\_\_

Name:

Title:

State of New York    )  
County of \_\_\_\_\_ )    *ss.:*

On the \_\_ day of \_\_\_\_\_ in the year 2014, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**THE SHOWBOAT RIVERBOAT  
PORT CHESTER, NY 10573  
WESTCHESTER COUNTY, NY**

**SEQR DETERMINATION OF SIGNIFICANCE  
NEGATIVE DECLARATION**

**PREPARED AUGUST 2014**

## PROPOSED ACTION IDENTIFICATION - MAPS

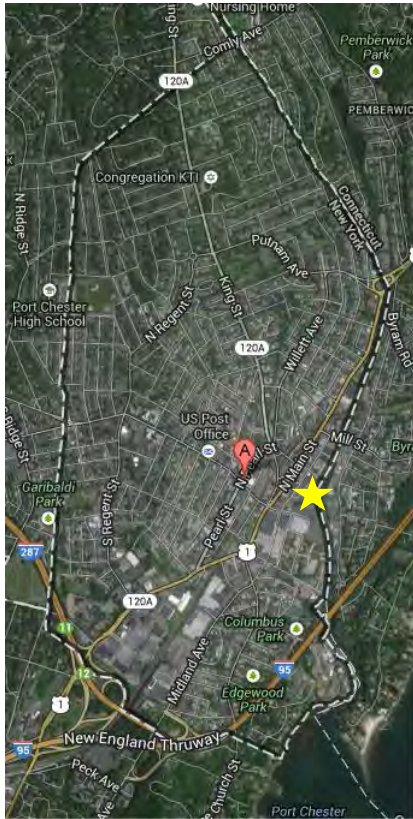


Figure 1 Context Map - Village of Port Chester, Westchester County NY

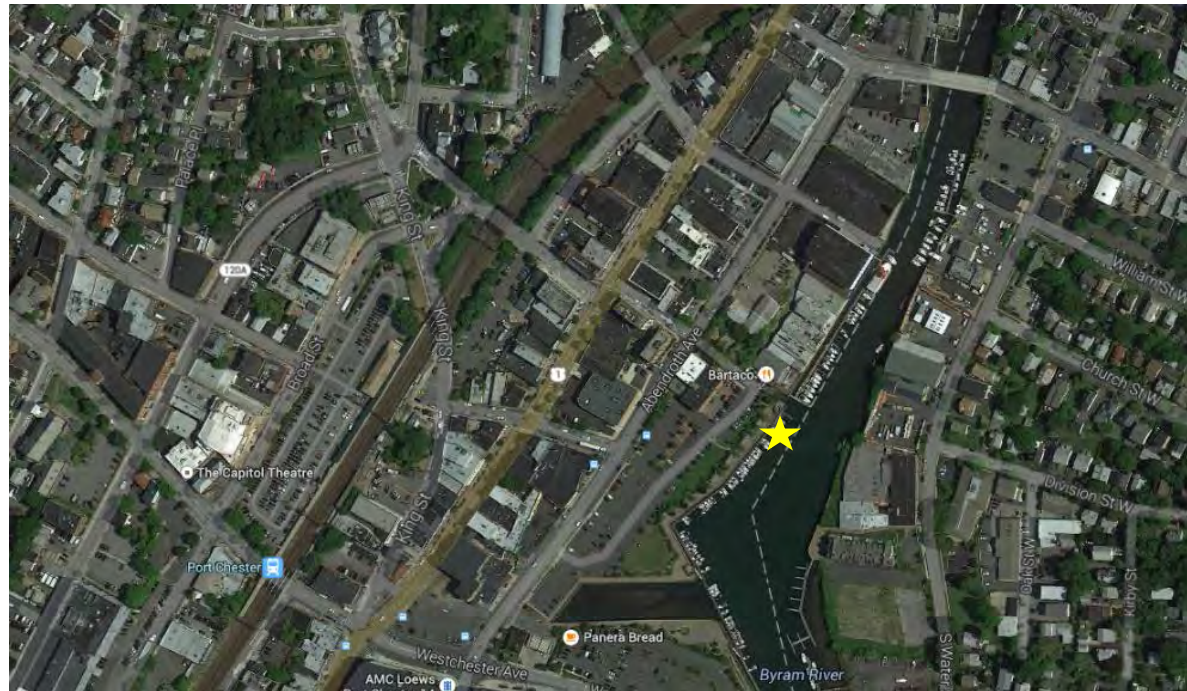


Figure 2 Location Map, 411 Westchester Ave, Port Chester, Westchester County, NY

## **REASONS SUPPORTING THIS DETERMINATION**

The Proposed Action includes application for a license agreement to permanently moor *The Showboat Riverboat* at the Village's downtown, public marina located at the southern side of the most eastern terminus of Willett Avenue adjacent to the existing Village public promenade. The Proposed Action includes: (i) the permanent mooring of *The Showboat Riverboat* (a 90'x 32' vessel) as a Permanently Moored Craft ("PMC"), specifically as a commercial restaurant and jazz bar; and (ii) the planning, design, construction and maintenance of modifications/improvements including but not limited to subsurface piling, expanded docking improvements, gangway improvements, onshore bathroom facilities, onshore pump-out facilities, and various onshore signage and related improvements. The total usable patron space is 1,550 square feet, which will accommodate approximately 139 patrons. The Proposed Action requires various approvals and permits from the following agencies: New York State Department of State, New York State Office of General Services, Army Corp. of Engineers, New York State Local Waterfront Revitalization Program, and New York State Department of Environmental Conservation.

Potential impacts relating to the redevelopment and reuse of the site as proposed by the applicant include the following:

- 1) The Proposed Action is located within the Local Waterfront Revitalization Program ("LWRP") boundary and is in general conformance with the policies and recommendations of the Village's LWRP, Comprehensive Plan, and 2014-2016 Strategic Plan that support water-enhanced and water-dependent uses to facilitate marina redevelopment opportunities. The Village of Port Chester Waterfront Commission adopted an official Waterfront Consistency Determination for the project on March 26, 2014. As such, the Proposed Action is in full compliance with the Village's Local Waterfront Revitalization Program and will not adversely affect the character of the downtown/marina.
- 2) The Proposed Action will include construction of a new gangway and will require 45-foot pilings outfitted with straps to stabilize the docks and vessel as necessary for a tidal environment. All construction related activity and machinery will comply with state and federal requirements; therefore, the Proposed Action will not result in any construction related activities that would result in long term air quality impacts.

- 3) The Proposed Action does not involve the creation of any new impervious surfaces or any changes to existing stormwater conditions. No adverse stormwater impacts will result from this Proposed Action.
- 4) Short-term construction related noise impacts may result from certain improvements, such as the removal and insertion of new dock pilings into the riverbed. These short-term noise impacts shall be controlled by maintaining construction equipment in good working order in compliance with applicable standards. Construction activities will take place in conformance with the hours prescribed by Village code. As a result, these regulated, temporary short-term noise impacts will not result in a significant adverse environmental impact.
- 5) Solid waste generated by the project is proposed to be removed daily by a private carting company via Willett Avenue. No transfer of liquid fuel or waste will occur as the Proposed Action is non-transitory in nature. No long-term or significant adverse impacts are anticipated.
- 6) The Proposed Action includes construction of a new public restrooms and public pump out station for boaters that will be connected to the Village sewer system on the public promenade just south of the terminus of Willett Avenue at the applicant's expense. A 250-gallon holding tank located on the docks immediately to the south of the vessel will store and pump sanitary sewage directly from the vessel's restrooms into the sanitary sewer negating any removal or transfer of waste on the docks themselves. The ejector technology proposed (see enclosure) for the holding tank will prevent overflow and will be monitored on a monthly basis. Based on the use and anticipated occupancy of the vessel, the Proposed Action will not result in significant adverse impacts to the existing sanitary sewer system.
- 7) The Proposed Action is located within Flood Zone A as designated by FEMA and is within the Village's Local Waterfront Revitalization Program boundary. As such, the Proposed Action may experience effects from storm events or other natural or man-made events. In response to potential storm events and natural changes in the tide, *The Showboat Riverboat* will be stabilized with 45-foot strapped pilings to account for tidal change.
- 8) A small area of tidal wetlands exists in the coastal vicinity of the Port Chester Yacht Club, totaling roughly 13,000 square feet and is classified as Shoal Maritime (SM). It is not vegetated by low marsh cordgrass, and past biological inspections have determined that this shore does not contain productive wetlands. A secondary tidal wetland is located between Purdy Avenue and I-95, totaling roughly 1.4 acres in size. Past investigation of the area revealed some biological activity. Despite two tidal wetlands located downstream of the Proposed Action, no

environmental impacts are anticipated as the action does not incorporate motorization and will install code-compliant fixtures, containers, and ejector systems to greatly reduce any potential for adverse impacts to nearby wetland resources.

- 9) The Proposed Action will not result in the removal of any existing trees or vegetation. No adverse impacts to existing trees or vegetation will result from this Proposed Action.
- 10) There will be no impact on a significant habitat area as a result of the Proposed Action. The Proposed Action simply involves the adoption of a revocable license agreement permitting a permanent moored craft. No significant or adverse impact will result from the Proposed Action.
- 11) No threatened or endangered species of animals or the habitat of such species have been identified on the site according to the NYS Natural Heritage Inventory (<http://www.dec.ny.gov/imsmaps/ERM/viewer.htm>). The Proposed Action will not pose significant, adverse or long-term impacts to flora or fauna.
- 12) The Proposed Action includes permanently mooring the vessel adjacent to the public promenade and the 220-space Village Marina Lot which provides parking subject to the Marina Urban Redevelopment District (MUR) Land Acquisition Disposition Agreement (LADA) requirements. Further, the Village's 2012 *Route 1/North Main Street Corridor Study* (excerpt attached) identifies no fewer than eleven (11) public access parking lots downtown in the vicinity of the site. Data supports that none of the eleven public lots are at capacity during the weekday mid-day peak (11am-2pm) and that only five (5) of the eleven (11) are utilized to capacity during the evening weekend peak (7pm-9pm).

Further, the license agreement amounts to a long term lease of 11 existing boat slips at the Village Marina entitling boat permit holders to 11 parking spaces. In this instance, the applicant is proposing to utilize a single space for box truck loading activity five times a week prior to the anticipated business opening at 4pm so as not to interfere with peak usage of the lot as identified in the 2012 parking utilization study. Based on the aforementioned conditions, it is anticipated that the Proposed Action will not constitute a significant environmental impact with respect to parking or loading.

- 13) The Proposed Action does not create a material conflict with the community's current development plans or goals. The permanent mooring of *The Showboat Riverboat*, provision of public amenities and the structuring of a revocable license agreement with the Village of Port Chester is aligned with economic development intent for the waterfront in the Village's

Comprehensive Plan to “promote the waterfront area as a commercial, recreational and cultural destination” through the promotion of “water-dependent and water-enhanced uses.” The Proposed Action is both a water-dependent and water-enhanced use anticipated to induce localized economic development along the Byram River waterfront. For these reasons, the Proposed Action does not create a material conflict with the community’s current development plans or goals.

- 14) The Proposed Action will not affect any building listed on the State or National registers of historic places and will not result in any adverse impacts to historic or archaeologically important resources.
- 15) The Proposed Action includes upgrades that will require electrical hookups tied into existing Village infrastructure. The Proposed Action will conform to all New York State Building Code requirements, including stringent energy-compliance standards. While the project will result in a minimal increase in the energy demand for the site, the project will not overburden existing utility resources, and no adverse impacts are anticipated.
- 16) The Proposed Action will not impose an undue burden on municipal police or fire services. The 1,550 square feet of usable patron space with anticipated occupancy of 139 persons is indeed smaller than many existing downtown restaurant and entertainment establishments. Further, emergency access to the public promenade, the vessel, and surrounding docks is readily available via Willett Avenue.
- 17) The current Village payment structure for boating slip permits is \$500 up to 16’ boat length plus \$50 per additional linear foot up to 24’ in boat length for residents and \$800 up to 16’ boat length plus \$60 per additional linear foot up to 24’ in boat length for non-residents. As such, the eleven (11) slips included in agreement generate approximately \$11,990 (average of resident and non-resident rates) in permit fees to the Village annually.

In comparison, the Proposed Action requires the payment of both a base and installment license fee annually for the eleven (11) slips which include the location of the vessel and transient docks proposed. The combined fees amount to an average of approximately \$17,000 annually for the initial ten year lease or \$5,010 (41%) more revenue for the Village on an annual basis. The full 20 year lease (initial 10-year plus two 5-year renewals) if exercised by the applicant would amount to total license fees of \$408,990.51 or approximately \$20,000 per year , or a 66% annual increase over existing slip rental fees.

In addition to the annual base and installment license fees, the Proposed Action also includes the investment of approximately \$455,275.00 to the public marina by the applicant for the construction of a new gangway, public restroom, pump out station for boaters, utility infrastructure, and transient docks consistent with both the Village's Comprehensive Plan and Local Waterfront Revitalization Plan (LWRP).

Further, the transient docks proposed for larger vessels as part of the Proposed Action create future revenue opportunities for the Village and clear additional economic benefit for the Village in increased patronage to downtown businesses.

- 18) The Proposed Action includes a venue for live music and dancing and will require a cabaret license to be issued by the Village Police Department. All live music must be performed within the vessel at a level of 85-decibels or below and no amplification outside. No live music will be played after 2am. By way of comparison, the State of Connecticut has partial jurisdiction over the Byram River and currently regulates all boat engine noise to 93 decibels or less. The music venue will also be regulated by the Village's cabaret law to ensure there will be no significant noise impacts as a result of the Proposed Action.
- 19) The Proposed Action will not result in changes in two or more elements of the environment, which alone would not have a significant effect on the environment, but when considered together, would result in a substantial adverse impact on the environment.
- 20) The Proposed Action is not related to another Proposed Action which would be funded or approved by an agency which, when considered cumulatively, would meet one or any of the aforementioned criteria.

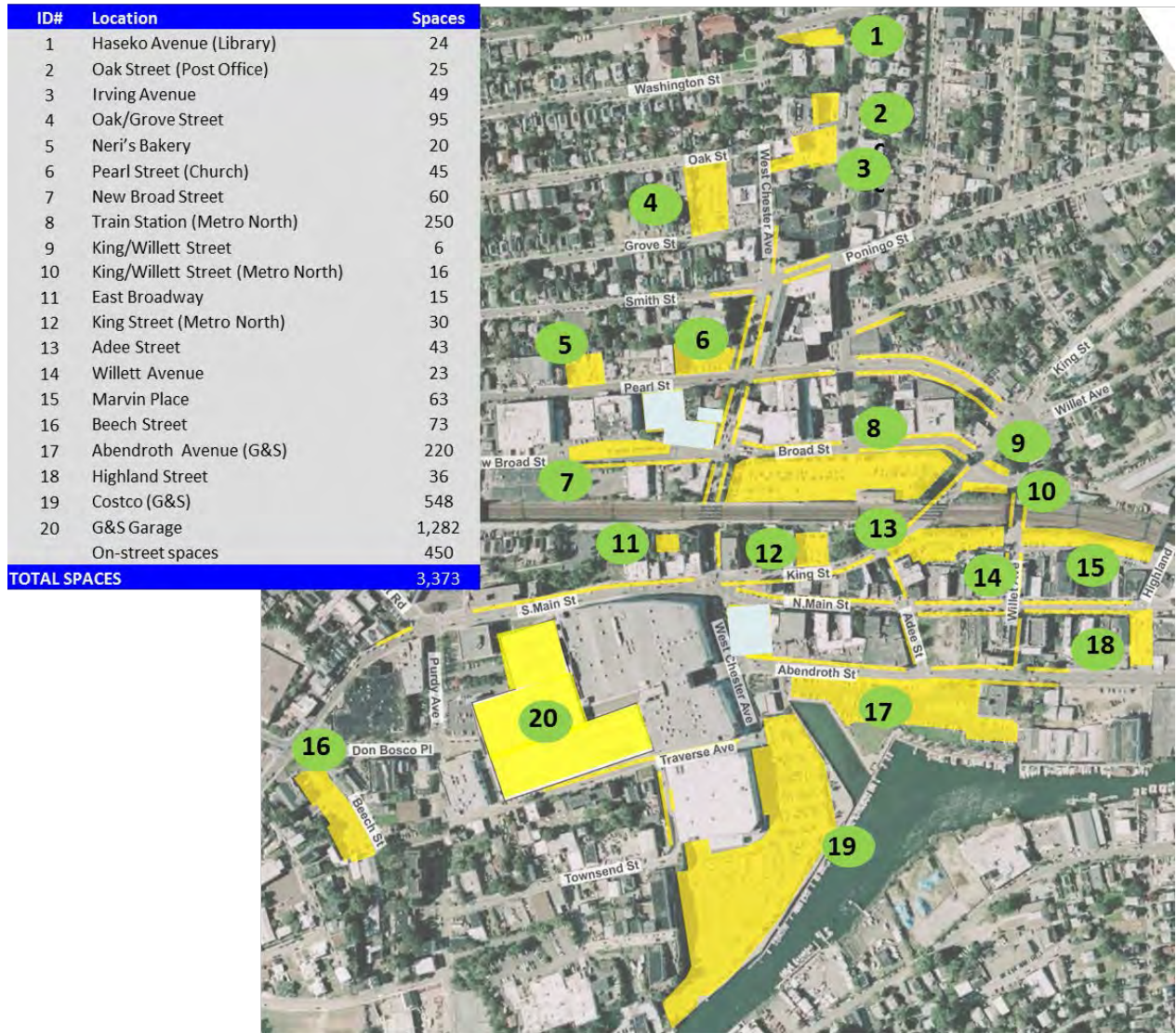
### Parking Supply

The Village of Port Chester currently provides twenty (20) public parking lots. Eleven (11) of these facilities are designated for public use providing a total of 683 parking spaces. The remaining (9) surface lots are shared use and provide a total of 2,240 parking spaces. Additionally, there is a total of 450 on-street spaces. Together there is a total of 3,373 parking spaces within a 5-minute walk of the intersection of North Main Street/South Main Street with King Street.

Field observations and the results from the survey, also shown in **Figure 9**, indicate the following:

- 66 percent of spaces are either designated for a specific use or have a mix of public spaces.
  - 34 percent of the spaces are unrestricted and fully open to the public.
  - Excluding on-street spaces – there are 11 public parking lots; six have less than 50 spaces available; four have 50 to 100 spaces available and only one has more than 100 spaces available.
  - The mixed-access lots are also generally small with the exception of the train station, G&S garage and Costco lot.
  - Essentially, public parking is mostly scattered in relatively small lots throughout the downtown.
-

Figure 9



Source: Fitzgerald & Halliday, Inc. and the Village of Port Chester, May 2012.

## Parking Utilization

In order to get a broad picture of how parking is used in the Village center, available parking information<sup>6</sup> was obtained from the Village and the Police Department and the number of occupied spaces of the surveyed parking facilities was observed in the field during early December 2011 and May 2012<sup>7</sup>. Occupancy levels in each lot were observed during the mid-day peak period (weekday) 11 AM and 2 PM and during the evening (weekend) between 7 PM and 9 PM. These time periods are typical weekday and weekend peak periods for most downtown parking. The period from Thanksgiving to Christmas is generally the peak time for retail parking over the course of a year. Commercial developers use this calendar time frame to estimate the anticipated demand for parking when preparing site plans for their properties. Consequently, businesses plan for maximum parking demand in the highest shopping season, although their parking facilities may well be much less utilized for the balance of the year.

The industry standard is that a parking lot is considered at capacity when it is occupied at 85% or greater. Additionally, it can be said that a lot is heavily used when it is 50% – 85% utilized. Based on this, the following observations can be made as shown in **Table 7**:

### *Mid-Day Peak Period*

- None of the public-access lots are used to capacity.
- Five (5) of the 11 public lots are heavily used and nearly occupied to capacity. The remainder is under-utilized.
- The mixed-access lots are generally more heavily used than the public –access lots; all but 2 of the 9 mixed-access facilities were either at capacity or heavily used.
- As expected, the train station lot that is at capacity is associated with a specific use, which is most likely used for commuters.
- Of the underutilized lots, those with the lowest occupancy (less than 30%) include:
  - Irving Avenue
  - East Broadway
  - Willett Avenue
  - Highland Street
- The underutilized lots with locations very close to, and somewhat removed from, the downtown suggest that factors other than proximity to the core of the Village are influencing their utilization.

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<sup>6</sup> Total number of parking spaces for the parking facilities was obtained from the Village Police Department.

<sup>7</sup> Total number of parking spaces for the parking facilities was obtained from the Village Police Department and the G&S garage was the only facility surveyed in May 2012.

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- In total, there are 1,297 (346 public and 951 mixed-access) available spaces during the mid-day peak period.

#### *Evening Peak Period*

- Four (4) of the 11 public access lots are used to capacity.
  - The mixed-used lots are generally heavily used or at capacity. Only three lots (Costco, the library and post-office) are underutilized during the evening peak period.
  - As expected, parking spaces near restaurants, entertainment and the train station are in demand during the evening.
  - In total, there are 1,262 (216 public and 1,046 mixed-access) available spaces during the evening peak period.
-

Table 7  
Parking Utilization

ID#	Location	Spaces	Weekday Mid-Day		Weekend Evening	
			Utilization	Unused Spaces	Utilization	Unused Spaces
<b>Public Access Spaces</b>						
3	Irving Avenue	49	25%	37	100%	0
4	Oak/Grove Street	95	40%	57	75%	24
7	New Broad Street	60	80%	12	3%	58
9	King/Willet Street	6	80%	1	0%	6
11	East Broadway	15	7%	14	15%	13
13	Adee Street	43	40%	26	100%	0
14	Willet Avenue	23	20%	18	65%	8
15	Marvin Place	63	80%p/5%m	9	20%	50
16	Beech Street	73	50%p/50%m	37	25%	55
17	Marina/ Abendroth Avenue	220	50%	110	100%	0
18	Highland Street	36	30%	25	95%	2
<i>Subtotal - Public Access Spaces</i>		<b>683</b>		<b>346</b>		<b>216</b>
<b>Mixed Access Spaces</b>						
1	Haseko Avenue	24	80%	5	0%	24
2	Oak Street	25	60%	10	0%	25
5	Neris Bakery	20	100%	0	75%	5
6	Pearl Street	45	40%	27	80%	9
8	Train Station	250	90%p/90%m	25	80%	50
10	King/Willet Street	16	50%	8	70%	5
12	King Street	30	90%	3	60%	12
19	Costco	548	60%	219	10%	493
20	Garage	1,282	49%	654	67%	423
<i>Subtotal - Mixed Access Spaces</i>		<b>2,240</b>		<b>951</b>		<b>1,046</b>
<b>TOTAL SPACES</b>		<b>2,923</b>		<b>1,297</b>		<b>1,262</b>

p: permitted spaces

m: metered spaces

Source: Fitzgerald & Halliday, Inc. and Village of Port Chester, May 2012.

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**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				

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If the proposed action will exceed requirements, describe design features and technologies:			
All state codes will be completed during building permit phase.			
10. Will the proposed action connect to an existing public/private water supply?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If No, describe method for providing potable water: _____			
11. Will the proposed action connect to existing wastewater utilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If No, describe method for providing wastewater treatment: _____			
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
The additional docks and pilings will extend into the Byram River, as do the boats that are moored. 4,000 square feet would encompass this alteration.			
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:			
<input checked="" type="checkbox"/> Shoreline			
<input type="checkbox"/> Forest			
<input type="checkbox"/> Agricultural/grasslands			
<input type="checkbox"/> Early mid-successional			
<input type="checkbox"/> Wetland			
<input type="checkbox"/> Urban			
<input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes,			
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?			
If Yes, briefly describe: _____			
_____			
_____			

PER DEC  
JG

PER DEC  
JG

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

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** 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?"

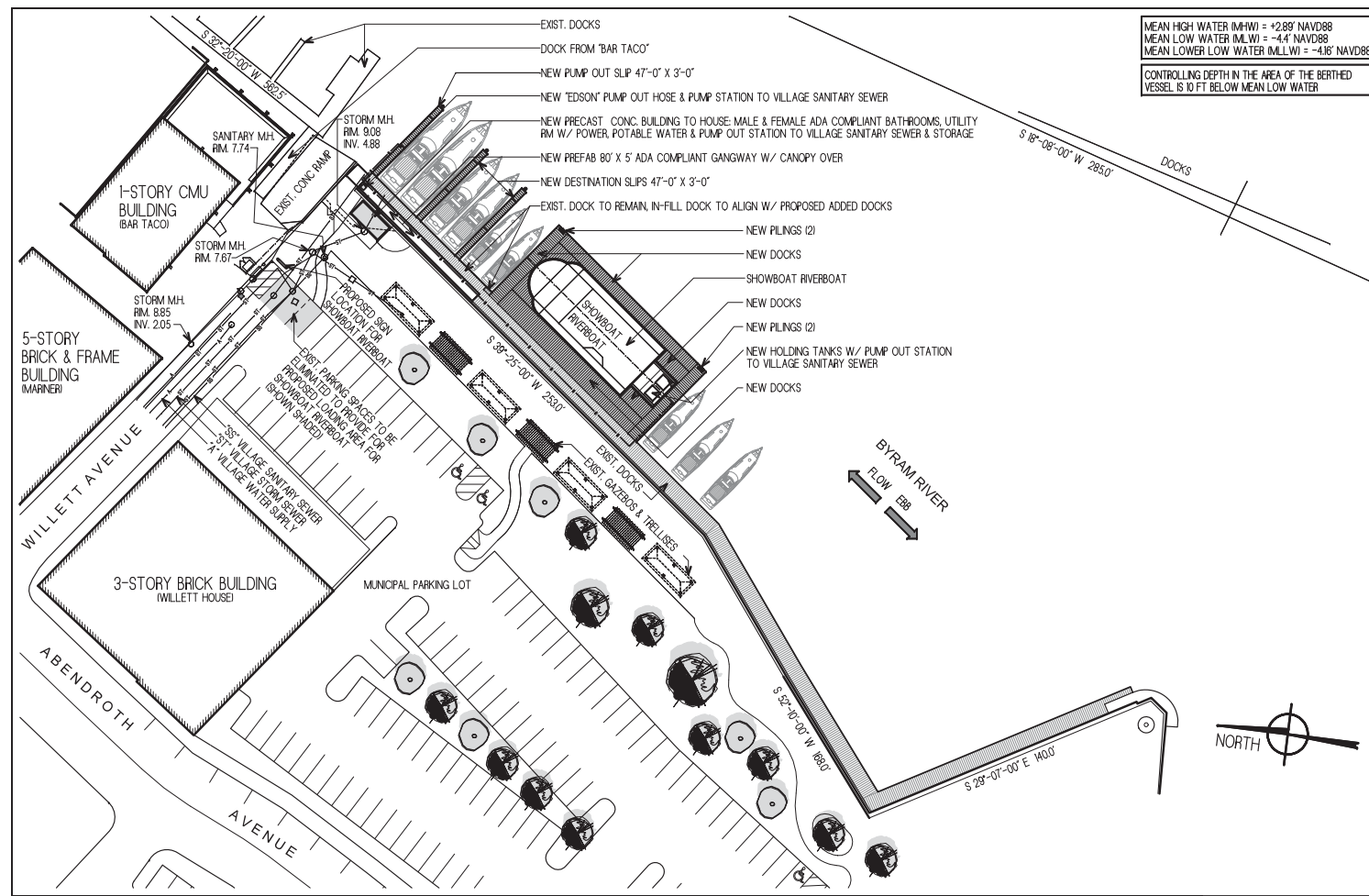
	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action 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)?		

	No, or small impact may occur	Moderate to large impact may occur
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?		

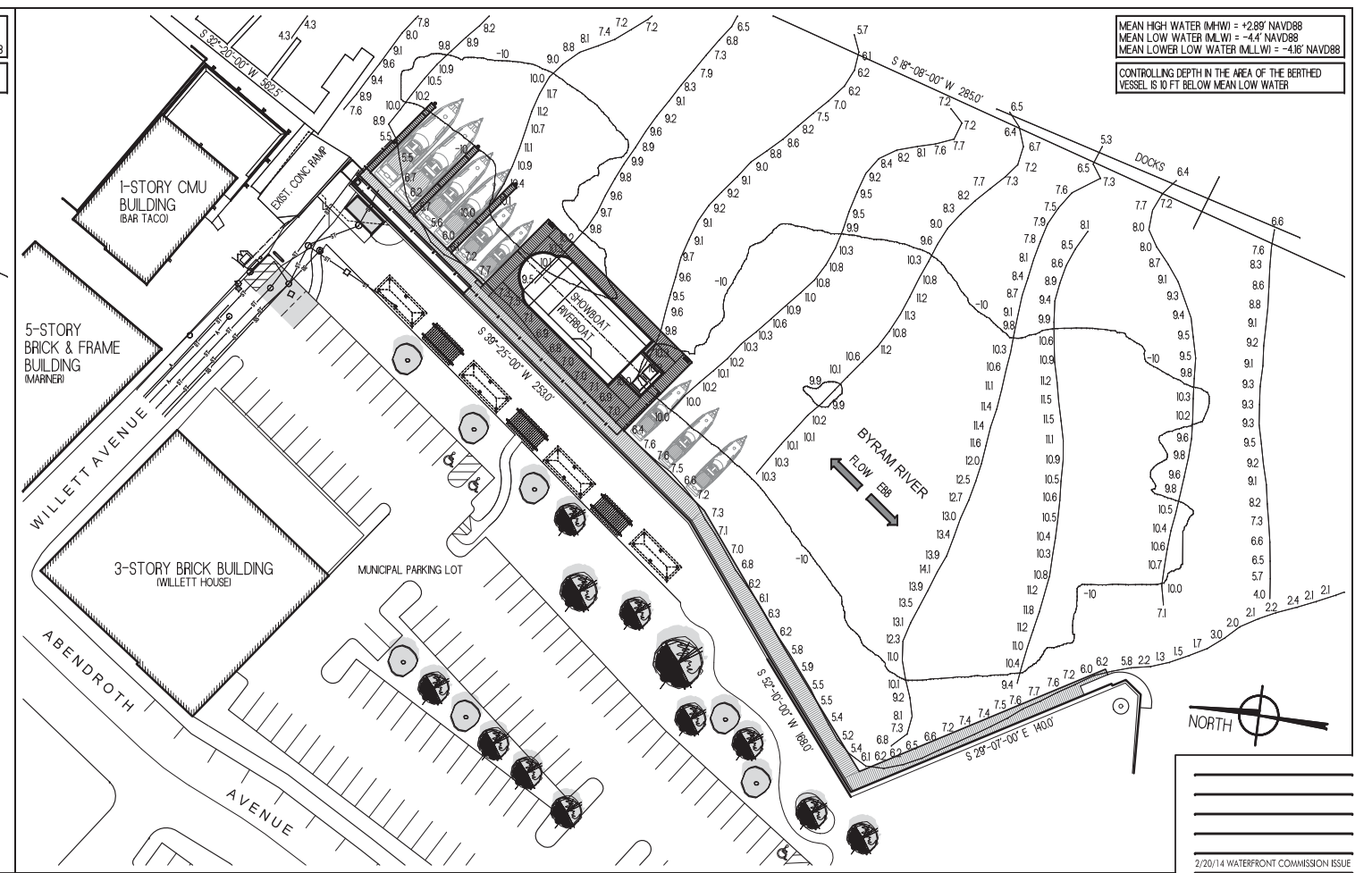
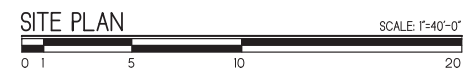
**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant 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.

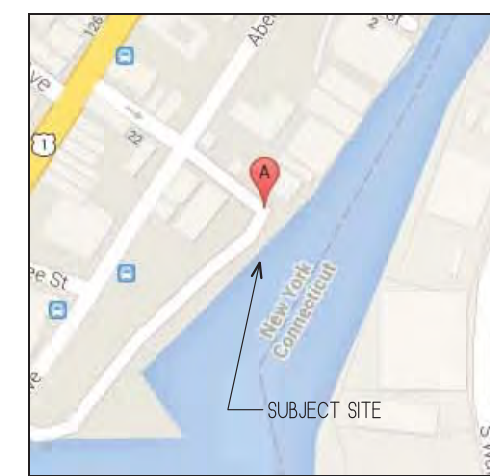
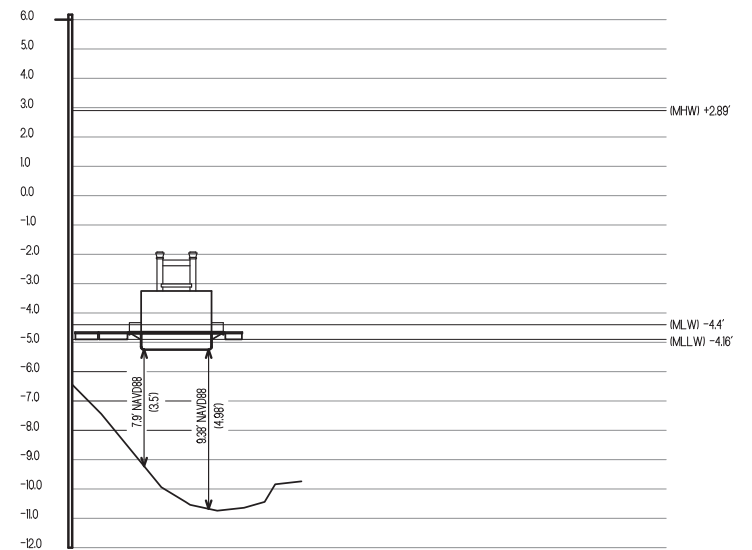
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)



NOTE: DATA ADAPTED FROM SURVEY PROVIDED BY OWNER & ARMY CORPS OF ENGINEERS  
SOUNDING MAP OF PORT CHESTER HARBOR, DATED: NOVEMBER 12, 2002



NOTE: DATA ADAPTED FROM SURVEY PROVIDED BY OWNER & ARMY CORPS OF ENGINEERS  
SOUNDING MAP OF PORT CHESTER HARBOR, DATED: NOVEMBER 12, 2002



TITLE	SCALE
SITE PLAN	AS NOTED
SITE PLAN SHOWING SOUNDINGS	DATE: 2/18/14
LOCATOR MAP	DRAWN BY: MAB/GR
DATUMS FOR PORT CHESTER HARBOR @ SHOWBOAT RIVERBOAT	EGA JOB NO.: 14-004
	EGA FILE NO.: 14-004 WATERFRONT PLOT

INASMUCH AS THE REMODELING AND/OR REHABILITATION OF AN EXISTING BUILDING REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS AND BECAUSE SOME OF THESE ASSUMPTIONS MAY NOT BE VERIFIABLE WITHOUT EXPENDING ADDITIONAL SUMS OF MONEY, OR DESTROY OTHERWISE ADEQUATE OR SERVICEABLE PORTIONS OF THE BUILDING, THE OWNER AGREES THAT, EXCEPT FOR NEGLIGENCE ON THE PART OF THE ARCHITECT OR CONTRACTOR, THE OWNER WILL HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AND CONTRACTOR FROM ANY AND ALL CLAIMS ARISING OUT OF THE PROFESSIONAL SERVICES UNDER THE AGREEMENT. THE OWNER'S CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL CODES INCLUDING BUT NOT LIMITED TO THE STANDARDS OF THE EPA, OSHA, NESHAP, DEPARTMENT OF LABOR AND DEPARTMENT OF ENVIRONMENTAL CONSERVATION, ETC. WITH REGARD TO HANDLING, REMOVAL, TRANSPORT, DISPOSAL AND/OR OTHERWISE DISTURBANCE OF 'HAZARDOUS' MATERIALS INCLUDING, BUT NOT LIMITED TO TOXIC WASTE, CHEMICAL, RADON, ASBESTOS, AND RELATED PRODUCTS, ETC. ANY SUCH WORK SHALL BE MONITORED FOR COMPLIANCE AND SHALL BE PERFORMED BY CONTRACTORS LICENSED TO DO SUCH WORK.

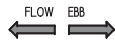


2/20/14 WATERFRONT COMMISSION ISSUE		
2/18/14 PROGRESS FOR PRELIMINARY INT'G		
FOR WATERFRONT COMMISSION		
REV.	DATE	REVISION

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ADDITIONALS & RENOVATIONS FOR  
**SHOWBOAT RIVERBOAT**  
WILLET AVENUE - BYRAM RIVER  
PORT CHESTER, NY 10573  
**EDGEWATER GROUP-ARCHITECTS**  
163 NORTH MAIN STREET SUITE 202  
PORT CHESTER, NY 10573  
TELEPHONE 914 924 4226 FAX 914 924 4225  
TEL: 203 531 4870  
C:\a\p\m\14-004\WATERFRONT\14-004-WATERFRONT-ARCHITECTS

BYRAM RIVER



SCOPE OF WORK

1. DOCKS

- A. DOCK FLOATS TO BE BY PERMAFLOAT 48" X 48" X 12"
- B. DOCK FRAMING TO BE 2" X 8" P.T. JOISTS @ 16" O.C.
- C. DOCK DECKING TO BE 5/4" X 6" P.T. DECKING W/ 1/8" GAPS BETWEEN BOARDS
- D. DOCK FASTENERS TO BE GALVANIZED ALUM & STEEL
- E. DOCK LENGTHS TO BE 20'-0" SECTIONS MAX.

2. ADA GANGWAY

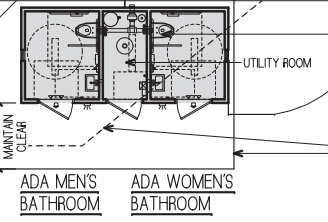
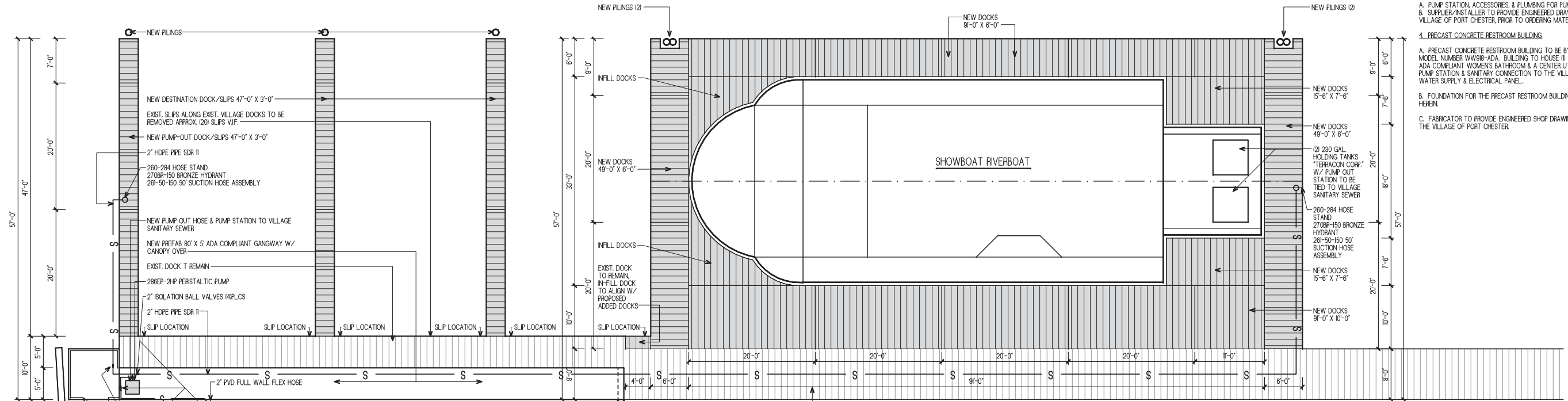
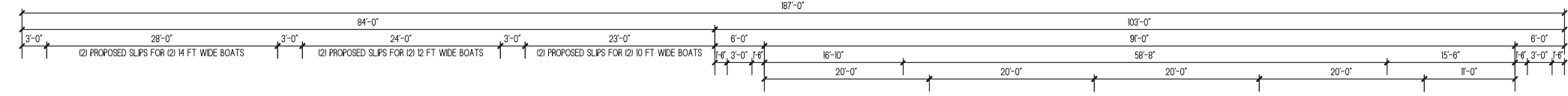
- A. ADA GANGWAY TO BE BY TECHDOCK. ALL ASPECTS TO BE ADA COMPLIANT, INCLUDING GUARDS & HANDRAILS. ALL COMPONENTS TO BE MARINE GRADE ALUMINUM.
- B. ADA GANGWAY TO HAVE CANOPY OVER.
- C. MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVALS PRIOR TO FABRICATION.

3. PUMP STATION

- A. PUMP STATION, ACCESSORIES, & PLUMBING FOR PUMP STATION TO BE BY EDSON.
- B. SUPPLIER/INSTALLER TO PROVIDE ENGINEERING DRAWINGS FOR APPROVAL & SUBMITTAL TO VILLAGE OF PORT CHESTER, PRIOR TO ORDERING MATERIALS AND/OR INSTALLATIONS.

4. PRECAST CONCRETE RESTROOM BUILDING

- A. PRECAST CONCRETE RESTROOM BUILDING TO BE BY UNITED CONCRETE PRODUCTS, INC. MODEL NUMBER WW98-ADA. BUILDING TO HOUSE 10 ADA COMPLIANT MENS BATHROOM, 10 ADA COMPLIANT WOMENS BATHROOM & A CENTER UTILITY ROOM WHICH WILL HOUSE THE PUMP STATION & SANITARY CONNECTION TO THE VILLAGE SANITARY SEWER, POTABLE WATER SUPPLY & ELECTRICAL PANEL.
- B. FOUNDATION FOR THE PRECAST RESTROOM BUILDING TO BE BUILT ON SITE AS DETAILED HEREIN.
- C. FABRICATOR TO PROVIDE ENGINEERED SHOP DRAWINGS FOR APPROVAL & SUBMITTAL TO THE VILLAGE OF PORT CHESTER.

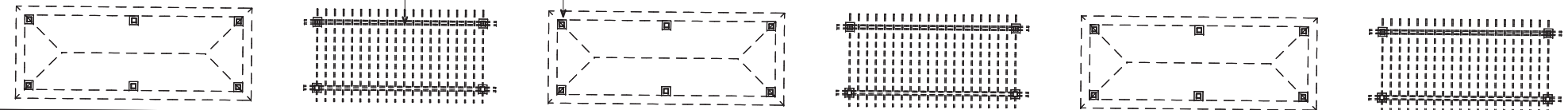


NEW PRECAST CONC. RESTROOM BUILDING BY UNITED CONCRETE PRODUCTS, INC. TO HOUSE MALE & FEMALE ADA COMPLIANT BATHROOMS, UTILITY RM W/ POWER, POTABLE WATER & PUMP OUT STATION TO VILLAGE SANITARY SEWER & STORAGE

APPROX. LOCATION OF BOTTOM OF RAMP @ MEAN LOW TIDE

APPROX. LOCATION OF BOTTOM OF RAMP @ MEAN HIGH TIDE

EXIST. CHAIN LINK FENCE ENCLOSURE TO BE MODIFIED OR REPLACED TO ACCOMMODATE NEW PRECAST CONCRETE RESTROOM BUILDING

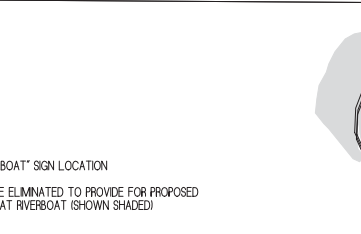


ADA MEN'S BATHROOM

ADA WOMEN'S BATHROOM

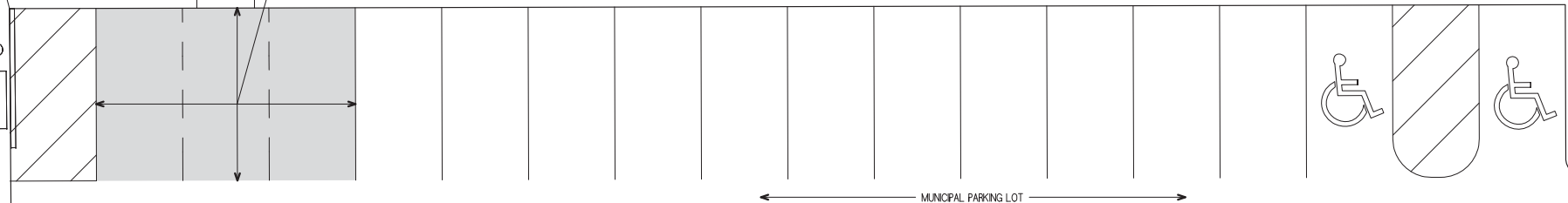
UTILITY ROOM

MAINTAIN CLEAR



PROPOSED "SHOWBOAT RIVERBOAT" SIGN LOCATION

EXIST. PARKING SPACES TO BE ELIMINATED TO PROVIDE FOR PROPOSED LOADING AREA FOR SHOWBOAT RIVERBOAT (SHOWN SHADED)



MUNICIPAL PARKING LOT

ENLARGED PLAN @ SHOWBOAT RIVERBOAT SCALE: 1/8"=1'-0"



2/20/14 WATERFRONT COMMISSION ISSUE

2/18/14 PROGRESS FOR PRELIMINARY MEETING FOR WATERFRONT COMMISSION

REV.	DATE	REVISION

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TITLE:	ENLARGED PLAN @ SHOWBOAT RIVERBOAT
SCALE:	AS NOTED
DATE:	2/18/14
DRAWN BY:	MAB/GR
EGA JOB NO.:	14-004
EGA FILE NO.:	14-004 WATERFRONT PLOT

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ADDITIONS & RENOVATIONS FOR

**SHOWBOAT RIVERBOAT**

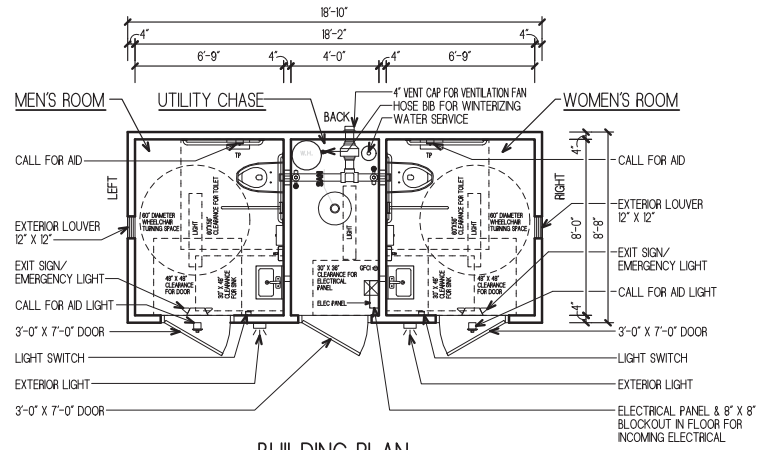
WILLET AVENUE - BYRAM RIVER  
PORT CHESTER, NY 10573

**EDGEWATER GROUP-ARCHITECTS**

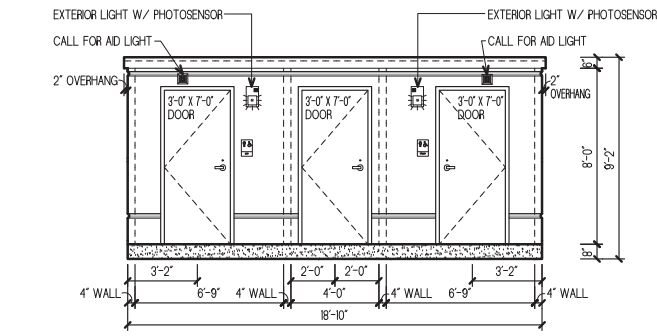
163 NORTH MAIN STREET SUITE 302  
PORT CHESTER, NY 10573  
TEL: (914) 924-2226 FAX: (914) 924-2225  
TEL: (203) 531-4870  
C:\offices\edge\watergroup\edge\proj\14-004\14-004\DWG\PLAN\WATERFRONT.PLOT



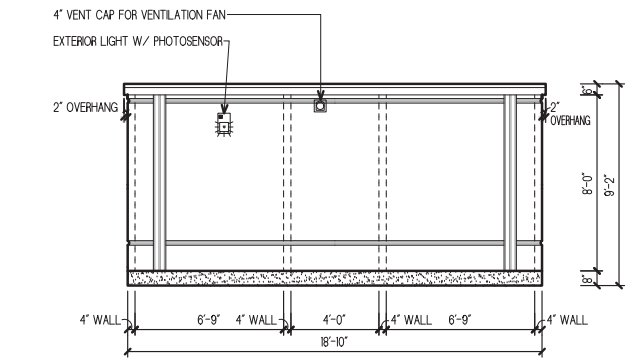




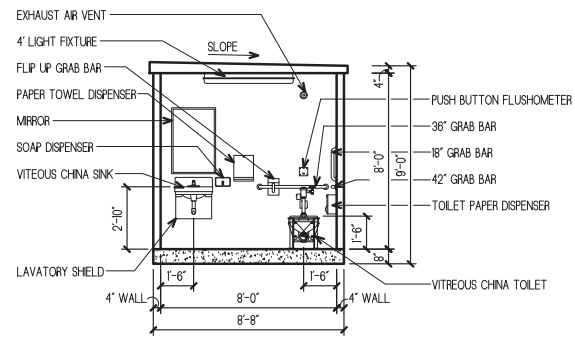
**BUILDING PLAN**



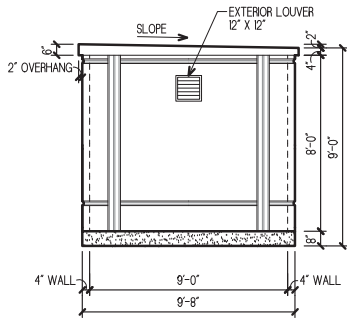
**FRONT VIEW**



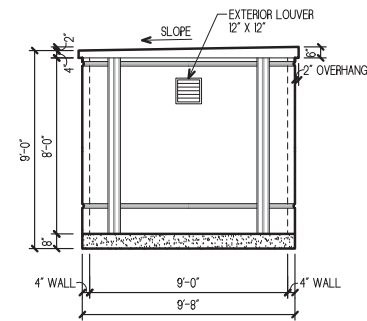
**BACK VIEW**



**WOMEN'S ROOM INTERIOR ELEVATION (MEN'S ROOM OPPOSITE)**



**RIGHT VIEW**



**LEFT VIEW**

FINISH SCHEDULE		
AREA	COATING TYPE	COLOR
EXTERIOR ROOF	EPDM ROOF MEMBRANE	BLACK
EXTERIOR WALLS	FORMLINER SIMULATED WOOD GRAIN BARN BOARD w/II COAT OF CONCRETE STAIN	PER OWNER'S SPECIFICATIONS
RESTROOMS INTERIOR WALLS & CEILING	SMOOTH FINISH WITH III COAT OF THOROCAL & (2) COATS OF THOROCOAT	PER OWNER'S SPECIFICATIONS
RESTROOMS INTERIOR FLOORS	TWO (2) COAT OF SIKAGARD 62 w/SAND ADDITIVE	GRAY
MECHANICAL CHASE INTERIOR	NO COATING	NATURAL CONCRETE
DOORS & FRAMES	(2) COATS OF SHERWIN WILLIAMS SHER-CRYL HP-A	PER OWNER'S SPECIFICATIONS
SEALANT	TREMCO DYMNOIC	LIMESTONE

**GENERAL NOTES:**

- SEE STRUCTURAL CALCULATIONS FOR PRODUCTION SPECIFICATIONS.
- CONCRETE COMPRESSIVE STRENGTH: 5000 PSI @ 28 DAYS.
- STRUCTURAL SHALL BE WET CAST USING A SELF-COMPACTING CONCRETE MIX.
- THE SUPPORTING BASE FOR THE BUILDING IS THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR TO PROVIDE / VERIFY LOCATIONS AND SIZES OF ALL OPENINGS IN THE BUILDING.
- RESTROOM DOOR HANDLES MEET ACCESSIBILITY CODE.



**PRECAST CONCRETE RESTROOM BUILDING SPECIFICATION**

SECTION 1020  
PRECAST CONCRETE BUILDING  
PRE-ASSEMBLED

**PART 1 - GENERAL**

**101. DESCRIPTION OF WORK**

PRECAST MANUFACTURER TO FURNISH AND INSTALL PRECAST CONCRETE TRANSPORTABLE RESTROOM BUILDING. SITE SHALL BE PREPARED BY OWNER ACCORDING TO MANUFACTURER'S REQUIREMENTS. BUILDING TO BE DELIVERED FOB JOB SITE AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ELECTRIC, WATER AND SEWER CONNECTIONS TO THE BUILDING SHALL BE DONE BY OWNER. PRECAST RESTROOM BUILDING TO BE MODEL UNCON WW98-ADA AS MANUFACTURED BY UNITED CONCRETE PRODUCTS INC., YALESVILLE, CONNECTICUT.

**102. QUALITY ASSURANCE**

- ACI-308-02 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- ANSI/ASCE-7-02 BUILDING CODE REQUIREMENT FOR MINIMUM DESIGN LOADS IN BUILDINGS AND OTHER STRUCTURES.
- INTERNATIONAL BUILDING CODE (2000 EDITION)
- CONCRETE REINFORCING INSTITUTE, MANUAL OF STANDARD PRACTICE.
- FABRICATOR MUST BE PRODUCER MEMBER OF MPCA.
- BUILDING FABRICATOR MUST HAVE A MINIMUM OF 5 YEARS EXPERIENCE MANUFACTURING AND SETTING TRANSPORTABLE PRECAST CONCRETE BUILDINGS.
- NO ALTERNATE BUILDING DESIGNS TO THE PRE-ENGINEERED UNCON WW98-ADA BUILDING WILL BE ALLOWED UNLESS PRE-APPROVED BY THE OWNER 10 DAYS PRIOR TO THE BID DATE.

**103. DESIGN REQUIREMENTS**

**A. DIMENSIONS:**

RESTROOM BUILDING:  
EXTERIOR: 8'-2" X 18'-10" X 8'-10"  
INTERIOR: 7'-6" X 17'-2" X 8'-0"

**B. DESIGN LOADS:**

- SEISMIC LOAD PERFORMANCE CATEGORY 'C2' EXPOSURE GROUP III
- STANDARD LIVE ROOF LOAD - 50 PSF
- STANDARD FLOOR LOAD - 100 PSF
- STANDARD WIND LOADING - 120 MPH

- THE ROOF SHALL EXTEND A MINIMUM OF 2" OVERHANG ALL AROUND AND A TYPICAL PITCH FROM FRONT TO BACK.
- WALLS SHALL BE POURED ON TOP OF FLOOR PANEL MONOLITHICALLY. ROOF SHALL BE ATTACHED TO WALLS WITH WELDED CONNECTIONS.
- THE BUILDING SHALL HAVE A MINIMUM OF SIX (6) INCHES FLOOR, FIVE (5) TO FOUR (4) INCHES SLIGHTLY SLOPED ROOF AND FOUR (4) INCHES WALL THICKNESS.
- THE BUILDING SHALL BE PRE-ASSEMBLED IN FACTORY AND SHIPPED AS A 1-PIECE.

**104. SUBMITTALS**

- FLOOR PLANS AND ENGINEERING CALCULATIONS THAT ARE DESIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE WHERE THE PROJECT IS LOCATED, SHALL BE SUBMITTED FOR APPROVAL.

**PART 2 - PRODUCTS**

**2.01. MATERIALS**

- CONCRETE: STEEL-REINFORCED; 5000 PSI MINIMUM 28-DAY COMPRESSIVE STRENGTH, AIR-ENTRAINED (ASTM C260)
- REINFORCING STEEL: ASTM A618, GRADE 60 UNLESS OTHERWISE SPECIFIED.
- CAULKING: JOINTS BETWEEN WALLS AND ROOF SHALL BE CAULKED ON THE EXTERIOR AND INTERIOR SURFACE. CAULKING SHALL BE SIKAFLEX-1A ELASTIC SEALANT OR EQUAL.

**2.02. ACCESSORIES**

- DOORS AND FRAMES SHALL COMPLY WITH STEEL DOOR INSTITUTE RECOMMENDED SPECIFICATIONS FOR STANDARD STEEL DOORS AND FRAMES (SDI-100), AND AS HEREIN SPECIFIED. THE BUILDING SHALL BE EQUIPPED WITH 3'-0" X 7'-0" X 1-3/4", 18-GAUGE GALVANIZED/INSULATED CEILING HANG REVERSE METAL DOORS WITH 18-GAUGE GALVANIZED FRAMES. DOORS AND FRAMES SHALL BE BONDERED AND PAINTED ONE COAT OF RUST INHIBITIVE PRIMER AND ONE FINISH COAT OF ENAMEL PAINT, COLOR TO BE SELECTED BY OWNER.

**B. DOOR HARDWARE:**

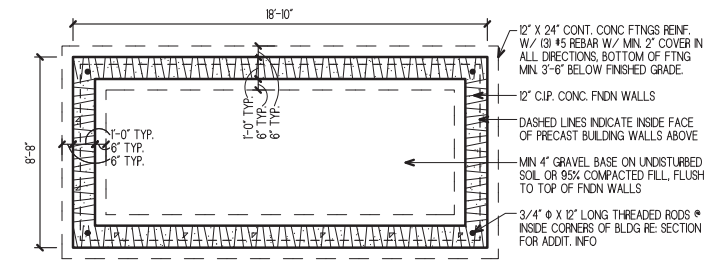
- HINGES: STANLEY F889 (220) (ANSI A512) 4 1/2" X 4 1/2" SATIN STAINLESS STEEL FINISH, 3 PER DOOR, OR EQUAL.
- LOCK SET: CORBIN RUSSWIN CL3957 1/4 RHMA 630 (SATIN STAINLESS STEEL FINISH WITH NEWPORT HANDLES, OR EQUAL.
- ASTRAGAL: A444/68R, OR EQUAL.
- THRESHOLD: PENKOTTA (MILL FINISH ALUMINUM, OR EQUAL.
- DOOR HOLDER: NORTON SERIES 5501 OR EQUAL.
- DRIP CAP: NATIONAL GUARD 15072, OR EQUAL.

**C. RESTROOM FIXTURES AND ACCESSORIES**

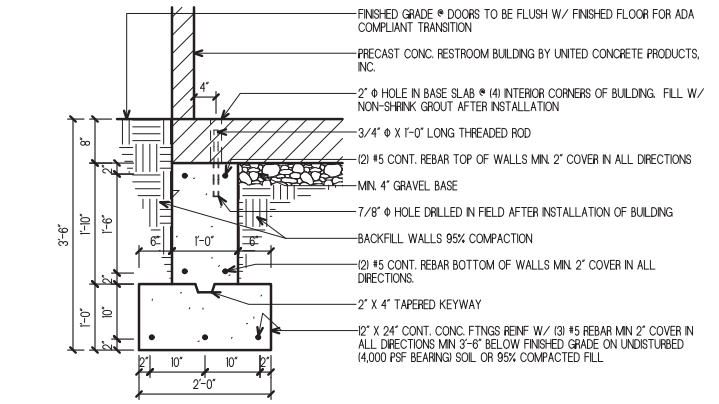
- RESTROOM BUILDING SHALL HAVE ADA COMPLIANT MEN'S AND LADIES' ROOMS AND A UTILITY CHASE.
- VITREOUS CHINA TOILETS AND SINKS IN MEN'S AND LADIES' ROOMS.
- TOILET PAPER DISPENSERS, PAPER TOWEL DISPENSERS, SOAP DISPENSERS, MIRRORS AND GRAB BARS IN MEN'S AND LADIES' ROOMS.
- 100 MAPS, ELECTRIC PANEL WITH CIRCUIT BREAKERS, VANDAL-PROOF 4' INTERIOR LIGHT FIXTURES, EXTERIOR LIGHT WITH PHOTOCELL, EXHAUST FAN.
- 10-GALLON HOT WATER HEATER.

**2.03. FINISHES**

- INTERIOR OF BUILDING: SMOOTH FINISH ON ALL INTERIOR SURFACES WITH EPOXY COATING. COLOR TO BE SELECTED BY OWNER.
- EXTERIOR OF BUILDING: FINE TEXTURED FINISH WITH TAMMOCOAT DECORATIVE COATING. COLOR TO BE SELECTED BY OWNER.



**FOUNDATION PLAN FOR PRECAST CONCRETE RESTROOM BUILDING** SCALE: 1/4"=1'-0"



**TYPICAL PRECAST RESTROOM BUILDING FOUNDATION SECTION** SCALE: 3/4"=1'-0"



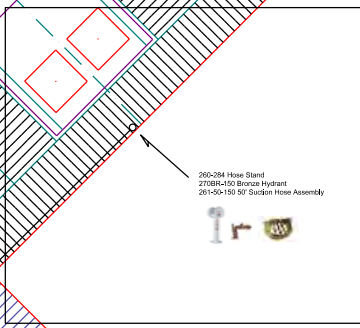
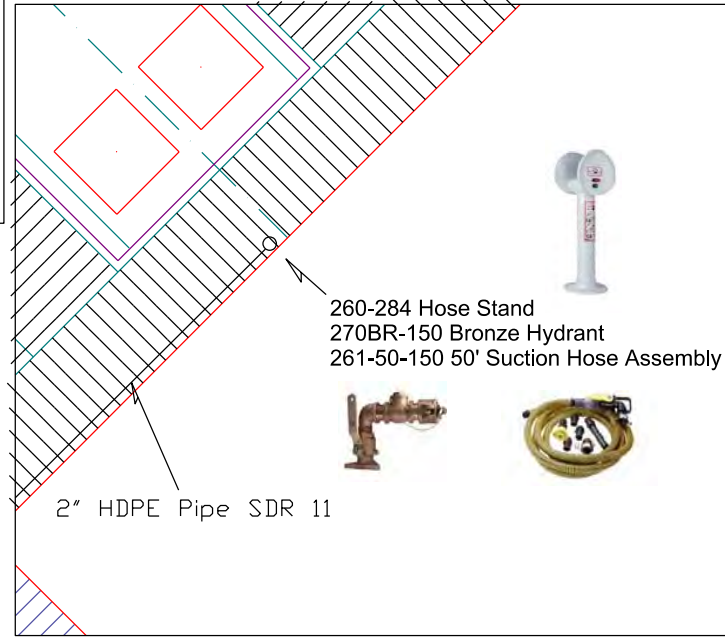
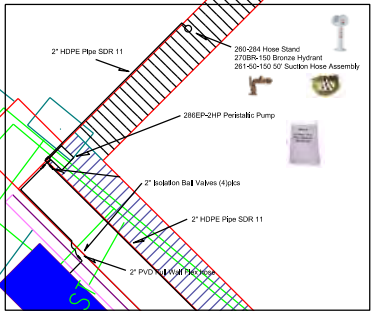
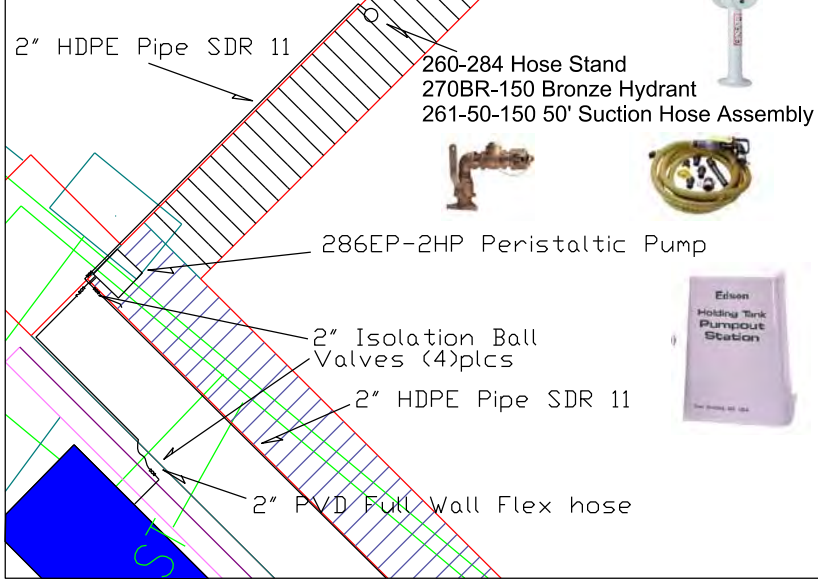
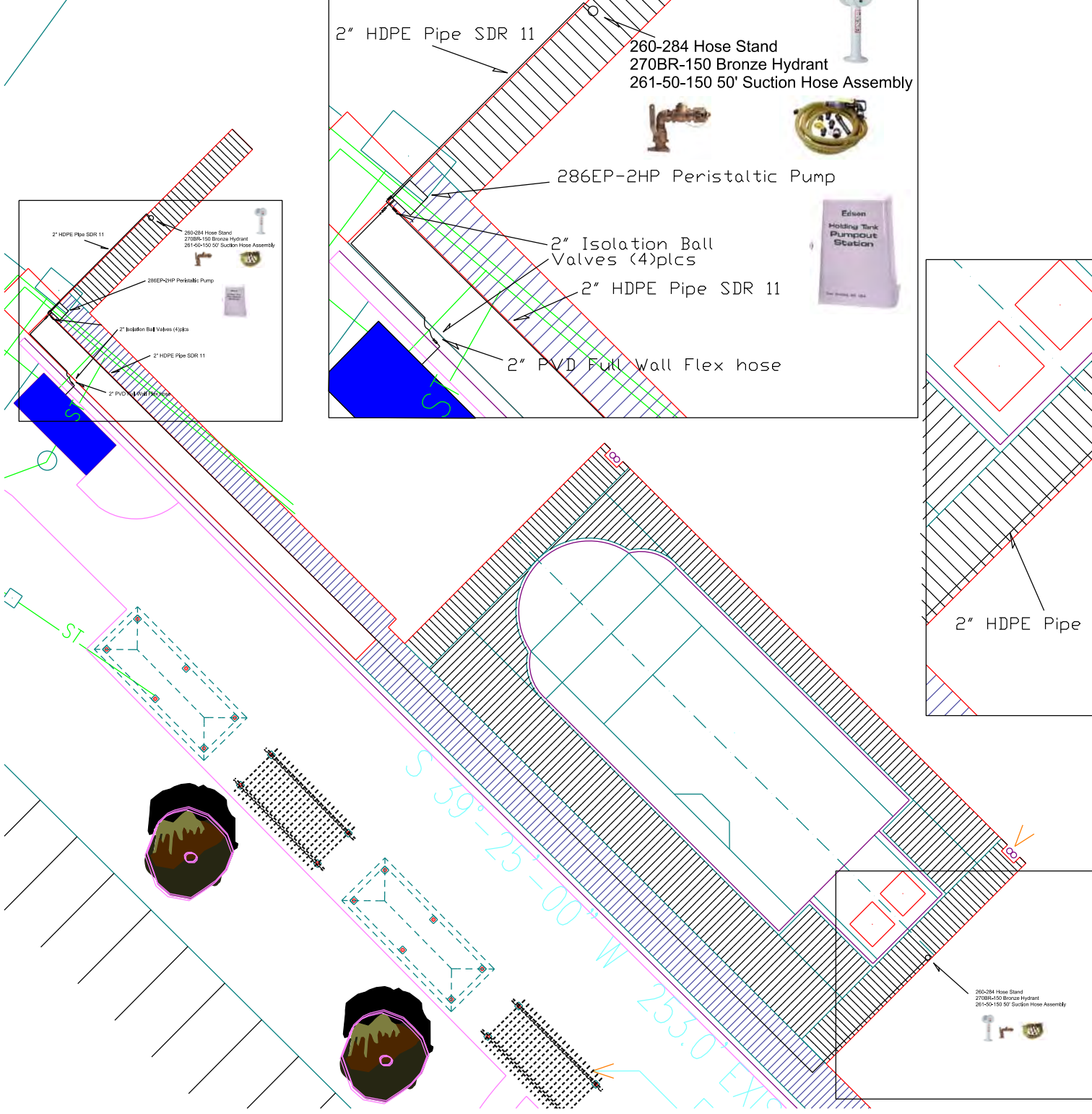
2/20/14 WATERFRONT COMMISSION ISSUE		
2/18/14 PROGRESS FOR PRELIMINARY INTING		
FOR WATERFRONT COMMISSION		
REV.	DATE	REVISION

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND ARE NOT TO BE USED AS CONSTRUCTION DOCUMENTS, WITHOUT THE ORIGINAL SEAL AND SIGNATURE OF THE ARCHITECT OF RECORD, MICHAEL A. BOENDER. ALL CONCEPTS REPRESENTED BY THIS DOCUMENT ARE THE PROPERTY OF MICHAEL A. BOENDER AND ARE CREATED EXCLUSIVELY FOR THE USE IN CONSTRUCTING THE SPECIFIED PROJECT. NO USE SHALL BE MADE OF ANY DESIGN, ARRANGEMENTS, OR PLAN EITHER IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT OF RECORD, MICHAEL A. BOENDER

TITLE:	FOUNDATION PLAN FOR PRECAST CONCRETE RESTROOM BUILDING PRECAST CONCRETE RESTROOM BUILDING PLAN & ELEVATIONS PRECAST CONCRETE RESTROOM BUILDING SPECIFICATION TYPICAL PRECAST RESTROOM BUILDING FOUNDATION SECTION	SCALE:	AS NOTED
DATE:	2/18/14	DRAWN BY:	MAB/GR
EGA JOB NO.:	14-004	EGA FILE NO.:	14-004 WATERFRONT PLOT

INASMUCH AS THE REMODELING AND/OR REHABILITATION OF AN EXISTING BUILDING REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS AND BECAUSE SOME OF THESE ASSUMPTIONS MAY NOT BE VERIFIABLE WITHOUT EXPENDING ADDITIONAL SUMS OF MONEY, OR DESTROY OTHERWISE ADEQUATE OR SERVICEABLE PORTIONS OF THE BUILDING, THE OWNER AGREES THAT, EXCEPT FOR NEGLIGENCE ON THE PART OF THE ARCHITECT OR CONTRACTOR, THE OWNER WILL HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AND CONTRACTOR FROM ANY AND ALL CLAIMS ARISING OUT OF THE PROFESSIONAL SERVICES UNDER THE AGREEMENT. THE OWNER'S CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL CODES INCLUDING BUT NOT LIMITED TO THE STANDARDS OF THE EPA, OSHA, NESHAP, DEPARTMENT OF LABOR AND DEPARTMENT OF ENVIRONMENTAL CONSERVATION, ETC. WITH REGARD TO HANDLING REMOVAL, TRANSPORT, DISPOSAL AND/OR OTHERWISE DISTURBANCE OF "HAZARDOUS" MATERIALS INCLUDING, BUT NOT LIMITED TO TOXIC WASTE, CHEMICAL, RADON, ASBESTOS, AND RELATED PRODUCTS, ETC. ANY SUCH WORK SHALL BE MONITORED FOR COMPLIANCE AND SHALL BE PERFORMED BY CONTRACTORS LICENSED TO DO SUCH WORK.

ADDITIONS & RENOVATIONS FOR  
**SHOWBOAT RIVERBOAT**  
WILLET AVENUE - BYRAM RIVER  
PORT CHESTER, NY 10573  
**EDGEWATER GROUP-ARCHITECTS**  
163 NORTH MAIN STREET SUITE 302  
PORT CHESTER, NY 10573  
TEL: 914 974-2226 FAX: 914 974-2225  
E: info@edgewatergroup.com C:\Users\mab\Documents\AIA\SHOWBOAT.RVT



**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**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				

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: All state codes will be completed during building permit phase.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ The additional docks and pilings will extend into the Byram River, as do the boats that are moored. 4,000 square feet would encompass this alteration.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input type="checkbox"/>	<input type="checkbox"/>	

PER DEC  
jly

PER DEC  
jly

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

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** 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)?		

	No, or small impact may occur	Moderate to large impact may occur
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?		

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** 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)

# **PUBLIC COMMENTS**

# **PRESENTATION**



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

P-1-n

**AGENDA MEMO**

**Department:** Planning and Development Department

**BOT Meeting Date:** 8/18/2014

**Item Type:** Presentation  
Resolution

**Sponsor's Name:** Christopher N. Gomez, Director of Planning & Development *CJ*

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	Downtown TOD		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

**Agenda Heading Title**  
*(Will appear on the Agenda as indicated below)*

AGD North Pearl LLC  
120 North Pearl Street, Village of Port Chester, NY  
Special Permit-Density Bonus Application

**Summary**

**Background:**

See attached memo from Christopher Gomez, AICP, Director of Planning and Development

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

Director memo, Special Permit Application, Resolution to schedule workshop and public hearing.



# VILLAGE OF PORT CHESTER

DEPARTMENT OF PLANNING & DEVELOPMENT

222 Grace Church Street, Rm. 202

Port Chester, NY 10573


(P) 914.937.6780

(F) 914.939-2733

P-1-172

Christopher Gomez, AICP, Director  
Jessica Youngblood, MCP, Planner  
Constance Phillips, Planning Secretary

To: Mayor Pagano and Board of Trustees

From: Christopher Gomez, AICP, Director of Planning and Development 

Re: AGD North Peal LLC (120 North Pearl Street) Density Bonus Application

CC: C. Steers, T. Cerreto, P. Miley, J. Richards, L. Douglas, J. Youngblood

Date: August 13, 2014

AGD North Pearl LLC., has made application to the Board of Trustees for a special permit pursuant to §345-16C.(2) Bonus Floor Area Option of the Village Zoning Code (see italicized text below) to reduce the Lot Area Per Dwelling unit requirement from 750 square feet to 575 square feet, thus enabling construction of 50 proposed dwelling units (where 38 units are currently permitted as-of-right) at 120 North Pearl Street in the Village's C2 Main Street Business District.

*§345-16C.(2) "In the C2 Main Street business, C5 Train Station Mixed use, C5T Downtown Mixed Use Transitional, and DW2 Downtown Design Waterfront Districts, a reduction in the minimum size of lot: area per dwelling unit (square feet) can also be achieved in accordance with this section and the Schedule of Regulations for Nonresidence Districts, Attachment 3B."*

The Board of Trustees must grant a special permit in exchange for payment, calculated at a minimum of 15% of the assessed value of the bonus floor area as determined by the Assessor, into either an open space, downtown parking, or housing rehabilitation fund as defined in §345-16C. It is important to note that applicant is not seeking additional Floor Area Ratio (FAR) as part of the bonus, as the 2.3 FAR proposed for the project is well within the as-of-right 3.2 maximum permitted in the C2 Main Street Business District.

Applicant is currently before the Planning Commission for site plan and multi-family special exception use approvals and has been granted the requisite variance from §345-61Q.(2) Multifamily Dwellings that requires a minimum distance of 500 feet from single or two-family zoning districts by the Zoning Board of Appeals.

Staff is coordinating with the Town Assessor and applicant to commission an appraisal of both the proposed 50-unit project as well as the as-of-right 38-dwelling units on site to determine the

assessed value of the bonus floor area of the twelve additional units sought. A resolution has been provided to schedule a workshop to review the results of the forth coming appraisal in September and subsequent public hearing on the special permit on October 6, 2014.

Please find the original June 30, 2014 staff planning memo for the application below:



Section, Block, Lot: 142.22-2-62  
Zoning District: C2 Main Street Business District  
Lot size: 28,753 sq. ft., .66 acres  
Owner/Applicant: AGD North Pearl, LLC

**Project Overview:**

The proposal includes the demolition of an existing auto-glass repair facility and construction of a 5-story, 50-unit market rate residential development at 120 North Pearl Street between Irving Avenue and King Street. The 28,753 sq. ft. site is located in the C2 Main Street Business District where multi-family dwellings are permitted by special exception use permit under Planning Commission jurisdiction.

Applicant is proposing a residential unit mixture of 15 studios, 26 one-bedrooms and 9 two bedrooms to be served by 46 onsite parking spaces integrated in an internal parking structure both below and above grade. No onsite parking is required for residential use in the C2 District and the proposal for only 46 spaces equates to a parking/unit ratio of only .92, exhibiting the applicant's expectation that potential residents will be attracted to the site's proximate location to the train station and the Village's overall walkability.

The building itself will feature a two-story height entry lobby lounge and recreation area, mezzanine and fitness center as well as outdoor concrete patio spaces, wooden deck and wading pool at the rear of the building at the site's western frontage.

Applicant has also submitted a traffic impact study prepared by TRC Engineers (dated March 13, 2014), school children analysis prepared by AKRF (dated March 20, 2014), and storm water pollution prevention plan prepared by Catizone Engineering, P.C. (dated March 3, 2014) for

village planning and engineering review pursuant to infrastructure capacity certification requirements for all multi-family special exception uses.

The Planning Commission previously adopted a SEQRA Negative Declaration and granted site plan approval for the site on September 26, 2011 for a 5 story mixed use building containing 25 dwelling units, 1,293 square feet of office space on the first floor, 45 off-street parking spaces, stormwater management facilities, retaining walls, landscaping, site lighting and associated sidewalk improvements.

### **Zoning Compliance Review:**

The attached Zoning Compliance Form signed by the Village Building Inspector certifies that the proposed project meets all required use, bulk and dimensional regulations of the C2 Main Street Business District (setbacks, Floor Area Ratio, minimum lot area, usable open space, height) *except* for the lot area per dwelling unit requirement of 750 square feet. The existing 28,753 sq. ft. site permits 38 dwelling units (28,753sq. ft./750 sq. ft.) as-of-right, or 12 units less than proposed.

As such, applicant is seeking referral to the Village Board of Trustees to obtain a special permit pursuant to §345-16C.(2) Bonus Floor Area Option of the Village Zoning Code (see italicized text below) to reduce the Lot Area Per Dwelling unit requirement from 750 square feet to 575 square feet, thus enabling construction of the 50 proposed dwelling units.

*§345-16C.(2) "In the C2 Main Street business, C5 Train Station Mixed use, C5T Downtown Mixed Use Transitional, and DW2 Downtown Design Waterfront Districts, a reduction in the minimum size of lot: area per dwelling unit (square feet) can also be achieved in accordance with this section and the Schedule of Regulations for Nonresidence Districts, Attachment 3B."*

The Board of Trustees must grant said special permit in exchange for payment, calculated at minimum of 15% of the assessed value of the bonus floor area as determined by the Assessor, into either an open space, downtown parking, or housing rehabilitation fund as defined in §345-16C. It is important to note that applicant is not seeking additional Floor Area Ratio (FAR) as part of the bonus, as the 2.3 FAR proposed is well within the as-of-right 3.2 maximum permitted in the C2 Main Street Business District.

Further, the sole variance required from the Zoning Board of Appeals is for relief from Special Exception Criteria §345-61Q.(2) Multifamily Dwelling (text italicized below) which requires a minimum distance of 500 feet from single or two-family zoning districts:

*"The minimum distance from a two-family or single-family zoning district boundary shall be 500 feet, except that in the foregoing restriction shall not apply to the development which, in the discretion of the Planning Commission meet the following criteria: a) proposed site to be not less than one acre; b) roadways, circulation and site access are adequate; c) there are utility and other services sufficient to meet the requirements of the site."*

The rear of the project site immediately abuts the R2F Two-Family Residence District of Palace and Summerfield Place, a neighborhood which was rezoned from RA3 Multi-Family Residence by the Board of Trustees in March 2013, the reason why the previously approved site plan for the parcel in 2011 did not require such a variance.

**Comprehensive Plan Consistency:**

The project is consistent with the adopted comprehensive plan's vision to focus small unit, residential growth and development in the downtown as a means of relieving development pressures and preserving the single family neighborhood character. Further, it is plausible that without the requested density bonus to increase the number of units, the applicant would use the underutilized FAR to significantly increase the bedroom count of the 38 as-of-right units thus increasing the potential school children generation of the project.

The proposal also fits the comprehensive plan's goal to attract true transit oriented development (TOD) to the downtown by virtue of its proximity to the Metro-North train station, proposed unit mix in which 82% of the units are studios or one-bedroom, luxury amenities, and proposed price points. More salient, only 46 onsite parking spaces are proposed for the 50 dwelling units (.92 parking spaces per unit ratio), further indicating the applicant's commitment to attract a transit commuter demographic in furtherance of the plan's goals and in line with the Village's sustainable urban fabric.

**SEQRA Classification:**

The project is classified an Unlisted Action pursuant to SEQRA. Applicant has submitted Part I of a Full Environmental Assessment Form for agency review. Due to the need for a special permit from the Board of Trustees regarding §345-16C.(2), it is advisable that the project proceed through the SEQRA process via an uncoordinated review. In that instance, separate SEQRA determinations of significance must be adopted by each approval agency.

**Required Approvals**

- Special Permit pursuant to §345-16 (Board of Trustees)
- Minimum distance variance (Zoning Board of Appeals)
- SEQRA Determination, Negative Declaration (Board of Trustees and Planning Commission)
- Multi-Family Special Exception Use Permit (Planning Commission)
- Site Plan (Planning Commission)

July 3, 2014

**BY HAND DELIVERY**

Mayor Neil J. Pagano and  
Members of the Board of Trustees  
City Hall  
Village of Port Chester  
222 Grace Church Street, Suite 202  
Port Chester, NY 10573

Re: AGD North Pearl LLC  
Special Exception—Density Bonus Application  
Premises: 120 North Pearl Street, Village of Port Chester, New York

Dear Mayor Pagano and Members of the Board of Trustees:

This letter is respectfully submitted on behalf of AGD North Pearl LLC (“AGD”) in connection with the above-referenced application relating to property situated at 120 North Pearl Street in the Village of Port Chester, New York (the “Premises”). The Premises comprises 28,753 square feet of land situated at the northwest side of North Pearl Street between Irving Avenue and King Street, which is classified in the Central Business District (“C2”). The Premises is designated on the Map of the Tax Assessor of the Village of Port Chester as Section 142.22, Block 2, Lot 62.

**INTRODUCTION**

Through this application AGD seeks a density bonus for this new development pursuant to Village of Port Chester Zoning Code (“Zoning Code”) Section 345-16(C)(2). AGD proposes to reduce the lot area per dwelling unit requirement from 750 square feet to 575 square feet as otherwise required under the Zoning Code. The density bonus will permit 50 units to be constructed where 38 are permitted as-of-right on the 28,753 square foot Premises. The proposal involves the demolition of an existing vacant commercial building and construction of a 50-unit multi-family building, standing five (5) stories and fifty-four (54) feet. The proposal includes forty-six (46) garaged parking spaces located entirely within the proposed multi-family building and such spaces will not be visible to the general public, which represents .92 parking spaces per residential unit. The building directly fronts North Pearl Street and provides significant open space and amenities in the rear of the Premises. Access to the Premises will be located from North Pearl Street and therefore will not disturb the adjacent residential uses.

The proposed building conforms to all other applicable requirements set forth in the Zoning Code, but for the proximity of the multi-family use in relation to the adjacent R2F District.<sup>1</sup> However, we are pleased to inform the Board that on June 19, 2014 the Zoning Board of Appeals directed the Village Attorney to prepare Findings of Fact to approve the requested relief.

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<sup>1</sup> Pursuant to Zoning Code 345-61(Q)(2), multi-family uses require a 500 foot setback to two-family or one-family districts. The adjacent R2F District was re-classified in March 2013 from RA3.

Mayor Neil J. Pagano and  
Members of the Board of Trustees  
July 3, 2014  
Page 2

Currently, the Village of Port Chester Planning Commission (“Planning Commission”) is undergoing Site Plan and Special Exception review for the multi-family project. The public hearing was opened on June 30, 2014 and is being continued at the July 28, 2014 Planning Commission meeting.

It has been determined that the project shall proceed through the SEQRA process via an uncoordinated review. Therefore, the Board of Trustees is able to conduct its review of the instant application without the Planning Commission first making any SEQRA determination or granting Site Plan or Special Exception approval.

As discussed below, the proposed multi-family building and the density bonus requested herein, are in furtherance of the Village of Port Chester Comprehensive Plan (“Comprehensive Plan”). The project will facilitate a walkable transit oriented community. In addition, the density bonus will target appropriate new development focusing on small unit residential growth in downtown Port Chester, which will utilize mass transportation and relieve the development pressures within single family residential neighborhoods.

**DENSITY BONUS PURSUANT TO ZONING CODE SECTION 345-16(C)(2)**

AGD is requesting a density bonus to reduce the lot area per dwelling unit requirement from 750 square feet to 575 square feet. AGD’s proposed development provides 50 dwelling units including 15 studio apartments, 26 one bedroom apartments, and 9 two bedroom apartments.

While the request herein seeks approval to permit an additional 12 units, it is important to note that this application does not seek to increase the Floor Area Ratio (“FAR”).<sup>2</sup> Indeed, the proposed multi-family development will provide a FAR of only 1.8, where 3.2 is permitted within the C2 District.

As you are aware, an increase in the allowable density is permitted in exchange for the provision of a designated community benefit. This designated community benefit is achieved through a monetary contribution to the Village of Port Chester in an amount of not less than 15% of the assessed value of the approved bonus into a fund of one of the following provided community benefits: 1) open space preservation, 2) housing rehabilitation, or 3) funding for a downtown parking garage. *See* Zoning Code § 345-16(C)(3-5). Upon approval the Board of Trustees has the ability to designate which fund the applicant should make his or her contribution.

---

<sup>2</sup> Floor Area Ratio is defined as, “[t]he figure obtained by dividing the aggregate floor area of the several floors, mezzanine floors and basement of a building and its accessory buildings by the lot area. All floor area dimensions shall be measured horizontally between the exterior faces of walls.

Mayor Neil J. Pagano and  
Members of the Board of Trustees  
July 3, 2014  
Page 3

**THE PROPOSED PROJECT AND DENSITY BONUS  
IS IN FURTHERANCE OF THE VILLAGE OF PORT CHESTER COMPREHENSIVE PLAN**

The Comprehensive Plan identifies the area of the Metro-North rail station in the vicinity of the Premises as one of the “Higher Intensity Planning Zones” and encourages mixed use transit oriented development opportunities. *See* Comprehensive Plan, 137. Moreover, the Comprehensive Plan states that the area in the vicinity of the Premises is targeted to absorb residential development pressures that are impacting the Village’s neighborhoods. *See* Comprehensive Plan, 138.

In fact, the Village of Port Chester Planning Department has opined that the proposed multi-family building is consistent with the Comprehensive Plan by “focus[ing] on small unit, residential growth and development in the downtown as a means of relieving development pressures and preserving the single family neighborhood character.” *See* Exhibit C. In addition, the Planning Department has noted that the proposed project is an example of transit oriented development, a planning characteristic sought in the vicinity of the project.

The proposal is within walking distance to the Metro North Rail Station, Westchester Avenue, and downtown Port Chester. Furthermore, the proposal is designed to provide less than one parking space per dwelling unit.<sup>3</sup> Accordingly, the proposal will attract transit oriented tenants that will utilize local public transportation options. Indeed, it is patently clear that the proposal will enhance the Village’s transit oriented development.

Importantly, the density bonus requested herein allows AGD to reduce the size of the dwelling units to attract tenants that will most utilize public transportation. Consequently, the reduced dwelling units will decrease the number of school aged children resulting from the development. For instance, without the density bonus larger units may attract family oriented tenants thus increasing the number of school aged children. In this instance, approximately 82% of the units will accommodate studio and one bedroom tenants, a distinguishing feature from prior multi-family projects within the Village of Port Chester.

An analysis of potential generation of school-age children was conducted by AKRF Environmental and Planning Consultants, annexed hereto as Exhibit G. The analysis concluded that the proposal will only generate 3-4 public school aged children.

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<sup>3</sup> It should be noted that there are no parking space requirements within the C2 Zoning District where multi-family uses are permitted. *See* Zoning Code § 345-14(A)(3).

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In addition, a traffic study was conducted by TRC Engineers, Inc. concluding that minimal traffic will be associated with the project, which will not have an adverse impact on the adjacent roadway network. *See* Exhibit H. Indeed, the transit oriented nature of the proposal will lessen the amount of traffic associated with the project, a benefit derived directly from the density bonus requested herein.

This proposal is an opportunity for the Village to apply the density bonus in way that accomplishes the stated goals of the Comprehensive Plan. It is respectfully submitted that the Board of Trustees should approve the requested density bonus allowing the transit oriented proposal to be constructed.

**THE PLANNING COMMISSION APPROVED A  
SIMILAR MULTI-FAMILY DEVELOPMENT ON THE PREMISES IN 2011**

It is important to note that in 2011 the Planning Commission approved a 25 unit multi-family building on the Premises. Indeed, in approving such prior proposal, the Commission found that the “characteristics of the proposed use are not such that they would prevent the orderly and reasonable use of the adjacent properties in adjacent use districts.” Supporting this conclusion, the Commission explained that the “neighborhood surrounding the Project is fully developed” and that the “site is particularly suitable for the location of such use in the community.” Further that the “site’s centralized location, convenient access and proximity to public transportation facilities and resources make it a particularly suitable location for those residing in the new multi-family building.” A copy of those approvals are enclosed for your convenience, *see* Exhibit F.

While the previous approval had 50% fewer dwelling units, the instant proposal only represents a FAR increase of only 20% when compared with the approved multi-family proposal in 2011. The difference in FAR is directly related to the composition and arrangement of the dwelling units as discussed herein.

**CONCLUSION**

After reviewing the Comprehensive Plan and prior approvals it is evident that the instant proposal is highly encouraged at this location by the Village of Port Chester. Moreover, the proposal is designed in a manner that effectively blends residential uses and transit oriented development to maximize the most efficient use of the Premises in furtherance of the Comprehensive Plan. Importantly, the requested density bonus increases the project’s consistency with the Comprehensive Plan and allows the project to be comprised of smaller residential units to relieve the stress placed on single family neighborhoods, which will preserve their residential characteristics and also reduce the potential impact to the public schools.

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In support of this application, please find enclosed 14 sets (original and 13 copies) of the instant letter with the following documents:

- Exhibit A: Special Exception Use Application;
- Exhibit B: Full Environmental Assessment Form;
- Exhibit C: Village of Port Chester Planning Memorandum;
- Exhibit D: Aerial Views of the Premises;
- Exhibit E: Visual Renderings of the Proposal;
- Exhibit F: Prior Approvals For Similar Multi-Family Project at the Premises;
- Exhibit G: Generation of School Aged Children Analysis Prepared by AKRF and dated March 20, 2014; and
- Exhibit H: Traffic Impact Study Prepared by TRC Engineers, Inc. and dated March 13, 2014.

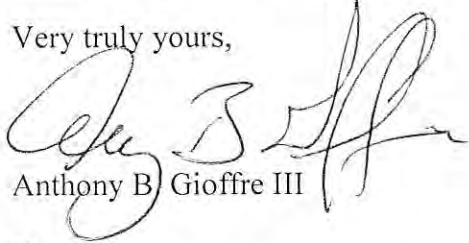
In further support of this Application, we respectfully submit plans prepared by Papp Architects, P.C. and Catizone Engineering, P.C., numbered and titled as follows, last dated March 3, 2014:

- 1. SD-001 Development Data;
- 2. SD-101 Existing Survey & Site Layout Plan;
- 3. SD-102 Landscaping Plan;
- 4. SD-103 Site Lighting Plan;
- 5. SD-104 Grading and Utilities Plan;
- 6. SD-105 Erosion and Sediment Control Plan;
- 7. SD-401 Ground Floor Plan;
- 8. SD-402 Mezzanine Floor Plan;
- 9. SD-403 First Second Third & Fourth Floor Plans & Building Section;
- 10. SD-404 Elevations;
- 11. SD-405 Elevations;
- 12. SD-406 Pergola Plan & Details;
- 13. SD-407 Site Notes;
- 14. SD-408 Existing Slopes Plan;
- 15. SD-501 Site Details;
- 16. SD-502 Site Details;
- 17. SD-503 Site Details;
- 18. SD-504 Site Details; and
- 19. SD-505 Site Details.

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Should the Board of Trustees or Village Staff have any questions or comments with regard to the foregoing, please do not hesitate to contact me. Thank you for your attention to and consideration of this matter.

Very truly yours,



Anthony B. Gioffre III

Enclosures

cc: Denise S. Knauer, IAO, Town of Rye Assessor, Graham Chris Gomez, AICP, Director of Planning and Development; Peter Miley, Building Inspector; Anthony M. Cerreto, Esq., Village Attorney; Mr. David W. Mann; Mr. Philip Fruchter, AIA; Mr. Pietro Catizone, P.E., Graham Trelstad, AICP, and Brian Dempsey, P.E.

**EXHIBIT A**



# VILLAGE OF PORT CHESTER SPECIAL EXCEPTION USE APPLICATION



## SITE IDENTIFICATION INFORMATION

<b>Application Name:</b> 120 North Pearl Street	<b>Application #</b>	<b>Date Submitted:</b>
<b>Site Address:</b> No. 120 Street: North Pearl Street Hamlet:		
<b>Property Location:</b> (Identify landmarks, distance from intersections, etc.) 135' on Westerly Side of Intersection of King and North Pearl Streets		
<b>Village of Port Chester Tax Map Designation:</b> Section 142.22 Block 2 Lot(s) 62	<b>Zoning Designation of Site:</b> C2	

## APPLICANT/OWNER INFORMATION

<b>Property Owner:</b> AGD North Pearl LLC	<b>Phone #:</b> 914-840-2529 <b>Fax#:</b>	<b>Email:</b> david@lighthouseenterprisesllc.com
<b>Owners Address:</b> No. 5 Street: Waller Avenue Town: White Plains State: NY Zip: 10601		
<b>Applicant (If different than owner):</b>	<b>Phone #:</b> <b>Fax#:</b>	<b>Email:</b>
<b>Applicant Address (If different than owner):</b> No. Street: Town: State: Zip:		
<b>Individual/ Firm Responsible for Preparing Site Plan:</b> Papp Architects, P.C.	<b>Phone #:</b> 914-949-1851 <b>Fax#:</b> 914-949-5376	<b>Email:</b> paf@papparchitects.com
<b>Address:</b> No. 188 Street: East Post Road Town: White Plains State: NY Zip: 10601		
<b>Other Representatives:</b> Anthony B. Gioffre III	<b>Phone #:</b> 914-761-1300 <b>Fax#:</b> 914-761-5372	<b>Email:</b> agioffre@cuddyfeder.com
<b>Owners Address:</b> No. 445 Street: Hamilton Avenue, 14th Floor Town: White Plains State: NY Zip: 10601		

## SPECIAL EXCEPTION USE INFORMATION

**Proposed Special Exception Use:**  
Density Bonus pursuant to Section 345-16(C)(2)

Will the use prevent or substantially impair either the reasonable or orderly use or the reasonable and orderly development of other properties in the neighborhood?	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
Will the hazards or disadvantages to the neighborhood from the location of such use at the property are outweighed by the advantage to be gained by either the neighborhood of the Village by authorizing the special exception use permit?	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Will the health, safety, welfare, comfort, convenience and order of the Village be adversely affected by the authorized use?	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
Will the special exception use be in harmony with and promote the general purposes and intent of the town's zoning ordinance?	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>

**On a separate sheet, describe how the proposed special exception use complies with the General Standards set forth in §345-60** see attached letter

**On a separate sheet, describe how the proposed special exception use complies with the Special Conditions and Safeguards for Certain Uses set forth in §345-61 (if applicable).** see attached letter\*

## APPLICANTS ACKNOWLEDGEMENT

I hereby depose and certify that all the above statements and information, and all statements and information contained in the supporting documents and drawings attached hereto are true and correct.

AGD North Pearl, LLC  
**Applicants Name** \_\_\_\_\_ **Applicants Signature** Anthony B. Gioffre III, as attorney

Sworn before me this 3rd day of June 2017

**Notary Public**  
 Danielle R. Calder  
 Notary Public, State of New York  
 No. 01CA6275213  
 Qualified in Westchester County  
 Commission Expires January 22, 2017

\* The Special Conditions and Safeguards for this application are set forth in Zoning Code Section 345-16 (Density Bonus Program).

## EXHIBIT B

New York State  
FULL ENVIRONMENTAL ASSESSMENT FORM  
Part 1

*Full Environmental Assessment Form  
Part 1 - Project and Setting*

**Instructions for Completing Part 1**

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

**A. Project and Sponsor Information.**

Name of Action or Project: 120 North Pearl Street		
Project Location (describe, and attach a general location map): 120 North Pearl Street, Port Chester, NY		
Brief Description of Proposed Action (include purpose or need): Applicant proposes to construct a residential development on a 0.66 acre site which is located on the northwest side of North Pearl Street between King Street and Irving Avenue in the Village of Port Chester, Westchester County, New York.  The 50-unit residential development integrates 46 parking into the proposed 5-story structure. The project will require Site Plan Approval and Special Exception Use Approval from the Village of Port Chester Planning Commission and a Density Bonus pursuant to 345-14 from the Village of Port Chester Board of Trustees. An Area Variance is required for Multi-Family development less than 500' from a One and Two Family Zoning District.		
Name of Applicant/Sponsor: AGD North Pearl, LLC		Telephone: 914-840-2529
		E-Mail: david@lighthouseenterprisesllc.com
Address: 5 Waller Avenue		
City/PO: White Plains	State: New York	Zip Code: 10601
Project Contact (if not same as sponsor; give name and title/role): David Mann, Managing Member		Telephone: 914-840-2529
		E-Mail: david@lighthouseenterprisesllc.com
Address: 5 Waller Avenue		
City/PO: White Plains	State: New York	Zip Code: 10601
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Density Bonus per 345-14	3-11-14
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Site Plan Special Exception Use	3-11-14
c. City Council, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Area Variance for Multi-Family Development less than 500' from a One and Two Family Zone	4-10-14
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. of Health Pool and Backflow Preventer DPW Street Opening and Curb Cut	6-1-14
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> <li>If Yes, complete sections C, F and G.</li> <li>If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
 C2-Central Business

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

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? Port Chester-Rye Union Free School District.

b. What police or other public protection forces serve the project site?  
 Village of Port Chester

c. Which fire protection and emergency medical services serve the project site?  
 Village of Port Chester

d. What parks serve the project site?  
 Lyons Park, Monument Park.

**D. Project Details**

**D.1. Proposed and Potential Development**

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

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ 0.66 acres  
 b. Total acreage to be physically disturbed? \_\_\_\_\_ 0.55 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ 0.66 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) \_\_\_\_\_  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? \_\_\_\_\_  
 iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: \_\_\_\_\_ 9 months  
 ii. If Yes:  
 • Total number of phases anticipated \_\_\_\_\_  
 • Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
 • Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	50
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
 v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? Excavation for foundations of the proposed building.  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
 • Volume (specify tons or cubic yards): 10,000 cy  
 • Over what duration of time? 60 days  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
Soil and rock trucked off-site to an approved facility for processing. Some rock will be crushed on-site and used during construction.

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. Rock crushing.

v. What is the total area to be dredged or excavated? \_\_\_\_\_ 0.55 acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ 0.55 acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ 30 feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
Construct building, establish finished grade, establish vegetation, or other stabilization measures within disturbed areas.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

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

i. Total anticipated water usage/demand per day: \_\_\_\_\_ 12,000 gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 12,000 gallons/day

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

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

- Name of wastewater treatment plant to be used: Port Chester Wastewater Treatment Plant.
- Name of district: Westchester
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

- Do existing sewer lines serve the project site?  Yes  No
- Will line extension within an existing district be necessary to serve the project?  Yes  No

 If Yes:
 

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

---

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:
 

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):  
 N/A \_\_\_\_\_

---

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 N/A \_\_\_\_\_

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e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:
 

- i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)
- ii. Describe types of new point sources. \_\_\_\_\_
- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

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iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No  
 Yes  No

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f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:
 

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 Heavy equipment \_\_\_\_\_
- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_
- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 Boiler \_\_\_\_\_

---

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:
 

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No
- ii. In addition to emissions as calculated in the application, the project will generate:
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
  - \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

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vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

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k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade to, an existing substation?  Yes  No

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l. Hours of operation. Answer all items which apply.

i. During Construction:		ii. During Operations:	
• Monday - Friday:	_____ 7:00 AM-5:00 PM _____	• Monday - Friday:	_____
• Saturday:	_____ 8:00 AM-4:00 PM _____	• Saturday:	_____
• Sunday:	_____ N/A _____	• Sunday:	_____
• Holidays:	_____ N/A _____	• Holidays:	_____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 During construction, only, heavy equipment will be used for excavation during normal working hours for a duration of approximately two-months.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: Trees and vegetation will be removed to permit proposed construction.

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 LED lighting; 8' poles on rear deck; 42" high wall lights along walk/steps around building; 8' wall sconces at front of building (street side); all will be aimed away from adjacent properties the closest of which is 10' to the west.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: Trees and vegetation will be removed to permit proposed construction.

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally describe proposed storage facilities: \_\_\_\_\_

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 • Operation: \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing: \_\_\_\_\_

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

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

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

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

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.2	0.4	0.2
• Forested	.46	0.11	0.35
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0		
• Agricultural (includes active orchards, field, greenhouse etc.)	0		
• Surface water features (lakes, ponds, streams, rivers, etc.)	0		
• Wetlands (freshwater or tidal)	0		
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
 i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
 If Yes,  
 i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
 If Yes:  
 i. Has the facility been formally closed?  Yes  No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
 If yes, provide DEC ID number(s): \_\_\_\_\_  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 5 feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ 6.5 %

c. Predominant soil type(s) present on project site: \_\_\_\_\_ 100 %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ +/-15 feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ 100 % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ 27 % of site  
 10-15%: \_\_\_\_\_ 4 % of site  
 15% or greater: \_\_\_\_\_ 69 % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

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i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100 year Floodplain?  Yes  No

k. Is the project site in the 500 year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

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

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

**F. Additional Information**

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

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

**G. Verification**

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

Applicant/Sponsor Name AGD North Pearl, LLC by David Mann Date 03-11-14

Signature  Title Managing Member

## EXHIBIT C



**VILLAGE OF PORT CHESTER**  
**DEPARTMENT OF PLANNING &**  
**DEVELOPMENT**

**222 Grace Church Street, Rm. 202**  
**Port Chester, NY 10573**  
**(P) 914.937-6780**  
**(F) 914.939-2733**

Christopher Gomez, AICP, Director  
Jessica Youngblood, MCP, Planner  
Constance Phillips, Planning Commission Secretary

To: Chairman Scarola and Planning Commissioners  
From: Christopher Gomez, AICP, Director of Planning & Development  
Jessica Youngblood, Village Planner  
Re: June 30, 2014 Planning Commission Meeting Comment Memorandum  
CC: C. Steers, T. Cerreto, P. Miley, D. Rotfeld, C. Phillips  
Date: June 25, 2014

## 2. 26 Putnam - extension request (Case #2013-0079)

Applicant has submitted a letter, dated June 19, 2014, requesting a four-month extension of site plan approval (original approval date August 26, 2013) for a retail laundromat at 26 Putnam Avenue. Extension is requested to finalize DOT plans and building department review of the approved laundry exhaust shaft. Applicant previously received a six-month extension from December 26, 2014 to June 26, 2014. The additional four-month extension would run until October 26, 2014.

## 3. 120 North Pearl Street – (Case # 2014-0102)



Section, Block, Lot: 142.22-2-62  
Zoning District: C2 Main Street Business District  
Lot size: 28,753 sq. ft., .66 acres  
Owner/Applicant: AGD North pearl, LLC

### **Project Overview:**

The proposal includes the demolition of an existing auto-glass repair facility and construction of a 5-story, 50-unit market rate residential development at 120 North Pearl Street between Irving Avenue and King Street. The 28,753 sq. ft. site is located in the C2 Main Street Business District where multi-family dwellings are permitted by special exception use permit under Planning Commission jurisdiction.

Applicant is proposing a residential unit mixture of 15 studios, 26 one-bedrooms and 9 two bedrooms to be served by 46 onsite parking spaces integrated in an internal parking structure both below and above grade. No onsite parking is required for residential use in the C2 District and the proposal for only 46 spaces equates to a parking/unit ratio of only .92, exhibiting the applicant's expectation that potential residents will be attracted to the site's proximate location to the train station and the Village's overall walkability.

The building itself will feature a two-story height entry lobby lounge and recreation area, mezzanine and fitness center as well as outdoor concrete patio spaces, wooden deck and wading pool at the rear of the building at the site's western frontage.

Applicant has also submitted a traffic impact study prepared by TRC Engineers (dated March 13, 2014), school children analysis prepared by AKRF (dated March 20, 2014), and storm water pollution prevention plan prepared by Catizone Engineering, P.C. (dated March 3, 2014) for village planning and engineering review pursuant to infrastructure capacity certification requirements for all multi-family special exception uses.

The Planning Commission previously adopted a SEQRA Negative Declaration and granted site plan approval for the site on September 26, 2011 for a 5 story mixed use building containing 25 dwelling units, 1,293 square feet of office space on the first floor, 45 off-street parking spaces, stormwater management facilities, retaining walls, landscaping, site lighting and associated sidewalk improvements.

### **Zoning Compliance Review:**

The attached Zoning Compliance Form signed by the Village Building Inspector certifies that the proposed project meets all required use, bulk and dimensional regulations of the C2 Main Street Business District (setbacks, Floor Area Ratio, minimum lot area, usable open space, height) *except* for the lot area per dwelling unit requirement of 750 square feet. The existing 28,753 sq. ft. site permits 38 dwelling units (28,753sq. ft./750 sq. ft.) as-of-right, or 12 units less than proposed.

As such, applicant is seeking referral to the Village Board of Trustees to obtain a special permit pursuant to §345-16C.(2) Bonus Floor Area Option of the Village Zoning Code (see italicized text below) to reduce the Lot Area Per Dwelling unit requirement from 750 square feet to 575 square feet, thus enabling construction of the 50 proposed dwelling units.

§345-16C.(2) *"In the C2 Main Street business, C5 Train Station Mixed use, C5T Downtown Mixed Use Transitional, and DW2 Downtown Design Waterfront Districts, a reduction in the minimum size of lot: area per dwelling*

*unit (square feet) can also be achieved in accordance with this section and the Schedule of Regulations for Nonresidence Districts, Attachment 3B.”*

The Board of Trustees must grant said special permit in exchange for payment, calculated at minimum of 15% of the assessed value of the bonus floor area as determined by the Assessor, into either an open space, downtown parking, or housing rehabilitation fund as defined in §345-16C. It is important to note that applicant is not seeking additional Floor Area Ratio (FAR) as part of the bonus, as the 2.3 FAR proposed is well within the as-of-right 3.2 maximum permitted in the C2 Main Street Business District.

Further, the sole variance required from the Zoning Board of Appeals is for relief from Special Exception Criteria §345-61Q.(2) Multifamily Dwelling (text italicized below) which requires a minimum distance of 500 feet from single or two-family zoning districts:

*“The minimum distance from a two-family or single-family zoning district boundary shall be 500 feet, except that in the foregoing restriction shall not apply to the development which, in the discretion of the Planning Commission meet the following criteria: a) proposed site to be not less than one acre; b) roadways, circulation and site access are adequate; c) there are utility and other services sufficient to meet the requirements of the site.”*

The rear of the project site immediately abuts the R2F Two-Family Residence District of Palace and Summerfield Place, a neighborhood which was rezoned from RA3 Multi-Family Residence by the Board of Trustees in March 2013, the reason why the previously approved site plan for the parcel in 2011 did not require such a variance.

#### **Comprehensive Plan Consistency:**

The project is consistent with the adopted comprehensive plan’s vision to focus small unit, residential growth and development in the downtown as a means of relieving development pressures and preserving the single family neighborhood character.

The proposal fits the comprehensive plan’s goal to attract true transit oriented development (TOD) to the downtown by virtue of its proximity to the Metro-North train station, proposed unit mix in which 82% of the units are studios or one-bedroom, luxury amenities, and proposed price points. More salient, only 46 onsite parking spaces are proposed for the 50 dwelling units (.92 parking spaces per unit ratio), further indicating the applicant’s commitment to attract a transit commuter demographic in furtherance of the plan’s goals and in line with the Village’s sustainable urban fabric.

#### **SEQRA Classification:**

The project is classified an unlisted action pursuant to SEQRA. Applicant has submitted Part I of a Full Environmental Assessment Form for agency review. Due to the need for a special permit from the Board of Trustees regarding §345-16C.(2), it is advisable that the project proceed through the SEQRA process via an uncoordinated review. In that instance, separate SEQRA determinations of significance must be adopted by each approval agency.

### Required Approvals

- Special Permit pursuant to §345-16 (Board of Trustees)
- Minimum distance variance (Zoning Board of Appeals)
- SEQRA Determination, Negative Declaration (Board of Trustees and Planning Commission)
- Multi-Family Special Exception Use Permit (Planning Commission)
- Site Plan (Planning Commission)

### Next Steps

Application received favorable recommendation from the Zoning Board of Appeals to grant the required minimum distance variance at their July 17, 2014 meeting. Traffic analysis from Village Traffic consultant is attached for review. It is recommended that the Planning Commission keep the public hearing open until Board of Trustees acts on the proposed density bonus and all substantial engineering issues are addressed.

### 4. 1-2 Grace Church Street (Case # 2014-0107)



Section, Block, Lot: 142.38-2-45  
Zoning District: C2 Main Street Business District  
Lot size: 6,012 sq. ft.  
Owner: Open Door Medical Center

## EXHIBIT D

# Aerial View of Premises and Adjacent Uses



Premises

# Aerial View of Premises and Surrounding Mixed Uses



Westchester Avenue

Metro-North Rail Station

# EXHIBIT E





**Papp Architects, P.C.**

120 NORTH PEARL STREET  
Port Chester, NY

NORTH PEARL STREET - LOOKING NORTH

03-28-2014

## EXHIBIT F

FINAL SITE PLAN APPROVAL  
RESOLUTION OF THE VILLAGE OF PORT CHESTER  
PLANNING COMMISSION

Village of Port Chester

Received  
SEP 27 2011  
Village Clerk  
VILLAGE OF PORT CHESTER

September 26, 2011

SEP 23 2011

120 NORTH PEARL STREET  
Section 142.022 Block 2 Lot 62

Planning and Zoning

WHEREAS, an application for Planning Commission approval of a final site plan for property located at 120 North Pearl Street (the "Property") has been submitted by William Devore, Valhalla, NY (the "Applicant"); and

WHEREAS, the site is located within the C-2 Central Business zoning district and is more specifically known and designated as Section 142.022, Block 2, Lot 62 (hereinafter referred to as the "Site"); and

WHEREAS, the action involves the demolition of the existing auto glass repair facility and the reconstruction in its place of a 5 story mixed-use building containing 25 residential units, 1,293 square feet of office space on the first floor, 45 off-street parking spaces, stormwater management facilities, retaining walls, landscaping, site lighting and associated site improvements; and

WHEREAS, the Project is designated as a Special Exception Use in the C-2 zoning district, subject to approval by the Planning Commission; and

WHEREAS, the final site plan consists of the following plans and drawings::

- Topographical Survey, prepared by Donnelly Land Surveying, Yorktown Heights, Dated November 5, 2008
- SP-1 Site Plan & Zoning Analysis, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised April 18, 2011
- A-1 Floor Plan Diagrams, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated November 23, 2010
- A-2 Sections, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- A-3 Elevations, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- A-4 Elevations, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- A-5 Site Photometric Plan, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised April 22, 2011
- A-5a Site Photometric Plan, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised April 19, 2011
- L-1 Landscape Plan, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated March 2, 2011
- S-1 Retaining Wall Detail, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- 1/8 Grading Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.

- 2/8 Utility Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.
- 3/8 Stormwater Pollution Prevention Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.
- 4/8 Stormwater Profile Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.
- 5/8 Stormwater Retention Section, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.
- 6/8 Soil Erosion & Sediment Control and Truck Access Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.
- 7/8 Details Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.
- 8/8 Details Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.

**WHEREAS**, a public hearing was held on this application, as required by Village Law concerning the site plan application, and all persons wishing to speak on the application at the public hearing and at meetings of the Planning Commission held subsequent to said hearing were given an opportunity to be heard; and

**WHEREAS**, on June 27, 2011, the Village of Port Chester Planning Commission, serving as Lead Agency for the SEQR uncoordinated review of this Unlisted Action, adopted a Negative Declaration, indicating that the project will not result in any significant adverse environmental impacts; and

**WHEREAS**, on June 27, 2011, the Village of Port Chester Planning Commission granted Preliminary Site Plan approval, subject to a series of conditions; and

**WHEREAS**, on September 26, 2011, the Village of Port Chester Planning Commission granted Special Exception Use approval for this action in accordance with the provisions of §345-59, §345-60 and §345-61 M of the Village of Port Chester Code; and

**WHEREAS**, the Planning Commission has considered the final site plan, all other materials submitted by the Applicant in support of this proposal, the comments of Village staff and consultants made via memoranda to the Planning Commission (which memoranda are incorporated herein by reference) and the verbal commentary made during the entire course of the Planning Commission's meetings pertaining to the review for preliminary site plan approval and evaluation of the proposed action, and the comments of the public; and

**WHEREAS**, the requirements for final site plan approval contained in Section 345-23 of the Village of Port Chester Zoning Ordinance have been met by said application for final site plan approval, except for those items waived by the Planning Commission; and

**NOW THEREFORE BE IT RESOLVED**, that the application of approval of the final site plan submitted by William Devore, Valhalla, NY, as depicted on the plans identified above is hereby granted subject to the following conditions:

1. This final site plan approval authorizes the Applicant to undertake only the activities specifically set forth herein, in accordance with this resolution of approval and as delineated on the Final Site Plan as endorsed by the Planning Commission Chairman. *Any change in use, alteration, or modification to the Site Plan or to the existing or approved facilities and site shall require the review and approval by the Planning Commission of the Village of Port Chester.*
2. The Applicant shall furnish the Planning Commission with three (3) print sets of the site plan as described above for endorsement by the Planning Commission Chairman, subject to the satisfaction of all approval conditions, which shall then be recorded as the approved Final Site Plan.
3. No changes, additions, erasures, modifications, or revisions shall be made to the Final Site Plan following endorsement by the Planning Commission Chairman. Any changes detected after endorsement of the Site Plan as final shall result in the immediate termination and revocation of this resolution of approval, thereby making it null and void.
4. The Applicant shall pay to the Village of Port Chester any outstanding professional review escrow fees in accordance with Article XIX of the Village of Port Chester Zoning Ordinance.
5. Authorized issuance of a Building Permit by the Building Inspector shall be fully based on and in accordance with this resolution of approval and the signed and filed Final Site Plan. The Building Inspector shall include reference to the Final Site Plan and this resolution of approval on any Building Permit.
6. No construction activity shall take place on the Site prior to the issuance of a Building Permit by the Building Inspector.
7. All comments of the Village Engineer have been satisfactorily addressed prior to the execution of the Final Site Plan by the Planning Commission Chairman.
8. A performance bond and engineering inspection shall be posted in the amounts established by the Village Engineer that shall assure the completion of all improvements associated with this project, including all work within the North Pearl Street right-of-way.
9. All stormwater management improvements shall be installed and certified as adequate to the satisfaction of the Village Engineer. The approved final Stormwater Pollution Prevention Plan (SWPPP) and a NYSDEC State Pollution Discharge Elimination System (SPEDES) General Permit are hereby made part of this approval.
10. All connections to the existing sanitary sewer system shall be designed and the Final Site Plan demonstrates that all connections to the existing sanitary sewer

system shall be constructed in accordance with the requirements of the "Recommended Standards for Wastewater Facilities, Chapter 30, Design of Sewer," 1997 Edition, which will conform to the Standards and Specifications of the Westchester County Department of Environmental Facilities and Department of Health.

11. A maintenance agreement, drafted to the satisfaction of the Village Attorney and Village Engineer, shall be prepared and executed prior to the issuance of a Certificate of Occupancy. Said agreement shall address the permanent maintenance of all stormwater management facilities, site utilities, and other associated site infrastructure. Said agreement shall obligate the Applicant and any successors and/or assigns to undertake all maintenance obligations. If the Applicant fails to properly maintain these facilities, the agreement shall give the Village the right to enter upon the site to undertake these necessary maintenance operations at the Applicant's expense, if necessary as a tax lien on the Property.
12. The applicant shall reconstruct all sidewalks and curbs and shall install street landscaping and associated facilities immediately surrounding the site in accordance with the Final Site Plan and Village standards and specifications prior to the issuance of a Certificate of Occupancy.
13. The Applicant shall fund the following traffic mitigation measures: the installation of pavement markings at the intersection of North Pearl Street with King Street and Willett Avenue. The markings would be installed at the North Pearl Street approach, and would include a "Right Lane Must Turn Right" sign, plus additional pavement markings along the curb between southbound King Street and the northbound Willett Avenue approaches.
14. The Applicant shall obtain a permit from the Westchester County Department of Public Works for the new driveway.
15. All easement covenants and restrictions to the extent required to support this application shall be prepared to the satisfaction of the Village Attorney and submitted as part of the Final Site Plan.
16. The building shall be designed in accordance with all New York State Building Code requirements.
17. A site clearance protocol and construction management plan shall be prepared as part of this application, and shall be filed with the Building Department simultaneously with the submission of an application for the issuance of a Building Permit.
18. The hours of construction activity shall take place in conformance with the applicable Village Regulations.

19. Prior to the commencement of any site work or construction activity, erosion and sedimentation controls shall be installed in accordance with the Soil Erosion and Sediment Control Plan (drawing 6 of 8) and shall be subject to continual inspection and maintenance and additional controls as may be required by the Building Inspector. Stormwater runoff shall be controlled at all times during construction to prevent erosion of the site area under construction and to prevent sedimentation and dust dispersal upon areas not under construction, particularly off-site locations. Silt fencing, hay bales, anti-tracking aprons, and all other required erosion and sedimentation control measures shall be regularly inspected and maintained in an orderly and functioning manner. Additional supplies of silt fencing and hay bales shall be kept on the Site during construction for immediate use, if needed.
20. In the event that it becomes necessary to excavate bedrock material by blasting, the Applicant shall prepare a Blasting Plan for approval by the Building Inspector and Village Engineer. The Blasting Plan shall be reviewed and approved by the Building Inspector and Village Engineer prior to commencement of any blasting on the Site.
21. All landscaping shall be installed in accordance with the Final Site Plan. Any substitutions to listed plant materials shall be submitted to the Building Inspector prior to installation of same. Should the Building Inspector determine that the substitutions constitute a substantive change to the Landscape Plan or approved Final Site Plan, the Applicant shall file an Amendment to the Site Plan Approval, which shall be reviewed and approved by the Planning Commission prior to the installation of the landscaping materials.
22. All site landscaping shall be maintained in a healthy state; should any plantings become damaged or die, said plantings shall be immediately replaced in-kind.
23. A clean and legible copy of this Resolution (as signed by the Planning Commission Chairman) and a copy of the signed Final Site Plan shall be maintained at the Property at all times.
24. Prior to the issuance of a Certificate of Occupancy by the Building Inspector, an "As-Built" Plan showing the installed and completed improvements, certified by a New York State licensed Land Surveyor shall be prepared at the sole expense of the Applicant. Said As-Built Plan shall be provided to the Building Inspector, documenting satisfactory completion of all approved and authorized construction activities and zoning compliance.
25. Failure to comply with any of the conditions set forth herein shall be deemed a violation of this approval and may lead to the revocation of the Approval and/or Certificate of Occupancy in accordance with the applicable provision(s) of the Village of Port Chester.

26. The applicant shall obtain all other applicable permits and approvals and shall pay all other fees as a part of the execution of the final site plan.

**BE IT FINALLY RESOLVED** that this Final Site Plan approval resolution shall have an effective date of September 26, 2011.

On motion of Commissioner *GREGORY*, seconded by Commissioner *COPERINE*, the resolution was adopted by the following vote

Ayes: *BAXTER, CERVINKA, COPERINE, GREGORY, PELLON, ANTAKI*

Nays: *SCAROLA*

Abstained:

  
Michael Antaki, Chairman

**SPECIAL EXCEPTION USE APPROVAL  
RESOLUTION OF THE VILLAGE OF PORT CHESTER  
PLANNING COMMISSION**



September 26, 2011

120 NORTH PEARL STREET  
Section 142.022 Block 2 Lot 62

Village of Port Chester

SEP 23 2011

Planning and Zoning

WHEREAS, an application for Special exception Use approval for property located at 120 North Pearl Street (the "Property") has been submitted by William Devore, Valhalla, NY (the "Applicant"); and

WHEREAS, the site is located within the C-2 Central Business zoning district and is more specifically known and designated as Section 142.022, Block 2, Lot 62 (hereinafter referred to as the "Site"); and

WHEREAS, the action involves the demolition of the existing auto glass repair facility and the reconstruction in its place of a 5 story mixed-use building containing 25 residential units, 1,293 square feet of office space on the first floor, 45 off-street parking spaces, stormwater management facilities, retaining walls, landscaping, site lighting and associated site improvements; and

WHEREAS, the Project is designated as a Special Exception Use in the C-2 zoning district, subject to approval by the Planning Commission; and

WHEREAS, the final site plan consists of the following plans and drawings:

- Topographical Survey, prepared by Donnelly Land Surveying, Yorktown Heights, Dated November 5, 2008
- SP-1 Site Plan & Zoning Analysis, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised April 18, 2011
- A-2 Sections, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- A-3 Elevations, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- A-4 Elevations, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- A-5 Site Photometric Plan, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised April 19, 2011
- A-5a Site Photometric Plan, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised April 19, 2011
- S-1 Retaining Wall Detail, prepared by Antonucci & Associates, Architects & Engineers, LLP, Pelham, NY, dated February 18, 2010, last revised March 2, 2011
- 1/8 Grading Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.
- 2/8 Utility Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.
- 3/8 Stormwater Pollution Prevention Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.

- 4/8 Stormwater Profile Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.
- 5/8 Stormwater Retention Section, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised February 18, 2011.
- 6/8 Soil Erosion & Sediment Control and Truck Access Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.
- 7/8 Details Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.
- 8/8 Details Plan, prepared by JJV, PE, Thornwood, dated September 10, 2010, last revised March 4, 2011.

**WHEREAS**, on June 27, 2011, the Village of Port Chester Planning Commission, serving as Lead Agency for the SEQR uncoordinated review of this Unlisted Action, adopted a Negative Declaration, indicating that the project will not result in any significant adverse environmental impacts; and

**WHEREAS**, on June 27, 2011, the Village of Port Chester Planning Commission granted Preliminary Site Plan approval, subject to a series of conditions; and

**WHEREAS**, on September 26, 2011, the Village of Port Chester Planning Commission granted Final Site Plan approval for this action; and

**WHEREAS**, in accordance with the provisions of §345-59D. (2)(a), the Applicant is required to obtain Special Exception Use Approval from the Planning Commission.

**NOW THEREFORE BE IT RESOLVED**, that in accordance with the provisions of Section 345-59 I, the Planning Commission finds that the Project:

1. Will not prevent or substantially impair either the reasonable and orderly use or the reasonable and orderly development of other properties in the neighborhood. The neighborhood surrounding the Project is fully developed, and no aspect of the Project will interfere with the use or orderly development or redevelopment of these properties.
2. The hazards or disadvantages to the neighborhood from the location of such use at the property are outweighed by the advantage to be gained either by the neighborhood or the Village by authorizing the Special Exception Use permit. All potential adverse impacts shall be adequately mitigated pursuant to the findings of the SEQRA Negative Declaration and the conditions of site plan approval.
3. The health, safety, welfare and comfort, convenience and order of the Village will not be adversely affected by the authorized use.
4. Such use will be in harmony with and promote the general purposes and intent of this regulation as stated in Section 345-1.

**BE IT FURTHER RESOLVED**, that the Project complies with the Special Exception Use General Standards established in Section 345-60 of the Zoning Ordinance as follows:

1. The Project will be in harmony with and promote the general purposes and intent of this Regulation, as stated in §345-60.
2. The plot area is sufficient, appropriate and adequate for the proposed use and the reasonably anticipated operation and expansion thereof. The project complies with all of the applicable C-2 zoning district bulk and dimensional regulations and requirements.
3. The characteristics of the proposed use are not such that they would prevent the orderly and reasonable use of adjacent properties in adjacent use districts. The neighborhood surrounding the Project is fully developed, and no aspect of the Project will interfere with the use or orderly development or redevelopment of these properties, provided the conditions required herein are met.
4. The site is particularly suitable for the location of such use in the community. The site's centralized location, convenient access and proximity to public transportation facilities and resources make it a particularly suitable location for those residing in the new multi-family building.
5. No other churches, schools or other places of public assembly are located in the immediate vicinity of the site. The Summerfield Church is located nearby at the intersection of Willett Avenue and King Street.
6. The project's compliance with the special conditions and safeguards for multi-family dwellings described below.
7. Access facilities and required roadway traffic improvements have been designed under the supervision of the Village's traffic consultant to assure that the development of the site will not result in any adverse impacts.
8. New curb cuts have been designed to comply with Village standards. Additionally, the applicant shall reconstruct all sidewalks and curbs and shall install street landscaping and associated facilities immediately surrounding the site in accordance with the site plan and Village standards and specifications, prior to the issuance of a Certificate of Occupancy.
9. The Project provides for 45 off-street parking spaces, which is adequate to meet the needs of the building occupants, employees, patrons and visitors. Furthermore, the layout of the spaces is convenient and conducive to safe operations.
10. Project has been designed to visually and aesthetically integrate into the surrounding neighborhood. The topography of the site, physical improvements, landscaping and fencing will assure that the multi-family residential neighborhoods located to the north and east will be adequately buffered and screened.

11. Adequate provisions have been made for the collection and disposal of stormwater runoff, sanitary sewage and other site generated wastes and this provision is a condition of this approval.

**BE IT FURTHER RESOLVED**, that the Project addresses with the Special Exception Use Special Conditions and Safeguards for Multi-Family Dwellings established in Section 345-61 Q of the Zoning Ordinance as follows:

1. The Site is 28,739 square feet in area, which exceeds the minimum required lot area of 20,000 square feet. The Project complies with this condition.
2. The Site is located more than 500' from a two-family or single-family zoning district boundary.
3. The applicant has submitted a traffic study, dated July 7, 2010, prepared by John Collins Engineers, P.C., which was reviewed by the Village's traffic consultant Adler Consulting, and which was subsequently revised. It has been determined that subject to the traffic mitigation improvements set forth in condition #13 of the Final Site Plan Approval Resolution, traffic generated by the Project will not result in traffic related impacts that would adversely affect the surrounding roadway network or intersection levels of service.
4. The applicant's engineer has certified to the satisfaction of the Village Engineer that the existing infrastructure system supporting the Project is adequate to meet the demands of the Project, including water fire flows, sanitary sewer service, stormwater drainage, and access.

Additionally, the applicant has calculated that based upon commonly accepted demographic multipliers, the Project would be expected to generate between 4 – 5 school aged children. A subsequent survey of the most recently constructed multifamily projects constricted in the Village strongly indicates that the actual number of school aged children generated by the Project will be less than the 4 – 5 initially projected. As a result, the Planning Commission finds that this Project will not result in an adverse impact to the school system, and that this condition is satisfied.

5. The C-2 zoning district requires the provision of 100 square feet of usable open space per dwelling unit. The 25 unit Project has an open space requirement of 2,500 square feet. The Project provides for 6,555 square feet of usable open space, primarily provided on the rooftop of the new building. This meets and exceeds the open space requirement.
6. The Project provides for individual laundry facilities within each unit. This provision complies with the requirement to provide adequate laundry facilities.

7. The Project includes a trash compactor on the first floor, which will be serviced by a private trash hauler. This provision meets the requirement to provide trash facilities in the building.

**BE IT FURTHER RESOLVED**, that this Special Exception Use is hereby granted subject to the conditions described herein, the conditions set forth in the Final Site Plan Approval resolution of the Planning Commission dated September 26, 2011 which is incorporated herein by reference, and subject to the condition that construction and use of the premises be substantially in accordance with the plans and specifications referenced herein.

**BE IT FINALLY RESOLVED**, that this resolution shall have an effective date of September 26, 2011.

On motion of Commissioner *GREGORY*, seconded by Commissioner *COPELINE*, the resolution was adopted by the following vote

Ayes: *BAXTER, CERVINKA, COPERINE, GREGORY, PELLON, ANTAKI*

Nays: *SCAROLA*

Abstained:

  
Michael Antaki, Chairman

# EXHIBIT G




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## Memorandum

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**To:** Village of Port Chester Planning Board  
**From:** Graham L. Trelstad, AICP   
**Date:** March 20, 2014  
**Re:** 120 North Pearl Street

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### SUMMARY

AKRF has prepared an analysis of potential generation of school-age children from the proposed 50-unit rental apartments at 120 North Pearl Street. The proposed building would contain 15 studio apartments, 26 one-bedroom apartments, and 9 two-bedroom apartments. All units are proposed as rental units with anticipated rents of \$2,400, \$2,900, and \$3,800 per month for the studio, one-bedroom, and two-bedroom apartments, respectively.

Based upon standard residential multipliers for calculating potential school-age children from new housing units, the proposed building would generate approximately four (4) school-age children with three (3) public school-age children.

Comparable new rental unit construction by AvalonBay Communities within southern Westchester County has been surveyed and shows approximately 0.086 public school-age children per dwelling unit (regardless of number of bedrooms). Using that multiplier with the proposed 50-unit rental property at 120 North Pearl Street yields an estimate of 4.3 public school-age children.

Thus, two separate methods for estimating the number of public school-age children yield comparable results, and it can be conservatively estimated that the proposed 50-unit rental property at 120 North Pearl Street would yield between three (3) and four (4) public school-age children.

### METHODOLOGY

There are two primary methods used by planners to estimate the number of school-age children (SAC) that would be generated by a project:

- 1) use of a "multiplier" of the number of SAC per housing unit based on US Census data and specific to housing unit type, size (e.g., bedroom count), and median value/rent; and

- 2) use of case study data of comparable multi-family buildings identifying the number of registered public-school students per address.

Both of these approaches have limitations related to quality and age of data and must be seen as approximations of actual school-age children generation. However, both methods are widely used by communities as an effective method for anticipating potential effects of new development.

### Residential Multipliers

Two different statistical analyses of United States Census Bureau 5-percent Public Use Microdata Sample (PUMS) data were consulted for this analysis:

- "Residential Demographic Multipliers: Estimates of the Occupants of New Housing," (New York State) prepared by the Rutgers University Center for Urban Policy Research (CUPR); and
- A project-specific study conducted by Bay Area Economics analysis for the Town of Tuxedo.

### *"Residential Demographic Multipliers"*

The Rutgers University Center for Urban Policy Research (CUPR), a component of the Edward J. Bloustein School of Planning and Public Policy, has been a recognized leader over the last four decades in the preparation and distribution of data relating to environmental impact assessment and fiscal impact assessment. CUPR uses US Census data to develop statistically reliable multipliers for a number of different potential community impact categories: including the number of SAC.

In June 2006, CUPR released a series of reports entitled "Residential Demographic Multipliers: Estimates of the Occupants of New Housing" based upon the 2000 US Census 5% Public Use Microdata Sample (PUMS) data. Separate reports were prepared for the states of New York, New Jersey, Connecticut, and Massachusetts. Each report provides specific multipliers for the total number of people per dwelling unit by age, the total number of SAC by grade level, and the total number of public school-age children (PSAC) by grade for new housing units constructed between 1990 and 2000. Each of these values is provided based upon the type of housing unit (single-family detached, single-family attached, multi-family owner-occupied, multi-family renter occupied, and mobile homes), the number of bedrooms, and the value of the housing unit expressed in terms of top-third, middle-third, and lower-third of value.

The multipliers for total SAC and PSAC for different housing types are shown in Table 1.

Table 2 represents the application of these multipliers to the proposed project at 120 North Pearl Street.

**Table 1  
New York State Multi-Family (>5 units) Rental Residential Multipliers**

Bedroom Count	Rental		
	Value	SAC	PSAC
1 BR	All Values	0.16	0.15
	< \$500	0.10	0.09
	\$500 to \$1,000	0.30	0.27
	> \$1,000	0.08	0.07
2 BR	All Values	0.49	0.43
	< \$750	0.74	0.67
	\$750 to \$1,100	0.51	0.45
	> \$1,100	0.23	0.16
3 BR	All Values	1.36	1.07
	< \$750	1.59	1.27
	\$750 to \$1,250	1.50	1.30
	> \$1,250	1.00	0.63
<b>Notes:</b>	SAC = Total School-Age Children PSAC = Public School-Age Children No values for studio apartments were reported. It is assumed that studio apartments are not attractive to young families and that only single adults or married couples would occupy studio apartments.		
<b>Sources:</b>	Rutgers University Center for Urban Policy Research, "Residential Demographic Multipliers: Estimates of the Occupants of New Housing" (June 2006).		

**Table 2  
Application of New York State Residential Multipliers to 120 North Pearl Street**

Unit Type	No. Units	Multiplier	PSAC
Studio	15	0.00	0.0
1 BR	26	0.07	1.8
2 BR	9	0.16	1.4
<b>Total</b>	<b>50</b>	<b>--</b>	<b>3.3</b>
<b>Notes:</b>	Multipliers for studio units are not provided in the source document. A multiplier of 0.00 was assumed for these units.		
<b>Sources:</b>	Rutgers University, Center for Urban Policy Research, "Residential Demographic Multipliers – Estimates of the Occupants of New Housing" (June 2006). Total number of public school age children for rental units in buildings with five or more units and highest assumed rents.		

*Bay Area Economics Multipliers*

The multipliers developed by CUPR reflect a state-wide analysis of the PUMS data. It is widely recognized that urban areas (e.g., cities of 100,000 or more persons) typically contain a greater proportion of multi-family housing units than single-family residential units and that urban families with children will opt to live in multi-family housing due to factors not found in suburban communities. It is also widely recognized that many urban families making less than the area median income can not afford larger urban multi-family housing units and so will often have greater numbers of children per bedroom than urban families making more than the area median income. Thus, the state-wide values reported by CUPR are considered skewed high due to the effects of demographics within New York City.

The Town of Tuxedo in Rockland County recognized these influencing factors and retained Bay Area Economics, a highly-regarded economic consulting firm, to advise the Town on the appropriate multipliers to use in evaluating the proposed Tuxedo Reserve project. BAE's evaluation included a refined PUMS analysis that excluded housing units and persons in areas with population of 100,000 or more and housing units within the lower decile (lowest 10 percent) in value. The study area utilized by BAE included the greater New York metropolitan area including all of Long Island, northern New Jersey, the Hudson River Valley in New York, and the western half of Connecticut. The calculated SAC multipliers for rental apartments are presented in Table 3 by unit type. BAE did not prepare multipliers by unit value.

**Table 3  
BAE Residential Multipliers**

Bedroom Count	Rental	
	Value	SAC
1 BR	All Values	0.051
2 BR	All Values	0.232
3 BR	All Values	0.644
4 BR	All Values	0.396
<b>Notes:</b> SAC = Total School-Age Children <b>Sources:</b> Bay Area Economics Interagency Memorandum, "Student Generation Factors for Proposed Tuxedo Reserve Development," prepared for the Town of Tuxedo, March 16, 2010.		

Application of the BAE multipliers to the proposed North Pearl Street project would yield a total of 3.4 students. Note that the BAE multipliers are comparable to the multipliers for higher-value rental units presented in Table 1 with the exception of the 3 BR units (0.644 compared to 1.000) confirming that the predicted effect of New York City housing units on higher multipliers does exist.

Thus, using two types of standard residential multipliers, the proposed 50-unit multi-family apartment building at 120 North Pearl Street would yield approximately three (3) public school-age children.

Case-Study Analysis

A case-study analysis was prepared based on school-age children in new multi-family construction in Bronxville, Mamaroneck, and Elmsford. Three different AvalonBay Communities rental projects were evaluated for the total number of public school-age children per dwelling unit. For each property, the total number of dwelling units and total number of public school-age children registered with the local school district were obtained to create a blended (by unit) multiplier for public school-age children (see Table 4).

Using the blended (per unit) multiplier derived from the case-study analysis for the proposed 50-unit multi-family rental property at 120 North Pearl Street, the total number of public school-age children would be 4.3.

**Table 4**  
**AvalonBay Westchester Communities**

Project	Community	No. Units	Avg. Unit Size (sq. ft.)	PSAC	Avg. Children per Unit
The Avalon	Bronxville	110	1,300	9	0.082
Avalon Willow	Mamaroneck	227	1,100	20	0.088
Avalon Green	Elmsford	105	1,000	9	0.086
<b>Total</b>		<b>442</b>		<b>38</b>	<b>0.086</b>
<b>Note:</b> PSAC = Public School-Age Children					
<b>Sources:</b> AvalonBay Communities, Inc. web-site; Avalon Rockledge at White Plains Expanded EAF.					

### Conclusion

Using two different residential multipliers and a case-study evaluation of new rental construction in southern Westchester County communities, AKRF estimates that the proposed 50-unit multi-family project at 120 North Pearl Street would generate three (3) to four (4) public school-age children.

The combination of studio, one-bedroom, and two-bedroom apartments marketed to younger singles in a "semi-luxury" apartment building with easy access to the Manhattan central business district would result in a lower number of public school-age children. Evaluation of State-wide US Census data as well as Census data for New York State specific to suburban areas outside of the larger cities provides an extremely large dataset upon which to base this conclusion. The use of additional local case-study data verifies these results with local experience.

# EXHIBIT H



**TRAFFIC IMPACT STUDY**  
**Proposed Residential Development**  
**120 North Pearl Street**  
**Port Chester, New York**

*Prepared for*

**AGD NORTH PEARL, LLC**  
White Plains, New York

*Prepared by*

**TRC ENGINEERS, INC.**  
Hawthorne, New York

**March 13, 2014**

**TRC Project No. 215637**

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Appendix D	Capacity Analysis

**SECTION 1 – EXECUTIVE SUMMARY****1.0 PROJECT DESCRIPTION**

AGD North Pearl, LLC proposes to construct a 50 unit multi-family residential development at 120 North Pearl Street in the Village of Port Chester, Westchester County, New York (see Figure No. 1 in Appendix B). The site is located on the northwest side of North Pearl Street between Irving Avenue and the King Street/Willett Avenue intersection. The site had been operating as an Auto Detailing and Car Wash and had its access on North Pearl Street. Access to the Project will also be provided via an unsignalized driveway along North Pearl Street. Although no parking spaces are required by Zoning Code, approximately 46 parking spaces are proposed. A big advantage of the location of this site is that it is located very close (one block) from the Port Chester Train Station and thus it is within easy walking distance to the train station as well as to the Main Street area and other stores and employment opportunities.

TRC Engineers, Inc. (TRC) has been retained by AGD North Pearl, LLC to analyze the traffic impacts associated with the proposed Project and to identify roadway improvements, if required, to mitigate any adverse impact. In preparation of this Study, discussions were held with representatives of the Village and other Traffic Studies for the area were reviewed. This Traffic Impact Study uses the standard Traffic Engineering methodology and has been prepared to document the findings and conclusions of the analysis undertaken to measure the traffic impacts associated with the proposed Project.

For the purposes of this Study, it is anticipated that the Project will be completed and

occupied by the Year 2016.

## 1.1 FINDINGS

Based on field observations and detailed analysis undertaken in preparation of this Traffic Impact Study, the following findings are presented:

- The proposed Project is provided good regional and local access via Interstate 95, Interstate 287, US Route 1, Westchester Avenue, King Street Willett Avenue, and Pearl Street.
- The Project will be accessed via an unsignalized driveway along North Pearl Street.
- It is anticipated that the development will conservatively generate approximately 5 entering vehicles and 20 exiting vehicles during the Peak AM Hour, and 25 entering vehicles and 14 exiting vehicles during the Peak PM Hour. In reality, there is likely to be less traffic generated by the site due to the proximity to the train station and the business district but the higher volumes were utilized to be conservative. In addition, to be conservative, no credit has been taken for the traffic generated by the previous uses on the Site.
- Traffic volume projections utilized within the Study consider general regional growth, as well as potential traffic generated from an adjacent development in the vicinity of the proposed Project.

- Table No. 1.1 summarizes the results of the capacity analyses conducted for each intersection included in this study. Average delay, expressed in seconds per vehicle, is listed below each Level of Service.

<b>TABLE NO. 1.1 OVERALL LEVEL OF SERVICE SUMMARY</b>				
<b>INTERSECTION</b>	<b>PEAK AM HOUR</b>		<b>PEAK PM HOUR</b>	
	<b>No-Build</b>	<b>Build</b>	<b>No-Build</b>	<b>Build</b>
	<b>LOS Delay</b>	<b>LOS Delay</b>	<b>LOS Delay</b>	<b>LOS Delay</b>
King Street & N. Pearl St/Willett Avenue	E 55.0	E 55.2	E 57.6	E 58.8
N. Pearl Street & Irving Avenue	B 16.2	B 16.3	B 17.3	B 17.4
N. Pearl Street & Site Driveway	-	b 12.6	-	b 14.1

NOTE: Signalized intersections are denoted by uppercase letters.  
 Unsignalized intersections are denoted by lowercase letters.  
 Overall delay at unsignalized intersections is based upon the critical approach.

- The intersection of North Pearl Street and Irving Avenue as well as the intersection of North Pearl Street and the Site Driveway will both continue to operate at good Levels of Service in the future. Similar to findings of other Traffic Studies in the area, the King Street and North Pearl Street/Willett Avenue intersection experiences some delays during both the No-Build and Build conditions during the Peak Hours due to its existing configuration and traffic signal phasing. However, the project would not have a significant impact on this intersection and there is no change in the Levels of Service from the No-Build to Build condition.

1.2 RECOMMENDATIONS

Other than the construction of the site driveway for the proposed Project, no roadway

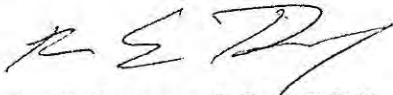
improvements are recommended at any of the study locations in conjunction with this Project.

1.3 CONCLUSIONS

It is the considered professional opinion of TRC Engineers, Inc. that the traffic generated by the proposed Project will not have a significant impact on the adjacent roadway network. Safe and efficient traffic operation will be maintained.

Respectfully submitted,

TRC ENGINEERS, INC.



Brian E. Dempsey, P.E., P.T.O.E.  
Senior Project Manager



Steve Tarabokija, EIT  
Associate Project Engineer

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**SECTION 2 – TRAFFIC CONDITIONS AND PROJECTIONS**

2.0 **STUDY METHODOLOGY**

TRC has been retained by AGD North Pearl, LLC to analyze the traffic impact associated with the proposed residential development.

Discussions were held with representatives of the Village to discuss the Traffic Study. The existing traffic volumes were collected by representatives of TRC at adjacent roadways in the vicinity of the site. The existing base traffic volumes were projected to the Design Year of 2016 utilizing a 2% growth rate compounded per year, to which the traffic associated with a potential adjacent development and site-generated traffic from the Project were added, resulting in the 2016 No-Build and 2016 Build Traffic Volumes, respectively. Utilizing the No-Build and Build Traffic Volumes, TRC performed detailed capacity analyses of key intersections to identify the operational characteristics and to measure the traffic impact of the proposed development on the adjacent roadway system.

Based upon the results of the analysis, comparisons of the No-Build and Build conditions for the Project were made and if significant impacts were experienced, mitigation was proposed.

2.1 DESCRIPTION OF EXISTING ROADWAY NETWORK

The following are brief descriptions of the roadways located in the vicinity of the site:

North Pearl Street (County Route 43) – North Pearl Street is generally a one-lane per direction roadway traveling in a north/south direction. North of Irving Avenue, North Pearl Street is under the jurisdiction of the Westchester County while the portion of Pearl Street south of Irving Avenue is under the jurisdiction of the Village of Port Chester.

King Street (NYS Route 120A) – In the vicinity of the site, King Street traverses the Village of Port Chester in a north/south direction and generally provides one lane of travel per direction. King Street (NYS 120A) in the vicinity of the site is considered a “State Touring Route With Local Maintenance Jurisdiction”. Thus, although King Street has a State Route number, this section is under the jurisdiction of the Village of Port Chester. Further to the north, King Street is under State jurisdiction.

Willett Avenue (County Route 43) – Willett Avenue generally traverses the Village of Port Chester in a north/south direction and provides one lane of travel per direction in the vicinity of the site. Willett Avenue, north of the intersection of King Street/North Pearl Street in the vicinity of the site is under the jurisdiction of Westchester County. The section of Willett Avenue east of the intersection is under the jurisdiction of the Village of Port Chester.

Irving Avenue – Irving Avenue is a one-lane per direction roadway traveling generally in an east/west direction. Irving Avenue is under the jurisdiction of the Village of Port Chester.

Discussions were held with the Traffic Sargent from the Village of Port Chester Police Department. While there are some accidents that occur at the intersection of King Street/Willett Avenue/North Pearl Street (with some being in conjunction with the gas stations on the corners), North Pearl Street in the vicinity of the Site is not a high-accident area.

## 2.2 EXISTING TRAFFIC VOLUMES

After a thorough review of the arrival and departure distributions for the site and the proposed Land Use, as well as discussions with Village representatives and consistent with the other Traffic Studies in the area, the following study locations have been determined:

1. Willett Avenue (North) & Willett Avenue
2. Willett Avenue (South) & Willett Avenue
3. King Street & Pearl Street/Willett Avenue

Representatives of TRC conducted manual turning movement traffic counts on Tuesday through Thursday, March 6, 2014 from 7:00 to 9:00 AM and from 4:00 to 6:00 PM at the above-mentioned study locations when the schools were open and under dry typical

weather conditions. During part of the PM traffic count, there was some utility construction occurring on part of King Street. Thus, the traffic volumes were compared to those from the other Traffic Studies in the area and the King Street volumes were adjusted accordingly. In addition to the manual traffic counts, field observations were performed to determine roadway geometry, lane widths, traffic control, etc. Traffic signal timing was obtained from Westchester County and by field measurements.

Based upon the traffic counts conducted, the following Peak Roadway Hours were determined:

Peak AM Roadway Hour -	7:45 AM to 8:45 AM
Peak PM Roadway Hour -	4:30 PM to 5:30 PM

The existing Peak AM and Peak PM Hour Traffic Volumes are illustrated on Figure No. 2 in Appendix B.

### 2.3 ADJACENT DEVELOPMENTS

Based upon TRC's familiarity of the adjacent roadway system and potential developments, it was determined that traffic associated with the "The Castle", a proposed and under construction residential development located along Willett Avenue and Abendroth Place, should be accounted for in the determination of future traffic volumes. Additional development traffic is included as part of the conservative 2% yearly

compounded growth rate. The "Port Chester Gateway" Development Project would be constructed after construction of the Project and would not have a significant impact in this area.

#### 2.4 2016 NO-BUILD & RE-ROUTED TRAFFIC VOLUMES

To be conservative and in accordance with information provided by the New York State Department of Transportation, a conservative compounded annual growth rate of 2% per year was utilized (the NYSDOT data actually illustrated a much lower growth rate). The existing traffic volumes were projected to the 2016 Design Year by applying a compounded growth rate of 2% per year (thus a total 4.04%) to all traffic volumes to form the 2016 Grown Traffic Volumes. The 2016 Grown Traffic was combined with the Adjacent Development Traffic Volumes to yield the 2016 No-Build Traffic Volumes illustrated on Figure No. 3.

#### 2.5 SITE-GENERATED TRAFFIC VOLUMES

The ability of any roadway network to accommodate anticipated traffic volumes is measured by comparing Peak Hour Traffic Volumes to roadway capacities. Thus, it is essential to determine the hourly traffic volumes to be generated by the proposed residential development and add them to the No-Build Traffic Volumes to determine the Build Traffic Volumes.

Site-generated traffic attributable to the proposed 50-unit Project was determined based upon the trip generation rates contained in the Institute of Transportation Engineers’ (ITE) report entitled, “Trip Generation”, Ninth Edition, utilizing Land Use 220, “Apartments”. Due to the close proximity of the site to the train station and the downtown area, it is projected that a significant number of residents for the proposed development would utilize mass transit to commute to work and would walk to the train or walk to the downtown area.

Hence, based on the information provided by latest available Census data, a transit/walk credit of 15% was utilized while generating the net trips due to the proposed development. This percentage is extremely conservative due to the project’s location. The estimated site-generated traffic based upon these rates for both the Peak AM and Peak PM Hours are outlined in Table No. 2.4.1 below.

<b>TABLE NO. 2.5.1 ESTIMATED SITE-GENERATED TRAFFIC VOLUMES 120-Unit Project</b>						
	<b>Peak AM Hour</b>			<b>Peak PM Hour</b>		
	<b>Enter</b>	<b>Exit</b>	<b>Total</b>	<b>Enter</b>	<b>Exit</b>	<b>Total</b>
Total Site Trips	6	23	29	29	16	45
Transit/Walk Credit(15%)	-1	-3	-4	-4	-2	-6
<b>New Site Trips</b>	<b>5</b>	<b>20</b>	<b>25</b>	<b>25</b>	<b>14</b>	<b>39</b>

There is likely to be less traffic generated by the site due to the proximity to the train station and the business district but the higher volumes were utilized to be conservative. In addition, to be conservative, no credit has been taken for the traffic generated by the current uses on the Site.

## 2.6 ARRIVAL/DEPARTURE DISTRIBUTION

The arrival/departure distribution patterns for traffic to be generated by the Project were developed based upon the previous Traffic Studies, the existing traffic volumes, potential destinations, and the existing roadway network. The resulting arrival and departure distributions associated with the project are illustrated on Figures No. 5 and 6.

## 2.7 2016 BUILD TRAFFIC VOLUMES

The Site-generated Traffic Volumes were distributed to the roadway network in accordance with the arrival/departure distributions illustrated in Figures No. 5 and 6. The Site-generated Traffic Volumes are illustrated in Figure No. 7. The Site-generated Traffic Volumes were combined with the 2016 No-Build Traffic Volumes illustrated on Figure No. 3 to form the 2016 Build Traffic Volumes which are illustrated on Figure No. 8.

### SECTION 3 – ANALYSIS

#### 3.0 DESCRIPTION OF ANALYSIS

- Capacity analyses were conducted at the key intersections to identify the traffic impact associated with the proposed development. The following is a brief description of the procedure utilized in the preparation of this analysis for all of the study locations listed:
- Capacity analysis is a method by which traffic volumes are compared to calculated roadway and intersection capacities to evaluate future traffic conditions. The methodology utilized is described in the 2010 Highway Capacity Manual published by the Transportation Research Board. In general, the term “Level of Service” is used to provide a qualitative evaluation based on certain quantitative calculations related to empirical values. The definitions of Level of Service as contained in the 2010 Highway Capacity Manual appear in Appendix A of this Report.
- In general, Level of Service A represents the best traffic operating condition. Levels of Service for signalized and unsignalized intersections are defined in terms of average delay. Delay is used as a measure of driver discomfort, frustration, efficiency, etc.

Capacity analyses were performed for the key locations with the Existing, 2016 No-Build and 2016 Build Traffic Volumes utilizing Highway Capacity Software developed for the FHWA.

The capacity analyses worksheets are contained in Appendix D of this Report.

3.1 LOCATION NO. 1 – WILLETT AVENUE AND KING STREET/NORTH PEARL STREET

Existing Conditions

King Street forms the southbound approach as well as a one-way leg to this five-legged, signalized intersection. North Pearl Street forms the eastbound approach and consists of one shared left-turn/through lane and a right-turn lane. Willett Avenue forms the northbound and southbound approaches to this intersection. For analysis purposes, the southbound Willett Avenue approach is analyzed as the westbound approach. The northbound Willett Avenue approach provides for one left-turn lane, one through lane and a right-turn lane. The southbound King Street approach provides for one shared left-turn/through/right-turn lane. The westbound Willett Avenue approach provides for one shared left-turn/through lane and a channelized right-turn lane (which operates under Stop control). The traffic signal is under Westchester County jurisdiction and the intersection is under the jurisdiction of the Village of Port Chester.

Capacity Analysis

Capacity analyses were conducted at this location using the 2016 No-Build and Build Traffic Volumes. The results of the analyses are illustrated in the table in Appendix C.

As illustrated in the table, this intersection currently experiences some delays on certain movements during both Peak Hours. With the addition of site-generated traffic from the proposed Project, there is no change in Levels of Service along any movement and the overall intersection delay increases by only 0.2 seconds and 1.2 seconds during the Peak AM and PM Build conditions, respectively.

These Levels of Service are similar to those determined for the previous Traffic Studies of the intersection. Because of the non-standard intersection geometry, Westchester County, who has jurisdiction of the traffic signal, operates the intersection utilizing four separate signal phases. Thus each approach leg to the intersection is given its own signal phase, thus resulting in the delays experienced.

The proposed Project will not have an impact on the operation of this intersection. In addition, no credit was taken for traffic previously being generated by the Site. Therefore, no roadway improvements are recommended at this location.

3.2 LOCATION NO. 2 – NORTH PEARL STREET AND IRVING AVENUE

Existing Conditions

North Pearl Street forms the northbound and southbound approaches to this four-legged, signalized intersection with Irving Avenue. Irving Avenue forms the eastbound and westbound approaches and is under Stop control. All approaches generally consist of one lane each.

Capacity Analysis

Capacity analyses were conducted for this location utilizing the Existing, 2016 No-Build and Build Traffic Volumes for the Peak AM and PM Hours. The results of these analyses are shown in the table in Appendix C.

As indicated in the table, acceptable Levels of Service B are maintained from the No-Build to Build conditions. As such, no improvements are required at this location.

3.3 LOCATION NO. 3 – NORTH PEARL STREET AND SITE DRIVEWAY

Existing Conditions

North Pearl Street forms the northbound and southbound approaches to this three-legged, unsignalized intersection with the Site Driveway, which will be under Stop control. An unsignalized driveway currently exists on the property. North Pearl Street at this location consists of one wide lane in each direction.

Capacity Analysis

Capacity analyses were conducted for this location utilizing the 2016 Build Traffic Volumes for the Peak AM and PM Hours. The results of these analyses are shown in the table in Appendix C.

As indicated in the table, acceptable Levels of Service “b” will occur. As such, no improvements are required at this location aside from the construction of the Site Driveway.

**SECTION 4 - CONCLUSIONS**

4.0 CONCLUSIONS

It is the considered professional opinion of TRC Engineers, Inc. that the minimal traffic associated with the proposed Project will not have an adverse impact upon the adjacent roadway network. Further, safe and efficient traffic operating conditions will be provided for through traffic as well as traffic destined to and from the site.

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APPENDIX A

LEVEL OF SERVICE STANDARDS

# 1. LEVEL OF SERVICE

## CONCEPT

The Highway Capacity Manual, published by the Transportation Research Board of the U.S. Government, established a system by which highway facilities are examined for their adequacy to handle traffic volumes. The terminology "Level of Service" is used to provide a "qualitative" evaluation based on certain "quantitative" calculations which are related to empirical values.

Intersection Capacity, Delay and resultant Levels of Service are dependent upon a number of factors, including the following:

- Area Type
- Intersection geometrics
- Traffic volumes
- Parking conditions
- Pedestrian activity
- Vehicle Mix
- Bus Stop location and activity
- Peak Hour Factor
- Traffic Signal operation, if applicable

## FACTORS

### SIGNALIZED INTERSECTIONS

Level of Service for Signalized Intersections is defined in terms of Delay, which is a measure of driver discomfort, frustration, fuel consumption, and loss of travel time. Specifically, Level of Service criteria are stated in terms of the Average Control Delay per vehicle for the peak 15-minute period within the hour analyzed.

Delay is a complex measure and is dependent upon a number of variables, including:

- Cycle length
- Ratio of Green time to Cycle length (G/C)

- Ratio of Volume to Capacity (V/C) for lane group or approach
- Traffic signal progression

UNSIGNALIZED INTERSECTIONS

Level of Service for Unsignalized Intersections is also defined in terms of Delay. The amount of Delay is based upon the availability of "gaps" in the mainline traffic stream and the acceptance of these gaps by motorists waiting on the side street to enter the main street traffic flow.

CRITERIA

The criteria for the various Level of Service designations are as follows:

	<b>SIGNALIZED</b>	<b>UNSIGNALIZED</b>
<b>LEVEL OF SERVICE</b>	<b>Average Control Delay per Vehicle (Seconds)</b>	<b>Average Control Delay per Vehicle (Seconds)</b>
A	10.0 or less	10.0 or less
B	10.1 to 20.0	10.1 to 15.0
C	20.1 to 35.0	15.1 to 25.0
D	35.1 to 55.0	25.1 to 35.0
E	55.1 to 80.0	35.1 to 50.0
F	80.1 or greater	50.1 or greater

DESCRIPTION

The following is a brief description of each of the six Level of Service designations as defined by the Highway Capacity Manual:

SIGNALIZED INTERSECTIONS

**LEVEL OF SERVICE A**

Average Control Delay - 10.0 secs. or less

Describes operations with very low delay. Occurs when progression is extremely favorable and most vehicles arrive during the Green Phase and do not stop at all. Short cycle lengths may also contribute to low delay.

## **LEVEL OF SERVICE B**

Average Control Delay - 10.1 to 20.0 secs.

Generally occurs with good progression and/or short cycle lengths. More vehicles stop than for Level of Service A, causing higher levels of average delay.

## **LEVEL OF SERVICE C**

Average Control Delay - 20.1 to 35.0 secs.

Higher delays may result from fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear at this Level of Service. The number of vehicles stopping is significant, although many still pass through the intersection without stopping.

## **LEVEL OF SERVICE D**

Average Control Delay - 35.1 to 55.0 secs.

The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high Volume/Capacity (V/C) Ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.

## **LEVEL OF SERVICE E**

Average Control Delay - 55.1 to 80.0 secs.

The limit of acceptable delay.

Higher delay values generally indicate poor progression, long cycle lengths, and high V/C Ratios. Individual cycle failures are frequent occurrences.

## **LEVEL OF SERVICE F**

Average Control Delay - in excess of 80.0 secs.

Unacceptable to most drivers.

Occurs with oversaturation, i.e., arrival flow rates exceed the capacity of the intersection. May also occur at high V/C Ratios below 1.0 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing factors.

## UNSIGNALIZED INTERSECTIONS

### **LEVEL OF SERVICE A**

Average Control Delay - 10.0 secs. or less

Operations with little or no delay to minor turning movements.

### **LEVEL OF SERVICE B**

Average Control Delay - 10.1 to 15.0 secs.

Operations with short delays on minor turning movements.

### **LEVEL OF SERVICE C**

Average Control Delay - 15.1 to 25.0 secs.

Operations with average delays on minor turning movements.

### **LEVEL OF SERVICE D**

Average Control Delay - 25.1 to 35.0 secs.

Operations with some delays on minor turning movements.

### **LEVEL OF SERVICE E**

Average Control Delay - 35.1 to 50.0 secs.

Operations with long delays on minor turning movements.

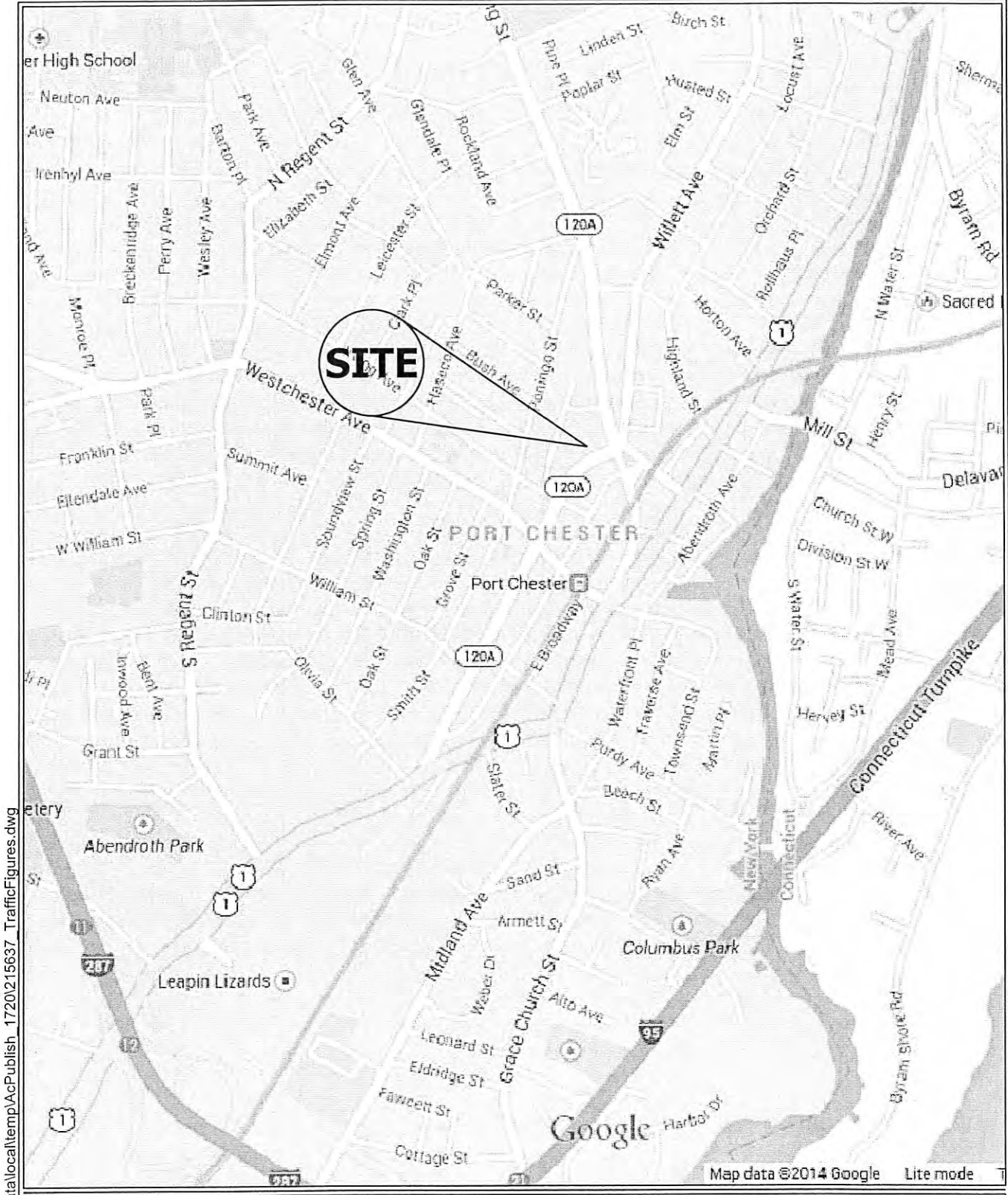
### **LEVEL OF SERVICE F**

Average Control Delay - In excess of 50.0 secs.

Operations where demand exceeds capacity. Very long delays with queuing may be experienced on the minor street approach.

APPENDIX B

FIGURES



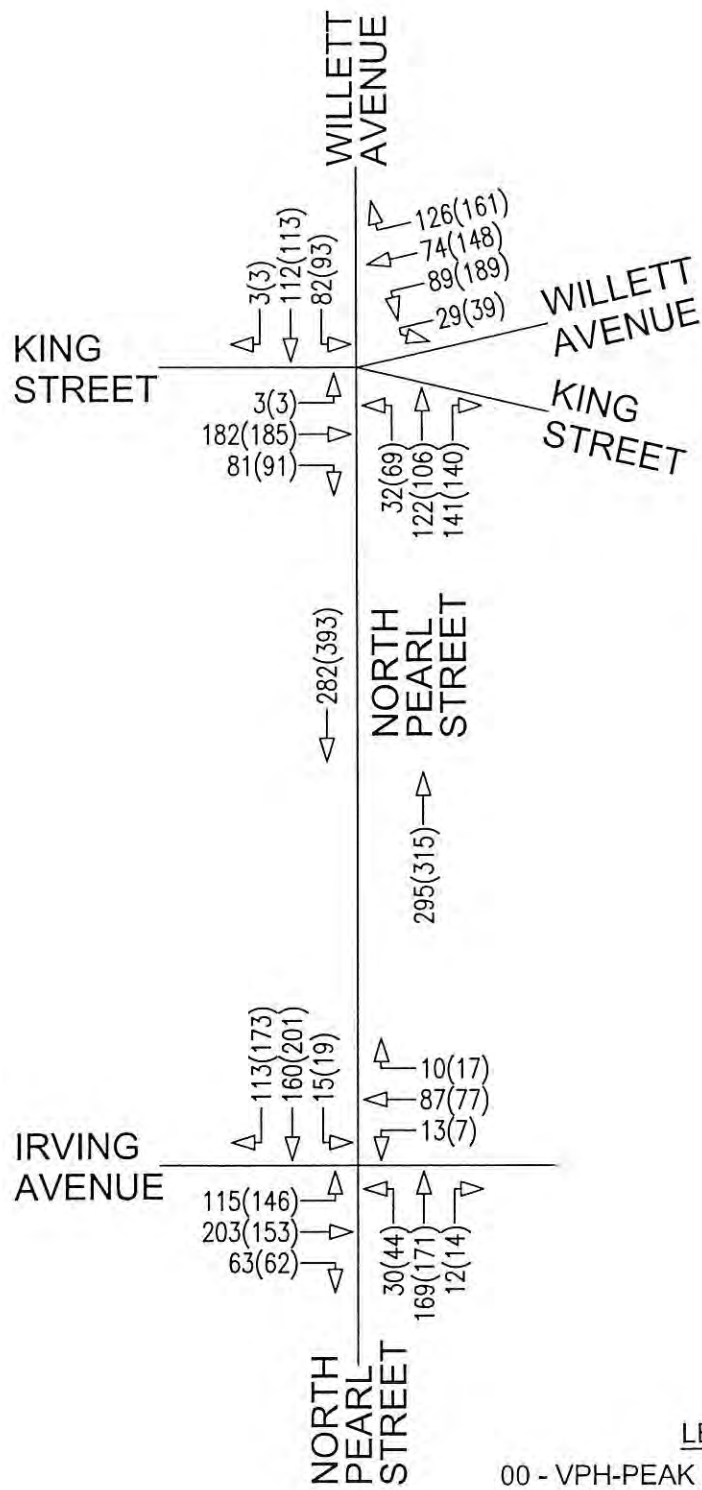
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Site Location Map  
 120 North Pearl Street  
 Port Chester, New York

Project No. 215637  
 Not To Scale  
 March 2014



**LEGEND**

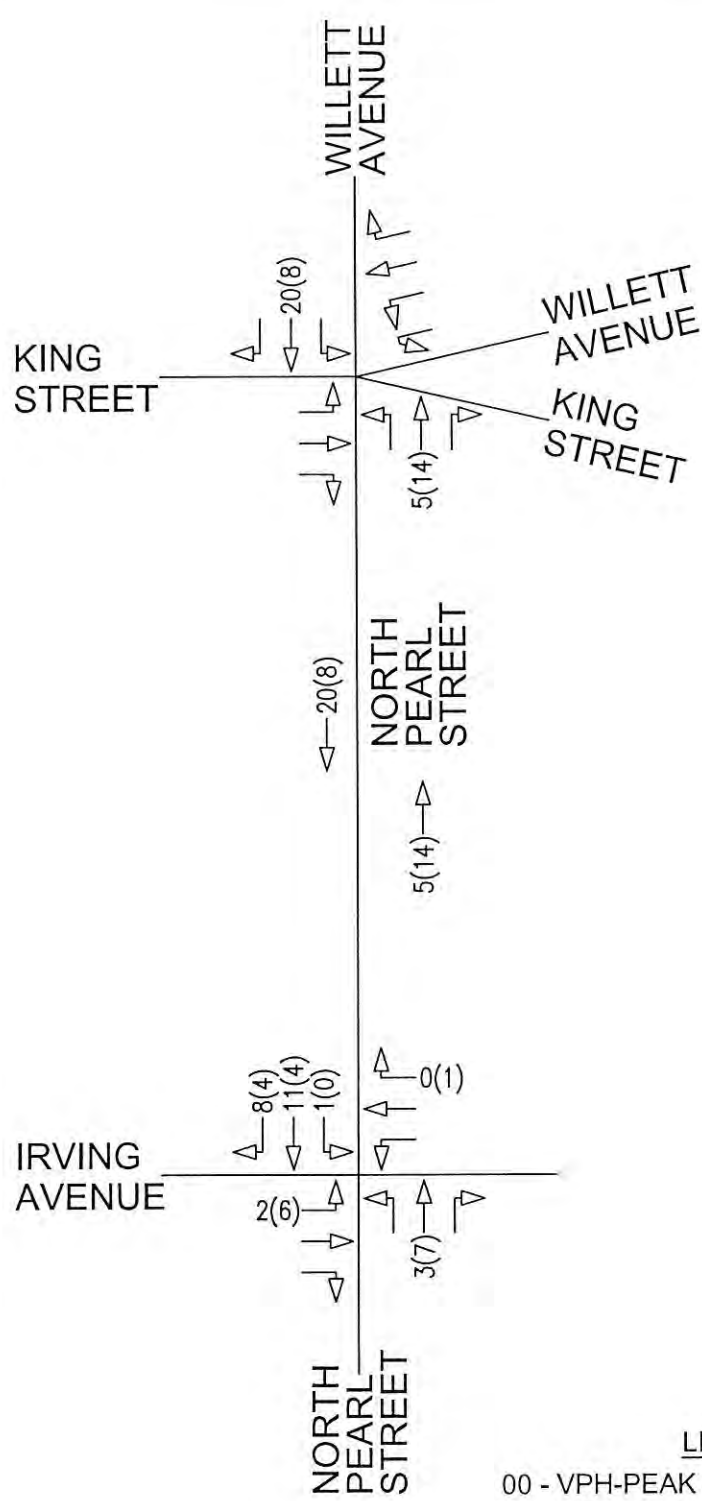
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2014 Existing Traffic Volumes  
 120 North Pearl Street  
 Port Chester, New York

Project No. 215637  
 Not To Scale  
 March 2014



**LEGEND**

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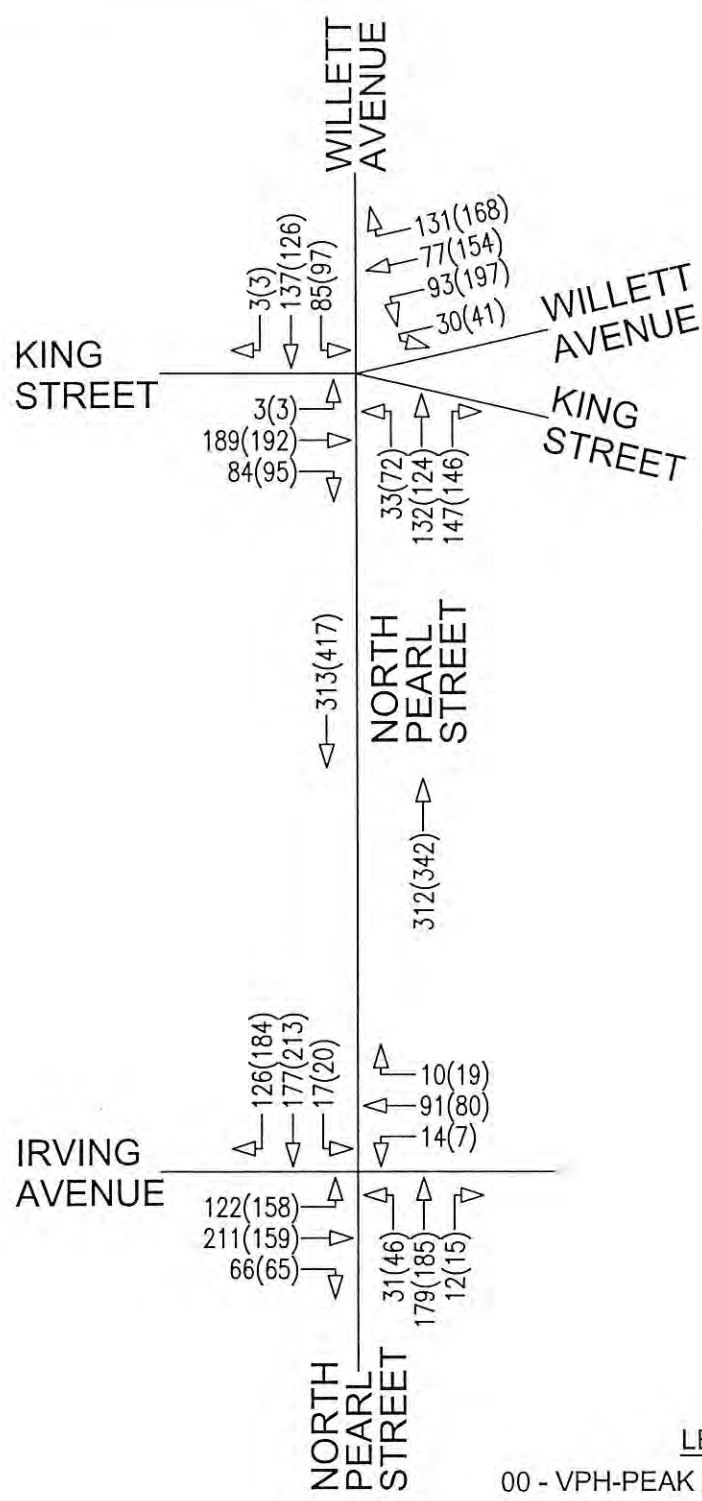
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Adjacent Development Traffic Volumes  
 120 North Pearl Street  
 Port Chester, New York

Project No. 215637  
 Not To Scale  
 March 2014



**LEGEND**

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- (00) - VPH-PEAK PM HOUR (4:30-5:30)

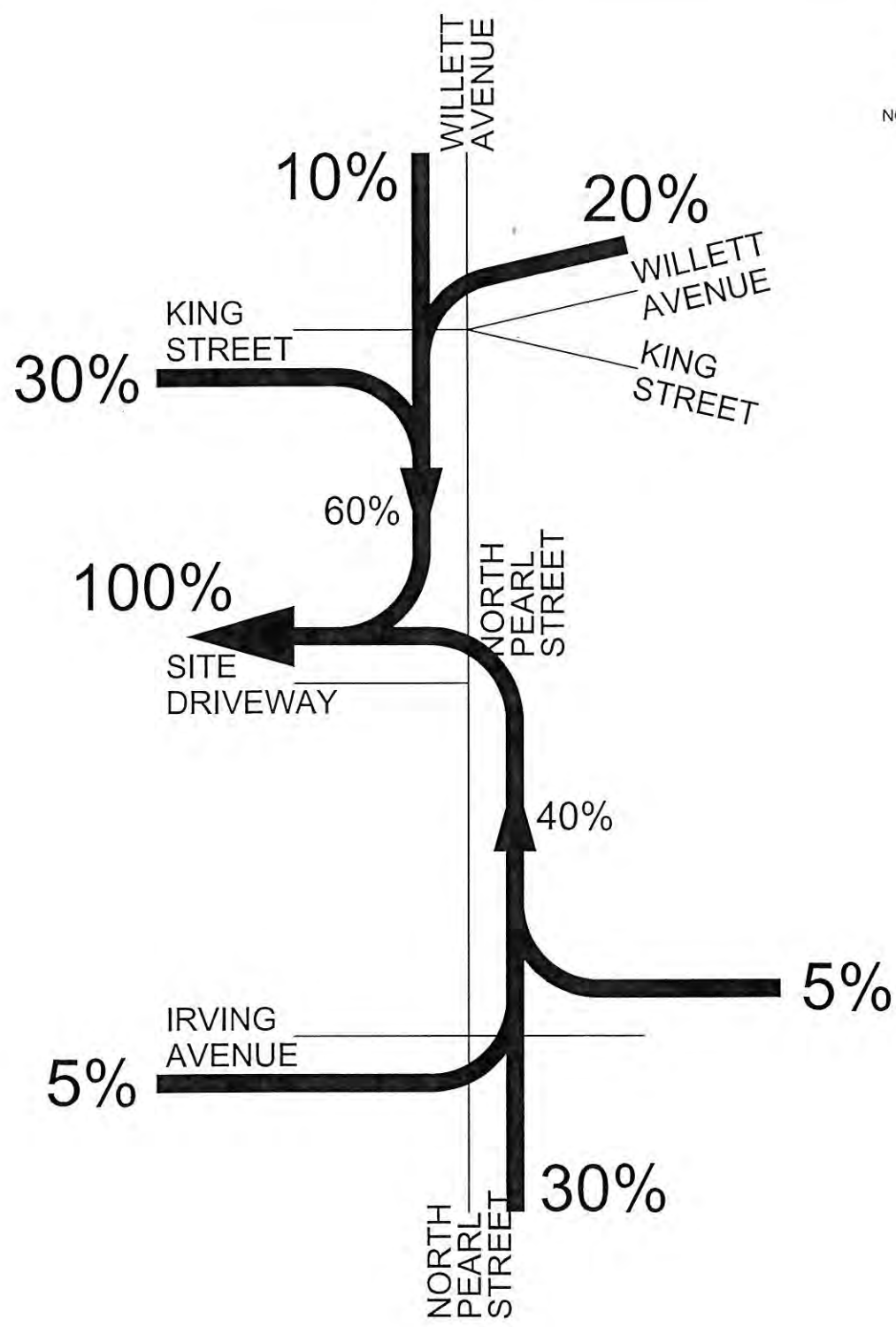
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2016 No-Build Traffic Volumes  
 120 North Pearl Street  
 Port Chester, New York

Project No. 215637  
 Not To Scale  
 March 2014



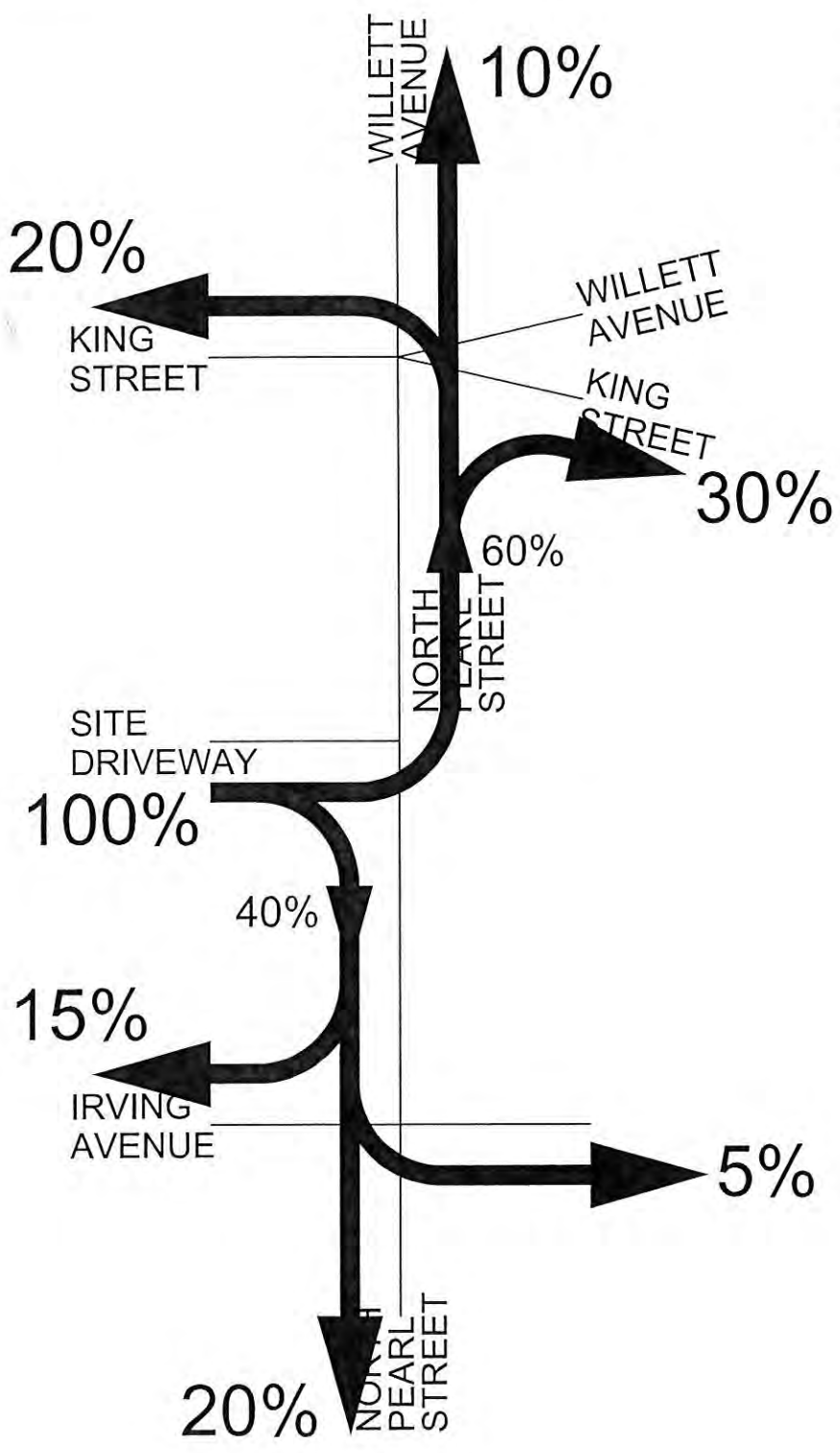
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Not To Scale  
March 2014

Arrival Distribution  
120 North Pearl Street  
Port Chester, New York



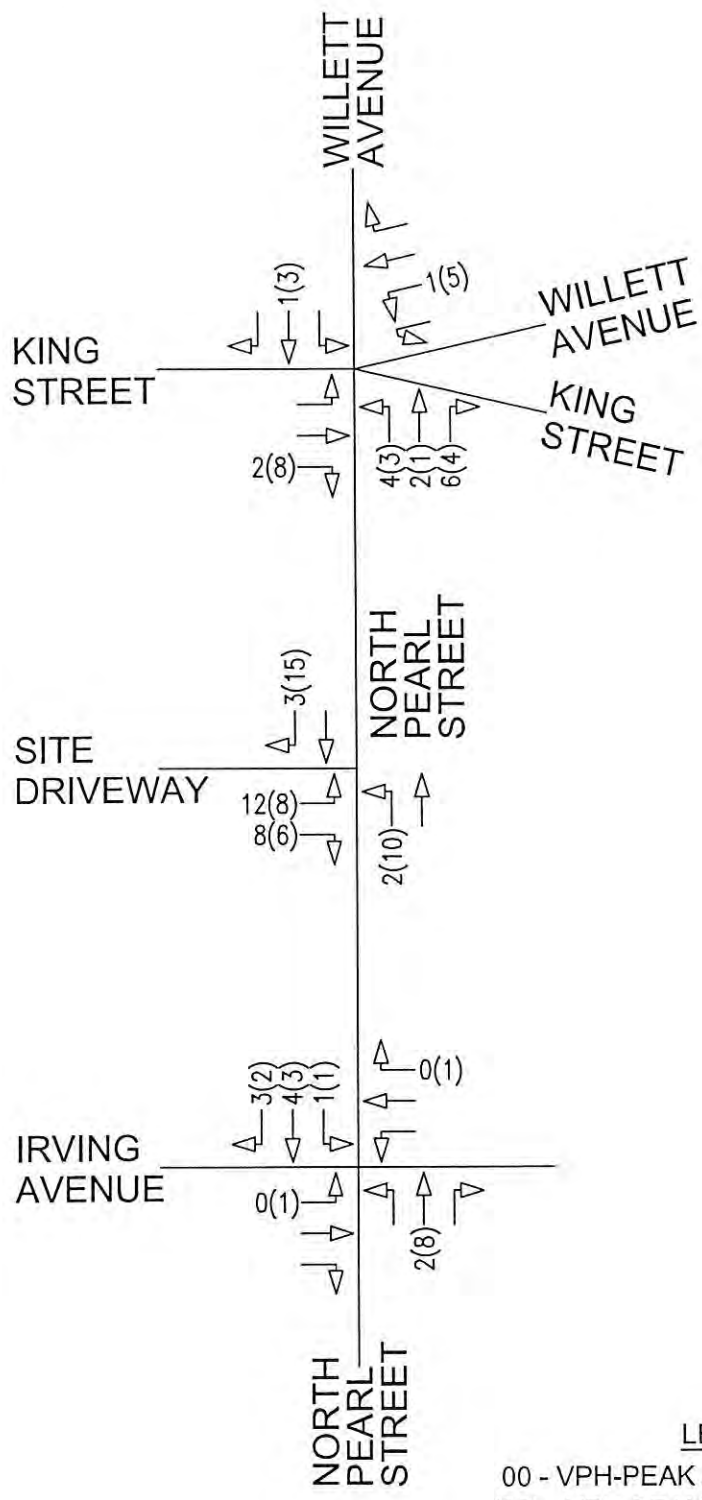
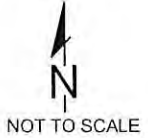
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Departure Distribution  
 120 North Pearl Street  
 Port Chester, New York

Project No. 215637  
 Not To Scale  
 March 2014



**LEGEND**

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 (00) - VPH-PEAK PM HOUR (4:30-5:30)

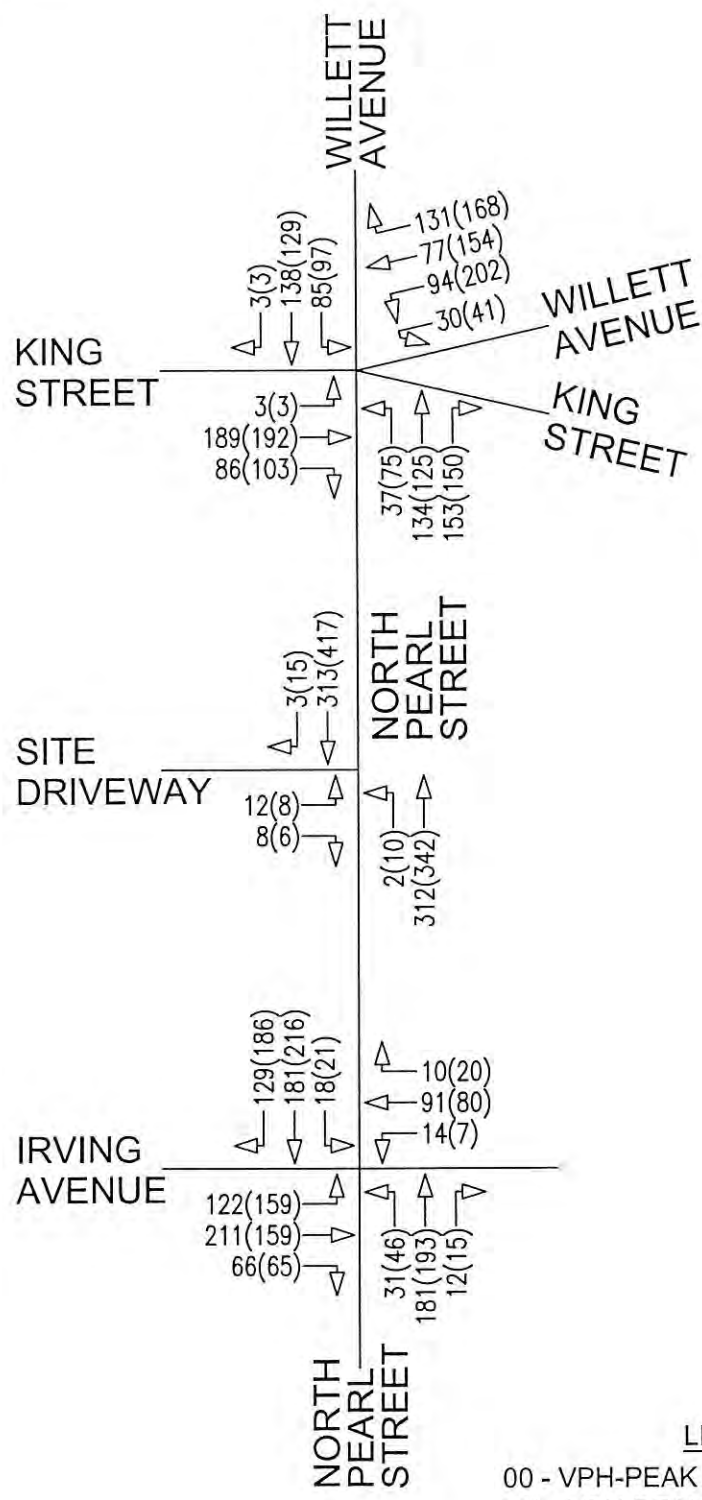
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Site Generated Traffic Volumes  
 120 North Pearl Street  
 Port Chester, New York

Project No. 215637  
 Not To Scale  
 March 2014



**LEGEND**

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 (00) - VPH-PEAK PM HOUR (4:30-5:30)

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2016 Build Traffic Volumes  
 120 North Pearl Street  
 Port Chester, New York

Project No. 215637  
 Not To Scale  
 March 2014

APPENDIX C

LEVEL OF SERVICE TABLES

Project: 120 North Pearl Street  
 Project #: 215637  
 Location: Port Chester, NY



TABLE NO. 1							
PEAK HOUR LEVEL OF SERVICE SUMMARY TABLE							
North Pearl Street & King Street/Willett Avenue							
APPROACH		PEAK AM HOUR			PEAK PM HOUR		
		2014 EXISTING	2016 NO-BUILD	2016 BUILD	2014 EXISTING	2016 NO-BUILD	2016 BUILD
		LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)
<b>North Pearl Street</b>							
NB	LT	D 50.4	D 50.9	D 51.2	D 51.4	D 52.9	D 53.3
	R	D 49.3	D 49.5	D 49.7	D 49.3	D 49.4	D 49.6
	<b>OVERALL</b>	<b>D</b> <b>50.0</b>	<b>D</b> <b>50.3</b>	<b>D</b> <b>50.6</b>	<b>D</b> <b>50.6</b>	<b>D</b> <b>51.7</b>	<b>D</b> <b>52.0</b>
SB	LT	D 52.8	E 55.4	E 55.5	D 53.9	E 55.6	E 55.9
	R	D 45.2	D 45.2	D 45.2	D 45.2	D 45.2	D 45.2
	<b>OVERALL</b>	<b>D</b> <b>52.7</b>	<b>E</b> <b>55.3</b>	<b>E</b> <b>55.4</b>	<b>D</b> <b>53.7</b>	<b>E</b> <b>55.4</b>	<b>E</b> <b>55.7</b>
<b>King Street/Willett Avenue</b>							
EB	LTR	E 63.8	E 66.3	E 66.8	E 67.7	E 71.6	E 75.5
WB	L	D 49.2	D 49.4	D 49.5	E 57.2	E 58.7	E 59.5
	T	D 47.4	D 47.5	D 47.5	D 50.1	D 50.3	D 50.3
	R	D 48.8	D 49.0	D 49.0	D 50.0	D 50.2	D 50.2
	<b>OVERALL</b>	<b>D</b> <b>48.6</b>	<b>D</b> <b>48.8</b>	<b>D</b> <b>48.8</b>	<b>D</b> <b>53.3</b>	<b>D</b> <b>54.2</b>	<b>D</b> <b>54.6</b>
<b>INTERSECTION</b>		<b>D</b> <b>53.8</b>	<b>E</b> <b>55.0</b>	<b>E</b> <b>55.2</b>	<b>E</b> <b>56.0</b>	<b>E</b> <b>57.6</b>	<b>E</b> <b>58.8</b>

Project: 120 North Pearl Street  
 Project #: 215637  
 Location: Port Chester, NY



TABLE NO. 2							
PEAK HOUR LEVEL OF SERVICE SUMMARY TABLE							
North Pearl Street & Irving Avenue							
APPROACH		PEAK AM HOUR			PEAK PM HOUR		
		2014 EXISTING	2016 NO-BUILD	2016 BUILD	2014 EXISTING	2016 NO-BUILD	2016 BUILD
		LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)	LOS DELAY (sec)
<b>North Pearl Street</b>							
NB	LTR	B 13.9	B 14.0	B 14.1	B 14.3	B 14.6	B 14.8
SB	LTR	B 15.4	B 16.1	B 16.3	B 18.1	B 18.9	B 19.1
<b>Irvington Avenue</b>							
EB	LTR	B 18.0	B 18.6	B 18.6	B 17.8	B 18.6	B 18.7
WB	LTR	B 12.5	B 12.5	B 12.5	B 12.4	B 12.4	B 12.5
<b>INTERSECTION</b>		<b>B 15.7</b>	<b>B 16.2</b>	<b>B 16.3</b>	<b>B 16.7</b>	<b>B 17.3</b>	<b>B 17.4</b>

Project: 120 North Pearl Street  
 Project #: 215637  
 Location: Port Chester, NY



TABLE NO. 3			
PEAK HOUR LEVEL OF SERVICE SUMMARY TABLE			
North Pearl Street & Site Driveway			
APPROACH		PEAK AM HOUR	PEAK PM HOUR
		2016 BUILD	2016 BUILD
		LOS DELAY (sec)	LOS DELAY (sec)
<b>North Pearl Street</b>			
NB	LT	a 8.0	a 8.3
<b>Site Driveway</b>			
EB	LR	b 12.6	b 14.1

APPENDIX D

CAPACITY ANALYSIS

HCS+: Signalized Intersections Release 5.5

Analyst: ST-C-EX-AM Inter.: Pearl & Willett/King  
 Agency: TRC Engineers, Inc. Area Type: All other areas  
 Date: 3/12/2014 Jurisd: Port Chester, NY  
 Period: Peak AM Hour Year : 2014 Existing  
 Project ID: 215637 - 120 North Pearl Street, Port Chester, NY  
 E/W St: Willett Avenue/King Street N/S St: North Pearl Street

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0	1	0	1	1	1	0	1	1	0	1	1
LGConfig	LTR			L	T	R	LT R			LT R		
Volume	3	182	81	118	74	126	32	122	141	82	112	3
Lane Width	12.0			12.0	12.0	12.0	12.0 12.0			12.0 12.0		
RTOR Vol	0			32			35			0		

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left		A			NB Left	A		
Thru		A			Thru	A		
Right		A			Right	A		
Peds					Peds			
WB Left			A		SB Left		A	
Thru			A		Thru		A	
Right			A		Right		A	
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green	30.0	30.0	0.0		30.0	30.0	0.0	
Yellow	4.0	4.0			4.0	4.0		
All Red	2.0	2.0			2.0	2.0		

Cycle Length: 144.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
<b>Eastbound</b>								
LTR	372	1785	0.78	0.21	63.8	E	63.8	E
<b>Westbound</b>								
L	369	1770	0.35	0.21	49.2	D		
T	388	1863	0.21	0.21	47.4	D	48.6	D
R	330	1583	0.31	0.21	48.8	D		
<b>Northbound</b>								
LT	384	1844	0.44	0.21	50.4	D	50.0	D
R	330	1583	0.35	0.21	49.3	D		
<b>Southbound</b>								
LT	380	1824	0.56	0.21	52.8	D	52.7	D
R	330	1583	0.01	0.21	45.2	D		

Intersection Delay = 53.8 (sec/veh) Intersection LOS = D

HCS+: Signalized Intersections Release 5.5

Analyst: ST-C-NB-AM Inter.: Pearl & Willett/King  
 Agency: TRC Engineers, Inc. Area Type: All other areas  
 Date: 3/12/2014 Jurisd: Port Chester, NY  
 Period: Peak AM Hour Year : 2016 No-Build  
 Project ID: 215637 - 120 North Pearl Street, Port Chester, NY  
 E/W St: Willett Avenue/King Street N/S St: North Pearl Street

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0	1	0	1	1	1	0	1	1	0	1	1
LGConfig	LTR			L	T	R	LT R			LT R		
Volume	3	189	84	123	77	131	33	132	147	85	137	3
Lane Width	12.0			12.0	12.0	12.0	12.0 12.0			12.0 12.0		
RTOR Vol	0			33			37			0		

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A		
Thru	A				Thru	A		
Right	A				Right	A		
Peds					Peds			
WB Left		A			SB Left		A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green	30.0	30.0	0.0		30.0	30.0	0.0	
Yellow	4.0	4.0			4.0	4.0		
All Red	2.0	2.0			2.0	2.0		

Cycle Length: 144.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
LTR	372	1785	0.80	0.21	66.3	E	66.3	E
Westbound								
L	369	1770	0.36	0.21	49.4	D		
T	388	1863	0.22	0.21	47.5	D	48.8	D
R	330	1583	0.32	0.21	49.0	D		
Northbound								
LT	384	1844	0.47	0.21	50.9	D	50.3	D
R	330	1583	0.36	0.21	49.5	D		
Southbound								
LT	381	1828	0.63	0.21	55.4	E	55.3	E
R	330	1583	0.01	0.21	45.2	D		

Intersection Delay = 55.0+ (sec/veh) Intersection LOS = E

HCS+: Signalized Intersections Release 5.5

Analyst: ST-C-BU-AM Inter.: Pearl & Willett/King  
 Agency: TRC Engineers, Inc. Area Type: All other areas  
 Date: 3/12/2014 Jurisd: Port Chester, NY  
 Period: Peak AM Hour Year : 2016 Build  
 Project ID: 215637 - 120 North Pearl Street, Port Chester, NY  
 E/W St: Willett Avenue/King Street N/S St: North Pearl Street

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0	1	0	1	1	1	0	1	1	0	1	1
LGConfig	LTR			L	T	R	LT R			LT R		
Volume	3	189	86	124	77	131	37	134	153	85	138	3
Lane Width	12.0			12.0	12.0	12.0	12.0 12.0			12.0 12.0		
RTOR Vol	0			33			38			0		

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A		
Thru	A				Thru	A		
Right	A				Right	A		
Peds					Peds			
WB Left		A			SB Left		A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green	30.0	30.0	0.0		30.0	30.0	0.0	
Yellow	4.0	4.0			4.0	4.0		
All Red	2.0	2.0			2.0	2.0		

Cycle Length: 144.0 secs

Intersection Performance Summary

Appr/Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
<b>Eastbound</b>								
LTR	372	1784	0.81	0.21	66.8	E	66.8	E
<b>Westbound</b>								
L	369	1770	0.37	0.21	49.5	D		
T	388	1863	0.22	0.21	47.5	D	48.8	D
R	330	1583	0.32	0.21	49.0	D		
<b>Northbound</b>								
LT	384	1843	0.48	0.21	51.2	D	50.6	D
R	330	1583	0.38	0.21	49.7	D		
<b>Southbound</b>								
LT	381	1828	0.64	0.21	55.5	E	55.4	E
R	330	1583	0.01	0.21	45.2	D		

Intersection Delay = 55.2 (sec/veh) Intersection LOS = E

HCS+: Signalized Intersections Release 5.5

Analyst: ST-C-EX-PM Inter.: Pearl & Willett/King  
 Agency: TRC Engineers, Inc. Area Type: All other areas  
 Date: 3/12/2014 Jurisd: Port Chester, NY  
 Period: Peak PM Hour Year : 2014 Existing  
 Project ID: 215637 - 120 North Pearl Street, Port Chester, NY  
 E/W St: Willett Avenue/King Street N/S St: North Pearl Street

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0	1	0	1	1	1	0	1	1	0	1	1
LGConfig	LTR			L	T	R	LT R			LT R		
Volume	3	185	91	228	148	161	69	106	140	93	113	3
Lane Width	12.0			12.0	12.0	12.0	12.0 12.0			12.0 12.0		
RTOR Vol	0			40			35			0		

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A		
Thru	A				Thru	A		
Right	A				Right	A		
Peds					Peds			
WB Left		A			SB Left		A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green	30.0	30.0	0.0		30.0	30.0	0.0	
Yellow	4.0	4.0			4.0	4.0		
All Red	2.0	2.0			2.0	2.0		

Cycle Length: 144.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
LTR	371	1780	0.82	0.21	67.7	E	67.7	E
Westbound								
L	369	1770	0.67	0.21	57.2	E		
T	388	1863	0.41	0.21	50.1	D	53.3	D
R	330	1583	0.40	0.21	50.0	D		
Northbound								
LT	381	1827	0.50	0.21	51.4	D	50.6	D
R	330	1583	0.35	0.21	49.3	D		
Southbound								
LT	380	1822	0.59	0.21	53.9	D	53.7	D
R	330	1583	0.01	0.21	45.2	D		

Intersection Delay = 56.0 (sec/veh) Intersection LOS = E

HCS+: Signalized Intersections Release 5.5

Analyst: ST-C-NB-PM Inter.: Pearl & Willett/King  
 Agency: TRC Engineers, Inc. Area Type: All other areas  
 Date: 3/12/2014 Jurisd: Port Chester, NY  
 Period: Peak PM Hour Year : 2016 No-Build  
 Project ID: 215637 - 120 North Pearl Street, Port Chester, NY  
 E/W St: Willett Avenue/King Street N/S St: North Pearl Street

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0	1	0	1	1	1	0	1	1	0	1	1
LGConfig	LTR			L	T	R	LT R			LT R		
Volume	3	192	95	238	154	168	72	124	146	97	126	3
Lane Width	12.0			12.0	12.0	12.0	12.0 12.0			12.0 12.0		
RTOR Vol	0			42			37			0		

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A		
Thru	A				Thru	A		
Right	A				Right	A		
Peds					Peds			
WB Left		A			SB Left		A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green	30.0	30.0	0.0		30.0	30.0	0.0	
Yellow	4.0	4.0			4.0	4.0		
All Red	2.0	2.0			2.0	2.0		

Cycle Length: 144.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
LTR	371	1780	0.85	0.21	71.6	E	71.6	E
Westbound								
L	369	1770	0.70	0.21	58.7	E		
T	388	1863	0.43	0.21	50.3	D	54.2	D
R	330	1583	0.42	0.21	50.2	D		
Northbound								
LT	381	1829	0.56	0.21	52.9	D	51.7	D
R	330	1583	0.36	0.21	49.4	D		
Southbound								
LT	380	1823	0.64	0.21	55.6	E	55.4	E
R	330	1583	0.01	0.21	45.2	D		

Intersection Delay = 57.6 (sec/veh) Intersection LOS = E

HCS+: Signalized Intersections Release 5.5

Analyst: ST-C-BU-PM Inter.: Pearl & Willett/King  
 Agency: TRC Engineers, Inc. Area Type: All other areas  
 Date: 3/12/2014 Jurisd: Port Chester, NY  
 Period: Peak PM Hour Year : 2016 Build  
 Project ID: 215637 - 120 North Pearl Street, Port Chester, NY  
 E/W St: Willett Avenue/King Street N/S St: North Pearl Street

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	0	1	0	1	1	1	0	1	1	0	1	1
LGConfig	LTR			L	T	R	LT R			LT R		
Volume	3	192	103	243	154	168	75	125	150	97	129	3
Lane Width	12.0			12.0	12.0	12.0	12.0 12.0			12.0 12.0		
RTOR Vol	0			42			38			0		

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A		
Thru	A				Thru	A		
Right	A				Right	A		
Peds					Peds			
WB Left		A			SB Left		A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green	30.0	30.0	0.0		30.0	30.0	0.0	
Yellow	4.0	4.0			4.0	4.0		
All Red	2.0	2.0			2.0	2.0		

Cycle Length: 144.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS

Eastbound

LTR 370 1775 0.88 0.21 75.5 E 75.5 E

Westbound

L 369 1770 0.72 0.21 59.5 E  
 T 388 1863 0.43 0.21 50.3 D 54.6 D  
 R 330 1583 0.42 0.21 50.2 D

Northbound

LT 381 1828 0.57 0.21 53.3 D 52.0 D  
 R 330 1583 0.37 0.21 49.6 D

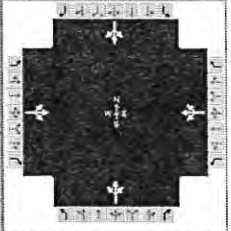
Southbound

LT 380 1824 0.64 0.21 55.9 E 55.7 E  
 R 330 1583 0.01 0.21 45.2 D

Intersection Delay = 58.8 (sec/veh) Intersection LOS = E

## HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TRC Engineers, Inc.			Duration, h	0.25
Analyst	ST-A-EX-AM	Analysis Date	Mar 12, 2014	Area Type	Other
Jurisdiction	Port Chester, NY	Time Period	Peak AM Hour	PHF	0.92
Intersection	Irving Avenue	Analysis Year	2014 Existing	Analysis Period	1> 7:45
File Name	A-EX-AM.xus				
Project Description	215637 - 120 North Pearl Street, Port Chester, NY				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	115	203	63	13	87	10	30	169	12	15	160	113

Signal Information				Signal Timing (s)													
Cycle, s	64.0	Reference Phase	2	Green	26.0	26.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	Yes	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On														

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		32.0		32.0		32.0		32.0
Change Period, (Y+R <sub>c</sub> ), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		3.3		3.3		3.3		3.3
Queue Clearance Time (g <sub>s</sub> ), s		14.5		4.7		7.4		10.3
Green Extension Time (g <sub>e</sub> ), s		1.0		1.2		1.1		1.1
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.01		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	414			120			229			313		
Adjusted Saturation Flow Rate (s), veh/h/ln	1632			1760			1741			1721		
Queue Service Time (g <sub>s</sub> ), s	8.3			0.0			0.0			0.0		
Cycle Queue Clearance Time (g <sub>c</sub> ), s	12.5			2.7			5.4			8.3		
Green Ratio (g/C)	0.41			0.41			0.41			0.41		
Capacity (c), veh/h	736			778			772			758		
Volume-to-Capacity Ratio (X)	0.562			0.154			0.297			0.413		
Available Capacity (c <sub>a</sub> ), veh/h	736			778			772			758		
Back of Queue (Q), veh/ln (95th percentile)	8.6			2.0			4.1			6.0		
Queue Storage Ratio (RQ) (95th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d <sub>1</sub> ), s/veh	14.9			12.1			12.9			13.8		
Incremental Delay (d <sub>2</sub> ), s/veh	3.1			0.4			1.0			1.7		
Initial Queue Delay (d <sub>3</sub> ), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	18.0			12.5			13.9			15.4		
Level of Service (LOS)	B			B			B			B		
Approach Delay, s/veh / LOS	18.0	B		12.5	B		13.9	B		15.4	B	
Intersection Delay, s/veh / LOS	15.7						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.1	B	2.1	B	2.1	B	2.1	B
Bicycle LOS Score / LOS	1.2	A	0.7	A	0.9	A	1.0	A

## HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TRC Engineers, Inc.			Duration, h	0.25
Analyst	ST-A-NB-AM	Analysis Date	Mar 12, 2014	Area Type	Other
Jurisdiction	Port Chester, NY	Time Period	Peak AM Hour	PHF	0.92
Intersection	Irving Avenue	Analysis Year	2016 No-Build	Analysis Period	1> 7:45
File Name	A-NB-AM.xus				
Project Description	215637 - 120 North Pearl Street, Port Chester, NY				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	122	211	66	14	91	10	31	179	12	17	177	126

Signal Information				Signal Phases								
Cycle, s	64.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
Green	26.0	26.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

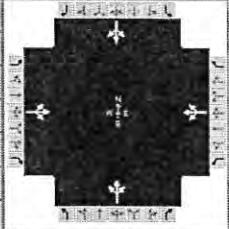
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		32.0		32.0		32.0		32.0
Change Period, (Y+R <sub>c</sub> ), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		3.3		3.3		3.3		3.3
Queue Clearance Time (g <sub>s</sub> ), s		15.5		4.8		7.7		11.5
Green Extension Time (g <sub>e</sub> ), s		1.0		1.2		1.3		1.2
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.03		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	434			125			241			348		
Adjusted Saturation Flow Rate (s), veh/h/ln	1625			1764			1738			1718		
Queue Service Time (g <sub>s</sub> ), s	9.5			0.0			0.0			0.0		
Cycle Queue Clearance Time (g <sub>c</sub> ), s	13.5			2.8			5.7			9.5		
Green Ratio (g/C)	0.41			0.41			0.41			0.41		
Capacity (c), veh/h	734			780			770			757		
Volume-to-Capacity Ratio (X)	0.591			0.160			0.313			0.459		
Available Capacity (c <sub>a</sub> ), veh/h	734			780			770			757		
Back of Queue (Q), veh/ln (95th percentile)	9.1			2.1			4.3			6.9		
Queue Storage Ratio (RQ) (95th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d <sub>1</sub> ), s/veh	15.1			12.1			13.0			14.1		
Incremental Delay (d <sub>2</sub> ), s/veh	3.5			0.4			1.1			2.0		
Initial Queue Delay (d <sub>3</sub> ), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	18.6			12.5			14.0			16.1		
Level of Service (LOS)	B			B			B			B		
Approach Delay, s/veh / LOS	18.6	B		12.5	B		14.0	B		16.1	B	
Intersection Delay, s/veh / LOS	16.2						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.1	B	2.1	B	2.1	B	2.1	B
Bicycle LOS Score / LOS	1.2	A	0.7	A	0.9	A	1.1	A

## HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TRC Engineers, Inc.			Duration, h	0.25
Analyst	ST-A-BU-AM	Analysis Date	Mar 12, 2014	Area Type	Other
Jurisdiction	Port Chester, NY	Time Period	Peak AM Hour	PHF	0.92
Intersection	Irving Avenue	Analysis Year	2016 Build	Analysis Period	1> 7:45
File Name	A-BU-AM.xus				
Project Description	215637 - 120 North Pearl Street, Port Chester, NY				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	122	211	66	14	91	10	31	181	12	18	181	129

Signal Information				EB		WB		NB		SB	
Cycle, s	64.0	Reference Phase	2	↓	↑	←	→	↓	↑	←	→
Offset, s	0	Reference Point	End	Green	26.0	26.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0

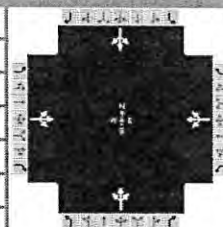
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		32.0		32.0		32.0		32.0
Change Period, (Y+R <sub>c</sub> ), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		3.3		3.3		3.3		3.3
Queue Clearance Time (g <sub>s</sub> ), s		15.5		4.8		7.8		11.8
Green Extension Time (g <sub>e</sub> ), s		1.0		1.2		1.3		1.2
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.03		0.00		0.00		0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	434			125			243			357		
Adjusted Saturation Flow Rate (s), veh/h/ln	1625			1764			1738			1717		
Queue Service Time (g <sub>s</sub> ), s	9.5			0.0			0.0			0.0		
Cycle Queue Clearance Time (g <sub>c</sub> ), s	13.5			2.8			5.8			9.8		
Green Ratio (g/C)	0.41			0.41			0.41			0.41		
Capacity (c), veh/h	734			780			770			757		
Volume-to-Capacity Ratio (X)	0.591			0.160			0.316			0.471		
Available Capacity (c <sub>a</sub> ), veh/h	734			780			770			757		
Back of Queue (Q), veh/ln (95th percentile)	9.1			2.1			4.4			7.2		
Queue Storage Ratio (RQ) (95th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d <sub>1</sub> ), s/veh	15.1			12.1			13.0			14.2		
Incremental Delay (d <sub>2</sub> ), s/veh	3.5			0.4			1.1			2.1		
Initial Queue Delay (d <sub>3</sub> ), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	18.6			12.5			14.1			16.3		
Level of Service (LOS)	B			B			B			B		
Approach Delay, s/veh / LOS	18.6	B		12.5	B		14.1	B		16.3	B	
Intersection Delay, s/veh / LOS	16.3						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.1	B	2.1	B	2.1	B	2.1	B
Bicycle LOS Score / LOS	1.2	A	0.7	A	0.9	A	1.1	A

## HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TRC Engineers, Inc.			Duration, h	0.25
Analyst	ST-A-EX-PM	Analysis Date	Mar 12, 2014	Area Type	Other
Jurisdiction	Port Chester, NY	Time Period	Peak PM Hour	PHF	0.92
Intersection	Irving Avenue	Analysis Year	2014 Existing	Analysis Period	1> 4:30
File Name	A-EX-PM.xus				
Project Description	215637 - 120 North Pearl Street, Port Chester, NY				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	146	153	62	7	77	17	44	171	14	19	201	173

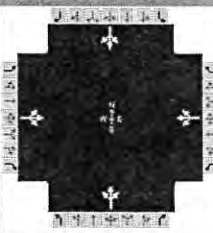
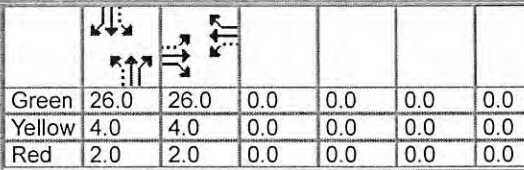
Signal Information												
Cycle, s	64.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
Green	26.0	26.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		32.0		32.0		32.0		32.0
Change Period, (Y+R <sub>c</sub> ), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		3.3		3.3		3.4		3.4
Queue Clearance Time (g <sub>s</sub> ), s		14.3		4.5		7.9		14.5
Green Extension Time (g <sub>e</sub> ), s		0.9		1.1		1.5		1.4
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.01		0.00		0.00		0.03

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	392			110			249			427		
Adjusted Saturation Flow Rate (s), veh/h/ln	1568			1780			1642			1706		
Queue Service Time (g <sub>s</sub> ), s	9.4			0.0			0.0			0.0		
Cycle Queue Clearance Time (g <sub>c</sub> ), s	12.3			2.5			5.9			12.5		
Green Ratio (g/C)	0.41			0.41			0.41			0.41		
Capacity (c), veh/h	716			783			734			752		
Volume-to-Capacity Ratio (X)	0.548			0.140			0.339			0.568		
Available Capacity (c <sub>a</sub> ), veh/h	716			783			734			752		
Back of Queue (Q), veh/ln (95th percentile)	8.2			1.8			4.5			8.8		
Queue Storage Ratio (RQ) (95th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d <sub>1</sub> ), s/veh	14.8			12.0			13.0			15.0		
Incremental Delay (d <sub>2</sub> ), s/veh	3.0			0.4			1.3			3.1		
Initial Queue Delay (d <sub>3</sub> ), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	17.8			12.4			14.3			18.1		
Level of Service (LOS)	B			B			B			B		
Approach Delay, s/veh / LOS	17.8	B		12.4	B		14.3	B		18.1	B	
Intersection Delay, s/veh / LOS	16.7						B					

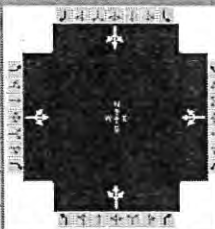
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.1	B	2.1	B	2.1	B	2.1	B
Bicycle LOS Score / LOS	1.1	A	0.7	A	0.9	A	1.2	A

## HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information															
Agency	TRC Engineers, Inc.			Duration, h	0.25														
Analyst	ST-A-NB-PM	Analysis Date	Mar 12, 2014	Area Type	Other														
Jurisdiction	Port Chester, NY	Time Period	Peak PM Hour	PHF	0.92														
Intersection	Irving Avenue	Analysis Year	2016 No-Build	Analysis Period	1> 4:30														
File Name	A-NB-PM.xus																		
Project Description	215637 - 120 North Pearl Street, Port Chester, NY																		
Demand Information				EB			WB			NB			SB						
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R				
Demand (v), veh/h				158	159	65	7	80	19	46	185	15	20	213	184				
Signal Information								1		2		3		4					
Cycle, s	64.0	Reference Phase	2					5		6		7		8					
Offset, s	0	Reference Point	End					Green		Yellow		Red		Red					
Uncoordinated	Yes	Simult. Gap E/W	On					26.0		26.0		0.0		0.0					
Force Mode	Fixed	Simult. Gap N/S	On					4.0		4.0		0.0		0.0					
				2.0		2.0		0.0		0.0									
Timer Results				EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT	
Assigned Phase						4				8				2				6	
Case Number						8.0				8.0				8.0				8.0	
Phase Duration, s						32.0				32.0				32.0				32.0	
Change Period, (Y+R <sub>c</sub> ), s						6.0				6.0				6.0				6.0	
Max Allow Headway (MAH), s						3.3				3.3				3.4				3.4	
Queue Clearance Time (g <sub>s</sub> ), s						15.5				4.6				8.5				15.5	
Green Extension Time (g <sub>e</sub> ), s						1.0				1.2				1.6				1.4	
Phase Call Probability						1.00				1.00				1.00				1.00	
Max Out Probability						0.02				0.00				0.00				0.06	
Movement Group Results				EB			WB			NB			SB						
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R				
Assigned Movement				7	4	14	3	8	18	5	2	12	1	6	16				
Adjusted Flow Rate (v), veh/h				415			115			267			453						
Adjusted Saturation Flow Rate (s), veh/h/ln				1556			1779			1624			1705						
Queue Service Time (g <sub>s</sub> ), s				10.9			0.0			0.0			0.0						
Cycle Queue Clearance Time (g <sub>c</sub> ), s				13.5			2.6			6.5			13.5						
Green Ratio (g/C)				0.41			0.41			0.41			0.41						
Capacity (c), veh/h				712			783			727			752						
Volume-to-Capacity Ratio (X)				0.583			0.147			0.368			0.603						
Available Capacity (c <sub>a</sub> ), veh/h				712			783			727			752						
Back of Queue (Q), veh/ln (95th percentile)				8.8			1.9			5.0			9.5						
Queue Storage Ratio (RQ) (95th percentile)				0.00			0.00			0.00			0.00						
Uniform Delay (d <sub>1</sub> ), s/veh				15.1			12.1			13.2			15.3						
Incremental Delay (d <sub>2</sub> ), s/veh				3.5			0.4			1.4			3.6						
Initial Queue Delay (d <sub>3</sub> ), s/veh				0.0			0.0			0.0			0.0						
Control Delay (d), s/veh				18.6			12.4			14.6			18.9						
Level of Service (LOS)				B			B			B			B						
Approach Delay, s/veh / LOS				18.6	B	12.4	B	14.6	B	18.9	B								
Intersection Delay, s/veh / LOS				17.3						B									
Multimodal Results				EB			WB			NB			SB						
Pedestrian LOS Score / LOS				2.1	B	2.1	B	2.1	B	2.1	B								
Bicycle LOS Score / LOS				1.2	A	0.7	A	0.9	A	1.2	A								

## HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	TRC Engineers, Inc.			Duration, h	0.25
Analyst	ST-A-BU-PM	Analysis Date	Mar 12, 2014	Area Type	Other
Jurisdiction	Port Chester, NY	Time Period	Peak PM Hour	PHF	0.92
Intersection	Irving Avenue	Analysis Year	2016 Build	Analysis Period	1> 4:30
File Name	A-BU-PM.xus				
Project Description	215637 - 120 North Pearl Street, Port Chester, NY				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	159	159	65	7	80	20	46	193	15	21	216	186

Signal Information				Signal Timing (s)													
Cycle, s	64.0	Reference Phase	2	Green	26.0	26.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	Yes	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On														

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		32.0		32.0		32.0		32.0
Change Period, (Y+Rc), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		3.3		3.3		3.4		3.4
Queue Clearance Time (qs), s		15.6		4.6		8.7		15.8
Green Extension Time (ge), s		1.0		1.2		1.7		1.5
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.02		0.00		0.00		0.07

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	416			116			276			460		
Adjusted Saturation Flow Rate (s), veh/h/ln	1556			1777			1632			1704		
Queue Service Time (gs), s	11.0			0.0			0.0			0.0		
Cycle Queue Clearance Time (gc), s	13.6			2.6			6.7			13.8		
Green Ratio (g/C)	0.41			0.41			0.41			0.41		
Capacity (c), veh/h	712			782			730			751		
Volume-to-Capacity Ratio (X)	0.585			0.149			0.378			0.612		
Available Capacity (ca), veh/h	712			782			730			751		
Back of Queue (Q), veh/ln (95th percentile)	8.8			1.9			5.2			9.6		
Queue Storage Ratio (RQ) (95th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d1), s/veh	15.2			12.1			13.3			15.4		
Incremental Delay (d2), s/veh	3.5			0.4			1.5			3.7		
Initial Queue Delay (d3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	18.7			12.5			14.8			19.1		
Level of Service (LOS)	B			B			B			B		
Approach Delay, s/veh / LOS	18.7	B	12.5	B	14.8	B	19.1	B				
Intersection Delay, s/veh / LOS	17.4 B											

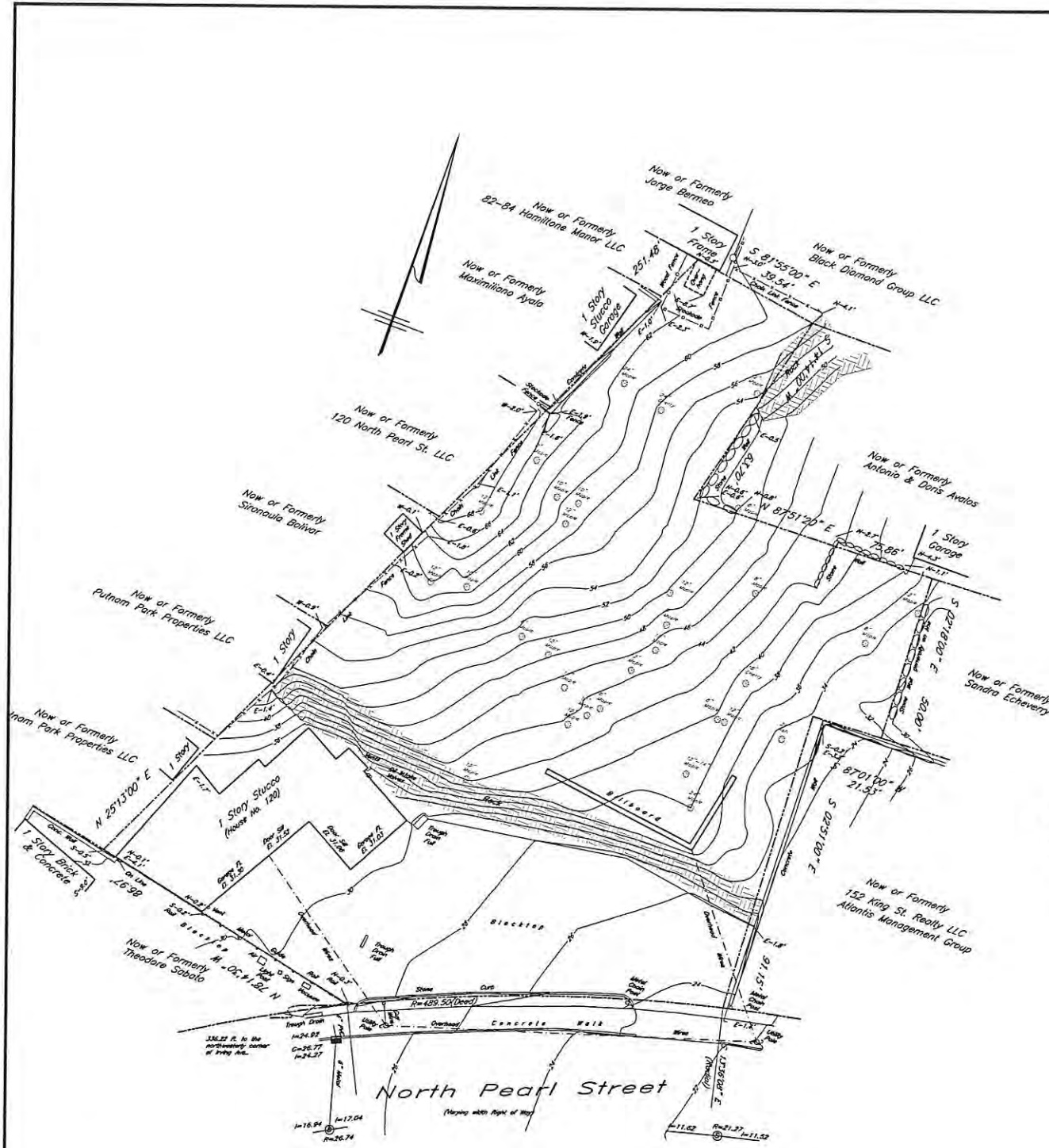
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.1	B	2.1	B	2.1	B	2.1	B
Bicycle LOS Score / LOS	1.2	A	0.7	A	0.9	A	1.2	A



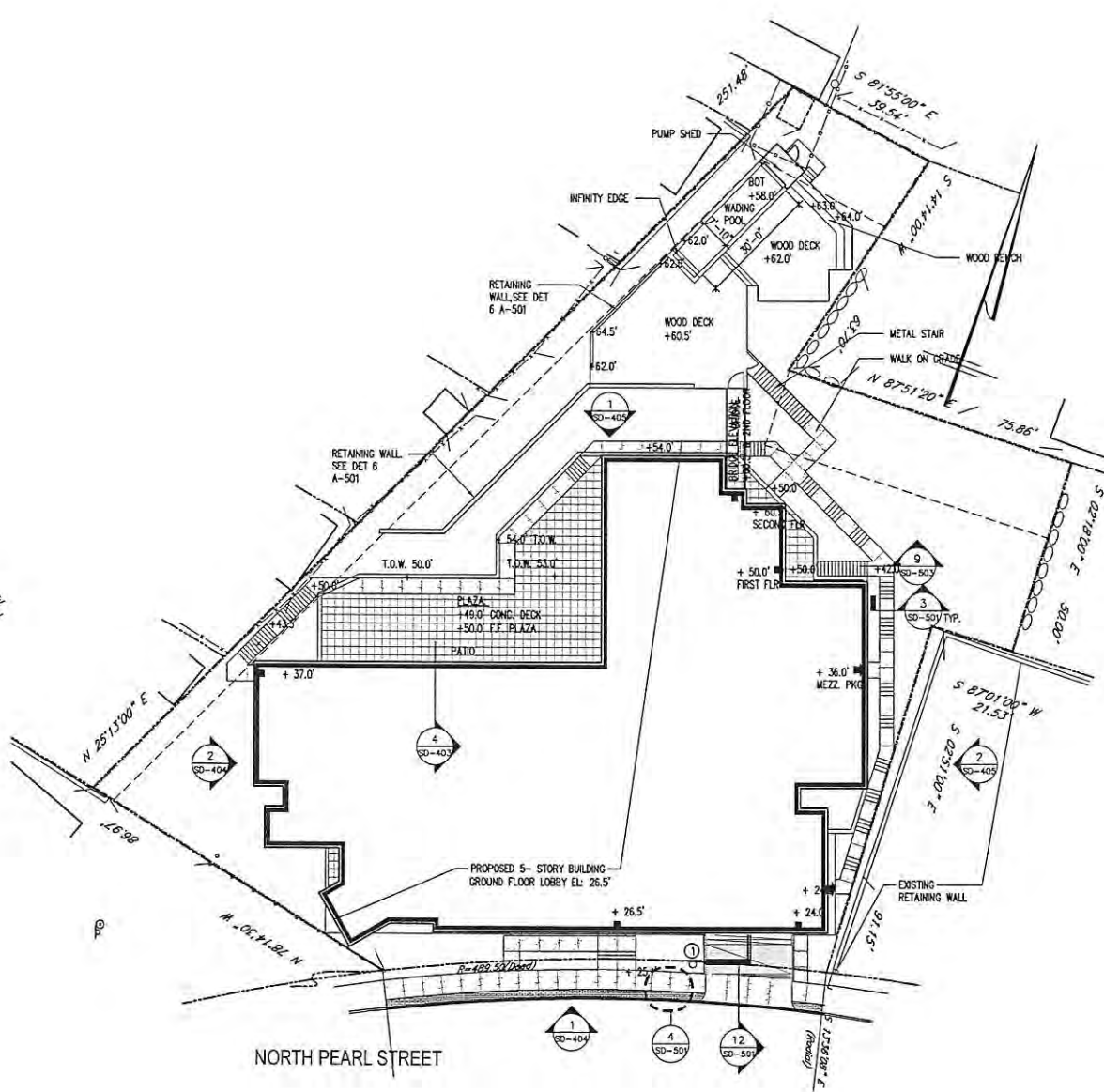


PROPOSED  
**50 UNIT MULTIFAMILY**  
 AT  
**120 NORTH PEARL STREET**  
 PORT CHESTER  
 WESTCHESTER COUNTY, NEW YORK

<p><b>DEVELOPMENT SUMMARY</b></p> <p>ZONE: C2 (MAIN STREET BUSINESS)        PROPOSED USE: (50) UNIT MULTIFAMILY        SECTION: 142.22 BLOCK: 2 LOT: 62</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">ZONING SUMMARY</th> </tr> <tr> <th>ZONE: C2</th> <th>REQUIRED</th> <th>PROPOSED</th> </tr> </thead> <tbody> <tr> <td>TOTAL LOT SIZE: 28,753SF</td> <td></td> <td></td> </tr> <tr> <td>F.A.R.</td> <td>3.2/4.0</td> <td>1.80</td> </tr> <tr> <td>MIN. D.U. AREA MAX. # OF UNITS</td> <td>750/575*</td> <td>50†</td> </tr> <tr> <td>MIN. LOT FRONTAGE</td> <td>40'-0"</td> <td>113'-0"</td> </tr> <tr> <td>MIN. LOT DEPTH</td> <td>NR</td> <td>238'-0"</td> </tr> <tr> <td>MIN. FRONT YARD</td> <td>0</td> <td>6'-0"</td> </tr> <tr> <td>MIN. SIDE YARD (1 / 2)</td> <td>0 or 10'/0 or 20'</td> <td>0'/0*</td> </tr> <tr> <td>MIN. REAR YARD</td> <td>20'-0"</td> <td>29'-6"</td> </tr> <tr> <td>MAX. BUILDING HEIGHT / STORES</td> <td>60' / 5 ST</td> <td>54' / 5 Stories</td> </tr> <tr> <td>OPEN SPACE MIN**</td> <td>50'/UNIT = 2450</td> <td>2480</td> </tr> <tr> <td>PARKING REQ. NONE</td> <td>0</td> <td>46</td> </tr> <tr> <td>ACCESSIBLE SPACES†</td> <td>0</td> <td>2 ***</td> </tr> </tbody> </table> <p>* 6'-0" MIN. SIDE YARD ADJACENT TO RESIDENCE        ** USABLE SPACE 20'-0" MIN. DIMENSION        *** INCLUDED IN 46 TOTAL SPACES        † DENSITY BONUS TAKEN</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5">UNIT MATRIX</th> </tr> <tr> <th>FLOOR</th> <th>STUDIO</th> <th>1 Bm</th> <th>2Bm</th> <th>TOTALS</th> </tr> </thead> <tbody> <tr> <td>1F</td> <td>6</td> <td>8</td> <td>0</td> <td>14</td> </tr> <tr> <td>2F</td> <td>3</td> <td>6</td> <td>3</td> <td>12</td> </tr> <tr> <td>3F</td> <td>3</td> <td>6</td> <td>3</td> <td>12</td> </tr> <tr> <td>4F</td> <td>3</td> <td>6</td> <td>3</td> <td>12</td> </tr> <tr> <td>TOTAL</td> <td>15</td> <td>26</td> <td>6</td> <td>50</td> </tr> </tbody> </table>	ZONING SUMMARY			ZONE: C2	REQUIRED	PROPOSED	TOTAL LOT SIZE: 28,753SF			F.A.R.	3.2/4.0	1.80	MIN. D.U. AREA MAX. # OF UNITS	750/575*	50†	MIN. LOT FRONTAGE	40'-0"	113'-0"	MIN. LOT DEPTH	NR	238'-0"	MIN. FRONT YARD	0	6'-0"	MIN. SIDE YARD (1 / 2)	0 or 10'/0 or 20'	0'/0*	MIN. REAR YARD	20'-0"	29'-6"	MAX. BUILDING HEIGHT / STORES	60' / 5 ST	54' / 5 Stories	OPEN SPACE MIN**	50'/UNIT = 2450	2480	PARKING REQ. NONE	0	46	ACCESSIBLE SPACES†	0	2 ***	UNIT MATRIX					FLOOR	STUDIO	1 Bm	2Bm	TOTALS	1F	6	8	0	14	2F	3	6	3	12	3F	3	6	3	12	4F	3	6	3	12	TOTAL	15	26	6	50	<p><b>VICINITY MAP</b></p>	<p><b>AERIAL VIEW</b></p>
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1 EXISTING SURVEY  
1/3256' = 1" = 0'



2 SITE LAYOUT PLAN  
1" = 20'

PROPERTY LINE AND TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY PREPARED BY WARD CARPENTER ENGINEERS, INC. DATED DECEMBER 19, 2013

**LEGEND**

	PROPERTY LINE
	NEIGHBORING PROPERTY LINES
	EXIST. TO REMOVE BE REMOVED
	PROPOSED 4'-0" HIGH CHAIN LINK FENCE, SEE DET. 7 DWG. SD-501
	PROPOSED 6'-0" HIGH WOODEN FENCE, SEE DET. 8 DWG. SD-501
	PROPOSED CONC. CURB SEE DET. 1 DWG SD-501
	GRANITE CURB SEE DET. 10 DWG SD-501
	PROPOSED DEPRESSED GRANITE DRGP CURB SEE DET. 11-12-13 DWG. SD-501
	CONCRETE RAMPS & SIDEWALKS SEE DET. 3 DWG SD-501
	ASPHALT PAVEMENT SEE DET. 2 DWG. SD-501
	CONCRETE SIDEWALK WITH STAMPED AND COLORED CONCRETE EDGE. SEE DET. 4. DWG SD-501

**SIGN TABLE**

NO.	SYMBOL	REGULATION NO.	MOUNTING
1		R1-1	CHANNEL 7'-0"
2		R7-1	CHANNEL 7'-0"
3		R7-8	CHANNEL 7'-0"

**NOTES**

1. THE OWNER SHALL BE RESPONSIBLE FOR RE-PAVING PORTIONS OF CITY STREETS DAMAGED AS A RESULT OF UNDERGROUND UTILITY WORK AND/OR HEAVY CONSTRUCTION EQUIPMENT.
2. ALL CONSTRUCTION UNDER THE JURISDICTION OF DPW SHALL BE IN ACCORDANCE WITH CURRENT DPW STANDARDS.

Rev. #	Revision Description	Date

Project Description:  
**PROPOSED MULTIFAMILY DEVELOPMENT**  
**120 NORTH PEARL STREET**  
**PORT CHESTER, NEW YORK 10573**

Building Owner:  
**AGD NORTH PEARL LLC**  
 5 WALLER AVE  
 WHITE PLAINS, NY 10601

**Papp Architects, P.C.**  
 188 East Post Road  
 White Plains, N.Y. 10601  
 914 949 1851 Fax 949 5376

**Catzone Engineering, P.C.**  
 Civil Engineer  
 9 Overlook Terrace  
 Larchmont, NY 10538  
 914 269 8358

Sheet Title:  
**EXISTING SURVEY & SITE LAYOUT PLAN**

Seal & Signature: \_\_\_\_\_ Date: 3-03-2014

Scale: AS NOTED

Job#: 1321

Sheet Title: **SD-101**

Sheet/SHEET INDEX of TOTAL SHEETS

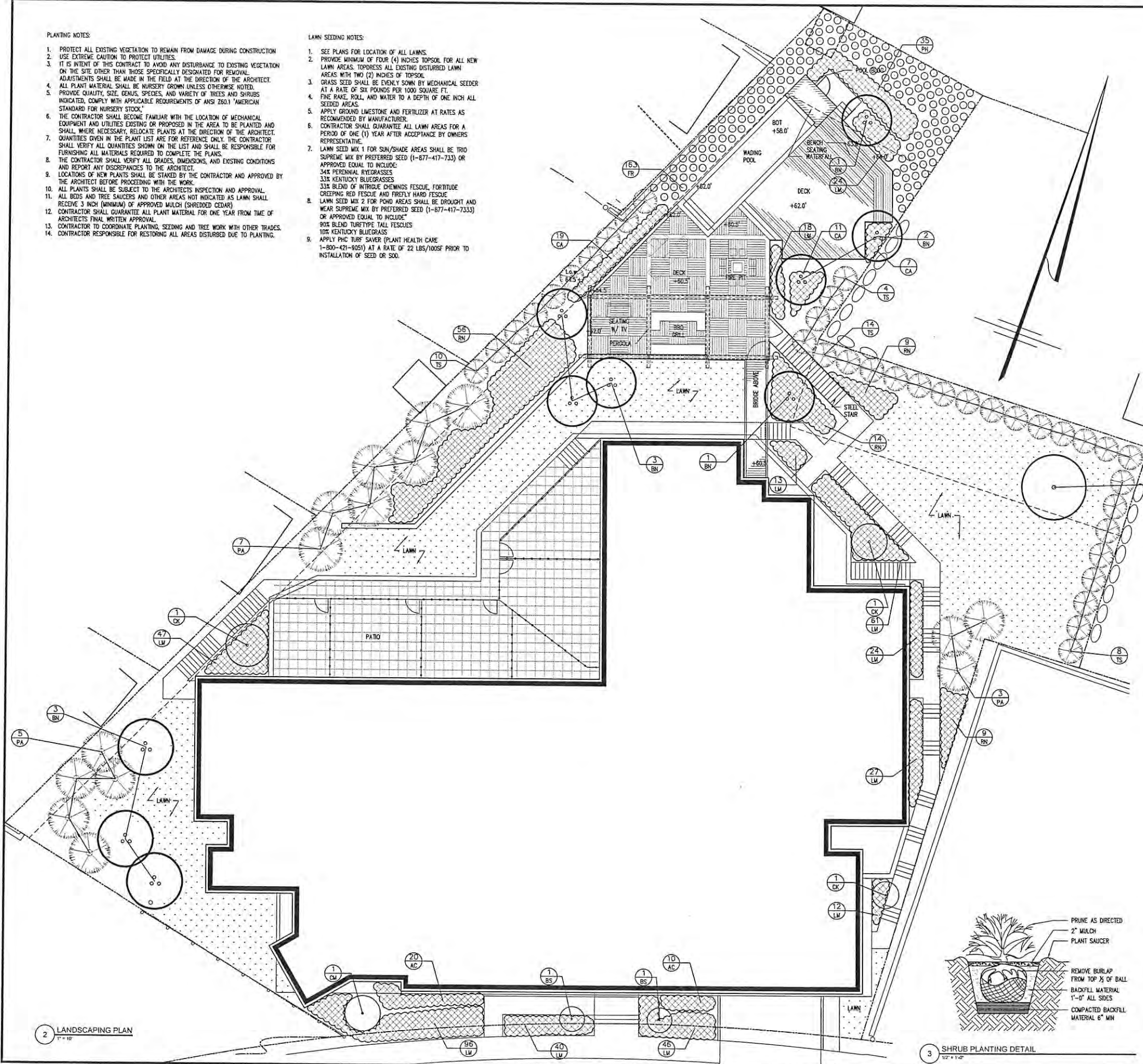
**PLANTING NOTES:**

- PROTECT ALL EXISTING VEGETATION TO REMAIN FROM DAMAGE DURING CONSTRUCTION USE EXTREME CAUTION TO PROTECT UTILITIES.
- IT IS INTENT OF THIS CONTRACT TO AVOID ANY DISTURBANCE TO EXISTING VEGETATION ON THE SITE OTHER THAN THOSE SPECIFICALLY DESIGNATED FOR REMOVAL. ADJUSTMENTS SHALL BE MADE IN THE FIELD AT THE DIRECTION OF THE ARCHITECT.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF TREES AND SHRUBS INDICATED, COMPLY WITH APPLICABLE REQUIREMENTS OF ANSI Z60.1 'AMERICAN STANDARD FOR NURSERY STOCK.'
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATION OF MECHANICAL EQUIPMENT AND UTILITIES EXISTING OR PROPOSED IN THE AREA TO BE PLANTED AND SHALL, WHERE NECESSARY, RELOCATE PLANTS AT THE DIRECTION OF THE ARCHITECT.
- QUANTITIES GIVEN IN THE PLANT LIST ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE LIST AND SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIALS REQUIRED TO COMPLETE THE PLANS.
- THE CONTRACTOR SHALL VERIFY ALL GRADES, DIMENSIONS, AND EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
- LOCATIONS OF NEW PLANTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
- ALL PLANTS SHALL BE SUBJECT TO THE ARCHITECT'S INSPECTION AND APPROVAL.
- ALL BEDS AND TREE SAUCERS AND OTHER AREAS NOT INDICATED AS LAWN SHALL RECEIVE 3 INCH (MINIMUM) OF APPROVED MULCH (SHREDDED CEDAR).
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM TIME OF ARCHITECT'S FINAL WRITTEN APPROVAL.
- CONTRACTOR TO COORDINATE PLANTING, SEEDING AND TREE WORK WITH OTHER TRADES.
- CONTRACTOR RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DUE TO PLANTING.

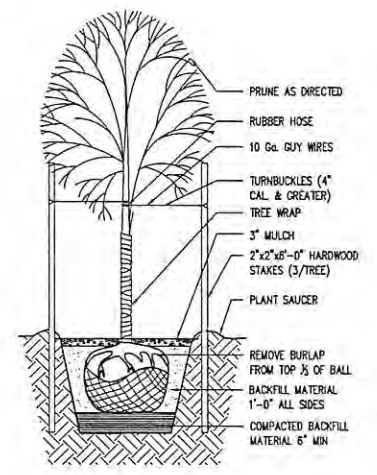
**LAWN SEEDING NOTES:**

- SEE PLANS FOR LOCATION OF ALL LAWNS.
- PROVIDE MINIMUM OF FOUR (4) INCHES TOPSOIL FOR ALL NEW LAWN AREAS. TOPDRESS ALL EXISTING DISTURBED LAWN AREAS WITH TWO (2) INCHES OF TOPSOIL.
- GRASS SEED SHALL BE EVENLY SOWN BY MECHANICAL SEEDER AT A RATE OF SIX POUNDS PER 1000 SQUARE FT.
- FINE RAKE, ROLL, AND WATER TO A DEPTH OF ONE INCH ALL SEEDING AREAS.
- APPLY GROUND LIME AND FERTILIZER AT RATES AS RECOMMENDED BY MANUFACTURER.
- CONTRACTOR SHALL GUARANTEE ALL LAWN AREAS FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE BY OWNERS REPRESENTATIVE.
- LAWN SEED MIX 1 FOR SUN/SHADE AREAS SHALL BE TRIO SUPREME MIX BY PREFERRED SEED (1-877-417-7333) OR APPROVED EQUAL TO INCLUDE:  
34% PERENNIAL RYEGRASSES  
33% KENTUCKY BLUEGRASSES  
33% BLEND OF INTRIGUE CHEWINGS FESCUE, FORTITUDE CREEPING RED FESCUE AND FIREFLY HARD FESCUE
- LAWN SEED MIX 2 FOR POHD AREAS SHALL BE DROUGHT AND WEAR SUPREME MIX BY PREFERRED SEED (1-877-417-7333) OR APPROVED EQUAL TO INCLUDE:  
90% BLEND TURFTYPE TALL FESCUES  
10% KENTUCKY BLUEGRASS
- APPLY PHC TURF SAVER (PLANT HEALTH CARE 1-800-421-0051) AT A RATE OF 22 LBS/100SF PRIOR TO INSTALLATION OF SEED OR SOO.

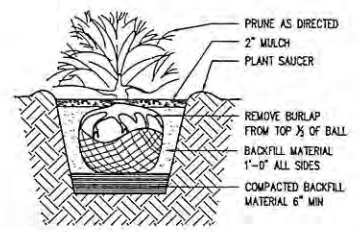
PLANTING SCHEDULE					
TREES - CONIFEROUS					
QNTY	SYMBOL	SIZE	COMMON NAME	BOTANICAL NAME	REMARKS
15	PA	8'-10' HT.	NORWAY SPRUCE	PICEA ABIES	B&B, HEAVY, DENSELY BRANCHED
36	TS	5'-6' HT.	GREEN GAWT ARBORVITAE	THUJA STANQISHII APLICATA	B&B, HEAVY, DENSELY BRANCHED
TREES - DECIDUOUS					
10	BN	10'-12' HT.	RIVER BIRCH	BETULA NIGRA 'HERITAGE'	B&B, HEAVY, DENSELY BRANCHED, MULTI. MIN. 3 BRANCHED
3	OK	2'-2 1/2' CAL	KOUSSA DOGWOOD	CORNUS KOUSSA	
1	OM	2'-2 1/2' CAL	CORNELIAN DOGWOOD	CORNUS MAS	B&B, MULTISTEM, LOW BRANCHED
1	MS	3'-3 1/2' CAL	SAUCEUR MAGNOLIA	MAGNOLIA SOULANGIANA	B&B
SHRUBS					
2	BS	4' HT	GLOBE BOXWOOD	BOXYL SEMPERVIRENS (GLOBE)	B&B
92	RN	2 GAL.	DRIFT ROSE	ROSA 'NOVAROSPOT' PPAF	30" O.C. B&B
PERENNIALS & GROUNDCOVERS					
163	FR	4-5' HT	CLUMPING BAMBOO	FARGESIA 'RUIFA'	3' O.C. DECKE
29	AC	2 GAL.	YARROW	ACHILLEA 'CORONATION GOLD'	24" O.C. CONTAINER
37	CA	2 GAL.	KARL FODERSTER'S FEATHER RED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FODERSTER'	24" O.C. CONTAINER
35	PH	1 GAL.	DWARF FOUNTAIN GRASS	FENESTELUM	24" O.C.
407	LM	1 GAL.	BIG BLUE LERPE	LIROPE MUSCARI 'BIG BLUE'	18" O.C.



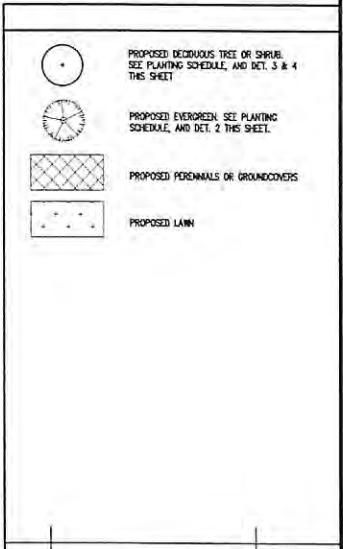
2 EVERGREEN PLANTING DETAIL  
1/2" = 1'-0"



4 DECIDUOUS PLANTING DETAIL  
1/2" = 1'-0"



3 SHRUB PLANTING DETAIL  
1/2" = 1'-0"



Rev. #	Revision Description	Date:
1		

Project Description:  
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**120 NORTH PEARL STREET**  
**PORT CHESTER, NEW YORK 10573**

Building Owner:  
**AGD NORTH PEARL LLC**  
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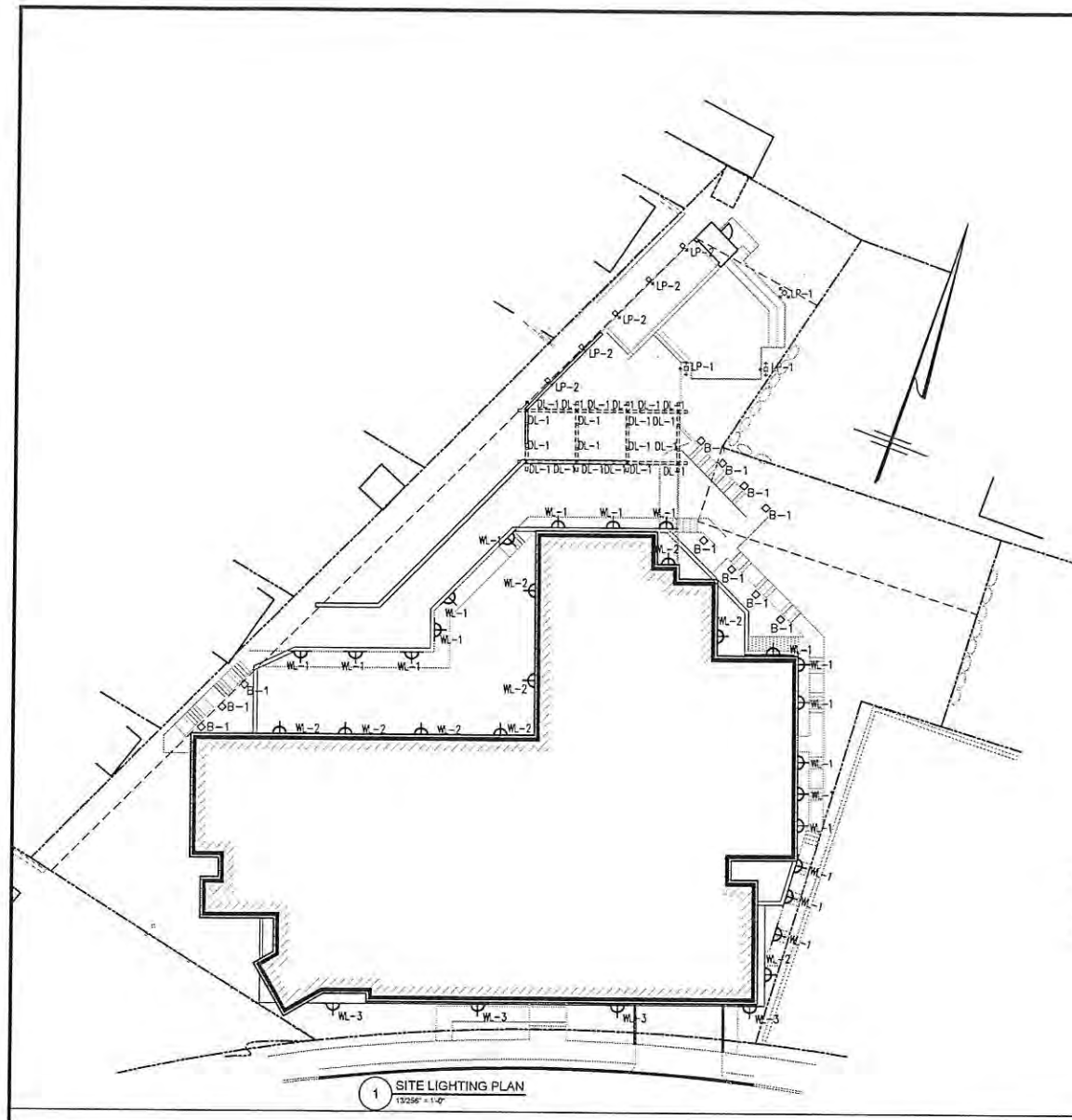
**Papp Architects, P.C.**  
 188 East Post Road  
 White Plains, N.Y. 10601  
 914 949 1851 Fax 949 5376

**Imbiano-Quigley**  
**Landscape Architects**  
 31 Mamaroneck Ave, 7th Floor  
 White Plains, New York 10601  
 914 232 0200 Fax 914 232 0232

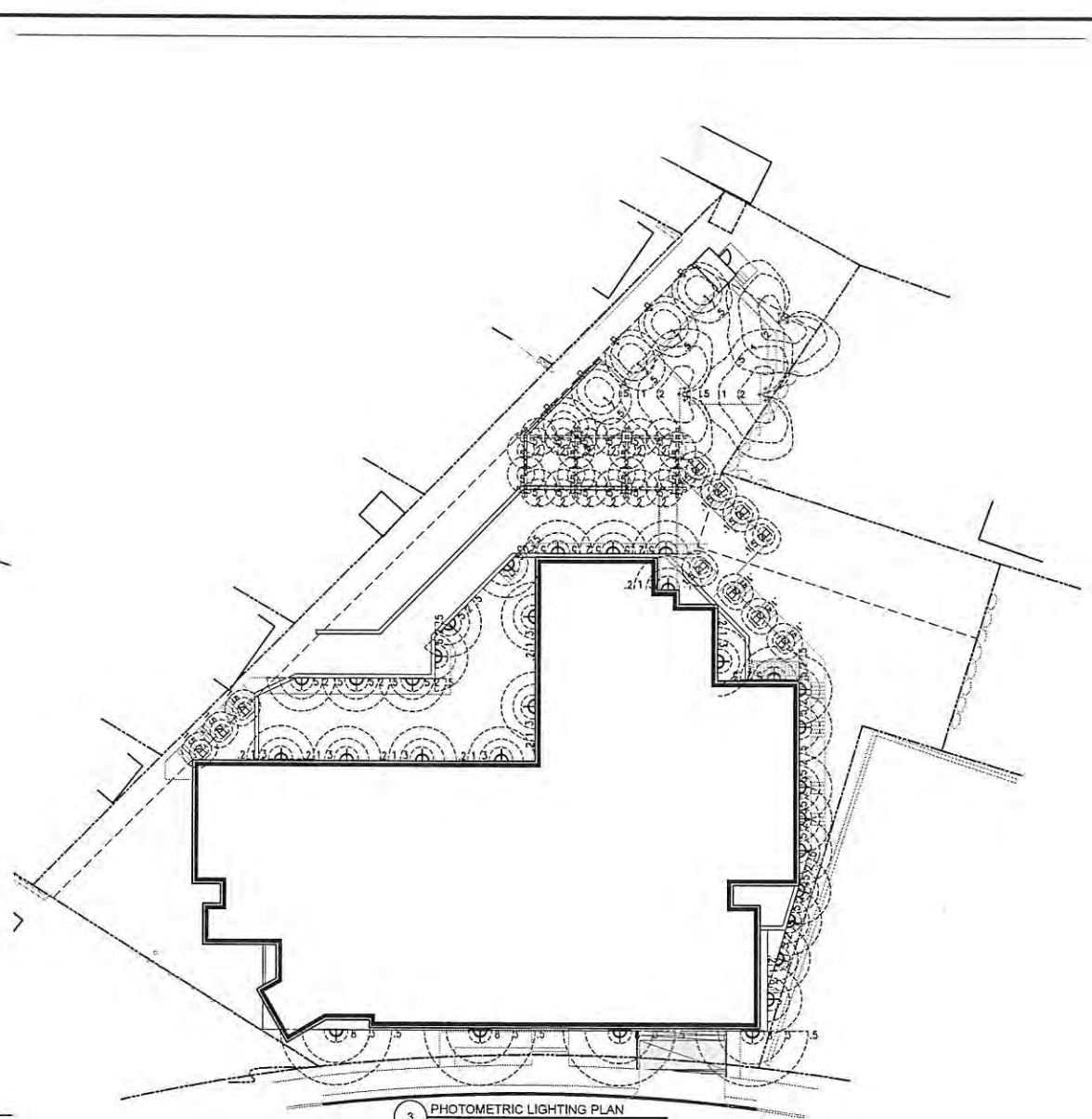
Sheet Title:  
**LANDSCAPING PLAN**

Scale: AS NOTED  
 Job #: 1321  
 Sheet Title: **SD-102**  
 Date: 3-03-2014

2 LANDSCAPING PLAN  
1" = 10'

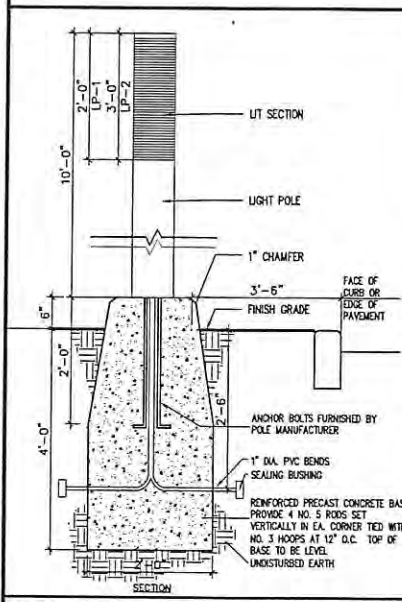


1 SITE LIGHTING PLAN  
1/32" = 1'-0"

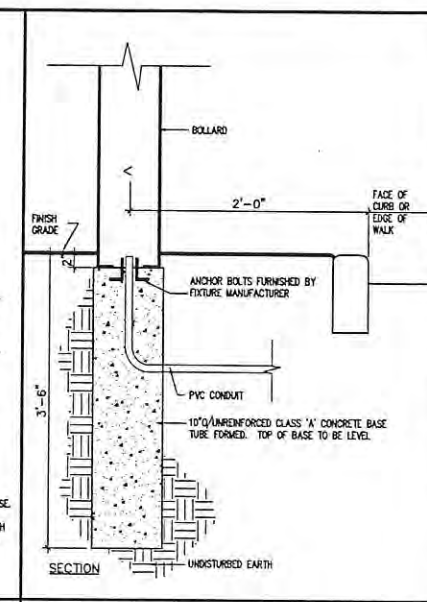


3 PHOTOMETRIC LIGHTING PLAN  
1/32" = 1'-0"

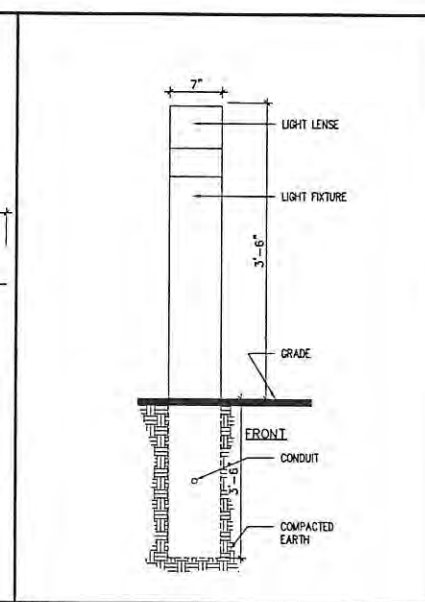
- LEGEND:
- LP-1 45W LED 10' LIGHT COLUMN- 3-WAY DISTRIBUTION, SELUX MTRQL-10-2-3L35-27-BK
  - LP-2 23W LED 10' LIGHT COLUMN 1-WAY DISTRIBUTION, SELUX MTRQL-10-3-1L35-27-BK
  - B-1 31W LED 3'6" HIGH BOLLARD, SPAULDING FN2-12LU-3K-DO-U-BL
  - WL-1 24W LED WALL LIGHT MTD 4' ABOVE GRADE, DAY-BRITE WFN-24W-L-U-BK
  - WL-2 13W LED WALL LIGHT MOUNTED 6'-0" ABOVE GRADE, SLV LIGHTING GRAFIT WL 3231205LED
  - WL-3 32W COLUMN ACCENT LIGHT (INTERNAL ILLUMINATION)
  - DL-1 6W LED DOWNLIGHT MTD TO PERGOLA AT 2' ABOVE GRADE, SLV LIGHTING



4 SECTION AND LIGHT POLE LP-1 AND LP-2  
3/4" = 1'-0"



5 SECTION AT BOLLARD BASE  
7/8" = 1'-0"



6 ELEVATION AT BOLLARD  
7/8" = 1'-0"

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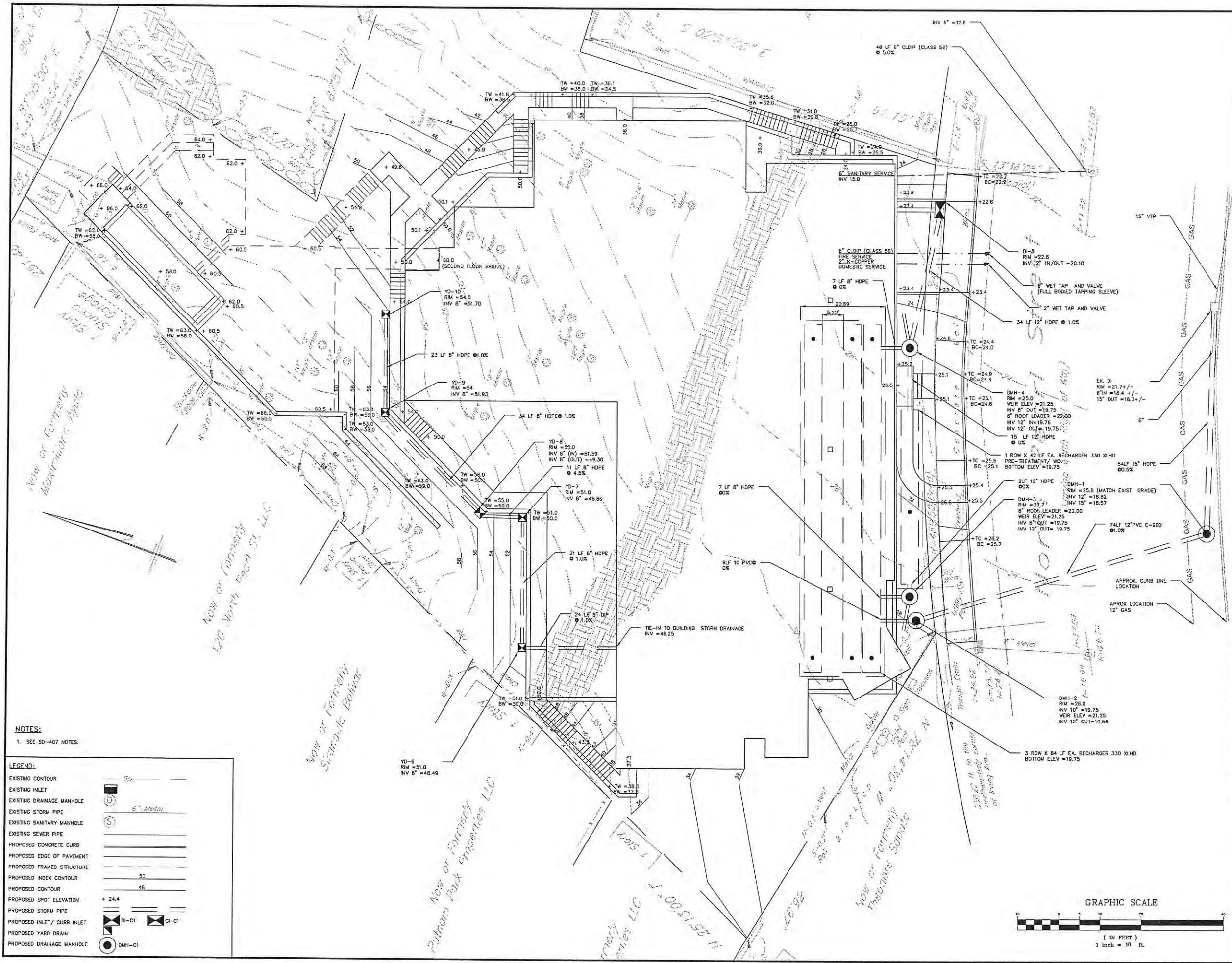
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 9 Overlook Terrace  
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 914 269 8358

Sheet Title:  
**SITE LIGHTING PLAN**

Seal & Signature	Date: 3-03-2014
	Scale: AS NOTED
	Job #: 1321
	Sheet Title: SD-103
Sheet: SHEET INDEX OF TOTAL SHEETS	



**NOTES:**  
1. SEE SD-407 NOTES.

**LEGEND:**

EXISTING CONTOUR	50
EXISTING INLET	6" Metal
EXISTING DRAINAGE MANHOLE	DMH
EXISTING STORM PIPE	6" Metal
EXISTING SANITARY MANHOLE	DMH
EXISTING SEWER PIPE	6" Metal
PROPOSED CONCRETE CURB	---
PROPOSED EDGE OF PAVEMENT	---
PROPOSED FRAMED STRUCTURE	---
PROPOSED INDEX CONTOUR	50
PROPOSED CONTOUR	45
PROPOSED SPOT ELEVATION	+ 24.4
PROPOSED STORM PIPE	---
PROPOSED INLET / CURB INLET	DI-C1
PROPOSED YARD DRAIN	---
PROPOSED DRAINAGE MANHOLE	DMH-C1

Rev. #	Revision Description	Date

Project Description:  
**PROPOSED MULTIFAMILY DEVELOPMENT**  
**120 NORTH PEARL STREET**  
**PORT CHESTER, NEW YORK 10573**

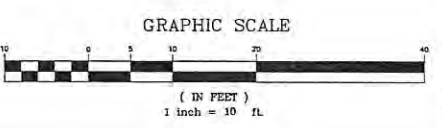
Building Owner:  
**AGD NORTH PEARL LLC**  
5 WALLER AVE  
WHITE PLAINS, NY 10601

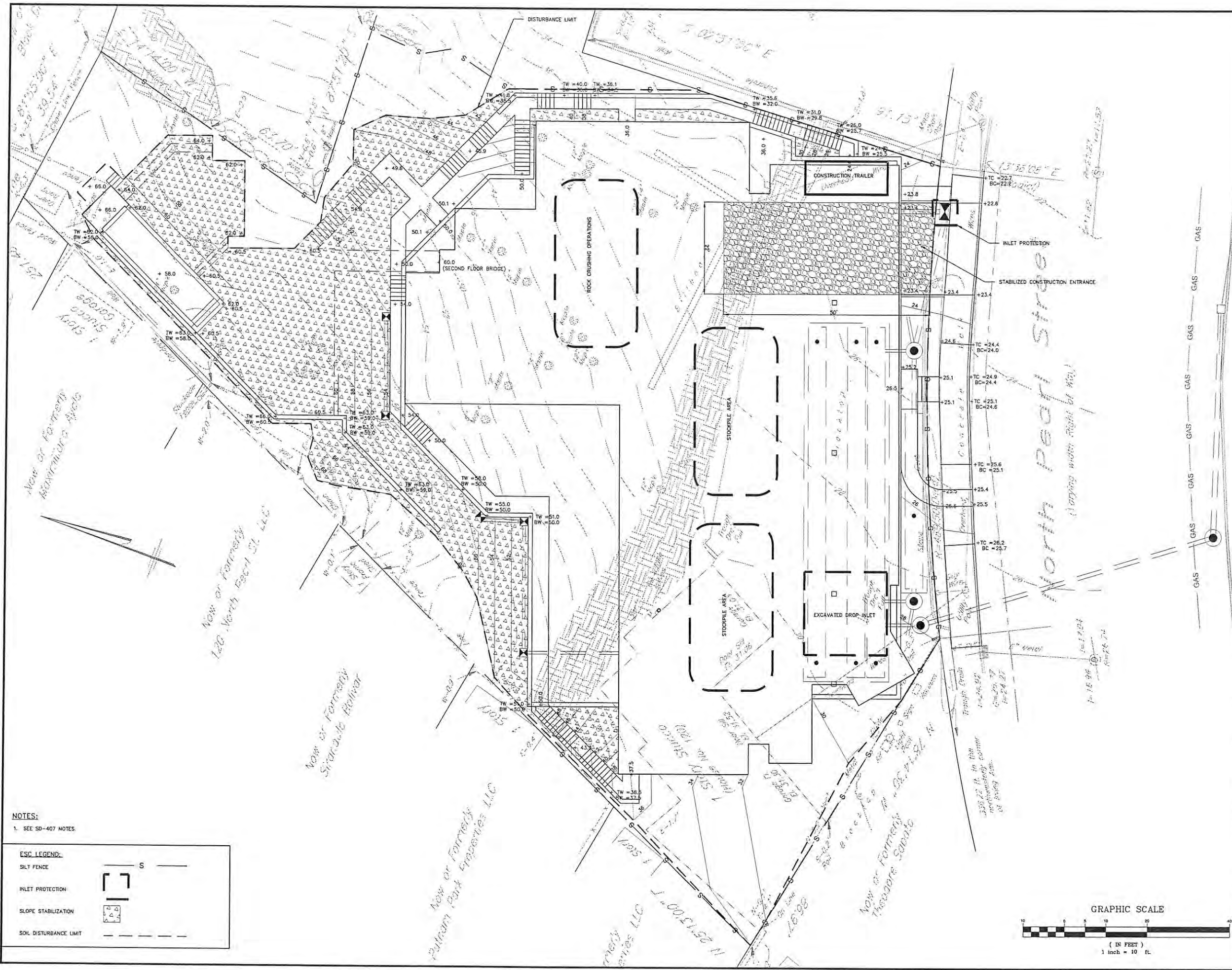
**Papp Architects, P.C.**  
188 East Post Road  
White Plains, N.Y. 10601  
914 949 1851 Fax 949 5376

**Catzone Engineering, P.C.**  
Civil Engineer  
9 Overlook Terrace  
Larchmont, NY 10538  
914 269 8358

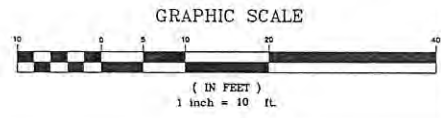
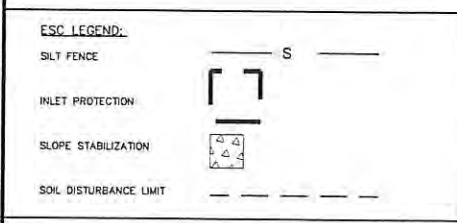
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**GRADING AND UTILITIES PLAN**

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Date: 03-03-2014  
Scale: 1"=10'  
Job#: 14003  
Sheet Title: SD-104  
Sheet: of





NOTES:  
1. SEE SD-407 NOTES.



Rev. #	Revision Description	Date

Project Description:  
PROPOSED MULTIFAMILY DEVELOPMENT  
**120 NORTH PEARL STREET**  
PORT CHESTER, NEW YORK 10573

Building Owner:  
**AGD NORTH PEARL LLC**  
5 WALLER AVE  
WHITE PLAINS, NY 10601

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Sheet Title:  
**EROSION AND SEDIMENT CONTROL PLAN**

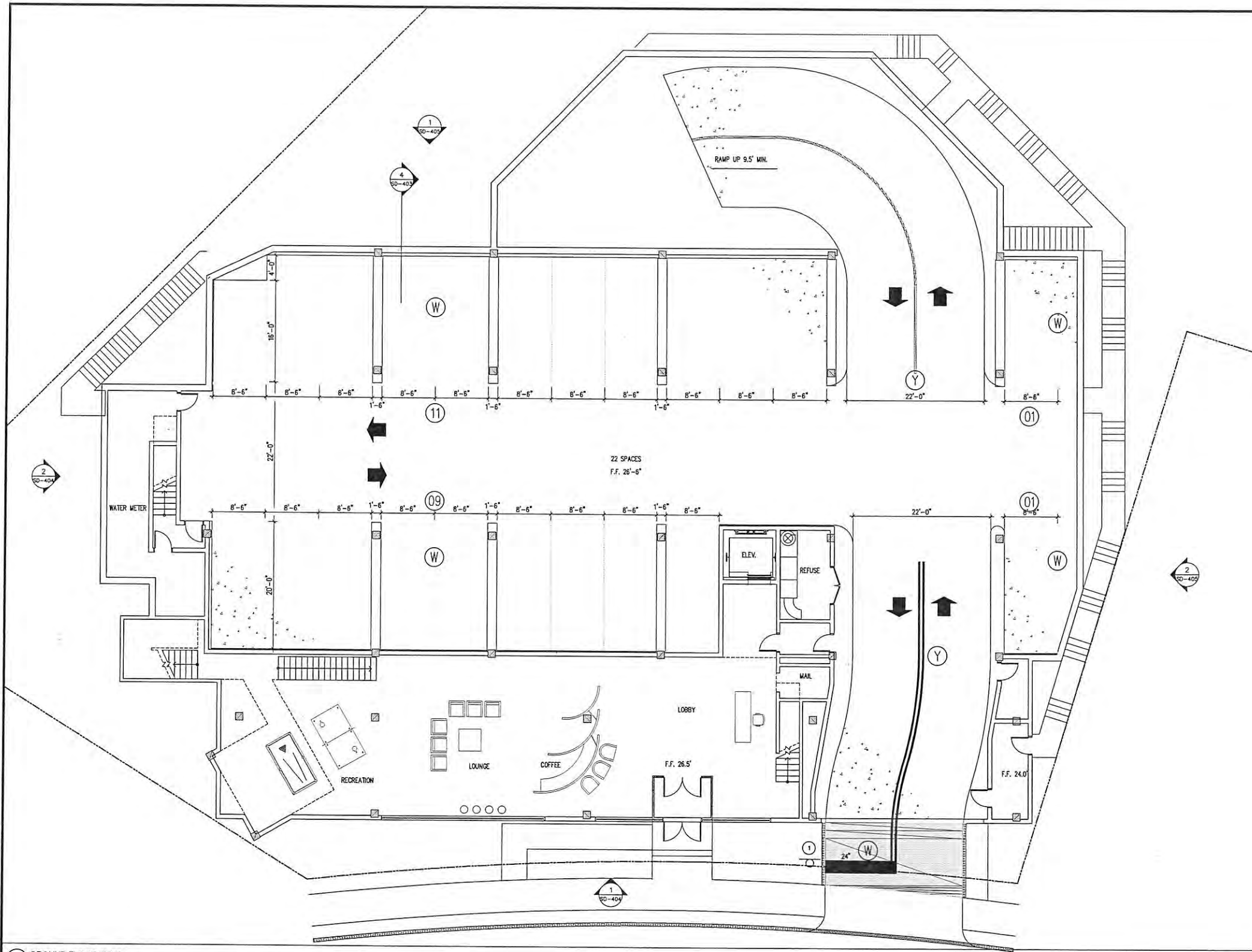
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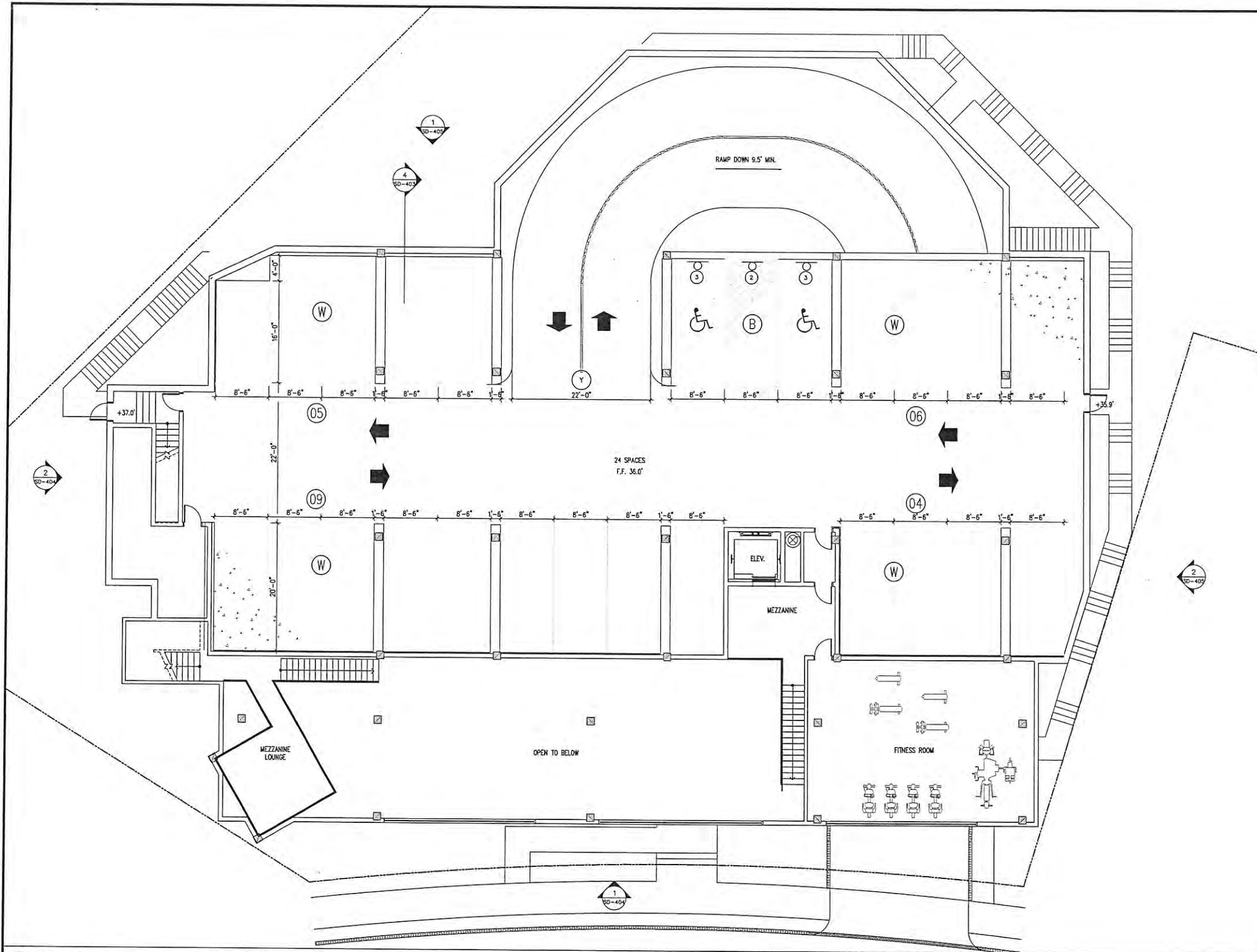
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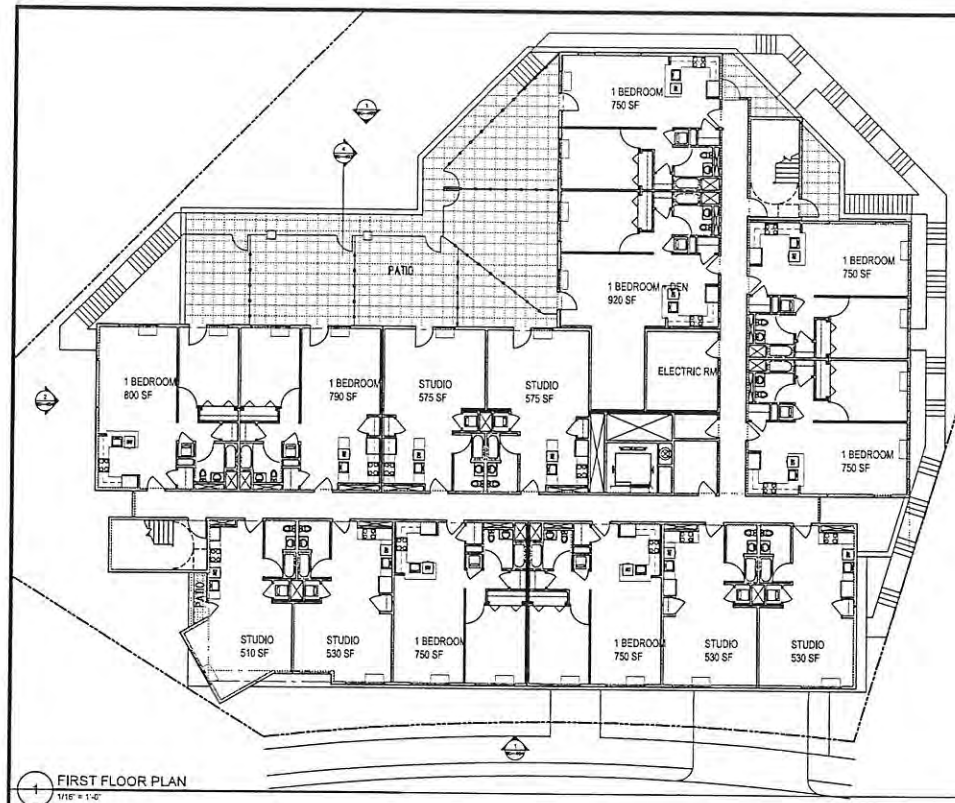
1 GROUND FLOOR PLAN  
1/8" = 1'-0"

Rev.	f	Revision Description	Date
Project Description:			
PROPOSED MULTIFAMILY DEVELOPMENT			
120 NORTH PEARL STREET			
PORT CHESTER, NEW YORK 10573			
Building Owner:			
AGD NORTH PEARL LLC			
5 WALLER AVE			
WHITE PLAINS, NY 10601			
<b>Papp Architects, P.C.</b>			
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White Plains, N.Y. 10601			
914 949 1851 Fax 949 5376			
<b>Catizone Engineering, P.C.</b>			
Civil Engineer			
9 Overlook Terrace			
Larchmont, NY 10538			
914 269 8358			
Sheet Title:			
GROUND FLOOR PLAN			
Seal & Signature		Date:	3-03-2014
		Scale:	AS NOTED
		Job#:	1321
		Sheet Title:	SD-401
Sheet/SHEET INDEX of TOTAL SHEETS			

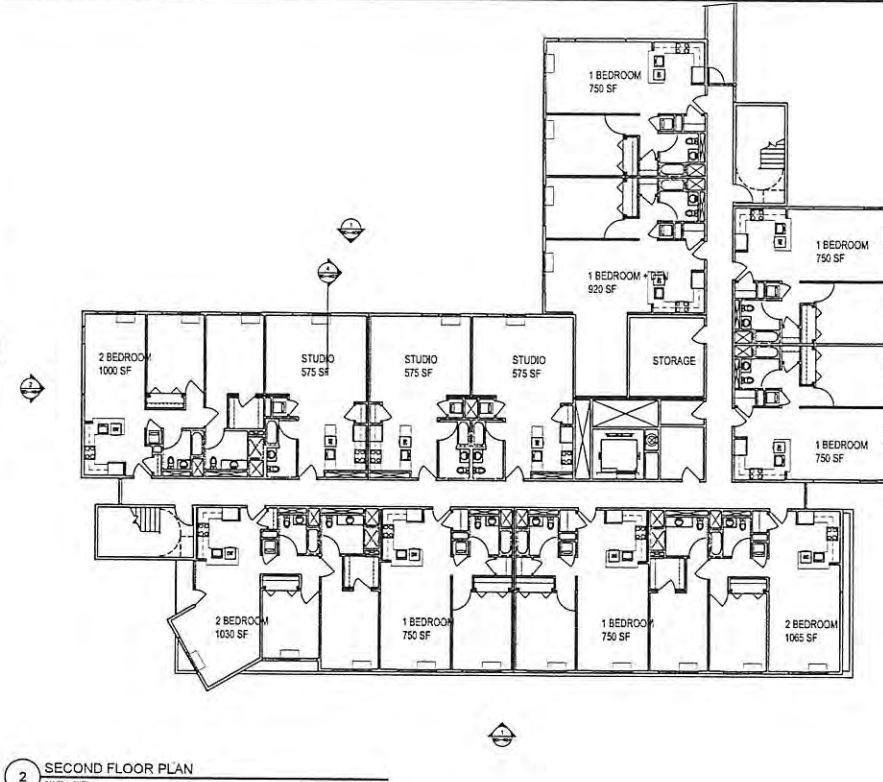


1 MEZZANINE PLAN  
1/8" = 1'-0"

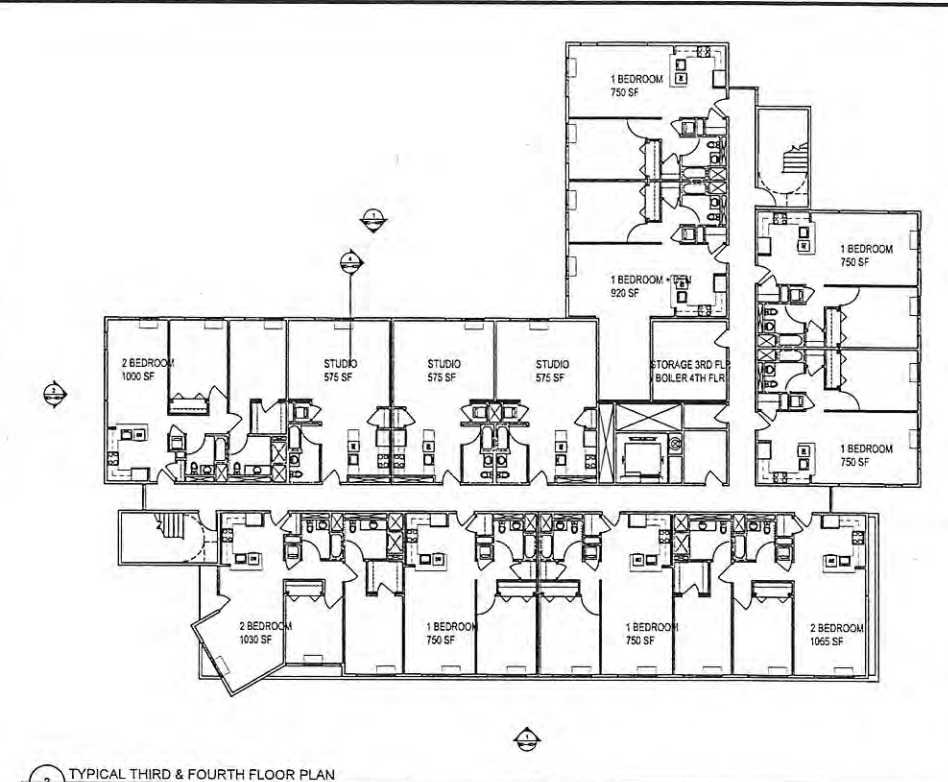
Rev. #	Revision Description	Date
Project Description: PROPOSED MULTIFAMILY DEVELOPMENT 120 NORTH PEARL STREET PORT CHESTER, NEW YORK 10573		
Building Owner: AGD NORTH PEARL LLC 5 WALLER AVE WHITE PLAINS, NY 10601		
Papp Architects, P.C. 188 East Post Road White Plains, N.Y. 10601 914 949 1851 Fax 949 5376		
Catizone Engineering, P.C. Civil Engineer 9 Overlook Terrace Larchmont, NY 10538 914 269 8358		
Sheet Title: MEZZANINE FLOOR PLAN		
Seal & Signature	Date:	3-03-2014
	Scale:	AS NOTED
	Job#:	1321
	Sheet Title:	SD-402
Sheet: SHEET INDEX of TOTAL SHEETS		



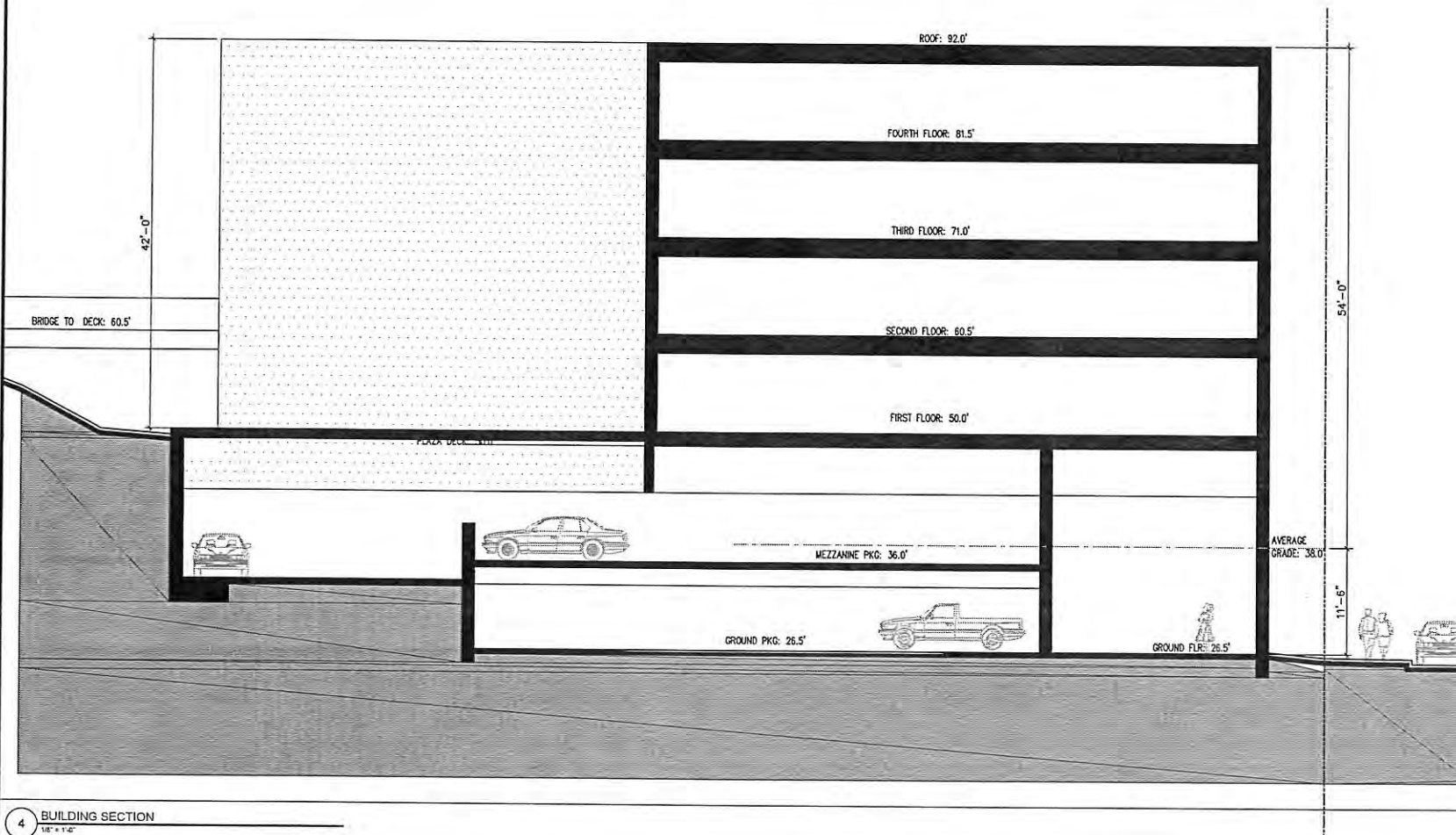
1 FIRST FLOOR PLAN  
1/8" = 1'-0"



2 SECOND FLOOR PLAN  
1/8" = 1'-0"

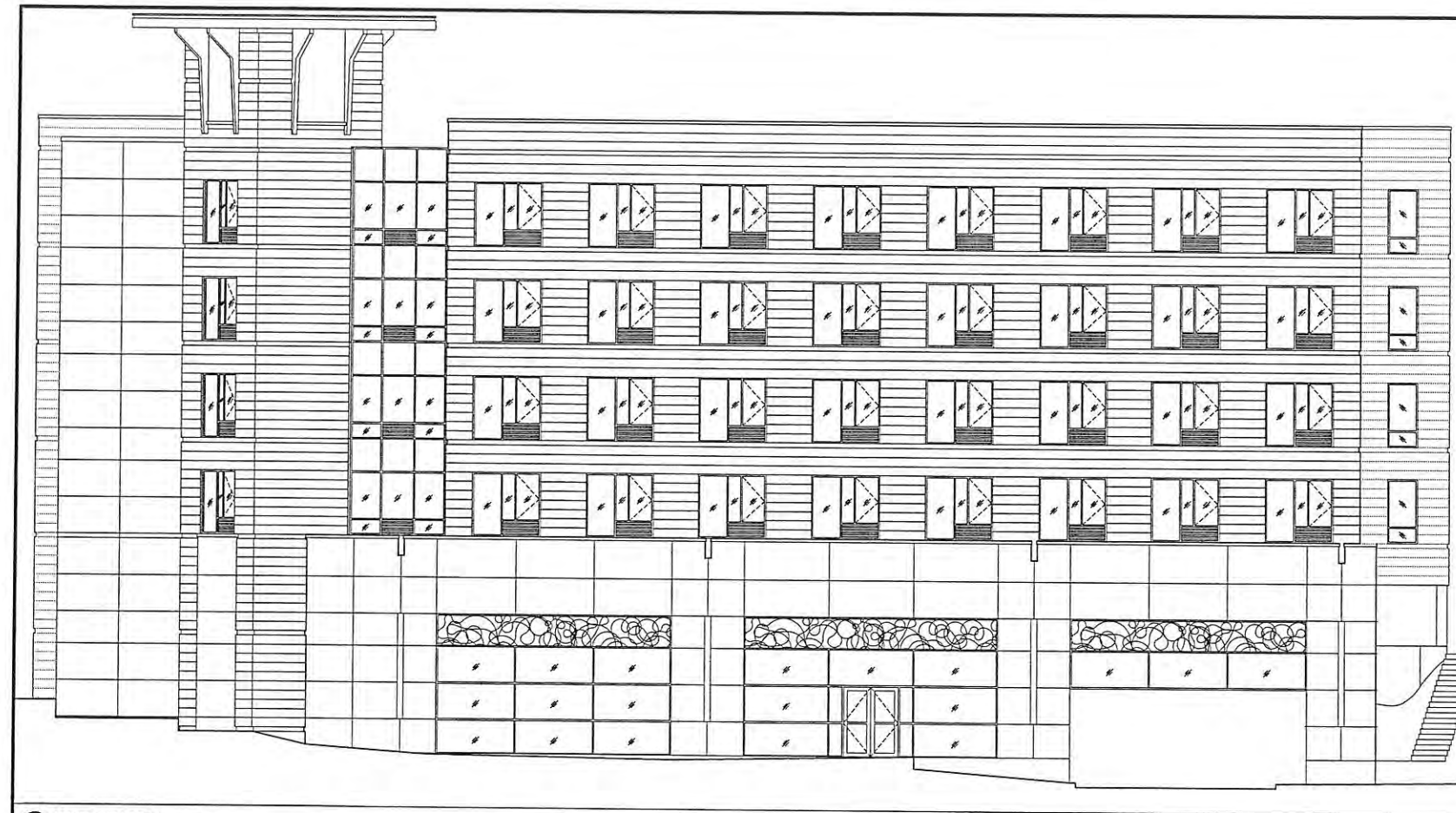


3 TYPICAL THIRD & FOURTH FLOOR PLAN  
1/8" = 1'-0"

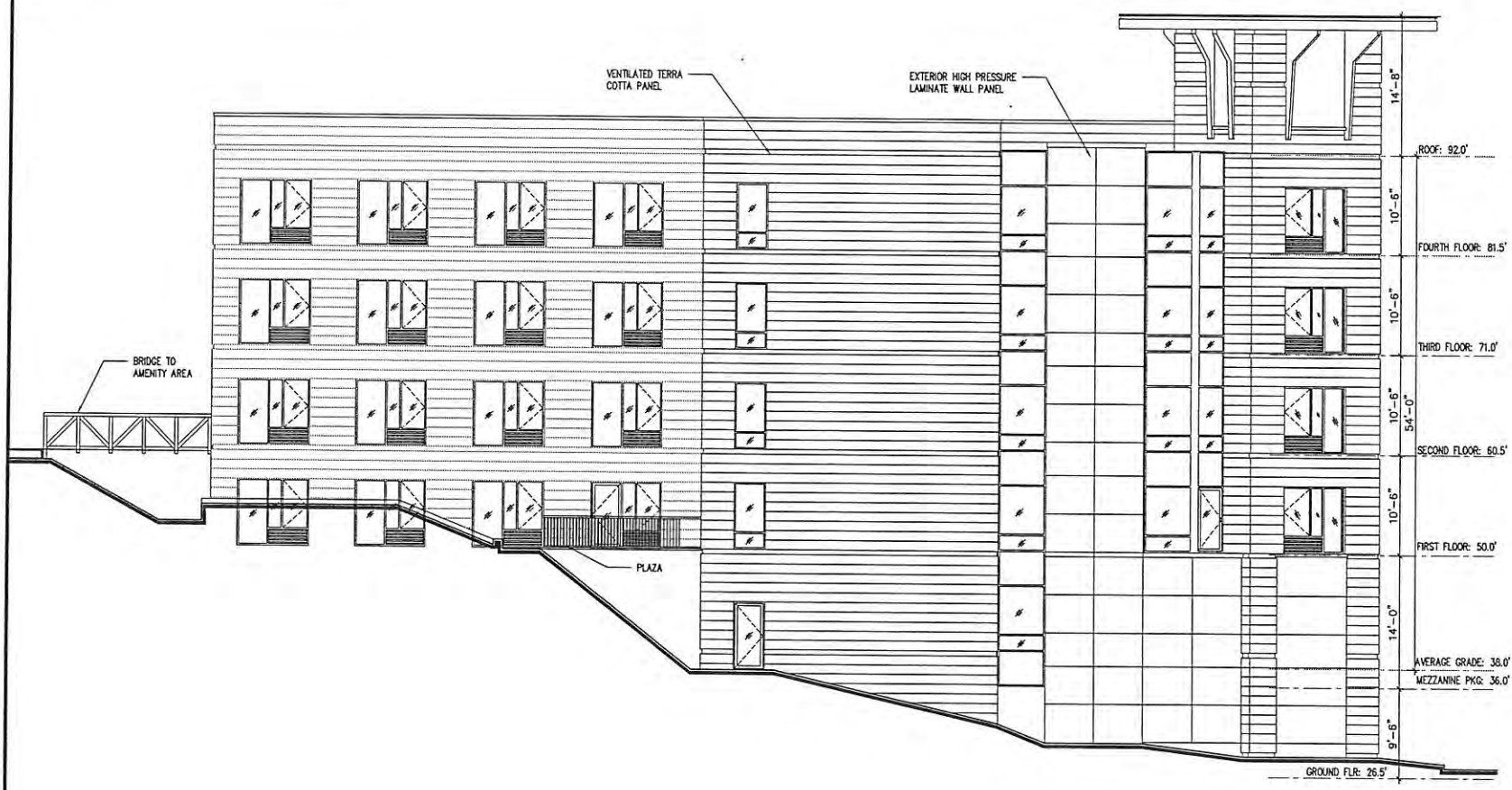


4 BUILDING SECTION  
1/8" = 1'-0"

Rev. #	Revision Description	Date:
Project Description:		
PROPOSED MULTIFAMILY DEVELOPMENT		
120 NORTH PEARL STREET		
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Building Owner:		
AGD NORTH PEARL LLC		
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WHITE PLAINS, NY 10601		
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Civil Engineer		
9 Overlook Terrace		
Larchmont, NY 10538		
914 269 8358		
Sheet Title:		
FIRST SECOND THIRD &		
FOURTH FLOOR PLANS &		
BUILDING SECTION		
Seal & Signature	Date:	3-03-2014
	Scale:	AS NOTED
	Job#:	1321
	Sheet Title:	SD-403
Sheet/SHEET INDEX of TOTAL SHEETS		

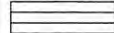
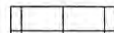


1 SOUTH ELEVATION  
1/8" = 1'-0"



2 WEST ELEVATION  
1/8" = 1'-0"

LEGEND:

-  VENTILATED TERRA COTTA WALL PANEL - TERRAZZ PITERAK XS18 RED
-  EXTERIOR GRADE HIGH PRESSURE LAMINATE WALL PANEL - ABET LAMINATI COLOR# 679

Rev. #	Revision Description	Date

Project Description:  
**PROPOSED MULTIFAMILY DEVELOPMENT**  
**120 NORTH PEARL STREET**  
**PORT CHESTER, NEW YORK 10573**

Building Owner:  
**AGD NORTH PEARL LLC**  
 5 WALLER AVE  
 WHITE PLAINS, NY 10601

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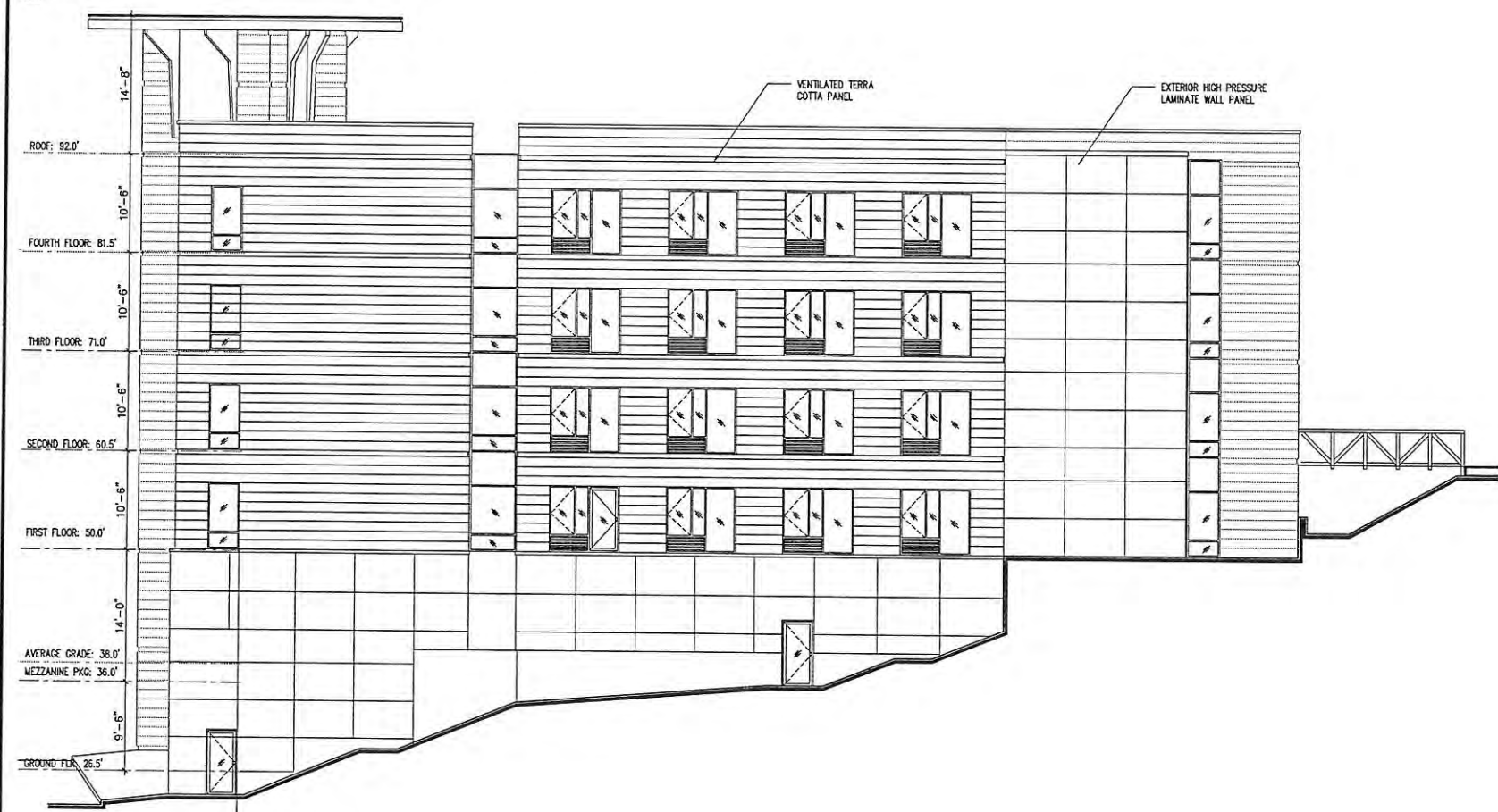
**Catzone Engineering, P.C.**  
 Civil Engineer  
 9 Overlook Terrace  
 Larchmont, NY 10538  
 914 269 8358

Sheet Title:  
**BUILDING ELEVATIONS**

Seal & Signature	Date: 3-03-2014
	Scale: AS NOTED
	Job#: 1321
	Sheet Title: SD-404
Sheet: SHEET INDEX of TOTAL SHEETS	





1 NORTH ELEVATION  
1/8" = 1'-0"



2 EAST ELEVATION  
1/8" = 1'-0"

LEGEND:

-  VENTILATED TERRA COTTA WALL PANEL TERREAL PITERAK XS18 RED
-  EXTERIOR GRADE HIGH PRESSURE LAMINATE WALL PANEL ABET LAMINATI COLOR# 879

Rev. #	Revision Description	Date

Project Description:  
 PROPOSED MULTIFAMILY DEVELOPMENT  
 120 NORTH PEARL STREET  
 PORT CHESTER, NEW YORK 10573

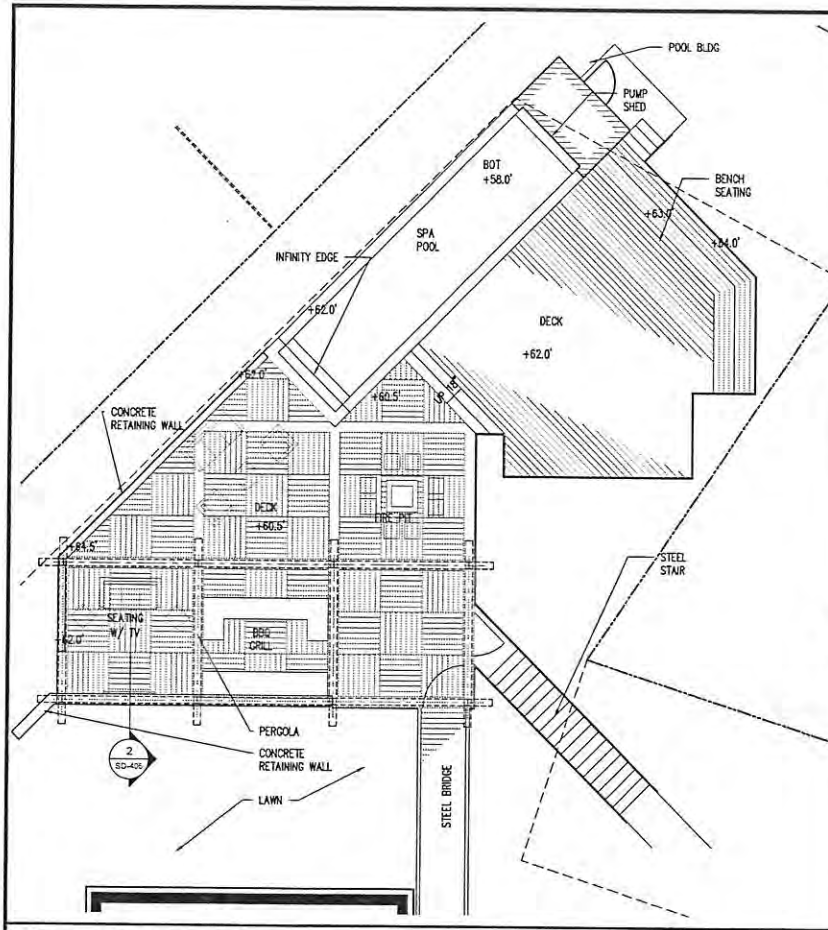
Building Owner:  
 AGD NORTH PEARL LLC  
 5 WALLER AVE  
 WHITE PLAINS, NY 10601

**Papp Architects, P.C.**  
 188 East Post Road  
 White Plains, N.Y. 10601  
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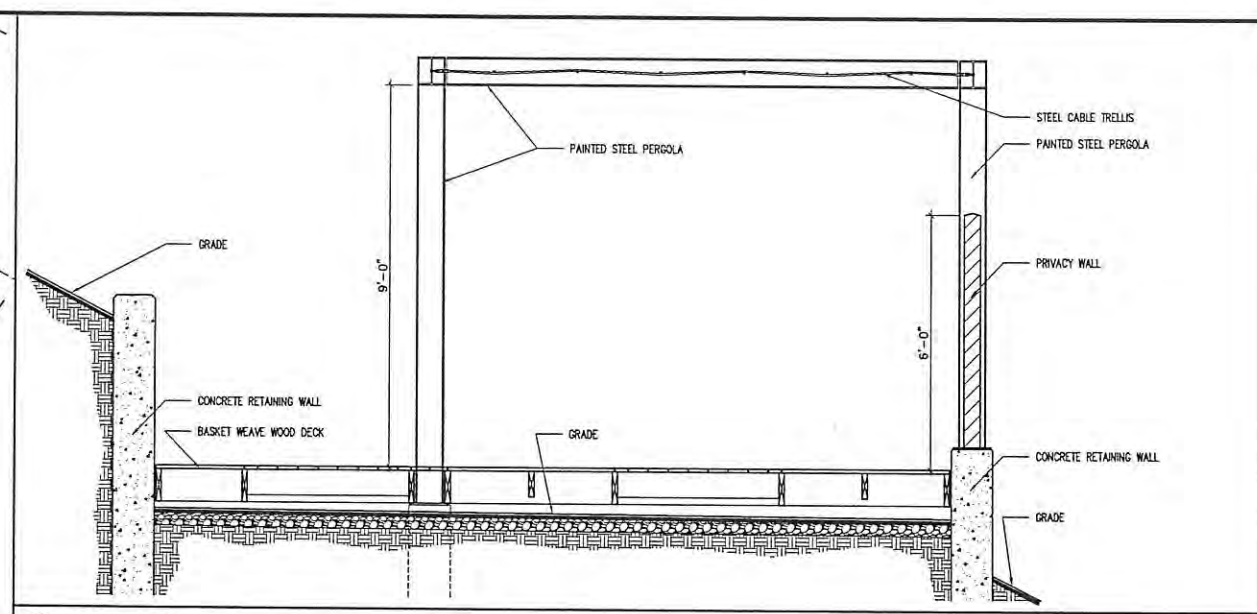
**Catizone Engineering, P.C.**  
 Civil Engineer  
 9 Overlook Terrace  
 Larchmont, NY 10538  
 914-269-8358

Sheet Title:  
**BUILDING ELEVATIONS**

Seal & Signature	Date: 3-03-2014
	Scale: AS NOTED
	Job #: 1321
	Sheet Title: SD-405
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1 OPEN SPACE AMENITY AREA PLAN  
1/8" = 1'-0"



2 PERGOLA SECTION  
1/2" = 1'-0"

Rev. #	Revision Description	Date:

Project Description:  
 PROPOSED MULTIFAMILY DEVELOPMENT  
 120 NORTH PEARL STREET  
 PORT CHESTER, NEW YORK 10573

Building Owner:  
 AGD NORTH PEARL LLC  
 5 WALLER AVE  
 WHITE PLAINS, NY 10601

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 914 949 1851 Fax 949 5376

**Catizone Engineering, P.C.**  
 Civil Engineer  
 9 Overlook Terrace  
 Larchmont, NY 10538  
 914 269 8358

Sheet Title:  
 PERGOLA PLAN & DETAILS

Seal & Signature	Date: 3-03-2014
	Scale: AS NOTED
	Job#: 1321
	Sheet Title: SD-406
Sheet/SHEET INDEX of TOTAL SHEETS	

**GENERAL NOTES:**

1. BASE INFORMATION WAS TAKEN FROM A SURVEY ENTITLED "SURVEY OF PROPERTY PREPARED FOR LIGHTHOUSE ENTERPRISES, LLC, IN THE VILLAGE OF PORT CHESTER, TOWN OF THE COUNTY OF WESTCHESTER, NY," PREPARED BY WARD CARPENTER ENGINEERS, INC, 76 WAMARONECK AVENUE, WHITE PLAINS, NY 10601 AND DATED DECEMBER 19, 2013.
2. SUPPLEMENTAL STORM AND SEWER INFORMATION WAS TAKEN FROM VILLAGE RECORD DRAWINGS.
3. WATER MAIN INFORMATION WAS TAKEN FROM UNITED WATER WORKS RECORD PLANS.
4. SLOPES ANALYSIS IS BASED ON CONTOURS PROVIDED IN BASE INFORMATION.
5. STORMWATER SYSTEM IS CONSIDERED PRELIMINARY AND REQUIRES PERCOLATION TESTING AND EXCAVATION OF TEST PITS TO CONFIRM SOIL PROPERTIES.
6. THE PROJECT IS SERVICED BY PUBLIC WATER SUPPLIED BY WESTCHESTER JOINT WATER WORKS.
7. THE PROJECT IS SERVICED BY PUBLIC SEWER SYSTEM.
8. THE MEP ENGINEER SHALL VERIFY SIZES OF DOMESTIC WATER FIRE AND AND SEWER SERVICES.
9. THE PROJECT SITE IS SERVICED BY NATURAL GAS PROVIDED BY CONSOLIDATED EDISON CORPORATION. GAS IS SHOWN FOR COORDINATION PURPOSES.
10. PROPOSED RETAINING WALLS SHOWN SHALL BE DESIGNED AND DETAILED BY AN ENGINEER BASED ON GEOTECHNICAL INFORMATION.
11. ROCK REMOVAL SHALL EMPLOY MECHANICAL METHODS. SHOULD BLASTING BE REQUIRED, THE BLASTING CONTRACTOR SHALL SUBMIT A BLASTING PLAN FOR APPROVAL BY THE VILLAGE OF PORT CHESTER. THE BLASTING PLAN SHALL EMPLOY LINE DRILLING OR PRE-BLASTING PROCEDURES TO MINIMIZE IMPACTS TO OFFSITE PROPERTIES. ADDITIONALLY, A PRE-BLAST SURVEY AND MONITORING IS REQUIRED.
12. MAXIMUM ROCK SLOPES SHALL BE DETERMINED BY THE GEOTECHNICAL ENGINEER.
13. A PORTABLE ROCK CRUSHING/SCREENING PLANT MAY BE UTILIZED TO GENERATE VARIOUS STONE PRODUCTS FOR THE PROJECT AND TO MINIMIZE MATERIAL TO BE TRANSPORTED OFF SITE.
14. CONTRACTOR SHALL SECURE SITE WITH CHAIN LINK FENCE AND DEFINE ACCESS POINTS.

**CONSTRUCTION NOTES:**

1. THE CONTRACTOR SHALL SECURE ALL APPLICABLE PERMITS.
2. THE CONTRACTOR SHALL CONTACT UPPO AT 1-800-952-7862 TO ORDER A UTILITIES MARK-OUT AND VERIFY ALL EXISTING UNDERGROUND UTILITIES AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. IT MAY BE NECESSARY TO CONTRACT A PRIVATE UTILITY MARK-OUT COMPANY FOR MARK-OUT OF UTILITIES ON PRIVATE PROPERTY.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT EMERGENCY SERVICES TO INFORM THEM OF ANY WORK WITHIN THE RIGHT OF WAY AND ASSOCIATED ROADWAY OR LANE CLOSURES.
4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SITE ROADWAYS FREE OF DEBRIS AND SEDIMENT.
5. THE CONTRACTOR SHALL INSTALL AND MAINTAIN REQUIRED SEDIMENT AND EROSION CONTROL MEASURES IN ACCORDANCE WITH NYSDEC STANDARDS AND PROVIDE AN INSPECTION OF SUCH MEASURES ON A WEEKLY BASIS AND FOLLOWING ANY RAIN STORM GENERATING 0.5 INCHES OF RAINFALL OR GREATER. THE CONSTRUCTION OF ALL STORM WATER MANAGEMENT FACILITIES MUST BE UNDER THE SUPERVISION OF AND CERTIFICATION BY THE STORM WATER MANAGEMENT DESIGN ENGINEER OF RECORD. AN AS-BUILT MUST BE PROVIDED.
6. COPIES OF "NYSDEC" CERTIFIED "TRAINED INDIVIDUAL" MUST BE SUBMITTED TO VILLAGE OF PORT CHESTER PRIOR TO ANY ACTIVITIES INVOLVING SOILS DISTURBANCE. THE NYSDEC CERTIFIED "TRAINED INDIVIDUAL" MUST BE ON SITE AT ALL TIMES WHERE SOIL DISTURBANCE IS TAKING PLACE.
7. THE OWNER SHALL BE RESPONSIBLE FOR PERMANENT STORM WATER MANAGEMENT MAINTENANCE PROGRAM INCLUDING IMPLEMENTATION OF CORRECTIVE MEASURES WHEN DEFICIENCIES ARE IDENTIFIED.
8. THE CONTRACTOR SHALL REMOVE DEMOLITION DEBRIS INCLUDING BUT NOT LIMITED TO BUILDING DEMOLITION DEBRIS, IMPERVIOUS SURFACES AND MISCELLANEOUS FENCES, SIGNS AND LIGHTING AND DISPOSED OF THEM AT AN APPROVED FACILITY.
9. IF UNSUITABLE SOILS ARE ENCOUNTERED, THEY SHALL BE REMOVED FROM THE SITE AND REPLACED WITH RW1 OF BANK GRAVEL.
10. THE CONTRACTOR SHALL NOTIFY THE OWNER, IN WRITING, OF ANY CONDITIONS THAT DIFFER FROM THE PLANS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ON-SITE OR OFF-SITE DAMAGES TO PROPERTY OR VEGETATION CAUSED BY HIS OPERATIONS. SUCH DAMAGES SHALL BE REPAIRED OR REPLACED, AT THE CONTRACTORS EXPENSE, TO THE SATISFACTION OF THE OWNER OR AGENCY HAVING JURISDICTION.
12. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE TOWARDS EXISTING DRAINAGE INLETS AND/OR DRAINAGE CHANNELS IN ACCORDANCE WITH THE PLANS.
13. CURBS AND PAVEMENTS SHALL BE SAWCUT PRIOR TO REMOVAL.
14. ALL WORK WITHIN THE RIGHT OF WAY SHALL COMPLY WITH THE VILLAGE OF PORT CHESTER REQUIREMENTS.

**UTILITY NOTES:**

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, MATERIAL CONDITION AND ELEVATIONS OF ALL PROPOSED UTILITY CROSSINGS AND CONNECTION POINTS AND REPORT AND DISCREPANCIES OWNER, IN WRITING.
10. GATE VALVES SHALL BE WUELLER MODEL 2360 RESILIENT WEDGE TYPE, VALVE OPERATION PER WESTCHESTER JOINT WATER WORKS REQUIREMENTS.
11. WATER PIPING AND INSTALLATION SHALL CONFORM WITH WESTCHESTER JOINT WATER WORKS REQUIREMENT.
12. A DOUBLE CHECK VALE (DCV) IS REQUIRED ON THE FIRE SERVICE. THE SIAMESE CONNECTION SHALL BE TIED INTO THE BUILDING SIDE OF THE DVC. THE DCV SHALL BE LOCATED WITHIN THE UTILITY ROOM. APPROVAL BY WCDOH IS REQUIRED.
13. A REDUCED PRESSURE ZONE BACKFLOW PREVENTION DEVICE (RPZ) IS REQUIRED ON THE DOMESTIC WATER SUPPLY. DISCHARGE FROM THE RPZ MUST BE ROUTED TO AN INTERIOR DRAIN. PER NYSDEC REGULATIONS, ALL INTERIOR DRAINS MUST DRAIN TO THE SANITARY SYSTEM. APPROVAL FROM WCDOH IS REQUIRED.
14. THE MEP ENGINEER SHALL SUBMIT CALCULATIONS FOR SIZING OF THE DOMESTIC AND FIRE WATER SERVICES FOR APPROVAL BY VILLAGE OF PORT CHESTER.
15. THE SANITARY SEWER SERVICE SIZING SHALL INCLUDE MAXIMUM DAILY FLOW DEMAND FROM THE PROPOSED RESIDENTIAL UNITS AND DISCHARGE FROM THE DOMESTIC WATER SERVICE RPZ. THE MEP ENGINEER SHALL SUBMIT CALCULATIONS FOR APPROVAL BY VILLAGE OF PORT CHESTER.
16. THE CONTRACTOR SHALL VERIFY THAT ANY EXISTING WATER SERVICE PREVIOUSLY SERVICING THE SITE ARE INACTIVE. IF THE SERVICES ARE ACTIVE THEY SHALL BE CAPPED AT THE MAIN AT THE DEVELOPERS EXPENSE.
17. THE CONTRACTOR SHALL VERIFY THAT ALL SANITARY SERVICES PREVIOUSLY SERVICING THE SITE ARE CUT AND CAPPED PER CITY OF WHITE PLAINS REQUIREMENTS.
18. EXISTING STORM SERVICE SHALL BE ABANDONED PER VILLAGE OF PORT CHESTER REQUIREMENTS.
19. GATE VALVES SHALL BE WUELLER MODEL 2360 RESILIENT WEDGE TYPE, VALVE OPERATION PER WESTCHESTER JOINT WATER WORKS REQUIREMENTS.
20. FOOTING DRAIN CONNECTION SHALL BE TIED INTO THE STREET SIDE OF THE DETENTION SYSTEM CONTROL STRUCTURE.
21. PIPE LENGTHS SHOWN FOR SANITARY SYSTEM SHALL BE ASSUMED TO BE FROM CENTER OF DRAINAGE STRUCTURE TO CENTER OF DRAINAGE STRUCTURE. CONTRACTOR SHALL ESTABLISH UNIFORM SLOPE THROUGH THE DRAINAGE STRUCTURE.
22. PIPE LENGTHS SHOWN FOR STORMWATER SYSTEMS ARE ASSUMED TO BE FROM CENTER OF DRAINAGE STRUCTURE TO CENTER OF DRAINAGE STRUCTURE, WITH THE EXCEPTION OF TIE-IN TO RECHARGER UNITS, WHERE PIPE LENGTHS ARE SHOWN TO THE FACE OF THE STRUCTURE.
23. STORMWATER RECHARGER UNITS SHALL BE 330XLHD MANUFACTURED BY CULTEC. EQUALIZATION PIPING SHALL BE INSTALLED AT 14FT INTERVALS.

**EROSION AND SEDIMENT CONTROL NOTES**

1. SEDIMENT AND EROSION CONTROL INSTALLATION AND MAINTENANCE MEASURES SHALL MEET THE REQUIREMENTS OF THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
2. ANY POTENTIALLY ERODIBLE MATERIAL TEMPORARILY STOCKPILED ON THE SITE DURING THE CONSTRUCTION PROCESS SHALL BE LOCATED IN AN AREA AWAY FROM STORM DRAINAGE AND SHALL BE PROPERLY PROTECTED FROM EROSION BY A SURROUNDING SILT FENCE.
3. DISTURBED AREAS WHERE WORK IS DELAYED OR COMPLETED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT VEGETATIVE COVER WITHIN 14 DAYS.
4. DUST CONTROL SHALL BE ACCOMPLISHED BY STANDARD METHODS OF LIGHTLY WATERING ALL EXPOSED SOIL AND RAPIDLY STABILIZING THE REGRADED AREAS WITH TOPSOIL, LOAM AND/OR SEEDING.
5. THE VILLAGE OF PORT CHESTER SHALL BE NOTIFIED NO LESS THAN 48 HOURS PRIOR TO THE START OF ANY SITE WORK, AND BY SUCH NOTIFICATION, SHALL BE PROVIDED WITH THE NAME AND TELEPHONE NUMBER OF THE GENERAL CONTRACTOR RESPONSIBLE FOR SUCH WORK.
6. THE VILLAGE OF PORT CHESTER MAY INSPECT EROSION AND SEDIMENT CONTROL PRACTICES TO DETERMINE THEIR EFFECTIVENESS AND MAY REQUIRE ADDITIONAL MEASURES, AS DEEMED NECESSARY.
7. ALL EROSION CONTROL MEASURES EMPLOYED DURING THE CONSTRUCTION PROCESS SHALL BE INSPECTED AND MAINTAINED BY THE CONTRACTOR FOR CONFORMANCE WITH NYSDEC STANDARDS. SEDIMENT SHALL BE REMOVED WHEN THE ACCUMULATION REACHES 50% OF THE EFFECTIVE DEPTH.
8. IF GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL EMPLOY DEWATERING AND SEDIMENT REMOVAL TECHNIQUES IN ACCORDANCE WITH NEW YORK DEC STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
9. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED ONCE THE DISTURBED AREAS HAVE BEEN STABILIZED.
10. THERE SHALL BE NO SOIL STOCKPILING, PARKING OF CONSTRUCTION EQUIPMENT OR STORAGE OF CONSTRUCTION MATERIALS IN AREAS THAT ARE PROPOSED FOR STORMWATER MANAGEMENT.
11. SLOPE STABILIZATION SHALL CONSIST OF ONE OF THE FOLLOWING:
  - ESTABLISHMENT OF VEGETATION FOR AREA WHERE SLOPES ARE 3:1 OR FLATTER.
  - INSTALLATION OF REINFORCED TURF IN AREAS WHERE SLOPES ARE 3:1 TO 2:1. REINFORCEMENT MATTING AND ANCHORAGE PER GEOTECHNICAL ENGINEER.
  - ESTABLISHMENT OF STABLE ROCK FACE, AS DETERMINED BY GEOTECHNICAL ENGINEER.
  - OTHER STRUCTURAL OR NON STRUCTURAL MEASURES FOR SPECIAL OR SPECIFIC CONDITIONS, AS DETERMINED BY GEOTECHNICAL ENGINEER.

**CONSTRUCTION SEQUENCING SCHEDULE:**

1. INSTALL SILT FENCE AND CONSTRUCTION FENCING PRIOR TO MOBILIZATION.
2. INSTALL STABILIZED CONSTRUCTION ENTRANCE, FIELD TRAILER AND IDENTIFY CRITICAL AREAS INCLUDING STAGING AREAS, VEHICULAR PARKING AREAS AND STOCKPILE AREAS.
3. INSTALL FENCING TO PROTECT PROPOSED STORMWATER MANAGEMENT AREAS FROM CONSTRUCTION TRAFFIC.
4. INSTALL DMH-1 AND DMH-2 AND ASSOCIATED PIPING.
5. CONSTRUCT EXCAVATED DROP INLET AT DMH-2.
6. PROCEED WITH CLEARING AND GRUBBING OPERATIONS AND ROUGH GRADING.
7. PROCEED WITH ROCK REMOVAL AND ROCK CRUSHING OPERATIONS.
8. CONSTRUCT BUILDING FOUNDATION WALLS AND REMOVE EXCESS SOILS WITHIN THE BUILDING FOOTPRINT.
9. INSTALL STORMWATER MANAGEMENT SYSTEM, INLETS AND PIPING AND PROVIDE INLET PROTECTION AROUND NEWLY INSTALLED INLETS.
10. INSTALL SITE UTILITIES INCLUDING WATER, SEWER, GAS AND ELECTRIC SERVICES.
11. INSTALL CURBS, SIDEWALKS AND PAVEMENT BASE.
12. REMOVE CONSTRUCTION ENTRANCE ONCE SITE HAS BEEN STABILIZED.
13. INSTALL TOPSOIL AND PERMANENT STABILIZATION.
14. INSTALL BITUMINOUS PAVEMENT.
15. REMOVE ACCUMULATED SEDIMENT FROM THE STORM SYSTEM AND STORMWATER MANAGEMENT SYSTEMS.
16. REMOVE ALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES ONCE THE SITE HAS BEEN STABILIZED.
17. EVALUATE POST-DEVELOPMENT RUNOFF CONDITIONS TO VERIFY THAT THE SITE RUNOFF IS EFFECTIVELY COLLECTED AND CONVEYED AS DESIGNED.

Rev. #	Revision Description	Date:


Project Description:  
 PROPOSED MULTIFAMILY DEVELOPMENT  
 120 NORTH PEARL STREET  
 PORT CHESTER, NEW YORK 10573

Building Owner:  
 AGD NORTH PEARL LLC  
 5 WALLER AVE  
 WHITE PLAINS, NY 10601

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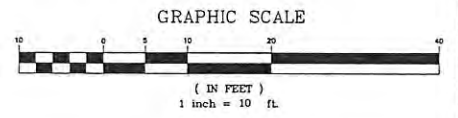
**SITE NOTES**

Seal & Signature	Date:	03-03-2014
	Scale:	1"=10'
	Job#:	14003
	Sheet Title:	SD-407
	Sheet:	of

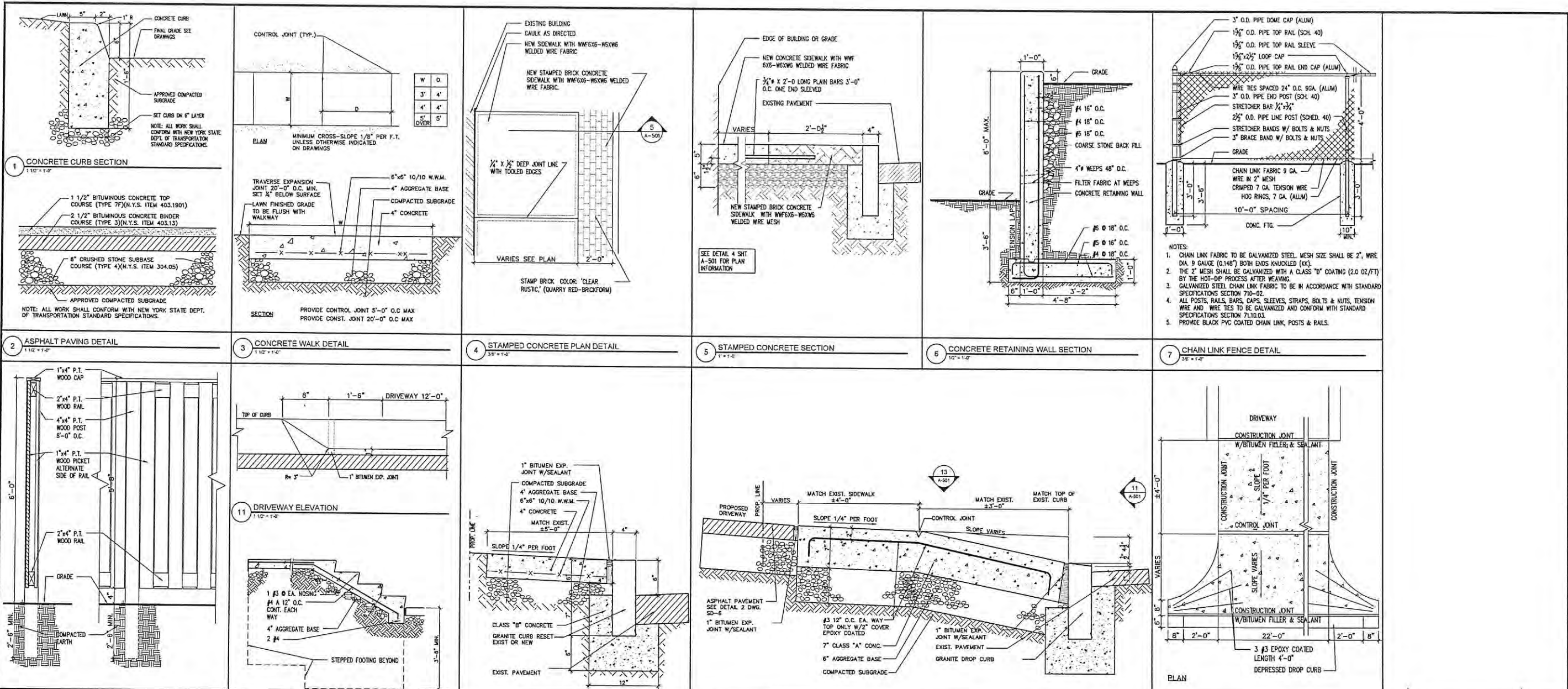


Slopes Table

Number	Minimum Slope	Maximum Slope	Color	Area (sq. ft.)
1	0.00%	15.00%	White	9688.98
2	15.00%	25.00%	Light Gray	5521.87
3	25.00%	35.00%	Medium Gray	7152.41
4	35.00%	Vertical	Dark Gray	6456.46



Rev. #	Revision Description	Date
Project Description:		
PROPOSED MULTIFAMILY DEVELOPMENT		
120 NORTH PEARL STREET		
PORT CHESTER, NEW YORK 10573		
Building Owner:		
AGD NORTH PEARL LLC		
5 WALLER AVE		
WHITE PLAINS, NY 10601		
Papp Architects, P.C.		
188 East Post Road		
White Plains, N.Y. 10601		
914 949 1851 Fax 949 5376		
Catzone Engineering, P.C.		
Civil Engineer		
9 Overlook Terrace		
Larchmont, NY 10538		
914 269 8358		
Sheet Title:		
EXISTING SLOPES PLAN		
Seal & Signature	Date:	03-03-2014
	Scale:	1"=10'
	Job#:	14003
	Sheet Title:	SD-408
	Sheet:	of



- NOTES:
- CHAIN LINK FABRIC TO BE GALVANIZED STEEL, MESH SIZE SHALL BE 2", WIRE DIA. 9 GAUGE (0.148") BOTH ENDS KNUCKLED (KX).
  - THE 2" MESH SHALL BE GALVANIZED WITH A CLASS "D" COATING (2.0 OZ/FT<sup>2</sup>) BY THE HOT-DIP PROCESS AFTER WEAVING.
  - GALVANIZED STEEL CHAIN LINK FABRIC TO BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 710-02.
  - ALL POSTS, RAILS, BARS, CAPS, SLEEVES, STRAPS, BOLTS & NUTS, TENSION WIRE AND WIRE TIES TO BE GALVANIZED AND CONFORM WITH STANDARD SPECIFICATIONS SECTION 711.03.
  - PROVIDE BLACK PVC COATED CHAIN LINK, POSTS & RAILS.

Rev.	Description	Date

Project Description:  
**PROPOSED MULTIFAMILY DEVELOPMENT**  
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**PORT CHESTER, NEW YORK 10573**

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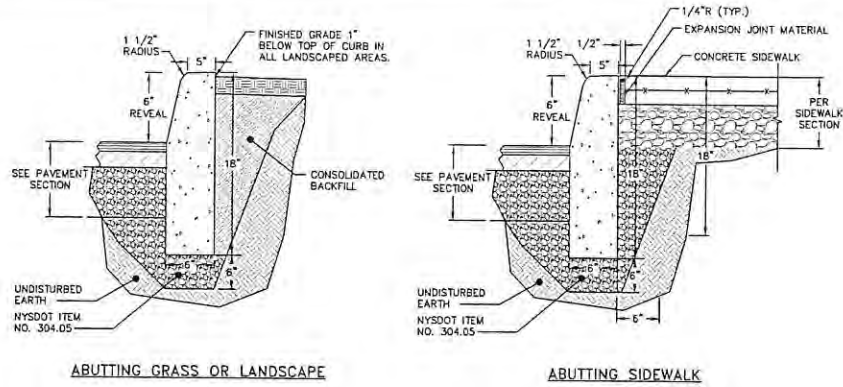
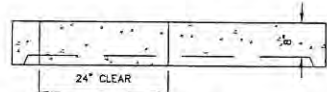
**Papp Architects, P.C.**  
 188 East Post Road  
 White Plains, N.Y. 10601  
 914 949 1851 Fax 949 5376

**Catizone Engineering, P.C.**  
 Civil Engineer  
 9 Overlook Terrace  
 Larchmont, NY 10538  
 914 269 8358

Sheet Title:  
**SITE DETAILS**

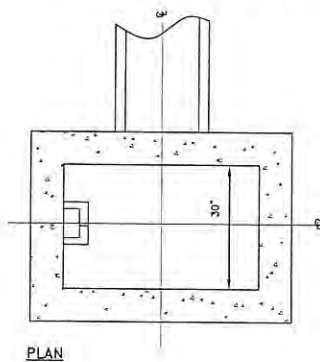
Seal & Signature: \_\_\_\_\_ Date: 3-03-2014  
 Scale: AS NOTED  
 Job #: 1321  
 Sheet Title: **SD-501**  
 Sheet/SHEET INDEX of TOTAL SHEETS

**SHALLOW MANHOLE REINFORCED CONCRETE TOP SLAB**  
NOT TO SCALE

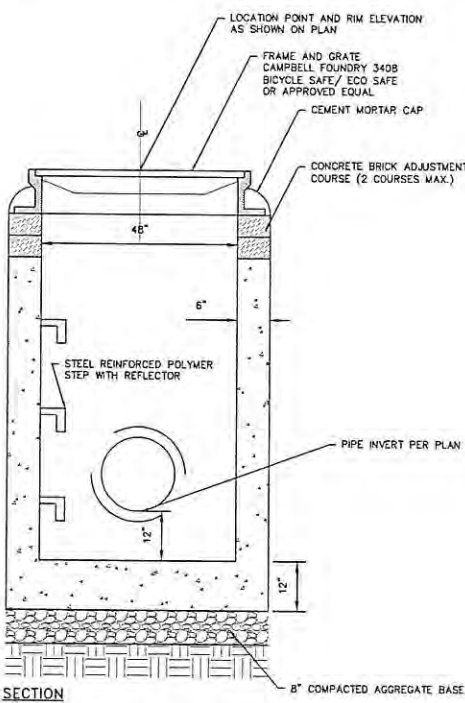


- NOTES:**
1. CONCRETE CURB SHALL BE 3,500 PSI CAST-IN-PLACE, AND IN ACCORDANCE WITH NYS DOT STANDARD SPECIFICATION SECTION 609.
  2. EXPANSION JOINTS OF 1/2" CELLULOSE OR SIMILAR MATERIAL SHALL BE PLACED AT 10 FOOT INTERVALS.

**CAST-IN-PLACE CONCRETE CURB DETAIL**  
NOT TO SCALE

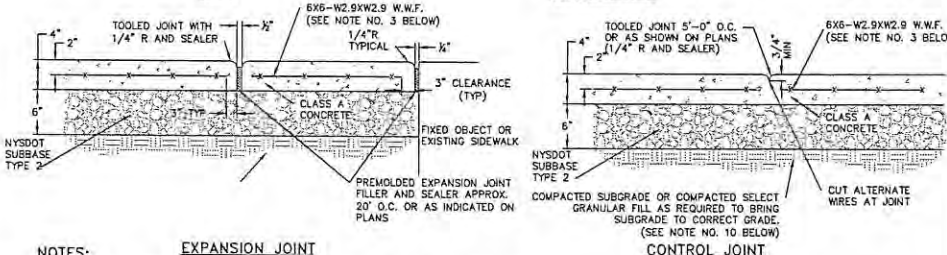
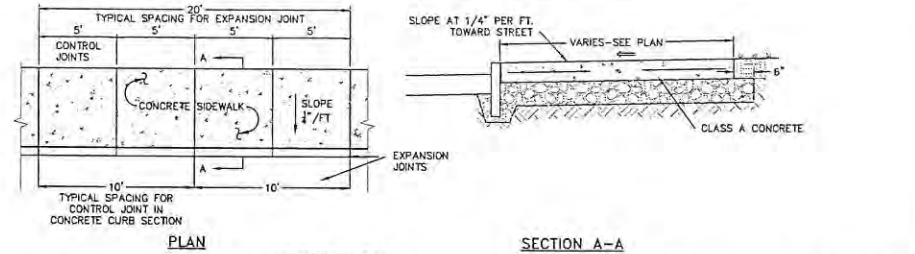


PLAN



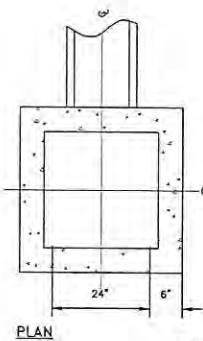
- NOTES:**
1. DRAIN INLET SHALL CONFORM TO ASTM C-913.
  2. GRATES MUST BE "ECO-FRIENDLY".
  3. PRECAST CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF 4,000 PSI AT 28 DAYS.
  4. STEEL REINFORCEMENT SHALL CONFORM TO ASTM A-185.
  5. ALL SECTIONS SHALL BE FABRICATED IN A SINGLE MONOLITHIC CONCRETE POUR.
  6. PIPE PENETRATIONS SHALL BE FILLED AND PARGED WITH CEMENT MORTAR FOR A SOIL TIGHT CONNECTION. ALTERNATIVELY, RUBBER BOOTS OR "LINK-SEAL" MAY BE USED.
  7. EXCAVATION AND TRENCHING SHALL MEET ALL OSHA REQUIREMENTS.

**DRAIN INLET (DI)**  
NOT TO SCALE

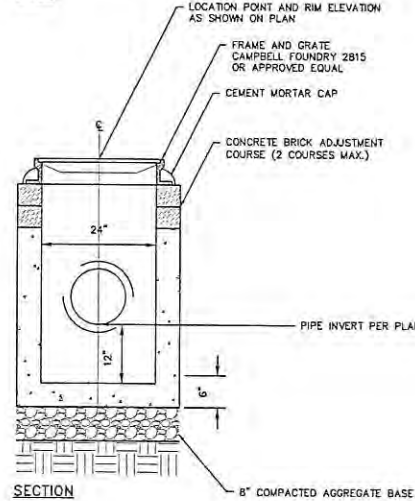


- NOTES:**
1. 10' SPACING OF CONTROL JOINTS SHALL BE USED FOR CAST IN PLACE CONCRETE CURBS.
  2. MATERIAL AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYS DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED JANUARY 2, 2002, AND ALL ADDENDA THERETO; THE ONLY EXCEPTION BEING THAT THE WORK OF THIS CONTRACT SHALL BE MEASURED IN ENGLISH UNITS.
  3. ALL CONCRETE SHALL BE 3500 PSI CLASS A CONCRETE. CONCRETE MATERIALS, PLACEMENT, AND CONSTRUCTION SHALL CONFORM WITH SECTION 500 OF THE ABOVE REFERENCED NYS DOT STANDARD SPECIFICATIONS.
  4. REINFORCING STEEL FOR CONCRETE SHALL CONFORM WITH SECTION 556 - REINFORCING STEEL FOR CONCRETE STRUCTURES OF THE ABOVE REFERENCED NYS DOT STANDARD SPECIFICATIONS AND AS SPECIFICALLY CALLED OUT IN THE DRAWINGS.
  5. ALL EXPOSED SURFACES SHALL HAVE A BROOM TEXTURED FINISH.
  6. EXPANSION JOINTS SHALL BE LOCATED A MAXIMUM OF 20'-0" ON CENTER, OR AS INDICATED ON PLANS.
  7. JOINTS SHALL NOT BE SAW CUT.

**CONCRETE SIDEWALK DETAIL**  
NOT TO SCALE

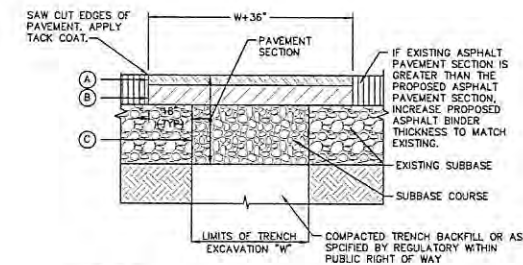


PLAN



- NOTES:**
1. YARD SHALL CONFORM TO ASTM C-913.
  2. PRECAST CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF 4,000 PSI AT 28 DAYS.
  3. STEEL REINFORCEMENT SHALL CONFORM TO ASTM A-185.
  4. ALL SECTIONS SHALL BE FABRICATED IN A SINGLE MONOLITHIC CONCRETE POUR.
  5. PIPE PENETRATIONS SHALL BE FILLED AND PARGED WITH CEMENT MORTAR FOR A SOIL TIGHT CONNECTION. ALTERNATIVELY, RUBBER BOOTS OR "LINK-SEAL" MAY BE USED.
  6. EXCAVATION AND TRENCHING SHALL MEET ALL OSHA REQUIREMENTS.

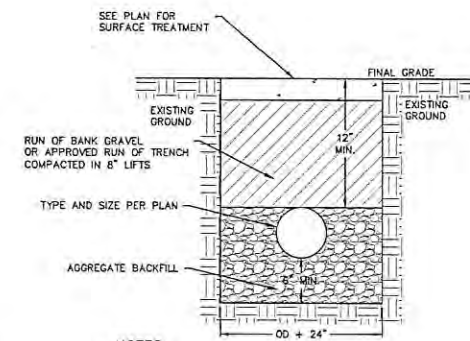
**YARD DRAIN (YD)**  
NOT TO SCALE



- LEGEND**
- (A) 1 1/2" ASPHALT CONCRETE TOP COURSE - NYS DOT TYPE 6, ITEM 403.16
  - (B) 3 1/2" ASPHALT CONCRETE BINDER COURSE - NYS DOT TYPE 1, ITEM 403.13
  - (C) 8" GRANULAR SUBBASE COURSE - NYS DOT TYPE 4, ITEM 304.05

- NOTES:**
1. SAW CUT MIN. 18" BEYOND EXCAVATION.
  2. FURNISH, PLACE, AND COMPACT SUBBASE.
  3. TACK COAT IN ACCORDANCE WITH NYS DOT STANDARD SPEC.
  4. FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT AS SPECIFIED.

**PAVEMENT RESTORATION DETAIL**  
NOT TO SCALE



- NOTES:**
1. EXCAVATION AND TRENCHING SHALL MEET ALL OSHA REQUIREMENTS.

**SANITARY AND STORMWATER PIPE IN TRENCH DETAIL**  
NOT TO SCALE

- NOTES:**
1. MANHOLES SHALL CONFORM TO ASTM C-478.
  2. A SHALLOW MANHOLE TOP SHALL BE UTILIZED FOR MANHOLES HAVING AN OVERALL DEPTH OF 5 FT. OR LESS OR IF THE PIPE PENETRATION WOULD OTHERWISE BE WITHIN THE ECCENTRIC CONE SECTION.
  3. PRECAST CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF 4,000 PSI AT 28 DAYS.
  4. STEEL REINFORCEMENT SHALL CONFORM TO ASTM A-185.
  5. ALL SECTIONS SHALL BE FABRICATED IN A SINGLE MONOLITHIC CONCRETE POUR.
  6. MANHOLES SHALL BE CERTIFIED AS MEETING H20 VEHICULAR LOADING REQUIREMENTS.
  7. PIPE PENETRATIONS SHALL BE FILLED AND PARGED WITH CEMENT MORTAR FOR A SOIL TIGHT CONNECTION. ALTERNATIVELY, RUBBER BOOTS OR "LINK-SEAL" MAY BE USED.
  8. MAXIMUM PIPE SIZE IS BASED ON 45° AND 90° DEFLECTION ANGLE. THE ACTUAL MANHOLE DIAMETER SHALL BE DETERMINED BY THE PIPE SIZES, CONFIGURATIONS AND DEFLECTION ANGLES FOR EACH MANHOLE.
  9. EXCAVATION AND TRENCHING SHALL MEET ALL OSHA REQUIREMENTS.

REQUIREMENTS FOR MANHOLE			
DIA.	B	DEPTH 45° DEF.	DEPTH 90° DEF.
48"	5'	4 1/4"	30"
60"	6'	4 3/4"	36"
72"	7'	5"	42"
84"	8'	5 1/4"	48"

**DRAINAGE MANHOLE (DMH)**  
NOT TO SCALE

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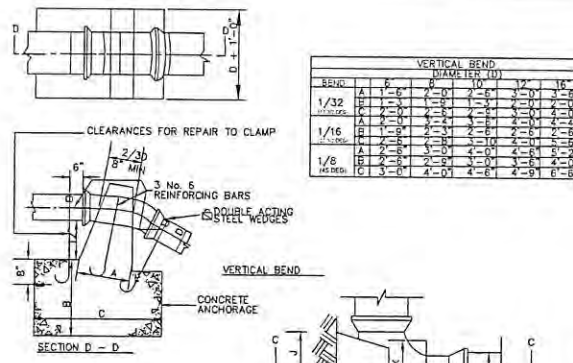
Sheet Title:  
**SITE DETAILS**

Scale:  
 1"=10'

Job#: 14003

Sheet Title: **SD-502**

Sheet: of



VERTICAL BEND (DIAMETER (D))		6"	8"	10"	12"	16"
1/32	min	1'-0"	2'-0"	2'-0"	3'-0"	4'-0"
1/16	min	1'-0"	2'-0"	2'-0"	3'-0"	4'-0"
1/8	min	1'-0"	2'-0"	2'-0"	3'-0"	4'-0"

- NOTES:**
1. ALL CONCRETE TO BE 3500 P.S.I. CONCRETE.
  2. ALL THRUST BLOCK TO BE CARRIED TO UNDISTURBED EARTH.
  3. THRUST BLOCK DIMENSIONS SHOWN ARE MINIMUM FOR 150 P.S.I. WATER PRESSURE AND SOIL RESISTANCE OF 2 KIPS PER SQ. FT. CONTRACTOR SHALL ADJUST FOR OTHER CONDITIONS AND SUBMIT FOR APPROVAL.

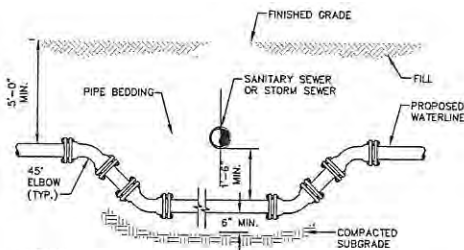
TEE		6"	8"	10"	12"
H	min	8"	9"	10"	11"
I	min	8"	10"	12"	1'-2"
J	min	7"	9"	12"	1'-2"
K	min	6"	8"	8"	8"

\* THROUGH PIPE DIAMETER

**NOTES:**

1. ALL CONCRETE TO BE 3500 P.S.I. CONCRETE.
2. ALL THRUST BLOCK TO BE CARRIED TO UNDISTURBED EARTH.
3. THRUST BLOCK DIMENSIONS SHOWN ARE MINIMUM FOR 150 P.S.I. WATER PRESSURE AND SOIL RESISTANCE OF 2 KIPS PER SQ. FT. CONTRACTOR SHALL ADJUST FOR OTHER CONDITIONS AND SUBMIT FOR APPROVAL.

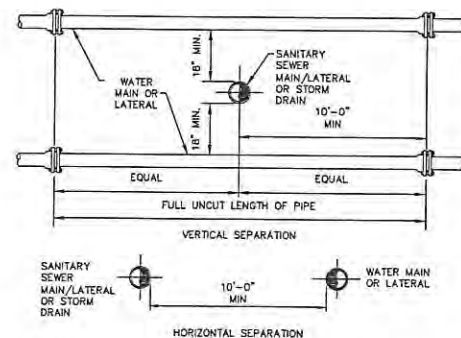
**WATER MAIN RESTRAINT DETAIL**  
NOT TO SCALE



**NOTES:**

1. WHEN THE ELEVATION OF THE SEWER CAN NOT BE VARIED TO MEET THE ABOVE REQUIREMENTS, THE WATER MAIN SHALL BE RELOCATED TO PROVIDE THIS REQUIRED SEPARATION.
2. WHEN IT IS IMPOSSIBLE TO OBTAIN VERTICAL SEPARATION, BOTH THE WATER MAIN AND THE SEWER MAIN SHALL BE CONSTRUCTED OF MECHANICAL JOINT DUCTILE IRON PIPE OR PVC WATER WORKS GRADE PRESSURE PIPE EXTENDING A MINIMUM OF TEN FEET TO EACH SIDE OF CROSSING. BOTH PIPES WILL BE SUBJECT TO PRESSURE TESTING, AS DIRECTED BY WCDOH.

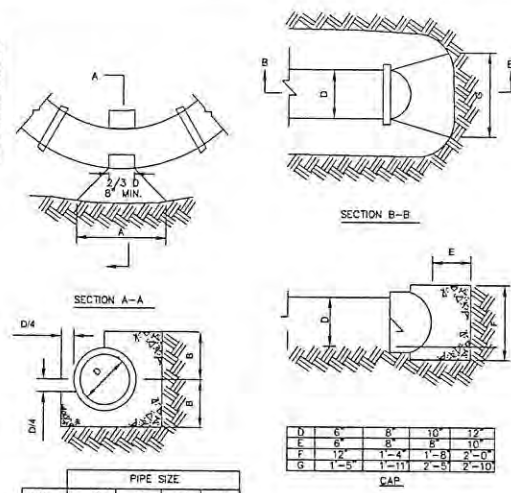
**WATER MAIN OFFSET DETAIL**  
NOT TO SCALE



**NOTES:**

1. APPROVAL FROM THE WESTCHESTER COUNTY DEPARTMENT OF HEALTH (WCDOH) IS REQUIRED IF MINIMUM SEPARATION REQUIREMENTS CAN NOT BE MET.
2. WHEN IT IS IMPOSSIBLE TO OBTAIN VERTICAL SEPARATION, BOTH THE WATER MAIN AND THE SEWER MAIN SHALL BE CONSTRUCTED OF MECHANICAL JOINT DUCTILE IRON PIPE OR PVC WATER WORKS GRADE PRESSURE PIPE EXTENDING A MINIMUM OF TEN FEET TO EACH SIDE OF CROSSING. BOTH PIPES WILL BE SUBJECT TO PRESSURE TESTING, AS DIRECTED BY WCDOH.

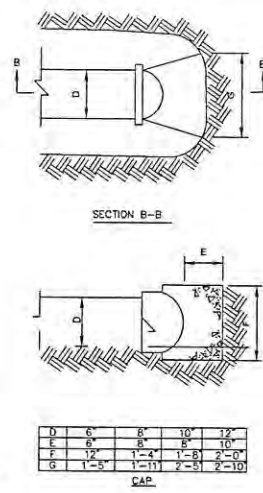
**WATER MAIN SEPARATION DETAIL**  
NOT TO SCALE



PIPE SIZE		6"	8"	10"	12"
1/32	min	6"	8"	10"	12"
1/16	min	7"	8"	9"	11"
1/8	min	7"	8"	9"	11"
1/4	min	7"	8"	9"	11"
CAP		1'-0"	1'-0"	1'-8"	2'-0"

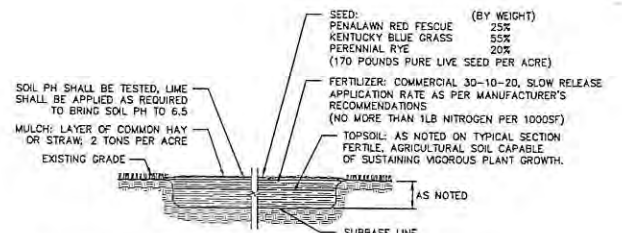
**NOTES:**

HORIZONTAL BEND



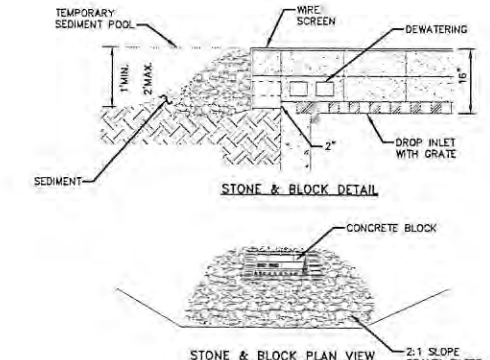
PIPE SIZE		6"	8"	10"	12"
1/32	min	6"	8"	10"	12"
1/16	min	7"	8"	9"	11"
1/8	min	7"	8"	9"	11"
1/4	min	7"	8"	9"	11"
CAP		1'-0"	1'-0"	1'-8"	2'-0"

**TOPSOIL SEED, FERTILIZER AND MULCH DETAIL**  
NOT TO SCALE

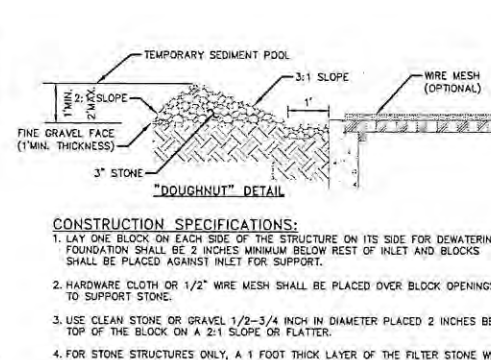


- NOTES:**
1. ALL CONCRETE SHALL BE 3500 PS CLASS A CONCRETE. CONCRETE MATERIALS, PLACEMENT AND CONSTRUCTION SHALL CONFORM WITH SECTION 500 OF THE ABOVE REFERENCED NYS DOT STANDARD SPECIFICATIONS.
  2. STEEL REINFORCEMENT SHALL CONFORM TO ASTM A-185.
  3. SOILS SHALL BE COMPACTED TO 95% OF THEIR MAXIMUM DRY DENSITY.
  4. PAD SHALL NOT BE PLACED ON UNSUITABLE SOILS.
  5. MATERIAL AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYS DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED JANUARY 2, 2002, AND ALL ADDENDA THERETO. THE ONLY EXCEPTION BEING THAT THE WORK OF THIS CONTRACT SHALL BE MEASURED IN ENGLISH UNITS.
  6. ALL EXPOSED SURFACES SHALL HAVE A BROOM TEXTURED FINISH.
  7. EXPANSION JOINTS SHALL BE LOCATED A MAXIMUM OF 20'-0" ON CENTER, OR AS INDICATED ON PLANS.
  8. JOINTS SHALL NOT BE SAW CUT.
  9. EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH "SUREBOND" (SAFE BOND) 58-7000 INTENSIFIER BRIGHT PROTECTOR AND SIDEWALK SEALER, OR EQUAL. RATE AND METHOD OF APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
  10. SUBBASE MATERIAL SHALL CONFORM WITH SECTION 304 OF THE ABOVE REFERENCED NYS DOT STANDARD.
  11. EXPANSION JOINTS SHALL BE SEALED WITH A POLYURETHANE SELF LEVELING CONCRETE JOINT SEALER. THE COLOR OF THE SEALER SHALL MATCH THE CONCRETE COLOR.
  12. ALL WORK SHALL CONFORM WITH SECTION 808-SIDEWALK, DRIVEWAYS, AND BICYCLE PATHS OF THE ABOVE REFERENCED NYS DOT STANDARD SPECIFICATIONS.

**REINFORCED CONCRETE APRON**  
NOT TO SCALE

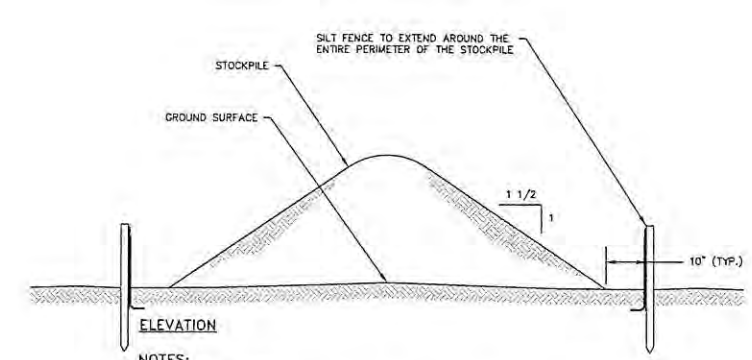


**CATCH BASIN STONE INLET PROTECTION DETAIL**  
NOT TO SCALE

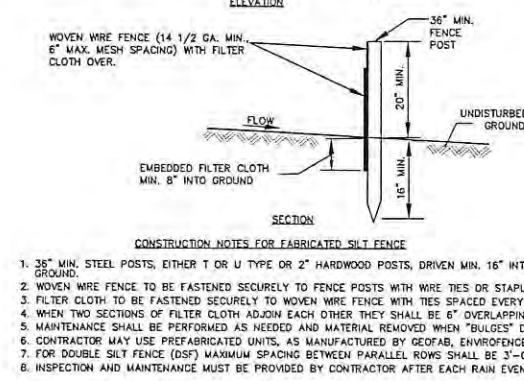
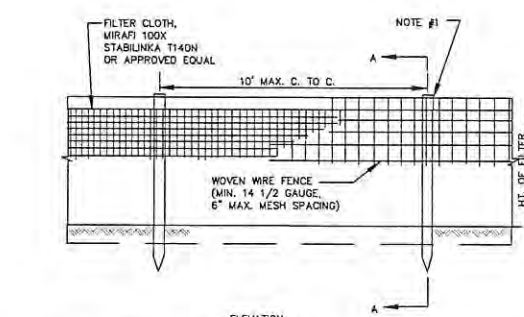


**CONSTRUCTION SPECIFICATIONS:**

1. LAY ONE BLOCK ON EACH SIDE OF THE STRUCTURE ON ITS SIDE FOR DEWATERING. FOUNDATION SHALL BE 2 INCHES MINIMUM BELOW REST OF INLET AND BLOCKS SHALL BE PLACED AGAINST INLET FOR SUPPORT.
2. HARDWARE CLOTH OR 1/2" WIRE MESH SHALL BE PLACED OVER BLOCK OPENINGS TO SUPPORT STONE.
3. USE CLEAN STONE OR GRAVEL 1/2"-3/4" INCH IN DIAMETER PLACED 2 INCHES BELOW TOP OF THE BLOCK ON A 2:1 SLOPE OR FLATTER.
4. FOR STONE STRUCTURES ONLY, A 1 FOOT THICK LAYER OF THE FILTER STONE WILL BE PLACED AGAINST THE 3 INCH STONE AS SHOWN ON THE DRAWINGS. MAXIMUM DRAINAGE AREA 1 ACRE.



**TEMPORARY SOIL STOCKPILE**  
NOT TO SCALE



**SILT FENCE**  
NOT TO SCALE

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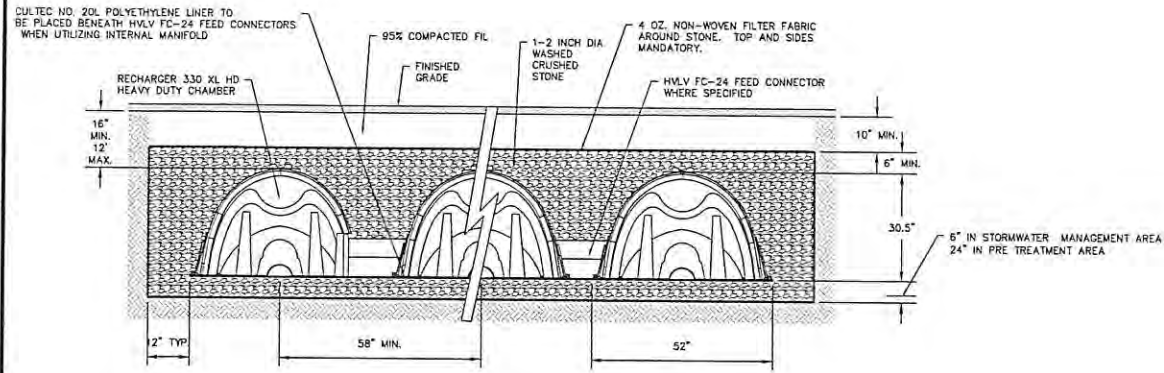
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1"=10'

Job:  
14003

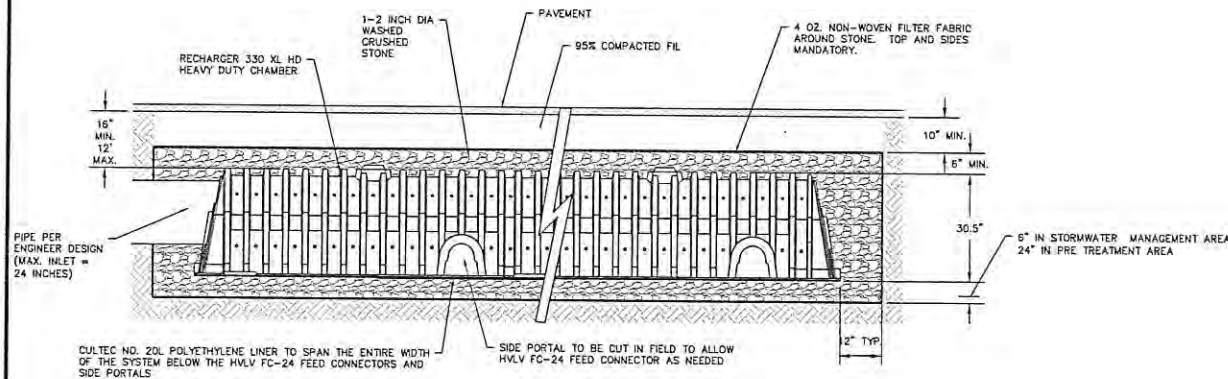
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Date:  
03-03-2014

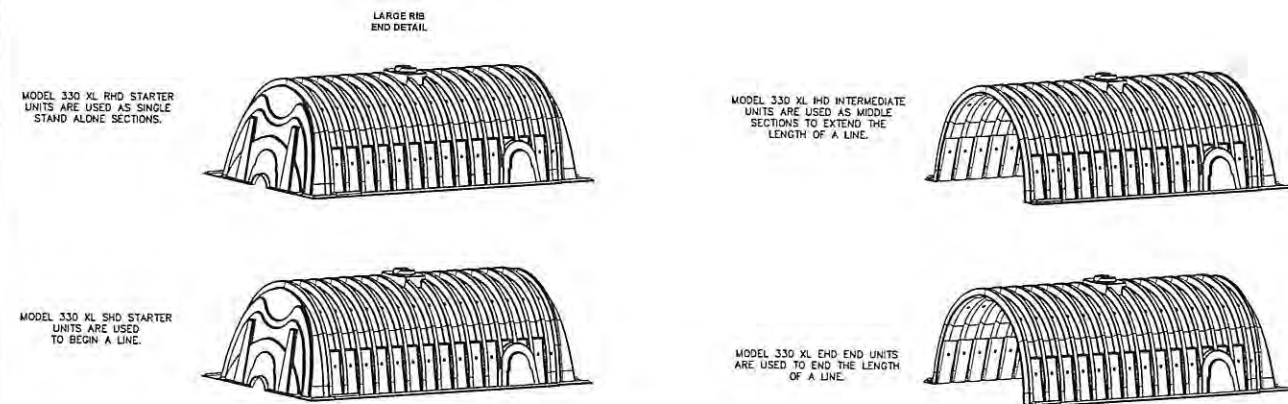
Professional Seal and Signature



**CULTEC RECHARGER 330 XL HD SECTION**  
NOT TO SCALE



**CULTEC RECHARGER 330 XL HD PROFILE**  
NOT TO SCALE

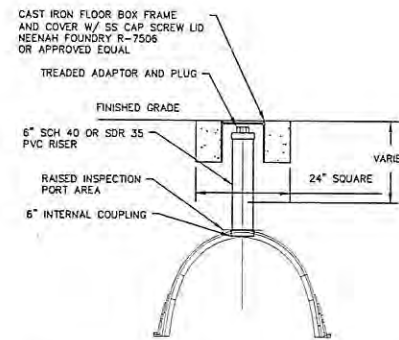


**CULTEC RECHARGER 330 XL HD UNITS**  
NOT TO SCALE

- GENERAL**  
CULTEC RECHARGER 330XLHD CHAMBERS ARE DESIGNED FOR UNDERGROUND STORMWATER MANAGEMENT. THE CHAMBERS MAY BE USED FOR RETENTION, RECHARGING, DETENTION OR CONTROLLING THE FLOW OF ON-SITE STORMWATER RUNOFF.
- CHAMBER PARAMETERS**
1. THE CHAMBERS WILL BE MANUFACTURED BY CULTEC, INC. OF BROOKFIELD, CT. (203-775-4416 OR 1-800-428-5832)
  2. THE CHAMBER WILL BE VACUUM THERMOFORMED OF BLACK HIGH MOLECULAR WEIGHT HIGH DENSITY POLYETHYLENE (HMWHDPE).
  3. THE CHAMBER WILL BE ARCHED IN SHAPE.
  4. THE CHAMBER WILL BE OPEN-BOTTOMED.
  5. THE CHAMBER WILL BE JOINED USING AN INTERLOCKING OVERLAPPING RIB METHOD. CONNECTIONS MUST BE FULLY SHOULDERED OVERLAPPING RIBS, HAVING NO SEPARATE COUPLINGS OR SEPARATE END WALLS.
  6. THE NOMINAL CHAMBER DIMENSIONS OF THE CULTEC RECHARGER 330XLHD SHALL BE 30.5 INCHES (775 MM) TALL, 52 INCHES (1321 MM) WIDE AND 8.5 FEET (2.59 M) LONG. THE INSTALLED LENGTH OF A JOINED RECHARGER 330XLHD SHALL BE 7 FEET (2.13 M).
  7. MAXIMUM INLET OPENING ON THE CHAMBER ENDWALL IS 24 INCHES (600 MM).
  8. THE CHAMBER WILL HAVE TWO SIDE PORTALS TO ACCEPT CULTEC HVLV FC-24 FEED CONNECTORS TO CREATE AN INTERNAL MANIFOLD. THE NOMINAL DIMENSIONS OF EACH SIDE PORTAL WILL BE 10.5 INCHES (267 MM) HIGH BY 12 INCHES (305 MM) WIDE. MAXIMUM ALLOWABLE PIPE SIZE IN THE SIDE PORTAL IS 10 INCHES (250 MM).
  9. THE NOMINAL CHAMBER DIMENSIONS OF THE CULTEC HVLV FC-24 FEED CONNECTOR SHALL BE 12 INCHES (305 MM) TALL, 16 INCHES (406 MM) WIDE AND 24.2 INCHES (614 MM) LONG.
  10. THE NOMINAL STORAGE VOLUME OF THE RECHARGER 330XLHD CHAMBER WILL BE 7.459 FT<sup>3</sup> / FT (0.693 M<sup>3</sup> / M) - WITHOUT STONE. THE NOMINAL STORAGE VOLUME OF A JOINED RECHARGER 330XLHD SHALL BE 52.213 FT<sup>3</sup> / UNIT (1.478 M<sup>3</sup> / UNIT) - WITHOUT STONE.
  11. THE NOMINAL STORAGE VOLUME OF THE HVLV FC-24 FEED CONNECTOR WILL BE 0.913 FT<sup>3</sup> / FT (0.085 M<sup>3</sup> / M) - WITHOUT STONE.
  12. THE RECHARGER 330XLHD CHAMBER WILL HAVE FIFTY-SIX DISCHARGE HOLES BORED INTO THE SIDEWALLS OF THE UNITS CORE TO PROMOTE LATERAL CONVEYANCE OF WATER.
  13. THE RECHARGER 330XLHD CHAMBER SHALL HAVE 16 CORRUGATIONS.
  14. THE ENDWALL OF THE CHAMBER, WHEN PRESENT, WILL BE AN INTEGRAL PART OF THE CONTINUOUSLY FORMED UNIT. SEPARATE END PLATES CANNOT BE USED WITH THIS UNIT.
  15. THE RECHARGER 330XLHD STAND ALONE UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING TWO FULLY FORMED INTEGRAL ENDWALLS AND HAVING NO SEPARATE END PLATES OR SEPARATE END WALLS.
  16. THE RECHARGER 330XLHD STARTER UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING ONE FULLY FORMED INTEGRAL ENDWALL AND ONE PARTIALLY FORMED INTEGRAL ENDWALL WITH A LOWER TRANSFER OPENING OF 14 INCHES (356 MM) HIGH X 34.5 INCHES (876 MM) WIDE.
  17. THE RECHARGER 330XLHD INTERMEDIATE UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING ONE FULLY OPEN ENDWALL AND ONE PARTIALLY FORMED INTEGRAL ENDWALL WITH A LOWER TRANSFER OPENING OF 14 INCHES (356 MM) HIGH X 34.5 INCHES (876 MM) WIDE.
  18. THE RECHARGER 330XLHD END UNIT MUST BE FORMED AS A WHOLE CHAMBER HAVING ONE FULLY FORMED INTEGRAL ENDWALL AND ONE FULLY OPEN END WALL AND HAVING NO SEPARATE END PLATES OR END WALLS.
  19. THE HVLV FC-24 FEED CONNECTOR MUST BE FORMED AS A WHOLE CHAMBER HAVING TWO OPEN END WALLS AND HAVING NO SEPARATE END PLATES OR SEPARATE END WALLS. THE UNIT WILL FIT INTO THE SIDE PORTALS OF THE RECHARGER 330XLHD AND ACT AS CROSS FEED CONNECTIONS.
  20. CHAMBERS MUST HAVE HORIZONTAL STIFFENING FLEX REDUCTION STEPS BETWEEN THE RIBS.
  21. THE CHAMBER WILL BE DESIGNED TO WITHSTAND AASHTO H-25 LOAD RATING WHEN INSTALLED ACCORDING TO CULTEC'S RECOMMENDED INSTALLATION INSTRUCTIONS.
  22. HEAVY DUTY UNITS ARE DESIGNATED BY A COLORED STRIPE FORMED INTO THE PART ALONG THE LENGTH OF THE CHAMBER.
  23. THE CHAMBER WILL HAVE A RAISED INTEGRAL CAP AT THE TOP OF THE ARCH IN THE CENTER OF EACH UNIT TO BE USED AS AN OPTIONAL INSPECTION PORT OR CLEAN-OUT.
  24. THE UNITS MAY BE TRIMMED TO CUSTOM LENGTHS BY CUTTING BACK TO ANY CORRUGATION.
  25. THE CHAMBER SHALL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

- GENERAL**  
CULTEC HVLV FC-24 FEED CONNECTORS ARE DESIGNED TO CREATE AN INTERNAL MANIFOLD FOR CULTEC RECHARGER MODEL 160HD, 280HD AND 330XLHD STORMWATER CHAMBERS.
- CHAMBER PARAMETERS**
1. THE CHAMBERS WILL BE MANUFACTURED BY CULTEC, INC. OF BROOKFIELD, CT. (203-775-4416 OR 1-800-428-5832)
  2. THE CHAMBER WILL BE VACUUM THERMOFORMED OF BLACK HIGH MOLECULAR WEIGHT HIGH DENSITY POLYETHYLENE (HMWHDPE).
  3. THE CHAMBER WILL BE ARCHED IN SHAPE.
  4. THE CHAMBER WILL BE OPEN-BOTTOMED.
  5. THE NOMINAL CHAMBER DIMENSIONS OF THE CULTEC HVLV FC-24 FEED CONNECTOR SHALL BE 12 INCHES (305 MM) TALL, 16 INCHES (406 MM) WIDE AND 24.2 INCHES (614 MM) LONG.
  6. THE NOMINAL STORAGE VOLUME OF THE HVLV FC-24 FEED CONNECTOR WILL BE 0.913 FT<sup>3</sup> / FT (0.085 M<sup>3</sup> / M) - WITHOUT STONE.
  7. THE HVLV FC-24 FEED CONNECTOR CHAMBER SHALL HAVE 2 CORRUGATIONS.
  8. THE HVLV FC-24 FEED CONNECTOR MUST BE FORMED AS A WHOLE CHAMBER HAVING TWO OPEN END WALLS AND HAVING NO SEPARATE END PLATES OR SEPARATE END WALLS. THE UNIT WILL FIT INTO THE SIDE PORTALS OF THE CULTEC RECHARGER STORMWATER CHAMBER AND ACT AS CROSS FEED CONNECTIONS CREATING AN INTERNAL MANIFOLD.
  9. THE CHAMBER WILL BE DESIGNED TO WITHSTAND AASHTO H-25 LOAD RATING WHEN INSTALLED ACCORDING TO CULTEC'S RECOMMENDED INSTALLATION INSTRUCTIONS.
  10. THE CHAMBER SHALL BE MANUFACTURED IN AN ISO 9001:2000 CERTIFIED FACILITY.

- GENERAL**  
CULTEC NO. 20L POLYETHYLENE LINER IS DESIGNED AS AN IMPERVIOUS LAYERLAP JUNT TO PREVENT SCOURING CAUSED BY WATER MOVEMENT WITHIN THE CULTEC CHAMBERS AND FEED CONNECTORS UTILIZING THE CULTEC MANFOLD FEATURE.
- LINER PARAMETERS**
1. THE LINER WILL BE PROVIDED BY CULTEC, INC. OF BROOKFIELD, CT. (203-775-4416 OR 1-800-428-5832)
  2. THE LINER WILL BE BLACK IN APPEARANCE.
  3. THE LINER WILL HAVE A NOMINAL THICKNESS OF 20 MIL (0.51 MM)
  4. THE LINER WILL HAVE A WEIGHT OF 93 LBS/MF (433 GM/2)
  5. THE LINER WILL HAVE A TENSILE STRENGTH @ BREAK 1" (2.54 CM) OF TS LBS (234 N) PER ASTM D689 TESTING METHOD.
  6. THE LINER WILL HAVE AN ELONGATION AT BREAK OF 800% PER ASTM D689 TESTING METHOD.
  7. THE LINER WILL HAVE A TEAR RESISTANCE OF 11 LBF (49 N) PER ASTM D1004 TESTING METHOD.
  8. THE LINER WILL HAVE A HYDROSTATIC RESISTANCE OF 100 PSF (488 KPA) PER ASTM D751 TESTING METHOD.
  9. THE LINER WILL HAVE A PUNCTURE RESISTANCE OF 30 LBF (133 N) PER ASTM D4333 TESTING METHOD.
  10. THE LINER WILL HAVE A VOLATILE LOSS OF <1% PER ASTM D1203 TESTING METHOD.
  11. THE LINER WILL HAVE A DIMENSIONAL STABILITY OF <3% PER ASTM D1204 TESTING METHOD.
  12. THE LINER WILL HAVE A MAXIMUM USE TEMPERATURE OF 1800 F (920 C).
  13. THE LINER WILL HAVE A MINIMUM USE TEMPERATURE OF -100 F (-570 C).
  14. THE LINER WILL HAVE A PERM RATING OF 0.041 U.S. PERMS (0.027 METRIC PERMS) PER ASTM E96 METHOD A.
  15. THE LINER WILL CONSIST OF A BLENDED LINEAR POLYETHYLENE.
  16. THE LINER WILL NOT CONTAIN PLASTICIZERS.



- NOTES:**
1. INSTALL TWO INSPECTION PORTS PER ROW LOCATE AT EACH END.
  2. INSTALL INTERMEDIATE INSPECTION PORT IF SPECIFIED.
  3. CLEANOUT PLUG SHALL BE PLACED WITHIN 3" OF GRADE.
  4. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS.

**RECHARGER INSPECTION PORT**  
NOT TO SCALE

Rev. #	Revision Description	Date

Project Description:  
PROPOSED MULTIFAMILY DEVELOPMENT  
120 NORTH PEARL STREET  
PORT CHESTER, NEW YORK 10573

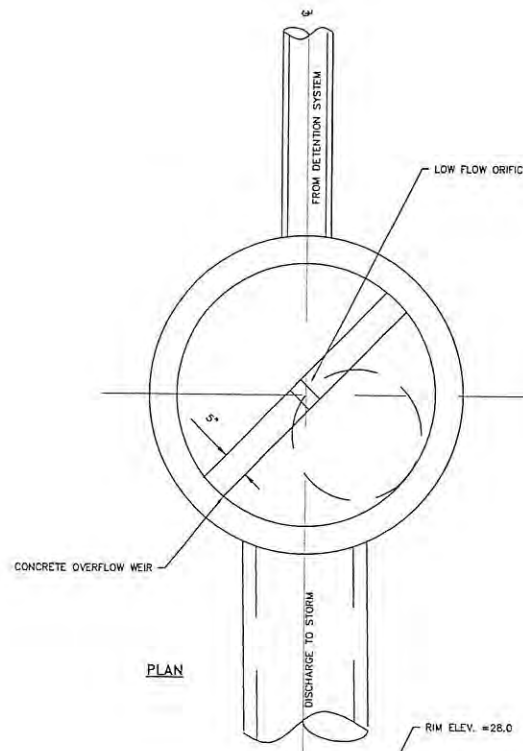
Building Owner:  
AGD NORTH PEARL LLC  
5 WALLER AVE  
WHITE PLAINS, NY 10601

**Papp Architects, P.C.**  
188 East Post Road  
White Plains, N.Y. 10601  
914 949 1851 Fax 949 5376

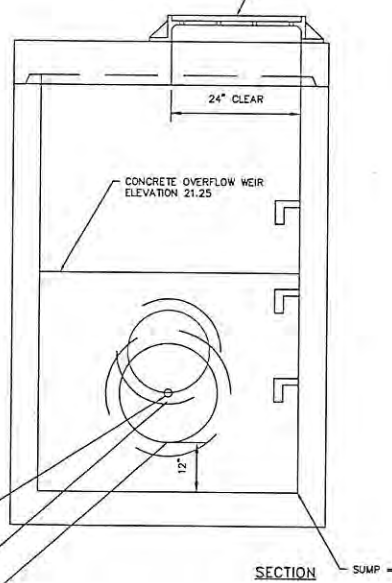
**Catzone Engineering, P.C.**  
Civil Engineer  
9 Overlook Terrace  
Larchmont, NY 10538  
914 269 8358

Sheet Title:  
**SITE DETAILS**

Seal & Signature	Date:	03-03-2014
	Scale:	1"=10'
	Job #:	14003
	Sheet Title:	SD-504
	Sheet:	of



PLAN

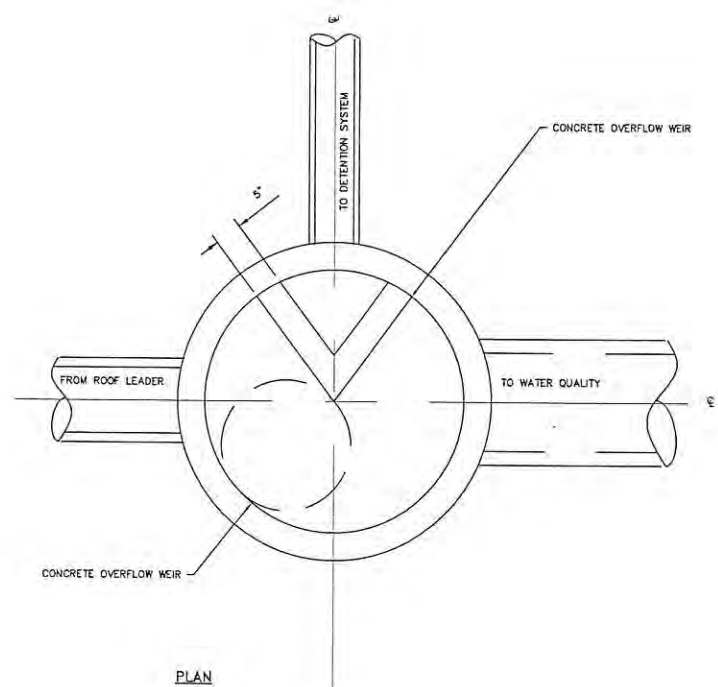


SECTION

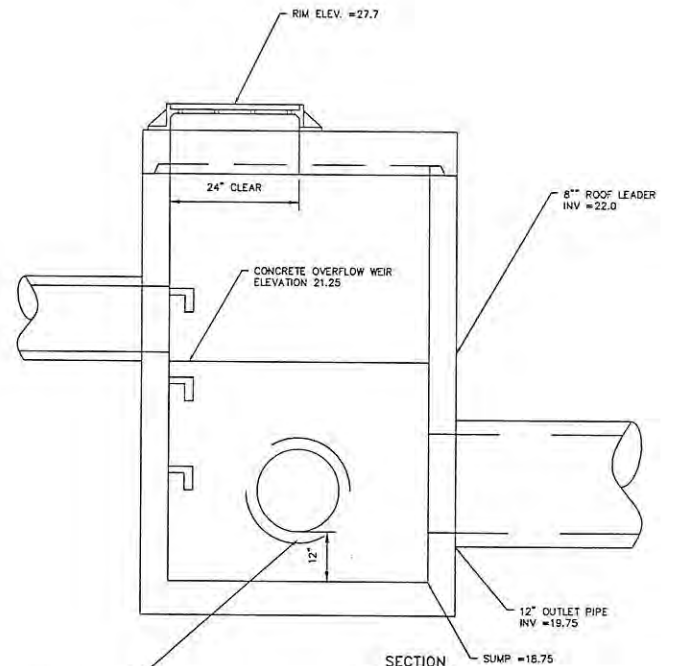
6" LOW FLOW ORIFICE  
INVERT =19.75  
10" INLET PIPE  
INV =19.75  
12" OUTLET PIPE  
INV =19.56  
24" CLEAR  
CONCRETE OVERFLOW WEIR  
ELEVATION 21.25  
RIM ELEV. =28.0  
SUMP =18.75

- NOTES:
1. SEE DRAINAGE MANHOLE DETAIL
  2. FOOTING DRAINS ARE TO BE TIED INTO THE SITE DRAINAGE SYSTEM ON THE STREET SIDE OF THE OVERFLOW WEIR.
  3. ROOF LEADERS SHALL BE TIED INTO THE DETENTION SIDE OF THE OVERFLOW WEIR.
  4. SEE GRADING AND UTILITIES PLAN FOR ORIFICE SIZE, WEIR ELEVATION, PIPE SIZES AND INVERTS.
  5. EXCAVATION AND TRENCHING SHALL MEET ALL OSHA REQUIREMENTS.

OUTLET DEVICE TYPICAL DETAIL  
DMH-2  
NOT TO SCALE



PLAN

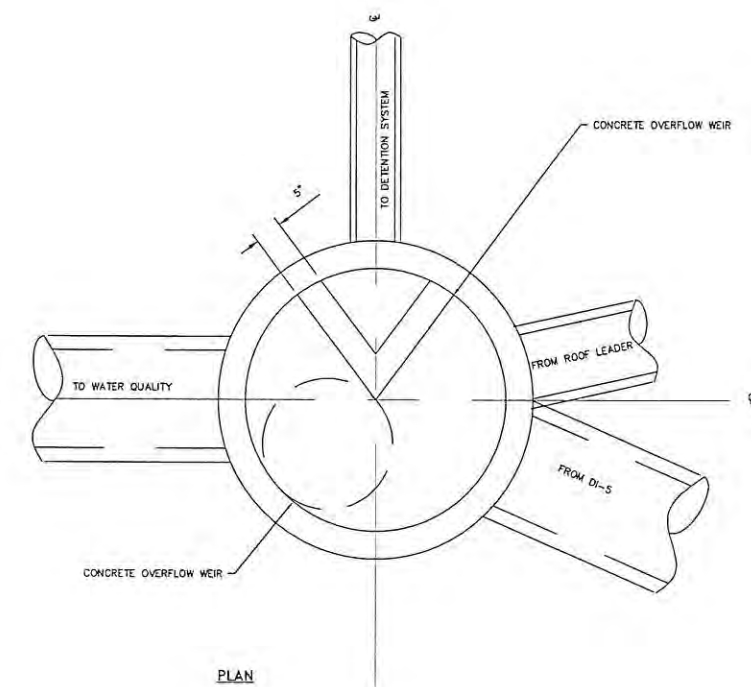


SECTION

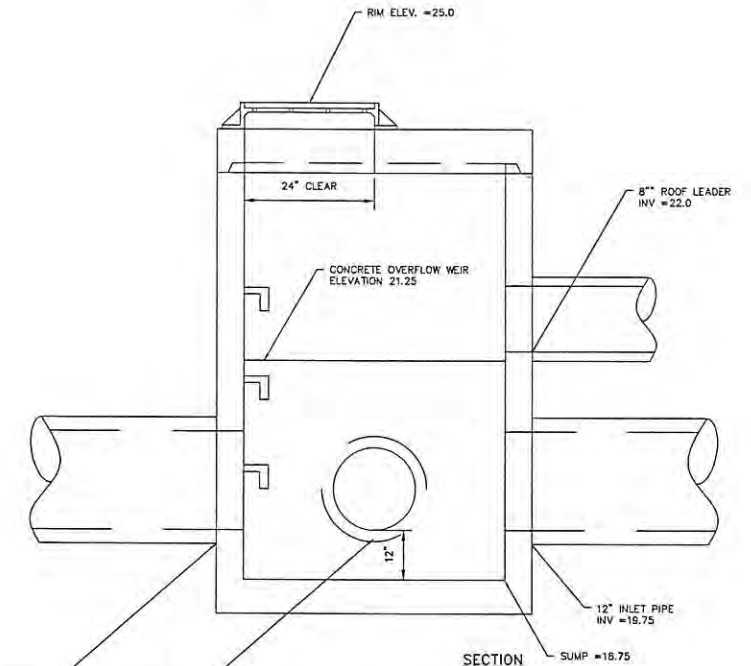
8" ROOF LEADER  
INV =22.0  
12" OUTLET PIPE  
INV =19.75  
24" CLEAR  
CONCRETE OVERFLOW WEIR  
ELEVATION 21.25  
RIM ELEV. =27.7  
SUMP =18.75

- NOTES:
1. SEE DRAINAGE MANHOLE DETAIL
  2. FOOTING DRAINS ARE TO BE TIED INTO THE SITE DRAINAGE SYSTEM ON THE STREET SIDE OF THE OVERFLOW WEIR.
  3. ROOF LEADERS SHALL BE TIED INTO THE DETENTION SIDE OF THE OVERFLOW WEIR.
  4. SEE GRADING AND UTILITIES PLAN FOR ORIFICE SIZE, WEIR ELEVATION, PIPE SIZES AND INVERTS.
  5. EXCAVATION AND TRENCHING SHALL MEET ALL OSHA REQUIREMENTS.

OUTLET DEVICE TYPICAL DETAIL  
DMH-3  
NOT TO SCALE



PLAN



SECTION

8" ROOF LEADER  
INV =22.0  
12" INLET PIPE  
INV =19.75  
24" CLEAR  
CONCRETE OVERFLOW WEIR  
ELEVATION 21.25  
RIM ELEV. =25.0  
SUMP =18.75

- NOTES:
1. SEE DRAINAGE MANHOLE DETAIL
  2. FOOTING DRAINS ARE TO BE TIED INTO THE SITE DRAINAGE SYSTEM ON THE STREET SIDE OF THE OVERFLOW WEIR.
  3. ROOF LEADERS SHALL BE TIED INTO THE DETENTION SIDE OF THE OVERFLOW WEIR.
  4. SEE GRADING AND UTILITIES PLAN FOR ORIFICE SIZE, WEIR ELEVATION, PIPE SIZES AND INVERTS.
  5. EXCAVATION AND TRENCHING SHALL MEET ALL OSHA REQUIREMENTS.

OUTLET DEVICE TYPICAL DETAIL  
DMH-4  
NOT TO SCALE

Rev. #	Revision Description	Date

Project Description:  
PROPOSED MULTIFAMILY DEVELOPMENT  
120 NORTH PEARL STREET  
PORT CHESTER, NEW YORK 10573

Building Owner:  
AGD NORTH PEARL LLC  
5 WALLER AVE  
WHITE PLAINS, NY 10601

**Papp Architects, P.C.**  
188 East Post Road  
White Plains, N.Y. 10601  
914 949 1851 Fax 949 5376

**Catzone Engineering, P.C.**  
Civil Engineer  
9 Overlook Terrace  
Larchmont, NY 10538  
914 269 8358

Sheet Title:  
**SITE DETAILS**

Seal & Signature	Date:	03-03-2014
	Scale:	1"=10'
	Job#:	14003
	Sheet Title:	SD-505
Sheet:		of

August 12, 2014

By Federal Express

Janusz Richards, Port Chester Village Clerk  
Village of Port Chester  
222 Grace Church Street - 2<sup>nd</sup> Floor  
Port Chester, New York 10573

Re: AGD North Pearl Street LLC  
Special Exception Density Bonus Application  
Premises: 120 N. Pearl Street, Port Chester, New York

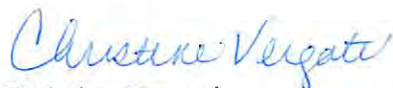
Dear Mr. Richards:

On behalf of AGD North Pearl Street LLC, enclosed please find an Affidavit of Service evidencing the first class mailing on August 8, 2014, of the annexed Public Notice, to all property owners within 200' of the subject premises as set forth on the annexed list/map prepared using the Town of Rye Assessor's records.

Also enclosed is an Affidavit of Posting prepared by Eric Steilman, as well as a photograph evidencing that a sign was posted at the Premises to notice the Village Board of Trustees initial public meeting scheduled for August 18, 2014.

Please incorporate the enclosed as part of the official record of the proceedings. Thank you for your assistance in this matter.

Very truly yours,



Christine Vergati

Enclosures

cc: Anthony B. Gioffre III, Esq.

AFFIDAVIT OF SERVICE

IN THE MATTER OF A SPECIAL EXCEPTION DENSITY BONUS APPLICATION SUBMITTED BY AGD NORTH PEARL STREET LLC TO THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER TO CONSTRUCT A MULTI-FAMILY BUILDING ON PREMISES LOCATED AT 120 N. PEARL STREET, AND DESIGNATED ON THE TAX ASSESSMENT MAP OF THE TOWN OF RYE AS SECTION 142.22, BLOCK 2, LOT 62.

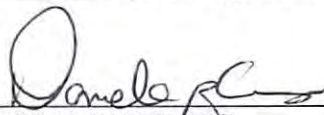
STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF WESTCHESTER        )

CHRISTINE VERGATI, being duly sworn says: I am over 18 years of age and reside in Pawling, New York.

On August 8, 2014, I served a copy of the attached Public Notice by mailing the same in a sealed envelope, via first class mail, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the property owners on the 200' mailing list annexed hereto, noticing the initial public meeting scheduled for August 18, 2014 .

  
Christine Vergati

Sworn to before me this  
12 day of August, 2014

  
\_\_\_\_\_  
NOTARY PUBLIC

**Danielle R. Calder**  
**Notary Public, State of New York**  
**No. 01CA6275213**  
**Qualified in Westchester County**  
**Commission Expires January 22, 2017**

Commission Expires January 22, 2017  
Qualified in Westchester County  
No. 01CA025219  
Notary Public, State of New York  
Danielle R. Caldar

## Public Meeting Notice

Notice is hereby given that the Board of Trustees of the Village of Port Chester, New York will hold a PUBLIC MEETING on August 18, 2014 at 7:00 pm, or as soon thereafter, in the Village Justice Court Courtroom, 350 North Main Street, Port Chester, New York, to consider a Special Exception Density Bonus Application submitted by Cuddy & Feder LLP on behalf of AGD North Pearl, LLC, to construct a multi-family building on property located at **120 North Pearl Street**, Port Chester, NY known and designated as **Section 142.22, Block 2, Lot 62**.

All interested parties are invited to attend.

Date: August 8, 2014

Crown Royal LLC,  
9 Evon Ct  
Scarsdale, NY 10583

Wilson, Janet  
42 Palace Pl  
Port Chester, NY 10573

Stagg Construction LLC,  
PO Box 9  
Purchase, NY 10577

GTY NY Leasing Inc,  
125 Jericho Turnpike #103  
Jericho, NY 11753

16 Palace Place Holdings, LLC,  
16 Palace Pl  
Port Chester, NY 10573

Sapione Vincent A Inc,  
513 Greenbush Hill Rd  
Warnerville, NY 12187

Rivera Jorge  
9 Palace Pl  
Port Chester, NY 10573

155 Irving Llc,  
Attn: Game Sportswear Ltd.  
1401 Front St  
Yorktown Heights, NY 10598

120 North Pearl Street, LLC,  
935 Bronx River Rd  
Bronx, NY 10473

Echeverry, Sandra  
17 Monroe Pl  
Rye Brook, NY 10573

Bucci, Mary Ann  
20 Priscilla Ln  
Port Chester, NY 10573

Black Diamond Group LLC,  
9 Tashua Pkwy  
Trumbull, CT 06611

Garcia, Jose A.  
17 Palace Pl  
Port Chester, NY 10573

Palace Place Apt Inc.,  
507 N Main St  
Port Chester, NY 10573

Sabato, Theodore  
1 Fairhaven Ln  
Port Chester, NY 10573

Larios, Candida  
60 Summerfield Pl  
Port Chester, NY 10573

Jamroz, Linda  
70 Summerfield Pl  
Port Chester, NY 10573

Summerfield Methodist Church,  
225 King St  
Port Chester, NY 10573

Deutsche Bank National Trust,  
1675 Palm Beach Lakes Blvd  
West Palm Beach, FL 33401

Siranaula, Bolivar  
29 Palace Pl  
Port Chester, NY 10573

Carchi, Augusto & Sandra B.  
59 Summerfield Pl  
Port Chester, NY 10573

82-84 Hamilton Manor LLC,  
507 N. Main St  
Port Chester, NY 10573

Belos Properties LLC,  
PO Box 381  
Old Greenwich, CT 06870

Avalos, Antonio & Doris  
208 King St  
Port Chester, NY 10573

152 King St. Realty, LLC,  
Atlantis Mngmt. Group  
555 S. Columbus Ave  
Mt. Vernon, NY 10550

Jamroz, Linda  
64 Summerfield Pl  
Port Chester, NY 10573

Walden, Engrid  
216 King St  
Port Chester, NY 10573

Mon Ami Takis, Inc,  
1615 Gulf Rd  
Tarpon Springs, FL 34689

Zuluaga, Jaime  
30 Palace Pl  
Port Chester, NY 10573

Carranza, Alexander A.  
50 Palace Pl  
Port Chester, NY 10573

Verizon New York Inc.,  
Attn: Property Tax Dept.  
1095 Ave of the Americas Fl 31<sup>st</sup>  
New York, NY 10036

Bermeo, Jorge  
63 Summerfield Pl  
Port Chester, NY 10573

Sapione, Vincent A.  
513 Greenbush Hill Rd  
Warnerville, NY 12187

Ayala, Maximiliano  
35 Palace Pl PO Box 1043  
Port Chester, NY 10573

Carranza, Alexander  
46 Palace Pl  
Port Chester, NY 10573

Lazo, Bertha  
56 Palace Pl  
Port Chester, NY 10573

Calderon, Jose  
62 Summerfield Pl  
Port Chester, NY 10573

Mendez, Erick A & Mayra R  
50 Karen Dr  
Norwalk, CT 06851

Crown Royal LLC,  
23 Palace Pl  
Port Chester, NY 10573

Stagg Construction LLC,  
120 N. Pearl St  
Port Chester, NY 10573

GTY NY Leasing Inc,  
144 King St  
Port Chester, NY 10573

Sapione Vincent A Inc,  
20 Palace Pl  
Port Chester, NY 10573

155 Irving Llc,  
Palace Pl  
Port Chester, NY 10573

Crown Royal LLC,  
34 Palace Pl  
Port Chester, NY 10573

120 North Pearl Street, LLC,  
33 Palace Pl  
Port Chester, NY 10573

Echeverry, Sandra  
204 King St  
Port Chester, NY 10573

Bucci, Mary Ann  
N Pearl St  
Port Chester, NY 10573

Black Diamond Group LLC  
65 Summerfield Pl  
Port Chester, NY 10573

Palace Place Apt Inc.,  
Palace Pl  
Port Chester, NY 10573

Sabato, Theodore  
110 N Pearl St  
Port Chester, NY 10573

Crown Royal LLC,  
27 Palace Pl  
Port Chester, NY 10573

Summerfield Methodist Church  
210 King/Willett Ave  
Port Chester, NY 10573

Deutsche Bank National Trust,  
18 Palace Pl  
Port Chester, NY 10573

82-84 Hamilton Manor LLC,  
39 Palace Pl  
Port Chester, NY 10573

Belos Properties LLC,  
46 Broad St  
Port Chester, NY 10573

152 King St. Realty, LLC,  
152 King St  
Port Chester, NY 10573

155 Irving Llc,  
155 Irving Ave  
Port Chester, NY 10573

155 Irving Llc,  
N Pearl St  
Port Chester, NY 10573

Crown Royal LLC,  
38-40 Palace Pl  
Port Chester, NY 10573

Mon Ami Takis, Inc,  
52 Palace Pl  
Port Chester, NY 10573

Verizon New York Inc.,  
50 Broad St  
Port Chester, NY 10573

Sapione, Vincent A.  
26 Palace Pl  
Port Chester, NY 10573

Lazo, Bertha  
54-56 Palace Pl  
Port Chester, NY 10573

Mendez, Erick A & Mayra R  
218 King St  
Port Chester, NY 10573

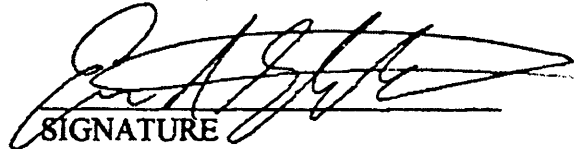
Crown Royal LLC,  
32 Palace Pl  
Port Chester, NY 10573

AFFIDAVIT OF POSTING

IN THE MATTER OF AN APPLICATION FOR SPECIAL EXCEPTION DENSITY BONUS BY AGD NORTH PEARL LLC TO THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER, TO CONSTRUCT A MULTI-FAMILY BUILDING ON THE PREMISES LOCATED AT 120 NORTH PEARL STREET, PORT CHESTER, NEW YORK

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF WESTCHESTER    )

I, Eric Steilman, do hereby affirm that on August 7<sup>th</sup>, 2014, I update the sign posted at 120 North Pearl Street for the upcoming Board of Trustees hearing on August 18, 2014 at the Village Justice Court Room, 350 North Main Street, Port Chester, New York in connection with the application noted above.

  
SIGNATURE

Sworn to before me this 11<sup>th</sup>  
day of August 2014

  
NOTARY PUBLIC

HOPE B. VESPIA  
Notary Public, State of New York  
No. 01VE5084028  
Qualified in Westchester County  
Commission Expires August 25, 2017

# **PUBLIC NOTICE**

**A PUBLIC MEETING WILL BE HELD BY  
THE PORT CHESTER BOARD OF TRUSTEES ON AUGUST 18,  
2014 AT 7:00 P.M. AT THE VILLAGE JUSTICE COURTROOM,  
350 N. MAIN STREET, PORT CHESTER, NY TO CONSIDER  
A SPECIAL EXCEPTION DENSITY BONUS APPLICATION  
TO CONSTRUCT A MULTI-FAMILY BUILDING ON**

**PROPERTY KNOWN AS**

**SECTION 142.22, BLOCK 2, LOT 62, BY AGD NORTH PEARL, LLC.**

**PORT CHESTER BUILDING DEPT., 914-939-5203**

## RESOLUTION

### SCHEDULING A WORKSHOP AND PUBLIC HEARING RELATING TO AN APPLICATION FOR MULTI-FAMILY DEVELOPMENT AT 120 NORTH PEARL STREET IN CONJUNCTION WITH §345-16 BUILDING HEIGHT AND FLOOR AREA BONUS PROGRAM OF THE VILLAGE ZONING CODE

AUGUST 18, 2014

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

**WHEREAS**, AGD North Pearl, LLC (the “Applicant”) has submitted an application to the Village Board of Trustees for special permit pursuant to §345-16 Building Height and Floor Area Bonus Program of the Village Zoning Code for the reduction of the minimum lot area per dwelling unit requirement from 750 square feet to 575 square feet in the C2 Main Street Business District; and

**WHEREAS**, the Project entails the construction of a 5-story, 50 dwelling unit market rate rental development (38 units as-of-right) at 120 North Pearl Street with a residential unit mixture of fifteen (15) studios, twenty-six (26) one-bedrooms, nine (9) two bedrooms, and forty-six (46) onsite parking spaces integrated in an internal parking structure; and

**WHEREAS**, the 28,753 square foot project site is within the C2 Main Street Business District where multi-family dwellings are permitted by special exception use permit under §345-61(Q); and

**WHEREAS**, the Project is consistent with the goals and objectives of the Village’s adopted Comprehensive Plan and 2014-2016 Strategic Plan that advocate for small-unit, residential growth and transit oriented development (TOD) in the downtown as a means of relieving development pressures and preserving single family neighborhood character; and

**WHEREAS**, the Project is classified as an Unlisted Action under Part 617 of the State Environmental Quality Review Act (SEQRA) regulations, requiring the Board of Trustees to make a determination of significance prior to issuance of a special permit; and

**WHEREAS**, payment for bonus floor area shall be calculated at a minimum of fifteen (15) percent of the assessed value of the bonus floor space to be dedicated to open space, downtown parking, or housing rehabilitation fund; and

**WHEREAS**, Village staff has coordinated with the Assessor and the applicant to commission an appraisal of both the proposed 50-unit project as well as the as-of-right 38 dwelling units on site to determine the assessed value of the bonus floor area pursuant to §345-16; now therefore let it be

**RESOLVED**, that the Village Board of Trustees will hold a public workshop on September \_\_, 2014 to review the application and the results of the property appraisal; and be it

**FURTHER RESOLVED**, that the Village Board of Trustees will hold a public hearing on October \_\_, 2014 at 7:00 P.M. or thereafter in the Village Justice Courtroom, 350 North Main Street, Port Chester, New York to consider the granting of a special permit pursuant to §345-16 Building Height and Floor Area Bonus Program of the Village Code.

Approved as to Form:

---

Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Choose a Department**

**Village BOT Meeting Date:** August 18, 2014

**Item Type:**

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		x
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
			Business & Economic Development		
Agreement	X		<b>Manager Priorities</b>		
Strategic Plan Related	X		5 Year Capital Plan		

**Sponsor's Name:** Christopher D. Steers, Village Manager

**Agenda Heading Title**  
*(Will appear as indicated below on Agenda)*

**Presentation of NYPA Energy Services Program**

**Summary**

**Background:**

The New York Power Authority Energy Services Program provides local municipalities with Low rate financing to replace existing equipment with high efficiency modern technology. The financing is organized so that savings generated by lower power bills meet the debt service payments over the life of the loan. NYPA will give a presentation on this program and is offering a contract for our review.

**Proposed Action**

Select a Proposed Action

Attachments
<b>Program Presentation</b> <b>Program Info Sheets</b> <b>Energy Services Program Agreement</b>



# New York Power Authority

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Generating more than electricity

August 2014

# Who Are We?

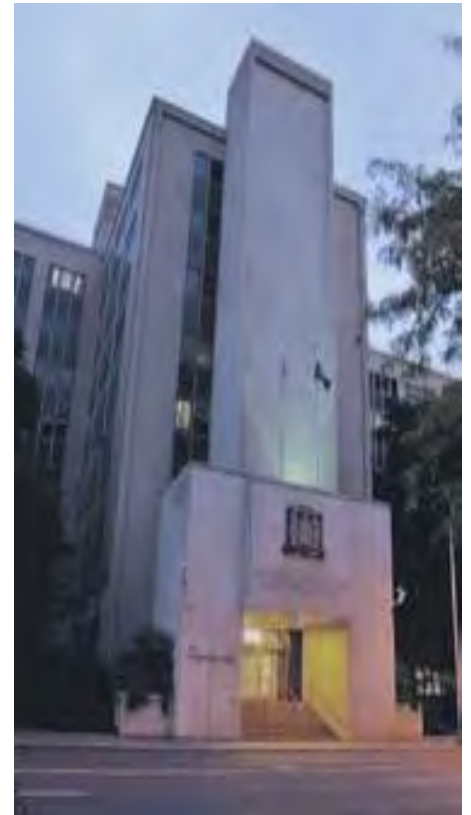
- Owns and operates **17 power plants** and **1,400 circuit-miles of transmission lines**,
- Help schools and other public facilities **conserve power** and **cut energy costs**.
- **Leading supplier of renewable power**



# What Energy Initiatives NYPA Is Supporting?

Various efforts underway to reduce energy costs, reduce greenhouse gases and enhance resiliency and reliability.

- ❑ BuildSmart NY - reduce energy consumption in state buildings by 20% by 2020
- ❑ PlaNYC - reduce greenhouse gases emissions by 30% by 2030
- ❑ NY SUN - drive growth in the solar industry and make solar technology more affordable



# NYPA Energy Services Profile

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- NYPA has offered Energy Services for over 25 years
- Over \$2.0B has been invested in over 5,200 facilities
- Deliver energy projects in customer facilities
- Provide low cost financing



# Project Delivery Options

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Based on customer capability and preference, the customer may select:

- NYPA Managed Project
- Customer Managed Project

NYPA or third party financing  
available for either approach

# NYPA Managed Project

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## Typical Services

- Initial Site Inspection
- Feasibility Study/ Cost Analysis
- Engineering Design
- Equipment Procurement
- Construction Bid Process for Material & Labor
- Construction Management
- Complete As-built Drawings, O&M Manuals
- Personnel training on installed equipment
- Measurement & Verification
- Project Financing



# Customer Managed Project

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## Customer Role

- Customer defines the overall project and improvements
- Customer retains and manages the engineer and contractors

## NYPA Role

- Oversight of project
- Reviews project documents for compliance with NYPA program
- Review and pay invoices
- Project Financing

# What Types of Measures?

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- Lighting Upgrades and Lighting Controls – Indoor and Outdoor
- Heating, Ventilation & Air Conditioning (HVAC) Improvements:  
Central Boiler / Chiller Plant Replacement
- High Efficiency Motors, Motor Controls, Variable Speed Drives
- Energy Management / Building Management Systems (EMS/BMS)
- Distributed Generation, Combined Heat & Power (CHP), Fuel Cells
- Solar Panels, Wind Power and Geothermal
- Compressed Air System Upgrades

# Program Participants

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- The City of New York
  - New York City Housing Authority (NYCHA)
  - City University of New York (CUNY)
  - Department of Environmental Protection (DEP)
  - New York City Police Department (NYPD)
  - Department of Education (Public Schools)
- NYS Office of General Services (OGS)
- State University of New York (SUNY)
- Metro Transit Authority – LIRR, NYC Transit, LI Bus
- Westchester County and local municipalities
- State, Public & Governmental Facilities
- Municipal Waste Water & Sewer Facilities

# Benefits of Energy Services by NYPA

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- Delivery approach to suit the needs of customer
- No upfront costs until the energy-saving project is completed
- Incentives are included as available
- Low cost financing



# Benefits of NYPA Financing

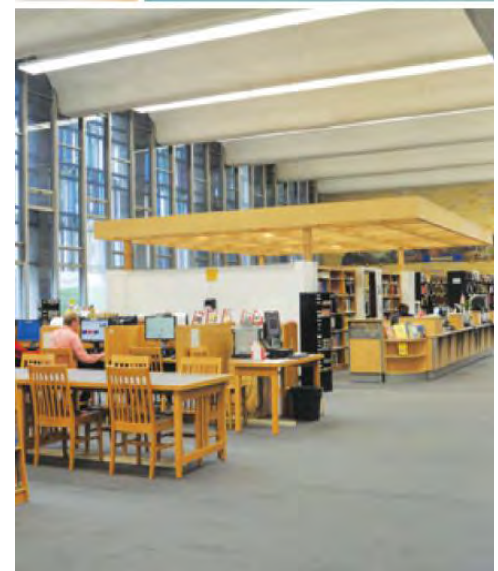
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- Low Cost Financing
- No Upfront Cost
- Easy to Access
- Revenue Neutral
- Pre-Payment at any time
- Reduced project cost by available incentives



# How To Get Started?

- ✓ Discuss customer plans and priorities
- ✓ Execute Agreement
- ✓ Identify best option(s)
  - NYPA Managed Project
  - Customer Managed Project
  - Financing Only
- ✓ Proceed with activity



# Contact

Peter Weisner  
Conservation Engineer  
[Peter.weisner@nypa.gov](mailto:Peter.weisner@nypa.gov)  
(914) 390-8116



## **Benefits of Energy Services with NYPA**

New York Power Authority (NYPA) has been offering its Energy Efficiency Services for 25 years to public and not-for-profit organizations. NYPA has delivered energy efficiency projects in over 5,200 facilities. The benefits of the energy efficiency services include:

### Established Provider of Energy Services

Over 25 years of providing energy efficiency projects, NYPA has implemented and financed over \$2.0 billion of energy efficiency projects in New York State.

### Not for Profit Organization

NYPA is a public benefit organization that does not need to generate a profit by providing energy efficiency projects, so our approach does not include a profit margin on top of the project management cost.

### Turnkey Project Delivery

NYPA makes it easy for you by managing the entire project, which reduces the burden of project coordination on you and your staff. This allows you to focus your attention and resources on your main mission of delivering education.

### Minimize Upfront Costs

NYPA covers all of the upfront costs, including the energy audit, feasibility study, engineering design, etc. There are no out-of-pocket expenses for you until the energy-saving project is completed.

### Flexibility of Approaches

NYPA understands the needs of organizations and can accommodate a wide range of project sizes, types, and project delivery methods with the option to select and manage your engineer and contractors on the project.

### Incentives and Rebates are Included

NYPA pursues all of the energy rebates and incentives available from your local utility and NYSERDA to reduce the cost of the project.

### Low Cost Financing

Financing at a low interest rate is available. Interest rates can be as low as 0.86% per year.

For further information, please contact **Peter Weisner**, Conservation Engineer, Market Development & Customer Initiatives at (914) 390-8116 or [peter.weisner@nypa.gov](mailto:peter.weisner@nypa.gov)

## **New York Power Authority – Energy Project Financing**

New York Power Authority (NYPA) provides energy efficiency services to municipalities, public school districts and other entities as authorized by legislation of New York State. NYPA has been offering its Energy Efficiency Program for 25 years and has delivered energy efficiency projects in over 5,200 public and not-for-profit facilities with over \$2.0 billion invested in energy projects in New York State. NYPA energy services and financing are available to all public sector entities, *whether or not they receive NYPA electric power*. NYPA financing can be used for a wide range of project types: energy efficiency retrofit; generation by solar photovoltaic; engine-driven generators; combined heat and power; micro-grids.

### Flexibility of Approaches

NYPA financing is available for these project delivery methods:

**Customer Implemented:** Customers may select and manage their engineer and contractors for their projects. NYPA can fund all expenditures from initial audit through the completion of the project and include the expenditures in long term financing.

**NYPA Managed & Implemented** – NYPA can provide comprehensive project management including energy audit, feasibility study, project design, construction and project close out. All project costs are included in the low cost financing.

### Financing with Low Interest Rate

NYPA financing is based on commercial paper, a short-term money market instrument issued by large banks, corporations and other entities. The variable annual interest rate is calculated in January of each year and is based on the weighted average of outstanding commercial paper for the previous twelve months. The interest rate is applicable for the following twelve month period from January through December. The variable interest rate is 0.86% for 2014.

The interest rate includes any fees and surcharges necessary to issue the commercial paper for project financing. Program participants typically repay the outstanding loan amounts over a term of 10 to 20 years based on an amortization schedule. Participants also have the option of repaying the full outstanding principal at any time during the loan term without penalty.

There is no upfront cost for the financing, which can save a significant amount of expense for the customer by removing the burden of a bond issue or long term capital approval. There is a project management/oversight fee to NYPA, which is financed with the total project costs.

For more information, please contact **Peter Weisner**, Conservation Engineer, at Phone (914) 390-8116 or [peter.weisner@nypa.gov](mailto:peter.weisner@nypa.gov)

**ENERGY EFFICIENCY SERVICES PROGRAM**

**AGREEMENT**

**BETWEEN**

**POWER AUTHORITY OF THE STATE OF NEW YORK**

**AND**

**VILLAGE OF PORT CHESTER**

# ENERGY EFFICIENCY SERVICES PROGRAM AGREEMENT

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## **ENERGY EFFICIENCY SERVICES PROGRAM AGREEMENT**

This Agreement (“Agreement”), dated and effective this day of \_\_\_\_\_, 20\_\_\_, is entered into by and between POWER AUTHORITY OF THE STATE OF NEW YORK, a corporate municipal instrumentality of the State of New York with offices located at 123 Main Street, White Plains, New York 10601 (the “AUTHORITY”) and Village of Port Chester, a village with offices located at 222 Grace Church Street, Port Chester, New York 10573 (the “CUSTOMER”).

WHEREAS, on December 16, 1997, the AUTHORITY established its Energy Services Program (also known as the Energy Efficiency Services Program) by consolidating a number of existing energy efficiency programs; and

WHEREAS, on December 15, 2009, in response to new legislation, Chapter 477 of the Laws of 2009, amending the Public Authorities Law in relation to energy efficiency, clean energy and sustainable building initiatives, the AUTHORITY’s Trustees enhanced the existing Energy Services Program to specifically include, among other things, services involving construction, installation and/or operation of facilities or equipment done in connection with any Energy Services Program projects, programs or services; and

WHEREAS, the parties wish to continue their participation in energy efficiency and clean energy technology projects at CUSTOMER’s facilities under the AUTHORITY’s enhanced Energy Services Program (also known as Energy Efficiency Services Program).

NOW, THEREFORE, the AUTHORITY and the CUSTOMER (sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in consideration of the mutual covenants and conditions contained herein, hereby agree as follows:

This Agreement describes the general terms and conditions under which the CUSTOMER agrees to participate in energy efficiency services and/or clean energy technologies

projects (“Projects”) to be implemented as part of the AUTHORITY’s EESP”. The Projects are intended to reduce energy costs and/or to realize significant environmental benefits at certain agreed-upon institutions and facilities (each, a “Facility” and collectively, “Facilities”) owned or operated by the CUSTOMER.

[Article I follows]

**Article I**  
**Definitions**

The following definitions shall apply for all purposes of this Agreement:

“Authority Cost of Money” refers to the weighted average annual rate of interest paid by AUTHORITY on the applicable portion of its outstanding debt in the prior calendar year, plus associated fees. Currently, this debt consists of tax-exempt or taxable commercial paper notes. These associated fees may include actual costs incurred to secure liquidity facilities, remarketing services, purchase of an interest rate cap(s)<sup>1</sup>, issuing and paying agents and other financing related costs and credit premiums, if any, in the Authority’s reasonable opinion, necessary to administer the EESP. The Cost of Money will be adjusted annually on January 1 for the succeeding 12 month period or more frequently as mutually acceptable by both parties.

Additional funding sources may be used at the discretion of AUTHORITY including other variable rate debt instruments as well as fixed debt instruments. To the extent fixed rate debt has been issued as a source of financing for a specific project, then the debt service necessary to meet the Authority’s principal and interest payments will be applied monthly until the debt is fully retired. The sizing of the fixed rate debt issuance will include all fees necessary to bring the issue to market.

“Authorized Representative” means an individual designated by AUTHORITY to coordinate a Project on behalf of AUTHORITY and to communicate with CUSTOMER concerning such Project.

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<sup>1</sup> Authority may purchase an interest rate cap(s) which may serve to limit the maximum interest rate applicable to a project and may be renewed periodically based upon prevailing market conditions.

“Change Order” shall mean a modification to the Customer Installation Commitment, setting forth agreed-upon additions, deletions or revisions to the Work.

“Contractor(s)” are firms with which AUTHORITY, acting as the contracting entity, may enter into agreements to provide program management and implementation services for selected Facilities. AUTHORITY reserves the right under this Agreement to act as its own Contractor; in such instances, any reference in the Agreement to the “Contractor” will mean the “AUTHORITY.” The Contractor (including AUTHORITY if acting as Contractor) will receive a fee for providing these services. These fees will be detailed in each Customer Installation Commitment.

“Customer Installation Commitment” or “CIC” refers to the work order signed by AUTHORITY and CUSTOMER which sets forth the terms under which a Project will proceed. The CIC is more fully discussed in Article II, Section (A)(4).

“Customer’s Authorized Representative” means the individual designated by the CUSTOMER to coordinate a Project on behalf of the CUSTOMER and to assist the AUTHORITY, the Contractors and Subcontractors with the implementation of the Project in the Facility.

“Debris” shall mean unregulated materials removed from a Facility and unsuitable for further use.

“Delivery Mechanism” means a method to design and build the Work including but will not be limited to Authority Implemented Work (e.g. Design Bid Build, Expedited Delivery, Construction Trade Management Contracting) and Customer Implemented Work (e.g. Design Bid Build, Design Build, Energy Services Performance Contracting). Descriptions of the Delivery Mechanisms including roles and responsibilities shall be included in the Project Assignment Authorization.

“Design” shall include fieldwork and development necessary to produce the documents, technical specifications, and drawings required for the proper execution of the construction project.

“Eligibility Criterion” shall have the meaning set forth in Article III, Section A.

“EESP” means the AUTHORITY’s Board of Trustees-authorized Energy Services Program (now known as “Energy Efficiency Services Program”), a program involving the design and installation of Projects through the services of qualified installation Contractors and Subcontractors as well as financing.

“Facility” means the building, structure, or premises owned or operated by the CUSTOMER which may benefit from the CUSTOMER’s participation in the AUTHORITY’s Energy Efficiency Services Program.

“Facility Audit” shall consist of the identification of opportunities for implementing EESP measures. The Facility Audit shall also include an analysis of whether hazardous materials and Waste are likely to be present or generated as a result of implementing EESP measures.

“Feasibility Study Report” shall include an estimate of Project costs, estimates of the potential energy savings and savings in life-cycle cost, as applicable, that CUSTOMER can expect through installation of one or more recommended energy efficiency measures.

“Final Customer Installation Commitment” or “Final CIC” is a document that shall describe the Project-specific technical and financial terms for the Work completed at the Facility, CUSTOMER’s Repayment Obligation, and the final repayment terms.

“Financing” refers to CUSTOMER’s exercise of the option for AUTHORITY to provide funds as set forth in the CIC to cover the CUSTOMER’s Repayment Obligation. These funds will be recovered by AUTHORITY from the CUSTOMER through the imposition of monthly bills

("Monthly Bill(s)") or in lump sum amount(s). The Monthly Bill payments are designed to amortize the CUSTOMER's Repayment Obligation funded by AUTHORITY over a period mutually agreed to by AUTHORITY and CUSTOMER, but not to exceed twenty years.

"Final Inspection Report" is a document executed by the Parties certifying the Work as defined in the CIC has been satisfactorily completed.

"Hazardous Materials" is a term defined by the United States Department of Transportation ("USDDOT") in 49 CFR 105.

"Interest During Construction" or "IDC" shall mean interest incurred by the Authority on the outstanding balance of principal of the project which commences at the project inception.

"Pre-Existing Hazardous Materials" refers to Hazardous Materials present on the Project site prior to the start of the Project Work.

"Project Assignment Authorization" refers to a formal assignment by the Customer to the Authority recognizing an initiation of a project. The agreement shall include but will not be limited to the following: facility address, facility contact information, Delivery Mechanism, and associated terms and conditions.

"Repayment Obligation" refers to the Total Installed Cost of implementing Projects in CUSTOMER Facilities as identified in the CIC and the Final CIC, *provided, however*, that if the Project is terminated by the CUSTOMER prior to execution of the CIC, the Repayment Obligation shall be the costs to provide the Facility Audit, Feasibility Report and/or Design to the date of termination, as set forth in Article II, Section (A)(1), (2), and (3).

"Subcontractor(s)" refers to the qualified installation firm(s) retained by the Contractor(s) to perform all or part of the Work.

“Substantial Completion and Operation Transfer Report” refers to a document signed by the Parties signifying that the equipment installed at the Project has been inspected, tested and accepted by the CUSTOMER.

“Total Installed Cost” is the sum of all of the costs of a Project as set forth in the CIC including: (1) material cost; (2) labor cost; (3) construction contingency (usually calculated as a percent of material cost and labor cost, any unexpended portion of which will be eliminated from the calculation of the Final CIC upon Project completion); (4) material handling cost; (5) Waste removal and disposal cost; (6) Contractor fees for Facility Audit, Design, environmental air monitoring, Construction Management, and Construction Trade Management; (7) AUTHORITY program costs; (8) interest during construction at the Authority Cost of Money, adjusted on a monthly basis; (9) utility costs; (10) design and environmental testing, and (11) approved Change Orders.

“Waste” refers to waste PCBs (as defined by the United States Environmental Protection Agency (“USEPA”) in 40 CFR Part 761) and hazardous waste (as defined by the USEPA in 40 CFR Part 261 and the New York State Department of Environmental Conservation (“NYS DEC”) in 6 NYCRR Part 371) as well as other material regulated for purposes of release, reuse, disposal, or recycling (e.g. CFCs, ethylene glycol, mercury, oil, asbestos) which form a part of the equipment removed from CUSTOMER Facilities due to implementing the Work. Disposal of such Waste shall be conducted in accordance with the provisions set forth in Article II, Section (A)(6).

“Work” or “EESP Work” shall mean the services performed for the CUSTOMER for a selected CUSTOMER Facility pursuant to this Agreement. The scope of Work shall be described in the CIC.

[Article II follows]

**Article II**  
**Implementation**

Each Project implemented is unique, but a set of generic steps will be followed. Each Project will have a Project Assignment Authorization, a CIC, and a Final CIC executed by the Parties, which will supplement this Agreement with Project scope including technical and financial terms.

(A) Authority Implemented Work

The EESP is a turn-key program involving the design and installation of Projects through the services of qualified installation Contractors or Subcontractors under the direct management of AUTHORITY or AUTHORITY's Contractor(s). Turn-key services include a combination of the following: project Financing, Facility Audit and/or Feasibility Study Report, Design, construction management services, equipment procurement, installation, environmental services including air monitoring, removal and disposal of Waste and Debris. EESP Work is a multistage effort consisting of:

(1) Facility Audit and Feasibility Study Report

After the CUSTOMER has identified potential Projects for the AUTHORITY's and CUSTOMER's consideration, AUTHORITY will contact CUSTOMER's Authorized Representative and/or the appropriate Facility manager to schedule a Facility Audit of the Facility. The scope of the Facility Audit will be as agreed to by the AUTHORITY and the CUSTOMER. Based upon the results of the Facility Audit, AUTHORITY/Contractor will prepare a written Feasibility Study Report.

If, after analysis of the Facility Audit and/or Feasibility Study Report by AUTHORITY and CUSTOMER, it is determined that the Project either (1) does not meet the Eligibility Criterion, or (2) is not appropriate at such Facility, activity there will cease. If Project activity ceases, the CUSTOMER will be obligated to pay for any costs incurred by the Authority.

(2) Design

a) Should the CUSTOMER wish to proceed into the next phase (the “Design Phase”), a written request must be forwarded to the AUTHORITY.

Once the CUSTOMER’s written request to proceed to the Design Phase is received, and provided that AUTHORITY concurs that the Project should go forward into this phase, AUTHORITY or Contractor shall prepare a Design. All design(s) will specify equipment approved by AUTHORITY and CUSTOMER. AUTHORITY reserves the right to modify Designs that do not meet the Eligibility Criterion. CUSTOMER will be asked to review all aspects of the Design and specifications. Where deemed appropriate by AUTHORITY and CUSTOMER, the Contractor will arrange for design and/or environmental related testing and demonstration installations (i.e., the installation of sample equipment) of selected measures in the CUSTOMER’s Facility (or Facilities). It is the CUSTOMER’s responsibility to determine that the proposed Design meets the CUSTOMER’s needs.

If the CUSTOMER terminates the Project during or after the completion of the Design Phase, the CUSTOMER will be obligated to pay for any costs incurred by the AUTHORITY, including but not limited to the Facility Audit, Feasibility Report, and the Design, as of the date of termination.

b) By agreement of the parties, in lieu of proceeding from the Audit to the Design Phase, the AUTHORITY may proceed directly to a CIC which shall provide for a Design. The CIC shall include, in the Total Installed Cost of the Project, the costs of the Work performed to the date of its execution.

(3) Procurement

After the AUTHORITY and CUSTOMER agree to the Design and specifications,

the AUTHORITY and/or the AUTHORITY's Contractor will competitively bid the equipment procurement, material installation work, waste removal and disposal as deemed necessary which may follow the AUTHORITY's procurement guidelines.

If the CUSTOMER terminates the Project during or after the Procurement Phase, but prior to execution of the CIC, the CUSTOMER will be obligated to pay for any costs incurred by the AUTHORITY, including but not limited to the Facility Audit, Feasibility Study Report, the Design, and procurement as of the date of termination.

(4) Customer Installation Commitment (or "CIC")

If the CUSTOMER continues with the Project, and the CUSTOMER, with the AUTHORITY concurrence, determines to go forward with the Project into the implementation phase, the Parties shall proceed with a Customer Installation Commitment (CIC).

AUTHORITY's costs for the Facility Audit, Feasibility Study Report, and the Design work will be carried forward into, and become part of the Total Installed Cost of the Project, as reflected in the CIC. The resulting final Design, specifications, bid prices, and their applicable terms and conditions, Total Installed Cost (which shall also include the Work described in subsections (1), (2), and (3) above), and the CUSTOMER's related Repayment Obligation to AUTHORITY for the Project will constitute the CIC. The CIC will be executed by the AUTHORITY and the CUSTOMER before any installation work commences.

At the conclusion of the project Work, the CIC shall be superseded by the Final CIC.

(5) Installation

The AUTHORITY and/or the AUTHORITY's Contractor will retain the services of qualified Subcontractors to make all approved installations. AUTHORITY will provide the Contractor with guidelines regarding the competitive solicitation of the services of Subcontractors for the CUSTOMER's Facilities. The services of Subcontractors and the equipment procurement will be obtained through a competitive bid process conducted by the Contractor with the AUTHORITY oversight and approval, or by the AUTHORITY directly.

CUSTOMER shall provide the Contractor with such assistance as may be reasonably required for the Contractor to obtain all permits, licenses and authorizations necessary to conduct installations in accordance with all applicable State and local building, fire and electrical codes and standards applicable to the Facility.

AUTHORITY will ensure that the Contractor will be required to (i) obtain approval from the AUTHORITY and the CUSTOMER of the type and manufacturer of equipment installed; (ii) manage the construction effort; and (iii) assure the quality, neatness, and completeness of the Work.

AUTHORITY will require that the Contractor adheres to the Design as set forth in the CIC and minimizes any interference with the normal operations of the CUSTOMER's Facility.

(6) Hazardous Materials and Disposal of Waste and Debris

AUTHORITY shall ensure that the Contractor and/or Subcontractor(s) (as applicable) shall be responsible for environmental air monitoring and thoroughly cleaning the job site, including the removal of Waste and Debris generated as a result of a Project. Such removal may involve the management, transportation and disposal of Waste and Debris. If in the course of performing the scope of the Project Work as described in the CIC, AUTHORITY encounters existing

Hazardous Materials, including but not limited to Waste, any such materials shall be handled, transported and disposed of in accordance with applicable local, State and Federal laws and regulations, as well as the AUTHORITY's policies and procedures.

CUSTOMER acknowledges that, in accordance with USEPA and NYS DEC regulations, it is, and remains the Generator of, and holds title to, any Waste encountered during Work performed pursuant to this Agreement. Hazardous Waste "Generator Identification Numbers" (as defined in Section 3010 of Subtitle C of RCRA) may need to be obtained from the USEPA for each Facility from which the AUTHORITY removes Waste. CUSTOMER authorizes the AUTHORITY, where required by USEPA and/or NYS DEC regulations, to apply in the name of CUSTOMER for Hazardous Waste Generator Identification Numbers in order to dispose of Waste pursuant to this Agreement and to act as the contact party for such applications. To the extent that the CUSTOMER is the generator of the Waste, A duly authorized representative of the CUSTOMER must sign such applications when requested by AUTHORITY. CUSTOMER also authorizes the AUTHORITY, where required by USEPA and/or NYS DEC regulations, to prepare, in the name of CUSTOMER, any manifests or other forms required for the disposal of the Waste generated pursuant to activities under this Agreement. A duly authorized representative of the CUSTOMER shall sign any manifests or other shipping records required to ship Waste offsite for disposal.

AUTHORITY shall advise the CUSTOMER (whenever possible, in advance of removal) where material determined to be Waste has been encountered which must be disposed of pursuant to USEPA and NYS DEC regulations.

AUTHORITY shall keep the CUSTOMER fully informed of the AUTHORITY's activities in its behalf and shall provide the CUSTOMER with copies of all applications and other materials provided or received in connection with actions taken pursuant to this authorization.

The direct costs of Waste disposal will be included in the Final CIC. Any costs to the AUTHORITY relating to the Project that may arise subsequent to the time the Final CIC is executed (or deemed executed) under present or future laws or regulations due to pollution, clean-up or otherwise at the site of disposal shall be borne by the CUSTOMER. If, however, such costs are due to the negligence or willful acts of the AUTHORITY's Contractor or Subcontractor or due to the willful acts of the AUTHORITY, the CUSTOMER shall not be responsible.

AUTHORITY shall use reasonable diligence in overseeing the removal and disposal of Waste, shall maintain complete and accurate records thereof, and shall make those records available to the CUSTOMER upon request.

Notwithstanding the foregoing, the CUSTOMER shall have the option of disposing of Waste and Debris generated as a result of a Project at its own expense. In addition, any existing equipment determined by the CUSTOMER to be useful to the CUSTOMER may, at the CUSTOMER's request, be retained by the CUSTOMER and shall be the sole responsibility of the CUSTOMER. To the extent permitted by law, the CUSTOMER shall, at its sole cost and expense, defend and hold harmless the AUTHORITY against any loss, liability (including, without limitation, judgments, attorney's fees, court costs, penalties or fines), or expenses of any type (including, but not limited to, required corrective actions) which the AUTHORITY incurs because of injury to, or death of any person, or on account of damage to property, or any other claim arising out of, in connection with, or as a consequence of (a) the disposition or use of retained equipment by the CUSTOMER or anyone for whose acts the CUSTOMER may be liable, and (b) any cleanup costs associated with any site where Waste and Debris are disposed of or comes to be situated traceable to such Waste and Debris including, but not limited to, response and remedial costs.

(7) Changes / Change Orders

Any party to the CIC may at any time by written notice to the other party request

additions, deletions or revisions to the Work (“Change(s)”) described in the executed CIC. If the AUTHORITY determines that such Change affects the cost, safety, energy savings, time of performance or any other terms of the CIC, it shall provide the CUSTOMER with a written analysis of the effects of the proposed Change and the Parties shall negotiate a Change Order to the CIC. Change Orders must be approved in writing by the AUTHORITY and the CUSTOMER. Remedial work, which is required due to design or construction errors, other than errors or omissions caused by the CUSTOMER, shall be undertaken at no additional cost to the CUSTOMER.

In the event of a dispute over a request for a Change, the Work may proceed in accordance with the scope of Work as set forth in the CIC (as revised by agreed-upon Change Orders), or the matter may be treated under the provisions of Article X, Section A.

(8) Milestone Completion or Final Inspection Report

Upon completion of agreed upon milestones or completion of the Work (as applicable), the CUSTOMER and the AUTHORITY (or their duly authorized representatives) shall promptly inspect the entire Facility, or applicable portions thereof. AUTHORITY or its Contractors will certify that the Work has been satisfactorily completed according to the provisions of this Agreement, the CIC, and all State and local building, fire and electrical codes and standards applicable to the Facility. AUTHORITY and the CUSTOMER shall jointly sign the “milestone completion report”, and/or the “Final Inspection Report” (whichever is applicable). The execution of such report shall not be unreasonably withheld by either Party, and the Parties shall endeavor to fully execute such report within sixty (60) days.

(9) Final Customer Installation Commitment (“Final CIC”)

As soon as practicable following completion of installation and receipt of all invoices associated with the Project, the AUTHORITY will generate an updated,

or Final CIC, which will include all Change Orders agreed to by the AUTHORITY and the CUSTOMER. The Final CIC shall revise the Total Installed Cost set forth in the CIC on the basis of actual costs including interest during construction. AUTHORITY and CUSTOMER shall execute the Final CIC. If the CUSTOMER does not execute the Final CIC within ninety (90) days, the Final CIC shall be “deemed executed”, unless the CUSTOMER disputes such Final CIC, in writing, within such ninety (90) day period. If the CUSTOMER disputes the Final CIC, then the Parties shall endeavor to resolve the dispute as expeditiously as possible.

(10) Additional CUSTOMER Obligations

In addition to the responsibilities identified above, the CUSTOMER will cooperate with the AUTHORITY and its Contractors and Subcontractors to facilitate the installation of equipment. CUSTOMER’s Authorized Representative will accompany the AUTHORITY and its Contractors to the CUSTOMER Facilities to ensure proper access. In addition, the CUSTOMER will review equipment specifications and completed installations. CUSTOMER will review and approve, as may be required, any corrective or restoration work resulting from improper work by the Contractor. CUSTOMER will not be charged for such corrective or restorative work. CUSTOMER will also review and approve the savings and financing arrangements contained in the CIC.

(B) Customer Implemented Work

As an alternative to the AUTHORITY Implemented Work described in Article II (A), the CUSTOMER has the option of itself implementing projects that meet the AUTHORITY’s Eligibility Criteria in the CUSTOMER facilities as Customer Implemented Work. If this option is chosen, AUTHORITY will serve the role of advisor or supervisor (as applicable) over such Customer Implemented energy efficiency services project. AUTHORITY may offer full Project financing to the CUSTOMER. AUTHORITY will work with CUSTOMER from Design through construction to help CUSTOMER to make the most cost-effective equipment choices and to realize the

greatest greenhouse gas reductions.

(1) Facility Audit

The CUSTOMER will provide the AUTHORITY with an audit report that shall include the energy efficiency measures to be undertaken, an estimate of the Project costs, estimates of the potential energy savings. If, after analysis of the Facility Audit by the AUTHORITY and CUSTOMER, it is determined that the Project either (1) does not meet the Eligibility Criterion, or (2) is not appropriate at such Facility, activity there will cease.

(2) Design

AUTHORITY will review CUSTOMER's Project design package which will be included in a CIC. CUSTOMER will provide the AUTHORITY with a complete breakdown of the Total Installed Cost of Customer Implemented Work, as well as detailed system design and equipment specifications prior to implementation of the work. AUTHORITY reserves the right to modify designs that do not meet its Eligibility Criterion.

(3) Customer Installation Commitment (or "CIC")

The specific details of the work to be performed and financing terms will be contained in the CIC and shall be comparable to those offered for Authority Implemented Work. The CIC will also specify AUTHORITY's program costs. AUTHORITY reserves the right to substitute a modified version of its standard CIC if appropriate for a particular Project. The CIC will be fully executed by the AUTHORITY and the CUSTOMER.

CUSTOMER may be required to provide for activities including, but not limited to: Facility Audit, Customized System Audit, Customized System Design, equipment procurement, installation services, construction management, quality assurance and Waste and Debris Removal and Disposal.

(4) Installation

CUSTOMER will be responsible for hiring qualified contractors or subcontractors and obtaining all necessary permits, licenses and authorizations so that installations are conducted in accordance with all applicable State or local building, fire and electrical codes and standards.

CUSTOMER will require its contractors and subcontractors to obtain and maintain the same policies and limits of insurance as required of the AUTHORITY's Contractors pursuant to Article VI, Section A of the Agreement. Such policies shall name the AUTHORITY, the CUSTOMER, and the State of New York as additional insureds. CUSTOMER shall also require its contractors to provide the same indemnity provision as provided in Article VIII, Section E.

AUTHORITY will not guarantee or warrant any equipment or work performed by the CUSTOMER's contractor(s) and will bear no responsibility for defective products. The term "Contractor" includes the CUSTOMER if acting as its own Contractor.

AUTHORITY reserves the right to conduct periodic inspections of CUSTOMER Implemented Work during the construction period. Such inspections will be coordinated through the CUSTOMER.

(5) Final Inspection Report and Final Customer Installation Commitment ("Final CIC")

A Final Inspection Report and Final CIC shall be jointly executed by the CUSTOMER and the AUTHORITY as described in Article II(A)(8) and (9) except that the CUSTOMER will certify that the work has been satisfactorily completed according to the provisions of this Agreement, the CIC and all State and local building, fire and electrical codes and standards applicable to the Facility.

As appropriate, the AUTHORITY will pay the CUSTOMER progress payments against agreed upon milestones as set forth in the Project CIC. The sum of such progress payments shall equal the Total Installed Cost of the EESP Project, including the AUTHORITY program costs. AUTHORITY program costs will be detailed in each CIC agreement. CUSTOMER's obligation to repay the AUTHORITY commences once the CIC has been executed, as further described in Article IV.

[Article III follows]

**Article III**  
**Eligibility Criterion**

(A) Eligibility Criterion

All Energy Efficiency Services Program (EESP) Projects must meet the AUTHORITY's established Eligibility Criterion as stated below. Projects will be undertaken on an individual basis in the CUSTOMER's Facilities as deemed feasible and advisable by the AUTHORITY and mutually agreed to by the AUTHORITY and the CUSTOMER. A Project will not proceed unless it also satisfies the AUTHORITY requirements related to reduction in overall primary energy costs, energy conservation, and/or results in significant environmental benefits.

For all Projects, the following Eligibility Criterion shall apply:

A Project will not be implemented unless any amounts advanced by the AUTHORITY are recovered by the AUTHORITY within twenty (20) years ("Cost Effectiveness Criterion").

AUTHORITY reserves the right to modify this Eligibility Criterion from time to time to meet the continuing requirements of its EESP.

(B) Potential Projects

Subject to Section A of this Article III, the types of EESP Projects and technologies are defined under Public Authorities Law (PAL) 1005 (17).

[Article IV follows]

## Article IV

### **Recovery of Costs / Repayment Obligation**

The CUSTOMER Repayment Obligation will vary for each CUSTOMER Facility; however, the following general terms and conditions shall apply throughout the term of this Agreement:

(A) **Project Cost**

If a CIC has been executed, the AUTHORITY shall initially pay for all components of the Total Installed Cost to implement EESP measures at the selected CUSTOMER Facility. CUSTOMER's Repayment Obligation shall be calculated based on the Total Installed Cost specified in the Final CIC, which shall reflect the final cost for the Project.

(B) **Billing**

If a CIC has been executed, repayment shall start in the next full billing period following the CUSTOMER's signing of the Final Inspection Report. Billing will initially be set at the projected cost for the Work (as specified in the CIC, as revised by agreed-upon Change Orders).

If CUSTOMER does not sign the Final Inspection Report, the Final Inspection Report shall be deemed signed for the purposes of commencement of billing sixty (60) days after its submittal to the CUSTOMER, unless the CUSTOMER disputes the Final Inspection Report in writing within this sixty (60) day period. If the CUSTOMER disputes the Final Inspection Report, then the Parties shall endeavor to resolve the dispute as expeditiously as possible.

The final Monthly Bill payment or lump sum amount(s) will be recalculated in the Final CIC to reflect the final CUSTOMER Repayment Obligation based on the final Total Installed Cost for the Project. Appropriate adjustments will be made to account for payments made by the CUSTOMER based on the initial amount specified in the CIC (as revised). If the CUSTOMER disputes any amounts in the Final CIC, the AUTHORITY may bill the CUSTOMER for any undisputed amounts.

In the event the Work is terminated before completion, the AUTHORITY shall issue a Final CIC as provided in Article IX(D). Billing shall commence in the next full billing period following issuance of the Final CIC.

If the Parties have not executed a CIC and the CUSTOMER is obligated to pay the AUTHORITY for the Facility Audit, Feasibility Study Report and/or Design as set forth in Article II(A)(1) and (2), then the AUTHORITY shall submit its invoice to the CUSTOMER for services rendered as provided in such Section, and the CUSTOMER shall remit its payment to the AUTHORITY in a lump sum payment. Payment shall be made within thirty (30) days of receipt of the AUTHORITY's invoice. Any amount due and unpaid on its due date shall be subject to a late payment charge as set forth in this Section below.

CUSTOMER shall make payment to the AUTHORITY within 30 days of receipt of the Monthly Bill or the AUTHORITY's invoice for lump sum payment, as applicable. Upon mutual agreement of the parties, the Monthly Bill payment may be paid to the AUTHORITY by use of an electronic transfer or other agreed-upon method.

Any amount due and unpaid on its due date shall be subject to a late payment charge. If the CUSTOMER is an AUTHORITY electric customer, the late payment charge shall be the late payment charge applicable to the CUSTOMER's electric bill. [CUSTOMER is referred to N.Y. Comp. Codes R. & and Regs. tit. 21, §454.6(b).] If the CUSTOMER is not an AUTHORITY electric customer, the late payment charge shall be computed daily on the unpaid amount, and compounded as of the date of submission of each subsequent bill until paid, at an annual rate equal to 12%.

(C) Lump Sum or Monthly Bill Payment

If a CIC has been executed, the CUSTOMER will repay its Repayment Obligation either by paying (i) lump sum amount(s), or (ii) Monthly Bill payment(s) to the AUTHORITY for a stipulated period not to exceed 20 years.

(1) Lump Sum Payment(s)

If a CIC has been executed and the CUSTOMER elects the Monthly Bill method of repayment, the CUSTOMER shall have the option to prepay any part of the outstanding principal amount of its Repayment Obligation, plus accrued interest to the time of repayment, at any time during the term of the repayment schedule without further interest on such prepaid amounts.

If a CIC has not been executed, the CUSTOMER will repay its Repayment Obligation in a lump sum amount.

(2) Monthly Bill Payments

The Monthly Bill payment (if applicable) shall be based upon an interest rate determined in accordance with the Authority Cost of Money, which shall be applied only to the outstanding principal amount. The precise amount and term of this installment method of repayment shall be provided in the Final CIC.

Any adjustment to the Monthly Bills attributable to a changed interest rate shall be determined as of January 1 for the succeeding twelve (12) month period and shall be effective starting with the regular bill for the month of January.

(D) Repayment Obligation Upon Termination of Project

The following incidents shall be deemed to terminate a Project: closure of the Facility for which project Work is being performed; abandonment; material damage; destruction; reduction or elimination of energy savings due to removal, by-passing or alteration of equipment or due to any unforeseen event; discovery of asbestos or other Hazardous Material in CUSTOMER's Facility that impedes the execution of the Work.

CUSTOMER's Repayment Obligation shall continue notwithstanding the termination of a Project or termination of this Agreement and shall include interest on any outstanding

balance of principal up to the date of final repayment. Unless the AUTHORITY can establish that extended payments after Project termination would impair the tax exempt status of AUTHORITY's debt obligations, the CUSTOMER shall have the right to meet its Repayment Obligation through a Monthly Bill payment. However, in the event that the tax exempt status of AUTHORITY's debt obligations becomes impaired at the time of termination, the outstanding principal balance will become immediately due and payable by a lump sum payment as set forth in Article X, Section I. ("Cessation of Eligible Use").

[Article V follows]

**Article V**  
**Responsible Parties**

(A) Authorized Representative(s)

- (1) In each Project Assignment Authorization, the CUSTOMER shall designate an Authorized Representative to coordinate each Project on behalf of the CUSTOMER and assist the AUTHORITY, the Contractors and Subcontractors, with the implementation of Projects in the selected Facilities of CUSTOMER. The CUSTOMER's Authorized Representative shall attend, upon request of the AUTHORITY, design review and construction meetings as required.
- (2) In each Project Assignment Authorization and CIC, the AUTHORITY shall designate an Authorized Representative to coordinate each Project on behalf of the AUTHORITY and communicate with the CUSTOMER.
- (3) The Party shall notify the other Party in writing of any change to its Authorized Representative.

(B) Reporting and Inspection

- (1) AUTHORITY shall keep the CUSTOMER informed as to the progress of the Work and shall provide the CUSTOMER with periodic reports of the Contractors' and Subcontractors' activities at the CUSTOMER Facilities. AUTHORITY and its Contractors shall meet with the CUSTOMER's Authorized Representatives upon reasonable notice to discuss any matters concerning the Projects.
- (2) CUSTOMER and its Authorized Representative may observe and inspect all Work in any of CUSTOMER's Facilities and shall have the right to attend all Project job meetings.

[Article VI follows]

## Article VI

### Insurance and Risk of Loss

(A) Contractor's Insurance

Unless otherwise provided in the CIC, the AUTHORITY's Agreements with the Contractors shall provide that the Contractor and Subcontractors shall obtain and maintain the following policies and minimum limits of insurance;

- (1) Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation/Occupational Disease Laws, including Employer's Liability Insurance with a minimum limit of \$1,000,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act (44 U.S.Stat 1424) and the Jones Act (41 U.S. Stat 988).
- (2) Commercial General Liability Insurance, which includes Contractual Liability and Products/Completed Operations Liability coverages covering all operations required to complete the Work and where applicable coverage for damage caused by any explosion or collapse with minimum limits of \$2,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage liability. AUTHORITY, the CUSTOMER and the State of New York must be named as additional insureds to the Contractor's policy and, if applicable, each Subcontractor's policy, including cross-liability coverage evidenced on the certificate(s) furnished to AUTHORITY. The insurer will have no right of recovery or subrogation against the AUTHORITY, the CUSTOMER or the State of New York. It is the intent of the parties that the insurance placed in accordance with the provisions of this paragraph will be primary insurance and will protect the Contractor, the AUTHORITY, the CUSTOMER and the State of New York for all losses arising from all operations, activities, work, services, items or performance relating to the Project Work. The Products/Completed Operations Liability coverage will be provided for a period of at least two (2) years after the completion of the Project Work. The Contractual Liability Insurance coverage will insure the performance of the contractual obligations of the Contractor contained in the Agreement between the AUTHORITY and the Contractor

concerning the Project Work, including, without limitation, all contractual indemnity obligations.

- (3) A Business Automobile Policy protecting the Contractor and each Subcontractor for automobile bodily injury and property damage liability, including coverage for liability arising out of owned, hired or non-owned vehicles. Such insurance will cover all vehicles bearing, or required to bear by the motor vehicle laws of the state of registry, licenses or registration plates in limits of at least \$1,000,000 each accident.
- (4) If the Work requires professional services, such as, but not limited to, architectural, engineering, and surveying, a standard professional liability insurance policy with a minimum limit of \$1,000,000. If applicable, the policy is to be endorsed to include “fee for service” coverage, and evidence of endorsement must be furnished to the AUTHORITY.
- (5) If the Work requires the use of watercraft or aircraft, Watercraft or Aircraft Liability Insurance with a minimum limit of \$1,000,000 per occurrence is required.
- (6) If the Work poses an environmental risk, known or suspected, Pollution Liability with minimum limits of \$1,000,000 per occurrence is required.
- (7) In lieu of Commercial General Liability Insurance, at AUTHORITY’s discretion, AUTHORITY may agree to accept an Owners and Contractors Protective Liability Policy naming the New York Power Authority, the CUSTOMER, and the State of New York as the named insureds, and with the following minimum limits:

Bodily Injury Liability	\$2,000,000 per occurrence
Property Damage Liability	\$2,000,000 per occurrence

This policy, the cost of which will be borne by the Contractor, will cover the liability of the AUTHORITY, the CUSTOMER and the State of New York with respect to the Project Work, including omissions or supervisory acts of the AUTHORITY, if any. Such insurance will contain provisions which state that the policy will also respond to claims

or suits by employees of the Contractor or the Subcontractor against the AUTHORITY, the CUSTOMER or the State of New York or by the AUTHORITY or the CUSTOMER or the State of New York against the Contractor or the Subcontractor or any other insured thereunder.

The form and sufficiency of each insurance policy required to be obtained hereunder by the Contractor or Subcontractor shall be subject to approval by the AUTHORITY. In the event of any alleged AUTHORITY liability to the CUSTOMER (other than liability arising out of any act or any failure to act where the AUTHORITY is acting as Contractor), the CUSTOMER shall first pursue and exhaust all remedies in law against the Contractors and Subcontractors and under the insurance carried by the Contractors and Subcontractors before making any claim or taking any action against the AUTHORITY. AUTHORITY shall hold all Certificates of Insurance and, if requested, a Certificate of Insurance will be submitted to the CUSTOMER along with the CIC.

(B) CUSTOMER's Responsibility

With specific regard to the EESP equipment, for so long as any portion of the CUSTOMER's Repayment Obligation remains unpaid, the CUSTOMER shall procure and maintain an all risk policy of insurance which will insure the equipment for full replacement cost value against loss while the equipment is in the CUSTOMER's care, custody and control. The insurance policy shall name the AUTHORITY and the State of New York as additional insureds and loss payees, and shall contain a full waiver of subrogation against the AUTHORITY, its agents Contractors, Subcontractors and the State of New York. CUSTOMER shall also procure a Commercial General Liability insurance policy with minimum limits of \$5,000,000 per occurrence for bodily injury and property damage naming AUTHORITY and the State of New York as additional insureds.

(C) Limitation of Liability

To the extent permitted by applicable law, the AUTHORITY shall not be liable to the CUSTOMER in contract, in tort or otherwise for any injury to persons or damage to, or

loss of property or equipment, arising from or related to this Agreement. Nothing in this subsection shall be construed as limiting the liability of a Contractor or Subcontractor to the AUTHORITY or the CUSTOMER in connection with the performance of such Contractor's or Subcontractor's work on the CUSTOMER's premises.

(D) No Consequential Damages

To the extent permitted by applicable law, the AUTHORITY and the Contractor shall not be liable to the CUSTOMER for loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities) or for any other indirect, incidental, or consequential damages whatsoever arising from or related to this Agreement.

(E) Ownership of Installed Materials

All Project materials and equipment installed in the CUSTOMER's Facilities by the Contractor or Subcontractors shall be the property of CUSTOMER and shall be new unless otherwise stated in the CIC. As long as the CUSTOMER's Repayment Obligation remains outstanding, (a) the CUSTOMER will keep the equipment free from any and all liens, claims, encumbrances, and the like; (b) the CUSTOMER will not grant a security interest in the equipment to any party without the prior written consent of the AUTHORITY;

(c) the equipment will remain at the Facility site as designated in a CIC; (d) the CUSTOMER will not sell, offer for sale, transfer, or dispose of the equipment without notice to AUTHORITY; (e) the CUSTOMER will not use or permit any person to use the equipment in a manner prohibited by law, in violation of any policy of insurance, or in a manner which would void any manufacturer's warranty; and (f) the CUSTOMER agrees to maintain the equipment in good order and repair at all times and will not waste or destroy the equipment or any part of it.

(F) Maintenance by CUSTOMER

CUSTOMER shall be responsible for all damage to all Project materials, supplies and

equipment of every description and all Work performed at the CUSTOMER's site unless caused by the AUTHORITY or its Contractors or Subcontractors.

AUTHORITY will provide the CUSTOMER with information regarding the maintenance of EESP installations and recommendations for appropriate replacement equipment to be used in those installations to facilitate proper usage and, if applicable, energy savings at the CUSTOMER's Facilities. After the Project installations are completed, the CUSTOMER shall use reasonable efforts to see that such maintenance and materials instructions are followed at its Facilities. While any portion of the CUSTOMER's Repayment Obligation remains outstanding, the AUTHORITY may, upon reasonable notice to CUSTOMER, audit installations in the CUSTOMER's Facilities to evaluate compliance with such maintenance and materials instructions.

[Article VII follows]

**Article VII**  
**Energy Savings**

(A) Projected Energy Savings (Applicable to Energy Efficiency Projects)

AUTHORITY and its Contractors shall use their best efforts to prepare accurate engineering estimates. After energy efficiency Work is completed in the CUSTOMER's Facility, it is the intent and expectation of the parties that the CUSTOMER's annual energy charges for that Facility shall not increase above the pre-installation level except due to changes in rates or increases in usage not related to the implementation of the EEP Work. CUSTOMER is responsible for providing the AUTHORITY with accurate information concerning hours of operation of its Facility. CUSTOMER understands that the projected energy savings are based upon such the CUSTOMER input. It is the CUSTOMER's sole responsibility to ensure that the expected energy savings meet the CUSTOMER's satisfaction at the time the CIC for a Project is executed.

(B) Energy Performance Contracts

The following provision is applicable to "agencies" or "municipalities" as defined in Section 9-102 of the New York Energy Law. "This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract."

[Article VIII follows]

**Article VIII**  
**Contractor Requirements**

(A) Facility Access

AUTHORITY's agreements with its Contractors shall provide that the Contractors and Subcontractors comply with regulations governing access to and performance of the Work in the selected CUSTOMER Facilities and shall perform such Work in such a manner as not to unreasonably interfere with the CUSTOMER's business there.

AUTHORITY's agreements with its Contractors shall provide that the Contractors and the Subcontractors comply with the CUSTOMER's operational and safety requirements, which in certain instances may require substantial supervision and control over the site by the CUSTOMER. Any costs associated with such supervision and control by the CUSTOMER will be to the CUSTOMER's account.

(B) Permitting

AUTHORITY's agreements with its Contractors shall provide that the Contractors and the Subcontractors obtain, maintain and pay for all permits, licenses and authorizations required to perform the Work in the CUSTOMER's Facilities; and that they will fully comply with all applicable local, State and Federal laws, guidelines and regulations, including applicable local, State and Federal building, fire and electrical codes and standards.

(C) Contractor's Warranty Requirements

AUTHORITY's agreements with the Contractors shall provide that (a) any defective workmanship identified within one (1) year after the completion of installation at CUSTOMER's Facility shall be promptly replaced and/or re-performed by Contractor and/or Subcontractor at no additional expense to the CUSTOMER, and (b) Manufacturer's warranties for equipment installed at the CUSTOMER's Facilities shall be assigned to the CUSTOMER.

(D) Labor Law Requirements

All work performed on “public works” shall be in compliance with applicable provisions of Section 220 of the New York Labor Law (“Section 220”), as it may be amended from time to time. Such Section requires, with respect to public works: (a) each laborer, workman or mechanic shall be paid no less than the prevailing wages as defined in Section 220; (b) the filing of payrolls shall be made in a manner consistent with subdivision three-a (3(a)) of Section 220; this is a condition precedent to payment of any sums due and owing to any person for work done upon the project, and (c) no laborer, worker, or mechanic shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property.

(E) Damage Protection

- (1) AUTHORITY’s agreements with its Contractor(s) shall include a provision that all damage, direct or indirect, of whatever nature resulting from the performance of the Work or resulting to the Work during its progress, from whatever cause, including omissions and supervisory acts of the AUTHORITY, the CUSTOMER and the State of New York, shall be borne by the Contractor, and all Work performed shall be solely at the Contractor’s risk until the Work has been finally inspected and accepted by the AUTHORITY. The Contractor, however, shall not be responsible for damages resulting from willful acts of officials or employees of the AUTHORITY or the CUSTOMER.
- (2) AUTHORITY’s agreements with the Contractors shall include a provision that to the extent permitted by law, the Contractor shall assume the entire responsibility and liability for and defense of, and pay and indemnify, the AUTHORITY, the CUSTOMER, and the State of New York against any loss, damage, expense or liability and will hold each of them harmless from and pay any loss, damage, cost or expense (including without limitation, judgments, attorney's fees, and court costs) which the AUTHORITY, the CUSTOMER or the State of New York incur because of injury to or death of any person or on account of damage to property,

or any claim arising out of, in connection with, or as a consequence of, the performance of the Work and/or any act or omission of the Contractor or any of its Subcontractors, employees, agents or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

[Article IX follows]

## **Article IX**

### **Time For Performance**

(A) **Uncontrollable Forces**

No party shall be responsible for delays or failures in performance resulting from occurrences beyond its reasonable control including, but not limited to, acts of God, strikes, walkouts, acts of war, government regulations, moratoriums, fire, extreme weather circumstances, malfunctions in communication lines or computer hardware, power failures, shipping or delivery delays or other events caused by those not party to this Agreement. In the event the AUTHORITY or the Contractors or Subcontractors are unable to fulfill any obligations hereunder by reason of such uncontrollable forces, the CUSTOMER shall be notified in writing and the completion dates described in the CIC shall be extended by the amount of additional time reasonably necessary to complete the Work.

(B) **Unforeseen Circumstances or Conditions**

In the event that unknown circumstances or conditions at CUSTOMER's Facility are discovered after the CIC is executed, which circumstances or conditions increase the Total Installed Cost of the Project installation at that Facility, Work at the Facility may upon request of the AUTHORITY be suspended until the AUTHORITY and the CUSTOMER mutually determine whether and how the Work will be completed. Upon mutual agreement, the CIC will be revised by a Change Order to incorporate necessary changes in the scope of Work and/or the Total Installed Cost. In the event that a Project is terminated pursuant to this Article IX, AUTHORITY shall issue a Final CIC as provided in this Article IX(D), and payment will commence in the next full billing period following the issuance of the Final CIC.

(C) **Suspension of Work**

CUSTOMER may direct the AUTHORITY to suspend the Work at any CUSTOMER Facility by written notice to AUTHORITY. The AUTHORITY, the Contractors and Subcontractors, shall thereupon suspend all Work at that Facility as soon as practicable and secure the site until further directed by the CUSTOMER. The CUSTOMER shall be

responsible for all increased project costs resulting from suspension, and shall assume such increased costs in full as part of its Repayment Obligation. A Change Order to the CIC for the Work at the CUSTOMER Facility will be executed accordingly. In the event Work is suspended by the CUSTOMER for more than ninety (90) days, the AUTHORITY may terminate Work at that the Facility and the AUTHORITY shall issue a Final CIC as provided in this Article IX(D), and payment will commence in the next full billing period following the issuance of the Final CIC.

(D) Project Termination or Cancellation

In the event that a Project is canceled or terminated in whole or in part subsequent to execution of a CIC but prior to completion, the AUTHORITY shall issue a Final CIC covering all project costs incurred for the terminated portion(s) of the Work (plus wind-up costs, if any), and payment shall commence in the next full billing period following the issuance of the Final CIC.

(E) Termination of Agreement

Unless otherwise provided in this Agreement, either Party may terminate this Agreement at any time upon one hundred twenty (120) days' prior written notice to the other party. Those provisions of this Agreement meant to survive termination, including, but not limited to, those provisions concerning Waste, limitations of liability and hold harmless and repayment shall survive termination.

The AUTHORITY and the CUSTOMER acknowledge that the construction of a Project implemented pursuant to a CIC executed during the Term of this Agreement may extend beyond the expiration or early termination of this Agreement. Provided that the Project was commenced pursuant to a CIC that was executed during the Term of this Agreement, then this Agreement will be extended, as it applies to such CIC only and for the sole purpose of completing the Project. The Project implemented pursuant to such CIC may continue until completed or otherwise terminated earlier pursuant to the terms and conditions of this Agreement.

[Article X follows]

**Article X**  
**Miscellaneous**

(A) **Publicity**

- (1) **Public Announcements.** No marketing, publicity, promotion or advertising regarding this Agreement, or any project undertaken pursuant to this Agreement, will be issued by either Party without the other Party's prior written approval, which approval will not be unreasonably withheld. Any responses to news media inquiries developed by the other Party, related to the Agreement, must be coordinated with the other Party for review and approval. Letters, speeches, news and/or press releases, articles for publication, etc. related to this Agreement, or any project undertaken pursuant to this Agreement, will be coordinated among the Parties for review and approval prior to release. Any and all communications, whether verbal or written, must be submitted to the other Party for prior review and approval. CUSTOMER agrees to abide by these terms regarding public announcements for a period of two (2) years following the later of the termination of this Agreement, or the conclusion of any project undertaken pursuant to this Agreement.
  
- (2) **Signage.** The Parties agree that the AUTHORITY may, at no cost to the CUSTOMER, design, install and maintain appropriate publicity signage at or in the vicinity of the project. CUSTOMER will cooperate with the AUTHORITY, and/or any third-party vendors designated by the AUTHORITY, by timely responding to any questions and/or requests regarding the design, manufacture, installation and maintenance of the signage and timely notify the AUTHORITY and/or any third-party vendors designated by the AUTHORITY, of any damage that may occur to the signage. The publicity signage may include the identity of the project, including a brief statement highlighting the project, any applicable AUTHORITY program, New York State program or other initiative under which the project is implemented and the identity of the parties supporting the project, including those

parties' respective logos. The publicity signage is intended to be placed in an area with significant public visibility within close proximity to the project. The AUTHORITY and/or any third-party vendors designated by the AUTHORITY will be responsible for removing the publicity signage within a reasonable period of time past the conclusion of a Project, or such earlier time as the AUTHORITY deems it appropriate.

(B) Disputes

In the event of any dispute regarding EESP Work at any CUSTOMER Facility, Work there may be suspended by mutual agreement between the AUTHORITY and the CUSTOMER until the matter is resolved to the mutual satisfaction of the Parties. In the event the parties are unable to resolve any such dispute after good faith efforts, the Work at that Facility shall terminate and AUTHORITY shall issue a Final CIC as provided in Article IX(D). Billing shall commence in the next full billing period following issuance of the Final CIC.

(C) Claims By Third Parties

No provision of this Agreement shall, directly or indirectly, create or give to any third party, including Contractors and Subcontractors, any claim or right of action against the AUTHORITY or the CUSTOMER.

(D) Notices

Notices hereunder to any Party shall be given by certified mail, return receipt requested, or such other method as the Parties may mutually agree upon. Such notice shall be effective upon receipt at the addresses specified below:

To AUTHORITY:

Vice President of Procurement  
New York Power Authority  
123 Main Street  
White Plains, NY10601

To CUSTOMER:

(E) Proprietary Information

- (1) Unless and until CUSTOMER has fully satisfied its Repayment Obligation, the audit data, evaluations, Design and other information produced by AUTHORITY or its Contractors in connection with the Work at the CUSTOMER's Facilities shall be the property of AUTHORITY. CUSTOMER shall have the limited right to use any such proprietary information solely for the maintenance of Project installations in its Facilities. Upon payment in full by CUSTOMER, this information shall become the property of the CUSTOMER.
- (2) Any information identified as confidential which is exchanged by the AUTHORITY and the CUSTOMER shall be duly protected by the recipient to the extent permitted by law. It is understood that the Public Officers Law and other statutes and regulations regarding Freedom of Information may require the disclosure of information in certain situations.

(F) Nonwaiver

The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(G) Assignment

This Agreement may not be assigned, transferred nor conveyed by CUSTOMER without the prior written consent of AUTHORITY. Any attempted assignment, transfer or conveyance without such consent shall be void.

(H) Governing Law - Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than New York. Any action at law, or in equity, for the enforcement of this Agreement shall be instituted only in

a court of competent jurisdiction of the State of New York located in Albany County.

(I) Limitation on Work in Certain Premises

Without the express written consent of the AUTHORITY, no Work of any kind shall be performed in any premises of the CUSTOMER used for private business use within the meaning of Section 141(b) of the U.S. Internal Revenue Code of 1986, as amended.

(J) Cessation of Eligible Use

In the event that while the CUSTOMER's Repayment Obligation for a Project in a Facility remains outstanding (a) the Facility is sold or leased to, or ownership or control of such Facility is transferred to, an entity whose ownership of, lease interest in, or control over such Facility would impair the tax exempt status of the AUTHORITY's debt obligations, or (b) the Facility is utilized in a manner different from that contemplated by the parties at the time the Final CIC is executed or deemed executed and such new use would impair the tax exempt status of the AUTHORITY's debt obligations, then any outstanding principal amount of the CUSTOMER's Repayment Obligation shall immediately become due and owing by the CUSTOMER.

(K) Entire Agreement

This Agreement constitutes the entire agreement between AUTHORITY and CUSTOMER concerning the subject matter hereof, and supersedes all prior negotiations, representations, contracts and Agreements. This Agreement may be amended only in writing signed by AUTHORITY and CUSTOMER. Notwithstanding the foregoing, however, in the event CUSTOMER has previously executed a High Efficiency Lighting Program ("HELP") Cost Recovery Agreement with AUTHORITY, then any HELP projects undertaken at CUSTOMER facilities pursuant to such HELP agreement(s) shall be governed by those agreements and any executed CICs and/or Final CICs related thereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

POWER AUTHORITY OF THE  
STATE OF NEW YORK

By: \_\_\_\_\_

Name: Paul W. Belnick

Title: Vice President  
Energy Efficiency

Date: \_\_\_\_\_

VILLAGE OF PORT CHESTER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

# RESOLUTIONS

**DETERMINATION ON APPEAL WITH REGARD TO  
SEWER RENT**

On the motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, Enrico Ciancio (hereafter the “applicant”) filed an appeal with the Village of Port Chester Board of Trustees with regard to the Sewer Rent charged for property located at 91 Hawley Ave, Port Chester, and also designated as Section 136.45 , Block 2 and Lot 15 on the Tax Map of the Town of Rye; and

WHEREAS, at the meeting of 7/7/14, the Board referred this matter to Village staff to review and make a report with a recommendation; and

WHEREAS, by letter dated 7/22/14 the applicant was advised that the matter would be considered at the Board meeting of 8/4/14 and that they would be welcome to be heard at that time; and

WHEREAS, said letter also provided a copy of Village staff’s report; and

WHEREAS, the applicant has appeared/not appeared on his/her/its’ behalf at this meeting; and

WHEREAS, in addition to the appeal and staff report, the Board has considered the following in its deliberations:

Documentation of water consumption history.

prepared to make a determination on the appeal. NOW, therefore, be it

RESOLVED, that the appeal is hereby GRANTED/DENIED, and that the water consumption of 0 CCFs be reduced from the bill in question on the grounds that it has been found that a significant portion of water consumed did not affect the PC Sewer System, and be it further

RESOLVED, that the applicant be notified of the Board’s determination with a certified copy of this resolution; and be it further

RESOLVED, if the appeal is granted, that the Village Manager is hereby directed to take all necessary and appropriate action with regard to this matter in order to effectuate timely and complete relief.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**



VILLAGE OF  
**PORT CHESTER**  
222 Grace Church Street, Port Chester, NY 10573

July 22, 2014

Mr. Enrico Ciancio  
91 Hawley Avenue  
Port Chester, NY 10573

Dear Mr. Ciancio,

The Village received your grievance complaint on 6/20/14. A copy of the document is attached.

The Village Board of Trustees (BOT) received your grievance on 7/7/14 and may make a determination based on your provided application and documentation at the next regularly scheduled BOT meeting on 8/4/14.

You are welcome to attend to be heard.

Sincerely,

Christopher Ameigh  
Administrative Aide to the Village Manager

CA:mtv  
Attachment



# VILLAGE OF PORT CHESTER

## OFFICE OF THE VILLAGE MANAGER

### MEMORANDUM

---

TO: Mayor and Board of Trustees

FROM: Christopher Ameigh

THROUGH: Christopher D Steers

DATE: July 22, 2014

RE: Enrico Ciancio Sewer Rent Grievance Report/Recommendation.

---

As directed the 7/07/14 BOT meeting, the Village Manager's office has prepared a report on the Sewer Rent Grievance of Enrico Ciancio of 91 Hawley Ave, received on 6/20/14.

- Provided documentation showing water consumption 6/1/13-3/24/14 does not indicate a demonstrated variance in consumption relating to seasonal activity.
- Sprinkler: No documentation of the existence of a sprinkler system provided.

The Village Manager's Office recommends a denial on the grounds that the application lacks documentation indicating non-sewer related discharge of water.



## VILLAGE OF PORT CHESTER

### Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

[www.portchesterny.com](http://www.portchesterny.com)

Received

JUN 20 2014

Village Clerk  
VILLAGE OF PORT CHESTER

TO: Mayor and Board of Trustees  
c/o Village Clerk  
Village of Port Chester  
222 Grace Church Street  
Port Chester, N.Y. 10573

### APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, ENRICO CIANCIO, owner of property located at 91 HAWLEY AVE Port Chester, New York, also designated as Section 136.45 Block 1 and Lot 15, on the Tax Map of the Town of Rye, hereby make hereby make application and appeal to the Board of Trustees for review with regard to the attached Sewer Rent Bill dated 5/20/14 for the period from 6/1/13 to 3/31/14.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. \* The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
- That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2, include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that did not result in discharges into the sanitary sewer system. Detail the uses for the water, the equipment that was used, the holding capacity or flow capacity of that equipment, the average amount of time that equipment was in use etc. and state the non-sanitary sewer destination for such water during the time period to be adjusted. Note that the Board may grant an adjustment of the amount of water consumption to be used as the basis for the sewer rent, but in no event shall such adjustment exceed ten (10) percent of consumption.

3.  Other. Please describe below.

Sprinkler system  
2 zones front and back  
1 hour a day

Provide all documentation supporting your claim under option #3.

Enrico Ciancio

914-937-0823

Signature of owner

Phone # of Owner

6-20-2014

Date

**FOR VILLAGE USE ONLY**

Date of Receipt: \_\_\_\_\_

Date of Referral to Staff: \_\_\_\_\_

Date of Report and Recommendation: \_\_\_\_\_ (copy annexed):

**DETERMINATION**

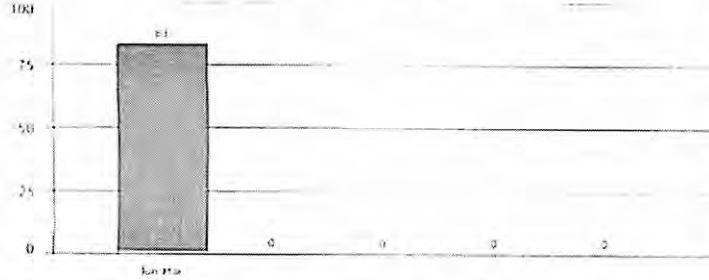
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of \_\_\_\_\_



**VILLAGE OF PORT CHESTER SEWER RENT**  
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801  
 Telephone: 888-876-1672  
 www.unitedwater.com

**USAGE HISTORY**  
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/23/2014

Billing Date: 05/20/14  
 Account Number: 07903586588161

Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$107.90
<b>TOTAL AMOUNT DUE</b>	<b>\$107.90</b>

\*PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: ENRICO CIANCIO

SERVICE ADDRESS: 91 HAWLEY AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
90208119	06/01/13	03/24/14	296	0222	0305	83	CCF	PRORATED ACTUAL	SWQ
						EQUIVALENT TO		62,084 GALLONS	

SEW RENT 83.0000 @ \$1.30002  
 TOTAL CURRENT CHARGES

\$107.90  
 \$107.90

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

**IMPORTANT MESSAGES**

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period. This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.

*\$107.90 6/15/14*

## UNDERSTANDING YOUR BILL

### CONSUMPTION UNIT OF MEASURE

CCF: 100 cubic feet, equivalent to 748 gallons

### SEWER RATE


Set annually to cover the cost for maintaining the sanitary sewer System. For FY 2013-14 the rate is \$1.300020/CCF of water consumption.


### PENALTIES

A penalty of 1% will be charged for any bill that remains unpaid after 25 days of issuance. An additional penalty of 1% shall be added for each succeeding month in which the sewer rent continues to remain unpaid.


## CUSTOMER SERVICE

 BY TELEPHONE  
888 876 1672


 BY FAX  
914 637 5333


 IN PERSON / IN WRITING  
United Water Westchester Customer Service Center  
2525 Palmer Avenue  
P.O. Box 469  
New Rochelle, NY 10801  
Monday through Friday (except holidays)  
8:00 a.m. - 4:30 p.m.  
*Always remember to include your account number on any correspondence to us*


 BY E-MAIL  
[wwwcustomerservice@unitedwater.com](mailto:wwwcustomerservice@unitedwater.com)


 ONLINE  
[www.unitedwater.com/uwww](http://www.unitedwater.com/uwww)

## PAYMENT OPTIONS

 BY TELEPHONE  
To pay your bill by phone, call us at 888 608 6690. A convenience fee applies for this service.

 IN PERSON  
Pay by cash, check or money order during business hours at our Customer Service Center.

 BY MAIL  
For your convenience, a return envelope accompanies this statement and should be used to make payments by mail. Please include your bill stub to avoid a delay in processing your payment.  
**DO NOT SEND CASH.**

 ONLINE  
To pay your bill online please visit [www.unitedwater.com](http://www.unitedwater.com) and click on the Western Union SpeedPay link. A convenience fee applies for this service.

## GENERAL INFORMATION

### RATE SCHEDULE

A rate schedule is available upon request

### EMPLOYEE IDENTIFICATION

All company employees are uniformed and wear identification badges with the company logo, the employee's picture and name, and the date the card was issued. Please ask to see it, or call us to confirm an employee's name.

### RESPONSIBILITY

The Property owner is responsible for the payment of the Sewer Rent

### UNPAID SEWER RENTS

Delinquent sewer rents, penalties and interest shall constitute a lien upon the real property. Delinquent accounts shall be subject to enforcement, including levying the said unpaid amount to be collected and enforced in the same manner as village taxes or commencing an action to recover same, all as authorized by General Municipal Law, Section 452.

### SEWER RENT APPEAL PROCESS

Section 268-4. B Village Code

B. Adjustment. System users may apply to the Village for an adjustment of the amount of water consumption. Such application shall in writing, accompanied by any prescribed filing fee, and include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system. The Board may grant an adjustment on an appeal as provided hereinafter, but in no event shall such adjustment exceed ten (10) percent of the water consumption.

**DETERMINATION ON APPEAL  
WITH REGARD TO SEWER RENT**

On the motion of TRUSTEE , seconded by TRUSTEE , the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, Chester B. Edwards (hereafter the “applicant”) filed an appeal with the Village of Port Chester Board of Trustees with regard to the Sewer Rent charged for property located at 96 Hawley Ave, Port Chester, and also designated as Section 136.45 , Block 2 and Lot 6 on the Tax Map of the Town of Rye; and

WHEREAS, at the meeting of 7/7/14, the Board referred this matter to Village staff to review and make a report with a recommendation; and

WHEREAS, by letter dated 7/22/14 the applicant was advised that the matter would be considered at the Board meeting of 8/4/14 and that they would be welcome to be heard at that time; and

WHEREAS, said letter also provided a copy of Village staff’s report; and

WHEREAS, the applicant has appeared/not appeared on his/her/its’ behalf at this meeting; and

WHEREAS, in addition to the appeal and staff report, the Board has considered the following in its deliberations:

Documentation of water consumption history, and pool capacity and is

prepared to make a determination on the appeal. NOW, therefore, be it

RESOLVED, that the appeal is hereby GRANTED/DENIED, and that the water consumption of 6 CCFs be reduced from the bill in question on the grounds that it has been found that a significant portion of water consumed did not affect the PC Sewer System, and be it further

RESOLVED, that the applicant be notified of the Board’s determination with a certified copy of this resolution; and be it further

RESOLVED, if the appeal is granted, that the Village Manager is hereby directed to take all necessary and appropriate action with regard to this matter in order to effectuate timely and complete relief.

Approved as to Form:

---

Anthony M. Cerreto, Village Attorney



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, NY 10573

July 22, 2014

Mr. Chester B. Edwards  
96 Hawley Avenue  
Port Chester, NY 10573

Dear Mr. Edwards,

The Village received your grievance complaint on 6/18/14. A copy of the document is attached.

The Village Board of Trustees (BOT) received your grievance on 7/7/14 and may make a determination based on your provided application and documentation at the next regularly scheduled BOT meeting on 8/4/14.

You are welcome to attend to be heard.

Sincerely,

Christopher Ameigh  
Administrative Aide to the Village Manager

CA:mtv  
Attachment



# VILLAGE OF PORT CHESTER

## OFFICE OF THE VILLAGE MANAGER

### MEMORANDUM

---

TO: Mayor and Board of Trustees

FROM: Christopher Ameigh

THROUGH: Christopher D Steers

DATE: July 21, 2014

RE: Chester B. Edwards Sewer Rent Grievance Report/Recommendation.

---

As directed the 7/07/14 BOT meeting, the Village Manager's office has prepared a report on the Sewer Rent Grievance of Chester B. Edwards of 96 Hawley Ave, received on 6/18/14.

- Provided documentation showing water consumption 6/1/13-3/24/14 does not indicate a demonstrated variance in consumption relating to seasonal activity.
- Pool (claims 5,000)
  - Failed to provide evidence of the legal status of the pool i.e. Certificate of Occupancy.
  - Google earth shows existence of pool. (see attached)
  - 5,000 gallon pool uses approximately 6.68 CCF/year (for one full refill) No evidence provided of the exact volume of the pool. Google earth images appear to corroborate approximate size.
- Sprinkler
  - No documentation of the existence of a sprinkler system provided.

The Village Manager's Office recommends 7.5% of the total Consumption between 6/1/13-3/24/14.

Original Consumption	89 CCF
Reduction	6 CCF
Original Fee	\$115.70
New Fee with Consumption Reduction	\$107.90





## VILLAGE OF PORT CHESTER

### Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

[www.portchesterny.com](http://www.portchesterny.com)

Received

JUN 18 2014

Village Clerk  
VILLAGE OF PORT CHESTER

TO: Mayor and Board of Trustees  
c/o Village Clerk  
Village of Port Chester  
222 Grace Church Street  
Port Chester, N.Y. 10573

### APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, Chester B Edwards, owner of property located at 96 Hawley Avenue Port Chester, New York, also designated as Section 136 Block 45 and Lot 2-6 on the Tax Map of the Town of Rye, hereby make hereby make application and appeal to the Board of Trustees for review with regard to the attached Sewer Rent Bill dated 5/20/2014 for the period from 6/1/2013 to 3/24/2014.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. \* The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
- That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2, include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that did not result in discharges into the sanitary sewer system. Detail the uses for the water, the equipment that was used, the holding capacity or flow capacity of that equipment, the average amount of time that equipment was in use etc. and state the non-sanitary sewer destination for such water during the time period to be adjusted. Note that the Board may grant an adjustment of the amount of water consumption to be used as the basis for the sewer rent, but in no event shall such adjustment exceed ten (10) percent of consumption.

3.  Other. Please describe below.

During this time period, my water usage consumed but not discharged includes:

① Refill of above-ground swimming pool (5000 gallons)

② Two-zone sprinkler system operated for 6 months for front and back yard lawn and garden areas

Provide all documentation supporting your claim under option #3.

Signature of owner

914-937-4443

Phone # of Owner

6/16/2014

Date

**FOR VILLAGE USE ONLY**

Date of Receipt: \_\_\_\_\_

Date of Referral to Staff: \_\_\_\_\_

Date of Report and Recommendation: \_\_\_\_\_ (copy annexed):

**DETERMINATION**

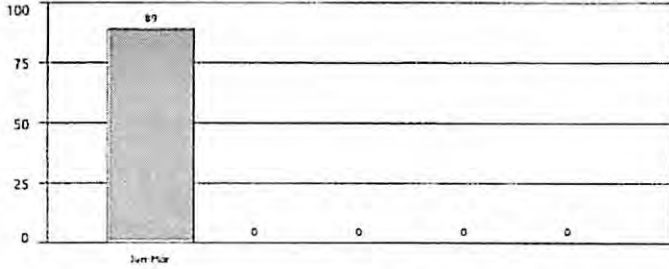
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of \_\_\_\_\_



**VILLAGE OF PORT CHESTER SEWER RENT**  
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801  
 Telephone: 888-876-1672  
 www.unitedwater.com  
*pd 6/9 - for 6/16  
 well Fargo*

**USAGE HISTORY**  
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/23/2014

Billing Date:	05/20/14
Account Number:	07908679554480
Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$115.70
<b>TOTAL AMOUNT DUE</b>	<b>\$115.70</b>

\*PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: CHESTER EDWARDS

SERVICE ADDRESS: 96 HAWLEY AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
83817265	06/01/13	03/24/14	296	0715	0804	89	CCF	PRORATED ACTUAL	SWQ
						EQUIVALENT TO		66,572 GALLONS	

SEW RENT 89.0000 @ \$1.30002 \$115.70  
 TOTAL CURRENT CHARGES \$115.70

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

**IMPORTANT MESSAGES**

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period. This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED.



Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 96 HAWLEY AVE  
 PORT CHESTER NY

Please check this box if you have made any changes to the information on the reverse side.

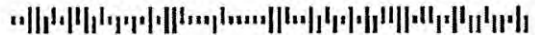
001154

AUTO\*\*SCH 5-DIGIT 10573 1154 T3:3 1154 1 AV 0.381  
 CHESTER EDWARDS  
 96 HAWLEY AVE  
 PORT CHESTER NY 10573-2208



0790867955448000000011570000000000

Account Number:	07908679554480
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$115.70
<b>TOTAL AMOUNT DUE</b>	<b>\$115.70</b>
<i>Please make payable to: VILLAGE OF PORT CHESTER SEWER RENT.</i>	
Payment Amount Enclosed	\$ _____



VILLAGE OF PORT CHESTER SEWER RENT  
 PO BOX 28327  
 NEWARK NJ 07101-3159



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Planning and Development Department

**BOT Meeting Date:** 8/18/2014

**Item Type:** Resolution

**Sponsor's Name:** Christopher N. Gomez, Director of Planning & Development

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	Redeveloping United Hospital Site		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

**Agenda Heading Title**  
*(Will appear on the Agenda as indicated below)*

SEQRA/Scope Starwood Capital Group/United Hospital Redevelopment

**Summary**

**Background:**

Final scoping document for the Starwood Capital Group/United Hospital Redevelopment Draft Environmental Impact Statement (DEIS) pursuant to SEQRA.

A public hearing was held on the draft scoping document on June 23, 2014 with written comment period extended to July 3, 2014. Public, staff, and board comments have been incorporated in to the final scope which was posted on the Village website on August 1, 2014 for public review. Both a red-lined and clean version of the final scope is attached.

Special environmental council Mark Chertok, Esq. and I will be in attendance on Monday evening to answer any final questions prior to board action.

<b>Proposed Action</b>
------------------------

That the Board of Trustees adopt the Resolution

<b>Attachments</b>
--------------------

Red Lined Final Scope, Clean Final Scope, Resolution of adoption

**ADOPTION OF FINAL SCOPING DOCUMENT FOR THE DRAFT ENVIRONMENTAL  
IMPACT STATEMENT WITH REGARD TO THE PROPOSED ACTION OF PC406 BPR,  
LLC and PC 999 HIGH STREET CORP.**

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

**WHEREAS**, on April 21, 2014, the Board of Trustees (herein referred to as “Village Board”) adopted a resolution accepting the petition of PC406 BPR, LLC and PC 999 High Street Corp. (together, the “Applicant”) for consideration of proposed zoning text and map amendments to the Village Code, Chapter 345 relating to a proposed Southern Gateway Mixed Use Overlay District or, in the alternative, to a text amendment modifying Article XI of the existing Zoning Regulation, Section 345-62; and

**WHEREAS**, the Applicant seeks to develop 406-408 Boston Post Road and 999 High Street for a mixed multi-family residential and commercial use development, consisting of 500 dwelling units designed to appeal to “Millennial” or young, childless working professionals, together with 230 age-restricted dwelling units, as well as 90,000 square feet of retail space, an approximately 138-room hotel and between 100,000 and 200,000 square feet of market-based office space geared towards accommodating wellness and out-patient medical uses (the “Proposed Action”); and

**WHEREAS**, the Village Board is the designated Lead Agency under the State Environmental Quality Review (SEQR) Act of the State of New York; and

**WHEREAS**, the Village Board has found that the Proposed Action is a Type I Action pursuant to the SEQR and the regulations at 6 NYCRR Part 617 and issued a Positive Declaration that the Proposed Action may have a significant impact on the environmental, and required the Applicant to prepare an Environmental Impact Statement (EIS); and

**WHEREAS**, the Applicant had submitted a proposed Scoping Outline for the Draft EIS, which was circulated for public review and comment and was the subject of a public scoping session held on June 23, 2014; and

**WHEREAS**, the time to submit comments on the proposed Scoping Outline was extended to July 3, 2014; and

**WHEREAS**, the Village Board has carefully considered comments that it has received on the proposed Scoping Outline; now therefore be it

**RESOLVED**, the Village Board hereby adopts the attached Final DEIS Scoping Outline.

Approved as to form:

---

Anthony M. Cerreto, Village Attorney

**Final DEIS Scoping Outline**  
United Hospital Redevelopment  
August 18, 2014

This document identifies the issues to be addressed in a Draft Environmental Impact Statement ("DEIS") for the proposed Port Chester Gateway Mixed Use Development. Accordingly, this Scoping Document addresses the items identified in paragraphs (f)(1) through (7) of Section 617.8 of the State Environmental Quality Review Act ("SEQRA") Regulations.

**DESCRIPTION OF THE PROPOSED ACTION:**

The Proposed Action is a Zoning Text Amendment/Map Change to accommodate the redevelopment of the former United Hospital site (the "Site") in the Village of Port Chester, NY replacing a complex of approximately 600,000± square feet of abandoned hospital and ancillary buildings with a new mixed use Project, including a combination of multi-family residential, age restricted residential, hotel, retail and office uses, as well as onsite parking facilities and open space. The Site's location, near the intersection of the 1-287 and 1-95 corridors, with frontage on Boston Post Road (US Route 1) is proximate to mass transportation and well-positioned to serve as a gateway to the Village of Port Chester. The Proposed Action includes the proposed Southern Gateway Mixed Use Overlay Zone (the "proposed Overlay Zone"); references to the "Project" are solely to the proposed redevelopment of the Site.

The Site consists of three tax parcels totaling approximately 15.4 acres, identified on the Village Tax Maps as Section 141.52, Block 1, Lots 2, 2.4 and 2.1, with street addresses of 406 Boston Post Road and 999 High Street, respectively. The existing Site currently consists of multiple abandoned buildings and one partially occupied apartment building with related parking areas connected by an interior roadway system, totaling approximately ten acres of impervious surface area. The hospital has been inoperative since 2005. The current zoning is PMU Planned Mixed Use ("PMU").

The Project includes a combination of mixed-use buildings throughout the Site that encompass multi-family residential, age-restricted residential, hotel, office and street-level retail uses. The Project will provide parking via a combination of structured facilities located under the buildings as well as at-grade surface parking areas. This mixed use Project will be anchored by significant public spaces and will provide pedestrian access throughout the site and from Boston Post Road to Abendroth Park.

The proposed Overlay Zone is comprised of approximately 79 acres, including the Project Site, the Kohl's Shopping Center site, the Home Depot site, and other nearby areas. Except for the Project Site, all other sites are currently zoned CD Design Shopping Center and only permit commercial uses.

## **GENERAL GUIDELINES:**

The analyses of the Project shall be performed for the expected first year of full occupancy and operation and, if necessary, for an earlier time frame if significant adverse impacts would be expected to occur at such earlier time.

The DEIS shall cover all items in this Scoping Document. Each impact area shall be analyzed in a separate subsection that includes a discussion of existing conditions, future conditions without the Proposed Action, future conditions with the Proposed Action, and mitigation measures designed to minimize any identified and potential adverse environmental impacts. There shall be a separate chapter to analyze alternatives that would achieve the basic objectives of the Proposed Action, as well as the No Action Alternative.

Narrative discussions should be accompanied by appropriate tables, charts, graphs, and figures whenever possible. If a particular subject can be most effectively described in graphic format, the narrative discussion should merely summarize and highlight the information presented graphically. All plans and maps showing the Site should include adjacent properties (if appropriate), neighboring uses and structures, roads, and water bodies, as appropriate.

Information should be presented in a manner which can be readily understood by the public. Efforts should be made to avoid the use of technical jargon. Discussions of mitigation measures should include an explanation of how those measures would be implemented, any potential environmental impacts of such implementation, the costs and the time frame associated with such implementation, and the entity that would be responsible for implementing and paying for the mitigation. The discussion should indicate any proposed improvements that have been incorporated into the Proposed Action. The document and any appendices or technical reports should be written in the third person (i.e., the terms "we" and "our" should not be used). The Applicant's conclusions and opinions, if given, should be identified as those of "the Applicant." All methods used by the Applicant to arrive at conclusions should be stated. Any assumptions incorporated into assessments of impact should be clearly identified.

## **ENVIRONMENTAL IMPACT STATEMENT CONTENT**

Introductory Material - Cover Sheet that includes:

- A. Title (i.e., Draft Environmental Impact Statement)
- B. Identification of the Proposed Action, including name and location
- C. Identification of the Village Board of Trustees of the Village of Port Chester as the Lead Agency for the Proposed Action
- D. The following contact information:
- E. Janusz Richards  
Village Clerk  
222 Grace Church St.  
Port Chester, NY 10573  
[Jrichards@portchesterny.com](mailto:Jrichards@portchesterny.com)
- F. (914) 939-2200
- G. Date submitted and any revision dates

- H. Date of acceptance of the DEIS
- I. Deadline by which comments on the DEIS are due
- J. Name and address of Sponsor of Proposed Action, and the name, address and email address for a contact person representing the Sponsor
- K. The name and address of the primary preparer(s) of the DEIS and a list of consultants involved with the Project for the Applicant
- L. List of Consultant involved with the Proposed Action for the Village
- M. Table of Contents
- N. List of Exhibits
- O. List of Tables
- P. List of Appendices

**I. Executive Summary**

The summary should provide the reader with a clear and cogent understanding of the information found elsewhere in the main body of the DEIS and should be organized as follows:

- A. Brief but complete description of the Proposed Action, including Site history and background leading to the proposed development and anticipated build year.
- B. Potentially Significant Adverse Impacts identified in the Positive Declaration.
- C. Reasons for Modifying Project/Proposed Action.
- D. Listing of required approvals and permits.
- E. List of Involved and Interested Agencies (including neighboring municipalities).
- F. Brief Description of Anticipated Impacts and Proposed Mitigation Measures.
- G. Brief Description of Alternatives to the Proposed Action.
- H. Table comparing impacts of the Proposed Action with the various alternatives.

**II. Description of Proposed Action**

- A. Project Location (including appropriate descriptive graphics).
- B. Project Sponsor (including experience and objectives).
- C. Description of Site's existing character.
- D. Inventory of existing structures on the Site, including identification of buildings to be removed and their current physical condition.
- E. Description of Site and surrounding land uses in narrative and graphic form, including a summary description of former hospital operations and use and a description of the operations of 999 High Street, including the legal status of the building, its general history, the number of units occupied at the time of filing of the petition for rezoning and at the time of the DEIS, and the number of occupants associated with those numbers of units.
- F. Project description, including building locations, square footages, arrangements, dimensions, height, general character, architecture, number and type of dwelling units, number of hotel units, compliance with affordable housing requirements, commercial/retail areas, common areas, recreational spaces and amenities (including public access and ownership and maintenance, if

applicable), access, off-street parking and traffic circulation, Site infrastructure, internal traffic circulation, internal pedestrian circulation, streetscape enhancements and associated Site improvements, lighting, description of views from and to Site, connection to surrounding neighborhoods and relationship to public transit, including Metro North train stations.

- G. General description of utilities and stormwater management.
- H. Description of the proposed Overlay Zone and alternative PMU zoning amendment. The proposed Overlay Zone is approximately 79 acres and encompasses the existing PMU District, the Kohl's Shopping Center, the Home Depot site, and adjacent areas. Except for the Project Site, all other sites are currently zoned CD Design Shopping Center and only permit commercial uses. The proposed zoning amendments should be included in an appendix to the DEIS.
- I. Construction scheduling, including any phasing and description of Project construction, including site preparation (demolition, erosion and sedimentation controls and earthwork).
- J. Purpose, need and benefits of the Proposed Action, which should include an assessment of the need/demand for the Proposed Action and its elements.

### **III. Required Permits and Approvals, Involved and Interested Agencies**

- A. Listing of all Village, County, State and federal permits and approvals that may be required to implement the Proposed Action.
- B. Listing of all Involved Agencies.
- C. Listing of all Interested Agencies (including neighboring municipalities).

### **IV. Existing Environmental Conditions, Anticipated Impacts and Proposed Mitigation**

For the specific issues identified in this Scope, the DEIS should provide a topic-by-topic analysis of existing environmental conditions, future conditions without the Proposed Action, potential impacts of the Proposed Action, and potential measures to mitigate adverse environmental impacts. The analyses in each subject area shall include, as appropriate, and warranted, a reasonably anticipated maximum build-out of each type of use that would be allowed by the proposed zoning amendments/proposed Overlay Zone; this assessment may be more generic for the area beyond the Site encompassed by the proposed Overlay Zone, except the DEIS shall contain quantitative traffic, fiscal and school children analyses of such uses (as applicable), as well as a quantitative assessment of pedestrian impacts if warranted. The references in this Scoping Outline to development projected to arise from the proposed Overlay Zone incorporate this requirement. Where applicable, a description of the conditions associated with the former United Hospital should also be included; these are for comparative purposes only. The time frame for the discussion of Project impacts shall be the build year; the time frame for a discussion of impacts of the proposed Overlay Zone shall be ten years.

Where relevant, cumulative impacts should be discussed, including both on-Site and off-Site impacts, including those from the proposed Overlay Zone. The identification of potential mitigation measures in this Scope is illustrative only and not intended to be all-inclusive or specifically required. Where mitigation is identified, the DEIS should discuss any adverse impacts associated with and approvals required for any such measures and identify the entity responsible for implementing any such improvements and the funding therefor.

## **A. Land Use and Zoning**

### **1. Existing Conditions**

- a. Include maps and narrative describing generalized land use patterns and neighborhood character in the Village of Port Chester, City of Rye and Village of Rye Brook and more specifically for a primary land use study area (the area within a quarter-mile of the Project Site). Include a map of the proposed Overlay Zone superimposed with the current zoning.
- b. Generally describe the existing zoning districts within a quarter-mile of the Project site as well as the areas encompassed by the proposed Overlay Zone.
- c. Identify any existing use of the Site by the Sponsor and/or neighboring properties and/or residents, including the area of the proposed Overlay Zone (e.g., for parking).
- d. Describe development trends, proposals and approval activity in the area (including the area of the proposed Overlay Zone).
- e. Discuss consistency with Land Use Plans and Policies, including:
  - i. Village of Port Chester existing Comprehensive Plan;
  - ii. Port Chester Strategic Plan;
  - iii. Patterns for Westchester;
  - iv. Westchester 2025; and
  - v. Third Regional Plan for New York-New Jersey-Connecticut Metropolitan Area.

### **2. Anticipated Impacts**

- a. Identify the relationship of the proposed development to overall land use patterns within the study area and to adjacent properties, including impacts on neighborhood character (e.g., from visual perspective, traffic), and discuss the proposed Project's compliance or noncompliance with local land use regulations and its relationship to local, County and regional plans. Include impacts on neighborhood character from any "cut-through" traffic (See "E. Traffic and Transportation" section below).
- b. Discuss development projected to arise from the adoption of the

proposed Overlay Zone. Any anticipated redevelopment of sites in the proposed Overlay Zone, including the Kohl's Shopping Center, or any current vacant portions thereof, shall be prepared based on conceptual level planning for redevelopment.

- c. Discuss the consistency of the proposed Overlay Zone with the plans identified in Paragraph 1(A)(1)(e) above.
- d. Describe how the proposed Overlay Zone and alternative PMU zoning amendment integrates with the existing Village zoning regulations and the Project's compliance with existing zoning and the Village's PMU SEQRA Findings Statement.
- e. Address elimination of any use of the Site by neighboring properties and/or residents (e.g., parking).
- f. Address potential for commercial and/or retail components of the proposed Project to affect key/anchor retail stores in the vicinity of the Site (in the Villages of Port Chester and Rye Brook and the City of Rye) that would cause a change in community character.
- g. Evaluate proposed site plan and/or special permit application for the redevelopment of the Site as part of the rezoning application SEQRA review.

3. Proposed Mitigation Measures (as applicable)

**B. Visual Resources**

1. Existing Conditions

- a. Document the visual character of the Site and the immediate surrounding area through photographs, cross sections and narrative. Include views from public locations, sensitive sites (e.g., schools) and from representative residential areas (including those identified below). Include any proposed development in the proposed Overlay Zone.

2. Anticipated Impacts

- a. Identify views to and from the proposed development from surrounding roads and properties, including Abendroth Park and the residential areas identified below, approaching the site from both Rye and Port Chester on Boston Post Road, from the Kohl's Shopping Center, from the west along High Street and from 1-287. Specific views to the proposed development to be considered should include the following locations:
  - i. Abendroth Park (at locations with the greatest and least elevations);
  - ii. Views from along Grandview Avenue, Grant Street, Terrace Avenue and South Regent Street as part of the residential neighborhood to the north of the Site;
  - iii. US Route 1 and Olivia Street looking southwest towards Site;
  - iv. Kohl's Shopping Center;
  - v. US Route 1 in the City of Rye looking towards the site on the south side of US Route 1 in the vicinity of the Rye Country Day School field entrance;

- vi. Grandview Street and High Street.
  - vii. Views from along Grandview Avenue, Hillside Road, Cope Circle, Julian Street, Evergreen Avenue and Ridge Street as part of the residential area to the southwest of the Site.
- b. Describe impacts on the overall aesthetic quality and character of the surrounding area.
  - c. Describe the relationship of the proposed Site development to the surrounding community, including the Project height, general character, bulk and scale in relation to the surrounding area.
  - d. Utilize photographs, cross sections and elevations of the proposed development and/or photo simulations will be utilized as appropriate to describe any resulting visual impact (i.e., before and after conditions), including a comparison of views of the existing buildings to views of the proposed Project and images of typical proposed Project buildings. This assessment should include consideration of rooftop facilities, such as wireless antennae, generators, electrical equipment, etc.
  - e. Describe generally impacts on visual quality/aesthetics of development projected to arise from the adoption of the proposed Overlay Zone.
3. Proposed Mitigation Measures (as applicable)

### **C. Stormwater Management**

- 1. Existing Conditions
  - a. Including a description of local drainage patterns and their relationship to the Site. Include runoff going to the Boston Post Road system and beyond as well as the Blind Brook Watershed Stormwater flow peak rates of runoff would be provided for 1-, 2-, 10-, 25-, 50- and 100-year storm events as required by Village and NYSDEC Phase II regulations.
- 2. b. Include a general description of any anticipated increase in impervious surfaces associated with development projected to arise from the adoption of the proposed Overlay Zone. Anticipated Impacts
  - a. Describe proposed drainage and stormwater management facilities.
  - b. Discuss compliance with Village of Port Chester MS4 stormwater requirements.
  - c. Compare projected impervious surface coverage with existing coverage conditions and any anticipated changes in runoff conditions, including any impacts on downstream drainage (including the areas noted above). Include a general description of such impacts on the areas identified above from development projected to arise from the adoption of the proposed Overlay Zone.
- 3. Proposed Mitigation Measures (as applicable)
  - a. Describe proposed stormwater management system and implementation of Best Management Practices based on NYSDEC Phase H regulation, including methods to maintain and enhance water quality standards and peak runoff rates.

## **D. Utilities**

### **1. Water Supply**

#### **a. Existing Conditions**

- i. Include a description of existing water lines within study area and water system usage and capacities.
- ii. Include usage under previous hospital use.
- iii. Include flow tests.
- iv. Include a general description of water usage in the proposed Overlay Zone.

#### **b. Anticipated Impacts**

- i. Describe proposed water mains, including pipe-sizing, location, and routing.
- ii. Identify proposed connection points to the existing systems.
- iii. Identify potential impacts of construction on infrastructure, including during peak usage periods.
- iv. Compare projected water use with previous hospital use to demand during anticipated peak usage periods.
- v. Discuss generally projected increases in water usage associated with development projected to arise from the adoption of the proposed Overlay Zone.
- vi. Discuss sufficiency of water resources for domestic and commercial use, as well as fire-fighting purposes.

#### **c. Proposed Mitigation Measures (as applicable)**

- i. Use of water saving devices and other water conservation techniques.
- ii. Evaluate storage and system looping.

### **2. Sanitary Sewage**

#### **a. Existing Conditions**

- i. Include a description of existing sanitary sewer lines servicing the Site, including capacity and pipe location; include flow from the Site north to the intersection of Boston Post Road and Purdy Street.
- ii. Include estimated sewage flows under previous hospital use for comparative purposes.
- iii. Include estimated sewage flows from areas within the proposed Overlay Zone, including flows from development projected to arise from the adoption of the proposed Overlay Zone.
- iv. Discussion of capacities of Port Chester Sewage Treatment Plant.

#### **b. Anticipated Impacts**

- i. Analysis of proposed development's sewage generation and compare with sewage generated by previous hospital use.
- ii. Description of proposed sewage system.
- iii. Identify proposed connection points to existing systems.
- iv. Discuss sufficiency of treatment capacity.
- v. Discuss any effects on sanitary sewer line capacity from the Proposed Action (including a general description of impacts from development projected to arise from the adoption of the

proposed Overlay Zone), with extent of analysis covering Slater Street and the Metro North bridge area.

- c. Proposed Mitigation Measures (as applicable)
  - i. Provide details of improvements and projections for proposed future demand in the area in addition to the Project.
  - ii. Consider measures that would offset increases in sewage flow, such as reductions in inflow/infiltration (“I&I”), including the means of achieving such reductions through implementation of Westchester County Department of Environmental Facilities’s best practices.
3. Gas, Electrical, Cable, Telephone & Telecom
  - a. Existing Conditions
  - b. Anticipated Impacts
  - c. Proposed Mitigation Measures (as applicable)

## **E. Traffic and Transportation**

1. Existing Conditions
  - a. Inventory existing road conditions in the site vicinity, including access, street and lane width, number of lanes, posted speed limits, types of roadways, curb cuts, parking and traffic controls.
  - b. Describe the study area.
  - c. Determine existing traffic volumes in the weekday AM peak period (7:00 a.m to 9:30 a.m.), evening peak period (4:00 p.m. to 6:30 p.m.) and Saturday peak period (11:00 a.m. to 1:30 p.m) by conducting manual traffic movement surveys at all locations in which recent, representative traffic data is not available and determine existing levels of service for each of the study intersections following procedures from the 2010 Highway Capacity Manual (latest edition of SYNCHRO computer program required). Counts should be taken during the school year when schools are in session. The study intersections are as follows:
    - i. Site Access and High Street;
    - ii. US Route 1 (Boston Post Road) and Slater Street;
    - iii. US Route 1 (Boston Post Road) and Pearl Street;
    - iv. US Route 1 (Boston Post Road) and South Regent Street;
    - v. US Route 1 (Boston Post Road) and Kohl's Shopping Center Driveway/Proposed Site Driveway;
    - vi. US Route 1 (Boston Post Road) and High Street;
    - vii. US Route I (Boston Post Road) and 1287 Westbound On-ramp/I-95 Northbound Off-ramp;
    - viii. US Route 1 (Boston Post Road) and 1-287 Eastbound Off-ramp/I-95 Southbound On-ramp;
    - ix. US Route 1 (Boston Post Road) and Hillside Road;
    - x. Ridge Street and High Street;
    - xi. High Street and Grandview Avenue;
    - xii. High Street and Evergreen Avenue;
    - xiii. U.S. Route I (Boston Post Road) and Cedar Street;

- xiv. U.S. Route 1 (Boston Post Road) and Peck Avenue;
  - xv. Peck Avenue and Midland Avenue;
  - xvi. Hillside Avenue and Purchase Street;
  - xvii. Hillside Avenue and Grandview Avenue;
  - xviii. US Route 1 (Boston Post Road) and Grace Church/South Main Street; and
  - xix. US Route 1 (Boston Post Road) with Olivia Street.
- d. Based on the foregoing traffic counts and other pertinent information, explain the basis for the selection of peak hours (as opposed to peak periods); also include an explanation of the need, if any, for adding a Sunday peak hour analysis and/or a weekday mid-day analysis.
  - e. Describe generally residential streets with the likelihood of being used as “cut-through” traffic (see Impacts section)
  - f. Describe existing off-street and on-street parking resources.
  - g. Compare traffic generated by the proposed Project to traffic generated by previous hospital use. Describe existing public and private transit options in the site vicinity (including Bee-Line Buses and Metro North).
  - h. Three (3) years of accident data are to be obtained from NYSDOT and Port Chester Police Department for the study area. An accident analysis is to be performed and the Critical Rate Method to be used as appropriate for the analysis..
  - i. Document school bus traffic.
  - j. Document truck traffic, particularly 1-95 by-pass traffic.
  - k. Document pedestrian patterns by collecting manual pedestrian volume data either concurrent with the manual turning movement count data, or at times that are representative of conditions when the collection of manual turning movement count data was undertaken, at the following intersections (spot checks should be conducted to assure the pedestrian counts are representative):
    - i. US Route 1 (Boston Post Road) and South Regent Street;
    - ii. US Route 1 (Boston Post Road) and Kohl's Shopping Center Driveway/Proposed Site Driveway;
    - iii. US Route 1 (Boston Post Road) and High Street;
    - iv. US Route 1 (Boston Post Road) and Pearl Street.
  - l. Asses the pedestrian use of crosswalks between the Site and Kohl’s Shopping Center.
  - m. Analyze the weaving traffic conditions on US Route 1 (Boston Post Road) between I-287 Westbound On-ramp/I-95 Northbound Off-ramp and High Street.
  - n. Based on SYNCHRO, document any queue spillback for eastbound US Route 1 (Boston Post Road) from its intersection with High Street; in addition, vehicle queuing should be analyzed and reported for all intersections wherein Levels-of-Service “D” or lower are documented based on the counts to be taken pursuant E.1.c above.
  - o. Automatic Traffic Recorders (ATRs) are to be installed on US Route 1 (Boston Post Road) in each direction for a one-week period (as approved by the New York State Department of Transportation) to record 24-hour volumes and vehicle speeds between High Street and the Kohl’s Shopping Center/Proposed driveway, between Olivia Street and South Regent Street and in the vicinity of

Hillside Avenue.

2. No-Build Analysis
  - a. Compare, balance and increase traffic counts to reflect normal growth in the Project study area, and any proposed/approved material developments, including the re-occupancy of unoccupied portions of the Kohl's Shopping Center Site in the vicinity of the Project that would generate traffic at the intersections identified in E.1.c above, to constitute the No-Build traffic volume.
  - b. Include future truck traffic as applicable.
3. Anticipated Impacts
  - a. Estimate traffic generation from the Project as well as proposed parking demand. The combination of new traffic coupled with the No-Build traffic will result in the design year-build traffic volumes.
  - b. Provide distribution of Project-generated traffic and explanation therefor.
  - c. Perform detailed capacity analysis to establish levels of service under Existing, No-Build and Build conditions for the AM, PM and Saturday peak hour periods (and a Sunday peak hour analysis if needed) at each study intersection, using the same Highway Capacity Manual methodology.
  - d. Assess likelihood of "cut-through" traffic in residential areas, and impacts thereof.
  - e. Assess effect of additional curb cuts.
  - f. Conduct a parking demand analysis.
  - g. Assess adequacy of future sight distance conditions at proposed Site driveways and discuss type of traffic controls to be employed at each driveway location.
  - h. Analyze anticipated truck activity, including loading and staging activities. The analysis shall include satisfying geometric issues for truck ingress and egress.
  - i. Discuss pedestrian conditions, including a quantitative assessment as warranted.
  - j. Discuss pedestrian impacts at the Port Chester and Rye train stations.
  - k. Conduct a traffic analysis for development projected to arise from the adoption of the proposed Overlay Zone. Capacity analyses are to be conducted for the weekday AM and PM peak periods as well as the Saturday midday peak period. The need for an analysis of operating conditions on a Sunday and/or weekday midday should be considered, as should the need for the inclusion of additional intersections for traffic and/or pedestrian analyses, potential "cut-through" streets, and other impacts; the ATR data should be used in these assessments.
  - l. Generally assess possible traffic and circulation patterns in the proposed Overlay Zone under the consideration of providing an additional entrance/exit off of US Route 1 (Boston Post Road) near the existing Sound Shore Tennis building.
  - m. Generally discuss the impacts related to the inclusion of a bus rapid transit station associated with the Tappan Zee/I-287 Corridor Project for the proposed Overlay Zone.
4. Proposed Mitigation Measures (as applicable)
  - a. Recommend traffic improvements if mitigation is required. These would include but not be limited to standard engineering measures, such as signalization

- changes, striping, etc.
- b. Describe any proposed changes to Post Road/Site Access/Kohl's Shopping Center intersection.
- c. Consider improvements to crosswalks from the Site across Boston Post Road to Kohl's Shopping Center
- d. Consider a shuttle bus services to the two nearby Metro North train stations, Port Chester and Rye.
- e. Consider shared parking (on-Site) to reduce parking demand.
- f. Consider use of smaller parking spaces.
- g. Consider use of car-sharing services for residents.
- h. Consider need for traffic control measures.

## **F. Socio-Economic, Community Facilities and Services**

1. Demographics
  - a. Existing and No-Build Conditions
    - i. Discuss existing Village population and housing trends and other demographic characteristics (including as relevant neighboring areas), including income and ethnicity. Supplement 2010 US Census data with additional source materials where available.
  - b. Anticipated Impacts
    - i. Describe projected population at the proposed Project, including potential number of schoolchildren, public and private.
    - ii. Describe generally the impacts of analysis for development projected to arise from the adoption of the proposed Overlay Zone.
  - c. Proposed Mitigation Measures (as applicable)
2. Schools – *All pertinent school enrollment data and anticipated impacts must be analyzed in conjunction with the Village's school mitigation study.*
  - a. Existing and No-Build Conditions
    - i. Provide overall description of schools and enrollment in the Port Chester School District and expected increase or decrease in enrollment (including State-mandated pre-kindergarten). Include, to the extent reasonably available, information from comparable developments in Port Chester and breakdown between students attending public versus private schools.
  - b. Anticipated impacts
    - i. Analyze anticipated impacts related to projected increase in enrollment utilizing standard and accepted schoolchildren generation formulas, as well as actual data from comparable projects in the region.
    - ii. Consider applicability of different schoolchildren generation rates for different types of housing and housing tenure
      - a. Analyze school children projected from residential development projected to arise from the adoption of the proposed Overlay Zone under the same criteria.
    - iii. Include any costs to the School district of busing students to private schools up to 15 miles distant, per State Education Law and unfounded mandates, such as special education services.
    - iv. Consider the potential for shifts in schools or redistricting

- c. Proposed Mitigation Measures (as applicable)
- 3. Police, Fire, Ambulance and Other Emergency Services
  - a. Existing and No-Build Conditions
    - i. Describe police department location, staffing and operations.
    - ii. Describe fire department location, staffing and operations.
    - iii. Describe ambulance service location, staffing and operations.
    - iv. Describe hospitals and similar health service facilities, locations, staffing and operations.
    - v. Describe other emergency services.
    - vi. Describe relevant mutual aid agreements.
  - b. Anticipated Impacts
    - i. Describe impact on calls to service and ability of each provider to handle. Include consideration of adequacy of Fire Department equipment to address fires in buildings on the proposed Project Site.
    - ii. Demonstrate adequate water supply/pressure for fire protection purposes.
    - iii. Describe any impacts on mutual aid agreements
  - c. Proposed Mitigation Measures (as applicable)
- 4. Solid Waste
  - a. Existing and No-Build Conditions
    - i. Describe current garbage collection and recycling disposal services.
  - b. Anticipated Impacts
    - i. Explain responsibilities for garbage collection and recycling following redevelopment, including recycling on-site to comport with the expanded Westchester County recycling program.
  - c. Proposed Mitigation Measures (as applicable)
- 5. Energy
  - a. Existing and No-Build Conditions
    - i. Describe of energy use of existing site.
  - b. Anticipated Impacts
    - i. Project energy demand for proposed action.
    - ii. Analyze direct and indirect greenhouse gas emissions from both stationary and mobile sources.
    - iii. Assess potential for green building/sustainability measures, such as bicycle access, green or reflective roofs, reuse of stormwater, and composting as well as those related to construction activities.
  - c. Proposed Mitigation Measures (as applicable).
- 6. Fiscal Impacts
  - a. Existing and No-Build Conditions
    - i. Describe existing tax generation from the site for all affected tax districts.
  - b. Anticipated Impacts

- i. Provide anticipated tax generation by the Project for all affected taxing districts during construction and upon Project completion, such as sales tax.
  - ii. Discuss effects of any Payment in Lieu of Taxes (PILOT) program associated with the proposed Project.
  - iii. Discuss ramifications of conversion of rental units to ownership units.
  - iv. Describe potential impacts of the proposed Project on the nearby commercial/retail areas, stores and businesses, as well as the local economy.
  - v. Provide anticipated tax generation associated with development projected to arise from the adoption of the proposed Overlay Zone.
  - vi. Analyze fiscal impacts associated with the Overlay Zone's proposed additional bonus FAR to be granted in exchange for funding towards specific public benefits for the consistent with the Village's adopted 2014-2016 Strategic Plan: municipal service facility or public school facility; waterfront and marina redevelopment; Fox Island peninsula redevelopment; or publically dedicated towards open/green space for community and/or youth programming.
- c. Proposed Mitigation Measures (as applicable)

7. Employment

- a. Existing and No-Build Conditions
  - i. Describe existing business activity and employment.
- b. Anticipated Impacts
  - i. Describe Project generated employment by all proposed uses: retail, residential, hotel, commercial, office, etc.
  - ii. Estimate construction period employment and employment upon Project completion.
  - iii. Discuss generally the impacts of the proposed Overlay Zone.
- c. Proposed Mitigation Measures (as applicable)

8. Workforce (Affordable) Housing

- a. Existing and No-Build Conditions
  - i. Describe workforce housing issues in central Westchester County and the Village of Port Chester. Identify applicability of County and/or Village provisions and/or policies with respect to workforce housing.
  - ii. Describe historical Village-wide efforts to provide workforce housing, including participation in HUD, Mitchell-Lama and Westchester County Urban County Consortium programs.
  - iii. Describe the status of workforce housing at 999 High Street, including the number of units now and at the time the zoning petition was filed in 2013, as well as the number of occupants associated with those units.
  - iv. Compare the anticipated rents for the Project's market rate housing with the rent for workforce housing (to the extent such information is reasonably available).
- b. Anticipated Impacts
  - i. Describe the relationship of Project with applicable Village and/or County workforce housing policies and/or provisions.

- c. Proposed Mitigation Measures (as applicable)
    - i. Consider inclusion of affordable units in the proposed Project or units outside of the Project
    - ii. Consider provision of replacement housing and/or relocation plan.
9. Recreation
- a. Existing and No-Build Conditions
    - i. Describe recreational opportunities in the Project area.
  - b. Anticipated Impacts
    - i. Discuss impacts from both residential and commercial site uses, including any impacts from Project operations on the adjacent playground area.
    - ii. Discuss generally impacts from development projected to arise from the adoption of the proposed Overlay Zone.
    - c. Proposed Mitigation Measures (as applicable)
10. Libraries
- a. Existing and No-Build Conditions
    - i. Provide overall description of libraries and usage and expected increase or decrease in usage.
  - b. Anticipated impacts
    - i. Analyze anticipated impacts related to any projected increase in usage.
  - c. Proposed Mitigation Measures (as applicable)
    - i. Consider on-site facilities.

#### **G. Natural Resources**

- 1. Existing and No-Build Conditions
  - a. Describe topography, soil conditions, surficial geology and ecological communities or significant habitat areas, if any.
  - b. Conduct Phase 1 Environmental Assessment.
- 2. Anticipated Impacts
  - a. Identify and quantify soil and vegetation disturbance and slope impacts.
  - b. Identify amount of impervious surface creation.
  - c. Describe require earthwork.
  - d. Describe construction methods.
  - e. Describe any hazardous materials issues.
- 3. Proposed Mitigation Measures (as applicable)
  - a. Describe proposed soil erosion and sediment control plan.
  - b. Describe landscaping plan.

#### **H. Historic Resources**

- 1. Existing Conditions
  - a. Conduct and describe results of Stage 1A literature review and archaeology sensitivity assessment. Include any sites in the area that are listed or eligible for listing on the State or National Register of historic Places.
  - b. Describe the status of the “mile marker” in front of the former United Hospital.
- 2. Anticipated Impacts
  - a. Discuss potential impacts on historic or archaeological resources

- (including the “mile marker”).
3. Proposed Mitigation Measures (as applicable)

## **I. Air Resources**

1. Existing and No-Build Conditions
  - a. Assess air quality using the latest ambient air quality monitoring data available from the New York State Department of Environmental Conservation-operated monitors closest to the Site and provide a comparison to the applicable National Ambient Air Quality Standards.
2. Anticipated impacts
  - a. Assess short-term impacts during construction, long-term parking, vehicle traffic, Project stationary sources, etc., by conducting an air quality analysis for the traffic conditions as required under the criteria set forth in the New York State Department of Transportation Environmental Procedures Manual, Chapter 1.1, Air Quality (January 2001, as updated).
  - b. Discuss generally impacts from development projected to arise from the adoption of the proposed Overlay Zone.
3. Proposed Mitigation Measures (as applicable)

## **J. Noise**

1. Existing and No-Build Conditions
  - a. Measure existing ambient noise levels at key receptors in the vicinity of the Site, including the closest residential areas outside the Site. The receptors at which ambient levels will be monitored are:
    - i. Inwood Avenue;
    - ii. Touraine Avenue (West);
    - iii. Touraine Avenue (East);
    - iv. Abendroth Park (two views);
    - v. South Regent Street;
    - vi. Port Chester Nursing Home and Rehabilitation Centre; and
    - vii. Cope Circle.
  - b. Identify local noise code.
2. Anticipated Impacts
  - a. Describe short-term impacts during construction, long-term impacts from site use, HVAC equipment, etc.
  - b. Compare Project- and construction-generated noise levels to local noise code.
  - c. Based on the anticipated traffic to be generated by the Project, perform a screening analysis of the receptor locations and at the intersections studied in the traffic analysis closest to such receptors to determine if additional detailed noise studies are warranted. The analysis will include an evaluation increases in noise due to increases in traffic from No-Build to Build conditions. The potential for noise impacts will be assessed utilizing the NYSDEC "DEC Policy DEP-001: Assessing and Mitigating Noise Impacts." If impacts are considered to be potentially significant, a more detailed assessment shall be conducted.
  - d. Discuss generally impacts from development projected to arise from the adoption of the proposed Overlay Zone.
3. Proposed Mitigation Measures (as applicable)

## **K. Building Demolition and Construction**

1. Anticipated Impacts
  - a. Provide construction phasing plan
  - b. Describe building demolition and site clearance activities.
  - c. Describe construction activities including the need, if any, for blasting.
  - d. Identify short-term impacts related to issues such as parking (including construction-related parking and the temporary displacement of on-Site parking), vehicular and truck traffic, air quality, noise, vermin on-site and migration off-site during construction, etc.
  - e. Discuss any impacts to Abendroth Park and other sensitive receptors.
  - f. Describe site security measures.
  - g. Identify any impacts from blasting.
  
2. Proposed Mitigation (as applicable)
  - a. Describe construction management plans and best management practices to be employed.
  - b. Describe mitigation measures to be employed during demolition, including site clearance protocol.
  - c. Describe measures to minimize construction-related impacts to air quality, such as fugitive dust control, controls on diesel emissions, prohibition of idling trucks.
  - d. Describe measures to reduce noise during construction.
  - e. Provide blasting plan.

## **V. Alternatives - *If an alternative is considered by the Applicant to be unreasonable and/or infeasible, the rationale for such position must be provided.***

- A. No Action Alternative.
- B. Redevelopment under existing zoning.
- C. Redevelopment of the Site as hospital use.
- D. Alternative redevelopment proposals, including different mix of uses (i.e., Conference Center; full service hotel; owner-occupied market rate housing).
- E. Alternative site plan proposals, including different building footprints.
- F. Alternative site access proposals.
- G. Reduced parking alternative.
- H. Redevelopment of United Hospital site with and without renovations or changes to 999 High Street parcel as part of the proposal.
- I. Alternative commercial/residential development ratios for the proposed Overlay Zone.
- J. Alternative public benefits as a basis for increasing the FAR under the proposed Overlay Zone, such as infrastructure and municipal services.

## **VI. Significant Adverse Impacts that Cannot be Avoided**

- A. Long-Term
- B. Short-Term

## **VII. Growth Inducement**

**VIII. Commitment of Resources; Effects on Energy**

**IX. Sources and Bibliography**

**X. Technical Appendix**

A. SEQRA Documentation

B. Correspondence

C. Engineering and Environmental Reports

**Final DEIS Scoping Outline**  
United Hospital Redevelopment  
~~July-August 18~~, 2014

This document identifies the issues to be addressed in a Draft Environmental Impact Statement ("DEIS") for the proposed Port Chester Gateway Mixed Use Development. Accordingly, this Scoping Document addresses the items identified in paragraphs (f)(1) through (7) of Section 617.8 of the State Environmental Quality Review Act ("SEQRA") Regulations.

**DESCRIPTION OF THE PROPOSED ACTION:**

The Proposed Action is a Zoning Text Amendment/Map Change to accommodate the redevelopment of the former United Hospital site (the "Site") in the Village of Port Chester, NY replacing a complex of approximately 600,000± square feet of abandoned hospital and ancillary buildings with a new mixed use Project, including a combination of multi-family residential, age restricted residential, hotel, retail and office uses, as well as onsite parking facilities and open space. The Site's location, near the intersection of the 1-287 and 1-95 corridors, with frontage on Boston Post Road (US Route 1) is proximate to mass transportation and well-positioned to serve as a gateway to the Village of Port Chester. The Proposed Action includes the proposed Southern Gateway Mixed Use Overlay Zone (the "proposed Overlay Zone"); references to the "Project" are solely to the proposed redevelopment of the Site.

The Site consists of three tax parcels totaling approximately 15.4 acres, identified on the Village Tax Maps as Section 141.52, Block 1, Lots 2, 2.4 and 2.1, with street addresses of 406 Boston Post Road and 999 High Street, respectively. The existing Site currently consists of multiple abandoned buildings and one partially occupied apartment building with related parking areas connected by an interior roadway system, totaling approximately ten acres of impervious surface area. The hospital has been inoperative since 2005. The current zoning is PMU Planned Mixed Use ("PMU").

The Project includes a combination of mixed-use buildings throughout the Site that encompass multi-family residential, age-restricted residential, hotel, office and street-level retail uses. The Project will provide parking via a combination of structured facilities located under the buildings as well as at-grade surface parking areas. This mixed use Project will be anchored by significant public spaces and will provide pedestrian access throughout the site and from Boston Post Road to Abendroth Park.

The proposed Overlay Zone is comprised of approximately 79 acres, including the Project Site, the Kohl's Shopping Center site, the Home Depot site, and other nearby areas. Except for the Project Site, all other sites are currently zoned CD Design Shopping Center and only permit commercial uses.

## **GENERAL GUIDELINES:**

The analyses of the Project shall be performed for the expected first year of full occupancy and operation and, if necessary, for an earlier time frame if significant adverse impacts would be expected to occur at such earlier time.

The DEIS shall cover all items in this Scoping Document. Each impact area shall be analyzed in a separate subsection that includes a discussion of existing conditions, future conditions without the Proposed Action, future conditions with the Proposed Action, and mitigation measures designed to minimize any identified and potential adverse environmental impacts. There shall be a separate chapter to analyze alternatives that would achieve the basic objectives of the Proposed Action, as well as the No Action Alternative.

Narrative discussions should be accompanied by appropriate tables, charts, graphs, and figures whenever possible. If a particular subject can be most effectively described in graphic format, the narrative discussion should merely summarize and highlight the information presented graphically. All plans and maps showing the Site should include adjacent properties (if appropriate), neighboring uses and structures, roads, and water bodies, as appropriate.

Information should be presented in a manner which can be readily understood by the public. Efforts should be made to avoid the use of technical jargon. Discussions of mitigation measures should include an explanation of how those measures would be implemented, any potential environmental impacts of such implementation, the costs and the time frame associated with such implementation, and the entity that would be responsible for implementing and paying for the mitigation. The discussion should indicate any proposed improvements that have been incorporated into the Proposed Action. The document and any appendices or technical reports should be written in the third person (i.e., the terms "we" and "our" should not be used). The Applicant's conclusions and opinions, if given, should be identified as those of "the Applicant." All methods used by the Applicant to arrive at conclusions should be stated. Any assumptions incorporated into assessments of impact should be clearly identified.

## **ENVIRONMENTAL IMPACT STATEMENT CONTENT**

Introductory Material - Cover Sheet that includes:

- A. Title (i.e., Draft Environmental Impact Statement)
- B. Identification of the Proposed Action, including name and location
- C. Identification of the Village Board of Trustees of the Village of Port Chester as the Lead Agency for the Proposed Action
- D. The following contact information:
- E. Janusz Richards  
Village Clerk  
222 Grace Church St.  
Port Chester, NY 10573  
[Jrichards@portchesterny.com](mailto:Jrichards@portchesterny.com)
- F. (914) 939-2200
- G. Date submitted and any revision dates

- H. Date of acceptance of the DEIS
- I. Deadline by which comments on the DEIS are due
- J. Name and address of Sponsor of Proposed Action, and the name, address and email address for a contact person representing the Sponsor
- K. The name and address of the primary preparer(s) of the DEIS and a list of consultants involved with the Project for the Applicant
- L. List of Consultant involved with the Proposed Action for the Village
- M. Table of Contents
- N. List of Exhibits
- O. List of Tables
- P. List of Appendices

**I. Executive Summary**

The summary should provide the reader with a clear and cogent understanding of the information found elsewhere in the main body of the DEIS and should be organized as follows:

- A. Brief but complete description of the Proposed Action, including Site history and background leading to the proposed development and anticipated build year.
- B. Potentially Significant Adverse Impacts identified in the Positive Declaration.
- C. Reasons for Modifying Project/Proposed Action.
- D. Listing of required approvals and permits.
- E. List of Involved and Interested Agencies (including neighboring municipalities).
- F. Brief Description of Anticipated Impacts and Proposed Mitigation Measures.
- G. Brief Description of Alternatives to the Proposed Action.
- H. Table comparing impacts of the Proposed Action with the various alternatives.

**II. Description of Proposed Action**

- A. Project Location (including appropriate descriptive graphics).
- B. Project Sponsor (including experience and objectives).
- C. Description of Site's existing character.
- D. Inventory of existing structures on the Site, including identification of buildings to be removed and their current physical condition.
- E. Description of Site and surrounding land uses in narrative and graphic form, including a summary description of former hospital operations and use and a description of the operations of 999 High Street, including the legal status of the building, its general history, the number of units occupied at the time of filing of the petition for rezoning and at the time of the DEIS, and the number of occupants associated with those numbers of units.
- F. Project description, including building locations, square footages, arrangements, dimensions, height, general character, architecture, number and type of dwelling units, number of hotel units, compliance with affordable housing requirements, commercial/retail areas, common areas, recreational spaces and amenities (including public access and ownership and maintenance, if

applicable), access, off-street parking and traffic circulation, Site infrastructure, internal traffic circulation, internal pedestrian circulation, streetscape enhancements and associated Site improvements, lighting, description of views from and to Site, connection to surrounding neighborhoods and relationship to public transit, including Metro North train stations.

- G. General description of utilities and stormwater management.
- H. Description of the proposed Overlay Zone and alternative PMU zoning amendment. The proposed Overlay Zone is approximately 79 acres and encompasses the existing PMU District, the Kohl's Shopping Center, the Home Depot site, and adjacent areas. Except for the Project Site, all other sites are currently zoned CD Design Shopping Center and only permit commercial uses. The proposed zoning amendments should be included in an appendix to the DEIS.
- I. Construction scheduling, including any phasing and description of Project construction, including site preparation (demolition, erosion and sedimentation controls and earthwork).
- J. Purpose, need and benefits of the Proposed Action, which should include an assessment of the need/demand for the Proposed Action and its elements.

### **III. Required Permits and Approvals, Involved and Interested Agencies**

- A. Listing of all Village, County, State and federal permits and approvals that may be required to implement the Proposed Action.
- B. Listing of all Involved Agencies.
- C. Listing of all Interested Agencies (including neighboring municipalities).

### **IV. Existing Environmental Conditions, Anticipated Impacts and Proposed Mitigation**

For the specific issues identified in this Scope, the DEIS should provide a topic-by-topic analysis of existing environmental conditions, future conditions without the Proposed Action, potential impacts of the Proposed Action, and potential measures to mitigate adverse environmental impacts. The analyses in each subject area shall include, as appropriate, and warranted, a reasonably anticipated maximum build-out of each type of use that would be allowed by the proposed zoning amendments/proposed Overlay Zone; this assessment may be more generic for the area beyond the Site encompassed by the proposed Overlay Zone, except the DEIS shall contain quantitative traffic, fiscal and school children analyses of such uses (as applicable), as well as a quantitative assessment of pedestrian impacts if warranted. The references in this Scoping Outline to development projected to arise from the proposed Overlay Zone incorporate this requirement. Where applicable, a description of the conditions associated with the former United Hospital should also be included; these are for comparative purposes only. The time frame for the discussion of Project impacts shall be the build year; the time frame for a discussion of impacts of the proposed Overlay Zone shall be ten years.

Where relevant, cumulative impacts should be discussed, including both on-Site and off-Site impacts, including those from the proposed Overlay Zone. The identification of potential mitigation measures in this Scope is illustrative only and not intended to be all-inclusive or specifically required. Where mitigation is identified, the DEIS should discuss any adverse impacts associated with and approvals required for any such measures and identify the entity responsible for implementing any such improvements and the funding therefor.

## **A. Land Use and Zoning**

### **1. Existing Conditions**

- a. Include maps and narrative describing generalized land use patterns and neighborhood character in the Village of Port Chester, City of Rye and Village of Rye Brook and more specifically for a primary land use study area (the area within a quarter-mile of the Project Site). Include a map of the proposed Overlay Zone superimposed with the current zoning.
- b. Generally describe the existing zoning districts within a quarter-mile of the Project site as well as the areas encompassed by the proposed Overlay Zone.
- c. Identify any existing use of the Site by the Sponsor and/or neighboring properties and/or residents, including the area of the proposed Overlay Zone (e.g., for parking).
- d. Describe development trends, proposals and approval activity in the area (including the area of the proposed Overlay Zone).
- e. Discuss consistency with Land Use Plans and Policies, including:
  - i. Village of Port Chester existing Comprehensive Plan;
  - ii. Port Chester Strategic Plan;
  - iii. Patterns for Westchester;
  - iv. Westchester 2025; and
  - v. Third Regional Plan for New York-New Jersey-Connecticut Metropolitan Area.

### **2. Anticipated Impacts**

- a. Identify the relationship of the proposed development to overall land use patterns within the study area and to adjacent properties, including impacts on neighborhood character (e.g., from visual perspective, traffic), and discuss the proposed Project's compliance or noncompliance with local land use regulations and its relationship to local, County and regional plans. Include impacts on neighborhood character from any "cut-through" traffic (See "E. Traffic and Transportation" section below).
- b. Discuss development projected to arise from the adoption of the

proposed Overlay Zone. Any anticipated redevelopment of sites in the proposed Overlay Zone, including the Kohl's Shopping Center, or any current vacant portions thereof, shall be prepared based on conceptual level planning for redevelopment.

- c. Discuss the consistency of the proposed Overlay Zone with the plans identified in Paragraph 1(A)(1)(e) above.
- d. Describe how the proposed Overlay Zone and alternative PMU zoning amendment integrates with the existing Village zoning regulations and the Project's compliance with existing zoning and the Village's PMU SEQRA Findings Statement.
- e. Address elimination of any use of the Site by neighboring properties and/or residents (e.g., parking).
- f. Address potential for commercial and/or retail components of the proposed Project to affect key/anchor retail stores in the vicinity of the Site (in the Villages of Port Chester and Rye Brook and the City of Rye) that would cause a change in community character.
- g. Evaluate proposed site plan and/or special permit application for the redevelopment of the Site as part of the rezoning application SEQRA review.

3. Proposed Mitigation Measures (as applicable)

**B. Visual Resources**

1. Existing Conditions

- a. Document the visual character of the Site and the immediate surrounding area through photographs, cross sections and narrative. Include views from public locations, sensitive sites (e.g., schools) and from representative residential areas (including those identified below). Include any proposed development in the proposed Overlay Zone.

2. Anticipated Impacts

- a. Identify views to and from the proposed development from surrounding roads and properties, including Abendroth Park and the residential areas identified below, approaching the site from both Rye and Port Chester on Boston Post Road, from the Kohl's Shopping Center, from the west along High Street and from 1-287. Specific views to the proposed development to be considered should include the following locations:
  - i. Abendroth Park (at locations with the greatest and least elevations);
  - ii. Views from along Grandview Avenue, Grant Street, Terrace Avenue and South Regent Street as part of the residential neighborhood to the north of the Site;
  - iii. US Route 1 and Olivia Street looking southwest towards Site;
  - iv. Kohl's Shopping Center;
  - v. US Route 1 in the City of Rye looking towards the site on the south side of US Route 1 in the vicinity of the Rye Country Day School field entrance;

- vi. Grandview Street and High Street.
  - vii. Views from along Grandview Avenue, Hillside Road, Cope Circle, Julian Street, Evergreen Avenue and Ridge Street as part of the residential area to the southwest of the Site.
- b. Describe impacts on the overall aesthetic quality and character of the surrounding area.
  - c. Describe the relationship of the proposed Site development to the surrounding community, including the Project height, general character, bulk and scale in relation to the surrounding area.
  - d. Utilize photographs, cross sections and elevations of the proposed development and/or photo simulations will be utilized as appropriate to describe any resulting visual impact (i.e., before and after conditions), including a comparison of views of the existing buildings to views of the proposed Project and images of typical proposed Project buildings. This assessment should include consideration of rooftop facilities, such as wireless antennae, generators, electrical equipment, etc.
  - e. Describe generally impacts on visual quality/aesthetics of development projected to arise from the adoption of the proposed Overlay Zone.
3. Proposed Mitigation Measures (as applicable)

### C. Stormwater Management

- 1. Existing Conditions
  - a. Including a description of local drainage patterns and their relationship to the Site. Include runoff going to the Boston Post Road system and beyond as well as the Blind Brook Watershed Boston Post Road and the Blind Brook watershed and Midland Avenue. Stormwater flow peak rates of runoff would be provided for 1-, 2-, 10-, 25-, 50- and 100-year storm events as required by Village and NYSDEC Phase II regulations.
  - b. Include a general description of any anticipated increase in impervious surfaces associated with development projected to arise from the adoption of the proposed Overlay Zone.
- 2. Anticipated Impacts
  - a. Describe proposed drainage and stormwater management facilities.
  - b. Discuss compliance with Village of Port Chester MS4 stormwater requirements.
  - c. Compare projected impervious surface coverage with existing coverage conditions and any anticipated changes in runoff conditions, including any impacts on downstream drainage (including the areas noted above). Include a general description of such impacts on the areas identified above from development projected to arise from the adoption of the proposed Overlay Zone.
- 3. Proposed Mitigation Measures (as applicable)
  - a. Describe proposed stormwater management system and implementation of Best Management Practices based on NYSDEC Phase H regulation, including methods to maintain and enhance water quality standards and

peak runoff rates.

## **D. Utilities**

### 1. Water Supply

#### a. Existing Conditions

- i. Include a description of existing water lines within study area and water system usage and capacities.
- ii. Include usage under previous hospital use.
- iii. Include flow tests.
- iv. Include a general description of water usage in the proposed Overlay Zone.

#### b. Anticipated Impacts

- i. Describe proposed water mains, including pipe-sizing, location, and routing.
- ii. Identify proposed connection points to the existing systems.
- iii. Identify potential impacts of construction on infrastructure, including during peak usage periods.
- iv. Compare projected water use with previous hospital use to demand during anticipated peak usage periods.
- v. Discuss generally projected increases in water usage associated with development projected to arise from the adoption of the proposed Overlay Zone.
- vi. Discuss sufficiency of water resources for domestic and commercial use, as well as fire-fighting purposes.

#### c. Proposed Mitigation Measures (as applicable)

- i. Use of water saving devices and other water conservation techniques.
- ii. Evaluate storage and system looping.

### 2. Sanitary Sewage

#### a. Existing Conditions

- i. Include a description of existing sanitary sewer lines servicing the Site, including capacity and pipe location; include flow from the Site north to the intersection of Boston Post Road and PurdyOlivia Street.
- ii. Include estimated sewage flows under previous hospital use for comparative purposes.
- iii. Include estimated sewage flows from areas within the proposed Overlay Zone, including flows from development projected to arise from the adoption of the proposed Overlay Zone.
- iv. Discussion of capacities of Port Chester Sewage Treatment Plant.

#### b. Anticipated Impacts

- i. Analysis of proposed development's sewage generation and compare with sewage generated by previous hospital use.
- ii. Description of proposed sewage system.
- iii. Identify proposed connection points to existing systems.
- iv. Discuss sufficiency of treatment capacity.

- v. Discuss any effects on sanitary sewer line capacity from the Proposed Action (including a general description of impacts from development projected to arise from the adoption of the proposed Overlay Zone), with extent of analysis analysis extent covering Slater Street and the Metro North bridge area.
- c. Proposed Mitigation Measures (as applicable)
  - i. Provide details of improvements and projections for proposed future demand in the area in addition to the Project.
  - ii. Consider measures that would offset increases in sewage flow, such as reductions in inflow/infiltration (“I&I”), including the means of achieving such reductions through implementation of Westchester County Department of Environmental Facilities’s best practices.
- 3. Gas, Electrical, Cable, Telephone & Telecom
  - a. Existing Conditions
  - b. Anticipated Impacts
  - c. Proposed Mitigation Measures (as applicable)

**E. Traffic and Transportation**

- 1. Existing Conditions
  - a. Inventory existing road conditions in the site vicinity, including access, street and lane width, number of lanes, posted speed limits, types of roadways, curb cuts, parking and traffic controls.
  - b. Describe the study area.
  - c. Determine existing traffic volumes in the weekday AM peak period (7:00 a.m to 9:30 a.m.), evening peak period (4:00 p.m. to 6:30 p.m.) and Saturday peak period (11:00 a.m. to 1:30 p.m) by conducting manual traffic movement surveys at all locations in which recent, representative traffic data is not available and determine existing levels of service for each of the study intersections following procedures from the 2010 Highway Capacity Manual (latest edition of SYNCHRO computer program required). Counts should be taken during the school year when schools are in session. The study intersections are as follows:
    - i. Site Access and High Street;
    - ii. US Route 1 (Boston Post Road) and Slater Street;
    - iii. US Route 1 (Boston Post Road) and Pearl Street;
    - iv. US Route 1 (Boston Post Road) and South Regent Street;
    - v. US Route 1 (Boston Post Road) and Kohl's Shopping Center Driveway/Proposed Site Driveway;
    - vi. US Route 1 (Boston Post Road) and High Street;
    - vii. US Route I (Boston Post Road) and 1287 Westbound On-ramp/I-95 Northbound Off-ramp;
    - viii. US Route 1 (Boston Post Road) and 1-287 Eastbound Off-ramp/I-95 Southbound On-ramp;
    - ix. US Route 1 (Boston Post Road) and Hillside Road;
    - x. Ridge Street and High Street;

- xi. High Street and Grandview Avenue;
  - xii. High Street and Evergreen Avenue;
  - xiii. U.S. Route I (Boston Post Road) and Cedar Street;
  - xiv. U.S. Route I (Boston Post Road) and Peck Avenue;
  - xv. Peck Avenue and Midland Avenue;
  - xvi. Hillside Avenue and Purchase Street;
  - xvii. Hillside Avenue and Grandview Avenue;
  - xviii. US Route 1 (Boston Post Road) and Grace Church/South Main Street; and
  - xix. US Route 1 (Boston Post Road) with Olivia Street.
- d. Based on the foregoing traffic counts and other pertinent information, explain the basis for the selection of peak hours (as opposed to peak periods); also include an explanation of the need, if any, for adding a Sunday peak hour analysis and/or a weekday mid-day analysis.
  - e. Describe generally residential streets with the likelihood of being used as “cut-through” traffic (see Impacts section)
  - f. Describe existing off-street and on-street parking resources.
  - g. Compare traffic generated by the proposed Project to traffic generated by previous hospital use. Describe existing public and private transit options in the site vicinity (including Bee-Line Buses and Metro North).
  - h. Three (3) years of accident data are to be obtained from NYSDOT and Port Chester Police Department for the study area. An accident analysis is to be performed and the Critical Rate Method to be used as appropriate for the analysis..
  - i. Document school bus traffic.
  - j. Document truck traffic, particularly 1-95 by-pass traffic.
  - k. Document pedestrian patterns by collecting manual pedestrian volume data either concurrent with the manual turning movement count data, or at times that are representative of conditions when the collection of manual turning movement count data was undertaken, at the following intersections (spot checks should be conducted to assure the pedestrian counts are representative):
    - i. US Route 1 (Boston Post Road) and South Regent Street;
    - ii. US Route 1 (Boston Post Road) and Kohl's Shopping Center Driveway/Proposed Site Driveway;
    - iii. US Route 1 (Boston Post Road) and High Street;
    - ~~iii-iv. US Route 1 (Boston Post Road) and Pearl Street.-~~
  - l. Asses the pedestrian use of crosswalks between the Site and Kohl's Shopping Center.
  - m. Analyze the weaving traffic conditions on US Route 1 (Boston Post Road) between I-287 Westbound On-ramp/I-95 Northbound Off-ramp and High Street.
  - n. Based on SYNCHRO, document any queue spillback for eastbound US Route 1 (Boston Post Road) from its intersection with High Street; in addition, vehicle queuing should be analyzed and reported for all intersections wherein Levels-of-Service “D” or lower are documented based on the counts to be taken pursuant E.1.c above.
  - o. Automatic Traffic Recorders (ATRs) are to be installed on US Route 1 (Boston Post Road) in each direction for a one-week period (as approved by the New

York State Department of Transportation) to record 24-hour volumes and vehicle speeds between High Street and the Kohl's Shopping Center/Proposed driveway, between Olivia Street and South Regent Street and in the vicinity of Hillside Avenue.

2. No-Build Analysis
  - a. Compare, balance and increase traffic counts to reflect normal growth in the Project study area, and any proposed/approved material developments, including the re-occupancy of unoccupied portions of the Kohl's Shopping Center Site in the vicinity of the Project that would generate traffic at the intersections identified in E.1.c above, to constitute the No-Build traffic volume.
  - b. Include future truck traffic as applicable.
3. Anticipated Impacts
  - a. Estimate traffic generation from the Project as well as proposed parking demand. The combination of new traffic coupled with the No-Build traffic will result in the design year-build traffic volumes.
  - b. Provide distribution of Project-generated traffic and explanation therefor.
  - c. Perform detailed capacity analysis to establish levels of service under Existing, No-Build and Build conditions for the AM, PM and Saturday peak hour periods (and a Sunday peak hour analysis if needed) at each study intersection, using the same Highway Capacity Manual methodology.
  - d. Assess likelihood of "cut-through" traffic in residential areas, and impacts thereof.
  - e. Assess effect of additional curb cuts.
  - f. Conduct a parking demand analysis.
  - g. Assess adequacy of future sight distance conditions at proposed Site driveways and discuss type of traffic controls to be employed at each driveway location.
  - h. Analyze anticipated truck activity, including loading and staging activities. The analysis shall include satisfying geometric issues for truck ingress and egress.
  - i. Discuss pedestrian conditions, including a quantitative assessment as warranted.
  - j. Discuss pedestrian impacts at the Port Chester and Rye train stations.
  - k. Conduct a traffic analysis for development projected to arise from the adoption of the proposed Overlay Zone. Capacity analyses are to be conducted for the weekday AM and PM peak periods as well as the Saturday midday peak period. The need for an analysis of operating conditions on a Sunday and/or weekday midday should be considered, as should the need for the inclusion of addition intersections for traffic and/or pedestrian analyses, potential "cut-through" streets, and other impacts; the ATR data should be used in these assessments.
  - l. Generally assess possible traffic and circulation patterns in the proposed Overlay Zone under the consideration of providing an additional entrance/exit off of US Route 1 (Boston Post Road) near the existing Sound Shore Tennis building.
  - m. Generally discuss the impacts related to the inclusion of a bus rapid transit station associated with the Tappan Zee/I-287 Corridor Project for the proposed Overlay Zone.

4. Proposed Mitigation Measures (as applicable)
  - a. Recommend traffic improvements if mitigation is required. These would include but not be limited to standard engineering measures, such as signalization changes, striping, etc.
  - b. Describe any proposed changes to Post Road/Site Access/Kohl's Shopping Center intersection.
  - c. Consider improvements to crosswalks from the Site across Boston Post Road to Kohl's Shopping Center
  - d. Consider a shuttle bus services to the two nearby Metro North train stations, Port Chester and Rye.
  - e. Consider shared parking (on-Site) to reduce parking demand.
  - f. Consider use of smaller parking spaces.
  - g. Consider use of car-sharing services for residents.
  - h. Consider need for traffic control measures.

**F. Socio-Economic, Community Facilities and Services**

1. Demographics
  - a. Existing and No-Build Conditions
    - i. Discuss existing Village population and housing trends and other demographic characteristics (including as relevant neighboring areas), including income and ethnicity. Supplement 2010 US Census data with additional source materials where available.
  - b. Anticipated Impacts
    - i. Describe projected population at the proposed Project, including potential number of schoolchildren, public and private.
    - ii. Describe generally the impacts of analysis for development projected to arise from the adoption of the proposed Overlay Zone.
  - c. Proposed Mitigation Measures (as applicable)
2. Schools – *All pertinent school enrollment data and anticipated impacts must be analyzed in conjunction with the Village's school mitigation study.*
  - a. Existing and No-Build Conditions
    - i. Provide overall description of schools and enrollment in the Port Chester School District and expected increase or decrease in enrollment (including State-mandated pre-kindergarten). Include, to the extent reasonably available, information from comparable developments in Port Chester and breakdown between students attending public versus private schools.
  - b. Anticipated impacts
    - i. Analyze anticipated impacts related to projected increase in enrollment utilizing standard and accepted schoolchildren generation formulas, as well as actual data from comparable projects in the region.
    - ii. Consider applicability of different schoolchildren generation rates for different types of housing and housing tenure
      - a. Analyze school children projected from residential development projected to arise from the adoption of the proposed Overlay Zone under the same criteria.
    - iii. Include any costs to the School district of busing students to private schools

- up to 15 miles distant, per State Education Law and unfounded mandates, such as special education services.
    - iv. Consider the potential for shifts in schools or redistricting
  - c. Proposed Mitigation Measures (as applicable)
- 3. Police, Fire, Ambulance and Other Emergency Services
  - a. Existing and No-Build Conditions
    - i. Describe police department location, staffing and operations.
    - ii. Describe fire department location, staffing and operations.
    - iii. Describe ambulance service location, staffing and operations.
    - iv. Describe hospitals and similar health service facilities, locations, staffing and operations.
    - v. Describe other emergency services.
    - vi. Describe relevant mutual aid agreements.
  - b. Anticipated Impacts
    - i. Describe impact on calls to service and ability of each provider to handle. Include consideration of adequacy of Fire Department equipment to address fires in buildings on the proposed Project Site.
    - ii. Demonstrate adequate water supply/pressure for fire protection purposes.
    - iii. Describe any impacts on mutual aid agreements
  - c. Proposed Mitigation Measures (as applicable)
- 4. Solid Waste
  - a. Existing and No-Build Conditions
    - i. Describe current garbage collection and recycling disposal services.
  - b. Anticipated Impacts
    - i. Explain responsibilities for garbage collection and recycling following redevelopment, including recycling on-site to comport with the expanded Westchester County recycling program.
  - c. Proposed Mitigation Measures (as applicable)
- 5. Energy
  - a. Existing and No-Build Conditions
    - i. Describe of energy use of existing site.
  - b. Anticipated Impacts
    - i. Project energy demand for proposed action.
    - ii. Analyze direct and indirect greenhouse gas emissions from both stationary and mobile sources.
    - iii. Assess potential for green building/sustainability measures, such as bicycle access, green or reflective roofs, reuse of stormwater, and composting as well as those related to construction activities.
  - c. Proposed Mitigation Measures (as applicable).
- 6. Fiscal Impacts
  - a. Existing and No-Build Conditions

- i. Describe existing tax generation from the site for all affected tax districts.
- b. Anticipated Impacts
  - i. Provide anticipated tax generation by the Project for all affected taxing districts during construction and upon Project completion, such as sales tax.
  - ii. Discuss effects of any Payment in Lieu of Taxes (PILOT) program associated with the proposed Project.
  - iii. Discuss ramifications of conversion of rental units to ownership units.
  - iv. Describe potential impacts of the proposed Project on the nearby commercial/retail areas, stores and businesses, as well as the local economy.
  - v. Provide anticipated tax generation associated with development projected to arise from the adoption of the proposed Overlay Zone.
  - vi. Analyze fiscal impacts associated with the Overlay Zone's proposed additional bonus FAR to be granted in exchange for funding towards specific public benefits for the consistent with the Village's adopted 2014-2016 Strategic Plan: municipal service facility or public school facility; waterfront and marina redevelopment; Fox Island peninsula redevelopment; or publically dedicated towards open/green space for community and/or youth programming.
- c. Proposed Mitigation Measures (as applicable)

7. Employment

- a. Existing and No-Build Conditions
  - i. Describe existing business activity and employment.
- b. Anticipated Impacts
  - i. Describe Project generated employment by all proposed uses: retail, residential, hotel, commercial, office, etc.
  - ii. Estimate construction period employment and employment upon Project completion.
  - iii. Discuss generally the impacts of the proposed Overlay Zone.
- c. Proposed Mitigation Measures (as applicable)

8. Workforce (Affordable) Housing

- a. Existing and No-Build Conditions
  - i. Describe workforce housing issues in central Westchester County and the Village of Port Chester. Identify applicability of County and/or Village provisions and/or policies with respect to workforce housing.
  - ii. Describe historical Village-wide efforts to provide workforce housing, including participation in HUD, Mitchell-Lama and Westchester County Urban County Consortium programs.
  - iii. Describe the status of workforce housing at 999 High Street, including the number of units now and at the time the zoning petition was filed in 2013, as well as the number of occupants associated with those units.
  - iv. Compare the anticipated rents for the Project's market rate housing with the rent for workforce housing (to the extent such information is reasonably available).

- b. Anticipated Impacts
    - i. Describe the relationship of Project with applicable Village and/or County workforce housing policies and/or provisions.
  - c. Proposed Mitigation Measures (as applicable)
    - i. Consider inclusion of affordable units in the proposed Project or units outside of the Project
    - ii. Consider provision of replacement housing and/or relocation plan.
9. Recreation
- a. Existing and No-Build Conditions
    - i. Describe recreational opportunities in the Project area.
  - b. Anticipated Impacts
    - i. Discuss impacts from both residential and commercial site uses, including any impacts from Project operations on the adjacent playground area.
    - ii. Discuss generally impacts from development projected to arise from the adoption of the proposed Overlay Zone.
  - c. Proposed Mitigation Measures (as applicable)
10. Libraries
- a. Existing and No-Build Conditions
    - i. Provide overall description of libraries and usage and expected increase or decrease in usage.
  - b. Anticipated impacts
    - i. Analyze anticipated impacts related to any projected increase in usage.
  - c. Proposed Mitigation Measures (as applicable)
    - i. Consider on-site facilities.

## **G. Natural Resources**

- 1. Existing and No-Build Conditions
  - a. Describe topography, soil conditions, surficial geology and ecological communities or significant habitat areas, if any.
  - b. Conduct Phase 1 Environmental Assessment.
- 2. Anticipated Impacts
  - a. Identify and quantify soil and vegetation disturbance and slope impacts.
  - b. Identify amount of impervious surface creation.
  - c. Describe require earthwork.
  - d. Describe construction methods.
  - e. Describe any hazardous materials issues.
- 3. Proposed Mitigation Measures (as applicable)
  - a. Describe proposed soil erosion and sediment control plan.
  - b. Describe landscaping plan.

## **H. Historic Resources**

- 1. Existing Conditions
  - a. Conduct and describe results of Stage 1A literature review and archaeology sensitivity assessment. Include any sites in the area that are listed or eligible for listing on the State or National Register of historic Places.
  - b. Describe the status of the “mile marker” in front of the former United Hospital.

2. Anticipated Impacts
  - a. Discuss potential impacts on historic or archaeological resources (including the “mile marker”).
3. Proposed Mitigation Measures (as applicable)

#### **I. Air Resources**

1. Existing and No-Build Conditions
  - a. Assess air quality using the latest ambient air quality monitoring data available from the New York State Department of Environmental Conservation-operated monitors closest to the Site and provide a comparison to the applicable National Ambient Air Quality Standards.
2. Anticipated impacts
  - a. Assess short-term impacts during construction, long-term parking, vehicle traffic, Project stationary sources, etc., by conducting an air quality analysis for the traffic conditions as required under the criteria set forth in the New York State Department of Transportation Environmental Procedures Manual, Chapter 1.1, Air Quality (January 2001, as updated).
  - b. Discuss generally impacts from development projected to arise from the adoption of the proposed Overlay Zone.
3. Proposed Mitigation Measures (as applicable)

#### **J. Noise**

1. Existing and No-Build Conditions
  - a. Measure existing ambient noise levels at key receptors in the vicinity of the Site, including the closest residential areas outside the Site. The receptors at which ambient levels will be monitored are:
    - i. Inwood Avenue;
    - ii. Touraine Avenue (West);
    - iii. Touraine Avenue (East);
    - iv. Abendroth Park (two views);
    - v. South Regent Street;
    - vi. Port Chester Nursing Home and Rehabilitation Centre; and
    - vii. Cope Circle.
  - b. Identify local noise code.
2. Anticipated Impacts
  - a. Describe short-term impacts during construction, long-term impacts from site use, HVAC equipment, etc.
  - b. Compare Project- and construction-generated noise levels to local noise code.
  - c. Based on the anticipated traffic to be generated by the Project, perform a screening analysis of the receptor locations and at the intersections studied in the traffic analysis closest to such receptors to determine if additional detailed noise studies are warranted. The analysis will include an evaluation increases in noise due to increases in traffic from No-Build to Build conditions. The potential for noise impacts will be assessed utilizing the NYSDEC "DEC Policy DEP-001: Assessing and Mitigating Noise Impacts." If impacts are considered to be potentially significant, a more detailed assessment shall be conducted.
  - d. Discuss generally impacts from development projected to arise from the adoption of

- the proposed Overlay Zone.
3. Proposed Mitigation Measures (as applicable)

#### **K. Building Demolition and Construction**

1. Anticipated Impacts
  - a. Provide construction phasing plan
  - b. Describe building demolition and site clearance activities.
  - c. Describe construction activities including the need, if any, for blasting.
  - d. Identify short-term impacts related to issues such as parking (including construction-related parking and the temporary displacement of on-Site parking), vehicular and truck traffic, air quality, noise, vermin on-site and migration off-site during construction, etc.
  - e. Discuss any impacts to Abendroth Park and other sensitive receptors.
  - f. Describe site security measures.
  - g. Identify any impacts from blasting.
2. Proposed Mitigation (as applicable)
  - a. Describe construction management plans and best management practices to be employed.
  - b. Describe mitigation measures to be employed during demolition, including site clearance protocol.
  - c. Describe measures to minimize construction-related impacts to air quality, such as fugitive dust control, controls on diesel emissions, prohibition of idling trucks.
  - d. Describe measures to reduce noise during construction.
  - e. Provide blasting plan.

#### **V. Alternatives - *If an alternative is considered by the Applicant to be unreasonable and/or infeasible, the rationale for such position must be provided.***

- A. No Action Alternative.
- B. Redevelopment under existing zoning.
- C. Redevelopment of the Site as hospital use.
- D. Alternative redevelopment proposals, including different mix of uses (i.e., Conference Center; full service hotel; owner-occupied market rate housing).
- E. Alternative site plan proposals, including different building footprints.
- F. Alternative site access proposals.
- G. Reduced parking alternative.
- H. Redevelopment of United Hospital site with and without renovations or changes to 999 High Street parcel as part of the proposal.
- I. Alternative commercial/residential development ratios for the proposed Overlay Zone.
- J. Alternative public benefits as a basis for increasing the FAR under the proposed Overlay Zone, such as infrastructure and municipal services.
- ~~K. An alternative encompassing Bus Rapid Transit station associated with the Tappan Zee/I-287 Corridor Project for the proposed Overlay Zone.~~

#### **VI. Significant Adverse Impacts that Cannot be Avoided**

- A. Long-Term
- B. Short-Term

**VII. Growth Inducement**

**VIII. Commitment of Resources; Effects on Energy**

**IX. Sources and Bibliography**

**X. Technical Appendix**

- A. SEQRA Documentation
- B. Correspondence
- C. Engineering and Environmental Reports



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Department of Public Works

**BOT Meeting Date:** 8/18/2014

**Item Type:** Resolution

**Sponsor's Name:** Rocky Morabito, DPW

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
	Yes	No	N/A		
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

**Agenda Heading Title**  
*(Will appear on the Agenda as indicated below)*

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH  
 VILLAGE OF RYE BROOK FOR THE MUTUAL SHARING OF EQUIPMENT

**Summary**

**Background:**

From time to time, the villages of Port Chester and Rye Brook have shared equipment on “as needed/as available” basis. The proposed agreement would formalize this practice and allow for the villages to do so without the need for Board action each time equipment is shared. It is expected that such sharing of equipment will result in greater efficiencies and cost-savings.

**Proposed Action**

That the Board of Trustees adopt the Resolution

<b>Attachments</b>
<b>Intermunicipal Agreement</b>

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF  
RYE BROOK FOR THE MUTUAL SHARING OF EQUIPMENT

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the following resolution was adopted by the Village of Port Chester, New York:

WHEREAS, the Village of Port Chester and the Village of Rye Brook have had a long-standing relationship of inter-municipal cooperation; and

WHEREAS, it is the desire of the Port Chester and Rye Brook Board of Trustees to expand such relationship by sharing equipment; and

WHEREAS, the sharing would be on an “as needed/available” individualized basis as authorized by the Village Manager for Port Chester and the Village Administrator for Rye Brook; and

WHEREAS, this cooperative agreement is authorized under Article 5-G of the General Municipal Law; and

WHEREAS, it is expected that the sharing of equipment will result in greater efficiencies and cost-savings to Port Chester and Rye Brook. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an Inter-Municipal Agreement (IMA) with the Village of Rye Brook in the form annexed.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

**INTERMUNICIPAL AGREEMENT  
BETWEEN THE VILLAGE OF PORT CHESTER  
AND THE VILLAGE OF RYE BROOK**

This Agreement is made this \_\_\_\_ day of August, 2014 by and between the **VILLAGE OF PORT CHESTER**, a municipal corporation duly organized and existing under the Laws of the State of New York with offices located at 222 Grace Church Street, Port Chester, New York 10573 (hereinafter referred to as “**PORT CHESTER**”) and the **VILLAGE OF RYE BROOK**, a municipal corporation duly organized and existing under the laws of the State of New York, with offices located at 938 Kings Street, Rye Brook, New York 10573 (hereinafter referred to as “**RYE BROOK**”) (collectively, the “**PARTIES**”).

**W I T N E S S E T H :**

**WHEREAS, PORT CHESTER and RYE BROOK** each have particular equipment needs and capabilities; and;

**WHEREAS,** it is the desire of **PORT CHESTER** and **RYE BROOK** to continue to expand their long-standing relationship of inter-municipal cooperation by the sharing of equipment under a Master Equipment Exchange Agreement pursuant to the terms and conditions set forth herein; and

**WHEREAS,** this cooperative agreement is authorized under Article 5-G of the General Municipal Law; and

**WHEREAS**, it is expected that the sharing of equipment will result in greater efficiencies and cost-savings to **PORT CHESTER** and **RYE BROOK**;

**NOW, THEREFORE**, in consideration of promises and covenants contained herein, it is mutually agreed by and between the **PARTIES** as follows:

1. **PORT CHESTER** and **RYE BROOK** may furnish equipment for the use of the other party on an “as needed/as available” basis. .

2. The furnishing, delivery, acceptance and use of equipment shall be based on an individualized determination by the Village Manager for the **VILLAGE OF PORT CHESTER** and the Village Administrator for the **VILLAGE OF RYE BROOK** in a separate writing referencing this Agreement and signed and acknowledged by both officials.

3. **PORT CHESTER** and **RYE BROOK** agree to maintain their currently existing comprehensive general liability policies, property damage policies covering equipment and Workers’ Compensation policies covering their Public Works department employees and any other employees who will be involved in the furnishing or operation of any such equipment.. The borrowing party shall provide the other party with evidence of such insurance coverages by a certificate of insurance subject to their respective approvals. Each party further agrees to name the other as an additional insured under its comprehensive general liability policy, on a primary non-contributory basis, concerning the use of any borrowed equipment.

4. The borrowing party shall have the risk of loss of the equipment from the time it takes possession of it until it returns the equipment to the other party.

5. Upon delivery of the equipment which shall be in good working order, the borrowing party agrees to maintain and repair the equipment, to keep and return the equipment in such condition and to cover any and all maintenance, repairs and operating costs that occur during the time of possession and use of this equipment. In addition, the party borrowing the equipment shall reimburse the party supplying it for the actual personnel costs incurred by the supplying party in the furnishing and use of the equipment.

6. To the fullest extent permitted by law, the borrowing party agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, employees, agents and assigns against any and all claims, demands, damages, losses, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, including but not limited to claims for bodily injuries, personal injuries, death, property damage or claims for payment and the cost of investigation and evaluation incurred by the other party arising from or relating to the borrowing party's possession and use of the equipment covered by this Agreement, except for those claims based on the other party's gross negligence or intentional misconduct.

7. This Agreement shall be effective upon its execution by both parties and shall continue in full force and effect unless and until terminated by either party on notice to the other.

8. The borrowing party will comply with all applicable codes, laws and regulations in its use and operation of this equipment.

9. This Agreement contains a complete Agreement between the parties and may not be modified, except in writing signed by both parties. Upon its effective date, this Agreement supersedes any prior agreements, understandings, written or oral between the parties. It may not be assigned without the prior written consent of the other party.

**IN WITNESS WHEREOF**, the **PARTIES** have caused this Agreement to be executed by their respective, duly authorized officials on the date and year first above-written.

Approved as to Form:

**VILLAGE OF PORT CHESTER**  
**VILLAGE ATTORNEY**

---

Anthony M. Cerreto, Village Attorney

**VILLAGE OF RYE BROOK**

---

Paul S. Rosenberg, Mayor

**VILLAGE OF PORT CHESTER**

---

Christopher D. Steers  
Village Manager



STATE OF NEW YORK            )  
  )SS.:  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me, the undersigned personally appeared Christopher D. Steers, Village Manager (Village of Port Chester), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Building Department**

**Village BOT Meeting Date:** 8/18/2014

**Item Type:** Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source: Capital Project Line Account #: 3120-400-2014			BID # 2014-01		
			<b>Strategic Plan Priority Area</b> Enhance Organization		
Agreement	X		<b>Manager Priorities</b>		
Strategic Plan Related		X	Other		

**Sponsor's Name:** Peter Miley, Building Inspector & Director of Code Enforcement

**Awarding BID # 2014-01 for addition and alterations to police and court offices 350 North Main Street**

Bid Award to Peter Camilli & Sons, Inc. to construct an addition and alterations to the court house connecting same to the parking violations bureau.

**Summary**

**Background:**

To construct an addition and alterations to the court house connecting same to the parking violations bureau in order to allow for the colocation of the Town and Village Court functions. Public, sealed bid award to the contractor (lowest and only) bidder named above to construct addition and provide new plumbing and electrical systems as per BID specs. Bid reduced from \$303,000 to \$185,000.

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

Letter of Agreement, BID sheet(s), Bid Specs and Scope of Services are available online

**AWARDING BID FOR ADDITION AND ALTERATIONS  
TO POLICE AND COURT OFFICES**

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, the Village of Port Chester has advertised for bids for Addition and Alterations to Police and Court Offices (Bid No. 2014-01); and

WHEREAS, the Village received one bid for this work; and

WHEREAS, through post-bid negotiations with the bidder, the Village Manager has reduced the scope of the work with a corresponding reduction in the contract price; and

WHEREAS, the bid otherwise meets all the specifications as set forth in the bid documents. Now therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for Addition and Alterations to Police and Court Offices to Peter A. Camilli & Sons, 210 Maple Avenue, Pleasantville, New York 10570 in the amount of \$185,000, and be it

FURTHER RESOLVED, that the Village Manager is hereby authorized to enter into an agreement with the contractor; and be it

FURTHER RESOLVED, that the funding for said work be appropriated from Police Building Improvement 13/14 Capital Project 5.3120.400.2013.126

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

# PETER A. CAMILLI & SONS, INC.

CONTRACTORS - BUILDERS



(914) 769-1164  
(914) 769-1170  
Fax: (914) 741-6082

210 Marble Avenue, Pleasantville, New York 10570

Established 1919

August 8, 2016

Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

Re: Police and Court Clerk Addition/Alteration  
350 North Main Street  
Village of Port Chester

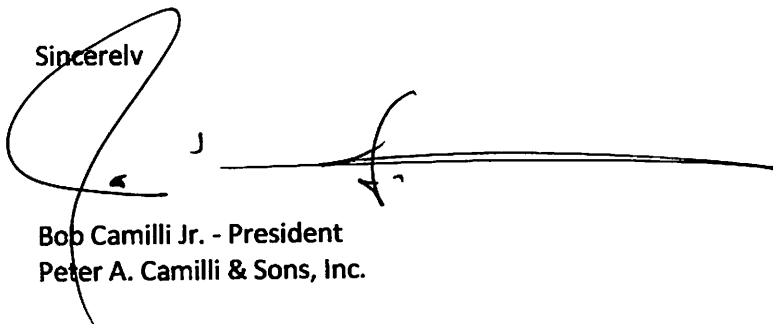
Gentlemen:

This is to confirm that Peter Camilli & Sons, Inc. will perform the work under the above-referenced project "Addition and Alterations to Police and Court Offices" (2014-01) which will include the new addition in its entirety connecting the courthouse to the Parking Violations Bureau. This proposal also includes the Plumbing and Electrical work within the area of the alterations with a reduced contract price of \$185,000.

We agree that the applicable provisions of the General Conditions/Technical Specifications shall be adhered to.

If you have any questions please feel free in contacting my office.

Sincerely,




Bob Camilli Jr. - President  
Peter A. Camilli & Sons, Inc.

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

<b>BID #:</b>	14-01
<b>ITEM BID:</b>	Addition & Alterations to Police & Court Offices, 350 N. Main St
<b>BID OPENING DATE</b>	March21,2014 10:00 a.m.

Please Print Name and Address	
<b>BIDDER:</b>	Peter A. Camilli & Sons
<b>ADDRESS:</b>	210 Marble Avenue
<b>ADDRESS:</b>	
<b>CITY:</b>	Pleasantville
<b>STATE:</b>	NY
<b>ZIP CODE:</b>	10570
<b>E-MAIL:</b>	Peter.camilli@verizon.net
<b>PHONE #:</b>	914-769-1164/1170
<b>FAX #:</b>	914-741-8082
<b>AMOUNT</b>	303,367.00 

Please Print Name and Address	
<b>BIDDER:</b>	
<b>ADDRESS:</b>	
<b>ADDRESS:</b>	
<b>CITY:</b>	
<b>STATE:</b>	
<b>ZIP CODE:</b>	
<b>E-MAIL:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>AMOUNT</b>	

Please Print Name and Address	
<b>BIDDER:</b>	
<b>ADDRESS:</b>	
<b>ADDRESS:</b>	
<b>CITY:</b>	
<b>STATE:</b>	
<b>ZIP CODE:</b>	
<b>E-MAIL:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>AMOUNT</b>	



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Senior Community Center**

**Village BOT Meeting Date:** 8/18/2014

**Item Type:** Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact			Public Hearing Required		x
Funding Source: Senior Center Budget	BID #				
Account #:6720.459	<b>Strategic Plan Priority Area</b> Enhance Organization				
Agreement	x		<b>Manager Priorities</b> N/A		
Strategic Plan Related					

**Sponsor's Name:** Carol Nielsen, Director of Senior Programs & Services

**Agenda Heading Title**  
*(Will appear as indicated below on Agenda)*

Resolution to authorize the Village Manager to enter into agreements with instructors for the Senior Community Center.

**Summary**

**Background:**

Agreements are made yearly with individual instructors for budget purposes. The instructor's include exercise programs, bingo games, arts & crafts, painting and music programming. Except for the new painting instructor, these instructors have been with the program for several years creating new, healthy and educational opportunities for the senior citizens of the Village.

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

**Attached are 5 agreements with instructors for Tai Chi, Zumba, Music, Arts & Crafts & Bingo, and Oil Painting.**

**AUTHORIZING AGREEMENTS FOR INSTRUCTORS  
FOR SENIOR CITIZEN PROGRAM FOR 2014-2015**

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the following resolution was adopted by the Village of Port Chester, New York:

WHEREAS, the Village of Port Chester has an active Senior Citizen program;  
and

WHEREAS, the Village requires qualified persons to provide instruction; and

WHEREAS, the Director of the Senior/Community Center has selected persons to serve the Village for 2014-2015; and

WHEREAS, the expense for same is provided for in the 2014-2015 Village Budget. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into agreements with the following to provide instruction for the Senior Citizen program:

Tai Chi - Domingo Colon, Tai Chi of Westchester, 40 Crestview Street,  
Bronxville, New York 10801, \$75/class (one hour)

Zumba - Wendy Lee Rosa, 8 Highland Place, Greenwich, Connecticut 06831,  
\$50/class (one hour)

Music - Dennis Adinolfi, 115 Pembroke Drive, Yonkers, New York 10710,  
\$100/class (one hour)

Arts and Crafts/ Bingo - Sue Sabato, 26 Linden Street, Port Chester, New York  
10573, \$25/hour

Oil Painting - Kathleen Pasquale d/b/a Kathleen Pasquale Design and Illustration,  
2946 Quinlan Street, Yorktown Heights, New York 10598, \$100/class (two  
hours)

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of August, 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and TAI CHI SCHOOL OF WESTCHESTER, 40 Crestview Street, Bronxville, New York 10801, hereinafter referred to as the "CONTRACTOR."

### WITNESSETH

WHEREAS, the Village's Senior Citizen Program requires instructors; and

WHEREAS, the Contractor has demonstrated that it possesses the skills and abilities necessary to successfully assist the Village in this regard; and

WHEREAS, the Board of Trustees authorizes the Village Manager to enter into this Agreement as in the best interest of the Village.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### 1. Scope of Services

The Village hereby contracts with Contractor for Domingo Colon to provide Tai Chi classes every other Tuesday to all Port Chester residents who are duly registered at the Port Chester Senior/Community Center for such class. The Contractor shall notify the Port Chester Senior/Community Center Director sufficiently in advance in the event of cancellations due to weather or personal reasons. The Contractor shall leave the room, tables and chairs that are provided for the class and surrounding area as it was before each class. The Contractor shall report anything broken or nor functioning.

#### 2. Term

The term of this agreement is June 1, 2014 and ending May 31, 2015, unless the Services set forth in the previous paragraph are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

The Village shall pay the Contractor \$75 per class (one hour) for providing the Services.

#### 4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

#### 5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

#### 6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

#### 7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

#### 8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

#### 9. Notices

(i) If to Contractor:

Tai Chi School of Westchester  
40 Crestview Street  
Bronxville, NY 10801

(ii) If to Village:

Christopher D. Steers  
Village Manager  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

#### 10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

#### 11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

VILLAGE OF PORT CHESTER

TAI CHI SCHOOL OF WESTCHESTER

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor – Domingo Colon

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of August, 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and WENDY LEE ROSA, 8 Highland Place, Greenwich, Connecticut, 06831, hereinafter referred to as the "CONTRACTOR."

### WITNESSETH

WHEREAS, the Village's Senior Citizen Program requires instructors; and

WHEREAS, the Contractor has demonstrated that it possesses the skills and abilities necessary to successfully assist the Village in this regard; and

WHEREAS, the Board of Trustees authorizes the Village Manager to enter into this Agreement as in the best interest of the Village.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### 1. Scope of Services

The Village hereby contracts with Contractor to provide a Zumba Exercise Class every Monday to all Port Chester residents who are duly registered at the Port Chester Senior/Community Center for such class (hereinafter termed as "the Services"). The Contractor shall notify the Port Chester Senior/Community Center Director sufficiently in advance in the event of cancellations due to weather or personal reasons. The Contractor shall leave the room, tables and chairs that are provided for the class and surrounding area as it was before each class. The Contractor shall report anything broken or not functioning.

#### 2. Term

The term of this agreement is June 1, 2014 and ending May 31, 2015, unless the Services set forth in the previous paragraph are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

The Village shall pay the Contractor \$50 per class (one hour) for providing the Services.

#### 4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

#### 5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

#### 6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

#### 7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

#### 8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

#### 9. Notices

(i) If to Contractor:

Wendy Lee Rosa  
8 Highland Place  
Greenwich, Ct. 06831

(ii) If to Village:

Christopher D. Steers  
Village Manager  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

#### 10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

#### 11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

VILLAGE OF PORT CHESTER

Wendy Lee Rosa

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of August, 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and SUE SABATO, 26 LINDEN STREET, PORT CHESTER, NY 10573 hereinafter referred to as the “CONTRACTOR”.

### WITNESSETH

WHEREAS, the Village’s Senior Citizen Program requires instructors; and

WHEREAS, the Contractor has demonstrated that it possesses the skills and abilities necessary to successfully assist the Village in this regard; and

WHEREAS, the Village Manager is authorized to enter into this Agreement as in the best interest of the Village.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### 1. Scope of Services

The Village hereby contracts with Contractor to provide as the arts & crafts, bingo instructor every Wednesday, Thursday and Saturday to all Port Chester residents who are duly registered at the Port Chester Senior/Community Center for such program. The Contractor shall notify the Port Chester Senior/Community Center Director sufficiently in advance in the event of cancellations due to weather or personal reasons. The Contractor shall leave the room, tables and chairs that are provided for the program and surrounding area as it was before each class. The Contractor shall report anything broken or not functioning.

#### 2. Term

The term of this agreement shall expire on May 31, 2015, unless the Services set forth in the previous paragraph are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

The Village shall pay the Contractor \$25. per hour.

#### 4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction

over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

SUE SABATO  
26 Linden Street  
Port Chester, NY 10573

(ii) If to Village:

Christopher D. Steers  
Village Manager  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

10. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

11. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

VILLAGE OF PORT CHESTER

SUE SABATO

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of August, 2014, by and between the VILLAGE OF PORT CHESTER, a municipal corporation with an office at 222 Grace Church Street, Port Chester, hereinafter referred to as the "VILLAGE" And HUBBARD'S CUPBOARD, 900 King Street, Rye Brook, NY 10573, hereinafter referred to as the "CONTRACTOR."

### WITNESSETH

WHEREAS, the Village made a request for food preparation and delivery of meals as part of the Senior Nutrition Program; and

WHEREAS, the Contractor has submitted the low bid for such work, which bid the Village wishes to accept.

WHEREAS, the Board of Trustees authorizes the Village Manager to enter into this Agreement as in the best interest of the Village.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### 1. Scope of Services

The Contractor shall provide food preparation service and delivery of meals to the designated location with regard to the Port Chester Senior Nutrition Program

All of such work shall be designated, done and paid for in conformity with the requirements and provisions of the bid specifications which are in corporate herein and made a part hereof as if more fully set out.

The Contractor will provide the insurance and proof thereof called for by the proposal as well as defend and hold the Village free and held harmless for any and all claims and expense arising out of the performance of this agreement.

This agreement shall not be assigned or altered except by a writing signed by all the parties.

#### 2. Term

The term of this agreement is June 1, 2013 and ending May 31, 2015, unless the Services set forth in the previous paragraph are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

The Village shall pay the Contractor \$4.69 per meal from June 1, 2013 and ending May 31, 2015.

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

4. Invoicing

Invoices for payment shall be submitted to the Port Chester Senior Nutrition for verification and forwarded to the Village of Port Chester Finance Department.

5. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

6. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

VILLAGE OF PORT CHESTER

HUBBARD'S CUPBOARD, LLC.

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Esmerito Henriquez  
Owner

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

# AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of August, 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and Kathleen Pasquale, a/b/a Kathleen Pasquale Design and Illustration, 2946 Quinlan Street, Yorktown Heights, NY 10598, hereinafter referred to as the "CONTRACTOR".

## WITNESSETH

WHEREAS, THE Village's Senior Citizen Program requires instructors; and

WHEREAS, the Contractor has demonstrated that it possesses the skills and abilities necessary to successfully assist the Village in this regard; and

WHEREAS, the Board of Trustees authorizes the Village Manager to enter into this Agreement as in the best interest of the Village.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### 1. Scope of Services

The Village hereby contracts with Contractor for Kathleen Pasquale to provide Oil Painting classes every Friday to all Port Chester residents who are duly registered at the Port Chester Senior/Community Center for such class. The Contractor shall notify the Port Chester Senior/Community Center Director sufficiently in advance in the event of cancellations due to weather or personal reasons. The Contractor shall leave the room, tables and chairs that are provided for the class and surrounding area as it was before each class. The Contractor shall report anything broken or not functioning.

### 2. Term

The term of this agreement is June 1, 2014 and ending May 31, 2015, unless the Services set forth in the previous paragraph are earlier completed in which case this agreement shall terminate upon completion of such services.

### 3. Compensation

The Village shall pay the Contractor \$100.00 per class (two hours) for providing the Services.

#### 4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village. In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

#### 5. Invoicing

Invoices for payments shall be submitted to the Village Finance Office.

#### 6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any/all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

#### 7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

#### 8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

#### 9. Notices

(i) If to Contractor:

KathleenPasquale  
d/b/aKathleenPasqualeDesignandIllustration  
2946QuinlanStreet  
Yorktown Heights, NY 10598

(ii) If to Village:

ChristopherD.Steers  
VillageManager  
VillageofPortChester  
222GraceChurch  
Port Chester, NY 10573

#### 10. Compliance

Contractor acknowledges the Village's Anti-Discrimination and Harassment Policy copy of which is annexed hereto.

#### 11. Miscellaneous

This agreement embodies off of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

#### 12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

#### 13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### 14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

VILLAGE OF PORT CHESTER

KATHLEEN PASQUALE

---

Christopher D. Steers  
Village Manager

---

Contractor-Kathleen Pasquale

Approved as to Form:

AnthonyM.Cerreto  
Village Attorney

UPDATE FROM THE BUILDING INSPECTOR



Village of  
**PORT CHESTER, NEW YORK**

**Department of Building & Code  
Enforcement Monthly (Through  
May 2014) & Fiscal Comparison  
Report  
2013-2014**

# Overcrowding & Illegal Dwelling Update January 2014-May 2014

**Total Properties Affected: 132**

**Total Unlawful Occupancies Discovered: 233**

Several properties contain both unlawful attic and basement occupancies, a number of them also contain single room occupancies (SRO's).

## **Unlawful Occupancy Breakdown is as Follows:**

1. Unlawful Basement Occupancy:	54
2. Unlawful Attic Occupancy:	26
3. Single Room Occupancy (SRO's)	33
4. Additional Dwelling Units:	120

# Overcrowding & Illegal Dwelling January 2014-May 2014

## **2014 Compliance Obtained**

Full Compliance Achieved:	7.6%
Compliance in Process:	24.2%
No Compliance to Date:	68.2%
Properties Part of Amnesty Program:	28%

**39 Notice of Violations** were issued (30%) as a result of failing to comply.

# Overcrowding & Illegal Dwelling January 2014-May 2014

## **2014 OC/IDW Distribution by Use**

Number of Properties

1 & 2 Family:	(51) Represents: 39%
Multiple Dwelling (3 or more):	(77) Represents: 58%
Mixed Use:	(4) Represents: 3%

# Overcrowding & Illegal Dwelling January through December 2013

## **2013 OC/IDW Distribution by Use**

Number of Properties Affected 730

1 & 2 Family:	(223) Represents: 41%
Multiple Dwelling (3 or more):	(455) Represents: 62.3%
Mixed Use:	(52) Represents: 7.2%

# Overcrowding & Illegal Dwelling January through December 2013

## **2013 Compliance Obtained**

Full Compliance Achieved:	21.4%
Compliance in Process:	54.3%
No Compliance to Date:	24.3%
Properties Part of Amnesty Program:	9%

**164** Notice of Violations were issued (54%) as a result of failing to comply.

**Building Department  
Monthly Through May 2014 &  
Fiscal Comparisons**



# Building Department Monthly Report

## Building Department Revenue Performance Review

### **Revenues Collected**

Revenues December 2013:	\$70,326.50
Revenues January 2014:	\$85,818.00
Revenues February 2014:	\$44,266.00
Revenues March 2014:	\$47,979.00
Revenues April 2014:	\$40,207.00
<u>Revenues May 2014:</u>	<u>\$48,976.00</u>
Fiscal Deposits to Date:	\$1,059,302.00

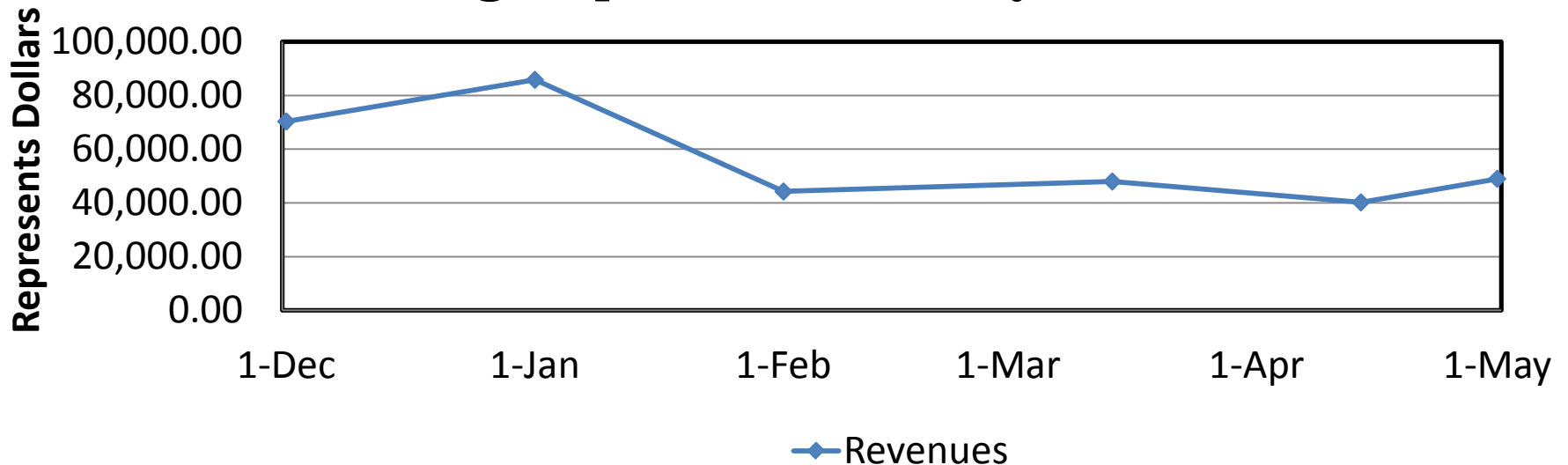
**Monthly Revenue Streams Remain Consistent**



# Building Department Monthly Report

## Building Department Revenue Performance Review

### Building Department Monthly Revenues





# Building Department Monthly Report

## Building Department Performance Review 2014

### Consultations Conducted

Consultations December 2013:	161
Consultations January 2014:	148
Consultations February 2014:	137
Consultations March 2014:	131
Consultations April 2014:	129
Consultations May 2014:	193

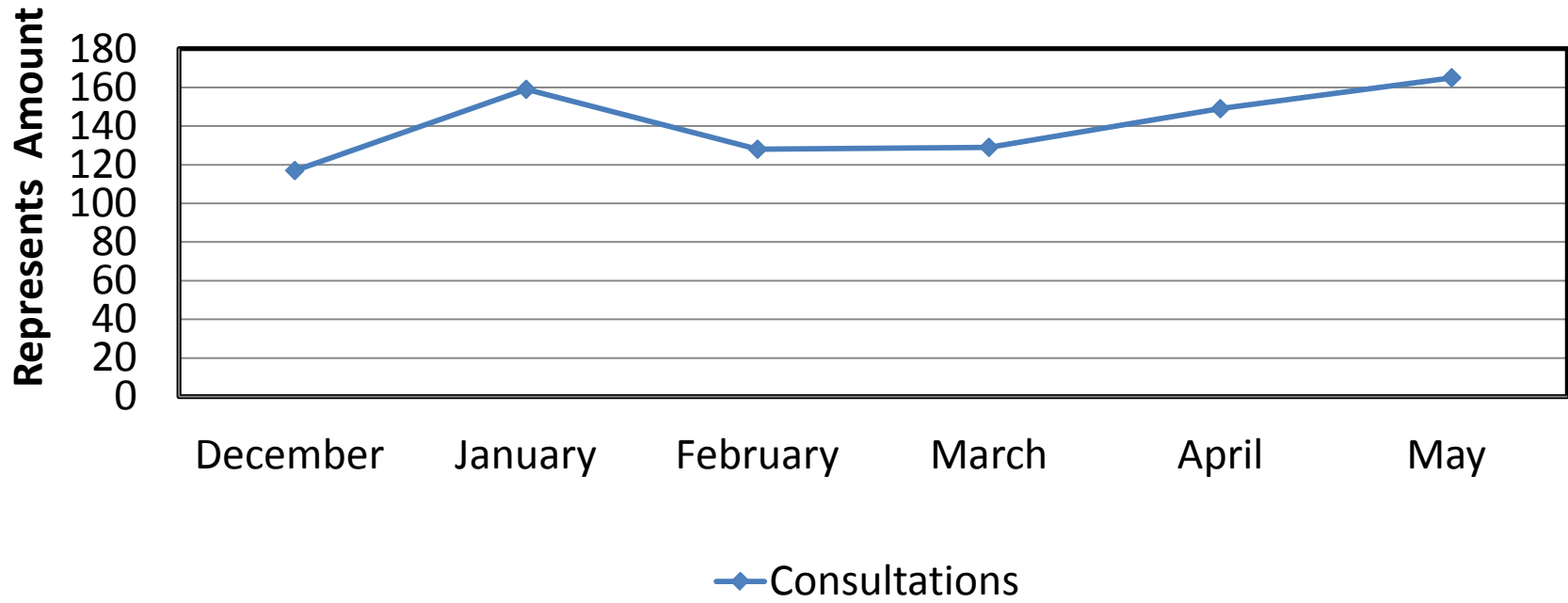
Consultations remain consistent month to month.



# Building Department Monthly Report

## Building Department Performance Review 2014

### Building Department Consultation Comparison





# Building Department Monthly Report

## Building Department Performance Review 2014

### Permits Issued

Permits December 2013:	117
Permits January 2014:	159
Permits February 2014:	128
Permits March 2014:	129
Permits April 2014:	149
Permits May 2014:	165

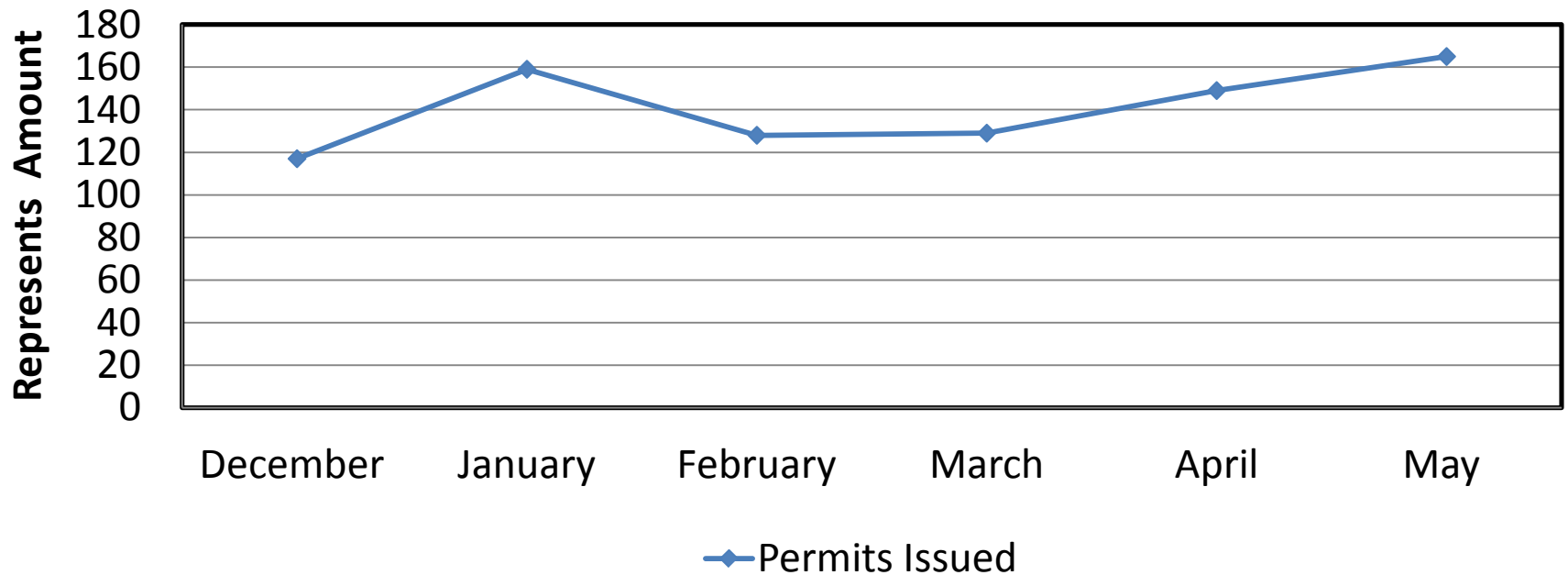
Issuance of Permits remain consistent on a monthly basis.



# Building Department Monthly Report

## Building Department Performance Review 2014

### Building Department Permit Comparison





# Building Department Monthly Report

## Building Department Performance Review 2014

### Inspections Conducted

Inspections December 2013:	98
Inspections January 2014:	77
Inspections February 2014:	80
Inspections March 2014:	107
Inspections April 2014:	126
Inspections May 2014:	127

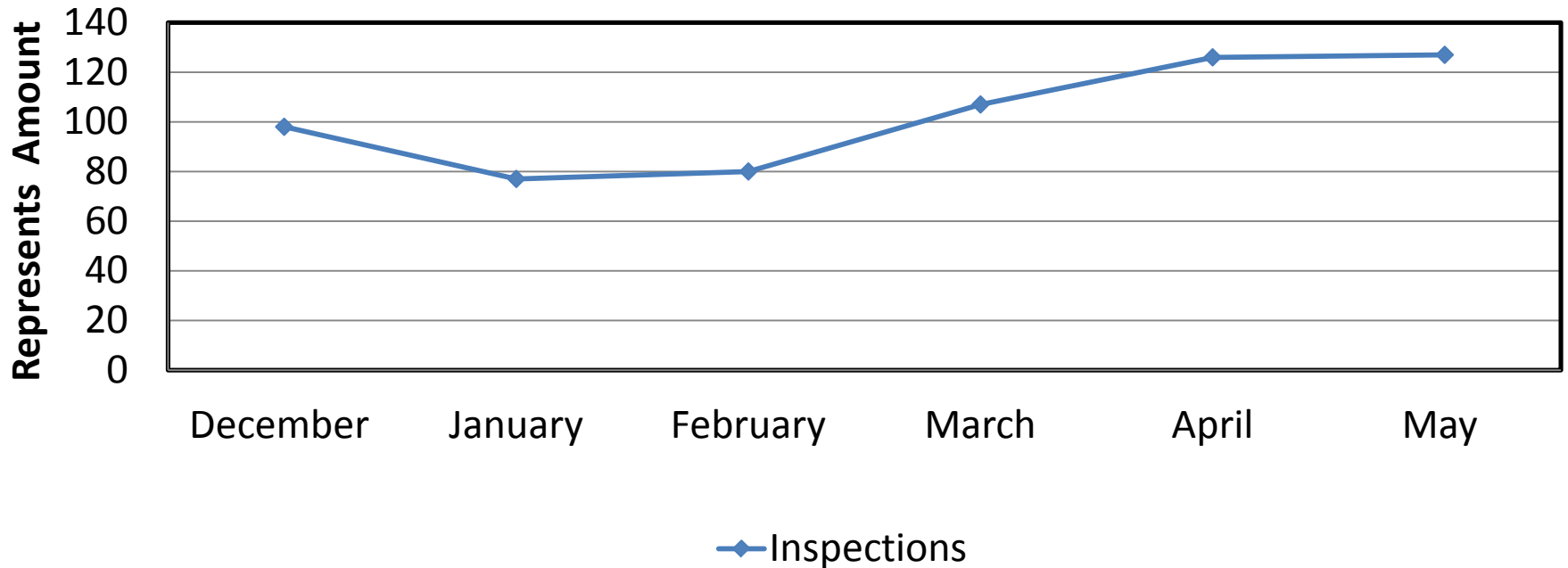
Inspections remain consistent, month to month.



# Building Department Monthly Report

## Building Department Performance Review 2014

### Building Department Inspections Conducted





# Building Department Monthly Report

## Building Department Monthly Performance Review 2014

### Certificate of Occupancy (CO's)

CO's Issued December 2013:	30
CO's Issued January 2014:	61
CO's Issued February 2014:	30
CO's Issued March 2014:	22
CO's Issued April 2014:	24
CO's Issued May 2014:	32

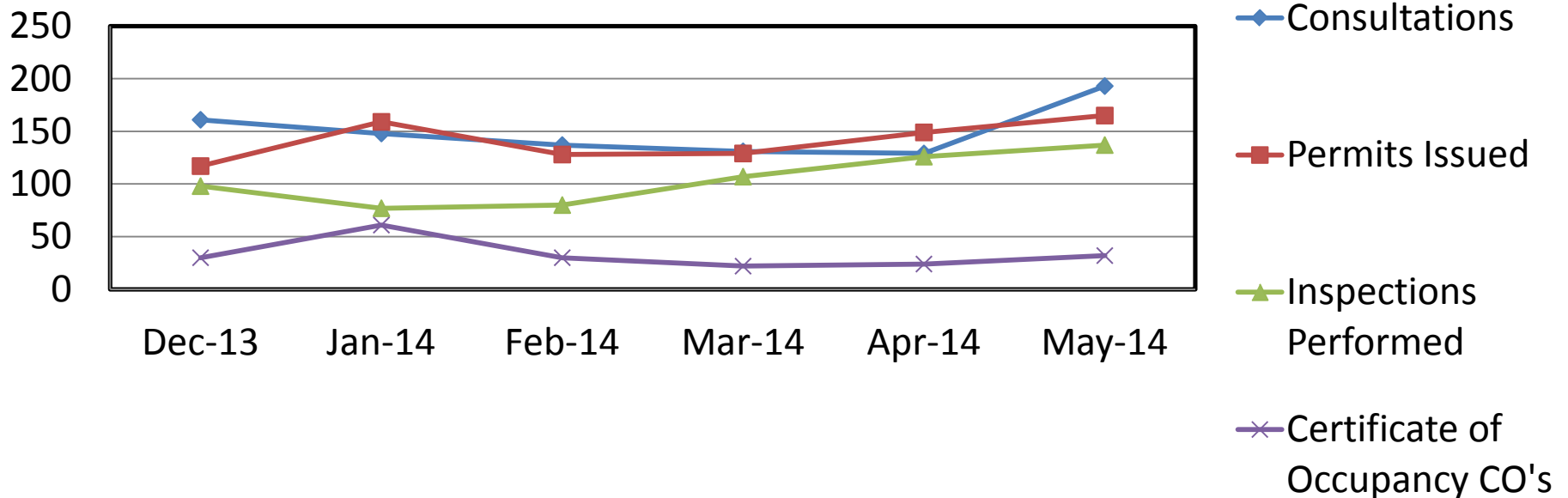
Issuance of Certificates of Occupancy remain consistent



# Building Department Monthly Report

## Building Department Monthly Performance Review 2014

### Building Department Monthly Performance Comparison





# Building Department Fiscal Comparison

## Building Department Performance Review Fiscal Comparison

Fiscal 2011-2012 & 2012-2013 & 2013-2014

### Work Load Review

#### Fiscal 6-2011 thru 5-2012

<b>Consultations:</b>	<b>1307</b>
<b>Permits Issued:</b>	<b>941</b>
<b>Inspections Performed:</b>	<b>810</b>
<b>Certificate of Occupancies Issued:</b>	<b>111</b>

#### Fiscal 6-2012 thru 5-2013

<b>Consultations:</b>	<b>1571</b>	<b>(20% increase)</b>
<b>Permits Issued:</b>	<b>1412</b>	<b>(50% increase)</b>
<b>Inspections Performed:</b>	<b>1145</b>	<b>(40% increase)</b>
<b>Certificate of Occupancies Issued:</b>	<b>362</b>	<b>(234% increase)</b>

#### Fiscal 6-2013 thru 5-2014

<b>Consultations:</b>	<b>1833</b>	<b>(17% increase)</b>
<b>Permits Issued:</b>	<b>1599</b>	<b>(13% increase)</b>
<b>Inspections Performed:</b>	<b>1297</b>	<b>(13% increase)</b>
<b>Certificate of Occupancies Issued:</b>	<b>335</b>	<b>(08% decrease)</b>

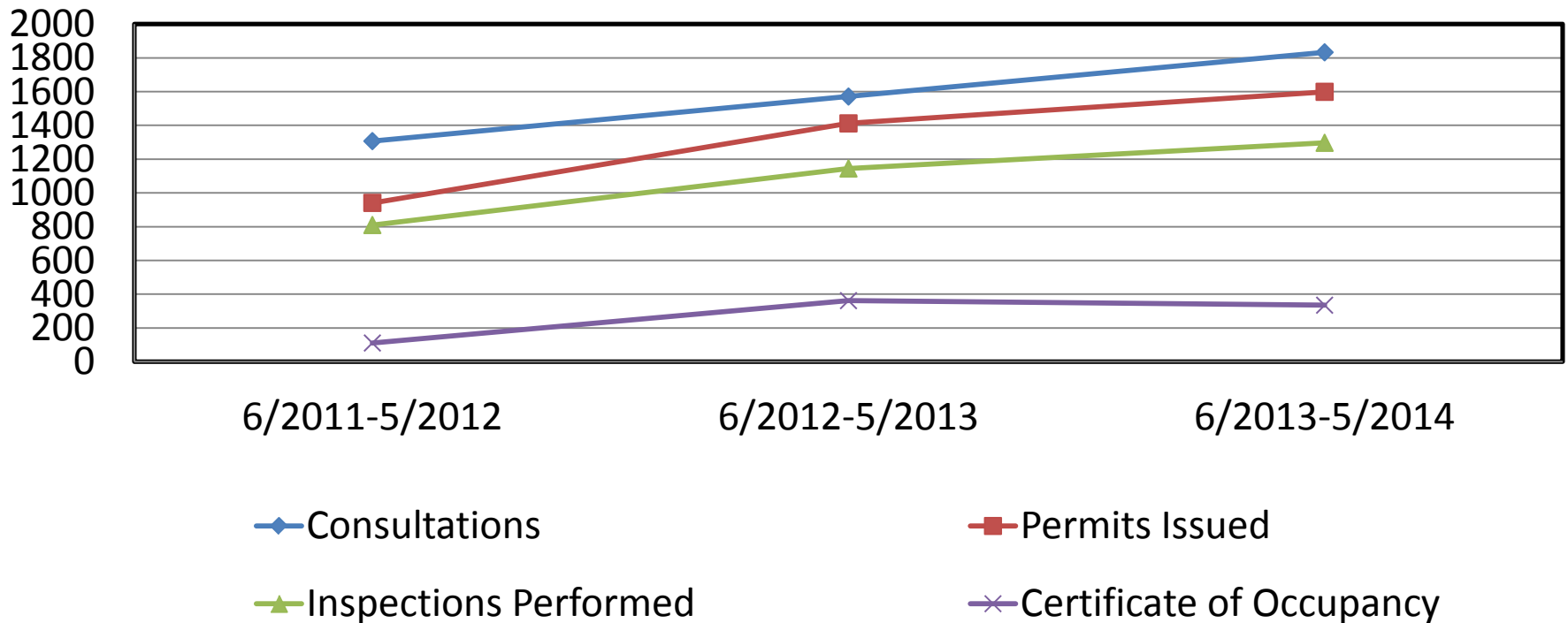


# Building Department Fiscal Comparison

## Building Department Performance Comparison Review

Fiscal 2011-2012 & 2012-2013 & 2013-2014

### Building Department Performance Comparison





# Building Department Fiscal Comparison

## Building Department Revenue Performance Review Fiscal 2011-2012 & 2012-2013 & 2013-2014

### Revenues Collected

Total Revenues Received Fiscal 6-2011 thru 5-2012:	\$282,229.00	
Total Revenues Received Fiscal 6-2012 thru 5-2013:	\$542,283.00	(92% increase)
Total Revenues Received Fiscal 6-2013 thru 5-2014:	\$1,059,302.00	(95% increase)

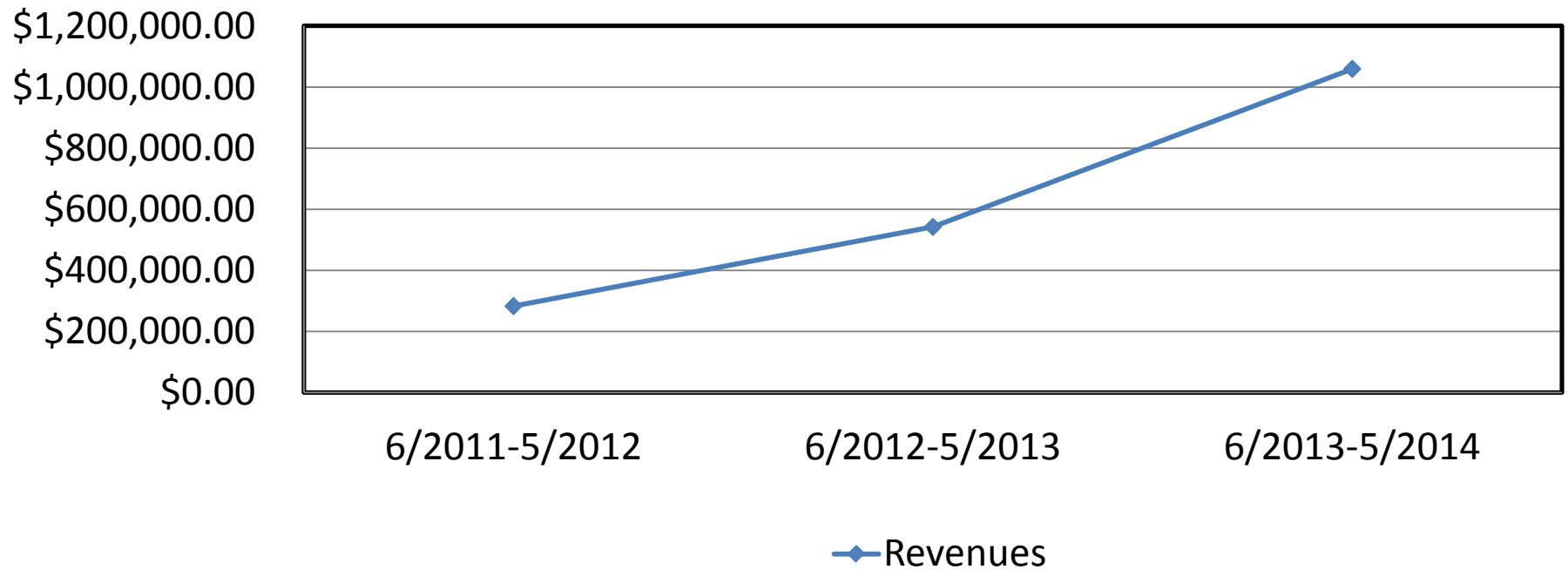
Revenues Continue to Increase Fiscal After Fiscal, “almost doubling for the last 2 years”



# Building Department Fiscal Comparison

## Building Department Revenue Comparison Review Fiscal 2011-2012 & 2012-2013 & 2013-2014

### Building Department Performance Comparison





# Building Department Monthly Report

## Building Department Amnesty Progress Report Through May 2014

### Amnesty Report & Search Update

<b>Total Amnesty Applications Submitted:</b>	<b>627</b>
<b>Amnesty Reports Completed:</b>	<b>542</b>
<b>Percentage of Amnesty Reports Complete:</b>	<b>86%</b>
<b>Amnesty Consultations Completed:</b>	<b>283</b>



# Building Department Search Request Update

## All Searches From April 2011 to July 17, 2014

	Standard		Expedited		Amnesty	
2011	Completed	Pending	Completed	Pending	Completed	Pending
Total	423	0	0	0	0	0
423	Total -423		Total -0		Total -0	

2012	Completed	Pending	Completed	Pending	Completed	Pending*
Total	229	0	272	0	153	2
656	Total -229		Total -272		Total -155	

\* The remaining 2012 Amnesty have issues with their applications.

2013	Completed	Pending	Completed	Pending	Completed	Pending
Total	87	0	468	0	345	61
961	Total -87		Total -468		Total -406	

2014	Completed	Pending	Completed	Pending	Completed	Pending
Total	13	10	178	4	44	22
271	Total -23		Total -182		Total -66	

## Permit Amnesty Status Report May 13, 2014

Total Applications Filed 627

Total Amnesty Reports Completed 542

Percentage of Amnesty Reports Completed 86.44%

Amnesty Consultations Conducted 283

Current Date of Amnesty Search Backlog 10/31/2013

**Fire Safety Report  
Monthly & Fiscal Comparisons  
Through May 2014**



# Code Enforcement Monthly Report

## Fire Safety Monthly Performance Review

### Revenues

**Revenues are Based on Fire Safety Applications Returned**

Revenues December 2013:	\$11,350.00
Revenues January 2014:	\$11,050.00
Revenues February 2014:	\$11,040.00
Revenues March 2014:	\$10,645.00
Revenues April 2014:	\$8,095.00
Revenues May 2014:	\$8,200.00

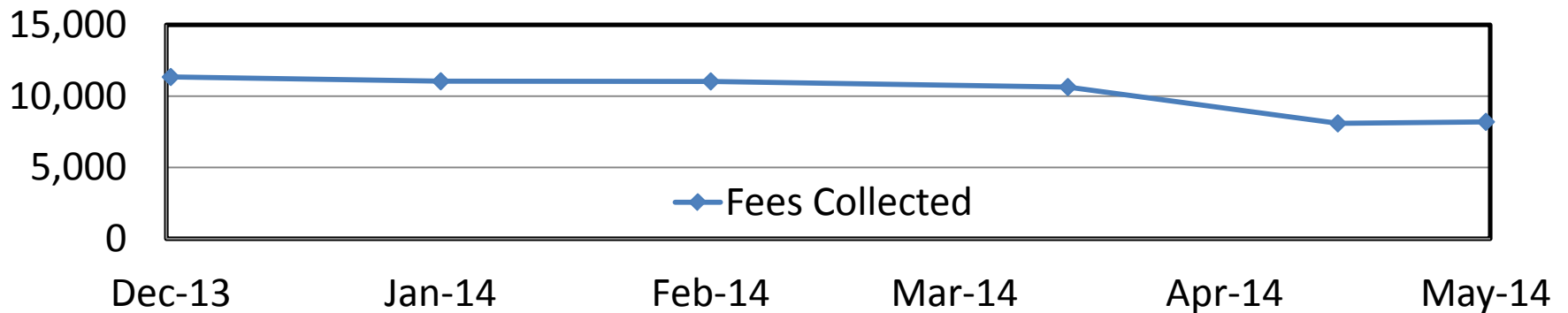
**Monthly revenues remain consistent**



# Code Enforcement Monthly Report

## Fire Safety Monthly Performance Review

### Fire Safety Department Monthly Revenue Comparison





# Code Enforcement Monthly Report

## Fire Safety Monthly Performance Review

### **Fire Inspections Performed**

**Includes re-inspections**

<b>Fire Inspections Performed December:</b>	<b>158</b>
<b>Fire Inspections Performed January :</b>	<b>133</b>
Specialized Inspections/ testing of equip:	(68)
<b>Fire Inspections Performed February:</b>	<b>108</b>
Specialized Inspections/ testing of equip:	(28)
<b>Fire Inspections Performed March:</b>	<b>143</b>
Specialized Inspections/ testing of equip:	(46)
<b>Fire Inspections Performed April:</b>	<b>133</b>
Specialized Inspections/ testing of equip:	(82)
<b>Fire Inspections Performed May:</b>	<b>151</b>
Specialized Inspections/ testing of equip:	(59)



# Code Enforcement Monthly Report

## Fire Safety Monthly Performance Review

### Notice of Violations Issued

**Includes Failed Fire Inspections and Failure to Respond to a Request to Conduct a Fire Inspection**

Notice of Violations Issued December:	54
Notice of Violations Issued January:	106
Notice of Violations Issued February :	61
Notice of Violations Issued March :	71
Notice of Violations Issued April :	74
Notice of Violations Issued May:	61



# Code Enforcement Monthly Report

## Fire Safety Monthly Performance Review

### Court Appearance Tickets Issued

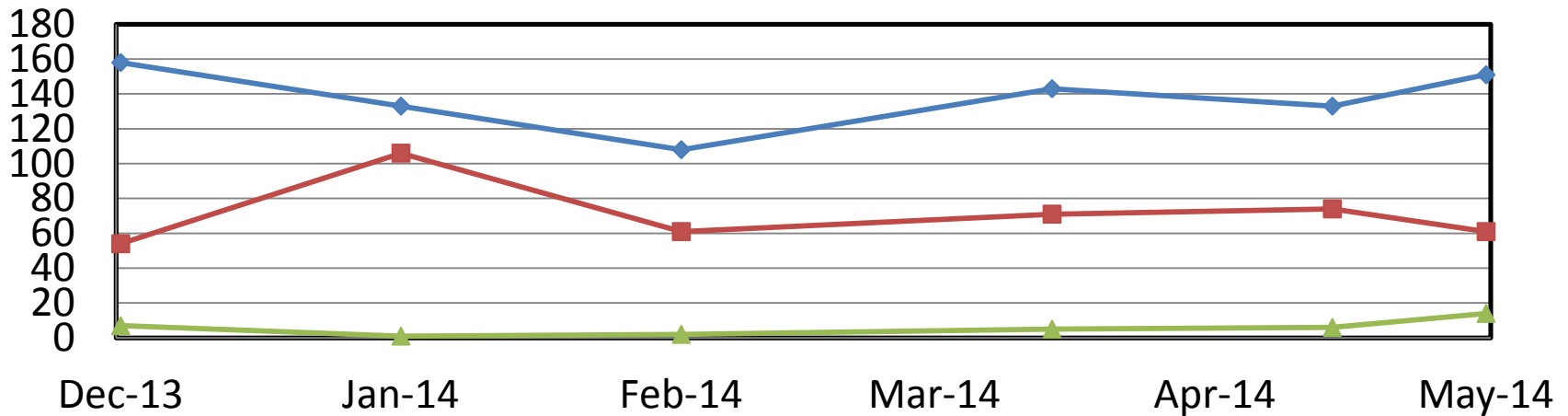
Court Appearance Tickets Issued December:	7
Court Appearance Tickets Issued January:	1
Court Appearance Tickets Issued February :	2
Court Appearance Tickets Issued March :	5
Court Appearance Tickets Issued April :	6
Court Appearance Tickets Issued May:	14



# Code Enforcement Monthly Report

## Fire Safety Monthly Performance Review

### Fire Safety Monthly Performance Comparison



◆ Fire Inspections Performed

■ Notice of Violations Issued

▲ Court Appearance Tickets



# Code Enforcement Fiscal Comparison

## Fire Safety Performance Review Fiscal Comparison

Fiscal 2011-2012 & 2012-2013 & 2013-2014

### Work Load Review

#### Fiscal 6-2011 thru 5-2012

Revenues:	\$11,600
Inspections Performed:	84
Notice of Violations Issued:	37
Court Appearance Tickets Issued:	Data not split between fire/code enforcement

#### Fiscal 6-2012 thru 5-2013

Revenues:	\$102,675.00 (785% increase)
Inspections Performed:	717 (750% increase)
Notice of Violations Issued:	772 (Incl. NOV for no response to conduct a fire insp.)
Court Appearance Tickets Issued:	14

#### Fiscal 6-2013 thru 5-2014

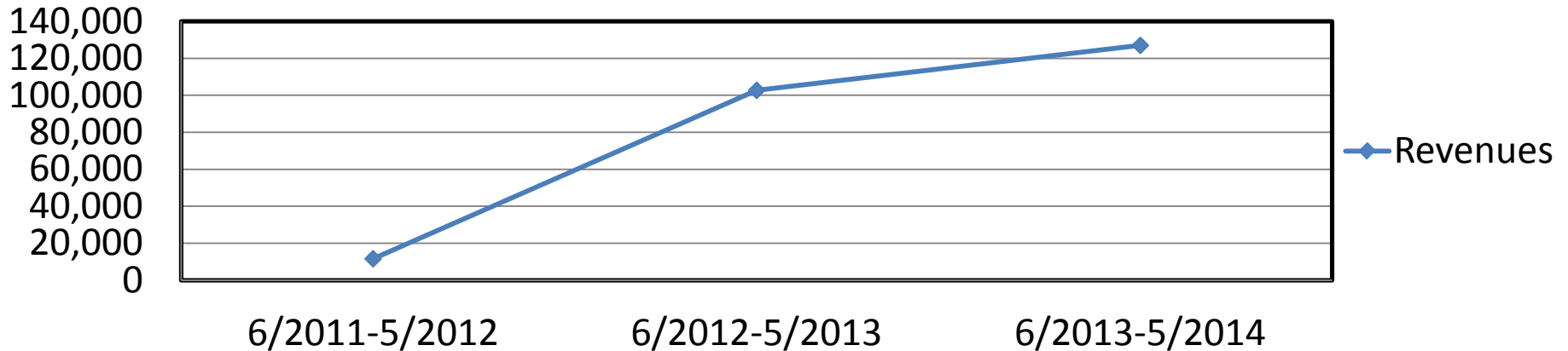
Revenues:	\$126,970.00 (24% increase)
Inspections Performed:	1874 (155% increase)
Notice of Violations Issued:	912 (Incl. NOV for no response to conduct a fire insp.)
Court Appearance Tickets Issued:	88



# Code Enforcement Fiscal Comparison

## Fire Safety Performance Fiscal Comparison Review Fiscal 2011-2012 & 2012-2013 & 2013-2014

### Fire Safety Program Performance Comparison

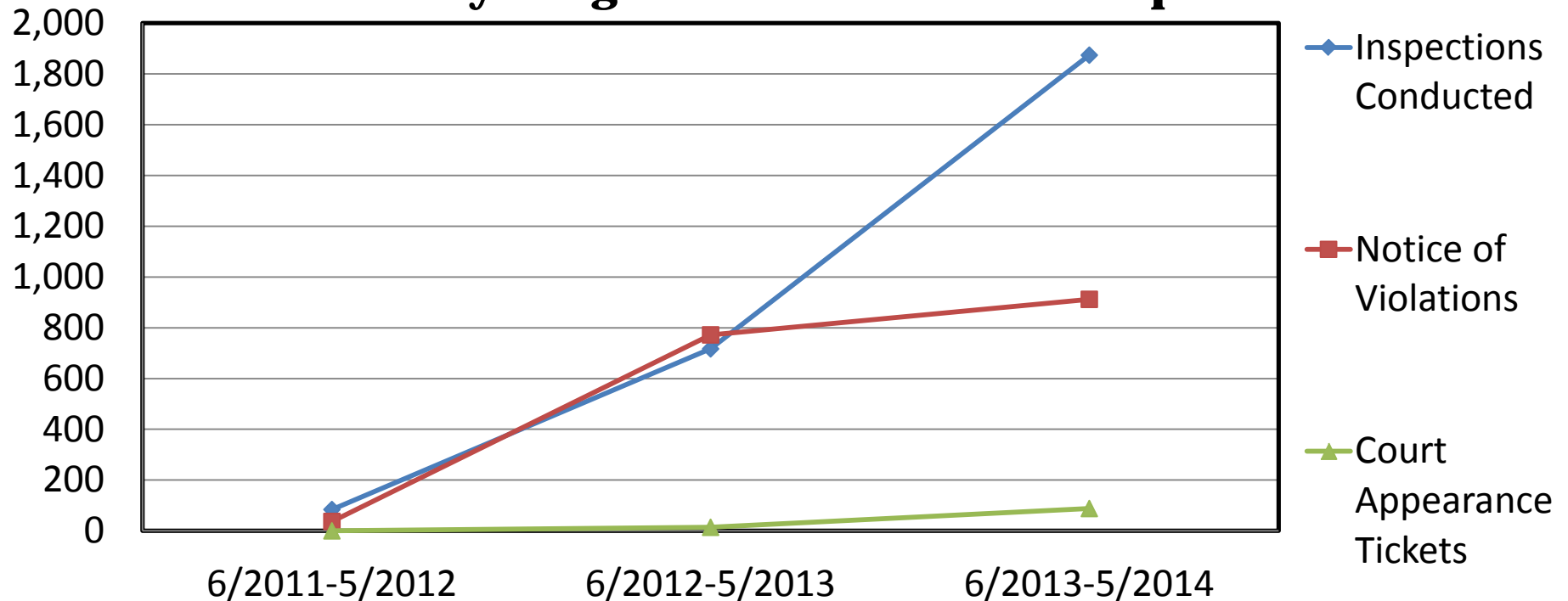




# Code Enforcement Fiscal Comparison

## Fire Safety Performance Fiscal Comparison Review Fiscal 2011-2012 & 2012-2013 & 2013-2014

### Fire Safety Program Performance Comparison



**Code Enforcement  
Monthly & Fiscal Report  
Through May 2014**



# Code Enforcement Monthly Report

## Code Enforcement Monthly Performance Review

### Code Enforcement Complaints

**Includes property maintenance, trash, signage w/o permits or approvals, lack of permits**

Complaints Received December:	86
Complaints Received January:	126
Complaints Received February:	256
Complaints Received March:	97
Complaints Received April:	208
Complaints Received May:	343



# Code Enforcement Monthly Report

## Code Enforcement Monthly Performance Review

### Code Enforcement Notices of Violation

**Includes property maintenance, trash, signage w/o permits or approvals, lack of permits**

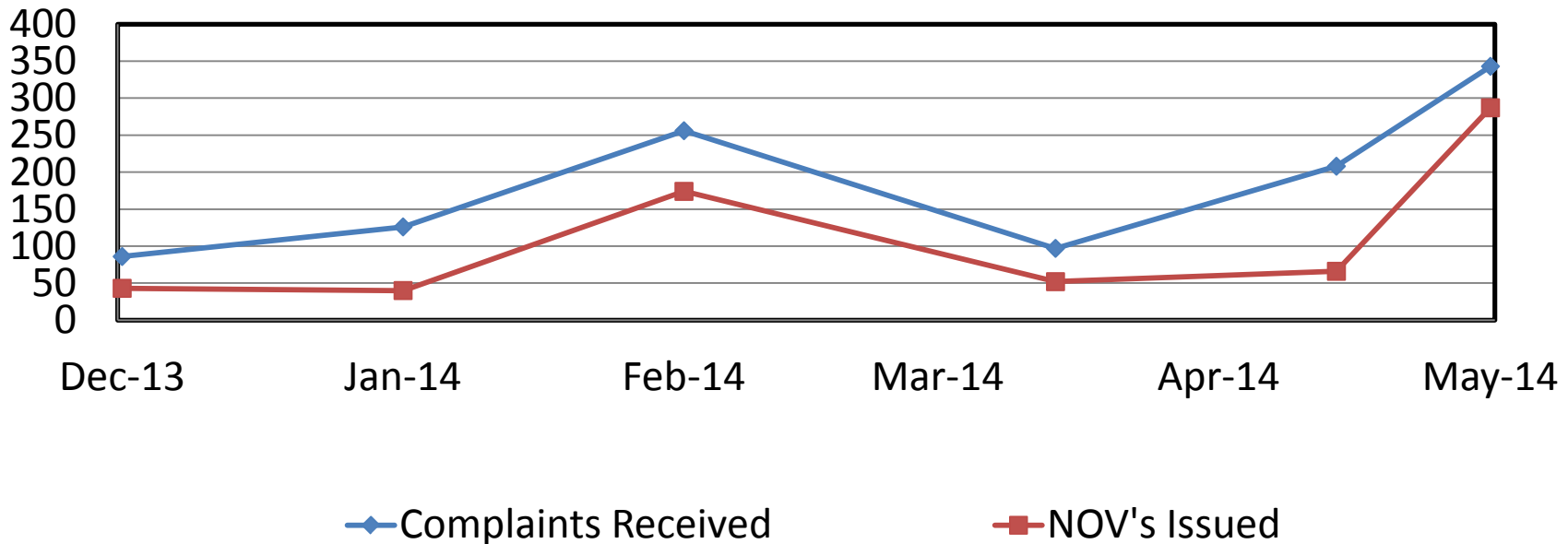
NOV's Issued December:	43
NOV's Issued January:	40
NOV's Issued February:	174
NOV's Issued March:	52
NOV's Issued April:	66
NOV's Issued May:	287



# Code Enforcement Monthly Report

## Code Enforcement Monthly Performance Review

### Code Enforcement Monthly Performance Comparison





# Code Enforcement Monthly Report

## Code Enforcement Performance Review Fiscal Comparison

Fiscal 2012-2013 & 2013-2014

### Work Load Review

#### Fiscal 6-2012 thru 5-2013

Complaints:	1367
Inspections Performed:	2392 (includes re-inspections)
Notice of Violations Issued:	697
Court Appearance Tickets Issued:	28

#### Fiscal 6-2013 thru 5-2014

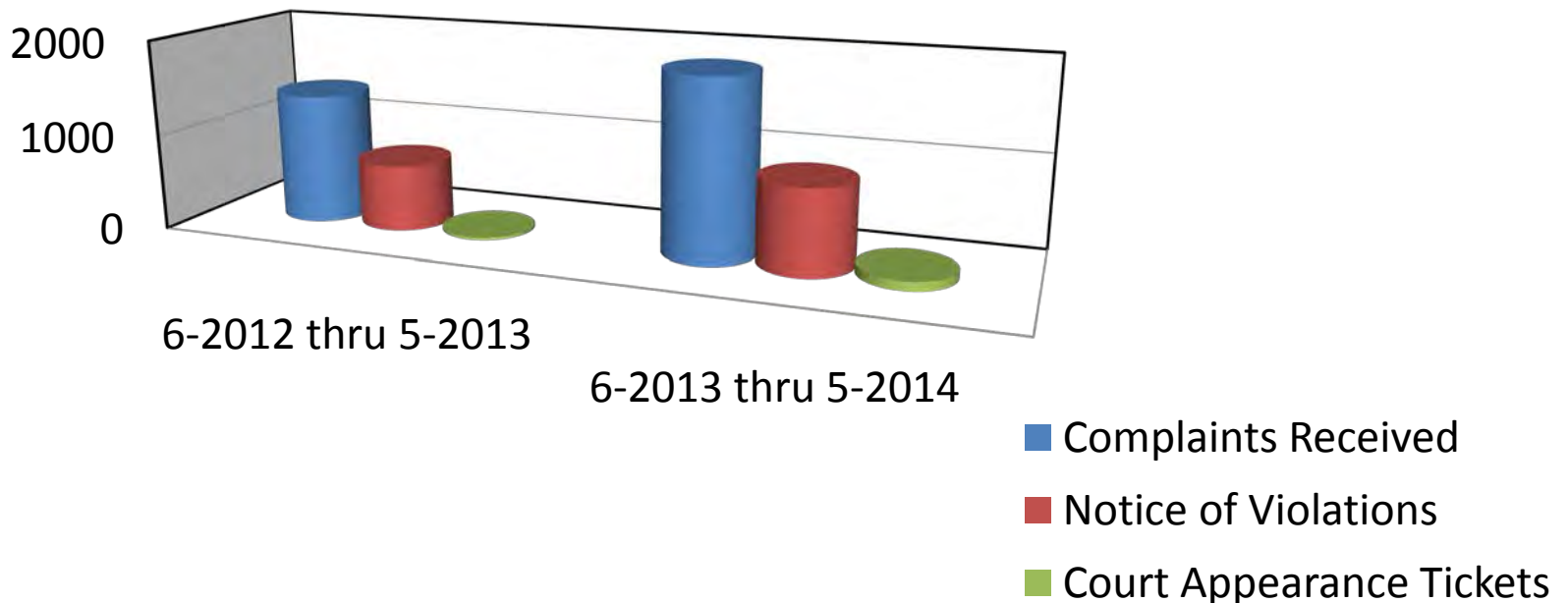
Complaints:	1869
Inspections Performed:	3832 (includes re-inspections)
Notice of Violations Issued:	883
Court Appearance Tickets Issued:	93



# Code Enforcement Fiscal Report

## Code Enforcement Fiscal Performance Review

### Code Enforcement Fiscal Performance Comparison





# Code Enforcement Monthly Report

## Code Enforcement Court Case Update Through May 2014

**74 Court Cases in 2013**

**54 Closed**

**20 Pending**

- Court Cases that appeared in Court during fiscal 6-2011 thru 5-2012 disposed on average in 494 days.
- Court Cases that appeared in Court during fiscal 6-2012 thru 5-2013 disposed on average in 110 days.
- Court Cases that appeared in Court during fiscal 6-2013 thru 5-2014 disposed on average in 120 days.

**Current Court Cases 2014: 164**

REPORT  
OF  
THE VILLAGE MANAGER



# Village of Port Chester

## Office of the Village Manager

### MEMORANDUM

---

TO: Mayor and the Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: August 18<sup>th</sup>, 2014

RE: Updates

---

#### **INITIATIVES:**

#### **❖ Strategic Planning: Strategic Actions (Opportunity Areas #1-5)**

##### **1. • Facilitating transit oriented development in the downtown**

Staff has had some preliminary discussions with interested parties relating to proposed/potential developments within the downtown.

In particular staff has been working with AGD North Pearl, LLC regarding the proposed project at 120 N. Pearl Street. This proposed project has already obtained site plan approval for 25 residential units and their amended proposal seeks 50 units. At this time the development can achieve 38 units as of right and they are seeking the additional 12 units through the density bonus program. The proposed unit mix is 9 two bedrooms, 15 studios, and 26 one bedrooms.

##### **2. • Creating a new municipal center: (Update from Michael Cucchiara of NDC)**

“Since NDC’s last presentation to the Board of Trustees NDC has undertaken a more substantive design and costing analysis in an effort to pin down a more specific range of total project cost. To that end NDC has requested our design and construction team represented by STV, Inc. and Whiting-Turner, to prepare formal cost estimate range for the building. In order to arrive at a more accurate number it was necessary to finalize a programming of the building that would be consistent with the needs of the various Village departments consulted. To that end STV undertook a final programming investigation with key department heads. To date STV has consulted with these department heads and has now arrived at a programming of the building which will closely equate with any final facility configuration. This step was necessary in order for STV to be able to provide the

construction team with a building configuration that can provide a basis for estimating a final range of cost.

In addition to this programming work, STV and Whiting-Turner have been collaborating on developing a next step budget covering the initial investigative work associated with the proposed building site. This work will allow NDC and the Village to have a better idea of the actual site costs involved in proceeding with the project should the Village request NDC to develop it. In order to move forward with the project the NDC will have to develop a cost range that closely approximates what the final guaranteed maximum price construction cost contract would be. In order to develop this number the Village would have to enter into a contract extender with NDC to cover these site and design investigation costs. Once completed this "Costing Phase" analysis will provide the Village with a full picture of the project costs, at which time the Village can make an informed decision about whether or not to induce NDC to undertake the development of the Project.

It is proposed by NDC that the above scope of work be presented to the Village Board of Trustees in September for their approval. NDC's ability to develop the Project is contingent on the Board's ability to sign-on to a further cost analysis after which and should the Board seek to proceed, NDC would enter into formal lease negotiations with the Village. The timeline of key Project milestones is as follows:

- September – Presentation of Costing Scope to Board of Trustees
- September – preparation of SEQR with Village as Lead Agency
- September/October – preparation of cost range and site investigation
- Late October – presentation of final project cost range to Board and final lease figure
- November/December- negotiation of lease agreement between NDC and Village
- January 2015 – IDA inducement of project and acquisition activities"

### 3. • **Enhancing and revitalizing waterfront areas**

**LWRP:** We received comments from the Department of State and staff is preparing final response(s) to the comments. Final responses will be completed and forwarded to the Department of State within the next two weeks. Adoption of the LWRP should be completed prior to the end of the year or earlier (depending upon the State's response time).

**Bulkhead:** Our \$225,000 award for design is pending finalization from the Department of State. We expect to receive the final contract for adoption with the next 30-45 days.

The recent grant application under the Consolidated Funding Application is for construction dollars based on the agreed to conceptual design. We expect to receive award updates from the Regional Economic Development Counsel in mid-September. As you may recall the current grant application contemplates the creation of two activity nodes and the overall replacement of the bulkhead with steel sheet pile.

The next steps including the letting of an RFP for design of the concept will be on for discussion at the September 2<sup>nd</sup> BOT meeting.

**Show Boat:** Village and IDA staff have worked with the applicant to finalize a license agreement. The public hearing is set for this meeting.

#### 4. • **Redevelopment of Fox Island peninsula**

NDC has made some preliminary recommendations relating to the redevelopment of Fox Island (forming an LDC, performing some preliminary environmental assessment, DPW Programming Study, etc...). We have significant research and other documentation relating to prior attempts at same. The discussion on potential next steps will be at a September BOT meeting.

#### 5. • **Redevelopment of the United Hospital site**

Public hearing was completed on the project, with the additional public comment period ending July 3<sup>rd</sup>. written comments and Trustee comments have been incorporated into the draft scoping document. Resolution for adopting the SEQR scope is on this agenda.

RFP for consulting services relating to the project has been drafted and is scheduled for release the week on August 11<sup>th</sup>. Note: prior consultants notified of being conflicted out.

- ❖ **Property Condition Study RFP:** The RFP has been issued and responses have been received. Selection process and interviews pending special meeting of the BOT.

### **ACTIONS:**

1. **Elections:** As you recall the BOT adopted a resolution requesting the Westchester County Board of Elections to conduct the next mayoral election as authorized by state Law. Staff has been working with the County Board of Elections and the County Attorney's Office regarding the 2015 Mayoral Election. At this time we are waiting for the County's determination. There is a follow up meeting tentatively scheduled for the first week of September.

It is important to note that the results of this meeting will determine if the County is going to conduct the election: and if not we will have no choice but to take it back on. If this is the result of the meeting we must be prepared to begin in earnest the process of securing machines, locations, poll inspectors, notices, etc...

2. **Sidewalk Betterment:**

The funds available for a Sidewalk Betterment Phase 3 is \$179,479 (includes left over from Phase 2). The cost per linear foot of sidewalk is approximately \$40/linear foot (all in). So as a 50/50 program we would have access to approximately \$358,958.00. This would allow us to

repair approximately 8,974 linear feet of sidewalk or assist about 180 residential property owners (based on an average of a 50 foot frontage).

I have asked the Village engineer for an estimate relating to conducting a reassessment and prioritization of sidewalks throughout the Village. Once I receive the estimate we will have a formal discussion with the BOT as to the feasibility of the program and the next steps.

3. **Payroll Services:** Staff has met with two payroll service providers. We have reviewed their products and demos. We are arranging for a third demo from a third party. Once that demo is conducted and the program is reviewed we will have a recommendation for the BOT.
4. **Vacant / Abandoned Properties:** Again, the Village Attorney has developed an action plan to deal with vacant and abandoned properties. The first “pilot” strategy involved 169 Fairview which after a lengthy but necessary process has been successfully remediated (demolished) under a court order. Further discussion with the Board is pending the interviews/presentations relating to the Property Condition Study RFP.
5. **Park Signage:** At the BOTs request an inspection of Abendroth Park reveals that signage indicating park rules and regulations is posted at the pedestrian only Eastern entrance of the park. The Western parking Lot side of the park features no such signage. DPW can produce a sign to cover this area and will look into other parks for similar circumstances.

## **PROJECTS:**

1. **Town of Rye Move:** The amended lease has been executed. Permits have been issued for and the construction work has started at 222 Grace Church Street. The occupancy date is on or about November 1<sup>st</sup>.
2. **350 North Main Street:** Again the amended lease has been executed. Sole bidder has negotiated down to within our budgeted parameters (\$185,000 for the addition and interior plumbing and electrical work). The bid award is on this agenda. Once the contract is authorized and executed appropriate timelines will be developed.
3. **Pay Stations / Meters:** As of 8/14/14 Parking Meters have been installed on Midland and Horton Avenues as approved by the BOT. Signage is currently being put in place and is approximately 40% complete. Notice of the parking schedule changes is being posted and the changes will go into enforcement 10 days after all equipment and signage is erected as is standard PCPD procedure.

Some public concern has been raised on Horton Avenue regarding the 9PM meter time being later than desirable. Staff met with the citizen and Trustee Ceccarelli to discuss their concerns. Staff will monitor the area once the pay stations are activated to determine if any action is warranted.

- 4. Westchester Avenue Intersection Improvements:** Again the completion of the project is pending Con Edison's relocation of some transmission lines. Con Ed is scheduled to perform the final work during the week of the 25<sup>th</sup>. They will be replacing two sections of secondary cable on Westchester Avenue.

**PRIORITIES:**

- 1. Sewer Rent:** As you are aware the Sewer Rent billing has been successfully released and bills continue to be processed. Staff continues to work very closely with individuals who have questions, concerns, or who wish to undertake an appeal.

The Village Attorney is preparing a draft local law for discussion with the Board to clarify processes and procedures for the adjustment of sewer rents. Water consumption is the most widely used and accepted basis for calculating sanitary sewer user fees. The adjustment process was included to provide some relief from an otherwise rigid application of this formula.

In response to questions posed by the Board, the public and property owners who have come before you on appeal, it appears that some changes should be made to the Sewer Rent Law. I have asked the Village Attorney to prepare a draft local law that would give the Board the option of an administrative process thereby relieving it of the burden of hearing and determining such requests for adjustment, confirm that adjustments are for the time period that was billed by United Water and impose a deadline in which such requests must be made, and afford some discretion in the amount of the adjustment in the appropriate case while mindful of budgetary consequences.

**INFORMATION:**

- 1. Recruitments:** Actively underway in DPW, Police Department, and Fire Department.
- 2. Follow Up:** Village Attorney follow up report relating to public comments made at the July 21<sup>st</sup> BOT meeting.

Attachments

CC: Senior / Executive Staff  
Maryanne Veltri, Office Assistant  
File

AUTHORIZING THE COUNTY OF WESTCHESTER  
BOARD OF ELECTIONS TO CONDUCT THE VILLAGE ELECTION

On motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the following resolution is adopted by the Board of Trustees of the Village of Port Chester, New York:


WHEREAS, pursuant to New York State Election Law, Section 15-104(c), the Board of Trustees may adopt a resolution, subject to permissive referendum, providing that Village of Port Chester ("Village") Election shall be conducted by the County of Westchester Board of Elections; and

WHEREAS, the next Village Election is scheduled to be held on Tuesday, March 17, 2015 for the Mayor; and

WHEREAS, the Board of Trustees believes it is in the best interest of the Village for the County of Westchester Board of Elections to conduct the Village Election. Now, therefore, be it

RESOLVED, that pursuant to New York State Election Law, Section 15-104(c), the Village of Port Chester transfers the conduct of Village Election to the County of Westchester Board of Elections, subject to a permissive referendum pursuant to the provisions of Article 9 of the Village Law of the State of New York.

Approved as to Form:

  
Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Marino, Kenner, Ceccarelli and Mayor Paganò.  
**NOES:** None  
**ABSENT:** Trustee Terenzi.

**DATE:** June 16, 2014

RECEIVED  
BOARD OF ELECTIONS  
WESTCHESTER COUNTY, NY  
2014 JUN 18 AM 11:00

CERTIFICATION OF RECORDS

STATE OF NEW YORK)

SS:

COUNTY OF WESTCHESTER)

I, Janusz R. Richards, the undersigned Village Clerk of the Village of Port Chester, New York, DO HEREBY CERTIFY.

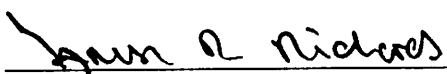
That I have compared the annexed copy of a resolution adopted by the Board of Trustees of the Village of Port Chester, New York on June 16, 2014, and that the same is a true and correct copy therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Port Chester, New York this 17th day of June, 2014.

Westchester County Board of Elections  
2014 Official 2014



**COPY** Westchester  
gov.com

  
Village Clerk,  
Village of Port Chester, New York

AUTHORIZING THE COUNTY OF WESTCHESTER  
BOARD OF ELECTIONS TO CONDUCT THE VILLAGE ELECTION

On motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the following resolution is adopted by the Board of Trustees of the Village of Port Chester, New York:

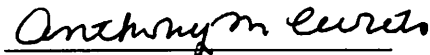
WHEREAS, pursuant to New York State Election Law, Section 15-104(c), the Board of Trustees may adopt a resolution, subject to permissive referendum, providing that Village of Port Chester ("Village") Election shall be conducted by the County of Westchester Board of Elections; and

WHEREAS, the next Village Election is scheduled to be held on Tuesday, March 17, 2015 for the Mayor; and

WHEREAS, the Board of Trustees believes it is in the best interest of the Village for the County of Westchester Board of Elections to conduct the Village Election. Now, therefore, be it

RESOLVED, that pursuant to New York State Election Law, Section 15-104(c), the Village of Port Chester transfers the conduct of Village Election to the County of Westchester Board of Elections, subject to a permissive referendum pursuant to the provisions of Article 9 of the Village Law of the State of New York.

Approved as to Form:

  
Anthony M. Cerreto, Village Attorney

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Marino, Kenner, Ceccarelli and Mayor Pagan

**NOES:** None

**ABSENT:** Trustee Terenzi.

**DATE:** June 16, 2014

**CERTIFICATION OF RECORDS**

STATE OF NEW YORK)

SS:


COUNTY OF WESTCHESTER)

I, Janusz R. Richards, the undersigned Village Clerk of the Village of Port Chester, New York, DO HEREBY CERTIFY.

That I have compared the annexed copy of a resolution adopted by the Board of Trustees of the Village of Port Chester, New York on June 16, 2014, and that the same is a true and correct copy therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Port Chester, New York this 17th day of June, 2014.

(Seal)

  
Village Clerk,  
Village of Port Chester, New York

RECEIVED  
BOARD OF ELECTIONS  
WESTCHESTER COUNTY, N.Y.  
2014 JUN 18 AM 10:58

Westchester County Board of Elections  
2014  
Official  
COPY  




VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, NY 10573

Janusz R. Richards  
Village Clerk

(914) 939-5202  
Fax: (914) 305-2560  
E-mail: [jrrichards@portchesterny.com](mailto:jrrichards@portchesterny.com)

August 5, 2014

Mr. Robert Meehan, County Attorney  
County of Westchester  
148 Martine Avenue  
White Plains, New York 10601

Re: Transfer of Village Election

Dear Mr. Meehan:

I am writing to you as the Election Officer for the Village of Port Chester.

Pursuant to the authority of Election Law, Section 15-104(1)(c), the Village Board of Trustees adopted the attached resolution on June 16, 2016 choosing to have the County Board of Elections conduct the Village Election.

We have not received a response from the Board of Elections who advised that the matter was referred to the Law Department. We were assured by Carol Arcuri of your office that we would receive a response on Friday so we would be able to advise the Village Board at their meeting last night.

To clarify an issue that was discussed with Ms. Arcuri, the Village's request would not include the 2016 Village Election which involves only the Trustees and, as such, is subject to a Consent Decree with the U.S. Department of Justice. If the Village should be unable to negotiate an amendment to the Consent Decree through a preclearance process, it will make request on the County to not conduct the 2016 Election only. In any event, the 2015 Village Election involving only the Mayor is not affected.

Given the time limitations in the statute, the Village must have an acknowledgment and determination from the County as soon as possible.

Thank you for your personal attention to this important matter.

Very truly yours,

Janucz R. Richards  
Village Clerk

JRR:mtv  
Attachment

WESTCHESTER COUNTY  
2014 AUG -5 P 12:42  
COUNTY ATTORNEY

## Steers, Christopher

---

**From:** Steers, Christopher  
**Sent:** Tuesday, August 12, 2014 9:16 AM  
**To:** 'John Faltings'; Ianni, Anthony  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo; Cherian, Paul; Finer, Lawrence; Dolph Rotfeld; Reid, Andrew; Dennis, Travers M.; Richard Dileonardo (rdileonardo@verdeelectric.com); Morabito, Rocky (DPW)  
**Subject:** RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

No digging, no permit.

Thanks John, let's get it done.

Christopher D. Steers, MPA, CFM  
Village Manager  
222 Grace Church Street  
Port Chester, NY 10573  
Phone (914) 939-2200  
Fax (914) 937-3169  
[CSteers@PortChesterNY.com](mailto:CSteers@PortChesterNY.com)

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**From:** John Faltings [mailto:jfaltings@gsinvestors.com]  
**Sent:** Monday, August 11, 2014 2:37 PM  
**To:** Ianni, Anthony; Steers, Christopher  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo; Cherian, Paul; Finer, Lawrence; Dolph Rotfeld; Reid, Andrew; Dennis, Travers M.; Richard Dileonardo (rdileonardo@verdeelectric.com)  
**Subject:** RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Thank You

Chris...see the question below regarding the requirement of pulling a permit by Con Ed  
John

John Faltings  
Vice President of Development & Construction  
211 E 43<sup>rd</sup> Street-25<sup>th</sup> Floor  
New York N.Y. 10017  
212-286-3300

---

**From:** Ianni, Anthony [mailto:IANNIA@coned.com]  
**Sent:** Monday, August 11, 2014 2:13 PM  
**To:** John Faltings; Steers, Chris (Pagano)  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo; Cherian, Paul; Finer, Lawrence; Dolph Rotfeld; Reid, Andrew; Dennis,

Travers M.

**Subject:** RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

John -

The work is scheduled for the week of the 25<sup>th</sup>.

Chris -

Con Edison will be replacing two sections of secondary cable on Westchester Avenue. We will NOT be performing any type of digging along this road. Would the Village still require that Con Edison take out a permit? Please let us know thanks.

Thanks,

**Anthony Ianni**

Westchester Public Improvement - Construction  
Con Edison Co. of N.Y.  
315 Old Sawmill River Road, Valhalla, NY 10595  
Phone: (914) 789-6636  
Cell: (646)483-5995

---

**From:** John Faltings [mailto:jfaltings@gsinvestors.com]

**Sent:** Friday, August 08, 2014 7:33 AM

**To:** Ianni, Anthony

**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo; Cherian, Paul

**Subject:** Re: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Thank you

The Village Board is interested in getting this completed prior to school being in session

Sent from my iPhone

On Aug 7, 2014, at 2:28 PM, "Ianni, Anthony" <IANNIA@coned.com> wrote:

John,

We'll have an update for you by Monday.

**Anthony Ianni**

Westchester Public Improvement - Construction  
Con Edison Co. of N.Y.  
315 Old Sawmill River Road, Valhalla, NY 10595  
Phone: (914) 789-6636  
Cell: (646)483-5995

---

**From:** John Faltings [mailto:jfaltings@gsinvestors.com]

**Sent:** Wednesday, August 06, 2014 3:22 PM

**To:** Ianni, Anthony

**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo; Cherian, Paul

**Subject:** RE: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Anthony

What is the status of this work?

The Village is asking constantly

John

John Faltings  
Vice President of Development & Construction  
211 E 43<sup>rd</sup> Street-25<sup>th</sup> Floor  
New York N.Y. 10017  
212-286-3300

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**From:** John Faltings  
**Sent:** Friday, July 18, 2014 12:46 PM  
**To:** Ianni, Anthony  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo; Cherian, Paul  
**Subject:** RE: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Anthony  
Attached is the executed agreement.. as required. Please let me know when your work will start and be completed  
Thanks  
John

John Faltings  
Vice President of Development & Construction  
211 E 43<sup>rd</sup> Street-25<sup>th</sup> Floor  
New York N.Y. 10017  
212-286-3300

---

**From:** Ianni, Anthony [<mailto:IANNIA@coned.com>]  
**Sent:** Thursday, July 17, 2014 9:05 AM  
**To:** John Faltings  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo; Cherian, Paul  
**Subject:** RE: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

John,

Attached is agreement I mentioned in my earlier email. Please sign and return it at your earliest convenience.

Thanks,

**Anthony Ianni**  
Westchester Public Improvement - Construction  
Con Edison Co. of N.Y.  
315 Old Sawmill River Road, Valhalla, NY 10595  
Phone: (914) 789-6636  
Cell: (646)483-5995

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**From:** John Faltings [<mailto:jfaltings@gsinvestors.com>]  
**Sent:** Monday, July 14, 2014 11:51 AM  
**To:** Ianni, Anthony; Cherian, Paul  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo  
**Subject:** RE: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Anthony

OK. I sent an email on July 8<sup>th</sup> 2014 which said exactly that. If I need to sign something then please forward it to me. What is the schedule for the work ?

Thanks  
John

John Faltings  
Vice President of Development & Construction  
211 E 43<sup>rd</sup> Street-25<sup>th</sup> Floor  
New York N.Y. 10017  
212-286-3300

---

**From:** Ianni, Anthony [<mailto:IANNIA@coned.com>]  
**Sent:** Monday, July 14, 2014 11:42 AM  
**To:** John Faltings; Cherian, Paul  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo  
**Subject:** RE: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

If you agree to the work we will setup a simple agreement for signature. After that is in place, we will proceed with the work.

So we are currently waiting for your response.

Thanks,

**Anthony Ianni**

Westchester Public Improvement - Construction  
Con Edison Co. of N.Y.  
315 Old Sawmill River Road, Valhalla, NY 10595  
Phone: (914) 789-6636  
Cell: (646)483-5995

---

**From:** John Faltings [<mailto:jfaltings@gsinvestors.com>]  
**Sent:** Monday, July 14, 2014 11:40 AM  
**To:** Ianni, Anthony; Cherian, Paul  
**Cc:** Doug Riley; Gregg Wasser; Thomas Arlo  
**Subject:** FW: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

All

Is Con Ed proceeding with this work as approved by me in the email below? What is the timing of this work?

John

John Faltings  
Vice President of Development & Construction  
211 E 43<sup>rd</sup> Street-25<sup>th</sup> Floor  
New York N.Y. 10017  
212-286-3300

---

**From:** John Faltings  
**Sent:** Tuesday, July 08, 2014 10:53 AM

**To:** 'Cherian, Paul'  
**Cc:** Thomas Arlo  
**Subject:** RE: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Paul

We wish to proceed with the work ...cost approximately \$15,000 per your email below  
Can this be expedited as a public project?

Let me know

Thanks

John

John Faltings  
Vice President of Development & Construction  
211 E 43<sup>rd</sup> Street-25<sup>th</sup> Floor  
New York N.Y. 10017  
212-286-3300

---

**From:** Cherian, Paul [<mailto:CHERIANP@coned.com>]  
**Sent:** Friday, June 13, 2014 8:22 AM  
**To:** John Faltings; Ianni, Anthony  
**Cc:** Finer, Lawrence; Thomas Arlo; Dolph Rotfeld; Gregg Wasser; Chris Steers; Doug Riley; Cherian, Paul  
**Subject:** RE: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

John;

We understand that you are providing new traffic signal, for the Village of Portchester as a conditional requirement by the Village, for your overall development project.

Therefore the funding for the traffic signal work is provided by you, which is private funding.

Since the project is funded by private money, we will require compensation to modify our facilities to accommodate your project. We have to follow the guide line stipulated by the PSC, because we are a regulated utility.

Even though we have provide an estimate for approximately \$15,000, we can bill you based on our actual expenditure which could end up being lesser than the estimated amount. However, we will have to establish a simple agreement to move this forward.

Please let us know how you want to proceed. If you still want to Anthony and I, please let us know your convenience.

---

**From:** John Faltings [<mailto:jfaltings@qsinvestors.com>]  
**Sent:** Thursday, June 12, 2014 2:31 PM  
**To:** Ianni, Anthony  
**Cc:** Cherian, Paul; Finer, Lawrence; Thomas Arlo; Dolph Rotfeld; Gregg Wasser; Chris Steers; Doug Riley  
**Subject:** FW: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Dear Mr. Iannia

Your email to my engineer Mr. Thomas Arlo of Dunn Engineering ( copy below)indicates that the cost of relocation of the electrical lines which are in conflict with the new traffic signal is the responsibility of the private developer. This project is a municipal project and as such there should be no cost associated with the relocation of these cables

Please call me at your earliest convenience. We are anxious to resolve this and complete the work for the Village  
Thank You  
John

John Faltings  
Vice President of Development & Construction  
211 E 43<sup>rd</sup> Street-25<sup>th</sup> Floor  
New York N.Y. 10017  
212-286-3300

---

**From:** Thomas Arlo [<mailto:thomas.arlo@verizon.net>]  
**Sent:** Monday, April 28, 2014 8:21 AM  
**To:** John Faltings  
**Subject:** Fwd: RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

Hello John,

I'm thinking that we want to wait for the estimate. Have you spoken with Dolph?

Regards,

Tom Arlo  
Dunn Engineering Associates  
516 - 431 - 3811

----- Original Message -----

**Subject:**RE: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>  
**Date:**Sun, 27 Apr 2014 19:14:04 +0000  
**From:**Ianni, Anthony <[IANNIA@coned.com](mailto:IANNIA@coned.com)>  
**To:**Thomas Arlo <[thomas.arlo@verizon.net](mailto:thomas.arlo@verizon.net)>  
**CC:**Dolph Rotfeld ([dolph@drepc.com](mailto:dolph@drepc.com)) <[dolph@drepc.com](mailto:dolph@drepc.com)>, Cherian, Paul <[CHERIANP@coned.com](mailto:CHERIANP@coned.com)>  
Finer, Lawrence <[FINERLA@coned.com](mailto:FINERLA@coned.com)>

Tom,

As discussed at our last field meeting, in order to install the new traffic signals, necessary adjustments to our overhead system will be required. The cost of these adjustments will be the responsibility of the private developer funding the redevelopment project. Please make sure all the necessary parties are aware of this. I will follow up with a cost estimate.

Thank you,  
Anthony Ianni  
Westchester Public Improvement - Construction  
Con Edison Co. of N.Y.  
315 Old Sawmill River Road, Valhalla, NY 10595  
Phone: (914) 789-6636  
Cell: (646) 483-5995

-----Original Message-----

From: Thomas Arlo [<mailto:thomas.arlo@verizon.net>]

Sent: Thursday, April 10, 2014 3:13 PM

To: Ianni, Anthony

Subject: Port Chester - Westchester Ave. - Broad/Pearl <External Sender>

EXTERNAL SENDER. Do not click on links if sender is unknown and never provide user ID or password.

Hello Anthony,

We look forward to meeting you tomorrow on the northwest corner of one of the two subject intersections to discuss secondary clearances. I'll call again tomorrow to confirm 1:30 PM, 04/11/14.

Thanks,

Tom Arlo  
Dunn Engineering Associates  
516 - 431 - 3811



# Village of Port Chester

## Office of the Village Attorney

### MEMORANDUM

---

TO: Mayor and Board of Trustees

THRU: Christopher D. Steers, Village Manager

FROM: Anthony M. Cerreto

DATE: August 15, 2014

RE: Andrea Granata

---

At the July 21, 2014 Board of Trustees meeting, Village resident Andrea Granata made certain statements with regard to “retaliation”.

Although Ms. Granata has the right under the 1st Amendment to petition the Board for redress of grievances, such statements were significant enough so to warrant a formal response from Village staff so that the Board may be satisfied whether any action is necessary.

The Village Manager has included a report from the Building Inspector which sets forth the facts as to the interaction of Ms. Granata and the Building Department. They amply demonstrate staff’s compliance with legal requirements, and evidence a high level of courtesy and assistance afforded her over an extended period of time.

Ms. Granata does not point to any evidence, not give any facts demonstrating an improper motive by Village staff or that staff did anything improper such that would have a chilling effect on her ability to engage the Board.

I do not believe any further comment from my office is necessary or appropriate.

## **Follow up to public statements made during the July 21<sup>st</sup> 2014 Board of Trustees Meeting**

Upon review of the video from the Board of Trustees July 21 2014 meeting, Ms. Andria Granata made several statements such as “things look retaliatory” and that she is “the perfect example of retaliation.” In addition, she said that “she gets the run-around” and that government “is intimidating.” In response to Ms. Granata’s comments, the accusations of retaliation are inflammatory, inaccurate and can be misleading to the members of the public that are watching the board meeting. Ms. Granata is always and has always been accommodated, in many cases, much more than other taxpayers; further, she has been treated with the utmost respect as we have worked with her to correct the violations on her property.

Her statements are belied by the facts. I offer the following report which is in detailed, chronological order of Village staff’s interaction with Ms. Granata:

- 1/23/2012: Email to Ms. Granata indicating that a CO for her pool and spa will be issued despite survey indicating that her shed is too close to the property line and in violation.
- 8/22/2013: Received complaint, 17 Mitchell Pl. Overgrown weeds, tarp holding water on pool and shed missing roof. Complaint registered, NOV issued.
- 9/4/2013: Complaint received by Ms. Granata, 11 Mitchell Pl. regarding fence that is too high, rusty shed against property. Complaint registered and assigned on 9/4/2013 and investigated, NOV issued.
- 11/18/2013: Received complaint, 11 Mitchell Pl. deck constructed w/o permit. Complaint registered and assigned on 11/19/2013, NOV issued.
- 12/21/2013: Complaint received by Ms. Granata, 17 Mitchell Pl. Front and side fence in violation. Complaint registered and assigned on 12/26/2013.
- 12/21/2013: Complaint received by Ms. Granata, 15 Mitchell Pl. Shed, fencing and child play structure in violation. Complaint registered and assigned on 12/26/2013.
- 12/26/2013: Complaint received by Ms. Granata, 15 Mitchell Pl. driveway possibly extended w/o permit. Complaint registered and assigned on 12/26/2013.
- 12/26/2013: Complaint received by Ms. Granata, 17 Mitchell Pl. Spa and stone has diverted run-off to her yard. Complaint registered and assigned on 12/26/2013.
- Sunday 1/19/2014: Received email from Ms. Granata requesting information regarding the installation of a 70 sq. ft. if it can be installed on the rear of her home. Despite the numerous claims that she didn’t receive a response. An email response was sent to her on 1/21/2014 indicating that a shed (the one she provided) against her home in the rear is fine.
- 2/4/2014: Email received by Ms. Granata requesting an update on complaints. 2/5/2014: Responded that complaints were received and will be disseminated in an order of priority.
- 2/10/2014: FOIL request 11 Mitchell
- 2/10/2014: FOIL request 15 Mitchell
- 2/10/2014: FOIL request 17 Mitchell
- 2/14/2014: Letter to Ms. Granata indicating receipt of FOIL request(s) and she will be notified on 3/18/2014
- 3/11/2014: Email received from Ms. Granata requesting complaint status.
- 3/13/2014: Email response indicating that complaints were received, process and prioritized appropriately. In addition that she clarify her complaints in the future.
- 3/14/2014: Letter sent acknowledging FOIL request of complaints and that she fill out the form with addresses if the request is to view files, she was informed that complaints are available on our website without the need to FOIL.
- Saturday 3/15/2014: Received email requesting FOIL submission “what should be included.”

- Saturday 3/15/2014 @ 7:51pm: Responded same day, clarified and assisted Ms. Granata how and what information to provide in a FOIL request.
- 3/17/2014: Email sent indicating that all files for (3) properties are ready to view to schedule an appointment at her convenience.
- 3/25/2014: Received call to cancel 3/26/2014 appointment. Appointment rescheduled for 4/1/2014.
- 4/1/2014: Files viewed for 11, 15 & 17 Mitchell St.
- 4/2/2014: Received FOIL request for 50 Upland St.
- 4/2/2014: Email sent by Village Clerk denying request indicating that it does not reasonably particularize the records being sought.
- 4/3/2014: Received revised FOIL request.
- 4/4/2014: Letter sent to Ms. Granata indicating that additional files are ready, to make an appointment at her convenience. Letter also updated her regarding how many files she already viewed.
- 4/10/2014: FOIL request received
- 4/10/2014: 2<sup>nd</sup> FOIL request received, same day.
- 4/16/2014: Letter sent to Ms. Granata indicating that the additional FOIL requests will be added to her original FOIL requests in the order that we received. Letter also reminded her that the letter on April 4<sup>th</sup> indicated that files pertaining to her FOIL request were ready and that she hasn't scheduled any additional appointments, 2<sup>nd</sup> reminder.
- 4/17/2014: Ms. Granata failed to appear at the zoning board meeting. The ZBA had adjourned the matter for four months to give Ms. Granata time to relocate the shed within the rear yard setback. However, she did not do that. The ZBA denied the application. She did not challenge the ZBA's determination.
- 4/25/2014: Received email from Ms. Granata asking what the delay was with her FOIL request.
- 4/25/2014: Email response sent to her indicating that there is no delay, several letters were sent to her including a follow-up letter/ reminder on 4/16/2014 to schedule an appointment at her convenience.
- 4/29/2014: Letter received by Village to Mr. Steers, Building Department CC'd from Ms. Granata. Appealing the denial of her FOIL. Ms. Granata was never denied access.
- 4/29/2014: Email received by Ms. Granata requesting clarification whether she requires permission to file an appeal regarding a FOIL request.
- 4/29/2014: Email sent to Ms. Granata indicating that no appeal was needed and that she was never denied access to any files. The only delay is her failure to schedule appointments and that we have made every attempt to contact her by email and letters sent to her home reminding her of her request(s). In addition, she requested the same extensions that everyone else receives. In the same email, it was indicated that she received a 27 month extension prior to complaints generated from her neighbor. In addition, the ZBA granted her (4) additional months for bad weather, the same her neighbor received. Letter also reminded her that complaints are available to view online.
- 5/1/2014: Received email from Ms. Granata requesting an appointment.
- 5/1/2014: Responded via email indicating that appointment is confirmed for 5/5/2014. Email also indicated that files have been ready for the past month and that we have sent her numerous letters reminding her of the availability of the files with no response.
- 5/5/2014: Appointment fulfilled, all files pertaining to (3) separate properties were provided.
- 5/5/2014: Letter sent to Ms. Granata indicating that at her convenience, additional files are ready. Letter also updated her as to the property files she has already viewed.
- 5/5/2014: Two anonymous complaints received on the Code Enforcement Hotline regarding possible illegal basement apartments. The addresses are 169 Hobart Ave & 22 Burdsall Dr. (Granata's home)

169 Hobart Ave was investigated and issued a Request for Entry. Homeowner complied and scheduled an appointment. To date, no action has been taken on 22 Burdsall Dr. Ms. Granata's home.

- 5/7/2014: received a call from Robert Freeman, Department of State Open Government Division. He indicated that he was responding to a complaint by Ms. Granata regarding her FOIL requests being ignored.
- 5/8/2014: Called Mr. Freeman and discussed FOIL requests and provided him with all correspondences regarding Ms. Granata's FOIL requests. He indicated that "we were doing more than what is required and further, it's not acceptable for a person to overload a department with multiple requests." Mr. Freeman agreed that we were following the letter of the law.
- 5/8/2014: Received an email from the Department of State, Mr. Freeman indicating that after he has reviewed all correspondences, he indicated that the Village of Port Chester are acting in a manner that is consistent with law. Email was also CC'd to Ms. Granata.
- 5/13/2014: Letter sent by Chris Steers denying her appeal that there is no basis and that she has not been denied access to files. Ms. Granata did not challenge the Manager's determination.
- 5/14/2014: 10:34 am, received an email requesting to view files on 5/16/2014 & 5/19/2014.
- 5/14/2014: 2:00 pm, FOIL appointment, all files pertaining to (3) separate addresses provided.
- 5/15/2014: Email sent to Ms. Granata confirming her request and asking her to try to schedule appointments more in advance.
- 5/16/2014: 3:00 pm, FOIL appointment, all files pertaining to (3) separate addresses provided.
- 5/16/2014: CEO Mike Panella attempted to serve Ms. Granata, she refused and threw the papers back at CEO Panella.
- Sunday 5/18/2014: Email received from Ms. Granata requesting that she be able to reschedule her Monday 5/19/2014 appointment and that she will contact the office when she is able to re-schedule. Appointment was rescheduled for 6/2/2014.
- 5/23/2014: Complaint received via email by Ms. Granata regarding a shed located at 15 Mitchell Pl.
- 5/23/2014: 9:10 am, email response to Ms. Granata answering code questions pertaining to sheds, accessory structures and play houses. Email explained to her that a shed is only in violation if we can determine whether a structure is too close to the property line by a survey. The only reason that we were able to assess that your shed was in violation is because it indicated such on the survey that she provided.
- 5/29/2014, 6:41 am received an email from Ms. Granata indicating that she needs to change appointment to 6/2/2014.
- 5/29/2014: Appointment rescheduled.
- 6/2/2014: Received email 4:31 am requesting to change the 6/2/2014 appointment to June 3<sup>rd</sup> 4pm. Appointment granted.
- 6/3/2014: 4:00 pm, FOIL appointment, all files pertaining to (3) separate addresses provided.
- 6/9/2014: 10:06 am, office received a call from Ms. Granata requesting an inspection.
- 6/9/2014: 10:06 am, instructed staff to return call and schedule.
- 6/9/2014: 10:11 am, called Ms. Granata, no answer, left message.
- 6/12/2014: 4:25 am received an email requesting an appointment for that same day at 4pm.
- 6/12/2014: Appointment with Village Staff (Chris Steers, Village Manager; Mayor Neil Pagano; Village Attorney, Tony Cerreto; Peter Miley, Building Inspector and Ms. Granata). The appointment lasted over 1 ½ hrs.
- 6/13/2014: 7:54 am. Email response to indicating that I could not schedule her appointment with such short notice the slot she requested was full. Ms. Granata was asked, are there other days that you are available?

- 6/13/2014: Ms. Granata indicated that there was a death in her family and needed to cover extra shifts, she would be available June 25<sup>th</sup> but she will let us know as time approaches. She thanked me for my time yesterday.
- No additional correspondence or requests since, Ms. Granata failed to show on 6/25/2014.
- 7/21/2014: Public comments at Board Meeting as above. In addition Ms. Granata indicated that a letter that she received from Peter Miley stating that her neighbors shed is in compliance. However, this is quite the contrary; her neighbor received the same NOV and he removed the violation.
- 7/28/2014: Email to S. Velardo Asst. Build. Inspector requesting an appointment to view files on 7/31/2014 at 4pm, appointment confirmed.
- 7/31/2014: 4:00 pm, FOIL appointment, all files pertaining to (3) separate addresses provided.

# DISCUSSION



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Police Department

**BOT Meeting Date:** 8/18/2014

**Item Type:** Resolution

**Sponsor's Name:** Richard F. Conway, Chief Police

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	x
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	Public Safety		
Agreement	<input type="checkbox"/>	x	<b>Manager Priorities</b>		
Strategic Plan Related	<input type="checkbox"/>	x	Other		

**Agenda Heading Title**  
*(Will appear on the Agenda as indicated below)*

Police Department Promotions

**Summary**

**Background:** At present, the Port Chester Police Department has a critical deficiency in supervisory personnel. This is most readily apparent in the position of Lieutenant. The Department's current roster has four Lieutenants, a shortfall of three positions from the budgeted level of seven. This shortfall is problematic in several ways, most prominent among them;

- Patrol squads one, three, and five are without a Lieutenant. They are supervised by a single Sergeant, with weekend assistance of a Lieutenant from another squad, or a Sergeant on overtime. This disrupts the unity of command, and prevents the command staff from fixing responsibility for squad performance.
- With three of five patrol squads without a Lieutenant, Sergeants are required to perform as both desk officer and patrol supervisor. This has reduced the level of supervision applied to officers at the level of execution.

- The overtime costs of this shortage are mounting. In the first two weeks of August 2014, a total of 137 hours of supervisory overtime was expended
- The failure to fill vacant Lieutenant positions is beginning to have a negative impact on morale

<b>Proposed Action</b>
------------------------

**That the Board of Trustees adopt the Resolution**

In order to alleviate the problems formed by the open Lieutenants positions, a full promotional cycle is required. I recommend the following steps be taken as soon as possible;

1. Promote three Sergeants from the current list to the rank of Lieutenant. This action would cause a loss of three Sergeants and thus require us to;
2. Promote three Police Officers from the present list to the rank of Sergeant. This will bring the squads up to full supervisory staffing and would allow each of the five patrol squads to maintain unity of command with both a commanding and executive officer. This action will cause a loss of two Detectives, and thus require the;
3. Promotion of two Police officers to the rank of Detective

<b>Attachments</b>
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# CORRESPONDENCE

Emailed Janusz for BOT mtg.

August 6, 2014

VILLAGE OF PORT CHESTER

AUG 07 2014

RECEIVED M

To Whom It May Concern,

I am requesting the approval of our Annual Breckenridge Avenue Block Party for Saturday September 13, 2014 with a raindate of Sunday September 14, 2014 from 3:00p.m. to 11:00p.m. from Irving Avenue to the Irenhyl Ave. Please contact Lisa Dileo at 914-937-3917 with any questions or concerns.

Thank You

Lisa Dileo

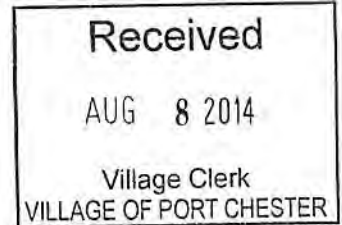
91 Breckenridge Avenue

914-937-3917



# Mellor Engine & Hose Co. No 3, Inc.

P.O. BOX 575  
PORT CHESTER, NEW YORK 10573



Leslie J. Murphy, *President*  
Christopher Sandor, *Vice President*  
John Colucci, *Treasurer*  
Donna Gordiski, *Secretary*

Fred Meyers, *Captain*  
Luis Marino, *1<sup>st</sup> Lieutenant*  
Jesus Hernandez, *2<sup>nd</sup> Lieutenant*  
Frank Gordiski, *Sergeant*  
Peter Mutz, *Chief Driver*

August 6, 2014

Village of Port Chester  
Village Clerk  
222 Grace Church St.  
Port Chester, New York 10573

To whom it may concern:

The members of Mellor Engine & Hose Company #3, Inc. have elected Mr. Ernest Tigani to active membership in our company. This action took place during our regular monthly meeting on August 4, 2014.

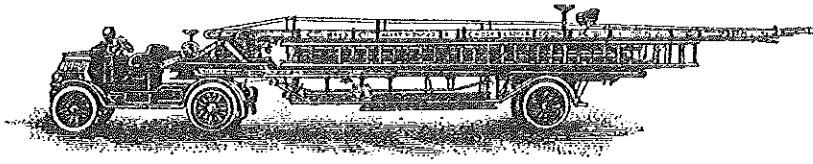
Mr. Ernest Tigani resides at 340 South Regent St, Port Chester, NY. We believe that Mr. Tigani will be an asset to the Port Chester Fire Department. Upon completion of the necessary physical exam requirement Mr. Tigani will present a copy of this letter to your office.

We hope the Village Trustees approve Mr. Tigani for membership in the Port Chester Fire Department.

Also, Mr. Tigani a former member of the Department would like to retain his badge #1727 which he has in his possession.

Sincerely,

Donna C. Gordiski  
Secretary of Mellor E&H Co. #3



HARRY HOWARD HOOK & LADDER CO. NO. 1  
PORT CHESTER, N.Y. 10573

August 6, 2014

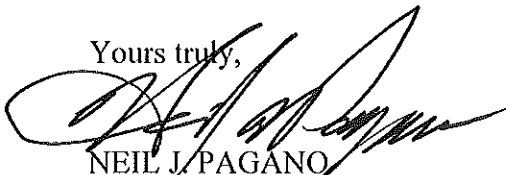
Honorable Mayor Neil J. Pagano and  
Members of the Village Board of Trustees  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573  
Attn: Janusz Richards – Village Clerk

**Re: New Member – Brett Atkinson**

Gentlemen:

The purpose of this letter is to inform you that on August 5, 2014, during the regularly scheduled monthly meeting of Harry Howard Hook & Ladder Company #1, the Company voted to accept Brett Atkinson 21 Spezzano Dr, Riverside, CT 06878 into membership.

Yours truly,



NEIL J. PAGANO  
Secretary



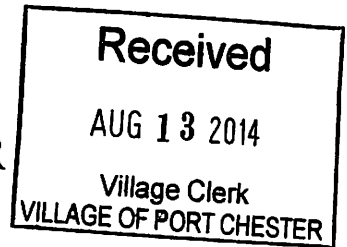
# VILLAGE OF PORT CHESTER

## Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com



TO: Mayor and Board of Trustees  
c/o Village Clerk  
Village of Port Chester  
222 Grace Church Street  
Port Chester, N.Y. 10573

### APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, ~~I~~  
H & H Property Corp, residing at 90 M RAVIKOFF ASSOC.  
33 New Broad St, hereby make hereby make application and appeal  
to the Board of Trustee for review with regard to the attached sewer rent bill dated \_\_\_\_\_  
5/20/14 & 6/30/14 for the period from 6-1-13 to 6-27-14 for  
service located at the property at 211 IRVING AVE Port  
Chester, New York, also designated as Section 142.22 Block 1 and  
Lot 37 on the Tax Map of the Town of Rye.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
- That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

- Pools, supply a copy of the Certificate of Occupancy (available at the Port Chester Building Department), and documentation of the capacity of the pool.
  - Hot tubs/like kind, provide documentation of the make and model of your unit.

Howard Blumoff

Signature of owner

914 934 2424

Phone # of Owner

7.23.14

Date

Note

- You may apply for only one billing period at a time.
- You have 30 days from the date of receipt of your bill to file a grievance.
- An incomplete application will be denied.

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**FOR VILLAGE USE ONLY**

Date of Receipt: \_\_\_\_\_

Date of Referral to Staff: \_\_\_\_\_

Date of Report and Recommendation: \_\_\_\_\_ (copy annexed):

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**DETERMINATION**

Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of \_\_\_\_\_

The village will credit no more than the value of the volume of one pool/hot tub/etc fill per year. (\*Note Pools cannot be lawfully drained into the storm system without permits)

- Sprinkler systems, provide evidence of the make/model/flow capacity of your system and provide historical water consumption documentation demonstrating seasonal increases.
  - Any other substantial consumption activities will be considered on a case by case basis.
3.  Other. Please describe below.

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# **H & H Property Corp.**

33 New Broad Street  
Port Chester, NY 10573

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Phone 914-934-2424

Fax 914-937-5186

Mayor and Board of Trustees  
c/o Village Clerk  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

Re: Appeal SEWER RENT, 211 Irving Avenue

August 7, 2014

To Whom It May Concern,

211 Irving Avenue is a commercial building with 3 tenants. There is 1 water meter monitored by United Water Westchester. As landlords we have installed 2 sub-meters, 1 each for the Bagel Emporium and New Look beauty Salon. These sub-meters are monitored by the Landlord and used to measure their corresponding water usage.

Bagel Emporium calculates that 90% of the water measured does not go back down the drain into the sewer system. See attachment. 90% of the water measured goes into their product and out the door. We present that we should pay only 10% of their use.

New Look Salon calculates 40% of the water measured does not go back down the drain in to the sewer system. See attachment. They sight the use of towels and hair dryers as evidence that the water is not going down the drain. We present that we should pay only 60% of their use.

Using historical data New look Salon water use measures 4227 cubic feet in 6 months and 8454 cubic feet in 12 months.

Bagel Emporium water use measures 46931 cubic feet in 6 months and 93862 cubic feet in 12 months.

Total water usage measured by United Water Westchester for the entire building consisting of 3 tenants is 64200 cubic feet for 6 months and 128400 cubic feet for 12 months.

Total water measured minus Bagel Emporium use minus New Look Salon use is as follows:

128400-93862-8454=26084

26084 cubic feet we should be billed for 100%

93862 we should be billed for 10% (9386)

8454 we should be billed for 60% (5072)

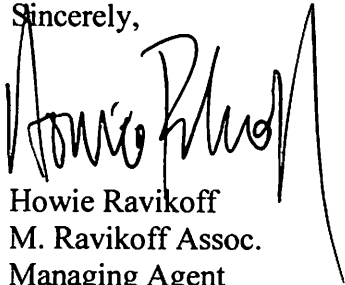
We present that we should be billed for 40542 cubic feet or 31% of the total water measured by United Water Westchester.

Billing date 5/20/2014 \$1,341.62 x 31% = \$415.90

Billing date 06/30/14 \$461.63 x 31% = \$143.10

We ask that a process should be enacted to keep these more accurate calculations in place moving forward for 1 year or more without having to submit a grievance application upon receipt of each and every bill saving all people, businesses, Village Boards and personnel substantial time.

Sincerely,



Howie Ravikoff  
M. Ravikoff Assoc.  
Managing Agent  
H&H Property Corp  
211 Irving Avenue  
Port Chester, NY 10573

# *The Bagel Emporium of Port Chester*

211 IRVING AVENUE  
PORT CHESTER, N.Y. 10573

To: M. Ravikoff Associates, Inc.

Subject : Sewer Tax

Dear Howard,

Our business is a bagel store. Approximately 90 % of the water that my business uses **does not** go back down into the drain but rather is used to make bagels that are delivered to our customers.

Regards,



Michael Rozins - President

***New Look Beauty Salon  
211 Irving Avenue  
Port Chester, NY 10573  
Tel. 914-934-8354***

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July 29, 2014

RE: Sewer Rent Tax

To Whom It May Concern:

Please be advised that we are a beauty Salon. We believe that 40% of the water that comes out of the tap does not go down the drain. If all water went down the drain we would not need towels and hair dryers. Also the barbers use spray bottles for haircuts and for shaving, we use water to water the plants, for drinking, cleaning, making coffee and tea.

For further information, please contact me at 914-934-8354.

Sincerely,



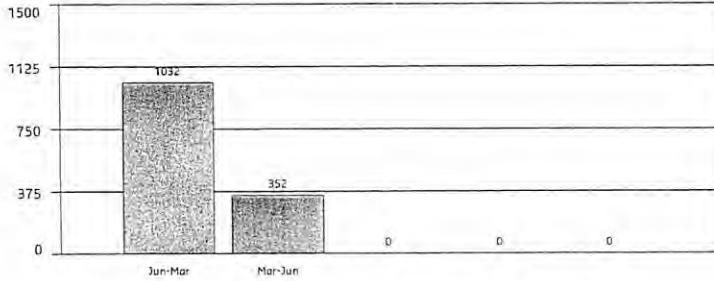
Lidia Adames  
Owner



**VILLAGE OF PORT CHESTER SEWER RENT**  
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801  
 Telephone: 888-876-1672  
 www.unitedwater.com

**USAGE HISTORY**  
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 09/29/2014

**Billing Date:** 06/30/14  
**Account Number:** 07908055938844

Previous Balance	\$1,341.62
Payments Through 06/30/14 <i>THANK YOU</i>	\$1,341.62CR
Balance Forward	\$0.00
Current Charges Due 07/24/2014	\$461.63
<b>TOTAL AMOUNT DUE</b>	<b>\$461.63</b>

\*PAY BY 07/25/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: H & H PROPERTIES

SERVICE ADDRESS: 211 IRVING AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
93336287	03/27/14	06/27/14	92	0865	1217	352	CCF	ACTUAL	SWQ
						EQUIVALENT TO		263,296 GALLONS	

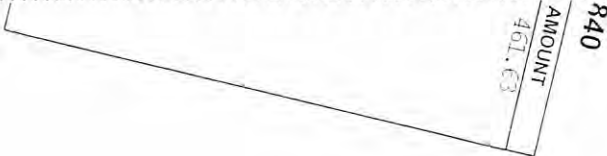
103.3043 @ \$1.338999 SEW RENT \$138.32  
 248.6957 @ \$1.30002 SEW RENT \$323.31  
**TOTAL CURRENT CHARGES \$461.63**

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

**IMPORTANT MESSAGES**

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period.  
 Effective June 1, 2014, the sewer rent changes from \$1.30002 to \$1.338999 per CCF.

0 0 0 0 RE 453444 PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE, PROVIDED. 079

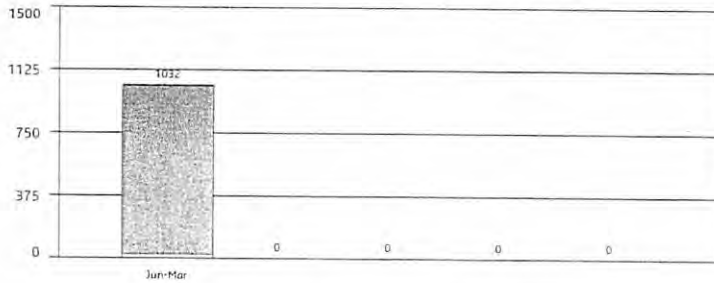




**VILLAGE OF PORT CHESTER SEWER RENT**  
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801  
 Telephone: 888-876-1672  
 www.unitedwater.com

**USAGE HISTORY**  
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/30/2014

<b>Billing Date:</b>	05/20/14
<b>Account Number:</b>	07908055938844
Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$1,341.62
<b>TOTAL AMOUNT DUE</b>	<b>\$1,341.62</b>

\*PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: H & H PROPERTIES

SERVICE ADDRESS: 211 IRVING AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
92910402	06/01/13	07/11/13	40	0439	0606	167	CCF	PRORATED ACTUAL	SWQ
93336287	07/11/13	03/27/14	259	0000	0865	865	CCF	METER CHANGE	SWQ
						EQUIVALENT TO		771,936 GALLONS	

SEW RENT 1,032.0000 @ \$1.30002                      \$1,341.62  
 TOTAL CURRENT CHARGES                                      \$1,341.62

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

**IMPORTANT MESSAGES**

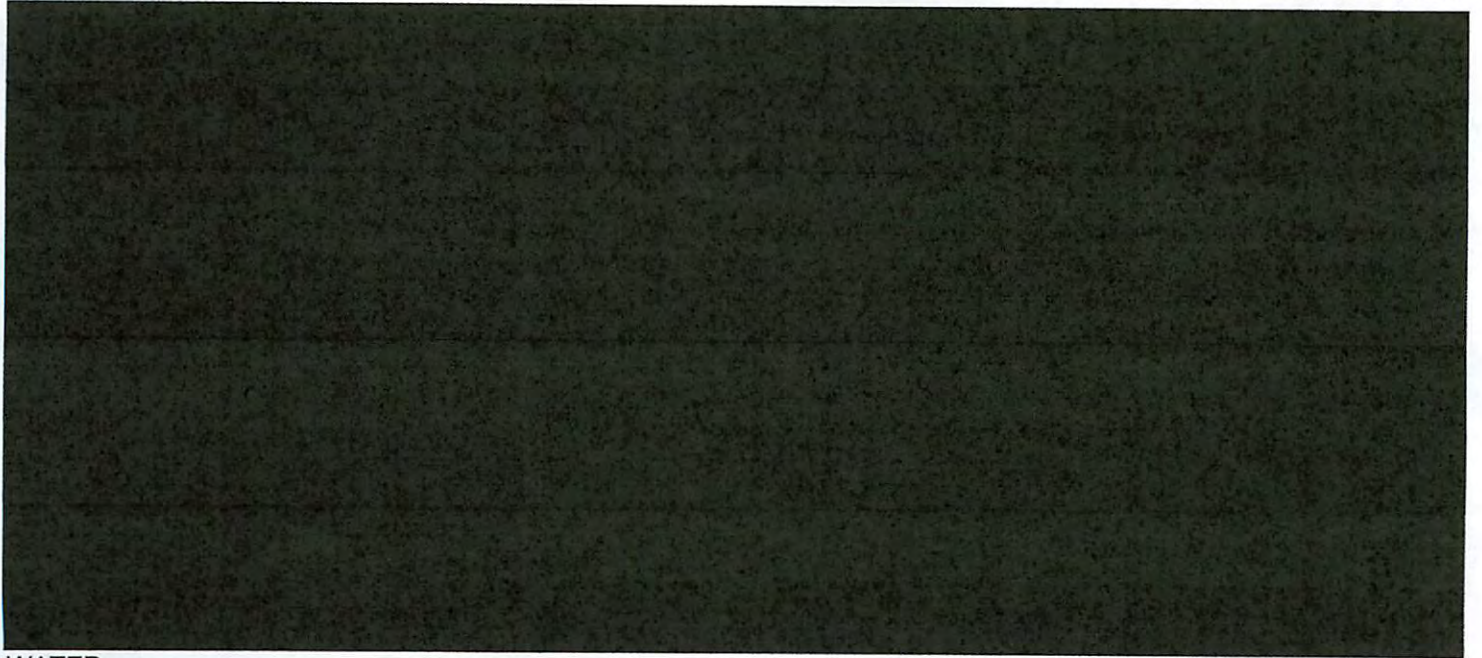
SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period. This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.

0 0 0 0 RE

446407

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED.

52	597	1,341.62	AMOUNT
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WATER

Reading on: 1/6/2014

Reading on: 7/1/2014

002095.0 Cubic Feet

006322.0 Cubic Feet

4,227 Cubic Feet

jan

feb

mar

apr

may

jun

jul

aug

\$1,539.25 sept

32800

oct

nov

\$1,546.39 dec

31400

\$3,085.64 TOTAL

64200

rate

\$0.0481

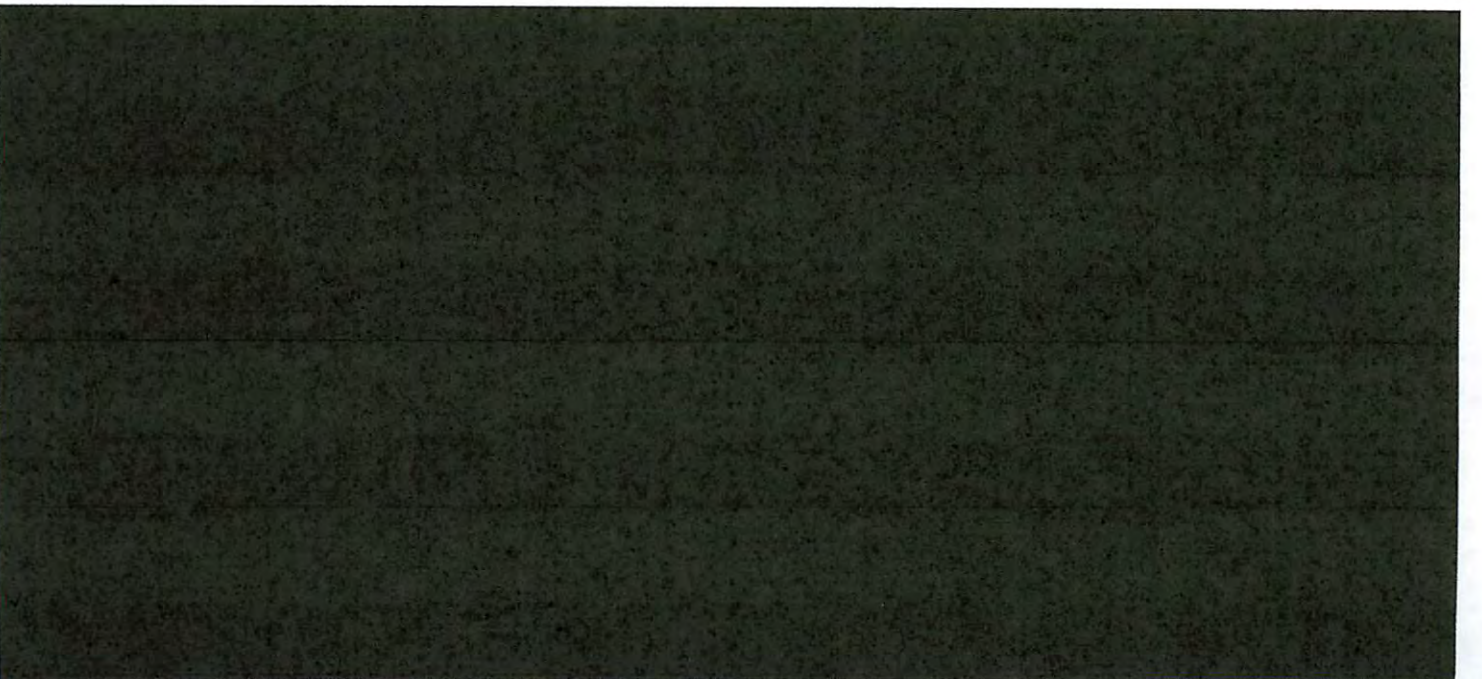
\$27.16

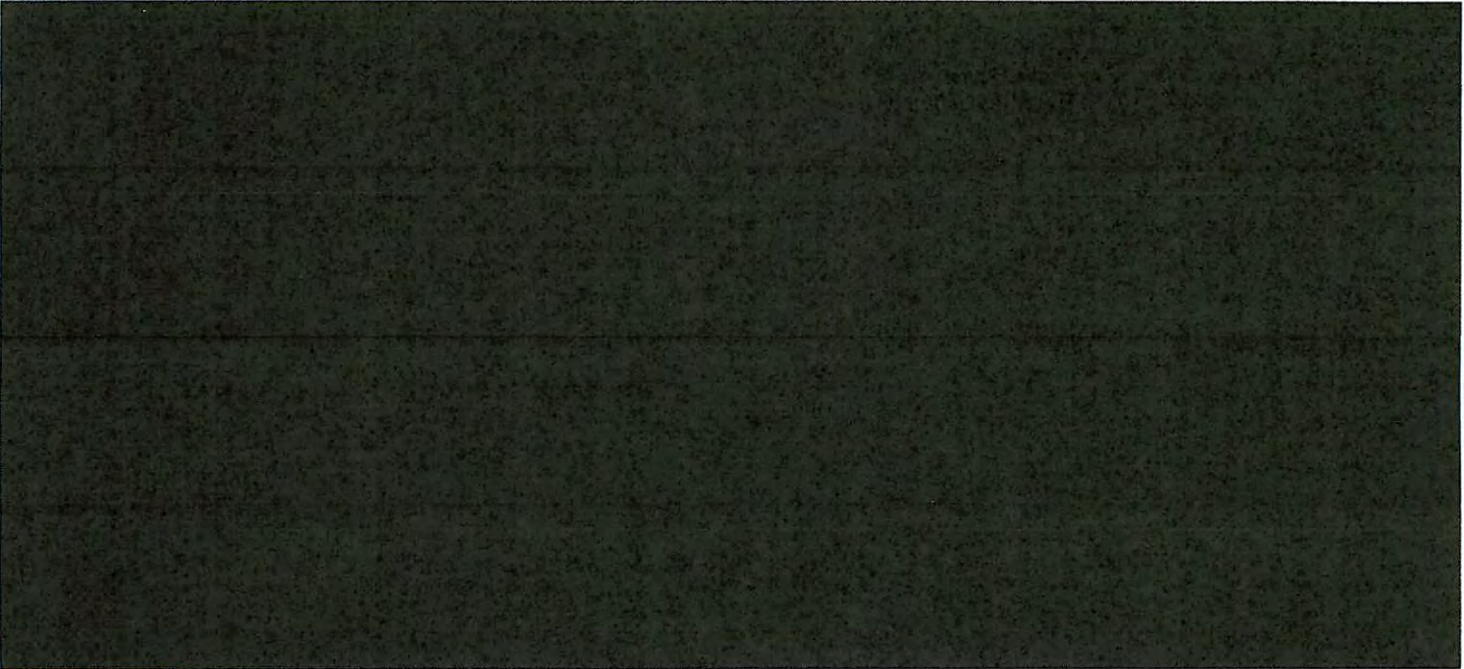
Notes:

Figures included to show rate calculation:

1 Cubic Foot = 7.4805 Gallons

1 Gallon = 0.1336 Cubic Feet





WATER

Reading on: 1/6/2014

Reading on: 7/1/2014

Dollars

4246940 Gallons

4598010 Gallons

Cubic Feet

351,070 Total Gallons

46931 Total Cubic Feet

jan  
feb  
mar  
apr  
may  
jun  
jul  
aug  
sept  
oct  
nov

\$1,539.25

32800

\$1,546.39

31400

\$3,085.64 TOTAL

64200

rate

\$0.0481

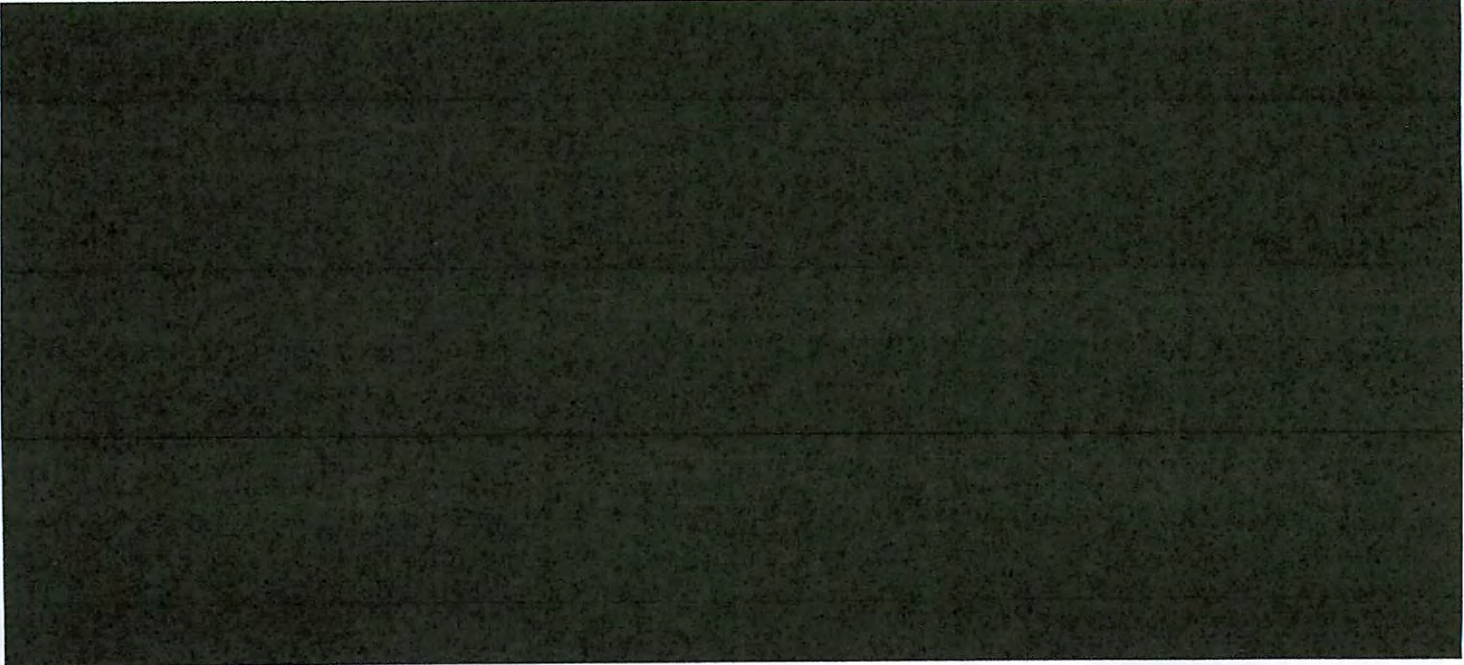
\$2,255.66

Notes:

Figures included to show rate calculation:

1 Cubic Foot = 7.4805 Gallons

1 Gallon = 0.1336 Cubic Feet





# VILLAGE OF PORT CHESTER

## Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com



TO: Mayor and Board of Trustees  
c/o Village Clerk  
Village of Port Chester  
222 Grace Church Street  
Port Chester, N.Y. 10573

### APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, ~~I~~  
NEW BROAD ST LLC, residing at 33 New Broad St  
\_\_\_\_\_, hereby make hereby make application and appeal  
to the Board of Trustee for review with regard to the attached sewer rent bill dated 5.20.14,  
6/5/14, 7/7/14 for the period from 6.1.13 to 7.7.14 for  
service located at the property at 33 New Broad St. Port  
Chester, New York, also designated as Section 142.30 Block 2 and  
Lot 64 on the Tax Map of the Town of Rye.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
- That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

- Pools, supply a copy of the Certificate of Occupancy (available at the Port Chester Building Department), and documentation of the capacity of the pool.
  - Hot tubs/like kind, provide documentation of the make and model of your unit.



Howard Pollack

Signature of owner

914 934 2424

Phone # of Owner

7.23.14

Date

Note

- You may apply for only one billing period at a time.
- You have 30 days from the date of receipt of your bill to file a grievance.
- An incomplete application will be denied.

---

**FOR VILLAGE USE ONLY**

Date of Receipt: \_\_\_\_\_

Date of Referral to Staff: \_\_\_\_\_

Date of Report and Recommendation: \_\_\_\_\_ (copy annexed):

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**DETERMINATION**

Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of \_\_\_\_\_

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# **New Broad Street, LLC**

33 New Broad Street  
Port Chester, NY 10573

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Phone 914-934-2424

Fax 914-937-5186

Mayor and Board of Trustees  
c/o Village Clerk  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

Re: Appeal SEWER RENT, 33 New Broad St Port Chester NY

August 7, 2014

To Whom It May Concern,

33 New Broad Street is a commercial multi tenant building. There is 1 water meter monitored by United Water Westchester. As Landlords we have installed sub-meters including 1 each for the Beldotti Bakery (Good Bread Bakery) and Josam Foods (Matt Miller Culinary) among others. These sub-meters are monitored by the Landlord and used to measure their corresponding water usage.

Good Bread Bakery calculates that 90% of the water measured does not go back down the drain into the sewer system. See attachment. 90% of the water measured goes into their product and out the door. We present that we should pay only 10% of their use.

Josam Foods calculates 20% of the water measured does not go back down the drain in to the sewer system. See attachment. They site water content in cooked product that goes out the door. We present that we should pay only 80% of their use.

Using historical data Good Bread Bakery water use measures 14263 cubic feet in 6 months and 28526 cubic feet in 12 months.

Josam Foods water use measures 12767 cubic feet in 6 months and 25534 cubic feet in 12 months.

Total water usage measured by United Water Westchester for the entire building is 40596 cubic feet for 6 months and 81192 cubic feet for 12 months.

Total water measured minus Good Bread Bakery use minus Josam Foods use is as follows:

$81192 - 28526 - 25534 = 27132$

27132 cubic feet we should be billed for 100%

28526 we should be billed for 10% (2852)

25534 we should be billed for 80% (20427)

We present that we should be billed for  $27132 + 2852 + 20427$  or 50411 cubic feet. This equates to 62% of the total water measured by United Water Westchester.

Billing date 5/20/2014  $\$718.91 \times 62\% = \$445.72$

Billing date 06/30/14  $\$109.67 \times 62\% = \$67.99$

Billing date 07/07/14  $\$184.78 \times 62\% = \$114.56$

We ask that a process should be enacted to keep these more accurate calculations in place moving forward for 1 year or more without having to submit a grievance application upon receipt of each and every bill saving all people, businesses, Village Boards and personnel substantial time.

Sincerely,



Howie Ravikoff  
M. Ravikoff Assoc.  
Managing Agent  
New Broad St LLC  
33 New Broad Street  
Port Chester, NY 10573

Beldotti Bakeries LLC  
D/B/A Good Bread Bakery  
33 New Broad St.  
Port Chester, NY 10573  
914-939-3900  
914-939-2513 fax

July 2, 2014

To: Howard Ravikoff

Subject: Water/Sewer Charges

The new ordinance outlined by the Town Of Port Chester is not optimal for Good Bread Bakery. 75% of our water usage is used to manufacture our product and another 15% is used to generate steam for baking in our three ovens. Any condensate from the baking process is evaporated in condensate chambers, except for 1 to 2 gallons daily from the Bongard oven, which is collected in a bucket and disposed of in the sink. Therefore, approximately 90% of our water usage does not go to the sewer.

Jim Beldotti  
Good Bread Bakery

A handwritten signature in black ink, appearing to read 'Jim Beldotti', with a stylized flourish extending to the right.

*Matt Miller*  
*Culinary Productions*

**WE HAVE MOVED!**  
**33 New Broad Street, Suite F**  
**Port Chester, NY 10573**

[www.mmcparties.com](http://www.mmcparties.com)

August 4, 2014

Howie Ravikoff  
M. Ravikoff Associates, Inc.  
33 New Broad Street  
Port Chester, NY 10573

Dear Howie,

We are an off premise catering company. Twenty percent of the water that comes out of the faucet never goes down the drain. That water is used for cooking purposes (ie: cooking stock, gravy, mixing dough, etc).

Thank you,

Matt Miller



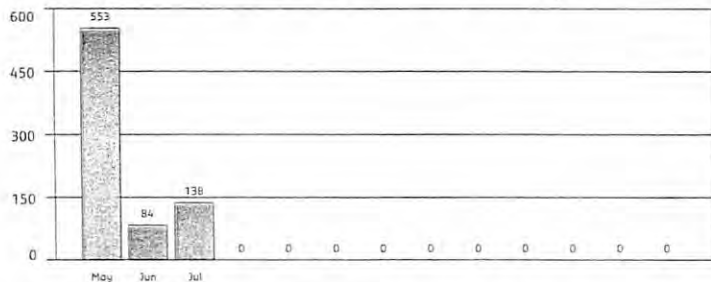
*MMCP*



**VILLAGE OF PORT CHESTER SEWER RENT**  
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801  
 Telephone: 888-876-1672  
 www.unitedwater.com

**USAGE HISTORY**  
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 08/05/2014

**Billing Date:** 07/07/14  
**Account Number:** 07902425083708

Previous Balance	\$828.58
Payments Through 07/07/14 <i>THANK YOU</i>	\$828.58CR
Balance Forward	\$0.00
Current Charges Due 07/31/2014	\$184.78
<b>TOTAL AMOUNT DUE</b>	<b>\$184.78</b>

\*PAY BY 08/01/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: NEW BROAD STREET LLC

SERVICE ADDRESS: 33 NEW BROAD ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60829333	06/04/14	07/07/14	33	00395	00533	138 <i>EQUIVALENT TO</i>	CCF	ACTUAL <i>103,224 GALLONS</i>	SWM

138.0000 @ \$1.338999 SEW RENT  
 TOTAL CURRENT CHARGES

\$184.78  
 \$184.78

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

**IMPORTANT MESSAGES**

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period.  
 Effective June 1, 2014, the sewer rent changes from \$1.30002 to \$1.338999 per CCF.

0 0 0 0 RE 454464

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED

075

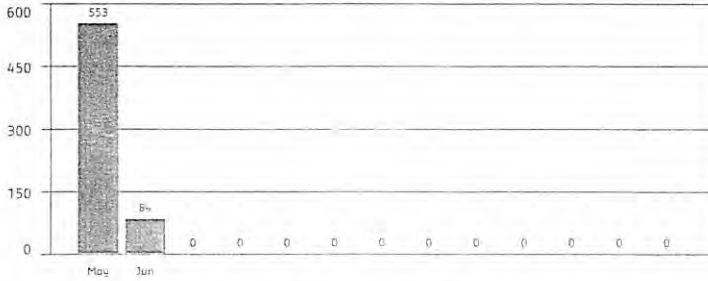
AMOUNT  
 184.78  
 888



**VILLAGE OF PORT CHESTER SEWER RENT**  
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801  
 Telephone: 888-876-1672  
 www.unitedwater.com

**USAGE HISTORY**  
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 07/07/2014

**Billing Date:** 06/05/14  
**Account Number:** 07902425083708

Previous Balance	\$718.91
Payments Through 06/05/14	\$0.00
Balance Forward	\$718.91
Current Charges Due 06/30/2014	<u>\$109.67</u>
<b>TOTAL AMOUNT DUE</b>	<b>\$828.58</b>

*Past Due Balance may be subject to late charges, collection and/or termination.*

**\*PAY BY 07/01/2014 TO AVOID A 1% LATE PAYMENT CHARGE**

SERVICE TO: NEW BROAD STREET LLC

SERVICE ADDRESS: 33 NEW BROAD ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60829333	05/07/14	06/04/14	28	00311	00395	84 CCF EQUIVALENT TO	CCF	ACTUAL 62,832 GALLONS	SWM

SEW RENT 72.0000 @ \$1.30002 \$93.60  
 SEWER RENT 12.0000 @ \$1.338999 \$16.07  
**TOTAL CURRENT CHARGES \$109.67**

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

**IMPORTANT MESSAGES**

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period.  
 Effective June 1, 2014, the sewer rent changes from \$1.30002 to \$1.338999 per CCF.

0 0 0 RE 449089 PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED.

Amount \$109.67

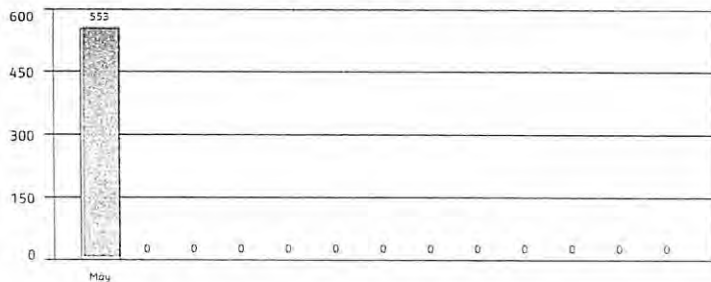
079  
079



**VILLAGE OF PORT CHESTER SEWER RENT**  
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent  
 Customer Service Center  
 2525 Palmer Avenue  
 New Rochelle, NY 10801  
 Telephone: 888-876-1672  
 www.unitedwater.com

**USAGE HISTORY**  
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/05/2014

**Billing Date:** 05/20/14  
**Account Number:** 07902425083708

Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$718.91
<b>TOTAL AMOUNT DUE</b>	<b>\$718.91</b>

\*PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: NEW BROAD STREET LLC

SERVICE ADDRESS: 33 NEW BROAD ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60568305	06/01/13	10/01/13	122	02956	03198	242	CCF	PRORATED ACTUAL	SWM
60829333	10/01/13	05/07/14	218	00000	00311	311	CCF	METER CHANGE	SWM
						EQUIVALENT TO	413,644 GALLONS		

SEW RENT 553.0000 @ \$1.30002  
 TOTAL CURRENT CHARGES

\$718.91  
 \$718.91

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

**IMPORTANT MESSAGES**

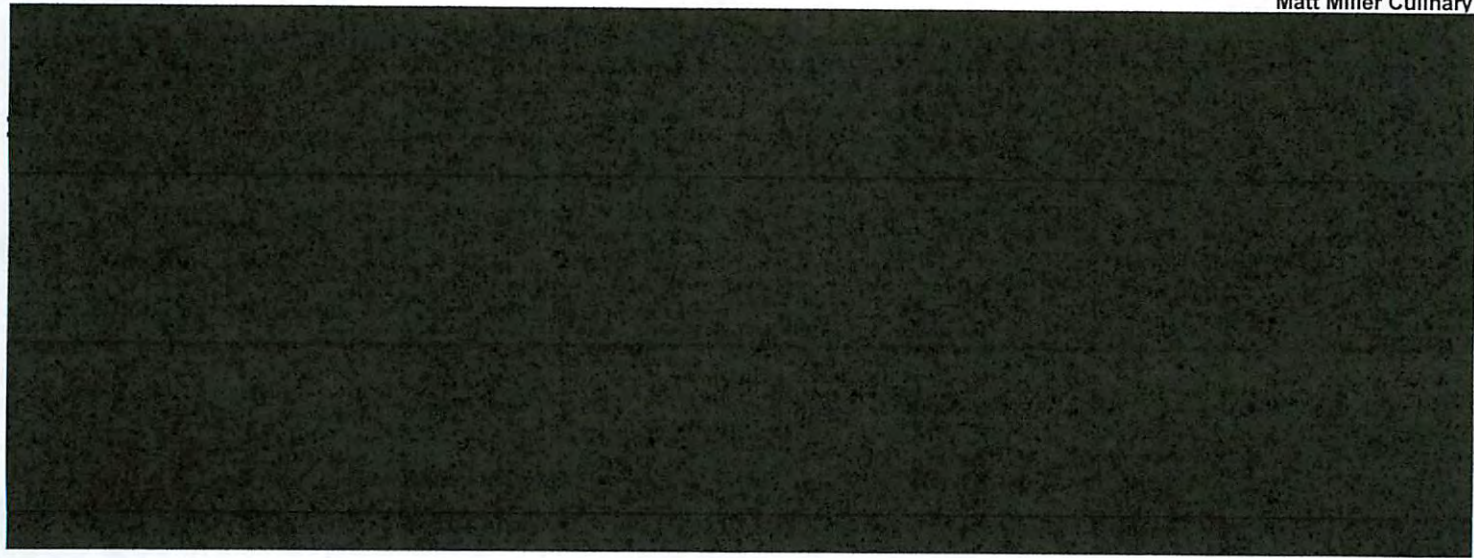
SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period. This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.

91

51693

AMOUNT

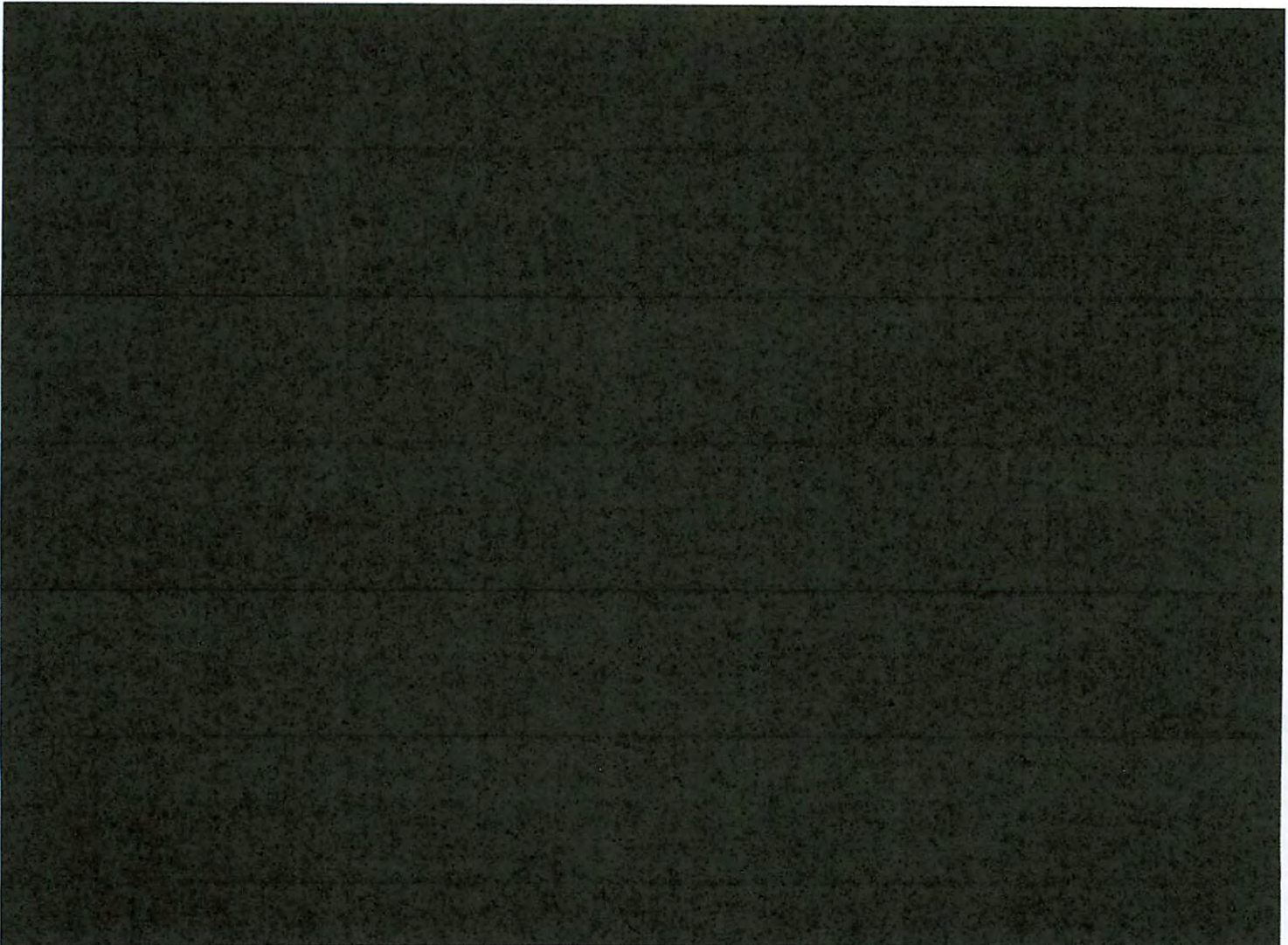
718.91

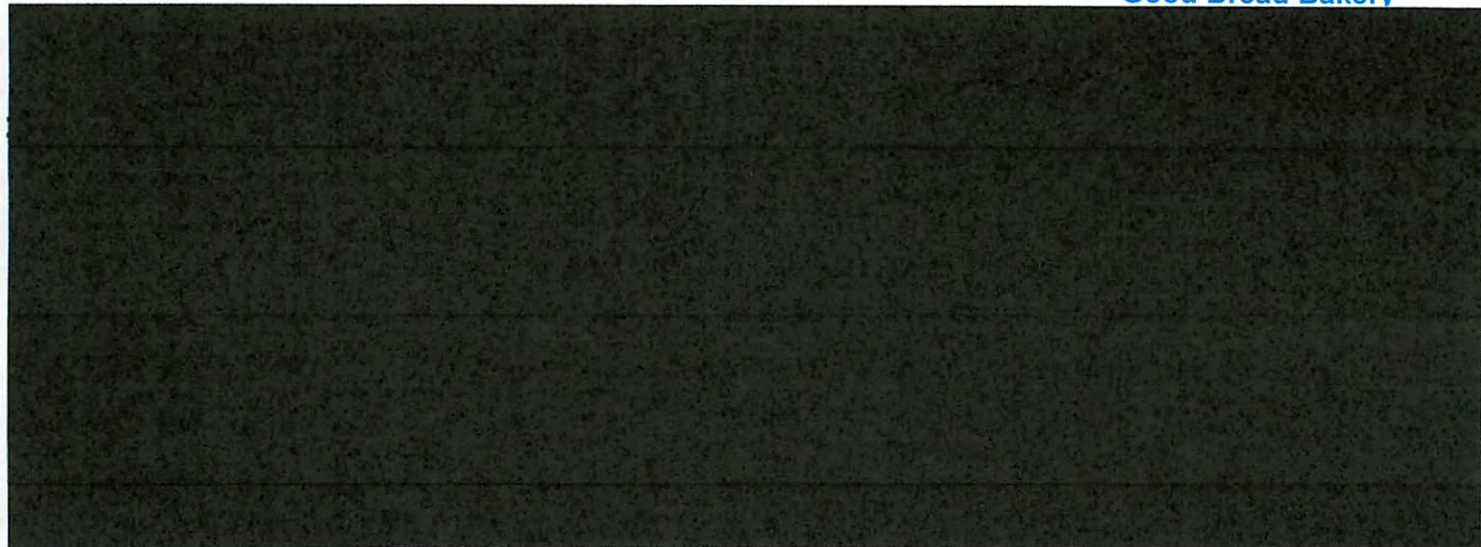


**WATER** (Submetered)

Old reading	1/2/2014	433623
New Reading	7/1/2014	446391

12768  
Cubic Feet





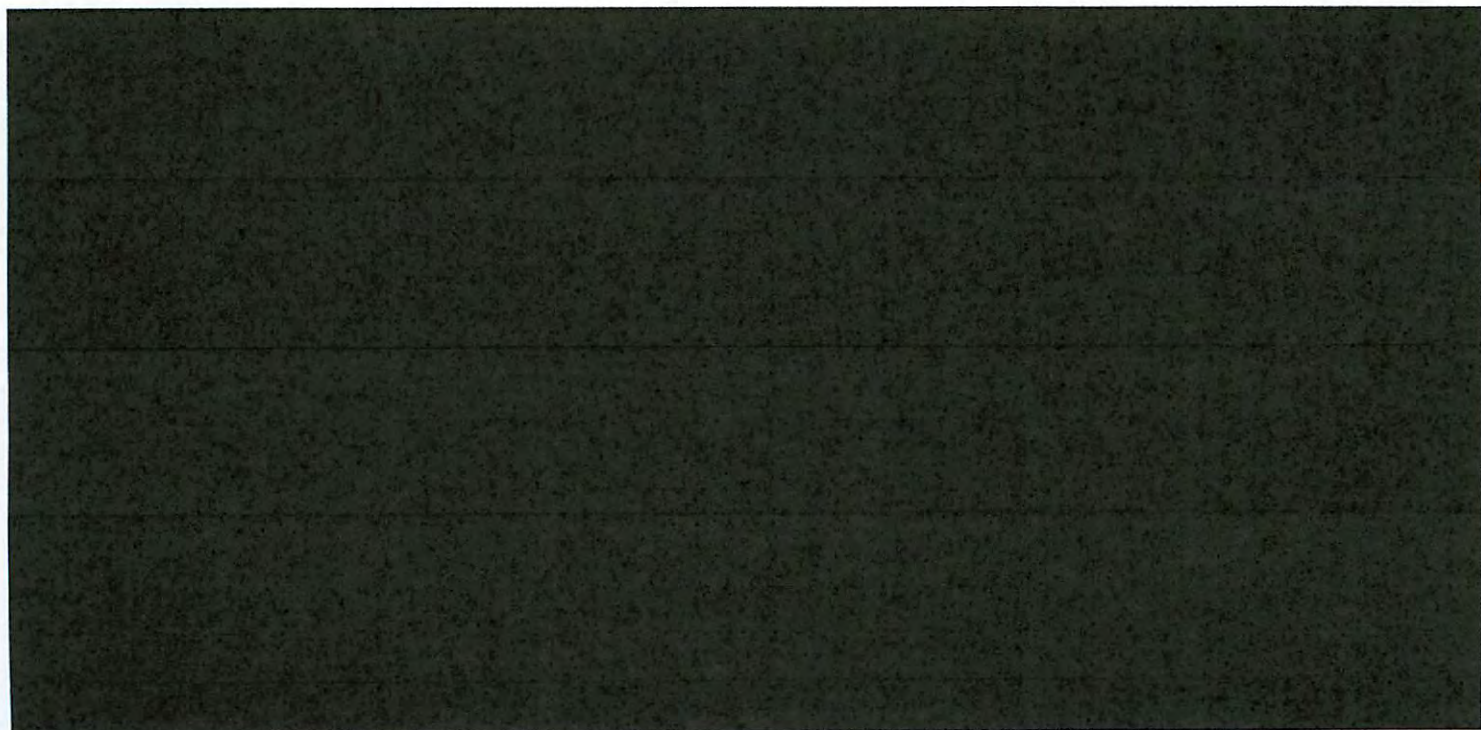
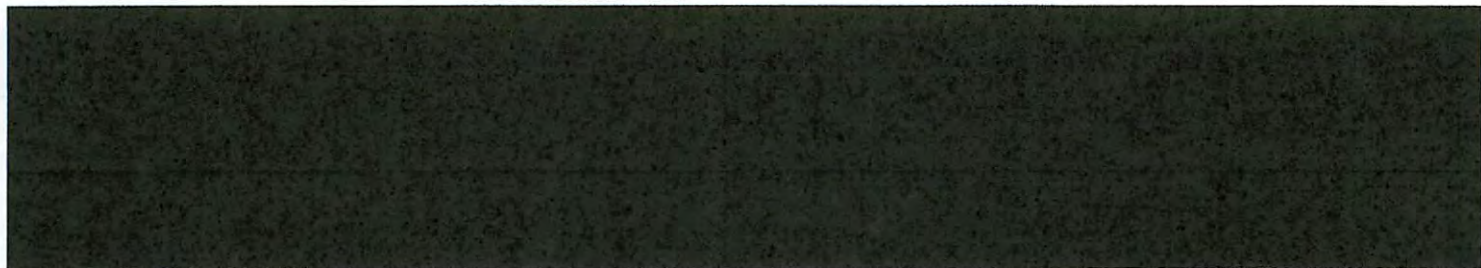
WATER (Submetered)

Old reading 1/2/2014 405043

New Reading 7/1/2014 419306

14263

Cubic Feet





# VILLAGE OF PORT CHESTER

## Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com

TO: Mayor and Board of Trustees  
c/o Village Clerk  
Village of Port Chester  
222 Grace Church Street  
Port Chester, N.Y. 10573

### APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, Adriane Albrecht-Culross, residing at 77 Windsor Rd, Rye Brook, NY 10573, hereby make application and appeal to the Board of Trustees for review with regard to the attached sewer rent bill dated \_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_ for service located at the property at 77 Windsor Road Port Chester, New York, also designated as Section 2 Block 1.5 and Lot 120-122 on the Tax Map of the Town of Rye.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

1.  That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
2.  That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

- Pools, supply a copy of the Certificate of Occupancy (available at the Port Chester Building Department), and documentation of the capacity of the pool.
  - Hot tubs/like kind, provide documentation of the make and model of your unit.

The village will credit no more than the value of the volume of one pool/hot tub/etc fill per year. (\*Note Pools cannot be lawfully drained into the storm system without permits)

- Sprinkler systems, provide evidence of the make/model/flow capacity of your system and provide historical water consumption documentation demonstrating seasonal increases.
- Any other substantial consumption activities will be considered on a case by case basis.

3.  Other. Please describe below.

I do not think I am hooked up to Port Chester's sewers. I am requesting ~~the~~ a verification of the sewer district that I am in.

Adriana Albricht-Luhos

Signature of owner

914-939-0655

Phone # of Owner

8/11/14

Date

Note

- You may apply for only one billing period at a time.
- You have 30 days from the date of receipt of your bill to file a grievance.
- An incomplete application will be denied.

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**FOR VILLAGE USE ONLY**

Date of Receipt: \_\_\_\_\_

Date of Referral to Staff: \_\_\_\_\_

Date of Report and Recommendation: \_\_\_\_\_ (copy annexed):

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**DETERMINATION**

Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of \_\_\_\_\_

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Andrew Culross <aculross@gmail.com>

### Payment Confirmation

1 message

**United Water** <eBill@unitedwater.com>  
Reply-To: United Water <UWWCcustomerservice@unitedwater.com>  
To: aculross@gmail.com

Tue, May 27, 2014 at 12:15 A



Attn: ANDREW CULROSS

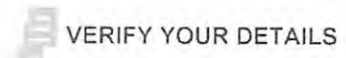
Thank you for authorizing your payment to Village of Port Chester Sewer Rent on 05/26/2014. Details regarding the transaction appear below.

Payment Date: 05/26/2014  
Payment Confirmation Number: 1791680  
Payment Amount: \$74.10  
Financial Account: \*7417

If you have a question about your payment, you may contact a Village of Port Chester Sewer Rent customer service representative at 888-876-1672 for assistance.

Sincerely,

United Water



To: ANDREW CULROSS  
Account Number ending...5462

» You may contact us at:

**Village of Port Chester Sewer Rent**  
Customer Service Center  
2525 Palmer Ave  
New Rochelle NY 10801

Tel: 888-876-1672  
Fax: 914-637-5333  
Website: [www.unitedwater.com](http://www.unitedwater.com)  
Email: [UWWCcustomerservice@unitedwater.com](mailto:UWWCcustomerservice@unitedwater.com)

Please add [eBill@unitedwater.com](mailto:eBill@unitedwater.com) to your address book.

**Unsubscribe Instructions**

This email was sent to [aculross@gmail.com](mailto:aculross@gmail.com). If you do not wish to receive these emails please unsubscribe.

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Andrew Culross <aculross@gmail.com>

### Payment Confirmation

1 message

**United Water** <eBill@unitedwater.com>

Sun, Aug 3, 2014 at 2:15 P

Reply-To: United Water <UWWCcustomerservice@unitedwater.com>

To: aculross@gmail.com



Attn: ANDREW CULROSS

Thank you for authorizing your payment to Village of Port Chester Sewer Rent on 08/03/2014. Details regarding the transaction appear below.

Payment Date: 08/03/2014  
Payment Confirmation Number: 1886148  
Payment Amount: \$21.17  
Financial Account: \*7417

**VERIFY YOUR DETAILS**

To: ANDREW CULROSS  
Account Number ending... 5462

If you have a question about your payment, you may contact a Village of Port Chester Sewer Rent customer service representative at 888-876-1672 for assistance.

Sincerely,

United Water

» You may contact us at:

**Village of Port Chester Sewer Rent**  
Customer Service Center  
2525 Palmer Ave  
New Rochelle NY 10801

Tel: 888-876-1672  
Fax: 914-637-5333  
Website: [www.unitedwater.com](http://www.unitedwater.com)  
Email: [UWWCcustomerservice@unitedwater.com](mailto:UWWCcustomerservice@unitedwater.com)

Please add [eBill@unitedwater.com](mailto:eBill@unitedwater.com) to your address book.

**Unsubscribe Instructions**

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# TOWN OF RYE

From Year: 2013 To: 2014

From Seq: To:

## Account Payment Summary

Paid Date: 01/01/2013 To: 12/31/2014

District: 554805  
 Owner: CULROSS ANDREW D  
 ALBRECHT-CULROSS ADRIANE

Parcel ID: 135.52-3-38  
 Location: 77 WINDSOR RD

Acct No: 00009788000

Year Seq	Bill No.	Paid Date	Purpose	Type	Principal	Fees	Penalty	Total Paid
2013 01	9700		CS481TO	PAYMT	236.75			236.75
			CTY	PAYMT	1,778.86			1,778.86
			SW481TO	PAYMT	173.10			173.10
			TOWNH	PAYMT	23.25			23.25
		04/25/2013		PAYMT	2,211.96			2,211.96
	<b>Total:</b>				<b>2,211.96</b>	<b>0.00</b>	<b>0.00</b>	<b>2,211.96</b>
2014 01	9699		CS481TO	PAYMT	292.20			292.20
			CTY	PAYMT	1,838.87			1,838.87
			SW481TO	PAYMT	173.41			173.41
			TOWNH	PAYMT	22.04			22.04
		04/29/2014		PAYMT	2,326.52			2,326.52
	<b>Total:</b>				<b>2,326.52</b>	<b>0.00</b>	<b>0.00</b>	<b>2,326.52</b>
2013 03	2015		VRB.H	PAYMT	1,684.47			1,684.47
		06/27/2013		PAYMT	1,684.47			1,684.47
			VRB.H	PAYMT	829.65			829.65
		02/24/2014		PAYMT	829.65			829.65
	<b>Total:</b>				<b>2,514.12</b>	<b>0.00</b>	<b>0.00</b>	<b>2,514.12</b>
2014 03	2015		VRB.H	PAYMT	1,710.88			1,710.88
		06/27/2014		PAYMT	1,710.88			1,710.88
			<b>Total:</b>				<b>1,710.88</b>	<b>0.00</b>
2013 08	2015		BBS.H	PAYMT	3,552.29			3,552.29
		09/30/2013		PAYMT	3,552.29			3,552.29
			BBS.H	PAYMT	3,552.29			3,552.29
		12/27/2013		PAYMT	3,552.29			3,552.29
			<b>Total:</b>				<b>7,104.58</b>	<b>0.00</b>
	<b>Grand Total:</b>				<b>15,868.06</b>	<b>0.00</b>	<b>0.00</b>	<b>15,868.06</b>

**PUBLIC COMMENTS  
AND  
BOARD COMMENTS**