

**TOWN OF MAMARONECK
TOWN BOARD AGENDA
WEDNESDAY, SEPTEMBER 21, 2016**

THE TOWN BOARD WILL CONVENE – at 5:00 PM, In Conference Room A to discuss:

1. Discussion - In REM Proceeding
2. Update – Capital Projects
3. Discussion – Correspondence Redwood Nursery
4. Update – Floor Area Ratio Law
5. New Business

8:00PM CALL TO ORDER – COURTROOM

SUPERVISOR’S SUMMARY REPORT

CITIZEN COMMENTS

BOARD OF FIRE COMMISSIONERS

1. Fire Claims
2. Other Fire Department Business

AFFAIRS OF THE TOWN OF MAMARONECK

1. Authorization – Renewal of License Agreement - Caretaker – 685 Weaver Street
2. Authorization – Renewal of Caretaker License Agreement - Veterans of Foreign War Building
3. Consideration of Certiorari

APPROVAL OF MINUTES – September 7, 2016 & Special Meetings of July 8, 2016 & July 27, 2016

REPORTS OF THE COUNCIL

TOWN CLERK’S REPORT

NEXT REGULARLY SCHEDULED MEETING – October 5, 2016 & October 19, 2016

Any physically handicapped person needing special assistance in order to attend the meeting should call the Town Administrator's office at 381-7810.

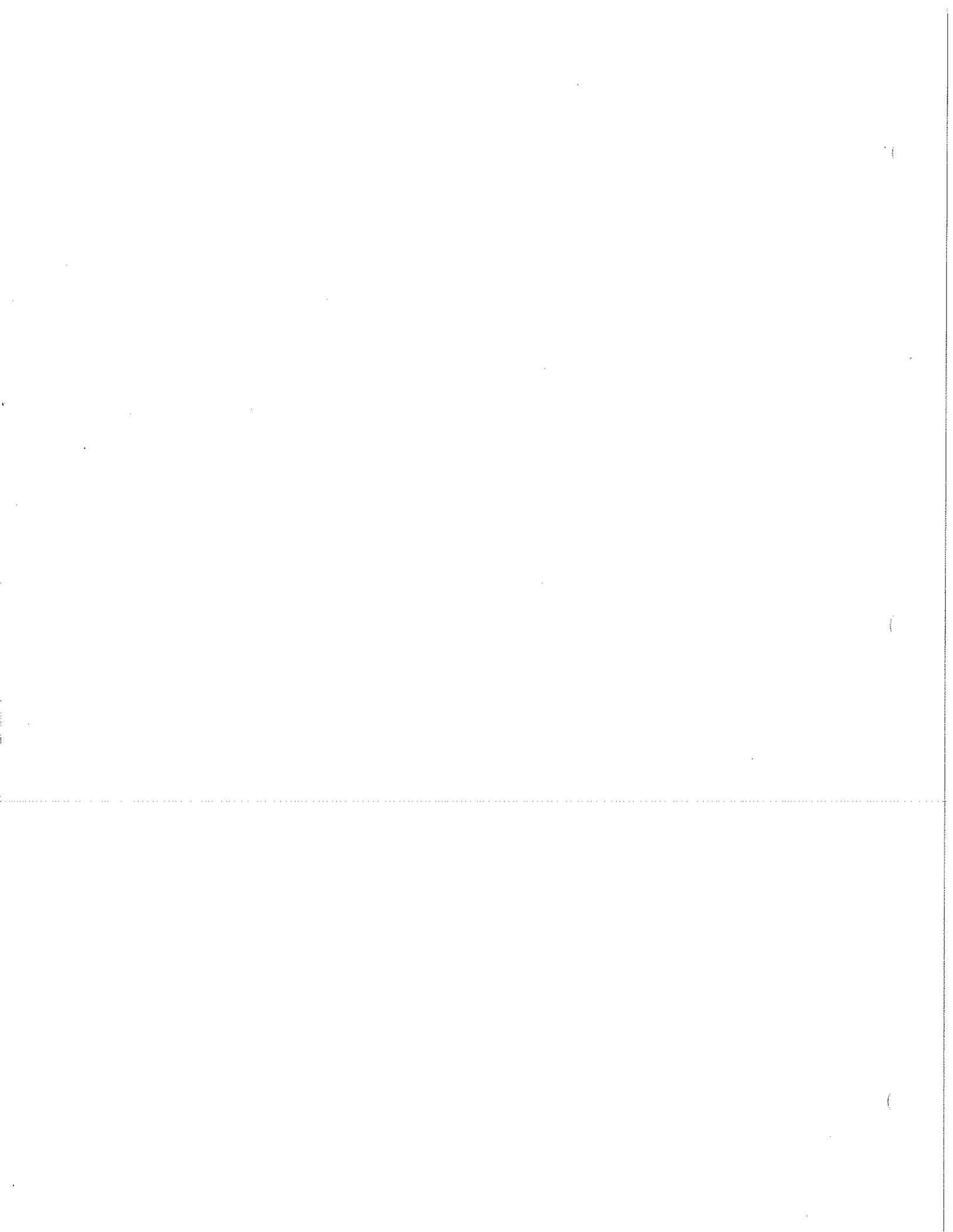


**TOWN BOARD MEETING - WORKSESSION AGENDA
WEDNESDAY, SEPTEMBER 21, 2016
5:00 PM – CONFERENCE ROOM A**

- 1. Discussion - In REM Proceeding**
(See Attachment).
 - 2. Update – Capital Projects**
(This item will be provided to you on Monday, September 19th).
 - 3. Discussion – Correspondence Redwood Nursery**
(See Attachment).
 - 4. Update – Floor Area Ratio Law**
(No attachment. I hope to have available for the Town Board a proposed scope of a study to consider revising the current Floor Area Ratio regulations. BFJ Planning is preparing the scope of the study).
 - 5. New Business**
-

WORKSESSION

ITEM 1



**Public Notice
Notice of Property Auction
Various Properties
Town of Mamaroneck
Westchester County**

The Town of Mamaroneck invites interested parties to participate in a public auction for the purchase of excess real property owned by the Town of Mamaroneck.

The Auction will be held at 11:00am EDT Thursday, October 20, 2016 in the courtroom at the Mamaroneck Town Center 740 West Boston Post Road 10543. A package of information regarding the properties may be picked up at the Town Administrator's Office at the Mamaroneck Town Center 740 West Boston Post Road in advance of the auction. The property description package is also available and may be downloaded from the Town of Mamaroneck Website - www.townofmamaroneckNY.org

By Order of the Town Board
Town of Mamaroneck

Stephen V. Altieri
Town Administrator

**Excess Property Auction
Town of Mamaroneck**

Overview

The Town of Mamaroneck invites the public to participate in a real property auction to be held at 11:00am Thursday, October 20, 2016 in the Courtroom of the Mamaroneck Town Center located at 740 West Boston Post Road, Mamaroneck, New York. The Town intends to auction fourteen (14) properties that have been declared as surplus by the Town Board of the Town of Mamaroneck.

Property Designations

Section 1 Block 104 Lot 300 – Park Hill Lane- - Unincorporated Area

This is a landlocked parcel that abuts 8 and 10 Park Hill Lane and also abuts the Larchmont Reservoir Property.

Section 1 Block 104 Lot 505 - Park Hill Lane- -Unincorporated Area

This is a landlocked parcel that abuts parcels of land in the City of New Rochelle which we can identify for notification purposes as 6 Park Hill Lane and 4 Addee Circle.

Section 2 Block 205 Lot 70 – 59 Mohegan Road – Unincorporated Area

This is an improved lot with a residence.

Section 2 Block 206 Lot 129 – South Ridge Road- -Unincorporated Area

This is a landlocked parcel that abuts 816 Fenimore Road and 13 South Ridge Road. The parcel also abuts parcels in the Village of Mamaroneck which we can identify for notification purposes.

Section 3 Block 314 Lot 47- Fenimore Road- Unincorporated Area

This landlocked parcel abuts 2 Poccia Circle, 1 Poccia Circle and 847 Fenimore Road.

Section 4 Block 403 Lot 98 – Palmer Avenue- Unincorporated Area

This parcel consists of frontage on Palmer Avenue. It does abut 1011 and 1007 Palmer Avenue

Section 4 Block 412 Lot 1002 – Rock Ridge Road- Unincorporated Area

This parcel is landlocked and abuts 10, 12, and 14 Rock Ridge Road. It also abuts properties in an adjoining section that will be identified for notification purposes.

Section 5 Block 501 Lot 299- Harrison Drive –Unincorporated Area

This parcel consists of frontage on Harrison Drive but does about 57 Harrison Drive, 36 Shadow Lane and 55 Harrison Drive

Section 5 Block 503 Lot -490 – 84 Iselin Terrace – Unincorporated Area

This is an improved lot with a residence.

Section 5 Block 506 Lot 6 – Pryer Manor Road-Unincorporated Area

This parcel of land fronts onto Pryer Manor Road. It abuts 19 and 27 Pryer Manor Road. Both of these parcels are owned by the same owner. The parcel also abuts the Pryer Manor Marsh which is located in the City of New Rochelle.

Section 6 Block 617 Lot 119 – Mayhew Avenue/ Beverly Place- Village of Larchmont

This landlocked parcel abuts 11 and 14 Beverly Place as well as 4 and 6 Mayhew Avenue.

Section 7 Block 721 Lot 20 – Cedar Avenue – Village of Larchmont

This parcel consists of frontage on Cedar Avenue and abuts 18 and 20 Prospect Avenue and 5 Maple Avenue.

Section 7 Block 721 Lot 841 – Prospect Avenue – Village of Larchmont

This parcel consists of frontage on Prospect Avenue and abuts 31 Prospect Avenue, 18 Linden Avenue and 16 Linden Avenue.

Section 9 Block 927 Lot 148 – Old Boston Post Road – Village of Mamaroneck

This parcel consists of frontage on Old Boston Post Road and abuts 1016 and 1006 Old Boston Post Road and 325 Cooper Avenue

Section 9 Block 942 Lot 710.2 – Cove Road North- Village of Mamaroneck

This is a parcel of land roughly 100square feet.

Attached are the Town tax maps for each of the parcels listed above.

Condition of the Properties

1. The Town makes no warranties or representations with respect to any of the Properties as to
 - (a) their environmental condition,
 - (b) whether any contains contaminants or hazardous material of any kind,
 - (c) whether any is prone to flooding,
 - (d) the physical condition of any structures or improvements thereon,
 - (e) whether any is occupied and if so, whether any occupant has the right to be in occupancy,
 - (f) whether any contains personal property and if so, to whom such personal property belongs,
 - (g) whether any is a buildable lot,
 - (h) the amount of their square footage,
 - (i) whether any has frontage on a public or a private street,
 - (j) whether the Town can convey marketable,

- (k) whether a reputable title insurance company would insure whatever title the Town can convey, and
 - (l) whether any is burdened by leases, covenants, restrictions, easements, agreements, reservations, licenses or other instruments of record.
2. During the hours between 9:00AM and noon, and between 2:00PM and 4:00PM (Monday through Friday, other than holidays), potential bidders may examine any and all of the Town's files related to the Properties. During such examinations, potential bidders will interact with Town employees or agents who may make statements regarding the Properties or the bidding process. **Potential bidders cannot rely upon any such statements.**

Procedure for the Auction

3. The auction will be done based upon oral bids done in the presence of the auctioneer and the attendees of the auction when bidding is called for by the auctioneer. Bids by written or electronic mail, text message, telephone or any means, other than by voice in person at the auction will not be accepted.
4. Anyone wishing to bid shall register with the auctioneer (or his delegate) prior to the commencement of the auction. If a person plans to submit bids on behalf of a third person, he/she must present documentation of his/her authority to make such bids, such as a valid power of attorney that allows the bidder to engage in real estate transactions on behalf of his/her principal, or a resolution from the corporation or limited liability company authorizing the bidder to act on its behalf. **Anyone who does not register to bid cannot bid at the auction.**
5. Bidders must present to the auctioneer (or his delegate) the social security number (or numbers if title will be taken in more than one name) of the person(s), or the taxpayer identification number of the entity to whom the Town will deliver a deed if the bidder is the successful bidder. The Town will not retain such information when a bidder registers but must be given it by the successful bidder immediately after the Property purchased by the bidder is struck down.
6. By registering to bid, the bidder represents to the Town that:
- (a) he/she has the capacity to enter into a contract to purchase real estate,

- (b) neither he/she, nor a person(s), other than the bidder, who will take title, if the bidder is the successful bidder, ever owned, or held a lien upon the Property on which the bidder submits a bid,
- (c) the person(s) who will take title, if the bidder is the successful bidder, has the capacity to own real property in the State of New York,
- (d) the authority he/she gave to the auctioneer (or his delegate) to demonstrate the authority to act on behalf of another is valid and in full force and effect,
- (e) he/she has read the Town's disclaimer contained in paragraph 1, above,
- (f) the Town has not made any warranties or representations with respect to any of the Properties,
- (g) the bidder is not relying upon any statement regarding any of the Properties or the bidding process made by a Town employee,
- (h) he/she has had the opportunity to examine the Town's files with respect to any of the Properties,
- (i) he/she has had the opportunity to research the value of, the boundaries of, the title to the Properties,
- (j) he/she possesses cashier's or certified check(s) drawn to the order of the "Town of Mamaroneck" for an amount that equals or exceeds 15% of the highest bid such person intends to make.

7. Each Property, together with its buildings and improvements, if any will be sold as a separate and single parcel.

- (a) After announcing the Property for sale, the auctioneer will call for oral bids from registered bidders. The first bid must equal or exceed the minimum bid for that Property shown in the "Property Designations", above. From time to time the auctioneer may stop the auction and request the then highest bidder to show him or his delegate the cashier's or certified check(s) that the bidder will use as a deposit if he/she is the highest bidder. If the bidder refuses to do so, or displays cashier's or certified check(s) that are not drawn to the order of the Town of Mamaroneck or total less than 15% of that person's bid, that person shall be disqualified from bidding at the auction. If a bidder is disqualified, the bid made immediately before the disqualified bidder's bid shall be deemed the highest bid and the auction will proceed.

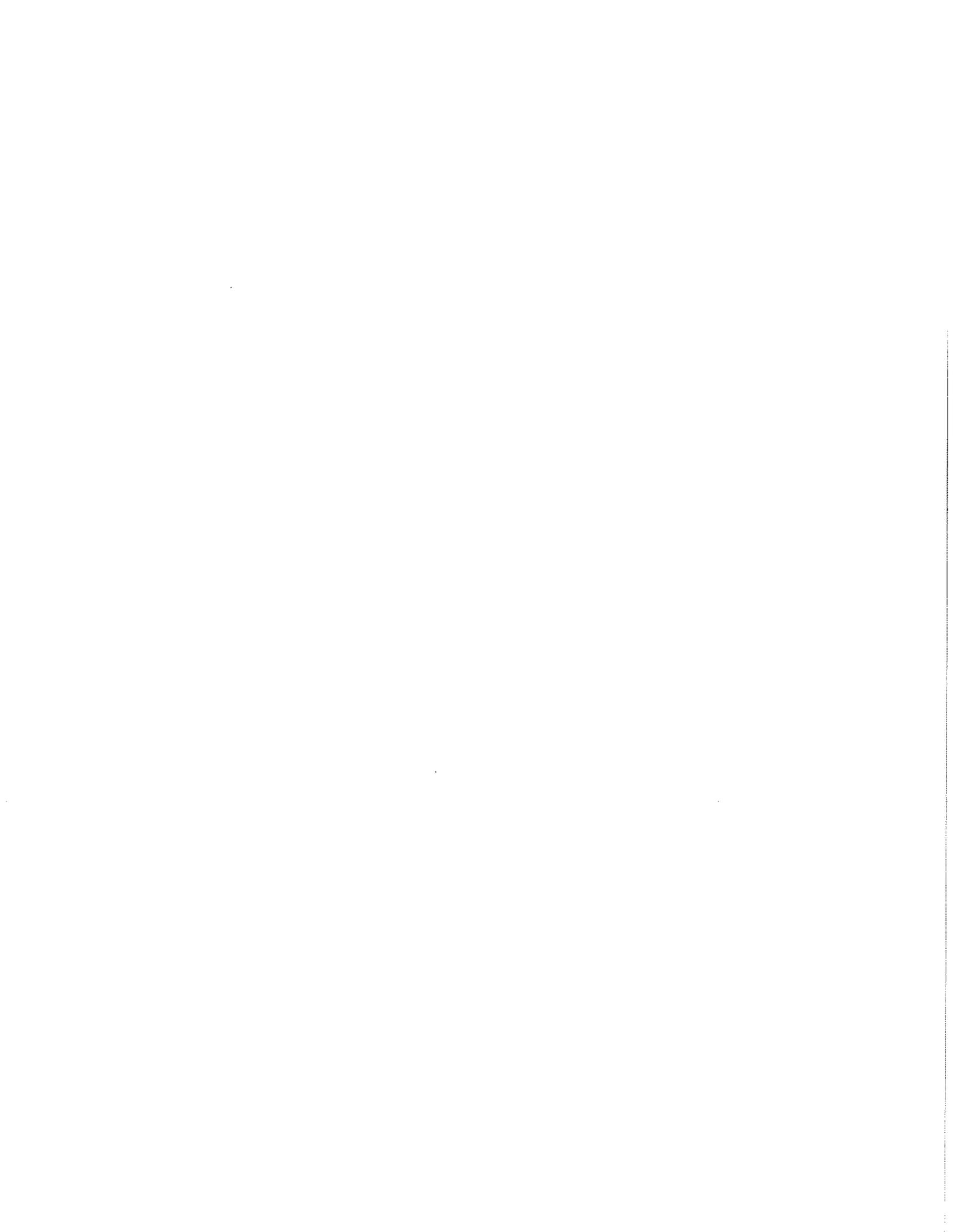
8. The successful bidder shall be the person who bids the highest amount for a Property. Upon a Property being struck down, the successful bidder shall (A) advise the auctioneer's delegate of (i) the social security

number(s) or the taxpayer identification number of the person(s) who will take title to the Property, and (ii) a postal address, an electronic address (if there is one) and a telephone number by which the Town can communicate with such person, (B) deliver cashier's or certified check(s) drawn to the order of the "Town of Mamaroneck" for an amount that equals or exceeds 15% of the accepted bid and (C) sign a memorandum of sale which, in part, will provide that the person(s) who will take title to the Property:

- (a) will accept delivery of a quitclaim deed from the Town in full satisfaction of the Town's obligation hereunder. The Property will be described in that deed by its section, block and lot number on the Town's tax assessment map (unless the Town is in possession of a metes and bounds description thereof, in which case, the deed will describe the Property by both its section, block and lot number and that metes and bounds description),
- (b) will, either in person or by a representative, attend a closing on a date and at a time to be set by the auctioneer. The closing will occur in Conference Room A of the Town Center, 740 West Boston Post Road, Mamaroneck, NY 10543 and will occur no later than thirty (30) days after the date of the auction. Notice of the precise date and time for the closing will be sent by first class mail to the postal address, and electronically to the email address supplied to the auctioneer's delegate,
- (c) will deliver to the Town cashier's or certified check(s) drawn to the order of the "Town of Mamaroneck" in amounts that equal the balance of the bid,
- (d) will pay (or reimbursing the Town) for the cost for the preparation of any documents required by the Westchester County Clerk in order to record the deed,
- (e) will pay the transfer tax imposed by the sections 1402 and 1402-a of the Tax Law, if any and all fees charged by the Westchester County Clerk for recording the aforementioned deed,
- (f) will accept title subject to (A) any state of facts an accurate survey would show, (B) all leases, covenants, restrictions, easements, agreements, reservations, licenses and other instruments of record, (C) all applicable building and zoning codes, regulations, restrictions and ordinances, (D) the physical and environmental condition of the Property, (E) the physical condition of any structures or improvements on the Property, (F) all violations, whether or not of record, (F) the rights of tenants, if any, (G) any right of redemption that any person, including the State of New York and the United States of America, may have and (H) any liens

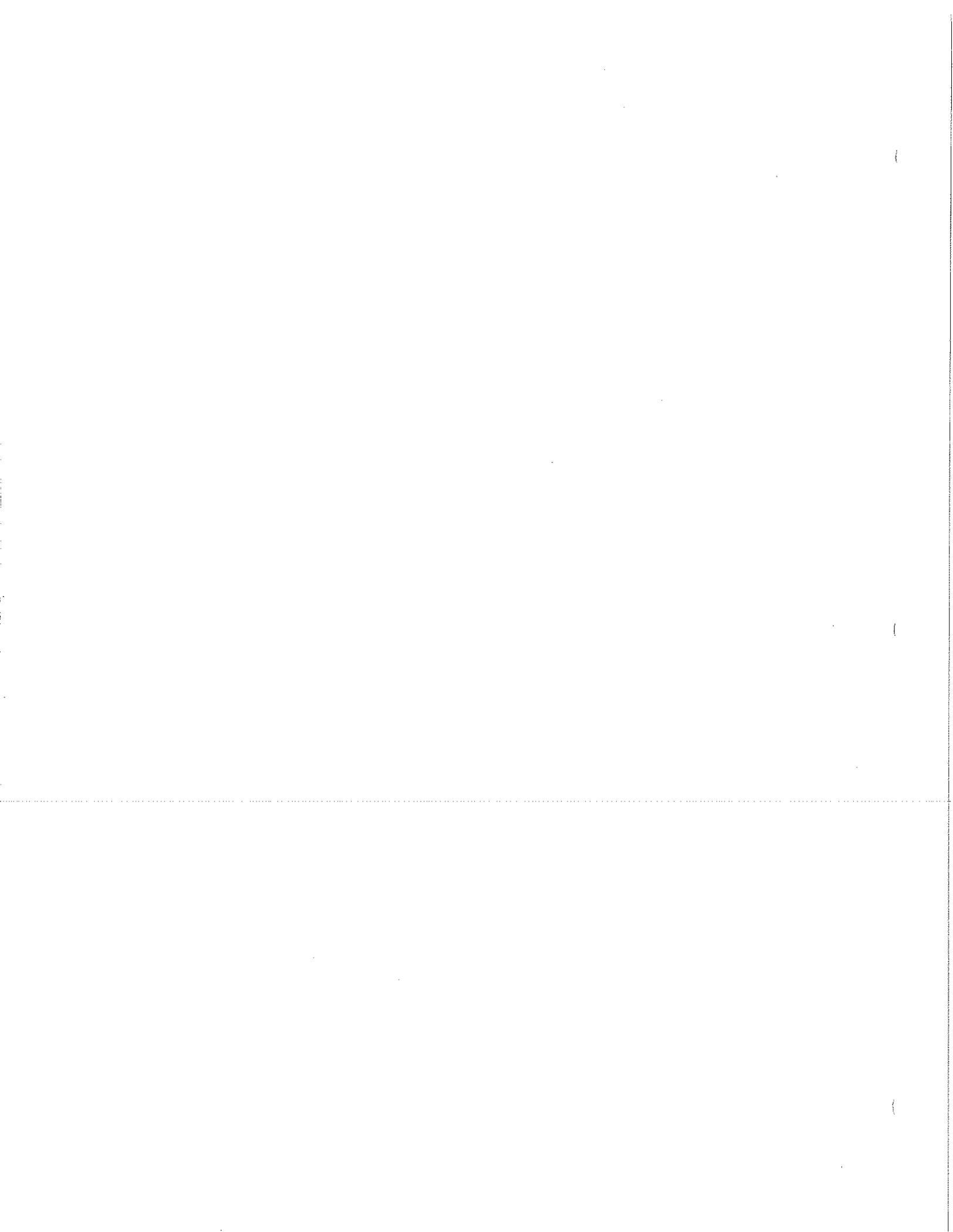
that may have survived the August 2, 2016 order in the *In rem foreclosure* proceeding involving this Property filed in the office of the Westchester County Clerk under Index No.: 3219/2015, (g) will be responsible for removing any occupant of the Property and all personal property located on the Property.

9. If the highest bidder (or the person or entity he/she represents) fails to comply with the memorandum of sale, the Town may choose to sell the Property either at a public auction or in a private sale. If subsequently sold, the highest bidder (or the person or entity he/she represents) shall pay the Town an amount equal to (A) the difference between the sum for which the Property was struck down at this auction and the sum for which the Property may be sold subsequently plus (B) the expenses incurred by the Town in connection with that subsequent sale.

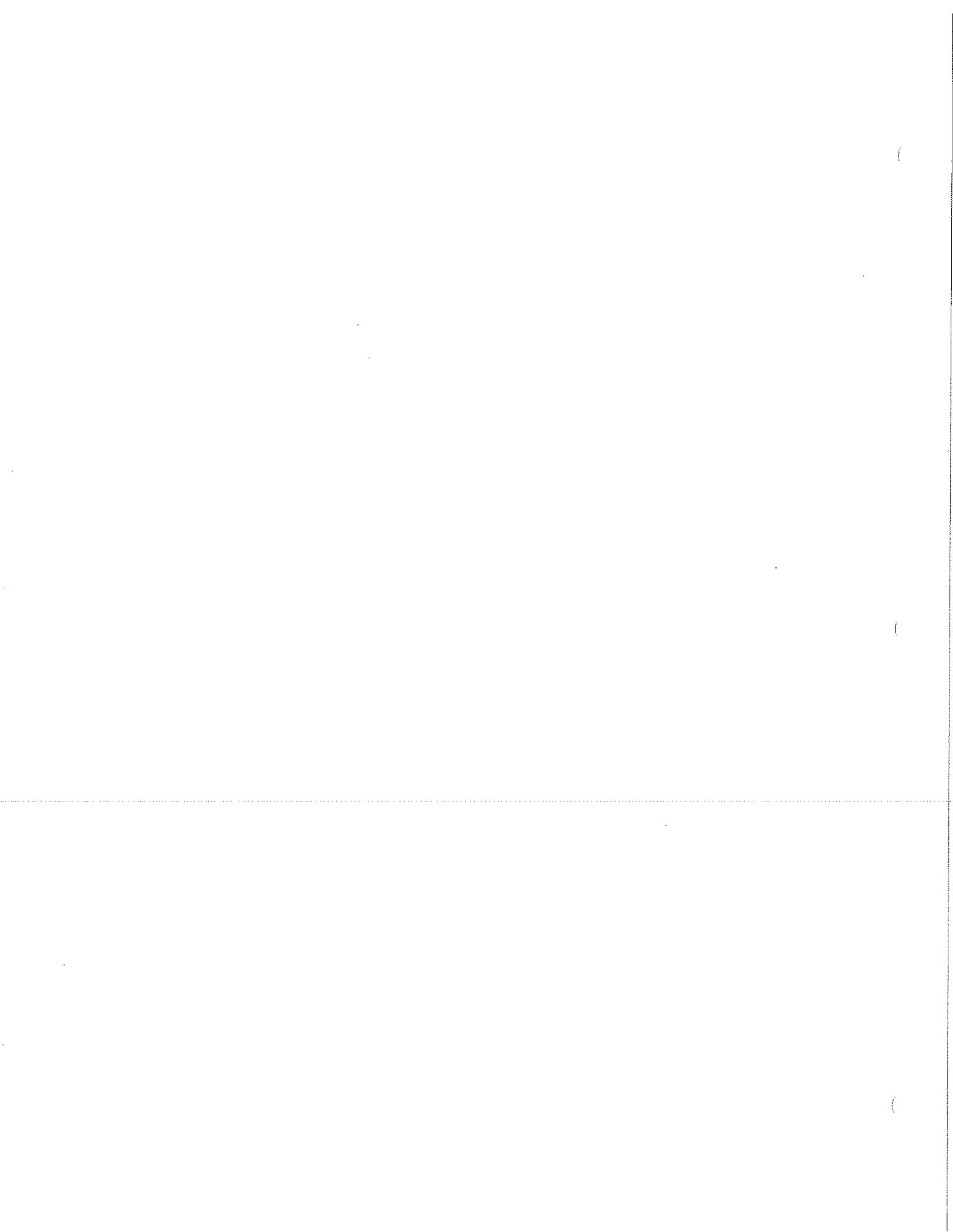


WORKSESSION

ITEM 2

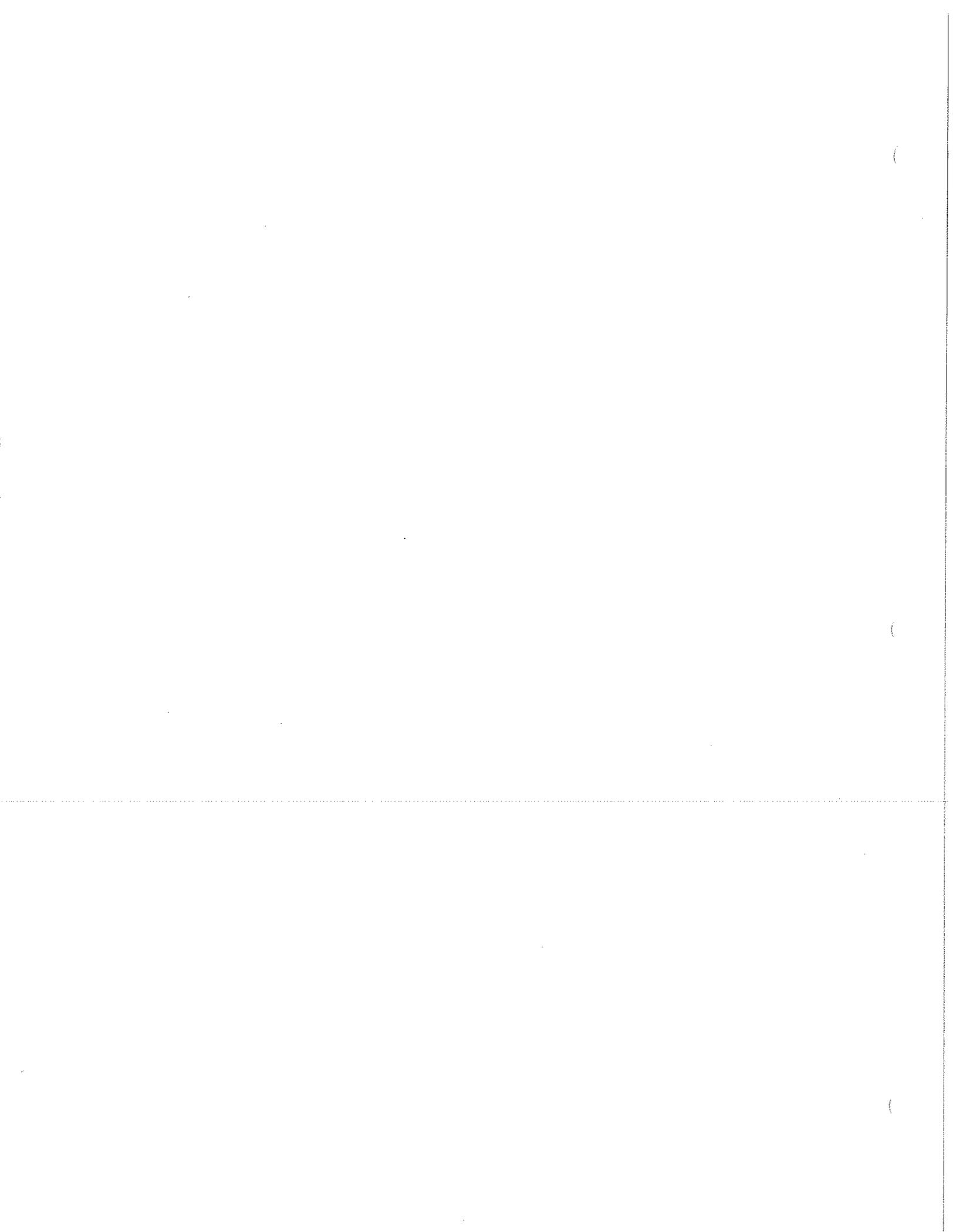


NO ATTACHMENT



WORKSESSION

ITEM 3





445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

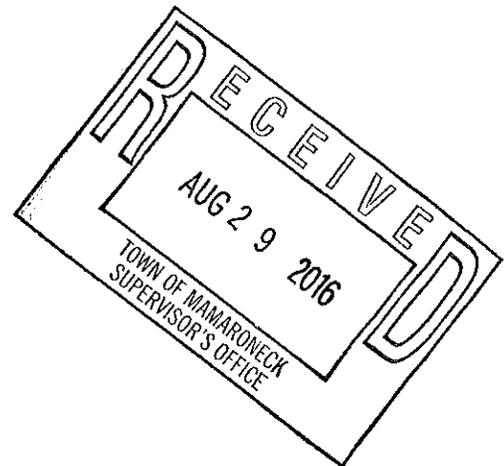
August 26, 2016

VIA OVERNIGHT MAIL

William Maker, Jr., Esq.
Town Attorney
Town of Mamaroneck, Town Center
740 West Boston Post Road
Mamaroneck, New York 10543

John H. Landi, Building Inspector
Code Enforcement & Land Use Administration
Town of Mamaroneck, Town Center
740 West Boston Post Road
Mamaroneck, New York 10543

Re: Redwood 144 Weaver LLC
Premises: 144 Weaver Street
Tax Id: Section 4, Block 2, Lot 1



Dear Messrs. Maker and Landi:

This letter and attachments are respectfully submitted on behalf of our client, Redwood 144 Weaver LLC, the owners of the above-referenced Premises as a follow up to our meeting on June 17, 2016 regarding the nursery business operations at the Premises in connection with a pending sale of the Premises and in response to the comments raised at the July 18, 2016 Town Board meeting regarding the Premises.

DEC Spill File Closed

As you know, with respect to oil spill at the Premises, on July 25th and July 28th, respectively, we provided two reports demonstrating that the oil spill was fully remediated. A copy of both reports is attached hereto in Exhibit A. In addition, we are pleased to provide documentation in Exhibit A confirming that the Department of Environmental Conservation (DEC) spill record for the Premises is now closed. Thus, no further environmental remedial actions at the Premises are required.

Use of the Premises in Conformance with the Court Order Does Not Require Discretionary Review

At our meeting on June 17, 2016, we discussed the nursery business use of the Premises as a long standing legal nonconforming use according to the Supreme Court Order, File Number 4669/1958, dated November 2, 1961 ("Court Order")¹ and the Town of Mamaroneck Zoning Code ("Zoning Code"), which protects the constitutionally protected property rights of

¹ A copy of the Court Order is included in Exhibit B.



nonconforming uses. We agreed to request a formal determination to confirm this legal non-conforming use and to provide information in the form of a sketch plan of the proposed use by a prospective buyer to demonstrate that the proposed use would fully comply with the Court Order and Zoning Code. It is respectfully submitted that the legal non-conforming use of the Premises in compliance with the Court Order does not rise to the level of requiring any discretionary review within the Town. Thus, site plan review by the Planning Board is not required. This is supported by Section 177-7 of the Zoning Code which sets forth the conditions requiring site plan review:

All alterations to existing buildings or structures, whether or not there shall be a change of use which is permitted within the zoning district, provided that the Director of Building Code Enforcement and Land Use Administration and the Town Engineer make a written finding that the alteration **will not substantially intensify the use or substantially modify** the site with respect to generation of traffic, pedestrian movement, parking needs, noise, glare, exposure to hazard from fire or flood, utilization of water supply, sanitary sewer, drainage or other utility system and **will not, in any other way, have a substantial impact upon the character or environment of the surrounding area**, and provided further that, if such written finding is not made, the application shall be referred to the approving agency for site plan review. (Emphasis added.)

A determination that site plan review is not required is consistent with our discussion regarding the legal non-conforming use of the Premises on June 17th, at which meeting there was no mention of any discretionary review. Moreover, since the nursery use of the Premises must comply with the Court Order and the Court Order requires several conditions limiting the nursery use, a change in tenancy of the Premises in compliance with the Court Order cannot be deemed to “substantially intensify the use or substantially modify the site with respect to generation of traffic, pedestrian movement, parking needs, noise, glare, exposure to hazard from fire or flood, utilization of water supply, sanitary sewer, drainage or other utility system and will not, in any other way, have a substantial impact upon the character or environment of the surrounding area.” Simply put, the Court Order does not allow any intensification of the legal non-conforming nursery use nor does it allow any additions to the Premises or the existing building at the Premises. Indeed, the Court Order even specifies the allowable lighting, areas for retail display and signage. (See conditions 3, 5 and 7 of the court Order). Thus, use of the Premises in conformance with the Court Order does not meet the conditions requiring site plan review.

Use of the Premises Was Not Expanded

At the July 18th Town Board meeting, neighbors alleged that the Premises was “expanded illegally, specifically the addition of impervious surface.” However, no facts or any evidence supporting this allegation were provided. As shown in the attached documents, the impervious surface area on the Premises was not expanded. Included in Exhibit C is a copy of a plan submitted in 1972 in connection with an application to construct a garage at the Premises (the “1972 plan”). This plan shows the existing drive areas as well as a proposed pavement area for



the proposed garage. This application was approved by the Board of Appeals on August 9, 1972 ("1972 variance"). A copy of the Board of Appeals approval is attached in Exhibit C. The existing paved areas at the Premises substantially conform to the paved areas shown on the 1972 approved plan.

It is well settled that variances run with the land.² While time limitations on variances have been upheld, the 1972 variance was not conditioned on a time limitation for the variance. The time limitations included in the 1972 variance are related only to the building permit. The 1972 variance indicates that a building permit shall be obtained within three months of the filing of the approval resolution with the Town Clerk and that the building permit is void if construction was started within six months and completed within two years of "the date of said permit." Accordingly, even though the garage that was approved by the 1972 variance was not constructed, the 1972 variance remains valid as it runs with the land and was not time limited. Thus, the paved areas at the Premises, which substantially conform to the paved areas shown on the 1972 plan, are permitted.

Conclusion

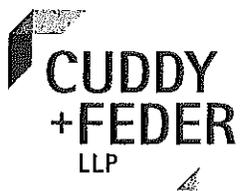
As noted above, in support of this letter, we attached the following documents:

- Exhibit A: EnviroTest Laboratories Inc. analytic report indication no soil contamination; Northeast Environmental analytic report and letter confirming soil remediation and that no further remediation is required; DEC confirmation that Spill No. 1603121 is closed.
- Exhibit B: Copy of the Supreme Court Order, File Number 4669/1958, dated November 2, 1961.
- Exhibit C: Copy of the Zoning Board of Appeals Approval Resolution dated August 9, 1972 and copy of the 1972 plan submitted with the Zoning Board of Appeals application.

Thank you for your consideration of this information. We trust that this information, which is consistent with our discussion on June 17th, satisfies the comments raised at the July 18th Town Board meeting.

As soon as we receive the sketch plan showing conformance with the Court Order for the prospective buyer's use of the Premises, we will forward it to Mr. Landi with our request for a determination confirming the existing legal non-conforming use of the Premises as discussed on June 17th.

² See Balodis v. Fallwood Park Homes, Inc., 54 Misc. 2d 936, 283 N.Y.S.2d 497 (Sup 1967); St. Onge v. Donovan, 71 N.Y.2d 507, 527 N.Y.S.2d 721, 522 N.E.2d 1019 (1988).



Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua J. Grauer". The signature is written in a cursive style. There is a small circle around the initials "JM" at the end of the signature.

Joshua J. Grauer

Attachments

cc: Town Board
Redwood 144 Weaver LLC

EXHIBIT A

Chiocchio, Lucia

From: Laura Marciano [lmarciano@envirotestlaboratories.com]
Sent: Monday, July 25, 2016 4:40 PM
To: Chiocchio, Lucia
Subject: RE: Report 420-106527-1 Walkin Client

Lucia,

The results show that there is no contamination. Please let me know if you have any further questions.

Thanks,
Laura

From: Chiocchio, Lucia [mailto:LChiocchio@CUDDYFEDER.COM]
Sent: Friday, July 22, 2016 3:59 PM
To: lmarciano@envirotestlaboratories.com
Cc: Grauer, Joshua
Subject: FW: Report 420-106527-1 Walkin Client

Hi Laura,
Thanks for re-forwarding the test results. Can you help me understand the test results? Did the test results indicate contamination from an above ground oil tank (that had not been used in several years)?

Thanks,
Lucia



Lucia Chiocchio, Esq.
Partner
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300 | F 914 761 5372
LChiocchio@cuddyfeder.com
cuddyfeder.com

NOTE: The information in this e-mail message and any attachments thereto have been sent by an attorney or his/her agent, and is or are intended to be confidential and for the use of only the individual or entity named above. The information may be protected by attorney/client privilege, work product immunity or other legal rules. If the reader of this message and any attachments thereto is not the intended recipient, you are notified that retention, dissemination, distribution or copying of this e-mail message and any attachments is strictly prohibited. Although this e-mail message (and any attachments) is believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, the intended recipient is responsible to ensure that it is virus free. The sender and Cuddy & Feder LLP shall not have any responsibility for any loss occasioned in any manner by the receipt and use of this e-mail message and any attachments.

Pursuant to Treasury Regulations, any U.S. federal tax advice contained in this communication, unless otherwise stated, is not intended and cannot be used for the purpose of avoiding tax-related penalties.

-----Original Message-----

From: lmarciano@envirotestlaboratories.com [mailto:lmarciano@envirotestlaboratories.com]
Sent: Friday, July 22, 2016 10:31 AM
To: Grauer, Joshua; Chiocchio, Lucia
Subject: Report 420-106527-1 Walkin Client

Laura L. Marciano
EnviroTest Laboratories, Inc.
[\[mailto:lmarciano@envirotestlaboratories.com\]](mailto:lmarciano@envirotestlaboratories.com)

Reference: [146470]

ANALYTICAL REPORT

Job Number: 420-106527-1

Job Description: Walkin Client

For:

Cuddy & Feder LLP

445 Hamilton Ave.

14th Floor

White Plains, NY 10543

Attention: Joshua Grauer

Laura L. Marciano

Laura L Marciano

Customer Service Manager

lmarciano@envirotestlaboratories.com

07/19/2016

cc: Ms. Renee Cusack

NYSDOH ELAP does not certify for all parameters. EnviroTest Laboratories does hold certification for all analytes where certification is offered by ELAP unless otherwise specified in the Certification Information section of this report. Pursuant to NELAP, this report may not be reproduced, except in full, without written approval of the laboratory. EnviroTest Laboratories Inc. certifies that the analytical results contained herein apply only to the samples tested as received by our laboratory. All questions regarding this report should be directed to the EnviroTest Customer Service Representative.

EnviroTest Laboratories, Inc. Certifications and Approvals: NYSDOH 10142, NJDEP NY015, CTDOH PH-0554

Envirotest Laboratories, Inc.

315 Fullerton Avenue, Newburgh, NY 12550

Tel (845) 562-0890 Fax (845) 562-0841 www.envirotestlaboratories.com

METHOD SUMMARY

Client: Cuddy & Feder LLP

Job Number: 420-106527-1

Description	Lab Location	Method	Preparation Method
Matrix: Solid			
Volatile Organic Compounds by GC/MS	EnvTest	SW846 8260C	
Closed System Purge & Trap Low Level	EnvTest		EPA 5035-L
Semivolatile Compounds by GC/MS	EnvTest	SW846 8270D	
Microwave Extraction	EnvTest		SW846 3546

Lab References:

EnvTest = EnviroTest

Method References:

EPA = US Environmental Protection Agency

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Joshua Grauer
 Cuddy & Feder LLP
 445 Hamilton Ave.
 14th Floor
 White Plains, NY 10543

Job Number: 420-106527-1

Client Sample ID: Redwood Nursery 144 Weaver St. Mamaroneck,
 Lab Sample ID: 420-106527-1

Date Sampled: 06/28/2016 1345
 Date Received: 06/29/2016 1245
 Client Matrix: Solid
 Percent Solids: 53

Analyte	Result/Qualifier	Unit	MDL	RL	Dilution
Method: 8270D		Date Analyzed: 06/30/2016 1602			
Prep Method: 3546		Date Prepared: 06/30/2016 0911			
Acenaphthene	<0.16	mg/Kg Dry	0.16	0.62	1.0
Acenaphthylene	<0.14	mg/Kg Dry	0.14	0.62	1.0
Anthracene	<0.15	mg/Kg Dry	0.15	0.62	1.0
Benzo[a]anthracene	0.44 J	mg/Kg Dry	0.11	0.62	1.0
Benzo[a]pyrene	0.50 J	mg/Kg Dry	0.092	0.62	1.0
Benzo[b]fluoranthene	0.87	mg/Kg Dry	0.13	0.62	1.0
Benzo[g,h,i]perylene	0.50 J	mg/Kg Dry	0.13	0.62	1.0
Benzo[k]fluoranthene	0.85	mg/Kg Dry	0.11	0.62	1.0
Chrysene	0.57 J	mg/Kg Dry	0.12	0.62	1.0
Dibenz(a,h)anthracene	<0.12	mg/Kg Dry	0.12	0.62	1.0
Fluoranthene	1.0	mg/Kg Dry	0.12	0.62	1.0
Fluorene	<0.14	mg/Kg Dry	0.14	0.62	1.0
Indeno[1,2,3-cd]pyrene	0.52 J	mg/Kg Dry	0.12	0.62	1.0
Phenanthrene	0.39 J	mg/Kg Dry	0.16	0.62	1.0
Pyrene	0.82	mg/Kg Dry	0.13	0.62	1.0
Surrogate			Acceptance Limits		
Nitrobenzene-d5	35	%	10 - 120		
Terphenyl-d14	68	%	10 - 120		
2-Fluorobiphenyl	47	%	10 - 120		

Joshua Grauer
 Cuddy & Feder LLP
 445 Hamilton Ave.
 14th Floor
 White Plains, NY 10543

Job Number: 420-106527-1

Client Sample ID: Redwood Nursery 144 Weaver St. Mamaroneck,
 Lab Sample ID: 420-106527-1

Date Sampled: 06/28/2016 1345
 Date Received: 06/29/2016 1245
 Client Matrix: Solid
 Percent Solids: 53

Analyte	Result/Qualifier	Unit	RL	RL	Dilution
Method: 8260C			Date Analyzed: 07/01/2016 1307		
Prep Method: 5035-L			Date Prepared: 07/01/2016 1307		
1,2,4-Trimethylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
1,3,5-Trimethylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
Benzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
Ethylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
Isopropylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
m-Xylene & p-Xylene	<0.0036	mg/Kg Dry	0.0036	0.0036	1.0
o-Xylene	<0.0036	mg/Kg Dry	0.0036	0.0036	1.0
n-Butylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
N-Propylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
Naphthalene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
sec-Butylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
tert-Butylbenzene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
Toluene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
p-Isopropyltoluene	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
Methyl tert-butyl ether	<0.0018	mg/Kg Dry	0.0018	0.0018	1.0
Surrogate			Acceptance Limits		
Toluene-d8 (Surr)	94	%	72 - 143		
1,2-Dichloroethane-d4 (Surr)	96	%	73 - 128		
4-Bromofluorobenzene	99	%	49 - 138		

DATA REPORTING QUALIFIERS

Client: Cuddy & Feder LLP

Job Number:

Lab Section	Qualifier	Description
GC/MS Semi VOA	J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

Certification Information

Client: Cuddy & Feder LLP

Job Number:

The following analytes are Not Part of the ELAP scope of accreditation

Sulfur, Tungsten, Silicon, Bicarbonate Alkalinity, 7 Day BOD 5210C, 28 Day BOD, Soluble BOD, Carbon Dioxide, carbonate Alkalinity, CBOD Soluble, Chlorine, Cyanide (WAD), Ferrous Iron, Ferric Iron, Total Nitrogen, Total Organic Nitrogen, Dissolved Oxygen, pH, Phenolphthalein Alkalinity, Solids (Fixed), Solids (Percent), Solids (Percent Moisture), Solids (Percent Volatile), Solids (Volatile Suspended), Temperature, TKN (Soluble), Total Inorganic Carbon, Volatile Acids as Acetic Acid, 2-Aminopyridine, 3-Picoline, 1-Methyl-2-pyrrolidinone, Aziridine, Dimethyl sulfoxide, Fluorobenzene, 1-Chlorohexane, Iron Bacteria, Salmonella, & Sulfur Reducing Bacteria.

The following analytes are Not Part of ELAP Potable Water scope of accreditation

Cobalt (200.7, 200.8), Tin (200.7), Strontium (200.7), Gold (200.7), Platinum (200.7), Palladium (200.7), Titanium (200.7), Phosphorus (365.3), Nitrate-Nitrite (10-107-4-1C, 353.2), m-Xylene & p-Xylene (502.2, 524), Naphthalene (502.2), o-Xylene (502.2, 524), & Fecal Coliform (9222D).

The following analytes are Not Part of ELAP Solid and Hazardous Waste scope of accreditation

Ammonia (SM 4500NH3G), Nitrate-Nitrite (353.2, 10-107-4-1C), TKN (351.2), Phosphorus (365.3), Total Cresols (8270), 1,2-Dichloro-1,1,2-trifluoroethane (8260), & Chlorodifluoromethane (8260).

The following analytes are Not Part of ELAP Non Potable Water scope of accreditation

Dissolved Organic Carbon (5310C), Mecoprop (8151A), & MCPA (8151A).

The following analytes are Part of ELAP scope of accreditation but not for the noted methods

alpha-Chlordane (608), Endrin Ketone (608), gamma-Chlordane (608), PCB-1262 (608), PCB-1268 (608), 1,2-Diphenylhydrazine (625), 2-MethylNaphthalene (625), 3-Methylphenol (625), 4-Nitroaniline (625), 1,1,1,2-Tetrachloroethane (624,601), 1,1,2-Trichloro-1,2,2-trifluoroethane (601,624), 1,2,3-Trichlorobenzene (624, 601), 1,2,3-Trichloropropane (624), 1,2,4-Trichlorobenzene (601,624), 1,2,4-trimethylbenzene (624), 1,2-Dichloro-3-Chloropropane (601, 624), 1,2-Dichloro-1,1,2-trifluoroethane (601, 624), 1,3,5-Trimethylbenzene (624), 1,3-Dichloropropane (624), 2,2-dichloropropane (601,624), 2-chlorotoluene (601,624), 2-hexanone (624), 4-Chlorotoluene (601,624), 4-Isopropyltoluene (624), Acetonitrile (624), Benzyl Chloride (624, 8021), Bromobenzene (601,624), Carbon disulfide (624), Bromochloromethane (624), Dibromomethane (624), 1,2-Dibromoethane (624), Hexachlorobutadiene (624), Isopropylbenzene (624), 2-Butanone (Methyl Ethyl Ketone) (624), 4-methyl-2-pentanone (624), MTBE (602), m-Xylene & p-Xylene (8021), Naphthalene (602,624), n-Butylbenzene (624), n-Propylbenzene (624), sec-Butylbenzene (624), tert-Butylbenzene (624), trans-1,4-Dichloro-2-butene (624), & Tetrahydrofuran (8260, 624).

Definitions and Glossary

Client: Cuddy & Feder LLP

Job Number:

Abbreviation	These commonly used abbreviations may or may not be present in this report.
%R	Percent Recovery
DL, RA, RE	Indicates a Dilution, Reanalysis or Reextraction.
EPA	United States Environmental Protection Agency
MDL	Method Detection Limit - an estimate of the minimum amount of a substance that an analytical process can reliably detect. A MDL is analyte- and matrix-specific and may be laboratory-dependent.
ND	Not detected at the reporting limit (or MDL if shown).
QC	Quality Control
RL	Reporting Limit - the minimum levels, concentrations, or quantities of a target variable (e.g., target analyte) that can be reported with a specified degree of confidence.
RPD	Relative Percent Difference - a measure of the relative difference between two points

LOGIN SAMPLE RECEIPT CHECK LIST

Client: Cuddy & Feder LLP

Job Number: 420-106527-1

Login Number: 106527

Question	T/F/NA	Comment
Samples were collected by ETL employee as per SOP-SAM-1	NA	
The cooler's custody seal, if present, is intact.	NA	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	False	
Cooler Temperature is recorded.	True	21.7 C
Cooler Temp. is within method specified range.(0-6 C PW, 0-8 C NPW, or BAC <10 C	False	
If false, was sample received on ice within 6 hours of collection.	False	
Based on above criteria cooler temperature is acceptable.	False	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time.	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	False	VOA not sampled in terracore.
Sample bottles are completely filled.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	True	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	



225 Valley Place
Mamaroneck • New York 10543
Phone: (914) 777-1930
Fax: (914) 777-1928

July 28, 2016

Todd Ghiosay
NYS Department of Environmental Conservation
100 Hillside Avenue
Suite 1W
White Plains, NY 10603-2860

NYS DEC Spill # 16-03121
Location: Redwood Nursery, 144 Weaver Street, Larchmont, NY, Westchester County

Dear Mr. Ghiosay,

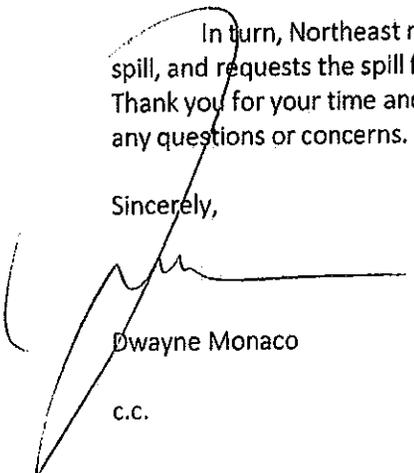
This letter is to inform you that Northeast Environmental Inc. was the hired contractor for the remediation of petroleum contaminated soils at the above referenced location.

On July 12, 2016, Northeast mobilized onsite for the remediation of spilled #2 fuel oil stemming from a leaking AST. Previously removed by others. Effected soils were hand excavated and drummed for disposal at Soil Safe, Carteret, NJ. During soil excavation, soils were field screened with a PID meter for Volatile Organic Contaminates (VOCs). Once acceptable PID readings were achieved, Northeast extracted one composite post excavation soil sample for laboratory analysis.

The sample was then delivered to a NYS certified laboratory and analyzed according to Department of Environmental Conservation (DEC) protocol. Analytical results were then compared to NYSDEC CP-51 Volatile Organic Contaminates (VOCs) and Semi-Volatile Organic Contaminates (SVOCs) Soil Cleanup Criteria Table. No analytes were observed to be elevated above the NYSDEC Required Soil Cleanup Objective with respect to CP-51.

In turn, Northeast recommends that no further remedial work is necessary regards to this spill, and requests the spill file be deemed inactive. Thank you for your time and cooperation. Please feel free to contact me at (914) 777-1930 with any questions or concerns.

Sincerely,



Dwayne Monaco

c.c.



Technical Report

prepared for:

Northeast Environmental Inc.
225 Valley Place
Mamaroneck NY, 10543
Attention: Mr. Dwayne Monaco

Report Date: 07/22/2016
Client Project ID: Redwood Nursery 144 Weaver St Larchmont NY
York Project (SDG) No.: 16G0645

CT Cert. No. PH-0723

New Jersey Cert. No. CT-005



New York Cert. No. 10854

PA Cert. No. 68-04440

120 RESEARCH DRIVE

STRATFORD, CT 06615

(203) 325-1371

FAX (203) 357-0166

Report Date: 07/22/2016
Client Project ID: Redwood Nursery 144 Weaver St Larchmont NY
York Project (SDG) No.: 16G0645

Northeast Environmental Inc.
225 Valley Place
Mamaroneck NY, 10543
Attention: Mr. Dwayne Monaco

Purpose and Results

This report contains the analytical data for the sample(s) identified on the attached chain-of-custody received in our laboratory on July 19, 2016 and listed below. The project was identified as your project: **Redwood Nursery 144 Weaver St Larchmont NY.**

The analyses were conducted utilizing appropriate EPA, Standard Methods, and ASTM methods as detailed in the data summary tables.

All samples were received in proper condition meeting the customary acceptance requirements for environmental samples except those indicated under the Notes section of this report.

All analyses met the method and laboratory standard operating procedure requirements except as indicated by any data flags, the meaning of which are explained in the attachment to this report, and case narrative if applicable.

The results of the analyses, which are all reported on dry weight basis (soils) unless otherwise noted, are detailed in the following pages.

Please contact Client Services at 203.325.1371 with any questions regarding this report.

<u>York Sample ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Date Collected</u>	<u>Date Received</u>
16G0645-01	Post Ex	Soil	07/12/2016	07/19/2016

General Notes for York Project (SDG) No.: 16G0645

1. The RLs and MDLs (Reporting Limit and Method Detection Limit respectively) reported are adjusted for any dilution necessary due to the levels of target and/or non-target analytes and matrix interference. The RL(REPORTING LIMIT) is based upon the lowest standard utilized for the calibration where applicable.
2. Samples are retained for a period of thirty days after submittal of report, unless other arrangements are made.
3. York's liability for the above data is limited to the dollar value paid to York for the referenced project.
4. This report shall not be reproduced without the written approval of York Analytical Laboratories, Inc.
5. All samples were received in proper condition for analysis with proper documentation, unless otherwise noted.
6. All analyses conducted met method or Laboratory SOP requirements. See the Qualifiers and/or Narrative sections for further information.
7. It is noted that no analyses reported herein were subcontracted to another laboratory, unless noted in the report.
8. This report reflects results that relate only to the samples submitted on the attached chain-of-custody form(s) received by York.

Approved By:



Benjamin Gulizia
Laboratory Director

Date: 07/22/2016





Sample Information

Client Sample ID: Post Ex

York Sample ID: 16G0645-01

York Project (SDG) No.
16G0645

Client Project ID
Redwood Nursery 144 Weaver St Larchmont NY

Matrix
Soil

Collection Date/Time
July 12, 2016 3:00 pm

Date Received
07/19/2016

Volatile Organics, CP-51 (formerly STARS) List

Log-in Notes: VOA-CONT Sample Notes: VOA-CONT

Sample Prepared by Method: EPA 5035A

CAS No.	Parameter	Result	Flag	Units	Reported to LOD/MDL	LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
95-63-6	1,2,4-Trimethylbenzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
108-67-8	1,3,5-Trimethylbenzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
71-43-2	Benzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 08:08	07/21/2016 21:03	SS
100-41-4	Ethyl Benzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 08:08	07/21/2016 21:03	SS
98-82-8	Isopropylbenzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
1634-04-4	Methyl tert-butyl ether (MTBE)	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
91-20-3	Naphthalene	ND		ug/kg dry	3.9	16	1	EPA 8260C Certifications: NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
104-51-8	n-Butylbenzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
103-65-1	n-Propylbenzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
95-47-6	o-Xylene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854	07/21/2016 08:08	07/21/2016 21:03	SS
179601-23-1	p- & m- Xylenes	ND		ug/kg dry	7.9	16	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854	07/21/2016 08:08	07/21/2016 21:03	SS
99-87-6	p-Isopropyltoluene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
135-98-8	sec-Butylbenzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
98-06-6	tert-Butylbenzene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP	07/21/2016 08:08	07/21/2016 21:03	SS
108-88-3	Toluene	ND		ug/kg dry	3.9	7.9	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 08:08	07/21/2016 21:03	SS
1330-20-7	Xylenes, Total	ND		ug/kg dry	12	24	1	EPA 8260C Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 08:08	07/21/2016 21:03	SS
Surrogate Recoveries		Result	Acceptance Range								
17060-07-0	Surrogate: 1,2-Dichloroethane-d4	108 %	77-125								
2037-26-5	Surrogate: Toluene-d8	102 %	85-120								
460-00-4	Surrogate: p-Bromofluorobenzene	119 %	76-130								

Semi-Volatiles, CP-51 (formerly STARS) List

Log-in Notes: VOA-CONT Sample Notes:

Sample Prepared by Method: EPA 3546 SVOA

CAS No.	Parameter	Result	Flag	Units	Reported to LOD/MDL	LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
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Sample Information

Client Sample ID: Post Ex

York Sample ID: 16G0645-01

York Project (SDG) No.
16G0645

Client Project ID
Redwood Nursery 144 Weaver St Larchmont NY

Matrix
Soil

Collection Date/Time
July 12, 2016 3:00 pm

Date Received
07/19/2016

Semi-Volatiles, CP-51 (formerly STARS) List

Log-in Notes: VOA-CONT Sample Notes:

Sample Prepared by Method: EPA 3546 SVOA

CAS No.	Parameter	Result	Flag	Units	Reported to LOD/MDL	LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
83-32-9	Acenaphthene	ND		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
208-96-8	Acenaphthylene	ND		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
120-12-7	Anthracene	380		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
56-55-3	Benzo(a)anthracene	880		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
50-32-8	Benzo(a)pyrene	370		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
205-99-2	Benzo(b)fluoranthene	380		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
191-24-2	Benzo(g,h,i)perylene	190	J	ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
207-08-9	Benzo(k)fluoranthene	510		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
218-01-9	Chrysene	880		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
53-70-3	Dibenzo(a,h)anthracene	ND		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
206-44-0	Fluoranthene	2000		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
86-73-7	Fluorene	150	J	ug/kg dry	99	200	2	EPA 8270D Certifications: NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
193-39-5	Indeno(1,2,3-cd)pyrene	230		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
91-20-3	Naphthalene	130	J	ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
85-01-8	Phenanthrene	1800		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
129-00-0	Pyrene	1800		ug/kg dry	99	200	2	EPA 8270D Certifications: CTDOH,NELAC-NY10854,NJDEP,PADEP	07/21/2016 07:23	07/22/2016 01:16	KH
Surrogate Recoveries		Result	Acceptance Range								
4165-60-0	Surrogate: Nitrobenzene-d5	53.3 %	22-108								
321-60-8	Surrogate: 2-Fluorobiphenyl	61.4 %	21-113								
1718-51-0	Surrogate: Terphenyl-d14	59.2 %	24-116								

Total Solids

Log-in Notes: VOA-CONT Sample Notes:

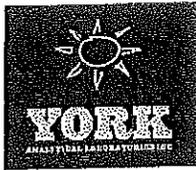
Sample Prepared by Method: % Solids Prep

CAS No.	Parameter	Result	Flag	Units	Reported to LOD/MDL	LOQ	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
solids	% Solids	63.4		%	0.100	0.100	1	SM 2540G Certifications: CTDOH	07/22/2016 09:07	07/22/2016 16:24	TJM



Volatile Analysis Sample Containers

Lab ID	Client Sample ID	Volatile Sample Container
16G0645-01	Post Ex	2 oz. WM Clear Glass Cool to 4° C



Notes and Definitions

VOA-CONT NON-COMPLIANT- the container(s) provided by the client for soil volatiles do not meet the requirements of EPA SW846-5035A. Results reported below 200 ug/kg may be biased low due to samples not being collected according to EPA SW846 5035A requirements.

S-08 The recovery of this surrogate was outside of QC limits.

J Detected below the Reporting Limit but greater than or equal to the Method Detection Limit (MDL/LOD) or in the case of a TIC, the result is an estimated concentration.

* Analyte is not certified or the state of the samples origination does not offer certification for the Analyte.

ND NOT DETECTED - the analyte is not detected at the Reported to level (LOQ/RL or LOD/MDL.)

RL REPORTING LIMIT - the minimum reportable value based upon the lowest point in the analyte calibration curve.

LOQ LIMIT OF QUANTITATION - the minimum concentration of a target analyte that can be reported within a specified degree of confidence. This is the lowest point in an analyte calibration curve that has been subjected to all steps of the processing/analysis and verified to meet defined criteria. This is based upon NELAC 2009 Standards and applies to all analyses

LOD LIMIT OF DETECTION - a verified estimate of the minimum concentration of a substance in a given matrix that an analytical process can reliably detect. This is based upon NELAC 2009 Standards and applies to all analyses conducted under the auspices of EPA SW-846.

MDL METHOD DETECTION LIMIT - a statistically derived estimate of the minimum amount of a substance an analytical system can reliably detect with a 99% confidence that the concentration of the substance is greater than zero. This is based upon 40 CFR Part 136 Appendix B and applies only to EPA 600 and 200 series methods.

Reported to This indicates that the data for a particular analysis is reported to either the LOD/MDL, or the LOQ/RL. In cases where the "Reported to" is located above the LOD/MDL, any value between this and the LOQ represents an estimated value which is "J" flagged accordingly. This applies to volatile and semi-volatile target compounds only.

NR Not reported

RPD Relative Percent Difference

Wet The data has been reported on an as-received (wet weight) basis

Low Bias Low Bias flag indicates that the recovery of the flagged analyte is below the laboratory or regulatory lower control limit. The data user should take note that this analyte may be biased low but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.

High Bias High Bias flag indicates that the recovery of the flagged analyte is above the laboratory or regulatory upper control limit. The data user should take note that this analyte may be biased high but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.

Non-Dir. Non-dir. flag (Non-Directional Bias) indicates that the Relative Percent Difference (RPD) (a measure of precision) among the MS and MSD data is outside the laboratory or regulatory control limit. This alerts the data user where the MS and MSD are from site-specific samples that the RPD is high due to either non-homogeneous distribution of target analyte between the MS/MSD or indicates poor reproducibility for other reasons.

If EPA SW-846 method 8270 is included herein it is noted that the target compound N-nitrosodiphenylamine (NDPA) decomposes in the gas chromatographic inlet and cannot be separated from diphenylamine (DPA). These results could actually represent 100% DPA, 100% NDPA or some combination of the two. For this reason, York reports the combined result for n-nitrosodiphenylamine and diphenylamine for either of these compounds as a combined concentration as Diphenylamine.

If Total PCBs are detected and the target aroclors reported are "Not detected", the Total PCB value is reported due to the presence of either or both Aroclors 1262 and 1268 which are non-target aroclors for some regulatory lists.

2-chloroethylvinyl ether readily breaks down under acidic conditions. Samples that are acid preserved, including standards will exhibit breakdown. The data user should take note.

Certification for pH is no longer offered by NYDOH ELAP.

Semi-Volatile and Volatile analyses are reported down to the LOD/MDL, with values between the LOD/MDL and the LOQ being "J" flagged as estimated results.

For analyses by EPA SW-846-8270, the Limit of Quantitation (LOQ) reported for benzidine is based upon the lowest standard used for calibration and is not a verified LOQ due to this compound's propensity for oxidative losses during extraction/concentration procedures and non-reproducible chromatographic performance.





Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 1603121
Spill Date/Time: 06/26/2016 09:00:00 AM
Call Received Date: 06/30/2016 Call Received Time: 08:18:00 AM

Location

Spill Name: REDWOOD NURSERY YARD
Address: 144 WEAVER ST
City: LARCHMONT County: Westchester

Spill Description

Material Spilled Amount Spilled Resource Affected

#2 fuel oil UNKNOWN Soil , Soil
Cause: Equipment Failure
Source: Commercial/Industrial
Waterbody:

Record Close

Date Spill Closed: 08/02/2016

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.
[Refine This Search](#)

EXHIBIT B

402
1

AT a Term of an Official Referee
of the New York Supreme Court
held in and for the County of
Westchester, at his Chambers
in Port Chester, New York, on
the 2nd day of November, 1961.

P R E S E N T:

Hon. Frederick G. Schmidt,

Official Referee

TOWN OF MAMARONECK,

Plaintiff

O R D E R

-against-

File No.

MARY TECCE and AUGUSTO VENTURA,

4669/1958

Defendants

This action having been commenced by personal service of the summons and complaint upon all of the defendants and having been discontinued by stipulation dated March 8, 1961 as against the defendant Augusto Ventura; and John L. Delius, Town Attorney for the Town of Mamaroneck having appeared as attorney for the plaintiff; and Clark, Gagliardi, Gallagher & Smyth having appeared as attorneys for the defendant Mary Tecce and interposed an answer; and the matter having been referred to Hon. Frederick G. Schmidt, Official Referee by order of this Court dated February 13, 1959; and Jerome N. Wanshel having been substituted as attorney for defendant Mary Tecce; and this matter having been duly reached for trial before the Referee; and John L. Delius having appeared as attorney for the plaintiff Town of Mamaroneck and Jerome N. Wanshel being substituted as attorney for the defendant Mary Tecce having appeared for defendant Mary Tecce; and the Official Referee having duly made and filed his decision in writing, setting forth separately findings of fact and conclusions of law

NOW, on motion of JOHN L. DELIUS, attorney for the plaintiff Town of Mamaroneck, it is hereby

ORDERED, ADJUDGED AND DECREED, that the defendant Mary Tesce be and she hereby is enjoined and restrained

(1) From using the property which is the subject of this action for any business purpose except for the conduct and carrying on of the general nursery business, to purchase, acquire, sell, exchange, raise, propagate, cultivate or otherwise deal in plants, small trees, shrubs, humus, peat moss, top soil, fertilizer, seedlings and flowers from the plants cultivated and propagated on the premises and generally to buy and sell all products usually sold in the conduct of a general nursery business.

(2) From placing or erecting upon the premises any building or structure other than the main house or building presently existing, except in conformity with the existing Zoning Ordinance of the Town of Mamaroneck or by reason of any variance obtained from the Zoning Board of Appeals of the Town of Mamaroneck.

(3) From displaying any exterior sign, except a sign substantially the same as the one presently situated on the premises, which may be replaced from time to time, and in addition, an exterior sign during the Christmas season commencing with Thanksgiving Day and ending with New Year's Day, no larger than the present sign now upon the premises and no closer to the street line than the present permanent sign, announcing the sale of Christmas trees, wreaths, and the usual Christmas decorations sold by a general nursery business.

(4) From manufacturing and assembling for sale items for sale in the wholesale or retail trade other than those specifically excepted in paragraph (1) above, with

the further exception that the owner may, during such Christmas season of any year, sell and display Christmas trees, and may assemble and sell artifacts and evergreen decorative pieces made of evergreens, holly and similar material, suitable for the Christmas trade, both wholesale and retail. Such Christmas trees and decorative pieces may be stored at any place upon the premises inside of the present split rail fence now situated on the premises, and Christmas trees may be lined against both sides of the fence, provided that such trees do not extend beyond the sidewalk.

(5) From using any outdoor lighting, except that during the Christmas season commencing with Thanksgiving Day and ending with New Year's Day the defendant may use such exterior lights as shall conform with the provisions of the Town Ordinance in regard to outdoor lighting. Nothing herein contained, however, shall be construed to limit or restrict the owner from displaying such Christmas and New Year decorations and lighting as may be similar to decorations and lighting, interior and exterior, commonly used by the residents of the neighborhood.

(6) From using any trucks in connection with the conduct of the nursery business permitted by this decree, except that two (2) trucks, neither one of which may be larger than what is classified as a two-ton truck may be used, stored and parked upon the premises in the rear of the present structure not less than 75 feet from Weaver Street and from Palmer Avenue. For the purpose of ingress and egress of such trucks the owner may use either driveway presently situated on the premises.

* (7) From using the present front porch except for residential purposes and for the display of potted plants, plants, and flats, seedlings, and spring flower plants, and during the Christmas season commencing with Thanksgiving

Day and ending with New Year's Day for the interior display, arrangement, assembly, and artificating of merchandise as described in paragraph (4) of this decree; but no sign or other advertisement shall be used in connection with such display and no "for sale" sign or commercial sign shall be installed or used.

E N T E R

FREDERICK G. SCHMIDT,
Official Referee of the
Supreme Court.

EXHIBIT C

Mr. Powers

CERTIFICATION

As Chairman of the Zoning Board of Appeals of the Town of Mamaroneck, I hereby certify that the following is a true copy of a Resolution adopted by the Zoning Board of Appeals of the Town of Mamaroneck at a hearing held May 24, 1972.

WHEREAS, Mr. Daniel and Mr. Biagio Zarrilli have submitted an application for a building permit to the Building Inspector to allow the construction of an accessory garage structure to park two trucks incidental to a non-conforming nursery business together with plans; and

WHEREAS, the Building Inspector has refused to issue such permit on the grounds that the plans submitted failed to comply with the Zoning Ordinance of the Town of Mamaroneck with particular reference to Article IV Section 410 Schedule of Permitted Uses in an R-7.5 Residential District of the Zoning Ordinance which does not permit accessory structures customarily incidental to non-conforming business uses on the premises located at 144 Weaver Street and known on the Tax Assessment Map of the Town of Mamaroneck as Block 402 Parcel 1; and

WHEREAS, Mr. Daniel and Mr. Biagio Zarrilli have submitted to this Board an application for a variance on the ground of practical difficulty and/or unnecessary hardship for the following reasons:

1. The applicants are without garage facilities.
2. At the present time two trucks and two cars are parked out in the open.
3. If the applicants are permitted to build the garage the trucks and cars will be parked in the garage and the appearance of the property will be improved.

WHEREAS, the applicants amended the plan so that the proposed garage would face Weaver Street instead of Palmer Avenue and be located a minimum distance of 10 feet from the northerly side line and a minimum distance of 110 feet from Weaver Street.

WHEREAS, this Board has examined the plans, reviewed the application and has heard all persons interested in this application after publication of a notice thereof;

NOW, THEREFORE, BE IT

RESOLVED, that this Board grants the application as amended on the following grounds:

- (a) That there are special circumstances and conditions applying to the land and/or building for which a variance is sought, which circumstances and/or conditions are peculiar to such land and/or building and do not apply generally to the land and/or buildings in the district, and which circumstances and conditions have not resulted from any acts of the applicant subsequent to the date of the Zoning Regulations appealed from.
- (b) That the aforesaid circumstances and/or conditions are as follows:
 1. That the construction of a two car garage accessory to the existing dwelling could be built without a variance.
 2. That the judgment made in 1961 permitted two two ton trucks to be parked on the rear of the property.
 3. By placing the trucks in a garage the appearance of the property will be improved.

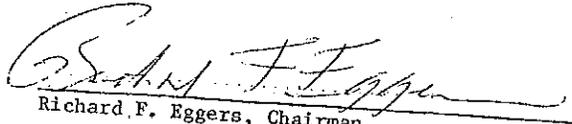
(c) That the granting of this variance will be in harmony with the general purposes and intent of this Ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and it is

FURTHER RESOLVED, that a variance is hereby granted to the applicant and that Article IV Section 410 Schedule of Permitted Uses in an R-7.5 Residential District of the Zoning Ordinance so as to allow the construction of an accessory garage to park two trucks incidental to a non-conforming nursery business on the premises located at 144 Weaver Street and known on the Tax Assessment Map of the Town of Mamaroneck as Block 402 Parcel 1 in strict conformance with plans filed with this application and amended, subject to the following condition, provided that the applicant complies in all other respects with the Zoning Ordinance and Building Code of the Town of Mamaroneck.

That there be no open area storage of vehicles on the property.

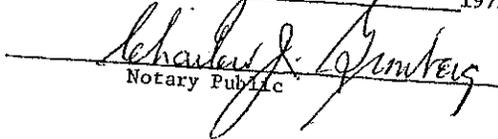
FURTHER RESOLVED, that in accordance with the Rules and Regulations of the Zoning Ordinance where a variance is granted the applicant shall obtain a building permit within three months of the filing of this Resolution with the Town Clerk. The building permit shall be void if construction is not started within six months and completed within two years of the date of said permit.

FURTHER RESOLVED, that this decision be filed with the Town Clerk as provided in Section 267 of the Town Law.


Richard F. Eggers, Chairman

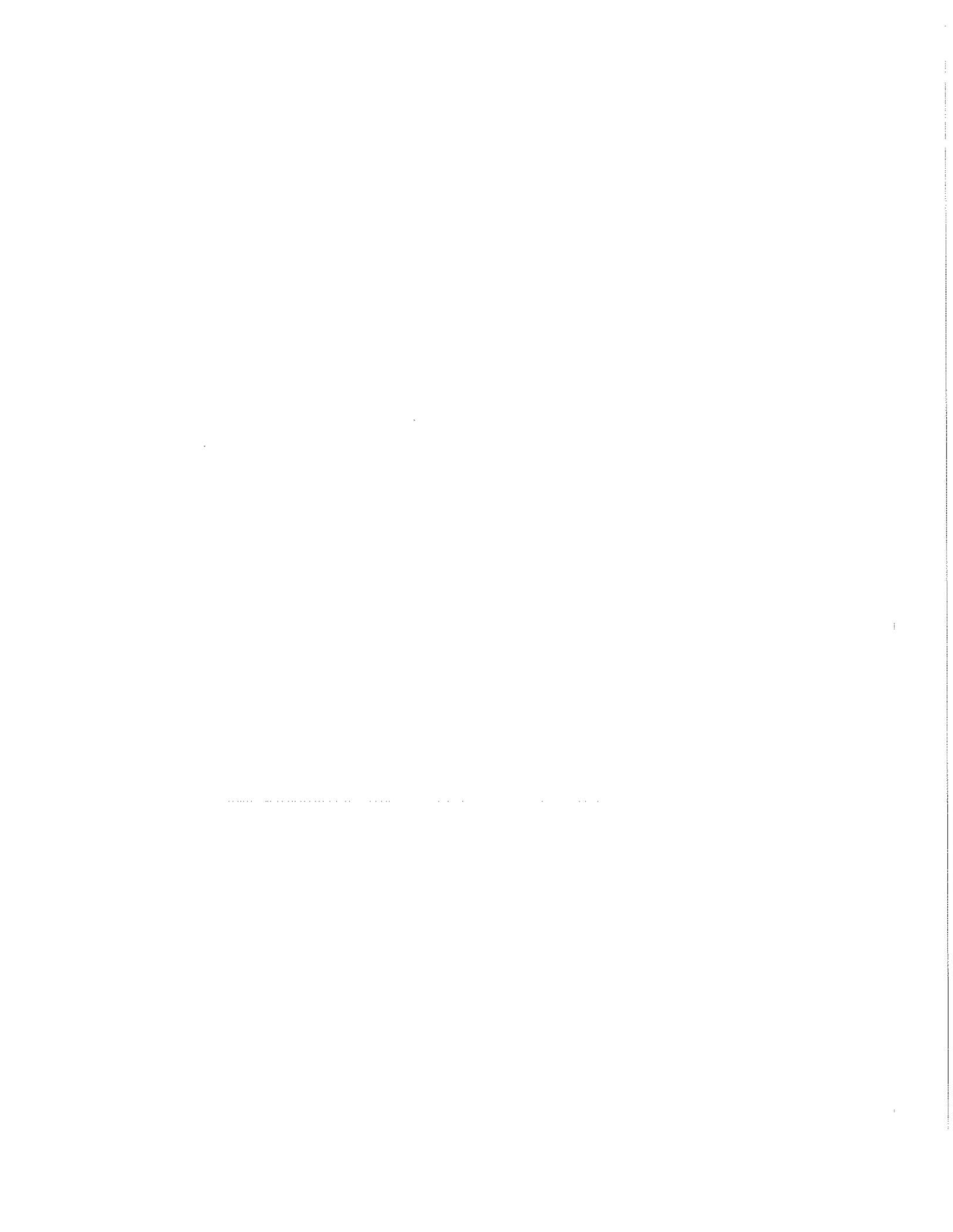
Sworn to before me this 9TH day

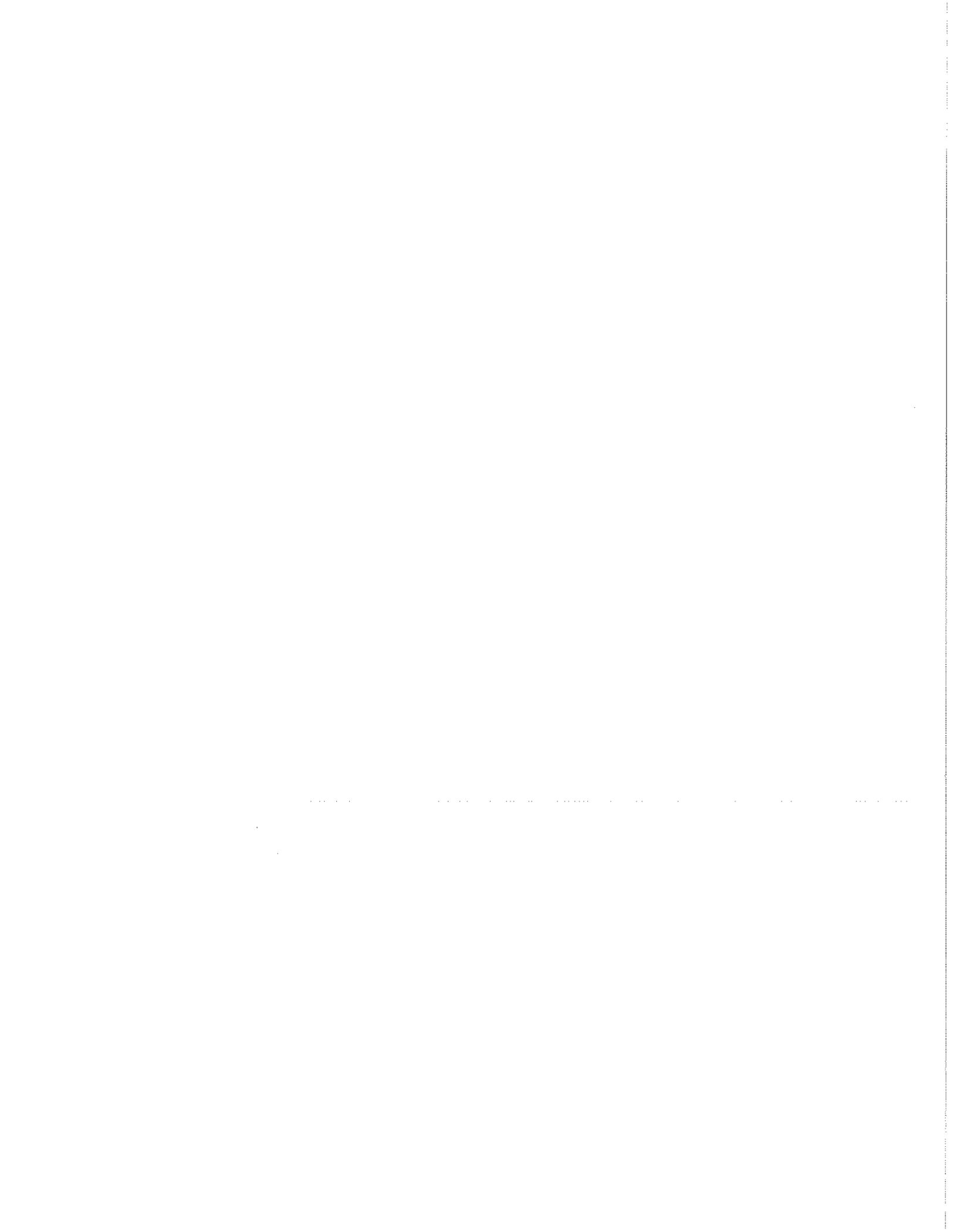
of August 1972


Notary Public

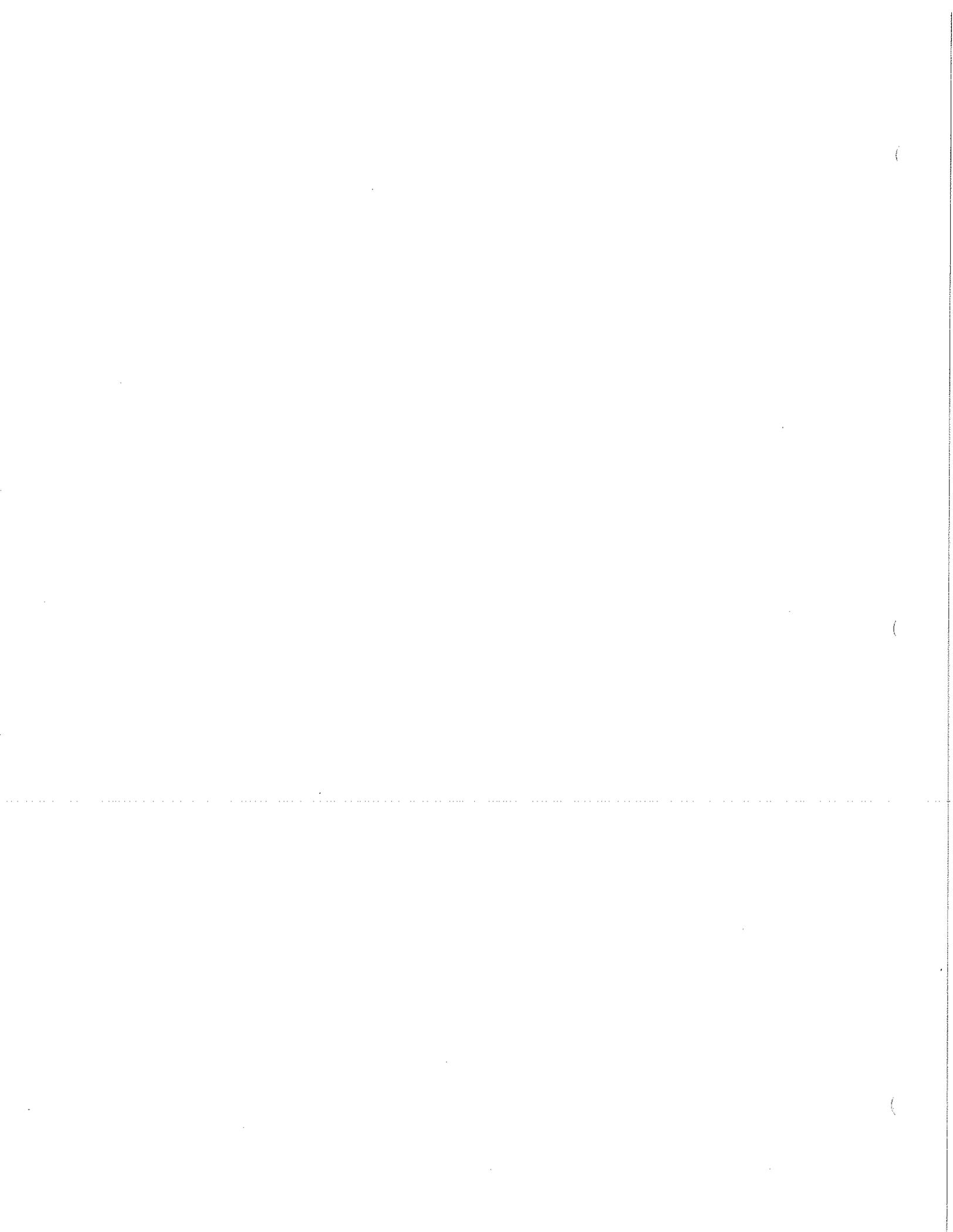
CHARLES J. GRONBERG
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1973



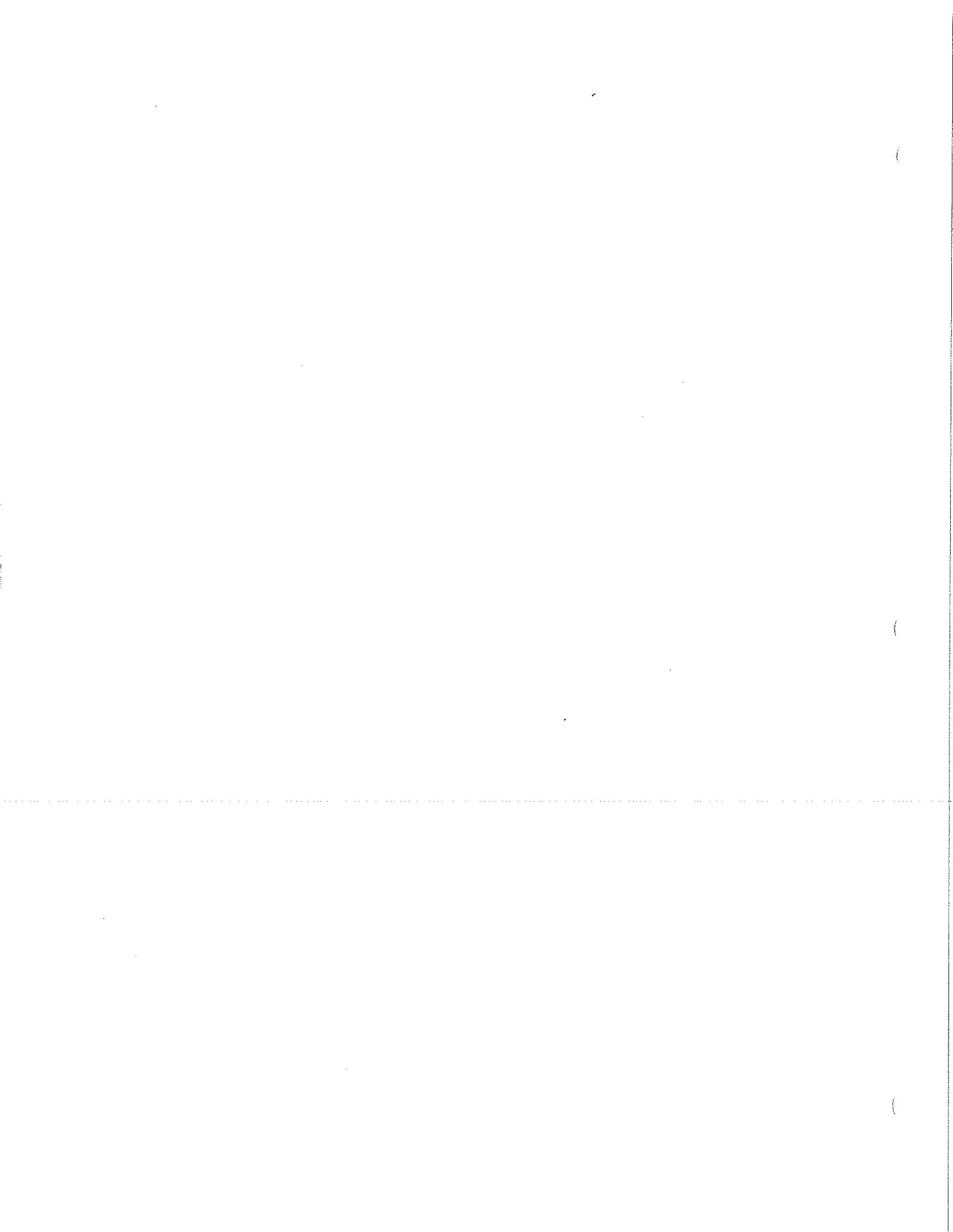




**WORKSESSION
ITEM 4**

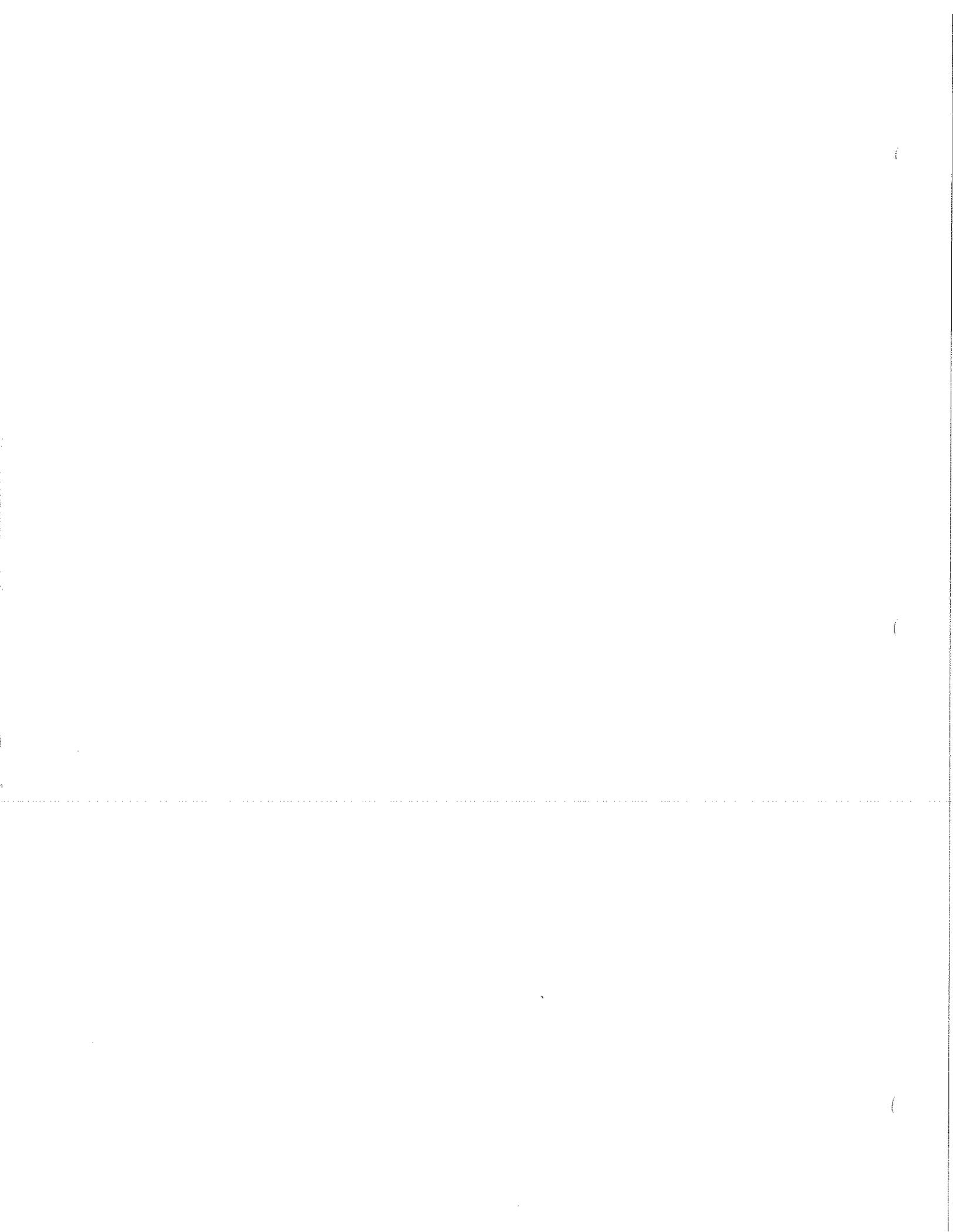


NO ATTACHMENT



FIRE COMMISSION

ITEM 1



Town of Mamaroneck

From: Tony Siligato - Town Comptroller

Re: Fire Claims

Date: September 21, 2016

The following Town of Mamaroneck Fire Department claims have been certified by Chief Noah Goldberg and submitted to the Comptroller's Office for payment:

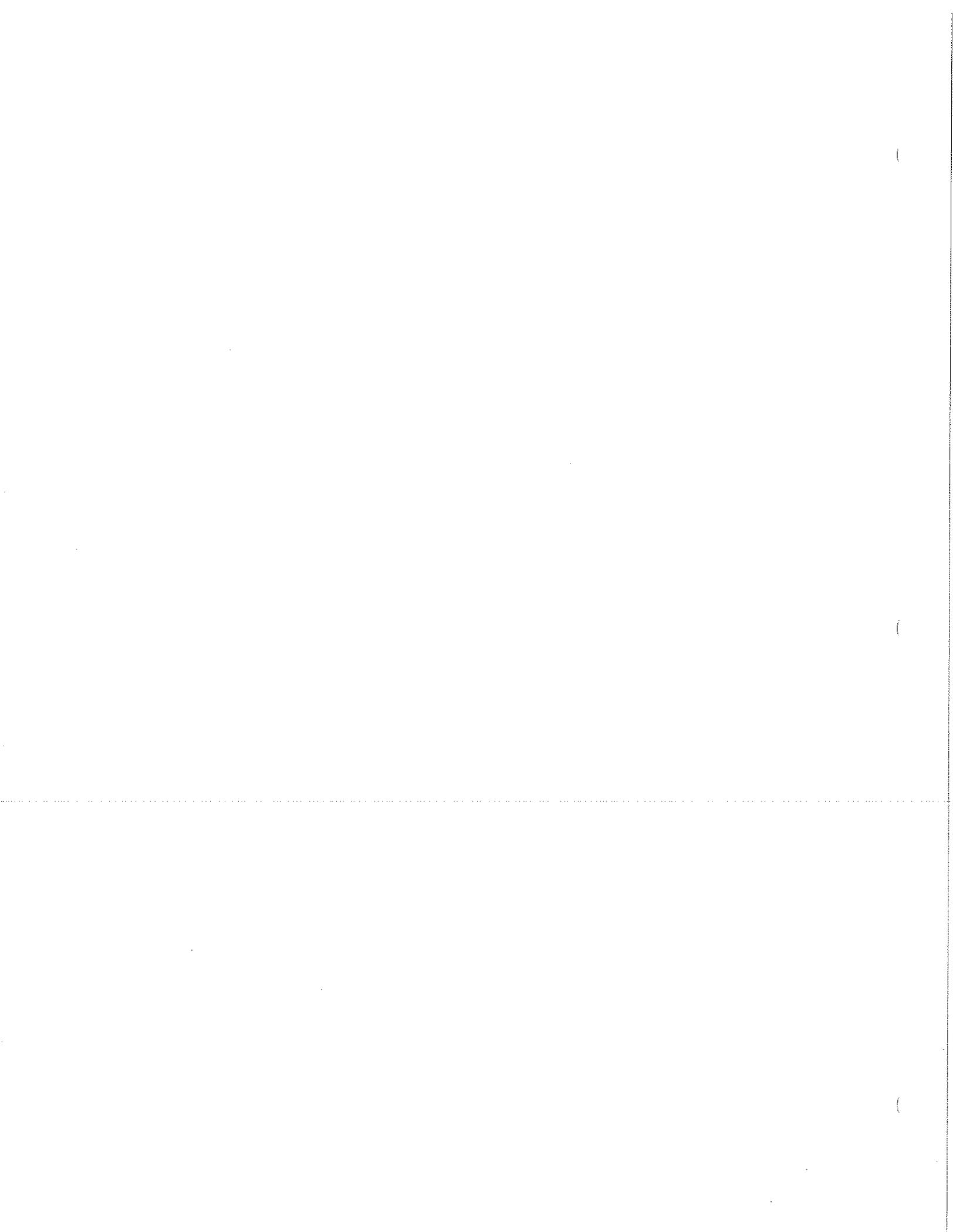
<u>VENDOR</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
Bound Tree Medicals, LLC	Sanitizer, gloves large & extra large	\$	105.00
Chatsworth Cleaners	Uniform cleaning July & August 2016	\$	106.76
Con Edison	Fire HQ service 7/29-8/29/19	\$	129.72
Minerva Cleaners LLC	Advanced Inspection of pants, patches, velcro, leg trim etc.	\$	206.00
NFPA	Fire prevention material	\$	334.95
Town of Mamaroneck Fire Dept.	Food for August Dept. Drill 8/23/16	\$	160.00
Uni First Corp.	Cleaning supplies for building 8/26, 9/2/16	\$	77.46
Villa Maria Pizza	Food for Explorer Drill 9/7/16	\$	73.02
Westch Elevator Services, Inc.	Maintenance for month of September 2016	\$	175.00
		\$	-
Total:		\$	1,367.91

✓
mm
9/16/16

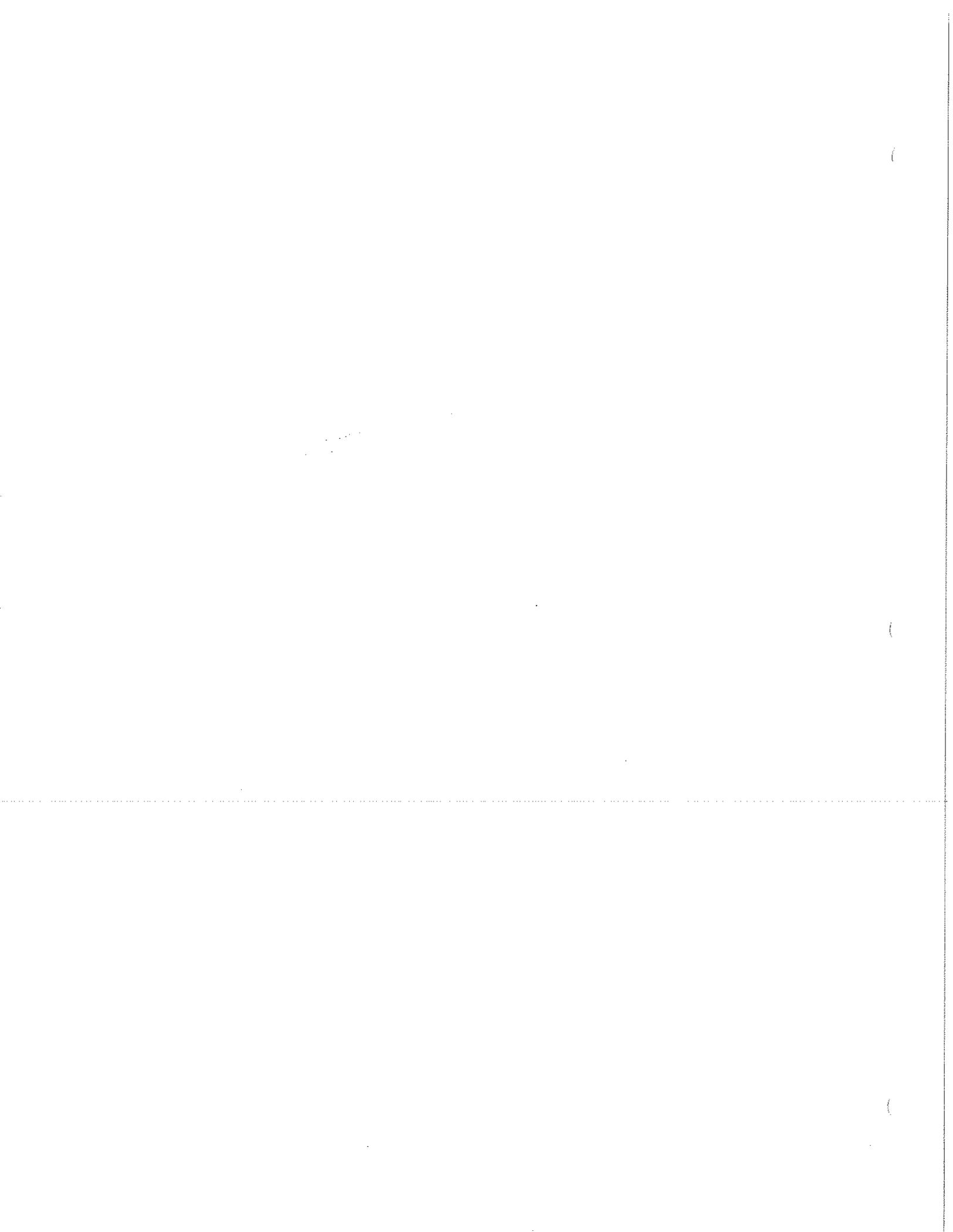


FIRE COMMISSION

ITEM 2

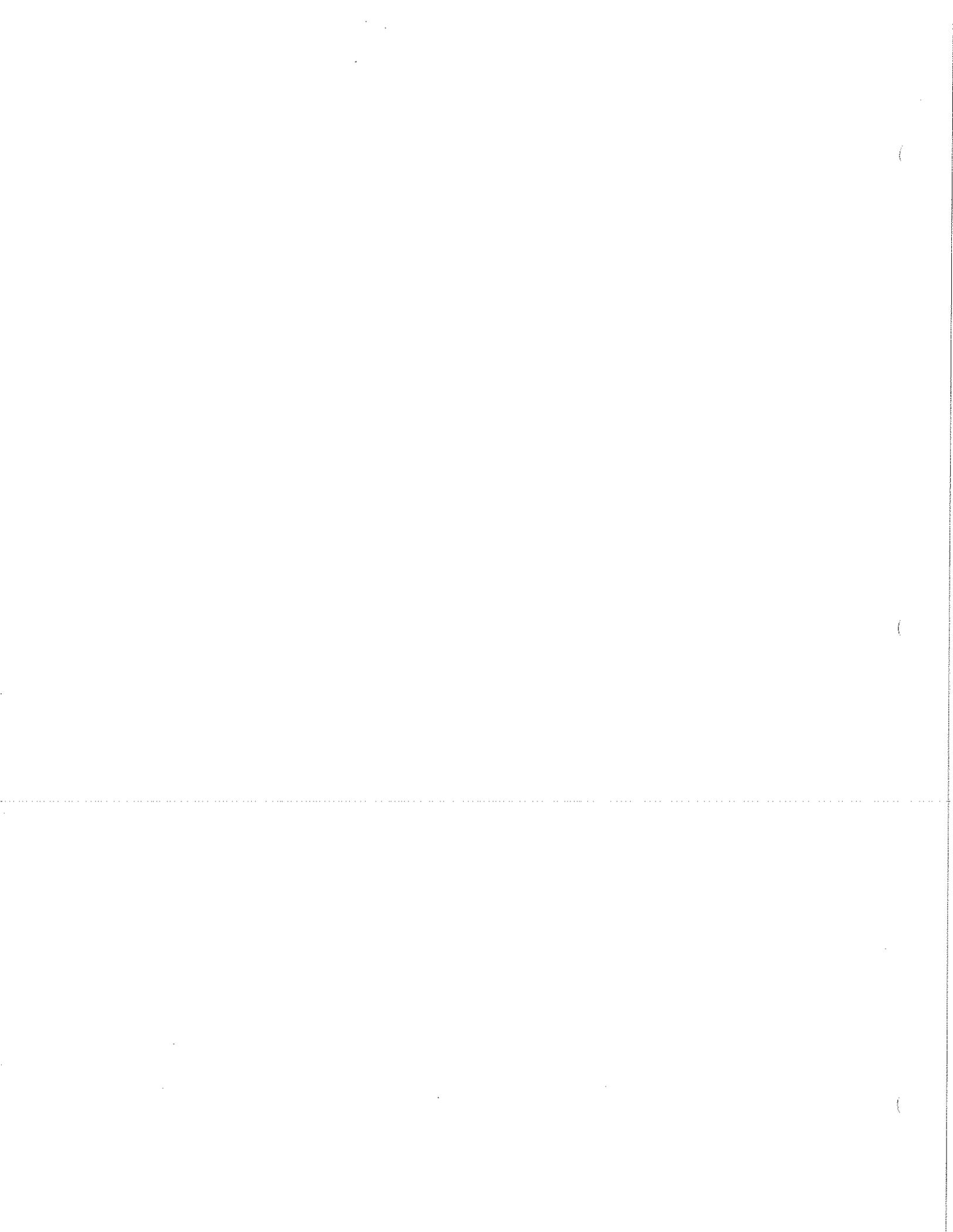


NO ATTACHMENT



AFFAIRS OF THE TOWN

ITEM 1





Town of Mamaroneck

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

OFFICE OF THE TOWN ADMINISTRATOR

TEL: 914/381-7810

FAX: 914/381-7809

townadministrator@townofmamaroneck.org

www.townofmamaroneck.org

TO: SUPERVISOR AND TOWN BOARD
RE: AUTHORIZATION – RENEWAL OF LICENSE AGREEMENT
CARETAKER - 685 WEAVER STREET
DATE: SEPTEMBER 16, 2016

Since 1987 when the Town of Mamaroneck originally purchased the former Monroe Nursery School at 685 Weaver Street a caretaker has resided at the site to provide security, custodial and maintenance services. The arrangement has proven to be a positive for the Town to insure the care and security of the building. Additionally the Town has realized a savings in cost for repairs and maintenance to the building. In June of 2003 the Town entered into a license agreement with Michael and Karen Orchanian to serve as caretakers of 685 Weaver Street. As the Board is aware Michael Orchanian serves as the Building Superintendent for the Town Center and also assists with the coordination of building maintenance at the VFW Building.

In the time since Michael and his wife have moved into the facility we have seen a dramatic increase in the usage of the building and grounds. Aside from the Town summer camps in July and part of August, the Sheldrake Environmental Center has moved its operations into the building. As a result the facility is used almost seven days a week. The Center's offices are now in the building and their programs now include weekends throughout the year. In addition other organizations will from time to time meet in the building.

All of the additional usage has increased the custodial and maintenance responsibilities in the building. Michael has done a great job keeping up with the increased workload and overseeing maintenance of the facility. The building is always clean and prepared for whatever activities are scheduled. Because the building is quite old, Michael has also been attentive to necessary repairs.

The most recent extension of the original agreement expired August 31, 2015. Based upon Michael's continued excellent performance the recommendation is to enter into another three year lease that would expire commence on September 1, 2015 and expire on August 30, 2018. In addition the agreement would be amended to provide for two, two year extensions. The extensions would be granted at the discretion of the Town.

Although Michael is required to provide all maintenance and custodial tasks for the building, a rent is charged for utilities used in the apartment. Currently the rent charged to Michael is \$300 per month. The recommendation is to increase the rent to \$325 per month effective September 1, 2016.



LICENSE AGREEMENT

AGREEMENT made as of September 3, 2008 between the Town of Mamaroneck (“Licensor”) a municipal corporation, with offices at the Town Center, 740 West Boston Post Road, Mamaroneck, New York 10543 and Michael Orchanian and Karen Orchanian (“Licensees”) now residing at 684 Weaver Street, Mamaroneck, New York 10543.

WHEREAS, the Licensor is the owner of the premises known as 685 Weaver Street, Larchmont, New York 10538 (the “Premises”); and

WHEREAS, the Licensor desires to grant a License to the Licensees to inhabit the living quarters on the second floor of the building on the Premises in exchange for a monthly fee and for the provision of certain services by the Licensees with respect to the maintenance of the Premises; and

WHEREAS, the Licensees have represented to the Licensor that they are willing and able to perform the services required to be performed by the Licensees under this agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Licensor grants a three year License to the Licensees commencing on June 1, 2008 and ending on May 31, 2011 to inhabit the living quarters on the second floor of the building on the Premises (“Living Quarters”). This License may be revoked by either party at any time on 90 days written notice to the other.

2. (a) The Licensees agree to pay to the Licensor a License Fee of three hundred (\$300.00) dollars per month on the first day of each month during the term of this agreement. If the monthly fee is received by the Licensor after the 15th of the month in which it is due, the Licensees shall also pay the Licensor a late fee of twenty-five (\$25.00) dollars.

(b) The Licensees shall post the sum of six hundred (\$600.00) dollars to ensure the faithful performance of their duties under this agreement. If the Licensees fail to pay any installment of the monthly License Fee, the Licensor may deduct the unpaid amount from this security and after being notified that the Licensor has done so, the Licensees shall immediately replenish the security so that the amount held as security shall be six hundred (\$600.00) dollars.

(c) The Licensees further agree to fulfill the following duties with respect to the Premises:

A) Sweep/vacuum and mop the building on the Premises on a daily basis, and polish the floors, including halls and kitchen, on a monthly basis;

- B) Clean and sanitize the lavatory facilities in the building on the Premises on a daily basis;
- C) Collect and take out the garbage on a daily basis;
- D) Replace interior and exterior light bulbs on the Premises as necessary;
- E) Keep the building on the Premises and the grounds free from litter and refuse;
- F) Open and close the Premises and gate daily and for evening meetings and other scheduled events or activities;
- G) Wash the interior and the exterior windows of the building on the Premises twice a year, once in the Spring and once in the Fall;
- H) Trim the bushes and shrubs adjacent to the building on the Premises;
- I) Remove snow from all pedestrian pathways on the Premises;
- J) Paint the interior of the building on the Premises and the exterior trim and other exterior woodwork of the building on the Premises when directed to do so by the Town Administrator's office;
- K) Check the HVAC, plumbing, electrical and other systems on the Premises for problems;
- L) Make minor repairs to the HVAC, plumbing, and electrical systems on the Premises as required;
- M) Report all major problems with the HVAC, plumbing and electrical systems on the Premises to the Town Administrator's office promptly;
- N) Keep the building on the Premises and the Premises itself in good repair, ordinary wear and tear excepted;

3. Building maintenance supplies shall be provided by the Town. The

Licensees are responsible for restocking paper supplies. The Licensees may advance the cost for any expenses incurred to maintain the Premises, but the Licensees shall not be reimbursed for any advance made by the Licensees in excess of twenty-five (\$25.00) dollars without prior approval by the Town Administrator's office.

4. The Licensees have inspected the Living Quarters and agree to accept it in an "as is" condition. The Licensor specifically makes no representations as to the condition of the Living Quarters. The Licensor agrees to supply paint to the Licensees and to provide a refrigerator/freezer and an oven/stove.

5. The Licensees specifically understand and agree that the license granted by this agreement is granted to them only, that this agreement is not a lease, that the Licensees are "licensees" within the meaning of section 713(7) of the New York Real Property Actions and Proceedings Law and that the Licensees do not have and have not been granted an interest in the Premises or the Living Quarters. If a dispute arises between the Licensor and the Licensees, and a Court of competent jurisdiction finds that this agreement grants the Licensees certain rights commonly granted to a tenant, whether by statute or by common law or by this agreement, the Licensees waive any and all such rights.

6. The Licensees understand that the grant of this License is due to the present status of Michael Orchanian ("Employee/Licensee") as an employee of the Town of Mamaroneck. If the Employee/Licensee is no longer in the employ of the Town of Mamaroneck, or is not living on the Premises on a full time basis, this agreement shall expire automatically on the 90th day after the Employee/Licensee is no longer an employee of the Town of Mamaroneck or is no longer living on the Premises on a full time basis without the Licensor having to take any action whatsoever.

7. It is specifically understood by the Licensees that this agreement does not contain or grant to the Employee/Licensee any rights in addition to the rights that the Employee/Licensee may have pursuant to any agreement between the Employee/Licensee and the Licensor or any collective bargaining agreement between the bargaining unit of which the Employee/Licensee is a member and the Licensor.

8. The Licensees will not assign, mortgage or pledge this License nor let or unlet the whole or any part of the Premises, nor make any alterations therein without the written consent of the Licensor. The Licensees will not occupy or use the Premises, nor permit the same to be occupied or used for any business deemed hazardous by the Licensor, without the consent of the Licensor. If Licensees breach the terms of this paragraph, the Licensor may terminate this agreement upon 24 hours' notice to the Licensees.

9. The Licensees will comply with all the requirements of the Board of Health, all Municipal and State Authorities, the Police and Fire Departments and of the Federal Government and of any and all their Departments and Bureaus having jurisdiction over the Premises, and will not create or permit any nuisance in the Premises.

10. At the expiration of this agreement, the Licensees will quit and surrender the Premises, in as good a state and condition as reasonable use and wear and tear will permit, damages by the elements excepted. If the Licensees fail to comply with the provisions of this paragraph, the Licensor shall have the right to repair the Premises, deduct the cost thereof from the security posted

by the Licensees, and remit the balance of that security, if any, to the Licensees. If the cost of repair exceeds the amount of the security, the Licensees will be liable to the Licensor for such excess.

11. The Licensor shall be exempt from any and all liability for any damages or injury to person or property caused by or resulting from the negligence of either or both of the Licensees.

12. The Licensees will not, nor will the Licensees permit other persons to do anything in or on the Premises, or bring anything into the Premises, or permit anything to be brought into the Premises or to be kept therein, which will increase the rate of fire insurance on the Premises, nor use the Premises or any part thereof, nor suffer or permit its use for any business purpose which could cause an increase in the rate of fire insurance on the Premises.

13. (a) The Licensees shall give the Licensor prompt notice of any fire, accident, damage or dangerous or defective condition.

(b) If fire or other casualty is caused by one or both of the Licensees, their employees or invitees, or at the time of the fire or casualty the Licensees are in default in any term of this agreement, then all repairs will be made at Licensees' expense.

(c) The Licensor has the right to demolish and/or rebuild the building on the Premises if there is substantial damage to it caused by fire or other casualty. The Licensor may revoke the license granted by this agreement within 30 days after a substantial fire or casualty by giving the Licensees notice of the Licensor's intention to do so. This agreement will end 30 days after the Licensor's cancellation notice to the Licensees. The Licensees must deliver the Premises (including the Living Quarters) to the Licensor on or before the cancellation date in the notice. The cancellation of this agreement pursuant to this paragraph will not release the Licensees from liability pursuant to paragraph 13(b) of this agreement.

14. The Licensees shall carry renter's insurance for the contents of the Living Quarters and an umbrella liability policy in the amount of \$100,000.00 naming the Town of Mamaroneck as an additional insured. A current certificate of insurance shall be delivered by the Licensees to the Town Administrator's office whenever the policy is renewed or amended.

15. The Licensor shall have the right to enter upon the Premises at all reasonable hours of the day to ascertain if the Premises and the building on the Premises are being kept in proper repair and condition.

16. The failure of the Licensor to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Licensor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants here contained.

17. If a default be made in any of the covenants herein contained, then it shall be lawful for the Licensor to reenter and repossess the Premises. The Licensees hereby expressly waive the service of any notice in writing of intention to reenter, as provided for in any law of the State of New York.

18. The Licensees waive all rights to redeem under any law of the State of New York, if it is found such rights exist by a court of competent jurisdiction.

19. This agreement and the obligation of Licensees to perform all of the covenants and agreements hereunder shall in no way be affected, impaired or excused because the Licensor is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Licensor is prevented or delayed from so doing by reason of force majeure.

20. If the license granted by this agreement is revoked and the Licensees have not vacated the Premises on or before the effective date of that revocation, the Licensees shall pay to the Licensor the sum of one hundred dollars (\$100.00) per day for every day the Licensees remain in possession thereafter. Payment of such sum shall not be construed as a renewal or extension of this agreement or the creation or grant of a new license to the Licensees.

21. This agreement may be extended for two (2) additional two year periods at the option of the Licensor upon the request of the Licensees. The request for an extension must be given by the Licensees by March 1, 2011 for the first two year option and by March 1, 2013 for the second two year option. Failure to notify the Licensor of the request for an extension of this agreement will constitute a waiver of the right to make such request. If this agreement is extended, all of the provisions of this agreement shall remain the same except that the Licensor shall have the right to increase the monthly License Fee and the amount of the security by an amount that is no greater than 20% of the License Fee and the security then in effect.

22. Notice shall be deemed to have been given to the Licensor if it is either delivered to the Town Administrator's office or mailed to that office by certified mail return receipt requested. Notice shall be deemed to have been given to the Licensees if it is either hand delivered to one of

the Licensees or mailed to them at 685 Weaver Street, Larchmont, New York 10538 by first class mail or by certified mail return receipt requested.

23. This Agreement constitutes the entire understanding between the parties which cannot be changed except in writing signed by the parties hereto.

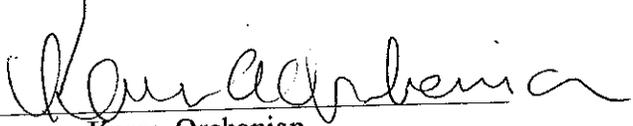
IN WITNESS WHEREOF, the parties hereto have signed their names on the date first written above

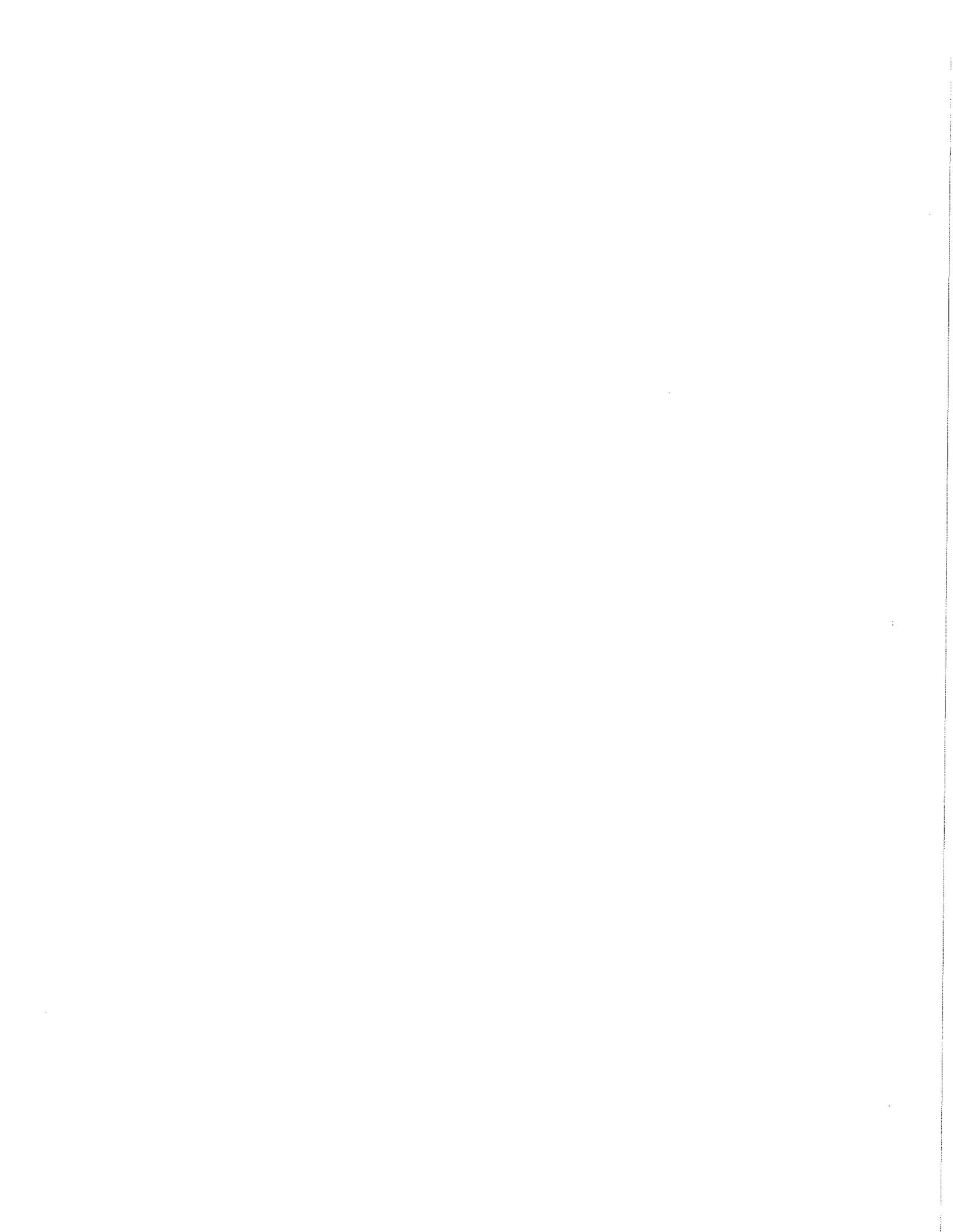
TOWN OF MAMARONECK

By: _____


Stephen V. Altieri, Town Administrator

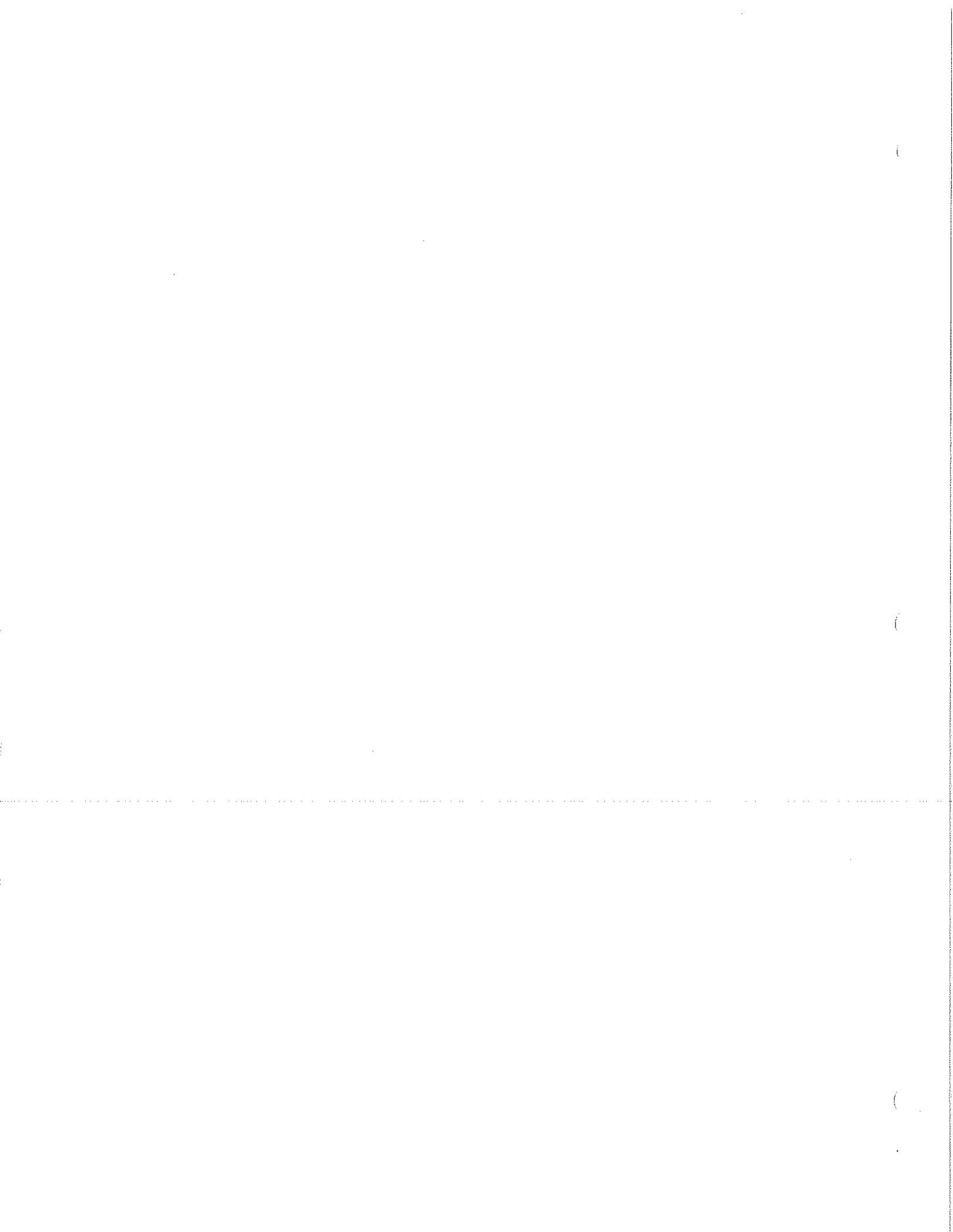
Michael Orchanian


Karen Orchanian



AFFAIRS OF THE TOWN

ITEM 2





Town of Mamaroneck

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

OFFICE OF THE TOWN ADMINISTRATOR

TEL: 914/381-7810

FAX: 914/381-7809

townadministrator@townofmamaroneck.org

Memorandum

To: Supervisor and Town Board

Re: Authorization- Renewal of Caretaker License Agreement

VFW Building

Date: September 16, 2016

When the Town originally began leasing the VFW building in 2009, the VFW organization had a caretaker living in the building. In 2012 when the caretaker moved out the Town recruited for its own caretaker to live in the building to provide custodial and maintenance services. In addition a live in caretaker also provided security for the building.

The committee originally appointed to screen and recruit for the position selected Mr. Joseph Cotroneo and his wife to serve as caretakers of the VFW Building. Mr. Cotroneo currently works as a sanitation man for the Larchmont Mamaroneck Joint Garbage Disposal Commission.

The original license agreement with Joseph and Pamela Cotroneo was for the term May 1, 2012 through April 30, 2014. A one year extension was approved that expired in April of 2015. This agreement is virtually identical to the license agreement with Michael Orchanian to serve as caretaker of the Sheldrake Environmental Center.

Our use of the VFW Building continues to increase. Aside from the use each weekday for the senior citizens, we are also holding Recreation programs one or two nights a week and on Saturdays. More recently we have also used the building for meetings of some of our boards and commissions. As a result having a live in caretaker offers maximum availability for maintenance and security of the building. Also this arrangement is a better value to the Town as an alternative to a full or part time employee that would receive salary and benefits. We have had great success with this type of arrangement at the Sheldrake Environmental Center so we believe we will replicate that success at the VFW Building.



LICENSE AGREEMENT

AGREEMENT made as of May 2, 2012 between the Town of Mamaroneck ("Licensor") a municipal corporation, with offices at the Town Center, 740 West Boston Post Road, Mamaroneck, New York 10543 and Joseph Cotroneo and Pamela Cotroneo ("Licensees") now residing at 116 Elliott Avenue, Mamaroneck, New York 10543

WHEREAS, the Licensor is the tenant of the premises known as 1228 Boston Post Road, Larchmont, NY 10538 (the "Premises"); and

WHEREAS, the Licensor desires to grant a License to the Licensees to inhabit the living quarters on the second floor of the building on the Premises in exchange for a monthly fee and for the provision of certain services by the Licensees with respect to the maintenance of the Premises; and

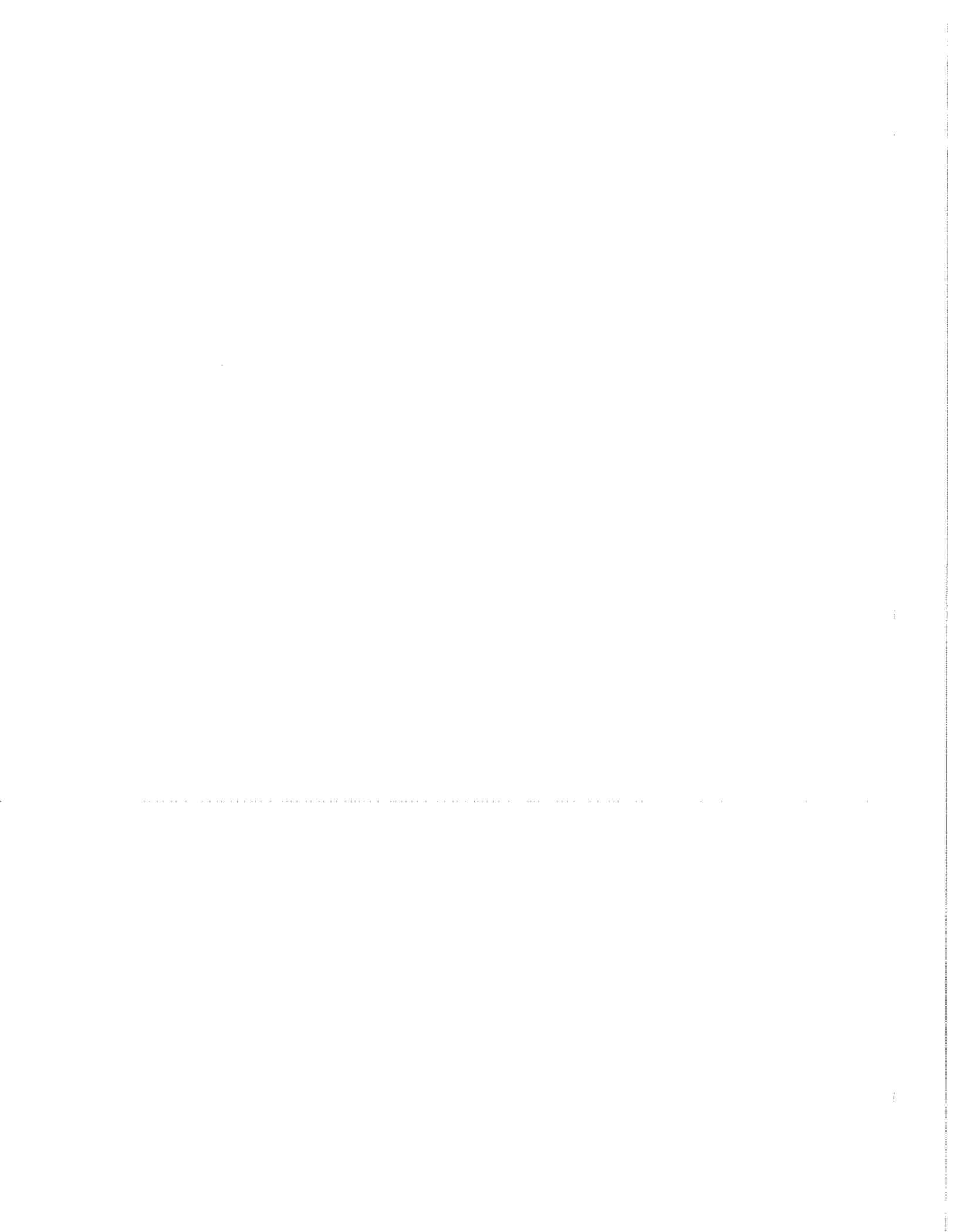
WHEREAS, the Licensees have represented to the Licensor that they are willing and able to perform the services required to be performed by the Licensees under this agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Licensor grants a one-year License to the Licensees commencing on May 1, 2012 and ending on April 30, 2013 to inhabit the living quarters on the second floor of the building on the Premises ("Living Quarters"). This License may be revoked by either party at any time on 90 days written notice to the other. The use by the Licensees of any other portion of the Premises other than the Second floor living quarters requires prior approval of the Town Administrator or his designee.

2. (a) The Licensees agree to pay to the Licensor a License Fee of three hundred and fifty (\$350.00) dollars per month on the first day of each month during the term of this agreement. If the monthly fee is received by the Licensor after the 15th of the month in which it is due, the Licensees shall also pay the Licensor a late fee of twenty-five (\$25.00) dollars.

(b) The Licensees shall post the sum of seven hundred and fifty (\$750.00)



dollars to ensure the faithful performance of their duties under this agreement. If the Licensees fail to pay any installment of the monthly License Fee, the Licensor may deduct the unpaid amount from this security and after being notified that the Licensor has done so, the Licensees shall immediately replenish the security so that the amount held as security shall be seven hundred and fifty (\$750.00) dollars.

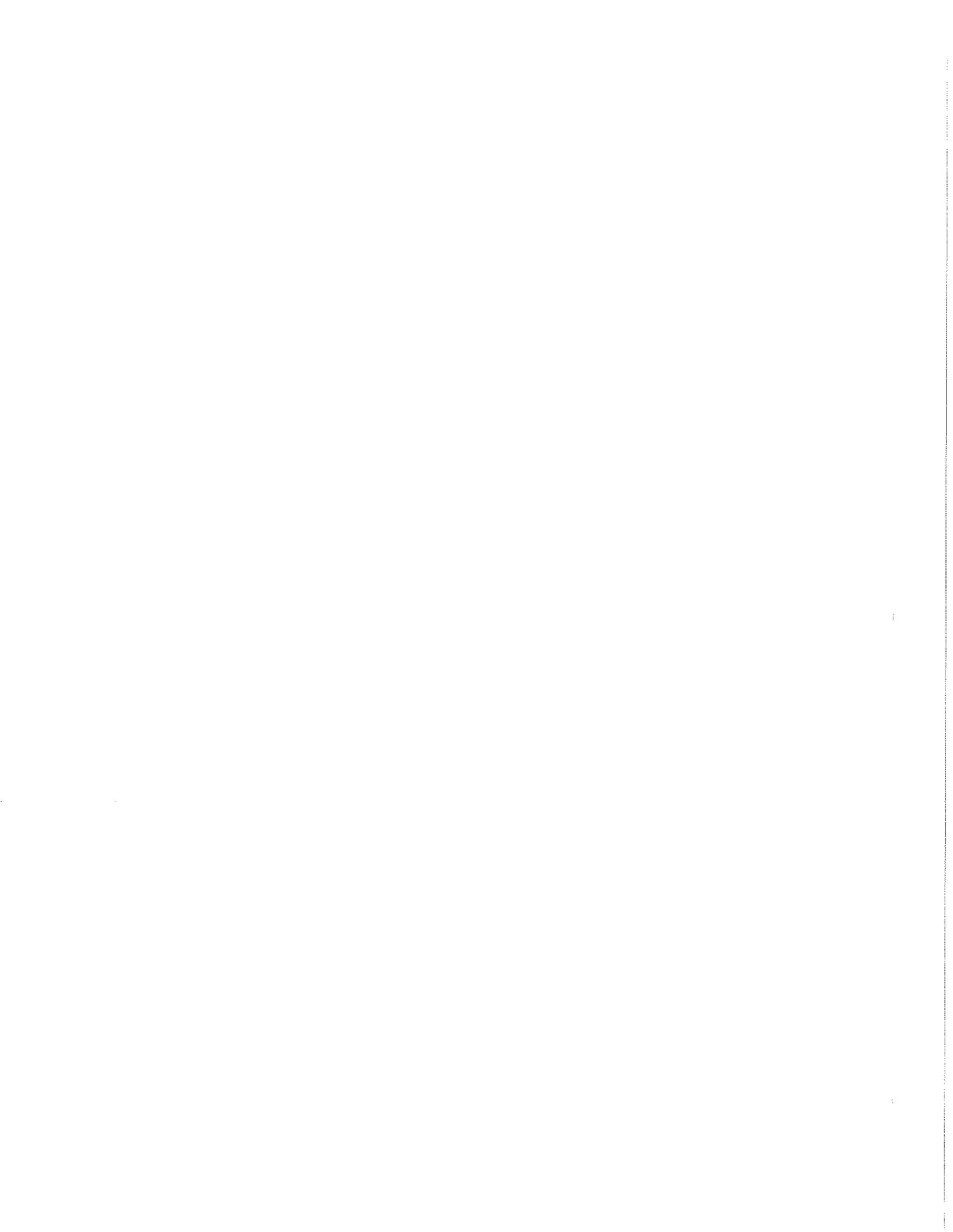
(c) The Licensees further agree to fulfill the following duties with respect to the Premises as described in Schedule A attached to this agreement.

3. Building maintenance supplies shall be provided by the Town. The Licensees are responsible for restocking paper supplies. The Licensees may advance the cost for any expenses incurred to maintain the Premises, but the Licensees shall not be reimbursed for any advance made by the Licensees in excess of twenty-five (\$25.00) dollars without prior approval by the Town Administrator or his designee.

4. The Licensees have inspected the Living Quarters and agree to accept it in an "as is" condition. The Licensor specifically makes no representations as to the condition of the Living Quarters.

5. The Licensees specifically understand and agree that the license granted by this agreement is granted to them only, that this agreement is not a lease, that the Licensees are "licensees" within the meaning of section 713(7) of the New York Real Property Actions and Proceedings Law and that the Licensees do not have and have not been granted an interest in the Premises or the Living Quarters. If a dispute arises between the Licensor and the Licensees, and a Court of competent jurisdiction finds that this agreement grants the Licensees certain rights commonly granted to a tenant, whether by statute or by common law or by this agreement, the Licensees waive any and all such rights.

6. The Licensees understand that the grant of this License is due to the present status of Joseph Cotroneo ("Employee/Licensee") as an employee of the Larchmont Mamaroneck Joint Garbage Disposal Commission. If the Employee/Licensee is no longer in the employ of the Larchmont Mamaroneck Joint Garbage Disposal Commission, or is not living on the Premises on



a full time basis, this agreement shall expire automatically on the 90th day after the Employee/Licensee is no longer an employee of the Larchmont Mamaroneck Joint Garbage Disposal Commission or is no longer living on the Premises on a full time basis without the Licensors having to take any action whatsoever.

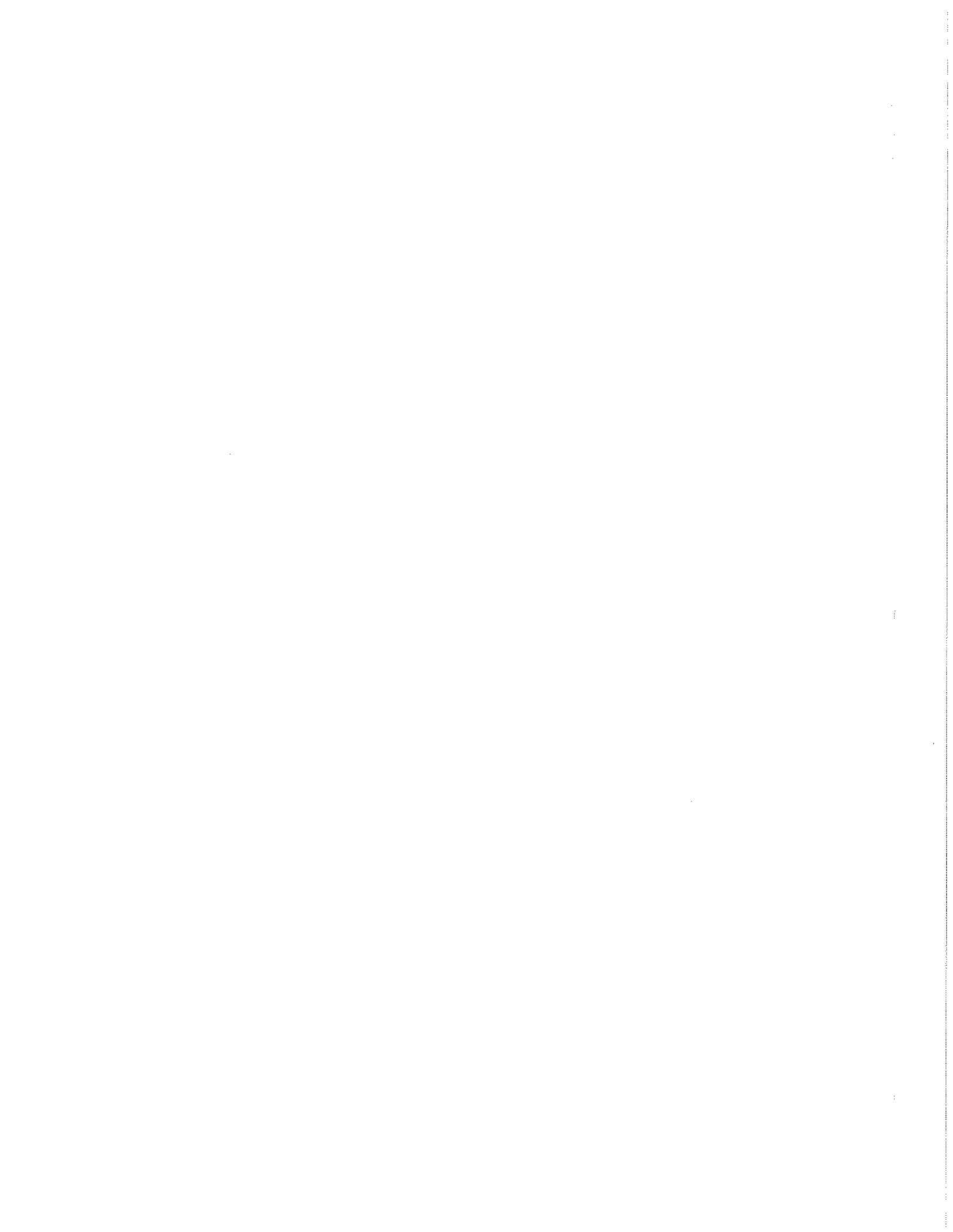
7. It is specifically understood by the Licensees that this agreement does not contain or grant to the Employee/Licensee any rights in addition to the rights that the Employee/Licensee may have pursuant to any agreement between the Employee/Licensee and the Licensor or any collective bargaining agreement between the bargaining unit of which the Employee/Licensee is a member and the Licensor.

8. The Licensees will not assign, mortgage or pledge this License nor let or unlet the whole or any part of the Premises, nor make any alterations therein without the written consent of the Licensor. The Licensees will not occupy or use the Premises, nor permit the same to be occupied or used for any business deemed hazardous by the Licensor, without the consent of the Licensor. If Licensees breach the terms of this paragraph, the Licensor may terminate this agreement upon 24 hours' notice to the Licensees.

9. The Licensees will comply with all the requirements of the Westchester County Board of Health, all Municipal and State Authorities, the Police and Fire Departments and of the Federal Government and of any and all their Departments and Bureaus having jurisdiction over the Premises, and will not create or permit any nuisance in the Premises.

10. At the expiration of this agreement, the Licensees will quit and surrender the Premises, in as good a state and condition as reasonable use and wear and tear will permit, damages by the elements excepted. If the Licensees fail to comply with the provisions of this paragraph, the Licensor shall have the right to repair the Premises, deduct the cost thereof from the security posted by the Licensees, and remit the balance of that security, if any, to the Licensees. If the cost of repair exceeds the amount of the security, the Licensees will be liable to the Licensor for such excess.

11. The Licensor shall be exempt from any and all liability for any damages or injury to



person or property caused by or resulting from the negligence of either or both of the Licensees.

12. The Licensees will not, nor will the Licensees permit other persons to do anything in or on the Premises, or bring anything into the Premises, or permit anything to be brought into the Premises or to be kept therein, which will increase the rate of fire insurance on the Premises, nor use the Premises or any part thereof, nor suffer or permit its use for any business purpose which could cause an increase in the rate of fire insurance on the Premises.

13. (a) The Licensees shall give the Licensor prompt notice of any fire, accident, damage or dangerous or defective condition.

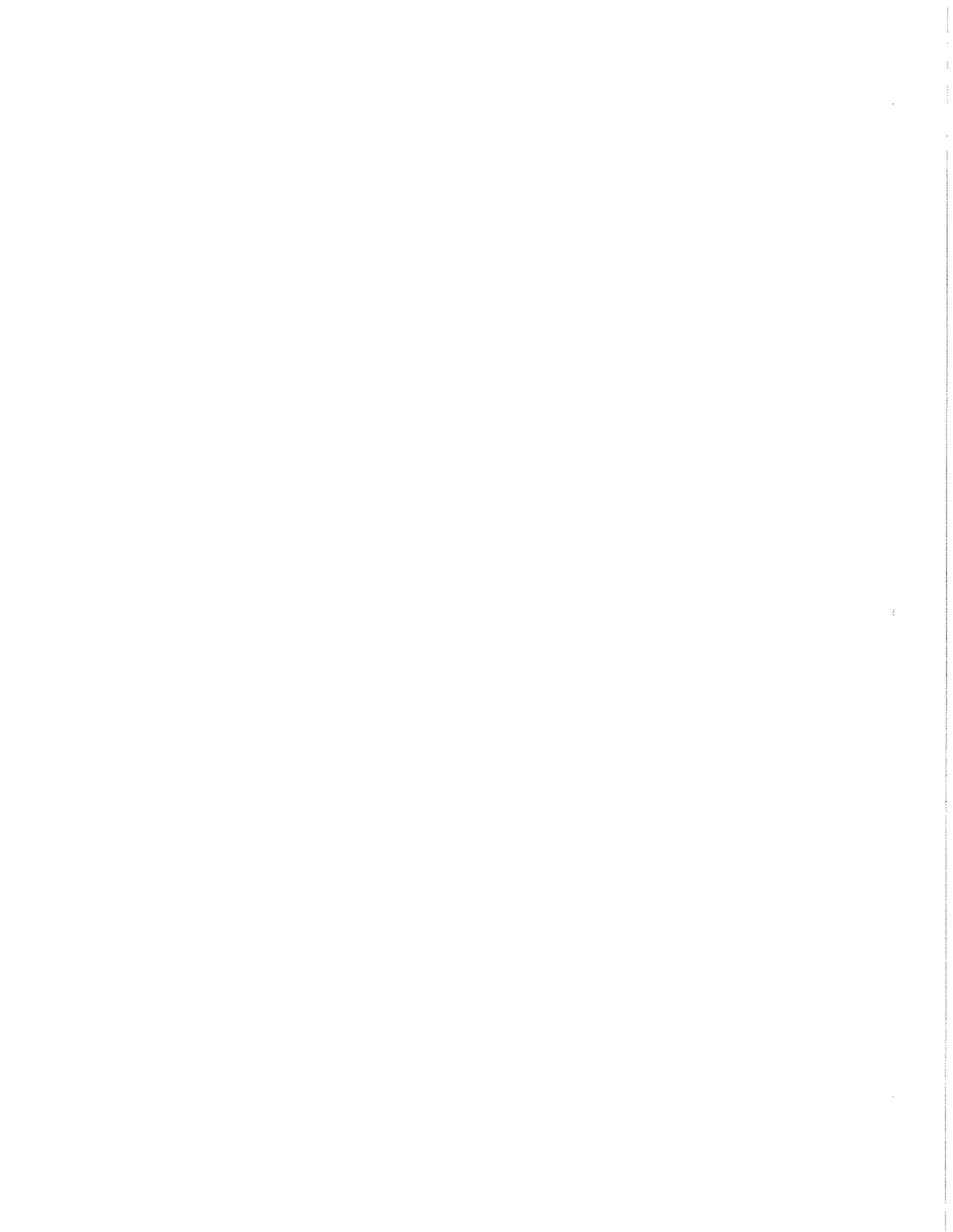
(b) If fire or other casualty is caused by one or both of the Licensees, their employees or invitees, or at the time of the fire or casualty the Licensees are in default in any term of this agreement, then all repairs will be made at Licensees' expense.

(c) The Licensor has the right to demolish and/or rebuild the building on the Premises if there is substantial damage to it caused by fire or other casualty. The Licensor may revoke the license granted by this agreement within 30 days after a substantial fire or casualty by giving the Licensees notice of the Licensor's intention to do so. This agreement will end 30 days after the Licensor's cancellation notice to the Licensees. The Licensees must deliver the Premises (including the Living Quarters) to the Licensor on or before the cancellation date in the notice. The cancellation of this agreement pursuant to this paragraph will not release the Licensees from liability pursuant to paragraph 13(b) of this agreement.

14. The Licensees shall carry renter's insurance for the contents of the Living Quarters and an umbrella liability policy in the amount of \$100,000.00 naming the Town of Mamaroneck as an additional insured. A current certificate of insurance shall be delivered by the Licensees to the Town Administrator's office whenever the policy is renewed or amended.

15. The Licensor shall have the right to enter upon the Premises at all reasonable hours of the day to ascertain if the Premises and the building on the Premises are being kept in proper repair and condition.

16. The failure of the Licensor to insist upon a strict performance of any of the terms,



conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Licensor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants here contained.

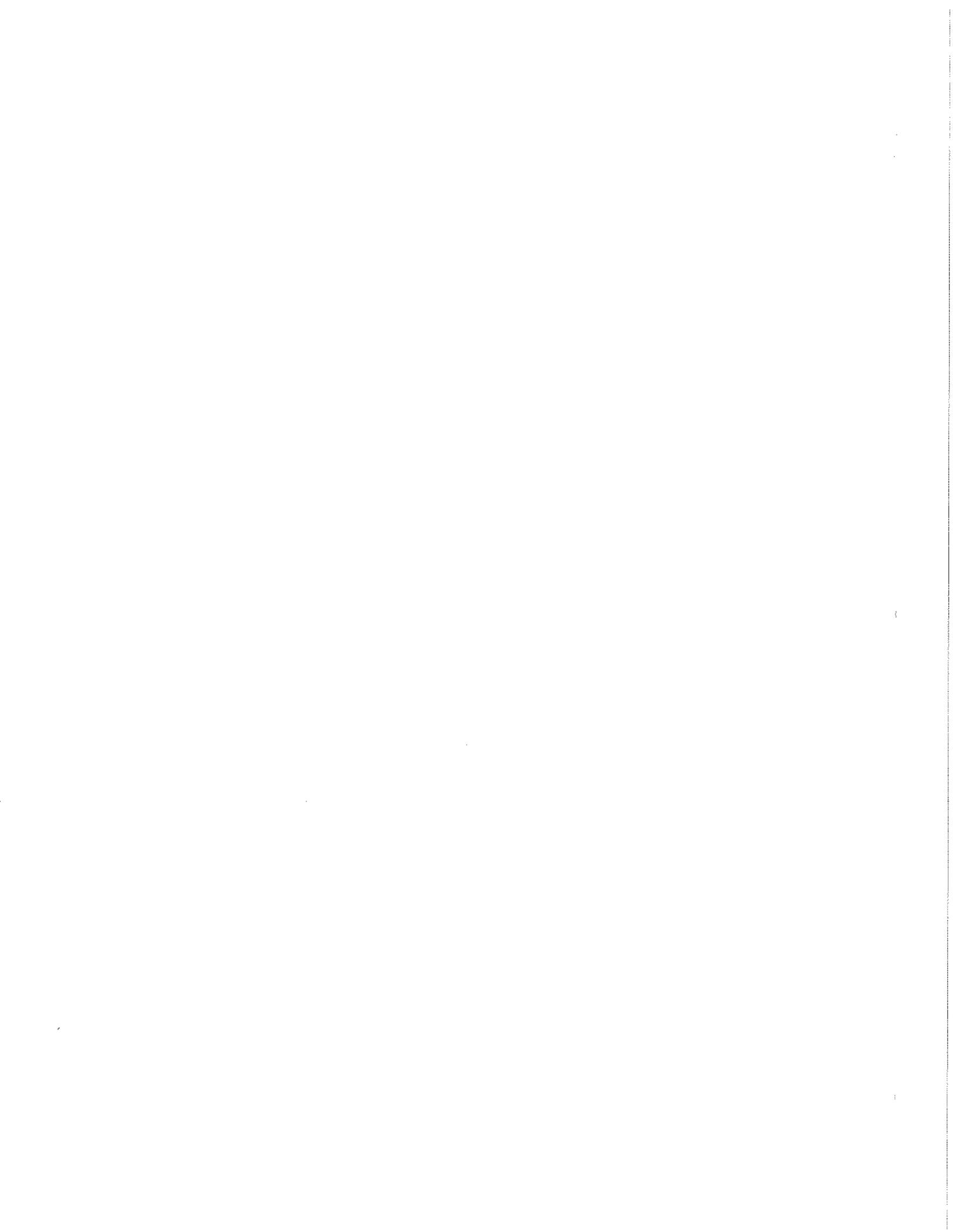
~~17. If a default be made in any of the covenants herein contained, then it shall be~~
lawful for the Licensor to reenter and repossess the Premises. The Licensees hereby expressly waive the service of any notice in writing of intention to reenter, as provided for in any law of the State of New York.

18. The Licensees waive all rights to redeem under any law of the State of New York, if it is found such rights exist by a court of competent jurisdiction.

19. This agreement and the obligation of Licensees to perform all of the covenants and agreements hereunder shall in no way be affected, impaired or excused because the Licensor is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Licensor is prevented or delayed from so doing by reason of force majeure.

20. If the license granted by this agreement is revoked and the Licensees have not vacated the Premises on or before the effective date of that revocation, the Licensees shall pay to the Licensor the sum of one hundred dollars (\$100.00) per day for every day the Licensees remain in possession thereafter. Payment of such sum shall not be construed as a renewal or extension of this agreement or the creation or grant of a new license to the Licensees.

21. This agreement may be extended for two (2) additional two year periods at the option of the Licensor upon the request of the Licensees. The request for an extension must be given by the Licensees by February 1, 2013 for the first two year option and by February 1, 2015 for the second two year option. Failure to notify the Licensor of the request for an extension of this agreement will constitute a waiver of the right to make such request. If this agreement is extended, all of the provisions of this agreement shall remain the same except that the Licensor



shall have the right to increase the monthly License Fee and the amount of the security by an amount that is no greater than 20% of the License Fee and the security then in effect.

22. Notice shall be deemed to have been given to the Licensor if it is either ~~delivered to the Town Administrator's office or mailed to that office by certified mail return~~ receipt requested. Notice shall be deemed to have been given to the Licensees if it is either hand delivered to one of the Licensees or mailed to them at 685 Weaver Street, Larchmont, New York 10538 by first class mail or by certified mail return receipt requested.

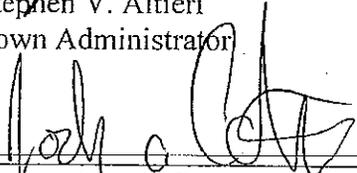
23. This Agreement constitutes the entire understanding between the parties which cannot be changed except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed their names on the date first written above

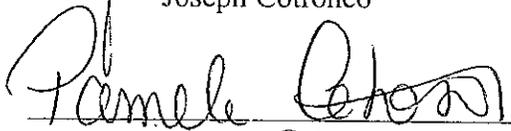
TOWN OF MAMARONECK

By: 

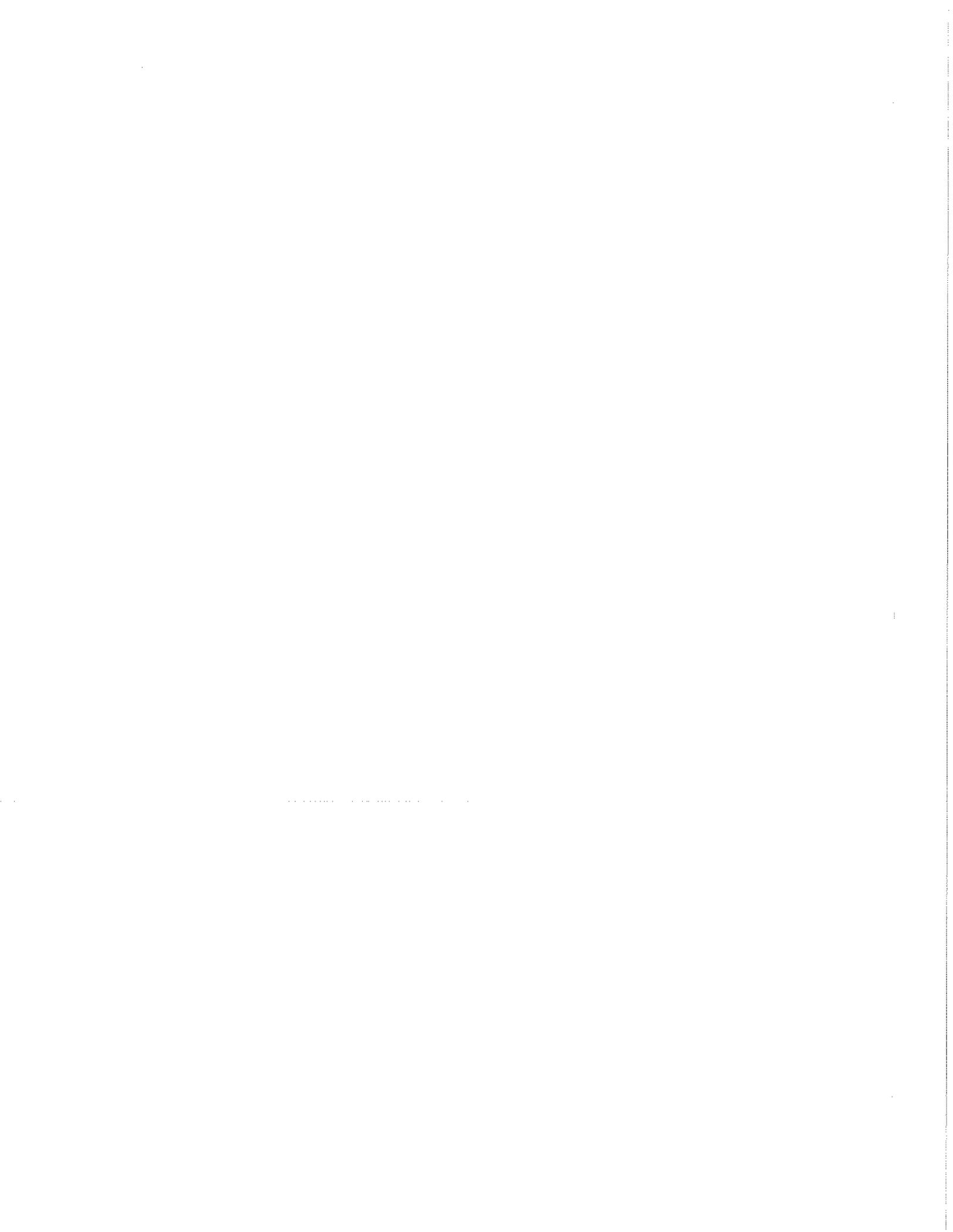
Stephen V. Altieri
Town Administrator



Joseph Cotroneo



Pamela Cotroneo



SCHEDULE A
VFW/SENIOR CENTER
1288 BOSTON POST ROAD
LARCHMONT, NEW YORK 10538

Caretaker Job Description and Responsibilities
Maintenance of VFW Building *Revised 1/4/12

The VFW building is used as the site of the Town of Mamaroneck Senior Center and Nutrition Site. In addition, other activities and programs sponsored by the Veterans of Foreign War and the Town of Mamaroneck will be hosted in the building. As a result the building will require regular maintenance for compliance with regulations of the Westchester County Health Department and the overall enjoyment of the participants at the center. The following describes the custodial and maintenance responsibilities of the caretaker of the building.

Main Meeting Room

Entire floor swept daily
Garbage and recycling receptacles emptied daily into outside dumpsters
Entire floor mopped every Tuesday, Thursday and Saturday or when directed/needed
Chairs and tables arranged as needed

Game Room

Vacuum daily
Garbage and recycling receptacles emptied daily into outside dumpsters
Windows cleaned once a month *Interior side of windows as needed* © 3/24/12
J.C.

Large room

Entire floor swept daily
Garbage and recycling receptacles emptied daily into outside dumpster
Entire floor mopped every Tuesday, Thursday and Saturday or when directed/needed
Chairs and tables arranged as needed each day
Windows cleaned once a month *Interior side of windows as needed* © 3/24/12
J.C.

Porch

Floor swept daily
Entire Floor mopped every Tuesday, Thursday and Saturday or when directed/needed
Windows and window sills wiped down and kept free of spider webs and dust
Windows cleaned once a month *Interior side of windows as needed* © 3/24/12
J.C.

Kitchen Floor

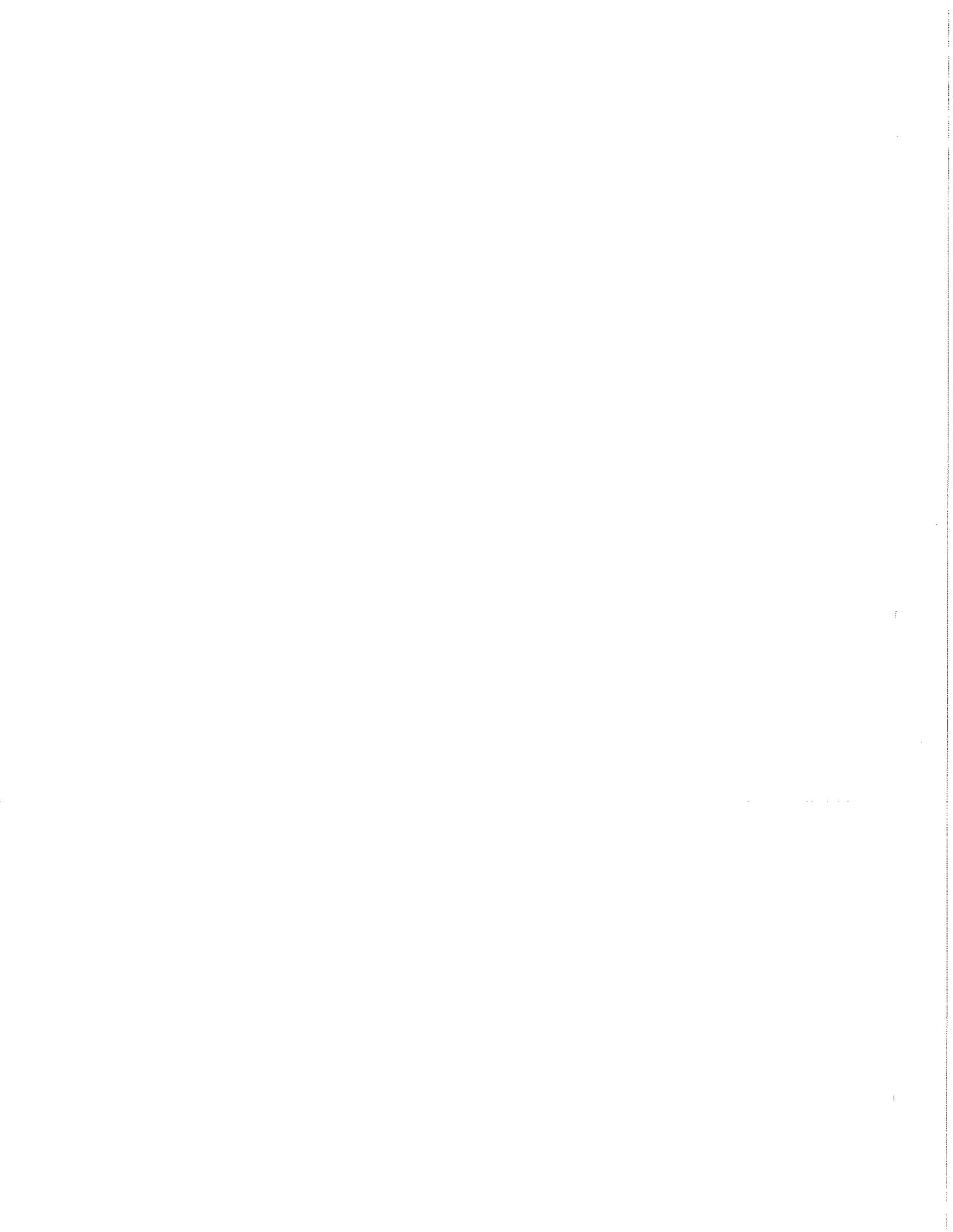
Swept and mopped daily
Kitchen mat cleaned daily- all dust and food particles removed
Soap and paper products checked daily and kept full

Bathrooms

Cleaned and sanitized daily
Garbage emptied daily into outside dumpsters
Floors mopped daily
Soap and Paper products checked daily and kept full

Foyer and hallways

Floors swept daily
Floors mopped every Tuesday, Thursdays and Saturday and when directed/needed
All entrance mats vacuumed every night (hallway, porch, big room)



Program Responsibilities:

Open/Lock doors for programs.

Set up and break down for activities.

General cleaning after programs and activities

Adjust lights (outdoor/indoor) heat, and air conditioning when necessary

Other General Guidelines for Building Maintenance

1. Keep the building on the Premises and the grounds free from litter and refuse
 2. Recycling and garbage to be removed daily to outside dumpster.
 3. Responsible for basic upkeep and appearance of facility.
 4. Set up and break down all tables and chairs for meetings/events/classes when needed and as directed.
 5. All paper supplies checked routinely and replenished when low.
 6. Caretaker shall be responsible for removing snow and ice from the stairwells and entrances of the building in the morning prior to the opening of the senior center.
 7. Lighting throughout facility kept operational including exit lights.
Light bulbs to be checked regularly and replaced as necessary.
 8. Building Supplies: The caretaker shall contact the senior center director to arrange to replenish cleaning supplies, paper products etc.
 9. Building repairs: The caretaker shall notify the Building Superintendent of any defects in the building that require repair by an outside contractor. The caretaker will make minor repairs in the building where possible. If an emergency arises, the caretaker shall contact Michael Orchanian Building Supt. (557-4154).
 10. Wash the interior and the exterior windows of the building on the Premises twice a year, once in the spring and once in the fall.
 11. Check that building is secured at all times and parking lot is only used by authorized vehicles.
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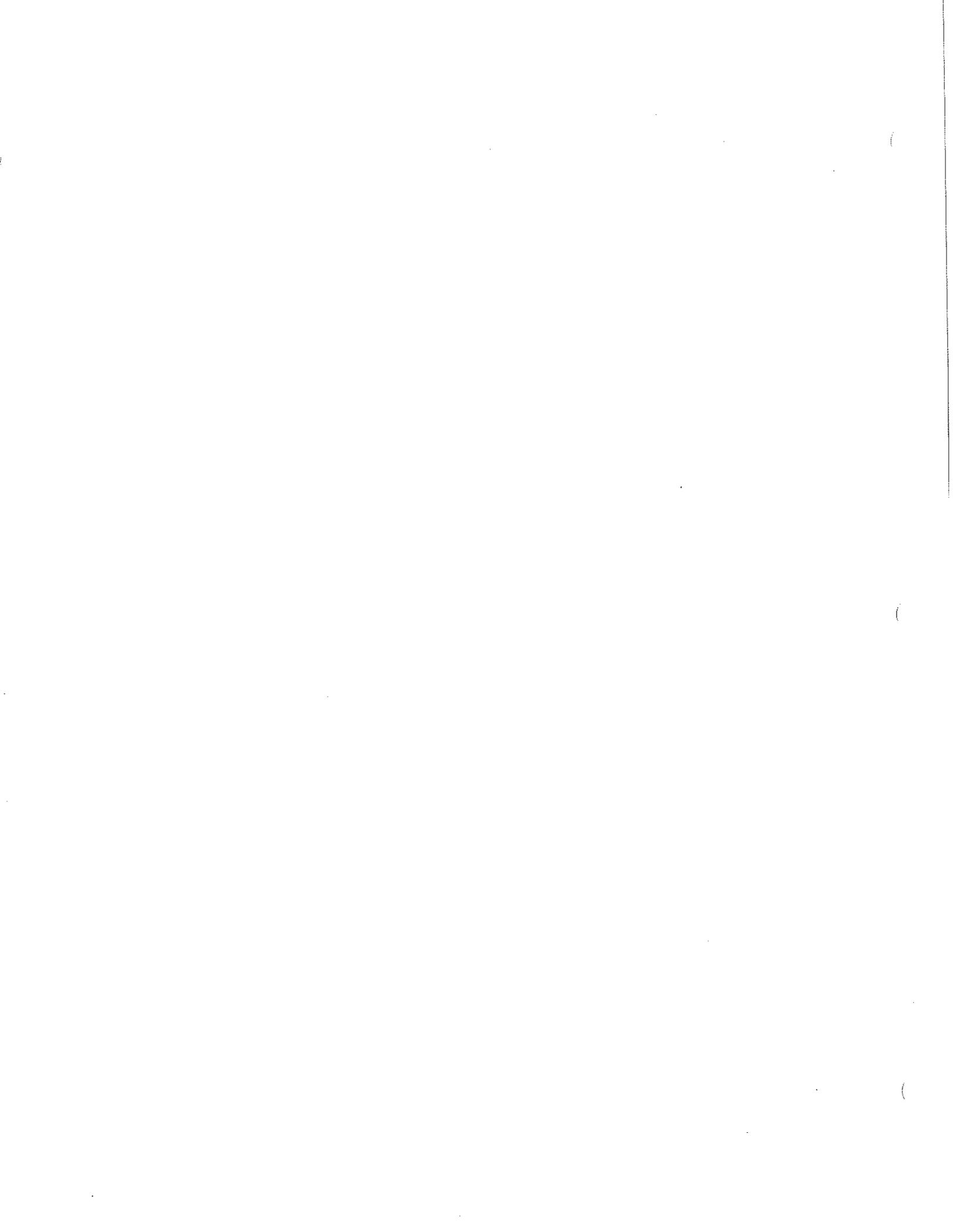
Caretaker

Date

Date

AFFAIRS OF THE TOWN

ITEM 3



**ATTACHMENT NOT
AVAILABLE**

